

# **Request for quotation for the provision of a new website for the Leicestershire Registration Service**

## Ref: DN128109

*Issue date: 16/05/2016*

*Return (by) date: 08/06/2016*

***1.0 CONTENTS***

**1.1 General requirements**

**1.2 Background**

**1.3 Contract term**

**1.4 Timescales**

**1.5 Submitting your proposal**

**1.6 Technical support**

**1.7 Disqualification terms**

**1.8 Questions**

**1.9 Quotations**

**2.0 Supplier cost for tendering**

**2.1 Evaluation criteria**

**2.2 Implementation**

**2.3 Supporting information**

**2.4 Payment details**

**2.5 Glossary**

* 1. **Useful web links**

**2.7 Specification**

**2.8 Contact details**

***1.1 GENERAL REQUIREMENTS***

Proposals are invited for the provision of a business/income generation focussed website, specifically to exhibit Leicestershire Registration Service’s “celebratory” services.

**The designed website will be property of Leicestershire County Council.**

Detailed requirements are defined in the Specification section.

***1.2 BACKGROUND***

Leicestershire Registration Service has a statutory duty to provide for the formalities of marriage/civil partnerships (outside the Church of England and the Church of Wales), the registration of births and deaths, and the performance of citizenship ceremonies.

In 2014/15, marriage/civil partnership ceremonies generated 87% of total income. Our vision is to have two websites, one of which is already created (our corporate site [www.leicestershire.gov.uk](http://www.leicestershire.gov.uk)):

* Information relating to our statutory services will sit on the corporate website.
* Marriage/civil partnerships ceremonies, which are “celebratory services”, will sit on a new, unique website, geared toward business/income generation. This is the focus of this procurement.

The new website will be completely independent, and follow separate branding guidelines.

This approach means that the service is still connected with the council for customer reassurance and business continuity, while expanding/developing our main income generation stream to keep up with competition.

The new website will generate income via two means:

* The website will attract more customers/additional income through marriages/civil partnerships. The website will be user orientated, and a “one stop shop” for someone’s big day – from finding venues and suppliers, to the legal preliminaries.
* Partner advertising.

***1.3 CONTRACT TERM***

The initial contract term will begin from the “go live” date which, in this instance, will be **November 2016** (approx.), and runfor three years until **2019.** There will then be the option to extend the term for a further two years until **2021** (totalling five years) on an annual or multi-year basis. The development/implementation periods will not form part of the initial term but will be part of the contract.

***1.4 TIMESCALES***

This procurement process is intended to follow the table below:

|  |  |
| --- | --- |
| Request for quotation issued | **16 May** |
| Deadline for questions | **3 June** |
| Deadline for quotation submissions | **8 June** |
| Quotation evaluation | **9 – 30 June** |
| Top 5 scoring tenderers invited for presentation/demonstration | **4 – 7 July** |
| Preferred supplier selected | **8 July** |
| Finalise contract and contract award | **8 -22 July** |
| Implementation (development meetings, website build, user testing) | **22 July - October** |
| **Go live** | **November** |

The council reserves the right to amend timescales and are provided for indicative purposes only.

Shortlisted suppliers must be available for presentations/demonstration.

**Note: If a bidder’s price is significantly high making their bid uneconomical and commercially not viable for the Council, even if they are in the ranking for shortlisting as a result of their overall mark for quality and price, the council reserves the right not to take that bid to the next stage. A formal response will be provided to indicate such a decision and further information will be provided when a final decision is made on selection of the preferred supplier.**

***1.5 SUBMITTING YOUR PROPOSAL***

This document should only have been downloaded from the East Midlands Procurement Portal ([www.eastmidstenders.org](http://www.eastmidstenders.org)) which is hosted by Due North.

It is important that every organisation submitting a proposal is registered on the portal, as it will be the single route through which any clarifications and questions will be managed. You will only need to register once to do business with any organisation that is using the East Midlands Procurement Portal and any that may join in the future. You must not share this document with other potential bidders; they should register and download their own copies to ensure that they receive all the information relevant to this tender process.

Proposals are completed offline, and should be saved as a document or documents (either word, excel or pdf, as appropriate).

You are required to upload your completed proposal electronically through the portal – ensuring you click ‘submit response’ - prior to the closing date and time.

Submissions must be uploaded by **12:00noon** on **08/06/2016**. Any amendments to the submission deadline will be communicated through the portal.

Proposals submitted after the designated deadline will **automatically be** **rejected**.

Proposals must **not** be submitted by fax or email.

**Disclaimer**

It is the suppliers’ responsibility to check [www.eastmidstenders.org](http://www.eastmidstenders.org) for updates on this tender. Notification messages can be configured to send updates to the registered email account. In order to receive these emails, alerts need to be enabled within your account preferences. Supplier guidance can be located at [www.supplierhelp.due-north.com](http://www.supplierhelp.due-north.com)

**Note:** email alerts may be blocked by your companies SPAM filter. Please contact your ICT department to ensure that emails from the domain “@due-north.com” are excluded from the SPAM filter blocked addresses.

***1.6 PORTAL TECHNICAL SUPPORT***

Full instructions on how to bid for contract opportunities on the portal can be found on the East Midlands Procurement website, and can be accessed by clicking on the question mark icon located in the top right hand corner of the home page. If you are unable to resolve your issue by this method and require additional assistance, please contact the Due North Technical Support Team:

Telephone: 01670 597137 (lines open 8.30am – 5.00pm Monday to Friday, excluding bank holidays), or email: [support@due-north.com](mailto:support@due-north.com)

**Note:** questions relating to the tender content should be submitted to the procuring officer via the ‘Discussions Tool’ in the portal.

***1.7 DISQUALIFICATION TERMS***

The council would like to highlight to suppliers that if any of the following events occur, the council reserves the right to automatically disqualify a proposal:

1) Failure to comply with any instruction contained within these tender documents, or any pass/fail element within the Response Document.

2) Failure to provide with the tender bid, details of any Clauses that the tenderer may wish to discuss further with the council and the suggested amendments to said Clauses, as per the Response Document.

3) Failure to disclose any other costs that the council is expected to pay in the Pricing Schedule may result in disqualification of the tender bid, this includes any other contractual agreements that the council will be required to maintain with yourself or any other supplier for the duration of this contract (i.e. your pricing for this tender is based on you or another supplier being guaranteed income from these other contracts).

4) Failure to submit the tender within the stated deadline. If you are experiencing difficulties with submitting your bid due to difficulties with the Due North Pro-Contract tendering system please contact Due North in advance of the deadline.

***1.8 QUESTIONS***

Any queries about this document, the procurement process, or the proposed contract itself, should be submitted to the Procuring Officer via the ‘**Discussions Tool**’ in the portal:

Prospective bidders need to consider the Conditions of Contract and raise any issues in connection to the Conditions of Contract during the procurement process and not after.  Once the bid is submitted and part 7 of the RFQ signed the Conditions of Contract will stand as drafted.

***1.9 QUOTATIONS***

All cost options should be priced using a fixed cost inclusive quotation. Any items necessary to the system’s operation, for which the costs have not included, must be specifically identified and a cost provided in the costing section with relevant supporting information. Any quote/service or offer stated in the proposal should remain valid for 90 days.

***2.0 SUPPLIER COST FOR TENDERING***

The council reserves the right to, at any time, cease the tendering process and not award a contract. The council will not be responsible or liable for any costs, expenses, or losses which may be incurred by the tenderer in the preparation of this tender and the council’s decision to cease this tender process.  
  
  
  
 ***2.1 EVALUATION CRITERIA***

As part of the evaluation process, the Council will check your organisation’s financial stability. An important part of financial vetting process is to establish that the tenderer is viable and financially stable. The Council will be looking to ensure that the annual contract value does not exceed 50% of the reported turnover in the most recently available set of independently certified/audited financial accounts of the tenderer. In addition to this the Council will conduct a liquidity test (i.e. Current Assets divided by Current Liabilities) over the last three independently certified/audited financial years. If this calculation produces a figure of below 0.8 in any of the three financial years, this will result in further information being sought. This information may take a number of different forms. If the tenderer can satisfy the Council that it is viable and financially stable despite achieving a liquidity test outcome of below 0.8 they may be allowed to continue in the tender process

The council will accept the quotation which is Most Economically Advantageous Tender (MEAT)

The evaluation will be based on the most economically advantageous tender (MEAT) using the following criteria:

* **Quality 80%**
* **Price/cost 20%**

Evaluation of the proposals received will be carried out by a panel comprising of officers from the council’s Registration Service and Communications & Digital Service - this will ensure an appropriate breadth of experience and understanding.

It is vital that a high quality, highly reliable product is offered to customers/service users, both internally and externally. All proposals must clearly demonstrate value for money over the full life of any contract, for all suggested services.

Bidders should note that regardless of a bid’s overall merits, in the event that evaluating officers consider there to be a fundamental weakness likely to impact adversely upon the supply of the service, then grounds will exist to exclude the bid.

The right is reserved to seek additional information or clarification at any stage.

|  |  |
| --- | --- |
| **Evaluation** | **Contribution to final score** |
| **Quality** (based on the Specification of requirements and split into the four sections) | **80%** |
| *Technical* | *20%* |
| *Functionality* | *20%* |
| *Support/development* | *20%* |
| *Contractual/service* | *20%* |
| **Price/cost** (based on the Pricing Schedule) | **20%** |
| **Total** | **100%** |

The maximum number of points available for quality is 715. Tenderers marks will be converted to percentages:

*Percentage available (80) / maximum points available (715) \* points awarded*

The lowest tenders price/cost will be awarded the maximum number of points/highest weighted score. Other tendered prices/costs will be awarded a percentage relative to the lowest price/cost:

*Lowest tender price/cost ÷ supplier price/cost x percentage available (20)*

Both the quality and price/cost weighted scores are added together to give a final score.

In the event of two or more suppliers tying on total score, the award of the contract will be determined by the supplier with the higher overall quality score, or the supplier that has met the most essential requirements.

**Quality scoring**

Requirements are split into three types “must haves”, “should haves”, and “could haves”. The latter is least important so receives a lower weighting.

|  |  |  |
| --- | --- | --- |
| **M “Must haves”  (essential)   S “Should haves”   C “Could haves”** | **Evaluation** | **Weighting** |
| These questions receive the highest weighting in the quality scoring process. Failure to meet three or more ‘must have’ questions will disqualify a bidder from the process, irrespective of total score. | **3** |
| These items are desirables, but of higher importance so carry a higher weighting. | **2** |
| These items are also desirables, but of least importance, so carry the lowest weighting in the scoring process. | **1** |

The weighting number is multiplied against the scores below, depending on the quality of the response/evidence provided.

Requirements marked with “M”, “S” or “C” will receive a score of 0-5 depending on the evidence provided. “Must haves” are mandatory - failure to meet any of these is grounds for automatic disqualification (failure is classed as scoring less than 3 out of 5). “Should haves”, and “could haves” are less important, but failing five questions or more, is grounds for automatic disqualification.

|  |  |
| --- | --- |
| **Score** | **Evaluation** |
| **0** | **Non-Compliant Response**  The bidder response has not provided relevant information to answer or have clearly failed to answer the question to the required standard. |
| **1** | **Poor Response**  The bidder response is partially compliant, but with serious deficiencies in the answer offered. This indicates there would be serious difficulties or inability to deliver the contract requirement. |
| **2** | **Weak Response**  The bidder response is partially compliant, but shortfalls are identified in the answer offered. This indicates that not all requirements of the contract would be met and there would be difficulty in delivering the contract requirement. |
| **3** | **Acceptable Response**  The bidder response is compliant. This indicates that the basic contractual requirements are met, but not exceeded and the contract would be delivered to an acceptable standard. |
| **4** | **Good Response**  The bidder response is compliant and goes beyond the standard considered acceptable. This indicates that the bidder can deliver the entire contract requirement and offer some limited benefits beyond the stated requirements. |
| **5** | **Excellent Response**  The bidder response is compliant and clearly demonstrates that the bidder has an excellent understanding of the requirements. This indicates that the proposed solution will deliver the entire contract requirement to a very high standard and may offer extensive benefits beyond the stated requirements. |

Suppliers’ should show how their proposed solution meets the requirements (providing as much detail as possible for evaluation purposes, including screen shots where appropriate), stating whether their proposed solution is an integral part of the existing ‘off the shelf’ solution or whether an amendment/enhancement needs to be made to the proposed solution and whether such changes would be incorporated within future releases of the ‘off the shelf’ product.

**Price Schedule**

Suppliers should complete the Pricing Schedule below highlighting price/cost for one-off fees, ongoing fees (totalling three years), and any additional fees (as outlined in the Specification).

**Completion of the Pricing Schedule is mandatory, failure to complete this document may be deemed non-compliance and your tender may be rejected.**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  |  | |  | |  | |  | |  | |  | | **OPTIONAL YEARS** | | | | | | |
|  | **Year 1 (£)** | | **Year 1 (£)** | | **Year 2 (£)** | | **Year 2 (£)** | | **Year 3 (£)** | | **Year 3 (£)** | | **Year 4 (£)** | | | **Year 4 (£)** | | **Year 5 (£)** | **Year 5 (£)** |
| **Cost element** | **Capital costs** | | **Revenue costs** | | **Capital costs** | | **Revenue costs** | | **Capital costs** | | **Revenue costs** | | **Capital costs** | | | **Revenue costs** | | **Capital costs** | **Revenue costs** |
| * Software |  | |  | |  | |  | |  | |  | |  | | |  | |  |  |
| * Licences |  | |  | |  | |  | |  | |  | |  | | |  | |  |  |
| * Implementation |  | |  | |  | |  | |  | |  | |  | | |  | |  |  |
| * Data migration |  | |  | |  | |  | |  | |  | |  | | |  | |  |  |
| * Training |  | |  | |  | |  | |  | |  | |  | | |  | |  |  |
| * Other (Must haves from the specification e.g. venue/supplier finder etc) |  | |  | |  | |  | |  | |  | |  | | |  | |  |  |
| **Total 1**  **(items to be procured)** |  | |  | |  | |  | |  | |  | |  | | |  | |  |  |
| **(Optional) Requirements** | | | | | | | | | | | | | | | | | | | |
| * Optional requirement (e.g. additional software licences, extra storage etc.) | |  | |  | |  | |  | |  | |  | |  |  | |  | | |
| * Optional requirements – supplier to state | |  | |  | |  | |  | |  | |  | |  |  | |  | | |
| **Total 2**  **(optional items to be procured)** | |  | |  | |  | |  | |  | |  | |  |  | |  | | |
| **(Optional) Additional day rate** (*rates must be inclusive of travel and other expenses)* | | | | | | | | | | | | | | | | | | | |
| **Total 3**  **(Total 1 +**  **Total 2)** | |  | |  | |  | |  | |  | |  | |  |  | |  | | |
| * Project Management | |  | |  | |  | |  | |  | |  | |  |  | |  | | |
| * Training | |  | |  | |  | |  | |  | |  | |  |  | |  | | |
| * Consultancy | |  | |  | |  | |  | |  | |  | |  |  | |  | | |
| * Other | |  | |  | |  | |  | |  | |  | |  |  | |  | | |
| * Please specify any discount you will provide to the council for:   Early payment of annual charges e.g. 1 year, 2 year, 5 years. | |  | |  | |  | |  | |  | |  | |  |  | |  | | |

|  |  |  |
| --- | --- | --- |
| **Pricing conditions** | | |
| **P1** | Please confirm the prices exclude VAT and inclusive of all expenses such as travel and accommodation. |  |
| **Please confirm the above requirement is met with a Yes /No** | Y/N |
| **P2** | The prices quoted in the pricing table will be the discounted capped prices that the council will be for each year of the contract. |  |
| **Please confirm the above requirement is met with a Yes /No** | Y/N |
| **P3** | Failure to disclose any other costs that the council is expected to pay in the Pricing Schedule may result in disqualification of the tender bid, this includes any other contractual agreements that the council will be required to maintain with yourself or any other supplier for the duration of this contract (i.e. your pricing for this tender is based on you or another supplier being guaranteed income from these other contracts). |  |
| **Please confirm the above requirement is met with a Yes /No** | Y/N |

***2.2 IMPLEMENTATION***

Following award of the contract, the supplier shall provide an indicative implementation plan/activity chart which shall be sufficiently detailed as is necessary to manage the implementation of the website.   
  
We are looking to go live with the website November 2016 (approx.).  
  
The supplier is responsible for the timely implementation of the website in line with our expectations.

**Note: Although quite a few of the requirements in the Specification are mandatory, we may choose not to include them in the initial build of the website. This is because of additional work the council will need to undertake to ensure they work efficiently. This being said, the website should be built so that elements can be “added in” without loss of service, or warranting additional cost. As outlined in the Terms & Conditions, the council are not obligated to pay any additional costs if they weren’t stipulated in the supplier’s initial proposal.**  
  
***2.3 SUPPORTING INFORMATION***

##### SECTION A - Organisation details

A-1 Organisation name: **[Click here to enter text]**

A-2 Type of organisation *(Please select as appropriate)*

|  |  |
| --- | --- |
| A public limited company? | ☐ |
| A limited company | ☐ |
| A company limited by guarantee | ☐ |
| A partnership? | ☐ |
| A sole trader? | ☐ |
| A charity | ☐ |
| A franchise | ☐ |
| A small/medium sized enterprise or SME[[1]](#footnote-1)? | ☐ |
| Other (e.g.: a special purpose vehicle or joint venture company) | ☐ |
| *Please specify:* **[Click here to enter text]** |

A-3 Registered office: **[Click here to enter text]**

A-4 Company registration number: **[Click here to enter text]**

A-5 VAT registration number: **[Click here to enter text]**

A-6 If the organisation is a member of a group of companies, give the name and address of the ultimate holding company.

**[Click here to enter text]**

A-7 Conflicts of interest

To the best of your knowledge, does any owner, director or senior officer of your organisation have any personal or financial connection directly or indirectly with any member or officer of Leicestershire County Council which might be perceived to compromise their impartiality and independence in the context of the procurement procedure?

☐

☐

YES NO

If so, please provide details below.

**[Click here to enter text]**

In accordance with question A-7, the council may exclude the tenderer if there is a conflict of interest which cannot be effectively remedied.

**SECTION B - Experience of the organisation**

B-1 Please provide a brief history of the organisation and its evolution.

**[Click here to enter text]**

B-2 Organisation and management structure

Please detail your organisation and management structure.

**[Click here to enter text]**

**SECTION C - References**

The supplier should provide a minimum of two referees who are prepared to discuss their involvement with the supplier. The council reserves the right to adjust any scores in the light of information received after references are taken up.

C-1Please provide the details of two organisations that would be willing to act as references to demonstrate your organisation’s previous experience in providing the type of service required under this contract. Please ensure that the named organisations are able and willing to act as a reference on your behalf before providing their details.

|  |  |
| --- | --- |
| **Contact name and position in organisation** | **Organisation name and full postal address; telephone number; e-mail address** |
| 1. **[Click here to enter text]** | **[Click here to enter text]** |
| 2. **[Click here to enter text]** | **[Click here to enter text]** |

The council will endeavour to expedite any unfulfilled requests for references but any further action to secure this information is at the discretion of the council.  
 **SECTION D - Any other information**

D-1 Please indicate here any other information which you consider may be relevant to support your submission

**[Click here to enter text]**

***2.4 PAYMENT DETAILS***

Payment will be made by BACS upon job completion.

The council’s standard payment terms are 30 days from receipt of a valid invoice.

It is the policy of the Council to make payments to all suppliers direct into their bank account using the Bankers Automated Clearing Systems (BACS). Please complete your bank and relevant company details below. If your sales are factored to an agency, please enclose a copy of the authorisation to make payment directly to them. The bank details will then be those of the factor and not yours.

Bank name: Click here to enter text. Account name: Click here to enter text.

Bank address: Click here to enter text. Postcode: Click here to enter text.

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

Sort code:

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

Account no:

**No invoices will be accepted from any supplier without an iprocurement order or an official written Purchase Order from the council, and the Purchase Order number in full being quoted on all invoices.**

**IMPORTANT** - All invoices should be addressed to:

**Leicestershire County Council**

**PO Box 507**

**Sale**

**Cheshire**

**M33 0EJ**

**Failure to do so may lead to a delay in payment.**

***2.5 GLOSSARY OF TERMS***

**“Registration Office”** – An office under the management of a local authority which provides for the formalities of marriage (outside the Church of England and the Church of Wales), civil partnerships, the registration of births and deaths, and the performance of citizenship ceremonies.

**“Register Office”** – The statutory room (within a Registration Office) allowing for the lawful provision of marriages/civil partnerships. There is only one of these in each county/city.

**“Approved premises”** – A permanent structure, not necessarily under the management of a local authority, which (following approval), allows for the lawful provision of marriages/civil partnerships. Hotels, stately homes and castles are examples of approved premises. More commonly known as venues.

**“Supplier”** - Provider of goods solely for weddings – e.g. photographers, florists and caterers.

**“Partner”** – Local supplier or approved premises.

**“Registrar”** - An official keeper of records made in a register. Registrars are employed by local authorities to register all births, still-births and deaths and facilitate the formation of marriages/civil partnerships.

**“Celebratory services”** Ancillary services we offer, that will be the main focus of the website:

* **“Marriage/civil partnership ceremonies”** – More commonly known as weddings. The legally recognised union of a man and a woman, or two people of the same sex, as partners in a relationship.

***2.6 USEFUL WEB LINKS***

[www.leicestershire.gov.uk/registrars/weddings-and-civil-partnerships](http://www.leicestershire.gov.uk/registrars/weddings-and-civil-partnerships) - Information on marriage/civil partnership ceremonies.

[www.nottinghamshire.gov.uk/celebrate](http://www.nottinghamshire.gov.uk/celebrate) - A Registration Service with a website that focuses specifically on “celebratory services”.

[www.yourdaynorthants.com](http://www.yourdaynorthants.com) - A Registration Service with a website that focuses specifically on “celebratory services”.

[www.celebrateinessex.co.uk](http://www.celebrateinessex.co.uk) - A Registration Service with a website that focuses specifically on “celebratory services”.

***2.7 SPECIFICATION***

Proposals will be checked to see how well a supplier can perform/provide for each requirement. A score will be given depending on how much (quality) evidence is provided. Evidence can be in the form of text and/or images (screenshots/visual examples/concepts).

In addition to a succinct but comprehensive response to each question, suppliers’ must clearly state whether their solution: meets the requirement (M), does not meet the requirements (N), or partially meets the requirement (P). If Partially Met or Not Met please state what needs to be done to meet requirement and the impact on areas such as costs and timescales.

Also, indicate with a Yes (Y) or No (N) if the function or requirement is met through the core product or is an add-on and detail any associated cost and other details.

We understand that some requirements may need additional resource, specialist knowledge/software to implement, or will have an extra cost attached. If this is the case, please state what needs to be done to meet the requirement, and the impact on areas such as costs and timescales.

**Note: The website essentially has two “journeys” – the partner, and the user (see glossary for definitions). It is vital that this website have a refined journey for both, so there is a massive focus on self-sufficiency – we want the website to be a “one-stop shop”, with little staff/admin intervention. All information/tasks must be accessible, concise and achievable without endless clicking/linking.**

**Alongside this document there will be journey maps, and initial concepts. We advise you look over these before reading the Specification.**

**SPECIFICATION CAN BE FOUND ON NEXT PAGE.**

|  | **Requirement** | **Maximum available points** | **Weighting/importance** |
| --- | --- | --- | --- |
|  | **A - Technical requirements** |  |  |
| **A1** | **The website will be externally hosted for the duration of the contract period. The website will also come with a unique domain name.** | **15** | **M** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **A2** | **The website must be, and remain so, compatible with the latest versions of mainstream web browsers, including but not limited to Microsoft IE/Edge, Mozilla Firefox, Google Chrome and Apple Safari.**  **Throughout the life of the contract, LCC should not incur any additional costs for adaptations to the system required to ensure compatibility with web browser releases and upgrades.** | **15** | **M** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **A3** | **The website should support Google Analytics, so we can monitor/evaluate web traffic.** | **10** | **S** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **A4** | **The website will link up with our booking software Stopford, which allows users (who have a member account) to look at availability/book an appointment. Stopford is a hosted service – more information can be found at:** [http://stopford.com/appointment-booking](http://stopford.com/appointment-booking/) | **15** | **M** |
| **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **A5** | **The website will link up with our payment software Bucks Net, which allows registered users and to partners pay for services online. It also allows us to process refunds. Bucks Net is a hosted service – more information can be found at:** [http://www.bucks.net](http://www.bucks.net/) | **15** | **M** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **A6** | **The site will have responsive web design – be adaptable and accessible via a wide variety of modern devices including mobiles/smartphones, tablets, laptops and computers.** | **15** | **M** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **A7** | **Visually, the website (when finished) will look seemly, dignified and befitting the nature of the website (wedding/celebration). The website will follow brand guidelines (supplied upon contract award) explicitly.** | **15** | **M** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
|  | **B – Functional/interface requirements** |  |  |
| **B1** | **Partner accounts**  **The website will allow partners to register an account that will require approval of staff/admin.**  **Two levels of access will be required – basic and premium. All newly registered partners start on basic and can upgrade to premium at a cost.**  **Basic provides limited functionality: the ability to edit a small amount of information on the venue/supplier finder (see B11).   They’ll need to contact us to upgrade to premium, and we’ll manually upgrade their account.**  **Premium provides full functionality: everything provided in basic, plus more customisation on the venue/supplier finder (photos, availability calendar, and space for more text). Premium also allows partners to book and pay for adverts via the advert scheduling system (see B2).**  **In both instances, partner accounts will need editing options as they will maintain information on the venue/supplier finder (see, and can update personal information.**  **They will also be able to see past changes they have made to their information (history of changes), and past adverts they have purchased, with the ability to “rerun” these, rather than upload a new image each time.**  **Staff/admin will be notified each time a partner account makes a change to their (non-personal) information.** | **15** | **M** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **B2** | **Advertising and scheduling system**  **The website will have various advertising slots (in the form of banners, sidebars etc.). Larger, more prominent slots will be classed as “gold”, with smaller, less prominent slots classed as “silver” and “bronze” respectively. The slot positions can be added to any page ad-hoc, and will allow for multiple scrolling, rather than a single image.**  **The advert scheduling system will tie in with the document storage system (see B10), but will automatically display adverts in set slots for a time period entered by staff/admin – a sort of queue system.   Staff/admin will be able to see future images booked, and are able to change, delete bookings if needed, and the ability to “reserve” a slot while the partner is making payment.**  **Partners with premium accounts will be able to book these via their account member area, upload a valid image via the document upload system, and choose a preferred date/time. Staff/admin will receive notification of this, and will go into the site to check the image and whether the time/date is available via the scheduling system.  The partner can then pay via Bucks Net (see A5). Once staff/admin receives confirmation of payment, the advert will be placed (appropriately) into the advert scheduling system.** | **15** | **M** |
| **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **B3** | **The website will fully support the upload and display of high resolution photographs, and 360 degree/virtual tour video technology.** | **10** | **S** |
| **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **B4** | **The website should support the embedding of a PDF viewer for looking at catalogues/e-brochures online (able to read the catalogue without the need to download the file).** | **10** | **S** |
| **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **B5** | **User accounts**  **Although most of the information will be accessible without the need to make an account, users can register to become a member.**  **In doing so, they will have a special members area where they can upload documents relating to their ceremony/appointment (via the document storage system). They will also be able to pay any outstanding fees (relating to LCC) via Bucks Net (see A5).**  **It is also the only way they can see the booking/appointment system Stopford (see A4) to make appointments.   They will also be able leave scores for venues/suppliers on the venue/supplier finder.**  **Staff/admin will be notified any time a registered account makes a prominent change, payment, leaves a score/comment for a venue/supplier or uploads a document.**  **Members will be able to see past appointments they have booked, and past payments/refunds.**  **Members will have basic content editing functionality, to be able to update their personal information.**  **There will only be one level of access for users, and it will be completely free of charge.** | **15** | **M** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **B6** | **The website will integrate our Facebook, Twitter and Pinterest accounts, and allow for users to “share” pages and links on their personal accounts.** | **15** | **M** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **B7** | **The website could have a comprehensive search system and visible bar, which allows users to search for a specific item.** | **5** | **C** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **B8** | **The website could have for a "pop up" box which could be used to display offers/promotions or surveys when someone hits the homepage for the first time.** | **5** | **C** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **B9** | **Staff/admin accounts**  **There will only be one level of access, and this will allow for full control over the website. Only a limited number of people will have access and training.**  **These accounts will allow for page creation, deletion and full content control. Staff/admin will also be able to upload images and documents onto any page.**  **Staff/admin will be able to choose where advert slots sit and what kind of slot (gold, silver or bronze) it will be. They can also add/remove as and when. If a partner requests to pace an ad, staff/admin will be responsible for ensuring the image is suitable, and will accept/decline – prompting the partner to progress to payment.**  **They will have full access to the advert scheduling system (see B2) and will be able to upload images with a set running date/time. They will also be able to see future bookings, and add/remove or edit as and when.**  **If a partner makes a change to their information or requests an advert, or a registered user leaves a score/comment on the venue/supplier finder, makes a payment or uploads a document, it will appear as a notification in a dedicated section of the staff/admin’s account. This section will be shared for all staff/admin to see. There will also be an option to “set the task as complete” along with the option to leave a comment, if a member of staff has actioned it. This is to avoid duplication of work.**  **Notifications will also trigger an email to a dedicated email inbox.**  **Staff/admin have total content control, and can override changes to information made by partners and registered users. This means, they can delete/edit comments/scores on the venue/supplier finder, and the information maintained by partners.**  **Staff/admin will also have the ability to manually add/remove user accounts, including partners, as well as change access levels accordingly. This will show up in the main notification box for all to see.** | **15** | **M** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **B10** | **Document storage/upload system**  **The website will require a document storage system for when a partner, registered user, or staff/admin need to upload a file or image, this essentially hosts the document.**  **The storage system must permit a variety of file types, and have a large capacity (with the option to increase in the future).**  **The upload system must be easy to use (does not require specialist knowledge or training), and creates a notification for staff/admin when used.**  **It must also be two-way. For example, when a partner uploads an image for an advert, a notification pops up for staff/admin that will approve/decline. If declining, staff/admin will be able to write a message to the partner e.g. “image not suitable as it violates our T&Cs, please select another”, and they will have the option to upload another.**  **Of approving, a new function to “continue to payment” is opened up for the partner. This process will be mirrored for registered users uploading documents.**  **The website will also come with at least 250GB of storage space, with the option to purchase more/expand.** | **15** | **M** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **B11** | **Venue/supplier finder**  **Users (with or without an account) can search our extensive list of approved premises, Registration Offices and local suppliers using this tool.**  **They can search by a number of different criteria. Choosing either venue/supplier initially, they can then filter by distance, popularity (based off scores left by registered members), price, capacity or type of building. For suppliers specifically, they can choose what category e.g. photography or caterers.**  **Matching venues/suppliers are then shown as dots on a map of the county. Scrolling over a dot will flash up a box with basic information such as contact details and address.   Clicking on the dot will bring up a dedicated page so you can view more information – this is maintained by partners. Depending on the partner account, this page will have basic information or considerably more if they have premium. The onus is therefore on the partner to upgrade to provide the best service for customers (it’s in their best interest to generate revenue). Registered users will be able to leave comments and scores for venues/suppliers.** | **15** | **M** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
|  | **C - Development/support requirements** |  |  |
| **C1** | **The supplier will provide telephone and online support 9-5, Mon-Fri as standard, but also have an out of hours point of contact in the event of an emergency. The supplier will respond promptly in the event of a web issue.**   |  |  |  |  | | --- | --- | --- | --- | | **Priority** | **Response target** | **Fix target** | **Resolution target** | | **1** | < 30 minutes | < 3 hours | 75% Within target | | **2** | < 30 minutes | < 6 hours | 80% Within target | | **3** | < 4 hours | < 17 hours | 85% Within target | | **4** | < 8.5 hours | < By agreement | 95% Within target |   **Please provide a copy of your proposed Service Level Agreement (SLA). The service levels listed above are the current underpinning SLA’s within the authority. We will score based on SLA’s which  best fits our service requirements.**  **Please detail what reimbursements you will offer the council for failure to meet agreed SLA targets?** | **15** | **M** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **C2** | **The supplier should provide adequate "hands on" training for at least 5 staff members.** | **10** | **S** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **C3** | **The supplier must meet with us to provide regular updates, highlighting where development is at, and what is planned next.  Shortlisted suppliers must also be able to attend a presentation (if required).** | **15** | **M** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **C4** | **The supplier should commission focus/steering groups or workshops that test website, during the build (extensive user testing).** | **15** | **M** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **C5** | **The supplier should provide an implementation/activity plan of website development, and deliver within implementation timescales.** | **15** | **M** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **C6** | **There could be an option to purchase additional support hours, and pay ad-hoc for future integrations which are out of scope of this brief.** | **10** | **S** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
|  | **D - Contractual/service requirements** |  |  |
| **D1** | **Describe your incident and major incident management process, including how you would deal and report on data leaks, security incidents or hacking. Explain how this fits into the ITIL framework?** | **15** | **M** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **D2** | **Describe support offering for the following criteria’s:**   * **Online support logging 24/7** * **Telephone support** * **Technical support** * **Usability support** * **General advice** | **10** | **S** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **D3** | **Describe your contract management/review processes?**  **The council’s requirement includes the following:-**   * **Service reviews on an ad-hoc basis (as and when required)** * **Annual incident reports, including:  stability of software**   + **time taken to perform a standard backup**   + **feedback from customers**   + **numbers of restores and any issues/support/breaches of the SLA** * **Roadmaps with future plans for**   + **the software**   + **the service provider** * **Exit strategy** | **10** | **S** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **D4** | **Please confirm that you are ISO\IEC 20000 (international service management standard) & ISO 27001 (Information security management) certified.**  **If you do not hold these certifications please provide evidence that you are working towards the certification or hold an equivalent industry recognised standard.** | **10** | **S** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **D5** | **Suppliers should evidence that they have a robust Business Continuity (BC) & resilience framework, which incorporates a structured formal approach, and which broadly adheres to BC industry best practice.**  **Please supply (minus sensitive information) a copy of your BC plan, or procedure. The plan or procedure should cover all types of impact, including (but not limited to):-**   * **Loss of buildings (due to fire, flood, explosion etc.)** * **Production line disruption (if appropriate)** * **Loss of staff (due to illness, industrial action etc.)** * **Disruption to, or loss of, IT facilities – including disruption caused by cyber-attack** * **Transport and logistics disruption** * **Environmental impact (e.g. severe weather, chemical leak etc.)** * **Terrorism** * **Financial instability**   **Suppliers should supply evidence of resilience measures in place, which aim to reduce or negate the risk of an event affecting their business. This should include (but is not limited to):**   * **IT resilience & disaster recovery capability** * **Alternative premises, should main buildings be  destroyed or inaccessible** * **Succession planning and skills matrix to cope with loss of staff or key skills.** | **10** | **S** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **D6** | **Data in transit protection**  **State how the data is protected in transit. Include details of levels of encryption etc., and provide assurance of how this is achieved.**  **Your solution should meet the requirements of Principle 1 of the** [**Government Cloud Security Principles**](https://www.gov.uk/government/publications/cloud-service-security-principles/cloud-service-security-principles) | **15** | **M** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **D7** | **Asset protection and resilience: Physical location**  **State where the datacentres are located and managed from (e.g. UK, EU etc.); Include any third party suppliers and any processing that may occur in another location. Please provide assurance of location.**  **Your solution should meet the requirements of Principle 2 of the** [**Government Cloud Security Principles**](https://www.gov.uk/government/publications/cloud-service-security-principles/cloud-service-security-principles) | **15** | **M** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **D8** | **Asset protection and resilience: Data centre security**  **Please provide details of how the data is protected by physical security, and provide assurance of how this is achieved.**  **Your solution should meet the requirements of Principle 2 of the** [**Government Cloud Security Principles**](https://www.gov.uk/government/publications/cloud-service-security-principles/cloud-service-security-principles) | **15** | **M** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **D9** | **Asset protection and resilience: Data at rest protection**  **Please provide details of how the data is protected at rest. Include both physical security and any encryption, and provide assurance of how this is achieved.**  **Your solution should meet the requirements of Principle 2 of the** [**Government Cloud Security Principles**](https://www.gov.uk/government/publications/cloud-service-security-principles/cloud-service-security-principles) | **15** | **M** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **D10** | **Asset protection and resilience: Data sanitisation**  **Please detail how the data is secured and protected when being moved, migrated or deleted and how any or all data can be removed or deleted on request. Please provide assurance of how this is achieved.**  **Your solution should meet the requirements of Principle 2 of the** [**Government Cloud Security Principles**](https://www.gov.uk/government/publications/cloud-service-security-principles/cloud-service-security-principles) | **15** | **M** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **D11** | **Asset protection and resilience: Equipment disposal**  **State how all equipment containing any LCC data is sanitised before being recycled or destroyed. Please provide assurance of how this is achieved.**  **Your solution should meet the requirements of Principle 2 of the** [**Government Cloud Security Principles**](https://www.gov.uk/government/publications/cloud-service-security-principles/cloud-service-security-principles) | **15** | **M** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **D12** | **Asset protection and resilience: Physical resilience and availability**  **Please detail service resilience and availability particularly in regard to failures, incidents or attacks, and provide assurance of how this is achieved.**  **Your solution should meet the requirements of Principle 2 of the** [**Government Cloud Security Principles**](https://www.gov.uk/government/publications/cloud-service-security-principles/cloud-service-security-principles) | **15** | **M** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **D13** | **Separation between consumers**  **If there are other consumers sharing the same platform, explain what types of consumers (e.g. other government services) and how the council’s data and services are separated from other consumers’ data and services. Please provide assurance of how this is achieved.**  **Your solution should meet the requirements of Principle 3 of the** [**Government Cloud Security Principles**](https://www.gov.uk/government/publications/cloud-service-security-principles/cloud-service-security-principles) | **15** | **M** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **D14** | **Governance framework**  **Please detail any governance framework you have in place, e.g. ISO27001:2013, and provide assurance of this.**  **Your solution should meet the requirements of Principle 4 of the** [**Government Cloud Security Principles**](https://www.gov.uk/government/publications/cloud-service-security-principles/cloud-service-security-principles) | **15** | **M** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **D15** | **Operational security: Configuration and change management**  **Please describe your change management processes. Include details of how changes to the service are assessed for potential security impact, and how changes are managed and tracked through to completion. Please provide assurance of how this is achieved.**  **Your solution should meet the requirements of Principle 5 of the** [**Government Cloud Security Principles**](https://www.gov.uk/government/publications/cloud-service-security-principles/cloud-service-security-principles) | **15** | **M** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **D16** | **Operational security: Vulnerability management**  **State how you manage vulnerabilities, including identifying and quantifying potential threats. Please provide assurance of how this is achieved.**  **Your solution should meet the requirements of Principle 5 of the** [**Government Cloud Security Principles**](https://www.gov.uk/government/publications/cloud-service-security-principles/cloud-service-security-principles) | **15** | **M** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **D17** | **Operational security: Protective monitoring**  **Please provide details of event monitoring and analysis in line with effective identification of suspicious activity (misuse, malfunction or attack). Provide assurance of how this is achieved.**  **Your solution should meet the requirements of Principle 5 of the** [**Government Cloud Security Principles**](https://www.gov.uk/government/publications/cloud-service-security-principles/cloud-service-security-principles) | **15** | **M** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **D18** | **Operational security: Incident management**  **Please detail your Incident Management process. Include your process for reporting security incidents, and your definition of a security incident, along with what you publish to consumers and external entities. Please provide assurance of how this is achieved.**  **Your solution should meet the requirements of Principle 5 of the** [**Government Cloud Security Principles**](https://www.gov.uk/government/publications/cloud-service-security-principles/cloud-service-security-principles) | **15** | **M** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **D19** | **Personnel security**  **State what personnel security screening and security education you provide, particularly in relation to staff with a privileged role or access. Please provide assurance of how this is achieved.**  **Your solution should meet the requirements of Principle 6 of the** [**Government Cloud Security Principles**](https://www.gov.uk/government/publications/cloud-service-security-principles/cloud-service-security-principles) | **15** | **M** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **D20** | **Secure development**  **Detail your development process in line with industry good practice regarding secure design, coding, testing and deployment. Include details of acquiring, testing, and installing patches, and in maintaining the system in line with latest updates and releases. Please provide assurance of how this is achieved. Your solution should meet the requirements of Principle 7 of the** [**Government Cloud Security Principles**](https://www.gov.uk/government/publications/cloud-service-security-principles/cloud-service-security-principles) | **15** | **M** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **D21** | **Supply chain security**  **Define how you manage any risks to the service from third-party suppliers and delivery partners if applicable. Please detail how much of our information is shared with, or is accessible by, third-party suppliers and their supply chains. Provide assurance of agreements with suppliers and their security policies where applicable.**  **Your solution should meet the requirements of Principle 8 of the** [**Government Cloud Security Principles**](https://www.gov.uk/government/publications/cloud-service-security-principles/cloud-service-security-principles) | **15** | **M** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **D22** | **Secure consumer management: Authentication of consumers**  **Please detail role based access from within the council and state how you ensure that only authorised individuals from the council can access management interfaces of your service and perform actions affecting the consumer’s service through your support channels. Please also provide assurance of how this is achieved.**  **Your solution should meet the requirements of Principle 9 of the** [**Government Cloud Security Principles**](https://www.gov.uk/government/publications/cloud-service-security-principles/cloud-service-security-principles) | **15** | **M** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **D23** | **Secure consumer management: Separation and access control**  **Demonstrate how consumers can only manage their own service and not access, modify or otherwise affect the service of other consumers.**  **Please also provide assurance of how this is achieved.**  **Your solution should meet the requirements of Principle 9 of the** [**Government Cloud Security Principles**](https://www.gov.uk/government/publications/cloud-service-security-principles/cloud-service-security-principles) | **15** | **M** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **D24** | **Identity and authentication**  **State what identity and authentication controls you use, e.g. username and two factor authentication, and provide assurance of how this is achieved.**  **Your solution should meet the requirements of Principle 10 of the** [**Government Cloud Security Principles**](https://www.gov.uk/government/publications/cloud-service-security-principles/cloud-service-security-principles) | **15** | **M** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **D25** | **External interface protection**  **Please provide details of all interfaces with the system (e.g. browser, software client, hardware device) and how all interfaces exposed from the service are robust and necessary for the operation of the service. Please provide assurance of how this is achieved.**  **Your solution should meet the requirements of Principle 11 of the** [**Government Cloud Security Principles**](https://www.gov.uk/government/publications/cloud-service-security-principles/cloud-service-security-principles) | **15** | **M** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **D26** | **Secure service administration**  **Detail the technical approach used for service management, e.g. the use of dedicated devices that are not available for normal business use or the use of dedicated devices on a segregated network? Please provide assurance of this.**  **Your solution should meet the requirements of Principle 12 of the** [**Government Cloud Security Principles**](https://www.gov.uk/government/publications/cloud-service-security-principles/cloud-service-security-principles) | **15** | **M** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **D27** | **Audit information provision to consumers**  **Please detail what audit information is available and how this is provided. Please provide assurance of how this is achieved.**  **Your solution should meet the requirements of Principle 13 of the** [**Government Cloud Security Principles**](https://www.gov.uk/government/publications/cloud-service-security-principles/cloud-service-security-principles) | **15** | **M** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
| **D28** | **Secure use of the service by the consumer**  **Please detail any restrictions on the type of end user devices that can access the service, or if any specific devices are needed to access the service. Please also detail what user and/or administrator training is provided on the secure use of the service.**  **Your solution should meet the requirements of Principle 14 of the** [**Government Cloud Security Principles**](https://www.gov.uk/government/publications/cloud-service-security-principles/cloud-service-security-principles) | **15** | **M** |
|  | **Please state if: Meets (M), does not meet (N), or meets partially (P):** Enter text.  **Commentary** (to support your response):  Enter text. |  |  |
|  | **E - Any other information** |  |  |
| **E1** | **Please indicate below any other information which you consider may be relevant to support your submission.**  **Please note failure to disclose any other costs that the council is expected to pay in the Pricing Schedule may result in disqualification of the tender bid, this includes any other contractual agreements that the council will be required to maintain with yourself or any other supplier for the duration of this contract (i.e. your pricing for this tender is based on you or another supplier being guaranteed income from these other contracts).** | **N/A** | **N/A** |
|  | **Please state if other information is to be provided below, if yes please provide detailed commentary** (to support your response):  Click here to enter text. |  |  |
|  | **F - Ownership** |  |  |
| **F1** | **“All the outputs of this project and the associated Intellectual Property Rights (IPR) are to be retained by the council. Please confirm that you are in agreement to this requirement.”** | Pass/Fail |  |
|  | **Please confirm the above requirement is met with a Yes /No** | Y/N |  |

***2.8 CONDITIONS OF CONTRACT***

DEFINITIONS AND INTERPRETATION

# **Commencement Date** means the date upon which the full Services start being the date of issue of the Final Acceptance Test Certificate or if notified by the Council, the date upon which the Services ‘go live’.

# **Conditions** means these conditions of contract including the appendices (if any) and any amendments to these Conditions as may be agreed between the parties in respect of any qualifications following the submission of the Supplier’s Tender.

# **Contract** means the agreement entered into between the Council and the Supplier embodying the Letter of Acceptance, Order, these Conditions, the Supplier’s Tender, the Specification, Pricing Schedule, Implementation Plan, Test Plan and the Service Level Agreement.

# **Contract Documents** means the documents comprising the Contract.

# **Contract Manager** means the person or persons nominated pursuant to Condition 4.

# **Contract Period** means the period from the Commencement Date to the Expiry Date and any extension pursuant to Condition 2.2.

# **Contract Representative** means the person or persons nominated pursuant to Condition 9.

* 1. **Contract Standard** means, in relation to the performance and discharge of any part of the Contract:
     1. with the exercise of all reasonable and proper skill, care and diligence and in accordance with best professional practice and in a manner free from dishonesty and corruption;
     2. such standard as complies in each and every respect with the relevant provisions of the Contract and where and to the extent that no criteria are stated in the Contract and any Order pursuant thereto the standard is to be to the entire satisfaction of the relevant Contract Manager;
     3. in compliance with all relevant legal requirements including those of Acts of Parliament, Statutory Regulations or Orders and Codes of Practice in operation from time to time, including but without prejudice to the generality of the foregoing, the Contract Procedure Rules, Financial Regulations and Scheme of Delegated Powers to Chief Officers and all other internal requirements and procedures of the Council.
     4. in absolute co-operation with the Council and their other suppliers.
  2. **Council** means Leicestershire County Council.
  3. **Effective Date** means the date of the Letter of Acceptance issued by the Council.
  4. **Expiry Date** means the date **November 2019** from and including the Commencement Date.
  5. **Final Acceptance Test Certificate** means the certificate issued by the Council upon satisfactory implementation of the Software.
  6. **Implementation Plan** the implementation plan to be supplied by the Supplier in accordance with Condition 6.
  7. **Letter of Acceptance** means the letter issued by the Council accepting the Supplier’s offer as set out in the Supplier’s Tender and creating the Contract.
  8. **Order** means an official order in respect of the Service/Services or any part or parts thereof issued by any of the Council to the Supplier.
  9. **Pricing Schedule** means the Schedule so entitled which incorporates the prices and rates for the supply of the Services.
  10. **Services** means the supply, implementation, hosting at the supplier’s site, maintenance and support of the website and functions, including training, training manuals and any future upgrades as detailed in the Specification to be supplied in accordance with the Contract and includes any variation thereto made pursuant to Condition 12.
  11. **Software** means the supplier/venue finder, advertising scheduling system, document storage/upload system, and partner, user and staff/admin accounts provided by the Supplier which forms part of the Services.
  12. **Specification** means the document so entitled which describes the Services to be supplied and installed and hosted at the supplier’s site by the Supplier to the Council and any variation or modification thereto made pursuant to Condition 12.
  13. **Supplier** means the person, persons or company whose tender has been accepted by the Council and who accordingly enters into the Contract with the Council to supply the Services.
  14. **Tender** means the Supplier’s offer in response to the Council’s request for quotation and includes the completed Pricing Schedule, Supporting Information, Payment Details, Contract Conditions, Specification and Contact Information and any amendments to the same agreed in writing between the parties prior to the Effective Date.
  15. **Test Certificate** the certificate issued by the Council when a deliverable has satisfied its relevant test success criteria satisfactorily.
  16. **Test Plan** means the test plan to be agreed between the Council and the Supplier in accordance with Condition 7.1
  17. Reference to the Supplier shall be deemed to include the Supplier’s partners directors and employees and the Supplier’s agents and sub-contractors unless the context otherwise requires.
  18. Reference to time shall be construed, during the period of summer time, to be British Summer Time and otherwise to be Greenwich Mean Time.
  19. The Contract shall be governed by and construed in accordance with English Law, and the English courts shall have jurisdiction over any dispute or difference, which shall arise out of or in connection with the Contract or any Order pursuant thereto.
  20. A reference to any Act of Parliament, or to any Order, Regulation, Statutory Instrument or the like shall be deemed to include a reference to any amendment or re-enactment of the same.
  21. To the extent that legislation permits any payment hereunder shall be made in Pounds Sterling.
  22. The meanings of the words defined in the Specification shall also apply within these Conditions so far as applicable.
  23. In the Contract, unless the contrary intention appears:
      1. words importing the masculine gender include the feminine gender; and
      2. words in the singular include the plural and vice-versa;
      3. words importing a written notice/order/instruction include information transmitted by electronic means

FORM OF CONTRACT

* 1. By submitting a bid to supply the Services, the Supplier is making an offer to supply the Services on the basis set out in the Supplier’s Tender, subject to these Conditions, the Pricing Schedule and in accordance with the Specification and the Contract Documents. The Council’s acceptance of the Supplier’s Tender will be set out in the Letter of Acceptance which is a Contract Document.
     1. In the event of any unavoidable conflict or inconsistency between any of the Contract Documents, the following order of precedence shall apply (with the first listed below taking precedence over those items listed subsequently:
        1. these Conditions;
        2. the Specification; and
        3. the Tender
  2. The Contractwill come into force on the Effective Date and shall continue for the Contract Period unless terminated or determined as provided for in these Conditions. At the Council’s sole discretion, the Contract Period may be extended for one period of two years, in which case, for the purpose of the Contract, the Contract Period shall be deemed to include such extended period.
  3. Sufficiency of Information

The Supplier shall be deemed to have satisfied itself before submitting its bid as to the accuracy and sufficiency of the prices stated by the Supplier’s Tender which shall (except in so far as is otherwise provided in the Contract) cover all the Supplier’s obligations under the Contract and shall be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect the Supplier’s Tender.

* 1. Ambiguities, inconsistencies or discrepancies between Contract Documents
     1. The Supplier shall inform the Council immediately it becomes aware of any ambiguities, inconsistencies or discrepancies between the Contract Documents giving full details.
     2. Any ambiguities, inconsistencies or discrepancies found within the Contract Documents shall be resolved by the Council who shall issue to the Supplier appropriate instructions or where necessary a variation notice pursuant to Condition 12.
  2. Copyright

Copyright in the Contract Documents shall vest so far as it lawfully can in the Council but the Supplier may obtain or make at its own expense any further copies required for use by the Supplier in the supply of the Services.

* 1. Exclusion of Rights and Third Parties

No third parties shall acquire any rights under this Contract and the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded.

DUE DILIGENCE

* 1. The Supplier acknowledges that it:
     1. has made and shall make its own enquiries and carry out its own inspections of the operating environment to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Council and the adequacy of the operating environment;
     2. has raised all relevant due diligence questions with the Council before the Effective Date; and
     3. has entered into this Contract in reliance on its own due diligence alone.

CONTRACT MANAGER

* 1. The Council shall appoint a Contract Managerwho shall be **Diane Reed, Service Manager** or such other person or persons nominated in writing by the Council from time to time to act in the name of the Council for the purposes of the Contract or any constituent part thereof.
  2. The relevant Contract Manager shall have power to issue instructions to the Supplier on any matter relating to the Contract and the Supplier shall comply therewith. If any such instruction is a variation within Condition 12 it shall be valued pursuant thereto.
  3. From time to time the relevant Contract Manager may appoint one or more representatives to act for the Contract Manager generally or for specified purposes or periods. Immediately any such appointment is made, the relevant Contract Manager shall give written notice thereof to the Supplier.

