

MUNICIPAL YEAR 2015/2016 REPORT NO.

OPERATIONAL DECISION
Director of Schools and
Children's Services

REPORT OF:
Director of Schools and
Children's Services

Agenda – Part: 1

Item: [KD 4250]

Subject: Supply of fresh meat for school meals

Wards: All

Cabinet Member consulted: Cllr Orhan

Contact officer and telephone number:

Schools' Food & Quality Manager; Julia Dowsett 020 8379 3483

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1. EXECUTIVE SUMMARY

The Procurement Across London Group (PAL) (formally known as the London Contracts and Supplies' Group, LCSG) entered into a framework agreement for the supply of fresh meat with four suppliers, including William White Meats Ltd. The framework agreement ran from 1 September 2011 until 31 August 2015, and the Council entered into non-exclusive call-off contracts for the supply of fresh meat to schools with all four suppliers.

Under the terms of the framework, the Council currently purchases fresh meat for schools from William White Meats Ltd. Although the call-off contract officially expired on 31 March 2015, the parties have continued to do business to date as if the contract had continued to run and the Council has carried out regular price reviews to ensure value for money is being achieved.

The London Borough of Havering (PAL Lead Authority) has undertaken a competitive process for a new PAL framework and only one supplier was able to meet the PAL tender requirements. Due to administrative changes within the PAL group, there has been a delay in implementing the new framework, but it is expected to be up and running in February 2016.

This Report seeks approval to enter into a 4 year call-off contract with the supplier appointed to the new PAL framework and to continue the arrangement with William White Meats Ltd until 29 February 2016 while the procurement of the new framework is finalised by PAL.

2. RECOMMENDATIONS

- 2.1 To note the cover arrangements which have been in place since the previous LCSG framework and call-off contract for the supply of fresh meat to schools contract expired, and the actions taken to ensure that the Council continued to get value for money.
- 2.2 To continue with these arrangements until the new PAL framework is in place.
- 2.3 To enter into a call-off contract for the supply of fresh meat to schools from 1 March 2016 to 31 December 2019 under the new PAL framework agreement.

3. BACKGROUND

- 3.1 In order to comply with the Food for Life Catering Mark and mandatory School Food standards fresh meat is purchased taking these into account and the local purchasing and sustainability requirements of the Council.
- 3.2 Following the procurement of the 2011 LCSG framework contract for the provision and delivery of fresh meat, the Council entered into non-exclusive contracts with all of the suppliers on the framework with the intention that orders would be placed where a supplier offers lowest price, and prices would be reviewed every 6 months and a comparison taken to ensure best value. After a comparison of prices, the Council placed orders for the initial period with William White. The relevant approvals were given under a Portfolio Decision taken in June 2012 (KD 3477). Following 6 monthly price reviews, the Council has continued to place orders with William White since July 2012.
- 3.3 Although the call-off contract with William White contains an expiry date of 31 March 2015, the parties have since continued to do business as though the contract had continued to run. Approval is now sought to continue with existing arrangements until the new PAL framework is in place and the call-off contract is signed.

- 3.4 The successful supplier has been appointed to the new PAL framework through a competitive process undertaken by the London Borough of Havering. In this case only one supplier was able to meet the PAL tender criteria.

4 ALTERNATIVE OPTIONS CONSIDERED

- 4.1 Going out to tender independently was considered but it was felt that the prices from a higher volume of purchase in association with other London Boroughs would provide greater value for money and ensure closer monitoring of performance and quality.

5. REASONS FOR RECOMMENDATIONS

- 5.1 The PAL framework contracts represent best value for the council and are accessed by several London Boroughs, with large volume purchasing. Going out to tender independently was considered but it was felt that the prices from a higher volume of purchase would provide greater value for money and ensure closer monitoring of performance and quality.
- 5.2 Furthermore, being a member of the PAL enables Enfield to share and gain best practice as well as influencing the provision of food across London schools.
- 5.3 It is imperative that there are no operational difficulties to the kitchens during this time.
- 5.4 The use of the framework will assist the Council in obtaining the Food for Life Catering Mark Award.

