

GREATER LONDON AUTHORITY

REQUEST FOR DEPUTY MAYOR FOR FIRE & RESILIENCE DECISION – DMFD26

Title: Procurement of Travel and Accommodation Services

Executive Summary:

Report LFC-0139 to the London Fire Commissioner seeks approval to award a contract for travel and accommodation services to Corporate Travel Management Limited (CTM) under the collaborative National Health Service framework for Travel Management Services (SBS/16/SB/ZXS/892) and includes streamlining supporting business processes to reduce transaction costs.

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:

The Deputy Mayor for Fire and Resilience:

Approves the expenditure of circa £1m by the London Fire Commissioner for the purpose of awarding a contract with Corporate Travel Management Limited for the delivery of travel and accommodation services.

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:

6/6/19

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

Decision required – supporting report

1. Introduction and background

- 1.1. The London Fire Commissioner's requirement for travel and accommodation services includes train, air travel and hotel accommodation. Currently, the Commissioner's annual spend is approximately £240,000. The National Health Service (NHS) has let a collaborative framework for travel and accommodation services. The framework is led by NHS Shared Business Services and is a collaboration of parties across the public sector. It is available to all public sector bodies, including the London Fire Commissioner.

2. Objectives and expected outcomes

- 2.1. The new proposed contract using the NHS framework provides an online booking system and a helpline for phone-based support. Services will be invoiced on a monthly basis with a single consolidated invoice. The contract is based on the payment of the actual price of the travel ticket, hotel room, etc., plus defined transaction fees. There are no associated framework fees charged under the new contract. Accounting for the annual expenditure by the Commissioner and the basis of the contract pricing, the contract value is expected to be around £960k, over four years.
- 2.2. The transaction fees charged by CTM under the new framework demonstrate a significant reduction over the current charges, as set out in the table below:

Booking Type	Transaction fees under the current contract per booking	Transaction fees under the new contract per booking	Savings on transaction fees per booking
Rail	£2.86	£1.86	35%
Air	£7.90	£5.00	37%
Hotel	£2.50	£1.50	40%

- 2.3. The new contract under the NHS collaborative framework provides best value for the Commissioner. This is achieved by the reduced transaction fees and the improved back office efficiency on booking and invoice processing will also provide best value.
- 2.4. Contracting with the current supplier (CTM) under the new framework will avoid the need for additional training of LFB staff as the supplier's online system would remain the same. Consequently, continuing with the current supplier—but within an advantageous framework—removes set-up costs for the Commissioner. Report LFC-0139 (see Appendix 1 to this decision) provides details about the improved and streamlined processes and the reporting and invoicing arrangements offered to the Commissioner through the award of this contract. The anticipated benefits are:
- a) It will reduce the transaction workloads for all LFB departments because individual Purchase Order Management System (POMS) orders will be replaced by one annual POMS order. The time spent by departments in booking travel will be significantly reduced.
 - b) It provides accurate data and information workflows i.e. the travel booker strikes the deal in a live environment thereby securing the travel and accommodation at a confirmed price without vulnerability to dynamic price changes in the market.
 - c) Given the increased accuracy of order information, invoice to order matching is vastly improved thereby reducing the non-value adding administrative remedial work previously undertaken by the POMS team in processing monthly invoices.

