LONDON BOROUGH OF CROYDON

PART A – FOR GENERAL PUBLICATION

REPORT:	**MEMBER DECISION**
DATE OF DECISION	
REPORT TITLE:	**Procurement Strategy End User Services**
CORPORATE DIRECTOR / DIRECTOR:	**Marie Snelling, Interim Assistant Chief Executive** **And** **Paul Golland, Chief Digital Officer & Director of Resident Access**
LEAD OFFICER:	**Fahid Ahmad, Commercial Contracts Manager** **Email: fahid.ahmad@croydon.gov.uk**
LEAD MEMBER:	**Cllr Cummings Cabinet Member for Finance**
DECISION TAKER:	**Cllr Cummings Cabinet Member for Finance**
AUTHORITY TO TAKE DECISION:	Annual Procurement Plan 23-24 Cabinet 22 March 2023 agenda item 10

KEY DECISION? Key Decision Ref: 0124F	**Yes**	REASON: Key Decision Ref: **0124F** – Decision incurs expenditure, of more than £1,000,000
CONTAINS EXEMPT INFORMATION?	**Yes**	Exempt under paragraph 3 of Schedule 12A of the Local Government Act 1972 and the public interest in withholding disclosure outweighs the public interest in disclosure
WARDS AFFECTED:		**N/A**

1   SUMMARY OF REPORT

1.1   This report recommends approving the procurement strategy for the procurement of the Council's End User Services contract.

2   RECOMMENDATIONS

FOR CCB

2.1   For the reasons set out in the report, the Contracts & Commissioning Board (CCB) is requested to approve the recommendations in this report to the Cabinet Member for Finance and the Chair of CCB respectively:

2.2   The Chair of CCB is recommended to approve a waiver, under regulation 19 of the Tenders and Contracts Regulations, of Regulation 23 Standard Contract Clauses to use the framework terms and conditions.

FOR Cabinet Member

2.3   The Cabinet Member for Finance is recommended by the CCB to approve the procurement strategy for the procurement of the Council's End User Services contract, for a duration of a maximum of 7-years from late 2024 with an estimated total value stated in the Part B report. This would be an initial period of 4 years and optional extensions of 2 years and 1 year (4 + 2 + 1).

3 REASONS FOR RECOMMENDATIONS

3.1   The contract with the incumbent supplier does not allow for any further extensions. Due to this, Croydon Digital Service (CDS) started a review of our End User Services, including meetings with key stakeholders, customer surveys and questionnaires, and feedback rating following the closure of service tickets. This allowed CDS to fully understand the service that was required going forward and agree the scope.

3.2   CDS ran a market engagement exercise with four vendors and a shared service, where the options we analysed were:
- Do Nothing
- Extend Current Contract
- Shared Service with another local authority
- Outsource to a single supplier
- Hybrid (Outsource & In-house services)

3.3   The result of the market engagement exercise concluded that a Hybrid (Outsource & In-house services) was the recommended option as it met all the project objectives, provides the Council with more control, insight, flexibility and clearer governance. It was also the best value for money for the Council.

3.4 This report recommends the strategy for the Hybrid (Outsource & In-house services) model and procurement of an End User Services contract through a Crown Commercial Services framework via a mini-competition.

4 BACKGROUND AND DETAILS

4.1 In 2018, the Council commenced its Digital Transformation Programme and started the disaggregation of core IT services from our previous supplier and adopted a multi-supplier model.

4.2 The review process started in February 2023 with key stakeholder meetings and customer surveys to help establish the scope and key objectives of the project. Once these were understood and agreed the team then ran a market engagement exercise, meeting with vendors and shared services.

4.3 CDS have taken the opportunity to review the current operating model with the view to identify possible savings and improve the services. CDS have worked closely with Procurement on the procurement plan timeline, and the current planned estimated end date of the re-procurement is September 2024 when a tender can be completed, and contract award decisions are made.

4.4 Currently, as it stands, the services the Council is receiving from our End User Service contract consists of the following:
1. Service Desk
2. Deskside Support
3. Device Management
4. Technical Management
5. Service Integration and Management (SIAM)

4.4.1 **<u>Service Desk</u>** provides a single point of contact between the Council's service providers and end users, manages the users' incidents and service requests, and handles communication with the users.

