

REQUEST FOR ASSISTANT DIRECTOR DECISION – ADD160

Title: Procurement of call-off contract from SASPAC's Framework Agreement

Executive Summary:

The GLA manages the support, maintenance and development of the SASPAC software project on behalf of the GLA, functional bodies, London Boroughs, Health organisations, Academic Institutions and a number of local authorities throughout Great Britain. SASPAC is used by these bodies to access a range of Census and other datasets. It is essential that the application continues to be supported and maintained by the approved sole supplier on the SASPAC Development and Support services Framework Agreement.

This decision seeks approval for expenditure of up to a maximum of £15,000 for the support and maintenance of SASPAC.

Decision:

That the Assistant Director approves expenditure of up to a maximum of £15,000 for the support and continued maintenance of SASPAC software and award, entry into and execution of a one-year call-off contract with Jacobs Consultancy met by SASPAC's income/reserve budget.

AUTHORISING ASSISTANT DIRECTOR/HEAD OF UNIT:

I have reviewed the request and am satisfied it is correct and consistent with the Mayor's plans and priorities.

It has my approval.

Name: Andrew Collinge

Position: Assistant Director of Intelligence

Signature:

Date:

PART I - NON-CONFIDENTIAL FACTS AND ADVICE

Decision required – supporting report

1. Introduction and background

- 1.1 The Greater London Authority Intelligence Unit manages the support, maintenance and development of the SASPAC software project on behalf of the GLA group, London Boroughs, Health Authorities, Academic Institutions and a large majority of local authority users throughout the UK. SASPAC is primarily used by these bodies to interrogate and analyse the decennial Census of Population undertaken by the UK Census Offices.
- 1.2 The Intellectual Property Rights (IPR) to the software currently reside with the Local Government Association (LGA) but the Authority manages and develops the software on their behalf. The software operates as a 'not-for-profit' initiative and all the income received – through users' annual subscriptions – supports its continued development and maintenance.
- 1.3 The development of the SASPAC software is self-funded through an annual user licence fee. Currently, there are 150 organisations paying an annual subscription fee to support the continued development and maintenance of SASPAC. In order to facilitate this, SASPAC has a development reserve that is built-up during periods of high membership (during the publication of the decennial census results) and drawn upon during periods of lower membership (the inter-census period).
- 1.4 In order to support the publication of 2011 Census results – and other datasets of interest – it is necessary to continue to develop and support the existing SASPAC application. To enable this, the Authority completed an OJEU procurement exercise and a Framework Agreement of suitable contractors has been established (see MD612 for more details).
- 1.5 The Framework Agreement sets out the provision of SASPAC services under three distinct Lots:

Lot 1: SASPAC development, maintenance and support – development, maintenance and support services for the existing SASPAC software.

Lot 2: Web services and rich Internet applications – development, maintenance and support services for additional Web service-based applications.

Lot 3: Strategic software development and support – provision of technology and strategic consultancy services in respect of SASPAC's on-going development.

Jacobs Consultancy Ltd are the sole suppliers under Lot 1 of the Framework Agreement.
- 1.6 The contract value is estimated to be £15,000 and in place for a one-year period.
- 1.7 The Intelligence Unit is responsible for managing the Framework and all subsequent call off contracts.

2. Objectives and expected outcomes

- 2.1 Provide software development, maintenance and support services that continue to support the application and users' access to Census statistics.

- 2.2 Establish a call-off contract to facilitate compliance with existing annual support/maintenance agreements with customers.

3. Planned delivery approach

- 3.1 In accordance with the Ordering Procedure under this Agreement, the SASPAC Programme wishes to execute a Call off Contract against Lot 1 and request the Lot 1 contractor to provide support, maintenance and development services relating to the existing application. This contract will be established and monitored following the procedure identified in the Framework's Terms and Conditions.

4. Other considerations

- 4.1 *Possible risk:* Failure to continue to support and develop the SASPAC software to access 2011 Census statistics.

Action to mitigate risk: Establish a call-off contract to provide maintenance, support and development services to relating to the existing SASPAC application.

- 4.2 *Possible risk:* Failure to comply with annual support/maintenance agreements with existing users.

Action to mitigate risk: Establish a call-off contract to provide maintenance, support and development services to relating to the existing SASPAC application for licensed users.

5. Financial comments

- 5.1 The estimated cost of the contract is £15,000 and will span two financial years (2013-14 & 2014-15). The costs will be funded from the SASPAC budget, specifically income generated from users through an annual software support fee each financial year.
- 5.2 During the duration of the proposed contract, the SASPAC income budget will be monitored on a monthly basis in line with the Authority's budget monitoring timetable to ensure that income generated throughout the framework's timetable is sufficient to cover the proposed contract costs. The position will be reviewed and if necessary remedial action taken.
- 5.3 All appropriate budget adjustments will be made.
- 5.4 Any changes to this proposal (including budgetary implications) will be subject to further approval via the Authority's decision-making process.
- 5.5 The Intelligence Unit within the Communities & Intelligence Directorate will be responsible for managing the proposed contract and ensuring that the expenditure adheres to the Authority's Financial Regulations, Contracts & Funding code and Expenses & Benefits Framework.

6. Legal Comments

- 6.1 Sections 1-4 of this report indicate that:
- 6.1.1 The decisions requested of the Assistant Director fall within the GLA's statutory powers to do such things as maybe considered facilitative of or conducive to the GLA's general powers.

6.1.2 In formulating the proposals in respect of which a decision is sought officers have complied with the Authority's related statutory duties to:

(a) pay due regard to the principle that there should be equality of opportunity for all people;

(b) consider how the proposals will promote the improvement of health of persons, health inequalities between persons and to contribute towards the achievement of sustainable development in the United Kingdom; and

(c) consult with appropriate bodies.

6.1.3 Officers must ensure that appropriate contract documentation is put in place and executed by the successful bidder and the GLA before the commencement of the services.

Appendices and supporting papers: None

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.

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

If YES, for what reason: n/a

Until what date: (a date is required if deferring)

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 – NO

ORIGINATING OFFICER DECLARATION:

Drafting officer
to confirm the
following (✓)

Drafting officer:

Alan Lewis has drafted this report in accordance with GLA procedures and confirms that the Finance and Legal teams have commented on this proposal, and this decision reflects their comments.

✓

HEAD OF GOVERNANCE AND RESILIENCE:

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

Signature:

Date: