



LONDON FIRE BRIGADE

Decision title

Contract Extension Request Emergency Fire Crew Capability Services

Recommendation by
Assistant Director, Technical and Commercial

Decision Number
LFC-0363-D

Protective marking: **NOT PROTECTIVELY MARKED**

Publication status: Published in full

Summary

Report LFC – 0363 seeks approval for a 36-month extension to the current Emergency Fire Crew Capability Service contract with Securitas Security Services (UK) Ltd to be implemented following the initial contract expiry date of 12 November 2020.

Decision

The London Fire Commissioner decides that the Assistant Director Technical and Commercial be authorised to extend the current contract with Securitas (UK) Limited for the provision of Emergency Fire Crew Capability Services for a period of not more than 36 months at a total value of not more than £13,993,000.

Andy Roe
London Fire Commissioner

This decision was remotely
Date signed on Monday 21 September 2020

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LONDON FIRE BRIGADE

Report title

Contract Extension Request Emergency Fire Crew Capability Services

Report to	Date
Corporate Services DB	12 May 2020
Operational Delivery and Assurance Board	21 May 2020
Commissioner's Board	3 June 2020
Fire and Resilience Board	16 June 2020

Report by	Report number
Assistant Director Technical and Commercial	LFC-0363

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Purpose

This reports seeks approval for a 36 month extension to the current Emergency Fire Crew Capability Service contract with Securitas Security Services (UK) Ltd to be implemented following the initial contract expiry date of 12 November 2020.

Recommendation;

That the London Fire Commissioner decides that the Assistant Director Technical and Commercial be authorised to extend the current contract with Securitas (UK) Limited for the provision of Emergency Fire Crew Capability Services for a period of not more than 36 months at a total value of not more than £13,993,000.

Contract Summary

The London Fire and Emergency Planning Authority made the decision on 2 October 2014 (report FEP 2321, Appendix 1) to award the contract to Securitas Security Services (UK) Ltd. The contract is for an initial term of six years and commenced on the 13 November 2014. The contract also includes, an optional further extension to the term of three years if notice is given 3 months prior to expiry. Therefore, the initial expiry date is 12 November 2020, prior to enacting any further period of extension and with the last date to notify the supplier of the intention to extend being 11 August 2020. Extending the contract would see it terminate on 12 November 2023. The annual spend under this contract is approximately £4.4m (2019/20).

Scope of the contract

1. The Commissioner requires the provision of an Emergency Fire Crew Capability (EFCC) sufficient to maintain the availability of up to twenty-seven Appliances within 35 days of notification.

2. The EFCC provision must be capable of being deployed for continuous or discontinuous use, either consecutively or simultaneously whenever required by the Commissioner. EFCC must be available for deployment on a 24 hours a day 7 days a week basis. The Contractor shall respond to an order from the Commissioner to mobilise the EFCC at any time of the day or night and on any day of the year.
3. The contract is split into two circumstances:
 - 3.1. the 'Steady State' which is the period when the contract is available for use, but where the Commissioner has not requested mobilisation of the EFCC,
 - 3.2. the 'Operational State' which is the period when the contract is available for use and where the Commissioner has requested deployment of the EFCC inclusive of periods when the EFCC are or are not on attendance.
4. There are three stages of activity within the Operational State:
 - Stage one is mobilising which requires the Contractor to carry out all functions to ensure successful deployment and attendance.
 - Stage two, post receipt of the Attendance Request Form (ARF), is mustering which includes the delivery of the required number of EFCC to the muster location, familiarisation and the movement of EFCC from the muster location to the attendance location by the time required and their availability to attend incidents. During the mustering the Contractor must work without the Commissioner's assistance to mobilise, familiarise, kit and prepare and deliver the service personnel to the attendance location.
 - Stage three is attendance which includes the availability and delivery of EFCC from designated locations and stations to the scene of an incident.
5. Any PPE required for the use of the service personnel in order to deliver the EFCC effectively shall be provided by the Contractor.
6. The EFCC will be deployed either as part of the contingency arrangements which may either fill gaps in the Commissioner's normal staffing structures or substitute for normal staffing structures where staff are completely absent.
7. The service personnel will be required to provide both offensive and defensive fire fighting capabilities.
8. To date there has been one contract variation which provides a Deed of Guarantee made on 30 July 2015 with Securitas AB. Securitas Security Services (UK) Limited is a subsidiary of Securitas AB who is acting as the guarantor. The Guarantor will indemnify the Commissioner against all losses, damages, claims or costs and expenses if the Contractor fails to perform its obligations, with a liability limit being set at £150million under the Agreement.

Contract Procurement Process

9. The original procurement in 2014 used the Open Procedure and was undertaken in compliance with the Public Contract Regulations 2011 (which were current at the time). This means the requirement was advertised to suppliers across Europe, however only one bid was received.

Business Justification To Extend

10. Given the importance, size and complexity of this particular requirement a more complex procurement process is required to deliver best value for money. The original timeline for re-procurement also coincided with Phase 1 of the Grenfell Tower enquiry and subsequently the HMICFRS review of the Brigade

and as such it was decided that both of these activities quite correctly should take precedence over the procurement exercise and that any contract extension available should therefore be considered.

11. The future procurement process will take 24 months to complete (ending November 2022). This includes exploring collaboration options by seeking input from cross functional internal and external stakeholders. Negotiation and development of the contract and the governance reporting for the authority to award the contract. Implementation will take 12 months to complete (ending November 2023).
12. It should be acknowledged that the market for this particular type of service has matured recently with several suppliers now building the capacity and skillsets to allow for competition through a tender process. This competition has not been available in the past which has led to a single supplier situation and subsequent contract award. Officers have held discussions with three (3) additional suppliers, all of whom have suggested that they would participate in a future procurement. The utilisation of the full 36 month extension period would help these suppliers mature their offerings further.
13. Due to the possibility that a new contractor could win the contract, up to 12 months may be required as an implementation phase to resolve issues relating to the Transfer of Undertakings (Protection of Employment) Regulations (TUPE), train the new supplier's personnel, and proof of testing of the service to ensure it meets the required high standards before the commencement of a new contract.
14. Again, the full extension of 36 months will provide officers with as much time as is available to fully understand any changes in our requirements/service needs. For instance, the current specification suggests this arrangement could be used in a Pandemic situation. This has not been deemed a necessary solution during the current COVID experience as the absence rate has been low and emergency crew capability has not been required. Officers will also have time to undertake the market research, discuss with other FRSs and set out a procurement and implementation timetable that will offer us the correct long term sustainable solution to this requirement.
15. If the re-procurement and or implementation was delivered sooner than anticipated there are provisions to terminate the agreement for any reason whatsoever. A written notice is required to be provided to the contractor six months before the termination date. On termination of the agreement (however caused) LFB will not be liable to the Contractor for any loss of profit, loss of contract or any other losses and/or expenses of whatsoever nature arising out of or in connection with such termination.
16. If the extension is not approved then there will be the following potential consequences:
 - There is insufficient time to effectively run a procurement, comply with governance requirements and implement a new contract prior to 12 November 2020.
 - Any rushed procurement process would need to rely on the same specification used in 2014. This would effectively remove significant opportunities to improve the contract.
 - We would be unable to award the contract and implement a new supplier as there is not enough time for the required delegated authority to be granted through the governance process and leave little time to no time for specification revision, engaging with stakeholders and the market which is where the real value could be achieved.
 - There would be a time pressure on the procurement process which would increase the risk of a challenge from tenderers due to insufficient time to complete complex tender responses. Pressure on suppliers to submit their tender within the shortest possible time increases the risk of not receiving high quality tender submissions.

Performance of the Contract

17. At the start of the contract in November 2014 Securitas had three KPI failures in the first 12 weeks of the contract roll out.

18. From December 2014 to February 2015 Securitas incurred KPI failures by not having sufficient personnel available in between the 28 to 35 day period. There were also KPI failures to provide a required number of staff with set competences for Continuing Professional Development (CPD).
19. Since March 2015 to date, Securitas have met all of their KPI requirements with no failures.
20. Securitas have provided all of the training detailed in the contract to the required standards. LFB have recently completed an audit of the EFCC provisions at the Fire Service College confirming this.
21. In summary, Securitas are fulfilling the contractual requirements for the back office provisions and fire fighting training. The audit evaluation team were satisfied that the key requirements were being delivered to an acceptable standard.

Responsible Procurement Considerations

22. Securitas are currently providing the requested responsible procurement information on a monthly and quarterly basis. This includes but not limited to:
 - Small and medium enterprise supplier spend information each quarter,
 - Ethnicity information on a month by month basis,
 - Gender ratios allocated to the contract on a monthly basis.

Cost to Extend

23. The cost of extending the contract will predominately be made up of the steady state service charge agreed in the contract. There are also costs indirectly associated with the contract such the equipment and vehicle costs paid to Babcock Critical Services Ltd for use of equipment and vehicles; there is also the internal time and resource required to run the contract which is difficult to quantify.
24. Total costs would be estimated at £13,993k for a three year extension, a break down is provided below:

24.1. Steady state costs (i.e. service charge):

Year	AWE	AWE annual increase	Total Staff Costs including AWE (48.50% of total costs)	RPI	RPI Annual increase	Total Non-Staff costs including RPI (51.50% of total costs)	Total Annual increase	Year Total
18/19 (Year 5)			£2,048k			£2,198k		£4,247k
19/20 (Year 6)	2.50%	£51k	£2,099k	3.70%	£81k	£2,280k	£133K	£4,379k
20/21 (Year 7 – 1 st Year of Extension)	3.10%	£65k	£2,164k	3.10%	£71k	£2,325k	£136K	£4,515k
21/22 (Year 8 – 2nd Year of Extension)	3.10%	£67k	£2,232k	3.33%	£78k	£2,429k	£145K	£4,660k
22/23 (Year 9 – 3rd Year of Extension)	3.20%	£71k	£2,303k	3.53%	£86k	£2,514k	£157K	£4,817k

Please note these figures have been rounded to the nearest £1k.

- 24.2. The only contract increases are for Steady state costs. These are based on the Average Weekly Earnings (AWE) index and Retail Price Index (RPI) which are the price review mechanisms built into the contract. RPI is applied to non staff costs and AWE is applied to staff costs. The future years' AWE

and RPI percentage increases in the table above have been estimated by LFB Central Finance. The costs are split as follows:

- Steady State: 48.5% staff costs (AWE) and 51.5% non-staff costs (RPI)
- Deployment (Operational state): 65.5% staff costs (AWE) and 33.5% non-staff costs (RPI)

Risk Assessment

25. A risk assessment is attached to this report which finds that the extension of the Emergency Fire Crew Capability (EFCC) contract will continue to provide London Fire Brigade (LFB) with a reasonable level of cover for periods of reduced staffing, based on a reduced set of incidents to be attended. The Brigade believes that measures such as our industrial relations framework and the use of pre-arranged overtime to deal with staff shortages would prevent the need to activate these contingency plans. However, should the contract be stood up, it should be noted that it is not intended to provide a like for like service comparable to that which is provided in normal business. The risk assessment sets out the controls that exist alongside the contract to mitigate the impact of the level and type of cover provided. It also notes the extent to which the provision has been found to be sufficient and reasonable on the occasions when it has been in use. As a consequence, the contract provision is considered to be sufficient and reasonable, providing a level of service that is the best that is possible in the circumstances, taking account of availability of firefighters, cost and other resources.

Conclusion

26. The current contract allows for an extension up to a maximum of 36 months beyond the initial contract period. Hence, using this provision, there is sufficient time to accommodate any required review, market research, procurement and implementation of a new contract. The relationship with Securitas should be carefully preserved during the review. This is best achieved by involving Securitas in any pre procurement market engagement and market research undertaken. It also enables compliance and fairness to all potential future bidders. They should be given the opportunity to contribute to potential improvements, however it is important that any reviews do not include anti competitive practice.

Finance comments

27. This report recommends approval is given to extend the EFCC contract for a period of up to 36 months at a cost of up to £14.0m, including anticipated inflationary requirements. These figures represent a slight increase from current inflation assumptions by £12k in 2020/21, £23k in 2021/22 and £37k in 2022/23. Inflationary requirements will be reassessed as part of the budget process and updated as required for 2021/22 and 2022/23. Any variance to current anticipated inflationary increases in 2020/21 will be reported as part of the regular financial position reports.

28. It should also be noted that if the emergency provision of fire cover is required under the contract there would also be additional significant cost, with the LFB making extra payments to the contractor of £10.3m over the six year contract during periods of strike action.

Workforce comments

29. There is no specific workforce implications identified.

Legal comments

30. Under section 9 of the Policing and Crime Act 2017, the London Fire Commissioner (the "Commissioner") is established as a corporation sole with the Mayor appointing the occupant of that office.

31. Section 1 of the Fire and Rescue Services Act 2004 states that the Commissioner is the fire and rescue authority for Greater London.

32. When carrying out its functions, the Commissioner, as the fire and rescue authority for Greater London, is required to 'have regard to the Fire and Rescue National Framework for England ("Framework") prepared by the Secretary of State (Fire and Rescue Service Act 2004, section 21).
33. The Framework states that:
- "2.11 Fire and rescue authorities must have effective business continuity arrangements in place in accordance with their duties under the Civil Contingencies Act 2004. Within these arrangements, fire and rescue authorities must make every endeavour to meet the full range of service delivery risks and national resilience duties and commitments that they face. Business continuity plans should not be developed on the basis of armed forces assistance being available."
34. It is not a requirement to provide the same service under our business continuity arrangements as during 'normal' business. Though the Commissioner must consider the impacts a business continuity event (an 'event'), will have and do all it reasonably can to ameliorate the risks posed to our service by that event. The Commissioner is entitled to plan to provide for a reduced service, so long as the plan provides for the minimum safe service (i.e. 27 pumps), and provided that this level of service is the best that is reasonably possible in the circumstances, taking account of availability of firefighters, costs and other resources issues.
35. Appendix 2 to this report 'Emergency Fire Crew Capability Services Contract Extension Risk Assessment' sets out relevant factors for the Commissioner to take into account when reaching a decision. The Introduction to Appendix 2 also incorporates General Counsel's comments on the legal position.
36. Additionally, under section 327D of the GLA Act 1999, as amended by the Policing and Crime Act 2017, the Mayor may issue to the Commissioner specific or general directions as to the manner in which the holder of that office is to exercise his or her functions.
37. By direction dated 1 April 2018, the Mayor set out those matters, for which the Commissioner would require the prior approval of either the Mayor or the Deputy Mayor for Fire and Resilience (the "Deputy Mayor").
38. Paragraph (b) of Part 2 of the said direction requires the Commissioner to seek the prior approval of the Deputy Mayor before "[a] commitment to expenditure (capital or revenue) of £150,000 or above as identified in accordance with normal accounting practices...".
39. Based on the values set out in this report, the Deputy Mayor's approval is accordingly required for the London Fire Commissioner to extend this contract.

Sustainability implications

40. The EFCC contract includes a number of requirements in support of delivery of the Greater London Authority Group Responsible Procurement policy, in particular Securitas:
- has an ISO14001 certified Environmental Management System used to assure their environmental compliance and sustainability objectives across their business as well as minimise negative impacts;
 - reports quarterly on contract related spend with Small to Medium Enterprises, monthly on ethnicity of the workforce and gender ratios;
 - is currently compliant with the Modern Slavery Act, with the next update of their statement due post April.

Strategic Labour Needs and Training (SLNT) requirements were not included in the 2014 procurement process and subsequent contract. Securitas are subject to the Government apprenticeship levy. Going forward LFC will request reports on Securitas activity in this area and how it relates to our contract.

Equalities implications

41. The London Fire Commissioner and decision takers are required to have due regard to the Public Sector Equality Duty (s149 of the Equality Act 2010) when exercising our functions and taking decisions.

It is important to note that consideration of the Public Sector Equality Duty is not a one-off task. The duty must be fulfilled before taking a decision, at the time of taking a decision, and after the decision has been taken.

The protected characteristics are: Age, Disability, Gender reassignment, Pregnancy and maternity, Marriage and civil partnership (but only in respect of the requirements to have due regard to the need to eliminate discrimination), Race (ethnic or national origins, colour or nationality), Religion or belief (including lack of belief), Sex, and Sexual orientation.

The Public Sector Equality Duty requires us, in the exercise of all our functions (i.e. everything we do), to have due regard to the need to:

- (a) Eliminate discrimination, harassment and victimisation and other prohibited conduct.
- (b) Advance equality of opportunity between people who share a relevant protected characteristic and persons who do not share it.
- (c) Foster good relations between people who share a relevant protected characteristic and persons who do not share it.

Having due regard to the need to advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it involves having due regard, in particular, to the need to:

- (a) remove or minimise disadvantages suffered by persons who share a relevant protected characteristic where those disadvantages are connected to that characteristic;
- (b) take steps to meet the needs of persons who share a relevant protected characteristic that are different from the needs of persons who do not share it;
- (c) encourage persons who share a relevant protected characteristic to participate in public life or in any other activity in which participation by such persons is disproportionately low.

The steps involved in meeting the needs of disabled persons that are different from the needs of persons who are not disabled include, in particular, steps to take account of disabled persons' disabilities.

Having due regard to the need to foster good relations between persons who share a relevant protected characteristic and persons who do not share it involves having due regard, in particular, to the need to—

- (a) tackle prejudice, and
- (b) promote understanding.

Environment and Sustainability, Supplier Diversity and Equalities was assessed as part of the original tender in 2013 and their response included in the contract.

An Equality Impact Assessment (EIA) was undertaken on 21/02/20. The impact assessment identified potential adverse impacts and steps taken to mitigate these. A Contract Change Notification will be issued to

the supplier asking for agreement to sign up to the LFC – Equalities Protocol and further measures to ensure any supplier personnel who have learning disabilities are properly supported. Ongoing monthly monitoring reports on the make up of the supplier workforce include reporting on BAME and male/female. The supplier is encouraged to ensure their workforce is inclusive and diverse, this includes ensuring that PPE supplied is appropriately sized and women's PPE is taken into account

List of Appendices

Appendix	Title	Protective Marking
1.	For information - Business Continuity Arrangements: Contracted Emergency Fire Crew Capability Services	Not protectively marked - sensitive. To be published in full
2.	Emergency Fire Crew Capability Services Contract Extension Risk Assessment	



Report title

Business Continuity Arrangements: Contracted Emergency Fire Crew Capability Services

Meeting	Date
Resources Committee	18 September 2014
Authority	2 October 2014
Report by	Document Number
Commissioner	FEP 2321

Summary

The contract for the provision of Emergency Fire Crew Capability Services that the Authority held with Premier Fire Serve (formerly AssetCo London Limited) was terminated on 13 November 2012 at the same time as the contract for vehicles and equipment and the company was placed into administration. Consecutively, an interim contract came into effect with Securitas to cover the period until the original contract expired and a longer term solution could be put in place. This report sets out the results of the tender process undertaken to secure a new contract for this service.

Recommendations

That the Resources Committee recommends that the Authority agrees that:

1. The Head of Procurement, in consultation with the Head of Legal and Democratic Services, be authorised to award the contract to Securitas for the provision of Emergency Fire Crew Capability Services for a period of six years (with an option to extend for up to a further three years) commencing 13 November 2014 at an annual contract price of £3,950k (unindexed and excluding deployments) (plus one off payments of £199,836.36 in Year 1 and Year 4 for first aid re-certification) in accordance with the terms set out in this report and in the Part 2 report on today's agenda; and
2. A payment of £500,000 be made to Securitas in settlement of its deficit sustained in providing EFCC deployments during the interim EFCC contract, as set out in paragraphs 5, 35 and 36 of this report.

Background

1. As Members are aware and as explained in more detail in the Head of Legal and Democratic Services comments in paragraphs 48 to 50, Fire and Rescue Authorities (FRAs) have a duty under s.7 of the Fire and Rescue Services Act 2004 (FRSA 2004), in relation to firefighting, to "secure the provision of the personnel, services and equipment necessary efficiently to meet all normal requirements." A similar duty applies under s.8 in respect of road traffic accidents. These provisions mean that the Authority has to take reasonable steps to provide emergency cover. FRAs also have a duty under s.2 of the Civil Contingencies Act 2004 (CCA 2004) to plan for "emergencies" and to maintain plans for the purpose of ensuring, so far as is reasonably practicable, that if an emergency occurs it is still able to continue to perform its functions.
2. In 2009 (FEP1370), the Authority entered into a contract with AssetCo London Limited, who would become Premier FireServe Limited (PFS), for the provision of Emergency Fire Crew Capability Services (EFCC) to ensure that these duties could be met. That contract was terminated on 13 November 2012 at the same time the PFI contract for the provision of fleet and equipment was terminated and PFS was placed into administration. Prior to this, Securitas was the main sub-contractor to PFS, and had been supplying the required labour for the EFCC contract. This meant that Securitas was the only organisation available who could provide the requisite levels of resource at short notice to deliver the EFCC services. An interim contract was therefore awarded to Securitas for a period of 2 years which has allowed a longer term arrangement to be procured whilst maintaining the Authority's necessary contingency arrangements (FEP 2048X).
3. In 2009, AssetCo London Limited won the original contract with a substantially lower bid than its competitors. The annual charge of £1.8m was £3.2m lower than the second placed bidder in terms of price at that time. It was assumed that this was possible due to a combination of AssetCo London Limited's view that the market for EFCC would develop and the aggressive pricing strategy it had adopted to help secure an early position in that market by winning the London contract. However, AssetCo London Limited's pricing strategy proved to be unsustainable in the long term when the market failed to develop and was a contributory factor in the collapse of PFS in November 2012.
4. As was the case with the vehicles and equipment contract, it was essential that the Authority had an alternative arrangement in place for the provision of the EFCC services at the moment the original contract was terminated and PFS placed into administration. This was achieved by awarding an interim contract for EFCC to Securitas that was based upon the same level of service and price as that previously provided by PFS. This interim arrangement was permitted under the procurement rules as a result of the emergency nature of the situation. It therefore does not include any provision for any contract extension as it is expected that a formal procurement process will be completed as soon as possible.
5. From an operational perspective, Securitas has successfully delivered this contract and has deployed crews effectively on 46 occasions (up to 20 August 2014) during the 2 year interim contract period. However, Securitas' experience has also demonstrated that the aggressive pricing set by AssetCo London Ltd in 2009 does not reflect the actual costs incurred by the service provider. Securitas has therefore been delivering the service at a financial loss, for which it is seeking recompense as detailed below in paragraphs 35 and 36.
6. This report sets out the results of the competitive tendering process for the replacement contract. Only one bid was received, which was from Securitas. This report also sets out the ways in which other FRAs are seeking to meet their duty to plan for emergencies. These have

been considered by officers prior to reaching the recommendation in this report to award a new contract for this service.

7. The tender received from Securitas for this new contract addresses the pricing concerns raised from the original contract by setting out detailed costing for a commercially sustainable service based upon actual experience. However, since receiving Securitas' original bid in February 2014, officers have negotiated a range of price reductions which are outside of the scope of Securitas' current price concerns and which would not affect the viability of the service to be provided in the future. These reductions are detailed later in paragraphs 35 to 37 and have resulted in the annual contract price being reduced from Securitas' initial bid of £5,380k to £3,950k (plus one off payments of £199,836.36 in Year 1 and Year 4 for first aid re-certification). Securitas' bid is commercially and operationally sustainable for the period of the contract. It is more in line with the other (i.e. non AssetCo) bids originally received in the 2009 tender round, as referred to in paragraph 3 above, whilst at the same time now including cost efficiencies that do not undermine its viability.

The Procurement Process – Summary

8. An invitation for market consultation was published on 13 May 2013 to enable officers to seek advice and opinions from the marketplace prior to beginning the formal tender process.
9. Four companies responded to this invitation and two, Securitas and Scion Technical Services Ltd, attended question and answer sessions at the Authority's Headquarters on 29 and 31 May 2013 respectively. These sessions were used to discuss details of the Authority's requirements for an Emergency Fire Crew service including possible changes to the existing service. The potential opportunities for cost reduction through a change to the current contractual requirement for a 3 shift deployment system were also discussed.
10. Following the market consultation exercise, the contract for the provision of Emergency Fire Crew Capability Services was advertised in the Official Journal of the European Union (OJEU) in June 2013. The requirement was for a fully trained and suitably competent Emergency Fire Crew Capability Service capable of deploying up to 27 appliances with the provision of personal protective equipment (PPE) and offensive fire fighting where there is risk to life.
11. This requirement reflects the existing provision and is based upon the experience of deployments to date, which have established that the optimum level of service required to provide a contingency fire service for London should remain at 27 EFCC staffed fire appliances strategically sited across the London area during periods of deployments. The operation and provision of services from 27 appliances represents approximately 17% of the Authority's normal operational resources.
12. The contract period has been set at 6 years. This reflects concerns about the market for this service and the potential (now realised) for a lack of competition. It is considered that 6 years is a reasonable time if the market is to re-develop and if new entrants are to appear. However, the contract does include the right for the Authority to extend the duration of the contract for a further period of up to 3 years if so required. Any shorter period than the 6 year duration runs the risk of the Authority being in a continuous re-procurement loop with one supplier and a worsening negotiating position. The 6 year contract period also allows time to see if it is possible to develop either a full or partial in house solution noting that this is dependent upon negotiations with the trades unions. The contract includes formal contract change provisions which will allow the Authority to alter the level of service required should a partial in house alternative become

available within the contract period. This option is explained in detail later in paragraphs 44 and 45.

13. The EFCC contract continues to be split into two states: 'Steady State' and 'Operational State' (also known as 'Deployment'). Steady State costs are incurred throughout the life of the contract, and are used to pay for the ongoing training of EFCC personnel to ensure that the contractor is able to provide sufficient personnel to carry out the services when a Deployment is required. Operational State costs refer to those costs that are incurred during a Deployment including wages, accommodation and travel.
14. The following two companies responded to the advertisement and were invited to tender:
 - a. Securitas Security Services Limited
 - b. Falck Danmark A/S
15. Immediately prior to the closing date for receipt of tender responses, Falck Danmark A/S notified officers that it was withdrawing from the tender process, citing its determination to focus attention more towards corporate fire fighting activities than providing an Emergency Fire Crew capability. At the same time Securitas raised concerns about continuing with its bid due to the inadequate pricing in the interim contract and the losses it was incurring during deployments. The tender stage of the procurement was therefore extended for a period of 10 weeks to allow Securitas to consider its position. As a result of this extension, Securitas decided to continue with its response to the new tender requirement and this was the only bid received.
16. The tender from Securitas was evaluated on the basis of the criteria published in the tender document which was the most economically advantageous tender (MEAT) in terms of price (40%) and technical ability (quality) to provide the services (60%) using the model set out in Tables 1 and 2 below.

Table 1: Quality Evaluation Criteria for Contract Award

	Quality Criteria – EFCC (60%)	Weighting
1	Contract Management	10%
2	Operational Risk & Service Continuity Planning	15%
3	Resource Planning & Service Personnel	20%
4	Equipment and Licences	10%
5	Training	15%
6	Authority's Additional Requirements	20%
7	Environment, Sustainability, supplier diversity and equalities	5%
8	Health and Safety	5%
	TOTAL	100%

Table 2: Price Evaluation Criteria for Contract Award

	Price Criteria (40%)	Weighting
A	Steady State:	60%
1a	Set Up & Standby costs over 6 years (excluding indexation) – One off fee	30%
1b	Set Up & Standby costs over 6 years (excluding indexation) – Annualised Fee	30%
B	Operational State	40%
2a	Mobilisation Fixed Fees	10%
2b	Mobilisation Variable Fees	10%
3a	Attendance Fixed Cost	10%
3b	Attendance Day Rate per EFCC	7%
3c	Attendance Half Day Rate per EFCC	1%
3d	Attendance Bank Holiday Rate per EFCC	1%
3e	Attendance Overtime Rate per EFCC	1%
	TOTAL	100%

1a is the set-up fee of the contract payable in year one plus the annual fee for management of the contract over 6 years

1b is the set-up fee of the contract payable over 6 years plus the annual fee for management of the contract over 6 years.

2a and 2b are the fees for calling off the services for the provision of emergency fire crew capability services

17. The weighting for the section 1 fees (set up and management) was purposely set higher than that for section 2 (operational state) in order to encourage reduced costs for the standby phases of the contract. The mobilisation and attendance fees were set a lower weighting as these services will be used for actual business continuity events and therefore shorter more infrequent periods.
18. The relative weighting of the evaluation criteria and the allocation of marks across the evaluation areas were carefully designed to provide the right balance between provision of a robust business continuity service and affordability. Whilst it was recognised that affordability and therefore cost was one of the critical factors, a solution offering the cheapest cost but presenting concerns over its technical capability was not desirable. Therefore, health and safety, the ability to deliver the services, and the quality of the services were emphasised throughout the tender.
19. Securitas' bid scored highly against the relevant quality and cost criteria. The full breakdown of scores awarded is provided in the Part 2 report.
20. The contract contains a performance management regime which will be used to measure the Securitas' compliance with its contractual obligations, including in the delivery of the EFCC provision. The performance management regime consists of three elements: contract management, capability and capacity, and mobilisation and attendance. The application of the performance management regime shall apply in full after 90 days from the first day of service and deductions will be applied proportionately to the availability of service. This allows for the

implementation of the service and the training regimes included within the new arrangement. However, monitoring of performance is undertaken from the first day of service.

21. The receipt of only one bid reflects officers' concerns prior to conducting this procurement that the market for this service has deteriorated. Early discussions and interest from other potential providers have not resulted in an effective and robust competition for the contract and the Authority is therefore in a single tender situation.
22. Securitas' tender was received in February 2014 and has since been subject to extensive review by officers in order to fully understand the proposed pricing structure especially in light of the single tender nature of this procurement. As detailed below in this report, this review has resulted in reductions from the original bid whilst allowing Securitas to secure a range of changes in the way the contract is delivered. These changes reflect experience to date and are focussed on ensuring that the new service is both commercially and operationally sustainable in the longer term. These changes are set out in paragraphs 20 to 34 below.
23. Paragraph 50 sets out the advice from the Head of Legal and Democratic Services in respect of Regulation 7 of the Conduct of Employment Businesses Regulations 2003. Securitas proposes to use pre-selected, trained and proficient personnel already employed or contracted within its organisation. The people who will be undertaking the contingency service are not people who have turned to Securitas because they are work seekers. They are people with permanent jobs with Securitas, who will be providing the cover as part of their normal contracts of employment. Furthermore, Securitas' workers will be working under the direct control of Securitas management, and will not be working under the control of the Authority. The Head of Legal and Democratic Services advises that this arrangement will not breach Regulation 7.

Changes in the new contract

24. In 2010, during the lead up to the industrial action over changes to fire station start and finish times, the Health and Safety Executive (HSE) reviewed the provision of the EFCC following a complaint made by the Fire Brigade Union (FBU) that the training for the EFCC personnel was insufficient to provide a safe system of work. As part of this review, the HSE looked at the Brigade's CapitalGuard specification (as detailed in the contract) and the governance arrangements in place to manage these requirements. The HSE reviewed whether AssetCo London Limited (the contractor) had put in place suitable and sufficient training delivery plans and the associated management systems for tracking the initial and continuation training activities undertaken by EFCC personnel. As part of the investigation, the HSE also selected at random a number of the EFCC personnel and undertook an audit of their selection, training and development records. The HSE determined that AssetCo London Limited's approach to discharging the contract, and in particular its approach to developing staff to deploy safely as emergency fire crew, was adequate. No further action was taken by the HSE as a result of this investigation.
25. Notwithstanding the above, the bid received from Securitas offers changes to the contract provision during both the Steady State and Deployment stages. These reflect the contractor's experience over the past two years of deployments and focus particularly on the increased use of the Command Support Teams (CST) and changes to the way both these teams and the crews are trained. These changes are welcomed by the Authority as the CST provision is an area of significant importance to the contingency cover and an integral component of the successful and safe delivery of the contingency service. Therefore, whilst the original provision was deemed as adequate by the HSE in 2010, a number of changes to the EFC provision have been implemented

over the duration of the contract. Those relating to the CST provision have now been reflected in the scope of the new contract.

26. Each CST is made up of 2 staff who assist during the pre-deployment familiarisation training and then support the Deployment, providing enhanced command support at incidents and augmenting the provision of breathing apparatus capability if required. The current profile of the CSTs is made up of predominantly retired senior fire officers who bring experience and a level of competence to all aspects of the contract. Examples of the benefits that CST have brought during recent deployments include greater capacity to conduct rescues from smoke filled buildings, the ability to support the deployment of EFCC crews into the more severe fires, risk management and safe conclusion of incidents including cylinders, illegal cannabis factories and the more significant road traffic collisions such as those involving lorries and buses. They have also provided a high level of coordination with other agencies and with Brigade staff, particularly during 'hand-over' operations between EFCC and London crews during incidents that straddle the start or end of strike periods. They also have an important role in assisting in maintaining business continuity and keeping London moving.
27. In view of the acknowledged benefits the CSTs bring to the capability, the current interim contract provision of 9 CSTs was deemed insufficient and therefore Securitas have more recently been providing up to 14 teams (28 CST staff). A further review of this CST requirement in light of recent deployments has resulted in the new contract including an optimum provision for 10 CSTs per shift plus up to a further 5 CST staff when required (i.e. up to 45 CST staff in total). As this reports sets out, it may be possible in future to provide some or all of the CSTs internally. Therefore, the contract allows for this element of the service to be reduced, if required in the future.
28. Under the original contract with AssetCo London Ltd, the crews and CSTs were trained by Lincolnshire FRS. During the interim contract, Securitas transferred this training to the Fire Service College (FSC). Securitas' bid for the new contract includes this arrangement with the FSC, which includes access to real fire "carbonaceous" incident scenarios and additional practical High Rise Fire training.
29. The training has been designed by the FSC as its minimum offering to meet the development modules related to the national occupational standards for all fire and rescue service roles applicable to the EFCC personnel. By utilising the FSC, the EFCC personnel will make use of practical training facilities capable of providing realistic simulated environments replicating operational incidents, including industrial, domestic, high rise and special service incidents. Personnel will receive a 12 day initial course and in addition will receive a further 6 days Continuous Professional Development (CPD) annually, in comparison to the interim contract which provided 10 days initial training and 4 days CPD. The increased number of training days will enhance both theoretical and practical skills throughout the period of the contract.
30. The increased training provision in Securitas' bid is a result of the agreement between Securitas and its training provider, the FSC. The type, content, scope and duration of the training have been designed by the FSC as those required to assure Securitas that its liabilities to ensure the requisite levels of competence within the EFCC personnel are effectively provided for. In light of this, Securitas has confirmed that it is unwilling to reduce its provision for training. For comparison purposes Table 3 below shows the key differences in training between the interim and the new contract:

Table 3: Training Provision

Training	Interim Contract	New Contract
EFCC Supervisor initial	10 days training	12 days training
EFCC Supervisor Continuous Professional Development (CPD)	4 days training	7 days training
EFCC Driver initial	10 days training	12 days training
EFCC Driver CPD	4 days training	6 days training
EFCC Driver Defensive Driver Training (DDT) Initial	2 days training	5 days training
EFCC Driver DDT Refresher	1 day training	1 day training
EFCC Crew initial	10 days training	12 days training
EFCC Crew CPD	4 days training	6 days training
Command Support Team (CST) initial	4 days training	5 days training
Command Support Team CPD	4 days training	5 days training
Command Support DDT Initial	2 days training	5 days training
Command Support DDT Refresher	1 day training	1 day training
Familiarisation Training	1 day training	1 day

31. The 12 day initial course provides changes to the BA training including improved BA search procedures, compartment entry tactics fire behaviour theory, and practical demonstrations. The training also includes real fire exercises in a range of domestic, commercial and high rise premises. Additional theory sessions are programmed, ensuring that the EFCC crew will have a more in depth working knowledge and increased level of training in an environment designed specifically for their role.
32. Other changes include advanced level of incident command training for all supervisors and command support teams, and road traffic collisions (RTC) training which is a change to the level of driver training in anticipation of an expected imminent change in legislation.
33. Securitas will also provide individual support to trainees by way of modular training and additional evening tuition where required. This will increase training pass rates and avoid the costs of either candidates dropping out or having to repeat entire courses at major expense.
34. There is an additional cost built in to the proposed agreement around the provision, maintenance and upkeep of the EFCC Standard Operating Procedures. This is a change to the contract providing operational guidance to EFCC that is bespoke to the EFCC personnel specific capabilities. The EFCC Standard Operating Procedures will be the intellectual property of the Brigade.

Negotiations with Securitas

35. As mentioned in paragraph 7 above, the negotiations with Securitas have resulted in the following reductions:
- The annual contract price has been reduced from Securitas' initial bid of £5,380k to £3,950k (plus one off payments of £199,836.36 in Year 1 and Year 4 for first aid re-certification. £83k of the Year 1 payment is payable in 2014/15 and £116k in 2015/16). Including the first aid charges for Years 1 and 4, the price for Steady State has been reduced by £1,364k per year which represents a 25.4% reduction from Securitas' original

bid price (from £5,380k to an average of £4,016k per year). The reduction is largely attributable to two main factors. Firstly, Securitas were asked to review the Command Support Officer (CSO) provision. This resulted in a reduction in the number to be trained from 65 to 45 (which would leave 20 Command Support Officers per shift with a 25% contingency) which reduced the annual Steady State price by £449k. Secondly, officers pressed Securitas to find other price reductions which resulted in further savings of £915k per year. These included: the reduction in contract mark-up on cost from 20% to 15% worth £298k per year; a reduction in training costs by £275k per year; the removal of the annual retainers for the emergency fire crews worth £114k per year; a reduction in recruitment and advertising costs worth £72k per year; a reduction in salaries and wages amounting to £150k per year; as well as other minor pricing adjustments worth £6k per year.

- Securitas have included Setup charges in their tender in order to support the transition from the interim contract to the new EFCC contract. They are comprised of training, infrastructure costs, equipment and some Standard Operating Procedures (SOPs). The training will ensure that the competency of existing staff is in accordance with the revised training programme provided by the Fire Service College. These charges have been reduced by £94k from £447k to £353k (of which £238k is payable in 2014/15 and £115k in 2015/16). These include the reduction in the mark-up percentage (from 20% to 15%) being applied worth £28k; the removal of some recruitment costs at £22k; and a reduction of £43k in training costs.
- The price for a typical Deployment (i.e. a one-shift Deployment of less than 12 hours) in the interim contract is £200k. In the 2009 tender, the cheapest viable bid after AssetCo London Limited's bid for such a typical deployment was £588k. Securitas' initial bid in the current tender was £532k per typical deployment, however, officers have negotiated this downwards to £480k. This is more in line with the market prices evidenced in the 2009 tender round but includes efficiencies that do not undermine its commercial and operational sustainability. This £52k reduction in price is made up of a £45k reduction in the hourly charge rate for EFC personnel (from £52 to £45 per person) and a £7k reduction in subsistence charges.

36. As mentioned in paragraph 5 above, Securitas' tender submission also includes provision to recoup some of its deficit incurred since 25 September 2013 as a result of its deployments at AssetCo London Ltd's prices. Table 4 below details the actual costs of deployment incurred by Securitas compared with payments made by the Authority between 25 September 2013 and 4 May 2014. These costs include amounts for items such as wages, bank holiday pay, accommodation, transport, PPE, subsistence and welfare that were not properly accounted for by AssetCo London Ltd. in their original bid in 2009. The total shortfall amounts to £728k, however, officers have re-negotiated this figure downwards with Securitas who will accept £500k as settlement of the additional costs incurred.

Table 4: Securitas' Deficit - from 25 September 2013 to 4 May 2014

Cost Breakdown	'Actual' costs £	Paid	'Shortfall' / (Surplus)
EFCC Crew pay rate (£43.56)	2,081,994	1,957,827	124,167
Accommodation	389,720	359,815	29,906
Transport	269,815	52,757	217,059
Overtime	155,109	121,292	33,817
CST costs	388,449	328,532	59,916
PPE	35,351	0	35,351
De-brief meetings	16,675	0	16,675
Subsistence / Welfare	76,855	12,000	64,855
Gold Command	55,750	47,519	8,231
Support Staff	20,250	0	20,250
Additional Trainers	7,500	0	7,500
Misc	2,970	0	2,970
'public holiday' supplement	107,760	0	107,760
Totals	3,608,199	2,879,742	728,457

37. Negotiations with Securitas on reductions in charges have also included discussions regarding the timings of payments. Securitas agreed to the £500k payment in respect of losses sustained during interim EFCC contract deployments on the basis that this sum would be paid at the start of the new contract in November 2014. Of the £353k Setup charges, Securitas require that £155k be paid upfront, with the balance payable in monthly instalments over the first year of the contract.
38. Contract charges cover a minimum of 12 hours for any EFCC deployment duration (e.g. for a 1 hour Deployment, the Contract Charge would be for a minimum of 12 hours of labour). In such cases, Securitas pay all EFCC personnel the same minimum time period i.e. 12 hours. This is necessary to attract participants and ensure availability of personnel at short notice. The EFCC personnel are working on permanent sites in full time employment, therefore if Deployment was being paid only on a pro-rata basis, attendees would lose money compared to their usual role and therefore it would not be a financially viable option. The minimum 12 hour payment is therefore essential to ensure an ongoing robust availability and response model. This principle was also a feature in the bids received in 2009, and therefore is not new.
39. Securitas does not utilise zero hour contracts but does use casual worker agreements in some instances. Employees on casual worker agreements receive statutory sick pay, pension contribution (providing they meet the required threshold) and holiday pay based on their hours worked. All Securitas employees utilised on the EFCC contract are paid above the London Living Wage and are paid for a minimum of 12 hours when called upon to carry out EFCC duties.
40. As previously reported to Members (FEP 2289), five pumping appliances are required for ongoing training of EFCC personnel. These appliances are provided by the Authority. In order to reduce the costs of maintenance, the service and repair of these appliances have been included in the vehicles and equipment contract at an annual cost of £106k (1 April 2015 rates) and the maintenance of operational equipment will cost £10k per year which when taken together represents an overall cost saving of £37k per year compared to the option of Securitas maintaining these assets.

