



London Borough of Enfield

Report Title	Digital Services Customer Platform (CRM pro)
Report to	Executive Director of Resources Fay Hammond
Date of Meeting	30/05/2024
Cabinet Member	Councillor Leaver
Executive Director / Director	Fay Hammond, Executive Director Resources/Adrian Gorst
Report Author	Brendan McGeough/Lee Shelser
Ward(s) affected	All
Key Decision Number	KD5731
Classification	Part 1 Public and Part 2 Private
Reason for exemption	Commercially Sensitive Information Information relating to the financial or business affairs of any particular person (including the authority holding that information).

Purpose of Report

1. This report seeks the approval to award a contract to Boxxe Limited, following a mini competition under the Kent County Council Framework Agreement (Y23065) for Software Products and Associated Services ("Framework Agreement Y23065"), to supply the Customer Relationship Management System (CRM) (a product that will be provided by Verint Systems Ltd) for three (3) years.

Recommendations

- We are seeking approval for Boxxe Ltd (after being chosen following a mini competition) to provide the existing CRM platform under the Verint Master Agreement.

Background and Options

2. Enfield Council's IT plan is a Cloud first, digital by design strategy, based on both user and customer experience. The current CRM system fulfils this requirement.
3. The current contract was awarded to Verint Systems UK Ltd via G-Cloud 11 framework under KD5042 for a duration of 2+1+1 years, commencing 6th June 2020 for the CRMPro platform. The purpose of the award was to consolidate two (2) CRMs (MS Dynamics and Lagan) at that time and transition to a single CRM solution and deliver a digitally enabled omni-channel and self-service which this has been delivered.
4. The Current contract will expire on 6th June 2024. To enable the continuation of the CRM system when the current contract expires a further competition has been undertaken under the Framework Agreement Y23065 to ensure value for money is obtained.

Main Considerations for Enfield Council

5. Both Digital and Customer Solutions teams are working together to leverage even better customer experience from the existing CRM providing return on investment and making the most from the system and initial capital funding. The tendered price offered by Boxxe Ltd also falls within our costings plan.

Risks that may arise if the proposed decision and related work is not taken

6. Failure to award the contract will mean that Enfield Council will be at risk at both increased financial liability by requiring large capital outlay and time pressure to secure another provider, with eighteen (18) months of new implementation. The CRM is a crucial system for the Enfield Council to enable service.

Risks that may arise if the proposed decision is taken and actions that will be taken to manage these risks.

7. The proposed decision may result in a timing risk and, therefore, some financial loss as we transition from our current provider to the new one. To mitigate this risk, we are maintaining the master service agreement with Verint Systems UK Limited. This precaution should help ensure a seamless transition without any service interruptions.

Preferred Option and Reasons for Preferred Option

Options Considered

8. To undertake a further competition under Framework Agreement Y23065 to enable the renewal of the existing CRM platform to ensure value for money is obtained. This option is fully compliant with PCR 2015 and as a considerable number of software resellers are appointed to it, there was a high level of confidence that a competitive process could be undertaken.
9. To undertake a full, open, above threshold competitive procurement exercise. This option was discounted due to the availability of a PCR compliant Framework Agreement Y23065 to undertake a competitive tendering process. As a considerable number of software resellers are already appointed to the Framework Agreement Y23065 mentioned above, there was no advantage to undertaking a full tendering process that would have been lengthier and required considerably more resources to undertake.

Conclusions

10. By aligning the requirements to Enfield Council's Digital Strategy and by undertaking a competitive, further competition using an established framework agreement, to ensure it gets the best deal, this enables the Enfield Council to have the most appropriate and value for money contract available to it that meets its needs.

Digital Strategy:

Customer first-in all interactions, products and solutions • We will attain, retain and deploy unparalleled knowledge • We will apply the phrase 'right first time' in all we do and also moving our services to cloud.

Relevance to Enfield Council Plans and Strategies

11. All aspects of the plan are supported by provision of secure, robust, and flexible Digital Service provision. This enables all service provision.

Financial Implications

12. The total net budget for contracts is £8.2m.
The current budget for Verint CRM is £265k per annum and is part of the overall contracts budget.
Re-procurement at £260k will yield a £5k per annum saving which will be used to offset pressures on the overall contracts budget.

