



## NOTICE OF MEETING

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# Cabinet Procurement Committee

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TUESDAY, 15TH SEPTEMBER, 2009 at 19:30 HRS - CIVIC CENTRE, HIGH ROAD, WOOD GREEN, N22 8LE.

MEMBERS: Councillors Bob Harris (Chair), Bevan, Reith and Kober

### AGENDA

1. **APOLOGIES FOR ABSENCE**
2. **URGENT BUSINESS**

The Chair will consider the admission of any late items of urgent business. Late items will be considered under the agenda item where they appear. New items will be dealt with at item 16 below. New items of exempt business will be dealt with at item 24 below.

3. **DECLARATIONS OF INTEREST**

A member with a personal interest in a matter who attends a meeting of the authority at which the matter is considered must disclose to that meeting the existence and nature of that interest at the commencement of that consideration, or when the interest becomes apparent.

A member with a personal interest in a matter also has a prejudicial interest in that matter if the interest is one which a member of the public with knowledge of the relevant facts would reasonably regard as so significant that it is likely to prejudice the member's judgment of the public interest **and** if this interest affects their financial position or the financial position of a person or body as described in paragraph 8 of the Code of Conduct **and/or** if it relates to the determining of any approval, consent, licence, permission or registration in relation to them or any person or body described in paragraph 8 of the Code of Conduct.

4. **MINUTES (PAGES 1 - 6)**

To confirm and sign the minutes of the meeting of the Procurement Committee held on 28 July 2009.

**5. NOVATION OF CONTRACT WITH A.E. BURGESS TRADING AS CAVENDISH CARS FOR THE PROVISION OF PASSENGER TRANSPORT SERVICE (PAGES 7 - 10)**

(Report of the Director of the Children & Young People's Service): To seek approval to implement a Novation of Contract which transfer legal obligations from A.E. Burgess trading as Cavendish Cars to Lyncade Ltd. trading as Cavendish Cars.

**6. CALL OFF CONTRACTS UNDER FRAMEWORK AGREEMENTS FOR THE FOOD SUPPLIES OF GROCERY & PROVISIONS AND FROZEN FOODS & FROZEN MEATS FOR THE COUNCIL'S CATERING SERVICE (PAGES 11 - 16)**

(Report of the Director of the Children & Young People's Service): To seek agreement to use the ESPO Framework Agreements for Grocery Provisions and Frozen Foods and Meat and to award contracts under the Framework Agreements.

**7. UPDATE ON THE PROCUREMENT OF THE WASTE MANAGEMENT CONTRACT (PAGES 17 - 22)**

(Report of the Director of Urban Environment): To inform Members of the procurement process currently underway and the progress to date on that procurement through an OJEU Competitive Dialogue Procedure of a new contract for the Collection of Waste and Recycling, Street Cleansing and other Environmental Services.

**8. APPROVAL OF FRAMEWORK AGREEMENTS FOR SUPPLY OF IT HARDWARE (PAGES 23 - 28)**

(Report of the Director of Corporate Resources): To seek approval for a general procurement approach under which IT Services would use framework agreements to procure the supply of IT hardware up to mid 2010.

**9. CONTRACT FOR CASH/CHEQUE COLLECTION FROM COUNCIL BUILDINGS AND PARKING FACILITIES (PAGES 29 - 32)**

(Report of the Director of Corporate Resources): To seek approval to the award of a three year contract for the cash/cheque collection and deposit service from Haringey's car parks and CPZ meters following an open tender to interested parties.

**10. 2ND EXTENSION OF CONSULTANTS CONTRACT IN PLANNING, REGENERATION AND ECONOMY (PAGES 33 - 38)**

(Report of the Director of Urban Environment): To seek agreement to grant a second extension to the consultant.

**11. APPOINTMENT OF NPS PROPERTY CONSULTANTS LTD. TO PROJECT MANAGE THE DETAILED DESIGN, PLANNING AND DELIVERY OF THE DEPOT DEVELOPMENT PROJECT AT 85 MARSH LANE, TOTTENHAM (PAGES 39 - 48)**

(Report of the Director of Urban Environment): To seek approval to appoint NPS Property Consultants Limited (NPS) beyond their existing contract on the Marsh Lane project to provide a full project management and design service in order to facilitate the relocation of the Ashley Road depot and development of a new strategic depot for Frontline Services at 85 Marsh Lane.

**12. BUILDING SCHOOLS FOR THE FUTURE (BSF): AWARD OF CONTRACT FOR FORTISMERE SCHOOL (PAGES 49 - 70)**

(Report of the Director of the Children & Young People's Service): To seek approval to award the main works design and build contract for Fortismere School following the completion of the Pre-Construction Stage.

**13. HORNSEY DECENT HOMES PROGRAMME - YEAR 2 - PHASE HO9**

(Report of the Director of Urban Environment): To seek approval to a detailed programme of works relating to properties known as HO9 at Gaskell Road N6 within the delivery of the 2009/10 Decent Homes Programme. **TO FOLLOW**

**14. SOUTH TOTTENHAM DECENT HOMES PROGRAMME - YEAR 2 PHASE ST13**

(Report of the Director of Urban Environment): To seek approval to a detailed programme of works relating to properties known as ST13 at Albany Close, Culross Close and Hallam Road N15 within the delivery of the 2009/10 and 2010/11 Decent Homes Programme. **TO FOLLOW**

**15. NEW ITEMS OF URGENT BUSINESS**

To consider any items submitted at 2 above.

**16. EXCLUSION OF THE PRESS AND PUBLIC**

The following items are likely to be the subject of a motion to exclude the press and public as they contain exempt information relating to the business or financial affairs of any particular person (including the Authority holding that information).

Note from the Head of Local Democracy and Member Services

The following item allows for consideration of exempt information in relation to items 10 - 15 which appear earlier on this agenda.

**17. CONTRACT FOR CASH/CHEQUE COLLECTION FROM COUNCIL BUILDINGS AND PARKING FACILITIES (PAGES 71 - 72)**

(Report of the Director of Corporate Resources): To seek approval to the award of a three year contract for the cash/cheque collection and deposit service from Haringey's car parks and CPZ meters following an open tender to interested parties.

**18. 2ND EXTENSION OF CONSULTANTS CONTRACT IN PLANNING, REGENERATION AND ECONOMY (PAGES 73 - 74)**

(Report of the Director of Urban Environment): To seek agreement to grant a second extension to the consultant.

**19. APPOINTMENT OF NPS PROPERTY CONSULTANTS LTD. TO PROJECT MANAGE THE DETAILED DESIGN, PLANNING AND DELIVERY OF THE DEPOT DEVELOPMENT PROJECT AT 85 MARSH LANE, TOTTENHAM (PAGES 75 - 76)**

(Report of the Director of Urban Environment): To seek approval to appoint NPS Property Consultants Limited (NPS) beyond their existing contract on the Marsh Lane project to provide a full project management and design service in order to facilitate the relocation of the Ashley Road depot and development of a new strategic depot for Frontline Services at 85 Marsh Lane.

**20. BUILDING SCHOOLS FOR THE FUTURE: AWARD OF CONTRACT FOR FORTISMERE SCHOOL (PAGES 77 - 80)**

(Report of the Director of the Children & Young People's Service): To seek approval to award the main works design and build contract for Fortismere School following the completion of the Pre-Construction Stage.

**21. HORNSEY DECENT HOMES - YEAR 2 - PHASE HO9**

(Report of the Director of Urban Environment): To seek approval to a detailed programme of works relating to properties known as HO9 at Gaskell Road N6 within the delivery of the 2009/10 Decent Homes Programme. **TO FOLLOW**

**22. SOUTH TOTTENHAM DECENT HOMES - YEAR 2 - PHASE ST13**

(Report of the Director of Urban Environment): To seek approval to a detailed programme of works relating to properties known as ST13 at Albany Close, Culross Close and Hallam Road N15 within the delivery of the 2009/10 and 2010/11 Decent Homes Programme. **TO FOLLOW**

**23. NEW ITEMS OF EXEMPT URGENT BUSINESS**

To consider any items admitted at 2 above.

**24. DEPUTATIONS / PETITIONS / PRESENTATIONS / QUESTIONS**

To consider any requests received in accordance with Standing Orders.

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and Member Services  
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7 September 2009

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**MINUTES OF THE CABINET PROCUREMENT COMMITTEE  
TUESDAY, 28 JULY 2009**

Councillors \*B. Harris (Chair), \*Bevan, \*Kober and \*Reith

MINUTE NO.	SUBJECT/DECISION	ACTION BY
PROC15	<p><b>APOLOGIES FOR ABSENCE (IF ANY)</b></p> <p>None.</p>	
PROC16	<p><b>DECLARATIONS OF INTEREST</b></p> <p>None.</p>	
PROC17	<p><b>MINUTES</b></p> <p><b>RESOLVED:</b></p> <p>That, subject to the amendment with respect to point 2 of the resolution under minute number PROC09 set out below, the minutes of the meeting held on 7 July 2009 be approved and signed.</p> <p>1. That in accordance with Contract Standing Order 11.01 (b) approval be granted to the award of the contract for the replacement of the water treatment system at Tottenham Green Leisure Centre to <u>Europools PLC</u> on the terms and conditions set out in the Appendix to the interleaved report with a construction period of 10 weeks based on the work commencing in December 2009 and being completed by March 2010.</p>	HLDMS
PROC18	<p><b>COMMISSIONING OF DOMICILIARY CARE WITHIN THE SOCIAL CARE AGENDA</b></p> <p>The Committee considered a report that sought agreement to the extension of the current contract arrangements with respect to the commissioning of Domiciliary Care for up to twelve months.</p> <p>In response to a query the Committee was advised that it would be possible to discuss the possibility of re-apportioning the division of care between the providers and officers agreed to investigate this. However, continuity of care would need to be considered, particularly given that Service Users were likely to experience a significant degree of change as the Transforming Care agenda progressed.</p> <p>It was noted that the Care Quality Commission (CQC) had rated the proposed providers with a three star rating that was classed as 'Excellent'.</p> <p>The Committee was advised that a twelve month period for the extension had been sought to ensure that there was sufficient time for a smooth transition of services to be completed. There was however an expectation that this would be completed well within this period.</p>	ACCS

**MINUTES OF THE CABINET PROCUREMENT COMMITTEE  
TUESDAY, 28 JULY 2009**

	<p>The Appendix to the interleaved report was the subject of a motion to exclude the press and public from the meeting as it contained exempt information relating to the business or financial affairs of any particular person.</p> <p><b>RESOLVED:</b></p> <ol style="list-style-type: none"> <li>1. That, in accordance with Contract Standing Order 13.02, approval be granted to an extension of the current block contracts with Sevacare and London Care and Approved List contracts arrangements with various providers by up to 12 months to not later than 31st March 2011 on the terms and conditions set out in the Appendix to the interleaved report.</li> <li>2. That authority to terminate the contracts at an appropriate point within the year's extension to allow a smooth transition to the new arrangements be delegated to the Director of Adults, Culture and Community Services in conjunction with the Cabinet Member for Adult Social Care and Wellbeing.</li> </ol>	<p>DACCS</p> <p>DACCS</p>
<p><b>PROC19</b></p>	<p><b>OATFIELD &amp; TWYFORD LIFT IMPROVEMENTS</b></p> <p>The Committee received a report that sought agreement to award a contract for the lift replacement works at Oatfield House and Tywford House, Tottenham, N15.</p> <p>The Committee was advised that there were two amendments to the report. The first related to paragraph 7.5 of the report which should have stated that the 'start date for <u>possession</u> was 5 October 2009... ' and not 'installation' as stated.</p> <p>The second amendment related to paragraph 12.14 which should have included the following sentence:</p> <p><u>'Of those affected, this equates to an average cost of £2,712.04 per leaseholder'</u></p> <p>Assurance was sought that any vulnerable residents who would be affected by the loss of the lifts during the specified period had been identified. It was confirmed that Homes for Haringey had advised residents of the proposed work via the regular newsletters they received and these had asked anyone who would be affected to contact their Tenancy Officer.</p> <p>It was further confirmed that this had also been highlighted in earlier newsletters when the first and second Notices of Work were issued.</p> <p>The Appendix to the interleaved report was the subject of a motion to exclude the press and public from the meeting as it contained exempt information relating to the business or financial affairs of any particular person.</p>	



**MINUTES OF THE CABINET PROCUREMENT COMMITTEE  
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	<p><b>RESOLVED:</b></p> <ol style="list-style-type: none"> <li>1. That in accordance with Contract Standing Order 11.01(a) approval be granted to the award of the contract for lift replacement works at Oatfield House and Twyford House to PDERS Ltd on the terms and conditions set out in the Appendix to the interleaved report.</li> <li>2. That the total estimated cost of the scheme excluding fees as detailed in paragraph 2.1 of the Appendix be noted.</li> </ol>	<p>DUE</p> <p>DUE</p>
<p><b>PROC20</b></p>	<p><b>RHODES AVENUE PRIMARY SCHOOL EXPANSION - PROCUREMENT OF DESIGN CONSULTANCY</b></p> <p>The Committee received a report that sought approval to award a contract for the design and technical services for the Rhodes Avenue Expansion project for the duration of the project.</p> <p>The Chair requested that future reports should avoid repetition and summarise the references made to the links with other Council Plans and priorities.</p> <p>The Appendix to the interleaved report was the subject of a motion to exclude the press and public from the meeting as it contained exempt information relating to the business or financial affairs of any particular person.</p> <p><b>RESOLVED:</b></p> <p>That, in accordance with Contract Standing Order 11.03, approval be granted to the award of the contract for design and technical services for the Rhodes Avenue School extension to NPS London Ltd and spending on this contract be authorised up to the sum detailed in paragraph 14.1(d) of the Appendix to the interleaved report for the duration of the project.</p>	<p>DYCPS</p>
<p><b>PROC21</b></p>	<p><b>BROADWATER FARM INCLUSIVE LEARNING CENTRE - PROCUREMENT OF DESIGN CONSULTANCY</b></p> <p>The Committee received a report that sought approval to award the contract for design and technical services for the duration of the BWF ILC project.</p> <p>The Appendix to the interleaved report was the subject of a motion to exclude the press and public from the meeting as it contained exempt information relating to the business or financial affairs of any particular person.</p> <p><b>RESOLVED:</b></p> <p>That, in accordance with Contract Standing Order 11.03, approval be granted to the award of the contract for design and technical services for the Broadwater Farm Inclusive Learning Campus to</p>	<p>DCYPS</p>