Alternative Options Analysis

41. In anticipation of a major cost increase since the original contract award in 2009, officers revisited the alternative options that might be available to the Authority in order to maintain sufficient contingency cover through other means. This included a review of the contingency arrangements deployed by other Fire and Rescue Authorities. This confirmed that the most common solution was the use of retained fire fighters. These staff are often willing to make themselves available whilst their full time colleagues are on strike. However this option is not available to the Authority.
42. Another option used by several brigades has been to advertise at short notice for members of the public to provide cover during industrial action. Such recruits have been subject to a similar fitness selection process as that used for permanent firefighters and have received a 2 week basic firefighter training course to deliver defensive fire-fighting. This cannot be relied upon as a realistic contingency plan as there is no way of guaranteeing that the necessary and appropriate numbers of members of the public required will respond or be available for the length of industrial action, which will be indeterminable.
43. The Brigade allows for a normal period of 35 days from the date of notification of ballot through to the first date for strike action; this assumes a three week period for the ballot itself plus the statutory notice periods for the commencement of the ballot and notification of strike action. Assuming an allowance would be made for unsuccessful candidates, more than 501 candidates would need to be recruited from the public and trained within the 35 days period. This would be unachievable. By way of illustration, using the normal trainee delegate numbers of 12 per 2 week course, even with four courses running concurrently, it would only be possible to train 96 delegates in the time frame provided. The Brigade has trained up to 16 per course in the past, but even on those numbers the total would only increase by 32. Even without these concerns, this approach is considered to be a very basic level of service that would not be sufficient for the operating environment in London. The capabilities of such crews would be considerably less than those provided for within the EFCC contract.
44. The third option which has been used successfully by Essex FRA, is for a limited number of staff to sign a secondary contract to work during periods of industrial action. In effect, some current station based staff would be relied upon to provide the front line operational service whilst the remaining staff were taking strike action. This would require agreement with the trades unions, and without such an agreement is likely to be very divisive. Furthermore, secondary contracts can require a member of staff to work during strike action, but cannot guarantee compliance and therefore would not provide any guarantee of the number of staff that would be available.
45. Whilst this third option has not been previously explored for EFCC firefighters on account of the reasons outlined above, this option is being explored further for the provision of Command Support Team staff. To this end, a proposal has been made to staff side for a pre-determined number of station and group managers to be offered the opportunity to sign a secondary contract to undertake additional duties and hours in excess of the operational rota and outside of their contracted managerial and stand by hours (as detailed in their rota pattern). Such station and group managers would receive an annual payment which would be subject to negotiations with officers and their trade unions. The additional duties would be commensurate with their current role, but would also include offensive firefighting and wearing breathing apparatus, alongside EFCC crews. This would involve on-going training during non-striking periods (which would be incorporated in the training contract with Babcock). Such training would ensure that officers maintained the required competencies in offensive firefighting activities, including the wearing of breathing apparatus. The proposal was discussed in principle at the Joint Committee for Middle

Managers on 19 August 2014, where both FOA and the FBU asked for more detail on exactly what duties these officers would be required to undertake; what training and support these officers would be given to achieve this; and whether new policies would be required to support this way of working. It was clear that there are challenges to overcome before staff side would ever support such a proposal, nevertheless, officers are working with staff side to see whether their concerns can be addressed and if necessary, will obtain further legal advice regarding enforceability. This proposal may allow the Authority to provide its own CSTs in the future and the level of service provided by Securitas to be reduced accordingly. As explained earlier in this report, the contract includes change provisions for this reduction to be made.

Conclusion

46. The Authority is required to have contingency plans in place to provide the minimum cover necessary for London. As detailed in this report, only one bid was received which was from Securitas and officers have negotiated the proposed contract which now provides the best price achievable whilst at the same time ensuring that the EFCC business model is both commercially and operationally sustainable in the long term. Therefore, officers recommend that Members approve the award of contract to Securitas on the basis set out in this report, and approve the payment of £500,000 to Securitas in settlement of its deficit sustained in providing deployments during the interim EFCC contract, as set out in paragraphs 5, 35 and 36 of this report.

Authority's Strategic Objectives

47. The proposals in this report support the Authority's objective of planning and preparing for emergencies that may happen, and providing an effective and resilient response to them

Head of Legal and Democratic Services comments

48. S7 Fire and Rescue Services Act 2004 requires the Authority to make reasonable provision for extinguishing fires and protecting life and property in its area. S8 imposes a similar duty in relation to rescuing people in the event of road traffic accidents. These sections impose a target duty not an absolute duty but mean the Authority has to take reasonable steps to provide for cover and that includes making contingency plans and having reasonably reliable arrangements in place to deal with eventualities which may arise.

49. In addition s2 Civil Contingencies Act 2004 imposes a duty on the Authority to maintain plans to deal with emergencies. Officers are of the view that this extends to a duty to make plans to make contingency plans for industrial action. This may be a reduced service, if that is all that is reasonably possible, so long as the plan provides for a minimum safe service. Officers have assessed 27 pumps to be the minimum level of emergency cover needed to provide safe cover for London. While that assessment holds good, it is the Authority's statutory duty to make provision for a minimum of 27 pumps. The Authority has a choice in how to comply and officers have considered alternative options (paragraphs 41 to 45 above) but consider at present there is no viable alternative to the proposed arrangement with Securitas.

50. Regulation 7 of the Conduct of Employment Businesses Regulations 2003 prevents an employment business introducing or supplying a work-seeker to a hirer to perform the duties normally performed by a worker taking part in industrial action or any other worker assigned to perform the duties of a worker on industrial action. It catches any organisations which has access to a ready pool of labour and whose aim is to place those workers in jobs with other organisations when something comes up, Based on the description at paragraph 23 above this is not what Securitas will be doing and it is believed that the arrangement with Securitas will not breach Regulation 7.

Director of Finance and Contractual Services Comments

51. Following negotiations to reduce the price, this report proposes that the contract be awarded to Securitas at an annual cost of £3,950k, excluding set up and first aid re-certification costs. Once these additional payments are included the contract price will vary in each year. The actual payments due up to 2017/18 have been set out below.

	2014/15 £k	2015/16 £k	2016/17 £k	2017/18 £k
Setup Costs	238	115	0	0
First Aid Recertification Costs	83	116	0	0
Steady State Costs	1,514	3,950	3,950	4,026
Total	1,835	4,181	3,950	4,026

52. The £1,835k payment in 2014/15 is in addition to the £500k payment to Securitas in settlement of losses sustained in providing EFCC deployments during the interim contract. This results in a total cost to LFEPA of £2,335k in 2014/15. This has been included in the Quarter 1 Financial Position report on today's agenda.

53. The steady state contract cost of £3,950k in 2015/16 will result in a financial pressure to the Authority of £2,286k. This will be included as part of the Authority's budget setting process for next year. In addition to the steady state costs in 2015/16, there are also set up costs of £232k. As these costs are one-off in nature they will be funded from the Vehicle & Equipment Contract reserve.

Sustainable Development Implications

54. The environmental implications for London and Londoners if this service is not provided should an 'emergency' occur outweigh the implications of who provides the service.

55. If the contract is awarded, mishandling of hazardous materials by the provider is of greatest risk and this has been addressed in the specification requirements. Other less significant environmental impacts will be handled through contract management.

Staff Side Consultations Undertaken

56. Staff side have been consulted about the possibility of secondary contracts to partially address the requirement set out in this report. This is ongoing.

Equalities Implications

57. All Authority contracts are subject to equality clauses and contractors being able to demonstrate that they have met the Authority's requirements for Equality and Diversity and will contribute to the Authority duty to promote diversity.

List of Appendices to this report:

None

LOCAL GOVERNMENT (ACCESS TO INFORMATION) ACT 1985	
List of background documents	
As stated in the report	
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