



Essex Police, Fire and Crime Commissioner Fire and Rescue Authority

Decision Report

Report reference number: 046-22

Government security classification Not protectively marked

Title of report: Grounds Maintenance Provision

Area of county / stakeholders affected: Service wide

Report by: Sarah Smith (Category Procurement Manager)

Date of report: 02/02/2023

Enquiries to: Neil Cross (Chief Financial Officer)

1. Purpose of the report

The purpose of this report is to seek approval of a new Grounds Maintenance Contract.

2. Recommendations

It is recommended that the Commissioner approves the award of a new contract for the delivery of Grounds Maintenance services to Mark Walker Grounds Maintenance Ltd under the 7 Forces Agreement (reference no: 7F-2020-0023) in line with the contract payment schedule contained in section 8 (Financial Implications) of this decision report.

The proposed contract will be for an initial period of 34 months, with the option to extend by a further 36 months. The Authority will access the Agreement by way of a variation notice for the purpose of enabling contract-specific amendments to be made to the specification and contract terms.

Contract award under the 7 Forces Agreement will result in the amalgamation of the current four (4) separate service delivery arrangements to a single appointed supplier who shall be responsible for the delivery of grounds maintenance services across the estate. [REDACTED]

[REDACTED] If the Authority chooses to take the optional extensions of 36 months, the total estimated contract value would be £643,060.36 (please see Section 8 for a full breakdown and the estimated CPI increases for these calculations).

3. Benefits of the proposal

It is anticipated that process savings can be achieved as a result of amalgamating the current aggregated service provision and appointing a single supplier. The time and resources which are currently allocated in contract and performance management will be significantly reduced and supplier management will become more streamlined, leading to more effective and efficient service delivery.

Procurement costs are also reduced by joining the 7 Forces contract, and collaboration with our partners achieved.

4. Background and proposal

Currently, grounds maintenance services are delivered by four (4) different suppliers as follows:

- a. Mitie Landscapes Ltd;
- b. Pinnacle Group Ltd;
- c. Contour Landscapes Ltd; and
- d. C R Swift Landscaping Ltd

Current indicative annual contract costs are as follows:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

Current arrangements were recently reviewed and a benchmarking analysis was undertaken with the view of ascertaining the optimum route to market. The results of the benchmarking analysis can be found attached this decision report.

It is therefore proposed that the Authority confirms its approval to proceed with contract award to Mark Walker Grounds Maintenance Ltd in line with the provisions contained within the 7F Grounds Maintenance Agreement.

5. Alternative options considered and rejected

[REDACTED]

- [REDACTED]
- [REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

6. Strategic priorities

The Authority's key priorities, as described within the Fire and Rescue Plan, have been considered in relation to the new contractual arrangements and it has been determined that the proposal satisfactorily addresses the following two (2) priorities:

- a. Make best use of our resources – through the amalgamation of current arrangements which will result in the more efficient and effective use of internal contract management resources, and
- b. Collaborate with our partners – by way of awarding the new contract under the 7 Forces collaboration.

7. Operational implications

Due to the nature of the service provision, there will be no operational implications arising as a result of delivering the new contract and as such no consultation or any such form of engagement was considered relevant or necessary.

8. Financial implications

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] ■ [REDACTED] ■ [REDACTED]
■ [REDACTED] ■ [REDACTED] ■ [REDACTED]
■ [REDACTED] ■ [REDACTED] ■ [REDACTED]

[REDACTED] ■ [REDACTED] ■ [REDACTED]
[REDACTED]

[REDACTED]

■ [REDACTED] ■ [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

9. Legal implications

Incumbent service providers were contacted for the purpose of establishing whether TUPE Regulations would be applicable to the new contract. All four (4) incumbent service providers confirmed that TUPE does not apply. As such, no legal implications were identified in relation to the procurement and award of the new contract.

10. Staffing implications

No internal or external staffing implications have been identified. The new service provider will be fully responsible for employing and managing contract-related resources. Internally, the contract management responsibility will remain with the Facilities Manager, as per current practice.

