



ADVANCED PUBLICATION OF REPORTS

This publication gives five clear working days' notice of the decisions listed below.

These decisions are due to be signed by individual Cabinet Members and operational key decision makers.

Once signed all decisions will be published on the Council's Publication of Decisions List.

- 1. BATHROOM POD INSTALLATION AT BRIMSDOWN ESTATE, VARIOUS PROPERTIES BRIMSDOWN AVENUE AND CROFT AVENUE, EN3**
(Pages 1 - 12)
- 2. TO AWARD THE CASH COLLECTION CONTRACT FROM PAY AND DISPLAY MACHINES** (Pages 13 - 22)

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MUNICIPAL YEAR 2019/2020 REPORT NO.**ACTION TO BE TAKEN UNDER DELEGATED AUTHORITY**

OPERATIONAL DECISION OF:
Sarah Cary
 Executive Director – Place

Agenda – Part: 1	KD Num: 4922
Subject: Bathroom Pod installation and refurbishment works, Brimsdown Estate. Various properties at Brimsdown Avenue and Croft Avenue EN3	
Wards: Enfield Highway	

Contact officer and telephone number:

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1. EXECUTIVE SUMMARY

- 1.1 This project was identified as part of the Better Council Homes Workplan and Budgets 2019/20 (KD 4830) which was approved by Cabinet on 13 February 2019.
- 1.2 The project is included in the 30-year HRA Business Plan, which was detailed in Housing Revenue Account (HRA) Business Plan Budget 2019/20, Rent Setting and Service Charges report (KD 4741) and was approved by Cabinet on 13 February 2019 and Council on 27 February 2019.
- 1.3 This report proposes the direct award of a contract through the Procurement Hub Framework, to complete the installation of bathroom pods commenced by another principal contractor, Lakehouse Contracts Ltd. who; subsequently went into administration.

2.1 RECOMMENDATIONS

That approval be given to direct award of the bathroom pod and refurbishment works installation.

3. BACKGROUND

- 3.1 Brimsdown Pods renewal is a bathroom Pod replacement project which was identified through the Councils asset data as poorly performing stock with high levels of repairs. The project involves the renewal of pre-fabricated bathrooms Pods and all associated construction works.
- 3.2 The original contract for the supply of 60 pods and refurbishment works was let to Principal Contractor 'Lakehouse Contracts Ltd.' in October 2017. This contractor subsequently went into administration in January 2019 with works uncompleted on site.
- 3.3 In the interim period, locally based contractors have been used to make the site safe and weather tight where building operations were left uncompleted. These works are currently ongoing and can only be considered temporary in nature until the main contract is let.
- 3.4 It is proposed to award a contract by direct call off via a recognised framework to Allenbuild Ltd. as they were part of the Lakehouse supply chain and are familiar with the detailed requirements of the project, which time critical. This method accelerates the procurement process. The main contractor also shares the same company group as the pod supplier, assisting an early delivery on site.

4. ALTERNATIVE OPTIONS CONSIDERED

- 4.1 Consideration was given to the procurement of the works through a competitive tender process.
- 4.2 In terms of procurement options there were two main routes for consideration:
 - i. Use of a suitable consortia framework agreement, with appointment via direct award
 - ii. Unilateral tendering of a bespoke contract utilising either the open or restricted process
- 4.3 Using a framework can save time and money, while still delivering a service specified to local requirements. Contractors are assessed for suitability prior to joining the framework and have signed up to pre-agreed terms and conditions. Standard documentation is also provided as well as support from the framework itself.
- 4.4 Frameworks provide a direct award option which enables Clients to enter into contract with Suppliers using the most expedient route to

market available, whilst remaining compliant with the Public Contract Regulations 2015.

- 4.5 Tendering a contract allows clients to create bespoke documentation designed to fit its requirements. This approach also opens the opportunity to tender to a wider group of bidders.
- 4.6 However, as the project is time critical; a direct call off via a recognised Framework; is recommended.

5. REASONS FOR RECOMMENDATIONS

It is important that works commence at the earliest opportunity due to the residents being left with incomplete works. Term contractors have carried out emergency repairs and health and safety works. However, most residents are left with the original deteriorating pods and incomplete refurbishment works

6. COMMENTS FROM OTHER DEPARTMENTS

6.1 Financial Implications

See part 2 report.

6.2 Legal Implications

- 6.2.1 Section 111 of the Local Government Act 1972 gives a local authority power to do anything (whether involving the expenditure, borrowing or lending of money or the acquisition or disposal of any property or rights) which is calculated to facilitate, or is conducive or incidental to, the discharge of any of its functions. The matters outlined in this report are incidental to the functions of the Council's departments and are intended to help ensure an effective service.
- 6.2.2 The Council also has a general power of competence in section 1(1) of the Localism Act 2011. This states that a local authority has the power to do anything that individuals generally may do provided it is not prohibited by legislation.
- 6.2.3 The Council's Constitution, the Contract Procedure Rules ("CPR's") permit the Council to procure services from an existing legally compliant framework if the framework terms permit such and the framework is accessible by the Council.
- 6.2.4 The Council's Corporate Procurement Service should conduct due diligence on the use of the Framework and must be satisfied the Council may procure these services in accordance with the Framework

Agreement. The Call Off must be undertaken strictly in accordance with the terms of the Framework

- 6.2.5 The Council must comply with its obligations relating to obtaining best value under the Local Government (Best Value Principles) Act 1999.
- 6.2.6 As the Call Off Contract's value is over £250,000 this is a Key Decision and the Key Decision procedure should be followed.
- 6.2.7 The Call Off Contract will need to be sealed on behalf of the Council.

6.3 Procurement Implications

- 6.3.1 Any procurement must be undertaken in accordance with the Councils Contract Procedure Rules (CPR's) and the Public Contracts Regulations (2015).
- 6.3.2 As the contract is over £250k the service must ensure that sufficient security has been considered.
- 6.3.3 Due diligence and approval of the Procurement Hub Framework Agreement has been undertaken by the Procurement & Commissioning Hub prior to any procurement.
- 6.3.6 Any call-off from a Framework must be carried out in line with the relevant framework process and via the E-Tendering Portal, with all documentation retained.
- 6.3.7 The service must ensure that authority to procure has been obtained and must be uploaded onto the London Tenders Portal.
- 6.3.8 The procurement and award of the contract, including evidence of authority to award, promoting to the Councils Contract Register, and the uploading of the executed contract must be undertaken on the London Tenders Portal including future management of the contract.
- 6.3.9 The awarded contract must be promoted to Contracts Finder to comply with the Government's transparency requirements.

6.4 Property Implications

There are no property implications in connection with this report.

7 KEY RISKS

Risk	Mitigating action	Residual risk High / Medium or Low
Necessary procurement skills for the project	<p>Consultants are providing specialist contract administration and procurement support services</p> <p>The Council's Project Manager has significant procurement experience.</p>	Low
Supplier has necessary skills and qualifications	The proposed Contractor has been fully reviewed by the consultant and is a specialist in pod delivery	Low
Compliance with Public Contracts Regulations 2015	Contract procured via established framework with support from the framework providers who ensure compliance with the framework rules and Public Contract Regulations 2015	Low
Contractual issues	The Councils requirements are built into the contract and bespoke tender documentation	Med
Supplier performance	<p>Clearly defined key performance indicators (KPI's) have been incorporated into the contract.</p> <p>Adequate contract management and administration will be applied and contract monitoring meetings take place at regular intervals.</p>	Low

	Retention clauses have been incorporated into the contract, together with a performance bond	
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8 IMPACT ON COUNCIL PRIORITIES – CREATING A LIFETIME OF OPPORTUNITIES IN ENFIELD

8.1 Good homes in well-connected neighbourhoods

The programme will improve the quality of existing homes and therefore positively impact on the quality of life for our residents.

8.2 Sustain strong and healthy communities

Improving the existing homes where people desire to live will help to create and maintain strong sustainable communities.

8.3 Build our local economy to create a thriving place

Ensuring residents can fully participate in activities within their neighbourhood.

9 EQUALITIES IMPACT IMPLICATIONS

9.1 These works have been identified based on the condition of the stock in line with the Decent Homes Standard and are therefore not available to all residents in our properties. It is therefore not deemed necessary to carry out an equality impact assessment/analysis at this time.

9.2 We will work closely with individual tenants throughout the project to ensure all relevant individual circumstances are considered during the works.

9.3 Any contracts awarded should include a duty on the successful applicant to assist us with meeting our obligations under the Equalities Act 2010.