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	<p>NPS London Ltd and spending on this contract be authorised up to the sum detailed in paragraph 14.1 of the Appendix to the interleaved report for the duration of the project.</p>	
<b>PROC22</b>	<p><b>BUILDING SCHOOLS FOR THE FUTURE - PROJECT MANAGEMENT PROVIDER</b></p> <p>The Committee received a report that provided an update on the additional work involved in re-tendering the Heartlands High School and that sought approval for the additional resources required to manage the reminding future work of the BSF project.</p> <p>It was noted that the additional resources requested did not represent a rise in the rate paid per hour; this was required due the level of work increasing. Existing contracts allowed for a 12% rise beyond the anticipated cost of the original contract and the report set out why the rationale for this.</p> <p>The Chair noted the Chief Financial Officer's comments, set out in the report, with respect to the proposed extension to the contract to include the 'contract administration responsibilities' and this point was acknowledged by officers.</p> <p>The Appendix to the interleaved report was the subject of a motion to exclude the press and public from the meeting as it contained exempt information relating to the business or financial affairs of any particular person.</p> <p><b>RESOLVED:</b></p> <ol style="list-style-type: none"> <li>1. That the additional cost incurred as a result of work required to re-tender for the Heartlands High School be noted</li> <li>2. That, in accordance with Contract Standing Order 13.02, approval be granted to the scope and terms of the extension to contract for the Building Schools for the Future (BSF) Project Management services with Mace for the remaining phase of the BSF programme as set out in the Appendix to the interleaved report.</li> </ol>	<p>DCYPS</p> <p>DCYPS</p>
<b>PROC23</b>	<p><b>BUILDING SCHOOLS FOR THE FUTURE: AWARD OF CONTRACT FOR CLERK OF WORKS</b></p> <p>The Committee considered a report that sought approval to award the Building Schools for the Future (BSF) contract for Clerks of Work on the first seven schools and a separate Clerk of Works Contract for the final five schools.</p> <p>It was noted that approval was being sought retrospectively in respect to one of the contracts and it was explained that this was because the BSF team had assumed that the successful contractor would be viewed as an internal team and therefore approval from the Committee would not be required. Apologies from the BSF team for this misunderstanding were given.</p>	

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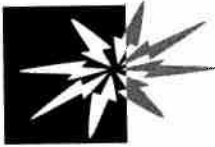
	<p>The Committee was advised that this oversight had come to light during the preparation for the 2<sup>nd</sup> tender process.</p> <p>The Chair drew Members attention to the legal advice that had been given with respect to this issue.</p> <p>In response to a query, the Committee was advised that the Clerks of Work would not be appointed on a full time basis to each school. However, expectations around what the Clerks were expected to oversee and the amount of time they should spend on site would be stated contractually.</p> <p>The Appendix to the interleaved report was the subject of a motion to exclude the press and public from the meeting as it contained exempt information relating to the business or financial affairs of any particular person.</p> <p><b>RESOLVED:</b></p> <ol style="list-style-type: none"> <li>1. That, in accordance with Contract Standing Order 11.03, approval be granted to the award of a contract for Clerk of Works services to Homes for Haringey for the duration of the Building Schools for the Future programme for the first seven BSF schools on the terms and conditions set out in the Appendix to the interleaved report.</li> <li>2. That, in accordance with Contract Standing Order 11.03, approval be granted to the award of a contract for Clerk of Works services to John Burke Associates for the duration of the Building Schools for the Future programme for the last five BSF schools on the terms and conditions set out in the Appendix to the interleaved report.</li> </ol>	<p>DCYPS</p> <p>DCYPS</p>
<p><b>PROC24</b></p>	<p><b>BUILDING SCHOOLS FOR THE FUTURE: AWARD OF CONTRACT FOR FURNITURE FIXTURES AND EQUIPMENT</b></p> <p>The Committee received a report that sought approval to award BSF contracts for Furniture Fixtures and Equipment.</p> <p>In response to a question it was noted that some Head Teachers had expressed dissatisfaction around the degree of choice that had been offered and the cost attached. Members were assured that this had been taken on board and options for extending the range of products available were being considered.</p> <p>The Cabinet Member for Children and Young People noted that it was important that a response was drafted to schools with respect to concerns. This should give an overview of the wider issues that the Council had to consider when selecting a provider including quality and sustainability.</p>	

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	<p>The Appendix to the interleaved report was the subject of a motion to exclude the press and public from the meeting as it contained exempt information relating to the business or financial affairs of any particular person.</p> <p><b>RESOLVED:</b></p> <p>That, in accordance with Contract Standing Order 11.03, approval be granted to the award of the contracts for the supply of Furniture, Fixtures and Equipment Building Schools for the Future programme to Eurotek and Senator up to the budget allowance set out in paragraph 16.2 of the interleaved report.</p>	DCYPS
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The meeting ended at 5.55pm.

BOB HARRIS  
Chair



Haringey Council

Agenda item:

**[No.]****Cabinet Procurement Committee****On 15<sup>th</sup> September 2009**

Report Title: Call off contracts under Framework Agreements for the Food Supplies of Grocery & Provisions and Frozen Foods & Frozen Meats for Council Catering Service

Report of Director of the Children and Young People's Service

Signed : Ian Bailey  
pp Peter Lewis

Contact Officer : Marianna Clune-Georgiou

Wards(s) affected: All

Report for: **Key Decision**

### 1. Purpose of the report

1.1. The report seeks Cabinet Procurement Committee agreement to use the ESPO framework agreements for

- (i) Grocery & Provisions and
- (ii) Frozen Foods & Frozen Meat.

1.2. The report seeks Cabinet Procurement Committee agreement to award call off contracts under the Framework Agreements for the provision of Council wide purchase of Grocery & Provisions and Frozen Foods & Frozen Meat to JJ Foodservice Limited.

### 2. Introduction by Cabinet Member

2.1. I am happy to support the recommendations in this report. In addition I have asked

officers to pursue IIP accreditation with JJFoodservice Ltd.

**3. State links with Council Plan Priorities and actions and /or other Strategies:**

- 3.1. Making use of framework agreements will link to the category management strategy and will link to the Council's priorities specifically:
- 3.2. Priority 1: Make Haringey Green, the contractor proposes to use an electric vehicle for many deliveries, and will be utilising other vehicles which are already delivering to business units within the borough. JJ Foodservice Ltd are accredited with ISO14001 for their Environmental Management Polices
- 3.3. Priority 5: delivering excellent, customer focussed, cost effective services. All meals produced in our schools must meet the Government's nutrient and food based standards.
- 3.4. Providing a healthy, well balanced meal links to the business plan ensuring every child and young person is happy, healthy and safe with a bright future.
- 3.5. Partnership working with colleagues within ESPO gives the council opportunities for collaborative procurement on high volume provisions, helping us to achieve greater value for money.

**4. Recommendations**

- 4.1. As allowed in CSO 6.09, the Council seeks Members agreement to utilise the Framework Agreement of the public body Eastern Shire Purchasing Organisation (ESPO):
- 4.2. In accordance with CSO 6.10, we seek Members agreement to award call off contracts to enable Council wide purchasing of food raw materials from the following Framework Agreements:
  - (i) Framework Agreement for Grocery & Provisions
  - (ii) Framework Agreement for Frozen Foods & Frozen Meat
- 4.3. That Members agree to award call off contracts as allowed under Contract Standing Orders 11.03 for a period of 34 months 1 November 2009 – 31 August 2012, to JJ Foodservice Limited, with the option to extend for 1 further period up to 12 months.

**5. Reason for recommendations**

- 5.1. The Eastern Shires Purchasing Organisation (ESPO), has tendered to establish Framework agreements for Grocery & Provisions and Frozen Foods & Frozen Meats on behalf of Haringey Council. The tender obtained value for money for the Council in terms of cost, quality and environmental sustainability.
- 5.2. It is imperative that the service purchases quality products from a reputable supplier, to ensure that the meals served to the children and young people of the borough at school, is nutritional to the governments School Food Standard. And that the company can provide the relevant nutritional data to allow for the analysis of the school menus to cover 14 nutrient elements.
- 5.3. JJ Foodservice Ltd are a local foodservice wholesaler, offering value for money and a sustainable solution to our food supplies, the use of a specially developed, multi-

temp vehicle will enable both dry goods and frozen foods to be delivered on the same electrically powered vehicle which has zero emissions, no noise pollution, reduced carbon footprint and their old vehicles are being recycled to develop the electric vehicles.

## **6. Other options considered**

6.1. Framework agreements provide value for money to the meet the Council's catering services requirements. ESPO is a public body which has many years of experience in the catering market, and also has the buying power of a consortium, and therefore other options were not seen as viable at this point. Due to the introduction of category management in the Council and the continued development of regional commissioning, other options will be explored in future years.

## **7. Summary**

- 7.1. The tender was an open EU tender procedure. Framework Agreements were awarded to JJ Food Service Ltd, for a period of 36 months, commencing on 1<sup>st</sup> September 2009, with an option to extend for a further period up to 12 months.
- 7.2. The pre-tender estimated spends which were stated to tenderers was the annual value for 08/09 as follows:
- (i) Grocery & Provisions £528,000
  - (ii) Frozen Foods & Frozen Meat £660,000
- 7.3. The call off contracts under the Framework Agreements will be for a period of 34 months from November 2009 – August 2012. The projected annual spend for both Frameworks is in the region of £1.3 million.
- 7.4. The Framework Agreements will be used by Schools Catering Service, Social Services, and other Council Departments providing on site catering.
- 7.5. The contract will be managed by the Schools Catering Service which is the main user, who will also monitor the performance of the contract to ensure that the Council receives value for money throughout the life of the contract. Category management will be utilised in the proactive management of the contract to ensure that the contract is fully used by all relevant Council departments.
- 7.6. Fair Trade Tea and coffee products and fruit juices are available on the Grocery and Provisions contract. The Schools Catering Service only use Fair Trade products where available. Flexibility has been incorporated within the contract to widen the Fair Trade products lines available throughout the life of the contract.
- 7.7. JJ Food Service will provide savings compared to the present contracts, the ability to source from a local company who has a major depot less than 7 miles from the borough with extensive business within the borough and the opportunity to make sustainable gains with less food distribution miles by combining deliveries of groceries and frozen foods.

## **8. Chief Financial Officer Comments**

8.1. In order to achieve the maximum benefit it is imperative that all relevant users take advantage of the contract discount negotiated through these call-off contracts; this

will be controlled through the use of category management analysis. It is recognised that this control can only happen retrospectively and so widespread notification of the contract arrangements will be necessary.

8.2. The contract allows for termly price adjustments (surcharges) to apply subject to a formal notification being submitted to ESPO and their assessing the increase as reasonable in the marketplace; as such the estimated savings are still subject to some potential variation as market costs fluctuate.

### **9. Head of Legal Services Comments**

- 9.1. Children and Young People's Services Directorate (the Directorate) seeks approval to award two call-off contracts, one for groceries and provisions and one for frozen food & frozen meats, under an ESPO Framework Agreement.
- 9.2. The Directorate has confirmed that the Framework Agreements were tendered in Europe in accordance with EU tender procedures.
- 9.3. Because the anticipated spend under the call-off contracts is in excess of £250,000, the awards must be approved by the Procurement Committee in accordance with CSO 11.03.
- 9.4. The award of the contracts will also be a Key Decision as the value is in excess of £500,000, and so needs to be included in the Forward Plan (see CSO 11.04). The Directorate has confirmed that this has taken place.
- 9.5. The Head of Legal Services confirms that there are no legal reasons preventing Members from approving the recommendations in this report.

### **10. Head of Procurement Comments**

- 10.1. This recommendation is in line with the Procurement Code of Practice.
- 10.2. The recommendation is the result of a competitive procurement process, and represents Value for Money to Council, with a predicted 1.8% saving against the previous contractual arrangements.
- 10.3. Contract management is in place to ensure that the service is delivered in compliance with the contract, and to minimise any risk of service failure.

### **11. Equalities & Community Cohesion Comments**

- 11.1. Equalities principles were incorporated within the procurement process and the organisations equalities policy and procedures is monitored as part of the Council's contract management.

### **12. Consultation**

- 12.1. Consultation with internal departments who would be the users of the service and external consultation with Schools as part of the procurement process.



12.2. User Feedback from all relevant Council departments will also be obtained throughout the life of the contract to ensure that the contract continues to meet the needs of all users and that the contract is fully utilised by all user departments.

**13. Service Financial Comments**

13.1. Overall Council spend in 08/09 for both contracts was £1,329,000 and the framework agreement is expected to generate savings in the region of 1.8% against 08/09 contracts.

**14. Use of appendices /Tables and photographs**

14.1.

**15. Local Government (Access to Information) Act 1985**

15.1. [List background documents]  
[Also list reasons for exemption or confidentiality (if applicable)]

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Haringey Council

Agenda item:

**[No.]****Procurement Committee****On 15<sup>th</sup> September 2009**

Report Title. An update on the Procurement of the Waste Management Contract

Report of: **Director of Urban Environment**

Signed :

Contact:

Graham Jones, Environmental Resources  
[Graham.jones@haringey.gov.uk](mailto:Graham.jones@haringey.gov.uk)  
 020 8489 3254

Wards(s) affected: **All**Report for: **Information****1. Purpose of the report**

1.1. This report is for information only and is designed to inform Members of the procurement process currently underway and progress to date on the procurement, through an OJEU Competitive Dialogue Procedure of a new contract for the Collection of Waste and Recycling, Street Cleansing and other Environmental Services.

**2. Introduction by Cabinet Member (if necessary)**

2.1. This is the first report to inform the Committee of progress made to date with this major procurement exercise. The award of the contract, estimated at up to £20 million per annum over a 14 year period will be a key decision. This is a major opportunity for Haringey to redefine its Waste Management and Cleansing Services and has my full support.

**3. State link(s) with Council Plan Priorities and actions and /or other Strategies:**

3.1. Considering the strategic implications of a Waste Services Contract is key to understanding how this procurement will improve service performance and meet the policy objectives in Haringey's Sustainable Community Strategy and Greenest Borough Strategy. Bidders have been made aware that methodologies aimed at assisting the Council in achieving its strategic objectives will be a key phase of dialogue during the procurement.

**4. Recommendations**

4.1. That Members note the procurement procedure currently underway and progress made to date as outlined in this report.

4.2 That Members note that this is the first of a number of reports to be presented at Procurement Committee, scheduled at key stages of this procurement to keep Members informed of progress.

4.3 That Members note this procurement will eventually lead to seek Members' agreement as a key decision to award the contract for an Integrated Waste Management Contract with a total contract value per annum of up to £20 million for a 14 year term with a possible extension for a further period of up to 7 years.

**5. Reason for recommendation(s)**

5.1. N/A

**6. Other options considered**

6.1. N/A

**7. Summary**

7.1 Cabinet approved on 15 July 2008 the Public Realm Commissioning Strategy, which included;

7.1.1 Agreement to let specialised contracts, one of which was to engage a single supplier to provide Collection of Waste and Recycling, Street Cleansing Services, Winter Maintenance and other Environmental Services including Graffiti and Fly posting removal.

7.1.2 Agreement to undertake the procurement of this service using a Competitive

Dialogue procedure, which allows the Council to gradually reduce the number of suppliers and bids as the process develops.

- 7.1.3 Agreement to extend the existing Integrated Waste Management & Transport contract with Haringey Enterprise Ltd. by 16 months to allow time for a thorough procurement process to be undertaken through Competitive Dialogue. This will mean that the new contract start date would be April 2011.
- 7.1.4 Agreement to review through the procurement process the benefits of various delivery models, including the creation of a Joint-Venture Company
- 7.1.5 Agreement to establish a Cross Party Member Steering Group to review the programme as it develops.
- 7.2 **The overall objectives that the Council is seeking to achieve in re-letting this contract are;**
  - 7.2.1 Improved Performance and value for money
  - 7.2.2 Improved Public Perception of the Service being provided
  - 7.2.3 Efficiencies and cost savings through economies of scale (joining up waste collection with recycling for example).
  - 7.2.4 Flexibility and Innovation in the way the services are delivered
  - 7.2.5 That Haringey becomes a top-quartile performer in London
  - 7.2.6 Reduce carbon emissions through developing innovative waste management solutions.
- 7.3 **Timescales and Budget**
  - 7.3.1 The intention of the procurement is to appoint a supplier by autumn 2010, allowing a generous mobilisation period before the service start date of April 2011.
  - 7.3.2 The Procurement team's intention is to provide regular, for information reports, to Committee during the procurement phase. The final report which is likely to be presented in Autumn 2010 will seek approval for a recommendation of Award of Contract to the preferred supplier.
  - 7.3.3 Current service costs are approx £20m pa.

## 8. Progress to date

- 8.1 Formal OJEU Contract Notice was published on 29 April 2009, inviting suitably qualified companies to express interest in participating in the procurement process.
- 8.2 All companies expressing interest were provided with a Pre-Qualification Questionnaire (PQQ), which needed to be completed and returned by 4 June 2009. 10 companies returned completed PQQ's
- 8.3 PQQ's received were evaluated in the following areas;
  - 8.3.1 Financial Stability and Contractual compliance
  - 8.3.2 Compliance with Haringey minimum standards and legislative requirements on Quality, Health & Safety, Environmental Issues, Sustainability and Equalities.
  - 8.3.3 Track record of providing similar services at other authorities.
- 8.4 From this process a long list of 6 Suppliers was established, which was approved by Project Board on 22 June 2009.
- 8.5 The six long-listed suppliers were issued with an Invitation to Participate in Dialogue (IPD) on 26 June 2009, which required written responses to a number of high level questions by 12 August 2009, followed by presentations to the evaluation team in September 2009. The combination of written responses and presentation will then be evaluated by the project team in order to take a recommendation of short-listing (likely to be 3 suppliers) to Project Board before the end of September 2009. It is expected that a further update will be presented to Procurement Committee at the 27 October meeting.

## 9. Next Steps

- 9.1 There are likely to be three suppliers left in the procurement at the conclusion of the current phase, by the end of September. Remaining suppliers will be Invited to Submit Initial Detailed Solutions (ISDS) before the end of December.
- 9.2 The remaining phases of the dialogue will be designed to refine the bids presented, until the Council can be sure that bids are;
  - 9.2.1 Within the available budget for the programme;
  - 9.2.2 Achieve the Council's objectives; and
  - 9.2.3 Are offered on an acceptable commercial basis.
- 9.3 At which stage the Council will formally close the dialogue phase and call for final bids to be submitted.

**8. Chief Financial Officer Comments**

8.1. At this stage of this major procurement exercise there is no financial implication to be reported.

**9. Head of Legal Services Comments**

9.1. The procurement being undertaken is in compliance with the Council's standing orders and the EU Directive on public procurement (the Consolidated Directive), as implemented in the UK by the Public Contracts Regulations 2006.

9.2. As this process is using the competitive dialogue procedure the process must adhere throughout the process to the Public Contracts Regulations 2006, in particular regulation 18.

**10. Head of Procurement Comments**

10.1. This procurement is progressing as expected and within planned timescales.

10.2. A sufficient number of suppliers were attracted to take part in the process to thus ensure competition.

10.3. The next stage will be a key milestone, when current bidders are reduced to 3.

**11. Equalities & Community Cohesion Comments**

11.1 Bidders' compliance with equalities legislation was assessed during the pre-qualification stage of the procurement and will be incorporated in the contract signed with the successful bidder.

**12. Consultation**

12.1 Stakeholder Consultation is being undertaken at a number of levels;

12.1.1. Public Consultation – a Council questionnaire was provided in July's issue of Haringey People, allowing all residents to make their views known. This has generated a large response and the data provided is in the process of being analysed.

12.1.2. Trades Unions – This procurement is likely to involve staff transfers under TUPE Regulations. Unions representing the staff providing the service currently are consulted formally once a month. They are kept up to date with the process and timescales and any key developments which will affect their members.

- 12.1.3. Staff – Meetings with depot staff, where the Environmental Resources procurement team will present current plans and timescales, and be available to answer questions, have been arranged for late September. Union representation will also be available at these meetings.
- 12.1.4. London Mayor’s Office – The GLA need to approve that our process is compliant with the wider London Waste Management plans, so they are being kept informed of our plans and progress. Formal agreement for the commencement of the procurement was received on 17 April 2009.
- 12.1.5. Homes for Haringey – as a contributor to the service costs, are consulted on a regular basis and are represented at Project Board.
- 12.1.6. Commercial Traders – a separate consultation is being undertaken with Traders in Haringey on their views on trade waste collection and recycling.
- 12.1.7. Cross Party Members Steering Group – has been established to ensure that Members from all Parties are aware of the process and progress. Represented are Cllr’s Haley, Bevan, Newton and Hare.

**13. Use of appendices /Tables and photographs**

13.1. N/A

**14. Local Government (Access to Information) Act 1985**

14.1. [List background documents] N/A

14.2. [Also list reasons for exemption or confidentiality (if applicable)] N/A





Haringey Council

Agenda item:

**[No.]****Cabinet Procurement Committee****On 15<sup>th</sup> September 2009**

Report Title. Approval of Framework Agreements for Supply of IT Hardware

Report authorised by **Julie Parker, Director of Corporate Resources**Signed *J. Parker* ..... 7/9/09

Contact Officer : David Hatley Tel: 020 8489 3245

Wards(s) affected: **None**Report for: **Non-Key Decision****1. Purpose of the report**

1.1 To seek Cabinet Procurement Committee approval for a general procurement approach under which IT Services (on behalf of the Council including schools) would use framework agreements set-up by Buying Solutions and the Eastern Shires Procurement Organisation (ESPO) to procure the supply of IT hardware up to circa mid 2010. By that time a report will be taken to Cabinet Procurement Committee for consideration and approval in going forward with future procurement arrangements for IT Hardware.

**2. Introduction by Cabinet Member**

2.1 I concur with the recommendations of the report.

**3. State link(s) with Council Plan Priorities and actions and /or other Strategies:**

3.1 Making use of framework agreements will link to the category management strategy and will contribute to the council priorities specifically:

Priority 5: *Delivering excellent, customer focused, cost effective services.*

#### **4. Recommendation**

4.1 It is recommended that Members approve as a general procurement approach for purchasing IT hardware up until circa mid 2010 that IT Services (on behalf of the Council including schools) use framework agreements set up by Buying Solutions and the Eastern Shires Procurement Organisation (ESPO) where this provides overall best value for money.

#### **5. Reason for recommendation(s)**

5.1 The recent introduction of Category Management across the Council, that facilitates a single view of consolidated spend through reporting, has identified a level of aggregate spend on IT hardware via framework agreements set up by other public bodies. This level of retrospective spend requires us to regularise arrangements under the Councils Contract Standing Orders (CSO's) and request approval from Cabinet Procurement Committee to continue our procurement approach of using Framework Agreements set up by other public bodies for procuring the Council's IT Hardware requirements until circa mid 2010. It is proposed to continue using the Buying Solutions framework and also to start using the Eastern Shires Procurement Organisation's (ESPO) framework for this purpose over this period.

5.2 The total purchasing spend identified under the Council's Category Management reporting system was £320,000 for the 2008-09 financial year. The majority of this IT Hardware spend has been organised under mini competitions through Framework Agreements with the Office of Government Commerce (now rebranded as Buying Solutions).

5.3 To meet the Council's future IT Hardware requirements IT Services anticipate spending a further £150,000 - £250,000 (not including schools) up to circa mid 2010.

5.4 However, Schools and Education purchasing has traditionally been managed separately from IT Services. For this reason it is difficult to predict school spend on IT hardware for the next 12 months.

5.5 Having a choice of framework agreements will enable IT Services to compare and obtain value for money from comparing prices and service delivery standards across the various framework agreements open to Local Government. Framework Agreements work in two ways; a direct call-off from a supplier's product price list, or a call for a mini-competition from suppliers listed under the agreement against a client specification. A contract is formed with the chosen supplier(s) on the terms and conditions contained within the framework agreement.

5.6 IT Services will conduct either a direct call-off or undertake a mini competition as deemed necessary by the appropriate framework protocols and will then enter into a contract for the specified IT hardware requirements called off.

5.7 When the Council is ready to award a contract under a framework agreement, appropriate approval from Cabinet Procurement Committee or a Director will be obtained in accordance with the value thresholds set-out in CSOs.

5.8 Buying Solutions is a sub-division of the Office of Government Commerce (OGC) which is a central government department with a remit to enable value for money and increased efficiency regarding public sector procurement. The OGC achieve these objectives by setting up a range of framework agreements covering goods, services and consultancy. These agreements are all awarded following full compliance with European Union Procurement Directives. Public sector organisations can access these agreements by following the protocols set out by OGC for each framework agreement. ESPO is a joint Committee of Local Authorities and operates within the Local Government (Goods & Services) Act 1970. ESPO has framework arrangements for IT hardware which are open to all public sector organisations.

5.9 IT Services will present a report circa mid 2010 to the Procurement Committee for consideration and approval in going forward with future procurement arrangements for IT Hardware.

## **6. Other options considered**

6.1 Not applicable at this stage as framework agreements provide a value for money route to sourcing the Council's IT hardware requirements. Over the next 12 months an IT Procurement Plan will be developed in-line with the new IT Strategy. However, during this period as and when other options become applicable (for example IT e-auctions) these will be considered and utilised as appropriate.

## **7. Summary**

7.1 IT Services will use framework agreements for the supply of IT hardware.

## **8. Chief Financial Officer Comments**

8.1 The Chief Financial Officer has been consulted on the contents of this report.

8.2 The rationale behind the timeframe (circa mid 2010) for the proposed procurement of IT hardware outlined in this report is that the IT business unit are just beginning to pull together a new IT procurement strategy ahead of the expiry of a number of key contracts over the period 2009/10 & 2010/11. This strategy will inform future procurement of all IT goods/services of which hardware is one. The proposed use of OGC and ESPO

frameworks allow the Council to access the benefits from these agreed contracts as outlined in section 13.2 until the strategy is finalised when officers will have a clearer view on whether to continue with these frameworks or follow an alternative procurement process. This appears to be a sensible approach for the Council.

### **9. Head of Legal Services Comments**

9.1 The report is recommending the approval of a general procurement approach of using of framework agreements set up by Buying Solutions (a sub-department of the Office for Government Commerce) and the Eastern Shires Purchasing Organisation (ESPO), a consortium of local authorities for sourcing provision of IT hardware until mid-2010. Each of these bodies has the status of a central purchasing body ("CPB") as defined under the Public Contract Regulations 2006 ("PCR"). Reg. 22 of the PCR allows local authorities to buy goods or services through a CPB. Once the CPB's procurement arrangements are compliant with EU requirements, a purchase by the local authority through the CPB is also deemed EU compliant.

9.2 Buying Solutions frameworks are widely accepted to be EU compliant and ESPO has set up a framework agreement using a tendering process which it has certified as EU compliant. The award by the Council of call off contracts under these frameworks is therefore EU compliant as they would be procurements through a CPB using an EU compliant procedure.

9.3 Under Contract Standing Order 6.09(b), where the Council procures goods or services by selecting a contractor from a framework set up by a public sector body in accordance with EU rules, CSO do not apply except that the contract award must still be made in accordance with usual CSO award procedures.

9.4 Provided call offs under the Buying Solutions and ESPO frameworks are done consistently with the protocols set up under these frameworks and on a best value basis, there are no legal reasons preventing use of this procurement approach.

9.5 The Head of Legal Services confirms that there are no legal reasons preventing Members from approving the recommendation in paragraph 4 of this report.

### **10. Head of Procurement Comments**

10.1 This report to Members is seeking to regularise existing sourcing arrangements but for a higher spend value than originally anticipated.

10.2 The Buying Solutions and ESPO Framework Agreements are EC compliant and regarded as best value routes to those selected IT Hardware suppliers.

10.3 The existing IT Frameworks with Buying Solutions are due to be re-let later in

2009/10 and by approving continued use until circa mid 2010, the Council will be able to consider its options and against the new arrangements once these are known.

10.4 The recommendations to Members are therefore in the Councils overall best interests and provide best value.

### **11. Equalities and Community Cohesion Comments**

11.1 This report deals with general frameworks for procurement of IT hardware. At the stage when specific requirements for IT hardware are made, equalities comments will be provided focusing on accessibility and usability which are the key equalities issues in procurement of IT solutions. Until then, the Equalities Team makes no specific comments.

### **12. Consultation**

12.1 Not applicable.

### **13. Service Financial Comments**

13.1 Under the remit of IT Services the Council's spend on IT Hardware up to circa mid 2010 is forecasted to be between £150,000 - £250,000 . This forecast will increase if school spend on IT Hardware is included. As the total consolidated spend on IT Hardware has only recently been identified through Category Management the intention is to ensure all future spend is via framework agreements that represent best value and are legally compliant with EU Procurement Directives.

13.2 Best value is achieved through the use of IT Framework Agreements because:

- the framework agreements are pre-tendered and are legally fully compliant with EU Procurement Directives
- they provide the Council with direct access to quality assured suppliers thus saving the Council valuable time, resources and money
- suppliers on the framework agreements have been pre-vetted for quality
- under certain agreements direct purchases can be made from price schedules agreed under competition
- for larger volume purchases mini competitions can also be held between preferred suppliers to promote further competitiveness

13.3 Purchase Orders against these framework agreements will be controlled through a separation of duties and authority. No purchase order will be placed without approval by the relevant Officer/Manager.

**14. Use of appendices /Tables and photographs**

14.1 Not applicable.

**15. Local Government (Access to Information) Act 1985**

15.1 Not applicable.



Haringey Council

Agenda item:

**[No.]****Cabinet Procurement Committee****on 15<sup>th</sup> September 2009**

Report Title: <b>Contract for Cash/Cheque Collection from Council Buildings and Parking Facilities</b>	
Report of: <b>Julie Parker, Director of Corporate Resources</b>	
Signed : <i>J. Parker 7/9/09.</i>	
Contact Officer : <b>Martin Stringer, Head of Income and Debt Management</b>	
Wards(s) affected: <b>All</b>	Report for: <b>Key decision</b>
<p><b>1. Purpose of the report (That is, the decision required)</b></p> <p>To seek Member approval for the award of a contract for the Provision of Cash/ Cheque Collection and Deposit Service from Haringey Buildings including schools, Car Parks and CPZ Meters</p>	
<p><b>2. Introduction by Cabinet Member</b></p> <p>I endorse the recommendations in this report and the work done to deliver savings in this contract procurement exercise.</p>	
<p><b>3. State link(s) with Council Plan Priorities and actions and /or other Strategies:</b></p> <p>The contract for Cash/Cheque Collection and Deposit Service from Haringey Buildings including schools, Car Parks and CPZ Meters links with the Council's Strategy and Performance priority to deliver excellent services, offering excellent, customer focused, cost effective services.</p>	

**4. Recommendations**

That Member's approve the award of a three year contract for Cash/ Cheque Collection and Deposit Service from Haringey Buildings including schools, Car Park's and CPZ Meters to the contractor named in Appendix A.

**5. Reason for recommendation(s)**

This is an essential service and the existing contracts are overdue for renewal. As part of the tender process a VFM review was carried out on the existing service and as a result a more cost effective, flexible service is proposed that will better cater for the individual requirements of the stakeholders involved.

**6. Other options considered**

As part of the tender process, providers were given the option to bid on all or part of the service required.

**7. Summary**

7.1. The supply of the Cash/ Cheque Collection and Deposit Service from Haringey Buildings including schools, Car Park's and CPZ Meters is a Part A Priority Service and therefore falls under the EU Directives. It is mandatory for the Council to run a competitive tendering process.

7.2. An open tender process for the new contract commenced by sending out a publication in the Official Journal of the European Union (OJEU) and was advertised on the Council's website.

7.3. Two valid tenders were received and these were evaluated in line with the criteria set out in the ITT documentation (which was based on 55% Quality and 45% Price). The evaluation was concluded on 18<sup>th</sup> June 2009 and the final scores are outlined below:

Company	Quality Score	Financial Score	Total score
Company A	95	75	170
Company B	196	180	376

7.4. Please see Appendix A: Exempt information

7.5. Company B scored highest in the evaluation and were most competitive in price. The recommendation is that the contract be awarded to Company B.

7.6. The contract will be monitored through the Council's Contract Management System and Contract Management reviews will be carried out every three months in the first year and lesser (every six months) as the contract is established in the second and



third year.

### **8. Chief Financial Officer Comments**

The Chief Financial Officer confirms the 20091/0 budget available for this service as set out in paragraph 13 and also confirms that the annual saving achieved will be attributed to the corporate procurement savings targets as it has been delivered via procurement contract activity.

### **9. Head of Legal Services Comments**

9.1 The Director of Corporate Resources is seeking Cabinet Procurement Committee approval to award the contract for Cash/Cheque Collection and Deposit Service from Haringey Buildings including schools, Car Parks and CPZ Meters to the contractor referred to in paragraph 7.6 of this Report.

9.2 The services are priority activity services and above the threshold where tendering in Europe is required under the Public Contracts Regulations 2006 (currently £139,893). In accordance with this requirement, a European tender process was followed.

9.3. The Procurement Committee has power under CSO 11.03 to approve the award of contract.

9.4 The award of this contract is a key decision as it involves a contract valued at over £500,000. A key decision is required by CSO 11.04 to be included in the Council's Forward Plan. The Director of Corporate Resources has informed Legal Services that this has been done.

9.5 The Head of Legal Services confirms that there are no legal reasons preventing Members from approving the recommendation as to the proposed contract award set out in paragraph 4 of this report.

### **10. Head of Procurement Comments**

10.1 This procurement process was carried out with help and guidance from CPU and followed the EU procurement rules and the Council's Procurement Code of Practice.

10.2 This recommendation represents value for money for the Council as the market has been tested by a fair and transparent tendering process. The risk of challenge is minimised by carrying out the process.

10.3 The recommended supplier will receive Contract Review Monitoring on a 3 month basis with email alerts, for such monitoring, sent automatically from the Contract Management System.

**11. Equalities and Community Cohesion Comments**

An equalities impact assessment was carried out in advance of the tendering process.

**12. Consultation**

Relevant services and end users such as schools were consulted on the proposals,

**13. Service Financial Comments**

13.1 The proposed contract covers all known cash/cheque collections undertaken across the Council.

13.2 The 2008/09 spend on the secure cash / cheque collection service was £225k. The proposed cost of this service under the new contract is estimated at £210k against a 2009/10 budget of £248k generating a budget saving of £38k per annum.

13.3 This saving has been earmarked to offset the corporate procurement saving target and assuming the contract is approved, budgets within the Haringey Payment Service will be reduced to reflect the reduced contract price.

13.4 Under the existing contract, the Council is required to provide 1 months notice to the current contractors.

13.5 The new contract will be for three years and total value is estimated at £630k

**14. Use of appendices /Tables and photographs**

Appendix A: Exempt information

**15. Local Government (Access to Information) Act 1985**

This report contains exempt and non-exempt information. Exempt information is contained in Appendix A and is not for publication. The exempt information is under the following category (identified in the amended schedule 12A of the Local Government Act 1972):


- (3) Information relating to the financial or business affairs of any particular person (including the authority holding that information).



Agenda item:

**[No.]****Procurement Committee****On 15<sup>th</sup> September 2009**Report Title. 2<sup>nd</sup> extension of consultants contract in PR&EReport of **Niall Bolger, Director of Urban Environment**

Signed :


 15<sup>th</sup> September 2009
Contact Officer: **Marc Dorfman Assistant Director, Planning Regeneration & Economy .Tel ext 5538**

Wards(s) affected:

Report for: **Non - Key****1. Purpose of the report (That is, the decision required)**

- 1.1. To seek the Procurement Committees agreement to grant a second extension to the consultant (*see exemption note 1&4*).

**2. Introduction by Cabinet Member (if necessary)**

- 2.1. This extension will provide the necessary additional expertise required to maintain the impetus on driving through many of the key site developments currently taking place in the borough.
- 2.2. It is in the Council's interest to ensure that maximum benefits are derived from these developments. The difficult financial climate requires that all schemes are closely scrutinised, and negotiations for Section 106 funding will require the highest level of expertise to safeguard the Council's interests.

### 3. State link(s) with Council Plan Priorities and actions and /or other Strategies:

- 3.1 The Tottenham Hale and Haringey Heartland areas are identified as the growth points in the Borough. The Council has over the years prepared number of regeneration frameworks, masterplans and strategies to promote the development and regeneration in Tottenham Hale and Haringey Heartlands. The implementation of future development in these areas to meet the aspirations set out in the masterplan, strategies and regeneration framework is very important and the delivery of housing development and regeneration targets requires officers to work closely with the developers and to negotiate best development options.
- 3.2 Other Council Strategies and Plans, in particular the Regeneration Strategy, Housing Strategy and the Greenest Borough Strategy, also support the wider regeneration and environmental initiatives.

### 4. Recommendation

- 4.1. For the Procurement Committee to approve the 2<sup>nd</sup> extension of this contract and to waive the requirement for a formal tendering process.

### 5. Reason for recommendation(s)

- 5.1 A waiver of CSO 6.04 was agreed on 16<sup>th</sup> January 2009. A contract was set up for the consultant commencing on 19<sup>th</sup> January 2009 and a completion date of 30<sup>th</sup> June 2009. The contract period allowed for an extension of up to 3 months – this would take the completion date to 30<sup>th</sup> September 2009. A second extension is required from 1<sup>st</sup> October to 31<sup>st</sup> March 2010.
- 5.2a) The training of frontline staff in the financial evaluation of large scale schemes is considered a priority. The consultant is required to further develop the training of staff in the use of the 3 Dragons toolkit and to provide support in its use.
- b) This training is urgently required, and represents excellent value for money as it will negate the need for future outsourcing of financial evaluations. The average cost for outsourcing financial evaluations of larger schemes including Haringey Heartlands, and Tottenham Hale is in the region of £30 - £40k per scheme. The service is currently working on a number of major schemes which the consultant will be required to financially evaluate.
- c) The training will provide an opportunity to further enhance the in-house skill base for this important area of work.

- 5.3 The lack of in-house expertise in dealing with detailed Section 106 negotiations

for major schemes such as Tottenham Hale and Haringey Heartlands requires that this work be currently managed by a consultant.

5.4 Due to a lack of existing in-house resources the consultant is required to project manage the Tottenham Hale developments. The time frame for this work is considered urgent, and the existing consultant has developed an in depth understanding of the issues associated with scheme and is therefore well placed to deliver the service required without delay.

5.5 The consultant is one of the very few London public sector planners who can combine large project management and high level negotiation on Section 106 and development feasibility.

5.6 This is an area of work with a known deficiency in the planning field, and it is particularly critical during the recession where schemes are stalling because of lack of value and finance and critical re negotiations need to take place including applying for support to the Housing and Community Agency.

5.7 The risks to the Council for not completing this work are; lack of progress on delivering the key major sites developments, and a significant financial loss (potentially £20-25 millions) of Section 106 contributions.

5.8 The total value of the contract awarded to the consultant to date is £60k. If the proposed extension is approved, this will bring the total contract value to £110k.

5.9 The consultant work will be monitored on a weekly basis by 1:1 meeting with the Assistant Director.

## 6. Other options considered

6.1. Due to the time frames associated with this work it is in- practical to consider a formal tendering process. Moreover this is a specialist area of work which is difficult to recruit to.

## 7. Summary

7.1. The Planning Regeneration & Economy Service is required to ensure that the above schemes are successfully delivered within the defined time frames, and to a standard that meets the aspirations of the Council and the community it represents. The need to bring in the necessary expertise to help train existing staff and help to deliver the major projects is paramount. The extension of this contract is required in order to meet these demands.

**8. Chief Financial Officer Comments**

8.1. The report seeks the Procurement Committee's agreement to grant a second extension to a consultant for six months from 1<sup>st</sup> October 2009 to 31<sup>st</sup> March 2010 at an estimated cost of up to £50k. This is to be contained within existing budgets.

8.2. Under Contract Standing Orders, a Director is only able to agree a single extension of a contract by up to six months. This second extension may be agreed by the Procurement Committee under CSO13.02.

**9. Head of Legal Services Comments**

9.1. This contract is below the threshold where tendering is required under the Public Contracts Regulations 2006.

9.2. Urban Environment Directorate requires an extension to the contract with the consultant named in the Appendix to this report.

9.3. One extension of three months provided for within the terms of the contract has already been granted by the Director.

9.4. Contract Standing Order 13.02 allows the Cabinet Procurement Committee to authorise a further extension of contract.

9.5. The Head of Legal Services confirms that there are no legal reasons preventing Members from approving the recommendations contained in this report.

**10. Head of Procurement Comments – [Required for Procurement Committee]**

10.1. This recommendation is in line with the Procurement Code of Practise.

10.2. The contract will be monitored by weekly one to ones to ensure that the agreed targets are met.

10.3. This is a VFM option as it allows for the transfer of skills to enable council staff to undertake work within current budgets as opposed to outsourcing at £30- 40k per project.

10.4. The recommendation mitigates the risks to the Council of not delivering the key major sites developments, and a significant financial loss ( potentially running into millions) of Section 106 contributions

**11. Equalities & Community Cohesion Comments**

The impact of these projects on the community will be considered in detail as part of the Planning process and consultation.

**12. Consultation**

12.1. n/a

**13. Service Financial Comments**

13.1. The costs will be up to £50k and will be contained within the existing revenue budgets. *(see exemption notes 1&3).*

**14. Use of appendices /Tables and photographs**

14.1. *(see exemption note 2).* Contract, Business Case and Waiver.

**15. Local Government (Access to Information) Act 1985**

15.1. Procurement Manual – Code of Conduct

15.2. This report contains exempt and non-exempt information. Exempt information is contained in the appendix to this report and is **NOT FOR PUBLICATION**. The exempt information is under the following category (identified in the amended Schedule 12A of the Local Government Act 1972.

Information relating to the financial or business affairs of any particular person (including the authority holding that information) (3)

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Haringey Council

Agenda item:

**[No. 1]**

[Name of Meeting]

On [Date]

Report Title. **Proposal for the appointment of NPS Property Consultants Limited to project manage the detailed design, planning and delivery of the depot development project at 85 Marsh Lane, Tottenham.**

Report of Niall Bolger, Director of Urban Environment.

Signed :

*N Bolger* 30<sup>th</sup> September 2009

Contact Officer : Steve Carter, Senior Project Officer, telephone 020 8489 2645

Wards(s) affected: Tottenham Hale and Northumberland Park

Report for: Key Decision

### 1. Purpose of the report (That is, the decision required)

1.1. To seek committee approval to appoint NPS Property Consultants Limited (NPS) beyond their existing contract on the Marsh Lane project, (RIBA, stages A to C) to provide a full project management and design service (RIBA stages D to L) in order to facilitate the relocation of the Ashley Road depot and development of a new strategic depot for Frontline Services at 85 Marsh Lane.

### 2. Introduction by Cabinet Member (if necessary)

2.1 This project enables the delivery of the Council's Regeneration Strategy for the two key growth areas within the Borough and is supported by overarching policies in the adopted UDP (2006), and supplementary planning documents in the form of the Haringey Heartlands Framework (2005) and Tottenham Hale Urban Centre Masterplan SPD (2006).