They are responsible for service request management, incident management, Major Incident Management, Knowledge Management, Events Management, training, self-service, customer satisfaction surveys and reporting. The service desk also supports the council's Problem and Change Management process.

Service requests include the administration of the council's Active Directory, Office 365 and Cloud Telephony/Contact centre solutions e.g., Starters/Leavers/Access Changes/ Password Changes/ Group setups.

4.4.2 **<u>Deskside Support</u>** provide 2nd line and 3rd Line deskside support resolution for Incidents and Service Requests related to all council end user devices (Laptops, Desktops, Tablets, Mobile & Desk phones, and peripherals). They handle the issues that cannot be resolved by the Service Desk and require a hands-on approach. The deskside support service is on-premise and support users in council locations.

The deskside team also provide "intelligent hands" assistance for network activities such as patching in of devices (managed by a combination of internal resources and the Council's Networks supplier) and the on-site server equipment (managed by a combination of internal resources and the Council's Hosting supplier) as they will not have technical staff on site in Croydon.

4.4.3 **Device Management** team is responsible for the toolset to manage devices, including the ability to deploy and update software, configure settings, enforce policies, monitor, and provide reports. They will also administer physical devices, including remote administration and maintain a network of devices running common operating systems.

They will perform software packaging and automate policy management and deployment for apps, security, and compliance. They provide a single point of management for devices, including the ability to manage devices from a central console and responsible for asset lifecycle management.

4.4.4 **Technical Management** team provide monitoring, support, management, and maintenance of the following services:
- Active Directory & Azure Active Directory
- Virtual Apps & Desktops (Citrix)
- AOVPN
- PKI & SSL Certificates
- File and Print Services
- Microsoft Office 365 (O365)
- Radius
- Device management toolset i.e., SCCM/ INTUNES/BITLOCKER

They are also responsible for the management of the services installed on the application layer of servers in the Azure (cloud) and on-premise environments. As well as ensuring the server environment above the Operating System (OS) layer is compatible with the Windows Features and Services relevant to the application software needs.

4.4.5 **Service Integration and Management (SIAM)** acts on behalf of the Council to manage the services received from their multiple IT delivery partners. The SIAM integrates and manages the services, so they are delivered in an efficient and seamless way to the business. They are responsible for:
- Asset & Configuration Management (Service Now)
- Change Management
- ITSM (Service Now)
- Problem Management
- Reporting
- Licence Management

4.5 The new contract will support the Council's ICT priorities and will deliver a more modern ICT service for our users. We are adopting a model that facilitates change at speed improving the agility and efficiency of the Council.

Strategic Context

4.6   The Council is facing serious financial challenge. An important and key outcome in the Mayoral Business Plan (Outcome 1) for 2022 – 26 is:

- The Council balances its books, listens to residents, and delivers good sustainable services.

4.7   This strategy will introduce a hybrid service model with a mixture of outsourced & In-house services. The market engagement exercise revealed this to be the most cost-effective operating model and reduce costs with a reduced scope outsourced service coupled with an in-house Service Integration and Management (SIAM) and Deskside team to provide the Council with more insight, control, flexibility and clearer governance.

5   OPTIONS CONSIDERED

5.1   Detailed options considered and the market engagement exercise including a cost comparison is set out in Part B.

6   CONSULTATION

6.1   A review process was completed in early 2023 with key stakeholder meetings and customer surveys to help establish the scope and key objectives of the project. Once these were understood and agreed the team then ran a market engagement exercise, meeting with vendors and shared services.

6.2   The responses from the market engagement alongside data from another council were analysed and resulted in the recommended option detailed in the EUS Options Paper that was approved by the Digital Internal Control Board.

6.3   Consultation was not carried out with Croydon residents and community groups as the service being sourced will be used internally by the Council users, which will not directly impact the residents.

7. CONTRIBUTION TO COUNCIL PRIORITIES

7.1   The new contract will enable CDS to deliver the following corporate priorities from the Mayors Business Plan 2022-2026:

1.   *The council balances its books, listens to residents and delivers good sustainable services*

7.2 The ICT End User Services contract supports all Council staff and is essential for the Council's technical infrastructure.

8. IMPLICATIONS

8.1 FINANCIAL IMPLICATIONS

8.1.1 Detailed financial implications are set out in Part B.

8.2 LEGAL IMPLICATIONS

8.2.1 The Council has the power to enter into contracts with third parties pursuant to its functions as provided for under section 1 of the Local Government (Contracts) Act 1997. The Council also have the power to do anything that individuals generally may do pursuant to section 1 of the Localism Act 2011.

8.2.2 The Executive Mayor has the power to exercise executive functions pursuant to s9E of the Local Government Act 2000 and has the power to delegate those functions.

8.2.3 At present the delegations in the Council's Tenders and Contracts Regulations have been superseded by the Executive Mayor's Scheme of Delegation following the introduction of the Mayoral Model and the specific delegations in the annual procurement plan approved by the Executive Mayor in Cabinet on 16th November 2022.

8.2.4 The Council is under a general Duty of Best Value to decide to secure continuous improvement in the way in which its functions are exercised, having regard to a combination of economy, efficiency, and effectiveness (Section 3 of the Local Government Act 1999 (as amended by s137 of the Local Government & Public Involvement in Health Act 2007).

8.2.5 The Council is under a duty to comply with the Public Contracts Regulations 2015 (PCR). The proposals set out in this report to award the End User Services contract by conducting a further competition using the Crown Commercial Services Framework Technology Services 3 – Agreement RM6100. Regulation 33 PCR permits contracts to be awarded via compliantly established frameworks.

8.2.6 TUPE may apply to the employees who are currently providing these services, and these employees will transfer with the relevant service, either to the Council, or the new provider, by operation of law. The implications of this will need to be considered once further details are known.

8.2.7 Comments approved by Head of Commercial and Property Law on behalf of the Director of Legal Services and Monitoring Officer – 10/04/2024

8.3 EQUALITIES IMPLICATIONS

8.3.1 An Equalities Analysis has been completed, this concluded that in general there will be neither a negative nor positive impact on all groups as the services would not change significantly from the current service provided.

8.3.2 End User Services is currently in place, and this will continue, with no significant changes from the current service we are receiving.

8.3.3 The Council has a statutory duty to comply with the provisions set out in Sec 149 of the Equality Act 2010. The Council must therefore have due regard to: (a)eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under this Act. (b)advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it. (c)foster good relations between persons who share a relevant protected characteristic and persons who do not share it.

8.3.4 Comments approved by Felisha Dussard Senior Communities Officer – 06/03/2024

OTHER IMPLICATIONS

8.4 PROCUREMENT IMPLICATIONS

- The current arrangements: set out in section 4.
- Outcomes required and identified needs: set out in sections 3, 5 and 7
- Rationale for procurement: set out in section 3
- Route to market: set out in this section
- Overview of supply market including any market engagement: set out in section 5
- Proposed contract period with reasons why: set out in this section
- Proposed contract management approach: set out in this section
- Evaluation headings and proposed quality/price/social value split: set out in this section
- Procurement timetable: set out in this section

8.4.1 Commissioning outcomes required:

This procurement strategy is proposed to reprocure our End User Services contract following a redesign of requirements compared to current arrangements.

Outcomes required and identified needs

	Tangible Objectives				
No	Objective	Option 1 Do nothing.	Option 2 Shared Service.	Option 3 Hybrid (Outsource & In-house services)	Option 4 Outsource single supplier.
1	Ensure service continuity through the timely retender and transition of the End User Service Contract.	✗	✓	✓	✓
2	Ensure best value. (Price)	✗	✗	✓	✗
3	Ensure best value. (Quality)	✗	✓	✓	✓
4	Ensure best value. (Social Value)	✗	✓	✓	✓
5	Improved quality of service for Major Incident Management Service Specifically around the management of 3rd parties	✗	✓	✓	✓
6	Improved quality of service for Incident Management of 3rd parties.	✗	✗	✓	✗
7	Improved quality of service for certificate management through introduction of new SLA's.	✗	✓	✓	✓

Proposed contract period with reasons why

The proposed duration of the End User Services contract is for a maximum period of 7 years, with an initial period of 4 years and optional extensions of 2 years and 1 year (4 + 2 + 1) (84 months).

Call off contracts can run beyond the framework end date but can be no longer than 7 years.

Reasons for the optional extension periods:

Due to the rapid changes in technology, it was agreed that the Council should have a way to exit after a minimum of 4 years, in-case the supplier is unable to adapt their services and pricing to support technological changes. This will ultimately provide the Council with the best value for money and least risk.

The Council also wanted the ability to run the contract for as long as possible if they found that the service provider was performing well, and still providing value for money, which is why a framework with the ability to extend the contract for up to 7 years and the extension periods were chosen.

Route to Market

It is proposed that the Council should tender the contract for End User Services by conducting a further competition using the Crown Commercial Services Framework Technology Services 3 – Agreement RM6100. The competition will be across 2 of the framework Lots: Lot 3a (Operational Services - End User Services) and Lot 3c (Operational Services - Technical Management) in order to ensure the scope of required services is provided for.

The framework offers public sector buyers a compliant route to market for operational services – end user services and technical management.

There are 93 suppliers available who provide services covering both lots. The suppliers range from very large multi-national providers to smaller SME specialist companies. All have passed technical and financial checks to qualify for the framework. These suppliers represent a good cross section of suppliers for the services we require.

The framework is available and free for the council to use, no registration is required. Framework end date is 15/06/2025.

The proposed framework has been used before by the council and the framework terms align very well with council terms.

The 93 suppliers on both lots are:

ABTEC COMPUTER SOLUTIONS LTD	COMPUTACENTER (UK) LIMITED	PHOENIX SOFTWARE LIMITED
ACCENTURE (UK) LIMITED	DAISY CORPORATE SERVICES TRADING LIMITED	Proact IT UK Limited
Advanced 365 Limited	DATASPIRE SOLUTIONS LIMITED	PROLINX LIMITED
ARVATO LIMITED	DELOITTE LLP	QOLCOM LIMITED
ATOS IT SERVICES UK LIMITED	Devonport Royal Dockyard Limited	RECARTA IT LIMITED
BAE SYSTEMS APPLIED INTELLIGENCE LIMITED	ENTSERV UK LIMITED	REPLY LIMITED
BATES I.T. LTD	ESYN3RGY LTD	RICOH UK LIMITED
BDR VOICE & DATA SOLUTIONS LTD	EUROPEAN ELECTRONIQUE LIMITED	Roc Technologies Limited
BJSS LIMITED	EXPONENTIAL-E LIMITED	ROCK I.T. SPECIALISTS LIMITED
BLOCK SOLUTIONS LIMITED	FINCORE LIMITED	SecureCloud+ Limited
BOXXE LIMITED	FUJITSU SERVICES LIMITED	SIX DEGREES TECHNOLOGY GROUP LIMITED
BRAMBLE HUB LIMITED	IBM UNITED KINGDOM LIMITED	SOFTCAT PLC