SUPPLY OF SERVICES/SERVICE LEVELS

* 1. The Supplier shall supply, implement, maintain and support anLeicestershire Registration Service Website in accordance with the Contract and the Conditions and to the Contract Standard;
  2. The Services shall be in conformity with the Specification, samples or other descriptions of the Services contained and referred to in the Supplier’s Tender;
  3. The prices set out in the Pricing Schedule shall be inclusive of all work necessary by the Supplier in assisting the Council both in the implementation of such Software and in any necessary migration, and the Supplier will provide training in use of the Software and updates to the Software to reflect both changes in statutory requirements or as otherwise may be requested and agreed between the parties;
  4. The Council shall not be deemed to have accepted any part of the Services, in particular the supply and implementation of the Software, until it has had a reasonable time to inspect and test them in accordance with an agreed Test Plan following installation, or in the case of a latent defect in the Services, until a reasonable time after the latent defect has become apparent;
  5. The Supplier shall provide the maintenance and support services from the Commencement Date;
  6. Where a new issue or update of the Software and/or any relevant documentation or part thereof is released by the Supplier, it shall be installed (if required) by the Supplier under the maintenance services and accepted and used by the Council, except where the Council elects to retain and use the superseded issue of the Software, in which case the Supplier shall continue to provide the maintenance service on the terms agreed;
  7. The Supplier shall ensure that the Software fully integrates with the Council’s existing infrastructure;
  8. The Supplier undertakes that, provided the Software is operated in accordance with the Supplier’s instructions and excluding any non-performance or poor performance arising out of interaction with the Council’s computer system, network or with any virus or similar error which may find its way through the Council’s firewall screening system, the Software will perform in accordance with the Supplier’s published specification, the Supplier’s Tender and any other relevant documentation existing at the Commencement Date, provided that the Supplier does not guarantee that the Software is free of minor errors not materially affecting such performance;
  9. The Supplier shall within two weeks fromthe Effective Date provide a Service Level Agreement to be agreed by the Council, setting out the level of service to be met or exceeded by the Supplier in the provision of the Services, (including provision for disaster recovery and business continuity services), from the Commencement Date, including resolution times and an appropriate failure compensation and/or service credit mechanism where such service levels are not met.

Service Implementation

* 1. The Supplier shall within two weeksof the Effective Date provide an Implementation Plan to be agreed by the Council which shall be sufficiently detailed as is necessary to manage the implementation of the Leicestershire Registration Service website.
  2. The Supplier shall be responsible for the timely implementation of the Leicestershire Registration Service website to ensure that from the Commencement Date the Supplier is able to provide the maintenance and support services all:  
     1. in accordance with the Specification and any other requirements of this Contract; and
     2. in a manner that maintains the continuity of service to the Council.

Testing

* 1. The supplier shall within 1 month of the Effective Date provide a Test Plan [to be agreed by the Council, which shall be sufficiently detailed as is necessary to enable different testing activities to be undertaken, including the preparation and agreement of the test success criteria, test strategy, test plans, and test specification or as otherwise may be agreed.
  2. The Council will issue a Test Certificate when a deliverable satisfies the test success criteria for the test related to that deliverable, and where all deliverables have been successfully implemented and accepted the Council shall deliver a Final Acceptance Test Certificate.

THE SUPPLIER’S OBLIGATIONS

* 1. The Supplier shall:
     1. supply the Services described in the Specification to the Contract Standard with reasonable and proper skill care and diligence and shall possess (and ensure its staff and sub-contractors possess) such qualifications, skills and experience as are necessary for the proper supply of the Services, with the utmost good faith and to the performance requirements set out in the Specification and Contract Standard, in accordance with best professional practice, the written instructions of and, subject as aforesaid, to the satisfaction of the relevant Contract Manager and to such individual timescale or timescales as may be specifically prescribed or otherwise with all due diligence;
     2. forthwith comply with any and all written instructions issued to it by the Council in respect of any matter relating to the supply of the Services in respect of which the relevant Contract Manager is empowered to issue instructions, save that:  
        1. where, subject to the detailed requirements of the Specification, such instruction is one requiring a variation within the meaning of Condition 12, the relevant Contract Manager shall comply with the provisions of Condition 12; and/or
        2. where such instructions cannot be complied with by reason of Act of God or Force Majeure (which shall include acts of government, fire, tempest, acts or war and related matters which are both beyond the control of the Supplier and are such that the Supplier with the application of all due diligence and foresight could not prevent) which causes the cessation of or substantial interference with the duty of the Supplier to perform its obligations under the Contract shall be suspended until such circumstances have ceased.
     3. inform the Contract Manager promptly and confirm in writing if the Supplier is unable or fails to supply the Services or any part thereof, or if the Supplier is aware of anything of whatever nature and whether or not the result of any act or omission on the part of the Council which prevents or hinders or which may prevent or hinder the Supplier from complying with the Contract giving details of the circumstances, reasons and likely duration. The provision of information under this Condition shall not in any way release or excuse the Supplier from any of its obligations under the Contract;
     4. as may be necessary describe, co-operate, liaise with, and co-ordinate its activities with those of any other supplier or sub-contractor employed directly or indirectly by the Council to carry out the Contract in harmony with no detriment to any other service provided by or on behalf of or to the Council. If the Supplier defaults in complying or fails to comply with this Condition then any costs, expenses, liabilities, or damages incurred by the Council as a consequence thereof, including the reasonable cost of the time spent by its officers as a result of the default or failure, may be deducted from any sums due or to become due to the Supplier under this Contract or shall be recoverable from the Supplier by the Council as a debt;
     5. at all times allocate sufficient resources to provide the Services in accordance with the terms of this Contract;
     6. obtain and maintain throughout the Contract Period , all the consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable the provision of the Services;
     7. provide to the Council’s other suppliers as are notified to the Supplier periodically, such reasonable co-operation, information (including any documentation), advice and assistance in connection with the Services to enable any such person to create and maintain technical or organisational interfaces with the Services;
     8. supply the Council with such assistance as the Council may reasonably require during the Contract Period in respect of the supply of the Services;
     9. ensure all personnel used to provide the Services will be fully vetted (including where required by law enhanced Criminal Records Bureaux checks) in accordance with good industry practice and shall ensure full compliance with any statutory, regulatory or otherwise safeguarding requirements where the Services involve vulnerable persons and/or children.
  2. Any instruction to provide the requirements of the Contract or any part thereof to the Contract Standard shall not be held to be a variation within Condition 12 or otherwise.

THE SUPPLIER’S PERSONNEL

* 1. The Supplier shall employ sufficient managers and appropriate personnel to ensure that the Services are provided at all times and in all respects in accordance with the Contract (including during holidays or absence through sickness or otherwise). The Council shall be entitled to request the removal of the Supplier’s staff from delivery of the Services and the Supplier shall comply with any such request.
  2. The Supplier shall appoint a contract representative (“Contract Representative”) who shall be ***[insert name of representative]*** or such other person or persons nominated in writing by the Supplier from time to time to act in the name of the Supplier for the purposes of the Contract or any constituent part thereof.
  3. The Supplier shall ensure that such persons are properly and sufficiently instructed and supervised.
  4. The Supplier shall operate policies on personnel matters for both staff and volunteers. These should include appropriate arrangements for safe recruitment processes, checks for suitability, levels of qualification, and/or experience for specific posts, training and development and supervisory, disciplinary and grievance procedures.

ACHIEVEMENT OF CONTRACT STANDARD

* 1. Without prejudice to each and every remedy of the Council in the event of a failure of the Supplier to provide the Services in accordance with the terms of the Contract, the Supplier shall at all times during the performance of the Contract supply the Services in accordance with the Specification and to the Contract Standard.
  2. The Supplier shall as soon as reasonably practicable provide the Contract Manager with any information relating to the performance of the Contract which he may reasonably request.

SUSPENSION AND RECTIFICATION

* 1. Notwithstanding any other provision within the Contract, where in the Council’s opinion the Supplier has in any respect failed to meet the Contract Standard or where the continuing provision of the Services represents a risk to any person or property and/or the Supplier is in any way in breach of any of its obligations under the Contract, the Council shall be entitled to suspend delivery of the Services immediately and without liability to the Supplier (including without obligation to pay the Supplier) until such matters raising the need for suspension of the Services have been resolved to the Council’s satisfaction.
  2. Where the Council believes that the Supplier is not performing the Contract to the Contract Standard it may (without prejudice to the Council’s other rights under the Contract) require the Supplier to prepare a rectification plan (the “Rectification Plan”) which shall be provided to the Council within fourteen (14) days of its request and which will set out the manner in which the Supplier intends to return the delivery of the Service to the Contract Standard and the timeframe for doing so. The Council shall be entitled to make reasonable amendments to any Rectification Plan so submitted by the Supplier.
  3. Where the matters leading to the suspension of Services pursuant to Condition 11.1 cannot be or are not resolved to the Council’s satisfaction within twenty one (21) days of the suspension taking place or where the Supplier has failed to comply in any respect with a Rectification Plan prepared pursuant to Condition 7A.2 (as may have been amended by the Council), the Council shall be entitled to terminate the Contract with immediate effect without any further liability to the Supplier.

VARIATIONS

* 1. The Contract Manager may, at any time, by written notice, request the Supplier to make any reasonable alteration to the Contract (a ‘Variation’). In the event of a Variation being required, the Council shall instruct the Supplier to state in writing its ability to meet the requirements of the Variation and the effect such Variation will have on the cost of the Contract. The Supplier shall respond within fourteen (14) days from receipt of the relevant Contract Manager’s instructions or such other period as may be agreed.

CONFIDENTIALITY

* 1. Except to the extent permitted by this Condition 13 or where disclosure is permitted elsewhere in this Contract, each party shall not, without written consent of the other, make use of for its own purposes or disclose to any person (except as may be required by law, or any employees of either party directly involved in the Services), any information marked confidential information in any material provided by one party to the other party pursuant to the Contract.
  2. For the purposes of Condition 13.1, the parties agree that information is not confidential if:
     1. It is or becomes public knowledge other than as a direct or indirect result of the information being disclosed in breach of the Contract; or
     2. The information came from a source not connected with the Contract and that source is not under any obligation of confidence in respect of the information; or
     3. The information was known by the other party before the date of the Contract and that other party was not under any obligation of confidence in respect of the information; or
     4. A party is required by law to disclose it including any requirements for disclosure under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004, subject to Condition 38.2; or
     5. The parties agree in writing that it is not confidential.

HEALTH AND SAFETY

* 1. The Supplier shall at all times comply with the requirements of the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1999 (including the provision of the supply of copies of its risk assessments under these Regulations when requested by the Council), and all other Acts, Regulations, Orders, rules of law or Codes of Practice pertaining to health and safety.
  2. The Supplier shall, so far as the same may impact on the Council, adopt safe methods of work in order to protect the health and safety of its own employees and, to the extent applicable, the employees of the Council and all other persons (including members of the public).
  3. The Supplier shall indemnify the Council for any loss, costs or damage caused for breach of this Condition.

EQUAL OPPORTUNITIES

* 1. The Supplier shall not unlawfully discriminate either directly or indirectly on such grounds as age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sex or sexual orientation and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Equality Act 2006, the Equality Act 2010, the Human Rights Act 1998 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.

OBSERVANCE OF STATUTORY AND OTHER REQUIREMENTS

* 1. The Supplier shall comply with all statutory and other provisions to be observed and performed in connection with this Contract and shall indemnify the Council against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach of the Supplier of this Condition.

AGENCY

* 1. The Supplier shall not in any circumstances hold itself out as being the servant or agent of the Council otherwise than in circumstances expressly or impliedly permitted by the Contract.
  2. The Supplier shall not in any circumstances hold itself out as being authorised to enter into any contract on behalf of the Council or in any other way to bind the Council to the performance, variation, release or discharge of any obligation otherwise than in circumstances expressly or impliedly permitted by the Contract.
  3. The Supplier shall not in any circumstances hold itself out as having the power to make, vary, discharge or waive any Bylaw or Regulation of any kind.

GRATUITIES

* 1. The Supplier shall not, whether itself or by any partner or by any person employed by it to supply the Services, solicit or accept any gratuity, tip or any other form of money taking or reward, collection or charge for the supply of the Services other than any charges properly approved by the Council in accordance with the provisions of the Contract.

INDEMNITY AND INSURANCE

* 1. Subject to Conditions 19.5 and 19.6 the Supplier shall be liable for and shall fully indemnify the Council, their officers, employees, agents and other suppliers against all liabilities, damages, costs, losses, claims, demands and proceedings whatsoever, whether in contract, tort or otherwise arising out of or in the course of or in connection with the Contract, directly or indirectly from any negligence, negligent act, negligent omission, default or breach of duty on the part of the Supplier, or the breach by the Supplier of any provision of the Contract . For the avoidance of doubt:
     1. The Supplier’s liability to indemnify the Council pursuant to this Condition on account of loss of or damage to any property or data of any nature whatsoever includes a liability to reimburse to the Council all costs and expenses reasonably incurred by the Council in the reinstatement or replacement of such property and/or data.
     2. The Supplier’s liability and indemnity arising under this Condition shall be without prejudice to any other right or remedy available to the Council.
  2. The Supplier shall insure with a reputable insurance company against all loss of and damage to property and data and death of or injury to persons arising out of its obligations under the Contract and against all actions, claims, demands, costs, charges and expenses in respect thereof.
  3. In addition to the above indemnities and any insurance required by law, the Supplier shall maintain Public/Third Party Liability Insurance of no less than £10 million (ten Million Pounds) in value for any one occurrence, Employer’s Liability Insurance of no less than £10 million (£10 million pounds) in value in respect of any single claim or series of claims made in respect of any incident, and Professional Indemnity insurance of no less than £2 million (two million pounds) in value where the Services include the provision of advice.
  4. The Supplier shall supply to the Council on request copies of all insurance policies, cover notes, premium receipts, advice and other documents necessary to establish compliance with this Condition 19.
  5. Subject to Condition 19.6 and any other express Condition in this Contract, in no event shall one party be liable to the other party for:
     1. any loss (whether direct or indirect) of profits;
     2. any loss (whether direct or indirect) of anticipated savings;
     3. any loss (whether direct or indirect) of goodwill or injury to reputation;
     4. any loss (whether direct or indirect) of business opportunity;
     5. indirect, consequential or special loss or damage,

in each case arising out of or in connection with this Contract (including as a

result of breach of contract, negligence or any other tort, under statute

(excluding the Data Protection Act 1998) or otherwise, and regardless whether the other party knew or had reason to know of the possibility of the loss, injury or damage in question.

* 1. Nothing in this Contract shall exclude, limit or restrict the Supplier’s liability to the Council for:
     1. fraud or fraudulent misrepresentation or any breach of Condition 28 (Improper Inducement or Reward);
     2. death or personal injury resulting from the Supplier’s negligence (or the negligence of the Supplier’s officer’s agents or employees);
     3. any other matter in respect of which liability cannot by law be limited or excluded.

INTELLECTUAL PROPERTY

* 1. The Supplier warrants and undertakes that:
     1. it has and will continue to have all necessary rights in and to the Software or any third party software made available by the Supplier to the Council necessary to perform the Supplier’s obligations under this contract; and
     2. the Services or use of them will not infringe any intellectual property right, including any patent, registered design trademark or copyright or other protected right; and
     3. the Supplier shall fully indemnify the Council against any action, claim or demand costs or expenses arising from or incurred by reason of any infringement or alleged infringement of any such right.
  2. All intellectual property introduced in connection with this Contract shall remain the property of the introducing party. Unless otherwise agreed in writing, any intellectual property created pursuant to this Contract shall vest in the Council.

LICENCES

* 1. The Supplier hereby grants, or shall **procure** the direct grant from any third party, to the Council of a perpetual royalty free, irrevocable and non-exclusive licence of the Software, and shall allow the Council to use the Software for any purpose relating to the exercise of its business, functions of the Council, receipt of the Services or that is incidental to the exercise of the rights granted to the Council under this Contract.
  2. The licence granted at Condition 21.1 includes the right to sub-licence to a third party provided that:
     1. the sub-licence only authorises the third party to use the licensed Software for the benefit of the Council for any purpose relating to the receipt of the Services or that is incidental to the exercise of the rights granted to the Council under this Contract; and
     2. the third party has entered into a confidentiality undertaking with the Council.
  3. The Supplier hereby grants to the Council a non-exclusive licence to copy any documentation as is required to be supplied by the Supplier to the Council under this Contract.

THIRD PARTY SOFTWARE

* 1. Where the Supplier acts as the supplier of all aspects of the Software regardless of whether they or a third party produces each constituent part of the Software, the Supplier shall pay all third party bills within 10 working days of receiving such monies from the Council and shall provide the Council with full documentation relating to such payments upon request.
  2. Where the Software uses software supplied by a third party, the Supplier undertakes to maintain the Software at supported levels of such software from time to time in existence at all times regardless of whether the Supplier supplies such software or not.

PAYMENT

* 1. The payments under this Contract shall be calculated in accordance with the Pricing Schedule.
  2. Following acceptance in accordance with Condition 7, the Supplier shall be entitled to claim payment of those charges specified in the Contract Documents as due on acceptance of the relevant deliverable/milestone.
  3. Subject to clause 23.4 all undisputed charges due under this Contract shall be paid in arrears and within 30 days from receipt of an undisputed valid invoice from the Supplier.
  4. All undisputed annual costs including maintenance, support and software upgrade charges shall be payable annually and in advance subject to satisfactory completion of any testing (as may be required), and within 30 days of receipt of an undisputed valid invoice from the Supplier.
  5. All payments shall be made using the Bankers Automated Clearing System (BACS).
  6. Where the Supplier enters into a Sub-Contract with a supplier or contractor for the purpose of performing its obligations under this Contract, it shall include in that Sub-Contract:

1. Provisions that have the same effect as Condition 23.3 and 23.4 above; and
2. A provision requiring the supplier or contractor to that Sub-Contract to include in any Sub-Contract it enters into provisions that have the same effect as Condition 23.3 and 23.4 above.
   1. The Council shall only pay VAT where a valid VAT invoice has been received.

FINANCIAL MANAGEMENT

* 1. The Supplier shall adhere to standard accounting practices and will allow reasonable inspection of financial records and minute books by officers of the Council if requested. The parties agree that any officer or appointed officer shall not be a competitor of the Supplier.

PRICES AND RATES

* 1. The VAT exclusive prices and rates shall be as stated in the Pricing Schedule.
  2. Unless agreed in writing by the Council, the Council shall not be liable for the cost of any work done or time spent or expense incurred in excess of that provided for by this Contract.

ASSIGNMENT AND SUB-CONTRACTING

* 1. The Supplier shall not transfer, assign or sub-contract directly or indirectly to any person the whole or any portion of the Contract without the prior written permission of the Council. The Supplier shall be responsible for the observance of all the provisions of the Contract by all sub-contractors.

LEGAL PROCEEDINGS

* 1. Immediately upon becoming aware of the same, the Supplier shall notify the Council of any accident, damage or breach of any statutory provision relating in any way to the provision of or connected with the Contract and where requested to do so by the Council shall assist the Council with any legal proceedings or internal hearings giving evidence or providing documentation as necessary.

IMPROPER INDUCEMENT OR REWARD

* 1. The Council may terminate this Contract and recover all its loss from the Supplier if the Supplier, its employees or anyone acting on the Supplier’s behalf do any of the following things:
     1. offer, give or agree to give to anyone any personal inducement or reward in respect of this or any other Council contract (even if the Supplier does not know what has been done); or
     2. commit an offence under the Bribery Act 2010 or Section 117(2) of the Local Government Act 1972; or
     3. commit any fraud in connection with this or any other Council contract whether alone or in conjunction with Council members, contractors or employees.
  2. Any Condition limiting the Supplier’s liability shall not apply to Condition 28.1.

TERMINATION

* 1. The Council shall be entitled to terminate the Contract at any time by giving 3 months notice in writing to the Supplier.
  2. The Council may (without prejudice to any other rights or remedies under the Contract including other rights to terminate the Contract) terminate the Contract immediately (by giving written notice) if the Supplier:
     1. breaches or fails to observe any provision of this Contract, where the Council has given written notice of the breach or non-observance to the Supplier allowing 14 days from receipt of the notice to rectify the breach or non-observance and the breach or non-observance is not rectified (either fully or at all) in that time;
     2. becomes insolvent or bankrupt or if an order is made or a resolution is passed for its winding up or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Supplier’s assets or business or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt;
     3. the Supplier has committed a fundamental breach of the Contract which in the Council’s reasonable opinion justifies immediate termination of the Contract; or
     4. as otherwise provided for in these Conditions.
  3. Any termination of the Contract by the Council will be without prejudice to the rights of the Council in respect of any prior breach by the Supplier of the Contract.
  4. The Supplier may terminate this Contract with immediate effect by giving notice in writing to the Council if the Council fails to make payment in full of any of the Supplier’s undisputed invoices within 45 days of receipt of the Suppliers invoice.

CONSEQUENCES OF TERMINATION

* 1. With the exception of termination pursuant to Condition 29.1, the Council upon termination of the Contract shall be entitled to employ and pay other persons to provide and complete the provisions of the Contract and to recover any monies paid in doing so from the Supplier.
  2. Where following expiry or earlier determination of the Contract, provision of the supply of Services is to transfer to another supplier, the Supplier shall assist the Council in all respects with such transfer including, but not limited to, providing the Council with any information required to enable compliance with the Transfer of Undertakings (Protection of Employment) Regulations 2006
  3. Within 6 weeks of the expiry or earlier determination of the Contract the Supplier shall repay to the Council any amount paid to the Supplier that has not been spent as at the date of expiry or termination of the Contract in supplying the Services.