9.4 Individual requirements will be addressed prior to starting on site to identify any adaptation work or specific needs that may be required by residents.

10 PERFORMANCE AND DATA IMPLICATIONS

Project specific performance measures (KPI's) will be incorporated into the contract to track progress, satisfaction, quality and financial performance. These will be monitored at monthly progress meetings.

11 HEALTH AND SAFETY IMPLICATIONS

Work is notifiable under CDM and appropriate appointments will be made.

12 PUBLIC HEALTH IMPLICATIONS

The work will contribute towards reducing heating bills, sustaining tenancies, reducing fuel poverty and improving the environment for the residents.

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

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MUNICIPAL YEAR 2019/2020 REPORT NO.

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**ACTION TO BE TAKEN UNDER
DELEGATED AUTHORITY****Agenda – Part: 1****KD Num: KD5048****Subject:****To award the cash collection contract
from Pay and display machines****OPERATIONAL DECISION OF:**Director of Environment &
Operational Services**Wards: ALL**

Contact officer and telephone number:

Adrian Wise, 020 8379 3560

Email: adrian.wise@enfield.gov.uk**1. EXECUTIVE SUMMARY**

This report seeks approval to award the cash collection contract to the preferred tenderer after using the tender process from the Eastern Shires Purchasing Organisation (ESPO) Framework 32F Cash Collection, Cash and Valuables in Transit Services for a contract period of 3+1+1 years.

2. RECOMMENDATIONS

To approve the award of the Cash Collection Contract to the successful tenderer named in Part 2 of the report.

3. BACKGROUND

- 3.1 Since 2016 Enfield's cash collection from Pay and Display machines has been carried out by a private contractor. Prior to this, the cash collection was carried out by in-house cashiers but the service closed.
- 3.2 The contractor collects, counts and remits cash from the Council's 220 pay and display machines and from a small number of schools that still require cash collections
- 3.3 The Council had entered into an agreement in February 2016 to call off the ESPO Framework Contract - Cash Collection and Cash and Valuables in Transit Services.
- 3.4 Parking Services, Exchequer Services and Procurement managed a mini tender project with the three named companies on the ESPO framework; G4S, BDI Securities and Contract Securities were invited to bid for the contract in the London Area.
- 3.5 TUPE will apply to one member of the staff that currently works for the current contractor
- 3.6 Please see section 3.6 in part 2 of the report

4. ALTERNATIVE OPTIONS CONSIDERED

- 4.1 To remove all pay and display machines and have all customers wanting to pay to park using alternative methods such as paying using their mobile phones. Whilst this option is already available, pay and display cash payments account for 80% of revenue and to remove this would not be popular with the public in the borough.

5. REASONS FOR RECOMMENDATIONS

Please see part 2 of this report

6. COMMENTS FROM OTHER DEPARTMENTS

6.1 Financial Implications

- 6.1.1 This report seeks to award a Cash Collection Contract for on-street and off-street Parking receipts to the successful tenderer. The total cost of the contract will be met from the existing budgets for cash collecting.
- 6.1.2 Please see part 2 of this report

6.2 Legal Implications

- 6.2.1 S.111 Local Government Act 1972 (“LGA”) gives a local authority power to do anything which is calculated to facilitate, or is conducive or incidental to the discharge of any of its functions. Further, the Council has power under section 1(1) of the Localism Act 2011 to do anything that individuals may do provided that it is not prohibited by legislation and subject to Public Law principles. Under Section 45 of the Road Traffic Regulation Act 1984, the Council has the power to make, and collect, charges for parking within its jurisdiction. The proposals in this report are pursuant to these powers and are in compliance with the Council’s powers.
- 6.2.2 The value of the proposed contract exceeds the relevant EU threshold for services therefore, a fully compliant process must be carried out in accordance with the Public Contract Regulations 2015 and as per the Council’s Contract Procedure Rules (CPRs).
- 6.2.3 The CPRs permit the Council to call-off from an existing Framework if the Framework terms permit, and provided that due diligence has been conducted on the suitability of the framework by the procurement team. It has been confirmed that this has been carried out accordingly.
- 6.2.4 The Council complies with its obligations with regards to obtaining Best Value under the Local Government (Best Value Principles) Act 1999. It is confirmed that this obligation has been complied with when choosing the successful bidder.
- 6.2.5 Due to the value of the contract, this report constitutes a Key Decision, and therefore, the Key Decision procedure has been followed
- 6.2.6 The resultant call off has been prepared in accordance with the ESPO Framework, and has been prepared and agreed by Legal Services. Due to the value of the contract, the contract shall be sealed on behalf of the Council in compliance with the CPRs.