BRITISH TELECOMMUNICATIONS PUBLIC LIMITED COMPANY	INSIGHT DIRECT (UK) LTD	SOFTWAREONE UK LIMITED
CADMIDIUM SERVICES LIMITED	IT NATURALLY LTD.	SOPRA STERIA LIMITED
CANTIUM BUSINESS SOLUTIONS LIMITED	KAINOS SOFTWARE LIMITED	SPECIALIST COMPUTER CENTRES PLC
CAPGEMINI UK PLC	KELLOGG BROWN & ROOT LIMITED	SPHERICA BUSINESS SOLUTIONS LIMITED
CAPITA BUSINESS SERVICES LTD	KORIS365 SOUTH LIMITED	STONE TECHNOLOGIES LIMITED
CARBON60 LIMITED	KPMG LLP	TATA CONSULTANCY SERVICES LIMITED
Cased Dimensions Ltd	KROME TECHNOLOGIES LTD	TECHNIMOVE LIMITED
CDW LIMITED	LEIDOS INNOVATIONS UK LTD	TELEFÃ"NICA TECH NORTHERN IRELAND LIMITED
CELERITY LIMITED	LEONARDO UK LTD	TELENT TECHNOLOGY SERVICES LIMITED
CENTERPRISE INTERNATIONAL LIMITED	Littlefish (UK) Ltd	TIALIS ESSENTIAL IT MANAGE LIMITED
CENTIANT INTL LIMITED	MASTEK (UK) LTD.	TRUSTED TECHNOLOGY PARTNERSHIP LTD
CGI IT UK LIMITED	METHODS BUSINESS AND DIGITAL TECHNOLOGY LIMITED	UNISYS LIMITED
CHESS ICT LIMITED	MTECH IT (LEEDS) LIMITED	VERSION 1 SOLUTIONS LIMITED
CISILION LIMITED	NEC SOFTWARE SOLUTIONS UK LIMITED	VOHKUS LIMITED
CIVICA UK LIMITED	NET CONSULTING LTD	VYSIION LIMITED
CLOUDTHING LIMITED	NETCOMPANY UK LIMITED	WATERSTONS LIMITED
COFORGE U.K. LIMITED	NEXUS ASSOCIATES (ICT) LIMITED	WAVEX TECHNOLOGY LIMITED
COGNIZANT WORLDWIDE LIMITED	NSSLGLOBAL LIMITED	WIPRO IT SERVICES UK SOCIETAS
COMMSWORLD LIMITED	PA CONSULTING SERVICES LIMITED	XMA LIMITED

Provision of end user support services is highly competitive with many possible providers. Many back-end support activities have been digitised and can be operated from any location.

Alternate Routes to Market

Alternate routes to market were considered but rejected in favour of the CCS framework:

Open or Restricted tender.

An open tender will be PCR compliant and may attract more potential bidders however that does require more resources to manage the expressions of interest and tender clarifications, evaluation of bids and administration of the procurement.

A restricted tender process was also considered. Limiting the tender to the participation of a selected few suppliers may lead to a higher risk of challenge to the procurement process by suppliers not invited to tender for the service.

Other frameworks were examined such as YPO, KCS, NEPO and ESPO were rejected as not providing as great a choice of providers.

8.4.2 Interdependencies – If any: Incl. assessments of any arrangements

The main interdependency is the End User Device (EUD) contract, which will commence in March/April 2024. The EUD will significantly reduce the number of support calls related to the aging laptops and move the support of laptops to another supplier. EUD will also review the delivery of applications with the aim or removing Citrix which is currently supported under this contract.

8.4.3 Compliance with Tenders and Contracts Regulations (TCR) & Public Contracts Regulations (PCR)

The Framework is PCR and TCR compliant and is available for use by all public bodies, public sector bodies and all other local authorities. Further competitions conducted in accordance with the framework guidelines comply with the regulations.

Note this report is associated with the Annual Procurement Plan (APP) 23-24 delegation for "End User Services".

A waiver under regulation 19 of the TCRs is requested to use the framework terms and conditions which is a condition of using the framework. The framework terms are mostly in line with council terms.

8.4.4 Quality and VFM

In order to ensure that the best possible price is obtained, it is proposed to conduct a further competition exercise.

Conducting the Procurement

The framework providers will be contacted and asked to express interest in the procurement. Any who express an interest (and those who do not reply) must receive an invitation to tender under the framework guidelines.

The invitation to tender will be published to the providers on the framework using the council e-procurement system. Tenders will be returned electronically via the council e-procurement portal. A lead officer from Strategic Procurement and Governance will manage the tender process.

All queries, clarifications and messaging about the tender will be conducted via the e-procurement portal.

Evaluation Criteria and Methodology

Weighting criteria will be measured as follows which is allowable within the framework:

- 40% Cost,
- 50% Quality
- 10% Social Value

Quality of bids will be ensured by the use of mandatory criteria.

Framework tender documents will be used and questions from the SQ template will be included to form part of the tender documentation to ensure the following criteria are met: Exclusion grounds, suitability thresholds, economic and financial standing, technical and professional ability, Modern Slavery Act compliance, equality and diversity, Living wage, Insurance and whether guarantees are required.

