



Part 2 Specification

Lot 3 – Fully Managed Print Service

Contract Reference

TCUS2419

Contract Title

External Printing Services

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1. Overall Scope and Nature of the Requirement

- 1.1 Torbay Council are exploring the option of appointing a single partner Provider to provide a Fully Managed Print Service comprising of, but not limited to, the following core printing services:
 - Printing Services;
 - Automated Document Factory, Hybrid Mail & Bulk Mail Fulfilment; and
 - Multi-Functional Devices (MFDs).
- 1.2 Details of the current printing service can be found in in Appendix E – Current Functionality. The Provider’s systems must be compatible with the Council’s existing technical infrastructure.
- 1.3 The Fully Managed Print Service will not include the provision of an in-house mail service or a design capability as the Council will retain its in-house provision.
- 1.4 The Fully Managed Print Service will not include the provision of copier paper for use in MFDs, however should the Council require the Provider to source paper on their behalf, then the Provider shall do so via compliant routes as instructed by the Council.
- 1.5 **On-Site Provision**
 - 1.5.1 The Fully Managed Print Service may be conducted on-site at the Council’s Town Hall premises in Torquay if the Provider deems it financially and/or operationally beneficial and in doing so, value is added to the service being provided to the Council.
 - 1.5.2 If an on-site solution is proposed, Applicants must create efficiencies and achieve cost savings where possible. Possible opportunities being:
 - (a) Providing a digitised solution which may or may not utilise existing Equipment and/or software licences;
 - (b) Reducing the distances involved in the delivery of goods to the Council; and
 - (c) Potential integration of ad-hoc outgoing mail with the Bulk Mail Fulfilment provided as part of the Fully Managed Print Service, the volume of which can be found in Section 4.4 of Appendix E – Current functionality
 - 1.5.3 Applicants must factor an indicative annual rent of £42,000 into their submission. The services to be provided by the Council under the rental agreement can be found at Appendix H – Heads of Terms.
 - 1.5.4 Applicants must factor into their submission the purchase of outstanding stock. This figure is estimated to be £10,000.
 - 1.5.5 A plan of the space available is provided at Appendix I – Printing Facility Footprint. In order to obtain Appendix I – Printing Facility Footprint, Applicants are required

to complete and return Appendix B Confidentiality Agreement through the e-tendering portal's messaging facility

- 1.5.6 If an on-site solution is proposed, assets owned by the Council, as detailed in Appendix J – Asset List, will be included within the Fully Managed Print Service facility package. The Provider will be liable for and pay the cost of replacing/repairing damage to the Assets in order to return them back to the Council at Contract termination, which takes into account fair wear and tear during the Contract period.
- 1.5.7 Printing equipment owned and Leased by the Council, as detailed in Section 5 of Appendix E – Current Functionality, will not be included as part of the Fully Managed Print Service facilities package.
- 1.5.8 If a successful Applicant proposes an on-site provision, they will have the opportunity to purchase the owned equipment. In this instance, prices will be supplied to the successful Provider following the award of the Contract.
- 1.5.9 If a successful Applicant proposes an on-site provision, they will have the opportunity to novate the Leased equipment.

2. Overall Requirements

- 2.1 By engaging a single partner Provider to provide a flexible and responsive “print on demand” service, the Council expects to realise the following benefits:
- (a) Improved efficiencies of processes;
 - (b) Reduced costs of printing; including paper and consumables;
 - (c) Reduced costs of all outgoing mail;
 - (d) Reduced print turnaround times;
 - (e) Reduced mail turnaround times;
 - (f) Reduced number of personnel involved in mailing activity;
 - (g) Improve security of mailing;
 - (h) Improved compliance with the corporate style guide;
 - (i) A streamlined, User-friendly ordering and proofing facility;
 - (j) Reduced wastage;
 - (k) Improved stock control;
 - (l) Minimised storage;
 - (m) Improved environmental credentials;
 - (n) Complete visibility of all print expenditure through access to ad-hoc and periodic Management Information (M.I.) reports; and
 - (o) Improve cost controls (including consolidated invoicing and itemised billing supported by a breakdown of all print jobs by Business Unit or User).

The Provider must:

- 2.2 Take over all in-house and out-sourced core printing services as detailed in 1.1.
- 2.3 Work with the Council to develop a new print strategy, which drives towards the provision of a ‘next generation’ Fully Managed Print Service. This will include, but not be limited to:
- (a) Building upon efficiencies and savings achieved through existing or previous Contracts;
 - (b) Implementation of best practice;
 - (c) Identification and delivery of efficiencies and savings linked to process optimisation and automation; and
 - (d) Changing the behaviour of Council Users.
- 2.4 Manage Contracts within the Managed Print Service for the provision of, but not limited to:
- (a) Hardware;
 - (b) Software;
 - (c) System Applications; and
 - (d) Ongoing advice and recommendations provided as part of the service.

- 2.5 Provide their own insurance cover for any equipment, including MFDs, situated on the Council's premises.
- 2.6 Ensure that no minimum order value will be levied against any orders.

2.7 **Helpdesk Support**

The Provider shall provide

- 2.7.1 Helpdesk support which covers all aspects of the Council' requirements in relation to the Fully Managed Print Service during core operational hours between the hours of 09:00 to 17:00 hrs Monday to Friday, excluding UK Bank Holidays.
- 2.7.2 Extended service hours outside of the core operational hours stated in 2.7.1 (i.e. weekends, UK Bank Holidays and/or out of hours), when requested by the Council. These extended Services will be chargeable to the Council and will be agreed at Contract commencement.
- 2.7.3 A single point of contact for this Service, including a unique internal and/or free phone number which must be accessible from UK Landlines and mobile telephones.

3. Printing Services

Details of the current printing service can be found in Appendix E – Current Functionality. The Provider's systems must be compatible with the Council's existing technical infrastructure.

3.1 Demand

The Provider must provide a wide range of mono and colour printed material for the Council. The core requirements shall include, but not be limited to:

(a) Bulk and Jobbing Digital Print

For example: booklets, brochures, flyers, guides, folders, leaflets, letterheads, magazines, NCR pads, newsletters, postcards, posters, stationery, surveys, wallet folders, wire and comb bound books.

Sizes up to A3;

(b) Display

For example: A2 / A1 / A0 posters, outdoor PVC banners, pop-up displays, roller banners, vinyl hoarding boards;

(c) Envelopes

For example: C5, C5+ C5- window and non-window envelopes printed either single sided or double sided;

(d) Electoral Printing

For example: ballot papers, corresponding number lists, electoral registers, household enquiry forms, invitations to register, personalised postal vote envelopes, poll cards.

3.2 Outsourcing

The Provider must:

3.2.1 Consider whether in-house production or outsourcing is the most viable and cost-effective option for the supply of all printed materials. Outsourcing possibilities may include, but are not be limited to:

- (a) Larger runs of booklets and leaflets;
- (b) Litho-printed materials; and
- (c) Specialised items.

3.2.2 Manage the supply of all outsourced printed materials through a network of pre-approved external print Suppliers.

3.3 **Artwork Management**

- 3.3.1 The Provider's and/or any external print Suppliers' systems must be compatible with the Council's design tools, including Adobe Creative Cloud applications InDesign, Illustrator, Photoshop and AcrobatPro; alongside video software applications After Effects and Premier Pro.
- 3.3.2 In addition to file formats generated by the programmes stated in 3.3.1, the Provider and/or any external print Suppliers must be able to use artwork supplied in, but not limited to, the following formats:
- (a) .jpg;
 - (b) .bmp;
 - (c) .cad;
 - (d) .tif;
 - (e) .png.
 - (f) .doc;
 - (g) .exl;
 - (h) .pub; and
 - (i) .rpt (Xpress register report format).

The Provider and/or any external print Suppliers must:

- 3.3.3 Be able to receive artwork files via email (up to 10mb), File Transfer Protocol, FTP (over 10mb) or through an online ordering tool.
- 3.3.4 Have the facility to author and manipulate fonts within artwork.
- 3.3.5 Have the facility to electronically store artwork.
- 3.3.6 Cross-reference electronically stored files to the orders that required the artwork and the User the artwork relates to.

3.4 **Order Processing**

- 3.4.1 All documentation/correspondence from the Provider must include the Council's official reference/quotation/purchase order number.
- 3.4.2 The Provider must be able to receive quotation requests/purchase orders either by email to a generic email inbox or via an online ordering tool.
- 3.4.3 The Provider must have the facility for quoting, proofing, producing, dispatching and delivering orders at short notice. This may include same day or next day requirements.
- 3.4.4 All paper provided to the Council must be FSC certified and certification should be provided to the Council if requested.

3.5 **Quotations**

The Provider must:

- 3.5.1 Quote prices based on delivery to a single point for the Council. On rare occasions delivery may be required to alternative sites or delivery points, which will be stated clearly in the quotation request for the requirement.
- 3.5.2 Respond to quotation requests within four hours, between the hours of 9am – 5pm, Monday to Friday, excluding UK public and bank holidays. If a quicker response is required due to an urgent requirement, this will be stated in the quotation request.
- 3.5.3 Ensure that they conform to all instructions provided by the Council on the quotation specification. Detailed information provided will include but not be limited to job requirements, distribution requirements and timescales.
- 3.5.4 Provide quotations stating the total cost for the goods and/or services including delivery options and any associated costs, the lead time for delivery of their completed order and a detailed specification, highlighting any variations from the Council's original quotation request.
- 3.5.5 Quote prices in line with the submitted tender pricing. The Provider is however, encouraged to offer the Council additional discounts, for example volume price-breaks.
- 3.5.6 Adhere to the quoted prices for a three month period unless otherwise agreed with an authorised officer from the Council. Any price increases within this period, cannot be accepted by the Council.
- 3.5.7 Maintain previous prices for repeat orders outside of the three month "price-fix" period, unless changes in the cost of consumables means previously quoted prices are no longer valid. If the price changes, quotes provided to the Council must show the price variations.
- 3.5.8 Return quotations to the Council's officer as stated in the quotation request.

3.6 **Orders**

- 3.6.1 Once a quoted cost and agreed lead time has been accepted by the Council, a purchase order will be raised for the requirement.
- 3.6.2 No work should be undertaken by the Provider without receipt of an official purchase order from the Council.

The Provider must:

- 3.6.3 Confirm receipt of orders within one hour, during the core operational hours of 09:00 to 17:00 hrs Monday to Friday, excluding UK Bank Holidays. If a quicker response is required due to an urgent requirement, this will have been agreed in the quotation provided by the Provider.
- 3.6.4 Ensure that they conform to the specification, delivery arrangements and costs stated in the purchase order.

3.6.5 Not exceed the maximum lead time from a purchase order being placed to delivery of seven working days, unless otherwise agreed with the Council at the point of ordering.

3.7 **Proofs**

3.7.1 Where proofs are requested by the Council, the Provider will provide these to show the finished article in page form.

3.7.2 Proof submission will require accuracy in showing the detail as it would appear in finished form, highlighting where colours can be affected by the substrate involved and where there are potential differences or difficulties in matching the Council's expectations or matching a given brief or to match a sample provided (even where nominated Pantone colour references have been quoted).

3.7.3 The Provider will need to provide proofs within the timescales stated by the Council's requesting officer, following the submission of a purchase order.

3.7.4 Electronic proofs will generally be accepted unless otherwise stated, when hard copy proofs may be required in certain situations.

3.7.5 All proofs MUST be approved by an authorised officer within the Council, print production can begin.

3.8 **Order Fulfilment**

3.8.1 Specific delivery dates and times will be agreed at the point of ordering.

3.8.2 The Council will not accept any additional costs for oversupply. Shortages will not be accepted.

The Provider must:

3.8.3 Ensure that they have the capacity to fulfil orders to the quoted timescales prior to confirming acceptance of orders.

3.8.4 Deliver goods as per the quoted timescales.

3.8.5 Be able to deliver completed orders to:

- (a) The User's desk/office within Torquay Town Hall;
- (b) Torquay Town Hall's Post Room for delivery by the internal courier service;
- (c) Torquay Town Hall's Goods Outwards for delivery by external parcel/pallet courier service; and
- (d) Torquay Town Hall's Goods Inwards for collection by the User in person.

3.9 **Packaging**

3.9.1 The Council reserves the right to prescribe how each requirement is packaged.

All deliveries must:

3.9.2 Be securely packaged in clean, robust materials. This includes but is not limited to pallet size and strength, sufficient capacity boxes, reduced 'free space' within boxes, Kraft wrapping and/or shrink wrapping.

3.9.3 Use the minimum packaging allowable whilst still adhering to 3.9.1 and 3.9.2.

3.9.4 Have individual handling weights clearly stated if packages exceed 5kgs.

3.9.5 Have any reference to the Provider and/or any external print Supplier, for example name, address and/or any other details, removed.

3.10 **Delivery Notes**

3.10.1 Delivery notes must be issued with all orders and all deliveries must be signed for at the delivery point.

3.10.2 Delivery notes must contain details about the order, such as purchase order number, customer reference number and/or quantity contained.

3.10.3 Delivery notes must not contain any financial information about the order.

3.10.4 Where final delivery is outside of Torquay Town Hall's Goods Inwards, delivery must be presented with the Council's delivery note, which once signed must be returned to the Council.

4. Automated Document Factory, Hybrid Mail & Bulk Mail Fulfilment

4.1 Details of the current print service can be found in Appendix E – Current Functionality. The Provider's systems must be compatible with the Council's existing technical infrastructure.

4.2 **Demand**

4.2.1 The Provider must be able to produce, but not be limited to, the following automated documents on a daily/weekly/monthly/quarterly/annual basis:

- (a) Council tax bills;
- (b) Benefit notifications;
- (c) BACS remittances;
- (d) Invoices;
- (e) Purchase orders;
- (f) Summonses;
- (g) NNDR bills;
- (h) BID (Business Improvement District) invoices;
- (i) Adult social care billing; and
- (j) Housing Benefit statements.

4.2.2 The Provider must also have the facility to produce bespoke mailings as and when required.

4.3 **Minimum Requirements**

The Provider must:

4.3.1 Provide Users with the ability to create individual letters/documents or batch mailings of any size in their usual front-office or back-office business applications and then send the resulting document files to the Print Service.

4.3.2 Provide a wholly secure solution enabling documents generated across multiple sites to be centralised by routing Data and information to a single point, where documents can then be generated, delivered digitally to the addressee or printed, inserted into envelopes and dispatched for delivery to the addressee via either the Council's internal courier service and/or an external postage/courier service for delivery by 1st class, 2nd class or equivalent, Recorded Mail or Special Delivery service as specified.

- 4.3.3 Generate, print and insert into envelopes (if required) and dispatch electronically or physically all document files the same day if received before 12:00 noon Monday to Friday, excluding UK Bank Holidays. If received after 12:00 noon, document files must be dispatched the next working day. Any instance of any delays in meeting these timescales must be discussed with the Council immediately.
- 4.3.4 Allow for real-time online tracking and reporting so that Users can check the status of each mail submission at any stage in the process.
- 4.3.5 Manage Contracts within the solution for the provision of, but not limited to:
 - (a) Hardware;
 - (b) Software;
 - (c) System Applications; and/or
 - (d) Ongoing advice and recommendations provided as part of the solution.
- 4.3.6 Guarantee at all times the integrity of confidential data and the composition of disparate document sets.
- 4.3.7 Take overall responsibility for the electronic transfer, electronic delivery, printing, addressing, enveloping and physical delivery of documents.
- 4.3.8 Deliver automation by specialist Hardware, Software and/or system applications in the provision of the Automated Document Factory, Hybrid Mail & Bulk Mail Fulfilment solution where possible to create efficiencies and reduce costs.
- 4.3.9 Create and maintain accurate process maps throughout the duration of the Contract, which must include details of all processes undertaken by the Provider to fulfil the delivery of the Automated Document Factory, Hybrid Mail & Bulk Mail Fulfilment solution.
- 4.3.10 Ensure that no minimum order value will be levied against any orders.

4.4 **Project Building**

The Provider must be able to:

- 4.4.1 Incorporate existing Council projects, workflows and systems into their proposed solution.
- 4.4.2 Build projects for system-generated data-driven requirements using multiple data and formats at the Council's request. It is expected that charges for this will be determined as and when a requirement arises.
- 4.4.3 Design post-composition workflows by defining rules for, but not limited to:
 - (a) Distribution;
 - (b) Sorting;
 - (c) Grouping;
 - (d) Subdividing; and
 - (e) Postal optimisation.
- 4.4.4 Use multiple data sources to generate relevant communications.
- 4.4.5 Accept multiple input data types and convert them into chosen output formats.

- 4.4.6 Establish pre-determined parameters to enable co-mingling of documents.
- 4.4.7 Extract electronically stored content (templates, images, logos, text, paragraphs, etc.) from documents and reformat the data to modify the documents.
- 4.4.8 Convert workflows to generate new output documents.
- 4.4.9 Reengineer documents into new communications by changing the structure and content of the original source.
- 4.4.10 Assign mailing machine control features such as barcodes, which govern page numbers, start/end of documents and sequential control numbers.

4.5 **Document Generation**

The solution must be able to:

- 4.5.1 Receive on an ad-hoc basis and/or automatically retrieve on either a continuous or scheduled basis, mailing data submitted by Users.
- 4.5.2 Receive mailing data electronically, ranging from a few hundred mail pieces to thousands of mail pieces, and from simple ad-hoc and regular daily mailings to more complex annual database driven campaigns.
- 4.5.3 Process submitted mailing data and create subsequent documents according to logic attributed to each project workflow.
- 4.5.4 Generate multiple fully formed, mail compliant documents as a batch to be sorted, split and/or merged with additional documents into individual mail pieces for electronic and/or physical distribution channels.
- 4.5.5 Have the ability to combine documents destined for the same recipient.
- 4.5.6 Output processed documents in a range of ways, with supporting Software and/or system applications being utilised where required. Outputs must include, but not be limited to:
 - (a) Dynamically generated email output, sent to various recipients from a generic email account;
 - (b) Push output to a secure document portal with an automated email notification being sent to the intended recipient detailing what document has been deposited in their account; and
 - (c) Printed output inserted into envelopes and dispatched for delivery to the addressee via either the Council's internal courier service and/or an external postage/courier service for delivery by 1st class, 2nd class or equivalent, Recorded Mail or Special Delivery service as specified.
- 4.5.7 Allow Users to preview documents using a quality control online portal before allowing documents to be released for processing.
- 4.5.8 Integrate with the Council's existing archiving facility (details of which can be found in Appendix G – Workflow360).

4.6 **Bulk Mail Fulfilment**

- 4.6.1 Envelopes used should be generic but must be C5, C5+ or C5- white window wallet printed with the Provider's return address on the flap.
- 4.6.2 Any returned mail must remain unopened and must be sent en-mass to the Council on a weekly basis.

The solution must be able to:

- 4.6.3 Process printed documents by controlling the numbers of pages and the subsequent opening and closing of envelopes using for example mailing barcodes.
- 4.6.4 Provide hand-workers when required in order to produce mail that is not machinable, or when the volume is too low to justify setting up a machine.
- 4.6.5 Use reconciliation data to check the integrity of all mailings.
- 4.6.6 Insert additional printed matter into mail items of different types and volumes.
- 4.6.7 Prepare outbound mail and log details prior to collection.
- 4.6.8 Maximise UK postage discounts.
- 4.6.9 Retrieve production and completion data for reporting purposes and either sent it back to the Council on a daily basis or store it in a remote database that the Council has full unrestricted access to.

5. Multi-Functional Devices (MFDs)

- 5.1 Details of the current print service can be found in Appendix E – Current Functionality. The Provider's Devices must be compatible with the Council's existing technical infrastructure.
- 5.2 **Minimum Requirements**
- 5.2.1 The core requirements shall include, but not be limited to:
- (a) An optimal range of Devices;
 - (b) A consistent User Interface and functionality across the fleet;
 - (c) Fleet management;
 - (d) Supporting a mobile workforce;
 - (e) Security management technology;
 - (f) Consumables management;
 - (g) Online notification system;
 - (h) Maintenance services and support;
 - (i) Hardware/Software upgrades; and
 - (j) Management information.
- 5.2.2 If the Contract for a Fully Managed Print Service is extended past the initial period, any MFDs retained for use with the Council past the initial five years of the MFD element of the contract, will be subject to a reduced rental payment of a maximum of 25% of the initial rental costs.
- 5.3 **Range**
- The Provider shall:
- 5.3.1 Regularly review the Council's print strategies and associated print environments, at intervals to be agreed at Contract commencement. The Provider shall ensure that the review includes all sites that utilise Devices.
 - 5.3.2 Ensure that through the review conducted, printed documents are managed in such a way that they are directed to the most efficient and cost effective Devices. An example of which may be that any print jobs over a certain volume are automatically routed to the Central Print Service.
 - 5.3.3 Work with third parties and obtain any necessary agreements where appropriate to support the review conducted.
 - 5.3.4 Continually provide the most suitable and optimal range of Devices across the Council's Print Environment including both new and Legacy Equipment.
 - 5.3.5 Ensure at all times that the range of Devices proposed remains in line with the Council's print strategy specified at the outset of the Contract.
 - 5.3.6 Ensure that the range of Devices proposed accommodates the Council's changing business environments throughout the duration of the Contract.

- 5.3.7 Facilitate the ordering of additional Devices through the nominated Account Manager. A Contract Variation form will need to be signed by the Council prior to delivery of any additional Devices.
- 5.3.8 Adapt to changes which may occur as a result of the Contract being scaled up or down to reflect the organisation at particular points in time. Examples of this may be a change in the number of Users, changes in locations and/or changes in the nature of work activities.
- 5.3.9 Ensure at all times that the range of Devices proposed supports the Council in controlling any inefficiencies identified associated with printed documents through reductions in energy consumption, waste consumables and paper usage.

5.4 **Fleet Management**

The Provider shall:

- 5.4.1 Maintain a detailed inventory of all Devices including new and Legacy Devices, and update this at regular intervals. The information which the Provider shall provide in the detailed inventory shall include, but not be limited to:
 - (a) The correct configuration and the status of the Devices;
 - (b) 'New' Devices which have been installed;
 - (c) Devices which have been moved between locations;
 - (d) Devices which have had their configurations changed; and
 - (e) Devices which have been removed and disposed of.
- 5.4.2 Run an Install, Move, Add, Change and Dispose (IMACD) process to ensure that all Devices remain fully managed and supported throughout the Contract period and the Device lifecycle as agreed. This shall ensure that where Devices have moved physical location but retained the same IP address, the Consumables will be shipped to the correct location.
- 5.4.3 Provide flexibility around the management, (re)location and (re)deployment of Devices throughout the duration of the Contract. The Provider shall provide the flexibility without charge unless otherwise agreed with the Council.
- 5.4.4 Remove Devices without additional charge, settlement fees and/or Contract fulfilment fees in the situation where the Council services which utilise the Devices are closed or out-sourced.
- 5.4.5 Provide a minimum level of consumables for each Device type, to be held on site in case of urgent requirement. Minimum levels will be agreed at Contract commencement.

5.5 **Supporting a Mobile Workforce**

The Provider shall provide solutions that enable Users to print easily and securely from any location/site throughout the Council's print estate at any point in time. This must include wireless printing via WI-FI or a Cloud based service.

5.6 **Security Management Technology**

The Provider shall ensure that the range of Devices proposed maximises the technical capabilities and improves the secure management of printing including, but not limited to, secure print functionality, User authentication or proximity printing. This shall ensure that only authorised documents can be printed, in order to avoid the likelihood of commercial, confidential or sensitive material being inadvertently printed and/or left at Equipment.

5.7 **Consumables Management**

The Provider shall:

- 5.7.1 Provide and store MFD Consumables for the Council, including all elements required during a Device's lifecycles such as toner, staples and Customer Replaceable Units (CRU).
- 5.7.2 Provide MFD Consumables to the Council on a proactive and timely basis. Where authorised by the Council, these shall be provided through an automated/electronic facility.
- 5.7.3 Provide an appropriate (re)ordering and replenishment process for MFD Consumables which minimises the level of interaction required between the Provider and the Council.
- 5.7.4 Support requirements defined in paragraph 5.7.1 for optimal range of Devices, to ensure that the correct part is shipped to the correct location and can be easily identified and linked to the requesting Device on receipt by the Council.
- 5.7.5 Store MFD Consumables on the Council's premises only with the prior consent of the Council.

5.8 **Online Notification System**

The Provider shall:

- 5.8.1 Provide an online notification system which details issues regarding the functional status of Devices. These details shall include, but not be limited to:
 - (a) Alerts for low Consumables/toner;
 - (b) Paper jams;
 - (c) Poor quality print; and
 - (d) Any other fault or Equipment error code that may result in loss of Device functionality.
- 5.8.2 Ensure that the online notification system provides notifications which identify the physical location of the Device in need of attention and which also identify the correct parts, configurations and settings to be restored once the intervention is complete.

5.9 **Maintenance Services and Support**

- 5.9.1 The Provider shall provide a comprehensive MFD maintenance and support service that is capable of fulfilling the demands of the Council for both standalone and networked Devices, including Software, supplied and/or managed as part of the Services as agreed with the Council at Contract commencement.
- 5.9.2 Costs associated with the provision of a maintenance and support service must be included within the click charge.
- 5.9.3 The maintenance and support service will provide the following:
- (a) Installation;
 - (b) Testing;
 - (c) Connection to the network (if required);
 - (d) Device training;
 - (e) Preventative/proactive and break-fix maintenance;
 - (f) Software support and maintenance;
 - (g) Remote support;
 - (h) Network support; and
 - (i) Parts, firmware, toner, Consumables and staples.

The Provider shall:

- 5.9.4 Ensure that all Personnel carrying out any of the maintenance and support Services are fully trained to the manufacturer's specification.
- 5.9.5 Ensure that the MFD maintenance and support provided to the Council minimises the risk of downtime, and ensures business continuity.
- 5.9.6 Carry out proactive and remote diagnostic checks on Devices through the use of monitoring Software and automated alerts where requested by the Council. The Provider shall ensure the swift interrogation and resolution of all faults detected, either remotely or by despatching an engineer to attend the Device on-site.

5.10 **Hardware/Software Upgrades**

The Provider shall provide an approach as part of the Fully Managed Print Service which enables the Council to consider technological upgrades (both hardware and Software) as part of the Contract, when 'new' technology is launched, which is able to deliver considerable operational and financial benefits to the Council. The Provider shall be aware that upgrading of technology should not normally occur where the cost outweighs the benefit.

5.11 **Management Information (MI)**

The Provider shall:

- 5.11.1 Use its Management Information (MI) to ensure that the range of Devices utilised or proposed accommodates the Council's ongoing changing business environments throughout the duration of the Contract.

- 5.11.2 Provide the Council with relevant and appropriate Management Information (MI), including but not limited to, Device-level reporting on the actual usage of:
- (a) Printing;
 - (b) Faxing;
 - (c) Copying;
 - (d) Scanning;
 - (e) Colour or mono; and
 - (f) Paper size (A4 and A3).
- 5.11.3 Provide the Council with relevant and appropriate Management Information (MI) and recommendations which aim to improve the following areas, including but not limited to:
- (a) Deployment;
 - (b) Configuration;
 - (c) Workflow; and
 - (d) Environmental impact.
- 5.11.4 Provide regular updates to the Council on reductions in print volumes and associated cost savings as part of the on-going Service throughout the Contract. The Provider shall provide any such updates in accordance with the frequency and particular Management Information (MI) requirements to be specified by the Council at Contract commencement but shall provide, as a minimum, monthly reports at no additional cost to the Council.

5.12 **Automated Meter Readings**

The Provider shall

- 5.12.1 Accept automated meter readings from the Council by web-based online portal, email, telephone or by any other means agreed with the Council in advance.
- 5.12.2 Accept automated meter readings directly from each networked digital Device, where this is specifically authorised and facilitated by the Council.
- 5.12.3 Offer alternatives to the traditional quarterly automated meter readings where it is authorised by the Council.

5.13 **Deliveries**

The Provider shall

- 5.13.1 Ensure that all new Equipment provided as part of the Fully Managed Print Service is delivered at no additional cost to the Council. In the event of any delay in the delivery of Equipment, the Provider shall immediately notify the Council, specifying reasons for the delay and the revised delivery date. Where issues cannot be resolved to the satisfaction of the Council in the first instance or where there are recurring issues with delivery lead times, the Provider shall immediately report this to the Council.

- 5.13.2 Ensure that delivery times for any new Equipment provided as part of the Fully Managed Print Service are flexible to avoid any disruption during core operational hours. The Council reserves the right to specify delivery times to be agreed with the Provider in advance.
- 5.13.3 Remove all packaging from the Council's premises at the time of installation of any new Equipment provided as part of the Outsourced Fully Managed Print Service.
- 5.13.4 Ensure that new Equipment deployed as part of the Outsourced Fully Managed Print Service will be pre-configured on delivery to minimise environmental impact and maximise energy efficiency. As a minimum this shall include duplex being set as default, toner saving will be switched on and energy saving functionality will cut in after ten minutes, unless otherwise specified.
- 5.13.5 Ensure that Software drivers are similarly defaulted and shall pre-configure IP address and network settings where appropriate and agreed with the Council.
- 5.13.6 Ensure that Delivery Advice Notes are supplied to the Council upon delivery of any Equipment provided as part of the Services.

6. Change Management

6.1 Service Implementation

- 6.1.1 The Council requires the Provider to commence delivery of the service in full on the Contract commencement date.
- 6.1.2 There must be no reduction in the levels of service provided to the Council between Contract commencement and full integration of the Council's existing workflows with the Provider's systems, should the implementation period for any Provider's system extend beyond the Contract commencement date.
- 6.1.3 In the event that 6.1.2 occurs, the Provider must have a solution to ensure continuity of service during the implementation period. To facilitate this, the Council is prepared to novate its current Contract for the SEFAS Harmonie Communication Suite (HCS) to the Provider, if required, along with providing access to the Council's virtual servers.
- 6.1.4 Should the Provider wish to novate the Council's HCS contract, the cost of approximately £34,000 per annum will need to be borne by the Provider for as long as they are utilising the contract. This incorporates Contract costs of £22,000 p.a. and in-house I.T. costs of £12,000 p.a. for ongoing running/servicing of the server infrastructure.

6.2 Change Management Strategy

- 6.2.1 The Provider must develop a Change Management Strategy which provides absolute clarity and transparency as to how the changeover will be managed at Contract commencement and expiration. As a minimum this shall include, but not be limited to, the following:
 - (a) A mission statement outlining how they will work with other Service Providers to minimise disruption;
 - (b) A communications strategy outlining how they will plan and implement an agreed implementation/exit plan with the Council and any other Service Providers;
 - (c) Details of the planning process in terms of a schedule of change, fully project managed by the Provider;
 - (d) Details of the timescales involved for the changeover and how these will be agreed with the Council and any other Service Providers; and
 - (e) Details of how they will ensure agreed timescales are adhered to.

6.3 Implementation/Exit Plan

The Provider must, as a minimum:

- 6.3.1 Submit an implementation/exit plan to the Council for approval prior to a planned or unplanned change to the service provision. Where changes are sought by the Council, the Provider shall accommodate all of the Council's requirements.

- 6.3.2 Assign a change management team to facilitate the change of service provision. The team must contain a named Project Manager and Deputy Project Manager, with each manager having a minimum of two years' experience in a relevant Managed Print Services environment;
- 6.3.3 Take the lead responsibility in all of the aspects related to the Change Management Strategy unless otherwise specified.
- 6.3.4 Deliver all requirements of the Change Management Strategy within the timescales specified and to the satisfaction of the Council.
- 6.3.5 Work co-operatively with the Council and other Service Provider(s) to ensure a systematic, planned and robust transfer of service whilst maintaining the agreed level of service. This will involve:
- (a) assessing the existing strategy for producing, sharing and accessing secure documents and information to determine which Hardware/Software/system applications are required for the transferred service;
 - (b) transferring workflows from the existing communication suite to any new Automated Document Factory and Hybrid Mail system;
 - (c) finalising risk-associated specific clauses/conditions (e.g. relating to TUPE);
 - (d) determining ownership of assets and Intellectual Property Rights (IPR);
 - (e) assigning commercial liabilities between parties;
 - (f) thorough testing of the new service prior to a final transfer of provision; and
 - (g) implementation of/compliance with Contract Management requirements.
- 6.3.6 Ensure that the Council are fully appraised at all stages of the change in service and ensure that the Council are the final governing body in the resolution of issues.
- 6.3.7 Adhere to all site requirements during any changeover period, including but not limited to:
- (a) Security requirements;
 - (b) Health and safety regulations;
 - (c) Identification requirements for personnel; and
 - (d) Requirements for personnel to be accompanied by Council nominated persons.

6.4 **Training**

The Provider must:

- 6.4.1 Provide training for all new Hardware, Software and system applications, supplied as part of the Fully Managed Print Service.
- 6.4.2 Specify the minimum training requirements to the Council prior to delivery and/or installation and shall ensure that training is provided in accordance with requirements specified by the Council.

- 6.4.3 Deliver focussed training and/or refresher training upon request by the Council for groups of Users with any such training requirements at no additional cost to the Council.
- 6.4.4 Provide comprehensive training that ensures Council Users are fully appraised to ensure the effectiveness of all elements of the Automated Document Factory, Hybrid Mail and Bulk Mail Fulfilment solution, at no additional cost to the Council.

6.5 **Leased Equipment**

The Provider shall upon expiry of the Contract:

- 6.5.1 Liaise with the new Service Provider to identify whether the Council are able to take advantage of preferential buy out terms for the Lease settlement of current Equipment.
- 6.5.2 Work in accordance to the Change Management Strategy in each of the following situations:
 - (a) Transferring ownership of Equipment to a new Service Provider, if appropriate;
 - (b) Managing the support and maintenance of Equipment retained by the Council in accordance with Service Level Agreements (SLAs); and
 - (c) Removing Equipment from site in line with SLAs;
- 6.5.3 Ensure that the following procedures are adhered to unless otherwise specified by the Council, where ownership of Equipment is transferred to a new Service Provider or removal from site is required within the changeover period:
 - (a) The key operator shall be notified and instructed to provide the final meter reading; and
 - (b) The removal paperwork shall contain a simple tick sheet which indicates the condition of the Equipment at the time of removal. Any damage to the Equipment shall be clearly highlighted on the tick sheet.

7. Staffing

- 7.1 Torbay Council highlights that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) will apply in relation to Torbay Council's staff.
- 7.2 In order to obtain Appendix C3 – Base Data of Staff (Lot 3) who will or may transfer under TUPE, Applicants are required to complete and return Appendix B Confidentiality Agreement through the e-tendering portal's messaging facility.
- 7.3 The Contractor shall indemnify Torbay Council against all expenses arising out of any claim made by any employee or former employee of Torbay Council or existing Contractor (who, as a result of the operation of TUPE, or subsequent amendments, transferred to the employment of the Contractor) or by the existing Contractor itself, which results from any act or omission of the Contractor.
- 7.4 The Contractor shall not bring any claim against Torbay Council in connection with TUPE or any subsequent amendments to such regulations.
- 7.5 Should TUPE apply to this Contract:
- (a) The Provider should be mindful of the uncertainty of the situation for the staff who may transfer and that any anxiety from staff can be transferred to the people who are in the Service;
 - (b) Depending on the details of the transfer, all or only part of a team may be transferring. To alleviate anxiety the Provider is required to clarify as soon as possible who is transferring. Consideration should also be given to any volunteers within the Service and separate discussions held about their position; and
 - (c) The Provider should ensure communications and transfer of information are accurate, open and as timely as possible, so the transfer process is smooth and transparent for staff.
- 7.6 The Contractor shall seek to become a member of the Local Government Pension Scheme (LGPS) by means of an admitted body admission agreement with Peninsula Pensions. Torbay Council expects the Contractor to join the LGPS and will use reasonable endeavours to procure that the LGPS liabilities relating to the transferring staff will be fully funded at the date of transfer.
- 7.7 Any costs associated with the transfer of staff to the Contractor will be solely the responsibility of the Contractor. This includes any costs of transferring staff to the LGPS.
- 7.8 The new employer pension contribution rate has been calculated at 20.8% for a closed agreement. A copy of the Actuary Report is enclosed Appendix D3 – Actuary Report (Lot 3).
- 7.9 The Actuary has highlighted potential liabilities to the LGPS relating to the transferring staff. Torbay Council will provide a guarantee to cover the value of these liabilities.

- 7.10 The following documentation will be made available to the Contractor as part of the Contract set up process:
- (a) Provide samples of offer letters;
 - (b) Statement of particulars;
 - (c) Sample Contract of employment;
 - (d) Staff handbook;
 - (e) Employment practices and procedures;
 - (f) Collective agreements;
 - (g) LGPS Pension scheme and employee handbook;
 - (h) Details of Devon County Council Pension service – the scheme administrator; and
 - (i) Details of equal opportunities policies and any positive action strategy in place.
- 7.11 The Contractor is expected and required to agree to the following as part of the Contract:
- (a) Commitment that the Contractor will inform Torbay Council of any TUPE measures it envisages with regard to the employees formally in writing within 10 working days of Contract award notification;
 - (b) The Contractor shall agree any indemnities required by Torbay Council;
 - (c) Commitment that the Contractor will continue to supply employee information throughout the length of the Contract so that it can monitor compliance on employee matters; and
 - (d) Torbay Council has the right to enforce terms of the Contract if the Contractor fails to meet its obligations.
- 7.12 Torbay Council reserves the right to disqualify the Contractor from participating in future Tender opportunities if necessary, if it fails to meet its obligations.

8. Data and Security

8.1 **Confidentiality**

- 8.1.1 Some of the work that will be undertaken will be politically sensitive or contain personal data covered by the GDPR 2018.
- 8.1.2 Providers must ensure that they deal with all information sent through this Contract in confidence to safeguard the interests of the Council.
- 8.1.3 It is essential that Providers must ensure:
 - (a) Confidential disposal of any waste material;
 - (b) A high level of physical security of documents;
 - (c) Signed confidentiality undertakings from staff;
 - (d) No unauthorised access; and
 - (e) That the confidential nature of any works is maintained throughout the Contract.

The Provider shall:

- 8.1.4 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.
- 8.1.5 Ensure that all Data collected in the provision of the Service remains the property of the Council.
- 8.1.6 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.
- 8.1.7 Ensure all operations and any sub-contractors are based within the UK and that they comply with the requirements of data protection legislation.

8.2 **Security**

- 8.2.1 The Provider shall maintain and comply with Council security policies which can be found at Appendixes K through to Appendix P. 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.
- 8.2.2 The Provider shall 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.

- 8.2.3 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).
- 8.2.4 The Provider shall provide the following procedures as part of the Services, at no additional cost to the Council:
- (a) Data encryption;
 - (b) Data overwrite;
 - (c) Re-formatting of any HDDs and cleansing of Equipment memory;
 - (d) Full Equipment cleanse including removal of latent imagery at end of life;
 - (e) Retention of any HDDs by the Council at end of life and
 - (f) Audit trails for secure Data deletion.

The Provider shall

- 8.2.5 Make available additional procedures for protecting and managing the risk associated with Data stored on the HDD when requested. These procedures shall include, but not be limited to, the following:
- (a) Certified removal of the HDD at end of life;
 - (b) Certified disposal of the HDD by the Supplier at end of life; and
 - (c) Certified destruction of Equipment components.
- 8.2.6 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.
- 8.2.7 Have the capability, where required, to employ encryption to information / Data which shall be sent across a network or extracted by electronic means.
- 8.2.8 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.
- 8.2.9 Comply with all the relevant legislation and guidelines in relation to Data and asset security.
- 8.2.10 Ensure that their security capabilities meet the Councils specific requirements prior to installation and / or implementation of the Services.
- 8.2.11 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.

8.3 **Standards**

The Provider shall:

- 8.3.1 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.

