

DMPC Decision – PCD 1037

Title: Extension & Uplift of the New Signature (Cognizant) Azure Managed Service Contract

Executive Summary:

This decision requests an uplift the value of the Azure Managed Services Contract (provided by New Signature) by 40% (£700k) of its original £1.75m value, in line with the Public Contract Regulations 2015, in order to maintain continuity of core Azure services throughout Pegasus transition, and to ensure on-going support for in-flight and planned Azure projects. This is not a request for additional funding or budget growth - this decision is required to ensure legal compliance of the contract.

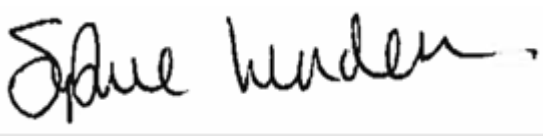
Recommendation:

The Deputy Mayor for Policing and Crime is recommended to approve an uplift of the value of the Azure Managed Service contract with New Signature (Cognizant) by £700,000 (40% of the original contract value of £1,750,000).

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 26/8/21

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

1. Introduction and background

- 1.1. This decision requests an uplift to the value of the Azure Managed Services Contract (provided by New Signature) by 40% (£700k) of its original £1.75m value, in line with the Public Contract Regulations 2015, in order to maintain continuity of core Azure services throughout Pegasus transition, and to ensure on-going support for in-flight and planned Azure projects.
- 1.2. An optional extension to February 2022 and a 10% uplift in contract value have already been enacted under MPS delegated authority. The 40% uplift requested by this paper therefore increases the total contract uplift to 50%. This is not a request for additional funding or budget growth - this decision is required to ensure legal compliance of the contract.

2. Issues for consideration

- 2.1. The requested uplift corresponds to an extension of the contract through to February 2022. During this period, key services planned for deployment in Azure are dependent on New Signature's involvement.
- 2.2. The contract covers both Service Management and identified inflight/projected project activities for its duration. Whilst there are no funding implications for the service management aspect or inflight projects, future projected projects may require additional funding, which will need to be secured with separate approved business cases.
- 2.3. Pegasus Hosting transition, which will see CapGemini take ownership of the three IT Towers (Infrastructure, Networks and Service Management) from the incumbent suppliers, will not start until October 2021 therefore Service Management for live services must remain in place until Service transition is complete.
- 2.4. CapGemini are not currently able to provide support for in-flight or planned project activities.
- 2.5. As soon as Service Transition to CapGemini is completed, the New Signature (Cognizant) contract will be ceased.

3. Financial Comments

- 3.1. This is not a request for additional funding or budget growth - this decision is required to ensure legal compliance of the contract.
- 3.2. This uplift in the value of the contract will accommodate ongoing Azure service management costs that are fully funded within the approved Digital Policing budget.

- 3.3. The uplift also accommodates current one-off project costs that have been approved via specific business cases.
- 3.4. The uplift will also be used to support future one-off project costs. Where these require additional funding they will need their own separately approved business cases.

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 £189,330 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 72 permits MOPAC to modify a contract in limited circumstances. Specifically, regulation 72(1)(a) provides MOPAC may modify a contract
- (a) where the modifications, irrespective of their monetary value, have been provided for in the initial procurement documents in clear, precise and unequivocal review clauses, which may include price revision clauses or options, provided that such clauses—
 - (i) state the scope and nature of possible modifications or options as well as the conditions under which they may be used, and
 - (ii) do not provide for modifications or options that would alter the overall nature of the contract or the framework agreement;
- 4.3. The contract clearly has provision allowing for the modification of the term by way of extension which states:
- "This Call-Off Contract can be extended by the Buyer for [Two] period(s) of [Twelve] months each, by giving the Supplier [One] month] written notice before its expiry. Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8."
- 4.4. The contract can therefore be extended for a further two periods of 12 months each following the May 2021 expiry of the original term under regulation 72(1)(a).
- 4.5. Under Regulation 72(1)(a) where the modification has been provided for under the contract, such modification is permitted irrespective of value.
- 4.6. In addition the total value of this extension is 50% of the original contract and therefore the extension of value is also compliant with Regulation 72(1)(b) of the Public Contracts Regulations 2015. Regulation 72(1)(b) permits modification of a contract where additional services which have become necessary and were not included in the initial procurement, where a change of contractor-
- cannot be made for economic or technical reasons (such as requirements of interchangeability or interoperability with existing services or installations), and