- d) The ease and accuracy of invoice processing has the potential to allow LFB to fully automate the invoice processing in the future. The current process relies on a .pdf version of the invoice and is not truly automated.
 - e) Handling credits separately will reduce adverse impacts on the invoice processing.
- 2.5. The change in the processes will remove the majority of the issues regarding invoice processing that exist with the current process. The new process facilitates more financial accountability and control within departments for their travel budgets.
- 3. Equality comments**
- 3.1. Section 149 of the Equality Act (2010) includes the Public Sector Equality Duty which applies to the London Fire Brigade when it makes decisions. This duty requires them to have regard to the need to:
- a) Eliminate unlawful discrimination, harassment and victimisation and other behaviour prohibited by the Act. In summary, the Act makes discrimination etc. on the grounds of a protected characteristic unlawful.
 - b) Advance equality of opportunity between people who share a protected characteristic and those who do not.
 - c) Foster good relations between people who share a protected characteristic and those who do not including tackling prejudice and promoting understanding.
- 3.2. The protected characteristics are age, disability, gender reassignment, pregnancy and maternity, marriage and civil partnership, race, religion or belief, gender, and sexual orientation. The Act states that 'marriage and civil partnership' is not a relevant protected characteristic for (b) or (c) although it is relevant for (a).
- 3.3. The commitment to equalities is reinforced with the following inclusions in the NHS framework.
- 3.4. *The Supplier shall:*
- a) *ensure that (a) it does not, whether as employer or as provider of the Services, engage in any act or omission that would contravene the Equality Legislation, and (b) it complies with all its obligations as an employer or provider of the Services as set out in the Equality Legislation and take reasonable endeavours to ensure its Staff do not unlawfully discriminate within the meaning of the Equality Legislation;*
 - b) *in the management of its affairs and the development of its equality and diversity policies, co-operate with the Authority in light of the Authority's obligations to comply with its statutory equality duties whether under the Equality Act 2010 or otherwise. The Supplier shall take such reasonable and proportionate steps as the Authority considers appropriate to promote equality and diversity, including race equality, equality of opportunity for disabled people, gender equality, and equality relating to religion and belief, sexual orientation and age; and*
 - c) *the Supplier shall impose on all its subcontractors and suppliers, obligations substantially similar to those imposed on the Supplier by Clause 26 of this Schedule 2b of these Call-off Terms and Conditions.*
 - d) *The Supplier shall meet reasonable requests by the Authority for information evidencing the Supplier's compliance with the provisions of Clause 26 of this Schedule 2b of these Call-off Terms and Conditions.*
- 3.5. This is further supported by the specification for the framework which states:

The Supplier shall arrange any supporting services required by travellers with specific needs, the details of which will be provided at the time of booking, for example, assistance upon arrival, wheelchair ramps at a station and assistance to board a train.

- 3.6. An Equalities Impact Assessment has been completed which has shown that there are no negative impacts on the equality groups, however, the associated Brigade policy on travel and accommodation will contain improvements e.g. advising travel bookers how to approach considering the needs of different equality groups such as arranging assisted luggage handling in the case of a disabled person travelling by train and how these will be supported by the supplier. As such, this will promote understanding and foster good relations between people who share a protected characteristic and those who do not.
- 3.7. The London Fire Commissioner and the Deputy Mayor for Fire and Resilience have considered the duties under the Act, including the duty to foster good relations in the community and the requirement to advance good relations between those who share protected characteristics and those who do not. They note the lack of negative impacts between groups and that there are no opportunities to advance relations between groups, nor in the community, with this decision.

4. Other considerations

Procurement and Sustainability

- 4.1. Under the terms of the NHS framework, the Commissioner can directly award a contract to Corporate Travel Management, their current supplier, thereby making savings on current prices and reducing procurement costs. The new contract will also support the streamlining of transaction processes, thereby reducing the costs of administration.
- 4.2. The contract term will be two years, with options to extend up to two years. The new contract for travel management services will provide the following scope of services:
- a) Rail;
 - b) Domestic, European and International Air Travel;
 - c) Ferry Services;
 - d) Accommodation, including Hotels;
 - e) Conference and Event Planning; and
 - f) Venue hire.

Strategic drivers

- 4.3. Page 49 of the London Safety Plan commits the Commissioner to: "... maximise how it spends public money, ensuring that the Brigade is supported through intelligent systems and data, property investment, procurement, vehicles and equipment". Further, the Plan commits the Commissioner to: "explore the potential for other shared service arrangements to ensure that the Brigade offers the best value for money to the public". This decision supports and delivers upon both of these strategic aims.

Workforce

- 4.4. A detailed travel policy with procedural guidance will be developed by Procurement and People Services departments so that staff understand the new processes. This will also include their particular roles and responsibilities as well as authorisation levels and the limitations on what travel and accommodation elements can be booked under the contract.

Collaboration with the Greater London Authority

- 4.5. Travel and accommodation services forms part of the common and simple group of items which is managed by the GLA Collaborative Procurement Team (CPT). Previously, Capita had been awarded the contract to supply the Metropolitan Police Service (MPS), but it became apparent that Capita was unable to fulfil the Commissioner's requirements for a number of reasons:
- a) Capita could provide an e-invoice with supporting information; however, the format was incompatible with the Commissioner's system requirements.
 - b) Capita were unable to provide all of the required data (such as individual order numbers making up the consolidated invoice).
 - c) Capita offered to develop a reporting solution to the above issues at a charge of £5k. However, Capita subsequently withdrew this offer because of their own impending system changes.
 - d) Capita refused to engage in further discussions to resolve the data workflow issues for invoicing and reporting purposes. At this point, the Commissioner explored other collaborative frameworks. The NHS framework provides a solution that meets the needs of the LFB.
- 4.6. The GLA's Collaborative Procurement programme has scheduled a re-procurement of Travel with the intention to award a GLA contract later in 2019. Given the pressing need to have a compliant contract in place, the proposed contract award to CTM will have a restricted duration of two years with an option to extend for up to a further two years, if required. This facilitates engaging with the GLA collaborative procurement to include the Commissioner's requirements; joining the GLA contract in 2021 if requirements can be fulfilled; and enabling the alignment of contract expiry dates thereafter.

