



## NFCC-FMC-623 REGULATION 84 REPORT

Unique Reference Number and Contract title	Provision of National Decarbonisation Consultancy Services (Ref: NFCC-FMC-623)
84(a)	<p><b>Details of Contracting Authority</b></p> <p><b>Name of Contracting Authority:</b> National Fire Chiefs Council Limited ('client organisation'), acting as the Lead Contracting Authority on behalf of all Fire and Rescue Services ('additional client organisations') who shall be eligible to commission decarbonisation consultancy services under the umbrella contract in the form of individual work orders. The Contract shall be entered into for an initial term of two (2) years with an option to extend for a further period of one (1) year subject to the Contracting Authority's sole discretion.</p> <p><b>Address of Lead Contracting Authority:</b> National Fire Chiefs Council Limited, 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ</p> <p><b>Contract Subject-Matter:</b> The primary scope of the Contract is the design of a national decarbonisation operating model for Fire, whose purpose will be to ensure that the methodology in supporting Fire and Rescue Services to identify decarbonisation interventions, prioritise them and select appropriate funding routes, through to the procurement and engagement of local specialists and the practical delivery of decarbonisation infrastructure projects are all done in a joined-up, cohesive, informed and transparent manner.</p> <p>The establishment of a National Decarbonisation Programme Management Office ('PMO'), who will be responsible for the coordinating and monitoring all work orders and agreed deliverables, will also form part of the Contract.</p> <p>The Contract has been structured across three (3) service delivery tiers as follows:</p> <ul style="list-style-type: none"> <li>• Tier 1 - Energy data and carbon emissions analysis, decarbonisation planning, feasibility assessments, and modelling of decarbonisation and energy efficiency opportunities;</li> <li>• Tier 2 - End to end consultancy support in the preparation and submission of funding applications; and</li> <li>• Tier 3 - End to end consultancy support in the design and delivery of decarbonisation and energy efficiency infrastructure projects.</li> </ul> <p>In the interests of collaboration, aggregation and standardisation, which form key commercial priorities for the NFCC and the Home Office, other Bluelight organisations shall also be able to access the NFCC National Decarbonisation Programme, including but not limited to benefiting from the same commercial terms, schedules of rates and project management support and data reporting functions, by way of entering into the national agreed Call-off Contract directly with the Successful Tenderer.</p> <p><b>Contract Value:</b> The estimated Contract Value is £2,800,000.00 comprising of the following</p> <ul style="list-style-type: none"> <li>• Programme Management Office ('PMO') and central resourcing costs: £155,000 per annum; and</li> </ul>



	<ul style="list-style-type: none"> <li>Total <i>estimated</i> value of work orders to be entered into during the Contract term based on the pre-tender market engagement undertaken and the expressions of interest received from interested Fire and Rescue Services. The overall Contract Value shall be dependent upon the level of funding that additional client organisations will be able to secure during the contract term, thus directly impacting on the volume and extent of consultancy support which will be commissioned from the Successful Tenderer.</li> </ul> <p><b>Procedure:</b> Open Procedure for the purpose of awarding a contract via direct award under Lot 1 (Complete Service Solutions) of the Pagabo Professional Services in Construction and Premises Framework Agreement pursuant to Regulation 33 (Framework Agreements) of Part 2 (Rules Implementing the Public Contracts Directive), Chapter 2 (Rules on Public Contracts), Section 4 (Techniques and Instruments for Electronic and Aggregated Procurement) of the Public Contracts Regulations 2015 as amended (the 'Regulations').</p>
<b>84(b)</b>	<b>Results of qualitative selection and reduction (pursuant to Regulations 65 and 66)</b>
	Not applicable
<b>84(c)</b>	<b>Abnormally Low Tenders</b>
	No examination in accordance with Regulation 65 was required due to the fact that the Contract is procured via direct award in accordance with the published award procedures stipulated within the Pagabo Professional Services in Construction Framework Agreement documents.
<b>84(d)</b>	<b>Details of Successful Tenderer</b>
	<p><b>Name of Successful Tenderer:</b> Faithful+Gould Limited (Registered address: Woodcote Grove, Ashley Road, Epsom, Surrey, KT18 5BW)</p> <p><b>Name of Successful Tenderer's subcontractors:</b> Not applicable</p> <p><b>Reasons for selection:</b></p> <p>Following the completion of an extensive pre-tender engagement process, which entailed the publication of an engagement questionnaire to Fire and Rescue Services, in-depth deliberations with a multitude of key external stakeholders (namely Public Buying Organisations, multi-disciplinary consultancy companies and members of the wider Emergency Services community), as well as case studies and lessons learned obtained from Fire and Rescue Services who had previously submitted Central Government funding applications for decarbonisation projects, the National Fire Chiefs Council's FM &amp; Construction National Strategic Task and Finish Group (comprising procurement and estates professionals) approved the commissioning of a National Decarbonisation Consultancy Contract by way of a Direct Award to Faithful+Gould under Lot 1 (Complete Service Solutions) of the Pagabo Professional Services in Construction and Premises Framework Agreement.</p> <p>The key considerations of the FM &amp; Construction National Strategic Task and Finish Group, which formed the basis for selecting the optimum procurement route, were discussed at the Group's meeting dated 27<sup>th</sup> September 2022 as follows:</p> <ul style="list-style-type: none"> <li>The Home Office Fire Priorities include standardisation and collaboration amongst Fire and Rescue Services as well as between the Fire Sector and other Bluelight</li> </ul>



organisations, and the establishment of national strategies relating to the FM & Construction Category;