Method statements will be required from potential providers to evidence their ability to meet the requirements. References will be taken up and there may be clarification meetings and demonstrations carried out as part of the process to inform scoring.

A target quality score will be set for evaluation below which the Council may reserve the right to decide not to award a contract to a bidder although this will not be a mandatory score threshold as there will be mandatory requirements which will be marked on a pass/fail basis. Consideration will be given to whether pass/fail criteria in single or multiple items will constitute a failure and exclude a bidder from the tender process. The use of pass/fail requirements will ensure a proposed solution is fit for purpose while allowing the evaluation to assign a higher ratio to price.

Social Value

10% of the total evaluation criteria is assigned to Social Value in the tender.

None of the potential contractors are thought to be based in Croydon but all will be required to provide a social value offer for Croydon as part of the tender requirements.

Bidders will be invited to explain how they can support digital inclusion.

Living Wage

Bidders will be required to confirm payment of the Living Wage to their employees.

Early Payment Scheme (Premier Supplier Programme)

A commitment to join the early payment scheme forms part of the tender requirements and pricing evaluation criteria.

Scoring Method

A weighting will be applied to each Method Statement/requirement. Each Method Statement/requirement which is not pass/fail will be scored by the evaluation.

Scoring will be as set out in the table below:

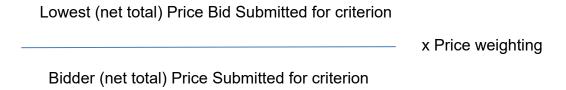| Mark	Score	Description
Rejected	0	The response is **unacceptable** as there is a f**undamental failure** to address **all or most** of the areas within the Method Statement; **OR** There are **non-compliant** or **partially compliant** responses to the requirements within the Method Statement which are **critical** to the technical solution resulting in a **high likelihood** that the technical **solution** will **not work** at all
Poor	1	The response is **inadequate** as it is fails to address **many areas** within the Method Statement and/or the response is **poorly structured, inconsistent** or includes **little or no supporting evidence**; **OR** There are **non-compliant** or **partially compliant** responses to the requirements within the Method Statement with **significant deficiencies** resulting in a technical solution that is likely to be **unfit** for purpose, and requiring **workarounds**
Adequate	4	The response is **acceptable** and addresses the **majority** of the requirements within the Method Statement to an **acceptable** level of **detail**, however the response could have displayed more **expertise, know how, consistency** and **substantiation**; **BUT** There are **non-compliant** or **partially compliant** responses to the requirements that will require some **compromise** from the Customer in relation to the technical solution.
Good	9	The response is **acceptable** and **fully addresses all** of the requirements within the Method Statement to a **good** level of **detail**. The response is **detailed, clear, consistent, evidenced** and the Supplier displays **expertise** and **know how**; **AND** Where requirements within the Method Statement are not fully met, the **deficiencies** are **immaterial**, and will require **minimal compromise** on the part of the Customer in relation to the technical solution.
Excellent	16	The response fully addresses **all requirements** within the Method Statement to an excellent level of **detail and meets/exceeds** all of the **requirements**. The response is **detailed, clear, consistent, well-evidenced** and the Supplier displayed **expertise** and know how; **AND** The response includes **innovative approaches** to meet the requirements within the Method Statement resulting in

		added value for the Customer, for example through **efficiency** or **simplicity**; **AND** The response includes **advanced solutions** to one or more requirements making an **impactful difference** to the Customer's Solution.

Pricing method

The Premier Supplier Programme rebate offered is subtracted from the Gross Total Price to calculate the net total price.

The bidder with the lowest (net total) price for the relevant item will achieve the maximum score for that item.

Other bidders will be allocated a score on a pro/rata basis based on percentage variation to the lowest price e.g.

$$\frac{\text{Lowest (net total) Price Bid Submitted for criterion}}{\text{Bidder (net total) Price Submitted for criterion}} \times \text{Price weighting}$$

Overall

The Bidder who satisfies all requirements and which is awarded the highest combined score shall be identified as the preferred Bidder. Note however that abnormally low priced tenders will be challenged.