- 8.3.2 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.
- 8.3.3 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
 - (g) ISO 29142 Information Technology – Print Cartridge Categorisation or agreed equivalent.
- 8.3.4 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) Fax security when network connected;
 - (d) Scan to email and use of central directory Services for email addresses; and
 - (e) Compliance with eGovernment Interoperability Framework (e-GIF).
- 8.3.5 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.
- 8.3.6 Not charge a premium to the Council for any additional standards and / or security compliance applicable to the Contract, unless otherwise agreed in advance.

8.4 **Data Transfer**

The Provider shall:

- 8.4.1 Provide a Virtual Private Network (VPN) to facilitate the 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.
- 8.4.2 Support Transport Layer Security Version 1.2 (TLS v1.2) or later for sending and receiving email securely
- 8.4.3 Ensure that the Software utilised in the delivery of the Automated Document Factory, Hybrid Mail & Bulk Mail Fulfilment system meets the Web Content Accessibility Guidelines (WCAG) 2.1, AA standard.

9. Contract and Performance Review Requirements

9.1 Management Structure

The Provider shall:

- 9.1.1 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.
- 9.1.2 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.
- 9.1.3 Communicate any change in Account Management to Torbay Council, no less than one month in advance of the planned change.

The Account Manager shall:

- 9.1.4 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.
- 9.1.5 Create and maintain accurate process maps for the ordering and logistics processes throughout the duration of the Contract, which shall include details of all processes undertaken by the Provider to fulfil the delivery of the Fully Managed Print Service.

9.2 Review Meetings

- 9.2.1 Review meetings shall take place throughout the Contract Period, between both the Provider and the Council, either via telephone or at the Town Hall in Torquay.
- 9.2.2 Review meetings shall be attended, as a minimum, by a Council Representative and the Account Manager or Deputy Account Manager representing the Provider.
- 9.2.3 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 meeting or Telephone conference call	Council representative & Account Manager (Provider)	Management Information (M.I.) highlight report

Biannually	Operational	Face-to-face meeting	Council representative & Account Manager (Provider)	Management Information (M.I.) highlight report
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9.3 **Management Information**

9.3.1 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.

9.3.2 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.

Management Information must include as a minimum:

9.3.3 **Printing**

- (a) Number of quotes requested;
- (b) Quote deadlines met (95%);
- (c) Number of ordered jobs;
- (d) Cost of each job;
- (e) Number of Proofs requested;
- (f) Proof deadlines met (100%);
- (g) Delivery deadlines met (100%);
- (h) Quality of printed material (100% matching proof);
- (i) Number and completion of emergency/urgent requests;
- (j) Quality issues raised (less than 1%);
- (k) Complaint response times (100% acknowledged within two hours, with a resolution time to be agreed between the Supplier and the Council at this point).

9.3.4 **Automated Document Factory, Hybrid Mail & Bulk Mail Fulfilment**

- (a) Number of documents processed;
- (b) Number of pages processed;
- (c) Cost to produce and dispatch each document, broken down into different areas of spend;
- (d) Posting deadlines met (95%);
- (e) Quality of printed material (100% matching pre-approved proof/template);
- (f) Quality issues raised (less than 1%);

- (g) Complaint response times (100% acknowledged within two hours, with a resolution time to be agreed between the Supplier and the Council at this point).

9.3.5 MFDs

- (a) Pages processed per Device, showing the split of mono/colour printing and A4/A3 printing;
- (b) Fleet uptime of networked In Scope Devices (98% over any two consecutive rolling quarterly periods);
- (c) First-time fix rate (95% over any two consecutive rolling quarterly periods).
- (d) Service Desk response times (see 9.4).

9.4 MFD Response Times

The Provider shall:

- 9.4.1 Ensure that the maximum average Response Time is four working hours for office based print Equipment when measured over any two consecutive rolling quarterly periods. The Provider shall also ensure that the maximum acceptable Response Time for any single instance shall be six working hours for office based print Equipment.
- 9.4.2 Ensure that Response Times are calculated to reflect the standard working day as defined at paragraph 2.7.1 and apply throughout the UK (i.e. England, Northern Ireland, Scotland and Wales) and non-mainland areas of the UK.
- 9.4.3 Attempt to fix errors remotely in the first instance, where approved by the Council, however the Provider shall arrange an on-site engineer where required.

9.5 Incident Reporting

The Provider shall:

- 9.5.1 Immediately report any incident affecting the delivery of Services to the Council.
- 9.5.2 Provide, within one working day, feedback in writing to the Council including corrective actions required and any trends that may be observed.
- 9.5.3 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) Logging of MFD automated alerts direct from each networked digital Device, where this is specifically authorised and facilitated by the Council;
 - (c) Telephone support, remote access support via the network and field support where specified, authorised and facilitated by the Council; and
 - (d) Progress reports on service calls/problem fixes to the Council.

9.6 **Non-Performance**

- 9.6.1 Non-performance will be measured against the Management Information (M.I.) as stated in 9.3 and 9.4.
- 9.6.2 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).
- 9.6.3 If the Provider fails to deliver orders within the tolerances stated in 9.3, they may be subject to immediate Contract reviews.
- 9.6.4 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.
- 9.6.5 The Provider shall have in place a detailed escalation reporting procedure to activate corrective steps where they have failed to meet First Time Fixed Rate of stated in 9.3.5(c).

10. Invoicing

- 10.1 The Provider must always obtain an official purchase order number from the Council, which must be quoted on all correspondence, including invoices.
- 10.2 Suppliers must make all invoices payable by Torbay Council and must be marked with Torbay Council's name and address and the Supplier's name and address.
- 10.3 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 Framework Manager.
- 10.4 The Provider must invoice the Council monthly in arrears for work undertaken.
- 10.5 The Provider must provide a consolidated invoicing approach as standard, including for third parties services unless otherwise specified.
- 10.6 All invoices must contain a full breakdown of costs and must match the agreed pricing stated on the final quotation and official purchase order.
- 10.7 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.
- 10.8 Disputed parts of invoices and invoices not bearing purchase order numbers will not be paid and a corrected invoice will be required.
- 10.9 Payment will be by BACS and remittance advices will be transmitted to the Supplier by email or post.
- 10.10 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 is. Should this be the case, a purchase card number will be provided for suppliers to take payment from at the appropriate time.

11. Added Value

11.1 **Further Services Offered**

The Applicant 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 Council. Applicants are expected to build any such offers into their submissions regardless of whether specific questions are asked along these lines or not.

11.2 **Social Value**

11.2.1 The Council is seeking a Provider who will add value to the Contract by providing additional community benefits which support the Council's ambitions for a prosperous and healthy Torbay, as identified in the Corporate Plan 2015-19:

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

11.2.2 The provider should identify Social Value options which are appropriate to the Council. Any Social Value options selected by the Council at Contract commencement, shall be in accordance with the Government's Social Values which are current at that point in time.

11.2.3 Applicants should take into account the following key areas in formulating their response:

- (a) Jobs: Promote local skills and employment;
- (b) Growth: supporting growth of responsible regional business;
- (c) Social: Healthier, safer and more resilient communities;
- (d) Environment: protecting and improving our environment;
- (e) Innovation: promoting social innovation

11.3 **Sustainability**

The Provider shall:

11.3.1 Ensure that all Equipment has the functionality to operate effectively with 100% post-consumer waste recycled paper.

11.3.2 Ensure that all Personnel are aware that recycled paper shall not be identified as the sole cause of any MFD paper jamming issues experienced.

11.3.3 Support the wider agenda of sustainability in terms of the social, economic and environmental impact of Council operations, through the provision of Data.

11.3.4 Follow the example of central government in complying with the requirements of the Government Buying Standards (GBS) when providing equipment as part of the Fully Managed Print Service. Full details can be accessed via the following link:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

11.3.5 Complete annual Corporate Social Responsibility (CSR) assessments upon request from the Council.

11.4 **Environmental**

The Provider shall:

11.4.1 Ensure that all Electric and Electronic Equipment (EEE) provided as part of the Fully Managed Print Service is compliant with Restriction of Hazardous Substances (RoHs), Regulations and Waste Electrical and Electronic Equipment (WEEE) Regulations, where appropriate, including Producer Compliance Scheme registration. Full details can be accessed via the following link:

<https://www.gov.uk/guidance/rohs-compliance-and-guidance>

<https://www.gov.uk/government/publications/weee-evidence-and-national-protocols-guidance>

11.4.2 Comply and operate to the standard ISO 14001; Eco-Management and Audit Scheme (EMAS) or a nationally recognised agreed equivalent accredited standard for the scope of the Services.

11.4.3 Effectively manage the Services supplied under this Contract, in order to minimise any impact on the environment. Where appropriate, the Provider shall work proactively with the Council in relation to but not limited to, the following areas:

- (a) Noise reduction;
- (b) Removal of unwanted Consumables; and
- (c) Heat production in confined spaces.

11.4.4 Minimise the amount of packaging required for safe transportation and delivery of Equipment. When requested by the Council, the Provider shall provide evidence of how this is achieved including the purpose for each piece of packaging and whether the packaging originates from recycled/sustainable sources.

11.4.5 Be responsible for the collection and disposal of all packaging, materials and redundant or replacement spare parts in accordance with WEEE Regulations as detailed at the link below:

<https://www.gov.uk/electricalwaste-producer-supplier-responsibilities/your-responsibilities>

11.4.6 Take steps to encourage the reuse of any WEEE generated in the delivery of the Services, as promoted by the WEEE Directive. This shall include, but is not limited to, consideration of the application of PAS 141:2011 Reuse of used and waste electrical and electronic Equipment (UEEE and EEE).

11.5 **Return of Consumables and Redundant Parts**

The Provider shall:

11.5.1 Ensure that all toner bottles and cartridges are capable of re-use or, as a minimum, recycling. When requested by the Council, the Provider shall demonstrate the full re-use or recycling streams for toner bottles and cartridges.

- 11.5.2 Demonstrate acceptable operational use of recycled toner to the Council in the event that the Council request the use of recycled toner as part of their requirements.
- 11.5.3 Provide information on the resource and energy efficiency impacts of all Equipment, if requested, including but not limited to:
- (a) Compliance with current Government Buying Standards (GBS);
 - (b) Energy Star, European Carton Makers Association (ECMA), Electronic Product Environmental Assessment Tool (EPEAT) certifications confirming such compliance;
 - (c) Operational energy consumption and energy efficiency Data;
 - (d) Recycled content in product build; and
 - (e) Recyclability of the Equipment to minimise landfill/incineration.
- 11.5.4 Provide the following information if requested:
- (a) The proportion, by weight, of post-consumer and non-post-consumer recycled material in the Equipment and in the packaging;
 - (b) The weight and volume of packaging applicable to Equipment received by the Council;
 - (c) The management of the Equipment at end of life. This shall include details for every component of the Equipment in terms of future use or location. For example, this may include, but is not limited to, re-use, recycle, landfill or any other possible eventuality in the management of components from end of life Equipment; and
 - (d) The energy and carbon footprint/impact of making and delivering the Services received by the Council.

12. Scope and Nature of Possible Modifications or Options

- 12.1 The Fully Managed Print Service Contract may be extended for a period of up to seven further year(s). The nature of the extensions are as follows:
- a) 5 year extension, expiring 28 February 2031.
This will involve a full replacement of the fleet of MFDs at the end of the initial term for a period of 5 years.
 - b) 6 year extension, expiring 28 February 2032.
If at the end of the initial term it is judged to be financially and operationally viable, the fleet of MFDs will be retained for a further 12 months and will be subject to a reduced rental payment of a maximum of 25% of the initial rental costs. After this 12 month period, a new fleet of MFDs will be installed for a period of 5 years.
 - c) 5 year extension plus 1 additional year extension expiring 28 February 2032
Following the installation of a new fleet of MFDs as set-out in a), if at the end of the extended term of 5 years it is judged to be financially and operationally viable, the fleet of MFDs will be retained for a further 12 months and will be subject to a reduced rental payment of a maximum of 25% of the initial rental costs.
 - d) 6 year extension plus 1 additional year extension, expiring 28 February 2033.
Following the installation of a new fleet of MFDs as set-out in b), if at the end of the extended term of 6 years it is judged to be financially and operationally viable, the fleet of MFDs will be retained for a further 12 months and will be subject to a reduced rental payment of a maximum of 25% of the initial rental costs.
- 12.2 Following an audit of the MFD fleet and their deployment, the specification of existing MFDs may change and could result in a reduction or increase in the number of MFDs across the Council.
- 12.3 The requirements set out within this Specification may be amended at any point during the life of the Framework to take into account, but not be limited to, the following:
- technological advances;
 - strategic change of direction by the Council;
 - potential restructuring within the Council;
 - potential outsourcing and/or reduction of services;
 - potential inclusion within this Contract of services associated with the services delivered under this Contract;
 - potential acquisition and/or increase of services;
 - any other modifications.

- 12.4 Any new or amended legislation and/or security standards must be implemented immediately by the Provider, if applicable.
- 12.5 The Council acknowledges that there is a general trend moving away from physical printing towards digital output. This may result in a greater requirement for processed documents to be output digitally and could subsequently reduce the demand for the printing and mailing of documents.
- 12.6 The Council anticipates that in the future there may be requirements for new projects/workflows to be built for system-generated data-driven requirements using multiple data and formats. It is expected that charges for these will be determined as and when a requirement arises.

13. Awarding the Contract on Behalf of Other Torbay Council

- 13.1 The Council is not purchasing on behalf of other contracting Authorities.
- 13.2 Applicants should be aware that existing and any future Authority subsidiary companies and Authority shared services may access this Framework at any point.