- would cause significant inconvenience or substantial duplication of costs for the contracting authority provided the modification does not increase the price of the contract by more than 50% of the original contract.
- 4.7. Therefore this extension in value is compliant with the Public Contracts Regulations 2015.
- 4.8. Paragraph 7.24 of the MOPAC Scheme of Delegation and Consent provides that the Director of Strategic Procurement has consent for the approval all variations and extensions for contracts, not elsewhere approved, with the exception of those called in through the agreed call in procedure. Paragraph 4.14 of the Scheme provides the Deputy Mayor for Policing and Crime reserves the right to call all variations and extensions to contracts with an original value of £500,000 or above.

5. Commercial Issues

- 5.1. Commercial Services are happy that the proposed uplift meets the criteria of Regulation 72(1)(a) of the Public Contracts Regulations 2015, which states that modification of a contract are permitted:
 - Where the modifications, irrespective of their monetary value, have been provided for in the initial procurement documents in clear, precise and unequivocal review clauses.
- 5.2. The Call-Of Contract Order Form confirms (within the contract) that the Contract may be extended by up to 2 years. Therefore a contract extension (provided it is less than 2 years) is compliant with the Public Contracts Regulations 2015.
- 5.3. The current service is provided by New Signature under a G Cloud 11 Contract, which expires in May 2021.
- 5.4. There has been a 10% increase already approved under Commercial Services Scheme of Delegation. This 40% increase therefore increases the contract value by the maximum amount permitted under regulation 72(1)(b).

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. The Information Assurance and Information Rights units within MPS will be consulted at all stages to ensure the programme meets its compliance requirements.
- 6.4. The programme does not use personally identifiable data of members of the public, so there are no GDPR issues to be considered.

7. Equality Comments

- 7.1. This business case has undergone an initial equality screening. Due regard has been taken to the Equality Act's Public Sector Equality Duty. Real consideration has been taken to assess equality impact caused by the proposed business changes. As a result no positive or negative impact has been identified to any individual and/or group safeguarded by a protected characteristic and those who are not.
- 7.2. As the intention of this document is to seek additional funding for an existing function, there is no real organisational change. Further reviews will be conducted and if as a result any new Equality Impact is identified, a full Equality Impact Assessment will be initiated.

8. Background/supporting papers

- 8.1. MPS report.

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? NO

If yes, for what reason:

Until what date: N/A

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 – NO

ORIGINATING OFFICER DECLARATION

Tick to confirm statement (✓)

Financial Advice:

The Strategic Finance and Resource Management Team has been consulted on this proposal.

✓

Legal Advice:

The MPS legal team has been consulted on the proposal.

✓

Equalities Advice:

Equality and diversity issues are covered in the body of the report.

✓

Commercial Issues

The proposal is in keeping with the GLA Group Responsible Procurement Policy.

✓

GDPR/Data Privacy

- GDPR compliance issues are covered in the body of the report.
- A DPIA is not required.

✓

Director/Head of Service:

The Chief Finance Officer 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



Date 24/8/21



**Extension & Uplift of the New Signature (Cognizant)
Azure Managed Service Contract**

MOPAC Investment Advisory & Monitoring meeting

Report by William Hampton on behalf of the Chief of Corporate Services

Part 1 – This section of the report will be published by MOPAC. It is classified as OFFICIAL – PUBLIC

EXECUTIVE SUMMARY

This paper requests an uplift the value of the Azure Managed Services Contract (provided by New Signature) by 40% (£700k) of its original £1.75m value, in line with the Public Contract Regulations 2015, in order to maintain continuity of core Azure services throughout Pegasus transition, and to ensure on-going support for in-flight and planned Azure projects.

Recommendations

The Deputy Mayor for Policing and Crime, via the Investment Advisory and Monitoring meeting (IAM), is asked to:

1. Approve an uplift of the value of the Azure Managed Service contract with New Signature (Cognizant) by £700k (40% of the original contract value of £1.75m).

Time sensitivity

A decision is required from the Deputy Mayor by 26th August 2021. This is because:

- Pegasus Hosting transition, which will see Cap Gemini take ownership of the three IT Towers (Infrastructure, Networks and Service Management) from the incumbent suppliers, will not start until October 2021 therefore Service Management for live services must remain in place until Service transition is complete.
- CapGemini are not currently able to provide support for in-flight or planned project activities.
- The requested uplift corresponds to an extension of the contract through to February 2022. During this period, key services planned for deployment in Azure are dependent on New Signature's involvement.

Non-confidential facts and advice to the Deputy Mayor for Policing and Crime

Introduction and background

1. This paper requests an uplift the value of the Azure Managed Services Contract (provided by New Signature) by 40% (£700k) of its original £1.75m value, in line with the Public Contract Regulations 2015, in order to maintain continuity of core Azure services throughout Pegasus transition, and to ensure on-going support for in-flight and planned Azure projects.
2. An optional extension to February 2022 and a 10% uplift in contract value have already been enacted under MPS delegated authority. The 40% uplift requested by this paper therefore increases the total contract value to the maximum permitted 50%. This is not a request for additional funding or budget growth - this decision is required to ensure legal compliance of the contract.

Issues for consideration

1. The requested uplift corresponds to an extension of the contract through to February 2022. During this period, key services planned for deployment in Azure are dependent on New Signature's involvement.
2. The contract covers both Service Management and identified inflight/projected project activities for its duration. Whilst there are no funding implications for the service management aspect or inflight projects; future projected projects may require additional funding, which will need to be secured with separate approved business cases.
3. Pegasus Hosting transition, which will see Cap Gemini take ownership of the three IT Towers (Infrastructure, Networks and Service Management) from the incumbent suppliers, will not start until October 2021 therefore Service Management for live services must remain in place until Service transition is complete.
4. CapGemini are not currently able to provide support for in-flight or planned project activities.
5. As soon as Service Transition to CapGemini is completed, the New Signature (Cognizant) contract will be ceased.

Contributes to the MOPAC Police & Crime Plan 2017-2021¹

1. Whilst we are ahead of much of UK policing in our use of modern cloud delivery models and this extension is required so that we can continue the benefit from modern flexible technology hosting services and reduce dependence on on-

¹ [Police and crime plan: a safer city for all Londoners | London City Hall](#)

premise services.

Financial, Commercial and Procurement Comments

Commercial

1. Commercial Services are happy that the proposed uplift meets the criteria of Regulation 72(1)(a) of the Public Contracts Regulations 2015, which states that modification of a contract are permitted:
 - Where the modifications, irrespective of their monetary value, have been provided for in the initial procurement documents in clear, precise and unequivocal review clauses.
2. The Call-Of Contract Order Form confirms (within the contract) that the Contract may be extended by up to 2 years. Therefore a contract extension (provided it is less than 2 years) is compliant with the Public Contracts Regulations 2015.
3. Note: there has been a 10% increase already approved under Commercial Services Scheme of Delegation

Procurement

1. Current service is provided by New Signature under a G Cloud 11 Contract, which expires in May 2021.
2. "This Call-Off Contract can be extended by the Buyer for [Two] period(s) of [Twelve] months each, by giving the Supplier [One] month] written notice before its expiry. Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8." of the Framework Agreement.

Legal Comments

Legal Implications (provided by DLS)

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 £189,330 or above shall be procured in accordance with the Regulations. This report confirms the value of the proposed contract exceeds this threshold.
2. Regulation 72 permits MOPAC to modify a contract in limited circumstances. Specifically, regulation 72(1)(a) provides MOPAC may modify a contract
 - (a) where the modifications, irrespective of their monetary value, have been provided for in the initial procurement documents in clear, precise and unequivocal review clauses, which may include price revision clauses or options, provided that such clauses—

- (i) state the scope and nature of possible modifications or options as well as the conditions under which they may be used, and
 - (ii) do not provide for modifications or options that would alter the overall nature of the contract or the framework agreement;
3. As the contract clearly has provision allowing for the modification of the term by way of extension which states:
“This Call-Off Contract can be extended by the Buyer for [Two] period(s) of [Twelve] months each, by giving the Supplier [One] month] written notice before its expiry. Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.”
4. The contract can be extended for a further two periods of 12 months each following the May 2021 expiry of the original term under regulation 72(1)(a).
5. Under Regulation 72(1)(a) where the modification has been provided for under the contract, such modification is permitted irrespective of value.
6. In addition the total value of this extension is 50% of the original contract and therefore the extension of value is also compliant with Regulation 72(1)(b) of the Public Contracts Regulations 2015. Regulation 72(1)(b) permits modification of a contract where additional services which have become necessary and were not included in the initial procurement, where a change of contractor-
 - cannot be made for economic or technical reasons (such as requirements of interchangeability or interoperability with existing services or installations), and
 - would cause significant inconvenience or substantial duplication of costs for the contracting authority provided the modification does not increase the price of the contract by more than 50% of the original contract.

Therefore this extension in value is compliant with the Public Contracts Regulations 2015.

7. Paragraph 7.24 of the MOPAC Scheme of Delegation and Consent provides that the Director of Strategic Procurement has consent for the approval all variations and extensions for contracts, not elsewhere approved, with the exception of those called in through the agreed call in procedure. Paragraph 4.14 of the Scheme provides the Deputy Mayor for Policing and Crime reserves the right to call all variations and extensions to contracts with an original value of £500,000 or above.

Equality Comments

1. This business case has undergone an initial equality screening. Due regard has been taken to the Equality Act's Public Sector Equality Duty. Real consideration has been taken to assess equality impact caused by the proposed business changes. As a result no positive or negative impact has

been identified to any individual and/or group safeguarded by a protected characteristic and those who are not.

2. As the intention of this document is to seek additional funding for an existing function, there is no real organisational change. Further reviews will be conducted and if as a result any new Equality Impact is identified, a full Equality Impact Assessment will be initiated.

Privacy Comments

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.
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.
3. The Information Assurance and Information Rights units within MPS will be consulted at all stages to ensure the programme meets its compliance requirements.
4. The programme does not use personally identifiable data of members of the public, so there are no GDPR issues to be considered.

Real Estate Implications

1. There are no changes to the estate associated with this report

Environmental Implications

1. This report has no impact on the delivery of the Mayor's London Environment Strategy

Background/supporting papers

1. There are no supporting papers to this report

Report author: William Hampton, Azure Transformation Manager, 07919 308909

Business Justification

Extension & Uplift of the New Signature (Cognizant) Azure Managed Service Contract

Portfolio & Investment Board – 13 July 2021

Freedom of Information Act Publication Scheme	
Protective Marking	Official
Publication Scheme Y/N	N
Title	New Signature (Cognizant) Contract Uplift
Version	2.2
Summary	Business Justification, seeking approval to uplift the value of the New Signature Azure Managed Service Contract by 40% of its original value
(B)OCU or Unit, Directorate	Digital Policing – Core Infrastructure (Azure)
Run/Change	
Author	Will Hampton
Date Issued	21 st June 2021

Purpose of this document

This is the standard MPS template for the production of business cases where a business decision is required by departmental COGs, corporate or project/programme Boards. Although it follows a broadly similar structure, it is distinct from the SOP/SOC/OBC/FBC templates which are only used as part of the MOPAC/MPS Investment Appraisal process to pass through the required 'Gates'. This template should be used for all other business decisions that require management or corporate approval, in particular where a number of options are available for achieving the required outcome or funding considerations apply. It is designed to ensure that all relevant considerations are taken into account when significant business decisions are required.

Document edit history

Version	Date	Additions/Modifications	Prepared/ Revised by
0.1	07/05/2021	First Draft	Will Hampton
0.2	13/05/2021	Modified to reflect comments from reviewers	Will Hampton
1.0	17/05/2021	Modified to reflect comments from reviewers	Will Hampton
2.0	20/05/2021	Modified to reflect comments from reviewers	Will Hampton
2.1	11/06/2021	Modified to reflect comments from reviewers	Will Hampton
2.2	18/06/2021	Modified to reflect comments from reviewers	Will Hampton

Internal consultation and assurance

The following people have either:

- assured this proposal as subject experts, by considering its impact on their area of expertise; or
- been consulted as a representative of a part of the organisation affected by the proposal.

Their opinions have been incorporated in the paper.