6. COMMENTS OF THE DIRECTOR OF FINANCE, RESOURCES AND CUSTOMER SERVICES, AND OTHER DEPARTMENTS

6.1 Financial Implications

Provision is made within the Catering budgets to meet costs associated with this contract. All costs incurred are estimated to be recovered via the price of the school meal.

6.2 Legal Implications

- 6.2.1 Section 512 of the Education Act 1996 permits a local authority to provide registered pupils at any school maintained by them with milk, meals and other refreshments either on the school premises or at any other place. The power to enter into contracts to provide such facilities and services is contained in Section 111 of the Local Government Act 1972 which permits a local authority to do anything ancillary to, incidental to or

conducive to the discharge of any of its functions. In addition, the Council has the power under section 1(1) of the Localism Act 2011 to do anything that individuals generally may do provided it is not prohibited by legislation and subject to Public Law principles. There is no express prohibition, restriction or limitation contained in a statute against use of the power in this way.

6.2.2 The use of framework agreements is permitted under the Council's Contract Procedure Rules (8.2) subject to the approval of the Assistant Director for Procurement and Commissioning. The Council must ensure that it complies with the terms of the PAL framework when placing orders.

6.2.3 The call-off contract must be in a form approved by the Assistant Director of Legal and Governance.

6.3 Property Implications

None

7. KEY RISKS

7.1 There is a risk to the Council of having no contract in place as this would not be in accordance with Corporate Procurement Rules.

7.2 There is a risk that the selected supplier may go out of business.

8. IMPACT ON COUNCIL PRIORITIES

8.1 Fairness for All

8.2 Growth and Sustainability

8.3 Strong Communities

8.3.1 The Catering Service provides nutritious hot school meals for 80% of the borough's schools, including Free School meals to those eligible and all Infants. For some children it is the only hot meal of the day, and therefore is vital to their health and wellbeing.

9. PERFORMANCE MANAGEMENT IMPLICATIONS

9.1 Performance of suppliers will be carefully monitored to ensure quality and good value for Enfield, prices will be reviewed in order to provide best value for Enfield.

10. HEALTH AND SAFETY IMPLICATIONS

None

11. EQUALITIES IMPACT IMPLICATIONS

- 11.1 An equalities impact assessment/analysis is not relevant and proportionate for the proposal. The renewal of catering contracts is dependent on meeting demands from individual schools who should be assessing their own individual needs to meet the requirements of their particular school communities

12 PUBLIC HEALTH IMPLICATIONS

The Catering Service provides 20,000 hot meals, including free school meals. These have to meet the Government nutrition standards including the allowances and restrictions around meat products. The standards have been put in place to meet the needs of growing children and all of our menus are compliant.

Background Papers

None

MUNICIPAL YEAR 2015/2016 REPORT NO.

OPERATIONAL DECISION
Director of Schools and
Children's Services

REPORT OF:
Director of Schools and
Children's Services

Agenda – Part: 1

Item: [KD 4251]

Subject: Supply of fresh fruit and vegetables
for school meals

Wards: All

Cabinet Member consulted: Cllr Orhan

Contact officer and telephone number:

Schools' Food & Quality Manager; Julia Dowsett 020 8379 3483

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1. EXECUTIVE SUMMARY

This report provides details of the Procurement Across London Group or PAL (formally known as the London Contracts and Supplies' Group, LCSG) framework agreement for the provision and delivery of fruit and vegetables.

The previous PAL framework agreement ran from 1st January 2012 until 31 December 2015, and the Council entered into non-exclusive call-off contracts with the suppliers under that framework for the provision of fruit and vegetables to schools. The London Borough of Havering (PAL Lead Authority) has undertaken a competitive process for a new PAL framework agreement running until 31 December 2019, resulting in three successful suppliers being appointed.

This Report seeks approval to enter into non-exclusive call-off contracts with all three suppliers appointed to the new PAL framework contract to and to place orders for the provision of fruit and vegetables in accordance with the framework terms.

Six monthly price reviews will be in place to ensure best value is achieved.

2. RECOMMENDATIONS

2.1 That approval is given to enter into non-exclusive call-off contracts with the suppliers on the new PAL framework for the provision of fruit and vegetables to schools running from 1st March 2016 to 31st December 2019

2.2 That orders are placed with suppliers in accordance with the framework terms and that six monthly pricing reviews are undertaken to ensure best value is achieved.

3. BACKGROUND

- 3.1 Under the terms of the previous PAL framework, the Council currently purchases fruit and vegetables from Amwell Fruit Company Limited ('Amwell Fruits'). Due to delays in implementing the new PAL framework, the Council's contract with Amwell Fruits has been extended for a short period until 29 February 2016.
- 3.2 In order to comply with the Food for Life Catering Mark requirements and mandatory School Food Standards, fresh fruit and vegetables are purchased taking these into account, and the local purchasing and sustainability requirements of the council.
- 3.3 Three fruit and vegetable suppliers were appointed to the new PAL framework through a competitive process undertaken by the London Borough of Havering (PAL Lead borough).
- 3.4 Meetings have been held with the suppliers to ensure that they all meet requirements for quality and provide the most advantageous prices.
- 3.5 The Council will enter into non-exclusive contracts with all of the suppliers on the framework. Prices will be reviewed six-monthly and a comparison taken to establish that best value is being achieved. This will be subject to review by the Director for Schools and Children's Services with orders placed with an alternative supplier if required to secure best value.

- 3.6 The PAL framework agreement is for four years and will expire 31st December 2019.

4 ALTERNATIVE OPTIONS CONSIDERED

4.1 Going out to tender independently was considered but it was felt that the prices from a higher volume of purchase with PAL in association with other London Boroughs would provide greater value for money and ensure closer monitoring of performance and quality.

5. REASONS FOR RECOMMENDATIONS

- 5.1 The PAL framework contracts represent best value for the council and are accessed by several London Boroughs, with large volume purchasing. Going out to tender independently was considered but it was felt that the prices from a higher volume of purchase would provide greater value for money and ensure closer monitoring of performance and quality. The group regularly meet to ensure that common ingredients are purchased and thus achieving the best price.
- 5.2 Furthermore, being a member of the PAL enables Enfield to share and gain best practice as well as influencing the provision of food across London schools.
- 5.3 The use of the framework will assist the Council in obtaining the Food for Life Catering Mark Award.

6. COMMENTS OF THE DIRECTOR OF FINANCE, RESOURCES AND CUSTOMER SERVICES, AND OTHER DEPARTMENTS

6.1 Financial Implications

Provision is made within the Catering budgets to meet costs associated with this contract. All costs incurred are estimated to be recovered via the price of the school meal..

The Council will enter into non-exclusive contracts with all of the suppliers on the framework. Prices will be reviewed six-monthly and a comparison taken to establish that best value is being achieved.

6.2 Legal Implications

- 6.2.1 Section 512 of the Education Act 1996 permits a local authority to provide registered pupils at any school maintained by them with milk, meals and other refreshments either on the school premises or at any other place. The power to enter into contracts to provide such facilities and services is contained in Section 111 of the Local Government Act 1972 which permits a local

authority to do anything ancillary to, incidental to or conducive to the discharge of any of its functions. In addition, the Council has the power under section 1(1) of the Localism Act 2011 to do anything that individuals generally may do provided it is not prohibited by legislation and subject to Public Law principles. There is no express prohibition, restriction or limitation contained in a statute against use of the power in this way.

6.2.2 The use of framework agreements is permitted under the Council's Contract Procedure Rules (8.2) subject to the approval of the Assistant Director for Procurement and Commissioning. The Council must ensure that it complies with the terms of the PAL framework when placing orders.

6.2.3 The call-off contracts must be in a form approved by the Assistant Director of Legal and Governance.

6.3 Property Implications

None

7. KEY RISKS

7.1 There is a risk to the Council of having no contract in place as this would not be in accordance with Corporate Procurement Rules.

7.2 There is a risk that the selected supplier may go out of business but being part of a multi-supplier framework mitigates this.

8. IMPACT ON COUNCIL PRIORITIES

8.1 Fairness for All See below

8.2 Growth and Sustainability

8.3 Strong Communities

8.3.1 The Catering Service provides nutritious hot school meals for 80% of the borough's schools, including Free School meals to those eligible and all Infants. For some children it is the only hot meal of the day, and therefore is vital to their health and wellbeing. As part of the mandatory Government School Food Standards, fruit and vegetables must be provided daily.

9. PERFORMANCE MANAGEMENT IMPLICATIONS

- 9.1 Performance of suppliers will be carefully monitored to ensure quality and good value for Enfield, prices will be reviewed in order to provide best value for Enfield.

10. HEALTH AND SAFETY IMPLICATIONS

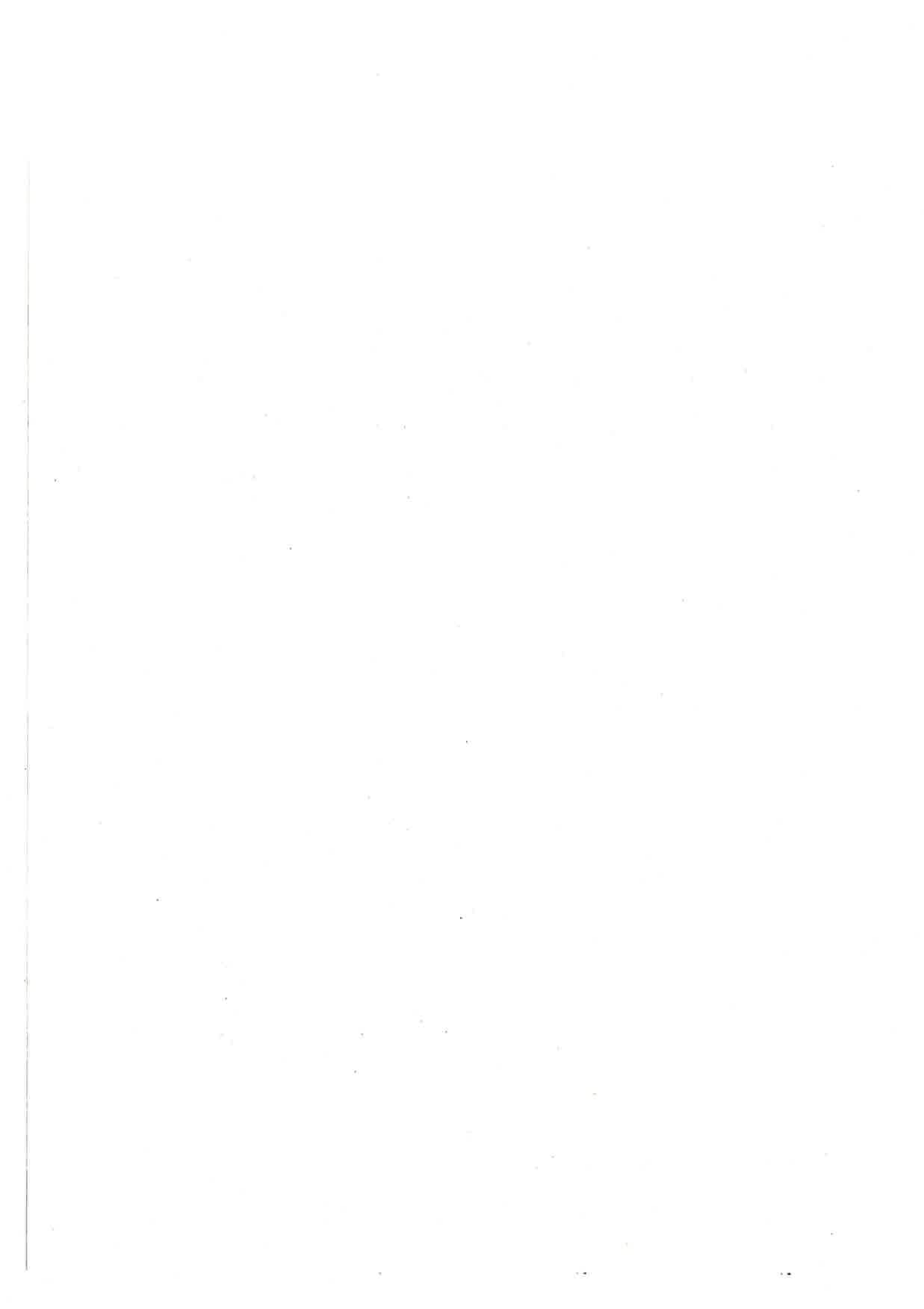
None

11. EQUALITIES IMPACT IMPLICATIONS

- 11.1 An equalities impact assessment/analysis is not relevant and proportionate for the proposal. The renewal of catering contracts is dependent on meeting demands from individual schools who should be assessing their own individual needs to meet the requirements of their particular school communities

Background Papers

None



MUNICIPAL YEAR 2015/2016 REPORT NO.

**ACTION TO BE TAKEN UNDER
DELEGATED AUTHORITY**

PORTFOLIO DECISION OF:
Cllr Ahmet Oykener, Cabinet
Member for Housing &
Regeneration

REPORT OF:
Martin Keenan

Agenda – Part: 1	KD 4158
Subject: Post Tender Report for Great Cambridge Road East – Major Works External Enveloping and Associated Repairs Wards: Enfield Highway, Southbury	
Cabinet Member consulted: Cabinet Member for Housing and Housing Regeneration, Cllr Ahmet Oykener	

Contact officer and telephone number: Martin Keenan – 0208 375 8268
Email: martin.keenan@enfield.gov.uk

1. EXECUTIVE SUMMARY

- 1.1. This report seeks approval to award a contract for enveloping works and associated repairs as part of the Council's Housing Capital works programme.
- 1.2. This is a Key Decision of the Council and is on the Key Decision List, reference KD4158.
- 1.3. Seven contractors from the Major Housing Works Framework were invited to tender on the basis of single stage selective tender. Six tenders were submitted. The tender that is the most economically advantageous and which complies with the tender quality requirements of the Council is recommended.

2. RECOMMENDATIONS

- 2.1 That the proposed scheme is to be funded from the Housing Capital Programme.
- 2.2 That approval is given to accept the most economically advantageous tender complying with the tender requirements of the Council submitted by Contractor 1 (see Part 2 for details).

3. BACKGROUND

- 3.1. The scheme is part of Enfield's Major Works Programme. The scheme was selected after examination of the Council's stock condition survey and selected on the basis of chronological priority, type of work and scheme size respectively.
- 3.2. The scheme consisted of major works to both the external elements of the properties and communal areas to Archers Drive, Norton Close, Ringlewell Close and Yeomans Way. There are 95 properties in the scheme of which 31 are leasehold properties.
- 3.3. The scope of works that has been identified for inclusion within the scheme will typically include the following elements:

Roof covering replacement, Window and door replacement, Concrete repairs and redecoration of previously decorated external elements and internal communal areas, Upgrade/replacement of door entry systems. Upgrade/Installation of the Communal TV aerial system (IRS System), Asbestos removal works, Fire Precaution works, Balcony walkway coatings and balustrading repairs/replacement, Pram shed refurbishment, Replacement of rain water goods, Communal lighting replacement.
- 3.4. Consultants, who were appointed under separate approval after competitive tender, have prepared and administered tendering of the scheme.

4. ALTERNATIVE OPTIONS CONSIDERED

- 4.1 The scheme forms part of the Council's major works programme, which includes for external refurbishment to ensure council property is maintained. It was assessed as a priority on the stock condition survey and therefore no other alternatives have been considered.

5. REASONS FOR RECOMMENDATIONS

- 5.1 All contractors who tendered for this project have fulfilled the Council's criteria for undertaking this type and value of work.
- 5.2 The recommended contractor has submitted the most economically advantageous tender and has been judged capable of complying with the specification and quality requirements.
- 5.3 This scheme forms part of the Council's on-going programme to maintain its housing stock and fulfil its landlord obligations.

