**Leicester City Council**



**Invitation to Tender**

**CORPORATE WELLBEING SERVICE - Employee Assistance Programme**

**Ref PAN2729**

1st December 2022 to 30th November 2025   
extendable until 30th November 2027

Three years with an option to extend for up to a further two years

Tenders must be uploaded no later than

**12 noon on Monday 12th September 2022**

|  |
| --- |
| **PART ONE**   * **Introduction** * **Instructions to Suppliers** * **Specification** * **Conditions of Contract/TUPE Questionnaire** |

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**PART ONE**

1. **INTRODUCTION**

## Introduction

Leicester City Council invites tenders for the provision of :

Employee Assistance Programme

The Authority’s priorities include improving the health and wellbeing of its workforce. The corporate wellbeing service forms part of the wellbeing strategy and attendance management strategy which are beneficial initiatives, which will help us achieve our goals as an organisation.

The Authority wishes to ensure that its procurement opportunities are open to small and micro local enterprises and voluntary and community sector organisations as it appreciates the very important role they play in the local economy. Tenders from these organisations are particularly welcomed.

This Invitation to Tender document, its appendices and all other documentation issued to suppliers sets out details of the Authority’s requirements and how to submit your Tender. Please ensure you read it carefully, however, should you need any further information please see section 2.6 below on how to raise questions during the Tender period.

## Service Background

Leicester City Council has a contract in place for corporate health:

Employee Assistance Programme (EAP).

This contracts is due to expire in December 2022.

The proposed Contract will be for three years with an option to extend for up to a further two years. It is anticipated to award to one supplier.

## Overview of Requirement

Potential suppliers are therefore invited to bid for the service:

**Employee Assistance Programme (EAP)**

The Employee Assistance Programme (EAP) services that are required can broadly be described as a combination of telephone-based and face-to-face counselling; together with other ad-hoc and tailored services including post-trauma and critical incident support, mediation, and health promotion. These can be provided on a group or individual basis.

An essential feature to the success of the EAP is the confidence that employees have in the service being provided.

The aim of the EAP is to:

• Provide timely psychological support to employees who are experiencing stress or distress, in order to prevent further deterioration of symptoms and adversely impact performance.

• Contribute to the return to work of staff whose psychological health has resulted in absence from work.

• Effectively manage critical incidents and provide appropriate support to employees affected.

The objectives are to:

• Provide professional, short-term, confidential counselling, via the telephone and face-to-face, to all Leicester City Council employees within scope of the contract.

• Provide post trauma support to employees including debriefing as appropriate.

• Offer mediation or conflict resolution.

• Contribute to organisational policy and practice in critical incident management.

• Contribute to the psychological health and wellbeing for our employees.

## Key Contractual Considerations

The Authority proposes to enter into a contract for the aforementioned for a maximum period of three years with an option to extend for up to a further two years.

The contract covers all non-school employees i.e. Authority employees. However, schools within the Leicester City boundary can each exercise an option to buy into the services.

## TUPE

It is the Authority’s preliminary view that Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended by the Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014 may not apply. However, Suppliers will need to reach their own conclusion as to whether or not TUPE applies and not place any reliance upon the Authority’s preliminary view. Suppliers are strongly advised that they should seek independent professional advice on the consequences for them about TUPE and pensions if they are the successful Suppliers and the TUPE Regulations do apply.

For this purpose, the Authority has obtained from the existing service providers details about the staff that these existing service providers say perform the service which is the subject of this Invitation to Tender. Schedules of information will be made available to Suppliers once the Confidentiality Agreement has been signed and returned.

The Authority is not in a position to warrant the accuracy of the information provided by the existing service providers. Suppliers are reminded that this information is provided on a strictly confidential basis and for the purpose of submitting this Tender only.

## Living Wage

Leicester City Council is a Living Wage (LW) Employer, accredited by the Living Wage Foundation (LWF). As part of our commitment to the payment of the LWF’s LW rate, the Contract includes a Living Wage clause. Please refer to the Conditions of Contract (section 5).

This LWF LW rate (currently £9.90) is calculated according to the cost of living in the UK and reviewed annually. As an accredited employer we pay our direct employees the current Living Wage rate. For further information, please see the [Living Wage Foundation](http://www.livingwage.org.uk/) website.

Please note: The LWF LW is different to the National Living Wage (NLW) which is the compulsory government hourly rate (currently £9.50) for all staff aged 25 and over.

Employers can benefit from paying the LWF LW in numerous ways, such as seeing improved productivity, greater staff retention, lower training costs as well as reputational benefits.

In line with its policy, the Authority is committed to incorporating the LWF Living Wage as part of its core values and requires the LWF LW rate to be paid to staff working on the Contract, where applicable. (Please see criteria below).

Criteria for the LWF Living Wage:

Staff (other than apprentices or interns) are eligible to receive the Living Wage if they:

* Are aged 18 or over;
* Are either contracted or sub-contracted by you; and,
* Provide a service to or on behalf of the Authority involving two or more hours of work in any given day in a week, for eight or more consecutive weeks in a year on:
* The Authority's premises; and/or;
* Property owned or occupied by the Authority (including where the Authority is a tenant and is provided building-related services through a Lease); and/or
* Land which the Authority is responsible for maintaining or on which it is required to work.

All qualifying staff must be paid at least the current LWF Living Wage rate of £9.90 per hour and this must also be updated annually in line with any increase in the Living Wage rate, as calculated by the Living Wage Foundation.

Although the payment of the LWF Living Wage is not part of the selection criteria, it will be considered and required as part of the Contract, as per the Authority’s Living Wage commitment.

## Social Value

Like other big cities, Leicester faces challenges to deliver economic growth and new jobs, improve its environment and support people in its communities to be better educated, healthier and happier. Leicester City Council cannot do it alone and we know we are by no means the only organisation that cares about the city. We know that caring about our city, our citizens and our communities is not just the preserve of the public sector but of every person who lives here and of every business which trades in the city.

We do business with and procure from a great many organisations; from large infrastructure works to care contracts, from multinationals to local charities. The range of the Authority’s responsibilities is vast and the range of what we buy and who we buy from reflects this. We spend more than £300 million annually on goods and services, using over 4,000 different suppliers.

Social Value within procurement is the additional benefit generated by a contract, beyond its primary purpose to address these challenges. We have adopted a [Social Value Charter](http://www.leicester.gov.uk/businesswithus) which sets out our strategy. We have also developed a guide for suppliers and contractors, “Delivering Social Value in Leicester”, included with these procurement documents. The guide set out how we want you to use your finances, skills, assets, and time to help us in our seven key challenge areas:

* employment (working conditions);
* local economy;
* children and young people;
* adults;
* health;
* communities; and
* the city environment.

The guide provides practical advice on delivering social value and contains details of our nominated delivery partners who can match you to recipients for your social value offer and make the delivery of social value straightforward. The social benefits that are unlocked through these mechanisms will contribute towards making Leicester a better place to live, work and further develop community confidence and pride.

We have carefully considered what social value may be reasonable for us to require/expect of you as part of this contract and included these in the Specification and Quality Questions.

We ask you to be creative and innovative in your consideration of social value and to work with us to help the City over and above the core delivery of the contract requirements. Social Value is important to us and it could be a significant factor in this procurement process. We welcome your response

## Procurement Timetable

The table below sets out the indicative timetable for this procurement process. In the event of change, suppliers will be notified.

| **Activity** | **Date** |
| --- | --- |
| Contract opportunity advertised and ITT published | 28 July 2022 |
| Deadline for clarification questions | 1 September 2022 |
| **Supplier Question responses uploaded** | 5 September 2022 |
| **Deadline for upload of Tenders** | **12 September 2022** |
| Tenders evaluated by | 30 September 2022 |
| Award decision approved and communicated to Tenderers | 7 October 2022 |
| Standstill starts | 7 October 2022 |
| End of Standstill Period and award decision confirmed | 17 October 2022 |
| TUPE consultation (if required) | 7 October 2022 |
| Mobilisation / pre contract meeting | 17 October 2022 |
| Works / Service commencement | 1 December 2022 |

1. **INSTRUCTIONS TO SUPPLIERS**

## Definitions

Throughout the ITT the following definitions will apply:

* “Authority”, “we”, “us”, and “our” mean Leicester City Council.
* “Contract” means the binding legal agreement(s) for the Services created following the award process set out in section 2.11 on the basis of the ITT and the Supplier’s Tender.
* "Services" means the services to be undertaken/provided/supplied as described in the Specification.
* “ITT” means this Invitation to Tender document and all associated Appendices and other documents issued to Suppliers, normally via upload to the EastMids Tenders portal before the Tender Return Date.
* “Specification” means the detailed requirement for Services set out in section 3 of the ITT.
* “Supplier”, "you”, and “your” mean the body completing these questions and submitting a tender i.e. the legal entity responsible for the information provided and is intended to cover any economic operator as defined by the [Public Contracts Regulations 2015](http://www.legislation.gov.uk/uksi/2015/102/contents/made) and could be a registered company; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
* “Tender” means the response to the ITT, including all associated documents uploaded to EastMids Tenders portal by the Supplier in advance of the Tender Return Date.
* “Tender Period” means from the date of advertising or issue of the ITT (whichever is the earlier) to the Tender Return Date.
* "Tender Return Date" means the date/time indicated on the cover page (or as amended by the Authority and communicated to Suppliers via the EastMids Tenders portal) by which date Tenders must be uploaded.

In the ITT, unless explicitly stated otherwise:

* words in the singular include the plural and words in the plural include the singular;
* references to appendices refer to the appendices to the ITT;
* references to staff include all employees (including part-time staff, trainees, volunteers, and apprentices) and those of sub-contractors;
* references to any law, statute or other similar instrument shall be construed as a reference to the law, statute, or instrument as amended by any subsequent law, statute, or instrument as subsequently amended or re-enacted.

## Process

The procurement process is being undertaken as a one-stage Open Tender process. This means any Supplier may submit a Tender as set out in the ITT.

The successful Supplier’s Tender will form part of the Contract.

This procurement process will be carried out in accordance with the Authority’s Contract Procedure Rules, part 4G of [the Authority’s Constitution](http://www.leicester.gov.uk/your-council/how-we-work/our-constitution). You must submit your Tender in accordance with and subject to the terms of these instructions and as set out elsewhere in the ITT. Tenders not complying with any mandatory requirement (where the word “shall” or “must” is used) may be rejected.

## Instructions

Please read all the sections of the ITT carefully to fully understand the requirements.

Please do not make any changes or deletions to the ITT. Only complete the boxes asking for your responses. Any changes or deletions made to the ITT will be disregarded and will not form part of the Contract.

Please complete section 6 accurately, concisely and in the format provided. Please supply all the required supplementary information, clearly labelled, and cross-referenced to the relevant question. Please ensure that all questions are completed in full, and in the format requested. Failure to respond to any question will result in your submission being disqualified. If the question does not apply to you, please state clearly ‘N/A’ and explain why you consider it does not apply. Please upload all documents that comprise your Tender separately and do not embed documents in your Tender.

Any stated word limits are provided as guidance only as an indication of the length of response the Authority expects to provide a good quality but concise answer. Should you need to provide additional appendices in response to the questions, these should be numbered and cross-referenced specifically and clearly. A template for providing additional information is provided at Appendix 1. Do not return generic documents without clearly cross-referencing to specific sections of them in response to the particular questions in the ITT. Any such documents will be disregarded.

Tenders (including supporting documents) must be completed in English.

## Bidding Model (Consortia and Sub-contracting)

The Authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the Authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The Authority will make a revised assessment of the submission based on the updated information.

For Part 1 and Part 2 every organisation that is being relied on to meet the selection criteria must complete and submit the self-declaration.

For answers to Part 3 - If you are tendering on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/or any sub-contractors, providing one composite response and declaration.

Where a Supplier relies on the capacities of other entities in establishing that it meets the Authority's minimum requirements of economic and financial standing, the Authority may require the Supplier and those other entities to be jointly liable for the execution of the Contract.

## Procurement eTendering Portal

The Authority is using the [EastMidsTenders](https://www.eastmidstenders.org/procontract/emp/supplier.nsf/frm_home?openForm) portal to conduct this exercise. The use of this system allows a full audit trail of communication with Suppliers to ensure fair treatment. It also maintains full confidentiality of Tenders until the Tender Return Date.

If you require assistance in using the [EastMidsTenders](https://www.eastmidstenders.org/procontract/emp/supplier.nsf/frm_home?openForm) portal please read the [reference guides](https://www.eastmidstenders.org/procontract/emp/supplier.nsf/frm_home?openForm) available on the portal. If after reading these [reference guides](https://www.eastmidstenders.org/procontract/emp/supplier.nsf/frm_home?openForm) you are still unable to resolve your issue and require support please contact EastMids Tenders Technical Support by email: [procontractsuppliers@proactis.com](mailto:procontractsuppliers@proactis.com); telephone: 0330 005 0352 (lines open from 8.30am - 5pm Monday to Friday, excluding English public holidays).

Please note the Technical Support Team will not be able to answer any contract opportunity specific enquiries.

If you experience any technical difficulties when uploading your Tender, please also notify the Procuring Officer in the following section. Please ensure this notification is made in good time (e.g. not the last few minutes) before the closing date/time.

## Questions during the Tender Period

A clarification question and answer process will operate during the Tender Period as explained below. The objective of the clarification process is to give Suppliers the opportunity to submit questions to the Authority where they require clarification on the information contained in the ITT, or where the Supplier believes the Specification and/or terms of the Contract render the Supplier’s intended Tender unworkable. You should submit any clarification questions via the [EastMidsTenders](https://www.eastmidstenders.org/procontract/emp/supplier.nsf/frm_home?openForm) portal by the deadline indicated in the procurement timetable.

In order to treat Suppliers fairly, the Authority will provide an anonymised copy of any appropriate/relevant clarification questions received and the answers to those questions, to all Suppliers via the [EastMidsTenders](https://www.eastmidstenders.org/procontract/emp/supplier.nsf/frm_home?openForm) portal. Where a question is raised which is specific to one Supplier or may reveal commercially sensitive information to other Suppliers if published to all Suppliers, the Authority may, at its discretion, respond directly to the Supplier raising the question only.

If for any reason, it is not possible to raise a question or view previous answers via the [EastMidsTenders](https://www.eastmidstenders.org/procontract/emp/supplier.nsf/frm_home?openForm) portal, Suppliers should contact the Procuring Officer for support.

|  |  |
| --- | --- |
| **Name:** | John Morgan  Senior Procurement Officer |
| **Tel:** | 0116 454 0347 |
| **Email:** | John.morgan@leicester.gov.uk |

Any responses to questions not raised via the [EastMidsTenders](https://www.eastmidstenders.org/procontract/emp/supplier.nsf/frm_home?openForm) portal will be formally answered via the portal and Suppliers must not rely on any other communication from the Authority. The Authority will not respond to any clarification questions received by any other method, to any other e-mail address or in any other format.

Should Suppliers wish to provide any innovative solutions which are beneficial but beyond what has been specified they should raise this during the clarification period using the clarification question and answer process described above. Should Suppliers have any concerns about the Conditions of Contract proposed they should raise this during the clarification period using the clarification question and answer process described above.

## Tender Return

Your Tender must be returned via the [EastMidsTenders](https://www.eastmidstenders.org/procontract/emp/supplier.nsf/frm_home?openForm) portal only. Please do not submit hard copies of your Tender. You must have fully uploaded and submitted your Tender by 12 noon on the Tender Return Date as stated on the cover page.

Please ensure that you allow yourself plenty of time when uploading your Tender as this may take some time. You are advised not to leave uploading your Tender to the last few minutes.

## Tender Evaluation

Any Tender that is accepted will be awarded on the basis of the Most Economically Advantageous Tender. Evaluation will use a 60% quality and 40% price weighting.

The evaluation will comprise Four stages:

* Stage 1: Evaluation of the Selection Questionnaire;
* Stage 2: Evaluation of IT related technical
* Stage 3: Evaluation of the Quality Section;
* Stage 4: Evaluation of Price.

As described below, it is anticipated that these stages will be considered sequentially (though they may in practice be, at least in part, conducted at the same time). However, when there is a clear fail evident in a later stage from the outset, the Authority reserves the right not to complete the evaluation of earlier stages for that Tender where it is clear the outcome of the process will not be affected.

## Stage 1: Evaluation of Selection Questionnaire Potential Supplier Information and Exclusion Grounds: Parts 1 and 2.

The standard Selection Questionnaire (SQ) is a self-declaration, made by you, that you do not meet any of the grounds for exclusion. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusion grounds. Consequently, we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example, these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration). A fail from any organisation required to submit Part 1 and Part 2 will lead to a fail for the whole group submission.

1. **Selection Questions: Part 3**

If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay, we reserve the right to amend the Contract award decision and award to the next compliant Supplier.

1. **Evaluation**

The table below sets out how each question will be evaluated.

| **Question Number** | **Scoring Criteria** | **How scored** | | |
| --- | --- | --- | --- | --- |
|  | **ORGANISATION DETAILS** | | | |
| 1.1 | Potential Supplier Information provided | Not scored | | |
| 1.2 | Bidding Model provided | Not scored | | |
| 1.3 | Contact Details provided | Not scored | | |
|  | **GROUNDS FOR MANDATORY EXCLUSION** | | | |
| 2.1 | All ‘No’ = Pass, Any ‘Yes’ = Potential Fail\* | Pass/Fail | | |
| 2.2 | Please see below | Not scored | | |
| 2.3 | ‘No’ = Pass, ‘Yes’ = Potential Fail\* | Pass/Fail | | |
|  | **GROUNDS FOR DISCRETIONARY EXCLUSION** | | | |
| 3.1 | All ‘No’ = Pass, Any ‘Yes’ = Potential Fail\* | Pass/Fail | | |
| 3.2 | Please see below | Not scored | | |
|  | **ECONOMIC AND FINANCIAL STANDING** | | | |
| 4.1 | Answered  Please see section 2.9.2 below | Pass/Fail | | |
| 4.2 | ‘Yes’ = Pass, ‘No’ = Potential Fail\*  Please see section 2.9.2 below | Pass/Fail | | |
| 4.3 | ‘Yes’ = Pass, ‘No’ = Potential Fail | Pass/Fail | | |
| 4.4 | Yes’ = Pass, ‘No’ = Potential Fail | Pass/Fail | | |
|  | **PARENT COMPANY** | | | |
| 5.1-5.3 | The Authority may use the responses to these questions and information referred to in consideration of the Supplier’s economic and financial standing as per section 2.9.2 below. | | Not scored |
|  | **RELEVANT EXPERIENCE AND CONTRACT EXAMPLES** | | | |
| 6.1 & 6.3 | The Authority will use the information from these questions including any references received to verify that the Supplier has a proven track record of successfully delivering services similar to those in this Contract. | Pass/Fail | | |
| 6.2 | Where sub-contracting is proposed, compliance with Prompt Payment Code and monitoring/passing down of requirements included elsewhere in the Selection Questionnaire demonstrated = Pass. Otherwise = Potential Fail  Where sub-contracting is not proposed = Pass | Pass/Fail | | |
|  | **MODERN SLAVERY ACT 2015** | | | |
| 7.1 | Answered | Not Scored | | |
| 7.2 | ‘Yes’ = Pass, ‘No’ = Potential Fail\* | Pass/Fail | | |
|  | **INSURANCE** | | | |
| 8.1 | ‘Yes’ = Pass, ‘No’ = Potential Fail\* | Pass/Fail | | |
|  | **HEALTH & SAFETY** | | | |
| 9.1 | ‘Yes’ = Pass, ‘No’ = Potential Fail\* | Pass/Fail | | |
| 9.2 | ‘No’ = Pass, ‘Yes’ = Potential Fail\* | Pass/Fail | | |
| 9.3 | ‘Yes’ = Pass, ‘No’ = Potential Fail\*  If not proposing to sub-contract = Pass | Pass/Fail | | |
|  | **BUSINESS CONTINUITY** | | | |
| 10.1 | ‘Yes’ = Pass, ‘No’ = Potential Fail\* | Pass/Fail | | |
|  | **DATA PROTECTION & INFORMATION GOVERNANCE** | | | |
| 11.1 | ‘Yes’ = Pass, ‘No’ = Potential Fail\* | Pass/Fail | | |
| 11.2 | ‘Yes’ = Pass, ‘No’ = Potential Fail\* | Pass/Fail | | |

The answers which lead to a ‘Potential Fail’ have been coloured in red in the Selection Questionnaire. If you select a red answer you must provide additional information. The additional information should include a summary of the circumstances and any remedial action that has been taken. In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has (as appropriate):

* paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
* clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and/or
* taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The Authority will consider this, including where necessary seeking further clarification from the Supplier, and may pass any Supplier where it feels the response satisfies any concerns raised by the “Potential Fail” response as to the Supplier’s suitability and ability to deliver the Services as required by the Contract taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the Authority does not consider the response to satisfy the concerns raised by the “Potential Fail”, the Tender will fail against the criterion in question, be rejected and the Supplier shall be given a statement of the reasons for that decision. Where the Supplier will not be successful due to other criteria/scores, the Authority reserves the right not to consider/reach a decision on a Potential Fail as it will not impact the outcome of the procurement process.

The Authority will normally request reasonable written evidence from the highest scoring Supplier(s) to verify some or all of the responses to the Selection Questionnaire prior to Contract award but reserves the right not to do so. Please only provide the information upon request. Failure to provide satisfactory information when requested may lead to the Tender being rejected.

1. **Changes to SQ Response after the Tender Return Date**

If changes subsequently occur in relation to the statements set out in the response to the Selection Questionnaire, the Supplier must promptly notify the Authority of them using the [EastMidsTenders](https://www.eastmidstenders.org/procontract/emp/supplier.nsf/frm_home?openForm) portal. The Authority reserves the right to disqualify any Tenderer that fails to duly notify the Authority. Tenderers are also reminded of the exclusion grounds that apply to the procurement process at all times. Any change in the eligibility of a Tenderer must be notified immediately to the Authority in writing and may result in that Tenderer being disqualified from any further participation in the procurement process.

### Financial Assessment

In response to question 4.1, if there is no requirement for your organisation to have your accounts audited, you may supply unaudited accounts if audited accounts are not available along with the explanation as to why your accounts are not required to be audited.

The Authority sets out below its requirements for Suppliers in terms of financial and economic standing:

The table at the end of this section sets out the requirements that should be met and confirmed in response to question 4.2 of the SQ. For any statement not true, you must use the template at Appendix 1 to provide an explanation of the circumstance and/or any mitigating action and/or additional guarantees offered to provide the Authority with assurance of your ability to deliver the Contract (linked with response to question 5.1 to 5.3 where applicable).

The Authority intends to run (where available) a Limited Company Creditsafe report and consider the score and risk level to assess the Supplier’s economic and financial standing. Where the Limited Company Creditsafe report gives the Supplier a score of 50 or less (moderate, high or very high risk of failing in the next 12 months) or any one or more of the criteria in the table below are not met, the Authority reserves the right to seek further information, such as that in question 4.1, on the economic and financial standing of the Supplier to ensure you have the resources and stability to deliver the Contract over its duration. A Supplier will not be failed or rejected without first being given the opportunity to do this and explain any concerns. Where a Limited Company Creditsafe report is not available, the Authority will assess the economic and financial standing of the Supplier based on the information in question 4.1 and any further information the Supplier is able to provide (if necessary) or that is publicly available (e.g. other forms of Creditsafe report).

As part of its overall assessment of a company’s financial standing, the Authority will use an external organisation (Creditsafe) to provide a risk score. The Creditsafe risk score predicts the likelihood of a company failing within the next 12 months. The model which produces the risk score was developed by looking at companies that failed over the last 12 months and assessed the commonalities within these failures. Each one of the 1 to 100 ratings directly correlate to a relational level of risk.

The main areas which Creditsafe assess in determining the risk score are outlined below:

* Financial data: liquidity and leverage ratios, trends in other key financial figures including levels of cash held compared to short term bank borrowings, adequacy of a company’s net worth to all its liabilities;
* Payment performance: describing the late (or not) payment behaviour of a company;
* Industry analysis: looking at the industry the business trades in as certain industries have a greater risk of insolvencies than others;
* Directors: e.g. the difference in the number of directors today and in the past as well as any previous associated failures of a company’s directors;
* County Court Judgments: CCJ’s are a sign of bad debt and can be an indicator of companies struggling financially;
* Ultimate holding company (UHC) performance: for example, if the UHC is creditworthy or is insolvent.

When Creditsafe applies a risk score to a company it first identifies the size of the business based on the criteria set by Companies House. This is so that all companies will be rated on a module which is used for other companies of a similar size.

The Creditsafe risk scores are banded to allow risks to be described in an easily understandable way.

| **Creditsafe Score** | **Risk Band** |
| --- | --- |
| 71-100 | Very Low Risk |
| 51-70 | Low Risk |
| 30-50 | Moderate Risk |
| 1-29 | High Risk |

For more information, please follow this link: <https://www.creditsafe.com/gb/en/scorecard.html>

|  | **Requirements for Question 4.2** |
| --- | --- |
|  | Your turnover for the latest accounts is more than £160k |
|  | Your latest accounts have not been qualified by the auditor or contain an “emphasis of matter” (if they are subject to audit). |
|  | The year-end date of your latest accounts is less than 20 months before the date of completion of this Questionnaire and your company accounts (if required to be submitted to Companies House) are not overdue. |
|  | If you are part of a group of companies, none of the group companies is in, or has a realistic possibility of going into, a Voluntary Creditors’ Arrangement, Administration, a Creditors’ Voluntary Liquidation or Compulsory Liquidation in the next 12 months. |
|  | You have not been refused credit by a supplier or a loan/overdraft facility by a bank or finance company in the last six months. |
|  | You have not been involved in, party to, or the beneficiary of, any major restructuring in the last 12 months. |
|  | Your net worth for the latest accounts (i.e. total assets – excluding any intangible elements, less total liabilities) is positive. |

### Stage 2: Evaluation of IT Related Technical Requirements

The technical related questions will be evaluated and scored separately from the quality section. They will be scored as either a pass or fail.



The table below sets out how each question will be evaluated.

| **Question Number** | **Scoring Criteria** | **How scored** |
| --- | --- | --- |
| **B1** | **TECHNICAL REQUIREMENTS COMPLIANCE** | |
|  | Please provide a statement with evidence in support; that your proposed solution complies with the technical requirements which have been pre-identified as essential for this solution | Pass/Fail |
| **B2** | **REFERENCE ARCHITECTURE** | |
|  | Describe the architecture of your proposed solution and provide any relevant network/deployment diagrams as evidence to support. Such information should include but not be limited to; how it is to be hosted and any specific requirements your system will have in this regard | Pass/Fail |
| **B3** | **BUSINESS CONTINUITY AND DISASTER RECOVERY (BCDR)** | |
|  | Systems must be backed up so that they can be restored in the event of failure or data loss.   The supplier will provide disaster recovery in the event of the following: a power failure to the data centre, a loss of connectivity to the internet, loss of the data centre. | Pass/Fail |
| **B4** | **INCOMPATIBILITY** | |
|  | Describe any areas that your application delivery differs from or is incompatible with any of our Technical Standards detailed in Section 3 and relevant appendices. | Pass/Fail |
| **B5** | **IMPLEMENTATION** | |
|  | Please describe how you are proposing the system will be implemented detailing any assumptions and likely timescales. You must include an estimate on what resources and skills will be required from the council teams; specifically, IT Services and the business and what resources you are contributing as part of your proposal. | Pass/Fail |

Each Technical Standard method statement question has a pass or fail score set. Any Tender not meeting a pass in any of these questions will be rejected and their quality method statements not evaluated.

### Stage 3: Evaluation of Quality Section (Method Statements)

Any Tender that has been rejected in Stage 1 or Stage 2 will not be subject to this Stage 3 evaluation process.

The quality questions will be scored using the marking scheme set out in the table below.

| **UNWEIGHTED SCORE** | **DESCRIPTION** |
| --- | --- |
| 0 | **poor or unsatisfactory** response giving rise to serious concerns about meeting the specification |
| 1 | **weak** response suggesting there are shortcomings of a less serious nature in meeting the specification |
| 2 | **adequate** response suggesting that the specification is likely to be met, albeit only just, or with minor shortcomings that will not be critical to delivery of the service |
| 3 | **good** response giving confidence that the specification will be satisfactorily met in all relevant respects |
| 4 | **very good** response giving a high level of confidence that the specification will be fully met and exceeded, offering added value and further improved outcomes |

Supplier’s responses to questions will be evaluated by the Authority’s Evaluation Panel and a score given for each by a consensus-based score from panel members reflecting their reasoned professional judgement as to the merits of each response.

A minimum quality score threshold of 65% of the maximum quality score has been set. Any Tender not meeting this minimum standard will be rejected.

**Method Statements – Employee Assistance Programme (EAP) – 60%**

| **Question** | **Method Statement** | **Weighting**  **%** |
| --- | --- | --- |
| 1 | **SERVICE DELIVERY** | 6 |
| 1.1 | General Overview | 6 |
| 2 | **ADMINISTRATION OF REFERRALS, APPOINTMENTS ETC** | 11 |
| 2.1 | Initial contact, telephone, and face to face counselling | 7 |
| 2.2 | Mediation | 4 |
| 3 | **ADDITIONAL SERVICES** | 6 |
| 3.1 | Additional Services | 6 |
| 4 | **GENERAL REQUIREMENTS** | 10 |
| 4.1 | General Requirements | 10 |
| 5 | **QUALITY ASSURANCE** | 10 |
| 5.1 | Quality Assurance | 10 |
| 6 | **SUB-CONTRACTORS** | 6 |
| 6.1 | Sub-contractors | 6 |
| 7 | **PLAN OF EXPECTED RESOURCE REQUIREMENTS** | 5 |
| 7.1 | 1. Resources 2. Staffing | 3 |
| 7.2 | 1. Qualifications 2. Competence | 2 |
| 8 | **SOCIAL VALUE** | 6 |
|  | Social Value | 6 |
|  | Total | 60% |

At the end of the evaluation process a weighted score for each method statement will be calculated by applying the formula below:

|  |  |  |
| --- | --- | --- |
| Unweighted Score | x | 60% Weighting |
| Maximum Unweighted Score |

### Stage 4: Evaluation of Pricing Schedule

The Tender with the lowest total price will receive the maximum price score 40%. Any Tender that has been rejected for not meeting the minimum thresholds will not be considered in the Price Evaluation. The Authority reserves the right to reject any Tenders that are abnormally low following due consideration including seeking an explanation from the Supplier.

The total price will be calculated with the following formula:

|  |  |  |
| --- | --- | --- |
| Lowest total price | x | Maximum Price Score (40%) |
| Tender’s total price |
| **Please note only Core prices will be used for evaluation purposes. Any additional services or charges detailed will not be included as part of the price.** | | |

### Completeness of Tender and Clarification

It is the Supplier’s responsibility to ensure that all information is included within their Tender. Evaluation will be based upon the Tender submitted in accordance with the instructions set out above.

The Authority may at its discretion request a Supplier to clarify any of the information within its Tender or provide information to remedy minor omissions (e.g. the odd missing attachment/cross-reference or small part of a question unanswered. The information provided by Suppliers at this stage will be considered by the evaluation panel when scoring/evaluating the Tender. Failure to respond to requests for clarification within the stated deadline may lead to the Tender being rejected or scored unfavourably.

Clarification is not an opportunity to embellish Tenders. In practice, if there are significant omissions (e.g. one or more questions completely unanswered or several missing attachments) the Authority will disqualify and reject the entire Tender. The evaluation panel may choose to not seek clarification if it is clear the response will not impact on the outcome of the evaluation process.

### Total Scores

The total scores obtained by each Supplier for Stage 3 (quality) & Stage 4 (price) will be added together to achieve the Supplier’s overall final evaluation score.

After this process has been complete, the Tender with the highest total score will be deemed to represent the Most Economically Advantageous Tender and be recommended for Contract award.

If two or more Tenders achieve exactly the same total score, the Tender with the highest price score will be deemed to represent the Most Economically Advantageous Tender and be recommended for Contract award.

### Intention to Award

The Authority intends to observe a 10 calendar-day Standstill Period as set out in its Contract Procedure Rules, although the Authority reserves the right not to apply a Standstill Period where it is not obliged to do so.

If the Authority does apply a Standstill Period, it will notify in writing successful and unsuccessful Suppliers of the Authority’s intention to award the Contract. This notification will trigger the start of the Standstill Period. Notification to unsuccessful Suppliers will include information on the characteristics and relative advantages (whilst respecting commercial sensitivity) of the successful Tender(s). Should you wish for further feedback you are welcome to contact the Procuring Officer.

After the Standstill Period, the Authority will again notify all unsuccessful Suppliers of the decision to confirm its intention to award the contract or, in the case of challenge or other reason the Authority sees fit, to take alternative action.

### Award Process

When the Authority has made a final decision to award the Contract (and after the expiry of any Standstill Period), the Authority will notify the successful Supplier(s) of the Authority’s decision to award the Contract.

The Authority will notify unsuccessful Suppliers including information on the characteristics and relative advantages (whilst respecting commercial sensitivity) of the successful Tender(s). Should you wish for further feedback you are welcome to contact the Procuring Officer.

The notification to the successful Supplier will include two copies of the formal contract documents, and request that the Supplier signs and returns these to the Authority. The Authority will then sign/seal the Contract Documents and send one copy back to the Supplier for their records.

Failure by the Supplier to execute a formal Contract within a reasonable time limit (normally 14 days) specified by the Authority shall render the Contract voidable at the option of the Authority. The contract will only take effect when the Contract Documents have been signed by both parties (not on the issue of the letter to the Supplier). Until this point the Authority will not be liable for any cost incurred by the Supplier.

### Conditions of Participation

All information supplied is intended to help you prepare your Tender and you must satisfy yourself of the accuracy of information and requirements. It is your responsibility to ensure that all information is included within your Tender. If a Supplier proposes to enter into a Contract with the Authority, it must rely on its own enquiries and on the terms and conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.

While the information contained in this ITT is believed to be correct at the time of issue, neither the Authority, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Authority. Any liability is hereby expressly excluded, and no costs or expenses incurred for preparing or producing of the Tender will be accepted by the Authority.

Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual arrangement. The Authority reserves the right to amend or adjust the procurement process or to terminate this procurement process at any stage, in which case it will notify all interested parties as soon as it is reasonably able to. The Authority reserves the right to subsequently re-invite tenders on the same or any alternative basis.

All Suppliers undertake to protect and keep confidential all data and information provided and undertake to protect the data and information from unauthorised access and unauthorised use.

Suppliers shall not discuss their Tender (whether made or intended to be made) other than with professional advisers or joint Suppliers/consortium members/sub-contractors who need to be consulted. Under no circumstances are competing Suppliers permitted to communicate or collaborate concerning their Tender. If the Authority discovers evidence of possible collusion or fraud in relation to any one or more separate Tenders/Suppliers, the Authority reserves the right to investigate the issues and take any action the Authority considers appropriate in relation to any suspected collusion/fraud by Suppliers. Such action may include the automatic exclusion of the Supplier(s) from the procurement process and/or reporting the matter to the Competition and Markets Authority.

Suppliers are responsible for ensuring no conflicts of interest exist between themselves, other suppliers, and their advisers. Any Supplier who fails to comply with this requirement may be disqualified from the procurement process at the discretion of the Authority. This responsibility includes ensuring that, if you use a professional bid writer to assist with your Tender, you must seek positive and clear confirmation from them that will not duplicate answers or responses from your Tender or from other Suppliers’ responses in this procurement. If the Authority discovers identical/very similar information within two or more separate Tenders, then the Authority reserves the right to investigate the issues and take any action the Authority considers appropriate in relation to any suspected collusion by Suppliers as stated above.

In submitting your Tender, you undertake that the conditions described in this section have been, or will be, brought to the attention of all consortium members, sub-contractors, and associated companies which are or will be providing services or materials connected with your Tender.

Suppliers are not permitted to make any public announcement about this procurement without prior written approval of the Authority during the procurement process.

Tenders shall not be qualified or accompanied by statements that might be construed as rendering the Tender equivocal.

Any personal data you provide to the Authority will be processed under current data protection legislation as per the Authority’s current Privacy Notice.

When providing details of contracts in answering question 5.1 of the Selection Questionnaire (Relevant Experience and Contract Examples), the Supplier agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.

The Authority reserves the right to contact the named customer contacts in question 5.1 regarding the contracts included in question 5.1. The Authority confirms that it will keep confidential and will not disclose to any third parties (except those contracted to the Authority to support this procurement process) any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the Authority is under a legal or regulatory obligation to make such a disclosure.

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You will be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

### Freedom of Information

The Authority is committed to being open and transparent and meeting its legal responsibilities under the Freedom of Information Act 2000 and Environmental Information Regulations. All information submitted to the Authority may need to be disclosed in response to a request under this legislation. The Authority may also decide to include certain information in the publication scheme which the Authority maintains.

If you consider that any of the information included in your Tender is commercially sensitive, you should identify this, explain any harm that may result from disclosure, and the time period applicable to that sensitivity. Suppliers should be aware that, even where they have indicated that information is commercially sensitive, the Authority might be required to disclose it if a request is received. Any such disclosure would be in line with the legislation and applicable exemptions.

1. **Leicester City Council Technical Standards**

The following summary describes our preferences that will apply to any hosting scenario. The council will consider new and innovative solutions or those that provide strategic value not covered by the details below. The council will estimate the additional costs for infrastructure, security, implementation and support over the lifetime of the project. Any costs relating to this will be considered in the evaluation of the proposal.

The council welcomes technical solutions that are either hosted by the council, by the supplier or by public cloud provider (e.g. Azure, Google or Amazon Cloud), a third party or a hybrid solution between the three.

## On-premise hosting

The council has its own data centre – the following is our supported hosting platform. These requirements are relevant if the council is to host all or part of the system. Full details of platforms we can support are in [Section 3.6](#_Standard_Server_Environment).

## Servers

* The council has standardised on the Microsoft Windows Server 2016 and 2019 platforms for hosting of our virtualised environments with the Hyper Visor running on Hyper Converged Infrastructure platforms
* The council will not host any version of Windows not supported by Microsoft and aims to ensure that all applications are migrated to the latest supported versions of Windows server
* Citrix VDI Desktop is being hosted on Nutanix Acropolis HyperVisor
* All servers are routinely patched with the latest updates
* These environments are replicated to a Disaster Recovery site
* Servers are backed up – contact us for details
* Servers are updated and restarted at least once a month using a WSUS
* Suppliers will need to state CPU, RAM and Storage requirements of their system
* The council utilises F5 for load balancing and proxy server.

## Network

* The council operates from two main host sites; our primary data centre and a Disaster Recovery site. All operational sites connect back via the LCC WAN. Larger sites utilise 100Mb/1000Mb fibre links. Smaller sites have 10Mb/24Mb fibre or ADSL.
* Cabling Standards
  + Category Cabling - LCC make provision for category 6/5 UTP cabling.
  + Fibre – All fibre installations use multi-mode fibre optic cables.
* Network Hardware
  + All Network hardware is based on Cisco. All networking switches have IEEE 802.x and Power over Ethernet (PoE) capabilities where required.
* Internet Connectivity
  + The council maintains at least two high speed connections to the Internet. Connections are Active/Active Load Balanced links and are delivered by two different Service Providers to provide diversity and path resilience.
* Remote Support
  + Remote support is facilitated via a VPN connection.

## Databases

* Microsoft SQL Server is the preferred database for council systems. Currently supported versions are , 2014, 2016 and 2019 – all 64-bit clustered environments.

## Security

The council’s IT security program includes policies, user awareness and training, coupled with strong technical controls on computer and network systems, the associated data, and data transmission. Mechanisms for the proper protection of systems and their associated data follow ISO 27002, BS25999/ISO22301 and PSN compliance. The council’s network is regularly scanned to ensure our PSN and PCI compliance is kept up to date and the relevant networks are secure. Vulnerabilities that are uncovered during these regular scans are remediated at the earliest possible time.

## Environments

The council’s policy is to carry out development and testing and live operation on separate environments. Only server admin staff have access to the live server environments. Development staff will promote their code to test or staging environments from where the Server admin will promote to live following the council’s change control procedure (see [Section 3.8)](#_RFC_(Request_for). Suppliers are expected to facilitate this process.

## Supplier/Cloud hosting requirements

This section is relevant if you will be hosting the service in a data centre you own and manage or where you propose to use a cloud hosting provider for all or part of the solution.

## Hosting Security Standards

Where personal, financial or sensitive information is being stored:

* Hosting data centres must be ISO 27001 certified
* The supplier of the system or Service Provider should be Cyber Essentials Plus certified
* Council data must be kept either physically or logically separate from that of other organisations
* The hosting environment must be regularly independently tested for security vulnerabilities by a recognised organisation. Evidence of the details of the results must be provided to the council
* Any relevant vulnerabilities or incidents must be reported to the council via [ITsecurity@leicester.gov.uk](mailto:ITsecurity@leicester.gov.uk)

## Change Management

The council requires sufficient notice of changes taking place that could impact end users or the service provided. The notice period is proportional to the number of people impacted and the severity of the impact.

## Environments

The council’s policy is to separate development, testing and live operation to ensure adequate change management.

## GDPR

Personal and sensitive data must be stored and transferred within the UK or the European Economic Area (EEA). In the event the EU do not renew the adequacy decisions regarding personal data in 2025 will need to be able to demonstrate you have provisions in place to ensure our data can be retrieved.

## Email

Where emails are being used to deliver council services to the public, cloud hosted solutions should use a sub-domain of Leicester.gov.uk. The council will manage the DNS for this sub domain. To ensure timely and correct configuration of anti-SPAM and other server DNS settings such as DMARC, DKIM and SPF records the supplier must provide the correct details and ensure we are notified of any changes promptly. They must also provide the contact details of relevant technical staff the council can liaise with in the event of any problems.

## Availability

The council uses RapidSpike to monitor hosted applications. Suppliers should have a service level agreement providing 99.8% availability of the application to be used by the council.

## Disaster Recovery

Systems must be backed up so that they can be restored in the event of failure or data loss. The supplier will provide disaster recovery in the event of the following: a power failure to the data centre, a loss of connectivity to the internet, loss of the data centre. If switching to a standby server or data centre - please also describe how long the transfer will take and how long the service would be unavailable if it is not instantaneous.

## Application Standards - relevant to all hosting methods

This section is relevant if an application or software is all or part of your proposed solution.

## User Access Requirements

## Web Access

The preferred method for clients to access applications is using a W3C standards compliant web interface. However, if any software needs to be installed on council devices, it must meet the standards described in [Section 3.7](#_Standard_Client_Environment) of the Technical Standards.

## Accessibility

Web and mobile app interfaces must meet the following standards

* W3C Web Content Accessibility Guidelines 3.2.1, priority AA including embedded media and documents.
* The requirements of the EU Web Accessibility Directive.
* All sites using dynamic content or user interaction should meet WAI-ARIA Guidelines 3.1.1.
* All sites must still be readable and usable with CSS, JavaScript and cookies turned off i.e. in plain text. If the website functionality requires JavaScript to work, then that should be explained in plain text to users with JavaScript disabled. Alternative options or contact details should be provided for users who are unable to use JavaScript.
* We will test sites and will not allow them to go live if they do not meet this standard.
* We expect suppliers will work with the council to keep websites technically compliant when WCAG are updated, as part of the ongoing support and maintenance contract.

## Browser and platform support

For public use – web applications should work in the most recent four major versions of Android, two major versions of iOS and Windows 10. The most recent two major versions of the following browsers should be supported: Chrome, Samsung Internet, Safari and Edge. Ideally, the following browsers could be supported: Internet Explorer, Amazon Silk and Firefox as they are used by a significant portion of the council’s users.

For staff use – applications must have a web browser interface and work on Microsoft Edge (for Windows devices) or the Samsung internet browser (for Samsung Android devices).

## Responsive design

All web applications should be responsive and work well across all device screens and sizes where relevant.

A single adaptive website should be produced that serves all devices and browsers.

## Branding/Look and Feel

**Internal system**

Where possible should have the council's web look and feel.

It is desirable that the system allows for a level of custom branding giving consistency when viewed across the portfolio of internal Council applications.

**Public System**

Any public facing web interfaces must have the council’s web look and feel and that this should be kept up to date: the council has a number of branding kits for the corporate elements of the main website – any customisation of the brand will need to be authorised by the council’s Corporate Communications Team.

We anticipate that the council’s brand will change no more often than once per year. We would expect that the system supplier will implement the changes to be made within two weeks from being supplied with the changes or provide an interface so that the council can apply branding as required. The cost for re-branding should be included in the tender price.

## Mobile/Tablet App

Council staff currently use Samsung phones including the Samsung A32 (latest standard) phone. For tablets there is a combination of Microsoft Surface Go and Samsung Android Galaxy tablets all are currently managed using Microsoft Intune or MaaS 360. See [Section 3.7](#_Standard_Client_Environment) for details. Android Apps for staff must be accessible using the Google Play Store. Suppliers should state in their response if any extra third party software will be required to be installed on council devices other than the standard described in section 3.7.

Apps for public use must be made available in both the Google and Apple Stores. Browser and platform compatibility is the same requirement as for Web Applications – section 3.3.1.3.

## PC Client

The council prefers not to have software (clients) installed on PCs or laptops. If it is necessary to install any software on local devices then it must be compatible with our standard client environment as described in [Section 3.7](#_Standard_Client_Environment). Suppliers should state in their response if any extra third party software will be required to be installed on council devices other than the standard described in section 3.7.

## System Security Standards

The application must not be vulnerable to known security risks – for example those identified by OWASP. Suppliers are expected to test for these and notify the council of any relevant problems. The council will also carry out any necessary testing to ensure that systems are not vulnerable.

All web traffic should be encrypted with appropriate certificates and using TLS 1.2 or higher.

## Control of Technical Vulnerabilities

Applications must be regularly tested for software security following a recognised methodology – such as the OWASP testing guidelines. The testing should be carried out by an independent accredited specialist before the application is operational in a live environment. The results of the testing must be shared with the council (with appropriate redaction) to [itsecurity@leicester.gov.uk](mailto:itsecurity@leicester.gov.uk)

Suppliers must keep systems up to date with security patches and inform the council of any unpatched or unmitigated security vulnerabilities.

## Staff - Single Sign On

All staff (who use an IT system) have an Active Directory account. This should be used for login authentication using SAML2 linking to the council’s Active Directory (on premises synchronised to Azure AD).

The Council currently uses ADFS Authentication for third party application SSO but is looking to move away from this use and is actively deploying Azure Active Directory Authentication. Therefore, the preference is for the use of Azure Active Directory Authentication for SSO where possible.

## Public access

The Council’s aim is for members of the public to have a Single Sign On. The council currently does not utilise Single Sign On for the public but prefers to buy systems that can support OpenID or preferably OAUTH2 to facilitate future requirements.

## Public access - passwords

If SSO isn’t used for public access, or if a web login is an option, systems must have a strong password/pass phrase policy that is compatible with [NCSC guidance](https://www.ncsc.gov.uk/guidance/password-guidance-simplifying-your-approach).

## Passwords

Passwords must be encrypted in storage using appropriate methodology – such as SHA256 encryption using a single use salt. Clear text passwords must not be used.

## Multifactor Authentication

Systems that deal with financial or sensitive information or provide access into the council network from outside, must use Multifactor Authentication or an equivalent compatible with the NCSC guidance.

## Auditing

Systems controlling access to sensitive data or financial records should be capable of logging all actions, searches, additions, updates and deletions that are carried out by users or any automated system processes. The logs should be available for viewing by specified users.

## Interfacing and Interoperability

Any required interfaces will be described in the system specification. However, in general the council’s preferred methodology is to use open interoperability standards and RESTful APIs, managed by BizTalk where necessary. The council maintains a BizTalk environment to facilitate this.

System APIs must be:

* Well documented, publicly available and free to use by the council and other systems used by the council
* Mature – with examples of use by other councils in a similar context (except for innovative solutions)
* Released with a royalty free licence which is irrevocable (subject to terms and conditions)
* System independent.

## Productivity Software

The council uses the Microsoft Office 365 productivity suite and seeks to maximise its investment in this technology. The council has been using Exchange Online since March 2020 for the hosting of all mailboxes.

## Data

## Protection of Data

Systems must allow the council to fulfil the regulatory requirements of GDPR. Where relevant all systems and services should help the council maintain compliance with the following:

* BS25999/ISO22301 (business continuity)
* ISO 15489-1:2016 (records management)
* ISO 27002 (IT security)
* PCI DSS (Payment Card Industry – Data Security Standards)
* PSD2 – Directive (EU) 2015/2366 Payment Services Regulations
* Public Sector Network Certification.

## Master Data Management (MDM)

All systems that use a significant amount of Customer, Staff, Geospatial or Property Data must use the available web services to synchronise with the relevant master data management solution and use these to validate or automate user input.

* GiS data is stored in Oracle Spatial
* Property data is stored in StatMap GMS. Address information must comply with the Local Land and Property Gazetteer which is maintained to current BS7666 standard
* Street /Highway related data likewise must reference the Local Street Gazetteer
* Customer Data is synchronised using VisionWare Multivue
* Staff data is merged and synchronised into a Staff Directory between the HR system, phone directory, Active Directory and the council’s ID card system. A consolidated record is available to internal systems as a web service. The Staff Directory or Active Directory should be used for user data to avoid data duplication.

## Data Quality

Systems must use data entry validation to prevent poor quality data from being entered into the system. For example, by using look-ups to the MDM solutions, not allowing invalid formats for dates and numbers and preventing duplicate record creation. Spatial data entry validation is also preferred, the specifics should be agreed depending on complexity of task and representation required by users.

## Geographic Data

Operational Geographic information should be held in OS British National Grid (EPSG:27700). Where GPS data is to be a system input it should be consumed in WGS84. Systems should be Open Geospatial Consortium compliant and able to consume and output information in open formats i.e. at least Queryable WMS (support GetFeatureInfo) or Web Feature Service. More situation specific data interfaces are negotiable, building from other OGC standards e.g. CityGML or Web Map Tile Service. The property address format must conform to NLPG: 2006 BS7666 and for Leicester City addresses use the LPG UPRN.

Systems should link with (preferred), or use, the address data and UPRN that is held within the council’s local Land and Property Gazetteer.

Street Information format must be referenced by the Leicester City street gazetteer USRN.

## Web Mapping

The council uses StatMap’s Earthlight (Aurora) product to display GI map layers.

Using Google Maps or Bing Maps from a council domain can incur additional costs to the council and should be avoided. OpenStreetMap should be considered where maps need to be incorporated into an application and it does not have an embedded map solution.

## Open Data

Systems must make it easy for the council to publish data as open data sets. In order to do this, the systems must provide the council with access to retrieve all relevant data – ideally via a published REST API. The council has tools to facilitate publishing data on their Open Data platform.

## Reporting/Data Extracts

The Council expects to be able to access all data that belongs to it within the system. In order to export or import data the system must provide APIs or if on-premise the ability to call databases directly. Where significant volumes of data are involved or multiple APIs are required as a single http request, the system must support batch or bulk API endpoints.

In any event the system must ensure that any performance issues such as timeouts, locks and errors are effectively handled when APIs or calls to the database are generated.

Please refer to the Statement of Requirements for specific details of the data that is required.

## Information and Records Management

The system must maintain the data it holds in line with the council's retention schedule, enabling the records lifecycle to be managed. It should be possible to define retention periods and triggers against which to manage the data and documents on the system. There should be functionality to support the disposal or anonymisation of sets of information at the end of their retention period. The current retention schedule can be viewed at <https://www.leicester.gov.uk/your-council/how-we-work/records-retention-and-disposal/> Ideally, where data is being removed a stub will be retained recording the previous existence and managed disposal of those records.

The system should be capable of retaining documents linked to accounts or records.

Systems should facilitate the individual's right to privacy/right to be forgotten.

## Implementation & Support

Suppliers are responsible for implementing and configuring new or replacement systems (whether on-premise or hosted). Where the council is expected to contribute to the configuration of the system this must be clearly stated. If coding is required as part of this or the ongoing development and maintenance of the system – [see Section 3.9](#_Coding_Standards_for) Coding Standards.

Where existing systems are being replaced, suppliers are responsible for translating and migrating data from the old system to the new one. It cannot be assumed that the council will have access to the databases in existing systems or that they will be able to export it in an appropriate format for exporting into the new system.

Any supplier shall work with the council to produce a detailed Implementation Plan for the system, clearly identifying:

* Preparatory work that needs to be undertaken prior to installation of the system
* The requirements and schedule for system installation/interfacing and testing
* The schedule for system configuration
* The schedule for data migration to the system
* The schedule for training and knowledge transfer activities, involving both the end-user and system administrators
* The schedule for user acceptance testing
* Protocols for go live, sign-off and early life support
* Phased sign-off points (milestones).

The supplier's project manager shall be responsible for ensuring that any issues, which are the responsibility of the supplier, are resolved within agreed timescales, and for reporting to the project board on them.

## Testing

Any customisation or configuration must be tested by the council on the system before going live. The preferred model is two rounds of test/fix followed by a period of parallel beta-testing with the intended user-base before going live. Systems with serious faults (where many users cannot carry out their intended tasks) will not be able to go live.

## Performance Acceptance Criteria

The Council will expect the system to be subject to load and stress testing before the system is signed off for production. This will apply in the initial implementation as well as any changes, updates or upgrades that are applied post go-live.

The performance criteria will be measured in the test environment. If no test environment is available, then performance will be measured in the live environment.

As a minimum all applications will be monitored and need to meet a performance goal of 99% of all visible web pages to be available for user response in 5 seconds or less.

For on-premise hosted solutions, the Council will measure the amount of time from the moment that a user sends a request until the time that the application indicates that the request has completed.

For hosted solutions, the Council will expect the supplier to provide details of the performance monitoring that will be carried out. As a minimum the supplier will need to monitor the application’s uptime (to include whether or not the webpage is responding and rendering the correct content). The performance goal of 99% of all visible web pages is to include server uptime, web application and related services, which include, but are not limited to Windows services, web services, APIs and databases. The details of this monitoring should be shared with the Council on request.

The Council and the supplier will agree the activities, Service Credits and targets for performance monitoring on a case by case basis.

## Early life support

Suppliers must provide extra support during the initial stages following going live.

## Ongoing Support

Suppliers must provide clearly defined SLAs. Suppliers may provide costed options for enhanced levels of support. Supplier SLAs must include access arrangements, when the service is available, target times for fault resolution, reporting and escalation arrangements.

Suppliers should demonstrate that they are compliant with Information Technology Infrastructure Library (ITIL) best practice, including showing how they will work effectively with the council should Problem Management be required to address complex issues.

## Payments

All payments must be made using the council’s payment service provider – currently Capita PLC Pay360 (Axis v12). Systems must seamlessly link to these payment applications for all payment channels.

All face-to-face cash, card and online transactions must be processed into LCC income management system Capita AIM through integration with Capita Pay360.

Face-to-face card transactions must be taken through LCCs chip and pin machines provided by Capita. These are currently Verifone VX820 devices but will be replaced by P2Pe compliant Verifone P400.

Online card payments must be taken using integration with Capita’s Smart Gateway payment connector.

Transaction details must be passed through with payments to LCC’s income management system (Capita AIM). As a minimum this will include payment date and time, fund code, tax code, method of payment, gross amount, and any reference numbers entered.

Systems involved in taking payments and any associated payment devices must comply in all respects to the PCI Security Council regulations (see section 3.3.5.1).

## Standard Server Environment

*This section is relevant if any part of the system being supplied is to be deployed onto council servers.*

*Our preference is to virtualise systems/applications using Microsoft Hyper-V Server 2016 virtualisation technology as this reduces the site presence and reduces the carbon footprint within our data centre.*

|  |  |
| --- | --- |
| Item | Standard Specification |
| Virtualisation Vendor | Windows 2016 and 2019 Hyper-V |
| Virtual machine hardware | Dual vCPU  8GB RAM  60GB C: System partition  40GB D: Data Partition |
| Virtual machine O/S | Windows Server 2016 and 2019 |
| Microsoft Active Directory | Windows 2012 R2 Domain Functional Level |
| Microsoft CIFS (Filestore) | NTFS |
| Printing | Windows Print Server |
| Web Server | IIS8 - ASP.net 4.6 |
| Database Server (DB will reside on a corporate SQL cluster with databases and transaction logs kept on separate partitions | SQL Server 2016 Standard Edition and SQL 2019 Enterprise Edition 64 bit clustered |
| Remote Access - Citrix Desktops | XenApp 7.15 LTSR |
| Remote Access - Citrix NetScaler | 11 |
| Remote Access - Mobile | Android with Android Enterprise & Intune Mobile Device Management |
| Remote Access - Support via VPN | LCC Cisco VPN Provision |
| VPN from Workstations | Cisco VPN Client |
| VPN between servers | Site to site VPN tunnelling between concentrator and third-party firewall or VPN concentrator |
| **Backup** |  |
| Windows Servers – physical | Contact us for details |
| Windows Servers – virtual | Contact us for details |
| **Recovery** |  |
| Hyper V (virtual) servers | Contact us for details |
| Physical servers | The equivalent hardware would need to be supplied and in place at the DR site.  Live environments would then be replicated to our DR site. |
| Databases | We will implement an agreed schedule for replication to our DR site |
| Recovery | Phased recovery of applications, in the event of a DR situation, will be in line with the priority requirements detailed within the corporate ICT DR Plan |

## Standard Client Environment for Council Staff

The preferred method for clients to access applications is using a W3C standards compliant web interface. This section is only relevant if any software needs to be installed on council devices.

Windows PC and Laptop environments currently in use:

* Windows 10 64bit 20H2 Enterprise Edition (until end of Microsoft support)
* New Windows 10 versions are deployed within 6 months of availability.
* Windows 10 deployed via Citrix Server or Citrix XenApp.

All of our laptops, Windows tablets and personal computers use Windows 10. Our standard PCs and Laptops have an intel core i3 processor and minimum 4GB Ram (although 0.5 GB may be allocated to the graphics card). Some teams have more powerful devices for specific purposes – such as AutoCad. Software must be compatible with new versions of Windows and other Microsoft products as they are released.

In addition to standard laptops and PCs we also use Virtualised Desktop Infrastructure as follows:

* The Council uses Igel device to deliver VDI endpoints for both Corporate, Corporate Homeworkers and Public Devices in Libraries. An overview of Igel endpoints can be found here [IGEL Workspace Edition](https://www.igel.com/igel-solution-family/igel-workspace-edition/?src=google&med=cpc&gclid=EAIaIQobChMI55Xl9pOI8QIVRxkGAB30BQAQEAAYASADEgJeg_D_BwE)
* Uses can also access the VDI environment by using a browser and connecting to the Citrix environment.
* Homeworkers authenticating to the VDI environment use Freja for two factor authentication.
* The VDI environment uses Igel, Citrix Xendesktop, Nutanix hardware hosted on site at the Councils data centre to deliver the solution.
* Corporate users make use of FSXlogix to store desktop profiles of the VDI Users.
* The Council utilises Citrix WEM in conjunction with Active Directory to deliver applications and desktops to VDI users.
* The VDI solution is used both with office staff and homeworkers. The proposed solution must be able to accommodate these user profiles and be low bandwidth.
* The Councils VDI Nutanix hardware does not incorporate graphic cards. The proposed solution must ensure that any high-resolution requirements such as video are tailored to suit this environment.
* The VDI solution requires the use of Gold Images. To reduce support overheads the solution must not use any 3rd Party software that is more than two releases out of date.
* If specific USB devices or printers are to be used with the solution these will need to be compatible with Citrix Xendesktop and Thin client devices.

Software Installation:

* Client software is deployed using silent installation via Microsoft System Configuration Manager or Windows Store or via Intune. The deployment should be fully automated without any user interaction
* All software must uninstall cleanly
* A version check must recognise whether the specified or later version of software is already installed and move onto the next step accordingly
* All prerequisites should be the latest version or one version behind
* If no previous prerequisites have been installed it must install them as part of the main installation
* Patching of deployed software should not require full uninstallation of previous versions
* File Paths should not be hard coded. Paths should allow user variables such as %Homedrive%
* The local authority is planning to move our users home drives to OneDrive in the future and we may not have a drive mapping to home drive moving ahead. If your solution needs to store data/files to the home drive, then we would expect your solution to also work with OneDrive
* Users do not have elevated permissions on their device
* Software should be compatible user-based deployment
* Software should be compatible with the VDI infrastructure described above.

Security

* Software must not store any data input by users on devices and should be GDPR compliant
* Software security should meet NCSC recommendations
* Where appropriate the software should be PCI Compliant
* The council protects data at rest on all laptops and some desktops using BitLocker
* The use of USB connected devices is controlled through a combination of group policy and additional security software
* If your Software utilises a commercial version of Java, then you must provide a licenced copy as part of your software offering for either or both processor and desktop which match the number of licenced servers and/or users. The Council will not be responsible for licencing this separately. You must also provide a method of downloading the licence copy of Java and any future patches/releases.

Where relevant, software must be compatible with:

* Office 365 Pro Plus (x64) (Semi-annual channel - until end of Microsoft support)
* The latest Office 365 version will be deployed within 6 months of being made available
* Skype Business client 2016 is installed on all Windows 10 devices
* Microsoft Teams and OneDrive.

The council uses Citrix Server and Citrix XenApp, and Citrix XenDesktop version 7.15 cu5 to allow remote working and the delivery of some end user devices, which includes VDI via IGEL terminal. Any peripheral devices will need to be compatible with IGEL and Citrix USB redirection to the VDI Desktop.

Software must maintain compatibility with the latest versions and service packs of any supporting products e.g., Edge, Adobe Reader, and .net framework.

Silverlight and Adobe Flash are not supported.

## Mobile and Tablet Environments

We have a number of legacy devices and environments across the estate. The standard for new devices is as follows:

* Council mobile phone is Samsung Galaxy A32 but various models and sizes are in use depending on the use environment
* Council Windows Tablet: Surface Go
* Council Android tablet: Samsung Galaxy Tablet A7 is standard but various models and sizes are in use depending on the use environment
* Council mobile devices are managed by a combination of MaaS360 for multi-user devices and Microsoft Intune for single user devices.

## RFC (Request for Change) Standards and Guidelines

This section is relevant where the system is to be hosted by LCC and remotely supported by the supplier.

The Council requires that any supplier accessing applications on the LCC network must adhere to our RFC (Request for Change) Standards and Guidelines.

This document sets out the minimum requirements that must be complied with and maintained by the Supplier in order to make changes to the LCC infrastructure, network, systems, applications, servers and / or information.

Planned Changes (Normal Changes)

Planned changes are pre-agreed Changes agreed by both the Council and Supplier to be completed at a specified date and time.

The Supplier will need to provide the following information to the Council before any Change is made:

1. The Council requires sufficient notice to enable a change to take place. The notice required is dependent on the complexity of work undertaken, the risks and number of people affected by the change. Typically, the notice to implement a change is between two and ten working days and has to be agreed with the Council’s Service Transition team
2. A clear description on the purpose of the change
3. Any prerequisite work to be carried by the Council prior to the change taking place
4. What internal testing has been undertaken prior to loading the change into our Production Environment
5. Have you implemented this change before at another customer site?

* Was the change successful?
* What were the risks identified and what was the mitigation against risks?
* Have any issues occurred since applying the change to other sites?

1. Potential impact to other services/solutions e.g. interfaces that may need to be investigated?
2. A detailed implementation plan
3. How long will the change take to implement and if it will require downtime. If it requires downtime, can the change be performed out of hours?
4. How you will verify that the change has been successfully installed
5. Support documentation including updated architecture diagram and database schematics if they have been amended
6. In the event that the Change was unsuccessful:

* Provide details of your back out plan
* Why it could not be implemented and details of next steps.

Unplanned Changes (Emergency Changes)

Unplanned changes are Emergency Changes that are required to be carried out immediately to fix the system as it is unavailable (System Down) or to prevent a System becoming unavailable.

Notify/agree with the Council that an unplanned outage is required urgently to allow communications to be sent to users.

After the Unplanned Change has been implemented, we would expect the Supplier to provide the Council retrospective information on the change that has been applied.

1. A clear description on the changes that were made and why it was required
2. Has there been a similar issue at another site, how was the issue resolved?
3. Confirmation of whether this is a temporary or permanent fix and advice if a further change will be required at a later date
4. Any follow up work that needs to be performed by Leicester Council / Supplier after the event e.g.

* Fix any record corruptions
* Proactive monitoring
* Implementation of manual work around

1. Any preventative measures that could be implemented to help prevent / reduce unplanned outage in the future.

## Coding Standards for Custom Developments

This section is relevant where a solution is being specifically developed for us and the intention is that the council will maintain or adapt it in the long term. It is also relevant where platforms are being provided that are highly configurable or customisable using programming languages and the intention is for the council to carry out this task.

Any development coding required will be described in your system specification documentation. The Council’s preferred methodology is to use .NET Framework. C# is the standard coding language used to develop applications on .Net framework. Application Solutions can be based on/ employ any of the following technologies.

* ASP.NET MVC 5 (or above)
* Web Forms
* ASP.NET Web API 2
* Javascript/Jquery (Suppliers to verify versioning used and supported)
* React.js
* SASS, Bootstrap 4 (or above)
* All solutions to be compiled to minimum .NET version 4.6.2

The Council maintains its own Windows servers environments to facilitate this.

Any Database used by the solution will be described in the system specification. The Council’s preferred methodology is to use Microsoft SQL 2016 R2 or above for any databases used.

The Council currently use Microsoft TFS 2017’ source code repositories.

## For any Solutions Developed:

* The Council expects the software solution to be fully documented.
* All Code should be well presented, tested, debugged and fully commented.
* In the system specification you will confirm your preferred ‘Source Repository’.
* Describe how you intend on exchanging the solution ‘Source Code’, ‘Databases’ and any associated ‘Test Data’ with the Council.
* Describe your testing processes and any standards adopted for change control.
* Describe how the solution will be promoted to live production environments.
* The Council will ‘peer code review’ and ‘fully test the solution’ before signing off.
* Complete ‘end to end’ testing of the solution will be required in all environments, Test, Staging (if applicable) and Live Production environments.
* Describe and confirm how associated ‘Test Data’ will be removed.
* Upon handover of the solution: The Council will retain the ability to update and re-compile / re-deploy the solution.
* Any solutions should be developed with the goal of long term maintainability and upgradability. New solutions should not rely on deprecated  or soon-to-be deprecated technologies.
* Any 3rd party libraries should be:
* Licenced in such a way that the council does not incur additional cost (ie: Google Maps, Google API’s or similar).
* Actively maintained or open source code.
* Easily maintainable code.
* Widely supported such that support is not reliant on specific contractor(s) or vendor(s).
* Client side development should use modern web standards and support all modern PC, tablet and mobile browsers.

## For Developed Reporting Solutions:

* For Reporting Solutions we only accept Python as:
* Python in Jupyter Notebooks
* Python in Power BI.
* We do not support R, Scala or Julia scripts for reporting solutions.
* Versions of Python and Python Libraries (e.g. Pandas, NumPy etc) should meet the supported levels outlined my Microsoft at the time. The versions of python, python libraries and the list of supported libraries in Power BI are updated regularly. Details of supported versions can be found on Microsoft Documents: (<https://docs.microsoft.com/en-gb/power-bi/>)   
  The Council will check for compliance of supported versions.

## Continuous Service Development & Maintenance:

* Suppliers must provide details of how they maintain, patch or update the software solutions giving the anticipated frequency and how they provide major and minor version code releases.
* System upgrades for externally hosted systems should require minimum intervention from LCC to maintain smooth operation.

## Reporting / Power BI

Suppliers should provide details of how you maintain compatibility and compliance with supported versions Microsoft Power BI and Python and Python Libraries (e.g. Pandas, NumPy etc).

Details can be found here on Microsoft Documents: (<https://docs.microsoft.com/en-gb/power-bi/>)

1. **SPECIFICATION AND REQUIREMENT**

## Introduction

The requirement is for the provision of confidential counselling services to Authority employees (and other third parties) covered within the scope of this contract.

The Employee Assistance Programme (EAP) services that are required can broadly be described as a combination of telephone-based and face-to-face counselling; together with other ad-hoc and tailored services including post-trauma and critical incident support on either a group or individual basis and mediation.

An essential feature to the success of the EAP is the confidence that employees have in the service being provided. In this respect, the maintenance of confidentiality of information relating to the employees of the Authority gained in the course of the provision of the EAP is paramount. In addition to the Authority’s own security and confidentiality arrangements the Supplier shall be subject to the provisions of the Data Protection Act 2018, Freedom of Information Act 2000, and Human Rights Act 1998 regarding the protection of information and its disclosure in addition to the Authority’s own security and confidentiality arrangements.

The Authority currently employs an Occupational Health provider and operates a Musculoskeletal Rehabilitation programme utilising the services of professional physiotherapists and rehabilitation therapists. The Supplier will be expected to liaise with these providers where appropriate.

### General Requirements

The Supplier will be expected to work in partnership with Leicester City Council professionals and agencies including Human Resources, Health and Safety, Organisational Development, and Public Health teams.

This specification shall form part of any contract and shall be read and taken in conjunction with the Authority’s Invitation to Tender and terms of Contract for the provision of the Employee Assistance Programme (EAP).

The Supplier shall consult the Authority in good time and before implementation, on any proposed changes in professional practice which may affect the type, number and quality of the services provided and the welfare and wellbeing of the Authority’s employees. The Authority shall reserve the right to refuse to agree to any changes to the contract requirements.

The Supplier should meet workforce diversity needs. For example, by provision of a signer for employees with hearing difficulties; an interpreter if required; or a Counsellor of either gender where requested.

### Usage Data

The following graph shows the number of cases related to the number of total appointments over time. A typical case requires approximately 4.5 appointments on average. At current levels, the telephone service for authority staff (excluding schools) has been accessed approximately 334 times per annum leading to approximately 1400 appointments.

Chart, line chart

Description automatically generated

### Staffing

The Supplier shall employ sufficient suitably qualified persons to provide the professional service and associated administrative support to meet the requirements of this contract. They should be competent, caring, skilled, honest, and experienced, and shall exercise due care and confidentiality in the execution of their duties. Further, the gender mix of these staff should be sufficient to enable any referred employee to be assessed or examined by a clinician or physician of the same sex if they so request it.

Counsellors must be accredited with a professional body such as the British Association of Counsellors and Psychotherapists (BACP) or equivalent and at least two members of the Supplier’s staff used to fulfil this contract will be accredited at senior level.

All counsellors used by the Supplier, whether directly employed or under contract must be Disclosure Barring Service (DBS) checked.

Counsellors and other staff working to provide the service will be expected to receive regular supervision of their practice.

### Accommodation & Access to Services

Suitable, secure accommodation should be provided by the Supplier at its expense at a base (or bases) for confidential face-to-face counselling provision, located in Leicester.

The accommodation should have adequate parking, including disabled parking and the premises should be Equality Act compliant. It should guarantee employees' privacy at all times in order to maintain confidentiality.

### Supplier and Authority Liaison meetings

The Supplier shall be required to liaise with nominated officers of the Authority by means of regular and ad hoc meetings as required.

The Supplier shall provide a nominated Contract Manager to work with the Authority to implement and manage the delivery of the service to include identifying opportunities for continuous improvement.

Meetings between the Supplier and Authority will take place on a quarterly basis, though it is anticipated that more frequent meetings may be required in the early stages of the contract.

### Contract Review and Monitoring

The Supplier shall produce management information, demonstrating performance of the service as detailed in section 4 – Service Levels and Service Credits, on a quarterly and annual basis. This will include analysis of trends and recommended actions.

The management information will be presented at quarterly and annual review meetings. The information provided can be varied by agreement between the Authority and the Supplier, but will initially consist of the following:

* Overall utilisation rate.
* Utilisation rate by Department/Division.
* Breakdown of take up of telephone and face-to-face counselling by Department and Divisions, including schools and non-schools.
* Breakdown by gender.
* Performance against Service Levels.
* Level of Psychological Dysfunction.
* List of presenting issues (Presenting reasons categorised using classification groups to be agreed with the Supplier).
* Overview of additional services provided e.g., post trauma support.
* The number of referrals that are assessed as work related
* percentage of telephone cases go on to face-to-face counselling

All information will be presented in such a way that individual users cannot be identified.

### Promoting the Service

The Supplier should provide proposals on promoting and facilitating access to the service as part of the contract. This should include events to promote the service and the provision of posters and contact cards to the Authority and any other additional promotional strategies or value adds e.g., an EAP website with interactive content and information.

### Service Provision - Core Services

The service should cover a range of emotional health issues. For example (but not limited to), work-related problems; marital/relationship problems; family problems; anxiety/depression; emotional health; mental and physical health; stress; bereavement; addiction, etc.

Access to debt counselling (not financial advice) and legal advice where necessary, but only accessed via the providers’ own counsellors. The nature of the debt and legal advice elements will be those offered by the successful supplier in their methods statements and any subsequent presentation meetings but would be concerned with ‘rights’ type advice (e.g., access rights to children, possible access to legal aid, etc.) and not work-related issues.

Family members will be able to access services in the event of a major trauma/incident involving an LCC employee, subject to agreement with the Authority.

Provision of confidential and speedy problem assessment and identification services to employees with personal issues that affect their performance at work.

Provision for dealing with a caller in crisis e.g., suicidal, self-harm or harm to others

**Initial Contact**

Initial contact will be made through self-referral using a free telephone number (or other suitable access method).

All calls will be received by a counsellor of the standard described in this specification.

Telephone calls to the Supplier may not be limited in length. Employees will be offered a call back where they are calling from a mobile phone or abroad (i.e., situations where the employee is incurring a cost of making the call).

**Telephone Counselling**

Employee access to a confidential telephone counselling line, staffed by professionally qualified counsellors and clinical psychologists.

The telephone counselling line is to be available to all Authority staff, currently 5877.

In addition, a telephone counselling line is required for staff working in city schools supported by the authority.

Current School staffing numbers are 7600. The supplier is to provide pricing for this on a per person basis. Current usage of this service by school staff stands at 1.4% or approx. 105 calls per annum (this is for information only).

Schools have the opportunity to buy in to the service twice per annum, in April & September. Staffing numbers may fluctuate depending on the numbers of schools who contract with LCC to provide their H&S service in any given year. For these users, the authority would require a per head pricing model.

The authority will provide the supplier with up-to-date information on school staffing levels bi annually on 1st April and 1st September.

Access for the telephone counselling line is to be at least 12 hours per day (currently 8.30am to 8.30pm), 365 days per year.

Telephone counsellors to assess the extent of the employees’ issues, offer immediate support or direct the employee to more appropriate sources of support.

**Face to Face Counselling**

Authority employee access (via self-referral route), for to up to a maximum of six confidential face-to-face counselling sessions, (if required), following initial assessment. Any additional sessions after the block of 6 are to be charged on a sessional basis. The supplier is to provide a pricing model for additional counselling sessions over the 6 core sessions.

Before counselling services are offered, an assessment of risk and need must be undertaken. This assessment must take into account the client’s history, previous psychological treatment, current treatment, and prevalent risks. The assessment must be undertaken by an EAP clinician or other suitably qualified means.

The first assessment interview should be made as soon as clinically appropriate and at least within 10 working days from the first phone contact with the Supplier unless the service user requests a later date.

The sessions should enable the employee to address and resolve the issue or give interim support to prevent further deterioration in their health while suitable long-term support is sort.

There will be two routes for schools to opt in to this service:

* + On an individual as and when required basis. The individual school employee will seek authorisation for face-to-face counselling via their manager prior to the first appointment. The supplier will provide a pricing model on a per session basis for school employees.
  + An individual school can purchase an annual subscription to the service allowing any of their employees full access as per central local authority staff

**Post Trauma Support**

As part of this contract, the supplier should outline their arrangements for responding to critical incidents, including debriefing.

Post trauma counselling may be provided on a one-to-one basis or with a group of staff.

Staff within the Children’s Services Department will consider obtaining trauma support through Leicester City Council’s Psychological Services initially, subject to the nature of the incident.

**Management Support**

Ad hoc advice for managers regarding the psychological aspects of managing employees will be provided including group briefing sessions.

The purpose of the management support is to offer manager impartial advice in relation to the emotional and psychological aspects of management. The advice may cover issues (but not limited to) such as bereavement, communication, handling disciplinary issues etc. The service will not be a substitute for in-house legal advice, or Human Resource support.

### Mediation

The Supplier should include face-to-face mediation and the rate for this service is to be priced separately.

Up to ten mediation sessions per annum should be included in the core price.

### Complaints

The Supplier shall operate a complaints procedure and complaints monitoring log whereby all complaints are recorded, reported, and monitored. An anonymised record and analysis of all complaints will be made by the Supplier and included in the quarterly and annual reports, including details of actions taken to rectify complaints when required.

### Evaluation

The Supplier shall propose a customer evaluation process to the Authority, which maintains confidentiality of employees accessing the service.

### Ordering, Invoicing and Payment

Charging for the core services would be on a fixed fee per head basis, for this purpose, the Authority would reconfirm employee numbers with the provider on an annual basis and biannually for schools.

Invoicing would be a single point within the Authority. The Authority’s requirement is for invoicing to be quarterly in arrears (each invoice being for one quarter).

If separate fees are indicated by the Supplier for additional non-core services, separate arrangements for ordering will be agreed with the successful supplier with invoicing quarterly in arrears at the end of the period in which the non-core services were delivered.

The Authority will require the following staffing groups to be covered by the contract.

The numbers of staff in these groups as of 1 February 2022 are:

|  |  |
| --- | --- |
| **Central Services (Authority Staff)** | **Schools Staff** |
| 5877 | 7600 |

The Authority would require the telephone services to be made available to Authority employees based in schools. This would include an opt-in route for face-to-face counselling which requires authorisation from the school’s management before commencement.

Any additional counselling services or other services to schools will be offered via an opt in route which requires authorisation from school management before commencement.

The authority would like to be able to offer the combined telephone service and core 6 counselling sessions as an option to schools who contract via the traded service. The authority would therefore like an EAP+ pricing model to constitute telephone service and 6 counselling sessions on a per head basis.

Individual schools will have the discretion to choose the pricing model that offers most value to them. For this reason, the authority will provide details of those subscribing to telephone only or the EAP+ services to the supplier on a bi-annual basis as described above.

### Service Implementation

The Supplier shall provide implementation support (free of charge) for the Authority, which shall include as a minimum but not limited to:

* A detailed implementation plan, including risks and mitigation, tasks, a timeline, milestones, priorities, and dependencies.
* Work with the Authority to set up systems and processes to support the delivery of the Services.
* Work with the Authority to agree all policies and procedures which are relevant to the Services and develop and execute a training plan for relevant Supplier Personnel.
* A communications strategy to ensure the Authority is kept informed at key stages during the transition of Services.
* Work with the incumbent Suppliers to ensure a seamless transfer and continuity of Services, including the transfer of all relevant medical records and Data: and
* The transfer of all relevant historical medical records onwards to any new Supplier on expiry of contract.

The Supplier shall provide the Authority with a process flow and description of how appropriate Services are managed, from the point of contact through to case management and resolution as part of their implementation plan. These processes shall be approved in advance by the Authority.

The Supplier shall establish a project team, which is responsible for the implementation of the Services.

The Supplier shall appoint a project manager with relevant experience of implementing a project of comparable size and complexity.

The Supplier project manager shall report to the Authority on all aspects of implementation.

1. **SERVICE LEVELS AND SERVICE CREDITS**

**PART A: SERVICE LEVELS AND SERVICE CREDITS**

The Supplier accepts and acknowledges that a Service Level Failure will result in Service Credits being issued to Authority’s in accordance with this Part A of Contract.

### PRINCIPAL POINTS

The objectives of the Service Levels and Service Credits are to:

* ensure that the Services are of a consistently high quality and meet the requirements of the Authority;
* provide a mechanism whereby the Authority can attain meaningful recognition of inconvenience and/or loss resulting from the Supplier’s failure to deliver the level of service for which it has contracted to deliver; and
* incentivise the Supplier to comply with and to expeditiously remedy any failure to comply with the Service Levels.

### SERVICE LEVELS

Annex A to this Part A of this Contract sets out the Service Levels the performance of which the Parties have agreed to measure.

The Supplier shall, at all times, provide the Services in such a manner that a Green Level of service is achieved as specified in the Service Level Table below.

If the level of performance of the Supplier of any element of the provision of the Services during the Contract Period is likely to or fails to meet any Service Level Performance Measure the Supplier shall immediately notify the Authority in writing.

Following an initial bedding in period of 3 months from commencement date, the Authority, in its absolute discretion and without prejudice to any other of its rights howsoever arising, may:

* + require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Authority and to rectify or prevent the failure of the Service Level Performance Measure from taking place or recurring; or
  + if a Service Level Failure has occurred, deduct from the Contract Charges the applicable Service Level Credits payable by the Supplier to the Authority in accordance with this Part A of this Contract; or
  + if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure in accordance with Annex A (Critical Service Level Failure).
  + Approval and implementation by the Authority of any Rectification Plan shall not relieve the Supplier of any continuing responsibility to achieve the Service Levels, or remedy any failure to do so, and no estoppels or waiver shall arise from any such Approval and/or implementation by the Authority.

### SERVICE CREDITS

Annex 1 to this Part A of this Contract sets out the formula used to calculate a Service Credit payable to the Authority as a result of a Service Level Failure in a given service period which, for the purpose of this Contract, shall be a recurrent period as detailed in the table in Annex 1 (the “**Service Period**”).

A “**Service Level Failure**” shall be when any of the following are reported in a Performance Monitoring Report produced in accordance with Part B of this Contract:

* + the Supplier’s performance of a single Service Level is reported as failing to meet the Red Service Level Performance Measure for that Service Level twice or more in any three (3) consecutive Reporting Periods;
  + the Supplier’s performance of a single Service Level is reported as failing to meet the Red Service Level Performance Measure for that Service Level four (4) times or more in any twelve (12) consecutive Reporting Periods;
  + the Supplier’s performance of a single Service Level is reported as failing to meet the Amber Service Level Performance Measure for that Service Level six (6) times or more in any twelve (12) consecutive Reporting Periods.

