

## DMPC Decision – PCD 1274

**Title: Digital Public Contact Programme Extension and Re-Procurement of Consultancy Services**

### Executive Summary:

The Digital Public Contact Programme (DPC) provides a reliable and effective digital contact service between the public and the police. DPC includes the development of capabilities, services, content and national standards that allow the public to be informed, reassured and empowered in transacting, interacting and engaging with policing digitally

The DPC programme requires third party supplier support across three capability areas to ensure effective delivery of the above. The three existing supplier contracts expire in September and are required to be re-competed. To enable the re-competing the existing supply contracts need to be extended to December 2022 to allow for a smooth transition to any potential replacement suppliers and ensure continuity of delivery.

### Recommendation:

The Deputy Mayor for Policing and Crime is recommended to:

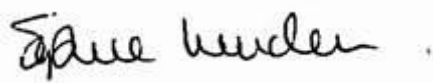
1. Approve a total value increase of £518k on the capability 2 contract with Issured to cover scope required by the programme in the period April – September 2022.
2. Approve a 3-month extension to the existing support contracts with Sarax, Issured and Deloitte (currently due to expire 30th September) from 1st October to 31st December 2022, including an associated value increase of £1.2m, to allow for re-procurement of the same and handover activity.
3. To initiate re-procurement activity via the Bloom NEPRO framework as set out below. These are at an estimated revenue cost of £4.5m per annum for a period of 4 years alongside a 25% contingency amount to reflect scope change and inflation to a maximum total of £22.77m fully funded from the Home Office grant agreement. Home Office funding is provided in 12-month tranches and no commitment will be made beyond the approved budget.
  - a. To approve additional contract headroom of £10m across the 4 capabilities should Citizen Portal be approved and funded by the Home Office. This will take total value of re-procurement activity to £32.77m.
4. To delegate the approval of the award of the contract to the preferred bidders to the Chief of Corporate Services, Director of Commercial Services, Director of Finance and Chief

Digital and Technology Officer, on the condition that the proposed costs are within the budget specified. Further that the contract for each of the preferred bidders can be signed by the Director of Commercial Services post approval of each award.

**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 15-9-22

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

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

- 1.1. The Home Office funded Digital Public Contact (DPC) provides a reliable and effective digital contact service between the public and the police.
- 1.2. The delivery of DPC includes the development of capabilities, services, content and national standards that allow the public to be informed, reassured and empowered in transacting, interacting and engaging with policing digitally.
- 1.3. The vision, mission and objective of DPC supports the Policing Vision and Strategy. Single Online Home (SOH) provides a national web-based platform aspiring to be a digital front counter for the public, offering a broad range of online police service.
- 1.4. In the delivery of this Programme there are several critical private sector supply partners providing essential project and technical services against specific contractual outcomes to meet the strategic programme outcomes and deliverables.
- 1.5. As the programme is set to continue, there is a requirement for contract extensions and in parallel a procurement strategy and subsequent procurement exercises to enable the continuity and quality of the services to be delivered to meet the strategic requirements of the programme, whilst also ensuring compliance and value for money for the taxpayer.
- 1.6. As a national policing programme, the MPS are the host force for the programme. The DPC programme's Vision, Mission, Objectives, Strategy and Tactics (VMOST) sits at a National Police Chiefs Council (NPCC) level, as does the programme board. The Home Office Grant Allocation is made directly between Home Office and MOPAC as the PCC for the Met. The overarching Business Case (OBC from 2017 updated to FBC in 2018/19) sits at the NPCC level and uses Information Management & Operational Requirements Coordination Committee as the Design Authority.
- 1.7. The Citizen Portal is the next evolution of the DPC programme. An application for funding is being discussed. Included in this paper is approval for contract headroom only to allow for timely deployment of this within the repurchased capabilities.

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

- 2.1. Once the contracts have been awarded, a summary briefing paper will be provided through appropriate governance channels with the key elements of the contract and preferred bidders.
- 2.2. There are no immediate additional costs involved in running the required procurements, over and above current programme resourcing and contract arrangements.

