

**DMPC Decision – PCD1535****Title:** [Fingerprint Xchange](#)**Executive Summary:**

This paper seeks the approval to proceed with the procurement of an IT solution to deliver an end-to-end digital workflow for crime scene fingerprints. This includes the upload, transfer, analysis, search, comparison, verification, docket management, closure and deletion of fingerprint submissions to the Fingerprint Bureau.

**Recommendation:**

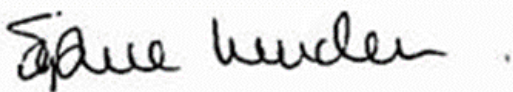
The Deputy Mayor for Policing and Crime is recommended:

1. To approve the direct award of a contract for Police Digital Services (PDS) Xchange as a SaaS solution to PDS with a total contract value of £3,500,000 and a term of two years with three optional one-year extensions.
2. To approve a total budget of £3,295,760 for Years 1 to 5 for the Fingerprint Xchange programme. The £204,240 gap will be funded by retaining vacancies across a number of non-digital roles.
3. To note that there will be a review at the end of Year 2, after which a decision will be made around the contract extension, subject to available funding.

**Deputy Mayor for Policing and Crime**

I confirm I have considered whether or not I have any personal or prejudicial interest in this matter and take the proposed decision in compliance with the Code of Conduct. Any such interests are recorded below.

The above request has my approval.

**Signature****Date**

09/11/2023

## **PART I - NON-CONFIDENTIAL FACTS AND ADVICE TO THE DMPC**

### **1. Introduction and background**

- 1.1. The MPS Fingerprint Bureau dates back to 1901 and is one of the oldest Fingerprint Bureaux in the world. The Bureau carries out expert comparisons of unknown fingermarks deposited at a scene of crime with fingerprints from known persons.
- 1.2. Currently Fingerprint Examiners follow a process that relies solely on paper documents being transferred manually between departments, travelling from crime scene to Bureau. This can take several days. Preparing the fingermark for comparison requires printing and/or scanning which results in a degradation of the quality and visible detail of the fingermark recovered. The Bureau wants to embrace new technology to digitalise and transform the current way of working.
- 1.3. The Fingerprint capability hosted on the Xchange Cloud Platform, is now being offered as a service to the MPS and wider policing by Police Digital Service (PDS). It was designed and developed by Subject Matter Experts from within the MPS and other forces. It is currently unique in the software market, as it is bespoke to policing and there are no commercial competitors that offer all of the different components as a single IT software solution.
- 1.4. The National Police Chiefs' Council (NPCC) agreed in 2022 to adopt PDS Xchange pending the cost and charging mechanism. The NPCC Finance Committee in March recommended a national split of the costs of the platform and capability utilising National Revenue Expenditure (NRE).
- 1.5. The procurement of Xchange is an example of 'setting the Met up to succeed'. The Xchange system and a digital workflow will make it easier for our forensic practitioners on the frontline, in Imaging and the Bureau to do their job. It is a technology enabler; higher quality processes and faster forensic results will provide more opportunities to disrupt criminals, leading to less crime.

### **2. Issues for consideration**

- 2.1. The design of the Xchange product has ensured minimal overlap of functionality with other IT systems. New IT solutions, such as Forensics Case Management System (FCMS), cannot address the current quality degradation issue or speed up the process of the fingerprint workflow. However, there is potential to interconnect the Xchange and FCMS workflows, as part of the FCMS project. *There will be no direct interaction between the Fingerprint Xchange and CONNECT.*

### **3. Financial Comments**

- 3.1. The total funding for years 1 and 2 is £1,024,760. There will be a review at the end of year 2 whether to continue to consume the SaaS from PDS as agreed by MPS and PDS.
- 3.2. The total cost of the initial 2 year contract is £591k per annum:
  - Platform costs: £266,364, a fixed running cost for 2 years,
  - Hosting: £142,060.80, a variable cost, based on consumption and
  - Applications: £183,495.20
- 3.3. The funding shortfall will be managed within the Forensics Services bottom-line by retaining 12 vacancies across non-digital roles.
- 3.4. The MPS are paying 21.16% of the National Policing costs which is fixed for the initial 2 years. The MPS do not pay PDS this charge in 23/24 but start paying from 24/25 (Year 2). The charging formula for years 3, 4 and 5, are subject to changes to the financial model under discussion between NPCC, PDS and Home Office. To mitigate commercial uncertainty the contract period of two remains fixed with insertion of notice of termination without cause in the event PDS are unable to provide the MPS satisfaction that the charging structure is transparent and represents best value.
- 3.5. There is no impact on the MPS Capital Plan.
- 3.6. Forensic Services will work to identify funding in the long-term from the productivity and efficiency review. The scale of ambition for achieving these efficiencies will be articulated within the next 3 months and reported to Transformation Group.

### **4. Legal Comments**

- 4.1. The Mayor's Office for Policing and Crime ("MOPAC") is a contracting authority as defined in the Public Contracts Regulations 2015 ("the Regulations"). All awards of public contracts for goods and/or services valued at £213,477 or above shall be procured in accordance with the Regulations. This report confirms the value of the proposed contract exceeds this threshold.
- 4.2. Regulation 32(1)(b)(ii) provides the MOPAC may award a contract without prior publication of a contract notice where competition is absent for technical reasons. This report confirms PDS is the only capable provider of the proposed services. On that basis MOPAC's route to market shall be compliant with the Regulations.
- 4.3. The MOPAC Scheme of Delegation and Consent provides the Deputy Mayor for Policing and Crime ("DMPC") has delegated authority to approve:
  - Business cases for revenue or capital expenditure of £500,000 and above (paragraph 4.8); and
  - Contract exemptions valued at £100,000 or above (paragraph 4.13).

## **5. Commercial Issues**

- 5.1. The recommendation is a direct award of a contract for Police Digital Services (PDS) Xchange as a SaaS solution with a total contract value of £3,500,000 and a term of two years with three one-year extension options.
- 5.2. The initial 2-year contract, with the Police Digital Service (PDS) is worth £591,920 per annum, for the provision, implementation and support of a SaaS digital fingerprint system.
- 5.3. The Contract terms and conditions covering the initial scope of on boarding plus 1 year of support will be agreed via a Memorandum of Understanding between MOPAC and PDS. The MOU will include the provision of platform, hosting, applications and licensing, and provision of managed support services.
- 5.4. PDS are using a number of third parties to support the service and the requirement was agreed to be tailored specifically for use by Police Forces, under the Digital Forensics Programme. PDS procured the services via a mini competition under a Crown Commercial Framework in 2021 ensuring best value. There are no inflationary costs in the initial 2 year contract.
- 5.5. The additional Contract headroom value of £700k per annum, over a period of 5 years, is to accommodate potential contract extensions in Years 3, 4 and 5 and an uplift in support charges from PDS, driven by inflationary pressures and upgrades.

## **6. GDPR and Data Privacy**

- 6.1. The MPS is subject to the requirements and conditions placed on it as a 'State' body to comply with the European Convention of Human Rights and the Data Protection Act (DPA) 2018. Both legislative requirements place an obligation on the MPS to process personal data fairly and lawfully in order to safeguard the rights and freedoms of individuals.
- 6.2. Under Article 35 of the General Data Protection Regulation (GDPR) and Section 57 of the DPA 2018, Data Protection Impact Assessments (DPIA) become mandatory for organisations with technologies and processes that are likely to result in a high risk to the rights of the data subjects.
- 6.3. There are no current GDPR issues to be considered. If the project uses personally identifiable data of members of the public at a later date DPIAs will be completed as needed.

## **7. Equality Comments**

- 7.1. MOPAC is required to comply with the public sector equality duty set out in section 149(1) of the Equality Act 2010. This requires MOPAC to have due regard to the need to eliminate discrimination, advance equality of opportunity and foster good relations by reference to people with protected characteristics. The protected characteristics are: age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.

**8. Background/supporting papers**

None.

**Part 2 – This section refers to the details of the Part 2 business case which is NOT SUITABLE for MOPAC Publication.**

The Government Security Classification marking for Part 2 is:  
OFFICIAL-SENSITIVE [COMMERCIAL]

Part 2 of Fingerprint Xchange Contract Renewal BJP is exempt from publication for the following reasons:

- Exempt under Article 2(2)(a) of the Elected Local Policing Bodies (Specified Information) Order 2011 (Data Protection Section 43 – Commercial Interests).

The paper will cease to be exempt upon completion of the contract. This is because the information is commercially sensitive and could compromise future procurement activity.

**Public access to information**

Information in this form (Part 1) is subject to the Freedom of Information Act 2000 (FOIA) and will be made available on the MOPAC website following approval.

If immediate publication risks compromising the implementation of the decision it can be deferred until a specific date. Deferral periods should be kept to the shortest length strictly necessary.

**Part 1 Deferral:**

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

If yes, for what reason:

Until what date:

**Part 2 Confidentiality:** Only the facts or advice considered as likely to be exempt from disclosure under the FOIA 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	<i>Tick to confirm statement (✓)</i>
<b>Financial Advice:</b> The Strategic Finance and Resource Management Team has been consulted on this proposal.	✓
<b>Legal Advice:</b> The MPS legal team has been consulted on the proposal.	✓
<b>Equalities Advice:</b> Equality and diversity issues are covered in the body of the report.	✓
<b>Commercial Issues</b> Commercial issues are covered in the body of the report.	✓
<b>GDPR/Data Privacy</b> GDPR compliance issues are covered in the body of the report .	✓
<b>Drafting Officer</b> Omo Okuonghae has drafted this report in accordance with MOPAC procedures.	✓
<b>Director/Head of Service:</b> The MOPAC Chief Finance Officer and Director of Corporate Services has reviewed the request and is satisfied it is correct and consistent with the MOPAC's plans and priorities.	✓

**Chief Executive Officer**

I have been consulted about the proposal and confirm that financial, legal and equalities advice has been taken into account in the preparation of this report. I am satisfied that this is an appropriate request to be submitted to the Deputy Mayor for Policing and Crime.

**Signature**

*Manakucherd.*

**Date** 06/11/2023