The Authority shall use the Performance Monitoring Reports supplied by the Supplier under Part B (Performance Monitoring) of this Contract to verify any mitigations, calculations and accuracy of the Service Credits, if any, applicable to each relevant Service Period or Reporting Period.

Where a supplier is claiming a mitigation to a service failure, the supplier must escalate this incident to the Authority within 48hours of it occurring stating the circumstances and reasons why this service failure should be disregarded. This mitigation will then be reviewed at the monthly service review meeting and a decision made as to whether the services failures is to be ignored.

Where a Service Level Failure occurs, the percentage identified as the “Service Credit Payable” for the relevant Service Level Criterion in Annex 1 of Part A of this Contract shall be applied to the Contract Charges for the Service Period in which the Service Level Failure occurs and the resulting amount deducted from the following Contract Charge.

Service Credits are a reduction of the amounts payable in respect of the Services and do not include VAT. The Supplier shall set-off the value of any Service Credits against the invoice for the Month in which the Service Level Failure occurs.

Where an invoice has already been paid for the Service Period in which the Service Credit relates to, this amount shall be deducted from the following months invoice.

**Annex A**

|  |  |  |  |  |  | Service Level | | |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| SLA Num | Service Level Performance Criterion | Description | Reporting Frequency | Service Period | Category | Fail  RED | Warning  AMBER | Pass  GREEN | Service Credit Payable (%) |
| **1** | **Referral Management** | Counselling sessions, where identified as necessary, shall be as soon as clinically appropriate but within 10 working days from first contact with the supplier. | Monthly | Quarterly | Critical Service Level | <85% | >= 85% and < 95% | >=95% | 3% |

**Service Credit Calculation**

Invoice Amount for Service period (A)

Sum of Red (failed) service credit percentages in Service period (B)

Service Credit payable (C)

Formula: A x B=C

Example: Invoice value for period = £45,000 (A)

SLA’s 2,5 & 11 are red = 3%+3%+3% = 9% (B)

Service Credit = £45,000\*9% = £4,050 (C)

1. **CONDITIONS OF CONTRACT**

Conditions of this contract will be as per the document titled PAN2729 Services Agreement.

You are strongly advised to familiarise yourself with these terms and conditions. Any queries should be raised during the clarification period. These conditions are not negotiable post award.

**PART TWO**

1. **SUPPLIER SUITABILITY QUESTIONNAIRE**

**Notes for Completion**

Please ensure that all questions are completed in full and in the format requested. Failure to do so may result in your submission being disqualified. If the question does not apply to you, please state clearly ‘N/A’.

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **PART 1: POTENTIAL SUPPLIER INFORMATION** | | | | | | | | | |
|  | **POTENTIAL SUPPLIER INFORMATION** | | | | | | | | |
|  | Potential Supplier Information | | | | | | | | |
| (a) | Full name of the potential supplier submitting the information | |  | | | | | | |
| (b)(i) | Registered office address (if applicable) | |  | | | | | | |
| (e) | Company registration number (if applicable) | |  | | | | | | |
| (k) | Trading name(s) that will be used if successful in this procurement | |  | | | | | | |
| (l) | Are you a Voluntary Community Social Enterprise (VCSE)? | | | | | | | | Yes  No |
| (m) | Are you a Small, Medium or Micro Enterprise (SME)? | | | Large  Medium | | Small  Micro | | | |
| (o) | Details of immediate parent company:  - Full name of the immediate parent company  - Registered office address (if applicable)  - Registration number (if applicable) | | |  | | | | | |
| (p) | Details of ultimate parent company:  - Full name of the ultimate parent company  - Registered office address (if applicable)  - Registration number (if applicable) | | |  | | | | | |
|  | Bidding Model | | | | | | | | |
| (a)(i). | Are you bidding as the lead contact for a group of economic operators? | | | | | | | | Yes  No |
|  | If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.  If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3. | | | | | | | | |
| (a)(ii) | Name of group of economic operators (if applicable) | |  | | | | | | |
| (a)(iii) | Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure. | |  | | | | | | |
| (b)(i) | Are you or, if applicable, the group of economic operators proposing to use sub-contractors? | | | | | | | | Yes  No |
| (b)(ii) | If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor: we may ask them to complete this form as well. | | | | | | | | Yes  No |
|  | Name | |  | | | | | | |
|  | Registered Address | |  | | | | | | |
|  | Company Registration Number | |  | | | | | | |
|  | The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables | |  | | | | | | |
|  | The approximate % of contractual obligations assigned to each sub-contractor | |  | | | | | | |
|  | Contact Details | | | | | | | | |
| (a) | Contact name | |  | | | | | | |
| (b) | Name of organisation | |  | | | | | | |
| (c) | Role in organisation | |  | | | | | | |
| (d) | Phone number | |  | | | | | | |
| (e) | E-mail address | |  | | | | | | |
| (f) | Postal address | |  | | | | | | |
| **PART 2: EXCLUSION GROUNDS** | | | | | | | | | |
|  | **GROUNDS FOR MANDATORY EXCLUSION** | | | | | | | | |
|  | Regulations 57(1) and (2) | | | | | | | | |
| (a) | The detailed grounds for mandatory exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf). | | | | | | | | |
|  | Participation in a criminal organisation.  If Yes please provide details at 2.1(b) | | | | | | | Yes  No | |
|  | Corruption  If Yes please provide details at 2.1(b) | | | | | | | Yes  No | |
|  | Fraud  If Yes please provide details at 2.1(b) | | | | | | | Yes  No | |
|  | Terrorist offences or offences linked to terrorist activities  If Yes please provide details at 2.1(b) | | | | | | | Yes  No | |
|  | Money laundering or terrorist financing  If Yes please provide details at 2.1(b) | | | | | | | Yes  No | |
|  | Child labour and other forms of trafficking in human beings  If Yes please provide details at 2.1(b) | | | | | | | Yes  No | |
| (b) | If you have answered yes to question 2.1(a), please provide further details:  Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction;  Identity of who has been convicted.  If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. | | | | | | | | |
|  |  | | | | | | | | |
|  | Self-Cleaning | | | | | | | | |
|  | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? | | | | | | | Yes  No | |
|  | Regulation 57(3) | | | | | | | | |
| (a) | Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | | | | | | | Yes  No | |
| (b) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. | | | | | | | | |
|  |  | | | | | | | | |
|  | Please note: The Authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions. | | | | | | | | |
|  | **GROUNDS FOR DISCRETIONARY EXCLUSION** | | | | | | | | |
|  | Regulation 57(8) | | | | | | | | |
|  | The detailed grounds for discretionary exclusion of an organisation are set out on this [web page](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation. | | | | | | | | |
| (a) | Breach of environmental obligations?  If Yes please provide details at 3.2 | | | | | | | Yes  No | |
| (b) | Breach of social obligations?  If Yes please provide details at 3.2 | | | | | | | Yes  No | |
| (c) | Breach of labour law obligations?  If Yes please provide details at 3.2 | | | | | | | Yes  No | |
| (d) | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?  If Yes please provide details at 3.2 | | | | | | | Yes  No | |
| (e) | Guilty of grave professional misconduct?  If Yes please provide details at 3.2 | | | | | | | Yes  No | |
| (f) | Entered into agreements with other economic operators aimed at distorting competition?  If Yes please provide details at 3.2 | | | | | | | Yes  No | |
| (g) | Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?  If Yes please provide details at 3.2 | | | | | | | Yes  No | |
| (h) | Been involved in the preparation of the procurement procedure?  If Yes please provide details at 3.2 | | | | | | | Yes  No | |
| (i) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?  If Yes please provide details at 3.2 | | | | | | | Yes  No | |
| (j) | Please answer the following statements | | | | | | | | |
| (j)(i) | The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria. | | | | | | | Yes  No | |
| (j)(ii) | The organisation has withheld such information. | | | | | | | Yes  No | |
| (j)(iii) | The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015. | | | | | | | Yes  No | |
| (j)(iv) | The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | | | | | | | Yes  No | |
|  | Self-Cleaning | | | | | | | | |
|  | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? | | | | | | | | |
|  |  | | | | | | | | |
| **PART 3: SELECTION QUESTIONS** | | | | | | | | | |
|  | **ECONOMIC AND FINANCIAL STANDING** | | | | | | | | |
|  | Are you able to provide a copy of your audited accounts for the last two years, if requested?  If no, can you provide **one** of the following: | | | | | | | Yes  No | |
| (a) | A statement of the turnover, Profit and Loss Account/ Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation. | | | | | | | Yes  No | |
| (b) | A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. | | | | | | | Yes  No | |
| (c) | Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). | | | | | | | Yes  No | |
|  | Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement (see section 2.9.2 above), please self-certify by answering ‘Yes’ or ‘No’ that you meet the requirements set out. | | | | | | | Yes  No | |
|  | Can you confirm that your organisation does not have arrangements in place that mean it is in breach of the sanctions place against Russia and Russian people and entities as set out in the  [Russia (Sanctions) (EU Exit) Regulations 2019](https://www.legislation.gov.uk/uksi/2019/855/contents/made) (as amended from time to time) and all and any guidance issued pursuant to section 43 of the Sanctions and Anti-Money Laundering Act 2018 by the Secretary of State for Foreign, Commonwealth and Development Affairs | | | | | | | Yes  No | |
|  | In addition to 4.3 can you confirm that you comply with the requirements of the [Russia (Sanctions) (EU Exit) Regulations 2019](https://www.legislation.gov.uk/uksi/2019/855/contents/made) (as amended from time to time) and all and any guidance issued pursuant to section 43 of the Sanctions and Anti-Money Laundering Act 2018 by the Secretary of State for Foreign, Commonwealth and Development Affairs in all other respects? | | | | | | | Yes  No | |
|  | **TECHNICAL AND PROFESSIONAL ABILITY** | | | | | | | | |
|  | Relevant Experience and Contract Examples | | | | | | | | |
|  | Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE), that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.  The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.  Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).  Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.  If you cannot provide examples, see question 5.3. | | | | | | | | |
|  |  | Contract 1 | | | Contract 2 | | Contract 3 | | |
|  | Name of customer organisation |  | | |  | |  | | |
|  | Point of contact in the organisation |  | | |  | |  | | |
|  | Position in the organisation |  | | |  | |  | | |
|  | E-mail address |  | | |  | |  | | |
|  | Description of contract |  | | |  | |  | | |
|  | Contract Start date |  | | |  | |  | | |
|  | Contract completion date |  | | |  | |  | | |
|  | Estimated contract value |  | | |  | |  | | |
|  | Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s).  Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries). | | | | | | | | |
|  |  | | | | | | | | |
|  | If you cannot provide at least one example for question 5.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract. | | | | | | | | |
|  |  | | | | | | | | |
|  | **INSURANCE** | | | | | | | | |
|  | Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:  Employer’s (Compulsory) Liability Insurance = £10m\*  Public Liability Insurance = £5m  Professional Indemnity Insurance = £5m  \*It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders. | | | | | | | | Yes  No |
|  | **HEALTH AND SAFETY** | | | | | | | | |
|  | Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements. | | | | | | | | Yes  No |
|  | Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last three years? | | | | | | | | Yes  No |
|  | If you use Sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | | | | | | | | Yes  No |
|  | **BUSINESS CONTINUITY** | | | | | | | | |
|  | Does your organisation have in place measures that will enable you to maintain your business activities in the event of an emergency situation or unforeseen event? | | | | | | | | Yes  No |
|  | **DATA PROTECTION & INFORMATION GOVERNANCE** | | | | | | | | |
|  | Does your organisation operate a framework of policies, procedures and standards to enable personal information to be kept confidential, protected from loss, theft, damage or destruction and also accessible to those who have a legitimate need to use it? This should typically include:  • evidence of a clear hierarchy responsible for information/data protection within the organisation;  • data protection policy;  • records management policy and retention schedules;  • information and ICT security policies and process for managing information security incidents;  • staff training records and evidence of a process to refresh training regularly;  • guidelines for handling information (clear desk approach, secure offices, storage etc.); and  • any compliance with ISO27001, or equivalent certifications. | | | | | | | | Yes  No |
|  | Please self-certify that prior to Contract award you will have completed the Government’s Cyber Essentials Scheme by undertaking a validated self-assessment of your cyber security system, followed by verification by an Independent Certification Award. | | | | | | | | Yes  No |
|  | **QUALITY ASSURANCE** | | | | | | | | |
|  | Please confirm your organisation applies documented quality management procedures. | | | | | | | | Yes  No |
|  | **SAFEGUARDING** | | | | | | | | |
|  | Does your organisation apply a safeguarding policy? | | | | | | | | Yes  No |
|  | Where work to be undertaken is regulated or controlled under the Safeguarding Vulnerable Groups Act 2006 (SVGA), please confirm:  (a) That you understand and will undertake the relevant responsibilities and duties under the SVGA;  (b) That members of your organisation have not been convicted or been the subject of any adverse finding under any offence under the SVGA;  (c) That you have policies, procedures and conditions in place as part of the employment of persons in regulated work under SVGA;  (i) To make appropriate pre-employment checks;  (ii) To make appropriate checks during employment;  (iii) To monitor anyone subject to any conditions in the conduct of regulated activity;  (d) That you follow the guidance issued by relevant authorities in the management of controlled activity under the SVGA; and  (e) That you will accept and comply with the Authority’s safeguarding requirements pursuant to the Authority’s policies and procedures in relation to safeguarding and the SVGA. | | | | | | | | Yes  No |

