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Invitation to Tender

For the provision of

Nottingham Contactless Ticketing Scheme

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1. Introduction
   1. Outline Scope of Requirements
      1. Nottingham City Council (hereafter 'the Authority') is seeking tenders from sufficiently experienced and qualified contractors to establish a service contract to provide a website to enable a contactless ticketing scheme. The Authority’s detailed requirements are defined in the Service Specification outlined in Section 4 of the Invitation to Tender Document.
   2. Contract Duration
      1. The contract will be awarded to one supplier for a duration of 36 months.
   3. Procurement Timetable

|  |  |
| --- | --- |
| **Stage** (The dates provided may be subject to change) | **Date** |
| Invitation to Tender issue date | 19 March 2024 |
| Deadline for contractor clarification requests | 10 April 2024 |
| Invitation to Tender return date | 19 April 2024 |
| Contractor outcome notification by | w/c 13 May 2024 |
| Standstill Period Complete | w/c 27 May 2024 |
| Contract Award | w/c 27 May 2024 |
| Implementation Period | June/July |
| Contract Go-live | 1 September 2024 |

* 1. Contract Terms & Conditions
     1. The draft contract the Authority proposes to use is available through the e-tendering portal, [www.eastmidstenders.org](http://www.eastmidstenders.org). By submitting a tender, Tenderers are agreeing to be bound by the terms of this invitation to tender and the contract without further negotiation or amendment.
     2. For contracts that do not require a seal, the final contract will be populated by the Authority upon successful award of this opportunity. Unless a hard copy is specifically required by the contractor an electronic version in PDF format will be sent to the winning bidder(s) via the procurement portal. The contractor will be required to print the contract and sign the relevant section of the signature page. The contract must be signed by hand. Typed or electronic signatures will not be accepted. The signature page must be scanned and together with a copy of the contract returned the Authority electronically via the procurement portal. A version of the contract that is signed by all relevant parties and dated by the Authority will be returned to the Contractor electronically. Please do not date the contract.
     3. For contracts that require a seal, the process outlined in clause 1.5.2 will apply but the contractor will be required to print and sign **two** copies of the contract and return both documents to the Authority via post. Please do not date the contract.  One of the copies of the contract that has been signed by all relevant parties and dated by the Authority will then be returned to the Contractor by post.

1. Conditions of Tender
   1. General Requirements
      1. Tenders are invited for the supply of services in accordance with the detailed requirements set out in the Specification.
      2. Tenders must be submitted in accordance with the following instructions; any not complying in part or in whole may be rejected at the Authority's sole discretion.
   2. Preparation of Tender
      1. Tenderers are responsible for obtaining all information necessary for the preparation of their response. All costs, expenses, and liabilities incurred by the Tenderer in connection with the preparation and submission of the Tender, and attending any such presentations or interviews as required, shall be borne by the Tenderer.
      2. The Tenderer will be deemed for all purposes connected with the Tender and the contract to have carried out all researches, investigations and enquiries which can reasonably be carried out and to have satisfied itself as to the nature, extent, and character of the requirements of the Contract (in the context of and as it is described in the Specification), the extent of the materials and equipment which may be required and any other matter which may affect its Tender.
      3. Tenderers may request clarification on any of the points contained in the tender documents (including requests for clarification in relation to the contract terms and conditions). However Tenderers should note that contract terms are non-negotiable and by submitting a completed tender response to the Authority, they are accepting the Authority’s terms of contract. Any qualified tender responses could be deemed as non-compliant.
      4. Clarification requests MUST be submitted in writing through the e-tendering portal, [www.eastmidstenders.org](http://www.eastmidstenders.org), no later than **12:00pm on 10 April.** This will allow the Authority to prepare a response and to supply the information before the final date for receipt of tenders.
      5. Unless otherwise stipulated within the terms and conditions of the contract, Tenderers are responsible for the costs of preparing and submitting their tender response.
      6. Any background information included in relation to this tender is provided in good faith to assist Tenderers in submitting their tenders; no guarantee is given that it is exhaustive, or that any conclusion whatsoever may be drawn from it; and no warranty is made as to its accuracy.
      7. Information given in respect of historical spend is given as a guide; the Authority makes no warranty and accepts no liability as to the actual value or volume of orders to be placed with the Contractor.
      8. Responses to this Invitation to Tender, and any other associated communication must be submitted in English.
   3. Responses to Invitation to Tender
      1. The purpose of the response is to enable us to evaluate your understanding of our requirements, your proposed methods for meeting them and the suitability of your organisation to become a contractor to the Authority.
      2. Your response shall consist of the following:
         1. A completed Selection Questionnaire, available online on the East Midlands Tenders Procurement Portal.
         2. A written response to the Quality Assessment section, contained within the Form of Tender
         3. A breakdown of costs in accordance with the Pricing Schedule, contained within the Form of Tender.
         4. The signed Collusive Tendering Certificate, and Tender Declaration, contained within the Form of Tender.
      3. Tenderers should complete the Form of Tenderas instructed and should not make any variation or alteration to the document supplied nor submit any supplementary documents, unless expressly invited or permitted. The Authority reserves the right not to consider any tender submissions received in any other format.
      4. Where signatures are required, these must be provided by an appropriately authorised individual as follows:
         1. Where the Tenderer is an individual, by that individual;
         2. Where the Tenderer is a partnership, by two duly authorised partners;
         3. Where the Tenderer is a limited company, by a director duly authorised for such purposes.
      5. Signatures may be requested electronically on the procurement portal or within the Form of Tender to be submitted. Where a handwritten signature is requested; a scanned signature or an electronic signature is acceptable. Please note; it is acceptable to submit a typed signature for the online Selection Questionnaire declaration.
      6. Tenderers shall satisfy themselves of the accuracy of all fees, rates, and prices quoted, since Tenderers will be required to hold these or withdraw their Tender in the event of errors being identified after the submission of Tenders.
      7. If a Tenderer fails to provide fully for the requirements of the Specification in the Tender they must either:
         1. Absorb the costs of meeting the full requirements of the specification within their tendered price; or
         2. Withdraw their bid.
      8. All tenders shall be valid and held open for acceptance by the Authority for a period of at least 90 days from the deadline for returns.
   4. Submission of Tenders
      1. All tenders and any associated documents must be submitted via the Authority’s e-tendering portal, located at [www.eastmidstenders.org](http://www.eastmidstenders.org).
      2. If you experience any problems accessing EastMidsTenders please contact the Helpdesk on Tel: +44 330 005 0352 or Email: [procontractsuppliers@proactis.com](mailto:procontractsuppliers@proactis.com)
      3. Tenders must be submitted no later than the time and date shown on the front of this document. No tender will be considered which is late, for whatever reason.
      4. No alteration or amendment of returns will be accepted after the stated deadline, with the exception that the Authority may, at its sole discretion, permit a Tenderer to correct an error or omission that, in the Authority's considered opinion, is a genuine and obvious one.
      5. We do not open any tenders until after the stated deadline has expired, therefore there is neither penalty nor advantage for returning a tender early.
   5. Consideration of Tender
      1. The Authority reserves the right not to award the Contract.
      2. Any acceptance of a Tender by the Authority shall be in writing and shall be communicated to the Tenderer following a standstill period (beginning on the day following the date of the intention to award notification being sent to all Tenderers) of not less than 10 days.
      3. Upon acceptance the Contract shall thereby be constituted and become binding on both parties, notwithstanding which the Tenderer shall, upon request of the Authority, forthwith execute a formal contract in the form provided.
   6. Non-Consideration of Tender
      1. The Authority may, at its absolute discretion, refrain from considering any Tender where:
         1. It is not in accordance with the Form of Tender and/ or terms and conditions provided within the tender pack;
         2. The Tenderer makes or attempts to make any variation or alteration to the terms of the Form of Tender, the terms & conditions, or the Specification; except where a variation or alteration is expressly invited or permitted;
         3. Any part of the submission is incomplete, or the Tenderer does not provide all the information required by the Authority.
         4. The Tenderer submits supplementary documents; except where supplementary documents are expressly invited or permitted.
   7. Rejection of Tender
      1. The Authority may reject any tender in any of the following circumstances where the Tenderer:
         1. Fixes and adjusts prices shown in its Form of Tender by any agreement with any other person, or communicates to any person (other than the Officer mentioned in this tender) the amount or approximate amount of the prices (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or for the purposes of financing or insurance); or
         2. Enters into any agreement with any other person that such other person shall refrain from submitting a Tender or shall limit or restrict the prices to be shown by any other Tenderer in its Tender; or
         3. Offers or agrees to pay or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having or causing or having caused to be done in relation to any other Tenderer or any other person’s proposed Tender any act or omission; or
         4. In connection with the award of the Contract commits an offence under the Bribery Act 2010 or gives any fee or reward the receipt of which is an offence under Sub-Section (2) of Section 117 of the Local Government Act 1972;
         5. Has directly or indirectly canvassed any member or official of the Authority concerning the acceptance of any Tender or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tenderer or Tender submitted by any other Tenderer.
   8. Tenderer’s Warranties
      1. In submitting a Tender the Tenderer warrants and represents that:
         1. It has not carried out any of the acts or matters referred to in the clauses titled *Non-Consideration of Tender* or *Rejection of Tender*, and has complied in all respects with these Conditions of Tender;
         2. All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Authority by the Tenderer or its employees in connection with or arising out of the Tender are true, complete and accurate in all respects;
         3. It has made its own investigations and research, and has satisfied itself in respect of all matters relating to the Tender, the Specification and the Terms & Conditions and that it has not submitted the Tender and will not have entered into the Contract in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the Authority;
         4. It has full power and Authority to enter into the Contract and will if requested produce evidence of such to the Authority;
         5. It is of sound financial standing and the Tenderer and its partners, officers, and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the accounts or other financial statements of the Tenderer) which may adversely affect such financial standing in the future.
      2. The Authority requires the following minimum insurances; the winning Tenderer will be required to demonstrate that they hold the appropriate levels of indemnity before being awarded the contract:
         1. Employer's Liability: £5,000,000
         2. Public Liability: £5,000,000
         3. Professional Indemnity: £1,000,000

A separate Cyber Insurance policy to the value of £1,000,000 will be required in the following instances:

* Where existing policies (such as Public Liability and Professional Indemnity Insurance) exclude cover against Cyber-Risks. Any policies must extend cover to third party losses (losses suffered by the Authority) as well as first party losses (losses suffered by the successful tenderer).
* The contractor does not implement suitable cyber-security measures that meet the government’s cyber-essentials certification and/ or ISO 27001.
  1. Data Protection
     1. The bidder shall ensure that any information that is provided as part of the tender process is at all times compliant with their obligations under the Data Protection Act 2018 and the UK General Data Protection Regulations.
     2. Notwithstanding the general obligation above where the Provider is tendering to processing Personal Data as a Data Processor for the Council, the Provider shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful Processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under Article 5 (1)(f) of the UK GDPR; and if awarded the contract will provide the Council with such information as the Council may reasonably require to satisfy itself that the Provider is complying with its obligations under the Data Protection Legislation.
     3. Any contract specific information in respect of data protection is set out in the Specification and Contract documents.  Bidders are expected to have read and fully understood the Council’s requirements and any data protection implications associated with them, including the bidder’s own obligations, liabilities and responsibilities under data protection legislation in the delivery of the tendered contract.
  2. Confidentiality
     1. The Invitation to Tender, Terms & conditions, Specification, and all other documents or information issued by the Authority in relation to the Tender shall be treated by the Tenderer as private and confidential for use only in connection with the Tender and any resulting contract, and shall not be disclosed in whole or in part to any third party without the prior written consent of the Authority.
     2. The documents which constitute the Contract and all copies thereof are and shall remain the property of the Authority (whether or not the Authority shall have charged a fee for the supply of such documents) and must not be copied or reproduced in whole or in part and must be returned to the Authority upon demand.
     3. All information provided by tenderers as part of their response will be treated as confidential during the procurement process. Requests for information received following the procurement process will be considered by the Authority on a case by case basis applying the principles of the Freedom of Information Act which permits certain information to be withheld, for example, where disclosure would be prejudicial to a party’s commercial interests, and in accordance with the Authority’s transparency obligations.
  3. Freedom of Information
     1. The Authority is subject to the requirements of the Freedom of Information Act 2000 (FoIA) and the Environmental Information Regulations 2004 (EIR); and may be obliged to disclose information (including information provided by Tenderers) in accordance with the requirements of this legislation.
     2. Tenderers shall state if any information supplied by them is confidential or commercially sensitive or should not be disclosed in response to a request for information under the Act, and should state why they consider the information to be confidential or commercially sensitive.
     3. The Authority shall be responsible for determining at its absolute discretion whether information held by it relating to the tender shall be disclosed in response to a request for information under FoIA or EIR.
     4. This will not guarantee that the information will not be disclosed, but will be examined in the list of the exemptions provided in the Act.
  4. Intellectual Property
     1. Unless otherwise specified or agreed, it is the intention of the Authority that all intellectual property rights in all works or supplies provided in relation to this tender which are written or produced on a bespoke or customised basis, including, without limitation, all future such rights when the said works are created, shall be owned by the Authority, and the contractor shall ensure that it executes all documents necessary to effect such ownership.
     2. Where the Tenderer provides existing intellectual property right protected material to the Authority in relation to this tender, it shall disclose this to Authority; warrants it has the right to do so; and shall fully indemnify and hold the Authority harmless against all loss or liability arising from any third party intellectual property rights claims arising both from such existing material and in relation to any such bespoke work.
     3. Except as provided above, both parties retain ownership of their pre-existing intellectual property rights protected material.
  5. Sub-contracting
     1. The Authority requires all Tenderers to identify whether (and which) sub-contracting or consortium arrangements apply in respect of this tender. In particular, Tenderers must specify the elements / share (if any) of the contract it intends to sub-contract, any proposed sub-contractors and precisely which entity they propose to be the service provider. This information shall be stated within the Selection Questionnaire.
  6. Consortium Bids
     1. Organisations which might not have the necessary capability or size to tender for the requirement individually are invited to form consortia with other organisations to be able to put in joint bids.
     2. Consortium bids are particularly encouraged from groups of small medium enterprises (SME’s) or voluntary sector organisations, to allow them to compete in markets where they would otherwise be under-represented.
     3. Consortia may take one of two forms, depending on the agreement between the constituent organisations:
        1. Where Tenderers are proposing to create a discrete corporate entity, they shall provide a separate attachment giving details of the entity itself, and the actual or proposed percentage shareholding of the constituent members within the consortium.
        2. If a consortium is not proposing to form a corporate entity, full details of the alternative arrangements proposed shall be provided in a separate attachment. This shall include the management structure, and the identity of the lead organisation responsible for submitting the application on behalf of the consortium.
     4. In either case, each constituent member of the consortium must complete a selection questionnaire with its own details to be submitted as part of a single composite response.
     5. The Authority recognises that arrangements in relation to consortia may (within limits) be subject to future change. Contractors should therefore respond in the light of the arrangements as currently envisaged. Contractors are reminded that any future proposed change in relation to a consortium must be notified to the Authority so that it can make a further assessment by applying the selection criteria to the new information provided.
     6. Where not already the case, the Authority reserves the right to require a successful consortium to form a single legal entity in accordance with regulation 19(6) of the Public Contracts Regulations 2015.
  7. TUPE (Transfer of Undertakings and Protection of Employment) Regulations
     1. The Council considers that it is unlikely that TUPE will apply.
     2. The Council has obtained information from the current Contractor that TUPE does not apply to the staff currently employed to undertake this provision, which is the subject of this Invitation to Tender.
     3. Tenderers are advised to seek independent professional advice and if, for any reason, Tenderers deem TUPE to apply all costs submitted must include TUPE cost implications.
  8. Words and Expressions
     1. Words defined in the Terms & Conditions shall have the same meaning in the Invitation to Tender, Form of Tender, Conditions of Tender, and the Specification.
  9. Further Information
     1. Please refer to the procurement website for further information and useful resources such as relevant corporate policies, procedures and standards:

<https://www.nottinghamcity.gov.uk/information-for-business/business-information-and-support/procurement/>

1. Tender Evaluation
   1. Checking and Evaluation of Tenders
      1. An initial examination will be made to establish the completeness of submitted tenders. The Authority reserves the right to disqualify any tender submission which is incomplete or has not been submitted in accordance with the Form of Tender provided within the tender pack.
      2. Responses to the supplier information questions will be checked for compliance, and further clarification sought for any outstanding queries. Tenderers not meeting the basic minimum standard required after clarification may be excluded from further consideration at the Authority's discretion.
      3. The Authority will evaluate the submissions to establish which it considers to be the most economically advantageous tender in accordance with the following award criteria in descending order of importance:
         1. Quality 40 %
         2. Price 60 %
   2. Selection Questionnaire (SQ)
      1. Tenderers are required to complete the standard selection questionnaire (SQ) as part of their tender response. These questions can be found in the format of an online form on the East Midlands Tenders Procurement portal. They cover your organisation's basic details and some questions will be used to assess your organisation's suitability to become a supplier to the Authority.
      2. The Public Contracts Regulations 2015 introduced a number of amended selection criteria. It is intended that all authorities use this questionnaire, this is designed to help suppliers as it will be consistent across the public sector. Further information and guidance about the SQ can be found on the www.gov.uk website.
      3. The SQ is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).
      4. A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. The declaration is part of the online SQ whereby a typed signature is acceptable.
      5. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria.
      6. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration). Where your proposal includes the use of sub-contractors, question 1.2 requests that you complete and submit the sub-contractor table which can be downloaded from the online form on the East Midlands Tenders website. You should answer questions in Part 3 on behalf of all organisations involved.
      7. The table below details what questions will be assessed as pass / fail and which are for information only.

|  |  |  |
| --- | --- | --- |
| **Section** | **Section Title** | **Requirements** |
| **Part 1: Questions (General Information)** | | |
| Section 1 | Your Information | For Information |
| Section 1 (continued) | Bidding Model | For Information |
| **Part 2: Exclusion Grounds** | | |
| Section 2 | Grounds for Mandatory Exclusion | Pass / Fail |
| Section 3 | Mandatory and discretionary grounds relating to the payment of taxes and social security contributions | Pass / Fail |
| Section 4 | Grounds for Discretionary Exclusion | Pass / Fail |
| **Part 3: Selection Questions** | | |
| Section 5 | Economic and Financial Standing | Pass / Fail |
| Section 6 | Technical and Professional Ability | Pass / Fail |
| Section 7 | Web Content Accessibility Guidelines (WCAG 2.1) | Pass / Fail |
| Data Protection |
| **Contact Details and Declaration** | | |
|  | Contact Details and Declaration | For Information |

* + 1. The questionnaire is presented as Yes or No responses; however should you feel that there are any that do not apply, please leave the 'Yes' or 'No' tick-boxes blank or state 'N/A' in the answer / supporting information box, and if necessary provide a brief explanation of why you feel the question is not applicable.
    2. The questionnaire is not scored and forms no part of the evaluation other than to gauge an organisation's basic suitability. Any organisation failing to satisfy the Authority of their suitability to undertake the contract will be removed from consideration. Some elements (such as potential conflicts of interest) may require you to provide additional information, and the Authority reserves the right to seek further clarification where appropriate.
    3. If any part of this assessment raises any queries / concerns, further information will be sought from your organisation. This information may take a number of different forms. If the tenderer can satisfy the Authority that it is viable and financially stable despite the assessment raising queries / concerns, they may be allowed to continue in the tender process.
    4. Additional guidance can be accessed when completing the SQ online by clicking the ‘Show more Information’ button in the top right hand corner of the screen.
    5. **Please do not provide any supporting information at this time unless specifically requested**; relevant details will be sought from the leading Tenderer(s) and checked for suitability prior to contract award.
    6. **Section 4 - Modern Slavery:** As part of section seven of the selection questionnaire evaluation process, **the tenderer warrants that it has thoroughly investigated its labour practices, and those of its direct suppliers, to ensure there is no slavery or forced labour used anywhere in the organisation or by any of the direct suppliers to the organisation. The tenderer must put in place all necessary processes, procedures, investigation and compliance systems to ensure that this situation will continue to be the case at all times from and after the fate of the contract.**
    7. **Section 5 - Economic and Financial Standing:** As part of section four of the selection questionnaire evaluation process, the Authority will check your organisation’s financial stability. An important part of the financial vetting process is to establish that the tenderer is viable and financially stable. Where appropriate the Authority uses an external credit agency to verify your organisation’s financial stability. When an external credit agency is not appropriate (i.e. organisations which are not limited companies, or when the credit agency does not recommend a sufficient contract limit, or provide confirmation of financial stability), the Authority will undertake a financial assessment of your organisation. This assessment involves reviewing a set of independently certified / audited financial accounts of your organisation, considering your organisation’s level of reported turnover in relation to the contract value, a liquidity test and a general review of the statements. This information may requested at Supplier Questionnaire stage.
    8. **Section 6 – Technical & Professional Ability:** Please provide details of up to three contracts that your organisation has already delivered, from either the public or private sector that are **relevant** to our requirements. Contracts for supplies or services should have been performed within the past three years. If you are unable to provide at least one relevant example, please provide an explanation for this in question 6.3.
    9. **Section 7 – Data Protection:** This contract contains a high element of personal data processing. As a result, tenderers must provide details of the technical and organisational facilities and measures (including systems and processes) that are in place, or will be in place by contract award to ensure compliance with the UK General Data Protection Regulation and to ensure the protection of the rights of data subjects. Your response should include, but not be limited to facilities and measures:
       1. a) the pseudonymisation and encryption of personal data
       2. To ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services;
       3. the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
       4. To comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data;
       5. To ensure sufficient legal  safeguards are in place to legitimise transfers of personal data outside the EU (if such transfers will take place);
       6. To maintain records of personal data processing activities; and
       7. To regularly test, assess and evaluate the effectiveness of the above measures.
    10. In addition, the tenderer must confirm if their organisation has been subject to any action from the ICO within the last 12 months, received any complaints from data subjects in respect of the treatment of their personal data in the last 12 months, and confirm if a Data Protection Officer has been appointed.
    11. **Section 7 – Real Living Wage:** Details of the Real Living Wage are available at <https://www.livingwage.org.uk/>. This information will be used for monitoring purposes only in relation to the City Council’s objectives of promoting staff development and welfare and payment of the Real living wage. The ‘real Living Wage’ is an hourly rate of pay set independently by the Living Wage Foundation, which may be paid voluntarily by employers. It is at a higher level than the government’s ‘national living wage’, which is the statutory minimum wage payable to all workers in the United Kingdom. The real Living Wage is calculated with the aim of ensuring all employees earn a wage that meets the costs of living, not just the government minimum. (Note this question is for information only and will not be considered as part of the selection process)
  1. Quality Assessment
     1. Tenderers are invited to submit a response to each of the questions included within the Quality Assessment Questions section in the Form of Tender provided within the tender pack.
     2. The Authority will assess Tenderers’ responses to each question against the criteria set out in the Quality Assessment Scoring Table below, and will award points up to the maximum shown against each heading:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **QU** | **Description** | **Importance Weight** | **Maximum Points** | **50%** |
| 1 | Content Creation | 10 | 50 |
| 2 | Concessions | 20 | 100 |
| 3 | Data Security for Customer Service Team | 10 | 50 |
| 4 | APIs | 10 | 50 |
| 5 | Mandatory requirements | - | Pass/Fail |
| 6 | Desirable requirements | 5 | 25 |
| 7 | System Availability and Reliability | 15 | 75 |
| 8 | Mobilisation, Testing and Go-live | 15 | 75 |
|  | **Total** |  | **425** | **50%** |
| 9 | Social Value | 10 | 50 | 10% |
| **Total** | | |  | **60%** |

|  |  |
| --- | --- |
| **Assessment Criteria** | **Score** |
| **Unacceptable:** either no answer is provided, or the answer fails to demonstrate that any of the key requirements in the area being measured will be delivered. | 0 |
| **Poor:** fails to demonstrate how the basic requirements in the area being measured will be addressed, giving rise to serious concerns that acceptable outcomes would be not delivered against the specification. | 1 |
| **Weak:** barely demonstrates how the basic requirements in the area being measured will be addressed, giving rise to concerns whether acceptable outcomes would be delivered against the specification. | 2 |
| **Satisfactory:** demonstrates how the basic requirements in the area being measured will be addressed so as to deliver acceptable outcomes against the specification. | 3 |
| **Good:** demonstrates how most of the requirements in the area being measured will be addressed so as to deliver good outcomes against the specification. | 4 |
| **Excellent:** demonstrates clearly how all of the requirements in the area being measured will be fully addressed so as to deliver excellent outcomes against the specification. | 5 |

* + 1. The weighted scores for each question will be added together to create a total score for the quality assessment section.
  1. Price Evaluation
     1. The pricing schedule covered by this contract is given in Section 2 of the Form of Tender, provided with the tender pack. The bidder is required to complete and submit the pricing schedule as part of their tender submission***.***
     2. The Authority is seeking a single fixed price. All responses must be submitted using current prices and rates which will fixed for 3-years of the contract.
     3. The lowest priced proposal will receive the maximum score available for pricing. All other proposals will be awarded a score in accordance with the following formula: score = (lowest bid received / bid price) x available score.
     4. Abnormally low or high bids may distort evaluation of tenders, and where the Authority considers a bid to fall into one of these categories the Tenderer will be required to explain the price or costs proposed in their bid in accordance with the guidelines laid out in regulation 69 of the Public Contracts Regulations 2015.
     5. Where a discrepancy exists between the sum of individual prices and the total proposed, Tenderers will be invited to either:
        1. Amend their prices, where this is in the favour of the Authority; or
        2. Withdraw their bid
  2. Clarification of Tender Responses
     1. Where it is considered by the evaluation team that the information or documentation submitted is or appears to be incomplete or erroneous, or where specific documents are missing, the Authority may request the Tenderer(s) concerned to submit, supplement, clarify, or complete the relevant information or documentation within an appropriate time limit.
     2. Wherever possible, any clarifications required relating to the response will be dealt with in writing via the portal. Please ensure someone from your organisation is able to answer any communication sent to you via the Procurement Portal.
     3. It may be considered that written clarification is not sufficient in some instances; the Authority thus reserves the right to invite Tenderers to attend a clarification interview in person.
  3. Calculating the total score
     1. The total weighted quality score and the pricing score will be added together to arrive at the overall score for the bid.
     2. Any award made to any organisation will be based on an accepted bid from the organisation submitting the highest overall scoring compliant bid which has satisfied the Authority's criteria in regard to the selection questions.
  4. Final Qualification Check
     1. Prior to being awarded a contract, if not already supplied or requested at the Supplier Questionnaire stage, the leading Tenderer will be asked to provide documentary evidence to substantiate their responses to the supplier information questions. At the very least, we will ensure that Tenderers meet the minimum standards established in respect of:
        1. Financial stability;
        2. Insurance policies & indemnity limits;
        3. Insert any due diligence or documentation to be provided as a result of tender/ call off

The Authority will also request evidence of any other element(s) covered by the selection questionnaire where this is deemed material to the subject matter of the contract. Should the leading Tenderer be unable to satisfy the Authority's requirements in this respect, their bid will be dismissed and the second placed Tenderer asked to provide their supporting evidence, continuing until the highest placed Tenderer able to satisfy the criteria will be awarded the contract.

1. Specification
   1. Summary
      1. Nottingham Public Transport operators, (Nottingham City Transport (NCT), The Tram (NET) and the LinkBus network currently operated by Community Transport for Nottingham (CT4N)) collectively known as ‘Nottingham Contactless’ group, offer contactless payment options for tickets including multi-operator contactless travel options, with a best fare on the day promise across all operators using a Contactless Debit/Credit card, Apple Pay or Google Pay rather than a dedicated transport card.
      2. This scheme is known as Nottingham Contactless and has its own public facing website showing scheme details, customer travel history and charges. Several supporting functions are also part of the website.
      3. The website has been in operation since 2019 with a subset of the functionality outlined in this document.
      4. The current tender is to provide a continuity of service with a new website that meets all updated requirements as outlined in this document.
   2. Project Overview

The project deliverables are:

1. A website with the functionality described.
2. Hosting of the website in a suitable environment as described.
3. A test or development site accessible for defined users where new or altered functionality can be tested before deployment to live systems.
   * 1. Recommendations for industry best practices and sustainability requirements are included, to ensure a maintainable product. The underlying technology for the website is to be decided by the tenderer, however the technologies used will need to comply with these best practices and meet the
     2. In some cases, there will be several different ways to achieve the desired result. Each tenderer is responsible for stating how they propose to achieve each required function or feature if they will use a special technique, or they propose to substitute an alternative for a stated requirement.
   1. Nottingham Contactless Website Functionality

Overview -

* + 1. The website provides a way for customers of any of the participating operators to view their travel history and charges for journeys paid for with their contactless payment card. It also allows them to raise a query relating to the travel, to raise a charging dispute and make a related refund request for specified journeys and apply for concessions.
    2. At some point in the future, when the technology and payment systems allow, the website will also need to display customer data as above at 4.1 where Apple Pay, or Google Pay has been used.
  1. Registration and Anonymous Access
     1. The website can be used by both registered users, and unregistered users.
     2. Registration is not mandatory to use the website to view travel history, however it is required for most other website activities, including raising a query or a dispute and applying for concessions (e.g. discounted fares).
     3. A customer can choose to register themselves on the website. The minimum information they need to provide is their name and email address. Additional details may be requested during registration but should not be mandatory.
     4. As well as allowing users to register themselves, the site should also allow users to maintain their own account, including the ability to:

1. Change their email.
2. Change their name.
3. Change other registration data, including their address and birth date.
4. Change their password.
5. Reset their password if they have forgotten it.
6. Delete their account and/or request deletion of their account
   * 1. Registered customers may receive special offers or marketing literature in future. These may come from the Nottingham Contactless entity or from any of the participating operators. On registration the customer must agree for GDPR purposes, to their data being used in this way, and this must be achieved with a clear opt-in option for customers.
     2. There must also be an easy way for Nottingham Contactless and individual participating operators to extract this data for marketing purposes. There must be an easy way to extract user contact data for system information or operational communications – as opposed to marketing. This should be exportable in formats like (but not limited to) MS Excel, csv, MS Word etc.
     3. The Registration page will include a link to the Nottingham Contactless Privacy Policy.
     4. When registering, customers must agree to the Nottingham Contactless Terms, and be provided with a link to the Terms.
   1. Travel History
      1. The travel history shown on the site relates to transactions and travel within the scheme.
      2. Travel history for the user is identified by the cards or devices linked to the account (for registered users), or by the card details or device id entered by anonymous users.
      3. Details of the travel will come from the INIT API integration, with the API responsible to provide journey and fare information pre-calculated for the requested user.
      4. The website will need to integrate with the Payment Service Provider NMI card platform to obtain various card token details so that the details can then be passed over the API to INIT in request for the travel history of the specific card. The integration method into the NMI platform is through their Hosted Page and in specific eKashu Payment Page. The link to the documentation is <https://www.nmi.com/app/uploads/2023/09/Version-AC-eKashu-Hosted-payment-page-Integration-Guide.pdf>. The link to the eKashu CSS template is <https://www.nmi.com/app/uploads/2023/03/Hosted-Payment_Page-CSS.zip>.
      5. As part of the integration with NMI, a Terminal ID (TID) will be required. INIT will assist in obtaining the TID which will then allow the website to connect via the eKashu Payment Page.
      6. INIT will assist where required on integration with NMI and provide NMI’s support details at the beginning of the project.
      7. The website will display the details of each journey or ticket purchase together with the fare charged, payment type and the point at which the fare capping was applied. Journey information will also include as a minimum date, time, operator, ticket type, service/route identification, boarding location, alighting location (where known). This information is all to be supplied by the INIT API.
      8. All trips will be displayed regardless of the operator.
      9. No journey data will be required to be stored by the website.
   2. Cards and Linked Payment Methods
      1. An anonymous user wanting to view their travel history can enter their bank card details and the site will use the first 6 and the last four digits of the card details to present all travel across operators using that card.
      2. Basic help should be provided for people to work out how to find the required details on their card.
      3. Registered users can avoid having to enter their card or device details each time they use the site by linking their card or device to their account. Links to payment service providers are handled by INIT. A process of tokenisation is used by the contactless system to ensure that only INIT hold the full card details.
      4. Linked cards and devices show in a list to the user with appropriate details (e.g. the last four digits of the card), and a friendly name entered by the user at the point of linking (e.g. “My Debit Card” or “My iPhone”). Selecting a linked card or device from the list takes the user to the travel history for that payment method.
      5. When a registered user views the travel history using a card or device for the first time, the system should ask the user if they want to link the card (providing a friendly name in the process). If the user does not want to link the card, they are still shown the travel history.
      6. Each registered customer can have more than one payment method, including multiple card numbers.
      7. Each card number or device can be linked to more than one account.
      8. No website functionality requires full payment card details to be stored by the site. The tenderer is required to ensure the site only stores and utilises the portion of the card or device details needed to integrate with the INIT API providing travel and charge history.
   3. Device IDs, and Linked Payment Methods
      1. If the user used a smart device, such as a phone or smart watch, to travel the travel is linked to a hidden Device ID for the device used.
      2. These Device IDs are not readily available for the device owner to access and enter into the site. The site should be built with the ability to accept these device details in the future, but for now it is understood that the inability to easily access these hidden Device IDs used for Apple Pay and Google Pay prevents the retrieval of travel history for travel performed using these devices.
      3. Detailed guidance should be provided on the restrictions of viewing travel history when smart devices have been used for travel. In the future it is hoped this can be replaced with guidance on how to find their Device ID for Apple Pay and Google Pay devices, if this becomes available to the user in the future.
   4. Children’s Cards and Other Concessions
      1. Any user using a card or device for travel will be charged at standard adult travel rates for the travel they undertake unless a concession is applied for and granted.
      2. The website must allow an area for registered users to validate a card on their account as a concession card.
      3. A registered user will be able to view the cards on their account and apply for a concession against one of their cards.
      4. Each card on an account will be able to have concessions applied separately to allow, for example, a family account where the parents use adult paying cards, but a child in the family has a concession added to their personal card.
      5. Where a concession rule is present, for example, age related concessions for under 19s or proof of Student eligibility, the site should utilise a trusted age verification or KYC process to digitally verify the concession before it is applied to the card.
      6. If the concession rule cannot be digitally validated the request should show as pending and a customer service query raised against the card for manual validation to take place.
      7. A concession class can be added to a card with an expiry date. This will be particularly useful when verifying for example an under-19 card, to ensure the concession terminates at midnight on the day before their appropriate birthday.
      8. Once a card has been manually or digitally validated for a concession, the site will inform INIT via an API of the concession class to associate with the card.
      9. Anonymous users cannot complete appropriate verification for concessions, so concessions will not be offered to anonymous users who have not registered on the site.
      10. Cards must have any concessions verified before travel, so that the website can inform the INIT system of the concession class in advance. Cards that have already been used for travel before they have concessions verified can have a concession class added (or removed), but the concession will only be applied to travel from the start of the next operational day and will not be retrospective. The site should communicate these rules clearly to the user to avoid unnecessary customer service queries.
      11. The exact list of concessions offered may change during the lifetime of the website. The site should allow for these occasional changes within the scope of the maintenance of the site.
   5. Customer Service Query
      1. When viewing the travel history, a registered user can select the journey (or journeys) and raise a customer service request relating to the selected travel. As well as selecting the appropriate journeys, the user is required to enter some text to clarify the nature of the query, and provide a preferred contact method, which will default to their registered email address. Functionality must be available for the customer to choose queries from a pre-defined drop-down menu, a free text version for queries outside of the described pre-defined scenarios should also be available.
      2. The system will provide administrator functionality to maintain the list of pre-defined queries.
      3. Users who are not registered still see the option against their travel to raise a customer service query, however when they initiate it, they will be told they need to register on the site to be able to raise the query this way.
      4. Requiring registration for site queries ensures the customer service team does not require the user to give their card details online or over the phone when raising their query.
      5. Customer queries are currently dealt with in a separate system administered by the NCT Customer Service Team.
   6. Refund Request
      1. A customer query may also include a request for a refund of all or part of the charge. A similar process to a general customer query will be followed with the addition of a check box and clear instructions to request a refund. Although we strongly recommend a customer registers before making a refund request, the system must handle unregistered customers requesting a refund.
      2. The customer service centre must have a way to view and change the status of refund requests separately from general customer service queries.
      3. Refunds will not be credited directly through the website however details of refund requests and the resulting refund will be stored by the website alongside the query.
      4. It must be possible for an administrator to view a history of refund requests and to search that list.
   7. Special Users
      1. In addition to anonymous and registered users, the site needs to support additional types of users:
7. Customer Service Team Members
8. Customer Service Team Administrators
9. Operator Customer Service and NCC Team Members
10. Access for these users must be controlled by way of specific log in and password and access must be able to be controlled by role (for example, read only, user, admin)
    1. Customer Service Team Members
       1. Customer Service Team Members will be able to use the site to search for travel history of anybody by card, device id, or email address (for any registered users), or by Transaction ID.
       2. Customer Service Team Members will also be able to view a list of all customer service queries, and work through that list, accessing users’ details and history in the process.
       3. Customer Service Team Members will be able to create new queries on behalf of customers.
       4. Customer Service Team Members will be able to close any open queries and update the query with details of any refund or other outcome that was completed.
       5. Customer Service Team Members will be able to view and extract a list of registered users along with their marketing preferences and contact details.
    2. Customer Service Team Administrators
       1. Customer Service Team Administrators will be able to undertake all the same tasks as a Customer Service Team Member.
       2. In addition, Customer Service Team Administrators will be able to add and remove Customer Service Team Members, Operator Customer Service Team Members, and other Customer Service Team Administrators.
    3. Operator Customer Service Team Members
       1. Operator Customer Service Team Members will be set up linked to a specific operator. They will be able to view a list of customer service queries that include travel on one of their services.
       2. These users will have read-only access to the queries, and primarily will use it on request of the Customer Service Team Members to help if operator specific assistance is required to close the claim.
       3. The operator will also be able to view closed claims that involved their travel, allowing them to spot trends or unusual behaviour in the history.
       4. Operator Customer Service Team Members will also be able to view and extract a list of registered users along with their marketing preferences and contact details.
    4. API

INIT API

* + 1. The INIT API will be the primary API consumed by the website and its services.
    2. This API will be used to request details of travel and charges that have taken place using the Nottingham Contactless scheme. It will also be responsible for accepting verified concessions classes to be set against a card.

**Card tokenisation**

* + 1. When card details are submitted to the INIT API they should use a tokenised card format to avoid submitting the full card details to and from the API.
    2. Details of the tokenisation algorithm or a library to generate a token will be provided by Init to convert a card’s details into a token.

**Travel history**

* + 1. There will be a single API endpoint that will include details for all operators using the scheme.
    2. The request will include:
* The tokenised card identifier
  + 1. The information returned by the INIT API will include:
* Journey date
* Journey start time
* Boarding location
* Alighting Location (where known)
* Journey value
* Fare Cap
* Operator
* Service used
* Last 4 digits of credit card or unique portion of a Device Id
* Blocked status of the card/device
* Unique transaction token

**Concessions**

* + 1. There will be a single API endpoint that will accept tokenised card details and a concessions card class to associate a concession with a card.
    2. The request will include:
* The tokenised card identifier
* The concession class – from a list of available concessions
* An expiry date for concessions that use date-based expiry, for example under 19 concessions.
  + 1. The information returned by the INIT API will include:
* Confirmation of success or failure of applying the concession class to the card.

**Further technical details**

* + 1. Full details for the INIT API are not included here, as technical documentation for those APIs are available from INIT, who may require an NDA with tenderers. The above outline is sufficient to give a high-level overview of the expected consumption of the API by the site and its services.
  1. Required/Mandatory Technical Requirements
     1. In addition to the functional and API requirements for the site, tenderers should be aware of the following mandatory and desirable technical requirements for the site.

## Responsive Design

The website, and where appropriate, app should be responsive to different screen sizes, including Desktop PCs, Laptops, Tablets, and Mobile devices.

Including:

1. All site functionality must be available on all sizes of device.
2. All site functionality should look appropriate at all device sizes.
3. All site functionality must be available to users of touch devices as well as users of pointer device (e.g. no hover-based popup functionality that can only be triggered by a mouse).

If an issue with compliance to the above responsive design requirements is discovered with the site or app within 12 months of launch, the tenderer will be expected to rectify the issue at no additional cost.

## Browser Support

The website must support all features the following browsers:

* Microsoft Edge Chromium (Desktop)
* Google Chrome (Desktop)
* Firefox (Desktop)
* Opera (Desktop)
* Safari (on Mac OSX)
* Safari (on iOS)
* Google Chrome (Android)

The website would benefit from support for the following browsers where possible:

* Microsoft Internet Explorer 11+
* Microsoft Edge EdgeHTML (Desktop)
* Firefox Mobile
* Opera Mobile
* Google Chrome (iOS)
* Windows Mobile

Tenderers must specify minimum version numbers for supported browsers as part of their tender.

If an issue with compliance to the above browser compatibility for requirements is discovered with the site or app within 12 months of launch, the tenderer will be expected to rectify the issue at no additional cost.

## Accessibility

The website and app should be accessible for all potential users. The website and app are expected to:

1. Meet level AA of the Web Content Accessibility Guidelines (WCAG 2.1) as a minimum standard.
2. Work on the most commonly used assistive technologies - including screen magnifiers, screen readers and speech recognition tools.
3. Include people with disabilities in user research.

If an issue with compliance to the above accessibility requirements is discovered with the site or app within 12 months of launch, the tenderer will be expected to rectify the issue at no additional cost.

## PCI Compliance

The site and app are expected to undergo an audit for PCI Compliance. All provided features of the site and app are to be built to ensure PCI compliance.

The site must also never store full card detail for any customer card in its own database, configuration, or other storage.

If an issue with PCI Compliance is discovered with the site or app within 12 months of launch, the tenderer will be expected to rectify the issue at no additional cost.

## HTTPS Security

The site must serve all its content for users over the security encrypted HTTPS protocol using valid SSL certificates.

## UK and EEA Data Storage

To comply with GDPR requirements of the operators involved in Nottingham Contactless, all data generated by the site must be stored and processed within the United Kingdom (UK) or European Economic Area (EEA).

With the UK no longer part of the European Union, it is strongly recommended that all data is stored within the United Kingdom.

## Data Encryption at Rest

As it will contain personal information, it is required that the database used by the website is configured to be encrypted while at rest using either file system level encryption, or database server level encryption.

## Penetration Testing

To ensure the site meets, and maintains, all security best practices and remains responsive to new threats and vulnerabilities, a penetration test by a specialist 3rd party must be undertaken at the conclusion of the project prior to go live.

Annually, on the anniversary of that penetration test, a new penetration test by a specialist 3rd party must be undertaken.

All issues and potential issues identified in the penetration tests must be rectified within a reasonable amount of time after identification, determined by the issues severity or potential risk.

* 1. Recommended/Desirable Technical Requirements

## Opensource License Restrictions

Many websites and apps include opensource components and libraries as part of their delivery.

To ensure clear ownership and licensing of the website and apps being created, we strongly recommend only the use of opensource licenses without copyleft provisions such as MIT, BSD, Apache License.

It is strongly recommended that no copyleft style opensource licenses such as GPLv2, or GPLv3, or AGPL are used in the runtime environment of the website or mobile apps. Libraries using library specific copyleft licenses LGPLv2 and GPLv2 licenses with a library exception clause are to be considered acceptable.

There is no need for any restriction in the use of copyleft licenses for tools used during development that are not used in the runtime environment and tenderers should be able to use any appropriate development tools they want that do not affect the runtime environment.

## 3rd Party Support Requirements

It is strongly recommended that any 3rd party libraries or technologies used in the creation of the site have a minimum written support period of 5 years at the time of project commencement.

This applies to both closed source and opensource libraries and technologies utilised in the development and delivery of the platform.

## Source Code and Escrow

It is strongly recommended that at the conclusion of the project a full copy of the source code is either provided to the Nottingham Contactless project team or placed in escrow by the tenderer.

The copy of the source code should include any appropriate licenses required to maintain the project deliverables in the event it is needed in the future.

* 1. Hosting
     1. The tenderer will be required to host the website and any related services.
     2. Hosting costs provided should include all hardware (or virtualised hardware), software license, data storage, bandwidth, and other required services used in the provision of the project deliverables.
     3. Hosting should be pro-actively monitored 24/7 and meet a 99.8% uptime requirement. This should be reported monthly and any unplanned service interruptions should have a root cause analysis attached to the monthly report.
     4. The tenderer should provide a fixed cost for hosting for the life of the contract.
  2. Performance

|  |  |
| --- | --- |
| **Performance Indicator** | **Measure** |
| Website access availability | 24/7/365 |
| Website uptime availability | 99.9% measured quarterly |
| Telephone support | 9:00 A.M. to 5:30 P.M. Monday – Friday |
| Email support | Monitored 9:00 A.M. to 5:30 P.M. Monday – Friday |
| Service requests or problems with the system will be responded to via the following parameters (assume all mention of hours means business hours): | |
| High priority | Respond within 4hrs |
| Medium priority | Respond within 24hrs |
| Low priority | Respond within 48hrs |

* + 1. Definitions:

**High**

● Critical security upgrades / patches / bug fixes

● Downtime investigation and resolution

● A major function of the hosting service/website is not operational for multiple

users

**Medium**

● A minor function of the hosting service / website is not operational for one or

more users (who can continue to use other hosting features)

● A user has questions about the hosting service/website functionality or needs

assistance in using the service.

● A user needs administrative service.

● Content addition/modification/deletion

**Low**

● Non-critical upgrades e.g. Non critical CMS upgrade

● Preparation for facilitating client penetration and other testing.

● Enhancement requests

● Implementing solutions to technology advances in browsers that may cause

disruption to site functionality

● The priority of any service related incident or request not defined in the above

table shall be subject to the agreement of the Service Provider and Client.

* + 1. Once an incident/request has been acknowledged there should either be a plan for

resolution (including timeframes) delivered to the customer within:

High Priority – 4 hrs

Medium Priority – 3 working days

Low Priority – 5 working Days

Or a resolution to the incident/request delivered within these time frames.

High Priority – 16 hrs (2 working days)

Medium Priority – 4 working days

Low Priority – 10 working Days

* 1. Supporting Processes – Customer Service
     1. Customer service for Nottingham Contactless is supplied as a central service by Nottingham City Transport (NCT).
     2. This central service handles all customer service queries generated by the website. This includes refund requests. They are also responsible for changing the status of these when dealt with. Rules for deciding when to close a query or refund request will be determined outside the scope of the website project.
     3. Direct queries not coming through the website will also be dealt with here, even though they will relate to travel being displayed on the website.
     4. The website will be used by the Customer Service Team as a communication tool to view a customer’s travel, and to share outcomes with the customer when a query is resolved. It will not be viewed as a customer service management tool, and a separate tool to manage the progress of queries is used as appropriate.
  2. Mobilisation
     1. The desired Go Live date for the new start is 1st September 2024. A schedule of how you would achieve that date, with main tasks, including testing provisions, should be submitted. This does not have to be a Gannt chart but does need to show clearly each task, timescale for completion and how you will ensure you achieve sign off from the project team to proceed at each stage.

1. IT Configuration Document
2. 1. Introduction
      1. During the procurement of ICT systems, it is essential to ensure that properly defined functional and non-functional requirements are included in the Invitation to Tender (ITT).   
         This document is designed to help with that process by stipulating the Nottingham City Council (NCC) architectural configuration that forms a bare-minimum set of infrastructure related needs, which all IT solutions must adhere to.
      2. The purpose here is to ensure that any design or procurement process is consistent with existing NCC architecture and system/service approaches and solutions. This document is not a substitute for the need for business Subject Matter Experts to define their objectives and requirements for a business problem/IT-related need. It should be used to aid the overall architectural discipline required when aspiring to a cohesive approach to IT solutions, as such the content should be used during the process to procure new or replacement ICT systems/services. In this respect it will form a section within any formal procurement exercise.
   2. ICT Configuration list
   3. 1. System Hosting

It is the Council’s strategy to substantially reduce the cost and complexity of its information systems, and thus the re-use of existing architectural components is encouraged; standardisation of approach is an imperative; consolidation an important aspiration. Where suitable, the procurement of commoditised services using a cloud-provisioning model will be considered on a case-by-case basis, where appropriate a fully managed service may also be considered.

* + 1. System Components

A distinction has been made between technology expected to support our core strategic systems (standard) and those for less critical non-core systems and there is a need to reduce the support burden of non-core systems over time. This may lead to new approaches for non-core services or applications (exceptions), similarly alternatives to core systems technology will be evaluated on a case-by-case basis.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **ID** | **Component** | | **Standard** | **Exceptions** | | | **Future Direction** | |
| **User Interface** | | | | | | | | |
| 2.2.1 | Authentication | Active Directory 2019 (On Prem)  Active Directory Federation Service v3.0 with Azure Multi-Factor Authentication Server | | | Active Directory | Active Directory Federation Service (latest version) with Azure Multi-Factor Authentication Server | | |
| 2.2.2 | Browser (NCC usage only) | Microsoft Edge | | | Internet Explorer v11 | Microsoft Edge | | |
| Browser (Public facing) | Must work with variety of major browsers including Internet Explorer, Edge, Google Chrome, Mozilla Firefox and Safari. | | |  | Must work with variety of major browsers including Internet Explorer, Edge, Google Chrome, Mozilla Firefox | | |
| 2.2.3 | Desktop OS | Windows 10 64Bit Current Branch for Business | | |  | Windows 10 64Bit Semi-Annual Channel | | |
| 2.2.4 | Desktop plug-in software | Microsoft .net framework (latest version)  Microsoft Silverlight (latest version)  Adobe Reader (latest version) | | |  | Commitment to remain on supported versions | | |
| 2.2.5 | Productivity | Microsoft Office Pro Plus 2016 32bit | | | Microsoft Office Pro Plus 2016 64bit | Microsoft Office Pro Plus 365 32bit | | |
| 2.2.6 | Smartphones | Android & iOS with Microsoft InTune | | |  | Android & iOS  Microsoft InTune for Mobile Device Control | | |
| 2.2.7 | Device encryption | Bitlocker | | | Bitlocker | Bitlocker | | |
|  | | | | | | | | |
| 2.2.8 | Desktop application virtualisation and deployment | Microsoft RDS 2019 with App-V for application virtualisation and deployment. | | |  | Microsoft RDS 2019 with App-V for application virtualisation and deployment | | |
| 2.2.9 | Desktop management | Microsoft SCCM Semi-Annual Channel | | |  | Microsoft SCCM Semi-Annual Channel | | |
| **Application Server Layer** | | | | | | | | |
| 2.2.10 | Web Server | | IIS 8.0 (basic install only)  Apache (vendor maintain/support only) | | IIS (basic install only)  Apache (vendor maintain/support only) | | | IIS 10 (basic install only)  Apache (vendor maintain/support only) |
| 2.2.11 | Operating System | | Windows 2019 | | Windows 2012 R2 | | | Windows 2022 |
| 2.2.12 | Web Based Systems | | Be secure (HTTPS and not HTTP) | |  | | | Be secure (HTTPS and not HTTP) |
| Must conform to WCAG 2.0 | |  | | | Must conform to WCAG 2.0 |
| Must be compatible to run behind a Web Application Firewall (WAF) | |  | | | Must be compatible to run behind a Web Application Firewall (WAF) |
| Should not require client software such as Java | |  | | | Should not require client software such as Java |
| Should contain Secure Restful API | |  | | | Should contain Secure Restful API |
| Conform to HTML 5.0 and TLS 1.2 | |  | | | Conform to HTML 5.0 and TLS 1.2 |
| **Database Server** | | | | | | | | |
| 2.2.13 | Database | | SQL 2016 upwards preferably 2017  Oracle 11 / 12 | SQL 2017 upwards preferably 2017 | | | Latest release | |
| 2.2.14 | Operating Systems | | Windows 2016  AIX 7.x | Windows 2012 R2 | | | Windows 2019  AIX 7.x | |
| **Storage** | | | | | | | | |
| 2.2.15 | Storage | | IBM v7000 SAN  Brocade FC connectivity |  | | | IBM v7000 SAN  Brocade FC connectivity | |
| **Service Continuity** | | | | | | | | |
| 2.2.16 | Operational Resilience | | Replicated storage over two sites for core business systems.  Network, ISP and Telephony are resilient across and Active/Active Dual DC | | | | Cloud based solutions may be increasingly considered | |

* 1. Environment Components

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| --- | --- | --- | --- |
| **ID** | **Component** | **Current Technology** | **Future** |
| 2.3.1 | Remote Access | Cisco AnyConnect VPN  F5 Portal/clientless VPN  Microsoft RDS | Cisco AnyConnect VPN  F5 Portal/clientless VPN  Microsoft RDS |
| 2.3.2 | Email | Exchange Online (O365) | Exchange online (O365) |
| 2.3.3 | Backups | Veritas Netbackup 8.0 | Veritas Netbackup 8.0 |
| Oracle RMAN 12.01.00.02 | Oracle RMAN |
| SQL Backup (Various) | SQL Server / Netbackup 8.1 |
| Solarwinds Config Manager | Solarwinds Config Manager |
| Cisco Prime | Cisco Prime |
|  |  |
| 2.3.4 | Virtualisation | Microsoft Hyper-V 2016 | Microsoft Hyper-V 2019  Azure PaaS Virtual Servers |
| 2.3.5 | Security Access Rights | The primary authentication mechanism is via Microsoft Active directory (2019)  Some third party applications need their own separated authentication and/or a hybrid of AD and non-AD.  In these circumstances we seek to utilise a single sign-on approach with AD Federated Services (ADFS) for the AD users or look to integrate the solution with our Application Delivery Controllers which is using F5’s Local Traffic Management and Access Policy Management (LTM/APM) features. | AD 2019 Federated Services.  Continue utilising F5 where suitable |
| 2.3.6 | Network | Nexus 7010 with Sup 1, 5020, 2248 fex  10Gb backbone | Nexus 9000 Application Centric Infrastructure (ACI) with 40Gb capability. |
| ASA 5500 series, Cisco Firepower, Juniper SRX | Cisco Firepower |
| WLC 5508s and 5520s | Catalyst 9800 Wireless Controllers |
| Catalyst 6500s, 3650s, 3750s, 3850s, 2960s | Catalyst 9200 & 9300 |
| ISR 2911s | Core ISR 4461s, sites ISR 1100s |
| Cisco Prime 3.0 | Cisco Prime 3.0 or latest version |
| Various UPSs at strategic sites only | Various UPSs at strategic sites only |
| Solarwinds Network NPM, NCM, NTA | Solarwinds Network Monitoring NPM, NCM, NTA |
| F5 Load Balancers | F5 Load balancers |
| 2 x 10Gb DC-DC connectivity.  10/100/1,000 WAN point-to-point links for large sites.  Hub and spoke topology with 5 cascade nodes.  FTTC/ADSL for small sites. | 2 x 10Gb HCS DC-DC connectivity.  MPLS WAN  50Mb – 1Gb site connections |
| 10/100/1000 Desktop speeds | 100/1000 Desktop speeds |
| 2.3.7 | Internet Service Provision | 2 x 1Gb MIA links terminating on Junipers on the outside. The DMZ has Cisco ASAs on the inside. | 2x 2Gb Gigabit links Dual DC DMZ with resilient Firepowers and routing. |
| 2.3.8 | Reporting | Solarwinds, Prime 3.0 | Solarwinds, Prime 3.0 |
| 2.3.9 | Telephony | CUCM 12 and Cisco Unity Connect  Tiger Prism  NetCall Orator  GSM Gateway  2800 MGCP gateways  Macfarlane Call Plus IVR  Macfarlane Contact+ IMR  ISDN 30s  SIP trunks  Cisco Jabber  4300s CUBEs | CUCM 12, Cisco Unity Connect and Microsoft Teams  Tiger Prism  NetCall Orator  GSM Gateway  4300s CUBEs  Macfarlane Contact+/Enghouse EICC Multichannel Contact Centre and Switchboard  SIP Trunks  Cisco Jabber |
| 2.3.10 | Content Management | Intranet - Umbraco |  |
| Internet - Umbraco |  |
| 2.3.11 | eForms | Firmstep |  |
| 2.3.12 | “Cloud” incl. PaaS, IaaS | Microsoft Azure | Microsoft Azure |
| 2.3.13 | Security | Must meet and remain within PSN compliancy | Must meet and remain within PSN compliancy |
| Must meet and remain within Cyber Essentials Plus compliancy | Must meet and remain within Cyber Essentials Plus compliancy |
| Anti-Virus - Kasperky | Anti-Virus - Kaspersky |
| Web-proxy - Smoothwall | Web-proxy - Smoothwall |

* 1. Information Management

This section defines the Information Management Considerations for the procurement of a new system.

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| --- | --- | --- |
| **Document and records Management** | | |
| 2.4.1 | EDRMS | Where information needs to be managed in line with records management principles it should be stored in an approved EDRMS throughout the records lifecycle from creation to disposal. NCC currently utilise Open Text RKYV (locally named ‘Castle’) as a legacy system which is to be decommissioned.  For further information, contact the Records Management Team (recordsmanagement@nottinghamcity.gov.uk) |
| **Data Quality** | | |
| 2.4.2 | Formatted | Where possible data entry fields should have validation where appropriate. |
| 2.4.3 | Addressing | Addresses held in systems must be in a BS7666:2006 compliance format. For further information contact the Address Management Team (address.management@nottinghamcity.gov.uk) |
| 2.4.4 | Retention and Disposal | Application should allow for automated disposal of records and associated documents at the end of the lifecycle in accordance with the UK GDPR and other legislation that dictates the length of time records are held. For further information, contact the Records Management Team Email recordsmanagement@nottinghamcity.gov.uk |

* 1. Information and Data Security

This section defines the Information and Data security requirements for the procurement of a new system.

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| --- | --- | --- |
| 2.5.1 | Security Requirements | Systems should be able to be securely installed and managed and maintained from an application server.and network perspective. |
| 2.5.2 | Access to data | Appropriate levels of security should be able to be applied to modules within the system to ensure that only individuals who have a business need to access records are able to do so. |
| 2.5.3 | Information Transfer | If the system needs to interface with other systems, any transfer of personal and/or sensitive personal information must be done over an encrypted secure link. |
| 2.5.4 | Backup, disaster recovery and business continuity | Where appropriate, the system must provide backup / restore and disaster recovery facilities |
| 2.5.5 | Audit | All systems should have an audit capability.  Where the system holds personal and/or sensitive personal information this should be done down to an individual level. |
| 2.5.6 | Business Intelligence | Microsoft BI Stack (SSIS/SSRS/SSAS) and Power BI On-Premises |

* 1. Microsoft Licensing

## NCC uses Microsoft productivity tools and server software. The Council’s ICT Strategy identifies the Microsoft product set as the preferred technology in these areas.

Microsoft products are licensed corporately for productivity and servers using Enterprise Subscription Agreement (ESA) and Server Cloud Enrolment (SCE) licences.

The Council’s ESA provides the basis for licensing on premises productivity tools and supports the project to migrate to Office‑365 services. Compatibility with this environment is required with new software applications. The core components of the ESA include:

* Client Access Licences (CAL)
* Microsoft Office
* Windows Enterprise
* SharePoint
* MS‑Visio
* MS‑Project

The Council’s SCE provides the basis for licensing servers and databases and includes:

* Core Infrastructure Suite (CIS)
* SQL Server
* Azure