

DMPC Decision – PCD 1319

Title: Veterinary Services for Dogs – Contract Value Uplift and approval for procurement and award

Executive Summary:

This decision concerns the approval of a 50% uplift in the value of a contract with Parkvets Ltd for the provision of veterinary services for MPS dogs. The original contract value was for £659,200, the additional 50% uplift value is £329,600, bringing the new contract value to £988,800. The extension to value will enable the Authority to extend the contract into its third year whilst a tender is run for a replacement contract.

As an immediate contingency Commercial Services has approved an extension (for value only) within their delegated authority of 10% of the original contract value. However, the proposed value for a one year extension exceeds this value and the time is required to run a tender for a replacement contract.

Approval is also required to run a tender for a replacement contract for veterinary services. The tender will be for a maximum value of £1,800,000 divided into two lots. One lot for Standard Veterinary Care & Animal Welfare Support will have a maximum value of £1,500,000 and the second lot for Complex Veterinary Care and Enhanced Support will have a maximum value of £300,000.

Recommendation:

The Deputy Mayor for Policing and Crime is recommended to:

1. Approve the addition of £329,600 (50% of the original contract value) to the contract with Parkvets Ltd for the provision of veterinary services for MPS dogs to support a further 1 year foreseen extension period.
2. Approval to go out to tender for a contract for veterinary care for a maximum value of £1,800,000, made up of:
 - Standard Veterinary Care & Animal Welfare Support for a 4 year term (2+1+1) for a value of £1,500,000
 - Complex Veterinary Care and Enhanced Support for a 4 year term (2+1+1) for a value of £300,000
3. Delegate the approval to the award of contract(s) to the Director of Commercial Services where the most economically advantageous tender is within the budget.

Deputy Mayor for Policing and Crime

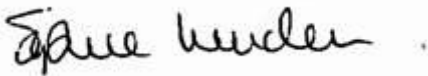
I confirm I have considered whether or not I have any personal or prejudicial interest in this matter and take the proposed decision in compliance with the Code of Conduct. Any such interests are recorded below.

The above request has my approval.

Signature

Date

03/11/2022

A handwritten signature in black ink, appearing to read "Spivey Under", is written over a light grey rectangular background.

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

1. Introduction and background

- 1.1. MPS police dogs are involved in responding to over 50,000 incidents a year. They provide vital support to Borough Command Units (BCUs) / Specialist Commands and are on the front line of tackling violence in the Capital. These include General Purpose Police Dogs tracking and suspects, searching for property, public order and Firearms Support. Specialist search dogs have the ability to identify explosives, blood, human remains, and semen, drugs, firearms, cash and animal products (ivory + rhino horn). Digital Dogs locate SIM cards / memory storage devices tackling terrorism, organised crime and paedophilia.
- 1.2. In response to increased demand for services the number of MPS police dogs has grown by over 10% to 350 dogs. To achieve this growth there has been significant investment in the breeding program along with the purchase of adult dogs. As a result of the increased volume of dogs and the additional veterinary need required by a breeding programme the demand on associated veterinary care has also grown which has included additional fees due to the breeding program.
- 1.3. In addition to the increase in dog numbers, there have been an unusually high number of expensive treatments/surgeries as a result of unforeseen injuries and illnesses to dogs.
- 1.4. In order to manage consistent treatment for all the MPS dogs handlers are directed to have all routine procedures including vaccinations at the Dog Training establishment when the Parkvet's vet is on site (4 mornings a week). There is no additional cost if the vet sees 1 dog or 14 dogs each day. Attendance at Goddard's and other veterinary practises is only permitted upon direction of a Sergeant in an out of hour's emergency, again to ensure the MPS dogs receive the best possible medical care.
- 1.5. Due to the success of ensuring a greater volume of work is processed by Keston Dog School in the first instance, spend against the "Complex Veterinary Care" contract with Goddard Veterinary Services is underspent by approximately £45k per annum (62%).

2. Issues for consideration

- 2.1. The original 4-year contract value approved for Lot 1 (Standard Veterinary Care) under PCD782 is £659,200. The actual spend under the contract with Parkvets Ltd is significantly higher than anticipated at £329,600 per annum. This paper sets out the reasons for the increase in spend and details the mitigations taken by MO7 to minimise the impact of the increase and the measures by which spend will continue to be managed for the third year of the contract term.
- 2.2. As an immediate contingency Commercial Services has approved an extension (for value only) within their delegated authority of 10% of the original contract value.

- 2.3. Under the current MOPAC scheme of delegation contract variations which exceed 10% of the original contract value must be approved by the Deputy Mayor for Policing and Crime (DMPC).

3. Financial Comments

- 3.1. The costs of the contract uplift and the new contract will be met from existing budgets. The new veterinary contract will be £1.8m over a 4 year period (£450k per annum). This is an increase on the previously agreed contract value of £206k per annum. MO7 are able to fund this increased cost as the veterinary contracts have been regularly spending to the new values and the OCU have mitigated the pressure by reviewing their budget as part of the annual budget setting process. There is no requirement for capital spend.

4. Legal Comments

- 4.1. 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 modifications to, public contracts for goods and/or services valued at £213,477 or above shall be procured in accordance with the Regulations. This report confirms both the value of the original contract and the proposed modification exceeds this threshold.
- 4.2. Regulation 72 permits MOPAC to modify a contract in limited circumstances. Specifically, regulation 72(1)(b) provides MOPAC may modify a contract where:
- It is not possible to change contractor due to technical or economic reasons; and
 - To change contractor would cause MOPAC to suffer significant inconvenience or substantial costs duplication
- Provided the value of the modification does not exceed 50% of the value of the original contract
- 4.3. This report confirms the above are met.
- 4.4. The MOPAC Scheme of Delegation and Consent provides:
- 4.5. The Deputy Mayor for Policing and Crime ("DMPC") has delegated authority to approve:
- a. 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 (paragraph 4.13);
 - b. Business cases for revenue or capital expenditure of £500,000 and above (paragraph 4.8);
 - c. All requests to go out to tender for contracts of £500,000 or above, or where there is a particular public interest (paragraph 4.13);

- 4.6. 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 7.23); and
- 4.7. The Deputy Mayor for Policing and Crime (“DMPC”) reserves the right to call in any MPS proposal to award a contract for £500,000 or above (paragraph 4.14)

5. Commercial Issues

4.1 Modification (50% uplift)

- 4.1.1 The purpose of this paper is to seek approval of an extension for a 50% uplift of contract value to the current supplier of (Lot 1) standard veterinary care, Parkvets Ltd. The extension does not require additional time beyond a foreseen extension period but does require additional value to ensure that veterinary care for dogs is unaffected whilst a new procurement activity is undertaken.
- 4.1.2 The Public Contract Regulations 2015 allow the modification of a contract up to a maximum of 50% of its contract value in accordance with regulation 72(1)(b) where it is not possible to change contractor due to technical or economic reasons and to change contractor would cause the Authority to suffer significant inconvenience or substantial costs duplication. This standard is met as it will be very difficult to source compliantly an alternative provider for a 12 month contract which will be able to work at MPS sites as part of the routine services. Additionally any change in contractor for this 12 month contract and potentially again after the 12 months would represent significant inconvenience for the Authority, such as TUPE implications, vetting requirements which would potentially be needed twice in a 12 month period and duplicated costs for any supplier provided equipment which would be likely to be recharged to the MPS.
- 4.1.3 Commercial Services believe that any risk from extending the contract value is mitigated by three aspects;
 - 4.1.3.1 Firstly the contract term isn’t being extended beyond the original contract periods (including foreseen extensions)
 - 4.1.3.2 Upon award of the extension the MPS will be going out to tender for replacement contracts.
 - 4.1.3.3 The modification notice to be published for the increase will allow suppliers in the marketplace to be aware of the extension and to raise any issues within 30 days of the date that the notice is published.

