

LONDON BOROUGH OF HAMMERSMITH & FULHAM

Report to: Cabinet Member for Housing and Homelessness, Councillor Frances Umeh

Date: 24/08/2023

Subject: Contract award via Fusion 21 for an additional 'General building works' contract to MCP property services LTD

Report author: Richard Buckley, Assistant Director of Building and Resident Safety

SUMMARY

This Procurement Strategy recommends using the Fusion 21 Reactive Repairs and Empty Buildings Framework, Lot 4 'Responsive repairs for the direct award of a general build contract to MCP property services LTD. The direct award is intended to support an overarching strategy to improve outcomes from the responsive repairs service – specifically by providing additional general building capacity to support on the delivery of larger scale, structural and capital repairs, P60's, voids and disrepair works.

This is a value and time limited award to support the delivery of repairs and maintenance outcomes in the short term, particularly around more complex and capital works. This is a short-term solution to help maintain good service delivery, whilst longer-term strategies are developed and implemented, such as the procurement of the responsive capital contract.

RECOMMENDATIONS

1. Direct award a 'General Building Works' contract for a maximum value of £4,500,000 for a contract period of 36 months to MCP property services LTD. The contract will look to apportion the spend equally at £1,500,000 per annum across the 3-year contract period. We aim to incept the contract as soon as allowable.

Wards Affected: All

Our Values	Summary of how this report aligns to the H&F Values
Building shared prosperity	The contractor will be required to deliver Social Value equivalent to 10% of the contract values for all spend over £100,000. This should have a positive impact on local wellbeing and prosperity.

Creating a compassionate council	Overdue repairs have a significant negative impact on our tenants. It is important that backlogs are addressed as tackling the backlog of voids and disrepair cases is crucial to supporting good outcomes for residents and reducing negative impacts.
Doing things with local residents, not to them	The contract will stipulate high standards of resident communication throughout the works process.
Being ruthlessly financially efficient	This framework category evaluated suppliers using the Most Economical and Advantageous Tender criteria (MEAT) which ranked suppliers based on 40% cost / 60% quality. We will look to direct award to the highest ranked suppliers first. Supporting the backlog of voids and disrepair cases will additionally help to minimise potential further legal and compensation costs in this area.
Taking pride in H&F	It is important that the Council provides tenants with homes to be proud of.
Rising to the challenge of the climate and ecological emergency	Proper capital investment is more carbon efficient than multiple 'sticking plaster' repairs. The background document referred to 'Housing Revenue Account (HRA) 12-year Asset Management Capital Strategy' outlines the procurement strategy for the Capital Programme.

Financial Impact

Due to the significant backlog and incoming cases of complex capital repairs, the service has advised that further contractors (adding additional capacity alongside the accompanying procurements of relief contractors – Cablesheer and Cavendish) must be appointed for relief work to support the delivery and stabilisation of the housing repairs and maintenance service by picking up works which Morgan Sindall Property Services Ltd and Mears Ltd do not have capacity to deal with.

This additional resource will provide further capacity to complete repairs and deliver on the service's commitment to ensure residents have access to safe housing. The cost is expected to be mostly capital in nature, as the works relate to improving and refurbishing the Council's existing housing stock, directly enhancing the asset value.

Given the maximum value of this contract over 3 years is £3.75m (£4.5m including VAT, this implies an average annual value of up to £1.25m. Of this annual value, it is estimated that capital costs of £1m and revenue costs of £0.250m may be incurred.

The 2023/24 revenue budget for disrepairs works is £0.490m (cost code H78071/H78072/H78073). The service estimate that disrepairs spend through other contractors will be minimal which means there should be sufficient funding to cover the revenue costs arising from this contract. There is expected to be a further procurement award to another relief contractor for disrepairs, so the service will need to carefully manage costs to ensure they can be contained within the existing budget, along with the award in this report.

The HRA Asset Management Capital Programme has a budget in 2023/24 of £16.7m allocated for various repairs to Council housing stock. This procurement is expected to be funded from this allocation. After taking account of other recent procurement reports, as well as the incumbent spend from existing contractors, the total committed to this budget for 2022/23 is £14.9m, inclusive of the £1m in this report.

There is no commitment to spend against this contract and the service will retain control over which work is given out to the chosen supplier. This will be determined by the quality of their output, ensuring the service delivers value for money. Robust monitoring processes supported by both Finance and the service will ensure spend is contained within the existing budget.

A CreditSafe report was run on 04/05/2023 for MCP Property Services Ltd. which provided a risk score of 39, well below the Council's minimum requirement of 50. It also produced an annual contract limit of £0.740m, which is also below the value of £1m sought in this report.

Analysis of MCP's turnover for the last 3 years provided an average annual figure of £14.966m, this enabled the calculation of a revised contract limit of £3.502m which is sufficient for the proposed contract in this report.

Given the financial performance of the chosen contractor, the service has confirmed they will not release payment of invoices until works are completed to a satisfactory standard, in order to mitigate further risk to the Council.

