TORBAY COUNCIL

Part 2 Specification

Contract Reference

TTRAN3220

Contract Title

Customer Relationship Management (CRM) System

Contents

1. Overall Scope and Nature of the Requirement

1.1 Introduction

Torbay Council, like other councils, continues to face the ongoing challenge of austerity and is rapidly realising that the opportunities for making savings are diminishing. In parallel to this, the Council is continuing its 'recovery programme' in response to the COVID-19 pandemic with the aim of ensuring our community, in its widest sense, is strengthened following this emergency.

Within this context, the Council is grasping transformation opportunities that build a sustainable operating model for the 21st century, post COVID-19 whilst also delivering a range of financial and non-financial benefits.

As such the Council's transformation plan (approved at Cabinet in September 2020) sets out how we will bring a coherent, joined-up approach to change that meets the Council's ambition and priorities for Torbay and its residents to thrive, as outlined in the Community Plan 2019 -2023:

> https://www.torbay.gov.uk/council/policies/corporate/corporate-plan/

and will support the delivery of financial targets in the Medium Term Resource Plan – this programme is called the 'Council Redesign Programme'.

1.2 Council Redesign Programme

1.2.1 The main objective of the Council Redesign Programme is 'To modernise, simplify and standardise how we work so we can support the communities of Torbay and build a resilient council fit for the future'.

1.2.2 This procurement comes under this programme in the 'Our Organisation' project, which has an objective to "put our customers at the centre of our organisation." It aims to:

a) Provide an effective, efficient and responsive gateway to Council services and external services;

b) Streamline and standardise the processes by which the Council delivers cost effective services, becoming digital by default;

c) Define the services that the Council provides, and those which is does not; empowering and enabling residents, businesses and communities to act; and

d) Ensure an appropriate focus on performance and risk management across the organisation.

1.3 Internal Review

1.3.1 A review of customer contact entry points across different service areas within the Council identified that there are a number of customer 'gateways' (access points and channels). This means customers could easily get confused as to what the correct method of contact for a particular service is. This is to be addressed through the use of a digital portal to access services.

1.3.2 A number of workshop sessions were also held with colleagues across different service areas within the Council to identify our business requirements (i.e. what the system needs to do to improve services for customers).

1.4 High-Level Requirement

To enable the Council to achieve the aims listed at 1.2.2, it has been identified the Council needs to procure an improved Customer Relationship Management (CRM) system to provide:

1.4.1 An Enhanced Web Portal

This portal will provide a website, including digital forms and flows with multi-channel access compatibility (e.g. PC, Apple, iPhone, Android Mobile, SMS Text, email etc.) and will fully digitise processes and allow progress tracking, drive channel shift (encourage customers to access/interact via different channels to what they normally choose), and reduce failure demand (a demand caused by a failure to do something or failure to do something right for the customer) that is currently inherent in the system due to constrained service access and a lack of progress visibility.

1.4.2 A Proactive Approach

A greater ability to be proactive across the Council through iterative implementation (over the course of the implementation) of a 360 degree view of customers (internal and external), suppliers and locations, with activity tracking and cross-organisation alerts to break down barriers, reduce duplication, complexity, error rates and failure demand.

1.4.3 Reduced Duplication

A common platform for front and back office processes to reduce duplication, re-keying and data loss or data silos that are currently causing inefficiency.

1.4.4 Performance Reporting

Management and operational reporting functionality to enable data driven decisions, e.g. trend and spike analysis, which are currently difficult or impossible to facilitate due to a poor data availability to leadership.

1.5 External Demand

1.5.1 Torbay comprises of 134,500 residents (2013 figures) across 59,010 households with one-in-four of Torbay's population aged 65 years and over.

1.5.2   Demographic analysis suggests 35% of households in Torbay have a propensity to adopt digital services, with a further 28% likely to adopt digital services with encouragement. 37% of households in Torbay have significant barriers in adopting digital services.

1.5.3   Site and channel statistics for 2020 YTD (January to November) are as follows:

- Website users: 564,353

- Page views: 4.2m

- Homepage views: 188,648

- Website visitors using the search: 43,627

- Web forms processed: 111,367

- Social media referrals to website: Facebook - 22,772; Twitter - 3,790

- Contact Centre calls offered: 94,136 including Benefits and Council Tax calls

2. Requirement Overview

2.1 Requirement Overview

2.1.1 The information gathered from the workshop sessions referenced at 1.3.2 has been used to identify the following CRM system requirements:

a) Web portal and case management;

b) 360 degree view of customers, suppliers and locations, with activity tracking and cross-organisation alerts based on business rules;

c) Digital forms and flows with multi-channel access compatibility to fully digitise processes and allow progress tracking;

d) A common platform for front and back office processes; with a portal for customers, officers, Members and suppliers;

e) Integration with Local Land and Property Gazetteer (LLPG) and postcode look-up capability visualised through online maps;

f) Fullest integration enabled for Line of Business (LOB) systems to iteratively move towards a golden record for customer and place through a Master Data Management (MDM) approach - clustered or organisation wide;

g) Outlook integration for diary management and scheduling;

h) Management and operational reporting functionality, or full integration with MS Power BI (business analytics service) to enable the above;

i) Integration with telephony software; and

j) Hosted system (provider manages data externally) or hybrid system (mix of data located in organisation and externally).

2.1.2 In addition to the requirements stated at 2.1, Torbay Council is asking bidders to provide solutions for the following:

a) A clean and accessible user experience;

b) A training package, including implementation delivery times;

c) Proposals in relation to data migration from the Council's existing systems where they can be replaced;

d) Future plans for system development;

e) A system that meets Council retention periods; and

f) A system that meets the Council's information security requirements.

2.1.3　Our intended scope for digital solutions covers as a minimum the following areas of service (in alphabetic order):

- Children's Services;
- Complaints;
- Community Safety;
- Council Tax and Business Rates;
- Democracy;
- Education Services;
- Electoral;
- Financial Hardship (Discretionary Housing Payments and Crisis Support);
- Harbours;
- Highways (SWISCo);
- Housing Benefits;
- Jobs in the Council;
- Legal Services;
- Libraries (Libraries Unlimited);
- Parking;
- Planning;
- Parks (SWISCo);
- Planning and Building Control;
- Public Protection;
- Registrars;
- Revenues & Benefits;
- Schools Administration;
- Street Services (SWISCo); and
- Waste (SWISCo).

2.1.4　It can be assumed that the Council will take-on detailed service transaction development work after an initial period of professional services development and mentoring.

2.2 **Current Software**

2.2.1 Applicants are provided with the Council's relevant technical software inventory so they are able to identify software involved in delivering Council services.

2.2.2 Each software application includes the following three types of information:

- Basic – including description, supplier and if the system is public facing;
- Technical – including if the system is hosted in-house and if it integrates with Local Land and Property Gazetteer (LLPG); and
- CRM replacement – including if the system has been identified as suitable for replacement as part of this tender or suitable to be linked to CRM replacement.

2.2.3 The purpose of this information is to allow Applicants to identify the modules currently in use by the Council which are either included in the system being proposed or could be 'bolted-on' to the system being proposed, resulting in the switching off/replacement of current software.

2.2.4 The Council's software inventory can be accessed at

https://online.torbay.gov.uk/suppliercrmspec/

(a) Select the option for Non-Council;

(b) Username: crmspec

(c) Password: 8xYCe7SHW7BQk9fS

3. Specific Requirements

3.1 <u>**Artificial Intelligence**</u>

The System must:

3.1.1   Have a chat bot facility.

The System should:

3.1.2   Have predictive analysis at the point of enquiry, offering information, followed by 'was this useful' with an option to continue.

The System could:

3.1.3   Have Artificial intelligence (A.I.) integration to enable continuous improvement to automated customer service functionality.

3.2 <u>**Audit**</u>

The System must:

3.2.1   Be able to be used by all customers, internal and external, to avoid loss of data.

3.2.2   Have highly flexible permission sets to ensure data can be shared across functions without compromising appropriate access controls.

3.2.3   Keep historical data to length of time, to be determined by department and legislation.

3.2.4   Have user session tracking.

3.2.5   Have the ability to set escalation by business rules, plus reporting on audit trail activity.

3.2.6   Have automated workflow and delegation.

3.2.7   Have delegation of an advocacy individual, on the client account, supporting auditing and giving traceability and assurance for those operating on behalf of others.

3.2.8   Automatically flag unusual user behaviour according to business rules (e.g. fraud).

3.2.9   Have the ability to identify who's accessed / amended or deleted records, when that occurred and what the pre-position was from last back-up.

3.3 <u>**Beta Delivery & Testing**</u>

3.3.1   The Council have an indicative programme plan that suggests the preferred implementation of the new system should follow the beta delivery, migration then transformation model.

3.3.2 The Provider should implement a content delivery process and an early beta implementation of the portal/s. These should be based upon "best practice" examples, configured to meet Torbay branding requirements and meeting initial Torbay content, navigation and search needs, including responsive design across a range of end user devices.

3.3.3 The Provider must support an early beta implementation of the web portal/s, to include:

(a) A chosen self-service transaction with web forms for use by customers, and automated business rules for making decisions and routing work;

(b) Customer/supplier (internal or external) account/s, with registration, customer details, customer history and password reset functions;

(c) Core customer data;

(d) Core gazetteer data; and

(e) Customer service access to customer data and service requests, with the ability to use the web forms, annotate customer records with notes, and view the audit trail.

3.3.4 Ongoing testing is an essential part of performance review. Providers should detail what testing would be carried out, when it would be performed and what test tools would be used.

3.3.5 Providers should identify any Testing Standards or methodologies that will be used.

3.4 **Business Intelligence**

The System must:

3.4.1 Have reporting functionality, where process exceeds parameters, according to business rules.

3.4.2 Have automated customer communications/messages for required process interactions (e.g. payment due).

3.4.3 Have interdepartmental flagging based on business rules to aid customer service and prevent failure demand (e.g. customer unable to pay business rates flags to council tax revenue team to investigate).

3.4.4 Gather and use a preferred method of contact for a customer (e.g. SMS, letter, email, phone) and a customer's status such as 'vulnerable' (info would include assisted bin collection, concessionary bus fare use, etc.).

3.4.5 Have a portal to view public registers (statutory), appointments, plans online, save searches and track.

3.4.6 Have intelligent forms that can be used by internal and external customers as well as Customer Service agents (e.g. Electoral Services - ITRs, postal applications, intention to Electively Home Educate forms) plus save progress of form and complete later.

3.4.7　Have automatic data matching for spelling errors against multiple records (i.e. data matching warnings/alerts).

3.4.8　Have full search functionality in every field, only returning data that the user would have access permissions to.

3.4.9　Have full reporting capability in system or provided by integration with MS Power BI.

3.4.10　Have formed based booking functionality to enable data collection at point of booking.

3.4.11　Have a portal to allow customer to see progress of their processes.

3.4.12　Have a flexible document management system with an ability to file and easily locate under various key references and attach subsequent papers (i.e. file / doc naming convention).

3.4.13　Provide all information required for statutory returns (e.g. NNDR3, NNDR1, QRC) and statement of accounts (e.g. reports required to close the Collection fund).

3.4.14　Standardise, simplify and share data from required interfaces.

3.4.15　Hold emergency contact information, easily accessible.

3.4.16　Be compliant with making Tax Digital for VAT – HMRC requirement for how information is digitally stored and digitally linked to create the digital journey through to the Council's monthly VAT Return submission – see HMRC link for more information:

https://www.gov.uk/government/publications/vat-notice-70022-making-tax-digital-for-vat/vat-notice-70022-making-tax-digital-for-vat

3.4.17　Produce valid VAT invoices/receipts where necessary.

3.4.18　Have a comprehensive financial reporting function to enable analysis of financial data including VAT treatment (i.e. reporting capabilities).

3.4.19　Have automated reporting based on exception criteria and business rules (i.e. exception reporting).

3.4.20　Have the ability to overview workflows.

3.4.21　Hold and produce email and letter templates.

3.4.22　Have a document storage and print capability.

The System should:

3.4.23　Have field validation at input (i.e. numeric in numeric field etc.); restrictions on financial values to minimise error; mandatory fields (e.g. NI numbers, bank account numbers, mobile numbers, email addresses).

3.4.24　Gather customer feedback on all interactions (Red - unhappy, Amber - neutral, Green - happy) with a survey capability to enable more detailed customer feedback.

3.4.25   Capture business names - links to local business chambers of trade.

3.4.26   Have a historical case note functionality.

3.4.27   Pull out information geographically to map and inform hotspot identification/interventions.

3.4.28   Report functionality down to task level for customer service representatives.

3.4.29   Have automatic renewals based on business rules.

3.4.30   Have reporting functionality across service areas (e.g. Planning and Community Safety) with ability to develop/create user specific reports.

3.4.31   Have booking functionality integrated with MS Outlook.

3.4.32   Link to iLearn data (internal staff).

3.4.33   Have booking functionality integrated to financial system for charging (e.g. no. of beach huts, no. of mooring).

3.4.34   Have a flagging system for number of beach huts, number of moorings etc. Categorised by type, charging price, where such facilities are vacant or where they are not yielding the set charges.

3.4.35   Have application refresh and integration refresh that is customisable according to business requirements.

3.4.36   Have the ability to group files in cases under defined naming conventions.

The System could:

3.4.37   Identify different types of property within an address (e.g. bungalow, first floor flat).

3.4.38   Include a system to respond to complaints without the need for having to write an individual response e.g. standard texts and responses.

3.4.39   Flag system to inform when payment of a sundry debtor has been received.

3.4.40   Identify when properties are empty.

3.4.41   Flag when a new property has been inputted by a customer and inform other departments.

3.5   **Content and Data Migration**

3.5.1   It can be assumed that the Council's web team comprises of 6 staff and that the Council will lead on detailed content migration work.

The Provider should:

3.5.2   Provide the Council with any tools to assist with the migration of content, meta data and customer/transaction data into and out of the web platform.

3.5.3   Assist the project team on platform aspects of the full content migration and assist with specific platform configuration work to achieve this.

3.5.4   Assist the project team on platform aspects of the full content delivery process for all users.

3.5.5   Assist the project team to identify the best approach to implement digital solutions for specific service areas. This includes decisions on whether to build new forms and processes or reuse existing examples.

3.6   **Device and Browser**

The System must:

3.6.1   Support consistent modern responsive design across all web platform assets, with support for common end user devices and no dependencies on third party software plugins for client devices.

3.7   **Golden Record**

The System must:

3.7.1   Use a single reference to link all data sources to one customer account (current view is to use the NHS number, given at birth).

3.7.2   Allow customers to update personal information on a customer portal, to be reflected in all linked applications and master data management system.

3.7.3   Allow Council officers to update customer information in the CRM system, to be reflected in all linked applications and master data management system.

3.7.4   Maximise available links between back office systems using the master data management concept to move towards a single golden customer record, or clusters of records, where full inter-compatibility is not possible or financially viable.

3.7.5   Allow customers to have an overview of all their data.

3.7.6   Allow customers to set up direct debits with no council staff input.

3.7.7   Allow cross departmental flagging based on business rules (e.g. unable to pay business rates flags possible issue with paying council tax at linked address) whilst staying within data protection laws.

3.7.8   Have the ability to clearly state where a Power of Attorney (POA) is in place for a customer.

3.7.9   Create customers and suppliers into one database that can be linked.

The System could:

3.7.10   Show a history of services either purchased (e.g. beach huts) or being required by law (e.g. council tax) so that if payments not made on time the 'golden record' will flag payments as due across all debt types.

3.8 **Integration**

The System must:

3.8.1 Facilitate document portability (drag and drop).

3.8.2 Be able to host action cascades (i.e. if serving a notice there would be several essential documents to be served which should 'drop in' to the action).

3.8.3 Host template letters/notices which Council officers can upload.

3.8.4 Keep all council tax/business rates recovery notices on a customer record, to view instead of printing and posting. Enable multi-channel alert to customer to check portal and view above documents. System should record when customer has viewed such documents.

3.8.5 Maximise data linkages with back office systems to improve automation across council activity where financially viable. For example, where third party API cost is prohibited, opportunity will be unavailable.

3.8.6 Have the ability to accommodate changes in legislation at short notice.

3.8.7 Generate legal notices, via post (legal requirement) with printing capabilities including large format (i.e. covers digitally excluded customers).

3.8.8 Allow bulk mail merge, templated and bespoke email with hard copy letters to be dispatched.

3.8.9 Be open to third party integrations where financially viable.

3.8.10 Have a master data management system required for following record types: customer; supplier; place; down to individual property or object type. Record types must have customisable fields for recording data types which must be mappable from linked back office system data. Record types must be linkable to all other record types.

3.8.11 Allow customers to upload as much evidence as they need (e.g. photos, documents, videos, documents that dispute the issuing of attendance penalty notices).

3.8.12 Be simple and intuitive to use - minimise the training burden.

3.8.13 Have card payment system/integration.

3.8.14 Deliver back office work flow capability.

3.8.15 Include Information Governance products: acknowledgements, updates to customers, responses to complaints/FOI/EIR/SARS, FOI/EIR decision notices, privacy notices.

3.8.16 Have the ability to link to other web based information systems like google maps to assist with information and inputting of information.

3.8.17 Have the ability to link to statutory IT systems (e.g. Street Manager, Express Register).

3.8.18 Have the ability to link to social media for reporting incidents etc.

3.8.19 Link between financial systems of our Local Authority schools and the Council.

3.8.20 Allow customers to set information flow preferences in portal and automate push notifications based on information type from other council systems/website.

3.8.21 Ensure that it does not interrupt the reporting systems already in place for systems such as FIMS (financial management system).

3.8.22 Allow Council officers to upload supporting docs.

The System should:

3.8.23 Communicate with external systems e.g. HMRC, LGPS (both ways).

3.8.24 Link to Partner organisations and services.

3.8.25 Have the ability to navigate from CRM record to linked back office system record, in a timely manner (current issues with time taken to link information between existing system and back office).

3.8.26 Have the capability or development capability to enable reduction in other applications required to fulfil customer service and statutory functions.

3.8.27 Provide appointment file for integration into customer's personal calendar application (e.g. apple, android, Outlook).

3.8.28 Use data from previous reports to stop people creating duplicates (e.g. pothole, fly tipping).

3.8.29 Improve data sharing with partner agencies.

3.8.30 Allow customers to 'top up' pre-payment cards (e.g. using an app on their phone like an Oyster card) so no need for council staff involvement.

3.8.31 Have a single sign on capability.

3.8.32 Communicate emergency response through the system to internal and external customers.

The System could:

3.8.33 Allow choice of format for customer information access to be inclusive for customer preferences (e.g. audio bills for visually impaired).

3.8.34 Enable FOI's and other general requests for standard information to be co-ordinated at a central point.

3.8.35 Pre populate form fields based on known data sets (e.g. customer address details in application form).

3.8.36 Link to google maps and land registry and planning maps.

3.9   **Mobile Working**

The System must:

3.9.1   Facilitate remote working.

3.9.2   Have the ability to receive live updates from field officers.

3.9.3   Have multiple device compatibility (e.g. PC, laptop, tablet, android, mobile and mobile device access).

The System could:

3.9.4   Have the ability to input data for field officers (e.g. on quayside and/or on beach and/or food inspection reports).

3.10   **Modernisation**

The System must:

3.10.1 Allow the digitisation of documents, which is a future requirement for business rates and HRMC.

3.10.2 Deliver the following portal functionality:

   (a)   account profile set up for residents, suppliers, officers and members;

   (b)   basic pay, apply, report functions for all council services;

   (c)   case tracking;

   (d)   performance reporting;

   (e)   communications function;

   (f)   full links to master data management system including document upload and download (i.e. performance monitoring against specified criteria).

3.10.3 Have a portal format that needs to be understandable so bills and notifications that are issued, are not confusing.

3.10.4 Have the ability to sell competitive services and encourage investment in Torbay.

3.10.5 Manage differing refresh rates from linked systems.

3.10.6 Be modern, scalable and user-configurable.

3.10.7 Allow the Council to comply with information rights (e.g. provide a copy of records held/rectify inaccurate record).

3.10.8 Have integration with Google search.

3.10.9 Hold recorded calls readily available for a period of time relevant to enquiry/service type.

The System should:

3.10.10 Have a front end that is modern and accessible to encourage channel shift away from traditional customer service delivery.

3.11 **Service Aspirations**

The System must:

3.11.1 Have the ability for service users to provide electronic informed consent (eConsent) to engage electronically. It is sometimes permitted for legal notices to be sent electronically where consent for digital delivery is in place.

