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|  | Officer Key Decision |
| | Report to the Corporate Director, Resident Services |
| Authority to Vary and Extend a Contract in respect of Brent CCTV's Framework Provider with Tyco Fire & Integrated Solutions (UK) Ltd. | |

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| Wards Affected: | All |
| Key or Non-Key Decision: | Key Decision |
| Open or Part/Fully Exempt: <small>(If exempt, please highlight relevant paragraph of Part 1, Schedule 12A of 1972 Local Government Act)</small> | Part Exempt: Appendices 1, 2 and 3. This part of this report is not for publication as it contains the following category of exempt information as specified in Paragraph 3, Schedule 12A of the Local Government Act 1972, namely: "Information relating to the financial or business affairs of any particular person (including the authority holding that information)" |
| No. of Appendices: | Appendix 1 - TYCO Contract Performance 2019-2023 Appendix 2 – Audio Cameras TYCO project specification Appendix 3 - TYCO Framework Contract |
| Background Papers: | None |
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1.0 Purpose of the Report

- 1.1 This report requests authority to vary and extend a contract in respect of Brent's CCTV Framework Provider with Tyco Fire & Integrated Solutions (UK) Ltd., for a period of one year in accordance with

Contract Standing Order 112. The report summarises the reasons for the request to vary and extend, including the duration of the extension.

2.0 Recommendation(s)

That the Corporate Director, Resident Services, in consultation with the Lead Member for Safer Communities and Public Protection:

- 2.1 Approves the extension of the contract for CCTV supply and maintenance with Tyco Fire & Integrated Solutions (UK) Ltd for a period of one year from 1st August 2023 to 31st July 2024.
- 2.2 Approves a variation of the contract for CCTV supply and maintenance with Tyco Fire & Integrated Solutions (UK) Ltd, to allow for the extension period of 12 months as detailed in Recommendation 2.1 above.

3.0 Detail

- 3.1 The Council entered a contract for 3 years with TYCO Fire & Integrated Solutions (UK) Ltd on 01 August 2019.
- 3.2 The Contract contained provision permitting an extension by a further 1 year which was approved by the Council and expires on 31 July 2023. The total figure for the lifetime of the contract including the extension is £1,376,422.67.
- 3.3 TYCO Fire & Integrated Solutions (UK) Ltd (“TYCO”) are contracted to supply and install the camera infrastructure which includes preventative and reactive maintenance on Brent’s camera estate. Preventative maintenance consists of annual checks and cleaning of all cameras. Reactive maintenance is performed on an *ad hoc* basis according to faults reported by control room staff. A review of the contractual performance of all faults fixed within contractual times from August 2019 to March 2023 is currently at 81%. A full breakdown of Tyco Performance reports can be seen in appendix 1.
- 3.4 In May 2021, the Council suffered some unforeseen damage to Brent CCTV Kilburn infrastructure. This was as a result of squatters taking over a building where the camera infrastructure was stored, who then damaged the hosting infrastructure. Phase 1 of the project, which was to relocate the camera node point and bring back some connectivity, has been completed by TYCO at a cost of £68k.
- 3.5 Phase 2 of the project requires the migration of the old analogue network onto an IP system and restoration of 27 cameras in the Kilburn

area which lost connectivity as a result of the damage. This project is currently ongoing and will not be completed before 31 July 2023.

- 3.6 The police entered into an agreement with the Council to Supply & install 5 HD rapid deployment cameras with on-board audio to share pre-recorded police messages, in order to deter and mitigate robbery and violent crime offences in hotspot areas in Brent. The cameras are currently on order and will not be installed before the 31 July 2023. The specification for the audio cameras project can be referenced in Appendix 2.
- 3.7 Brent is currently engaged in 4 Housing projects to bring their CCTV systems into Brent's CCTV control room (namely Hornbill House, Watling Gardens, Alexandra Court, Learie Constantine & Brent Indian Community Centre). The Hornbill House and Alexandra Court projects have been completed but the other 2 projects are ongoing and will not be completed by 31 July 2023 due to technical and client delays.
- 3.8 Furthermore, there are also delays in the supply lead time for CCTV parts sourced from Europe due to Brexit and supply chain issues. A 1 year extension after 31 July 2023 will allow enough time for the market to further stabilise and help mitigate any risks of not completing the projects before the contract comes to an end.
- 3.9 The Healthy Streets and Parking team use the contract for providing and maintain CCTV enforcement cameras for moving traffic contraventions, such as such as banned turns, bus lane, yellow box junctions and restricted zones. Also, some parking contraventions such as school keep clears and bus stop clearways. There is currently a programme for the provision of new capital funded cameras, and also the rationalisation of enforcement sites with the relocation of CCTV cameras from high compliance sites to areas where needed. The extension of the contract will enable the uninterrupted continuation of this programme.
- 3.10 The above ongoing project work as well as risk of further delays due to supply issues and a lack of continuity due to internal staff changes, place a risk on the seamless delivery of this service. Procurement and mobilisation of a new contract and potentially a new contractor at this stage, present a risk of a reduction in the quality of the service being delivered or even a break in service. Therefore, a further continuation of the current contract is required to mitigate or prevent that risk.
- 3.11 The benefits of the extension and variation will allow for operational continuity, completion of housing projects and the completion of the mobile audio camera project. It will also allow time for parking managers to settle in and become more familiar with CCTV requirements before the procurement of a long-term contract. The

framework contract between Brent and TYCO Fire & Integrated Solutions (UK) Ltd can be referenced in Appendix 3.

- 3.12 Under section 3(b) of the table at paragraph 9.5 of Part 3 of the Constitution, Directors may only vary and extend contracts and agreements provided that:
- (a) the variation and extension would not be in breach of Procurement Legislation.
 - (b) the variation and extension of the contract would be under the same terms as the existing contract and therefore do not substantially alter the terms and conditions of the contract.
 - (c) there is sufficient existing budgetary provision for the contract extension.
 - (d) If the extension goes beyond the period of extension provided for in the contract (if any) or is otherwise not in accordance with the extension provisions in the contract:
 - (i) in the case of any contract, agreement, deed or other transaction with a life of not more than one year (including any possible extension provided for in the contract) the extension shall not exceed a period of six months; or
 - (ii) In the case of any contract, agreement, deed or other transaction with a life of more than one year (including any possible extension provided for in the contract) the extension shall not exceed a period of one year.
 - (e) provided that in the case of any variation (other than an extension):
 - (i) the total value of the variation is less than £1m; and
 - (ii) if the total value of the variation (and any previous variations agreed under this provision) is more than £50k it is not more than 50% of the original contract value (calculated over the life of the contract including any extensions or possible extensions and adjusted in accordance with any price review mechanism provided for in the contract).
 - (f) the relevant cabinet member shall be consulted prior to a decision within (d) (i) or (ii) and (e) (i) and (ii) above and may request that the decision instead be referred to them.

3.13 Subject to consultation with the relevant cabinet member and the cabinet member not requesting the decision is referred to them, it is considered that the Corporate Director, Resident Services has delegated authority pursuant to paragraphs 9.5 of Part 3 of the Constitution to agree the variation and extension as, addressing the matters raised in paragraph 3.11 above:

- a) The total value of the contract over its lifetimes is £1,376,422.67 The value of the extension period for one year will be £548,000.00. Regulation 72(1) (b) of the PCR 2015 provides that contracts can be modified without the need for a new procurement for additional services by the original contractor have become necessary and were not included in the initial procurement where a change of contractor either, (i) cannot be made for economic or technical reasons, and (ii) would cause significant inconvenience or substantial duplication of costs to the contracting authority provided that any increase in price does not exceed 50% of the value of the original contract. As detailed in paragraphs 3.3-3.9, the re-procurement of the service was delayed due to issues with the supply chain. A change in Service Provider would cause disruption to the current service and could not properly take place in the remaining term of the contract. A change of contractor at this time would cause significant inconvenience to the Council. In addition, the variation in price of the proposed extension is less than 50% of the initial contract value. Therefore, the extension and variation of the contract would not breach Procurement Legislation.
- b) The variation and extension of the contract will be under the same terms and conditions as the original Contract and therefore it will not substantially alter the terms and conditions.
- c) There is sufficient budgetary provision for the contract extension as detailed in paragraph 4.2.
- d) The total value of the variation and extension is £548,000.00. Whilst the total value of the variation is more than £50k it is not more than 50% of the original contract value.
- e) The recommended extension period goes beyond the extension period allowed for within the contract, however, it is not more than 12 months.

3.14 In accordance with Contract Standing Order 112, the Corporate Director of Resident Services should only agree to vary and extend the contract if the extension will achieve best value and is reasonable in all the circumstances.

