**Cheshire East Borough Council**

**GUIDANCE DOCUMENT**

**17 043 REQUEST FOR QUOTATION**

**FOR THE RENEWAL Solarwinds Network Monitoring Software**

**PERIOD: 21st OCTOBER 2017 TO 20TH OCTOBER 2019**

**CHEST REF: DN301937**

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**Version 8.0**

**SUMMARY INSTRUCTIONS AND DETAILS OF CONTRACT**

|  |  |
| --- | --- |
| **ITEM** | **CONTRACT DETAILS** |
| Contract Description: | Renewal of Solarwinds Network Monitoring Software  Period: 21.10.17 –20.10.19 |
| Quantity: | As detailed in the Specification |
| Period of Contract: | 2 year contract 21st October 2017 to 20th October 2019. |
| Procurement Officer: | Simon Hagan |
| Submission instructions: | Submissions must be received via The Chest  https://www.The-Chest.org.uk  Please note you are required to register, express an interest, download the Request For Quotation (RFQ) documentation and upload the completed RFQ documentation by below deadline. |

**Indicative Timetable**

This timetable is indicative only. The Council reserves the right to change it at its discretion.

| **Stage** | **Date(s)/time** |
| --- | --- |
| Issue of Request For Quotation | 5th October 2017 |
| Deadline for Clarification questions | By 12:00:00 Noon 11th October 2016 via Chest |
| **Deadline for Submission of Quotations** | **12:00:00 Noon Friday 13th October 2017** |
| Evaluation of Quotations | Monday 16th October 2016 |
| Notification of result of evaluation | Wednesday 18th October 2016 |
| Expected Contract commencement | 21st October 2016 |

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**IMPORTANT NOTICE – GENERAL**

This Request for Quotation (“RFQ”) is issued to those companies who have expressed an Interest (“bidders”) to **Cheshire East Council** (the “Council”) to provide a Renewal of Solarwinds Network Monitoring Software for 2 years (the “Contract”)*,* their professional advisers and other parties essential to preparing a Quotation for this Contract (the “Quote”) and for no other purpose.

The contents of this RFQ, and of any other documentation sent to you in respect of this quotation process, are provided on the basis that they remain the property of the Council and must be treated as confidential. If you are unable or unwilling to comply with this requirement you should destroy this RFQ and all associated documents immediately and not retain any electronic or paper copies.

No bidder will undertake any publicity activities with any part of the media in relation to the Contract or this RFQ process without the prior written agreement of the Council, including agreement on the format and content of any publicity.

This RFQ is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained therein and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the Council and its advisers.

The Council reserves the right to cancel the quotation process at any point. The Council is not liable for any costs resulting from any cancellation of this Quotation process nor for any other costs incurred by those quoting for this Contract.

**IMPORTANT NOTICE: CONSORTIUM BIDDERS**

Consortium Bidders – If the Bidder is a consortium then all sections of the Suitability Assessment Questionnaire of this RFQ of the response document must be answered by each member of the consortium.

Care should be taken by the lead member to include sufficient information on all consortium members. Only the lead member need answer the other schedules in the RFQ response document, however, should do so bearing mind the rest of the consortium members and the skills they will bring to the delivery of this project.

Where **each consortium member** is required to complete a section / question, and the evaluation shall be based on **aggregation**, then all the consortium members will be evaluated collectively. Their collective / aggregate response shall be evaluated accordingly. Should their collective response not meet the requirements, the whole consortium shall fail.

**Legal Form of Consortium**

The Council reserves the right to require any consortium it awards a contract to, if it is justified for the satisfactory performance of the contract, to name a lead partner with whom it can contract, or alternatively, to form a single legal entity before entering into, or as a term of, the contract. The Council shall not enter into a contract individually with each consortium member.

INSTRUCTIONS

1. BACKGROUND
   1. Further details of the Council’s requirements under the Contract and other relevant information are provided in the Specification – Schedule 1
   2. If you have any questions or require any clarifications, please contact the Procuring Officer via The Chest [www.the-chest.org.uk] by the deadline in the timetable.
   3. Other than the person identified above, no Council employee or member of the Council has the authority to give any information or make any representation (express or implied) in relation to this RFQ or any other matter relating to the Contract.
   4. The Council reserves the right to issue supplementary documentation at any time during the quotation process to clarify any issue or amend any aspect of the RFQ. All such further documentation which may be issued shall be deemed to form part of the RFQ and shall supplement and/or supersede any part of the RFQ to the extent indicated.
   5. Under the Contract the Council will require compliance with its policies. Bidders are advised to satisfy themselves that they understand all of the requirements of the Contract before submitting their quote.
   6. The Council will not be held responsible for organisations who do not keep their Chest contact details up to date.
   7. Organisations not currently operating in the UK should, when answering each of the questions substitute where relevant the appropriate legislation/codes of practice, equivalent accreditations, appropriate professional, registrar of companies, commercial or other register applicable within their domestic jurisdiction.
2. QUOTATION SUBMISSION REQUIREMENTS
   1. Please ensure you leave sufficient time to upload your RFQ prior to the closing date/time. The council cannot be held responsible for technical/ICT issues in leaving the uploading of your submissions too late.
   2. Only one quotation is permitted from each bidder. In the event that more than one is submitted by a Bidder, the one with the latest time of submission will be evaluated and the other(s) disregarded.
   3. The Quote (including price) should remain valid for a minimum period of 90 days.
   4. The Quote must not be qualified in any way.
   5. Quotes submitted by post or fax will not be accepted. No submission received after this closing date and time will be considered other than where there are exceptional Circumstances, which may be considered by Legal Services. Please note that submissions, which are partly through being uploaded at the closing time, will be considered to have not been received.
   6. Any signatures must be made by a person who is authorised to commit the Quotation to the Contract.
   7. **Submissions must be made using the response document only; answers to questions must be in the box provided within the response document and Cross Referencing Answer to Answer is not permitted.**
   8. Please do not send any additional bidder literature, brochures, appendices, attachments if these have not been requested by the Authority. Answers to accreditation / certification questions in the Response Document are self certify until award, unless the authority have specifically required additional literatures.
   9. The bidder should have the relevant levels of insurance in place at the time of bidding or agree to obtain prior to contract award.
   10. Technical Support - Assistance

If you experience any technical problems in using The Chest, please email [nwsupport@due-north.com](mailto:nwsupport@due-north.com) or telephone 0845 293 0459.

Bidder help guides are available on The Chest from [www.the-chest.org.uk](http://www.the-chest.org.uk)

1. CONTRACT DOCUMENTS
   1. Any resulting Contract will be on the Contractual Terms and Conditions (as attached at **Appendix 2**) .The Contract will be subject to English law and the exclusive jurisdiction of the English Courts.
   2. Please note that no work must be commenced by the successful bidder and no payment can be made until the contractual terms and conditions are signed by both parties.
   3. The Council reserves the right, as within Cheshire East Council’s Contract Procedure Rules, to employ a Best and Final Offer stage (BAFO). Where that BAFO changes an element of evaluation criteria for the Core Requirement, then that element of the bidders quote will be re-scored. This process will be managed through The Chest.
2. **CLARIFICATIONS**
   1. **Pre-Submission Clarifications**
      * All clarifications raised by bidders prior to the submission deadline (as indicated in the timetable) in regard to this RFQ must be submitted via the e-tendering portal – “The Chest”: [www.the-chest.org.uk](http://www.the-chest.org.uk) by the date shown on the “Indicative Timetable”.
      * The Council shall endeavour to respond to queries within two working days. If the Council considers any question or request for clarification to be of material significance, both the query and the response will be circulated in a suitably anonymous form to all bidders.
      * Any clarifications in respect of the Conditions of Contract or any specific industry related issues must be raised as a clarification during the pre- submission clarification stage.
   2. **Post-Submission Clarifications**
      * The Council reserves the right, after submissions have been opened, to clarify with any bidder, any aspect of the submission and to retain all and any of the information supplied to it by the bidder(s). It is imperative that all bidders are immediately available during the evaluation period of this submission.
      * The Council may decide to interview Bidders or hold clarification meetings to assist its RFQ process, and Bidders will be notified in due course.
3. **SAQ & RFQ: EVALUATION CRITERIA**

The evaluation will be based upon two stages within a single RFQ Response Document and will have two key areas consisting of:

* + - A Mandatory ‘Suitability Assessment Questionnaire’ (SAQ); and
    - An RFQ ‘Award’ section, made up of:
      * Financial Evaluation

Only those offers that meet the qualifying criteria in the ‘SAQ’, will then

be scored against the RFQ ‘Award’ criteria. Those deemed not to meet

the qualifying criteria within the SAQ will not be considered further.

The Council does not undertake to accept the lowest priced or any quotation and reserves the right to accept the whole or any part of any quotation submitted.

Completed RFQ Response Documents will be evaluated against the award criteria set out in Table 1 and Table 2 below.

**5.1 SAQ Evaluation Matrix**

The mandatory SAQ set within the new Public Contract Regulations 2015, will be based upon the following criteria in Table 1, any quote failing any of the below mandatory criteria, giving rise to concerns which cannot be satisfied, will not be evaluated further.

**Table 1**

| **Schedule / Section** | **Assessment** | **“Fail” on** |
| --- | --- | --- |
| **Schedule 1**  Form of Tender and Certificate of Non-Collusion & Non-Canvassing | This question is based on pass and fail. To accept formally by form or tender and confirm non collusion and canvassing. | No Acceptance /Signature of Schedule 1 |
| **Schedule 2**  Suitability Assessment Questionnaire (SAQ) | | |
| **Section 1.**  Supplier Information | This section is required for information purposes only, to ensure The Council has the correct details of all Organisations. | N/A |
| **Section 2.**  Insurance | The scoring criteria table below will show the pass/fail criteria | Applicants will fail on Incomplete responses and / or  doesn’t meet requirements of the question. A fail is given for a pass/fail question. |
| **Schedule 4.**  Declaration | This is based on pass and fail. To accept completion of document formally. | No Acceptance /Signature of Schedule 6 |

1. **PROJECT BRIEF/REQUIREMENTS**

6.1 **INTRODUCTION**

This procurement exercise has been undertaken in order to renew the Solarwinds Network Monitoring Software.

Cheshire East will be leading on this procurement on behalf of both Councils. The contract shall be formed between Cheshire East Borough Council and the supplier. Cheshire West and Chester Borough Council shall be a beneficiary under the contract and shall have the right to take the benefit of the contract and enforce its terms. The Council intends that any wholly owned legal entity of the Council as defined as a Contracting Authority under Regulation 3(1) (w) of the EU Public Contract Regulations 2006 as amended shall be entitled to access goods or services under this Contract. The Contract may at any time during the Contract Period be assigned or novated either wholly or in part to any such entity. The Council may appoint such entity as its agents under the Contract, who shall undertake any task delegated to it by the Council, including receiving invoices and making payments under the contract, and handling all day to day matters arising. By submitting a tender, the contractor accepts that it shall deal with the Council’s agent in any matter and in any way required by the Council

6.2 **REQUIREMENTS/SPECIFICATION**

**See Appendix 1**

1. **SUBMISSION EVALUATION** 
   1. **RFQ ‘Qualitative Evaluation Questions’ Award Criteria**

Response to Request for Quotation (RFQ) will be evaluated to determine the Most Economically Advantageous Tender (MEAT) taking into consideration the following award criteria:

* The Council does not undertake to accept the lowest price or any Tender and reserves the right to accept the whole or any part of any Tender submitted.
* Where the pricing of a Quotation is abnormally low The Council reserves the right to reject the Tender in accordance with the requirements for further investigation under The Public Contracts Regulations 2015. <http://www.legislation.gov.uk/uksi/2015/102/contents/made>
* Each RFQ Response will be checked initially for compliance with all requirements of the RFQ.
* Tenders will be evaluated against the award criteria set out below in Table 2.
  1. **RFQ Evaluation Summary Table**

**Table 2**

| **Schedule / Section** | **Assessment** |
| --- | --- |
| **Full Response Document:**  Initial Compliance Checks |  |
| Schedule 1. Compliance with Form of tender and Certificate of Non-Collusion & Non-Canvassing | Pass / Fail |
| **Mandatory** | |
| Schedule 2 Suitability Assessment Questionnaire ( SAQ )  Section 1 – Legal Status – Organisation Details  Section 2 – Insurance | Information Only  Pass / Fail |
| **Award** | |
| Schedule 3 Pricing Schedule | **100%** |
| Schedule 4 RFQ Declaration | Pass / Fail |

* + 1. **Financial Evaluation – 100% Weighting**

The price is converted into a score as a percentage. The lowest, but feasible, price is awarded 100%, with all other prices awarded as a percentage of the lowest price in accordance with the below.

Please note that the evaluated price will be the **Overall Total Price**, which should be the whole life cost of the contract (excluding VAT), which must include **ALL** charges in respect of the terms of the contract. Failure to quote for all aspects of the specification will result in a score of zero for this section. If no separate charge is made for any of the above please indicate the charge is 0 rather than leaving the box blank.

The sum of all of these derived percentages allows ranking of applicants.

**EXAMPLE**

Pricing Element = 100% weighting:

Bidder A = £1000.00

Bidder B = £2000.00

Bidder C = £3000.00

Lowest Price/Submitted Price x Price Criteria Weighting:

Therefore – Bidder A = £1000.00/£1000.00 x 0 = 100%

Bidder B = £1000.00/£2000.00 x 100 = 50%

Bidder C = £1000.00/£3000.00 x 100 = 33.33%

1. **NATIONAL FRAUD INITIATIVE**
   1. The Bidder should be aware that the Council may take part in bi-annual National Fraud Initiative (NFI) exercises undertaken by the Audit Commission, or equivalent body.  This requires that the Council provides details of transactional activity for a period of time, namely invoice details, plus bidder master-file data e.g. bidder name, vat / bidder registration details, bank account details.  Data matching exercises are then undertaken by the Audit Commission, or equivalent body, to assist in the prevention and detection of fraud.
2. **WHISTLEBLOWING POLICY**
   1. The Supplier shall comply with Cheshire East Council’s Whistle Blowing Policy which shall ensure that employees of the Supplier are able to bring to the attention of the Council malpractice, fraud and breach of Laws on the part of the Supplier or any sub-contractor without fear of disciplinary and other retribution or discriminatory action.
   2. Tenderers and their employees may wish to acquaint themselves with the implications of the Policy for them.  Tenderers’ employees may wish, for example, to report any breaches in the way in which the contract is being performed or any unacceptable behaviour by either a fellow employee or a Council employee.
   3. For further information and guidance along with details as to how to make such a disclosure, please refer to the [Whistleblowing Policy (PDF, 85KB)](http://www.cheshireeast.gov.uk/pdf/Whistleblowing_Policy.pdf) or email [whistleblowing@cheshireeast.gov.uk](mailto:whistleblowing@cheshireeast.gov.uk).
3. **CONFLICTS, PAST PERFORMANCE & ‘SELF CLEANING’**
   1. **‘Self-cleaning’**

Any Supplier that answers **‘YES’** to questions relating to Conflicts, Past performance and Self Cleaning should provide sufficient evidence using the fields above, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively “self cleans” the situation referred to in that question. The supplier has to demonstrate it has taken such remedial action, to the satisfaction of the authority in

each case.

If such evidence is considered by the authority (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process. In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has;

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

The measures taken by the Supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Authority to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

**Cheshire East Borough Council**

**REQUEST FOR QUOTATION**

**Cheshire East Borough Council**

Renewal of Solarwinds Network Monitoring Software

**Period: 21.10.17 – 20.10.19**

**RFQ APPENDIX 1: SPECIFICATION**

Orion Additional Polling Engine  
Orion Netflow Traffic Analyser – SLX  
Orion Network Configuration Manager – DL3000  
Orion Network Performance Monitor SLX  
Voip and Network Quality Manager – SLAX  
Engineers Tools licenses 4x

**Cheshire East Borough Council**

**REQUEST FOR QUOTATION**

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Renewal of Solarwinds Network Monitoring Software

**Period: 21.10.17 –20.10.19**

**RFQ APPENDIX 2: CONDITIONS OF CONTRACT**

** TBC**

**Cheshire East Borough Council**

**REQUEST FOR QUOTATION**

**Cheshire East Borough Council**

Renewal of Solarwinds Network Monitoring Software

**Period: 21.10.17 –20.10.19**

**RFQ APPENDIX 3: PRICING SCHEDULE**

**Please provide your fixed fee proposal for Solarwinds Network Monitoring Software. This fixed fee should include all expenses, but be exclusive of VAT.**

*End of RFQ Guidance Document*