Evaluation Panel

Evaluation will be conducted by subject matter experts from CDS:
- Technical Lead(s)
- Contract Lead(s)
- Finance Lead(s)

HR and Pension team to be approached with regards to TUPE discussions. Initial kick-off meetings have already been scheduled.

Pricing evaluation and tender governance will be conducted by a representative from Strategic Procurement and Governance

Legal support will be required for legal clarifications or other contractual/procurement issues.

HR and the Pensions team will be required to advise as there are TUPE implications.

All personnel involved will be required to sign a declaration of interest and a non- disclosure agreement.

8.4.5 Procurement Timetable:

A contract needs to be entered into by the end of 2024 to allow time to migrate the services before the current contract end date.

Activity	Proposed Date
Procurement Board Strategy Report	April 2024
Key decision advance notice	27 March 2024
Strategy approved by Cabinet Member for Finance under delegation in APP	April 2024
Finalise Tender documentation	April 2024
Call-in period for key decision ends	April 2024
Issue EOI to framework suppliers	April 2024
Issue tenders under framework	Mid April 2024
Tender close	From Mid-May 2024
Tender evaluation	To 14 June 2024
Advance notice of Key Decision	21 June 2024
Procurement Board for Award Report	19 July 2024
Cabinet Member briefing	2 August 2024
Delegated Decision by ACE	9 August 2024
Scrutiny call in period	23 August 2024 - 1pm
Contract award letters Nb no standstill period required for framework procurements	After 1pm 23 August 2024
Contract commencement	16 September 2024

Contract Management:

8.4.6 Contract Management will be managed by the Commercial Contracts Manager and the Service Delivery Managers, within Croydon Digital Services. They will ensure on-going compliance and value for money. A contract management plan will be implemented in accordance with Council guidelines for Gold contracts.

8.4.7 There will be regular contract performance meetings set out in the contract terms plus escalation routes defined in the contract.

8.4.8 Some of the KPI's that will be actively managed are:
- P1 Incident Resolution – No more than 1 incident Breach
- P2 Incident Resolution – No more than 2 incident Breaches
- P3 Incident Resolution – No more than 8 incident Breaches
- P4 Incident Resolution – 95% and above
- Delivery of social value obligations
- Customer satisfaction

8.4.9 Approved by Gerard Gough, Strategic Procurement Manager – 05/03/2024

8.5   ICT IMPLICATIONS

8.5.1 IT End User Services is key to supporting the Council's ICT priorities and will allow the Council to continue to deliver a reliable ICT support service for users, residents and businesses. This will in turn offer an improved performance to all within the borough. Council staff and members rely on the availability of and access to the Council technical infrastructure.

8.5.2 All back-office business applications, online services, residents and businesses require access to our online services reliant on the core technology. The provision of ICT End User Services supports the service desk activity, end user support and deskside engineering services.

8.5.3 Delivering Information and Communication Technology (ICT) in local government is critical as it underpins the running of most services the council provides. ICT also has a key enabler role underpinning digital delivery to add value to service provision and customer experience.

8.5.4 Comments approved by Paul Golland, Chief Digital Officer and Director of Digital & Resident Access – 14/03/2024

8.6   GDPR IMPLICATIONS

8.6.1 A DPIA has been completed and approved by the Information Management team.

8.6.2 It is not anticipated that the procurement of a new supplier(s) will have a detrimental impact on any of the groups that share protected characteristics, as there are no changes to current Council policies or procedures planned. Nor will there be instances of the new supplier processing personal information on the Council's behalf. This procurement is to ensure a continuation of services and support to the ICT End User Services.

8.6.3 There will be no processing of personal, sensitive, or special category information in relation to the council's residents, customers and other suppliers.

8.6.4 The supplier will be responsible for the maintenance, management and monitoring of some of the Council's systems. This does not involve looking at or reviewing personal data. The supplier will triage and raise a ticket that will go to themselves or other suppliers, so they will be involved in a low level of processing of personal information of employees such as name and contact details as required to carry out their responsibilities to the contract.

8.6.5 Comments approved by Paul Golland, Chief Digital Officer and Director of Digital & Resident Access – 14/03/2024

8.7 HUMAN RESOURCES IMPLICATIONS

8.7.1 There could be TUPE transfers of roles back to the Council from the incumbent as well as third party TUPE transfers from the incumbent to a new provider. Employee liability information will be needed. Advice from the Pensions team will also be required.

8.7.2 Comments approved by Kam on behalf Gillian Bevan, Head of HR Resources – 11/03/2024

8.8 CRIME AND DISORDER IMPLICATIONS

8.8.1 There are no direct crime and disorder implications arising from this procurement

8.9 PROPERTY AND ASSET MANAGEMENT IMPLICATIONS

8.9.1 There are no property and asset management implications.

8.10 CORPORATE RESOURCES IMPLICATIONS

8.10.1 There are no corporate resources implications as the contract will ensure continued support of end user services. There is also no impact on other corporate teams in the Council due to this strategy report. CDS is also working closely with the Policy Programmes and Performance team and have ensured this project is on the right platform.

8.11 ENVIRONMENTAL IMPLICATIONS

8.11.1 The incumbent supplier provides a van which is used by the deskside support team to travel to remote sites for support purposes. The council will look to either take on the lease of this van or lease another vehicle to replace it. There is no overall change to the environmental impact of this contract as this service is already in place.

8.12 HEALTH IMPLICATIONS

8.12.1 There are no direct health and wellbeing implications arising from this procurement.

8.13 RISK IMPLICATIONS

8.13.1 Croydon faces a significant number of risks, and it is, therefore, important that the Council recognises its responsibility to recognise and mitigate risk associated with the proposals and decision.

Key Risks:

8.13.2 The key risks in connection with this procurement and their mitigations are outlined in the table below:

Ref	RISK SCENARIO		RISK RATING			RISK MITIGATION
	RISK	Impact	Impact {1-5}	Likelihood {1-5}	Total	Mitigation
1	Not meeting the procurement timescales before current agreement ends	Loss of support service. Staff ICT issues will remain unresolved, with possible impact on service to residents. Failure to have entered into a new agreement before the current agreement ends will	5	5	25	This is a high risk and is very likely to occur given reduced staffing levels and competing priorities. The timetable for procurement needs to be adhered to and project actively managed. A project group has been established and tasks and responsibilities have been finalised.

#	Risk	Description	L	I	Score	Mitigation
		result in no end user ICT support.				There will be regular reporting to the project sponsor.
2	Increased new contract value	Budget pressures	2	2	4	Reduced scope of services will likely lower the new contract value. Strong negotiation with suppliers to ensure best value for money is achieved.
3	Declining standard of service from incumbent supplier.	Poor performance from incumbent supplier once they are aware that this service will be open to competition.	2	2	4	The current contract management arrangements will continue to monitor supplier performance to ensure that service levels are maintained. To date there has been no decline in performance from the incumbent supplier.
4	CDS Resources	The procurement will be delivered primarily by CDS. Impact: This will have implications on existing workloads and may cause delays in the project.	4	4	16	The new expiry date of the contract enables resource flex on the project and limit the risk of delays to financial outcomes.
5	Inappropriate Evaluation Criteria	If approvals emphasis price over quality, there is a potential risk. Impact Quality of service.	2	2	4	Increase quality weighting for approval in Procurement Strategy. Use pass/fail criteria to ensure minimum quality standards met. NB the Council's need to save money takes priority over service quality.
6	Vacant Roles	Due to the financial position of the Council, there is a high risk that vacant roles may not be fulfilled even if budget is available. This would prevent the service from operating.	4	2	8	Ensure that packages on offer for required roles meet the current market conditions as a minimum. Ensure that all recruitment requests are confirmed, avoiding the possibility of a reversal.

8.13.3 Comments approved by Paul Golland, Chief Digital Officer and Director of Digital & Resident Access – 14/03/2024

9.   APPENDICES

9.1

EQIA - End User
Services Final - Appro

DPIA End User
Services V1 - Approve

10. BACKGROUND DOCUMENTS

10.1 Not Applicable

11. URGENCY

11.1 Not applicable