



LONDON FIRE BRIGADE

Report title

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## Extension of Mobile Communications Contract

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Report to

Corporate Services Board  
Deputy Mayor's Fire and Resilience Board  
London Fire Commissioner

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Report by

Chief Information Officer

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### Executive Summary

The report seeks authorisation to extend the existing mobile telephony contract for a further 12 months when it expires in March 2021. The contract was awarded to Vodafone in 2017 for a period of two years with an option to extend for a further two years (by two one year periods). The Brigade exercised its discretion to extend the contract in 2019, and once again it is considered preferable to extend the contract for another and final 12-month period.

The mobile communications contract provides all mobile telephony services to the Brigade. This includes all voice, data services and telephone handsets to operational officers and FRS staff. In addition, the contract provides for the provision of specialist communication links used in command support units (CU's) as well as a mobile device management system (MDM), used to allow the Brigade to manage its mobile phone estate. It is therefore essential that service delivery remains uninterrupted.

### Recommended decisions

For the London Fire Commissioner

The London Fire Commissioner agrees to delegate authority to the Assistant Director Technical & Commercial to secure an extension to the existing mobile telephony contract for a further and final period of 12 months from March 2021 at a cost of £487K.

### Introduction and Background

1. The Brigade has been using mobile telephony (voice and data) for a number of years in support of a wide range of critical operational as well as administrative functions. The amount of mobile

data being used in particular, has increased considerably in recent years, supporting the operational requirements of a 365/24 organisation.

2. The Brigade now has around 2,300 4G data connected mobile phones, laptops / tablets as well as 250 voice only connections. Device use throughout the recent pandemic has increased and is predicted to increase further in a post COVID world, as the Brigade adapts to new ways of working.
3. Proposals are currently under consideration to equip staff who normally reside at Union Street with 4G connected mobile devices and associated peripherals (see LFC-0429), that will lay the foundations for true flexible working in a variety of locations.
4. All front-line fire appliances now contain 4G connected tablets that operate alongside the appliance MDTs. These tablets provide the ability for crews to access a wide range of systems both on the way to and at incidents, and to support off-station activity like home fire safety visits, and outside duties. Increasingly, these devices support risk critical activities throughout the Brigade.
5. In addition to devices, the Brigade also uses specialist communication links in the command support units (CSU). These links provide dedicated links to/from the CSUs are typically utilised when the vehicles are deployed at an incident.
6. The voice element of the current mobile telephony contract provides the Brigade with an "all inclusive" call tariff. This means that the contract is fixed cost and not dependent upon usage which is particularly useful for an organisation that relies heavily upon mobile communications.
7. A similar scheme applies to the use of mobile data, whereby the Brigade has access to a "data sharer" system. The contract allows for a specific amount of data to be used as part of the contract, at an all-inclusive cost. This has particular advantages in that those users whose role demands that they are heavy users of data, have this usage offset by other users whose use of data is light.

### **Alternative options considered and consultation**

8. The alternative to not extending the contract for a final 12 months is to initiate a re-procurement of the mobile communications contract. There would be a number of issues with taking this approach, as set out below:
  - a. The re-procurement would absorb considerable ICT and procurement resources at a time when workloads are particularly challenging, supporting both GTI and transformation activities.
  - b. The Fire Survival Guidance (FSG) project is due to go live in March 2021 and relies heavily upon mobile connectivity provided by this contract. Any disruption to mobile connectivity caused by a potential change to a new supplier would introduce unnecessary risk to this important project.
  - c. The Modern Workplace Project (MWP) is due to complete migration of staff to MS 365 in March / April 2021. The prospect of having to undertake a mobile phone replacement exercise (should a new supplier be awarded the contract due to a re-procurement), whilst finalising this migration would be very challenging for ICT to support and has the ability to introduce new and unanticipated risks to the project.

- d. There are no performance concerns with the Vodafone contract. ICT have no issues with the incumbent supplier with both coverage and device availability remaining good. The account manager is responsive to emails and proactive in making contact to advise of new services being offered.
- 9. Discussions have taken place with TfL to ascertain if there are any collaboration opportunities available relating to mobile telephony. TfL were unsure if the Brigade could be included in their existing telephony contract. However, TfL currently use O2 as a supplier and their contract has just 12 months to run. It would therefore not be a viable proposition for the Brigade to move suppliers from Vodafone to O2 with all associated disruption, for what could be just a 12 month period, depending upon the outcome of the re-procurement.
- 10. TfL have stated that they will be looking to award a new contract in May 2022 and have suggested that we hold discussions with them nearer to that time to identify if there are collaboration opportunities that may be realised.
- 11. Taking the above items into consideration it is our view that to initiate a re-procurement now would consume precious resources and introduce new risks to key projects. The preferred option is therefore to extend the existing contract by a further and final 12 months which is permitted under the terms of the existing contract.

### **Objectives and expected outcomes**

- 12. The objective of this report is to secure authority to extend the existing contract with Vodafone for mobile telephony services by 12 months, taking the new expiry date to 31 March 2022. This will require expenditure of £487K which is contained within the existing ICT budget.

### **Impacts**

- 13. There will be no impact to the Brigade if the existing contract with Vodafone is extended by the 12 months requested, providing the necessary approvals are in place in time for a purchase order be raised prior to the end of the existing contract.
- 14. Should the decision be not to extend the contract and instead to go to a re-procurement, there may be considerable impact upon projects underway, for the reasons stated on paragraph 8 (above).

### **Equality Impact**

- 15. The London Fire Commissioner and decision takers are required to have due regard to the Public Sector Equality Duty (s149 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.
- 16. 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.
- 17. 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, Sexual orientation.

18. The Public Sector Equality Duty requires us, in the exercise of all our functions (i.e. everything we do), to have due regard to the need to:
- (a) Eliminate discrimination, harassment and victimisation and other prohibited conduct.
  - (b) Advance equality of opportunity between people who share a relevant protected characteristic and persons who do not share it.
  - (c) Foster good relations between people who share a relevant protected characteristic and persons who do not share it.
19. 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:
- (a) remove or minimise disadvantages suffered by persons who share a relevant protected characteristic where those disadvantages are connected to that characteristic;
  - (b) 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 (;
  - (c) 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.
20. 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.
21. 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—
- (a) tackle prejudice, and
  - (b) promote understanding.
22. An Equality Impact Assessment (EIA) has not been undertaken in respect to this contract extension on the basis that this is continuation of an existing service and its impact will be transparent on users.

### **Procurement and Sustainability**

23. The former London Fire and Emergency Planning Authority awarded the contract to Vodafone by way of direct award utilising the Crown Commercial Service Network Services Framework (RM1045) Lot 6. The contract is for an initial term of two years with an option of further two year extension periods. It commenced on 1 April 2018 and Was extended by 12 months, so expires on the 31 March 2021. The proposal is to extend by a further and final one year extension period so it expires on 31 March 2022.
24. A recent approach from a competing supplier wishing to provide this service has confirmed that this contract offers value for money. A similar service provision was quoted and the costs were comparable.
25. A number of Responsible Procurement requirements are expected to be built into the re-tender including ethical sourcing standards for handsets, Electronics Watch monitoring terms and conditions, skills and other environmental standards. It can be expected that a better outcome will be achievable in this area if greater time is allocated to the procurement process to permit market engagement. Responsible Procurement performance of the supplier, Vodafone Limited includes:

- i. Compliant with the Modern Slavery Act with published Statement;
- ii. payment performance is 65% in 60 days, this includes intercompany payments, and they are not a signatory to any payment codes;
- iii. a commitment to 100% renewable energy supply by 2021; and
- iv. reporting an average gender pay gap of 19 pence.

### **Strategic Drivers**

- 26. The extension of the existing mobile telephony contract will allow the Brigade to continue to ensure that both operational and FRS staff are able to carry out their roles, to serve and protect the people of London, by having an effective mobile communications system in place to support both front line and support activities. As outlined earlier, mobile telephony supports critical activities in the Transformation Delivery Plan and the Grenfell Tower Action Plan.

### **Workforce Impact**

- 27. It is not anticipated that there will be any workforce implications associated with the extension of the existing mobile telephony contract.

### **Finance comments**

- 28. This report recommends the extension of the mobile telephony contract for a further 12 months from its expiry date on 31 March 2021. The contract, which has been in place since 2017, is for the provision of all mobile telephony services to the Brigade. The report notes that this will result in revenue costs of £487,000 for the 2021/22 financial year. This cost will be contained within the existing ICT revenue budgets

### **Legal comments**

- 29. This report seeks approval to commit expenditure and to extend the existing contract for mobile telephony contract for a further and final 12 month period.
- 30. Under section 9 of the Policing and Crime Act 2017, the London Fire Commissioner (the "Commissioner") is established as a corporation sole with the Mayor appointing the occupant of that office.
- 31. Section 1 of the Fire and Rescue Services Act 2004 ('the 2004 Act') states the Commissioner is the fire and rescue authority for Greater London. Under sections 7 to 9 of the Act, the Commissioner must secure, amongst other things, the provision of equipment necessary to efficiently meet the requirements of the fire and rescue authority.
- 32. Under section 327D of the GLA Act 1999, as amended by the Policing and Crime Act 2017, the Mayor may issue to the Commissioner specific or general directions as to the manner in which the holder of that office is to exercise his or her functions.
- 33. By direction dated 1 April 2018, the Mayor set out those matters, for which the Commissioner would require the prior approval of either the Mayor or the Deputy Mayor for Fire and Resilience (the "Deputy Mayor"). In particular, paragraph (b) of Part 2 of the said direction requires the 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...". The recommended decision to extend the contract and commit expenditure far exceeds this value, therefore, this report to the Deputy Mayor fulfils the aforementioned requirement in the direction.
- 34. The body of the report confirms the Procurement Department have been engaged with the supplier in relation to the extension of the contract to ensure compliance with the requirements set out in the Public Contract Regulations 2015 ('the regulations') and the LFC standing orders. Under regulation 72 of the regulations, contracts can be modified without a new procurement procedure, as in this case, where

modifications , irrespective of their monetary value have been provided for in the initial procurement documents in clear, precise and unequivocal review clauses provided such clauses state the scope and nature of possible modification, and it does not alter the overall nature of the contract.

35. The Commissioner's Board must in advance the report being presented to the Deputy Mayor, and the Commissioner taking a decision, first note the contents of the report in accordance with the Terms of Reference of the Commissioner's Board. The proposed recommendation for the London Fire Commissioner to delegate authority to the Assistant Director of Technical and Commercial to deal with the contract extension is permitted under Part 4 of the LFC's Scheme of Delegation.

## List of Appendices

| Appendix | Title | Protective Marking |
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| 1.       | None  |                    |