6. COMMENTS OF THE DIRECTOR OF FINANCE, RESOURCES AND CUSTOMER SERVICES, AND OTHER DEPARTMENTS

6.1 Financial Implications

- 6.1.1 The comments of the Director of Finance, Resources & Customer Services are detailed in Part 2 of this Delegated Authority Report. The scheme has been reported as part of both the five year and annual procurement plans.

6.2 Legal Implications

- 6.2.1 The contents of this report constitute a Key Decision as the recommendation to accept the recommended tender for the works will lead to capital expenditure exceeding £250,000. This item has been included in the Key Decision List reference. KD4158. Once approved the decision to proceed will be subject to the usual five day call-in period.
- 6.2.2 The Council has the power to alter, repair or improve its housing stock in accordance with Section 9 of the Housing Act 1985. Under section 20 of the Landlord and Tenant Act 1985, the Council as landlord has the ability to recharge leaseholders for major works via service charges, provided that there has been appropriate consultation pursuant to the Service Charges (Consultation Requirements) (England) Regulations 2003 (SI 2003/1987) The Council further has power under Section 111 of the Local Government Act 1972 to do anything which is calculated to facilitate, or is conducive or incidental to, the discharge of any of its functions. Additionally the Council is empowered to enter into contracts for the discharge of its legal powers (section 1 Local Government (Contracts) Act 1997). The Council moreover has a general power of competence under section 1(1) of the Localism Act 2011 to do anything that individuals generally may do, provided it is not prohibited by legislation and subject to Public Law principles.
- 6.2.3 Seven contractors were selected from The Major Housing Works Framework to tender for the opportunity, on the basis of single stage selective tender. The use of a compliant framework agreement is permitted under the Council's Contract Procedure rules. The Client has confirmed that the tender procedure was carried out in accordance with the terms of the Framework.
- 6.2.4 Throughout the engagement of the service provider, the Council must comply with its obligations with regard to obtaining best value under the Local Government (Best Value Principles) Act 1999.

- 6.2.5 Any resultant legal contracts required in association with this matter must be in a form approved in writing in advance of contract start date and service commencement by the Assistant Director of Legal Services. The works contract terms are in the form of the JCT Intermediate Building Contract with Contractor's Design (2011 Edition) as amended by Trowers & Hamblins.
- 6.2.6 Given the proposed contract value for the works, the sealing requirements of the CPR rule 18.3 must be complied with (including attestation by or on behalf of the Assistant Director of Legal Services).
- 6.2.7 Also, in view of the proposed contract value for the works exceeding £250,000, a performance bond will be required on behalf of the Contractor, and must be executed and received before work starts on site.

6.3 Property Implications

- 6.3.1 The Council's standard residential lease places the obligation on the Council as landlord to undertake the proposed external repairs and enveloping works to preserve the fabric of the buildings. The council may recover a proportionate cost from the leaseholders.
- 6.3.2 As long as it has carried out correctly the Section 20 Notice procedures under the Landlord and Tenant Act 1985 (as amended) (and regulations issued pursuant to section 20), the Council will be able to recover a proportionate amount of the costs from leaseholders towards the cost of the services provided. The Council must therefore ensure that leaseholder consultations are carried out in good time in advance, prior to the award of the works contract.
- 6.3.3 Undertaking the repairs and improvements should help extend the life of the buildings and reduce annual maintenance costs.

6.4 Leaseholder Implications

- 6.4.1 There are 31 leaseholders involved in this contract, within the 5 Blocks identified for the proposed works.
- 6.4.2 The Notices of Intention [schedule 3] were served on 8th January 2016.
- 6.4.3 The Notices of Estimate are not required to be served during consultation under the frame work agreement.
- 6.4.4 The total cost to leaseholders is estimated at £520,000. The average cost per leaseholder is £17,000, the lowest charge per leaseholder is £15,000 and the highest charge is £23,000. Resident Leaseholders have a maximum period of 9 years

repayment option to spread their payments, with two years interest free, from the date of the invoice in accordance with the Councils Financial Assistance Package.

7 KEY RISKS

7.1 The main risks to the scheme are presented in tabular form below together with the corresponding mitigation actions.

• Key: H = High, M = Medium, L = Low

Item	Risk	Impact	Probability	Mitigation	Owner
1	Non Delivery of Project	H	M	Develop project delivery plan, commission consultants and contractor ASAP.	Housing Professional Services (HPS)
2	Quality Issues	H	M	Set benchmark, monitor site meetings through Contract Administrator (CA) & Clerk of Works (COW) reports, measure continuous improvements using KPIs.	HPS PM
3	Cost Overrun	M	L	Rigorous Cost Planning, early reporting, comprehensive specification, inclusion of contingencies, tender analysis.	HPS PM
4	Time Overrun	H	M	Manage approvals stage – instil sense of urgency by senior staff. Monitor programme, monthly progress reports & LADs.	HPS PM
5	Extended Consultation	M	M	Establish key milestones and communication strategy at the outset.	HPS
6	Additional Works Identified	M	M	Detail and agree scope of works, prioritise core DHS works and use contingency	HPS

7.2 Suitable steps to be taken to monitor/ensure mitigating actions identified are carried out for the risk register (including any actions) to be reviewed regularly to ensure the Council remains protected.

8 IMPACT ON COUNCIL PRIORITIES

8.1 Fairness for All

8.1.2 The proposed works will enhance the fabric and appearance of the Council's properties and provide better facilities to the residents. Undoubtedly, the proposed scheme will assist in

meeting the Council's objectives by providing economically successful and socially inclusive communities.

8.2 Growth and Sustainability

- 8.2.1 The new double glazed windows will reduce heat loss and achieve noise reduction. In addition, the improvements will have positive impact on the energy performance of the Council's stock. Products specified and materials used will be sustainable and energy efficient. The contractor and manufacturers are required to have a stringent Environmental Policy in place in accordance with the Framework requirements.
- 8.2.2 All contractors' party to the Framework agreement are bound to participate in joint initiatives with the client and each other to establish Employment and Training Contracts so as to secure continuity of employment opportunities, co-ordinated training opportunities and sponsored college placements.
- 8.2.3 The client will employ a training co-ordinator who will work alongside the contractors to ensure the successful completion of training contracts, apprenticeships and any other employment opportunities pursuant to any call off contract. The training co-ordinator is funded by the contractors.

8.3 Strong Communities

- 8.3.1 The project promotes Key Council values and places emphasis on residents' empowerment and participation through involving residents groups in the consultation process from inception to completion. The scheme addresses the Council's objective by involving the public in the decision making process and help them play an active role in their local neighbourhoods.

9 EQUALITY IMPACT IMPLICATIONS

- 9.1 It is not deemed relevant or proportionate to carry out an equality impact assessment/analysis for the approval of the tender that represents the lowest price and complies with the tender requirements of the Council for external repairs as part of the Council's Decent Home Programme.

10 PERFORMANCE MANAGEMENT IMPLICATIONS

- 10.1 The works will benefit 95 properties which will be made decent and others will be prevented from becoming non-decent. The performance of the contractor is measured by the implementation of Key Performance Indicators compiled on a monthly basis. These are scored by the Contract Administrator and representatives from the Councils officers.

11 HEALTH AND SAFETY IMPLICATIONS

- 11.1 The Health and Safety Policies statement have been submitted by all the contractors as part of the framework selection and tendering process.
- 11.2 The project is notifiable to the Health and Safety Executive (HSE) under the Construction (Design and Management) Regulations 2015 (CDM).
- 11.3 A Pre-Tender Health and Safety Plan was submitted with the tender and the Contractor will submit a Pre-Construction Health and Safety Plan once appointed. This will be updated throughout the contract and a Health and Safety File issued upon completion of the works.

12 PUBLIC HEALTH IMPLICATIONS

- 12.1 The proposed project, 'Great Cambridge Road East, External Enveloping and Associated Works', overall, will improve the physical health of the residents by reducing fuel poverty, creating warmer homes and improving respiratory health of children and older people; and improve mental health by reducing noise transmission, and enhancing the sense of security related to new fabric.
- 12.3 To help alleviate condensation and mould, tenanted properties will be provided with trickle vents to new windows and the existing extract ventilation will either be overhauled or renewed.

13 Background Papers

- 13.1 Not applicable.