- 2.3. There will be no adverse operational impact from running these procurements. However, the evaluation effort must be carefully managed and potentially staggered to ensure no operational impact.
- 2.4. There will be no negative health and safety implication, no adverse social impact and no GDPR impact associated with this submission.

### **3. Financial Comments**

- 3.1. Home Office funding has been agreed for 2022-23, which will cover all programme costs in this financial year. Subsequent years will be confirmed prior to the commencement of the financial year. The committed spend on contracts will be limited to the firm funding made available by the Home Office, ensuring that the programme spend liability with third parties does not exceed the funding available.
- 3.2. Depending on the timing of the grant agreement, MOPAC may be contracted to pay suppliers ahead of receiving Home Office funds.

### **4. Legal Comments**

- 4.1. The recommended procurement route to contract via Bloom NEPRO is compliant with the Public Contract Regulations 2015 (PCRs).
- 4.2. The Mayor's Officer for Policing Crime 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 £213,477 (inclusive of VAT) or above will be procured in accordance with the Regulations.
- 4.3. The MOPAC Scheme of Delegation and Consent provides the Deputy Mayor for Policing and Crime ("DMPC") has delegated authority to approve business cases for revenue or capital expenditure of £500,000 and above (paragraph 4.8).
- 4.4. Paragraph 7.23 of the Scheme provides that the Director of Strategic Procurement has consent for the approval of the award of all contracts, with the exception of those called in through the agreed call in procedure. Paragraph 4.14 of the Scheme provides the DMPC reserves the right to call in any MPS proposal to award a contract for £500,000 or above.
- 4.5. Further information is contained in the restricted section of the report.

### **5. Commercial Issues**

- 5.1. The capabilities requiring extension and re-procurement are set out in the table below:

Capability	Services Scope
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Capability 1	PMO & Programme Management
Capability 2	Business Analysis & Information Assurance
Capability 3	Strategic Support & Assurance  (Including strategic, technical and commercial assurance, digital strategy & innovation)
Capability 4	Public Engagement & User Experience Design

- 5.2. The extension to existing contracts are required to allow for sufficient time to undertake the re-procurement activity and enable a transition period to allow for potential handover of in-flight work from incumbent providers to any new supplier.
- 5.3. There are no immediate additional costs involved in running the required procurements, over and above current programme resourcing and contract arrangements.
- 5.4. The NEPRO Framework Agreement procured via Bloom provides a compliant route to market and provides value for money in terms of:
  - a. The framework agreement is a relatively streamlined mechanism to conduct compliant mini competitions in a controlled manner and will reduce the impact on the evaluators capacity whilst they are also managing the programme.
  - b. Annual rebates of up to 0.6% will be paid back to the customer in terms of throughput from overall contract value.
  - c. Bloom estimate savings of 5-14% can be achieved and will provide benchmarking support and additional dedicated resources to support such large contracts.
  - d. A commercial contracting mechanism can be set up within the ITT's to provide a robust pricing, benchmarking, work-package and contract management solution that drive's value for money throughout the life of the contracts.
- 5.5. The recommended term is an initial 2 years with the option to extend up to a further 2 years in increments of 6 or 12 months (4 years max). However, the committed spend on the contracts will be limited to the confirmed Home Office Funding in place at the point of award or at the point of any variation or extension.
- 5.6. A risk assessment is included in the Business Justification Paper.
- 5.7. There are no implications for the London Anchor Institutions' Charter as this is an ongoing National Policing Project.

## 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 and 64 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's re-procurement does not use personally identifiable data of members of the public, so there are no current GDPR issues to be considered.
- 6.5. A DPIA has been completed for this service and remains under regular review. The MPS continue to ensure a privacy by design approach, which will allow the MPS to find and fix problems at the early stages of any project, ensuring compliance with GDPR. DPIAs support the accountability principle, as they will ensure the MPS complies with the requirements of GDPR and they demonstrate that appropriate measures have been taken to ensure compliance.

## **7. Equality Comments**

- 7.1. There will be no negative equality or diversity implication associated with this submission. The national nature of this programme allows for a wide variety of diverse suppliers to fulfil the operational needs of this programme. Digital Public contact reaches out to a diverse variety of communities across England and Wales and allows as many people as possible to contact the police in a way which suits them and so broadens access to policing services.
- 7.2. The Nepro framework is fully compliant with legal requirements, including Equality Law. It is based on NEPO term and conditions which state the commitment to providing its services in a way that promotes equality of opportunity at every possibility. Successful Suppliers will be asked to sign up to the terms which ensure that they adhere to these obligations. Successful Supplier's compliance to these obligations will be monitored throughout the Framework Contract Period.
- 7.3. There are no implications for the London Anchor Institutions' Charter as this is an ongoing National Policing Project.

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

- Report - Digital Public Contact Programme Extension and Re-Procurement of Consultancy Services

**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:

**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**

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 has been completed.

✓

**Drafting Officer**

Craig James has drafted this report in accordance with MOPAC procedures.

✓

**Director/Head of Service:**

The Interim 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**

*Hanahuchford.*

**Date 13-9-22**

## Digital Public Contact Programme Extension and Re-Procurement of Consultancy Services

MOPAC Investment Advisory & Monitoring meeting 18<sup>th</sup> August 2022

Report by Ben Harrison 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

The Digital Public Contact Programme (DPC) provides a reliable and effective digital contact service between the public and the police. DPC includes the development of capabilities, services, content and national standards that allow the public to be informed, reassured and empowered in transacting, interacting and engaging with policing digitally

The DPC programme requires third party supplier support across three capability areas to ensure effective delivery of the above. The three existing supplier contracts expire in September and are required to be re-competed. To enable the re-compete the existing supply contracts need to be extended to December 22 to allow for a smooth transition to any potential replacement suppliers and ensure continuity of delivery.

### Recommendations

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

1. **Approve a total value increase of £518k on the capability 2 contract with Issured to cover scope required by the programme in the period April – September 2022.**
2. **Approve a 3-month extension to the existing support contracts with Sarax, Issured and Deloitte (currently expire 30th September) from 1st October to 31st December 2022, including an associated value increase of £1.2m, to allow for re-procurement of the same and handover activity.**
3. **To initiate re-procurement activity via the Bloom NEPRO framework as set out below. These are at an estimated revenue cost of £4.5m per annum for a period of 4 years alongside a 25% contingency amount to reflect scope change and inflation to a maximum total of £22.77m fully funded from the Home Office grant agreement. Home Office funding is provided in 12-month tranches and no commitment will be made beyond approved budget.**
  - a. **To approve additional contract headroom of £10m across the 4 capabilities should Citizen Portal be approved and funded by the Home Office. This will take total value of re-procurement activity to £32.77m.**
4. **To delegate the approval of the award of the contract to the preferred bidders to the Chief of Corporate Services, Director of Commercial Services, Director of Finance and Chief Digital and Technology Officer, on the condition that the proposed costs are within the budget specified in Section 3.1. Further that the contract for each of the preferred bidders can be signed by the Director of Commercial Services post approval of each award.**

### Time sensitivity

A decision is required from the Deputy Mayor by 1<sup>st</sup> September 2022. This is to ensure time for the procurement activity to take place and ensure that the new contracts can commence before

the current contracts expire and to allow sufficient time for a handover period with contingency.

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

### **Introduction and background**

1. The Home Office funded Digital Public Contact (DPC) provides a reliable and effective digital contact service between the public and the police.
2. The delivery of DPC includes the development of capabilities, services, content and national standards that allow the public to be informed, reassured and empowered in transacting, interacting and engaging with policing digitally.
3. The vision, mission and objective of DPC supports the Policing Vision and Strategy. Single Online Home (SOH) provides a national web-based platform aspiring to be a digital front counter for the public, offering a broad range of online police service.
4. In the delivery of this Programme there are several critical private sector supply partners providing essential project and technical services against specific contractual outcomes to meet the strategic programme outcomes and deliverables.
5. As the programme is set to continue, there is a requirement for contract extensions and in parallel a procurement strategy and subsequent procurement exercises to enable the continuity and quality of the services to be delivered to meet the strategic requirements of the programme, whilst also ensuring compliance and value for money for the taxpayer.
6. As a national policing programme, the MPS are the host force for the programme. The DPC programme's Vision, Mission, Objectives, Strategy and Tactics (VMOST) sits at a National Police Chiefs Council (NPCC) level, as does the programme board. The Home Office Grant Allocation is made directly between Home Office and MOPAC as the PCC for the Met. The overarching Business Case (OBC from 2017 updated to FBC in 2018/19) sits at the NPCC level and uses Information Management & Operational Requirements Coordination committee as the Design Authority.
7. The Citizen Portal is the next evolution of the DPC programme. An application for funding is being discussed. Inclusion in this paper is approval for contract headroom only to allow for timely deployment of this within the reprocedured capabilities.

### **Issues for consideration**

8. Once the contracts have been awarded, a summary briefing paper will be provided through appropriate governance channels with the key elements of the contract and preferred bidders.
9. There are no immediate additional costs involved in running the required procurements, over and above current programme resourcing and contract arrangements.
10. Depending on the timing of the grant agreement, MOPAC may be contracted to pay suppliers ahead of receiving Home Office funds.
11. There will be no adverse operational impact from running these procurements. However, the evaluation effort must be carefully managed and potentially staggered to ensure no operational impact.

12. There will be no negative health and safety implication, no adverse social impact and no GDPR impact associated with this submission.

### **Contributes to the MOPAC Police & Crime Plan 2022-25<sup>1</sup>**

13. The vision, mission and objective of DPC supports the Policing Vision and Strategy. Single Online Home (SOH) provides a national web-based platform aspiring to be a digital front counter for the public, offering a broad range of online police service.

14. By using SOH as the initial point of contact, less police resource is required to manage demand. When looking at the core SOH services, SOH can mean between 50% and over 80% of contacts are dealt with digitally by the SOH triage and do not require police resource to triage them. SOH forces experienced a year-on-year reduction in 101 calls of 26% after adopting SOH, compared to 10% at non-SOH forces.

15. This contributes to the Police and Crime Plan 2022-2025<sup>1</sup> by freeing up resource to focus on making London a safer city and for Londoners to feel safer.

16. Commercial Services will use the re-procurement of DPC opportunity to leverage the investment capabilities to create enduring social and economic opportunities for the most vulnerable members of society.

17. The Statement of Requirements (SOR) will include sections on Social Value and Sustainability capabilities to be provided by the Supplier. It will incorporate:

- COVID-19 recovery:
- Tackling economic inequality
- Equal opportunity and social inclusion
- Wellbeing
- Fighting climate change

18. Social Value will be worth 10% of the overall evaluation criteria.

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

19. Capabilities requiring extension and re-procurement:

Capability	Services Scope
Capability 1	PMO & Programme Management
Capability 2	Business Analysis & Information Assurance
Capability 3	Strategic Support & Assurance (Including strategic, technical and commercial assurance, digital strategy & innovation)
Capability 4	Public Engagement & User Experience Design

20. The extension to existing contracts are required to allow for sufficient time to undertake the re-procurement activity and enable a transition period to allow for potential handover of in-flight work from incumbent providers to any new supplier.

21. There are no immediate additional costs involved in running the required procurements, over and above current programme resourcing and contract arrangements.

22. Home Office funding has been agreed for 2022-23, which will cover all programme costs in this financial year. Subsequent years will be confirmed prior to the commencement of the financial year. The committed spend on contracts will be limited to the firm funding made available by the Home Office, ensuring that the programme spend liability with third parties does not exceed the funding available.

23. Depending on the timing of the grant agreement, MOPAC may be contracted to pay suppliers ahead of receiving Home Office funds.

24. The NEPRO Framework Agreement procured via Bloom provides a compliant route to market and provides value for money in terms of:
- a. The framework agreement is a relatively streamlined mechanism to conduct compliant mini competitions in a controlled manner and will reduce the impact on the evaluators capacity whilst they are also managing the programme.
  - b. Annual rebates of up to 0.6% will be paid back to the customer in terms of throughput from overall contract value.
  - c. Bloom estimate savings of 5-14% can be achieved and will provide benchmarking support and additional dedicated resources to support such large contracts.
  - d. A commercial contracting mechanism can be set up within the ITT's to provide a robust pricing, benchmarking, work-package and contract management solution that drive's value for money throughout the life of the contracts.
25. The recommended term is an initial 2 years with the option to extend up to a further 2 years in increments of 6 or 12 months (4 years max). However, the committed spend on the contracts will be limited to the confirmed Home Office Funding in place at the point of award or at the point of any variation or extension.
26. A risk assessment is included in the Business Justification Paper.
27. There are no implications for the London Anchor Institutions' Charter as this is an ongoing National Policing Project.

### **Legal Comments**

28. The recommended procurement route to contract via Bloom NESPRO is compliant with the Public Contract Regulations 2015 (PCRs).
29. The Mayor's Officer for Policing Crime 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 £213,477 (inclusive of VAT) or above will be procured in accordance with the Regulations.
30. The MOPAC Scheme of Delegation and Consent provides the Deputy Mayor for Policing and Crime ("DMPC") has delegated authority to approve business cases for revenue or capital expenditure of £500,000 and above (paragraph 4.8).
31. Paragraph 7.23 of the Scheme provides that the Director of Strategic Procurement has consent for the approval of the award of all contracts, with the exception of those called in through the agreed call in procedure. Paragraph 4.14 of the Scheme provides the DMPC reserves the right to call in any MPS proposal to award a contract for £500,000 or above.
32. With regards to the extension further information is contained in the restricted section of the report and is exempt from publication under section 42 of FOIA (Legal Professional Privilege)

### **Equality Comments**

33. There will be no negative equality or diversity implication associated with this submission. The national nature of this programme allows for a wide variety of diverse suppliers to fulfil the operational needs of this programme. Digital Public contact reaches out to a diverse variety of communities across England and Wales and allows as many people as possible to contact the police in a way which suits them and so broadens access to policing services.

34. The Nepro framework is fully compliant with legal requirements, including Equality Law. It is based on NEPO term and conditions which state the commitment to providing its services in a way that promotes equality of opportunity at every possibility. Successful Suppliers will be asked to sign up to the terms which ensure that they adhere to these obligations. Successful Supplier's compliance to these obligations will be monitored throughout the Framework Contract Period.

35. There are no implications for the London Anchor Institutions' Charter as this is an ongoing National Policing Project.

### **Privacy Comments**

36. 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.

37. Under Article 35 of the General Data Protection Regulation (GDPR) and Section 57 and 64 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.

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

39. The programme's re-procurement does not use personally identifiable data of members of the public, so there are no current GDPR issues to be considered.

40. A DPIA has been completed for this service and remains under regular review. The MPS continue to ensure a privacy by design approach, which will allow the MPS to find and fix problems at the early stages of any project, ensuring compliance with GDPR. DPIAs support the accountability principle, as they will ensure the MPS complies with the requirements of GDPR and they demonstrate that appropriate measures have been taken to ensure compliance.

### **Real Estate Implications**

41. There will be no real estate implications as this is an extension of the current programme.

### **Environmental Implications**

42. There will be no negative environmental implication, no health and safety implication, no adverse social impact and no GDPR impact associated with this submission. As this is an extension of an existing service this work does not change any aspects relating to environmental implications.

43. PPN 06/21 – *Taking Account of Carbon Reduction Plans* will be taken into consideration during the re procurement process.

44. There are no implications for the London Anchor Institutions' Charter as this is an ongoing National Policing Project.

Report author:  
Ben Harrison  
Commercial Services

**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 DPC Programme Extension and Re-Procurement of Consultancy Services paper is exempt from publication for the following reasons:

- Legal professional privilege on the advice given.