2.2 The proposal enables the release and disposal of the Ashley Road site for residential development in line with the Tottenham Hale Master Plan and the proposals emerging from the Greater Ashley Road and Station Interchange Master Plan and Government policy within the London-Stansted-Cambridge-Peterborough Growth Corridor and the Mayor's London Plan.

2.3 It will improve the borough's performance in waste management and recycling. Making Haringey one of the Greenest Boroughs as specified in the Haringey Plan for 2007 – 2010.

**3. State link(s) with Council Plan Priorities and actions and /or other Strategies:**

- 3.1. **Make Haringey Green** – To make Haringey one of London's greenest boroughs.
- 3.2. **Create safer, cleaner streets** –To create a Better Haringey: cleaner, greener, safer.
- 3.3. **Deliver excellent services** – To deliver excellent, customer focused, cost effective services.

**4. Recommendations**

4.1. To approve the appointment of NPS beyond their existing contract on the Marsh Lane project, (RIBA, stages A to C) to provide a full project management and design service (RIBA stages D to L) in order to facilitate the relocation and development of a new strategic depot for Frontline Services. The contract will include an option to break at the end of each stage dependent upon funding, planning consent and further Committee approvals.

**5. Reason for recommendation(s)**

- 5.1. To provide project management continuity during the detailed design phase and to build on the work carried out to deliver the feasibility study.
- 5.2. To progress delivery of a new strategic depot for Frontline Services.

**6. Other options considered**

6.1. Continue to operate from the existing Ashley Road Depot – previously considered in the April 2008 Cabinet Report, seeking authority to purchase the site

**7. Summary**

7.1. On 22 April 2008, Cabinet gave approval to the acquisition of 85 Marsh Lane, N17 at a price of £5,300,000. Purchase was funded primarily from GAF 3 (£3,983,000) and the remainder from S.106 and LABGI monies. The transaction was completed in July 2008. This purchase was in order to facilitate the development of a strategic depot facility for frontline services and promote the development of Green Industries. The successful completion of the new depot will release existing depot sites at Ashley Road and Western Road for redevelopment in line with master plans for the Tottenham Hale and Haringey Heartlands respectively.

7.2. The Council appointed NPS to undertake design development to Royal Institute of British Architects Stage C for the new depot, which was completed in April 2009. Authority to award an extended contract to NPS Property Consultants Limited will enable the project management and design team to build on work to date and provide continuity in taking the project forward.

7.3. Key objectives of the proposed new depot project are:

- Provide a new strategic depot at Marsh Lane to assist in meeting Haringey's ambitious targets set for recycling, the reduction of CO2 emissions and to assist with coping with the impact of increased households within the borough.
- Promote growth and start up of businesses that will contribute to the development of 'Green industries' in the Upper Lee Valley.
- Enable the release and disposal of the Ashley Road site for residential development in line with the Tottenham Hale Master Plan and the proposals emerging from the Greater Ashley Road and Station Interchange Master Plan.
- Release the Western Road site in Haringey Heartlands to contribute to delivery of the Heartlands Master Plan objectives.

In addition the project will contribute to:

- Promoting the regeneration objectives included within the emerging Central Leaside Area Action Plan
- Supporting the objectives of the North London Waste Authority business plan
- Improving the borough's performance in waste management and recycling. Making Haringey one of the Greenest Boroughs is a priority in the Haringey Plan for 2007 – 2010. A key action in the next three years is to improve recycling sites.

## **7.1 Background**

- 7.1.1. The Construction Related Consultancy Services framework agreement (CRCS) was set up by the Construction Procurement Group in April 2004. The framework agreement was set up to provide consultancy for the Council's construction projects.
- 7.1.2. In March 2008, A Procurement Report was made to Cabinet Procurement Committee seeking Member agreement to enter into a Framework Agreement for the provision of construction related consultancy services with a single lead supplier for a period of two years with the option to extend for a period of two years on an annual basis subject to satisfactory performance of the company.
- 7.1.3. At this meeting Members approved the proposal to enter into a Framework Agreement with NPS Property Consultants Limited as the single lead supplier to provide all construction consultancy services relating to construction work; these being in the main (but not limited to) building surveying, general architecture, landscape architecture, mechanical and electrical engineering, structural engineering, civil engineering and project management.
- 7.1.4. It was agreed at the Procurement Committee meeting in March 2008, that any contract valued over £250,000 brought forward under this framework agreement must be approved by the Cabinet Procurement Committee
- 7.1.5. Tottenham and Haringey Heartlands are key development areas in the London segment of the Government's London-Stansted-Cambridge-Peterborough Growth Corridor and the Mayor's London Plan. Haringey Council submitted a bid for CLG funding through Growth Area Fund Round 3 (GAF3) and the Community Infrastructure Fund (CIF) to facilitate the development of a significant number of new homes and jobs in these areas, which will assist Haringey in meeting its housing targets.
- 7.1.6. The Tottenham Hale Masterplan includes the redevelopment of the industrial area around Ashley Road for residential-led, mixed-use. The Ashley Road recycling depot is part of this area.
- 7.1.7. The Marsh Lane site is located in the Central Leaside Area Action Plan (CLAAP) boundary. The Council has been working with the London Borough of Enfield to bring forward a significant change in the policy framework for this part of North London to facilitate the regeneration and renewal of the this part of the Lee Valley. The draft Area Action Plan envisages the development of Green Industries as a key part of the economic development of the area, along with residential development.
- 7.1.8. Regeneration of the borough's two key growth areas is supported by overarching policies in the adopted UDP (2006), and supplementary planning documents in the form of the Haringey Heartlands Framework (2005) and

Tottenham Hale Urban Centre Masterplan SPD (2006).

- 7.1.9. The Council identified 85 Marsh Lane as a suitable site to relocate both the Ashley Road Depot and the smaller depot site at Western Road. The relocation would make the current sites available for residential development in line with strategic proposals.
- 7.1.10. Development of the Marsh Lane site would facilitate the establishment of a centralised, borough-wide recycling facility. It is an aspiration of this project that the new facility will stimulate a new green industry cluster in support of the Central Leaside Area Action Plan. The new depot would enable the Council to integrate new recycling processes, contribute to addressing delivery targets in this area and cope with the increased demand arising out of the borough's housing growth. The potential exists for wider benefits and economies of scale by adopting a strategic approach and linking with the North London Waste Authority
- 7.1.11. The Ashley Road Depot currently contains a recycling centre and CCTV control centre. It also provides parking for Homes for Haringey and Accord's refuse vehicles, as well as space and facilities for a number of other uses and Council services including: Meals-on-Wheels, Parking, Environmental Health, Passenger Transport, Street Lighting and Parks.
- 7.1.12. The Council engaged NPS to undertake an accommodation and technical assessment to determine the suitability of the Marsh Lane site to accommodate the Council's needs. Their findings confirmed that the site is appropriate for the proposed use and detailed which priority services could be accommodated. A full copy of the report was appended to the Committee paper in April 2008 and is available for review if required.
- 7.1.13. NPS were engaged under a fresh contract in September 2008 to prepare a Feasibility Study (FS). The draft report was provided to the Project Board in April 2009 and considered three options. Option 3 outlined in the FS was approved for further development. The proposal is to engage NPS Property Consultants Limited and the full design team to take the project forward stage by stage to a full planning application and construction if planning consent is achieved and sufficient funding is available. The current programme prepared by NPS Property Consultants Limited projects that the full planning application will be submitted in December 2009, with a planning committee decision by the end of April 2010.
- 7.1.14. Demolition is necessary prior to any site development and will remove the potential risk to the Council associated with illegal access to the site and buildings. The appointment of a demolition contractor is the subject of a separate Committee Report.
- 7.1.15. The latest programme prepared by NPS shows that the construction contract

will be tendered between August and September 2010. Construction is programmed between February 2011 and July 2012. The design team may work with the contractor to carry out a final construction design review at this stage to ensure design detail is clear and agreed. This new programme is considered realistic but conservative and there is an expectation that this may be improved upon.

## 7.2 Budget and financial implications

7.2.1. The fee for engaging the design team is set by the Framework. The detail of this fee proposal is at Appendix A as it is exempt information. The fee excludes any additional surveys or specialist consultant's fees. The project will proceed by stages and the contract will allow for termination at the end of each stage if the project is not taken forward for any reason.

7.2.2. The original report to purchase Marsh Lane site did foresee the possible risk that funding may not be available to construct the building in the short term. The options considered were to clear the site and sell with outline planning approval or to rent the cleared site for storage, both options are still viable. The programme provides the breathing space that may be required in the current financial/commercial downturn, as a key funding source for the development of the Marsh Lane site is the sale of the existing Ashley Road Depot. The programme will also enable further time for the Greater Ashley Road master plan to be developed before this financial commitment is required.

7.2.3. The demolition is funded by Growth Area Funding Round 3, to £1,200,000. The overall existing funding for the Marsh Lane project is as follows:

Confirmed funding	Amount
Carry over from 08/09 (section 106).	344,000
Prudential borrowing.	10,000,000
GAF3, demolition.	1,200,000
GAF3 right of way.	50,000
Site 'B' rental.	56,000
<b>TOTAL</b>	<b>11,650,000</b>

7.2.4. The NPS appointment will be on a stage by stage basis and the contract will allow for termination at the end of any stage. This will protect the Council from any liability for the full design team fee if construction does not take place.

## 8. Chief Financial Officer Comments

8.1. The 2009/10 capital programme includes £324k to cover design fees and specialist

consultant fees to be incurred in the current financial year. The cost of engaging NPS take the Marsh Lane project to a full planning application will be met from this budget. The cost of fees beyond this point, if planning consent is granted, will be dependent upon identifying additional funding for the scheme to enable it to proceed to completion.

8.2. Revised capital estimates and funding arrangements will be prepared over the coming months in developing the Pre Business Plan Review documentation for 2010/11 to 2012/13.

### **9. Head of Legal Services Comments**

9.1. The single-supplier Framework referred to in paragraph 7.1 was tendered in accordance with the Public Contracts Regulations 2006.

9.2. Under the terms of the Framework contracts can be awarded to NPS Property Consultants Limited on a 'call-off' basis as recommended in paragraph 4.1.

9.3. In accordance with CSO 11.03 as the value of the contract referred to in paragraph 4.1 exceeds £250,000 it can only be awarded by Members.

9.4. As the value of the contract referred to in 4.1 exceeds £500,000 it is a key decision, and the Directorate has confirmed that it has been included in the Forward Plan.

9.5. The Head of Legal Services sees no legal reasons preventing Members from approving the recommendation in section 4.

### **10. Head of Procurement Comments –[ Required for Procurement Committee]**

10.1. The Consultant – NPS Property Consultants Limited – has been called off the Council's Consultants for Construction Works framework for design and related construction services as the single strategic supplier which was established in April 2008 for an initial two years.

10.2. NPS Property Consultants Limited have in turn set up their supply chain in discussion with the client and the fees agreed are competitive.

10.3. The Head of Procurement therefore acknowledges the recommendations to appoint NPS Property Consultants Limited as stated in paragraph 4.

**11. Equalities & Community Cohesion Comments**

11.1. There are no specific equalities or community cohesion implications arising from this report. However, any effort to regenerate must recognise the ethnicity and diversity of the borough and demonstrate how disadvantaged local communities will benefit from the investment planned.

**12. Consultation**

12.1. [click here to type]

**13. Service Financial Comments**

13.1. Having been consulted throughout the whole process, I can confirm there are sufficient funds within the budget to take the project to planning consent. There are no financial implications on the revenue.

13.2. Future capital funding arrangements will form part of the Pre Business Plan Review process going forward to 2010/11 and 2012/13.

**14. Use of appendices /Tables and photographs**

14.1. Appendix A – Exempt information, fee proposal

14.2. Appendix B- 85 Marsh Lane site

**15. Local Government (Access to Information) Act 1985**

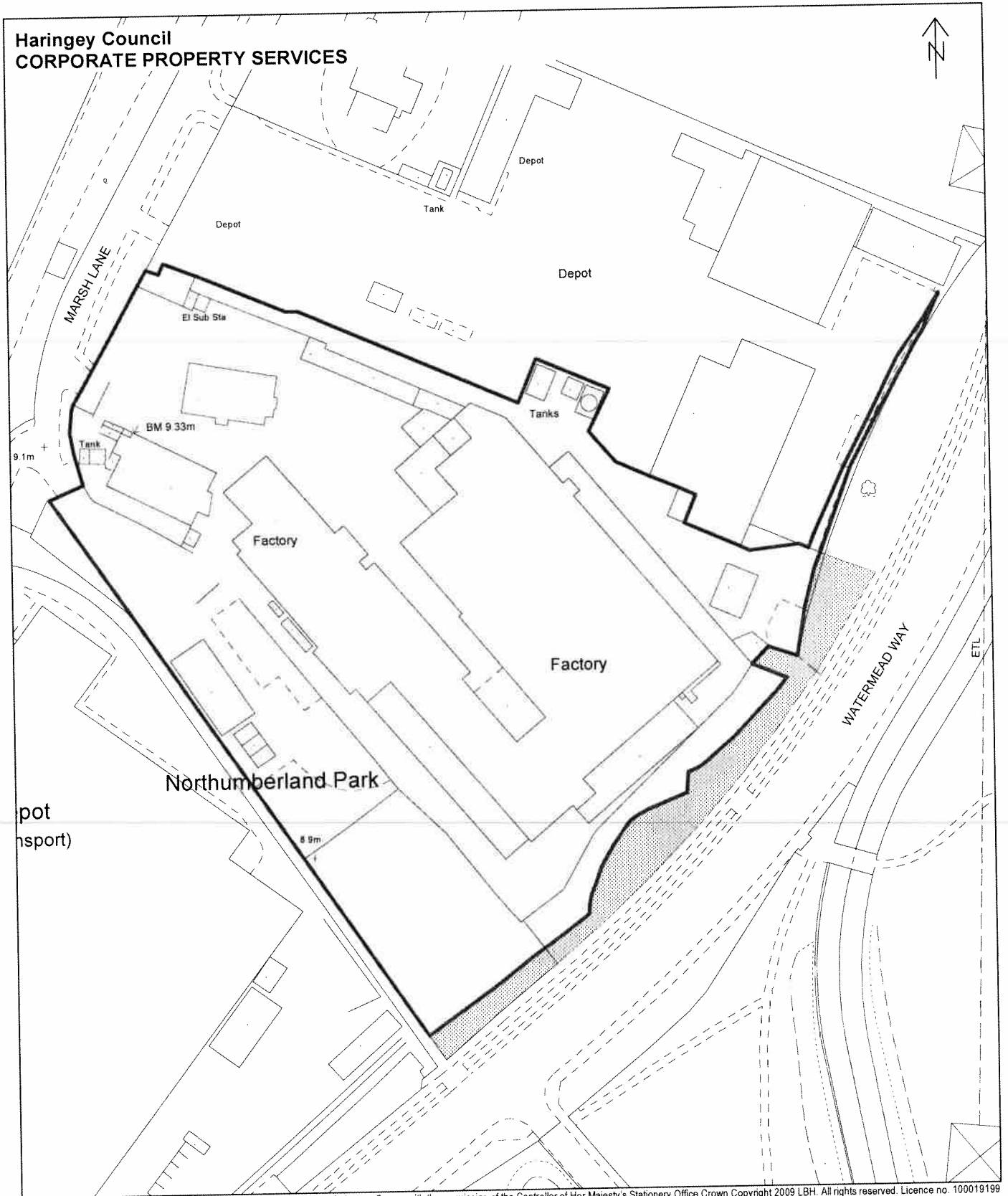
15.1. List of Background documents:

- Report to Cabinet, (22/04/08), Acquisition of 85, Marsh Lane, Tottenham, N17 0UX.
- Haringey Heartlands Framework, (2005).
- Tottenham Hale Urban Centre Masterplan, (2006).
- Haringey Unitary Development Plan, (2006).
- Haringey Programme of Development: 2008 – 2016, (2007)
- Haringey Refreshed Programme of Development 2008 – 2016 (2008)
- 'Going Green', Haringey Council's Greenest Borough Strategy.

