

## REQUEST FOR DEPUTY MAYOR FOR FIRE & RESILIENCE DECISION – DMFD65

### Title: Facilities Management Soft Services Provision

#### Executive Summary:

Report LFC-0308 seeks approval for the London Fire Commissioner (LFC) to incur expenditure on the procurement of a single bundled contract of facilities management soft services in accordance with the London Fire Commissioner facilities management (FM) strategy paper (report LFC-0307). This will first require aligning the existing contracts for security and grounds maintenance to the expiry date for the cleaning contract in October 2020. Extending the existing contracts for London Fire Brigade (LFB) security and grounds maintenance to 31 October 2020 will incur a total cost of £212,000, with an additional 10% contingency (£21,000).

The key benefits of grouping together the soft services are alignment to the recommended FM operating model and an opportunity to greatly improve the current contract specifications while streamlining the resources needed to manage these services post the demobilisation of the current provider. The total value of the new soft bundle is estimated to be £8,230,000 whole life cost, which is the current LFC budget for both planned and reactive services in these categories. The contract will be for three years with additional extensions. This decision seeks approval for the initial three years of the contract.

Due to the recent government restrictions on many types of interaction and the market disruption caused by COVID 19 the timeline for procurement proposed in this paper may not be deliverable. Therefore, report LFC-0308 proposes that in the event that the above intended procurement fails as a result of market disruption caused by the current COVID-19 crisis, and in order to ensure continuity of service, the Assistant Director, Property, in consultation with the Assistant Director of Technical and Commercial Services and General Counsel, and after consultation with the Deputy Mayor, will have delegated authority to award a contract via one of the alternative emergency procurement options as set out in the Cabinet Office's Procurement Policy Note – "Responding to COVID-19" (Information Note PPN 01/20, March 2020), and as permitted under the Public Contracts Regulations 2015 (PCR) Regulation 72. Such contract would be required to be within the budget envelope specified in the original procurement of £237,000 per month.

The London Fire Commissioner Governance Direction 2018 sets out a requirement for the London Fire Commissioner to seek the prior approval of the Deputy Mayor before "[a] commitment to expenditure (capital or revenue) of £150,000 or above as identified in accordance with normal accounting practices...".

#### Decision:

The Deputy Mayor for Fire and Resilience authorises the London Fire Commissioner to:

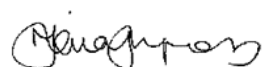
1. Incur expenditure to extend the existing contracts for LFB security and grounds maintenance to 31 October 2020 at a total cost of up to £233,000 (£212,000 for the contracts with an additional 10% contingency of £21,000);
2. Incur expenditure of up to £8,230,000 for a facilities management soft services contract award; and
3. In the event the London Fire Commissioner cannot meet the timeline for procurement of facilities management soft services set out in this report, and after further consultation with the Deputy Mayor, award a contract via one of the alternative emergency procurement options as set out in the Cabinet Office's Procurement Policy Note – "Responding to COVID-19" (Information Note PPN 01/20, March 2020), up to a maximum amount of £237,000 per month.

#### Deputy Mayor for Fire and Resilience

I confirm that I do not have any disclosable pecuniary interests in the proposed decision.

The above request has my approval.

Signature:



Date:

14 May 2020

## PART I – NON-CONFIDENTIAL FACTS AND ADVICE TO THE DEPUTY MAYOR

### Decision required – supporting report

#### 1. Introduction and background

- 1.1 Report LFC-0308 to the London Fire Commissioner (LFC) sets out the background for the request to approve expenditure to extend the existing contracts for LFB security and grounds maintenance to 31 October 2020 at a total cost of £212,000, with an additional 10% contingency of £21,000; this could incur total expenditure of up to £233,000.
- 1.2 Report LFC-0308 is the first of a series of five reports setting out recommendations that will be required to deliver the final target operating model (TOM) for facilities management (FM). Reports are targeted between March and December 2020 and will elaborate to confirm the proposed costing and structure for each of the remaining service bundles: (2) Hard services (maintenance and repair), (3) Audit, (4) Computer Aided Facilities Management System (CAFM/Management Information (MI), Finance and Helpdesk), plus (5) the proposed organisation design and ways of working for the Property Function including the principles of reinvestment into a new structure for the LFB property function.
- 1.3 The current LFC soft services contracts for cleaning, pest control, security and grounds maintenance expire between May 2020 and March 2021 (see table 1). The cleaning contract was a MOPAC Contract let with Interserve via a framework and has no formal extensions available. MOPAC framework has now ended and Interserve were not successful which means this route cannot be used to award or extend. This presents LFC with an opportunity to commence the delivery of the LFC proposed facilities management strategy.

Table 1

<b><u>Contract</u></b>	<b><u>Expiry date</u></b>
Security	31 May 2020
Grounds maintenance	31 July 2020
Cleaning	07 October 2020
Pest control	05 March 2021

- 1.4 The current contract specifications do not align to specific industry standards in their outputs. The cleaning contract does not reference in any form the British Institute of Cleaning Science (BICSc). There is a hybrid table of required standards of cleaning within the contract, which is similar, but it does not allow for any form of audit or leeway in elements that have been cleaned and subsequently used opposed to areas that have not been cleaned. BICSc provides clear guidance and standards in support of this which enables an auditing process which is recognised and supported by the soft services industry.
- 1.5 The current contract is based on an input specification for three days of cleaning per week spread over four days to show a presence. The new contract will seek to clarify, standardise and measure the cleaning rather than increase the frequency. The CCS rate for cleaning contracts is approximately £17.29 per square metre. Based on the current cleaning input provided LFB is spending circa £17 per square metre, which suggests LFC is roughly in accordance with market.

- 1.6 Within the current cleaning contract there is anecdotal evidence that station staff sign off services being delivered without any firm audit or inspection. This approach compromises LFC in ongoing improvement conversations insofar that management information indicates that service delivery is acceptable when standards of delivery out on site are not. This approach limits LFC in driving standards and improvements as the contract appears to be being met.
- 1.7 The security contract references the requirement to comply with BS7499 (static site guarding and mobile patrol service) but makes no specific reference to the legislative requirements of the Private Security Industry Act (SIA) 2001 which drives the security licensing requirements. Coupled with a wider lack of recognition of applicable security standards relating to alarm receiving centres, key holding, and the SIA's approved contractor scheme the contract does not call for legislative or best practice compliance in the industry recognised manner.
- 1.8 In providing measurement of the contract performance across the soft service suite the KPIs are mainly focussed on attendance to and remedy of tasks, correct and timely reporting and numbers of complaints. Within the Soft Bundle there appears to be little measurement of standards and their onward improvement. Coupled with a blanket approach of accumulative point deductions, LFC do not have the ability to focus on what is important to them in their service objectives.
- 1.9 The current data available to LFB for the running of the contracts is very limited. The helpdesk provided by the current contractor KBR sits behind the MOPAC security requirements, and only two of the Property team within LFC appear to have access due to security clearance constraints. The Property team are wholly reliant on KBR's monthly reports which provide a basic overview of service in a retrospective view. This coupled with the fact that the Property team have no access to live data, impedes their working on a proactive basis rather than the complaint led process.
- 1.10 It is useful to note that the background context beyond LFB as the market for facilities management services has undergone some significant structural changes in recent years. Following a sustained period of consolidation, a number of mid-size providers have been bought up by larger firms in order to take advantage of greater scale, add new services to their market offering, or both. The fact that a number of key suppliers – Carillion, Interserve and MITIE – have recently had well-publicised problems means that there are fewer firms that have substantial financial strength. National players also tend to form the regional facilities management market, and hence the depth of that segment has also been reduced.
- 1.11 Locally focussed suppliers are common, either for single services or bundled services, however there are low barriers to entry in this market which means that many firms come and go. Ensuring rigorous quality and adherence to standards, such as personnel screening, can be difficult with suppliers such as these. It is also usual practice for national-level suppliers to utilise a network of local sub-contractors to help deliver contracts. In this context it is especially important that client organisations have robust contracts mechanisms and management.

## **2. Objectives and expected outcomes**

### *Proposed model – Outline Benefits*

- 2.1 The main benefit of the bundled service model was outlined in report LFC-0309 - LFB facilities management (FM) strategy paper. It is proposed that LFC will commence the immediate tendering for cleaning, security, grounds maintenance and pest control which, apart from pest control, need extending to meet the new go live date.
- 2.2 The specifications will predominantly be output based, underpinned by service standards (Appendix 1 in report LFC-0308). A service matrix will be provided to bidders at the tender stage that will set out the specific services required for each property within the initial scope of the competition.

- 2.3 To provide clarity for the internal LFB team and supplier, the contract will need clear and unambiguous contract terms and processes which allow both parties to fully support the user experience. The contract terms and requirements need to be beneficial to both LFC and supplier and provide a fair approach to failure and innovation. Key to the suite of contract documents are the mechanisms to enable performance for the benefit of all end users. These mechanisms are;
- contractual requirements set against clear standards which fully outline the service streams legislative, operational, environmental and sustainability requirements;
  - a mechanism for back to back terms and conditions and consistency in management information and data should services be subcontracted within the bundle. Subcontractor specifications at tender will ask for which services to be directly delivered and which sub contracted;
  - the specifications for each element of service should clearly outline which parts are included in the fixed fee and those which are subject to additional cost either against a Task Schedule of Rates, Schedule of Rates or tendered provision;
  - live access to service specific management information via the CAFM/Helpdesk system;
  - pointed and specific SLAs and KPIs which do not set the Supplier on a route to failure or drive them to submit risk-based costs beyond LFBs budgetary constraints;
  - an audit process delivered by both the FM supplier and a contractually aware LFB representative will be agreed before the contract goes live. In the post contract phase (i.e. live phase), the individual site audits will be undertaken on a site by site basis to avoid lengthy and disruptive negotiations on mitigations at a contract level unless this is required e.g. due to Key Performance Indicator impact;
  - a clear and demonstrable path of mobilisation outlining TUPE requirements, systems and equipment deployment, training and establishment of business as usual;
  - clear cost of service delivery which allows LFB to switch on or switch off service lines as the Estate flexes through reorganisation, procurement of new property or disposal of old; and
  - clear costs of additional services and variable works captured in both Task Schedules of Rates and Schedules of Rates (Labour charges). The task schedule of rates can be aligned to elements of service such as costs for deep cleaning of carpets per square meter and cleaning of curtains and blinds through to the schedule of rates which can be used for more specific services such as costs for additional cleaners, security officers and specialists.
- 2.4 If performance does drop below acceptable standards, then the contract will require the supplier to outline their route to recovery, the milestones to be measured through the period of recovery until such times that the improvement is either met or deemed as not recoverable. If all avenues of improvement have been exhausted, then the contract will have a mechanism whereby LFC has the ability to step-in on the current supplier and deploy a suitable replacement supplier. This replacement is funded at the failed supplier's expense.
- 2.5 Contract management activity will need to be proactive and ongoing throughout the life of the contracts, to ensure that the maximum value is achieved for LFC and that services are provided to the contractually required quality. This paper recommends that LFC will need to improve its internal capability by moving over time to a structure that incorporates strategy, assurance and improved delivery capability in alignment with the FM contract structure. To enable better internal capability the Ways of Working project will provide training, guidance and support to the FM team to fully manage and control the contract on a day to day basis via proactive use of end user feedback, reports, data and audit.

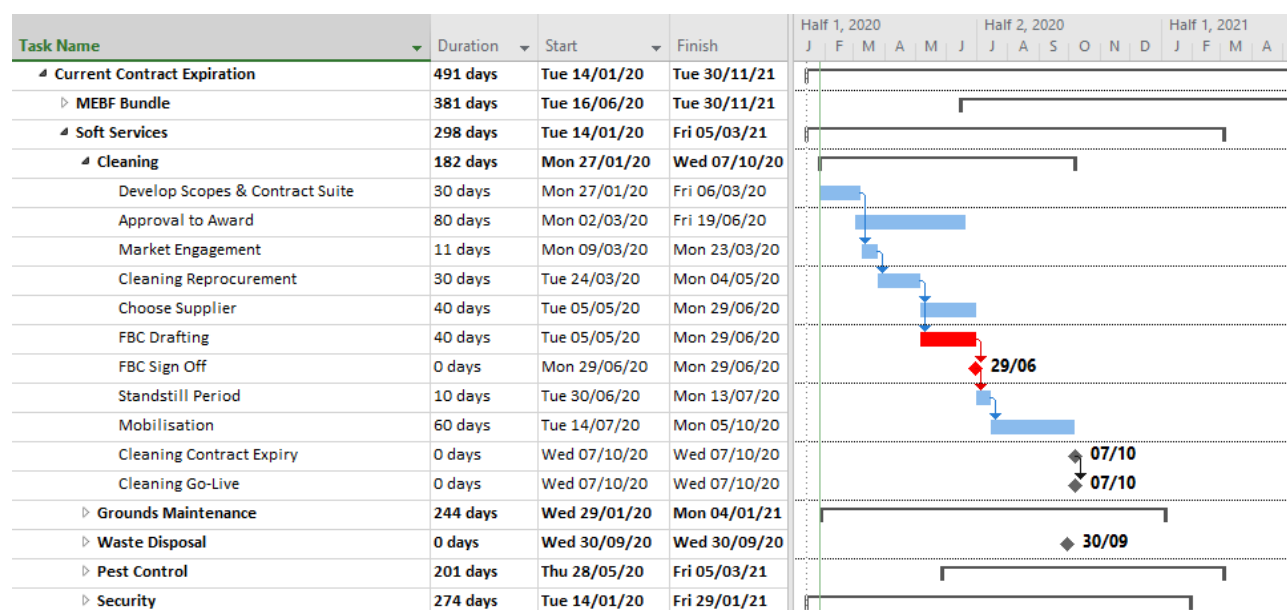
- 2.6 Training and information will be provided to all stations to allow them to understand the quality of cleaning and other soft services they should expect and report any deviation from the required standards. This will be in addition to regular audits of the estate by LFC Property.

### *Project Management and Procurement*

- 2.7 The security contract extension will use the specific set of rules under the OJEU Light Touch regime (LTR). The LTR is a set of requirements for certain defined service contracts that tend to be of lower interest to cross-border competition. The grounds contract will be given a short-term extension using existing arrangements, this extension is valued at £28,249.
- 2.8 The CCS framework RM3830 will be used to procure the elements of the soft service bundle. The specifications and contract requirements will be amended to fully support and outline LFC's requirements and objectives. Bespoke and relevant KPIs, SLAs and performance standards, focused on backing LFC's core requirement, will be embedded in the suite of contract documents for new suppliers to tender against.
- 2.9 The selection of the successful tenderer will be based on a process that evaluates both the cost and quality of contractor's tenders. The ratio to be applied will ensure that best value is achieved through the careful assessment not only of tender cost, but also the contractors financial and insurance status and their services in relation to use of resources, skills and experience, quality control, health and safety and environmental processes. The contracts would include task schedules of rates alongside priced packages as an output-based approach.

### *Outline Programme*

- 2.10 To achieve the full bundle a Single Tender Action is required for the contracts to be extended beyond their designated lifespan to facilitate a single soft bundle start date. The extensions will be enabled by direct awards at agreed costs and will be coterminous to enable a full soft services bundle mobilisation between October 2020 and March 2021.
- 2.11 The timeline of contract extension and procurement process is shown:



- 2.12 The provision of a new CAFM/Helpdesk and management bundled service is not deliverable ahead of the target KBR demobilisation in Dec – March 2021. As a result the soft services bundle will be mobilised in a two-step approach as the cleaning contracts cannot be extended to align to the new management contract start date as the cleaning supplier (Interserve) is no longer on the required

frameworks. It is anticipated that this should cause minimal service disruption due to the nature and singularity of the soft bundle. The LFB Property team may need to provide additional contract management and finance support in the gap until the new CAFM bundle is procured. LFC Operations may need to engage directly with the soft helpdesk during the mobilisation phase of the new CAFM system.

- 2.13 Both the new suppliers and the internal LFC contract management teams will be required to have trained all staff delivering the FM services before the end of the mobilisation period to allow the successful testing of the service model before the end of the same period. The ways of working will form the basis of the training thereby ensuring consistency of approach across both Supplier and LFC stakeholders and managers. Fire stations will be provided with comprehensive communications regarding the standard of soft services they should expect and how to report any variances.

#### *Risk and Dependencies*

- 2.14 A key dependency to fully deliver the soft services contract bundle at a competitive price is the collation of building data including:

- A clear and unambiguous naming convention of buildings and their associated rooms/areas to be developed by LFC Property.
- A complete set of building CAD plans and accurate GIA/NIA data. This will require circa 220 hours to complete from CAD plans plus spot check of onsite confirmations on a percentage of the estate. A £15,000 fee for the estate re-measure is calculated on the basis of a desktop review of CAD drawings assuming circa two hours per property using the Dron and Wright contract rates. This expenditure is included with the total amount sought for approval in this report; the decision to incur expenditure falls within the delegations to the Assistant Director, Property.

- 2.15 The major risks are outlined below:

*Table 2:*

<b>Risk</b>	<b>Mitigation</b>
The Project has no contingency in terms of time and delay to any activity will lead to a delay of the project.	Secure contract extensions to proposed timeline  Ensure sufficient resourcing in place to deliver project to agreed timescales.  Implement robust governance around management of project
A new soft bundle delivery partner is selected and may take time to get up to speed with the Project	The procurement exercise to select a provider has realistic timelines for procurement and mobilisation. Timelines for governance will require monitoring as they are outside of the project team's control
The LFC Transformation Programme will be placing unknown changes on the Project requirements.	Engage with transformation team to ensure that there is clarity around requirements.
FM team and Stakeholders may not be fully/properly engaged	FM team to actively drive specification content via workshops and 121s

	Stakeholder engagement strategy to be developed  Workshops scheduled to ensure that Stakeholders are properly engaged
The FM Operational model and Contracts may cost more than is affordable/has been budgeted for	Obtain accurate building data to facilitate "Should Costing" against standard industry benchmarks  Regular engagement with Finance representative
There is a risk that LFC and the supply chain may be unable to fully support solution both in the gap between soft bundle commencement and CAFM commencement, and longer term due to LFC capacity and capability, including IT	Clear specifications to outline requirements at the start of the procurement process and a tender selection process which identifies any early failings in service provision  Regular contact with supply chain & monitoring of situation to deal with as problems arise

- 2.16 The soft services costs for both the contract extensions and the new soft services bundle will be met from Property revenue budget. Should the requirement for additional variable spend be generated due to wider LFB projects including community access, security revisions or new utilisation patterns the funding for this will be sought through the usual annual spend reviews within LFB. The current annual budget for the relevant soft services (planned and reactive) is £2,400,000. A saving on security of £125,000 was proposed for 2021/22 and included in the 2020/21 Budget report. This is now unlikely to be achieved and will be reviewed during the 2021/22 budget process.
- 2.17 In order to estimate the cost of the soft services bundle this paper assumes the budget for these services remains constant (subject to uplift within LFB due to additional service requirements e.g. further guards). On this basis the three-year whole life cost of the contract is anticipated to be £8,230,000. This allows for inflation by 5% compound interest over three years. This percentage has been used as CPI 1.4% which is assumed to cover the expected requirement to increase to the contract on extension for the new London Living Wage of £10.75 per hour (from £10.25).
- 2.18 Each year the LFB Property department is required to propose savings against the total approved budget. The potential not to be able to achieve any saving on this contract in the future only puts pressure on other budgets managed by Property to achieve the target. The tender process and contract pricing will limit the amount of flexibility which can be delivered from in contract spend reducing the Brigade's ability to use variable services. Should the requirement for manned guarding increase due to a change in LFC security policy the Property budget will need to be increased to cover this cost.

Table 3:

		Budget 19/20	Forecast 19/20 (£m)	Budget 20/21	Budget 21/22	Budget 22/23	Total (£m) Year 1-3
Soft	Planned and variable	£2.41	£2.54	£2.64	£2.74	£2.85	£8.23

- 2.19 The total value of the short-term extensions of the LFC security contract required is outlined below:
- Security: June 2020 – 31 October 2020 for a total value of £183,795 for 5 months (Merton – £11,559 per month so £57,795, Union Street – £25,200 per month so £126,195)
  - Grounds Maintenance: 31 July 2020 – 31 October 2020 (3 months) for a total of £28,249
- 2.20 A tolerance of 10% is requested due to the contractors' position being unknown regarding their appetite to extend for a short period.

#### *COVID-19 contingency*

- 2.21 The COVID-19 pandemic has resulted in widespread disruption for the property and FM markets which due to their physicality are significantly impacted by the recent government restrictions. This may result in the tender process of the soft bundle of services being disrupted. In the event that the market is severely disrupted due to the current COVID-19 crisis, and as a result the intended original procurement does not deliver a viable outcome (such as receiving no bids at all or receiving only non-compliant bids), it is necessary to have a contingency plan in place for the continuity of services.
- 2.22 The Cabinet Office's Procurement Policy Note – Responding to COVID-19 – PPN 01/20 March 2020 gives information and guidance on the Public Contracts Regulations (PCR) and responding to the coronavirus, COVID-19, outbreak. Specifically, it notes that in these exceptional circumstances, authorities may need to procure goods, services and works with extreme urgency, and this could be via a direct award of contract or extension or addition to an existing contract. These options would apply to LFC if the intended original procurement fails to deliver.
- 2.23 For LFC, the preferred route would be to negotiate a variation to the existing contract. This would be negotiated to be within the existing budget envelope for the original intended procurement, and the duration would be limited to such period as would be required to facilitate the procurement of a longer-term arrangement when the COVID-19 crisis is over.
- 2.24 If the soft service contracts included in this paper cannot be procured on the timeline above, the estimated ongoing monthly costs for these services would be £237,000 per month.
- 2.25 The LFC would seek further legal and commercial advice should it prove necessary to pursue this option.

### **3. Equality comments**

- 3.1 The London Fire Commissioner and the Deputy Mayor for Fire and Resilience are required to have due regard to the Public Sector Equality Duty (s149 of the Equality Act 2010) when taking decisions. This in broad terms involves understanding the potential impact of policy and decisions on different people, taking this into account and then evidencing how decisions were reached.
- 3.2 It is important to note that consideration of the Public Sector Equality Duty is not a one-off task. The duty must be fulfilled before taking a decision, at the time of taking a decision, and after the decision has been taken.
- 3.3 The protected characteristics are: Age, Disability, Gender reassignment, Pregnancy and maternity, Marriage and civil partnership (but only in respect of the requirements to have due regard to the need to eliminate discrimination), Race (ethnic or national origins, colour or nationality), Religion or belief (including lack of belief), Sex, and Sexual orientation.
- 3.4 The Public Sector Equality Duty requires decision-takers in the exercise of all their functions, to have due regard to the need to:



- (a) eliminate discrimination, harassment and victimisation and other prohibited conduct;
  - (b) advance equality of opportunity between people who share a relevant protected characteristic and persons who do not share it; and
  - (c) foster good relations between people who share a relevant protected characteristic and persons who do not share it.
- 3.5 Having due regard to the need to advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it involves having due regard, in particular, to the need to:
- (a) remove or minimise disadvantages suffered by persons who share a relevant protected characteristic where those disadvantages are connected to that characteristic;
  - (b) take steps to meet the needs of persons who share a relevant protected characteristic that are different from the needs of persons who do not share it; and
  - (c) encourage persons who share a relevant protected characteristic to participate in public life or in any other activity in which participation by such persons is disproportionately low.
- 3.6 The steps involved in meeting the needs of disabled persons that are different from the needs of persons who are not disabled include, in particular, steps to take account of disabled persons' disabilities.
- 3.7 Having due regard to the need to foster good relations between persons who share a relevant protected characteristic and persons who do not share it involves having due regard, in particular, to the need to—
- (a) tackle prejudice, and
  - (b) promote understanding.
- 3.8 The equality impact assessment indicates that the proposals in this report will not have a disproportionately adverse effect on any persons with a particular characteristic.

#### **4. Other considerations**

##### *Workforce comments*

- 4.1 The workforce implications of the provision of the revised FM model supports a positive outcome for staff as benefits will be realised by a safer and improved place to work with more effective service provision. Property Services staff have been, and will continue to be, fully engaged in the development of the Target Operating Model (TOM); this has included an all-Property Services staff workshop on 9 January 2020 to discuss the team's purpose, vision and strategic objectives, and staff are currently being invited to a series of property discussion groups to focus in more detail on each property work stream. In addition team members participated in site visits in January and February with the AD Property Services, which are providing these staff with a greater understanding of stakeholder perceptions. Property Services staff will be fully involved in the design of the new structure for the LFC property function as this unfolds in the coming months.
- 4.2 The recognised trade unions which collectively represent Property Services staff (GMB and UNISON) have been kept abreast of developments within the Joint Committee for Support Staff (JCSS), recently renamed the 'Joint Committee for FRS staff' (JCFRS). The AD Property Services attended the JCFRS meeting on 28 January 2020 and updated on progress in delivering the TOM. The trade unions were assured that they would be fully consulted with regards the revised Property organisation structure and ways of working in the coming months. After Corporate Services Directorate Board on 4 February 2020, report LFC-0308, and the Strategy for Facilities Management services provision report,

were sent to GMB and UNISON (redacted as necessary in respect of commercially sensitive information) in the event the trade unions had comments on the proposed strategy, and these reports generally, which they wished to be reported to Commissioner's Board on 12 February 2020. No comments were provided.

- 4.3 There are no anticipated TUPE implications for LFB as the proposed strategy would only require transfers between supplier organisations. This would include the 2 dedicated helpdesk staff in KBR Swindon as they would be covered by the CAFM/MI/Helpdesk/finance bundle.

#### *Sustainability implications*

- 4.4 The project will be administered in alignment with the authority's sustainability policies. Details on the scope of how this project impacts on those policies is located within the SDIA (Sustainable Development Impact Assessment) completed for these works.
- 4.5 A registration with Construction Line (a pre-qualification scheme for UK based construction companies) would be a requirement for all tendering companies which includes checks to ensure all companies are compliant with the Modern Slavery Act. The minimum requirements set by Construction Line are:
- All UK workers receive minimum wage and robust immigration checks. Further checks have also been made to ensure that the preferred bidder pays the London Living Wage and appropriate conditions will be included in the contract in line with LFC policy.
  - Map supply chains to identify where the highest risk and exposure to modern slavery exists; undertake site inspections; provide training to local employees and local suppliers and other initiatives to manage modern slavery risks.
- 4.6 Pending agreement of this report's recommendations and establishment of the project board, sustainability expertise will be sought to advice on the sustainable objectives of this project. This will include sustainable cleaning products and maintenance techniques within the contract specifications.

## **5. Financial comments**

- 5.1 This report recommends that the existing contracts for LFB security and grounds maintenance are extended to 31 October 2020 at a total cost of £212,000, with a 10% contingency of £21,000, for total expenditure of up to £233,000. The report then goes on to recommend that an approach to market is made for a single bundled contract of soft facilities going forwards, with an estimated cost of £8,230,000 over three years, made up of £2,640,000 in 2020/21, £2,740,000 in 2021/22 and £2,850,000 in 2022/23. This is funded from resources approved in the LFC 2020/21 Budget Report (LFC-0324), which includes the additional funding requirement of £113,00 in 2020/21 for the extension of current contracts and the new single bundled contract; referred to in the appended report LFC-0308 (paragraph 35).
- 5.2 The report also states that a remeasure of the estate will be carried out at a cost of £15k, funding for which is also included in the Budget for 2020/21.
- 5.3 The report notes that the existing saving for security costs (£125,000) at Clerkenwell and Lambeth for 2021/22 may also not be achievable, and should be reviewed as part of the budget process for next year.

