

**Invitation to Tender**

**For the provision of**

**Music and Visual Tribute System for Wilford Hill Crematorium**

**Ref: CPU 6282**

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Invitation to Tender

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# Section 1: Introduction

## 1.1 Outline Scope of Requirements

1.1.1 Nottingham City Council (hereafter 'the Authority') is seeking tenders from sufficiently experienced and qualified contractors to establish a services contract to provide Music and Visual Tribute System for Wilford Hill Crematorium, Nottingham.

1.1.2 The Authority’s detailed requirements are defined in the Service Specification outlined in Section 4 of the Invitation to Tender Document.

1.1.3 The Primary Contact for the Authority will be Christine Duckworth, Crematorium Manager.

## 1.2 Contract Duration

1.2.1 The contract will be awarded to one supplier for an initial duration of 36-months with the option to extend for a further two periods of 12-months, at the Authority’s discretion.

## 1.3 Contract Value

1.3.1 The total contract value is estimated to be £50,000 per annum and approximately £250,000 over the total length of the contract, including the potential extension periods.

## 1.4 Procurement Timetable

|  |  |
| --- | --- |
| **Stage** (The dates provided may be subject to change) | **Date** |
| Invitation to Tender issue date | 09 July 2024 |
| Deadline for contractor clarification requests | 1 August 2024 |
| Site visits | 31 July and 5 August (between hours  09.00 – 16:00) |
| Invitation to Tender return date | 09 August 2024 |
| Contractor outcome notification by | w/c 9 September 2024 |
| Lead time | 5-8 weeks |
| Contract Start Date | 01 November 2024 |

## 1.5 Contract Terms & Conditions

1.5.1 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.

1.5.2 The successful Tenderer will be required to provide two signed copies of the contract following award.

1.5.3 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.

# Section 2: Conditions of Tender

## 2.1 General Requirements

2.1.1 Tenders are invited for the supply of services in accordance with the detailed requirements set out in the Specification.

2.1.2 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.

## 2.2 Preparation of Tender

2.2.1 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.

2.2.2 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.

2.2.3 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.

2.2.4 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 08 August 2024.** This will allow the Authority to prepare a response and to supply the information before the final date for receipt of tenders.

2.2.5 **Bidders are advised to visit Wilford Hill Crematorium (Southern Cemetery) before submitting a bid for this opportunity.** Please book a site visit via the e-tendering portal message board by confirming the following; preferred date and time of visit, name of attendees (maximum of 3 per visit), job role, email address, phone number. Any questions arising from the site visit must be submitted through the e-tendering portal as per the instructions provided in point 2.2.4 above.

2.2.6 Unless otherwise stipulated within the terms and conditions of the contract, Tenderers are responsible for the costs of preparing and submitting their tender response.

2.2.7 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.

2.2.8 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.

2.2.9 Responses to this Invitation to Tender, and any other associated communication must be submitted in English.

## 2.3 Responses to Invitation to Tender

2.3.1 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.

2.3.2 Your response shall consist of the following:

2.3.2.1 A completed Selection Questionnaire, available online on the East Midlands Tenders Procurement Portal.

2.3.2.2 A written response to the Quality Assessment section, contained within the Form of Tender.

2.3.2.3 A breakdown of costs in accordance with the Pricing Schedule, contained within the Form of Tender.

*2.3.2.4* The signed Collusive Tendering Certificate, Retrospective Rebate Declaration and Tender Declaration, contained within the Form of Tender.

2.3.3 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.

2.3.4 Where signatures are required, these must be provided by an appropriately authorised individual as follows:

2.3.4.1 Where the Tenderer is an individual, by that individual;

2.3.4.2 Where the Tenderer is a partnership, by two duly authorised partners;

2.3.4.3 Where the Tenderer is a limited company, by a director duly authorised for such purposes.

2.3.5 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.

2.3.6 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.

2.3.7 If a Tenderer fails to provide fully for the requirements of the Specification in the Tender they must either:

2.3.7.1 Absorb the costs of meeting the full requirements of the specification within their tendered price; or

2.3.7.2 Withdraw their bid.

2.3.8 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.

## 2.4 Submission of Tenders

2.4.1 All tenders and any associated documents must be submitted via the Authority’s etendering portal, located at [www.eastmidstenders.org.](http://www.eastmidstenders.org/)

2.4.2 If you experience any problems accessing EastMidsTenders please contact the Helpdesk on Tel: +44 330 005 0352 or Email: procontractsuppliers@proactis.com

2.4.3 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.

2.4.4 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.

2.4.5 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.

## 2.5 Consideration of Tender

2.5.1 The Authority reserves the right not to award the Contract.

2.5.2 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.

2.5.3 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.

## 2.6 Non-Consideration of Tender

2.6.1 The Authority may, at its absolute discretion, refrain from considering any Tender where:

2.6.1.1 It is not in accordance with the Form of Tender and/ or terms and conditions provided within the tender pack;

2.6.1.2 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;

2.6.1.3 Any part of the submission is incomplete, or the Tenderer does not provide all the information required by the Authority.

2.6.1.4 The Tenderer submits supplementary documents; except where supplementary documents are expressly invited or permitted.

## 2.7 Rejection of Tender

2.7.1 The Authority may reject any tender in any of the following circumstances where the Tenderer:

2.7.1.1 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

2.7.1.2 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

2.7.1.3 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

2.7.1.4 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;

2.7.1.5 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.

**2.8 Tenderer’s Warranties**

2.8.1 In submitting a Tender the Tenderer warrants and represents that:

2.8.1.1 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;

2.8.1.2 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;

2.8.1.3 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;

2.8.1.4 It has full power and Authority to enter into the Contract and will if requested produce evidence of such to the Authority;

2.8.1.5 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.

2.8.2 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:

2.8.2.1 Employer's Liability: £5,000,000

2.8.2.2 Public Liability: £5,000,000

2.8.2.3 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.

## 2.9 Data Protection

2.9.1 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.

2.9.2 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.

2.9.3 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.

## 2.10 Confidentiality

2.10.1 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.

2.10.2 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.

2.10.3 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.

## 2.11 Freedom of Information

2.11.1 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.

2.11.2 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.

2.11.3 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.

2.11.4 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.

## 2.12 Intellectual Property

2.12.1 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.

2.12.2 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.

2.12.3 Except as provided above, both parties retain ownership of their pre-existing intellectual property rights protected material.

## 2.13 Sub-contracting

2.13.1 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.

## 2.14 Consortium Bids

2.14.1 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.

2.14.2 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.

2.14.3 Consortia may take one of two forms, depending on the agreement between the constituent organisations:

2.14.3.1 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.

2.14.3.2 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.

2.14.4 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.

2.14.5 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.

2.14.6 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.

### 2.15 TUPE (Transfer of Undertakings and Protection of Employment) Regulations

2.15.1 The Council considers that it is unlikely that TUPE will apply.

2.15.2 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.

2.15.3 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.

## 2.16 Words and Expressions

2.16.1 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.

## 2.17 Further Information

2.17.1 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-andsupport/procurement/](https://www.nottinghamcity.gov.uk/information-for-business/business-information-and-support/procurement/)

|  |  |
| --- | --- |
|  | **Section 3: Tender Evaluation** |
| **3.1** | **Checking and Evaluation of Tenders** |
| 3.1.1 | 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. |
| 3.1.2 | 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. |
| 3.1.3 | 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 60 % 2. Price 40 % |
| **3.2** | **Selection Questionnaire (SQ)** |
| 3.2.1 | 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. |
| 3.2.2 | 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. |
| 3.2.3 | 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). |
| 3.2.4 | 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. |
| 3.2.5 | 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. |
| 3.2.6 | 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 selfdeclarations. 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.

3.2.7 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 | Additional Questions including Project Specific Questions | Pass / Fail |
| **Contact Details and Declaration** | |  |
|  | Contact Details and Declaration | For Information |

3.2.8 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.

3.2.9 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.

3.2.10 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.

3.2.11 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.

3.2.12 **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.

3.2.13 **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.

3.2.14 **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.

3.2.15 **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.

3.2.16 **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.

3.2.17 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.

3.2.18 **Section 7 – Real Living Wage:** Details of the Real Living Wage are available at [https://www.livingwage.org.uk/.](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)

## 3.3 Quality Assessment

3.3.1 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.

3.3.2 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** | **Weight %** | **Maximum**  **Points** |
| 1 | Please describe your process for dealing with a  Crematorium that has 2 chapels and short notice service changes.    For example, if there was a last-minute change of plan, and the two chapels needed to be swapped over quickly before the funerals arrived, what options do you have available for changing music, tributes and webcasting? | 5 | 25 |
| 2 | What processes are in place regarding visual tributes to guarantee that the correct tribute is uploaded to the correct schedule avoiding the possibility of the wrong photos being displayed at the wrong service? | 5 | 25 |
| 3 | We would expect the provider to accept/allow changes to be made to a visual tribute up until 5pm the day before a funeral. Please detail how you would accept and deal with this process. In addition, please advise when a webcast be ordered up until? | 5 | 25 |
| 4 | Should there be a serious breakdown in hardware, what are your emergency call out procedures for arranging | 5 | 25 |
|  | this to be replaced and what assurances can you give that funerals will not be impacted.    Please describe what equipment guarantee arrangements would be provided for. |  |  |
| 5 | Describe the contract management process around regular contact and meetings with your customers and is there a named account manager to enable any feedback? | 5 | 25 |
| 6 | Describe how you will facilitate annual maintenance and inspection visits to the Crematorium, whilst minimising service impact. | 5 | 25 |
| 7 | What are your Customer Service arrangements for Crematoria, Funeral Directors and the public? | 5 | 25 |
| 8 | Do you have an image library of holding images for the tribute screens should families not wish to have their own visual tributes and if available please clarify how many this contains? | 5 | 25 |
| 9 | Please describe how music and media is downloaded to site. Describe how all services including music and media will be transferred over without omissions, including provision of connectivity via broadband or WIFI connections. | 5 | 25 |
| 10 | Do you offer different packages or upgrades for the software? If yes, what options are there? | 5 | 25 |
| 11 | What provision do you have for evening and weekend technical support? | 5 | 25 |
| 12 | Describe how you would address feedback from Funeral Directors and the bereaved who have complaints, compliments and/or queries about provisions offered by the Crematorium. | 5 | 25 |
| 13 | As a service provider, please describe how you would support service users through the theme of social value. What benefits can you bring to the contract to support those users of this service or wider citizens? | 5 | 25 |
|  | **Total** |  | 325 |
|  |  |  | 60% |

3.3.3 Each question will be assigned a score according to the following criteria. Failure to achieve a rating of satisfactory (i.e. a minimum unweighted score of 3 or above) in any one or more categories may result in the bid being disqualified at the Authority’s discretion:

|  |  |
| --- | --- |
| **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 |

3.3.4 The weighted scores for each question will be added together to create a total score for the quality assessment section.

## 3.4 Price Evaluation

3.4.1 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***.***

3.4.2 The Authority is seeking a single fixed price for the provision of Music & Visual tributes Services. All responses must be submitted using current prices and rates which will fixed for 3-years of the contract.

3.4.3 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.

3.4.4 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.

3.4.5 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

## 3.5 Clarification of Tender Responses

3.5.1 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.

3.5.2 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.

3.5.3 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.

3.5.4 The Council may invite up to the top three highest scoring tenderers to attend a provider presentation. The purpose of this stage would be to explore the validity of the evaluation carried out for the invitation to tender, but also to confirm your organisations understanding of the tender proposals, and where appropriate to probe issues in greater depth. No new criteria or weightings will be introduced. Moreover, no separate marks are ‘reserved’ for award at this stage. Instead, the evaluation panel will use the meeting as a basis to:

1. Meet key members of the team assigned to deliver the services (if successful)
2. Verify the scores tenderers were awarded in response to the tender and,
3. Moderate the scores for quality assessment questions (if written responses differ from the information evidence during the validation meeting). This means that scores could be increased or decreased, depending upon the content of each tenderers response.

## 3.6 Calculating the total score

3.6.1 The total weighted quality score and the pricing score will be added together to arrive at the overall score for the bid.

3.6.2 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.

## 3.7 Final Qualification Check

3.7.1 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. Accreditations

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.

# Section 4: Specification

## 4.1 Background information

4.1.1 Nottingham City Council is responsible for providing a wide range of local services in Nottingham including housing, planning, economic development, estate management, public health, refuse collection and leisure facilities including parks and sports centres.

4.1.2 As a city, Nottingham has a population of 323,700 and has a central location in the East Midlands with good access to the M1 motorway.

4.1.3 The Vision Statement for Nottingham City Council is: ‘We want Nottingham to be a city where people feel safe to live and work, that is an exciting and welcoming place to play, study and visit; a city that is clean and environmentally sustainable, where we are ambitious for Nottingham people and businesses, and a city that is creative and culturally vibrant, where local people are proud of their city, their neighbourhood and their local community.’

4.1.4 Wilford Hill Crematorium is situated in West Bridgford, just outside Nottingham City Centre and the has been serving the local community since 1931. The Crematorium is a traditional built building with 2 Chapels, the Main and the West. Both Chapels have beautiful stainedglass windows and other original features. Seated, the Main Chapel has capacity for up to 80 people and the West 55. Both Chapels have space for people to stand and there are overflow areas also for additional mourners.

4.1.5 Wilford Hill Crematorium facilities are suitable for religious funerals of many faiths and denominations, as well as non-religious funerals and celebrations of life.

4.1.6 Both Chapels currently has a music and visual tribute system in place with speakers installed, website cameras in situ, as well as TV screens for visual tributes which are mounted to the Chapel walls.

4.1.7 Chapel services are booked on the hour slot with the funeral having a maximum of 40 minutes for the service, leaving 20 minutes for the entrance and exit of mourners as well as allowing staff to prepare the Chapel for the next funeral. We also accommodate Direct Cremation, Committal Services, Attended Direct Services as well as Witness Charge Services. Additional slots can also be booked in advance for families wanting longer time in Chapels.

4.1.8 Between the periods of 1st July – 31st October 2023 the below table shows the approximate number of services that the Crematorium used the following services:

|  |  |
| --- | --- |
| **Description** | **1st July – 31st October 2023** |
| Webcast | 78 |
| Tribute | 230 |

### 4.2 Objectives and requirements of a new contract

4.2.1 Wilford Hill Crematorium is seeking a contractor that can provide a solution to play music and visual tributes and enables a remote webcasting and recording service to be delivered to members of the public who are unable to attend in person.

4.2.2 The solution must be PC based and can be controlled via a keyboard, mouse, handheld remotes and a monitor. In the Main Chapel, services run from 9am – 4pm and in the West Chapel, services run from 8.30am – 3.30pm. Both Chapels are open Monday to Friday with Saturday services booked on an ad hoc basis. The Crematorium is open 52 weeks a year, excluding Bank Holiday’s.

4.2.3 The Authority currently supplies the internet access to the current system on a BT SOGEA, but its responsibility (ICT Services) stops at the connection where it is then run off a standalone PC supplied by the contractor.

4.2.4 This contract is to provide:

* Music System
* Webcast hardware and software
* Media Slideshow
* Media Tributes
* Media Keepsakes
* Photographs Displayed
* Service Recording
* Hardware as necessary
* Music licences via PPL PRS

4.2.5 As a minimum, this contract must provide the following to deliver the service to the community and the following is to be included in the standard annual subscription charges:

* A library of music that includes all songs currently available at Wilford Hill Crematorium
* Further unlimited music download requests to be included in the annual service charge
* Easily searchable system
* Ability to display media including tribute photographs, recorded video, and slideshows

4.2.6 The solution provided must be compatible with the following equipment.

* The speaker system in the Chapels, Waiting rooms, Overflow Areas and outside
* Amplifiers and mixers in the Chapel
* 3 X 50” TV Tribute Screens – there are 2 in the Main Chapel and 1 in the West Chapel
* CD Player compatible with sound system
* Monitoring System for Music Room including sound relay and visual
* Volume controls for all speakers and the microphones located in Chapels, Waiting Rooms and Overflow Areas.
* HD webcasting and Webcam
* Control Monitors in each Chapel and Duplicate screens in Music Room

4.2.7 In addition to the above the Crematorium requires the provision of the following equipment

* Additional speaker and sound system used as a backup in the event of a major system failure.
* Upgraded webcasting camera system for both chapels • 5 X additional TV screens 65” screens
* Additional speaker for the West Chapel waiting room
* Provision of Lyrics display system
* Latest software available on the market for this provision

4.2.8 The Crematorium requires the contractor to use the existing equipment wherever possible. This is due to avoiding any unnecessary additional spend for the crematorium and wastage due to recycling of the equipment.

4.2.9 However, the Crematorium does identify that some of the following equipment may need to be replaced due to the compatibility of the solution.

4.2.10 The Crematorium shall require the ongoing updating and replacement of equipment during the lifetime of the contract as necessary. This will be the responsibly of the contractor to provide this equipment. Please note that these costs will NOT form part of the overall weighting of this project

4.2.11 List of current equipment with the make and model that is housed at Wilford Hill Crematorium is within the table below.

4.2.12 Please note that the equipment that is to be provided as per this contract will have to be this minimum specification to the current provision.

4.2.13 The Authority will expect the contractor to remove and dispose of any equipment in line with WEEE Regulations when replaced with new.

|  |  |  |  |
| --- | --- | --- | --- |
| **Equipment Type** | **Equipment Model** | **Manufacturer** | **Chapel** |
| Containment rack | 24u wooden Rack | Canford | Main |
| Obitus Media player | Maestro | Obitus | Main |
| Encoder | Encoder | Obitus | Main |
| Audio Embdeder | Blackmagic Design Audio > SDI | Blackmagic Design | Main |
| SDI converter | Blackmagic Design SDI-HDMI Microconverter 3G | Blackmagic Design | Main |
| Audio Processor | Blu-102 | BSS | Main |
| CD player | AD-400 | Adastra | Main |
| Network switch | GS206 | Netgear | Main |
| Amplifier | XLI2500 | Crown | Main |
| Amplifier | XLI800 | Crown | Main |
| Amplifier | XLI800 | Crown | Main |
| UPS | smart ups-500 | APC | Main |
| Audio controller | EC-8 | BSS | Main |
| Computer monitor | HP225 monitor | Hannspree | Main |

|  |  |  |  |
| --- | --- | --- | --- |
| PoE injector | PoE Injector | Tplink | Main |
| Power distribution | M-10x E | Furman | Main |
| Subwoofer | sx112 | Martin | Main |
| Speaker | CDD6 | Martin | Main |
| speaker | CDD6 | Martin | Main |
| Speaker | CDD5 | Martin | Main |
| Speaker | CDD5 | Martin | Main |
| Outdoor Speaker | CDD5 WR Black | Martin | Main |
| Containment Rack | 16U metal rack | Penn Elcom | West |
| Audio processor | blu-100 | BSS | West |
| CD player | AD-400 CD player | Adastra | West |
| Obitus media player | Maestro | Obitus | West |
| Encoder | Encoder | Obitus | West |
| Amplifier | XLI2500 | Crown | West |
| Amplifier | XLI800 | Crown | West |
| UPS | smart ups-500 | APC | West |
| Power Distribution | M-10x E | Furman | West |
| Monitor screen | HP225 monitor | Hannspree | West |
| Audio Embedder | Blackmagic Design Audio > SDI | Blackmagic Design | West |
| SDI converter | Blackmagic Design SDI-HDMI Microconverter 3G | Blackmagic Design | West |
| Audio Controller | EC-8 | BSS | West |
| 8 Port Gigabit  Switch | TP Link 8 Port Gigabit Switch | TP Link | West |
| Gigabit VPN Router | ER605 | TP Link | West |
| Control PC | Pi 2 | Raspberry Pi | West |
| Speaker | CDD6 | Martin | West |
| Speaker | CDD6 | Martin | West |
| Speaker | CDD5 | Martin | West |

|  |  |  |
| --- | --- | --- |
| Item | Owned By | Status/Age |
| Speaker System | Nottingham City Council | This would stay in situ – couple of years old |
| Amplifiers & Mixers in Chapel | Nottingham City Council | This would stay in situ – couple of years old |
| 3 x 50” TV Tribute Screens | Nottingham City Council | TVs are in need of an upgrade but these 3 screens will still stay on site and be moved to a different location within the Crematorium |
| CD Player compatible with sound system | Nottingham City Council | This would stay in situ – couple of years old |
| Duplicate Monitoring System for Music Room including sound relay and visual | Nottingham City Council | This would stay in situ – couple of years old |
| Volume controls for all speakers and the microphones located in Chapels, Waiting Rooms and Overflow Areas. | Nottingham City Council | This would stay in situ – couple of years old |
| HD webcasting and  Webcam | Nottingham City Council | Webcast camera’s for both Chapels require an upgrade |

4.2.14 The Authority would like the successful tenderer to be able to demonstrate options and plans to evolve their services in future years to include virtual memorial service, innovation and different uses of technology.

4.2.15 The Authority is reviewing the possibility of having Music and Visual Tribute system at its Northern Cemetery Chapel and therefore, options to provide this may be required as part of this contract in the future.

## 4.3 Buyers and Suppliers Responsibilities

4.3.1 It is the responsibility of the buyer to provide internet connection from the BT SOGEA.

4.3.2 It is the responsibility of the supplier to undertake patch testing, updates and provide the necessary anti-virus protection.

4.3.3 It is the responsibility of the Authority to look after the BT Broadband and any issues will be raised with the in-house ICT Services Team.

4.3.4 The Authority will make available on request any static IP addresses required.

## 4.4 Performance indicators, on-going support and resolution

4.4.1 The Crematorium requires Technical Support between the hours of 8.00am until 5.00pm Monday to Friday.

4.4.2 The Crematorium requires a resolution on all issues remotely within 1 hour of contact that might have a detrimental effect on funeral services.

4.4.3 Where issues cannot be resolved remotely, and they have a detrimental effect on funeral services, a visit from a Service Engineer will be required to resolve by close of play on the same working day.

4.4.4 Any webcast failures are required to be resolved within 1 hour. The Crematorium will be notified by the supplier should webcasts not start to broadcast within 5 minutes of the service start time.

4.4.5 All technical faults related to equipment shall not interrupt the service

4.4.6 All technical faults related to connectivity shall be resolved on the same day

4.4.7 All equipment provided by the contractor shall have a guarantee in place for the duration of the contract to enable hardware replacement at no additional cost to the Council.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No. | Key Performance  Indicator Title | Definition | Frequency of  Measurement | Severity Levels | Service  Points |
| *1* | *Service Availability* | *The service is available for 99.8% of the time.* | *Monthly* | Target  Performance Level: 99%  Minor KPI Failure:  98.0% -  98.9%  Serious KPI Failure:  97.0% -  97.9%  Severe KPI Failure:  96.0% -  96.9%  KPI Service Threshold: below 96% | *0*    *1*    *2*    *3*    *4* |

### 4.5 Contract management

4.5.1 Quarterly review meetings to be held between the contractors appointed contract manager and the NCC contract manager. This will be monitored and reviewed and is subject to change during the term of the contract.

4.5.2 Annual service and maintenance

* One annual technical service, maintenance, and inspection visit.
* Replacement of any equipment in situ when necessary to the same or better standard within 24 hours of breakdown

### 4.6 Training

4.6.1 As part of this contract the contractor will have to provide full training to the staff both within the Crematorium and the office as well as with the Funeral Directors and any Clergy/Celebrants as and when needed. Ongoing training will be required on this basis also as part of the contract.

### 4.7 Implementation

4.7.1 The Authority will require a lead time of approximately 5-8 weeks to enable the correct working arrangements for the contractor and live testing to take place.

# Section 5: Social Value & Nottingham Business Charter

## 5.1 Social Value & Nottingham Business Charter

* The principles and policies of the Nottingham Business Charter will be a mandatory condition of contracts with the Authority above the following thresholds:

* Individual contracts over £1,000,000 for services and works **o** Individual contracts over £1,000,000 per annum for goods

* Other organisations seeking to work with the Authority but who are not currently contracted are also encouraged to sign up to the Nottingham Business Charter and commit to its principles in their work.

* Organisations signing up to the Business Charter (whether on a mandatory or voluntary basis) will be offered the services of Nottingham Jobs who work with employers to design a bespoke package of support in order to provide a job ready local workforce. For further information about Nottingham Jobs or to sign up to the Nottingham Business Charter, please see **Nottingham Jobs Hub** below.

## 5.2 Retrospective Rebate

o Under the strategic theme of ‘supporting the local economy’, the Procurement Strategy sets out that one of the actions to be taken through procurement to achieve the Authority’s economic objectives is ‘Continuing to provide a revenue stream for our employment support activity through a 1% levy charged on eligible contracts’. Eligible contracts are those with an **anticipated** value of £200,000 or greater.

## 5.3 Business Charter Principles

* The Nottingham Business Charter is a way of doing business in the city to promote and support sustainable growth, social and environmental wellbeing.
* Signatories to the Charter will become part of a network of organisations that can do business together, whilst supporting the Charter principles to promote economic prosperity and social environmental wellbeing.

* The Charter also provides a way to create more employment and training opportunities for Nottingham city residents. With Nottingham Jobs we will help employers to find the right people for their business. This free service helps employers to employ the right people with the right skills.

* The Charter identifies the actions and activities that Nottingham City Council, our contracted suppliers and partner organisations will deliver to bring about economic growth and prosperity and help transform Nottingham from a good to a great city.

* Charter Principles:
  + Support the growth of the local economy
  + Be environmentally responsible
  + Be a good employer
  + Be fair and transparent o Charter Signatories will:
  + Take an active part in improving the economic, social and environmental
  + well-being of Nottingham
  + Promote the Charter within their own supply chain and encourage their suppliers to adopt the principles of the Charter
  + Commit to the principles of the Charter and implement these principles at the earliest opportunity

o The principles and policies of the Charter will be mandatory condition for businesses contracting with the Authority above the following thresholds:

* Individual contracts over £1,000,000 for services and works o Individual contracts over £1,000,000 per annum for goods

### 5.3.1 Business Charter Principles - Support the growth of the local economy

* Where possible Charter signatories will:

• Use the free Nottingham Jobs service to offer employment and training opportunities for local people when creating o Apprenticeships and/or traineeships o General entry-level employment opportunities

* Work experience placements
* Internships and graduate placements

* ‘Buy Nottingham First’ – purchase from a local business

* Undertake school visits to support learning and careers events

* Provide in-kind support for Employment and Skills programmes

* Seek opportunities to work with schools to help to ensure that the young people of Nottingham are equipped with the right skills to match the present and future requirements of the labour market

* Commit to create employment and training opportunities for local residents, including people with disabilities and support people into work experience placements

* Encourage suppliers to endorse the principle of ‘Buy Nottingham First’ throughout their supply chains

* Support the local economy and create jobs and apprenticeships by adopting procurement strategies that remove barriers to local businesses

* Support the local economy by choosing suppliers close to the point of service delivery

### 5.3.2 Business Charter Principles – Be Environmentally Responsible

Charter signatories will commit to contribute to a sustainable future by:

* Pledge support for the city’s carbon neutral 2028 target and report annual carbon emissions

* Maximise energy and water efficiency through behaviour change, improving processes and installing clean technologies

* Support the energy transition; use ‘green’ tariffs, install on site renewable generation or switch to low carbon heating i.e. electric heat pumps

* Raise and record awareness of environmental issues and embed environmental management into corporate objectives

* Work to eliminate waste by pushing the “reduce, reuse, recycle, recover” hierarchy

* Invest in an organisational sustainable transport plan for commuting, grey fleet activity and business related fleet transport; encourage walking and cycling

* Enhance local biodiversity by creating, maintaining and protecting green spaces

* Reduce supply chain impacts by procuring local and/or use sustainable suppliers

* Minimise and monitor all forms of pollution to land, air, water and noise

### 5.3.3 Business Charter Principles – Be a Good Employer

* Charter signatories will support staff development and welfare and commit to paying the living wage or have a clear plan for moving to paying the living wage

* Signatories will provide a safe and hygienic working environment and not discriminate in terms of recruitment, compensation, access to training, promotion or termination of employment on any grounds

* We also ask Charter signatories not to use zero hour contracts, but instead utilise contracts that allow for suitable flexibility for both employer and employee

### 5.3.4 Business Charter Principles - Be Fair and Transparent

Charter signatories will operate in a fair and transparent way and will:

* Work to the highest standards of business integrity and ethical conduct
* Work in an inclusive way and actively promote equality and diversity
* Ensure the well-being and protection of workforces, supported by policies
* Adopt best practice when procuring goods and services

## 5.4 Support Services

* **Nottingham City Council and its partners offer several support services that** can assist contractors in meeting their social value objectives and these are detailed below. These services provide a number of functions, which will be highly beneficial in terms of the delivery and monitoring of social value objectives by the contractor as they seek to meet the aims of the Business Charter.
* **Nottingham Jobs Hub**

The Nottingham Jobs Hub offers a free of charge and confidential recruitment service to Council contractors and other local employers

If your business is operating in the Nottingham area we can save you time, money and effort. As part of our services we are able to provide employment advice, details on financial grants such as the **Nottingham Jobs Fund** that you may be entitled to and support with recruitment.

**How will the Jobs Hub support your company?**

You will be assigned a dedicated Account Manager who will work with you to help identify your business needs and design a bespoke package of support, which could include:

* Advertising your jobs on our website with a database of over 2,000 users
* Promoting your vacancies at Jobs Fairs and Community Events
* Access to financial support that could reduce the risk of taking on new staff
* Pre-screening of candidates
* Providing interview and testing facilities at locations across Nottingham
* Organising recruitment events tailored to your processes and needs
* Connecting you to appropriate training providers to up-skill your workforce
* Provide specialist advice on employing an apprentice
* Connect you to other key partners and services who can provide business development support and funding

To find out more please visit [www.nottinghamjobs.com,](http://www.nottinghamjobs.com/) email info@nottinghamjobs.com or contact the Nottingham Jobs Hub team on 0115 876 4508 to learn more about the services and grant funding on offer.

### ❖ D2N2 Growth Hub

The D2N2 Growth Hub aims to help your business by facilitating better market opportunities for businesses in Derby, Derbyshire, Nottingham and Nottinghamshire.

For many businesses there are difficulties in finding a good contractor, a better deal, or even to decide what their strategy should be and what assistance might help them to realise their potential!

The overarching aim of the D2N2 Growth Hub is to improve the ability of businesses in the D2N2 area to value and engage appropriately with business service providers (be they public or private), and to help business service providers to improve their offer.

Government studies have pointed to the impact that poor use and management of business services has on the economy, as those who use services well are more likely to survive, compete, and grow.

Businesses that use business services well are more likely to make better investments in the right things at the right time, and realise consequent benefits in terms of sustainable competitiveness, profitability and growth. However, many challenges hinder the process, particularly (but not exclusively) for smaller businesses and start-ups. These include the ability to find and manage the right service-providers, and to afford the services offered.

A great host of services are on offer from the public, private and third sector, but businesses may struggle to find their way in this market and make it work for them. In summary, many businesses don’t know what they don’t know, and don’t recognise or, more importantly, value the opportunities and services on offer.

Good services are available, and initiatives already abound to help improve access to them. Overall, however, there still remains great complexity and uncertainty that creates a great barrier to change for many businesses – holding back both users and providers of business services.

The launch of Growth Hubs is an important step in the evolving business support landscape. Growth Hubs will drive SME growth by bringing coherence to the business support landscape, improving awareness, understanding and accessibility of the support available. They will support businesses that aspire to grow and also build capacity in smaller businesses not currently engaged with business support. They will add strategic value to the business support system by ensuring the optimal balance between specialist, targeted national schemes, such as Growth Accelerator and MAS, and localised initiatives and delivery.

**More specifically, the D2N2 Growth Hub will:**

* Create awareness of the benefits of taking up the business services available
* Help businesses understand what services they should be using, and why
* Help business leaders to make informed choices about the service providers they engage with
* Encourage more businesses to work with business service providers and to keep on working with them as they address evolving challenges and opportunities
* Help service providers to understand what customers need and to shape their offer to better match the evolving needs of businesses
* Work with the public, private and third sectors to find ways of appropriately filling the 'gaps'
* Increasingly allow the D2N2 Growth Hub to be recognised as the place to go for information and advice about the business services market in the D2N2 area.

Growth Hubs will build on existing organisational structures where possible and focus on three main areas of activity:

* Increasing the uptake of national and local schemes: facilitate a 'single conversation' with local businesses, raising awareness and uptake of both public and private sector support by improving coordination, marketing and signposting. Develop links to local access to finance support measures, such as investment readiness, local business angels and networks.
* Enhance and expand the provision of national schemes locally (e.g. MAS, Growth Accelerator, UKTI).
* To provide tailored business support to businesses - the right type of support at the right time.

To find out more please contact the Business Growth Manager, Nottingham City Council, M: 07939 979461 or visit [www.d2n2growthhub.co.uk](http://www.d2n2growthhub.co.uk/)

# Section 6: IT Configuration Document

## 6.1 Introduction

**6.1.1** 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.

**6.1.2** 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.

### 6.2 ICT Configuration list

**6.2.1** 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 cloudprovisioning model will be considered on a case-by-case basis, where appropriate a fully managed service may also be considered.

**6.2.2** 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 plugin 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 | |

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| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 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 instal only)  Apache (vendo maintain/suppo only) | l  r rt | | 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. | | |  | Cloud based solutions may be | |
|  |  | | Network, ISP and Telephony are resilient across and Active/Active Dual DC | | | | increasingly  considered | |

### 6.3 Environment Components

|  |  |  |  |
| --- | --- | --- | --- |
| **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 nonAD.    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 | AD 2019 Federated Services.    Continue utilising F5 where suitable |

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|  |  | with our Application  Delivery Controllers which is using F5’s Local Traffic  Management and  Access Policy  Management  (LTM/APM) features. |  |
| 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 | CUCM 12, Cisco Unity  Connect and Microsoft Teams  Tiger Prism |
|  |  | NetCall Orator  GSM Gateway  2800 MGCP gateways  Macfarlane Call Plus IVR  Macfarlane Contact+ IMR  ISDN 30s  SIP trunks  Cisco Jabber  4300s CUBEs | 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 |

### 6.4 Information Management

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

|  |  |  |
| --- | --- | --- |
| **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 |

### 6.5 Information and Data Security

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

|  |  |  |
| --- | --- | --- |
| 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 |

**6.6 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