

MUNICIPAL YEAR 2019/2020 REPORT NO. Part 1

REPORT OF:

Kari Manovitch
Director of Customer
Experience & Change
(Acting), Resources Dept

	Key Decision No: KD4975
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Subject: Award of 2-year contract for a contact centre telephony solution (PureConnect Cloud Services)

Wards: All

Contact officer and telephone number:

- Farooq Shah, Head of Information Management & Technology
- Martin Sanders, Service Management and Governance Manager
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1. EXECUTIVE SUMMARY

The council is making changes to improve the customer experience, which relies on having a modern, flexible contact centre telephony solution.

The council is now seeking to award a direct 2-year contract to the company that owns the contact centre telephony service PureConnect Cloud. The council has used this platform since 2015, thus replacing the incumbent supplier.

This will enable the council to progress with its plans to improve the telephony service in the short-term and prepare for a more fundamental rationalisation of telephony solutions and consolidation of customer contact.

2. RECOMMENDATIONS

To award a 2-year contract for the PureConnect Cloud services via the Government's G Cloud 11 Framework.

3. BACKGROUND

3.1 The Council approved a Customer Experience Strategy in September 2018 with a vision of delivering a positive customer experience. The council's customer service operation and the ICT support desk both rely on multiple systems, but the most critical is the telephony system. The current telephony service contract has been in place since 2015 when a product called ININ was procured and implemented. This product has since been rebranded as PureConnect Cloud.

3.2 The original supplier of the council's telephony contract no longer works with the PureConnect Cloud telephony product, which is owned by the current company, which has meant the council has had to re-procure the service, in order to preserve business continuity.

3.3 The council can terminate the existing contract with our current provider without any financial penalties.

3.4 The council's longer-term plan is to consolidate multiple telephony systems into as few as possible, ensuring that customer access to the council by telephone is simplified, designed from a user perspective, and enabled by a 'best of breed' solution that integrates with our other customer services technology – primarily our Customer Relationship Management system and our Content Management System. This larger consolidation project is currently in the discovery phase.

4. OPTIONS EXPLORED

Following the decision to procure via G Cloud (KD 4892), only one vendor met our requirements, which is the company that owns the product we currently use. Therefore, the only option to preserve business continuity is to award a contract to the G Cloud vendor. We are awarding the contract for the shortest available contract period that the vendor would accept which is 2 years, and this is the maximum initial contract duration permitted under the framework.

5. REASONS FOR RECOMMENDATIONS

5.1 Awarding the contract to the vendor via the G Cloud 11 framework provides the council with a telephony service that is compliant with the Government's Digital Service Standards, Technology Code of Practice, and Government approved terms and conditions.

5.2 It preserves business continuity for the council and will allow us to proceed with developing the telephony solution to better meet our needs, including changes that will support more effective customer services for Housing customers, and expanding the solution to other services in the council such as the Adult Social Care's Single Point of Contact team.

5.3 The service being procured via the vendor is to deliver support and maintenance of the below solution functionality which the council has been using to date, and the ability to add to the below features: Automatic Call Distributor (ACD), Interactive Voice Response (IVR), and Unified Communication (UC) capabilities, multichannel (voice, email, and chat), speech recognition, voice recording and quality

management, workforce scheduling or rostering tool, real time speech analytics, post-call and IVR surveys, select CRM and UC integrations, supervisor and reporting capabilities, and additional options, including: outbound dialling, agents and management, screen recording, and a broad set of packaged integrations such as the ability to write custom integrations to our public API, and business process automation capabilities.

5.4 The vendor will use commercially reasonable efforts to provide at least 99.99% uptime of the PureConnect Services to support incoming and outgoing calls, three-hundred and sixty-five (365) days a year, twenty-four (24) hours a day. If the PureConnect Services do not meet the foregoing standards, the vendor will issue a Hard Outage credit – a financial remedy – ranging from 1% to 20% of the monthly fee depending on the hours of outage – for example, 7 hours of outage in one month would entitle the council to a payment from the vendor of 10% of the monthly fee.

6. COMMENTS FROM OTHER DEPARTMENTS

6.1 Financial Implications

6.1.1 Based on the accounts filed with Companies House covering the period to 31st December 2017, the company appears to be of sufficient financial stability to undertake this contract. It is suggested that periodic review of the company's financial stability is undertaken during the course of the contract to mitigate future risk to service provided.