5. Financial comments

- 5.1. This report seeks approval to award a contract for travel and accommodation services to Corporate Travel Management Limited (CTM) under the collaborative NHS framework for Travel Management Services.
- 5.2. The new contract is expected to streamline processes and also provide a savings on transaction fees. The current annual spend of £240k includes transaction fees of approximately 3-4%, i.e., £7.2k – £9.6k. Based on an average savings of 37% on transaction fees, it is expected that there would be a savings of £2.7k – £3.6k per annum that can be incorporated into the budget process.
- 5.3. Based on current annual spend of £240k, the value of the contract is likely to be £960k if it runs for four years. However, the actual value will be dependent on the Commissioner's travel and accommodation requirements each month. As noted above, travel and accommodation costs are included within the revenue budget and will be reviewed each year as part of the budget process. The expenditure is to be funded through sums available to the Commissioner. There are no direct financial implications for the GLA.

6. Legal comments

- 6.1. 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. 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.
- 6.2. 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").

- 6.3. 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...".
- 6.4. The Deputy Mayor's approval is accordingly required for the Commissioner to procure travel and accommodation services under a new contract in value above £150,000 as proposed in this report.
- 6.5. The arrangement proposed is consistent with the Commissioner's power under section 5A of the Fire and Rescue Services Act 2004 to procure services they consider appropriate for purposes incidental to their functional purposes.
- 6.6. The proposed service has been procured in compliance with the Public Contracts Regulations 2015. The NHS Shared Business Services has conducted a compliant OJEU procurement to set up the National Health Service framework for Travel Management Services (SBS/16/SB/ZXS/892), from which the General Counsel notes in the report that the Commissioner is able to make a compliant call off.

Appendices and supporting papers:

LFC-0139: 'Procurement of Travel and Accommodation Services'

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

If YES, for what reason:

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

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

✓

Assistant Director/Head of Service

Tom Middleton 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

This decision was agreed by the Corporate Investment Board on 3 June 2019.

EXECUTIVE DIRECTOR, RESOURCES:

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

Signature

M. D. Blle

Date

6.6.19

Report title

Procurement of Travel and Accommodation Services

Report to

Operations Directorate Board
Commissioner's Board
Fire and Resilience Board

Date

20 February 2019
27 February 2019
9 April 2019

Report by

Assistant Director, Technical and Commercial

Report Number

LFC-0139
FRB-0041

Protective marking: **NOT PROTECTIVELY MARKED**

Publication status: Published in full

Summary

This report seeks approval to award a contract for travel and accommodation services to Corporate Travel Management Limited (CTM) under the collaborative National Health Service framework for Travel Management Services (SBS/16/SB/ZXS/892) and includes streamlining supporting business processes to reduce transaction costs.

Recommended Decision

The London Fire Commissioner (LFC) authorises the Assistant Director of Technical and Commercial to award a contract up to the value of £960k for travel and accommodation services to Corporate Travel Management Limited under the collaborative National Health Service framework.

Background

1. The LFC's requirement for travel and accommodation services includes train, air travel and hotel accommodation. Currently, our annual spend is approximately £240k.
2. The National Health Service (NHS) has let a collaborative framework for travel and accommodation services. The framework is led by NHS Shared Business Services and is a collaboration of parties across the public sector. It is available to all public sector bodies including the LFC.
3. Under the terms of the NHS framework, the LFC can directly award a contract to Capital Travel Management, our current supplier, thereby making savings on current prices and reducing procurement costs. The new contract will also support the streamlining of our back office transaction processes, thereby reducing the costs of administration.

Details of the proposed new contract

4. The contract term will be 2 years to commence 15 May 2019, with options to extend up to 2 years.
5. The new contract for travel management services will provide the following scope of services:

- Rail
 - Domestic, European and International Air Travel
 - Ferry Services
 - Accommodation, including Hotels
 - Conference and Event Planning
 - Venue hire
6. The new contract provides an online booking system and a helpline for phone based support. Services will be invoiced on a monthly basis with a single consolidated invoice. The contract is based on the payment of the actual price of the travel ticket, hotel room etc plus defined transaction fees. There are no associated framework fees charged under the new contract.
7. The transaction fees charged by CTM under the new framework demonstrate a significant reduction over the current charges, as set out in the table below:

Booking Type	Transaction fees under the current contract per booking	Transaction fees under the new contract per booking	Savings on transaction fees per booking
Rail	£2.86	£1.86	35%
Air	£7.90	£5.00	37%
Hotel	£2.50	£1.50	40%

8. The new contract under the NHS collaborative framework provides best value for the LFC. This is achieved by the reduced transaction fees and the improved back office efficiency on booking and invoice processing will also provide best value – see paragraphs 10-21 for further details.
9. Contracting with our current supplier (CTM) under the new framework will avoid the need for additional training of LFB staff as the supplier's online system would remain the same.

Streamlining business processes to reduce transactions costs

10. The current back office processes for the purchase and payment of travel and accommodation are cumbersome and involve a degree of administrative resources which are not commensurate with the value and non strategic nature of the spend. In other words, the amount of administration currently involved is disproportionate to the service being delivered. As part of the implementation of the new contract, these processes will be streamlined as detailed in paragraphs 16-21 below.

The current order and invoice processes

11. Under the current process, there are three stages for a travel booker to make a booking :
- Using the supplier's online system, search and select the requirement (e.g. rail ticket, hotel room). Save the selection within the online application (this is effectively a quotation for the service).
 - Using the LFB Purchase Order Management System (POMS), enter the details and values from the quotation as a requisition; this is subsequently authorised by the approver and the requisition becomes a purchase order.
 - Using the supplier's online system, the quotation is converted to a booking by entering the POMS order number as reference.

12. The current travel booking process causes a number of issues for the travel bookers, procurement and finance teams.

- Requisitioning and then approving the POMS requisition into an official POMS order number can take several days during which time the quotation may become invalid e.g. seats unavailable, all the cheaper tickets sold out, hotel rooms becoming unavailable, and various price changes according to fluctuating supply and demand. In addition, because the POMS application and the supplier's online system are separate, it is currently possible for a travel Booker to use a POMS order to book travel on the online system at different prices, which causes mismatches between the official POMS order and the invoice.
- A travel Booker may confirm a booking based on new information on the supplier's online system, but should then inform the POMS team of the change in values on the order. Invariably, this does not happen and is a weak link in the workflow, which requires further administrative resource to correct. If the POMS order value remains unchanged, this results in mismatching of invoices to purchase orders. This further results in delays to payments and manual interventions to retrospectively correct the information on the purchase order to enable payment to the supplier.

13. The consequence of the above is that the monthly consolidated invoice often cannot be processed as the individual order lines do not match the POMS values. Before the invoice can be processed each order line of the invoice has to be re-checked against the original order. If there is a difference this has to be validated with the ordering department and if required the POMS value is changed. This process however could take several days and any single invoice will contain multiple lines which need correction.

14. To assist with this, a weekly transaction report (derived from the supplier MIS [management information system] system) is produced to forewarn the POMS team about the values being used. This does not eliminate the additional administrative work but enables much of the extra administration to be done before the arrival of the invoice. Nevertheless, the current processing is cumbersome, inefficient and ineffective requiring an inordinate amount of manual fixes to what should be a smooth electronic workflow.

15. Both the booking and invoice processing involve additional administrative time and effort which add no value but incur extra costs, time and resources.

The new order processes

Departmental annual POMS order

16. At the beginning of each financial year, individual departments will generate a POMS order based on their travel budget. The POMS order number will then be used throughout the year by designated travel bookers on the supplier's online system to book travel and accommodation. Multiple bookings throughout the year on the supplier online system will be receipted in POMS against the annual purchase order.

17. Each department will be required to proactively manage their own travel budget, particularly the used amounts against their annual POMS order. Orders will need to be receipted in a timely manner by each department. If at anytime the total order value is exceeded then the department will be required to request an amendment to the original order or raise a new order before further online bookings can be made.

Information and reporting for budget monitoring

18. The information available in LFB's BEAT (budget monitoring information) system will be total spend on travel and accommodation by department. Hence, this will not include granular detail of the various

elements of spend (train, hotel room etc). However, such information will be available within the supplier's MIS reports. For such granular detail to be available within BEAT against the relevant subjective, each department would have to raise separate annual orders for each purchase type (e.g. Rail, Overseas, Hotel etc.). This would otherwise increase the amount of transaction processing and administrative input which are prohibitive. Given that such information is not of a strategic value, using the granular information from the supplier's MIS reports is deemed appropriate from a best value use of resources.

Booking Travel

19. Each department will have at least 2 members of staff responsible for booking travel which provides cover for absence. The process for booking travel and accommodation will be simplified as a fast single stage process. Using the supplier's online system, the travel booker searches and selects the requirement (e.g. rail ticket, hotel room), enters the POMS order number and strikes the deal immediately, thereby securing the price and availability. As currently, the booker will manage the ticket distribution, notification of train schedules etc. Authorisation limits and restrictions on what can be booked will be controlled by restrictions configured in the online booking system as well as the overall Travel and Accommodation policy (see paragraph 26).

Invoicing

20. The supplier will provide LFB with a consolidated monthly e-invoice. Given that the new process involves only one version of the pricing data, the incidence of order to invoice mismatches will be significantly reduced, if not completely eliminated.
21. LFB's POMS and Masterpiece systems are unable to process credits and therefore these will be provided separately for manual processing, as per current practice.

Benefits of the new processes

22. The new process will deliver the following benefits:
 - It will reduce the transaction workloads for all LFB departments because individual POMS orders will be replaced by one annual POMS order. The time spent by departments in booking travel will be significantly reduced.
 - It provides accurate data and information workflows i.e. the travel booker strikes the deal in a live environment thereby securing the travel and accommodation at a confirmed price without vulnerability to dynamic price changes in the market.
 - Given the increased accuracy of order information, invoice to order matching is vastly improved thereby reducing the non value adding administrative remedial work previously undertaken by the POMS team in processing monthly invoices.
 - The ease and accuracy of invoice processing has the potential to allow LFB to fully automate the invoice processing in the future. The current process relies on a .pdf version of the invoice and is not truly automated.
 - Handling credits separately will reduce adverse impacts on the invoice processing.
 - The change in the processes will remove the majority of the issues regarding invoice processing that exist with the current process. The new process facilitates more financial accountability and control within departments for their travel budgets.

Collaboration with GLA

23. Travel and accommodation services forms part of the common and simple group of items which is managed by the GLA Collaborative Procurement Team (CPT). Previously, Capita had been awarded

the contract to supply the Metropolitan Police Service (MPS), but it became apparent that Capita was unable to fulfil LFB's requirements for a number of reasons:

- Capita could provide an e-invoice with supporting information, however, the format was incompatible with LFB's system requirements and also Capita were unable to provide all of the required data (such as individual order numbers making up the consolidated invoice).
- Capita offered to develop a reporting solution to the above issues at a charge of £5k. However, Capita subsequently withdrew this offer because of their own impending system changes.
- Subsequently, Capita refused to engage in further discussions to resolve the data workflow issues for invoicing and reporting purposes. At this point, LFB explored other collaborative frameworks. The NHS framework provides a solution that meets the needs of the LFB.

24. The GLA's Collaborative Procurement programme has scheduled a re-procurement of Travel with the intention to award a GLA contract later in 2019. Given the pressing need for LFB to have a compliant contract in place, the proposed contract award to CTM will have a restricted duration of two years with an option to extend for up to a further two years, if required. This facilitates both LFB engaging with the GLA collaborative procurement to include LFB's requirements, joining the GLA contract in 2021 if LFB's requirements can be fulfilled, and enabling the alignment of contract expiry dates thereafter.

Industry standard processes for travel and accommodation

25. The LFB's current process for travel bookings differs from the process used by other organisations. Some organisations such as HMRC manage their bookings under a single central budget and departments order against that budget. Other organisations such as Sony UK have set up a central travel administration team to manage all bookings. However, for LFB, consultation with internal stakeholders (from the various departments) resulted in a request to maintain separate order processing and discrete allocations to individual budgets for budget monitoring purposes. The new order and invoice processing system facilitates these to an appropriate level.

Travel & Accommodation Policy

26. A detailed travel policy with procedural guidance will be developed by Procurement and People Services departments so that staff understand the new processes. This will also include their particular roles and responsibilities as well as authorisation levels and the limitations on what travel and accommodation elements can be booked under the contract.

Conclusion

27. The immediate need is to award the new contract to CTM and to effect the back office processing changes and thereby reduce the current level of transaction costs. The feasibility of using a corporate credit card system will be explored in the future.