Directorate / Dept.	Name & Job Role	Rank / Grade	Date Assured/Consulted
Hosting and Datacentre	Tony Cutlan		10/05/21
Finance	Michael Killoran*		19/05/21
	Chris Wong		19/05/21
	Sylvia Lau		19/05/21
Pegasus Transition	David Rodger		10/05/21
	Nick Wingfield		10/05/21
Commercial	Karen Hendry*		10/05/21
	Girija Ramgoolam		10/05/21
Procurement	Oyinlola.Famodun*		20/05/21
	Peter Thurley		19/05/21
Core Infrastructure	Ian Pountney		10/05/21

1 Decisions Required

This paper requests an uplift the value of the Azure Managed Services Contract (provided by New Signature) by 40% (£700k) of its original £1.75m value, in line with the Public Contract Regulations 2015, in order to maintain continuity of core Azure services throughout Pegasus transition, and to ensure on-going support for in-flight and planned Azure projects.

Note: An optional extension to February 2022 and a 10% uplift in contract value have already been enacted under MPS delegated authority. The 40% uplift requested by this paper therefore increases the total contract value to the maximum permitted 50%. This is not a request for additional funding or budget growth - this decision is required to ensure legal compliance of the contract.

Members are asked to:

Approve:

1. An uplift of the value of the Azure Managed Service contract with New Signature (Cognizant) by £700k (40% of the original contract value of £1.75m).

The key items members need to take account of are:

- The requested uplift corresponds to an extension of the contract through to February 2022. During this period, key services planned for deployment in Azure are dependent on New Signature's involvement.
- The contract covers both Service Management and identified inflight/projected project activities for its duration. Whilst there are no funding implications for the service management aspect or inflight projects; future projected projects may require additional funding, which will need to be secured with separate approved business cases.
- Pegasus Hosting transition, which will see Cap Gemini take ownership of the three IT Towers (Infrastructure, Networks and Service Management) from the incumbent suppliers, will not start until October 2021 therefore Service Management for live services must remain in place until Service transition is complete.
- CapGemini are not currently able to provide support for in-flight or planned project activities.
- As soon as Service Transition to CapGemini is completed, the New Signature (Cognizant) contract will be ceased.

2 Strategic Case

New Signature (Cognizant) are the MPS's current partner for the provision and regular maintenance of all Azure related services, encompassing a number of key applications and in-flight projects, including:

- Crimint (Criminal Intelligence Database)
- Windows Virtual Desktop (WVD)
- Remote Search and Review (RS&R)
- LiveACTS (Case Management)
- Fotoware (Digital Asset Management)
- Automated Number plate Recognition (ANbbPR)
- CEC (Case Enquiry Centre) Memex
- Mapinfo (GIS Mapping)
- NEDAP (Building Access Control)

Services currently provided by New Signature (Cognizant) will transition to CapGemini under the Pegasus programme by October 2021. Therefore, an extension of the services currently provided by New Signature (Cognizant) is requested in order to ensure that support is in place for live services without interruption, and that in-flight/planned projects can continue - avoiding cost, risk and complexity associated with pausing projects and restarting under a new supplier.

Upon completion of Service Transition to CapGemini the New Signature (Cognizant) contract will cease.

It is worth noting that we are ahead of much of UK policing in our use of modern cloud delivery models and this extension is required so that we can continue the benefit from modern flexible technology hosting services and reduce dependence on on-premise services.

3 Economic Case

There are two options available:

Option	Outcome	Recommendation
Option 1 Do nothing	There will be no Service Support for live services, and timescale sensitive in-flight and planned projects will be significantly delayed incurring additional risk and costs.	Not recommended
Option 2 Uplift the current New Signature (Cognizant) contract value by an additional 40%	Service continues seamlessly, and in-flight/planned projects can be completed in a controlled manner without unnecessary delays cost or additional complexity.	This option is recommended

4 Commercial Case

This Business Justification Paper seeks approval to enact the option to extend the existing G-Cloud contract provided by New Signature till February 2022.

This Business Justification Paper also seek an uplift of 40% for additional services to maintain continuity of core Azure services until Pegasus transition and to ensure on-going support for in-flight and planned Azure projects.

Commercial Services are happy that the proposed uplift meets the criteria of Regulation 72(1)(a) of the Public Contracts Regulations 2015, which states that modification of a contract are permitted:

- Where the modifications, irrespective of their monetary value, have been provided for in the initial procurement documents in clear, precise and unequivocal review clauses...

The Call-Of Contract Order Form confirms (within the contract) that the Contract may be extended by up to 2 years. Therefore a contract extension (provided it is less than 2 years) is compliant with the Public Contracts Regulations 2015.

Note: there has been a 10% increase already approved under Commercial Services Scheme of Delegation

Procurement Strategy

Current service is provided by New Signature under a G Cloud 11 Contract, which expires in May 2021.

“This Call-Off Contract can be extended by the Buyer for [Two] period(s) of [Twelve] months each, by giving the Supplier [One] month] written notice before its expiry. Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.” of the Framework Agreement.

4.1.1 Procurement Strategy Objectives:

- Obtain the best value using a complaint route to market
- Reduce commercial risk by adopting a fixed price commercial model with payment upon delivery agreed project milestones
- MOPAC is a signatory and contributor to the GLA's Responsible Procurement Policy and its six key commitments confirmed below:
 - Enhancing social value
 - Encouraging equality and diversity
 - Embedding fair employment practices
 - Enabling skills, training and employment opportunities
 - Promoting ethical sourcing practices
 - Improving environmental sustainability

Wherever possible, commercial relationships will be formed and nurtured with partnering and contracting organisations who share our values on responsible procurement.

Required Goods and Services

The support required is to maintain services in Azure and deliver in-flight/planned Azure projects up until Pegasus transition will be provided by New Signature (Cognizant), and will be a continuation of the existing contractual arrangements.

Contract Value

The original contract value was £1,750,000. There was a 10% increase approved in line with MPS commercial guidelines bringing the total contract value to £1,925,000.

Key Contractual Terms

The terms of the contract will be governed by the G-Cloud terms and Conditions.

Arrangements for Contract Management

Contract management should be undertaken by an MPS commercial contract manager working in parallel with staff from the Digital Delivery Team. The contract manager resource is not funded directly through Digital Policing.

Proposed Contract Value

The total contract value will be £2,625,000 with cover to extend till February 2021.

Below is the breakdown:

Original contract value is £1,750,000.

Change: Call off Contract Value from £1,750,000 to £1,925,000 reflecting an increase of £175,000 (10%) – this is already approved by Commercial Services Scheme of Delegation.

A 40% uplift is requested for the value of £700,000.

Personnel Implications (including TUPE)

It is anticipated that the transfer of undertakings (protection of employees regulations) 1981 and 2006 will not apply to this procurement

4.9 Legal implications

Legal Implications (provided by DLS)

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 £189,330 or above shall be procured in accordance with the Regulations. This report confirms the value of the proposed contract exceeds this threshold.

Regulation 72 permits MOPAC to modify a contract in limited circumstances. Specifically, regulation 72(1)(a) provides MOPAC may modify a contract

(a) where the modifications, irrespective of their monetary value, have been provided for in

the initial procurement documents in clear, precise and unequivocal review clauses, which may include price revision clauses or options, provided that such clauses—
(i) state the scope and nature of possible modifications or options as well as the conditions under which they may be used, and
(ii) do not provide for modifications or options that would alter the overall nature of the contract or the framework agreement;

This report the contract can be extended for a further two periods of 12 months each following the May 2021 expiry of the original term under regulation 72(1)(a).

Paragraph 7.24 of the MOPAC Scheme of Delegation and Consent provides that the Director of Strategic Procurement has consent for the approval all variations and extensions for contracts, not elsewhere approved, with the exception of those called in through the agreed call in procedure. Paragraph 4.14 of the Scheme provides the Deputy Mayor for Policing and Crime reserves the right to call all variations and extensions to contracts with an original value of £500,000 or above.

5 Financial Case

5.1 Financial Summary

This request seeks to opt for an extension to the Azure Managed Service contract until February 2022 and uplift the value of the contract (£700k) by 40% of its original value (£1.75m).

This uplift in the value of the contract will partially accommodate ongoing Azure service management costs that are fully funded within the approved DP MOPAC budget.

The uplift in the value of the contract also accommodates current one-off project costs that have been approved via specific business cases. The uplift will also be used to support future one-off project costs that may require additional funding and hence will need their own separately approved business cases.

Impact on Revenue Budget:

There are no Revenue implications in the proposal.

Impact on Capital Budget:

There are no Capital implications in this proposal.

5.2 Project Risks

Not Applicable