6.1.2 Support arrangement for PureConnect Cloud to be funded from the ICT Application and Licencing budget FG0227.

6.1.3 Please refer to part 2 for cost breakdown.

6.2 Legal Implications

6.2.1 Section 111 of the Local Government Act 1972 gives a local authority power to do anything (whether or not involving the expenditure, borrowing or lending of money or the acquisition or disposal of any property or rights) which is calculated to facilitate, or is conducive or incidental to, the discharge of any of its functions.

6.2.2 The Council also has a general power of competence in section 1(1) of the Localism Act 2011. This states that a local authority has the power to do anything that individuals generally may do provided it is not prohibited by legislation.

6.2.3 The current call off contract which the Council has with our supplier allows the Council to terminate without penalty from the end of the third year.

6.2.4 The proposed services are above the threshold where an EU procurement is required under the Public Contracts Regulations 2015 (the Regulations).

6.2.5 The Council is awarding the services under a G Cloud Framework Agreement. Framework Agreements are an approved procedure under the Regulations and the provisions governing their use are set out at Regulation 33. In order to utilise a Framework Agreement, a Contracting Authority needs to be identified in the initial

procurement for establishing the Framework Agreement either individually or as a member of a class eligible to use the Framework Agreement.

6.2.7 The Council must ensure that Best Value principles are adhered to as set out under the Local Government Act 1999.

6.2.8 The value of the services is above the Key Decision threshold so the contract will need to comply with the Council's governance processes in respect of Key Decisions (see CPR 1.22.4).

6.3 Property Implications

There are none.

6.4 Procurement Implications

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

6.4.2 The award of the contract, including evidence of authority to award, promoting to the Councils Contract Register, and the uploading of executed contracts must be undertaken on the London Tenders Portal including future management of the contract.

6.4.3 All awarded projects must be promoted to Contracts Finder to comply with the Government's transparency requirements.

6.4.4 Several Frameworks were explored to find a solution that meets the needs and provides a compliant route to the market. The CCS framework was discounted due to the expiry date and not being able to carry out a robust procurement within the time scales. The G-Cloud was initially discounted in favour of the CCS Framework due to the limited nature of the suppliers.

6.4.5 The business case came to the P&C review Board on the 25th June 2019; where additional information came to light that the vendor is now on the G-Cloud Framework and could be directly awarded to via the framework compliantly. This was agreed at the board as the way forward.

6.5 ICT Implications

6.5.1 The replacement service is expected to operate and be supported as now. No change in the current IT service provision is required.

6.5.2 The service is procured via the G-Cloud framework, with only a single supplier available.

6.5.3 The terms and conditions including the Service Level Agreements and penalties for failure are as provided by the framework and referenced in the service terms within G-Cloud at: <https://assets.digitalmarketplace.service.gov.uk/g-cloud->

For example, this includes fixing faults at the most serious level - Severity 1 - within 15 minutes, which is well within the Enfield ICT Service required service level of 4 hours, and there are financial penalties for outage times.

7. KEY RISKS

7.1 That the provider does not perform according to the service levels

This risk is judged to be low because the provider is a large well-established provider that has met the high standards required of the Crown Commercial Services procurement process. We have a clear set of service levels to monitor the provider against and commercial terms that have had Enfield legal service's approval. We will establish weekly monitoring and monthly supplier meetings to ensure that any issues are addressed promptly.

7.2 That the provider is unable to respond to the council's development requirements

This risk is also judged to be low because the provider is a large well-established provider that has met the high standards required of the Crown Commercial Services procurement process.

8. IMPACT ON COUNCIL PRIORITIES – CREATING A LIFETIME OF OPPORTUNITIES IN ENFIELD

This solution supports a better customer experience for all those that require a council service and contact us by telephone and therefore supports all corporate priorities:

- Good homes in well-connected neighbourhoods
- Sustain strong and healthy communities
- Build our local economy to create a thriving place

9. EQUALITIES IMPACT IMPLICATIONS

Securing a reliable telephony platform supports the council in making its services accessible to all within Enfield's community. It will allow us to improve the telephony experience for all customers, and specifically expand and enhance it for Housing customers and those that contact Adult Social Care as part of planned business changes. Therefore, this decision promotes equality of access to council services for all.

10. PERFORMANCE AND DATA IMPLICATIONS

- 10.1 The service we are procuring will provide access to real-time data and strategic reports.

- 10.2 The vendor has Microsoft Gold Partner status and the ability to integrate with Power BI.
- 10.3 The vendor will be a key partner, contract performance will be monitored via a supplier dashboard, and supplier meetings will be held monthly with ICT and service representatives present to review performance, plans, and any issues.

11. PUBLIC HEALTH IMPLICATIONS

Not applicable