Implications prepared by: Llywelyn Jonas, Principal Accountant – Housing Capital

Implications verified by: Danny Rochford, Head of Finance (Housing Revenue Account and The Economy), 12/05/2023

Legal Implications

The Council has an obligation as a landlord to keep its housing stock in repair under the Landlord and Tenant Act 1985 and as a housing provider under the Housing Act 1985.

The value of these works is below the threshold for this contract to be a “public works contract” under the Public Contracts Regulations 2015. There are therefore no statutory requirements governing this procurement.

This is a high value contract under the Council’s Contract Standing Orders. The use of a suitable framework in accordance with its terms is a compliant means of procuring these works. The Fusion 21 framework allows for direct awards having regard to the factors set out in the terms of the contract which includes the Council’s requirements and business needs by reference to the specification for the works. These factors will need to be considered when undertaking the direct award.

This is a “key decision” for the purpose of the Council’s Constitution and will need to be included within the key decision list on the Council’s website.

John Sharland, Senior solicitor (Contracts and procurement)
Dated 1 March 2023

Background Papers Used in Preparing This Report

Housing Revenue Account (HRA) 12-year Asset Management Capital Strategy,
Cabinet 06/09/2021

DETAILED ANALYSIS

Background

1. There is currently a significant backlog of complex/capital repairs and disrepair works and voids, which have negative impacts on tenants, generate complaints and failure demand and create risk in terms of further legal challenge and cost. Furthermore, restoring voids levels to a manageable level will reduce rental income loss for the Housing Revenue Account and also reduce demand for temporary accommodation which is most often a cost to the General Fund.
2. Recovery plans are in place for the responsive repairs contractors to address these backlogs, but additional capacity will accelerate the recovery and support the service to stabilise in the short-term.
3. In addition, recent commercial negotiations have separated out disrepair and capital/complex workstreams from the standard Price Per Property model which means these are being paid separately.

Short term solution:

4. As part of the phase 1 additional capacity business case, we have proposed five additional routes to market which will enable further contractors to be procured. This additional capacity will offer a short/medium strategy to support

the immediate acceleration of the recovery of capital/complex repairs and disrepair workstreams.

5. As part of phase 1, we are onboarding an additional general building works contractor to our supply chain via the Fusion 21 FW. This capacity will be used to support with both voids and disrepair works.
6. Lot 4 of the Fusion 21 framework was the proposed route to market as this category has been specifically designed to enable procurement (via direct award or competition) of a housing disrepair contractor.
7. Phase 2 of our business case has identified a need for further general builder capacity and capability. On that note and in relation to this particular award, given the capacity contained within the Fusion 21 Framework, we are aiming to award an additional general repair contract under the Fusion 21 Framework, Lot 'Responsive Repairs'.
8. Under this direct award, we will look to award to the highest ranked 'most economically advantageous supplier'.
9. In addition to the qualification mentioned in point 6, the chosen supplier will be required to have experience of effective resident liaison around these types of works and understand the council's approach to engaging with and consulting with residents for appropriate works.
10. Furthermore, in relation to the two general builder contract awards proposed under the Fusion 21 Framework, to ensure good management of capacity concentration risk, we will not award both contracts to the same contractor.

Reasons for Decision

11. To accelerate the recovery of the Responsive Repairs, relating to disrepair and void works.

Contract Specifications Summary

12. See table below for a description of the works or services being procured:

Contract	Contract value	Description of works/services
	£1,500,000 million a year, for three years. Total contract value= £4,500,000.	Complex and structural related repairs likely to include: <ul style="list-style-type: none"> • Underpinning • Damp works • Brickwork • Roofing • Complex drainage Works as per agreed surveyor reports.

		<p>Works to complex/structural properties to bring them up to the LBHF lettable standard, to include</p> <ul style="list-style-type: none"> • Kitchens and bathroom repairs and renewals • Asbestos encapsulation and removal • Gas/heating servicing and repair • Boiler installs • Roof renewals and repair • Waterproofing works to balconies • Firestopping works • Firedoors • Sprinkler systems • Structural works e.g. underpinning
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13. The contract will be for a maximum duration of 36 months.

Procurement Route Analysis of Options

14. There are a range of procurement options available to procure providers of these works:

- Competitive tender
- Mini-competition from a suitable framework or Dynamic Purchasing System (DPS)
- Direct award from a suitable framework

15. These options provide varying levels of assurance that the resulting providers are value for money. Competitive tender is the best guarantor of value as it is open to the whole market, whereas direct award from framework provides a limited degree of assurance (from the fact of the competition required to get onto the framework in the first place).

16. The disadvantage with the first two options is that the time it takes to deliver them. Competitive tender can take up to 4 to 6 weeks to seek tenders and evaluate the results, before 3 or 4 weeks required for the contract award Governance. Mini-competition is only a little bit quicker.

17. The service urgently requires additional capacity for complex, structural and disrepair works to prevent further negative outcomes for residents, reduce complaints, reduce failure demand, take full advantage of the summer months

and have the maximum impact on winter repairs demand. They have ruled out the first two options because of the time required to deliver them.