1. **QUALITY SECTION (METHOD STATEMENTS)**

## Employee Assistance Programme

## Technical Standards – Employee Assistance Programme

|  |  |  |
| --- | --- | --- |
| **Compliance Statement Weighting – Essential – Pass or Fail Word Count Limit: N/A** | | |
| B1. | | **Technical Requirements Compliance**  Please provide a statement with evidence in support; that your proposed solution complies with the following technical requirements which have been pre-identified as essential for this solution   * 2 Cloud hosting:   + 2.1 hosting data centres must be ISO 27001 certified   + 2.1 the service provider should be Cyber Essentials Plus certified   + 2.1 Council data must be kept separate from that of other organisations   + 2.1 hosting environments must be regularly independently tested for vulnerabilities   + 2.4 data must be stored within the UK or EEA   + 2.6 for any web site elements, confirm your availability * 3 Application standards:   + 3.1 for any web interface, are W3C 2.1, priority AA guidelines met?   + 3.1.4 are web interfaces responsive to device screen sizes?   + 3.2 all web traffic must be encrypted using TLS 1.2 or above   + 3.5 GDPR – records management standards apply   + 3.6 confirm that your solution supports an individual’s right to be forgotten   Further information on each of the above elements can be found in Section 3 Technical Standards.  **Noting any provider must be able to demonstrate their solutions compliance to the statement of requirements in each of the specified areas should they be successful through to presentation stages of the procurement process.** |
| **Response:** | | |
| **Compliance Statement Weighting – Essential – Pass or Fail Word Count Limit: N/A** | | |
| B2. | **Reference Architecture**  Describe the architecture of your proposed solution and provide any relevant network/deployment diagrams as evidence to support. Such information should include but not be limited to; how it is to be hosted and any specific requirements your system will have in this regard. | |
| **Response:** | | |
| **Compliance Statement                Weighting – Essential – Pass or Fail           Word Count Limit: N/A** | | |
| B3. | **Business Continuity and Disaster Recovery (“BCDR”).** Systems must be backed up so that they can be restored in the event of failure or data loss.   The supplier will provide disaster recovery in the event of the following: a power failure to the data centre, a loss of connectivity to the internet, loss of the data centre.   Please confirm that your solution has BCDR in place sufficient to maintain continuity of service. | |
| **Response:** | | |

**The following Technical Method Statements must be answered**

|  |  |
| --- | --- |
| **Method Statement Weighting – Essential – Pass or Fail Word Count Limit: 500 words** | |
| B4. | **Incompatibility**  Describe any areas that your application delivery differs from or is incompatible with any of our Technical Standards detailed in Section 3 and relevant appendices.  **Important Note:** Whilst the Council are prepared to consider any incompatible Standards on these elements, they reserve the right to add any associated costs to your Total Contract Value for doing so. Should these apply the Council will be transparent as part of the evaluation and notify you what the associated costs are in advance of the conclusion of the evaluation period. |
| **Response:** | |
| **Method Statement Weighting – Essential – Pass or Fail Word Count Limit: 500 words** | |
| B5. | **Implementation**  Please describe how you are proposing the system will be implemented detailing any assumptions and likely timescales. You must include an estimate on what resources and skills will be required from the council teams; specifically, IT Services and the business and what resources you are contributing as part of your proposal.  Your response must cover as a minimum the following:   1. Onboarding and configuration   **Important Note:** Should your proposal on implementation denote a significant resource is required by the Council then the Council reserves the right to add any associated costs to your Total Contract Value. Should these apply the Council will be transparent as part of the evaluation and notify you what the associated costs are in advance of the conclusion of the evaluation period. |
| **Response:** | |

## Quality Section – Employee Assistance Programme (EAP) – 60%

The purpose of the Method Statements is to enable us to evaluate your understanding of our requirements and the quality of your methodology for meeting them.

Your Method Statements should describe clearly and concisely how you would provide each of the main requirements laid out in the Specification.

Please refer to 1.3 Overview of the requirement and Section 3 Technical Specification when drafting your responses.

| **Question** | **Method Statement** | **Weighting**  **%** |
| --- | --- | --- |
|  | **SERVICE DELIVERY** | 6 |
| 1 | **General Overview:** Please describe the scope of the services you will provide in support of this contract, highlighting any specific benefits or features which you believe your organisation can offer Leicester City Council. | 6 |
|  | **SUPPLIER’S DETAILED RESPONSE/EVIDENCE** |  |
| 2 | **ADMINISTRATION OF REFERRALS, APPOINTMENTS, ETC.** | 11 |
| 2.1 | **Administration of Referrals, Appointments, etc:** Please provide details of how you will provide these services with particular reference to:  **Initial Contact & Telephone Counselling:** Please describe how you will provide a telephone service and how initial enquiries will be dealt with e.g. debt counselling, legal advice, bereavement, addiction etc. | 7 |
|  | **Face to Face Counselling:** Please provide examples of when face to face counselling would be appropriate and would be recommended and describe how you will provide your face-to-face counselling service.  Your response should include:   * How face to face counselling is accessed. * Any initial assessment process. * Timescale for initial appointment. * Availability of the service, e.g. working hours for appointments. |  |
|  | **Post Trauma Support:** Please describe your process for dealing with crisis incidents and offering post trauma counselling. Please provide a recent example. |  |
|  | **Management Support:** How will you provide advice for managers regarding the psychological aspects of managing employees? |  |
| 2.2 | **Mediation:** What mediation services will you be able to provide as part of this contract, and how will they be delivered? | 4 |
|  | **SUPPLIER’S DETAILED RESPONSE/EVIDENCE** |  |
| 3 | **ADDITIONAL SERVICES** | 6 |
|  | **Additional Services:** What additional services are you able to offer (please remember to state the prices in the pricing schedule) which would add value to the Authorities service? | 6 |
|  | **SUPPLIER’S DETAILED RESPONSE/EVIDENCE** |  |
| 4 | **GENERAL REQUIREMENTS** | 10 |
| 4.1 | **General Requirements:** Please provide details of how you will provide these services with particular reference to:  **Accommodation & Access:** Please provide details of where your services will be delivered from, including both telephone, virtual and face-to-face counselling. | 10 |
|  | **Contract Delivery:** What management arrangements will you put in place for delivering the contract? Please include transition arrangements and plans. |  |
|  | **Management Information**:   * Please confirm you will meet the Authority’s requirements for management information, as described in the specification.   Please provide an example of the quality and format of management data you would provide as part of this contract. |  |
|  | **Publicity:** How would you promote and publicise the service to ensure Leicester City Council employees are familiar with your services? What support would you expect of the Authority to help with this publicity? |  |
|  | **Schools:** What arrangements would you put in place to enable individual schools and their employees to access the service through an opt-in route? Please list any costs in the pricing schedule above |  |
|  | **Wellbeing:** How will your service be able improve and promote the health and wellbeing of Leicester City Council employees? |  |
|  |  |  |
|  | **SUPPLIER’S DETAILED RESPONSE/EVIDENCE** |  |
| 5 | **QUALITY ASSURANCE** | 10 |
| 5.1 | **Quality Assurance:** Please provide details of the quality assurance policies you will employ, with specific reference to:  **Systems:** What Quality Assurance systems do you have in place and how would these benefit the Service that you are tendering for? Please give details of the accreditation and auditing of the systems. | 10 |
|  | **Monitoring:**  Set out your proposals for the monitoring and reporting on the quality of the services delivered.  Your response should include:   * Details of any performance checks you will perform. * The frequency and scope of those checks, and who will perform them. * Proposals for the evaluation of users. |  |
|  | **Quality:** How would you develop the quality of the Service? Please provide an example of how you have achieved this in a previous contract. |  |
|  | **Customer Complaints:**  Set out your procedures for dealing with customer complaints and problems. |  |
|  | **SUPPLIER’S DETAILED RESPONSE/EVIDENCE** |  |
| 6 | **SUB-CONTRACTORS** | 6 |
|  | If you propose to use sub-contractors in the delivery of the Contract, please detail the procedures in place to ensure that they meet the contract and quality criteria.  Your response should include:   * How you would ensure the qualifications of the sub-contractors staff. * How the sub-contractor would be monitored.   NB organisations not intending to use sub-contractors will be awarded maximum points for this question providing they state that in their response. | 6 |
|  | **SUPPLIER’S DETAILED RESPONSE/EVIDENCE** |  |
| 7 | **PLAN OF EXPECTED RESOURCE REQUIREMENTS** | 5 |
| 7.1 | Provide information as follows:   1. **Resources:** Give details of the resources you expect to use to provide the Employee Assistance Programme to Leicester City Council.   Your response should include:   * The number of staff you expect to use for the provision of the service. * The calculation used to establish that staffing requirement. * An organisational chart indicating responsibilities and reporting lines.  1. **Staffing**: Indicate in each case whether you expect staff to be drawn from within your organisation or to be newly recruited. | 3 |
|  | **SUPPLIER’S DETAILED RESPONSE/EVIDENCE** |  |
| 7.2 | Provide information as follows:   1. **Qualifications:** Please provide the qualifications of staff being used to deliver this contract and where they are not BCAP, how they equate to that accreditation. 2. **Competence**: How does your company assess the continuing competence of employees and during the contract how will you ensure that the level of professional competence is maintained? | 2 |
|  | **SUPPLIER’S DETAILED RESPONSE/EVIDENCE** |  |
| 8 | **SOCIAL VALUE** | 6 |
|  | **SOCIAL VALUE**  Please detail how you will assist the Authority in delivering social value. What steps will you take improve the economic, social or environmental wellbeing for the citizens of Leicester? Your response should focus on contract related matters i.e. health and wellbeing of the community and the residents of Leicester. | 6 |
|  | **SUPPLIER’S DETAILED RESPONSE/EVIDENCE** |  |

## Pricing Schedule - 40%

**Employee Assistance Programme (EAP)**

Suppliers are reminded that price is worth 40% of the overall marks available. The notes below provide further guidance on how pricing should be submitted.

Supplier must provide their Prices on the basis that they are making an offer on the terms of the Contract (including the Specification) as supplied in this ITT.

All prices submitted must be stated in pounds sterling and the submission totalled and exclusive of VAT.

If a Supplier’s response contains omissions in the schedule, the Authority reserves the right (at its discretion) to disqualify the entire bid or to seek further clarification regarding the omission. In practice, if there are significant omissions the Authority is likely to exercise its discretion to disqualify the entire bid.

**Core Services**

Suppliers are asked to submit an annual price for the core services as defined in the Specification at Part 3 para 7 in the attached template below called Pricing template:

The annual charge should include telephone and face to face counselling for 5877 Authority staff plus telephone counselling for 7594 schools’ staff.

The requirement for face to face counselling is included in the Specification at 4.1.8.



For evaluation purposes the Authority will take the annual cost submitted and divide by the number of Authority staff in 2015, 5877 to arrive at a per head cost for the service. This per head value will be used in the financial evaluation as detailed in Part 1, Section 2 Instructions to Suppliers.

When the successful supplier is selected this per head rate will form part of the contract as the number of employees covered by the service will be recalculated on an annual basis and thus the annual cost will also be re-evaluated.

**Schools Staff Face to Face Counselling**

Schools staff will be able to opt into the face to face counselling service, so Suppliers are asked to submit against the scenarios in the attached template above called Pricing template:

**Mediation**

The suppliers are asked to provide a cost for mediation sessions in the attached template above called Pricing template

1. **DECLARATION**

Re: Invitation to Tender for Corporate Wellbeing Service (PAN2729)

To: Leicester City Council

We certify that this is a bona fide Tender, intended to be competitive and that we have not or will not (either personally or by anyone acting on our behalf):

* Fixed the amount of the Tender (or the rate and prices quoted) by agreement with any person.
* Communicated to anyone other than the Authority the amount or approximate amount or terms of my/our proposed Tender (other than in confidence in order to obtain quotations, professional advice or insurance necessary for the preparation of the Tender).
* Entered into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount or terms of any Tender to be submitted by him.
* Canvassed or solicited any member, officer or other employee of the Authority in connection with the award of this or any other Authority Contract or Tender.
* Offered, given or agreed to give any inducement or reward in respect of this or any other Authority Contract or Tender.

Having read carefully the Invitation to Tender:

* We offer to perform the Service specified and to complete the Contract to meet the requirements of the Invitation to Tender in accordance with our Tender and fully in accordance with the Contract.
* We agree that this Tender shall constitute an irrecoverable, unconditional offer, which may not be withdrawn for a period of 90 days from this date.
* We understand that unless and until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding Contract between us.
* We understand that the Authority is not bound to accept any Tender it receives.
* We declare that to the best of our knowledge our tender response is true, complete and accurate in all respects, both as at the date communicated and as at the date of Tender submission and understand that the Authority may reject our submission if we provide false/misleading information.
* We understand no representation or warranty, express or implied, is or will be given by the Authority or any of its agents or advisors with respect to information included in this ITT.

The Tender must be submitted by the organisation which it is proposed will enter into a formal Contract with the Authority if awarded the Contract. This Declaration must be signed:

* Where the Supplier is a partnership, by two duly authorised partners.
* Where the Supplier is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for that purpose.

|  |  |  |  |
| --- | --- | --- | --- |
| Signature: |  |  |  |
| Print Name: |  |  |  |
| Job Title/Designation: |  |  |  |
| Date: |  |  |  |
| For and on behalf of: | Insert full Legal Name of company or organisation with which Authority will Contract | | |
| Registered Number: | Enter registered company number (if applicable) | | |
| Registered Address: | Enter registered address of organisation | | |
|  |  | | |

**APPENDIX 1 QUESTION RESPONSE SUPPLIER SUITABILITY QUESTIONNAIRE**

Please see 2.8 above to assist in the completion of this section.

|  |
| --- |
| Template for Your Explanation Response |
| ITT Section and Question Number |
| Explanation |

|  |
| --- |
| Template for Your Explanation Response |
| ITT Section and Question Number |
| Explanation |

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| --- |
| Template for Your Explanation Response |
| ITT Section and Question Number |
| Explanation |

Should you need to provide additional Appendices in response to the questions, these should be numbered clearly and listed as part of your Declaration.

**APPENDIX 2 CONFIDENTIALITY AGREEMENT**

