

**Dated 2017**

------------

**Invitation to tender**

**Open Procedure**

|  |
| --- |
| **TENDER FOR**: Election Management System  |
| **OJEU NUMBER**:  |
| **TENDER RETURN DATE AND TIME** (**DEADLINE**): 3pm, Friday 15th September 2017 |

**Contents**

**Paragraph**

1. Introduction and Background 1

2. Tender Timetable 4

3. Tender Completion Information 8

4. Tender Evaluation Model 15

5. TUPE 23

# INTRODUCTION AND BACKGROUND

## **Contents of the ITT**

This invitation to tender (**ITT**) comprises:

* Tender completion requirements.
* Evaluation model.
* Service Specification.
* Draft contract and schedules.
* Method Statements.
* Pricing Schedule

## **Purpose and scope of this ITT**

This ITT:

* Asks Tenderers to submit their Tenders in accordance with the instructions set out in the remainder of this ITT.
* Sets out the overall timetable and process for the procurement to Tenderers.
* Provides Tenderers with sufficient information to enable them to submit a compliant Tender (including providing templates where relevant).
* Sets out the Award Criteria and the Tender Evaluation Model that will be used to evaluate the Tenders.
* Explains the administrative arrangements for the receipt of Tenders.

## **Introduction To The Authority**

The Authority’s vision, values and strategic objectives are set out in the Authority’s medium term service and financial plan, Destination Kingston. This can be downloaded from the Authority’s website:

<https://www.kingston.gov.uk/info/200279/performance_and_improvement/717/annual_planning>

## **Procurement Process**

The Authority is conducting the procurement using the open procedure in accordance with the requirements of the Public Contracts Regulations 2015 (*SI 2015/102*) (PCR 2015) for the purpose of procuring an Election Management System (**EMS**) comprising software and services described in the Service Specification (available on the e-tendering portal) .

This ITT contains information about the procurement process, the Authority’s requirements, and assessment questions for Tenderers to complete. Each Tenderer's response (**Tender**) should be detailed enough to allow the Authority to make an informed selection of the most appropriate solution.

## **Scope Of The Project**

The Authority is procuring an Election Management System to ensure the Electoral Registration Officer (ERO) and Returning Officer (RO) are able to continue to undertake their statutory duties by publishing and maintaining an accurate register of electors and managing elections respectively.

The chosen EMS will need to comply with legislation and Authority’s ICT and data and information management procedures. It is imperative the system is compliant with all requirements and current electoral legislation,  has the ability to maintain and produce an accurate and complete electoral register in a timely manner, whilst maintaining efficient and modern methods to facilitate and manage elections, registration and property database.

With the introduction of Individual Electoral Registration (IER) it is essential that the election management software system has the ability to maintain the electoral database; from an individual elector, household and property perspective throughout the varying stages of registration.

Specifically, with regards IER which has been in place for three years, the system shall not have 'workarounds' to complete tasks and objectives enabling Council team members to work as quickly and efficiently as possible.

The Authority will require that best in class levels of ongoing support and system training are available throughout the contract duration to ensure all legal obligations of the Electoral Services Team, the Electoral Registration Officer and the Returning Officer can be met if/when legislative changes are made.

System functionality and usability shall include all of the following areas: boundary levels, franchise, electorate, properties, registration, elections, payments and management information.

The EMS should:

* allow the ERO to publish, maintain and distribute an accurate register of electors, updates and the absent voter record
* allow the RO to administer all statutory elections in line with legislation
* allow the RO to undertake 100% postal vote statement checking
* hold the polling scheme as designated by the Council and allow the electoral services team to update this as and when required
* facilitate a move towards ‘digital by default’, in line with the local authority’s policy whilst ensuring legislative requirements are met

Xpress is the current Election Management System (EMS) software used by the electoral services team of the Royal Borough of Kingston up on Thames. Xpress was installed in December 2006 and has been renewed on a rolling contract ever since.

The current arrangements provide for an end-to-end system for the management of elections and electoral registration.

## **Value Of The Contract**

The anticipated total value of the Contract is approximately £160,000 to £180,000.