18. Direct Award from a suitable framework would be the quickest option. The supplier will be qualified and ranked as part of the Fusion21 Reactive Repairs and Empty Buildings Framework. The supplier will have been granted a place on LOT 4 'Housing Disrepair works - Property repair and improvements resulting from housing disrepair legislation'. They will receive a ranked position based on the Most Economical and Advantageous Tender criteria (MEAT) which ranked suppliers based on 40% cost / 60% quality.
19. The only other option is a direct award outside of any framework. This route is less desirable than a call off through a competitively tendered framework as it would not meet the requirements of Contract Standing Orders.

Risk Assessment and Proposed Mitigations

20. There may be risks arising from the fact that the supplier will not be as comprehensively integrated into the Council's IT systems as the main repairs contractors. The use of the Northgate Contractor Portal will allow some degree of integration, but it will still mean that the supplier will need special management processes to be put in place. There will need to be special processes for dealing with communication between the Council's Customer Service Centre (CSC) and the supplier. It is also likely to be mitigated due to the fact that the supplier will predominantly be working on complex repairs and disrepair workstreams which are raised by surveyors rather than the Customer Service Centre – minimising contact points.
21. The volume of work given to the supplier is controllable as the contract will have a clause which stipulates that there is no commitment to give them any specific work volume. The level of work the supplier ultimately receives will be determined by the quality of their workmanship and service. The volume of work can be controlled so that it does not overwhelm the special management processes put in place to manage this contractor.
22. Our current JCT contracts allow us to remove existing work orders from the contract specification without financial penalty. We intend to use this clause within this contract.

Timetable

23. Please see below for an estimated timetable:

Key Decision Entry (Strategy)	17/03/2023.
Contracts Assurance Board	18/05/2023
SLT/Cabinet Member/Cabinet Sign off	19/05/2023
Contract start date	01/06/2023

Selection and Award Criteria

24. No tender is proposed so there are no formal selection or award criteria.
25. Price mechanisms are described in the table below:

Contract	Pricing mechanism
JCT 2016 MT Contract	SOR natfed version 7.

Contract Management

26. The standard of workmanship and service will be monitored and measured by the Repairs client team. The successful contractor will need to provide evidence of works undertaken, including before and after photographs. The service will be allocating a dedicated supervisor resource to the contract.
27. There will be monthly performance meetings in which KPIs will be reviewed. KPIs will include:
- Appointment kept
 - Works completed by target completion date
 - Submission of all require information every job, proving quantity and quality
 - Resident satisfaction
 - Quality assurance
28. Social Value will be monitored by the Social Value Portal (SVP). The contractor will be registered with the SVP (and required to pay the annual fee).
29. We will insert a clause in the contract that allows for annual inflationary uplifts to be applied for on each yearly contract anniversary date. The uplift decision will be based on CPI and any other market relevant factors. The local authority will decide on any uplift payable based on their uplift business case.

Equality Implications

30. As a landlord of social housing there is a higher proportion of vulnerable residents who are impacted more by needed repairs, that left untreated, may have health impacts. The additional capacity provided by this contractor ensures timely and effective resolution.

Risk Management Implications

31. The report recommends a procurement strategy and contract award to procure additional repairs capacity from a competitively procured framework via a direct award call-off. This is in line with the objective of being ruthlessly

financially efficient. Increasing contractor capacity for voids and reactive repairs supports the objective of creating a compassionate council, by ensuring that repairs are carried out on a more timely basis and returning void properties to allocate to families in need of social housing.

32. The report identifies risks associated with appointing contractors in this way, in terms of integration with the housing systems, which is in place for larger contractors, and sets out mitigations to deal with this. Officers will need to ensure that robust contract and programme management arrangements are applied to the contracts to ensure that the objectives are delivered.

David Hughes, Director of Audit, Fraud, Risk and Insurance, 14 April 2023

Climate and Ecological Emergency Implications

33. As part of the contract award process, we will ask the supplier to provide a method statement detailing their approach towards climate change. This response will be scored on a pass/fail basis. We will also review the delivery of their method statement intentions at contract annual reviews in order to manage their performance and continuous improvement in relation to climate change.
34. The supplier will also be asked to try and prioritise climate outcomes in its social value commitments.
35. Requirements from providers around decarbonisation will be developed as part of the long-term repairs model and included in the future procurement of longer term contracts.

Verified by: Jim Cunningham, Climate Policy & Strategy Lead, 13th of April 2023

Local Economy and Social Value Implications

1. It is a requirement that all contracts awarded by the council with a value above £100,000 provide social value commitments that are additional to the core services required under the contract.
2. For a direct award, the supplier should propose social value measures to a proxy value of at least 10% of the price of the contract, as well as method statements as to how these measures will be delivered, which should be assessed as reasonable before the award of the contract.
3. MCP has proposed social value measures to the proxy value of 10% of the price of the contract. The method statements for some measures pose a risk that they will not be delivered and it is recommended that a delivery plan is agreed between MCP and the council at the start of the contract.

4. It is recommended that the commissioner works with the Legal Service to ensure appropriate social value clauses are included in the contract so that the council can enforce its right to remedies if the social value commitments are not delivered.

Paul Clarke, Social Value Officer, 28 April 2023

Consultation

5. No consultation has been carried out as the works will be in relation to void properties.

LIST OF APPENDICES

N/A.