11. Equality and Diversity implications

7F Procurement (acting as the Lead Contracting Authority) considered whether individuals with protected characteristics will be disadvantaged as a consequence of the actions being taken. Due regard has also been given to whether there is impact on each of the following protected groups as defined within the Equality Act 2010:

Race	No	Religion or belief	No
Sex	No	Gender reassignment	No
Age	No	Pregnancy & maternity	No
Disability	No	Marriage and Civil Partnership	No
Sexual orientation	No		

No impact on any one of the aforementioned groups was identified.

The Core Code of Ethics Fire Standard has also been fully considered and incorporated into the proposals outlined in this paper.

12. Risks

[REDACTED]

No strategic, operational, service delivery or resourcing risks have been identified in relation to the new contractual arrangements. Any risks relating to higher contract pricing as a result of unanticipated CPI inflationary increases cannot be reasonably mitigated as these are not within the Authority's control. Nonetheless, robust contract management processes will be put in place for the purpose of ensuring that the new service provider complies with the Authority's quality standards at all times and that the specification of services that is expected to be delivered against the agreed pricing model is adhered to.

13. Governance Boards

On the basis that the new contract is the product of a 'business as usual' re-tendering of current grounds maintenance arrangements, no governance boards were involved in the decision-making process. The process of re-tendering the service provision was undertaken in line with internal procurement policy and prevailing procurement legislation.

14. Background papers

The following documents can be found attached to this paper:

- a. The benchmarking analysis undertaken for the purpose of testing market pricing, and
- b. The Variation Notice enabling the Authority to 'call-off' from the 7F Agreement. It is noted that the Variation Notice has been signed by 7F and the service provider; a counter-signature is now required by the Authority in order to formalise contractual arrangements.

Decision Process (#)

Step 1A - Chief Fire Officer Comments

(The Chief Fire Officer is asked in their capacity as the Head of Paid Service to comment on the proposal.)

.....I support the recommendation.....

.....



Sign:

Date:.....07/02/2023.....

Step 1B – Consultation with representative bodies

(The Chief Fire Officer is to set out the consultation that has been undertaken with the representative bodies)

No consultation with representative bodies was undertaken prior to concluding contractual arrangements on the basis that the subject-matter of the contract does not give rise to any circumstances that would give rise to a requirement to consult internally or externally.

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Step 2 - Statutory Officer Review

The report will be reviewed by the Essex Police, Fire and Crime Commissioner Fire and Rescue Authority's ("the Commissioner's") Monitoring Officer and Chief Finance Officer prior to review and sign off by the Commissioner or their Deputy.

Monitoring Officer

Sign:



Print: P. Brent-Isherwood

Date: 21/07/2023

Chief Finance Officer

Sign:



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Print:Neil Cross.....

Date: ...03/02/2023.....

Step 3 – Publication

Is the report for publication? **YES/~~NO~~**

If 'NO', please give reasons for non-publication (Where relevant, cite the security classification of the document(s). State 'none' if applicable)

Subject to redaction, as detailed below

If the report is not for publication, the Monitoring Officer will decide if and how the public can be informed of the decision.

Step 4 – Redaction

If the report is for publication, is redaction required:

- 1 Of Decision Sheet **YES/~~NO~~**
- 2 Of Appendix **YES/~~NO~~**

If 'YES', please provide details of required redaction:

The financials in Section 2 (Recommendations), Section 5 (Alternative Options Considered and Rejected), breakdown of financials in Section 4, Section 8 (breakdown of financials). First paragraph of Section 12 to be redacted, as well as the Benchmarking Analysis appendix as a Background Paper as these contain commercially sensitive information. The Contract Variation should also not be published due to containing commercially sensitive information.

Date redaction carried out: 20/09/2023

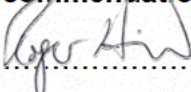
If redaction is required, the Chief Finance Officer or the Monitoring Officer are to sign off that redaction has been completed.

Sign:  Print: Neil Cross

Date signed: 20/09/2023

Step 5 - Decision by the Police, Fire and Crime Commissioner or Deputy Police, Fire and Crime Commissioner

I agree the recommendations to this report:

Sign:  (PFCC)
Print: Roger Hirst Date signed: 25/07/2023