- Agreement amongst the members of the FM & Construction National Strategic Task and Finish Group that a seamless, coordinated and cohesive end to end consultancy approach is the optimum route. This would be materialised via the creation of a central repository of analytics, tools, guidance, documents and information, as well as via a centralised support to enable the Fire Sector to develop a pipeline of projects and work packages, which fully align and complement each other;
- An acknowledgement by the members of the FM & Construction National Strategic Task and Finish Group that the inclusion of Tier 3 (end to end consultancy support in the design and delivery of decarbonisation and energy efficiency projects) would inadvertently lead to the engagement of a Multi-Disciplinary consultancy company, who would and should be capable of leading on and managing the delivery of work packages across all three (3) Tiers, as well as managing the appointment and on-going management of any sub-consultants.

The aforementioned considerations led to the following conclusions:

- The members of the FM & Construction National Strategic Task and Finish Group acknowledged the complexities involved in undertaking a procurement process for the appointment of a consultancy contract that would need to satisfy Fire and Rescue Services who are currently at different stages of the Tier 1 to Tier 3 process and they have various resourcing, technical and budgetary requirements and which cannot be fully defined at this stage. This in itself would not only increase the complexity of any tender and specification documents, but it would also increase the risk associated with the delivery of a safe, fair and equitable procurement process;
- The members of the FM & Construction National Strategic Task and Finish Group also determined that the selected route to market should enable the creation of a genuine partnership between the Fire Sector and the appointed consultant, allowing for a joint approach to designing and delivering the services.

In light of the above, the members of the FM & Construction National Strategic Task and Finish Group made the **decision** that on this occasion, the key strategic drivers and inherent complexities can best be satisfied via a Direct Award through an existing Framework Agreement. On the basis that the Public Contracts Regulations 2015, as amended, do not permit direct award under a Dynamic Purchasing System, the use of an existing DPS was excluded as an option.

Following the conclusion of an in-depth key external stakeholder engagement, and taking the aforementioned considerations and conclusions into account, three (3) existing national Framework Agreements, allowing for direct award, were interrogated more closely and all detailed information obtained by the relevant Public Buying Organisations was issued to the members of the FM & Construction National Strategic Task and Finish Group on 8<sup>th</sup> October 2022 for the purpose of enabling a collective decision on the optimum Framework Agreement.

Following careful consideration of the advantages and disadvantages of the three (3) shortlisted Framework Agreements and upon receipt of external legal advice from the NFCC Procurement Hub's legal advisors (DLA Piper), the members of the FM & Construction National Strategic Task and Finish Group concluded at the Group's meeting dated 2<sup>nd</sup> November 2022 that the optimum procurement route is a Direct Award to Faithful+Gould



	<p>under Lot 1 of the Pagabo Professional Services in Construction and Premises Framework Agreement for the following reasons:</p> <ul style="list-style-type: none"> <li>• Faithful+Gould are one of the Salix Finance technical advisors in respect of the Low Carbon Skills Fund ('LCSF') and the Public Sector Decarbonisation Scheme ('PSDS');</li> <li>• Faithful+Gould's rates under the Pagabo Framework Agreement are very competitive when compared to other multi-disciplinary companies appointed under the other two (2) shortlisted Framework Agreements (not the lowest rates across the board but nonetheless competitive and subject to a maximum price ceiling thus enabling further negotiation dependent upon the volume of services to be commissioned) – it is worth noting that during negotiation of the schedule of rates to be applied under the Contract, Faithful+Gould offered additional discounts by way of waving the FY 2023/24 inflationary increases due under the Framework Agreement for period 1<sup>st</sup> April 2023 to 31<sup>st</sup> March 2024;</li> <li>• In comparison to the other two (2) shortlisted Framework Agreements, the maximum rates set under the Pagabo Framework Agreement are all-inclusive of Framework % levy and Overheads and Profit;</li> <li>• Lot 1 of the Pagabo Framework Agreement was the only single-supplier lot, thus making it the safest procurement route due to the fact that any risk of challenge from other consultants appointed to the same lot is fully mitigated. A single-supplier lot also satisfies the FM &amp; Construction National Strategic Task and Finish Group's decision to establish a genuine public/private sector partnership and design the decarbonisation operating model and services specification collaboratively with Faithful+Gould.</li> </ul>
<b>84(e)</b>	<b>Justification for the use of Regulation 26 (Competitive Procedure with Negotiation / Competitive Dialogue)</b>
	Not applicable
<b>84(f)</b>	<b>Justification for the use of Regulation 32 (Negotiated Procedure without prior publication)</b>
	Not applicable
<b>84(g)</b>	<b>Decision not to award</b>
	Not applicable.
<b>84(h)</b>	<b>Other Means of Communication</b>
	Not applicable
<b>84(i)</b>	<b>Conflicts of Interest</b>
	No Conflicts of Interest were identified in respect of those members of staff and/or representatives of the Lead Contracting Authority who were involved in the production and sign off procedure of the Call-off Contract.