

## Devon County Council

**CP1068-14**

**OJEU Reference 2014/S 219-387469**

**CPV Code: 30120000 Photocopying and offset printing  
equipment**

### INVITATION TO TENDER

**The Provision of a Print Managed Service  
And Multifunctional Devices**

**Please state which Lot(s) you are bidding for**

- ☐ **Lot 1 – Managed Print Service (single supplier contract)**
- ☐ **Lot 2 – Ad hoc supply of Multi-functional Devices (multi  
supplier framework)**

**Tenderer to insert their company/organisation name**

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## A1: Invitation to Tender

<p style="text-align: center;"><b>Invitation to Tender No:</b></p> <p style="text-align: center;"><b>CP1068-14</b></p>	<p style="text-align: center;"><b>DEVON COUNTY COUNCIL</b> Devon Procurement Services Room 120, County Hall, Exeter, Devon EX2 4QD</p>
<p><b>Tender for:</b> The provision of a Managed Print Service and Multifunctional Devices</p> <p><b>Period of Contract:</b> <b>Lot 1</b> - 36 months with the option to extend for a further 2 x 24 months.</p> <p><b>Lot 2</b> will be a framework of supplier with a maximum term of 4 years – 36 months with the option to extend for a further 12 months.</p>	<p style="text-align: center;"><b>Due for return by NOON on:</b></p> <p style="text-align: center;"><b>Tuesday 20<sup>th</sup> January 2015</b></p>

### Conditions of Invitation (Qualification)

1. Tenders are invited for the supply of the goods or services specified or described in the invitation.
2. The contract shall be subject to the Authority's Standard Conditions of Contract. Wherever special conditions of contract are contained in the invitation to tender, the contract shall be subject to those special conditions in addition to the Standard Conditions of Contract, and where those special conditions are inconsistent with the Authority's Standard Conditions of Contract, the special conditions shall prevail. Offers by tenderers made subject to additional or alternative conditions may not be considered and may be rejected on the grounds of such conditions alone.
3. The Authority does not bind itself to accept the lowest or any tender, and reserves the right to accept a tender either in whole or in part, for such item or items specified in the invitation to tender, and for such place or places of delivery as it thinks fit, each item and establishment being for this purpose considered as tendered for separately.
4. The Authority reserves the right, subject to relevant laws, and at any time, to reject any Tender Response and/or to terminate discussions with any of the Tenderers.
5. This Invitation to Tender (ITT) together with any other information to be provided at any time within the procurement process has been and will be provided in the interests of assisting Tenderers to develop their proposals. It is intended only as an explanation of the Authority's requirements and is not as a representation to induce any Tenderer to enter into any form of contract with the Authority.
6. Accordingly information provided does not purport to be all-inclusive or to contain all the information that the prospective Operator may require. Tenderers and their advisers must take their own steps to verify information, which they use and must make an independent assessment of the opportunity described in this ITT after making such investigation and taking such professional advice as they deem necessary.
7. Neither the Authority nor any of its directors, officers, employees, agents who now or at any time become concerned with the procurement process shall be considered to make or be deemed to have made any representation or warranty as to the adequacy, accuracy, reasonableness or completeness of the information contained in this ITT and any associated documents. However the Authority does not exclude any liability that it may have for fraudulent misrepresentation or any other liability not capable of being excluded by law.
8. Neither the Authority nor its professional advisors shall be liable for any loss or damage arising as a result of reliance on the information in this ITT and attachments, or any associated documents or other information subsequently or previously provided, nor for any expenses incurred by Tenderers at any time. No third party has been or will be authorised to accept or agree to accept on behalf of the Authority any such liability.

9. Tenderers remain responsible for all costs and expenses incurred by them or by any third party acting under instructions from them in connection with their Tender Responses whether incurred directly by them or their advisors or subcontractors and regardless of whether such costs arise as a consequence direct or indirect of any amendments made to this ITT and/or other documents issued by the Authority at any time. For the avoidance of doubt, the Authority shall have no liability whatsoever to Tenderers for the costs of any discussions or communications.
10. The information in this ITT and any associated documents is made available on condition that it is treated as confidential by the Tenderers and is not disclosed, copied, reproduced, distributed or passed to any other person at any time except for the purpose of enabling a submission to be made. For example disclosure by a Tenderers to its insurers and funders who are directly involved in the tender, provided they have each given an undertaking at the time of receipt of the relevant information (and for the benefit of the Authority) to keep such information confidential.
11. Other than as specified above, Tenderers shall not make any of the information referred to in paragraph 10 available to any other parties in any circumstances without the prior written consent of the Authority nor use it for any purpose other than that for which it is intended.
12. Tenderers shall be responsible for the confidentiality of their own information.
13. This ITT is the copyright of the Authority. Tenderers shall not reproduce any of the ITT or any associated documents in any material form (including photocopying or storing it in any medium by electronic means) without the written permission of the Authority, other than for use strictly for the purpose of preparing their Tender Responses. This ITT and any document at any time issued as supplemental to it are and shall remain the property of the Authority and must be returned or destroyed upon demand.
14. Any Tenderer who, in connection with this tender:
  - 14.1 offers any inducement, fee or reward to any member or officer of the Authority or any person acting as an advisor for the Authority; or
  - 14.2 does anything which would constitute a breach of the Prevention of Corruption Acts 1889 to 1916; or
  - 14.3 contacts any officer of the Authority about any aspect of the tender, except as authorised by this ITT including (but without limitation) for the purposes of discussing the possible transfer to the employment of the Tenderer of such officer for the purpose of the Project or for soliciting information in connection with the Project,will be disqualified from any further involvement in the procurement process (without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability, which such conduct by a Tenderer may attract).
15. Tenderers should advise the Authority as soon as practicable in the event of a conflict of interest arising in respect of a Bidder's Tender Response. In such circumstances, the Authority may require further information from Tenderers but reserves the right to disqualify a Tenderer from further involvement in the procurement process.
16. In the event of any inconsistency, this document and enclosures will take precedence over any documents previously issued by the Authority in relation to this Project.
17. The laws of England and Wales shall apply to this ITT and the Tender Responses.
18. The Authority reserves the right to disregard Tender Responses it considers as non-compliant unless exceptional extenuating circumstances prevail, of which the Authority will be the final arbiter. The Authority will reject any Tender Response that is:
  - 18.1 not in accordance with the Conditions of Invitation and all other instructions issued by the Authority during the procurement process; and/or
  - 18.2 received after the time specified in this ITT.

19 The Authority reserves the right to:

19.1 cancel the procurement process at any stage; and

19.2 require a Tenderer to clarify its submission in writing and/or provide additional information.  
(Failure to respond adequately may result in the Tenderer being disqualified).

20. **Tenderers must satisfy themselves that they are eligible to take part in this tender and are not excluded from being selected as a Contactor as a result of being convicted of any of the offences listed in the Public Contracts Regulations 2006 Part 4 Regulation 23 – Criteria for the rejection of Economic Operators. Detail can be found at <http://www.opsi.gov.uk/si/si2006/20060005.htm#23>**  
**By signing below you are confirming that you should not be treated as being ineligible.**

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**To Devon County Council**

I / We the undersigned DO HEREBY UNDERTAKE on the acceptance by the Authority of my / our tender either in whole or in part, to supply (*or perform the services*), on such terms and conditions and in accordance with such specifications (*if any*), as are contained or incorporated in the Councils invitation to tender. I / We agree and declare that the acceptance of this tender by letter on behalf of the Authority, whether for the whole or part of the items included therein, will constitute a contract for the supply of such items, and, I / We agree to enter into a further agreement for the due performance of the contract.

\*Signed: ..... Date: .....

Name: (*in block capitals*): .....

In the capacity of: ..... on behalf of: .....  
(*State official position, ie Director, Manager, Secretary etc*).

Company Name and postal address:.....

.....

Telephone No: ..... Fax No: .....

E-mail .....

\*Company Registration Number and legal form:

.....

*\*(It must be clearly shown whether the Tenderer is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Tenderer, the capacity in which he/she signs or is employed).*

## A2: Definitions

<b>Applicant</b> shall mean:	Any organisation that has registered an interest in, or responded to, this Invitation to Tender
<b>(The) Authority</b> shall mean:	Devon County Council
<b>Authorised Representative</b> shall mean:	Any employee of the Authority or the Contractor empowered to make decisions relating to this contract, on behalf of their organisation
<b>Consumables</b> shall mean:	All supplies required for the normal use of machines including but not limited to toner, staples, waste cartridges, drums etc. but does not include paper, card, labels, acetate sheets.
<b>Contract</b> shall mean:	The agreement between the Customer and the Contractor for the provision of Goods & Services being the subject of this Tender, including all documents to which reference may properly be made in order to ascertain the rights and obligations of the parties
<b>Contract Price</b> shall mean:	That sum so named in the Contract, together with any additions thereto or deductions there from, agreed in writing under the Contract
<b>Contractor</b> shall mean:	The person, firm or company named as such in the Contract as responsible for carrying out the Contract and shall include the Contractor's legal personal representatives, successors and permitted assigns
<b>Cost per copy</b> shall mean:	A charge per image produced (click) that covers all consumables, service and maintenance
<b>(The) Council</b> shall mean:	The Devon County Council or its duly authorised officers.
<b>Customers</b> shall mean:	Any representative of the Authority entitled to place orders under this contract
<b>DCC</b> shall mean:	Devon County Council
<b>DPS</b> shall mean:	Devon Procurement Services
<b>DPP</b> shall mean:	Devon Procurement Partnership, which comprises any Public Organisation operating within Devon, comprising collectively and / or individually of: Community Council of Devon Devon and Cornwall Police Authority Devon County Council Devon and Somerset Fire and Rescue Service Dartmoor National Park Authority Devon Primary Care Trust Devon Rural Network Devon Towns Forum East Devon District Council Exeter City Council Exeter College Exeter University Land Registry Market and Coastal Towns Association Mid Devon District Council Met Office North Devon District Council Plymouth City Council South Hams District Council Teignbridge District Council

