



## TENDER FOR CORBY ENTERPRISE CENTRE VOICE AND DATA SUPPLY

### TENDER – DOCUMENT TWO

#### SPECIFICATION

Thank you for expressing interest in this procurement for Corby Enterprise Centre Voice and Data Supply.

**Please ensure that you register your interest with the procurement contact named in Document One in order to receive updates, question responses, etc.**

We now invite you to submit a tender. Further stages of the process are outlined in this document.

To assist you in this, four documents have been provided:

- Document One – Information and instructions (including the timetable)
- Document Two – Specification (this document)
- Document Three – General Terms and Conditions
- Document Four – Tender Response Document

When completed, please return **two hard copies and a copy electronically saved on a USB drive** of the response document (Document Four).

Please mark envelopes/packages with only “**TENDER RESPONSE: CORBY ENTERPRISE CENTRE VOICE AND DATA SUPPLY (Private and Confidential)**” and **with no company markings or anything else which might identify your organisation e.g. personalised franking,** and return to:

Democratic Services Manager  
Corby Borough Council  
Democratic Services Department  
Corby Cube  
Parklands Gateway  
George Street  
Corby, Northamptonshire  
NN17 1QG

**To be received not later than 12:00 noon on Friday, 6<sup>th</sup> September 2019.**

**Late submissions will be disregarded.**

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**1. DEFINITIONS**

Achieved Performance Measure	In respect of any Service in any measurement period, the standard of performance actually achieved by the Supplier in the provision of that Service in the measurement period in question.
Charges	The charges which shall become due and payable by the Authority to the Supplier in respect of the Goods, Services, Supplier and/or Works in accordance with the provisions of the Contract
Contract	The legal agreement between the Supplier and the Council, which details the Council's requirements, terms and conditions
Contract Year	A period of 12 months, commencing on the Contract Start Date
Critical Service Level Failure	A failure in service, deemed to be so critical to the continued operation of the Service and/or Contract that the Council is unable to continue its minimum level of service, as set out in this document.
Default	Failure by the Supplier to fulfil its obligations and/or maintain its minimum agreed service levels under the Contract
Failure	A failure by the Supplier to perform one or more of the requirements set out in the Contract
GDPR	The General Data Protection Regulation ((EU) 2016/679).
Government Data	Any data required for collection or use by any branch of Government
HTTPS	Hypertext Transfer Protocol Secure
IFNL	Independent Fibre Networks Ltd
ISDN	Integrated Services digital Network
ISP	Internet Service Provider
Performance Measure	The performance measurements and targets in respect of the Supplier's performance of the Contract
Month	A calendar month
OFNL	Open Fibre Networks Limited
Parties	Corby Borough Council and the successful Supplier
PBX	Phone exchange system
Performance Monitoring Report	The reports to be prepared and presented by the Supplier to include a comparison of Achieved Performance Measures with the Target Performance Measures in the measurement period in question and measures to be taken to remedy any deficiency in achieved Performance Measures.
Prohibited Act	The following constitute Prohibited Acts: <ul style="list-style-type: none"> <li>a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to: (i) induce the person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity;</li> <li>b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for</li> </ul>

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	<p>improper performance of a relevant function or activity in connection with this agreement;</p> <p>c) committing any offence: (i) under the Bribery Act; (ii) under legislation or common law concerning fraudulent acts; or (iii) defrauding, attempting to defraud or conspiring to defraud the Authority;</p> <p>d) any activity, practice or conduct which would constitute one of the offences listed under (a) to (c), if such activity, practice or conduct had been carried out in the UK.</p>
Reporting Date	A date, agreed by the Supplier and the Council, on which all reporting data will be provided
Representative	Means, in relation to a party, its employees, officers, representatives and advisors
Service Credit	A sum which the Authority is entitled to deduct or invoice for a Service Failure
Service Credit Cap	A payment ceiling, agreed between the Supplier and the Council, after which the Council would consider a Service Level Failure to be a Critical Service Level Failure
Service Level	The minimum level of service required of the Supplier by the Council when performing the service detailed in the Contract
Service Level Failure	A shortfall or failure by the Supplier to provide the Services in accordance with any Target KPI
Service Level Threshold	The minimum level of service the Council expects of the Supplier
Service Period	The agreed term, during which, Goods, Services, Supplies, Works, or any part, thereof will be provided by the Supplier or any of their representatives.
SSH	Secure Shell (SSH) is a cryptographic network protocol for operating network services securely over an unsecured network.
SIP Trunks	Session Initiation Protocol
Site	any premises (including the Council's Premises, the Supplier's premises or third party premises) from, to or at which: <ul style="list-style-type: none"> <li>a. the Deliverables are (or are to be) provided; or</li> <li>b. the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables.</li> </ul>
Start Date	The date the Contract start
Target KPI	The minimum level of performance for a KPI which is required by the Council
The Centre	Corby Enterprise Centre
The Council	Corby Borough Council
The Supplier	The company who wins the contract, following evaluation of all bids received by the Council
VoIP	Voice over Internet Protocol

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Working Day	Monday to Friday, excluding any public holidays in England and Wales.
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**2. INTRODUCTION**

- 2.1. The Council is seeking a suitably qualified and experienced Supplier to provide Voice and Data Supply for the Corby Enterprise Centre, which will include set-up for new tenants and assisting with any faults with the data or telephone provision.
- 2.2. The Centre requires fully resilient Internet connectivity services with SIP trunk provision; to include support for service dependant hardware (i.e. Router / Firewall)
- 2.3. The Supplier is to work with the fibre infrastructure provider to the Corby Enterprise Centre. This is in the form of ethernet service connectivity to the Supplier's network.
- 2.4. The circuit is to carry voice and data services with the relevant traffic shaping and control.
- 2.5. The requirement is for voice and data traffic for a multi occupancy site which operates 24/7, 365 days a year

**3. BACKGROUND**

- 3.1. Corby Enterprise Centre provides flexible serviced offices, studio space, co-working space, virtual offices and meeting rooms to growing companies within a professional and modern environment. The Centre is the perfect dynamic and inspirational environment to support and develop growing businesses. Businesses based at the Centre benefit from 24/7 access, including bank holidays and high speed fibre optic 100mb broadband connection.
- 3.2. The Centre provides voice and data service to businesses operating from the Centre. It is imperative a consistent and stable service is offered to tenants and visitors of the Centre, which is business critical for occupants.
- 3.3. The Centre offers provision of a shared high-speed connection with a first-class voice and data service to businesses operating from the Centre. It is imperative a consistent and stable service is offered to tenants and visitors of the Centre which is business critical for occupants.
- 3.4. Currently the Centre is receiving an uncontended 100/100 Mbps circuit directly to the site. The bandwidth for the circuit is split in an 80/20 share. 80% is dedicated to shared internet bandwidth for the Centre tenants with the remaining 20% dedicated to VoIP protocols.
- 3.5. Additionally, there are currently 4 analogue lines, 2 of which are allocated to lift and alarms, 2 of which are allocated for tenant use and are provided by See the Light. IFNL own the ISP; See the Light provide the service.
- 3.6. The Centre operates a traditional Mitel PBX phone system. This is installed with ISDN trunk cards. These cards are connected directly into the providers ISDN VoIP Gateway.

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**4. SCOPE**

- 4.1. The incumbent provider is currently providing a 100mb uncontested service to the Centre, with demand ever increasing, the option to increase bandwidth in the future is a requirement within this contract.
- 4.2. Provision of voice & data services to include 100mb fibre ethernet circuit, 100 sip trunks and all associated hardware support.
- 4.3. The Supplier will be responsible for following guidelines for any service calls working on a Critical/Major/Minor category.
- 4.4. Fault Classification:
  - 4.4.1. Critical – Business effecting, mission critical fault – preventing business operations.
  - 4.4.2. Major – Partial system failure, not business critical but having a minor effect on normal service levels.
  - 4.4.3. Minor – Limited effect on day to day operations with minimal disruption where workaround is available.
- 4.5. Response times are set out for each Fault Classification, below:
  - 4.5.1. Critical – Helpdesk support 24 hours a day, 7 days a week, 365 days a year
    - a. Remote Support – 2 hours response
    - b. Onsite Technical support – 4 hours response.
  - 4.5.2. Major – Helpdesk support 24 hours a day, 7 days a week, 365 days a year
    - a. Remote Support – 2 hours response
    - b. Onsite Technical support – 4 hours response.
  - 4.5.3. Minor – Helpdesk support 24 hours a day, 7 days a week, 365 days a year
    - a. Remote Support – 4 hours response
    - b. Onsite Technical support – 8 hours response

**5. SERVICE CONDITIONS AND ENVIRONMENTAL FACTORS**

- 5.1. Where out of hours access may be required, the Centre Manager or Senior Administrator should be contacted in the first instance, who would contact the Centre Security provider, to attend site and enable access.

**6. BUSINESS CONTINUITY AND DISASTER RECOVERY**

- 6.1. A high level of service is expected with a Business Continuity and Disaster Recovery Plan in place should any loss of supply occur.
- 6.2. At least thirty (30) Working Days prior to the Contract Start Date, the Supplier shall prepare and deliver to the Council, for Approval, a plan, which shall detail the processes and arrangements that the Supplier shall follow to:
  - 6.2.1. ensure continuity of the business processes and operations supported by the Services, following any failure or disruption of any element of the Service; and
  - 6.2.2. the recovery of the Service in the event of a Disaster.
- 6.3. In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately implement the Business Continuity and Disaster Recovery Plan (and shall inform the Council promptly of this).

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**7. STATEMENT OF REQUIREMENTS**

- 7.1. The Centre are seeking a Supplier to assume the responsibility of the existing services and propose suitable changes if deemed necessary.
- 7.2. The Supplier must be able to assume control of the service with minimal interruption or downtime to the Centre. This may be in the way of working with the incumbent provider for connectivity services and local network and telephone support company.
- 7.3. The Supplier must be able to adopt the existing /26 netblock of IP addresses to prevent downtime to the tenants
- 7.4. It is imperative that proactive monitoring be in place for the entire duration of service. This is to include detailed metrics such as:
  - 7.4.1. Bandwidth utilisation per IP address.
  - 7.4.2. Total Throughput
  - 7.4.3. VOIP delay & Jitter measurements
  - 7.4.4. Service availability at each point in provider network
  - 7.4.5. Circuit errors, Interface error, Packet Loss, CRCs
- 7.5. A high level of customer support is required with regular service monitoring; a dedicated account manager who would be available to ensure any identified issues are dealt with in a timely and appropriate manner.
- 7.6. The Current contract has expired looking for stability and continuation of service.
- 7.7. It is imperative that the Supplier has a close working relationship with OFNL and has direct and fast reporting lines for raising fault cases and change controls.
- 7.8. All faults and changes will need to be presented to the existing network support provider. This includes proactive support cases being raised to the network support provider's helpdesk.

**8. CONTINUOUS IMPROVEMENT**

- 8.1. The Supplier must, throughout the Contract Term, identify new or potential improvements to the provision of the Service with a view to reducing the Council's costs (including the Charges) and/or improving the quality and efficiency of the Service and their supply to the Council.
- 8.2. The Supplier must adopt a policy of continuous improvement in relation to the Service, which must include regular reviews with the Council of the Service and the way it provides them, with a view to reducing the Council's costs (including the Charges) and/or improving the quality and efficiency of the Service. The Supplier and the Council must provide each other with any information relevant to meeting this objective.
- 8.3. The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 8.4. Once any improvements have been approved by the Council:

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- 8.4.1. the Supplier shall use all reasonable endeavours to implement any agreed Service in accordance with the agreed proposals; and
  - 8.4.2. the Supplier and the Council will meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Supplier and the Council) to review the Supplier's progress against the agreed proposals.
- 8.5. Should the Supplier's costs in providing the Service to the Council be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Council by way of a consequential and immediate reduction in the Charges for the Service.
- 8.6. At any time during the Contract, the Supplier may make a proposal for gainshare. If the Council deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.

**9. DATA MANAGEMENT / GENERAL DATA PROTECTION REGULATION (GDPR)**

- 9.1. Any information provided or accessed by the Supplier as a part of this Service are subject to the General Data Protection regulation, with which, the Supplier must comply. Further details are set out within the General Terms and Conditions, however, if the Supplier does not follow the requirements of the GDPR, they will be in breach of contract.
- 9.1.1. the processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a service to the Council's customers;
  - 9.1.2. details of the duration of the processing will be no longer than the Contract term;
  - 9.1.3. the nature and purpose of the processing will be any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc;
  - 9.1.4. the type of personal data being processed may include name, address, date of birth, NI number, telephone number, pay, images;
  - 9.1.5. the categories of the data subjects are staff (including volunteers, agents, and temporary workers), customers / clients, suppliers, members of the public, users of a particular website;
  - 9.1.6. the obligations and the rights of the Council under the General Data Protection regulation remain in place until the contract has concluded;
  - 9.1.7. the Supplier must act on the documented instructions of the Council;
  - 9.1.8. the Supplier must delete or return any and all personal data at the end of the provision of the service;
  - 9.1.9. the Supplier must implement appropriate technical and organisational measures; and
  - 9.1.10. the Council retains a right to audit the Supplier at the Council's absolute discretion, in relation to this matter.
- 9.2. The Supplier must:
- 9.2.1. process the personal data only on the documented instructions of the Council;



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- 9.2.2. comply with security obligations equivalent to those imposed on the Council (implementing a level of security for the personal data appropriate to the risk);
- 9.2.3. ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- 9.2.4. only distribute personal data with the Council's prior specific or general written authorisation. Any party to whom the successful bidder is authorised to distribute the personal data shall be bound by these terms. The successful bidder must inform the Council of intended changes in arrangements with any persons to whom they have distributed these details;
- 9.2.5. make available to the Council all information necessary to demonstrate compliance with the obligations laid down in Article 28 GDPR and allow for and contribute to audits, including inspections, conducted by the Council or another auditor mandated by the Council - and the successful bidder shall immediately inform the Council if, in its opinion, an instruction infringes GDPR or other EU or member state data protection provisions;
- 9.2.6. assist the Council in carrying out its obligations with regard to requests by data subjects to exercise their rights under chapter III of the GDPR, noting different rights may apply depending on the specific legal basis for the processing activity (and should be clarified by the Council up-front);
- 9.2.7. assist the Council in ensuring compliance with the obligations to implementing a level of security for the personal data appropriate to the risk, taking into account the nature of processing and the information available to the successful bidder;
- 9.2.8. assist the Council in ensuring compliance with the obligations to carry out Data Protection Impact Assessments, taking into account the nature of processing and the information available to the successful bidder; and
- 9.2.9. notify the Council without undue delay after becoming aware of a personal data breach.

**10. QUALITY REQUIREMENTS**

- 10.1. Service Level response times will need to be monitored closely within the Supplier's service desk and breaches raised and reported in the review meetings with the Council's Representative.
- 10.2. All works undertaken on-site should be made with due care and diligence to provide a clear and clean environment for the equipment and staff to operate around. Examples of this are careful cable management, clear labelling of devices and connections, safe use of tools in cabinet areas.

**11. WHOLE OF LIFE SUPPORT**

- 11.1. All service dependent equipment should be covered under a full manufacturer warranty for the life of the contract. Patches, fixes and upgrades should be factored in to this warranty and deployed on a regular basis with minimal service interruption.

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**12. SECURITY**

- 12.1. All personal and commercial information should be handled in a secure manner as it becomes available to all parties. This could include but not limited to traffic usage, types, web browsing history, faults etc.
- 12.2. Management of the provided service should be performed using secure methods with encrypted protocols (HTTPS, SSH). The Supplier should have an established security policy in place and will need to be provided to the Council's Representative.

**13. TRAINING**

- 13.1. Any training required for the Centre staff and associated companies should be delivered in a good time and be signed off. This could be for processes of raising support requests, Change management requests or portal access of any kind.

**14. IMPLEMENTATION CRITERIA**

- 14.1. Due to the nature of the private fibre provision by OFNL to the Centre a limited number of service types and media can be provided to the site with major disruption. As such this cannot be changed.
- 14.2. It is a requirement of the service provider to install all hardware, make live all services and fully tested in parallel to the incumbent before go-live.
- 14.3. An implementation and testing plan will need to be presented to the Council's Representative, for approval, before services are made live.

**15. MONITORING ARRANGEMENTS AND CONTRACT MANAGEMENT**

- 15.1. The Supplier shall at all times provide the Service to meet or exceed any Performance Measure for the Service.
- 15.2. The Supplier shall cooperate in good faith with the Council to develop relevant performance measures for this Contract.
- 15.3. The metrics that are to be implemented to measure performance shall be developed and agreed between the Council and the Supplier.
- 15.4. The ongoing progress and development of performance measures shall be reported through regular meetings, which will take place at least monthly.
- 15.5. Management Information Reports must be completed (even where there are no transactions to report) and returned to the Council by the Reporting Date every Month during the contract term and thereafter, until all transactions relating to the Service have permanently ceased.
- 15.6. The Management Information Report should report (among other things) on performance measures during the Month to which they relate, regardless of when the work was actually completed. For example, if a system outage is raised in October but the work was actually completed in September, the Supplier must report the system outage in October's Management Information Report and not September's.

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- 15.7. If the Supplier discovers any errors in any reported Management Information, it will inform the Council and provide corrections in the next Management Information Report.
- 15.8. The Supplier agrees to attend meetings with the Council in person to discuss the circumstances of any Service Level Failure(s) at the request of the Council. If the Council requests such a meeting, the Supplier shall propose and document measures to ensure that any Service Level Failures are rectified and do not occur in the future.
- 15.9. The Supplier acknowledges that any Service Level Failure shall entitle the Council to the rights set out in this Section including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Council as a result of the Supplier's Service Level Failure.
- 15.10. The Supplier shall send Performance Monitoring Reports to the Council detailing the level of service which was achieved in accordance with the requirements of this Specification.
- 15.11. A Service Credit shall be the Council's exclusive financial remedy for a Service Level Failure except where:
- 15.11.1. the Supplier has over the previous twelve (12) Month period exceeded the Service Credit Cap; and/or
  - 15.11.2. the Service Level Failure:
    - a. exceeds the relevant Service Level Threshold;
    - b. has arisen due to a Prohibited Act or wilful Default by the Supplier;
    - c. results in the corruption or loss of any Government Data; and/or
    - d. results in the Council being required to make a compensation payment to one or more third parties; and/or
  - 15.11.3. the Council is otherwise entitled to or does terminate its Contract with the Supplier.
- 15.12. Not more than once in each Contract Year, the Council may, on giving the Supplier at least three (3) Months' notice, change the weighting of a Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
- 15.12.1. the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
  - 15.12.2. the principal purpose of the change is to reflect changes in the Council's business requirements and/or priorities or to reflect changing industry standards; and
  - 15.12.3. there is no change to the Service Credit Cap.

**16. CRITICAL SERVICE LEVEL FAILURE**

- 16.1. On the occurrence of a Critical Service Level Failure:
- 16.1.1. any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
  - 16.1.2. the Council shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period, provided that the operation of this paragraph shall be without prejudice to the right of the Council to terminate this Contract and/or to claim damages from the Supplier for material Default.

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**16.2. Service Levels**

- 16.2.1. If the level of performance of the Supplier:
- a. is likely to or fails to meet any Performance Measure; or
  - b. is likely to cause or causes a Critical Service Failure to occur, the Supplier shall immediately notify the Council in writing and the Council, in its absolute discretion and without limiting any other of its rights, may:
    - i. require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Council and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
    - ii. instruct the Supplier to comply with the Rectification Plan Process;
    - iii. if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Council; and/or
    - iv. if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

**16.3. Service Credits**

- 16.3.1. The Council shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
- 16.3.2. Service Credits are a reduction of the amounts payable in respect of the Service and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with the calculation formula in Table A, below.

**Table A**

<b>Performance Measure</b>	<b>Polarity</b>	<b>Target</b>	<b>Example Performance</b>	<b>Difference</b>
1. Critical Faults resolved in time	Higher is better	100%	100%	0%
2. Major Faults resolved in time	Higher is better	100%	100%	0%
3. Minor Faults resolved in time	Higher is better	100%	96%	4%
<b>Service Credits</b>				<b>4%</b>

- 16.3.3. The Service Credits shall be calculated on the basis of the following Worked Example:
- a. 0.5% Service Credit will be gained for each percent below the Target.
  - b. Based on the example performance provided in the table above, 1 Performance Measure has underperformed, to the total value of 4% (Performance Measure 3 by 4%).
  - c. Therefore, if the monthly service payment is £2,500, the Service Credit will be £50.

**17. PERFORMANCE MONITORING AND REVIEW**

- 17.1. Within twenty (20) Working Days of the Contract Start Date, the Supplier shall provide the Council with details of how the process in respect of the monitoring and reporting of

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Service Levels will operate between the Supplier and the Council which the Supplier and the Council will agree as soon as reasonably possible.

- 17.2. The Supplier shall provide the Council with Performance Monitoring Reports in accordance with the process and timescales agreed which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
- 17.2.1. for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
  - 17.2.2. a summary of all failures to achieve Service Levels that occurred during that Service Period;
  - 17.2.3. details of any Critical Service Level Failures;
  - 17.2.4. for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
  - 17.2.5. the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
  - 17.2.6. such other details as the Council may reasonably require from time to time.
- 17.3. The Supplier and the Council shall attend meetings to discuss Performance Monitoring Reports as required by the Council. These meetings will be the forum for the review by the Supplier and the Council of the Performance Monitoring Reports. These meetings shall:
- 17.3.1. take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Council shall reasonably require;
  - 17.3.2. be attended by the Supplier's Representative and the Council's Representative; and
  - 17.3.3. be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Council's Representative and any other recipients agreed at the relevant meeting.
- 17.4. The minutes of the preceding Month's meeting will be agreed by both the Supplier's Representative and the Council's Representative at each meeting.
- 17.5. The Supplier shall provide to the Council such documentation as the Council may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.
- 17.6. The Council may undertake satisfaction surveys in respect of the Supplier's provision of the Service. The Council shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Service which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Specification.

### **18. RISK MANAGEMENT**

- 18.1. The Supplier and the Council shall pro-actively manage risks attributed to them under the terms of this Contract.
- 18.2. The Supplier shall develop, operate, maintain and amend, as agreed with the Council, processes for:
- 18.2.1. the identification and management of risks;
  - 18.2.2. the identification and management of issues; and
  - 18.2.3. monitoring and controlling project plans.

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18.3. The Supplier will allow the Council to inspect, at any time within working hours, the accounts and records which the Supplier is required to keep.

18.4. The Supplier will maintain a risk register of the risks relating to the Service, which the Council and the Supplier have identified.

**19. OTHER RELEVANT DETAILS**

19.1. A decision was made by the Secretary of State, regarding the proposed reorganisation of local government in Northamptonshire on Tuesday, 14<sup>th</sup> May 2019, to abolish the 8 existing councils in Northamptonshire and replace them with 2 new councils of North Northamptonshire and West Northamptonshire. Corby Borough Council will be one of 4 Councils, which also includes elements of Northamptonshire County Council, making up the North Northamptonshire authority, alongside East Northamptonshire District Council, Kettering Borough Council and the Borough Council of Wellingborough.

19.2. Work is currently taking place across Northamptonshire, to ensure these new arrangements are operational from Thursday, 1<sup>st</sup> April 2021 (Vesting Day), at which time Corby Borough Council will cease to exist.

19.3. The Council are currently uncertain how this will affect current contracts, which run beyond Vesting Day, but will keep all relevant parties updated as more information is made available.

19.4. Initially, suppliers should be aware that contracts which run beyond Vesting Day may be concluded earlier than the advertised contract term. Alternatively, suppliers awarded contracts which run beyond Vesting Day may be required to undertake and/or provide the same and/or comparable goods, service(s), supplies and/or work(s) (as detailed in this Specification) to and/or on behalf of the newly established North Northamptonshire authority, for either a defined period or until conclusion of the advertised contract term.

19.5. The Council wishes to make suppliers aware that this may affect the contract value.

19.6. In order for Suppliers to ensure their tender submissions reflect as accurately as possible the Council's specification and requirements, the Council strongly recommends that Suppliers undertake a site visit in order for each Supplier to satisfy itself so far as is possible that its proposed tendered price to be submitted in its bid is correct, realistic and sustainable. Such site visits may be arranged as follows:

19.7. Booking dates listed below (please note bookings are first come, first served basis), please contact Corby Enterprise Centre directly, on 01536 560 560, to agree a suitable time to visit.

19.7.1. Wednesday, 21<sup>st</sup> August 2019

19.7.2. Thursday, 22<sup>nd</sup> August 2019

19.8. All questions asked by Suppliers during site visits will be distributed to all Suppliers, including answers.

19.9. Site visits will not be scored or evaluated, but the council makes available this opportunity to Suppliers in accordance with the principles of openness, fairness, transparency and non-discrimination so as to enable each Supplier so far as is reasonable to submit its most competitive bid.

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- 19.10. For the avoidance of doubt please be aware that following award of contract should the successful Supplier subsequently find that its proposed solution is not accurate and sustainable then the successful Supplier will be not be permitted to amend their pricing bid so as to request any further monies associated with the full provision of this service.

## **20. CORPORATE SOCIAL RESPONSIBILITY**

### 20.1. Requirements

- 20.1.1. In September 2017, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of Suppliers who work with government.  
([https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/646497/2017-09-13\\_Official\\_Sensitive\\_Supplier\\_Code\\_of\\_Conduct\\_September\\_2017.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/646497/2017-09-13_Official_Sensitive_Supplier_Code_of_Conduct_September_2017.pdf))
- 20.1.2. The Council expects its Suppliers and Sub-Contractors to meet the standards set out in that Code. In addition, the Council expects its Suppliers and Sub-Contractors to comply with the standards set out in this Section.
- 20.1.3. The Supplier acknowledges that the Council may have additional requirements in relation to corporate social responsibility. The Council expects that the Supplier and its Sub-Contractors will comply with such corporate social responsibility requirements as the Council may notify to the Supplier from time to time.

### 20.2. Equality and Accessibility

- 20.2.1. In addition to legal obligations, the Supplier shall support the Council in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
- a. eliminate discrimination, harassment or victimisation of any kind; and
  - b. advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

### 20.3. Modern Slavery, Child Labour and Inhumane Treatment

- 20.3.1. Modern Slavery Helpline - means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.
- 20.3.2. The Supplier:
- a. shall not use, nor allow its Sub-Contractors to use forced, bonded or involuntary prison labour;
  - b. shall not require any Supplier Staff or Sub-Contractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
  - c. warrants and represents that it has not been convicted of any slavery or human trafficking offenses anywhere around the world;
  - d. warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any

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- allegation of slavery or human trafficking offenses anywhere around the world;
- e. shall make reasonable enquires to ensure that its officers, employees and Sub-Contractors have not been convicted of slavery or human trafficking offenses anywhere around the world;
- f. shall have and maintain throughout the term of any of its Contracts, its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Sub-Contractors anti-slavery and human trafficking provisions;
- g. shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under any of its Contract;
- h. shall prepare and deliver to the Council, upon request, a slavery and human trafficking report, setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with an annual certification of compliance;
- i. shall not use, nor allow its employees or Sub-Contractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Sub-Contractors;
- j. shall not use or allow child or slave labour to be used by its Sub-Contractors;
- k. shall report the discovery or suspicion of any slavery or trafficking by it or its Sub-Contractors to the Council and Modern Slavery Helpline.

**20.4. Income Security**

**20.4.1. The Supplier shall:**

- a. ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- b. ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- c. All workers shall be provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- d. not make deductions from wages:
  - i. as a disciplinary measure;
  - ii. except where permitted by law; or
  - iii. without expressed permission of the worker concerned.
- e. record all disciplinary measures taken against Supplier Staff; and
- f. ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

**20.5. Working Hours**

**20.5.1. The Supplier shall:**

- a. ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;



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- b. that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;
  - c. ensure that use of overtime used responsibly, taking into account:
    - i. the extent;
    - ii. frequency; and
    - iii. hours worked; by individuals and by the Supplier Staff as a whole.
- 20.5.2. The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Paragraph 5.3 below.
- 20.5.3. Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:
- a. this is allowed by national law;
  - b. this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce; appropriate safeguards are taken to protect the workers' health and safety; and
  - c. the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.
- 20.5.4. All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

20.6. Sustainability

- 20.6.1. The Supplier shall meet the applicable Government Buying Standards, which can be found online at:  
<https://www.gov.uk/government/collections/sustainable-procurement-thegovernment-buying-standards-gbs>