The System should:

3.11.2 Create council tax bills.

3.11.3 Produce benefit notifications.

3.11.4 Identify property and format address details that match post office records.

3.11.5 Produce legal documentation for council tax, business rates, BID invoices, sundry debt invoices, NDR, benefit notifications, landlord schedule, recovery letters, penalty notices for non-attendance at school, assessment of Elective Home Education, miscellaneous documents.

3.11.6 Have the ability to recognise advocates (e.g. I can log in for my mum, I have permission to do x, y and z).

3.11.7 Issue a license and send a reminder.

3.11.8 Issue a bill and send a reminder.

3.11.9 Use 'what3words' approach to get over the issue of problems with address locations.

3.11.10 Be able to plot the council owned trees, trees with TPO (privately owned) on a map with "drop a pin" functionality.

3.11.11 Show conservation areas.

3.11.12 Record facilities type (e.g. beach huts, cabins, chalet, mooring, pontoon berth size, bookable berth area size, annual storage area, jet skis, kayaks, boat park, etc.).

3.11.13 Take submissions in paper and electronic format which is a statutory requirement for planning.

3.11.14 Provide an instant refund rather than have to set up a customer in FIMS, then raise a credit note, then get payroll to pay.

3.11.15 Be able to restrict certain services, based on post code (e.g. some harbour services are restricted to TQ1 - TQ5 post codes).

3.11.16 Allow staff to share maps of assets/boundaries with individual customers or groups or universally.

3.11.17 Link to the Council's HR system, MyView.

3.11.18 Have a dog 'e-board' for logging lost/found dogs.

3.11.19 Allow a customer to complete a task without a contact record (e.g. fly tipping) and enable search/reporting functionality to retrieve data where this information has been submitted without such contact record.

3.11.20 Produce arrest notices.

3.11.21 Digitalise land charges and self-service (e.g. produce land search results).

3.11.22 Have the ability to bulk email or message customers.

3.11.23 Collect information in a format that allows follow up activity.

3.11.24 Run automated surveys required by government (e.g. Registrar).

3.11.25 Provide an easier way to data cleanse on systems (e.g. like Comino).

3.11.26 Provide a single Torbay advert for statutory notices.

3.11.27 Buy more than one service at a time.

3.11.28 Note on a customer's record of where paper records are held (room number, box number).

3.11.29 Have the ability for other organisations to submit requests for information to us - requests could come in to a central point and then allocated to department – a copy of the request could then be held against an individual's record.

The System could:

3.11.30 Have a booking function for appointments with a self-service check in functionality and "traffic light" system to monitor the appointment length/status. Required for reporting purposes.

3.12   **Technology Infrastructure Hosting**

3.12.1   Infrastructure sizing must consider that the proposed solution must work across the range of Council services listed in 2.1.3 of this document for the population and demographics of Torbay stated in 1.5

3.12.2   The platform is to be hosted on robust technology infrastructure, with a preference for Tier III hosting and ISO 27001 certification.

3.12.3   Infrastructure sizing is to consider the project timeframes of Beta and Migration in 2022 and Transformation of major services through following years, and the likely increased digital services take-up for Torbay when a more compelling digital service offering is delivered.

4. Contract and Performance Review Requirements

4.1 **Management Structure**

The Provider shall:

4.1.1 Provide the Council with a suitably qualified Account Manager and Deputy Account Manager who will take overall responsibility for delivering the Services required within this Contract and facilitating optimum contract performance.

4.1.2 Send to the Council, within five working days of Contract signing, the name and contact details (including email address and telephone numbers) of the nominated Account Manager and Deputy Account Manager for this Contract along with a single-point-of-contact for technical enquires/issues.

4.1.3 Communicate any change in Account Management to Torbay Council, no less than one month in advance of the planned change.

The Account Manager shall:

4.1.4 Be familiar with all aspects of the Contract and be suitably experienced in the role, ensuring that all the requirements of the Contract are met or exceeded.

4.2 **Review Meetings**

4.2.1 Review meetings shall take place throughout the Contract Period, between both the Provider and the Council, either digitally or at the Town Hall in Torquay.

4.2.2 Review meetings shall be attended, as a minimum, by a Council Representative and the Account Manager or Deputy Account Manager representing the Provider.

4.2.3 The Council shall agree the level of engagement and frequency with the Provider within one month of the Contract signing, but as a minimum this shall include:

Frequency	Status	Format	Attendees	Information Required
Monthly	Operational	Face-to-face / virtual meeting or telephone call	Council representative & Account Manager (Provider)	Management Information (M.I.) highlight report

4.3   **Management Information**

4.3.1   Providers will be required to supply the Council with Management Information (M.I.) throughout the Contract period, the frequency of which will be agreed between the Council and the Provider within one month of the Contract commencement date.

4.3.2   The Council has the right to make changes to the nature and frequency of the Management Information that the Provider is required to supply and shall give the Provider at least one month's written notice of any changes to be implemented.

4.3.3   Management Information must include as a minimum:

(a)   Number of service calls/tickets raised by type;

(b)   Number of service calls/tickets resolved by type;

(c)   Response times;

(d)   Service availability;

(e)   Complaints raised; and

(f)   Exceptions and incidents (including data security).

4.3.4   The above MI stated at 4.3.3 is for contract management purposes and does not relate to reporting functionality business requirements.

4.4   **Incident Reporting**

The Provider shall:

4.4.1   Immediately report any incident affecting the delivery of Services to the Council.

4.4.2   Provide, within one working day, feedback in writing to the Council including corrective actions required and any trends that may be observed.

4.4.3   Provide the following facilities as a minimum, unless otherwise specified by and at no additional cost to the Council:

(a)   Logging of support requests received;

(b)   Telephone support, remote access support via the network and field support where specified, authorised and facilitated by the Council; and

(c)   Progress reports on service calls/problem fixes to the Council.

4.5   **KPIs**

4.5.1   Web platform availability of 99.9%.

4.5.2   Site response not more than 0.3 seconds.

4.5.3   Typical content page download to take 2 seconds in an average home broadband environment.

4.5.4   Proposal needs to be clear on assumptions with regards to service provider responsibilities and client responsibilities.

The Provider must:

4.5.5   Have agreed SLAs for system support.

4.6   **Non-Performance**

4.6.1   Non-performance will be measured against the Management Information and KPIs.

4.6.2   Where Service Levels are not being met, the Account Manager must ensure that appropriate extra resources are committed promptly and action is taken to resolve any issues to the satisfaction of the Council, which may include a Performance Improvement Plan (PIP).

4.6.3   If the Provider fails to achieve the required standards agreed with the Council, they may be issued with a notice informing them of a performance infringement and notice to improve. This will be at the discretion of the Council.

4.7   **Mentoring, Training and Supporting Documentation**

The Provider must:

4.7.1   Work with the project team to identify training and mentoring needs for the Council's web team, and work with team members to implement in-house skills on tasks across the first six months.

4.7.2   Work with the project team to identify training and mentoring needs for Council customer service improvement resource, and work with team members to implement in-house skills on tasks across the first six months.

4.7.3   Supply a full training manual bespoke to the project configuration.

4.7.4   Supply a full training manual, bespoke for the end user (to include videos where required).

4.7.5   Supply full on-site or remote training at our Town Hall office in Torquay for multiple end users.

4.7.6   Supply full on-site or remote technical overview, training and handover for our project team.

4.7.7   Supply a user guide for members accessing the system through the web portal.

5. Data Protection, Information Sharing and Information Security

5.1 **Functionality**

The System must be:

5.1.1 Fully developed;

5.1.2 A web-based software application (software as a service);

5.1.3 Fully operational and currently used in a live environment;

5.1.4 Hosted in the UK Cloud, including back-ups hosted in the UK.; and

5.1.5 Kept fully functional with all supported versions of third party components, systems etc., for example databases, operating systems including mobile devices, report tools, browsers or any other products.

5.1.6 Have two-factor authentication for customer, suppliers and members.

5.1.7 Be Payment Card Industry Data Security Standard (PCI-DSS) compliant.

5.1.8 Compliant with the requirements of Strong Customer Authentication (SCA) as part of the Second European Payment Services Directive (PSD2) for online payments.

5.1.9 Encrypt all personal data.

5.1.10 Have a secure "signature" authorising facility (sign transaction documents digitally).

The System should:

5.1.11 Secure (from a legal perspective) transfer of images from a device to the system for use as evidence, including identity of the submitter

5.2 **Confidentiality**

5.2.1 The successful Applicant will be required to demonstrate how they comply with Data Protection Law, including The General Data Protection Regulation (GDPR) and the Data Protection Act 2018.

5.2.2 The Authority will be the Data Controller for the personal information held in the system and the provider will be a data processor on the Authority's behalf.

The Provider must:

5.2.3 Ensure that all Data collected in the provision of the Service remains the property of the Council.

5.2.4   Ensure that the confidential nature of any works is maintained throughout the Contract.

5.2.5   Deal with all information sent through this Contract in confidence to safeguard the interests of the Council and its residents.

5.2.6   Ensure there is a high level of physical security of documents.

5.2.7   Ensure that all Data and information collected in the provision of the Service is treated as confidential and is not disclosed or shared with any third parties without receiving prior written permission from the Council.

5.2.8   Ensure that only personnel engaged in the provision of the Service are given access to Data and confidential information obtained from the Council. The Provider shall only share data and confidential information when agreed with the Council and as necessary for the performance of the services.

5.2.9   Ensure their staff sign confidentiality agreements.

5.2.10 Ensure there is no unauthorised access to confidential material.

5.2.11 Ensure any confidential waste material is disposed of securely.

5.2.12 Ensure all operations and any sub-contractors are based within the UK and that they comply with the requirements of data protection legislation.

5.3   **Information Security**

5.3.1   The Provider must maintain and comply with Council security policies which can be found at the following Appendixes:

(a)   Appendix B Information Governance Framework

(b)   Appendix C Data Protection Policy

(c)   Appendix D Corporate Information Security Policy; and

(d)   Appendix E Information Rights Policy

These specifically address the protection of all of the Council's information / Data that is generated and / or managed in the provision of the required Services.

5.3.2   The Provider must maintain and comply with their own security policy, which shall address as a minimum:

(a)   Security management (risk assessment, response, evaluation, responsibilities and roles);

(b)   Supplier personnel integrity (recruitment, training, vetting, and disciplinary procedures); and

(c)   Management of suspected / actual breaches of security.

5.3.3   The security policy shall extend to procedures for protecting and managing the risk associated with Data retention during and/or upon expiry of the Contract term; for example Data stored on Hard Disk Drives (HDD) of Equipment and/or Storage Area Networks (SAN).

The Provider must:

5.3.4   Ensure that the implementation of security controls and how they shall comply with ISO 27001, or agreed equivalent, is documented, with associated security policies and standards.

5.3.5   Have the capability, where required, to employ encryption to information / Data which shall be sent across a network or extracted by electronic means.

5.3.6   Ensure that any suspected or actual security breaches are reported to the Council's representative immediately and depending on the impact of the breach, shall be included in monthly / quarterly performance reporting to the Council.

5.3.7   Comply with all the relevant legislation and guidelines in relation to Data and asset security.

5.3.8   Ensure that their security capabilities meet the Councils specific requirements prior to installation and / or implementation of the Services.

5.3.9   Provide details of their personnel security procedures and on request by the Council, details of all personnel that they intend to use in the delivery of the Goods and Services.

5.4   **Standards**

The Provider must:

5.4.1   Ensure that the Services are developed, maintained and fully compliant with the National Cyber Security Centre (NCSC) and 'HMG' Security standards in addition to those standards identified by the Council at Contract commencement.

5.4.2   Ensure that all personal data is kept secure and processed in accordance with the requirements of the General Data Protection Regulation (Regulation (EU) 2016/679) and Data Protection Act 2018.

5.4.3   Provide secure solutions that comply with any restrictions or requirements arising out of the Council's security policies. This shall include, but not be limited to:

(a)   BS EN ISO 9001 or agreed equivalent Quality Management accreditation;

(b)   ISO 27001 Information Security Management or agreed equivalent;

(c)   Public Services Network (PSN) Compliance;

(d)   Citrix Secure Gateway;

(e)   Level 2 Information Governance or agreed equivalent;

(f)   BS 7858 Security Screening or agreed equivalent; and

5.4.4 Ensure that all security criteria required by the Council shall be met, as a minimum. This shall include, but not be limited to ISO 15408 Common Criteria for Information Technology Security Evaluation, or agreed equivalent. The requirements of this standard shall include, but not be limited to:

   (a) Network authentication / log in security;

   (b) Print security;

   (c) Scan to email and use of central directory Services for email addresses; and

   (d) Compliance with eGovernment Interoperability Framework (e-GIF).

5.4.5 Ensure that they support the Council in meeting their legislative obligations including, but not limited to, those set out in: The Equality Act, The Freedom of Information Act (FOI) and the Data Protection Act.

5.4.6 Not charge a premium to the Council for any additional standards and / or security compliance applicable to the Contract, unless otherwise agreed in advance.

5.5   Data Transfer

5.5.1 The Council's data must not be transferred to a country or territory outside the United Kingdom, unless that country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data.

The Provider shall:

5.5.2 Provide a Virtual Private Network (VPN) to facilitate any secure data movement from and back to the Council. Firewalls at each end would be limited by IP white listing and to specific protocols which permit document and file transfer. Users or specific processes sending data must only be able to view and access what they have sent.

5.5.3 Support Transport Layer Security Version 1.2 (TLS v1.2) or later for sending and receiving email securely

5.5.4 Ensure that the Software utilised meets the Web Content Accessibility Guidelines (WCAG) 2.1, AA standard.

5.5.5 Provide all Council data free of charge at contract termination to enable full data migration and service transfer to a new provider.

6. Invoicing

6.1   The Provider must always obtain an official purchase order number from the Council, which must be quoted on all correspondence, including invoices.

6.2   The Provider must make all invoices payable by the Council and must be marked with the Council's name and address and the Provider's name and address.

6.3   Invoices must be sent to the Council's Payments Section via email or post with a copy of the invoice being sent to the Council's Contract Manager.

6.4   The Provider must invoice the Council monthly in arrears.

6.5   The Provider must provide a consolidated invoicing approach as standard, including all subsidiary organisations unless otherwise specified.

6.6   All invoices must contain a full breakdown of costs and must match the pricing in the Provider's submission and the official purchase order.

6.7   The Council's settlement terms are 30 days from the date of an undisputed invoice, or receipt of goods or service, whichever is the later.

6.8   Disputed parts of invoices and invoices not bearing the Council's formal purchase order numbers will not be paid and a corrected invoice will be required.

6.9   Payment will be by BACS and remittance advices will be transmitted to the Provider by email or post.

6.10   Applicants should note that, during the life of the Contract, the Council may adopt the government framework purchase card as its preferred payment of invoice option. Should this be the case, a purchase card number will be provided for The Provider to take payment from at the appropriate time.

7. Social Value

7.1 **Our Commitment**

The Council is committed to its responsibilities under The Public Services (Social Value) Act 2012. Therefore the Council is seeking Participants who will add value to the Agreement by providing additional community benefits (above the services described within this specification).

7.2 **Our Priorities**

7.2.1 We are seeking submissions that support our local priorities. Torbay Council's mission is to be a Council that supports, enables and empowers its residents, communities and partnerships.

7.2.2 The Council's ambition and priorities for Torbay and its residents to thrive are outlined in the Community and Corporate Plan 2019 -2023:

https://www.torbay.gov.uk/council/policies/corporate/corporate-plan/

7.2.3 We are looking for Applicants to make submissions in relation to Social Value that support the collective delivery of this plan in Torbay. All responses are expected to demonstrate what and how they will contribute to the delivery of this plan in Torbay.

7.3 **National Themes, Outcomes and Measures (TOMs)**

7.3.1 The National Themes, Outcomes and Measures (TOMs) Framework for Social Value provides a measurement standard to support better and wider implementation of the Social Value Act. It provides a way to assess additional contributions that a project will make to society. It also enables us to embed local priorities and signpost Applicants to the areas of greatest need in our community where their actions will be of most value.

7.3.2 To support Applicants in their responses we have aligned the TOMs Framework with the priorities set out in our Community and Corporate plan (See Part 7 Social Value Award). We invite Applicants to submit responses aligned with the National TOMs.

7.3.3 If an Applicant has a Social Value proposal that has not been included as an indicator that you would be able to provide as part of your Social Value delivery then these can be included in your response (please be aware that these will not be subject to any priority weighting).

7.4 **Priority Indicators/Weighting**

7.4.1 We have identified a number of indicators that are of higher importance to this project. These indicators will receive an increased weighting in the scoring if

submitted (Please see Sections 3.4.4 and 3.4.6 of Part 1 Information for details on scoring for Social Value).

7.4.2 The following areas which relate to the corporate plan have an increased weighting in the quantitative scoring element of the Social Value questions:

Objective 2: Support healthy, physically active lives for all		
TOMs Ref.	**TOMs Indicator**	**Weighted Priority**
NT20	Opportunities for employees to access wellbeing programmes, such as flexible working time arrangements and access to health and wellbeing resources	4

Objective 10: Increase recycling rates		
TOMs Ref.	**TOMs Indicator**	**Weighted Priority**
NT68	Increased percentage of plastic recycling rate	4
NT70	The elimination of single-use plastic through reusable packaging solutions	4
NT72	Increased hard to recycle waste diverted from landfill or incineration through specific recycling partnerships	4

Objective 15: Promote community resilience		
TOMs Ref.	**TOMs Indicator**	**Weighted Priority**
NT52	Innovative measures to enable healthier, safer and more resilient communities	3

7.4.3 All other indicators submitted will be scored with no weighting.

7.4.4 There is no minimum or maximum number of Social Value commitments an Applicant may submit. By submitting a Social Value indicator the Applicant is committing to the delivery of this throughout the term of the Agreement will be monitored on against delivery of outcomes as part of routine outcome monitoring.

8. Added Value

8.1 **Further Services Offered**

Applicant(s) will be expected to suggest as part of its response to the Evaluation Questions any additional products or services that they may be able to offer as part of this Contract or any other added value that their offer might be able to bring to the Authority. Applicants are expected to build any such offers into their submissions regardless of whether specific questions are asked along these lines or not.

9. Scope and Nature of Possible Modifications or Options

9.1 The Contract may be extended for two further periods of up to 2 year(s) or until the end of the allocated budget, subject to termination clauses within Terms and Conditions of Contract and as provided for in 72 Modification of contracts during their term of the Public Contracts Regulations 2015.

9.2 Any new or amended legislation and/or security standards must be implemented immediately by the Provider, if applicable.

9.3 It is possible that during the term of the Contract, the Council may wish to make changes to the requirements as set out in this Specification to reflect the evolving roles and responsibilities of local authorities in changing economic circumstances. The nature of these changes are not known at this time, however may take into account, but not be limited to, the following:

   (a) technological advances;

   (b) potential inclusion of services associated with the services delivered under this Contract, including but not limited to the addition of any future subsidiary organisations;

   (c) potential acquisition and/or increase of services;

   (d) potential outsourcing and/or reduction of services;

   (e) strategic change of direction by the Council;

   (f) potential restructuring within the Council;

   (g) potential reorganisation of local government; and

   (h) any other modifications.

9.4 During the term of the Contract the Council may wish to add further services or 'modules' to the Contract. Any additions will only relate to either those 'modules' / systems included in the modules tab of Part 5 Pricing or new services or 'modules' that will benefit our customer's experience of accessing the Council.

9.5   The cost of any additional services / 'modules', changes or modifications will:

     (a)   Be assessed on a case-by-case basis;

     (b)   Be proportionate to the change(s) being made;

     (c)   Be calculated in accordance with the Council's budget for that service;

     (d)   Offer best value to the Council; and

     (e)   Take into consideration the pricing proposal set out in the Provider's tender submission.

9.6   Applicants should note that, during the life of the Contract, the Council may adopt the government framework purchase card as its preferred payment of invoice option. Should this be the case, a purchase card number will be provided for The Provider to take payment from at the appropriate time.

9.7   Any changes to the Contract will be managed in accordance with the provisions relating to variations and changes to the Contract as set out in the Contract terms.

10. Awarding the Contract on Behalf of Other Contracting Authorities

10.1   This Contract will be used by Torbay Council and any current or future subsidiary organisations including, but not limited to, the following:

     (a)   TDA (Torbay Economic Development Company Limited);

     (b)   SWISCo Limited;

     (c)   Tor Bay Harbour Authority;

     (d)   Torvista Homes Limited; and

     (e)   Torbay Education Limited.