Details of the anticipated value is given in good faith as a guide to past purchasing and current planning to assist you in submitting your Tender. This should not be interpreted as an undertaking to purchase any goods or services to any particular value and do not form part of the Contract.

## **Contract Term**

The Authority proposes to enter into one contract with the successful Tenderer (**Service Provider**) for an initial period of three years.

The Authority may at its discretion extend the Contract for a further period, of up to one year plus one year (1+1).

The anticipated contract commencement date is 16 October 2017.

## **Clarifications About The Services Or ITT**

Any clarifications relating to this ITT must be submitted through the e-tendering portal. The Authority will respond to all reasonable clarifications as soon as possible through publishing the Tenderers' questions and the Authority's response to them on the e-tendering portal (**Clarifications Log**). If a Tenderer wishes the Authority to treat a clarification as confidential and not issue the response to all Tenderers, it must state this when submitting the clarification. If, in the opinion of the Authority, the clarification is not confidential, the Authority will inform the Tenderer and it will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all Tenderers.

The deadline for receipt of clarifications relating to the Services or this ITT is set out in paragraph 2.

Tenderers are advised not to rely on communications from the Authority in respect of the Services or ITT unless they are made in accordance with these instructions.

## **Clarifications About The Contents Of The Tenders**

The Authority reserves the right (but is not obliged) to seek clarification of any aspect of a Tenderer's Tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly. Vague or ambiguous answers are likely to score poorly or render the Tender non-compliant.

# TENDER TIMETABLE

## **Key Dates**

This procurement will follow a clear, structured and transparent process to ensure a fair and level playing field is maintained at all times, and that all Tenderers are treated equally.

The key dates for this procurement (**Timetable**) are currently anticipated to be as follows:

|  |  |
| --- | --- |
| **Event** | **Date** |
| Invitation to Tender | 16 August 2017 |
| Deadline for receipt of clarifications | 30 August 2017 |
| Target date for responses to clarifications | 6 September 2017 |
| Deadline for receipt of Tenders | 3pm, 15 September 2017 |
| Evaluation of Tenders | 15 - 25 September 2017 |
| Notification of contract award decision | 2 October 2017 |
| "Standstill" period | From 2 October 2017 to 12 October 2017 |
| Confirm contract award | 12 October 2017 |
| Contract start and start of mobilisation period | 16 October 2017 |
| Test environment  | 6 November 2017 |
| ‘Go Live’ | 1 December 2017 |

Any changes to the procurement Timetable shall be notified to all Tenderers as soon as practicable.

## **Deadline For Receipt Of Tenders**

Responses to this ITT must arrive at the address and in the manner prescribed under paragraph 3.1 no later than the Deadline. Any Tender received after the Deadline shall not be opened or considered. The Authority may, however, in its own absolute discretion extend the Deadline and in such circumstances the Authority will notify all Tenderers of any change.

## **References**

Tenderers are requested to supply three references. References will be used to verify the technical proposals put forward in the Tender and will not be scored. The Authority reserves the right to seek references from any of the Tenderer's customers, including the Authority, whether or not the Tenderer has listed such customers as referees.

## **Contract Award**

The Authority may award the Contract on the basis of a Tender submitted in accordance with the instructions set out in this Invitation To Tender.

Contract award is subject to the formal approval process of the Authority. Until all necessary approvals are obtained and the standstill period completed, no Contract will be entered into.

Once the Authority has reached a decision in respect of a contract award, it will notify all Tenderers of that decision and provide for a standstill period in accordance with PCR 2015 before entering into any Contract(s).

## **Debrief**

The contract award notification will be sent to each Tenderer. The Authority will inform all unsuccessful Tenderers of the identity and relative advantages and characteristics of the successful Tender as compared with the addressee's Tender.

# TENDER COMPLETION INFORMATION

## **Formalities**

All documents comprising the Tender must be completed and uploaded to the e-tendering portal by the Deadline.

The following requirements must be adhered to when submitting Tenders:

* The pages of any Tender documents uploaded to the e-tendering portal must be numbered sequentially as "Page [x] of [xx]" and include the date and title of the document on each page of the main body.
* Any additional pre-existing material which is necessary to support the Tender should be included as schedules with cross-references to this material in the main body of the Tender. Cross-references to this ITT should also be included in the Tender whenever this is relevant.
* Where documents are embedded within other documents, Tenderers must upload separate copies of the embedded documents.
* The Tender must be in English and drafted in accordance with the drafting guidance set out in this ITT.
* Each Tender must be uniquely named or referenced.
* The Tender must be fully cross-referenced.
* A list of supporting material must be supplied.
* Tenderers should use Arial font, size 12.

The Tender must be clear, concise and complete. The Authority reserves the right to mark a Tenderer down or exclude them from the procurement if its Tender contains any ambiguities, caveats or lacks clarity. Tenderers should submit only such information as is necessary to respond effectively to this ITT. Tenders will be evaluated on the basis of information submitted by the Deadline.

The Tenderer must upload a duly executed Form of Tender the template of which is included in the Tender Documents available on the e-tendering portal.

Where the Tenderer is a company, the Tender must be signed by a duly authorised representative of that company. Where the Tenderer is a consortium, the Tender must be signed by the lead authorised representative of the consortium, which organisation shall be responsible for the performance of the Contract. In the case of a partnership, all the partners should sign or, alternatively, one only may sign, in which case he must have and should state that he has authority to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership. In the case of the sole trader, he should sign and give his name in full together with the name under which he is trading.

## **Submission of Tenders**

The Tender must meet the Authority's minimum requirements, operate as a standalone bid and not be dependent on any other bid or any other factors external to the Tender itself. That is, the Tender must be capable of being accepted by the Authority in its own right.

##  **Contract Terms**

The draft Contract that the Authority proposes to use is included in the tender documents as ‘Terms and Condition Electoral Management’ on the e-tendering portal. By submitting a Tender, Tenderers are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment.

If the terms of the draft Contract render the proposals in the Tenderer's Tender unworkable, the Tenderer should submit a clarification in accordance with paragraph 1.8 and the Authority will consider whether any amendment to the draft Contract is required. Any amendments shall be published through the Clarifications Log and shall apply to all Tenderers. Where both the amendment and the original drafting are acceptable and workable to the Authority, the Authority shall publish the amendment as an alternative to the original drafting. Tenderers should indicate if they prefer the amendment; otherwise the original drafting shall apply. Any amendments which are proposed, but not approved by the Authority through this process, will not be acceptable and may be construed as a rejection of the terms leading to the disqualification of the Tender.

## **Documents Forming The Contract**

The following documents shall form part of the Contract between the Authority and the Service Provider(s):

* Contract and its schedules.
* Service Specification.
* A pricing schedule (as completed by the Service Provider).
* Method statement questions (as completed by the Service Provider).
* A list of commercially sensitive information (as completed by the successful Tenderer).

## **Consortia and Subcontractors**

The Authority requires all Tenderers to identify whether and which subcontracting or consortium arrangements apply in the case of their Tender, and in particular specify the share of the Contract it intends to sub-contract, any proposed sub-contractors, and precisely which entity they propose to be the Service Provider.

For the purposes of this ITT, the following terms apply:

* **Consortium arrangement.** Groups of companies come together specifically for the purpose of bidding for appointment as the Service Provider and envisage that they will establish a special purpose vehicle as the prime contracting party with the Authority.
* **Subcontracting arrangement.** Groups of companies come together specifically for the purpose of bidding for appointment as the Service Provider, but envisage that one of their number will be the Service Provider, the remaining members of that group will be subcontractors to the Service Provider.

## **Warnings and Disclaimers**

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.

If a Tenderer 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.

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.

## **Confidentiality and Freedom of Information**

This ITT is made available on condition that its contents (including the fact that the Tenderer has received this ITT) is kept confidential by the Tenderer and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Tenderer to submit a Tender.

As a public body, the Authority is subject to the provisions of the Freedom of Information Act 2000 (FOIA) in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.

The Authority shall treat all Tenderers' responses as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of FOIA.

While the Authority aims to consult with third-party providers of information before it is disclosed, it cannot guarantee that this will be done. Therefore, Tenderers are responsible for ensuring that any confidential or commercially sensitive information has been clearly identified to the Authority in the template provided within the e-tendering portal.

