

## DMPC Decision – PCD 1030

**Title:** Property Services - Cleaning Contract Variation

### Executive Summary:

This paper seeks approval for a variation to the cleaning contract to continue the enhanced cleaning regime delivered during the Covid-19 pandemic at a reduced cost to that incurred in the last year, and to regularise the pre-pandemic contract performance issues. The value of the 12-month variation is £3,100,000 which will be funded from within the existing budget.

### Recommendation:

The Deputy Mayor for Policing and Crime is recommended to:

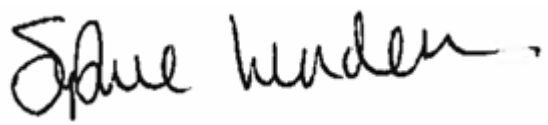
1. Approve the continuation of cleaning in the MOPAC estate at an enhanced level to that delivered pre-Covid for a further 12 month period. The additional cleaning services have been widely recognised as delivering a positive outcome for the MPS over the past 15 months since the pandemic commenced and this has been key to successfully providing the 'Covid secure' workplaces introduced by legislative change. Retaining this workforce is an essential requirement as the UK returns to post-restrictions working patterns with greater numbers of Officers and Staff returning to the MOPAC estate.
2. Approve that Property Services negotiate and implement that change into the current contract with the existing MOPAC cleaning supplier up to a value of £3.1m per year for a further 1 year period. This will secure the retention of the additional 100 staff currently seconded on short term contracts to support the MPS response to+ COVID 19 by way of a formal contract variation will ensure the MPS retains service levels, but at a lower cost.
3. Agree to Option 4 as the endorsed option for a 1 year period.

### 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** 24/09/2021

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

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

- 1.1. The cleaning contract was awarded with effect from April 2018. In 2020 responding to the pandemic a series of contract variations within the delegation of the Metropolitan Police Service were agreed to enhance the cleaning regime.
- 1.2. This paper seeks approval to a 12-month contract variation to continue the enhanced cleaning regime and to address the pre-pandemic contract performance issues.

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

- 2.1. In response to the pandemic in 2020 an enhanced cleaning regime was put in place to ensure Covid-secure working environments were provided for officers and staff. This was provided by way of an increased overtime allowance to existing cleaning contract operatives and the securing of additional cleaners.
- 2.2. This paper seeks approval for the cessation of the overtime allowance and to negotiate with the contract provider to secure the additional cleaners to form part of the overall cleaning workforce and rectify performance issues experienced pre-pandemic.

### **3. Financial Comments**

- 3.1. The estimated additional cost of the contract variation is £3.1m. This cost will be met from within MPS resources – either the existing Property Services budget and/or the ear-marked reserve for Covid-19 pressures.

### **4. Legal Comments**

- 4.1. MPS Legal Services assure that the proposed contract variation is within the Public Contracts Regulations 2015.
- 4.2. Paragraph 4.13 of the MOPAC Scheme of Delegation and Consent provides that the Deputy Mayor for Policing and Crime (DMPC) has delegated authority to approve all unforeseen variations and extensions to contracts with an original value of £500,000 or above, when the variation or extension is greater than 10% of the original value and/or is for a period of more than 12 months.
- 4.3. Further legal advice is set out in the restricted section of the report.

### **5. Commercial Issues**

- 5.1. This paper refers to the supply of cleaning services to the MOPAC estate, and by way of a contract variation regularising the uplift in cleaning which arose from the Covid-19 pandemic. The variation will also address the recovery of the contract that had performance issues prior to the pandemic.

- 5.2. The MPS assured that the London Living Wage is paid to all cleaners.
- 5.3. Further information is contained in the restricted section of the report.

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

- 6.1. MOPAC will adhere to the Data Protection Act (DPA) 2018 and ensure that any organisations who are commissioned to do work with or on behalf of MOPAC are fully compliant with the policy and understand their GDPR responsibilities.
- 6.2. The MPS assure that the contract variation 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. MOPAC is required to comply with the public sector equality duty set out in section 149(1) of the Equality Act 2010. This requires MOPAC to have due regard to the need to eliminate discrimination, advance equality of opportunity and foster good relations by reference to people with protected characteristics. The protected characteristics are: age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.
- 7.2. The MPS assure there to be no negative equality or diversity implications arising from this process negating the requirement to present any mitigation.

## **8. Background/supporting papers**

- Appendix 1 MPS Report Reassurance Cleaning

**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 – YES

**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**

Commercial issues are covered in the body of the report.

✓

**GDPR/Data Privacy**

GDPR compliance issues are covered in the body of the report.

✓

**Drafting Officer**

Alex Anderson has drafted this report in accordance with MOPAC procedures.

✓

**Director/Head of Service:**

The MOPAC Chief Finance Officer and Director of Corporate Services has reviewed the request and is satisfied it is correct and consistent with the MOPAC's plans and priorities.

✓

**Chief Executive Officer**

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

Signature



Date 24/09/2021



***Reassurance Cleaning  
Business Justification Paper***

**MOPAC Investment Advisory & Monitoring meeting 19-08-21**

**Report by Vince Fihosy 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 report details the current position regarding provision of the additional reassurance cleaning that has been adopted by the MPS during the COVID pandemic. It details a background to the strained contractual relationship with the supplier and performance issues pre-covid, resulting from service specification changes.

Five options are considered along with implications and risks to each detail and financial implications set out for each, as summarised below:

Option 1 - Is to cease all additional activity and revert to pre-pandemic service.

Option 2 - Continue 'as is'.

Option 3 - Cease the overtime element of the work but retain new resources part time.

Option 4 - Cease the overtime but negotiate with the supplier to secure the full resource on current hours.

Option 5 - As option 4, but rationalise on a reduce staff number so making some improvement but not maintaining the full level of service leaving gaps in the service improvement.

**This paper recommends that Option 4 is adopted as it is the only one that enables improved services that have become established and expected by operational teams to continue estate wide. This option also enables the existing contract that was failing, as outlined in the next section, to recover.**

**Recommendations**

The Deputy Mayor for Policing and Crime, via the Investment Advisory and

Monitoring meeting (IAM), is asked to:

- 1. Approve the continuation of cleaning in the MOPAC estate at an enhanced level to that delivered pre-Covid for a further 12 month period. The additional cleaning services have been widely recognised as delivering a positive outcome for the MPS over the past 15 months since the pandemic commenced and this has been key to successfully providing the 'Covid secure' workplaces introduced by legislative change. Retaining this workforce is an essential requirement as the UK returns to post-restrictions working patterns with greater numbers of Officers and Staff returning to the MOPAC estate.**
- 2. Approve that Property Services negotiate and implement that change into the current contract with the existing MOPAC cleaning supplier up to a value of £3.1m per year for a further 1 year period. This will secure the retention of the additional 100 staff currently seconded on short term contracts to support the MPS response to COVID 19 by way of a formal contract variation will ensure the MPS retains service levels, but at a lower cost.**
- 3. Agree to Option 4 as the endorsed option for a 1 year period.**

### **Time sensitivity**

A decision is required from the Deputy Mayor by 29/08/21. This is because the easing of Covid restrictions is seeing the additional cleaning staff working around the MOPAC estate returning to their previous employers or taking new roles owing to the lack of certainty with the MPS. The majority of additional cleaning staff came from parts of the economy that closed during Covid such as Theatres and Museums which are now reopening.

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

### **Introduction and background**

This paper sets out the current position regarding provision of the additional reassurance cleaning that has been adopted by the MPS during the COVID pandemic. It details the background to the contractual relationship with the supplier and performance issues pre-covid, as a result of service specification changes.

Further to the above, this paper sets out five options for consideration, with the detail and financial implications set out for each, as summarised below:

#### **Option 1:**

Cease all additional activity and revert to pre-pandemic service. This option will have a zero cost implication but will put services back to pre-Covid standards which, as outlined below, was failing to meet operational expectations. It also fails to recognise the expectation built up in the workplace for the continuation of an enhanced level of cleaning.

Option 2:

Continue 'as is' which continues to carry current additional costs, may not provide adequate ability to vary post-pandemic services and carries a risk that staff not-CTC cleared may leave or start to migrate back to their original employers as detailed below.

Option 3:

Cease the overtime and enter into negotiation with the Supplier to provide a contract variation for the remaining 2 years of contract giving long-term security and employment of the resource at the current levels (part time).

Option 4:

Cease the overtime and negotiate with the supplier to secure the 100 reassurance cleaners full time, enabling them to form part of the overall cleaning workforce and rectify many issues causing service failures experienced pre-pandemic.

Option 5.

As option 4, but rationalise, optimise and prioritise to secure only the 61 full-time additional cleaners that are already CTC cleared. This would provide similar benefits to option 4 but leave some gaps in the service provided.

**This paper recommends that Option 4 is adopted as it is the only one that enables improved services that have become established and expected by operational teams to continue estate wide. This option also enables the existing contract that was failing, as outlined in the next section, to recover.**

## Issues for consideration

### The Strategic Case

1. The note proposes options to continue provision of an enhanced regime of cleaning beyond the 20/21 financial year on the premise that-
  - An enhanced level of cleaning has become embedded as the norm over the course of the last 15 months for all those that have worked on or around the estate throughout the pandemic
  - Cleaning has been fundamental in ensuring the MPS has remained 'Covid Safe'
  - NPCC guidance requiring members of the MPS to continue wearing PPE at least until restrictions are ended (this has remained in place following the general changes on 19<sup>th</sup> July). Further and ongoing reassurance is required to our staff as people who have been shielding, return to the office and the removal of the enhanced cleaning in the MOPAC estate is likely to create an unease amongst employees as Covid has not yet been defeated

- Government has been clear that although the vaccine roll out is underway and uptake amongst older adults has been high, the Covid-19 virus will not go away anytime soon and the MPS must therefore continue to follow guidelines to prevent spread.
- The estate strategy and officer growth targets will strain existing cleaning services with higher numbers of officers and staff occupying less space than we have today

Funding issues and legal compliance advice is set out in Part 2.

*The background to service delivery and the pre-covid issues are set out in Part 2.*

1. 'This information is contained in the restricted section of the report'.

### **Contributes to the MOPAC Police & Crime Plan 2017-2021<sup>1</sup>**

2. This change supports full return to work of support staff and those following government advice to work from home where possible and the need for distancing in buildings restricting available desk numbers which in turn supports operational policing

### **Financial, Commercial and Procurement Comments**

This is a negotiation of a change within an existing contract and not beyond the term of the existing contract. This negotiation will reduce the cost of reassurance cleaning to bring it in line with the original tendered rates. This cost is currently unfunded but PSD will try to manage costs from existing Property budgets. Should this not prove possible then we will utilise the existing ear-marked reserve for Covid pressures, within which sufficient funding is available. The cost of future years, and how this will be funded will need to be addressed as part of the wider business case for the procurement of a new cleaning contract. Further details on funding are outlined in Part 2.

### **Legal Comments**

3. 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, and amendments to, public contracts for goods and/or services valued at £189,330 or above shall be performed in accordance with the Regulations. This report confirms the value of the original contract exceeds this threshold.
4. Regulation 72 permits MOPAC to modify an existing contract in limited circumstances. Specifically, regulation 72(1)(b) provides a contract may be compliantly modified during its term without a new procurement procedure for additional services or supplies by the original contractor that have become necessary and were not included in the initial procurement, where a change of contractor:

(i) cannot be made for economic or technical reasons such as requirements of

---

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



interchangeability or interoperability with existing equipment, services or installations procured under the initial procurement; and

(ii) would cause significant inconvenience or substantial duplication of costs for the contracting authority provided that any increase in price does not exceed 50% of the value of the original contract.

5. This report confirms a number of technical and/or economic reasons why it is not possible to change contractor for the required additional services. It also confirms the modification shall not exceed 50% of the value of the original contract. On the basis of those reasons and the proposed value of the modification, DLS supports the use of regulation 72(1)(b) as the basis for the proposed modification.
6. Regulation 72(3) requires contracting authorities which have modified a contract in the case of regulation 72(1) (b) to send a notice to that effect for publication.
7. Paragraph 4.13 of the MOPAC Scheme of Delegation and Consent provides that the Deputy Mayor for Policing and Crime has delegated authority to approve all unforeseen variations and extensions to contracts with an original value of £500,000 or above, when the variation or extension is greater than 10% of the original value and/or is for a period of more than 12 months.

### **Equality Comments**

1. There are considered to be no negative equality or diversity implications arising from this process negating the requirement to present any mitigation.
2. In addition, it should be noted that the MPS support the Mayor's Responsible Procurement Policy including: Enhancing Social Value, Encouraging Equality and diversity, Embedding fair employment practices, Enabling skills, training and employment opportunities, promoting ethical sourcing practices and improving environmental sustainability.

### **Privacy Comments**

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.

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.

The Information Assurance and Information Rights units within MPS will be consulted at all stages to ensure the contract change meets its compliance requirements.

The contract does not use personally identifiable data of members of the public, so there are no GDPR issues to be considered.

### **Real Estate Implications**

1. This change support the Estate Strategy fully and is further detailed in the restricted section of the report.

### **Environmental Implications**

1. The MPS Environment Policy and the Environment and sustainability strategy will be taken into consideration.

### **Background/supporting papers**

1. There are no supporting Papers.

Report author: David Field Head of Facilities Management 07795061302

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

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

Part 2 of ***Reassurance Cleaning Business Justification Paper*** is exempt from publication for the following reasons:

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

The paper will cease to be exempt after 2 years