4.0 Financial Implications

4.1 The contract extension for 12 months will cost £548k, this is 48% of the

total value of the contract from 2019-2023 The increase in costs relate to 34 new cameras, which covers the purchasing of the cameras, the hosting of the data (Cloud based), software, warranty and licences. This is to be funded by reserves that have been earmarked for this purchase.

- 4.2 The remaining cost of the equipment and services provided through this variation, and extension of the Contract will be funded from the CCTV revenue base budget and the Healthy Streets and Parking revenue base budget.

5.0 Legal Implications

- 5.1 Officers recommend the variation and extension of the Contract as set out in paragraphs 3.1 to 3.10

- 5.2 The value of the original contract is such that it is subject to full application of the Public Contract Regulation 2015 (PCR 2015).

- 5.3 A contract may only be modified (to include an extension) without a new procurement procedure where this is done in accordance with Regulation 72 of the PCR 2015. Regulation 72 sets out various circumstances in which it is possible to vary and extend a contract.

- 5.4 The value of the extension period for one year will be £548,000.00. Regulation 72(1) (b) of the PCR 2015 provides that contracts can be modified without the need for a new procurement if additional services by the original contractor have become necessary and were not included in the initial procurement where a change of contractor either, (i) cannot be made for economic or technical reasons, and (ii) would cause significant inconvenience or substantial duplication of costs to the contracting authority provided that any increase in price does not exceed 50% of the value of the original contract. As detailed in paragraphs 3.3-3.9, the re-procurement of the service was delayed due to issues with the supply chain. A change in Service Provider would cause disruption to the current service and could not properly take place in the remaining term of the contract. A change of contractor at this time would cause significant inconvenience to the Council. In addition, the variation in price of the proposed extension is less than 50% of the initial contract value. Therefore, the extension and variation of the contract would not breach Procurement Legislation.

- 5.5 The Corporate Director is authorised pursuant to Paragraphs 9.5 of Part 3 of the Constitution to extend and vary contracts subject to the conditions set out in paragraph 3.11 above. As set out in paragraph 3.12 above, and subject to the relevant cabinet member not requesting the decision to vary be referred to them, none of these conditions

preclude the Corporate Director agreeing the recommended extension and variation.

6.0 Equality Implications

6.1 Pursuant to s149 Equality Act 2010 (the “Public Sector Equality Duty”), the Council must, in the exercise of its functions, have due regard to the need to:

- (a) eliminate discrimination, harassment and victimisation and other conduct prohibited under the Act
- (b) advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it; and
- (c) foster good relations between persons who share a relevant protected characteristic and persons who do not share it,

6.2 The Public Sector Equality Duty covers the following nine protected characteristics: age, disability, marriage and civil partnership, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation.

6.3 Having due regard involves the need to enquire into whether and how a proposed decision disproportionately affects people with a protected characteristic and the need to consider taking steps to meet the needs of persons who share a protected characteristic that are different from the needs of persons who do not share it. This includes removing or minimising disadvantages suffered by persons who share a protected characteristic that are connected to that characteristic.

6.4 There is no prescribed manner in which the council must exercise its public sector equality duty but having an adequate evidence base for its decision is necessary.

6.5 The proposals in this report seek a variation and an extension of a current contract to provide public space monitoring. There is no proposed change to the contract requirements or the operation itself. The proposals in this report have been subject to screening and officers believe that there are no adverse equality implications.

7.0 Consultation with Ward Members and Stakeholders

7.1 There has been no consultation with Ward Members or stakeholders. Given the nature of the changes proposed, this is not deemed necessary.

8.0 Human Resources/Property Implications (if appropriate)

8.1 This service is currently provided by an external contractor and there are no implications for Council staff arising from the extension of the Contract.

9.0 Public Services (Social Value) Act 2012

9.1 The Council is under duty pursuant to the Public Services (Social Value) Act 2012 (“the Social Value Act”) to consider how services being procured might improve the economic, social and environmental well-being of its area; how, in conducting the procurement process, the Council might act with a view to securing that improvement; and whether the Council should undertake consultation. Whilst this report concerns a variation and extension to the Contract, Officers have nonetheless had regard to considerations contained in the Social Value Act in relation to the variation and extension.

Related documents:

Recordable Decision CCTV Extension 2023-2024

Report sign-off

Peter Gadsdon

Corporate Director Resident Services