Tenderers should be aware that, in compliance with its transparency obligations, the Authority routinely publishes details of its contract(s), including the contract values and the identities of its suppliers on its website.

## **Publicity**

No publicity regarding the Services or the award of any Contract will be permitted unless and until the Authority has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Authority.

## **Tenderer Conduct and Conflicts of Interest**

Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:

* Devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.
* Enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender.
* Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender.
* Canvass the Authority or any employees or agents of the Authority in relation to this procurement.
* Attempt to obtain information from any of the employees or agents of the Authority or their advisors concerning another Tenderer or Tender.

Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and its advisers, and the Authority and its advisors. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Authority.

## **Authority's Rights**

The Authority reserves the right to:

* Waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Authority.
* Seek clarification or documents in respect of a Tenderer's submission.
* Disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT.
* Disqualify any Tenderer that is guilty of serious misrepresentation in relation to its Tender, or the tender process.
* Withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis.
* Choose not to award any Contract as a result of the current procurement process.
* Make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

## **Bid Costs**

The Authority will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Authority.

## **Guarantees**

Recipients of this ITT will note that a form of deed of guarantee is included in the tender documents on the e-tendering portal.

The Authority may require that, where the Tenderer is an operating company, it will be guaranteed by the parent company. As a result, the Authority may require each Tenderer to confirm the identity of the guarantor of its obligations under any Contract. This guarantor should be the ultimate parent company of the Tenderer, except in exceptional circumstances. In the case of consortia, the Authority will require confirmation that the consortium will provide either a parent company guarantee from the lead consortium member or an equivalent level of security.

## **Insurance**

The Authority will require the successful Tenderer to have in place as a minimum the following insurances in place.

(a) Employer’s Liability Insurance Policy of not less than £10 million for each and every claim, act or occurrence or series of claims, acts or occurrences; and

(b) Public Liability Insurance Policy of not less than £10 million for each and every claim, act or occurrence or series of claims, acts or occurrences;

(c) Product Liability Insurance Policy of not less than £2 million for each and every claim, act or occurrence or series of claims, acts or occurrences;

(d) Professional Indemnity Insurance Policy of not less than £2 million for each and every claim, act or occurrence or series of claims, acts or occurrences; and

(e) Business Interruption Insurance of not less than £1 million for each and every claim, act or occurrence or series of claims, acts or occurrences.

# TENDER EVALUATION MODEL

## **Selection Criteria Evaluation**

The Selection Criteria which are included as questions 1-8 will be evaluated first. Tenderers must achieve passes against all Pass/Fail questions in order to proceed to Award Criteria evaluation.

If a “Fail” score is obtained on any of the questions designated “Pass/Fail”, this will result in the Tender being rejected.

## The following table provides the summary scoring mechanism which will be applied.

|  |  |  |
| --- | --- | --- |
| **Section** | **Question Ref in e-tendering portal**  | **Scoring Method** |
| General Information | * 1. – 1.3
 | None - for information only |
| Grounds for Mandatory Exclusion | 2.1 | Pass/Fail |
| Grounds for Discretionary Exclusion | 3.1 | Pass/Fail |
| Economic & Financial Standing | 4.1-4.3 | Pass/Fail |
| Parent Company | 5.1 | None |
| 5.2-5.4 | Pass/Fail |
| Technical & Professional Ability | 6.1-6.2 | Pass/Fail |
| Modern Slavery Act 2015 | 7.1 | None |
| 7.2 | Pass/Fail |
| Insurance | 8.1 | Pass/Fail |

4.3 **Financial Information Evaluation Process**

## 4.3.1 Satisfaction of the Authority’s minimum standards relating to Economic and Financial Standing and Professional and Technical Ability.

This is assessed on a pass/fail basis. Tenderers will be required to pass a multi–step test to meet the Authority’s minimum standards relating to Economic and Financial Standing and Professional and Technical Ability. Tenderers must: (i) pass the turnover test; (ii) pass the contract test.

 If the Tenderer does not meet the multi step test, then the Authority reserves the right to fail the Tenderer at suitability assessment, in which case its submission will not be considered any further.

* + 1. Turnover Test

To pass the Turnover Test, Tenderers must meet or exceed the Turnover Threshold.

The Authority has set a minimum financial threshold of £360,000 per annum (three hundred and sixty thousand) as the Turnover Threshold by reference to the estimated contract value of the procurement. This minimum financial threshold is set to ensure that the Tenderer’s annual turnover is at least equal to the Turnover Threshold. The Authority wishes to ensure that the contract will not excessively dominate the existing business of any Tenderer. Therefore, the turnover of the Tenderer for the contract should not be less than the Turnover Threshold.

Where a Tenderer cannot meet the Turnover Test, letters of support from their parent company (or, in the case of consortium including Prime Contractor bids, the parent companies of the Lead Applicant and/or relevant consortium member/Significant Subcontractor) who can meet the Turnover Test may be deemed sufficient. The Authority will review the financial information presented from an organisation’s parent or Guarantor Company where a guarantee is confirmed.

 The Turnover Test will be carried out by the Authority using information provided by the Tenderer in the most recent annual reports including full signed audited accounts.

For Tenderers whose turnover is not measured in sterling the Authority will use the closing Foreign Exchange rate as at the date of assessment to convert the currency into sterling in order to carry out the Turnover Test. The same date will be used for all Tenderers. Tenderers that do not pass the Turnover Test will not be considered further.

4.3.3 Contract Test

The Authority requires the Tenderer to demonstrate it has carried out similar contracts in its previous three (3) financial years with public sector bodies or similar clients. Where Tenderers are not able to provide at least one example please provide an explanation that includes a description of your Business Plan and details how this contract opportunity fits in with your Business Plan.

 Tenderers that do not pass this Contract Test will not be considered further.

## **Award Criteria Evaluation**

Any Contract(s) awarded as a result of this procurement will be awarded on the basis of the offer that is the most economically advantageous to the Authority. The Award Criteria (**Award Criteria**) are:

* 70% quality;
* 30% cost.

Scores are arrived at following the application of the Evaluation Criteria (**Evaluation Criteria**) set out below to the Tenderer's Tender.

Tenderers are required to submit a Tender strictly in accordance with the requirements set out in this ITT, to ensure the Authority has the correct information to make the evaluation. Evasive, unclear or hedged Tenders may be discounted in evaluation and may, at the Authority's discretion, be taken as a rejection by the Tenderer of the terms set out in this ITT.

The Tender Evaluation Model showing the Evaluation Criteria and the maximum scores attributable to them are set out below.

**4.4.1 Method Statements 70 % (Technical and quality criteria)**

The Method Statement questions and their weightings are shown in e-tendering portal. The question weightings add up to 100 in the system; but the overall weighting applied to Quality is 70%

In responding to the method statements below, refer to Sections G, ER and EM of the Important Criteria in the specification document and indicate which criteria your organisation’s system meets, where appropriate.

**MS 1 - Data Access and Interrogation: 15 %**

|  |  |  |
| --- | --- | --- |
| **No** | **Question** | Weighting |
| MS1 | 1. Explain how users can view all data held within the database (e.g. electorate data or election data such as polling place statistical information) and outline what limitations (if any) there are on users accessing particular sets of data or where reports/extraction is required to view specific data.
2. Please outline the specific process(es) for extracting/interrogating statistical elector and property information and how this information can be used for analysis and management for our service requirements i.e. total online applications made on specific date, total duplicate applications made online between date ranges. You should ensure you specify what formats or software your system can output data in.
3. Please outline how you would obtain a list of polling places within a constituency (not a list of polling stations, just a list of the location of the polling place for each district within the constituency) and how you be able to sort and extract:
4. staffing data (including contact details) for those allocated to a polling place
5. Booking agents’ information (including contact details)
6. Polling equipment required/allocated

For the avoidance of doubt, where there are multiple polling stations in one polling place this data should not be duplicated. | 15% |

