

REQUEST FOR DEPUTY MAYOR FOR FIRE AND RESILIENCE DECISION – DMFD229

Title: Procurement of Hardware Break/Fix Contract

Executive summary:

This report requests the approval of the Deputy Mayor for Fire and Resilience to authorise the London Fire Commissioner (LFC) to commit revenue expenditure up to an amount set out in Part Two of this report for the purposes of procuring a replacement Information and Communication Technology (ICT) hardware break/fix service.

The current contract to provide this service to the LFC expires in September 2024 and is essential to the ongoing support and maintenance of a large number of ICT systems in use across the organisation.

The London Fire Commissioner Governance Direction 2018 sets out a requirement for the London Fire 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...”.

Decision:

That the Deputy Mayor for Fire and Resilience authorises the London Fire Commissioner to commit revenue expenditure up to an amount stated in Part Two of the report for the procurement of the replacement ICT hardware break/fix service.

Deputy Mayor for Fire and Resilience

I confirm that I do not have any disclosable pecuniary interests in the proposed decision.

The above request has my approval.

Signature:



Date:

05/02/2024

PART I – NON-CONFIDENTIAL FACTS AND ADVICE TO THE DEPUTY MAYOR

Decision required – supporting report

1. Introduction and background

- 1.1. Report LFC-23-119 to the London Fire Commissioner explains that the LFC provides first and second level support to all London Fire Brigade (LFB) users via an in-house Information and Communication Technology (ICT) Service Desk staffed between 08.30–17.30 Monday to Friday, excluding Bank Holidays. Outside of these hours first level support is provided by the ICT Operational Support Team (known as *'The Bridge'*).
- 1.2. First level support is provided by LFB's ICT Service Desk who will log all incidents¹ onto a Service Management System (SMS). Having identified the fault (which may be software or hardware), the ICT Service Desk will pass incidents to the appropriate resolving agent (support team) for a fix to be undertaken or a replacement to be provided, (using product warranty where available) within the prescribed service level.
- 1.3. All hardware faults are currently resolved under a contract with SCC (UK) Limited, an external company. This includes server, network, desktop and mobile devices. The contract is underpinned by service level agreements that ensure faults are rectified within prescribed timelines and services restored at the earliest opportunity.
- 1.4. In addition, the number of devices being supported has increased. This has been largely in response to hybrid working and increased demand for ICT equipment in general.

2. Objectives and expected outcomes

- 2.1 The objective of this report is to secure authorisation to enter into a new contract for the provision of hardware break/fix services (desktop, server, network, printing and audiovisual [AV] services), when the existing contract comes to an end in September 2024.
- 2.2 The new contract will be for up to five years. This will consist of an initial three-year contract and the ability to extend the contract length by up to a further two years, in one-year increments (three + one + one). A six month notice to terminate clause which will allow LFC to break the contract early where required.
- 2.3 Since the existing contract was let, the scope of devices supported has increased significantly. For example, the LFC now extensively uses AV conferencing devices throughout the LFC estate (including all Fire Stations) and most printers in use have now been replaced by multi-function devices (MFDs).³
- 2.4 The scope of the new contract will need to include hardware break/fix services for the following categories of equipment and provide options for additional services as set out below:
 - Hardware maintenance for ICT desktop equipment at all locations.
 - Hardware maintenance for mobile equipment (laptops and tablets), although these devices are predominantly under warranty or on extended support from the manufacturer. This 'mobile equipment' does not include mobile phones, which are covered under different arrangements.
 - Hardware maintenance for tape backup libraries and associated infrastructure.

¹ Incident – In this case refers to an ICT system or device not performing in the expected manner – (a fault) and should not be confused with LFC operational incidents.

- Hardware maintenance for network equipment, including hubs, switches, routers, cards and power supplies.
- Installations, moves and upgrades including the installation of additional devices, the removal and re-location of equipment in connection with office relocations and the upgrade of existing equipment to meet changing requirements. Installations may include the building of devices using standard builds provided by the LFC and the racking and decommissioning of servers as required. Connection to relevant network device(s) is also required.
- Hardware support for AV conferencing devices and associated peripherals.
- Maintenance of MFD devices across all LFC locations.

