



Mayor and Cabinet

Green Space Spaces Management & Maintenance Contract Procurement

Date: 24 January 2024

Key decision: Yes

Ward(s) affected: All Wards.

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Outline and recommendations

It is recommended that Mayor and Cabinet approve the procurement of a new 15-year Green Space Management and Maintenance Contract commencing 1 January 2025 and approve the award of contract provided that the contract sum does not exceed agreed budgets.

Delegate authority to Executive Director for Community Services (in consultation with Director of Law and Corporate Governance and the Director of Communities, Partnerships and Leisure) to select the preferred provider in accordance with the selection criteria and award criteria published in the tender documentation and agree and enter into the final form of contract.

Agree in principle to the disposal land as envisaged by this report and authorise ED Community Services in consultation with the Director of Law and Corporate Governance and Director of Communities, Partnerships and Leisure to advertise any disposal of open space as required by section 123(2A) Local Government Act 1972

Delegate authority to ED Community Services to consider and determine any objections made in response to any advert for the open space disposal in accordance with recommendation 2.3 above.

Subject to the responses to the advertisement above, and to compliance with best consideration requirements in section 123(2) Local Government Act, delegate authority to the ED Community Services in consultation with the Director for Law and Corporate Governance and Director of Communities, Partnerships and Leisure to agree lease terms and enter into a lease with the selected provider.

Timeline of engagement and decision-making

See Section 4 of this report for the detailed background to the recommendations set out in this report.

9/01/24 M&C Briefing

24/01/24 Approval to Procure Report presented to M&C for approval

Current contract extension: 2 November 2022 for 14 Months

Current contract expiry: 31st December 2024

01/04/24 Tender issued

16/08/24 Executive Director (or M&C) sign of Award Report

01/01/25 Contract mobilisation

1. Summary

- 1.1. This report seeks permission to procure a new Green Space Contract for a duration of 15 years, with 5-year break clauses, from 1 January 2025.
- 1.2. It provides a brief overview of the history of the current contractual arrangements and the work officers have undertaken to inform their recommendations to Mayor and Cabinet in relation to the procurement of a new contract.
- 1.3. This includes the scope of the specification and an indication of the potential cost of the new contract. Benchmark comparisons have been undertaken looking at the cost of similar services being delivered by other local authorities. This is to enable consideration of the potential budgetary impact of a new contract on the Council's overall budget position.

2. Recommendations

- 2.1 It is recommended that Mayor and Cabinet approve the procurement of a new 15-year Green Space Management and Maintenance Contract commencing 1 January 2025 and approve the award of contract provided that the contract sum is in line with agreed budgets.
- 2.2 Delegate authority to Executive Director for Community Services (in consultation with Director of Law and Corporate Governance and Director of Communities, Partnerships and Leisure) to select the preferred provider in accordance with the selection criteria and award criteria published in the tender documentation and agree and enter into the final form of contract.

- 2.3 Agree in principle to the disposal land as envisaged by this report and authorise ED Community Services in consultation with the Director of Law and Corporate Governance and Director of Communities, Partnerships and Leisure to advertise any disposal of open space as required by section 123(2A) Local Government Act 1972
- 2.4 Delegate authority to ED Community Services to consider and determine any objections made in response to any advert for the open space disposal in accordance with recommendation 2.3 above.
- 2.5 Subject to the responses to the advertisement above, and to compliance with best consideration requirements in section 123(2) Local Government Act, delegate authority to the ED Community Services in consultation with the Director for Law and Corporate Governance and Director of Communities, Partnerships and Leisure to agree lease terms and enter into a lease with the selected provider.

3. Policy Context

- 3.1. This report aligns with Lewisham's Corporate Priorities, as set out in the Council's [Corporate Strategy \(2022-2026\)](#):
 - Cleaner and Greener
 - A Strong Local Economy
 - Quality Housing
 - Children and Young People
 - Safer Communities
 - Open Lewisham
 - Health and Wellbeing
- 3.2. This report is closely aligned to the cleaner and greener priority. Everyone enjoys our green spaces, and benefits from a healthy environment as we work to protect and improve our local environment. A key aspect of this commitment is the preservation of our award-winning green spaces.