**MS 2 - Communication: 15 %**

|  |  |  |
| --- | --- | --- |
| **No** | **Question** | Weighting |
| MS2 | Explain how users can email 1. Registered electors
2. Pending/potential electors
3. Candidates
4. Election agents

individually and in bulk, direct from your system ensuring a record of the email, it’s contents and any attachment sent, is stored within the system.Set out what other communication methods are available to communicate to the above stakeholders direct from the system and explain any additional cost associated with these methods (this should include any licence fee, software details and costs for any add-ons and any data usage). | 15% |

**MS 3 - Data Import, matching & mining: 10 %**

|  |  |  |
| --- | --- | --- |
| **No** | **Question** | Weighting |
| MS3 | Outline how data held by the local authority and other data controllers can be imported into your organisation’s software and used by the ERO to improve the accuracy of the electoral register by:1. Identifying potential electors to generate an invitation to register (both to email and to print)
2. Identifying electors who are no longer eligible to be on the electoral register at their current address in order that the ERO may take necessary steps to remove them from the register
3. Identifying names of those who have already stated they are ineligible (for example a member of the large Korean community in Kingston) so they are not repeatedly sent ITRs
 | 10% |

**MS 4 - Project Implementation and Data MIgration: 10 %**

|  |  |  |
| --- | --- | --- |
| **No** | **Question** | Weighting |
| MS4 | **Part 1**Please describe the implementation plan and project management approach you would employ to mobilise this contract in order to meet the system Go Live date of 1st December 2017 (including use of the bearer token from IER-DS).Include a project plan and timeline including the following aspects: development, delivery, installation, approach to data migration ensuring quality assurance, and testing of the system. Also detail procedures and approach to the Monitoring and reporting of progress; Escalation procedures through Exception Reports and Highlight Reports in case of slippage against target; and Contingency/ Mitigation Plans in the event of failure to achieve the objectives contained in the plan;Set out the resource and activities required from both the current software provider and also internal Council teams including but not restricted to Electoral Services and ICT to meet the implementation deadline. Detail the dependencies to meet project milestones.Data to migrate will be:* data from Xpress, including images, dating back to 2007
* data from Xpress that was migrated from Pickwick (without images) dating back to 2002

**Part 2**Please provide an exit plan detailing how you would support the transition of your system to a new provider. Provide a proposal to include:* a high level definition of the new provider and customer responsibilities, including dependencies in your exit plan;
* what resources you would commit to support the proposed exit plan;
* any risks and issues associated with the key activities in the exit plan;
* the required engagement from the inbound supplier and their adherence to the exit agreement and an estimated associated cost as per proposed exit plan
 | 10% |

**MS 5 - Training: 5%**

|  |  |  |
| --- | --- | --- |
| **No** | **Question** | Weighting |
| MS5 | Please provide an overview of the training offered as part of this contract. Detail the training provided as part of implementation including the method of delivery, content, number of days, any limitation on the number of participants. Please detail any other methods of support available for users such as web-based support, user guides etc.Detail any refresher training available throughout the lifetime of the contract and following major system upgrades. If this is not included within the overall contract value please state the expected cost to the Council. | 5% |

**MS 6 - Support Arrangements: 5%**

|  |  |  |
| --- | --- | --- |
| **No** | **Question** | Weighting |
| MS6 | Please provide details of what support and maintenance arrangements are included in the contract price. Describe first and second line support. Provide service helpdesk arrangements and give hours of operation, current support structure, locations arrangements for problem management, call escalation procedure and response time SLA’s. Also detail any out of hours support and any additional support provided for scheduled elections, national referenda, ‘snap’ parliamentary elections and any parliamentary by-elections.Where remote access to the system is required to provide support, how will this be achieved? | 5% |

**MS 7 - Network Architecture: 10%**

|  |  |  |
| --- | --- | --- |
| **No** | **Question** | Weighting |
| MS7 | Please describe the overall solution architecture of your proposed system and associated environments.Include a high level design showing all components and any integrations, dependencies and data traffic flows.Indicate where additional components are required to achieve any integration with other systems and any associated costs to the Authority within your price bid. | 10% |

**MS 8 - Technical Standards: 10%**

|  |  |  |
| --- | --- | --- |
| **No** | **Question** | Weighting |
| MS8 | Provide detail of hardware specification, environment standards such as operating system, databases and web server versions. Indicate whether web interfaces use ssl. The specification should include information regarding any support for server virtualisationProvide detail on user authentication including single sign on options. (Any user authentication that uses local system data must ensure that passwords and pin numbers are cryptographically stored.)Provide details of any client hardware and software requirements and any support for mobile devices. Provide details on any peripheral equipment that is required as part of the solution, including connectivity and software requirements i.e. scanners, barcode scanners etc.. Provide information on the scalability and resilience of the system. Provide details on any integration with the Microsoft Office suite and whether there is an option to use the Google Office application suite.Outline any elements of your solution which are not compatible with the Council’s Technical Standards and Security Principles.Please provide a copy of your Business Continuity Plan. | 10% |

**MS 9 - Future Upgrades: 5%**

|  |  |  |
| --- | --- | --- |
| **No** | **Question** | Weighting |
| MS9 | Please describe your products current capability/limitation future roadmap and development strategy. Explain how system upgrades will be offered and their likely frequency. Include details of system testing, planned upgrades, change control procedures, ITIL standards and improvement benefits.Confirm whether all upgrades and system enhancements are provided free of charge within the licence fee. Where this is not the case clearly outline the additional costs that would be incurred by the Authority for upgrades or enhancements throughout the contract term within your price bid. Outline what forums (both virtual and ‘real-life’) your organisation has in place to allow your customers/clients to meet with other customers and your staff to raise issues, enhancement requests etcOutline how your organisation remains up to date with electoral legislation, Electoral Commission performance standards and ‘good practice’. | 5% |

**MS 10 - Added Value Services: 10%**

|  |  |  |
| --- | --- | --- |
| **No** | **Question** | Weighting |
| MS10 | Are there any other added value services that your organisation/ system can provide to the Authority, Electoral Registration Officer and Returning Officer in order to streamline the registration and election management process and to create efficiencies, such as, but not limited to Tablet devicesYou may wish to refer to the ‘Important Criteria’ in the Specification Document when responding to this question. | 10% |

**MS 11 - Social Value: 5%**

|  |  |  |
| --- | --- | --- |
| **No** | **Question** | Weighting |
| MS11 | Please indicate how your organisation’s corporate social responsibility policies relate to and will ensure the service compliance with the Social Value Act. | 5% |

##  **Evaluation Process**

**Technical or quality evaluation:** The technical evaluation will be scored in accordance with the table below.

**Scoring matrix for the technical and quality criteria**

|  |  |
| --- | --- |
| 0 | Completely fails to meet required standard or does not provide a proposal. |
| 1 | Proposal significantly fails to meet the standards required, contains significant shortcomings or is inconsistent with other proposals. |
| 2 | Proposal falls short of achieving expected standard in a number of identifiable respects. |
| 3 | Proposal meets the required standard in most material respects, but is lacking or inconsistent in others. |
| 4 | Proposal meets the required standard in all material respects. |
| 5 | Proposal meets the required standard in all material respects and exceeds some or all of the major requirements. |

**4.6 Pricing evaluation: 30 %**

The Pricing Schedule will be marked out of 100 on the system but the overall weighting applied to Price is 30%.

Bid prices will be scored:

On a comparative basis with the lowest bid receiving 100% of the available marks (30% following weighting). All other bids will be compared against that lowest bid using the following formula:

(Lowest total price/own total price) \* 100

**4.8 General**

|  |  |
| --- | --- |
| Form Of Tender [Section 12 in e-tendering portal] | Not Scored but failure to complete and return this form may result in the Tender being rejected. |
| Certificate of Collusion or Canvassing [section 11 in e-tendering portal] | Not Scored but failure to complete and return this form may result in the Tender being rejected. |

# TUPE

The Authority’s position is that the Acquired Rights Directive EEC Directive 2001/23 and the Transfer of Undertakings (Protection of Employment) Regulations 2006 (*SI 2006/246*) as amended (together **“TUPE”)** do not apply to this procurement and Tenderers shall price their Tenders accordingly. Notwithstanding the Authority’s position, Tenderers are advised to take independent legal advice and make their own decision as to whether or not TUPE applies.