4.2 Tender

4.2.1 The tender process is defined as a multi lot approach to include;

- 4.2.1.1 A clinic provision to be delivered at MPS premises for small or minor (standard) veterinary procedures. Prescriptions will be provided by the veterinarian, but where possible, filled by the MPS
- 4.2.1.2 A complex procedures (and specialist medical provision) service to be delivered off site at the provider’s (and subcontractor’s) premises.

4.2.2 The procurement process will be carried out in accordance with the Public Contract Regulations 2015 either as an Open or Restricted Procedure tender.

4.3 Social Value

4.3.1 The procurement of veterinary services would be expected to comply with the mandatory 10% Social Value rating and this will be taken into consideration throughout the tender especially through programs such as training of vets as well as animal welfare programs. There are also geographic constraints to be considered in this process as the veterinary practices will need to be in London and able to attend MPS premises due to the nature of the work. The MPS will actively engage with suppliers to encourage London based practices to take part in the tender process in support of the London Anchor Institutions Charter.

4.4 Options:

Options	Advantages	Disadvantages
1: Do not extend existing contract, go out to market for a new service.	None	<p>Routine veterinary care will cease for the period that the MPS is without a contract. MPS dogs will not be cared for in accordance with legal obligations. Reputational risks are high.</p> <p>Alternatively there will be significant off contract spend which is liable to be more expensive and could be contrary to the Public Contract Regulations 2015. This will expose the MPS to legal and financial risks.</p>
2: Extend Routine care for value and time and complex care for time only and retender both elements	Will enable MO7 to have new contracts in place sooner which better reflect the volume profile of	The well performing contract for complex veterinary care will be replaced at the third year rather than the fourth. This might not present best

<p>during 1st year extension period</p> <p>This option involves a 50% uplift to contract value and then running a tender process during year 3 of the contract for a new contract split between standard and complex veterinary care.</p> <p>Recommended option</p>	<p>standard and complex veterinary care.</p> <p>Both contracts (for standard and complex care) will continue be co-timed which enables better competition and options for changes to requirements when the contracts come up for renewal.</p>	<p>value considering current cost of living and interest rate issues. However a competitive process will help to manage some of this risk.</p>
<p>3. Extend Routine care for Value and time and retender during the 1st year extension period</p> <p>Extend complex care for two years and run a competition in the second year of extension</p>	<p>Will enable MO7 to have new contracts in place sooner which better reflect the volume profile of standard and complex veterinary care for routine care.</p> <p>May help mitigate cost increases from the supplier for complex care.</p>	<p>Contracts don't co-terminate which will limit options in future procurement strategies in respect of the packaging of the requirements for tender.</p>

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 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 contract meets its compliance requirements.
- 6.4. The contract 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. There are considered to be no negative equality or diversity implications arising from this process negating the requirement to present any mitigation. Any approved or existing suppliers will be evaluated for acceptable equality and diversity statements, as well as their ability to meet the MPS requirements under the Equality Act 2010 as suppliers to MOPAC. The evaluation exercise will consider their ability to act as a responsible employer and meet employment obligations deemed commensurate with wider GLA objectives.
- 7.2. In addition, it should be noted that the MPS support the Mayor's Responsible Procurement Policy including: Enhancing Social Value, Encouraging Inclusion, Diversity and Equality, Embedding fair employment practices, Enabling skills, training and employment opportunities, promoting ethical sourcing practices and improving environmental sustainability.

8. Background/supporting papers

- 8.1. Report

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	<i>Tick to confirm statement (✓)</i>
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 <ul style="list-style-type: none"> • GDPR compliance issues are covered in the body of the report. • A DPIA has been completed OR A DPIA is not required. 	✓
Drafting Officer Craig James has drafted this report in accordance with MOPAC procedures.	✓
Director/Head of Service: The Acting 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

Date 2/11/2022

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Veterinary Services for Dogs – Contract Value Uplift and approval for procurement and award

MOPAC Investment Advisory & Monitoring meeting 6th October 2022

Report by Katie Hinkly 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 Business Justification concerns the approval of a 50% uplift in the value of a contract with Parkvets Ltd for the provision of veterinary services for MPS dogs. The original contract value was for £659,200, the additional 50% uplift value is £329,600, bringing the new contract value to £988,800. The extension to value will enable the Authority to extend the contract into its third year whilst a tender is ran for a replacement contract.

As an immediate contingency Commercial Services has approved an extension (for value only) within their delegated authority of 10% of the original contract value. However, the proposed value for a one year extension exceeds this value and the time is required to run a tender for a replacement contract.

Approval is required to run a tender for a replacement contract for veterinary services. The tender will be for a maximum value of £1,800,000 divided into two lots. One lot for Standard Veterinary Care & Animal Welfare Support with a maximum value of £1,500,000 and the second lot for Complex Veterinary Care and Enhanced Support with a maximum value of £300,000.

1. Recommendations

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

- 1.1 The addition of £329,600 (50% of the original contract value) to the contract with Parkvets Ltd for the provision of veterinary services for MPS dogs to enable funds for a further 1 year foreseen extension period.
- 1.2 Approval to go out to tender for a contract for veterinary care for a maximum value of £1,800,000;
 - 1.2.1 Standard Veterinary Care & Animal Welfare Support for a 4 year term (2+1+1) for a value of £1,500,000
 - 1.2.2 Complex Veterinary Care and Enhanced Support for a 4 year term (2+1+1) for a value of £300,000

- 1.2.3 Delegate the approval to the award of contract(s) to the Director of Commercial Services where the most economically advantageous tender is within the budget.

2. Time sensitivity

A decision is required from the Deputy Mayor by 26th October 2022. This is because the current contract will expire on the 31st October 2022 and will run out of funds.

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

3. Introduction and background

- 3.1 MPS police dogs are involved in responding to over 50,000 incidents a year. They provide vital support to BCU's / Specialist Commands and are on the front line of tackling violence in the Capital. These include General Purpose Police Dogs tracking and suspects, searching for property, public order and Firearms Support. Specialist search dogs have the ability to identify explosives, blood, human remains, and semen, drugs, firearms, cash and animals products (ivory + rhino horn). Digital Dogs locate SIM cards / memory storage devices tackling terrorism, organised crime and paedophilia.
- 3.2 In response to increased demand for services the number of MPS police dogs has grown by over 10% to 350 dogs, to achieve this growth there has been significant investment in the breeding program along with the purchase of adult dogs. As a result of the increased volume of dogs and the additional veterinary need required by a breeding programme the demand on associated veterinary care has also grown which has including additional fees due to the breeding program.
- 3.3 In addition to the increase in dog numbers, there have been an unusually high number of expensive treatments/surgeries as a result of unforeseen injuries and illnesses to dogs. For Examples of these are set out in Annex 1 to this report.
- 3.4 In order to manage consistent treatment for all the MPS dogs handlers are directed to have all routine procedures including vaccinations at the Dog Training establishment when the Parkvet's vet is on site (4 mornings a week), no more is paid if the vet sees 1 dog or 14 dogs each day. Attendance at Goddard's and other veterinary practises are only permitted upon direction of a Sergeant in an out of hour's emergency again to ensure the MPS dogs receive the best possible medical care. This practise has been very well adopted resulting in significantly higher than expected spends with Parkvets while expenditure with Goddard's is far less than expected.
- 3.5 Due to the success of ensuring a greater volume of work is processed by Keston Dog School in the first instance, spend against the "Complex Veterinary Care" contract with Goddard Veterinary Services is underspent by approximately £45k per annum (62%).

4. Issues for consideration

- 4.1 The original 4-year contract value approved for Lot 1 (Standard Veterinary Care) under PCD782 is £659,200. The actual spend under the contract with Parkvets Ltd is significantly higher than anticipated at £329,600 per annum. This paper sets out the reasons for the increase in spend and details the mitigations taken by MO7 to minimise the impact of the increase and the measures by which spend will continue to be managed for the third year of the contract term.

- 4.2 As an immediate contingency Commercial Services has approved an extension (for value only) within their delegated authority of 10% of the original contract value.
- 4.3 Under the current MOPAC scheme of delegation contract variations which exceed 10% or more of the original contract value must be approved by the Deputy Mayor for Policing and Crime (DMPC)

5. Contributes to the MOPAC Police & Crime Plan 2022-25¹

- 5.1 The veterinary services contract contributes to the Police & Crime Plan through Increasing Trust and Confidence. By ensuring the health and welfare of the police dogs, it allows them to carry out their specialist roles thereby creating safer, more confident communities by reducing risk and harm in London.

6. Financial, Commercial and Procurement Comments

6.1 Modification (50% uplift)

- 6.1.1 The purpose of this paper is to seek approval of an extension for a 50% uplift of contract value to the current supplier of (Lot 1) standard veterinary care, Parkvets Ltd. The extension does not require additional time beyond a foreseen extension period but does require additional value to ensure that veterinary care for dogs is unaffected whilst a new procurement activity is undertaken.
- 6.1.2 The Public Contract Regulations 2015 allow the modification of a contract up to a maximum of 50% of its contract value in accordance with regulation 72(1)(b) where it is not possible to change contractor due to technical or economic reasons and to change contractor would cause the Authority to suffer significant inconvenience or substantial costs duplication. This standard is met as it will be very difficult to source compliantly an alternative provider for a 12 month contract which will be able to work at MPS sites as part of the routine services. Additionally any change in contractor for this 12 month contract and potentially again after the 12 months would represent significant inconvenience for the Authority, such as TUPE implications, vetting requirements which would potentially be needed twice in a 12 month period and duplicated costs for any supplier provided equipment which would be likely to be recharged to the MPS.
- 6.1.3 Commercial Services believe that any risk from extending the contract value is mitigated by three aspects;
 - 6.1.3.1 Firstly the contract term isn't being extended beyond the original contract periods (including foreseen extensions)
 - 6.1.3.2 Upon award of the extension the MPS will be going out to tender for replacement contracts.
 - 6.1.3.3 The modification notice to be published for the increase will allow suppliers in the marketplace to be aware of the extension and to raise any issues within 30 days of the date that the notice is published.

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

6.2 Tender

6.2.1 The tender process is defined as a multi lot approach to include;

6.2.1.1 A clinic provision to be delivered at MPS premises for small or minor (standard) veterinary procedures. Prescriptions will be provided by the veterinarian, but where possible, filled by the MPS

6.2.1.2 A complex procedures (and specialist medical provision) service to be delivered off site at the providers (and subcontractors) premises.

6.2.2 The procurement process will be carried out in accordance with the Public Contract Regulations 2015 either as an Open or Restricted Procedure tender.

6.3 Social Value

6.3.1 The procurement of veterinary services would be expected to comply with the mandatory 10% Social Value rating and this will be taken into consideration throughout the tender especially through programs such as training of vets as well as animal welfare programs. There are also geographic constraints to be considered in this process as the veterinary practices will need to be in London and able to attend MPS premises due to the nature of the work. We will actively engage with suppliers to encourage London based practices to take part in the tender process in support of the London Anchor Institutions Charter.

6.4 Options:

Options	Advantages	Disadvantages
1: Do not extend existing contract, go out to market for a new service.	None	Routine veterinary care will cease for the period that the MPS is without a contract. MPS dogs will not be cared for in accordance with legal obligations. Reputational risks are high. Alternatively there will be significant off contract spend which is liable to be more expensive and could be contrary to the Public Contract Regulations 2015. This will expose the MPS to legal and financial risks.
2: Extend Routine care for Value and time and complex care for time only and retender both elements during 1 st year extension period <i>This option involves a 50% uplift to contract value and</i>	Will enable MO7 to have new contracts in place sooner which better reflect the volume profile of standard and complex veterinary care. Both contracts (for standard and complex care) will continue be co-timed which	The well performing contract for complex veterinary care will be replaced at the third year rather than the fourth. This might not present best value considering current cost of living and interest rate issues. However a

<p><i>then running a tender process during year 3 of the contract for a new contract split between standard and complex veterinary care.</i></p> <p>Recommended option</p>	<p>enables better competition and options for changes to requirements when the contracts come up for renewal</p>	<p>competitive process will help to manage some of this risk.</p>
<p>3. Extend Routine care for Value and time and retender during the 1st year extension period</p> <p>Extend complex care for two years and run a competition in the second year of extension</p>	<p>Will enable MO7 to have new contracts in place sooner which better reflect the volume profile of standard and complex veterinary care for routine care.</p> <p>May help mitigate cost increases from the supplier for complex care.</p>	<p>Contracts don't co-terminate which will limit options in future procurement strategies in respect of the packaging of the requirements for tender.</p>

6.5 Financial

6.5.1 Revenue budget: The costs of the contract uplift and the new contract will be met from existing budgets. The new veterinary contract will be £1.8m over a 4year period (£450k per annum). This is an increase on the previously agreed contract value of £206k per annum. MO7 are able to fund this increased costs as the veterinary contracts have been regularly spending to the new values and the OCU have mitigated the pressure by reviewing their budget as part of the annual budget setting process.

6.5.2 Capital Plan: There is no requirement for capital spend.

7. Legal Comments

7.1 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 modifications to, public contracts for goods and/or services valued at £213,477 or above shall be procured in accordance with the Regulations. This report confirms both the value of the original contract and the proposed modification exceeds this threshold.

7.2 Regulation 72 permits MOPAC to modify a contract in limited circumstances. Specifically, regulation 72(1)(b) provides MOPAC may modify a contract where:

- It is not possible to change contractor due to technical or economic reasons; and
- To change contractor would cause MOPAC to suffer significant inconvenience or substantial costs duplication

Provided the value of the modification does not exceed 50% of the value of the original contract

7.3 This report confirms the above are met.

7.4 The MOPAC Scheme of Delegation and Consent provides:

- 7.4.1 The Deputy Mayor for Policing and Crime (“DMPC”) has delegated to approve:
- a) 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 (paragraph 4.13);
 - b) Business cases for revenue or capital expenditure of £500,000 and above (paragraph 4.8);
 - c) All requests to go out to tender for contracts of £500,000 or above, or where there is a particular public interest (paragraph 4.13);
- 7.4.2 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 7.23); and
- 7.4.3 The Deputy Mayor for Policing and Crime (“DMPC”) reserves the right to call in any MPS proposal to award a contract for £500,000 or above (paragraph 4.14)

8. Equality Comments

- 8.1 There are considered to be no negative equality or diversity implications arising from this process negating the requirement to present any mitigation. Any approved or existing suppliers will be evaluated for acceptable equality and diversity statements, as well as their ability to meet the MPS requirements under the Equality Act 2010 as suppliers to MOPAC. The evaluation exercise will consider their ability to act as a responsible employer and meet employment obligations deemed commensurate with wider GLA objectives.
- 8.2 In addition, it should be noted that the MPS support the Mayor’s Responsible Procurement Policy including: Enhancing Social Value, Encouraging Inclusion, Diversity and Equality, Embedding fair employment practices, Enabling skills, training and employment opportunities, promoting ethical sourcing practices and improving environmental sustainability.

9. 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 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.

10. Real Estate Implications

10.1 There are no real estate implications in respect of the proposed contract.

11. Environmental Implications

11.1 There are no environmental implications for this contract.

12. Background/supporting papers

12.1 Not Applicable

Report author: Katie Hinkly, Placement Student Commercial Services Operational Pillar, 07881006294

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 **Veterinary Services for Dogs – Contract Value Uplift and approval for procurement and award** is exempt from publication for the following reasons:

- The relevant sections under the FOIA that would exempt this information from disclosure,
 - Commercial Interest Section 43

The paper will cease to be exempt until three years after expiry of the new contract, October 2029.