Legal Implications

13. Enfield Council has the power under section 1(1) of the Localism Act 2011 to do anything individuals generally may do provided that it is not prohibited by legislation and subject to Public Law principles. This power includes the right to enter into contracts. There is no express prohibition, restriction or limitation contained in a statute against use of the power as recommended in this report. Enfield Council also has a right, under section 111 of the Local Government Act 1972, to do anything, including incurring expenditure or borrowing which is calculated to facilitate or is conducive or incidental to the discharge of its functions. The recommendations in this report are in accordance with these powers.
14. Where Enfield Council looks to make use of an external framework agreement such as is proposed in this report, Enfield Council must be legally allowed to use the framework agreement and must make sure that the award of any call-off contract complies with the framework agreement's terms. Enfield Council will not be allowed to make material changes to the terms and conditions in the template call-off contract. The chosen Framework Agreement Y23065 is a compliant framework agreement expiring on 29th February 2028, which Enfield Council is entitled to use following the completion of the customer access form on 24 April 2024.
15. Enfield Council decided to host a further competition and invite all the capable suppliers on the Framework Agreement Y23065 to submit tenders. As set out in this report, a further competition has been undertaken under the Framework Agreement Y23065 to ensure value for money is obtained.
16. As the total value of the contract is over £500,000 but under £1,000,000, CPR 7.2 of the Enfield Council's Contract Procedure Rules requires Enfield Council to consider whether it should require the Supplier to provide sufficient security to manage risk. Enfield Council have decided not to require the Supplier to provide security and the reasons for this have been recorded on the E-Tendering Portal for audit purposes.
17. The contract must be executed as a deed by the use of Enfield Council's common seal as required by the Council's Constitution and the form of contract must be in-line with the conditions under the Framework Agreement Y23065 and approved by Legal Services on behalf of the Director of Law and Governance.
18. The client team must be comfortable that any limitations on liability, such as a limitation on the total aggregate liability of any party in a call-off contract (which is subject to the terms and conditions within the Framework Agreement Y23065) in relation to an action in contract, tort, breach of statutory duty or otherwise, are appropriate, seeking advice from colleagues in the Finance team, and approval from the Executive Director in the Resources Department, if required.

Equalities Implications

19.N/A

HR and Workforce Implications

20. Not relevant to this report

Environmental and Climate Change Implications

21.N/A

Public Health Implications

22. Not relevant to this report

Property Implications

23. Not relevant to this report

Safeguarding Implications

24. Not relevant to this report

Crime and Disorder Implications

25. Not relevant to this report

Other Implications

Procurement and Contract Management Implications

26. Any procurement must be undertaken in accordance with Enfield Council's Contract Procedure Rules (CPR's) and Public Contracts Regulations (2015).

27. This procurement was undertaken as a further competition in accordance with the CPRs and PCR's and the rules of the KCS Framework agreement Y23065 for Software Products and Associated Services.

28. As per the rules of the framework agreement, all suppliers listed under the framework were invited to tender. Of the thirteen (13) suppliers invited to tender, four (4) indicated they intended to bid. When the tender period closed on 21st May 2024, two (2) suppliers submitted a tender.

29. Two (2) tenders were received and evaluated on the basis of the published award criteria of 90% price and 10% quality. No tenders were rejected during the evaluation stage.

30. Following the evaluation of the tenders received, in accordance with the published evaluation criteria, Boxxe Ltd have been identified as the winning tenderer.

31. The necessary due diligence has been undertaken to ensure that Enfield Council can compliantly award the contract under the KCS Framework Agreement Y23065.
32. The award of the contract, including evidence of authority to award, promoting to Enfield Council's contract register, and the uploading of the executed contract will be undertaken on the London Tenders Portal (LTP) including future management of the contract.
33. This necessary information will be published on the Contracts Finder portal to comply with the Government's transparency requirements.
34. The CPR's state that contracts over £100,000 must have a nominated contract owner in LTP, and for contracts over £500,000 there must be evidence of contract management. As this contract is over £500,000, resource has been identified from within Digital Services to manage the proposed contract. This contract has been classified as a Gold contract under the contract management tiering tool.

Digital Implications

35. There are no Digital implications as the service is the same as the current arrangement. The provider/reseller will be changed. Verint Master agreement is still in place and the CRM to be provided by Boxxe Ltd. The only change in the new contract is the re-seller and the pricing model. The current contract is based named user licences and the new contract pricing is based on number transactions.

Report Author: [Name]Brendan McGeough
[Job Title]
[Email]
[Tel No.]

Appendices

Annex 1

Background Papers

Departmental reference number, if relevant: