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| **PP15126 - Service specification: scanning and retrieval of registration documents** |

**Background**

The City of Wolverhampton has original registration documentation (births, deaths and marriages) dating back to 1837. Many of these documents are in a poor and deteriorating state of repair and we need to ensure their continued preservation. In addition, the records are accessed on a regular basis in order to provide copy documents to customers, which accelerates the deterioration process and is time-consuming (conducting manual searches).

In light of this, the Council is seeking to appoint a contractor which can:

* Prepare the documents for optimum scanning output.
* Capture the records in a digital format, for storage on the Council’s servers.
* Employ appropriate handling methods during the capture process to ensure the preservation of the documents.
* Make urgent digital provision of records (within 24 hours) when the original documentation is offsite.
* Provide a full Index of the records (Metadata).
* Can demonstrate suitable experience of handling and image capture of old documents (over 100 years old).
* Security of records: the Home Office does not permit registration records to be removed from the Register Office under normal circumstances. Suppliers must demonstrate, by reference to previous similar projects, how they can satisfy the Home Office in respect of transportation and offsite storage arrangements (including climate control, fire protection, security, etc.).
* Satisfy the General Register Office (Home Office) in regard to the transport, handling and security of the records whilst out of the Council’s keeping.
* Provide a software solution that enables rapid retrieval and reproduction of individual records based on the indexation.
* Software to be able to print the scanned images without loss of size/scale and image quality.
* Combine sections of scanned image(s) into a single image for printing.
* The scanned images and metadata will need to be loaded into the software as part of this tender.
* Following completion of this scope of work, future scanning will be carried out by Council staff, therefore the proposed software solution shall allow for new records to be created, images scanned and uploaded by Council staff.
* The appointed supplier will be expected to provide training to Council staff.

**Specification details**

As there is limited space at the Register Office, the service is to be provided offsite

To assist the contractor a number of non-negotiable requirements must be met and how this will be done must be included in the tender response – Open Tender Part 3 Tender Specific Information - Section 7 Pass/Fail refers. Failure to meet these requirements will result in the rest of the tender not being assessed further.

* The appointed supplier will be required to sign a data processing agreement (Appendix A) to ensure compliance with relevant legislation.
* Satisfy the General Register Office (Home Office) in regard to the transport, handling and security of the records whilst out of the Council’s keeping.
* Demonstrate suitable experience of handling and image capture of old documents (over 100 years old).
* The software must be PSN Compliant (Public Sector Network)
* A full database schema and defined extraction process, should the Council decide to change supplier.
* The technical architecture of the proposed software, including any firewall or user/system permission requirements. The Council has virtual servers on premises and in the Azure cloud.

Open Tender Part 3 Tender Specific Information - Section 8 Quality/Price Evaluation, requires tenderers to explain how they will meet or exceed the following requirements, please note this part of the response will only be evaluated if the tenderer passes all of the above non-negotiable requirements:

1. Record capture –
* Provide a digital copy of the records.
* Quality assurance controls to ensure, for example, all records are captured, records are suitably clear/complete.
* High resolution images of each register/document page.
* File sizes not exceeding 10mb
* Appropriate work environment, for example, handling methods, physical environment, transportation arrangements, security.
* Process for scanning and data conversion
* Independently audited and fully compliant with the code of practice for legal admissibility of information stored electronically. BS 10008
* Secure method of image transfer i.e. sftp.
1. Indexing:
* Provide a comprehensive index of Register Office records, in csv format, including – as an absolute minimum – year of birth, first name and surname.
* Quality assurance controls to ensure a minimum number of errors.
* Location of data throughout the whole operation, including any indexing.
1. Transportation:
* Secure transport of registers to and from the Civic Centre in Wolverhampton.
* Urgent digital provision (within 24 hours) of records when they are offsite but needed in response to a customer enquiry.
* Process for collecting the registers while meeting the above requirements
1. Software and ICT system requirements:
* Windows-based software solution (the City of Wolverhampton is a ‘Microsoft house’ and currently runs Windows 7 and Windows 10, so compliance with both operating systems would be required).
* Search facility enabling minimum fields for date, first name and surname.
* Reproduction functionality that enables specific records to be selected on screen and then sent to print. This must be compatible with differing certificate formats, for example, landscape/portrait and enable the Register Office to produce an exact replica of the certificate, together with the facility to being able to make multiple selections on a page for printing (i.e. header plus selected record).
* Documentation on how the system works and all the functionality. (User Guide)
* Enable register office staff to replace any existing records when necessary due to amendment
* Sufficient licences to enable all Registrar staff to be able to access the software.
* The tender must be inclusive of all software licenses, including third party licensing required to fully operate the system. (Microsoft’s Office suite of products is exempt from this requirement)
* Support and maintenance of the software to be supplied for the duration of the contract and service level agreement
* Confirm licencing model i.e. whether it is site licence or concurrent
* How the solution authenticates users
* Following completion of this scope of work, future scanning will be carried out by Council staff, therefore the proposed software solution shall allow for new records to be created, images scanned and uploaded by Council staff.
1. Implementation Plan and Training
* Training to Council officers who will be required to operate the system.
* Provide a project plan with a timeline with clearly defined milestones, including training.
* How training will be delivered.

**Quantities**

Tenderers are expected to undertake their own assessment of the scope of the work but, as an estimate, it is expected to involve approximately 4,500 registers, not all the registers will be allowed to taken off-site in one visit, the successful tenderer will be expected to carry out this process in stages, the period allowed for this will be six months from start of contract to going live. Tenderers are expected to submit an implementation plan.

**Supplier Demonstrations / Clarification Meetings**

Tenderers, who meet all non-negotiable requirements, may be required to attend a supplier demonstration / clarification meeting week commencing 6 February 2017 to provide a **live** demonstration of the solution that is being proposed.

The outcome of this interview may result in the scores being adjusted down but not up.

Once the preferred solution has been identified and prior to any award the Council’s Technical Design Authority (TDA) will assess the preferred solution to ascertain if there are any risks to the Council’s network, if the TDA find the solution is not suitable, that tender will be rejected.

**Contact Details**

All queries, including arranging a site visit, need to be made via the Council’s e-tendering portal. The period for arranged visits will be Thursday 5 January 2017 to Friday 13 January 2017, excluding the weekend. Please note, in relation to communication the Council closes over the Christmas/New Year period from Friday 23 December 2016 to Tuesday 27 December 2016 and Monday 2 January 2017. The closing date for return of tenders, which will be via the Council’s e-tendering portal is Friday 20 January 2017 no later than 12:00 hours, please allow plenty of time to upload your completed tender return, extension requests to this deadline will not be considered.

**APPENDIX A**

**Data Protection Act 1998**

**Data Processing Agreement between**

**The City of Wolverhampton Council (Wolverhampton City Council) & [INSERT NAME]**

**WHEREAS:-**

1. The Data Controller and the Data Processor (taking the meanings given at B below), have entered into a contract to secure the provision and processing of personal data (hereinafter referred to as the ‘data’) identified ithis agreement solely for the purpose of processing registration certificates (for births, deaths and marriages).

**B. In consideration of the Contract referred to below, IT IS HEREBY AGREED BETWEEN THE PARTIES IN SCHEDULE A AS FOLLOWS:-**

1. **Definitions & Interpretations in this Agreement**
2. Data Controller - means City of Wolverhampton Council-the Authority- as the organisation who determines the purpose(s) for which the personal data is to be processed;
3. Data Processor - means [INSERT NAME] as the organisation who will process the information on behalf of the Data Controller
4. Data Subject - means an individual who is the subject of personal data
5. Personal Data - means data that relates to a living individual who can be identified: from the data; or from data or other information that is in the possession of or is likely to come into the possession of the Data Controller
6. Sensitive Personal Data - has the meaning given by section 2 of the Data Protection Act 1998
7. Data - means datasets, personal data, and/ or sensitive personal data within the meaning of sections 1 and 2 of the Data Protection Act 1998.
8. Authorised Dataset - means the set of data stipulated at Schedule [X]
9. Processing - means obtaining, recording, or holding the information or data or carrying out any operation or set of operations on the information or data including: organisation, adaptation or alteration; retrieval, consultation or use; disclosure by transmission, dissemination or otherwise making available; or alignment, combination, blocking, erasure or destruction of the information or data.
10. Contract - means the agreement [INSERT DATE OF AGREEMENT] entered into between City of Wolverhampton Council and [INSERT NAME for the provision of INSERT DESCRIPTION ]
11. Agreement - means this Data Processing Agreement
12. Information Commissioner's Guide to Data Protection - means the online guide published from time to time by the Information Commissioner's Office
13. The Data Processor will process authorised data sets solely for the purpose of administering the Data Controller's [INSERT DESCRIPTION] as shown in Schedule [X] and in accordance with the obligations of the Data Processor, as shown in Schedule [X], in order to support their obligations set out in the Contract. Such processing may include personal and sensitive personal data, and shall be strictly undertaken in accordance with the warranties and obligations set out below, including the Schedules to this Agreement, and at all times in accordance with the guiding principles and advice set out in Information Commissioner's Guide to Data Protection.
14. The data sets will be provided in hard copy format. The Data Processor's data centre [INSERT WHERE THE DATA PROCESSOR WILL BE PROCESSING THE DATA eg data centre is hosted by [INSERT NAME AND ADDRESS] – NB: Establish whether any of the data will be processed outside of the UK and if so where].
15. **Warranty and Obligations of Data Processor**
16. The Data Processor warrants that it has the necessary legal authority in the United Kingdom where it is established for the purpose of controlling the processing of the data and to use it for the purpose(s) set out herein, and to give warranties and fulfil the undertakings set out herein and to enter into this Agreement.
17. The Data Processor will process the data exclusively forpurposes and in accordance with the means of processing listed in Schedule [X] to the exclusion of any other purposes or means of processing.
18. The Data Processor will not enter into any arrangement to process the data outside the United Kingdom without the written permission of the Data Controller. The Data Processor will not use temporary or subcontracted staff or other third parties to carry out its obligations under this Agreement, or the Contract, without prior agreement from the Data Controller. Such consent shall not be unreasonably withheld by the Data Controller. Where the Data Processor is authorised by the Data Controller to use temporary or subcontracted staff or other third parties, the Data Processor will ensure that such staff or organisations are complying with the requirements of this data processing agreement and monitor same.
19. The Data Processor warrants that it has in place security programs and procedures appropriate to the risks presented by the processing, to ensure that unauthorised persons will not have access to the data. Furthermore, that any persons it authorises to have access to the data will be bound by contract or otherwise to respect and maintain the confidentiality and security of the data.
20. The Data Processor warrants that it will comply with the organisational and technical obligations set out in the contract and apply them to the processing of the data originally provided or subsequently amended.
21. The Data Processor will ensure all of their staff has undertaken relevant training on data protection and information security, before this Agreement commences, and that such training is maintained on a regular basis to include periodic updates for all staff.
22. **Applicable Law**