RECOVERY OF SUMS DUE TO THE COUNCIL

* 1. The Council reserves its right at Common Law and in Equity to set off against their indebtedness to the Supplier any debt owed to it by the Supplier and any liability, damage, loss, costs, charges and expenses which it has incurred in consequence of any breach by the Supplier of this Contract or any other contract.

WHOLE CONTRACT

* 1. The Contract constitutes the whole agreement and understanding of the parties as to the subject matter hereof and there are no prior or contemporaneous agreements between the parties with respect thereto.

NOTICES

* 1. Any demand, notice or other communication required to be given hereunder shall be sufficiently served if served personally on the addressee or if sent by prepaid first class recorded delivery post to the last known address of the party to be served therewith and if so sent shall, subject to proof to the contrary, be deemed to have been received by the addressee on the second business day after the date of posting.

WAIVER

* 1. The failure of the Council to insist upon strict performance of any provision of the Contract or the failure of the Council to exercise any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by this Contract.

DISPUTES

* 1. Any disputes arising which cannot be resolved at an operational level within 14 days of written notification shall be escalated to a senior manager in each organisation who will attempt to resolve the dispute in good faith or if unable to be resolved within 21 days following escalation may be referred by either party to arbitration.
  2. Where a matter is referred to arbitration it shall be referred to a single arbitrator to be agreed between the parties or failing such agreement within fourteen (14) days to be nominated by the British Chartered Institute of Arbitrators in accordance with the Arbitration Act 1996 (as amended). Unless otherwise agreed in writing the costs of arbitration shall be shared evenly and the decision of the arbitrator shall be final and binding on both parties.

FORCE MAJEURE

* 1. Neither party shall be liable in respect of any breach of the Contract due to any cause beyond its reasonable control (a “Force Majeure Event”) including, but not limited to, Act of God, flood, lightning or fire; industrial action or lockouts; pandemic; the act or omission of Government; war, military operations or riot.
  2. A party affected by a Force Majeure Event shall inform the other party as soon as practicably possible of the circumstances involved and the likely timeframe for resolution. Should the Force Majeure Event not be resolved within thirty (30) days of notification, the other party shall be entitled to terminate the contract by notice in writing.

SEVERABILITY

* 1. If any provision of the Contract is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remaining provisions shall continue in full force and effect.

OMBUDSMAN INVESTIGATION, FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION

* 1. The Supplier acknowledges that the Council is subject to the powers of the Local Government Ombudsman (the “Ombudsman”) and has obligations under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004. The Supplier shall comply with all requests made by the Council and within the timescales stipulated by the Council as necessary (including but not limited to providing requested documentation and making staff available to be interviewed) to allow the Council to meet its legal obligations.
  2. The Council shall be responsible for determining in its absolute and sole discretion and notwithstanding any other provision in this Contract whether any exemption including the exemption for commercially sensitive information or any other information is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations.
  3. The Supplier acknowledges that the Council may, acting in accordance with the Department for Constitutional Affairs’ Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 (“the Code”) be obliged under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 to disclose information concerning the Supplier, the Contract or the Services:
     1. in certain circumstances without consulting the Supplier; or
     2. following consultation with the Supplier and having taken their views into account;

provided always that where 38.3.1 applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier’s attention after any such disclosure.

* 1. The Supplier acknowledges that any commercially sensitive information identified in these Contract Documents is of indicative value only and that the Council may be obliged to disclose it.

Data Protection

* 1. The Supplier shall (and shall procure that any of its staff or sub-contractors involved in the provision of the Contract) comply with any notification requirements under the Data Protection Act 1998 (the “DPA”) and both parties will duly observe all their obligations under the DPA which arise in connection with the Contract.
  2. Notwithstanding the general obligation in Condition 39.1, where the Supplier is processing personal data (as defined by the DPA) as part of the Services, the Supplier shall ensure:
     1. it shall process personal data only in accordance with instructions from the Council and in accordance with this Contract; and
     2. it has in place appropriate technical and organisational security measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data; and
     3. it shall process the personal data only to the extent, and in such manner as is necessary for the provision of the Services or as is required by law or regulatory body; and
     4. it shall comply at all times with the DPA and all other relevant data protection legislation, regulation or otherwise and shall not perform its obligations under this Contract in such a way as to cause the Council to breach any of its applicable obligations under the data protection legislation; and
     5. it shall not process or otherwise transfer any personal data outside of the European Economic Area.

SUPPLIER WHISTLEBLOWING

* 1. The Supplier shall comply with the Council’s whistle blowing procedures which ensure that employees of the Supplier are able to bring to the attention of a relevant authority malpractice, fraud and breach of the law on the part of the Supplier or any sub-contractor without fear of disciplinary and other retribution of discriminatory action.
  2. The Supplier will ensure the dissemination of the Council's [‘Supplier Whistleblowing Policy' (Word Document)](http://website/supplier_whistleblowing_policy__emc_.doc) among all current and future employees and sub-contractors who have an active involvement in contracts for the Council, and any other employees as appropriate.

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ENVIRONMENTAL REQUIREMENTS

* 1. The Supplier shall perform the Contract in accordance with the Council’s environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
  2. All costs associated with the Supplier’s compliance with the requirements of clause 34.1 shall be deemed to be included in the Contract Price and the Council shall not be liable for any additional costs other than those already set out in the Pricing Schedule.

BUSINESS CONTINUITY

* 1. The Supplier will maintain in place throughout the Contract Period business continuity arrangements and will review those arrangements at appropriate intervals and if necessary update them, so as to ensure as far as reasonably practical that in the event of unexpected circumstances, either within or external to the Supplier’s organisation, delivery of the Services to the Council is subject to a minimum of disruption.

SECURITY

* 1. The Supplier shall produce withintwo weeks from the Effective Date a detailed security plan for approval by the Council.
  2. The Supplier shall comply, and shall procure the compliance of the Supplier personnel, with the approved security plan.

AMENDMENTS

* 1. The Contract may be amended by agreement between the parties but no amendment to the Contract shall be binding unless it is recorded in writing and signed by a duly authorised representative of each party.

EXIT MANAGEMENT

* 1. The Supplier and the Council shall co-operate in good faith the strategic exit from this Contract, and the Supplier shall ensure the orderly transition of the Services from the Supplier to the Council and/or any replacement supplier in the event of termination or expiry of this Contract.

DATA

* 1. In the event of termination or expiry, the Supplier shall cease to use all Council data (including management information and any other information, records and documents) and, at the direction of the Council shall return to the Council a complete and uncorrupted version of the Council data (including management information and any other information, records and documents) held in electronic form or otherwise, in the formats and on media agreed with the Council and at no cost to the Council, and upon receipt of the Council’s written instructions shall destroy all copies of the Council’s data (including management information and any other information, records and documents).

CONTRACT MANAGEMENT

* 1. The Supplier shall be required to attend Contract Management meetings on a periodic basis as defined by the Council to ensure review of Performance of the Contract.
  2. The Supplier will provide management Information on periodic basis at appropriate intervals relative to all activity undertaken by the supplier.

***2.9 CONTRACT CONDITIONS ACCEPTANCE***

Contract for provision of Leicestershire Registration Service website.

**To Leicestershire County Council**

In response to the Request for Quotations for the provision of Leicestershire Registration Service website dated [Insert Date], I/We, the undersigned, confirm that in submitting a tender against this contract that I/We

1. undertake that this offer shall remain valid and open for acceptance for a period of 90 days from the date of submission unless specifically withdrawn in writing.
2. understand that the Council is not bound to accept any offer it receives.
3. certify that I/We have not done, and I/We will not, at any time before the notification of tender results, do any of the following:
   1. Communicate to any person other than the person calling for the tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender is necessary to obtain insurance premium quotations required for the preparation of the tender;
   2. Enter into any agreement or arrangement with any person that he/she shall refrain from tendering or as to the amount of any tender to be submitted;
   3. Offer to pay or give or agree to pay any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to this or any other tender or proposed tender for the said work any act or thing of the sort described above. In the context of this clause the word ‘person’ includes any persons and anybody or association, corporate or unincorporate; and ‘any agreement or arrangement’ includes any such transaction, formal or informal, and whether legally binding or not.
4. contract and agree, on the acceptance of this tender, in whole or part, to perform the services detailed in the Specification, at the prices and terms quoted, and in accordance with the terms and conditions of the Contract.
5. accept the terms and conditions of the Contract set out in this Request for Quotations, to which this tender is my/our response, and I/we undertake to perform any contract awarded as a result of this tender in strict conformity with those terms and conditions.
6. understand that my/our responses to the questions posed in this Request for Quotations including any explicit or reasonably implied undertakings, will form part of any contract subsequently entered into between myself/ourselves and Leicestershire County Council.
7. confirm that if our tender is accepted we will, if required, upon demand:
   * + 1. Produce evidence that all relevant insurances and compliance certificates with relevant legislation and policy are held and in force;
       2. Sign a formal contract document if required;
8. agree that unless and until a Contract is prepared and executed, this tender, together with your written acceptance thereof, shall constitute a binding contract between us.
9. certify that the information supplied is accurate to the best of my/our knowledge and I/we accept the conditions and undertakings requested in this Request for Quotations. I/We understand that false information could result in my/our exclusion from further participation in this and future tender processes.

Signature ...............................................................

## *Duly authorised agent of the Supplier*

(Electronic/typed signatures are acceptable)

Position held ...............................................................

Name and Address ...............................................................

of Supplier

...............................................................

...............................................................

...............................................................

Dated ...............................................................

It must be clearly shown whether the Supplier is a Limited Company, Corporation, Partnership, or Single Individual, trading in his own or another name, and also if the person signing is not the actual Tenderer, the capacity in which he signs or is employed.

This section gives you the flexibility to supplement your proposal with additional/special terms. Terms which alter the underlying commercial parameters of the contractual relationship or change the contract scope in a material or substantial way will not be accepted. The final decision as to the whether additional/amended terms are permitted will remain with the Council. The types of amendments that the Council is likely to accept may include specific licence requirements. The final decision as to whether an amendment of the term may constitute a material change and is therefore unacceptable will lie with the Council.

**[Click here to enter text]**

* 1. ***CONTACT DETAILS***

Name of person to whom any queries relating   
to this enquiry should be addressed

**[Click here to enter text]**

**[Click here to enter text]**

Telephone

**[Click here to enter text]**

E-mail

**[Click here to enter text]**

Organisation name

Address

**[Click here to enter text]**

**END OF DOCUMENT**

1. The European Commission defines an SME as an enterprise which employs fewer than 250 persons and which has an annual turnover not exceeding EUR 50million and/or an annual balance sheet total not exceeding EUR 43million. [↑](#footnote-ref-1)