<b>e-Gif</b>	Torbay Council Torridge District Council West Devon Borough Council And future and Associate members Defines the technical policies and specifications governing information flows across government and the public sector. These cover interconnectivity, data integration, e-services access and content management. Further information can be found at <a href="http://www.govtalk.gov.uk">www.govtalk.gov.uk</a>
<b>FTP shall mean:</b>	File Transfer Protocol
<b>ITT shall mean:</b>	Invitation to Tender
<b>MEAT shall mean:</b>	Most Economically Advantageous Tender as outlined within the EU Procurement Directives
<b>LDAP shall mean:</b>	Lightweight Directory Access Protocol
<b>MFD shall mean:</b>	Multi Functional Device
<b>MPS shall mean:</b>	Managed Print Service
<b>MS shall mean:</b>	Microsoft™
<b>Offer to Supply shall mean:</b>	The ITT document fully completed by the applicant and returned to DCC by the means indicated within this documentation
<b>OEMs shall mean:</b>	Original Equipment Manufacturers printer consumables
<b>Tenderer shall mean:</b>	Any organisation that has submitted an Offer to Supply in response to an Invitation to Tender
<b>Quarterly Rental shall mean:</b>	The charge invoiced per quarter to cover the rental of the machine and peripherals i.e. cabinet, document feeder, sorter, coin operation units etc. and will be fixed during the main period of 3, 4 or 5 years

## A3: Certificate of Undertaking and Absence of Collusion

The tenderer shall sign the below Certificate of Undertaking and Absence of Collusion (at foot of page), clearly indicating whether they sign as a Consortium or Member of a Consortium (box A), or as a single body and/or individual (box B) by striking through Box A or B, whichever is inapplicable.

### Box A - Consortium

I/We the undersigned do hereby certify that:-

- (a) the consortium's tender is bona fide and intended to be competitive and the consortium has not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person outside the consortium;
- (b) the consortium has not entered into any agreement with any person outside the consortium that they shall refrain from tendering or that they shall withdraw any tender once offered or vary the amount of any tender to be submitted or asked the amount of any tender to be submitted;
- (c) the consortium has not informed any person outside the consortium other than the person calling for the tender the amount or approximate amount of the tender or proposed tender except where the disclosure, in confidence, of the approximate amount of the tender was necessary or will be necessary to obtain insurance premium or other quotations necessarily required for the preparation of the tender;
- (d) the consortium has not offered to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or the proposed tender for the said work any act or thing of the nature specified and described above.
- (e) I/We further undertake that the consortium will not do any of the acts mentioned in (b), (c) and (d) above before the hour and date specified for the return of the tender.

### Box B – Single Body and/or Individual

I/We the undersigned do hereby certify that:-

- (a) My/our tender is bona fide and intended to be competitive and I/we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person;
- (b) I/we have not indicated to any person other than the person calling for the tender the amount or approximate amount of the proposed tender except where the disclosure, in confidence, of the approximate amount of the tender was necessary or will be necessary to obtain insurance premium or other quotations necessarily required for the preparation of the tender;
- (c) I/we shall have not entered into any agreement or arrangement with any other person that they shall refrain from tendering or that they shall withdraw any tender once offered or vary the amount of any tender to be submitted or asked the amount of any tender to be submitted;
- (d) I/we have not offered to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or the proposed tender for the said work any act or thing of the nature specified and described above.
- (e) I/we further undertake that I/we will not do any of the acts mentioned in (b), (c) and (d) above before the hour and date specified for the return of the tender.

For and on behalf of: .....

Signed:..... Date .....  
(Duly authorised agent of the tenderer)

Position held:.....

## A4: Guide to the competitive process and instructions for acknowledgement and completion of tender

### A4.1 Guidance on the Invitation to Tender Process

There are four key stages that all tenderers should be aware of that Devon County Council will conduct throughout this process.

#### A4.1.2 Qualification

All tenderers must comply with the conditions of invitation (qualification) stage which included the requirement to be fully compliant with clause 23 of the Public Sector Procurement Regulations 2006 <http://www.opsi.gov.uk/si/si2006/20060005.htm#23>, any tenderers who do not fully comply to these regulations may not be taken forward to the Selection stage of the process.

#### A4.1.3 Selection Criteria

All tenderers must complete this section and if the completed response meets the requirements detailed within the Invitation to Tender documents the tenderer will be taken forward to the Award Criteria stage. This section is not scored as part of the Award Criteria.

#### A4.1.4 Commercial Requirements

There are certain commercial requirements detailed within the ITT for instance financial reports, parental guarantees and insurance cover these will be reviewed as part of the due diligence period before any award of contract. If the requirements are not met Devon County Council reserves the right to withdraw your organisation's bid.

#### A4.1.5 Marking Guidelines for Award Criteria Questions.

A series of questions will be asked and the responses will be marked, the details of the scores and weightings are given in section A5.3 so that all tenderers are aware of the maximum potential marks available. It should be noted that to achieve the highest marks available for the questions you should not only meet but exceed the basic requirements of the question demonstrating improvements, efficiencies or innovations over and above the basic requirements. An example of how the marking process will be carried out is shown below.

Scoring	Marking Guidelines
<b>Score 0 - 10% of score available</b> points in band 10	Fails to satisfy requirement.
	Fails to evidence how targets will be achieved.
	Fails to give confidence in ability to deliver.
<b>Score 10 - 60% of score available</b> points in band 50	Inadequately satisfies requirement.
	Inadequate evidence that only partially demonstrates how targets will be achieved
	Little confidence in ability to deliver
<b>Score 60 - 80% of score available</b> points in band 20	Adequately satisfies requirement.
	Adequate evidence that demonstrates how targets will be achieved
	Good confidence in ability to deliver
<b>Score 80 - 90% of score available</b> points in band 10	Fully satisfies requirement.
	Excellent evidence that demonstrates how targets will be achieved
	High confidence in ability to deliver
<b>Score 90 - 100% of score available</b> points in band 10	Fully satisfies requirement. With Innovation / Added value
	Excellent evidence that demonstrates how targets will be achieved
	High confidence in ability to deliver

### A4.2 Procurement Timetable

The proposed timetable for this procurement is as follows:

14 <sup>th</sup> November 2014	Advertisement in OJEU and on Supplying the South West Portal
6 <sup>th</sup> January 2015	Final date that DCC will accept tender clarification questions
<b>NOON 20<sup>th</sup> January 2015</b>	<b>Closing date for receipt of tenders</b>
w/c 26 <sup>th</sup> January 2015	Evaluation of Tenders and shortlisting

**NOTE: The e-tendering system will be unavailable due to the system migrating to the latest version. The system will not be available from 16:00 Thursday 29<sup>th</sup> January 2015 until 8.00 4<sup>th</sup> February 2015.**

w/c 23 <sup>rd</sup> February 2015	Post tender clarification and Lot 1 presentation by shortlisted Tenderers
12 <sup>th</sup> March 2015	Preferred supplier status recommended
March 2015	Preferred supplier/s and unsuccessful supplier/s notified (commencement of standstill period and due diligence)
March 2015	Award of Contract
April 2015	Contract Commences

**N.B.:** Whilst the schedule timelines the anticipated key dates in the procurement process, this data is offered as information only and for planning purposes. The Authority does not bind itself strictly to the above timetable. Should circumstances dictate a change to the proposed timetable Tenderers will be informed.

### ***Presentation / Interview for Lot 1 only.***

The Authority will require selected applicants to attend a presentation / interview-type process on w/c 23<sup>rd</sup> February 2015 hosted by a panel of internal stakeholders.

A formal post-tender clarification presentation and interview is required, this is scheduled for w/c 23<sup>rd</sup> February 2015 and shortlisted applicants will be informed as soon as the shortlist is agreed. However, applicants will already have been aware of the likely date through the timetable above, and should have kept the date free or arranged for another representative of the applicant's organisation to attend. As due notice of the event has been supplied through this documentation, post-tender clarification dates will not be changed due to applicants being unavailable. Non-attendance may result in exclusion from further consideration.

Suppliers are required to bring their own laptops and other resources available for the presentation will be a data projector and flip chart provided by DCC.

A list of timings and specific areas which we will require to be covered in detail will be sent to you by 16<sup>th</sup> February 2015 at the latest together with specific time and date and details of the venue.

### ***A4.3 Intention to Bid (or otherwise)***

A4.3.1 Please indicate via Supplying the South West Portal/ ProContract whether or not you intend to submit a tender in response to this invitation. Suppliers interested in this opportunity should express their interest by clicking on the 'login and register interest' button below.

A4.3.2 New users to the system must register first to obtain a user name and password before returning to this opportunity. Tenderers should refer to the suppliers guide 'Visiting Site for the First Time' by clicking the 'Help' button.

A4.3.3 Once suppliers have expressed their interest they can access the procurement/tender documentation from 'My Opportunities' on the home page."

#### **A4.4 Pre and Post Tender Clarification**

A4.4.1 Upon commencement of the tendering process applicants should not approach any member of the Authority in relation to the ITT, other than by writing to, or e-mailing the designated officer, detailed below.

A4.4.2 If clarification is required on any issues within this ITT, all questions must be submitted via the Supplying the South West Portal website/ ProContract System. On the page from which the ITT was downloaded, click on the Q&A button which will take you to the relevant area.

A4.4.3 In compliance with European guidelines on equal and fair treatment of tenderers, any information that DCC dispenses in response to requests for clarification will be distributed to **all** of the participating organisations as opposed to solely the organisation that requested the information. The only circumstance in which this procedure may be waived is if a tenderer considers their enquiry to be innovative to their offer in which case this should be clearly communicated within the correspondence. DCC will decide whether the request for information is deemed "innovative" to the applicant's offer and if not considered to fall within that category the applicant will be informed so they may make a decision whether to continue the line of enquiry.

A4.4.4 Relevant questions together with the answers will be posted on the Supplying the South West Portal/ ProContract System and automatic e-mails will be sent to tenderers informing them that a new Q & A has been posted and that they should visit the website to view it.

A4.4.5 Tenderers registering after a Q & A has been posted will not receive notification that Q & A's are available for viewing.

A4.4.6 When tenderers first access the ITT they should satisfy themselves that they have seen any Q& A posted. It is in the tenderers interest to visit the Q & A area regularly as a Q & A may fundamentally affect their planned response.

A4.4.7 Upon receipt of tenders the Authority may wish to pose post-tender clarification questions to Tenderers. This may be done in writing or by e-mail, or, the Authority may wish applicants to attend an interview-type process or presentations hosted by a panel of internal stakeholders.

A4.4.8 If a formal post-tender clarification interview and / or presentation is required applicants will be informed as soon as the dates and arrangements have been confirmed. However, applicants will already have been aware of the likely date through the timetable above, and should have kept the date free or arranged for another representative of the applicant's organisation to attend. As due notice of the potential event has been supplied through this documentation, post-tender clarification dates will not be changed due to applicants being unavailable. Non-attendance may result in exclusion from further consideration.

#### **A4.5 Evaluation of Offers to Supply**

A4.5.1 All offers will be treated equally and assessed with transparency throughout the evaluation process. The successful offer(s) will be that which achieves the highest score within a best value framework (optimum combination of whole-life costs and quality) in line with the European Procurement Directives award procedure of Most Economically Advantageous Tender (MEAT). A series of evaluation questions are contained at Section E of this ITT which, together with the applicant's proposal, the tender pricing submitted and any subsequent post tender clarifications and presentation will provide the channel by which DCC will select the successful Contractor.

N.B.: All information conveyed within a Tenderer's offer to supply will be relied upon as being true and accurate and will form part of the contract. If any of the information given within a tenderer's offer is

subsequently identified as being inaccurate, this may exclude that organisation from further consideration pre contract award. In the event of such an eventuality post contract award the Authority reserves the right to terminate.

#### **A4.6 Return of Tender documentation**

- A4.6.1 Devon County Council is using a secure (hosted) electronic tendering system through the Supplying the South West portal, [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk)
- A4.6.2 Supplier user guides are available from the Help menu throughout the ProContract system. Suppliers are advised to make themselves familiar with the user guides contents prior to uploading Tenders, Quotations or Pre Qualifying Questionnaires.
- A4.6.3 In order to complete your electronic tender it must be downloaded to your system, completed and uploaded to the correct area of [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk) in accordance with the return instructions and the stated deadline for submission of responses.

##### **A4.6.4 NOTE it is not possible to complete the tender online.**

The full tender document must be completed and returned as:

An electronic tender which **must** be submitted through the Supplying the South West portal/ ProContract system, (This maybe submitted at any time prior to the closing time and date). Submission of electronic tenders should not be left to the last moment as it may take some time to upload your completed tender. The server timestamps (GMT) tenders when they are submitted. **Tenders submitted after the stated closing date and time will not be considered.**

- A4.6.5 All responses must be submitted electronically through the Supplying the South West portal, tenders which are, e-mailed, faxed to Devon County Council will not be considered Tenders will also be rejected if they are posted to Devon County Council or not properly completed.
- A4.6.6 Where forms require signing either by the Tenderers or a third party i.e. a bank authority, or insurance certificate, electronically completed versions are acceptable for tendering purposes, although fully signed hard copies of these forms will be required from tenderer(s) prior to the award of contract.
- A4.6.7 Any technical questions relating to the use of the Supplying the South West Procurement Portals or the electronic tendering system (ProContract) should be addressed preferably by email to: [swsupport@due-north.com](mailto:swsupport@due-north.com) or telephone helpline 0844 334 5204 (lines open from 08:30am to 17:00pm Monday to Friday, excluding English public holidays)  
This is only the technical support line and any tender queries should be directed to the relevant procurement team running the contract as stated in A4.7

#### **A4.7 Contact Name and details of Authorised Officer**

Andrea Greenhough  
Procurement and Contracts Officer  
Devon Procurement Services  
County Hall,  
Topsham Road  
EXETER EX2 4QD

Email: [Andrea.Greenhough@devon.gov.uk](mailto:Andrea.Greenhough@devon.gov.uk)  
Telephone: +44 (0) 1392 383000

**Please refer to A4.4 before contacting the above officer regarding the Invitation to Tender.**

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## A5: Introduction, Background Information and Award Criteria

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### A5.1 *Introduction and Background Information*

A5.1.1 In Devon we are facing many challenges. These include a growing population, significantly reduced public sector spending, an increasing demand on services, and pressures on the traditional local economy.

A radical reform of public services is also taking place creating a new relationship between the state and communities. At the County Council we want to seize this opportunity to build on the strengths and vibrancy of our communities to improve life in the county. Devon County Council is becoming smaller and leaner, more flexible and more responsive. We are committed to devolving power and resources to local communities. That means giving local people, voluntary organisations and businesses greater scope to work together to find local solutions to local problems. Projects right across Devon are already showing how this can deliver real benefits and make communities stronger, more self reliant and resilient.

With this backdrop there is a scrutiny and reorganisation in all areas of the Councils work with a focus on being leaner and stronger.

Devon County Council has a wide and varied estate ranging from small shared offices with as few as two staff to large campuses with 1,800 staff that require a capability to print. There are 5 strategic sites (see appendix F). A map of all DCC's offices is in Appendix E.

DCC's printing solutions are currently delivered by 10 different equipment manufacturers with varying contract terms lengths from 1 – 5 years, along with Devon County Council owned devices. These devices consist of desktop printers, multifunctional devices, photocopiers, faxes and scanners.

There are other key factors that need to be taken into consideration for Devon County Councils print strategy that will influence our requirements and these include an property rationalisation programme, hot desking and upgrading of PC's/laptops that is focusing on the building and equipment required for that location not individuals.

A Property Rationalisation Programme is happening in a number of authorities to reduce and reshape their property portfolio to provide a 21st century sustainable estate.

These reviews may determine that some existing locations / buildings may not be required in the future. Equally it might also require new or additional accommodation / buildings to be included at a future date. This is also dependant on future authority's structure and policies and the accommodation reviews of the authority's buildings and assets will possibly have an impact on future requirements. The successful Supplier/s will be obliged to reconcile those changing needs and produce flexible solutions that will incorporate the needs of the authorities who are, or will be, undertaking similar type reviews.

A5.1.2 For the above reasons this invitation to tender is to deliver a contract for a managed print service for Devon County Council which other authorities will have the opportunity to call off from this contract. Lot 2 is for ad hoc MFD call off from a multi supplier framework. This will be open to Devon Schools and other Public Bodies in the County of Devon however it maybe used by other public bodies throughout the UK. The Lots consist of:-

- o Lot 1 - Managed Print Service. This will be innovative and proactive to exceed the individual council's needs and meeting key targets in particular savings and efficiencies. The service will be working on area such as:-

- Increase the Authorities efficiency in all page output areas and proactively facilitate work-place transformations from the strategic sites to smaller locations.
  - Have flexibility in fleet management changes
  - Work with stakeholders at all levels to deliver their requirements with the understanding that the councils needs to refine and improve its print management
  - Developing and promoting 'best practice' through the future print strategy and policy
  - Reduce the Authorities costs and output cycle times
  - Providing the most effective, reliable solution. To reduce the environment impact solution for a varying quantity of volumes and the use of the appropriate devices will be critical
- o Lot 2 – This is for the ad hoc provision of MFD's through a framework of suppliers. They will meet the customer's requirements for Public Bodies mainly within Devon but can also include Public Bodies outside of the county. Any public body wishing to call off the framework can either conduct their own mini competition or make a direct call off based on the public body satisfying themselves that it delivers VFM and fulfils their own internal financial instructions.

## A5.2 TUPE

Not applicable to this contract

## A5.3 Criteria for the award of Business

### Lot 1 – Managed Print Service (single supplier contract)

Contract award will be made on the basis of the most advantageous tender solution, based on application of the following award criteria:

#### Tender Evaluation Weightings

The contract award will be based on the following percentage weightings:

**50 % in relation to Price**

**50 % in relation to Qualitative Proposals**

#### Tender Price

**50 % of overall evaluation**

Value will be measured in relation to the submitted Business plan and cash flow forecast (see Section F)

#### Qualitative Proposals

**50 % of overall evaluation**

Qualitative proposals will be measured in terms of:

#### Award Criteria A

#### Cost Effectiveness

#### Weighting

**40%**

Tender Question

Maximum score for question

EA1

65

EA2

10

EA3

10

EA4

15

**Total score for area**

**100.00**

Award Criteria B		Quality
<b>Weighting</b>		<b>15%</b>
Tender Question		Maximum score for question
	EA5	50
	EA6	50
<b>Total score for area</b>		<b>100.00</b>

Award Criteria C		Technical Merit
<b>Weighting</b>		<b>25%</b>
Tender Question		Maximum score for question
	EA7	20
	EA8	15
	EA9	25
	EA10	20
	EA11	20
<b>Total score for area</b>		<b>100.00</b>

Award Criteria D		Environmental Characteristics
<b>Weighting</b>		<b>25%</b>
Tender Question		Maximum score for question
	EA12	20
	EA13	20
	EA14	20
	EA15	20
	EA16	20
<b>Total score for area</b>		<b>100.00</b>

## Lot 2 – Ad hoc supply of Multi-functional Devices (multi supplier framework)

Contract award will be made on the basis of the most advantageous tender solution, based on application of the following award criteria:

### Tender Evaluation Weightings

The contract award will be based on the following percentage weightings:

<b>50</b>	<b>% in relation to Price</b>
<b>50</b>	<b>% in relation to Qualitative Proposals</b>

### Tender Price

**50 % of overall evaluation**

Value will be measured in relation to the submitted Business plan and cash flow forecast (see Section F)

### Qualitative Proposals

**50 % of overall evaluation**

Qualitative proposals will be measured in terms of:

Award Criteria A		Quality
<b>Weighting</b>		<b>15%</b>
Tender Question		Maximum score for question
	EA17	20
	EA18	15
	EA19	15
	EA20	15
	EA21	15
	EA22	20
<b>Total score for area</b>		<b>100.00</b>

Award Criteria B		After Sales Service
<b>Weighting</b>		<b>30%</b>
Tender Question		Maximum score for question
	EA23	35
	EA24	20
	EA25	25
	EA26	20
<b>Total score for area</b>		<b>100.00</b>

Award Criteria C		Technical Merit
<b>Weighting</b>		<b>30%</b>
Tender Question		Maximum score for question
	EA27	20
	EA28	40
	EA29	40
<b>Total score for area</b>		<b>100.00</b>

Award Criteria D		After Sales Service
<b>Weighting</b>		<b>25%</b>
Tender Question		Maximum score for question
	EA30	20
	EA31	20
	EA32	20
	EA33	20
	EA34	20
<b>Total score for area</b>		<b>100.00</b>

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## SECTION 'B': Specification

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### ***B1.1 About the Specification***

Through the evaluation process tenderers shall demonstrate how they intend to deliver the Goods and Services subject of this specification. Flexibility to meet changing demands and customer needs is a key priority. The successful Tenderer shall affirm willingness, though the life of the contract, to vary the service provision according to the Customer's needs and reasonable requests. Changes may either be variations to the original service provision agreed or by performing additional services, whatever they may be, provided they are "reasonable" and fall within the overall scope of what the Tenderer would reasonably be expected to be capable of delivering.

### ***B1.2 Notes on 'Mandatory and 'Desirable' Elements of the Specification***

The specification clearly identifies elements of the specification which are 'mandatory and which are 'desirable'. Tenderers non-compliance with mandatory criteria may result in that submission being ruled out. A material non-conformance to a mandatory criteria may potentially rule a tender out, at the Authority's discretion. However bids will be viewed by the evaluation panel in terms of the conformance of their submission to the overall specification. 'Mandatory' criteria are to be viewed as a key part of part of the requirement and are therefore of more significance in terms of the evaluation than 'Desirable' criteria. Where elements are essential to any future contract and therefore a mandatory requirement questions relating to these requirements will be contained within the "selection" stage of the ITT process.

### ***B1.3 'Alternative Bid'***

Not applicable to this tender.

### ***B1.4 Environmental Issues***

- B1.4.1** The Contractor shall be expected to deliver the services subject of this contract in as environmentally manner as possible and to work with DCC to improve sustainability through the life of this contract, on issues such as packaging, miles travelled and use of raw materials.

### ***B2 Cost Strategy***

- B2.1** DCC seeks a fully costed and transparent contract price.
- B2.2** For Lot 1 each level of print manage service (Bronze, Silver and Gold) will be priced on the scenario of the 5 strategic sites and the whole life cost for the service and prices based on a rental plus click charge and a click only charge.
- B2.4** For Lot 2 each device offered will be evaluated on the whole life cost of ownership which will include cost per copy. Tenderers are required to provide the best prices possible which maybe used by DCC but in the majority cases by other public bodies including schools.

Lot 2 prices are to include a 3% rebate of the total invoice value in each period to Devon Procurement Services on a quarterly basis payable in arrears.

## **B3 Core Requirements**

### **B3.1.1 Lot 1. Managed Print Service**

This covers the provision of a Managed Print Service (MPS) that controls the authorities printing devices and consolidating charges. The implementation of the MPS will make sure that it plays an integral part in tackling the challenges of reducing the councils costs, increasing the efficiency and sustainability of the councils printing and facilitating better governance and compliance.

Suppliers will be required to provide a Managed Print Service as standard that includes but not limited to:-

- The ability to deliver both forecast and actual savings
- The provision of appropriate devices and consumables
- A reliable support and service infrastructure (including Support/service desk)
- The ability to respond to 'local' specific requirements as detailed in location discussion
- A 24 hour /7 days a week support/service (See 3.5 Service Support)
- The ability to support and integrate with different operating systems
- To have a robust set of offerings with the provision of service and support for multi-vendor environments
- Ensuring a consistent high level of operation
- To ensure data transparency. All costs incurred during usage and disposal of all devices, supplies and other costs associated with printing, are clear, predictable and auditable
- Support the council in controlling over spending to ensure that only authorised spend will actually take place
- Support total clear accountability in order to support the customer in reducing its own administration costs

There are 3 levels of the managed print service to be offered that are named as Bronze, Silver and Gold that are detailed below but not limited to:-.