Finance comments

28. This report seeks approval to award a contract for travel and accommodation services to Corporate Travel Management Limited (CTM) under the collaborative NHS framework for Travel Management Services.
29. The new contract is expected to streamline processes and also provide a savings on transaction fees. The current annual spend of £240k includes transaction fees of approximately 3-4%, i.e, £7.2k - £9.6k.
30. Based on an average savings of 37% on transaction fees, set out in paragraphs 6 and 7 above, it is expected that there would be a savings of £2.7k - £3.6k per annum that can be incorporated into the budget process.

Workforce comments

31. No direct implications associated with the contract or the contents of this report have been identified which require staff side consultation.

Legal comments

32. 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. 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").
34. 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...".
35. The Deputy Mayor's approval is accordingly required for the Commissioner to procure travel and accommodation services under a new contract in value above £150,000 as proposed in this report.
36. The arrangement proposed is consistent with the Commissioner's power under section 5A of the Fire and Rescue Services Act 2004 to procure services they consider appropriate for purposes incidental to their functional purposes.
37. The proposed service has been procured in compliance with the Public Contracts Regulations 2015. The NHS Shared Business Services has conducted a compliant OJEU procurement to set up the National Health Service framework for Travel Management Services (SBS/16/SB/ZXS/892), from which the General Counsel notes in the report that the Commissioner is able to make a compliant call off.

Sustainability implications

38. CTM will continue to provide reporting information regarding carbon emissions for air travel bookings, which forms part of the data requirement for corporate performance reporting on CO2 emissions. All domestic flight searches are automatically presented with the alternative rail travel information alongside the flight option to encourage lower emission travel options.

Equalities implications

39. Section 149 of the Equality Act (2010) includes the Public Sector Equality Duty which applies to the London Fire Brigade when it makes decisions. This duty requires us to have regard to the need to:
 - a. Eliminate unlawful discrimination, harassment and victimisation and other behaviour prohibited by the Act. In summary, the Act makes discrimination etc. on the grounds of a protected characteristic unlawful.
 - b. Advance equality of opportunity between people who share a protected characteristic and those who do not.
 - c. Foster good relations between people who share a protected characteristic and those who do not including tackling prejudice and promoting understanding.

40. The protected characteristics are age, disability, gender reassignment, pregnancy and maternity, marriage and civil partnership, race, religion or belief, gender, and sexual orientation. The Act states that 'marriage and civil partnership' is not a relevant protected characteristic for (b) or (c) although it is relevant for (a).

41. The commitment to equalities is reinforced with the following inclusions in the NHS framework.

41.1 The Supplier shall:

- ensure that (a) it does not, whether as employer or as provider of the Services, engage in any act or omission that would contravene the Equality Legislation, and (b) it complies with all its obligations as an employer or provider of the Services as set out in the Equality Legislation and take reasonable endeavours to ensure its Staff do not unlawfully discriminate within the meaning of the Equality Legislation;
- in the management of its affairs and the development of its equality and diversity policies, co-operate with the Authority in light of the Authority's obligations to comply with its statutory equality duties whether under the Equality Act 2010 or otherwise. The Supplier shall take such reasonable and proportionate steps as the Authority considers appropriate to promote equality and diversity, including race equality, equality of opportunity for disabled people, gender equality, and equality relating to religion and belief, sexual orientation and age; and
- the Supplier shall impose on all its subcontractors and suppliers, obligations substantially similar to those imposed on the Supplier by Clause 26 of this Schedule 2b of these Call-off Terms and Conditions.
- The Supplier shall meet reasonable requests by the Authority for information evidencing the Supplier's compliance with the provisions of Clause 26 of this Schedule 2b of these Call-off Terms and Conditions.

41.2 This is further supported by the specification for the framework which states:

- The Supplier shall arrange any supporting services required by travellers with specific needs, the details of which will be provided at the time of booking, for example, assistance upon arrival, wheelchair ramps at a station and assistance to board a train.

42. An Equalities Impact Assessment has been completed which has shown that there are no negative impacts on the equality groups, however, the associated Brigade policy on travel and accommodation (refer to paragraph 26) will contain improvements e.g. advising travel bookers how to approach considering the needs of different equality groups such as arranging assisted luggage handling in the case of a disabled person travelling by train and how these will be supported by the supplier. As such, this will promote understanding within relations between people who share a protected characteristic and those who do not.