2.5 In addition to the categories of equipment listed above, the contract will also need to provide scope for a range of additional services that ICT will require in order to provide an adequate level of support to LFC systems and staff. Examples of such services include:

- Services to deliver equipment to LFC office locations and staff home addresses.
- Services to dispose of equipment (in line with relevant environmental regulations).
- Specialist engineering services.

2.6 The outcome of this procurement will be that ICT systems in use by the LFC in support of both front line and back-office systems, will be subject to an effective support and maintenance regime, underpinned by service level agreements between the chosen supplier and the LFC.²

3. Equality comments

- 3.1 The LFC and the Deputy Mayor for Fire and Resilience are required to have due regard to the Public Sector Equality Duty (section 149 of the Equality Act 2010) when taking decisions. This in broad terms involves understanding the potential impact of policy and decisions on different people, taking this into account and then evidencing how decisions were reached.
- 3.2 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.
- 3.3 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.
- 3.4 The Public Sector Equality Duty requires decision-takers in the exercise of all their functions, to have due regard to the need to:
- eliminate discrimination, harassment and victimisation and other prohibited conduct.
 - advance equality of opportunity between people who share a relevant protected characteristic and persons who do not share it.
 - foster good relations between people who share a relevant protected characteristic and persons who do not share it.

³ Multi-function devices consist of a combined printer, scanner and photocopier and are accessed via a swipe card.

² Service level agreement – a formal agreement (normally part of a contract) between supplier and customer that defines expected fault resolution times (i.e. four or eight hour fix).

- 3.5 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:
- remove or minimise disadvantages suffered by persons who share a relevant protected characteristic where those disadvantages are connected to that characteristic.
 - 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.
 - 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.
- 3.6 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.
- 3.7 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:
- tackle prejudice
 - promote understanding.
- 3.8 An equalities impact assessment has not been carried out for this procurement. The support and maintenance agreement should be transparent to users and is a like-for-like replacement of the current contract.

4. Other considerations

Sustainability comments

- 4.1 Considering that this contract is essential to the on-going support and maintenance of a large number of ICT systems, the provision for hardware break/fix service will need to be aligned with the LFB policy for hazardous waste disposal procedures. LFB's Procedure Note 643 provides guidance for the appropriate storage and removal of hazardous waste from all Brigade premises, which includes ICT systems and other Waste Electrical and Electronic Equipment. Adherence to these procedures is fundamental to ensuring sustainability across the organisation.
- 4.2 LFB is responsible for ensuring that all hazardous waste streams are disposed of responsibly, using the appropriate schemes in place. Under the retailer and distributor responsibilities, they must offer to take back waste of the same type as the items they sell unless they are exempt by joining the Distributor Takeback Scheme. In order to ensure the best scheme available is used to dispose of ICT systems, the procurement activity for a hardware break/fix service will need to verify the take back options with the current ICT system provider.

Procurement comments

- 4.3 A number of frameworks have been considered to tender this requirement, and a decision has been made to utilise the Crown Commercial Service framework – Technology Products & Associated Services 2. This framework offers suitable terms and conditions, competitive rates and has suitably experienced, capable suppliers. The hardware and services lot has 34 suppliers and so will ensure the most competitive process out of the frameworks available.

Collaboration with the GLA

- 4.4 Collaboration with the GLA Group has been explored and no collaborative contract is currently available for this service. It is also not possible to run a joint tender as the contract expiry dates for other GLA members do not align with LFB's where a new contract is required by September 2024. A notice has also been issued to NFCC members and there are currently no opportunities for collaboration.

Conflicts of interest

- 4.5 There are no conflicts of interest to declare from those involved in the drafting or clearance of this decision.

5. Financial comments

- 5.1 The LFC has an existing contract for the provision of ICT hardware break/fix services to the LFC which comes to an end in September 2024. The existing contract is funded through departmental revenue budget under ICT, Corporate Services.
- 5.2 This report seeks authority for the necessary expenditure to procure a replacement hardware break/fix contract for five-year period. The maximum expenditure would be for and up to the amount set out in Part Two of the report.
- 5.3 Funding for the existing service provision is expected to cover the full cost of the new contract – as outlined in Part Two of the report – with no additional funding requirement over the length of the new contract.

6. Legal comments

- 6.1 Under section 9 of the Policing and Crime Act 2017, the London Fire Commissioner (the "LFC") is established as a corporation sole with the Mayor appointing the occupant of that office. Under section 327D of the GLA Act 1999, as amended by the Policing and Crime Act 2017, the Mayor may issue to the LFC specific or general directions as to the manner in which the holder of that office is to exercise his or her functions.
- 6.2 By direction dated 1 April 2018, the Mayor set out those matters, for which the LFC would require the prior approval of either the Mayor or the Deputy Mayor for Fire and Resilience (the "Deputy Mayor").
- 6.3 Paragraph (b) of Part 2 of the direction requires the LFC 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...". The decision to procure replacement hardware break/fix service for the value set out Part 2 which exceeds the financial threshold referred to above will therefore require approval from the Deputy Mayor.
- 6.4 The proposed recommendation is also for the LFC to delegate authority to the Assistant Director of Procurement and Commercial to make final award of contracts, which is permitted under Part 4 of the LFC's Scheme of Governance.
- 6.5 The statutory basis for the actions proposed in this report is provided by sections 7 and 5A of the Fire and Rescue Services Act 2004 ("FRSA 2004"). Section 7 (2)(a) FRSA 2004 the LFC has the power to secure the provision of personnel, services and equipment necessary to efficiently meet all normal requirements for firefighting. Section 5A also allows the LFC to do anything incidental or indirectly incidental to its functional purposes.

- 6.6 The report confirms procurement of replacement hardware break/fix service described in this report will be procured via a call-off framework, which is permitted under the Public Contract Regulations 2015. All procurement activity is undertaken in accordance with the LFC's Procurement Standing Orders contained in the Scheme of Governance.
- 6.7 These comments have been adopted from those provided by the LFC's General Counsel Department in report LFC-23-119 to the LFC.

Appendices and supporting papers:

Part 1 - Appendix 1 –London Fire Commissioner report: LFC-23-119 – Procurement of Hardware Break/Fix Contract

Public access to information

Information in this form (Part 1) is subject to the Freedom of Information Act 2000 (FOI Act) and will be made available on the GLA website within one working day of approval.

If immediate publication risks compromising the implementation of the decision (for example, to complete a procurement process), it can be deferred until a specific date. Deferral periods should be kept to the shortest length strictly necessary. **Note:** This form (Part 1) will either be published within one working day after approval or on the defer date.

Part 1 Deferral:

Is the publication of Part 1 of this approval to be deferred? NO

Part 2 Confidentiality: Only the facts or advice considered to be exempt from disclosure under the FOI Act should be in the separate Part 2 form, together with the legal rationale for non-publication.

Is there a part 2 form – YES

ORIGINATING OFFICER DECLARATION:

Drafting officer to confirm the following (✓)

Drafting officer

Richard Berry has drafted this report with input from the LFC and in accordance with GLA procedures and confirms the following:

✓

Assistant Director/Head of Service

Niran Mothada has reviewed the documentation and is satisfied for it to be referred to the Deputy Mayor for Fire and Resilience for approval.

✓

Advice

The Finance and Legal teams have commented on this proposal.

✓

Corporate Investment Board

A summary of this decision was reviewed by the Corporate Investment Board on 5 February 2024.

✓

INTERIM CHIEF FINANCE OFFICER:

I confirm that financial and legal implications have been appropriately considered in the preparation of this report.

Signature:



Date:

05/02/2024