4. Background

- 4.1. On 4th November 2009, the Mayor and Cabinet agreed the recommendation to award a 10-year Green Space Management Contract to Glendale Grounds Management.
- 4.2. On 10th October 2019, Mayor and Cabinet agreed in principle to insource parks and open spaces services, they also agreed a formal contract extension of 20 months from 1st March 2020 until 31st October 2021.
- 4.3. On 10th March 2021, due to several factors related to the COVID-19 pandemic, Mayor and Cabinet agreed that the insourcing be paused, and the current contract extended for a further 24 months until 31st December 2024.

- 4.4. The Council set its medium-term financial plan in July 2022, in the recovery period of a global pandemic without the clarity or certainty on the levels of funding it can expect beyond March 2023. The assumptions in that report produced an assumed budget gap of £36m over the four-year period of 2023/24 to 2026/27, with a profile of £10m, £10m, £8m, and £7m in each year. The updated medium term financial plan will be presented to Mayor and Cabinet in February 2024.
- 4.5. On the 2 November 2022, due to the financial situation facing the Council, it was agreed that the current contract be extended a further 14 months until the 31 December 2024, and that the outsourced delivery model continued for the foreseeable future – see further details in section 5 below.

5. Assessment of the scope of a new contract

- 5.1. As set out above the current arrangements for the management and maintenance of the borough's parks and open spaces have been in place since 2000. During this time, the service has performed extremely well with Lewisham assessed as having the best parks in the capital for three of the past six years as assessed by the Good Parks for London report. Lewisham has never been out of the top three positions and is the highest scoring borough across the period.
- 5.2. The service topped the satisfaction list in the 2021 Lewisham Residents' Survey. Overall, the current model of delivery is achieving high quality results across all aspects of the services and there are no concerns regarding the partnership approach taken. Any potential drop in the quality of service will be identified via the agreed monitoring processes and managed via the robust default mechanisms.
- 5.3. The current Green Space contract is a combined management and maintenance contract. There is a legal transfer of the assets and risks to the contractor who indemnifies the council for associated health and safety liabilities that arise from the management of the infrastructure for the duration of the contract.
- 5.4. The following services have been included within the scope of the contract:
 - Grounds and Ecological Management
 - Environmental Maintenance
 - Serviced facilities e.g. parks buildings and depots
 - Maintenance of park furniture and sports equipment
 - Playground Inspection repair and maintenance
 - Waterplay and Water Features
 - Infrastructure maintenance
 - Keepers/Patrols/Locking/Unlocking of Parks
 - Events and Activities
 - Sports & Sports Development
 - Marketing and Development
 - Customer Care

- 5.5. A grounds maintenance only service is provided at other locations at the cost of the respective services where appropriate, these include:
- Closed churchyards
 - Car Parks
 - Homeless Person's Accommodation (Lewisham Housing Service Hostels)
 - The Corporate Estate, including Laurence House and the Civic Suite
 - Two School Playing Fields (Elm Lane and Whitefoot Lane)
- 5.6. The Mayor and Cabinet in November 2022 agreed that the current contract be extended by a further 14 months until the 31st of December 2024. This would enable a continuity of service and allow for the preparation for a full open procurement process. A new contract is required to be in place from 1 January 2025.
- 5.7. This agreed recommendation put before Mayor and Cabinet was informed by detailed financial modelling of an insourced service. This work was undertaken by FMG Consulting. The financial modelling has been reviewed and the principles upon which it was based remain sound, ergo the decision to return to the market remains sound.
- 5.8. FMG's financial modelling revealed that there would be a considerable increase in costs to the Council should the decision have been to insource the service. It was recommended that we continue with the current delivery model for the foreseeable future.

<https://councilmeetings.lewisham.gov.uk/documents/s103537/Parks%20and%20Open%20spaces%20-%20FINAL.pdf>

<https://councilmeetings.lewisham.gov.uk/documents/s103538/Appendix%201%20-%20Lewisham%20Parks%20Open%20Spaces%20Insourcing%20-%20Financial%20Modelli...pdf>

- 5.9. The legal transfer of assets and risk facilitated by the current contract has contributed to the delivery of a high-quality service. The contractor is given a high degree of ownership and accountability for the service outcomes. It is therefore in their interests to ensure that the parks fabric, buildings, and wider estate are well maintained, to minimise their exposure to risk.
- 5.10. It is recommended that the new Green Space Contract is let for a period of 15-years with an inbuilt 5 yearly review mechanism with a break clause option.
- 5.11. A 15-year contract is predicated on the view that this option will offer several advantages for the Council as well as the contractors.
- 5.12. Longer-term contracts are beneficial to us for the following reasons:
- **Stability and Predictability:** Longer contracts provide contractors with a greater sense of stability and predictability. They offer a longer-term commitment from the partner organisation, reducing the uncertainty

associated with shorter contracts. This stability allows contractors to plan their resources, invest in their business, and make long-term strategic decisions.

- **Financial Security:** Longer contracts typically provide contractors with a more stable income stream over an extended period. They can rely on a consistent flow of work and income. This financial security enables them to better manage their finances, pay employees or sub-contractors, and invest in their professional development.
- **Relationship Building:** Longer contracts allow contractors to develop stronger relationships with the client and its staff. They have more time to understand the organisation's culture, values, and objectives, which can lead to greater collaboration and improved communication. Building strong relationships can enhance the contractor's reputation and increase the likelihood of future contract extensions or new opportunities within the organisation.
- **Efficiency and Effectiveness:** Longer contracts give contractors the opportunity to become more familiar with the client's processes, and requirements. As they gain experience and institutional knowledge, they can become more efficient and effective in delivering their services. This can result in higher-quality work, improved productivity, and cost savings for the organisation.
- **Skill Development and Career Growth:** Longer contracts provide contractors with a platform to develop their skills and expertise. They can dedicate more time to learning and improving their capabilities. This professional growth can enhance their reputation, increase their competitiveness in the market, and open other opportunities.
- **Reduced Administrative Burden:** Longer contracts mean fewer administrative tasks associated with contract bidding, negotiation, and mobilisation.

5.13. It is important to note that while longer contracts offer benefits such as those set out above, they also present potential risks. When it comes to longer-term public service contracts, there are several risks that clients may encounter.

5.14. Understanding these risks is crucial for effective contract management. Some of the common risks and potential mitigation strategies, many of which are present in the current Green Space Contract, are set out in the following sections:

- Dependency on a single provider for an extended period can pose risks such as limited competition, reduced innovation, and potential disruptions if the provider fails to deliver
- Contract requirements, public service needs, and technology evolve over time. Risks associated with this include services becoming outdated, lack of flexibility, and the inability to adapt to emerging trends
- Longer-term contracts may have financial and budgetary constraints. Risks include cost overruns, unexpected expenses, inadequate budget planning and reduced flexibility to make significant alterations to the contract sum.

- 5.15. Officers have considered the above and believe that risk can be mitigated by:
- Including clauses in the contract that allow for periodic reviews and updates. The 5 yearly review mechanism would allow scope to flex around changing requirements and technological advancements.
 - Continuing with the robust performance monitoring mechanisms with clear indicators and benchmarks.
 - Building in provisions for innovation, research, and development, to ensure the services remain up to date.
 - Stipulating clear protocols for communication and collaboration between the client and the service provider to address any emerging needs or changes.
- 5.16. Officers have considered shorter term contracts of 5 years but believe this option is sub-optimal. This is because of the character and complexity of managing a dynamic asset, that requires long term planning and investment. The potential financial and organisational risks and cost associated with a short-term approach presents a significant risk.
- 5.17. Consideration has been given to what should and what should not be included in the scope of the new contract. After a thorough review a decision was taken that the contract should remain fundamentally the same as the current contract. This is set out in the table below:

Within the scope of the proposed Contract	Outside of the scope of the proposed Contract
Parks	Beckenham Place Park
Highways Enclosures	Nature Conservation Sites
Car Parks	Lewisham Housing Services Hostels (tbc)
CYP (Children & Young People) Playing Fields: <ul style="list-style-type: none"> • Elm Lane • Whitefoot Lane 	Cemeteries & Crematorium Grounds
Warren Ave Playing Fields	
Corporate Estate: <ul style="list-style-type: none"> • Laurence House • Civic Suite • Ladywell Day Centre • 45 Bromley Road (Hollydale) 	
Sports Development Leisure Centre Ground Maintenance	

- 5.18. All items listed as ‘Within the scope of the proposed contract’ in the table above are included in the current contract and have benefitted from high quality service provision that the contract has delivered. Therefore, there is no reason to change the arrangement.
- 5.19. Officers have considered the locations listed in the table above as ‘Outside of the scope of the proposed contract’ for the following reasons:
- 5.20. Beckenham Place Park could be considered Lewisham’s principal park. It is a

prestigious asset that is currently managed by an in-house parks team and has benefitted from considerable internal and external investment over the last 5 years. Officers consider that it is the only Lewisham park that is of sufficient size and ecological interest to be appropriately managed as a standalone, financially sustainable country park type location. There are currently several leases in place between the Council and the businesses that operate within the park. The leases have a considerable number of years to run and will generate a steady stream of income. The income generated from the leases along with the income generated from large and small events and car parking, currently contribute to the ongoing costs of management and maintenance of the park. At this moment in time the best option is to not include Beckenham Place Park within the scope of the new Green Space Contract.

- 5.21. The Council's 16 nature conservation sites should also remain outside of the scope of the new Contract. This is because they require careful, specialist, and iterative management that is sensitive to the protected species and habitats present at those sites. Officers consider that this work should be delivered by a specialist contractor with the close oversight of the Ecological Regeneration Manager.
- 5.22. We will have the option for the conservation sites to be varied into the Green Space Contract should there be issues with obtaining a specialist contractor or with affordability. If this were considered necessary, to maintain the standards required, it would be done on the proviso that the successful contractor employs a suitably competent persons for this specialist work.
- 5.23. Lewisham Housing Services Hostels and other HRA funded areas of grounds maintenance should be delivered outside of the scope of the new Contract. These sites currently make up a small part of the current Green Space Contract. They are a remnant of the housing stock that was excluded when Lewisham Homes insourced the housing grounds maintenance service. The cost of this work is currently met via a recharge to the HRA (Housing Revenue Account).
- 5.24. The exclusion of Hostels is subject to final confirmation but would offer the potential for Lewisham Housing Services to provide direct management of the service via their existing in-house grounds maintenance teams. This would allow them to better engage with residents within the hostels on the quality of the services that they receive.
- 5.25. Bereavement Services Sites, in consultation with the Head of Bereavement Services, it was agreed that the management and maintenance of Lewisham's cemeteries and crematorium grounds should not be included within the scope of the new Green Space Contract as the inclusion presents potential reputational risks.
- 5.26. The risks arise from the nature of some of the sensitive operations unique to cemeteries. There is the view that an externalised service at these locations will present additional challenges in meeting the corporate need for responsive, flexible, and sensitive provision, given some of the operational issues that can arise.
- 5.27. There is a likelihood that a decision to outsource this service as part of the new

contract will create a two-tier work force. Transferring staff from the Council would remain on more favourable terms and conditions compared to the staff employed by a successful contractor. However, if at a future date the Council wish to incorporate these sites within the new contract, then all, or part, could be varied in.

- 5.28. All income generated from events and concession in our parks and open spaces included within the current contract go directly to Glendale our incumbent Contractor (except for a share of a large music festival held at Blackheath). This allows the contractor to financially benefit from the hosting and management of events, and the letting of concessions. The theory is that the income generated by the contractor via events and concessions should reduce the global contract sum payable by the Council.
- 5.29. A range of specialisms are required to support successful events and concessions contracts. The successful contractor would be expected to set out in their business plan how they intended to deliver this aspect of the services and how they will generate revenues from those activities. The events plan will be reviewed on an annual basis to ensure that it reflects the Council's wider calendar for the arts and cultural life of the borough.
- 5.30. Officers have considered a risk / reward sharing arrangement and think this should be considered rather than replicating the current contract model. This would see the Council receive an agreed percentage of revenue generated from events and concessions.
- 5.31. Any income generation to the Council needs to be balanced against the risks involved. Risks include future pandemics or being drawn in to both legal and operational issues with event organisers and/or concessionaires.
- 5.32. If it is decided that we proceed with a shared risk/reward arrangement, we will leave it to bidders to set out within a Method Statement how they propose to do this. The client team will evaluate ongoing performance throughout the life of the contract to ensure that the specification and the Method statement are being met.
- 5.33. A long-term business plan will be required for any new contractor and/or for the Council depending on the decision of where these services sit. Significant up-front investment and plans for ongoing revenue expenditure would be required so that opportunities are effectively advertised and marketed.

6. Procurement Options Considered

- 6.1. There are a wide number of grounds maintenance frameworks. The requirement for the Green Space Spaces Management & Maintenance Contract would not be covered by one single framework, multiple frameworks and lots would be required. The duration would be far less 15 years. This would result in several separate contracts that would all require monitoring and further procurement. This

route would involve officers managing multiple contracts. Therefore, this is not the recommended route.

- 6.2. It is recommended that an open tender exercise be conducted. This will follow on from Market engagement and Market warming event. This is a niche market with fewer suppliers therefore a 2-stage process would not be suitable.
- 6.3. The Green Spaces team will develop the contract specifications, pricing details, and evaluation criteria. Lewisham Council's Procurement team and Legal team will review and approve these documents.
- 6.4. The tender weightings are 45% price, 45% quality, and 10% social value. The evaluation will involve the Compliance Manager and compliance team members.
- 6.7. Invitations to tender will be sent using Council templates via Proactis.

7. Financial implications

- 7.1. The cost of the 2023/24 Grounds Maintenance contract is being met from the Parks and Open Spaces Service budget within the Communities Directorate. As part of budget setting for 2024/25 the expected cost of the existing contract for the remaining 9 months has been considered.
- 7.2. The council has an annual budget setting process, the contract sum for the new service commencing 1st January 2025 will be considered as part of budget setting for 2025/26 and onwards as well as any inflationary increases over the life of the contract.

8. Legal implications

Approval to Procure

- 8.1. The report seeks approval to procure an external service provider for the Green Space Management and Maintenance Contract. Given the potential spend on this contract (at a length of 15 years) this contract would be categorised by Contract Procedure Rules as a "Category A" contract. The report sets out the other options considered and explains why this is the recommended option.
- 8.2. Assuming that Mayor and Cabinet accepts the recommendation to procure a service provider, the Contract Procedure Rules ("CPR") place requirements on how that should happen. The CPR require that when letting contracts steps must be taken to secure value for money through a combination of cost, quality and competition, and that competitive tenders or quotations must be sought depending on the size and nature of the contract (Rule 5). The requirements of the CPR would be satisfied by use of an open tender procedure. As a Category A contract, it would be for Mayor and Cabinet to take a decision on the award of any contract. Given the potential spend on this contract the Public Contracts

Regulations 2015 as amended by the Public Procurement (Amendment etc) (EU Exit) Regulations (“the Regulations”) will apply and must be complied with.

Approval to Award

- 8.3. This report proposes that Mayor and Cabinet approve the award of a contract for Green Space Management and Maintenance. This report further proposes that Mayor and Cabinet instruct the Executive Director for Community Services in consultation with the Director of Communities, Partnerships and Leisure and the Director of Law and Corporate Governance to give effect to this decision by applying the selection criteria to determine and enter into contract with the preferred service provider.
- 8.4. The decision to award the contract contained in this report is a Key Decision under the Constitution as it has a value of more than £700,000. It is therefore required to be contained in the current Key Decision Plan and the Council's Key Decision procedure must be followed.
- 8.5. Provided that the final contract value is in line with agreed budgets and the preferred contractor is selected in accordance with the selection criteria published in the tender documentation, then the selection by Executive Director for Community Services of the preferred service provider in accordance with Mayor and Cabinet's direction will not be a Key Decision. For audit purposes a written record should be kept setting out how the selection process has been applied and the preferred service provider selected, and officers from Legal Services should be consulted as necessary throughout the selection and award process.
- 8.6. It is envisaged that a lease or leases will be entered into with the selected provider. The Council may dispose of its land provided it complies with section 123 Local Government Act 1972 including, where a lease is granted for more than a 7 year term, obtaining the best consideration for the lease that is reasonably obtainable and, where the lease is of open space, complying with the publication and consultation requirements set out in section 123(2A).

9. Risk Implications

- 9.1. This is a complex, high value contract. It is reliant on well-designed documentation that requires multiple internal and external inputs and consultees. Ensuring that there is enough resource provision to check that all elements are correct, of sufficient detail and quality can be challenging to predict and negotiate.
- 9.2. Not all liabilities are included in the scope of the current or the proposed contract. 'Closed churchyards' are an example where the liability for infrastructure maintenance, remains with the Local Authority. The contractor is only responsible for grounds maintenance. They will not be responsible for walls, gates, fences, and pathways, many of which are historic and require specialist consideration.

9.3. The Council's current financial position and affordability of the tender returns present a risk. Also, the possibility of future cuts and/or of income projections not being achieved. (We will be in a better position to mitigate against these risks after conducting an independent cost assessment and market research exercise.)

9.4. Failure of the new contractor to deliver the same quality to that of the current Green Space Contract or on priorities set out in the Corporate Plan. This may result in negative public perception and dissatisfaction, a loss of trust that has been built up over many years. Public dissatisfaction could result in negative media attention.

8.5. ~~OBJ~~The mitigation steps that will be taken to reduce risk are as follows:

Risk	Mitigation
Procurement timeline slippage	Mitigation for these risks started early with ongoing discussion between all the relative parties, definition of roles and responsibilities, communication of timescales, realistic assessment of the work and standard of input required and by whom. Attentive monitoring of the staged process, understanding of the tolerances and early identification of issues as required.
Affordability	Fixing the maximum tender price will mean that a greater emphasis can be placed on evaluating the quality elements of the tender. This might have some advantages in a highly competitive industry, where there are only a few companies that are set up to undertake a large and complex contract of this type. Historically the partnership approach characterised by this contract has allowed for negotiated reduction in the level of services in response to financial pressures faced by the Council.
Performance issues	Replication of the robust quality assurance and monitoring processes that are built into the current contract. Proactive communication with elected members and key stakeholders during the re-tendering process and establishment of the new contract.

10. Equalities implications

10.1. A full Equalities Assessment Analysis (EAA) has been completed in relation to the procurement of this service. See Appendix A

11. Climate change and environmental implications

- 11.1. The Council's Environmental objectives are addressed in the current Parks and Grounds Maintenance contract specification and will form part of the assessment criteria for the award of the new contract.

12. Crime and disorder implications

- 12.1. Failure to maintain the Councils parks and open spaces could lead to overgrown shrubbery and hedgerows blocking clear sight lines and adding to both the opportunity for crime to be committed and the fear of crime in general.

13. Health and wellbeing implications

- 13.1. Health and wellbeing implications are enormous and cannot be overstated. Well maintained parks and open spaces are critical to the health and wellbeing of Lewisham residents. Studies have shown that every pound invested in parks drives health and wellbeing benefits valued at a factor greater than 25:1 in terms of preventative mental and physical health.
- 13.2. We know that the direct cost of physical inactivity to the NHS is more than £1.06 billion. Mental illness costs the UK (United Kingdom) economy 110 billion £ per year and that if no specific policies are employed to address prevention and/or early intervention, then the cost of health care according to the World Health Organisation is projected to double by 2050.

14. Social Value implications

- 14.1. The contract specification and evaluation process will ensure that the successful contractor will assist the Council delivering its policy objectives related to creating greater Social Value from all its contracts. Bidders will be expected to set out their approach to this within the relevant Method Statement and scored against the evaluation criteria accordingly.
- 14.2. It is expected that the successful contractor will pay the London Living Wage (LLW).

15. Background papers

- 15.1. Report to Mayor and Cabinet 2 November 2022
<https://councilmeetings.lewisham.gov.uk/documents/s103537/Parks%20and%20Open%20spaces%20-%20FINAL.pdf>
- 15.2. Lewisham Parks & Open Spaces Insourcing - Financial Modelling completed by FMG consulting
<https://councilmeetings.lewisham.gov.uk/documents/s103538/Appendix%201%20-%20Lewisham%20Parks%20Open%20Spaces%20Insourcing%20-%20Financial%20Modelli...pdf>

16. Glossary

Term	Definition
Break Clauses	Stipulated points within the contract duration where either party can terminate the contract prematurely.
Scope of Specification	The detailed description of the work, services, or goods to be provided under the contract.
Benchmark Comparisons	Evaluation of costs and performance against similar services provided by other entities to assess competitiveness and value
Budgetary Impact	The effect of the new contract on the overall financial position of the Council.
Insourcing	Bringing services or operations that were previously outsourced back in-house.
Financial Modelling	The process of creating a representation of the Council's financial situation and potential outcomes.
Inbuilt Review Mechanism	A provision in the contract allowing for periodic assessments or evaluations.
Risk Mitigation	Strategies to minimize or manage potential risks associated with the contract.
Tender Documentation	Official documents provided to potential bidders outlining the requirements and terms of the contract.
Legal Transfer of Assets and Risks	The shift of ownership and responsibility for assets and associated risks from the Council to the contractor.
Market Engagement	Interaction with potential suppliers to gather information and assess market conditions before initiating the procurement process.
Two-Stage Process	A procurement approach involving initial engagement followed by a formal tendering process
Social Value	The broader benefits and positive impacts a contract can bring to the community and society.
London Living Wage (LLW)	The hourly wage rate considered the minimum required to maintain a basic standard of living in London.
Method Statement	A document outlining how a contractor intends to approach and carry out specific aspects of the contract.

Term	Definition
Proactis	A platform or system used for electronic procurement and sourcing.
Equalities Assessment Analysis (EAA)	An evaluation of the potential impact of the contract on equality and diversity.
Association of Public Sector Excellence (APSE)	An organization providing support and advice to public service organizations.
FMG Consulting	A consulting firm involved in financial modelling and analysis for the Council.
Bill of Quantities (BoQs)	A document detailing the quantity and type of work, goods, or services required in the contract.
State of the Market Report	An analysis of the current conditions and trends in the relevant industry or market.
Compliance Team	A group responsible for ensuring that the contract complies with legal and regulatory requirements.

17. Report author(s) and contact

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- 17.3. Comments for and on behalf of the Executive Director for Corporate Resources provided by Yusuf o Shaibu, Strategic Finance Business Partner (Community Services)
- 17.4. Comments for and on behalf of the Director of Law and Corporate Governance provided by Mia Agnew, Senior Contract Lawyer

18. Appendices

- 18.1. *Appendix A Equalities Analysis Assessment*