The parties to this Agreement shall be subject to English law.

1. **Rights of Data Subjects**

The Data Processor shall notify the Data Controller within 2 working days if it receives a request from a Data Subject for access to that person's Personal Data. The Data Processor shall provide the Data Controller with full co-operation and assistance in relation to any request made by a Data Subject to have access to Personal Data. The Data Processor shall not disclose the Personal Data to any Data Subject or to a third party other than at the request of the Data Controller or as provided for in this Agreement.

1. **Suspension of Contract**

This agreement can be suspended for 45 working days, if security has been seriously breached. This should be detailed in writing and be evidenced by the Data Processor to the Data Controller. Any suspension will be subject to a risk assessment and a resolution meeting between nominated representatives of the Data Processor and the Data Controller being held. This meeting will take place within 14 working days of the written identification of any breach. The suspension may be lifted when the cause of the breach has been satisfactorily investigated and appropriate measures have been taken to address and resolve the situation. Any such suspension is to be without prejudice to the parties other rights under this Agreement and the Contract.

1. **Indemnity**

Each party will keep the other indemnified against all reasonable costs, expenses and claims arising out of any breach of this Agreement and in particular, but without limitation, the unauthorised or unlawful access, loss, theft, use, destruction or disclosure by the offending party, employees, agents or any other person within the control of the offending partner of any data obtained in connection with this Agreement. Such indemnity extends to any sanction imposed by the Information Commissioners Office under its statutory powers.

1. **Duration**

This Agreement shall commence on its date of signing referred to at point 12 below and shall continue for the duration of the Contract, including any extension given under it, subject to the parties’ rights of termination below and in the Contract. It shall automatically terminate on completion or termination of the Contract.

1. **Consequences of Termination of the Contract**

Either party shall have the right to terminate this Agreement in the event that the Contract is terminated in accordance with the provisions contained.

Either party may terminate this Agreement with immediate effect by giving written notice to the other party in the event that the other party commits a material breach of any term of this Agreement and (if that breach is capable of remedy) fails to remedy that breach within a period of 30 days after being notified to do so

In the event of termination, the Data Processor shall immediately and securely return or transfer, all data in its possession or control provided under this Agreement to the Data Controller, and shall certify in writing that it has done so within 7 days of the transfer, unless this is prohibited by the national law or regulator of the country in which the Data Processor processes the data. Where this is the case, to the extent allowed under such requirements, the data will be kept confidential and will no longer be processed.

1. **Entire Agreement**

For the purpose of this Agreement the parties acknowledge that this Agreement and its Schedules represent the entire agreement between the parties relating to the data processing part of the Contract that this Agreement supports.

1. **This Agreement** is effective from the Council's signatory date below for the duration of the Contract it supports

**SIGNATORIES**:

This Agreement was signed on the date shown below.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**City of Wolverhampton Council**

**Authorised signatory**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Name of Relevant Director

**Title]**

**Information Asset Owner**

**City of Wolverhampton Council**

**Authorised Signatory**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Name

**Title**

**3RD PARTY ORGANISATION]**

**Authorised Signatory**

**SCHEDULES**

**SCHEDULE A**

**Data Controller:**

WOLVERHAMPTON CITY COUNCIL

CIVIC CENTRE
ST PETER'S SQUARE
WOLVERHAMPTON
WV1 1SH

Registration Number: Z5569755

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| **Name** | **Title** | **Description of Role** | **Contact Details** |
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**Data Processor:**

[NAME OF ORGANISATION AND ADDRESS]

Data Protection Registration Number**: [INSERT THE ORGANISATION'S DPA NOTIFICATION REGISTRATION NUMBER or provide an explanation as to why the organisation has not registered as a Data Controller with the Information Commissioner’s Office]**

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| **Name** | **Title** | **Description of Role** | **Contact Details** |
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