6.3 Property Implications

- 6.3.1 There are no property implications

6.4 Procurement Implications

- 6.4.1 Any procurement must be undertaken in accordance with the Councils Contract Procedure Rules (CPR’s) and the Public Contracts Regulations (2015).
- 6.4.2 The award of the contract, including evidence of authority to award, promoting to the Councils Contract Register, and the uploading of executed contracts must be undertaken on the London Tenders Portal including future management of the contract.
- 6.4.3 All awarded projects must be promoted to Contracts Finder to comply with the Government’s transparency requirements.

- 6.4.4 A mini competition was carried out on the ESPO 32F Framework. Scoring was carried out by stakeholder services, with moderation carried out by P&C Hub.
- 6.4.5 It is expected that the Contract will be managed by the service to ensure that service delivery meets KPI's and that commercially we are only charged what is within the contract. That all monitoring meetings are recorded and information updated to the LTP.
- 6.4.6 That the service undertake a review in good time to ensure that a procurement can be carried out, should the extensions not be taken.

7. KEY RISKS

Risk Category	Comments/Mitigation
Strategic	Risk: If the contract is not put in place the council could be left without cash collection contractor Mitigation: Procurement and Parking will put the new contract in place before the deadline
Operational	Risk: If the contract is not put in place the council could be left without cash collection contractor Mitigation: Procurement and Parking will put the new contract in place before the deadline
Financial	Risk: Company could cease trading Mitigation: The ESPO has carried out financial checks on all companies before they could tender
Reputational	Risk: None identified.
Regulatory	Risk: None identified.

8. INTERNAL DEPARTMENT IMPLICATIONS/CONSULTATION

Pay and display meters are a council asset and if not emptied will shut down and lose the department revenue from the pay and display machines.

9. IMPACT ON COUNCIL PRIORITIES – CREATING A LIFETIME OF OPPORTUNITIES IN ENFIELD

9.1 Good homes in well-connected neighbourhoods

- 9.1.1 The enforcement of traffic and parking is essential in having neighbourhoods that connect both places to live and work within the borough

9.2 Sustain strong and healthy communities

- 9.2.1 Parking and traffic enforcement is necessary to form part of a wider need to help with health communities. Enforcement takes place:

- Outside of schools to ensure that children are safe

- In cycle lanes to keep them clear for people commuting or carrying out exercise
- To deter pavement parking making pavement accessible for pedestrians

9.3 Build our local economy to create a thriving place

9.3.1 The contractors should, where applicable, employ local people.

9.3.2 The contractor will also be required to pay their staff the London Living Wage in line with the Council's requirements.

10. EQUALITIES IMPACT IMPLICATIONS

An initial screening has been carried out and a full equality impact assessment is not required in this instance. However, the following table summarises the key impacts on the various protected groups.

Age	No specific impacts identified
Disability	No specific impacts identified
Gender reassignment	No specific impacts identified.
Marriage or civil partnership	No specific impacts identified.
Pregnancy and maternity	No specific impacts identified.
Race	No specific impacts identified.
Religion or belief	No specific impacts identified.
Sex	No specific impacts identified.
Social economic	No specific impacts identified.

11. PERFORMANCE AND DATA IMPLICATIONS

None Identified

12. HEALTH AND SAFETY IMPLICATIONS

12.1 All contractors that have been allow to tender have shown they comply with Health and Safety Legislation through the ESPO.

12.2 The winning tenderer has provided the council with a full set of risk assessments and Safe Systems of Work, to demonstrate that collections from machines in Enfield can be completed safely.

12.3 Health and safety measures will be regularly reviewed and audit the contractor performance to ensure that the contractor's work, which forms part of the council undertaking is being conducted in way that is legally compliant.

13. HR IMPLICATIONS

None Identified

14. PUBLIC HEALTH IMPLICATIONS

No direct public health implications from this report.

Background Papers – None

By virtue of paragraph(s) 3 of Part 1 of Schedule 12A
of the Local Government Act 1972.

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