## **6. Legal comments**

- 6.1 Under section 9 of the Policing and Crime Act 2017, the London Fire Commissioner (the "Commissioner") is established as a corporation sole with the Mayor appointing the occupant of that office. Under section 327D of the GLA Act 1999, as amended by the Policing and Crime Act 2017, the Mayor may issue to the Commissioner specific or general directions as to the manner in which the holder of that office is to exercise his or her functions.
- 6.2 By direction dated 1 April 2018, the Mayor set out those matters, for which the Commissioner would require the prior approval of either the Mayor or the Deputy Mayor for Fire and Resilience (the "Deputy Mayor").
- 6.3 Paragraph (b) of Part 2 of the said direction requires the Commissioner to seek the prior approval of the Deputy Mayor before "[a] commitment to expenditure (capital or revenue) of £150,000 or above as identified in accordance with normal accounting practices..."
- 6.4 The statutory basis for the actions proposed in this report is provided by sections 7 and 5A of the Fire and Rescue Services Act 2004 ("FRSA 2004"). Under section 7 (2)(a) FRSA 2004, the Commissioner has the power to secure the provision of personnel, services and equipment necessary to efficiently meet all normal requirements for firefighting and section 5A allows the Commissioner to procure personnel, services and equipment they consider appropriate for purposes incidental or indirectly incidental to their functional purposes.
- 6.5 General Counsel also notes that the proposed services will be procured in compliance with the Public Contracts Regulations 2015 (PCR), Cabinet Office PPN 01/20, and the Commissioner's Scheme of Governance.
- 6.6 The PPN 01/20 published on 18 March 2020 summarises the basis on which contracting authorities may lawfully procure goods, services and works with extreme urgency using PCR Regulations 72 and 32(2). These regulations allow the direct award of contracts without prior publication or competition if matters of extreme urgency require it, which would allow the new contract to be awarded direct to one supplier if circumstances require it, as set out in the body of the appended Report.
- 6.7 In addition, the PCRs allow bodies to vary existing contracts (for example to cover the current need for additional cleaning services) where such changes do not exceed 50% of the original contract price and a change of contractor would cause significant inconvenience or substantial duplication of costs for the contracting authority. Those thresholds are being met by the proposals to extend the existing contracts as set out in this report. Officers will ensure that notices are published in accordance with regulations 51 and 72(3), publicising any such contract modifications.

### **Appendices and supporting papers:**

Appendix 1: Report LFC-0308 - Facilities Management Soft Services Provision

**Public access to information**

Information in this form (Part 1) is subject to the Freedom of Information Act 2000 (FOI Act) and will be made available on the GLA website within one working day of approval.

If immediate publication risks compromising the implementation of the decision (for example, to complete a procurement process), it can be deferred until a specific date. Deferral periods should be kept to the shortest length strictly necessary. **Note:** This form (Part 1) will either be published within one working day after approval or on the defer date.

**Part 1 Deferral:****Is the publication of Part 1 of this approval to be deferred? Yes**

If YES, for what reason:

The commercial interests of the London Fire Commissioner require deferral of the decision until after the cooling off period for the contract award has expired.

Until what date: 1 August 2020

**Part 2 Confidentiality:** Only the facts or advice considered to be exempt from disclosure under the FOI Act should be in the separate Part 2 form, together with the legal rationale for non-publication.

**Is there a part 2 form – NO**

**ORIGINATING OFFICER DECLARATION:**

Drafting officer to confirm the following (✓)

**Drafting officer**

Richard Berry has drafted this report with input from the LFC and in accordance with GLA procedures and confirms the following:

✓

**Assistant Director/Head of Service**

Niran Mothada has reviewed the documentation and is satisfied for it to be referred to the Deputy Mayor for Fire and Resilience for approval.

✓

**Advice**

The Finance and Legal teams have commented on this proposal.

✓

**Corporate Investment Board**

This decision was agreed by the Corporate Investment Board on 4 May 2020.

**EXECUTIVE DIRECTOR, RESOURCES:**

I confirm that financial and legal implications have been appropriately considered in the preparation of this report.

**Signature****Date**

15 May 2020