15.2. This report is not for publication as it contains exempt information under the following categories:

Part 1 (3): Information relating to the financial or business affairs of any particular person (including the authority holding that information





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**85 Marsh Lane  
(sites A, B and highway land)  
Tottenham  
LONDON N17**

Key:

Red verge - Sites A and B

Deed Doc. No. :

LR title no. :

Site Area (hectares) :

Scale 1:1250


CPM No.

Overlay : Environment - Depots

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[No.]

Agenda item

PROCUREMENT COMMITTEE		On 15 September 2009
Report Title.		
<b>Building Schools for the Future: Award of Contract for Fortismere School</b>		
Report authorised by : <b>Director of the Children &amp; Young People's Service</b>		
Signed : 		
Contact Officer :		
<b>David Bray</b>		
<b>020 8489 1824</b>		
<b>david.bray@haringey.gov.uk</b>		
Wards(s) affected: <b>Fortis Green</b>	Report for: <b>Key Decision</b>	
<b>1. Purpose of the report</b>		
1.1 To seek Procurement Committee approval to award the main works design and build contract for Fortismere School following the completion of the Pre-Construction Stage.		
<b>2. Introduction by Cabinet Member</b>		
2.1 The works included in this contract will bring enormous improvements to Fortismere school and will be of direct and lasting benefit to pupils. I am particularly pleased to see that the plans include a new music block as well as specific improvements for disabled children from Blanche Nevile.		
2.2 I am satisfied that the appropriate processes have been followed and we will be getting good value for money from this contract as well as contributing to our Greenest Borough strategy via a range of sustainability features.		
2.3 I am happy to support the recommendations.		
<b>3. State link(s) with Council Plan Priorities and actions and /or other Strategies:</b>		
<b>3.1 Council Priorities</b>		
3.1.1 The scheme contributes to a number of Council policies and strategies as outlined in previous procurement committee reports on BSF schools. Of particular significance are the following:		

**3.1.2 The Children and Young People's Plan**

3.1.2.1. The project is consistent with the Children and Young People's Plan as part of the strategy for 14-19 year olds (*Bright Futures* and the *Strategy for Change*)

**3.1.3 Making Haringey one of London's Greenest Boroughs**

3.1.3.1. The Fortismere School Project exhibits a number of sustainability features, and achieves a BREEAM "Very Good" rating.

**3.2 Resources**

**3.2.1 Value for Money**

3.2.1.1. Overall Value for money and quality is achieved by the procurement methodology to prove the economy, efficiency and effectiveness of each project as it is tendered with successful contractors engaging in an open book work pack tender process. The approach to contractor framework agreements was outlined in the Procurement Committee report of April 2007.

**3.2.2 Engagement of the Community**

3.2.2.1. Extensive consultation has taken place involving a wide range of stakeholders at each stage of the design development, including a design quality workshop devised by the Commission for Architecture and the Built Environment.

**3.2.3 Risk Management**

3.2.3.1. Risks are managed within the governance of the BSF programme. This includes Stream Lead meetings and reporting to the Programme Board. The projects are managed within Prince 2 methodology and Managing Successful Programmes. Procurements are managed to European Legislation and advice is taken from legal advisers to ensure compliance.

**4. Recommendations**

4.1 The Procurement Committee award the design and build contract, with a value set out in Appendix 1, section 16.1, with a programme to complete by 3<sup>rd</sup> September 2010.

4.2 The Procurement Committee authorise spending on this contract up to the sum detailed in section 16.1.2 with reference to the build up of this sum in section 16.1.1. It should be noted that the school are contributing to the project in terms of directly funding, managing and delivering the ICT infrastructure works in legacy areas. This approach replaces the requirement for the school to make a funding contribution to the project, and any deficiency in this work will require completion / rectification at the school's expense.

**5. Reason for recommendation(s)**

5.1 In April 2007, following an Official Journal of the European Union (OJEU) process, Haringey's Procurement Committee agreed a framework of six Constructor Partners (CP's). These CP's would be used to source the twelve school projects in the BSF programme.

5.2 In May 2008 it was agreed with the Leader of the Council that, in order to give full Member involvement in the BSF Design and Build process, the pre-construction stage would be reported to Procurement Committee for approval. Subsequently the main award with an Agreed Maximum Price (AMP) would also be presented to Procurement Committee.

5.3 All of the CP's on the framework were invited to submit proposals for Fortismere School project, via a mini-competition. The mini-competition process for Fortismere School was completed on 17<sup>th</sup> September 2008 and a preconstruction agreement was entered into with Balfour Beatty Construction on 22<sup>nd</sup> June 2009 following Procurement Committee approval on the 16<sup>th</sup> October 2008.

5.4 The Pre Construction stage was undertaken using the same methodology as all other project reports presented to Procurement Committee.

5.5 The Contractor Partner received the Council's Requirements on 18<sup>th</sup> May 2009 and then worked with the Design Team Partner and stakeholders to develop their Contractor's Proposals in response.

#### **5.6 Review**

5.6.1 The majority of the works package items within the design were tendered by the Contractor Partner (CP) (The exceptions were loose furniture and utilities). The CP was instructed to send out individual work packages to a minimum of three suppliers. The suppliers returned their prices to Potter Raper Partnership's (cost consultant) office, for opening and recording, and the CP submitted a recommendation report for the individual packages, which demonstrated value for money. As a result, Potter Raper Partnership (PRP) confirmed that over 88% of the works received three tenders from suppliers; with respect to the remainder, PRP have confirmed these demonstrated value for money. There are two provisional sum items which remain in the contractors AMP and these are scheduled out in 16.2.

5.6.2 The Design Team Partner has reviewed the recommendations to ensure that they are compliant with the Council's Requirements. There have been no significant derogations from the Council's Requirements.

#### **5.7 Final Tender**

5.7.1 The AMP was submitted on the 24th July 2009 and opened on the 27th July 2009. The tender included the following information:

- Form of Tender
- Contractor AMP form
- Programme
- Contractor's Proposals

#### **5.8 Health and Safety Implications**

5.8.1 During the pre-construction stage the designs have been reviewed by a Construction Design and Management Co-ordinator, (Gardiner and Theobald). Their duties have included:

- Advise and assist the client with their health and safety duties
- Notify details of the project to HSE
- Co-ordinate health and safety aspects of the design work and co-operate with others involved with the project

- Facilitate good communication between the client, designers and contractors
- Liaise with the principal contractor regarding ongoing design work
- Identify, collect and pass on pre-construction information
- Prepare and update the health and safety file

5.8.2 As part of their acceptance onto the Contractor's Framework for BSF the contractor partner is a member of the Contractors Health and Safety Assessment Scheme (CHAS). This has allowed the Council access to contractor partner's information on their Health and Safety record, to ensure that they are meeting the necessary regulations.

## **6. Other options considered**

6.1 Not Applicable

## **7. Summary**

7.1 The Fortismere School BSF project has been the subject of a 2 stage tendering process with a contractor appointed to undertake pre-construction services. This report addresses the process used to ensure value for money, identifies the anticipated costs resulting from the procurement exercise and seeks approval to proceed to award the main design and build contract.

7.2 The works comprise:

- A new Music block (925 m2)
- New ICT infrastructure
- A number of new ICT rooms
- Improved acoustics in a number of Fortismere's teaching rooms for pupils from Blanche Nevile school
- Demolition of the existing defunct music faculty and provision of new landscaping.

7.3 With the exception of the new music block, it should be noted that Fortismere School are funding and managing ICT upgrade works in all remaining areas throughout the school. Unlike other secondary schools in Haringey, Fortismere School have retained ownership of their legacy ICT equipment and have in the past successfully upgraded their ICT infrastructure. With the exception of ICT, the works required under the Fortismere BSF project to existing areas are very limited. Interfaces between the different aspects of the project can be clearly identified and accountability is specified in the Development Agreement which the school have agreed and signed. Therefore, it was recognised that the school would be able to procure the ICT works in existing (legacy) areas more efficiently than BSF and implement with less disruption to the operation of the school compared to the Construction Partner.

## **8. Chief Financial Officer Comments**

8.1 The approach proposed in this report whereby Fortismere School both funds and manages the ICT infrastructure works in legacy areas, carries certain risks; these have been identified and are subject to a Development Agreement which seeks to identify the responsibility and accountability for each element of the works.

8.2 The school is proposing to fund this element of the works from its own resources;

as at March 2009 the school had an accumulated revenue balance of £524,000 and a capital balance of £175,000. It is apparent from the end of year financial information presented to the Local Authority that the Governing Body has recognised and formally earmarked capital and revenue resources to cover its anticipated liability in respect of this project.

## **9. Head of Legal Services Comments**

- 9.1 This report seeks approval for the award of the contract for the Design and Build phase of the Fortismere School Project (the Project), to the contractor named in Appendix 1 at paragraph 16.1 (the Contractor), and for authorisation to spend on this contract up to the sum detailed in 16.1.2, with reference to the build up of this sum in 16.1.3.
- 9.2 The Contractor was recommended to the Procurement Committee for the award of the Pre-construction Services contract for the Project and the opportunity to agree an Agreed Maximum Price for the project as a whole, following a mini-competition held with the contractors on the BSF Contractor Partners Framework Agreement.
- 9.3 As confirmed by external legal advisers to the BSF programme, Eversheds, the BSF Construction Partners Framework Agreement was established following the correct advertisement in accordance with EU public procurement directives and regulations.
- 9.4 The Pre-Construction Services contract was awarded to the Contractor by the Procurement Committee on the 16<sup>th</sup> October 2008.
- 9.5 The Construction Procurement Group have confirmed that all parties to the Pre-Construction Services contract mini-competition understood that the Council reserved the right to award the subsequent the Design and Build stage contract to the same contractor that was awarded the contract for the Pre-construction stage provided agreement as to an Agreed Maximum Price and other terms of the D & B contract is reached with that contractor.
- 9.6 Agreement as to the Agreed Maximum Price and other terms of the Design and Build contract has now been reached with the Contractor. This report is seeking approval of the award of this contract to the Contractor.
- 9.7 As the value of the Agreed Maximum Price for the contract exceeds £250,000, under CSO 11.3, the Procurement Committee is the appropriate body to approve the award.
- 9.8 The Head of Legal Services confirms that there are no legal reasons preventing Members from approving the recommendations set out in Paragraph 4 of this report.

## **10. Head of Procurement Comments**

- 10.1 The process for assembling the Agreed Maximum Price (AMP) is based on an open book process where the sum of each package of works compiles the AMP.
- 10.2 The AMP has been assembled by the contractor following a series of mini competitions to their supply chain and the figures received are arithmetically checked by the Cost Consultant. The prime contractor recommends the intended sub-contractor for each package for examination by the Cost Consultant and Project Manager.
- 10.3 The Agreed Maximum Price is then received and processed by Council officers in

accordance with standing orders and financial regulations.

10.4 The Head of Procurement is therefore satisfied with the recommendations contained within this report and which represent best value

### **11. Equalities and Community Cohesion Comments**

11.1 The new build elements of the Fortismere School project are being designed to be fully accessible to all levels of physical ability (DDA compliance). As part of the vision for the campus, the facilities have the potential to be open to the local community.

11.2 An Equalities Implication Assessment is complete, has been quality checked by the equality team and signed off by the Director of CYPS. The full assessment is appended to this report with a summary of the key impacts in 11.3 below.

11.3 The key impact of the project in redressing inequalities at the school is to improve provision for:

- young people at risk of exclusion, which are disproportionately from ethnic minority groups or have special educational needs
- other pupils with more diverse special educational needs, especially hearing impaired pupils attending Blanche Nevile school
- young people for whom vocational pathways 14-19 provide better options and will lead to improved outcomes and progression after school
- young people above statutory leaving age (i.e. 16), and particularly from ethnic minority groups, to enable progression into higher education
- the local community through the core offer of extended services that the school will provide directly or will signpost
- ICT for all young people and families to enable anywhere/anytime access to learning resources

### **12. Consultation**

12.1 The Construction Procurement Group has been consulted in the preparation of this report.

12.2 A wide range of internal and external stakeholders have been consulted during the course of project development. These stakeholders include the school and its administrators, the local community, local Members, Partnerships for Schools, DCFS, and the Commission for Architecture and the Built Environment.

12.3 A Governing Body Agreement has been signed with Fortismere School which acknowledges that the Contractor Partner will require access to the school premises to carry out the works and that the school will liaise closely with them to support the phasing and decanting requirements of the scheme.

12.4 Legal Implications

12.4.1 The BSF Framework Agreements with the Construction Partners were established following the correct advertisement in accordance with EC procurement directives and regulations.

12.4.2 The framework incorporates a mechanism in order to score call offs and mini competitions. It anticipates that, subsequent to the appointment of a contractor to a Pre-Construction Services Agreement, a Design and Build Contract will be entered



into with that contractor in substantially the same form as the draft in the framework

12.4.3 Whilst the contractor has been proceeding with the services under the Pre-Construction Services Agreement, Haringey's Construction Procurement Group, with the assistance of other professional advisers, has been progressing the process of establishing the scope and price for the Design and Build Contract.

### **13. Service Financial Comments**

13.1 Appendix 1 presents the AMP Stage Cost Schedule. This table confirms all project cost elements associated with the project's design and build phases based on information from Potter Raper Partnership and confirmed by the Mace Project Manager – this table incorporates previous stages approved via delegated authority. This table shows that the Maximum Project Cost equals the cash limited budget for this project and therefore has the necessary budget provision available for this approval to be made.

13.2 The level of client provisional sums for this project should be noted (See Provisional Sum Schedule 16.2), representing 1.27% of the AMP sum. Agreement of final costs within the identified provisional sums plays a critical part in ensuring that the project can be managed within agreed budget levels. The Procurement Committee should therefore note the relatively low risk in this case. The BSF cost consultant has confirmed that the provisional sums allocated for this project are reasonable for the works anticipated.

13.3 The Procurement Committee should note that affordability of this project has been achieved by removing ICT infrastructure works from the scope of the project and allowing the school to manage, deliver and fund these works directly. Confirmation that the full project scope (including ICT works) can be achieved within Final Maximum Project Budget is subject to confirmation by the school (in the Development Agreement) that the scope and quality of these works will be appropriate to support the OBC Addendum agreement / Generic and Project FBC documents. If for any reason the scope and/or quality of ICT infrastructure works is not acceptable to any stakeholder, the cost of rectifying this will rest with the school.

13.4 DCSF issued a revised promissory letter on Monday 24th November 2008 confirming the BSF programme FBC had successfully been signed off, and the total grant funding payable to the council. As defined in the DCSF Funding Protocol, the date of this Promissory letter defines the moment of financial close for funding purposes. This was confirmed by the discussion and minute of the 21st October BSF Programme Board.

### **14. Use of appendices /Tables and photographs**

14.1 Agreed Maximum Price Summary (16.1)

14.2 Provisional sum schedule (16.2)

14.3 Programme Milestones (16.3)

14.4 Construction awards to date (16.4)

**15. Local Government (Access to Information) Act 1985**

15.1 The following documents were used in the compilation of this report:

15.2 The Council's Standing Orders

15.3 Appendix 1 of this report contains exempt information and is **not for publication**. The exempt information is under the following category (identified in the amended Schedule 12A of the Local Government Act 1972):

- *Information relating to the financial or business affairs of any particular person (including the authority holding that information) (Ground 3).*

HARINGEY COUNCIL



EQUALITY IMPACT ASSESSMENT FORM

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**Equalities Impact Assessment Fortismere School**

**Service:** BSF

**Directorate:** Children & Young People's Service

**Title of proposal:** Building Schools for the Future (BSF)-Fortismere (& Blanche Neville) Schools

**Lead Officer (author of the proposal):** Simon Briddon

**Names of other officers involved:** Nick Kemp (Transformation Coordinator), & wide range of other agents and contractors acting for the council, including architects, cost consultants

---

Step 1 - Identify the aims of the policy, service or function

**1.1 Project outline**

- ❖ Fortismere is one of 12 schools in the BSF programme that has completed its pre-construction stage and is moving to the main stage of the Design and Build programme. Procurement Committee approval is now being sought to award the main works design and build contract for this school. Blanche Neville ( Special School - Hearing Impairment) will also gain advantages from this project, as it has access to some Fortismere School facilities
- ❖ Following significant and sustained consultation the work will comprise
  - A new Music block (c925 m2)
  - New ICT infrastructure (including for Blanche Neville)
  - A number of new ICT rooms
  - Improved acoustics in a number of Fortismere's teaching rooms for pupils from Blanche Neville school (English, plus Music, & ICTsuites (above)
  - Demolition of the existing defunct music faculty and provision of new landscaping to improve external social space.

**1.2 What effects the proposal is intended to achieve**

- ❖ The BSF works support CYPS and national goals, by improving (i) exam outcomes for students (ii) students' personal development & well-being (iii) facilities for community site users, (iv) specialist facilities
- ❖ The areas/functions of the site to be improved in line with this goal are: ICT provision for students and other site users; teaching and learning accommodation; social spaces for students and site users.
- ❖ Increased access to 14-19 diplomas and other specialist pathways both at the school and at other locations providing greater choice and diversity of provision for parents and students.
- ❖ Improved access to ICT will reduce the 'digital divide' for families with limited ICT access at home and enhance the learning facilities for all students
- ❖ A managed learning environment will enable any parent to securely access information on their child, such as attendance, homework and progress

**Who will benefit?**

- ❖ The BSF programme has as its core aim to break the link between disadvantage and low achievement. The resource allocation for this school will help to redress this disadvantage, whilst ensuring the raising of attainment levels for all students
- ❖ The BSF works at this school are intended to benefit the students & community site users. References to 'the school' in this document refer to both Fortismere and Blanche Neville unless otherwise indicated. It should however be noted that Blanche Neville is a separately-governed institution, with its own building, and arrangements for their students to have access to Fortismere buildings and facilities are not permanent arrangements, but are merely signs of inter-school cooperation
- ❖ The school's students are slightly less economically disadvantaged overall than the national norm (8.5% FSM entitlement, compared to national average of 14.2%), with over half (51.3%) from minority ethnic groups, compared to national average of 19.5%, reflecting the

nature of the local community. Blanche Neville students have additional learning needs, related to hearing impairment. Community site users, whether parents/carers, or other community groups, reflect a similar profile

## Step 2 - Consideration of available data, research and information

### 2a

#### Groups significantly under/over represented in use of the service, when compared to their population size

- ❖ *Age*: the school serves the 11-18 age group; community users are of varied ages, with high representation of adults with school-age children (as they are parents of Fortismere or Blanche Neville School students), a high representation of younger people (particularly for sports activities) and relatively low representation of older people
- ❖ *Gender - students*: in common with many mixed secondary schools, boys (53.4%) outnumber girls
- ❖ *Race*: the school roll reflects local ethnicity patterns, with a high (51.3%) representation of (national) minority ethnic groups, the largest categories of which are currently White- Any Other White (20.4%), Mixed – Any Other Mixed Background (5.4%), and Mixed- White & Black Caribbean (5.3%). 13% of students have a first language other than English, slightly above national average (10.6%)
- ❖ Similar patterns are discernable amongst community users, but there is no requirement for users to complete an ethnic monitoring return
- ❖ *Religion or Belief*: a range of faiths are represented, including a range of Christian and Muslim beliefs.
- ❖ *Disability*: Fortismere school has above the national average of students with SEN statements (4.3% vs 2.1%). Most or all Blanche Neville students have or will have statements, as a function of their hearing impairment needs
- ❖ *Sexual orientation*: the school does not hold data on student sexual orientation, unless confidentially divulged by individual students; similarly, the school does not hold such records on other users

#### Groups that have raised concerns about access to service/service quality

- ❖ The log of parental queries shows that the school receives a level of queries in line with similar schools, reflecting the school's recognised success in achieving satisfactory and often good progress for its students (as evidenced by Raiseonline; see <http://www.cocentra.com/> )
- ❖ No concerns have been raised by community user groups about equalities access issues,

#### Groups which appear to be receiving differential outcomes in comparison to other groups

- ❖ Students in the equalities target groups, with some clearly identified exceptions make educational progress broadly in line with national norms. Accelerating progress by all groups is therefore the goal of the BSF project
- ❖ *Gender - students*: in line with national patterns, boys' standards are below girls (typically reflecting lower prior attainment at Key Stage 2). In terms of achievement (Key Stage 2-4 Contextual Value Added), girls achieve above expectations, but with girls arriving below national expectations achieving slightly (but not significantly) below expectations. Boys

achieve better than expectations, but with boys arriving below national expectations achieving slightly (but not significantly) below expectations

- ❖ *Ethnicity*: no ethnic group's achievement is significantly below expectations. Those which were slightly below expectations by the end of KS4 in 2008 were those of White & Black African, Any other Mixed, Indian, Pakistani, Any other Asian, and Caribbean backgrounds
- ❖ *Religion or Belief*: no significant patterns of underachievement
- ❖ *Disability*: no group in this category significantly underachieved in 2008; those at School Action slightly underachieved. Students with full statements of SEN typically have standards below national norms, but achievement is satisfactory or better. Blanche Neville school is currently using some areas of Fortismere school buildings, but not all are equipped for the level of hearing impairment that characterises the special needs of Blanche Neville students
- ❖ Some community users can find difficulties with difficult physical approach to the current access to entrance, access to upper floors in one of the main buildings; difficult routing of circulation space; limited range of environmentally-controlled rooms & sufficiency of specialist rooms, all of which inhibit more widespread use.

## **2b Factors (barriers) which might account for the above**

- ❖ *Age*: relatively low representation of older people as site users is a function of current demand; the school continues to welcome proposals for adult education/community activities,
- ❖ *Gender*: over-representation of boys is a function of parental choice (Haringey has a girls school but no boys school – hence gender is skewed in many schools); given low prior attainment
- ❖ *Ethnicity*: as shown above, no ethnic group is significantly underachieving at Fortismere, In respect of the slightly underachieving groups, the actual numbers of such students are very low, so it is not meaningful to generalise about reasons, which have multiple causation. The school, however, has good student tracking procedures, & is aware of & addressing the individual circumstances of weak progress for each individual concerned.
- ❖ *Religion or Belief*: no particular issues
- ❖ *Disability*: Blanche Neville is a specialist school for hearing impairment. See also 2a, above

## **Step 3 - Assessment of Impact**

### **3a. How will your proposal affect existing barriers?**

- ❖ Proposal will **reduce** barriers, by accelerating the already satisfactory or good achievement for most target groups, the slightly depressed achievement for identified groups, & improving community ease of access.

### **3b what specific actions are you proposing in order to respond to the existing barriers and imbalances identified in Step 2?**

- ❖ *Gender*: boys' achievement, thence attainment, will benefit from: improvements in teaching and learning provision (particularly additional rooming to support music and performances) improved independent study facilities (particularly improved facilities for booster sessions in new learning resource centre). Improvements to circulation space & SEN provision will benefit boys in terms of reducing opportunities for poor behaviour, which can otherwise detract from focus on learning, & lead to exclusion. Specific provision has been made for students with short or medium behavioural difficulties to have a more personalised curriculum that gets them back on track and avoid exclusions.
- ❖ *Ethnicity*: achievement, thence attainment, for all minority ethnic groups will benefit from measures described in Gender section, above

- ❖ *Disability.* In relation to Fortismere school, the new works are fully compliant with DDA, statutory legislation and DCFS Building Bulletins. Learner achievement, personal development & well being will benefit from: improvements to circulation space, and social space; larger, more purpose-fit, environmentally-controlled classrooms. Students with SEN will also have achievement, thence attainment, raised by measures described in the gender section, above & the additional spaces created will facilitate the school in continuing to provide more personalised support for the growing School Action cohort to meet their needs in a more appropriate way. The Blanche Neville students will benefit in particular from improved access to Fortismere's English, Music and ICT provision that is both fully DDA-compliant, and fully equipped to support the learning needs of hearing-impaired learners. Furthermore, improvements to the Blanche Neville ICT infrastructure will support their independent learning, and bring efficiencies to school leadership and management, which will benefit their overall learning and well-being
- ❖ Community users (particularly the elderly or less mobile) will benefit from: disabled toilets; more environmentally-controlled rooms
- ❖ The design allows for flexibility of spaces and rooms, should the school's needs change with time

**3c If there are barriers that cannot be removed, what groups will be most affected & what positive actions are you proposing in order to reduce the adverse impact on these groups?**

- ❖ The BSF project cannot in itself widen provision for community users, such as the under-represented older citizens. Revenue funding (which BSF cannot provide) to sustain this provision is the key challenge. This is being addressed through the newly appointed extended services team and some measures within the schools specialist community plan
- ❖ The marginal underachievement of identified ethnic groups (above) will be addressed by measures including: booster sessions in key subjects; additional training for staff on effective Assessment for Learning; closer working partnerships with parents/carers, in particular specific target groups; use of MEAP and BPAP programmes lead by teachers with specific responsibilities; use of progress tracking data, on a case-by-case basis, working with students, teachers, parents/carers on individualised strategies to accelerate progress
- ❖ Underachievement by SEN (School Action Plus/Statement) students will be addressed by the same measures identified in the previous paragraph.
- ❖ The BSF project is not intended to make all areas of Fortismere school suitable for intensive use by students with major hearing impairments; Blanche Neville buildings are properly equipped for this purpose. Nevertheless, these students will benefit from better specialist music and ICT provision, which, alongside the training (above), will support effective teaching

**Step 4 - Consult on the proposal**

**4a. Who have you consulted on your proposal and what were the main issues & concerns from the consultation?**

- ❖ The whole BSF project for this school has been driven by the major consultation point at the *beginning* of the project (2<sup>nd</sup> row of table, below), where governors (including representatives of community & parents) produced a School Vision document, detailing what they wished the project to comprise

- ❖ This document has driven the project, with governors & Partnership for Schools carefully monitoring the emerging design, to ensure the users' aspirations were met
- ❖ Any design proposal from architects or ICT consultants that was not in line with the vision document was challenged by the school &/or BSF team, unless it was an affordable *enhancement* to what consultees prioritised in their vision statement
- ❖ As the governors' vision drove the project, there were relatively few concerns raised by subsequent consultations, & those that were tended to be of a technical nature

Group /Body consulted	Focus of consultation	Frequency & timing of consultation	Concerns/ Issues raised by consultees	Overall message from consultees
Governing body (including parent, community representatives)	School's vision for improvements in provision funded by BSF	Governors & Head submitted detailed written proposals	Access to all parts of the school were made available to all students and members of the community	Governors made clear that their main goal was to raise achievement for all sections of school community
	Design Quality Indicator workshop attended by governors, staff and students	Reviewing priorities, & match of priorities to emerging design	Views fed into design process	The design for the project being reviewed appears to be largely meeting expectations in respect of its Functionality, bringing vastly improved facilities for the Music Department together with other Arts
	Initial design proposals (Stage B)	Briefing prior to Stage B signoff, then formal signoff of proposals	Various concerns over design detail.	Governors agreed proposals
	Stage C design proposals	As above	As above	Signed off proposals
	Stage D design proposals	As above	As above	Signed off proposals
	Final detailed proposals for works – "Employers Requirements"	Detailed information on all aspects of proposals provided	None	Governors agreed proposals
	Seeking confirmation that governing body was satisfied with the consultation process,	Prior to Final Business Case	None	Formal confirmation agreed from governing body,



	and that the design is in line with the governors views expressed in their vision document (see above)			that they are satisfied with process and outcome
Headteacher(s)	Headteacher involved at all stages in governing body consultation process – see above			
	Detailed consultation throughout all stages described in governing body section	Meetings with project officers, architects, ICT consultants, FF&E consultants, plus regular telephone & email discussion	Wide range of issues covered during duration of project, all resolved	Head happy with process and outcome. Head has approved Employers Requirements
	Specific consultation with the headteacher of Blanch Neville with regard to provision of hearing impaired facilities on the main Fortismere school site.	Meeting at design stage prior to issue of Council Requirements.	Facilities for hearing impaired students needs to be provided within other faculties other than only new build.	Design work should be completed to enhance English and ICT classrooms to make suitable for Blanche Neville pupils.
Staff	Consultation on detail of: room adjacencies; room layouts; ICT specifications; FF&E	Programme of workshops & group/individual meetings' participation in DQI workshop.	Wide range of issues covered; concerns all resolved	
	Car parking provision where new landscaping is provided	Meeting at design stage C/D prior to issue of Council Requirements.	Adequate provision of visitor and disabled car parking spaces close to main entrance.	Further consultation is required with regard to agreeing the final landscaping solution however, disabled car parking spaces will be provided.
Students	Consultation on range of aspects of project	Input into governors' vision document; in-house discussion throughout process; DQI workshops; drop-in surgeries with architects	Wide range of issues covered, & student views fed into design process	
Parents	As above	Involvement through: input into governors'	Wide range of issues	

		vision document via parent governors; parent governor representation throughout process; drop-in sessions with architects.	covered. All significant concerns addressed, but parents aware that not all aspirations were deliverable, given limited budget	
Community Users & general public	As above	User involvement: consultation on input into vision document; discussions with WAES, & user groups, talking to school business manager, & fed into design process; drop-in sessions with architects. Planning consultation process via standard procedures	As above & logistical concerns regarding the impact of the actual works on the local community – ongoing consultation to address this	

**4b. How in your proposal, have you responded to these issues & concerns?**

- ❖ There has been an intensive consultation process, over several years, with detailed records kept of all changes to design, all of which have been subject to scrutiny by Partnerships for Schools, the BSF board (with elected members represented), and the governing body
- ❖ At all design stages and major decision-making points, there has been formal consultation
- ❖ During the consultation process the environmental conditions with the extensive use of ICT was a key concern of the school. Throughout the design stage these have been discussed and resolved. Although these were included within the original brief the project team has spent additional time looking at the health and well being of the user groups to improve ventilation, acoustics and lighting within the building.
- ❖ It is impractical to summarise the vast numbers of ongoing modifications to the design over the past 3 years, but the key issues raised & resolved are as below
- ❖ Responses to community user needs: The new music block is accessible externally to enable community users to use out of hours. The new music block has access for disabled users and includes Disabled facilities close by in the adjacent building, accessed via a new covered walkway. The new build block also provides an ICT enriched environment for the community to use but also for the school to utilise as their performance areas.
- ❖ Actions in response to concerns from governors, students & others on student user needs: The new build block provides will provide students with a state of the art learning environment. The new build element of the scheme also provides access to above ground floor for three of the existing teaching blocks which will allow for increased access to both students and teachers around the school. This improved circulation will also reduce the time spent by students changing between their lessons.

- ❖ An improved environment more suitable for hearing impaired students will be provided in English and ICT classrooms on the main site.
- ❖ A landscaped solution will be agreed with the school and planning which will include provision for disabled parking

**4c. How have you informed the public & the people you consulted about the results of the consultation, and what actions are you proposing in order to address the concerns raised?**

- ❖ Feedback provided to major constituencies through: Project Manager written & oral feedback to Headteacher; written & oral reports to governors by Head &/or Project Manager; school newsletter feedback to parents, students, community users; drop-in sessions; additional feedback to students via school assemblies, Transformation Manager has given updates to staff, parents and students at Parent's Evenings, PSA meetings, Academic Review days and assemblies

### Step 5 - Addressing Training

**Do you envisage the need to train staff or raise awareness of the issue arising from any aspects of your proposal, and as a result of the impact assessment, and if so, what plans have you made?**

- ❖ Fortismere is a school now judged 'Good' by the national regulating body (OfSTED). Blanche Neville is also an effective school.
- ❖ Part of the requirements for a Good school are that it has good self-review systems, and is actively training its staff to improve quality & equality. The issues identified in this impact assessment draw heavily from the school's self-review, & there is clear evidence (verified by the School Improvement Partner) that the issues identified in this EIA are on the school's training agenda. These include training on: assessment for learning ; curricular target-setting & progress tracking of student performance; effective use of ICT, provision for students without access to home facilities; teaching bilingual learners; strategies to raise achievement of target groups; individual performance management plans, containing customised CPD/training plans. Equalities dimensions, as required by the national OfSTED framework, are embedded in all training programmes, to ensure the performance of all groups of learners are promoted.

### Step 6 - Monitoring Arrangements

**What arrangements do you have or will be put in place to monitor, report, publicise & disseminate information on how your proposal is working, and whether or not it is producing the intended equalities outcomes?**

**(Who will be responsible for monitoring? What indicators & targets will be used? Are there monitoring procedures already in place which will generate this information?**

**Where will this information be reported & how often?)**

The following monitoring arrangements are in place in respect of equalities issues in respect of provision & outcomes for all EIA target groups, & provision for user groups :

- ❖ Annual:
  - school outcomes & provision reviewed by school, logged in school Self-Evaluation framework (SEF), then scrutinised by School Improvement Partner (SIP); outcomes reported to governing body & LA SIP coordinator, feeding into CYPS review
  - review of outcomes by Haringey School Improvement officers, & intervention if significant negative trends identified
- ❖ Every 2-3 years: OfSTED inspection reviews & judges quality of all aspects of school, including equalities issues; outcomes published nationally
- ❖ Annual review of Specialist Schools Plan targets with particular reference to community outcomes
- ❖ One year after BSF works completion: review of impact by independent DQI assessor; outcome fed to BSF Board, which has elected member representation
- ❖ The implementation of the School's Equality Scheme (SES) will allow the school to monitor issues in relation to race, gender, age, disability, religion and sexual orientation. The SES will also identify the key Equality Impact Assessments that the school proposes to undertake and will link in with the key issues raised in the BSF programme.

Step 7 - Summarise impacts identified

In the table below, summarise for each diversity strand the impacts you have identified in your assessment

Age	Disability	Ethnicity	Gender	Religion or Belief	Sexual Orientation
This proposal will have <b>NO</b> adverse impacts on any of groups identified					
Improved community access will offer opportunity for wider range of community users	Improved SEN student achievement, through: - Improved access to in school & anytime, anywhere ICT Improved teaching & learning facilities, including hearing impairment provision in Fortismere school for Blanche Neville students	- Improved achievement for under-achieving ethnic groups, through improved ICT, teaching & learning facilities, reduced exclusion risk (see previous column) & means other than BSF (see detail in document) - Improved achievement by all minority ethnic groups (most achieving well), by virtue of most students being from these groups, therefore benefiting from project	Boys (see references to underachievement in body of document) will benefit from improvements in teaching & learning facilities, BESD provision, ICT, & private study facilities	- All students will benefit from this project	- Whilst sexual orientation is not logged by schools, students of all orientations will benefit from the project

**Step 8 - Summarise the actions to be implemented**

Please list below any recommendations for action that you plan to take as a result of this impact assessment.

Issue	Action required	Lead person	Timescale	Resource implications
<p>The guidance note says that "Summarise the actions that are recommended against each of the risks/potential adverse effects on each of the groups covered in the assessment. This should be used to develop an action plan to implement the improvements needed to address the adverse effects that have been identified".</p> <p>As Step 8, &amp; the main body of this document demonstrates in detail, the project creates <b>no</b> adverse effects</p>				
Improved disabled access/facilities to the school	Disabled access to new areas and allowing school to reorganise facilities	School/PM	12 months	School to review
Encourage Community users	Create out of hours facilities (i.e. new music block ) and improve external social spaces for community use	School \ PM	12 months	School to review
	Enhance provision for	School \ PM	12 months	School to review



**Step 9: Publication and sign off**

*There is a legal duty to publish the results of impact assessments. The reason is not simply to comply with the law but also to make the whole process and its outcome transparent and have a wider community ownership. You should summarise the results of the assessment and intended actions and publish them. You should consider in what formats you will publish in order to ensure that you reach all sections of the community.*

*When and where do you intend to publish the results of your assessment, and in what formats?*

The results of the assessment intend to be published on the Haringey website, under the Building Schools for Future.

**Assessed by (Author of the proposal):**

Name: Simon Briddon

Designation: Project Manager


Signature: 

Date: 19<sup>th</sup> August 2009

**Quality checked by (Equality Team):**

Name: Arleen Brown

Designation: Senior Equality Officer

Signature:  (Christine Joseph (equality and diversity officer)).

Date: 25<sup>th</sup> August 2009

**Sign off by Directorate Management Team:**

Name: IAN BILLET

Designation: Deputy Director (RSD)

Signature: 

Date: 27.8.09.



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Haringey Council

Agenda item:

**[No.]****Cabinet Procurement Committee Meeting****On 15<sup>th</sup> September 2009**

Report Title. Novation of Contract with AE Burgess Trading as Cavendish Cars for the provision of Passenger Transport Services

Report of **The Director of the Children and Young People's Service**

Signed : 

Contact Officer : John Belt, Transport Operations Manager

Wards(s) affected: **All**

Report for: **Key Decision**

**1. Purpose of the report**

- 1.1. For Cabinet Procurement Committee to grant approval to implement a Novation of contract, which transfers legal obligations from A E. Burgess trading as Cavendish Cars to Lyncade Ltd trading as Cavendish Cars.

**2. Introduction by Cabinet Member**

- 2.1. I am happy to support the recommendations in this report. The service is an important one and we have been happy with the suppliers. My understanding is that the staff remain the same and the change is primarily with the name and legal status of the company.

**3. State links with Council Plan Priorities and actions and /or other Strategies:**

This Novation is pertinent to the C&YPS Business Plan.

**Objective:** Developing and maintaining major traded services, including catering and transport.

**Key Actions:** Developing long-term procurement strategy for transport.

**Measures and Milestones: Strategy developed**

Framework agreement in place until March 2011

#### **4. Recommendation**

- 4.1. For Members to grant approval to implement a novation of contract, which transfers legal obligations from A E. Burgess trading as Cavendish Cars to Lyncade Ltd trading as Cavendish Cars.

#### **5. Reasons for recommendation**

- 5.1. Cavendish Cars have been trading since 1970 as a sole trader, AE Burgess is reorganising itself into a new company to be called Lyncade Ltd though it will still trade as Cavendish Cars. Legal Services advice states that the changeover from one legal entity to another involves a transfer of the contract from one company to another. This requires the Council to undertake a novation of contract which will transfer the legal obligations under the current contract to the new company. The total contract value calculated at award of contract is £400,000.
- 5.2. A novation of contract will provide continuity of service to a vulnerable Children and young people.

#### **6. Other options considered**

- 6.1. Consideration was given as to whether a novation to the contract with AE Burgess trading as Cavendish Cars would cause unfairness to organisations who bid at the time the tender was awarded and if a new tender process needed to be undertaken. The new company is substantially the same, the Directors of the new company have been employees of Cavendish Cars for the past ten years. Also, the personnel and other resources involved in provision of the Haringey contract remain the same. Therefore, a change in the legal business entity providing the contract raises no risk of unfairness to other parties.

#### **7. Summary**

- 7.1. Cavendish Cars are currently one of the seven contractors on a framework for providing Haringey Council Passenger Transport services. As part of an EU Tender process the Council awarded a contract to Cavendish Cars in March 2007, for a period of 4 years.

7.2. Cavendish Cars are providing a good service, which is monitored regularly. Since the award of this contract to Cavendish Cars (A E Burgess) the Passenger Transport Service has not had cause to issue either a Warning Letter or Default notice to the Contractor for under performance against the Framework Agreement. It is considered therefore that they are a responsible Contractor who works hand in hand with the Council.

7.3. This contract was procured under an EU tender, thus consideration was required whether a new procurement / tender is required. In regards to the objectives of the EU rules, the business entity providing the contract remains the same the personnel and other resources involved in provision of the contract remain substantially the same despite a change in the legal form of the entity providing the contract, thus there is no risk of unfairness to other parties who bid for the contract when it was being awarded.

7.4. There is no change in the scope of the contract and no change in the Council's requirements.

7.5. The total contract value calculated at award of contract is £400,000.

#### **8. Chief Financial Officer Comments**

8.1. The Chief Financial Officer has been consulted on this report and has no additional comments to make.

#### **9. Head of Legal Services Comments**

9.1. Children's Services Directorate wishes to novate a contract from A E Burgess trading as Cavendish Cars to Lyncade Limited (which will still trade as Cavendish Cars).

9.2. The services are being provided under a Framework Agreement for Passenger Transport Services which was tendered in the EU in accordance with the Public Contracts Regulations 2006,

9.3. Children's Services Directorate has confirmed that the ownership of the company will not change significantly under the proposed transfer of business to the new company (see para 6 of this report).

9.4. Under CSO 14.01 a novation may be approved by the appropriate officer or Procurement Committee, depending upon the value of the contract at the time of award.

9.5. As the value of the Passenger Transport contract at the time of award was over £250,000, it falls to the Procurement Committee to approve the novation under CSO11.03.

9.6. The Head of Legal Services confirms that there are no legal reasons preventing Members from approving the novation of the contract.

**10. Head of Procurement Comments**

- 10.1. This novation of contract still represents Value for money to the council as it was originally let under a competitive EU procurement process.
- 10.2. Contract management of this company is in place and will continue to ensure contract compliance.
- 10.3. This novation of Contract is in line with the Procurement Code of Practise

**11. Equalities & Community Cohesion Comments**

- 11.1 Equalities implications were incorporated in the tender process and the monitoring of contract performance.

**12. Consultation**

- 12.1. Consultation undertaken with relevant internal Council departments

**13. Service Financial Comments**

- 13.1. The total contract value calculated at award of contract is £400,000.  
  
There are no known financial implications.

**14. Use of appendices /Tables and photographs**

- 14.1.

**15. Local Government (Access to Information) Act 1985**

- 15.1.[List background documents]
- 15.2.[Also list reasons for exemption or confidentiality (if applicable)]