### **B3.1.2 Bronze Managed Print Service**

- The supplier will need to conduct a needs assessment which will cover three core areas:
  - Selective or general optimisation of the print environment, including any print devices, and the support, services and supplies needed to operate them with the DCC estate. This will produce an inventory of the council's devices, configuration and the status of the device that must be maintained.
  - Proactive maintenance
  - Management information and billing
- Provide and manage the councils devices meeting the business needs and ensure that all devices are asset tagged
- Provide / manage maintenance (up keep and repairs) to all the devices that includes legacy devices.
- Manage and replace supplies such as toner and parts for all devices that includes legacy devices.
- To work with the DCC to understand property rationalisation implications drawing up appropriate plans to meet future business needs.
- To rationalise the desk top printer estates and to deliver year on year efficiency savings

### **B3.1.3 Silver Managed Print Service**

- As Bronze but to also include:-
- Proactive management of the estate usage, page output and making recommendations on service improvements leading to more efficient operation and cost savings.
- Proactive maintenance monitoring of MFD's for technical issues to avoid breakdowns.
- Automated and proactive process for consumables/maintenance management
- A dedicated account manager to work with DCC in delivering an excellent print management solution with associated efficiencies.
- Lead the create/development and promote 'best practice' through the current and future print strategy and policy to all users

#### B3.1.4 Gold Managed Print Service

- As Bronze and Silver but to also include:-
- Drive sustainable and efficiency printing redirecting printing jobs to more appropriate output devices
- Enable secure print roaming solutions throughout the council that assistances with agile working.
- Proactively raise awareness of cost of printing to the customer
- A dedicated on site account manager to work as part of DCC in delivering an excellent print management solution with associated efficiencies.

#### B3.1.5 Flexibility

Due to the economically climate where a device is redundant due to re-organisation, merger or closure and all reasonable efforts have been made to relocate the MFD. DCC reserve the right to terminate the contract at no penalty to the authority. All cost associated with collection and relocation will be the responsibility of the supplier.

The authority is moving to a commissioning model for many of its services. Therefore there may be the requirement to novate an MFD to another legal body, for example a mutual organisation. If this occurs the supplier will allow the transfer and manage it on behalf of the authority and new customer at no additional cost for the MFD or managing the process. There also will be a requirement for DCC to share devices with mutual organisations as office space is shared but the costs will need to be split between the organisations.

#### B3.1.6 DCC ICT Platform

DCC has undergone a desktop refresh so have a variety of applications in place. The provider will have to ensure that all products and services meet the specific requirements of each customers technical infrastructure that is listed below.

Devon County Council runs a mixed environment of Microsoft Windows Server 2008R2, AIX and Linux servers. Our desktops are a mixture of thin clients running sessions from Windows 2008R2 RDS hosts and Windows 7 thick clients. All devices use the TCPIP protocol to communicate.

Devon County Council has a considerable IT network consisting of a central site in Exeter (County Hall) and numerous remote sites across the County of Devon. The major Devon County Council sites all connect to a Unify managed MPLS cloud and connect at speeds of either 10 or 100Mbps. There are circa 160 sites that connect this way and a further circa 300 sites that connect using a private VPN over ADSL. Almost all of the applications are hosted at County Hall, so this site has multiple 1Gbps links to the Unify cloud. One of the main considerations is to ensure that there are no adverse effects on the network or printing, scanning or fax speeds from running the proposed solution on the network.

Devices offered to Devon County Council **MUST** have Windows Server 2008 R2 x64 and Windows 7 x32 and x64, Microsoft-signed "inbox" or Windows Update drivers and **MUST** be 100% compatible with PCL 5, support JetDirect connectivity, and have support for Native AIX-based printer drivers.

To ensure compatibility with existing systems devices intended for connection to the Devon County Council PC network will be required to conform to the following requirements:-

- Due to the sensitive nature of some of the information that may be processed by any Multi-Functional Device's installed through the contract any device containing a hard drive or memory of any sort should have adequate security facilities to protect this information. Memory chips for decommissioned or replaced devices must be destroyed securely and a certificate of destruction provided.
- Devices that are going to be used as fax machines with a modem and connection to a phone line and an internal PC network must also have security features in place to ensure that these connections can not be used to obtain access to the internal PC network that the device is connected to.
- Devices will need TWAIN compatibility to enable scanning for applications such as TRIM and to be able to scan directly to SharePoint 2013, with suitable controls. Full understanding of whether additional software is required to provide legally admissible

scanned images should be provided.

- Scanning may be required to be sent to a secure area as on the network as defined by DCC information governance team but be capable of being changed for unclassified material or emailed by using Lightweight Directory Access Protocol (LDAP)
- All devices should have a “locked print” function.
- DCC seek to make the environment around MFD's as security friendly as possible, making use of any available mechanisms to prevent paper items presenting a risk, through loss or misuse. Devices should be easy to use and hard to misuse not the other way round. It is understood that equipment can only do so much and that other factors, some of which will be outside the control of the provider, are also important.

### **B3.2.1 Lot 2. Rental Agreement of Multi-functional devices.**

This will provide a range of products from small single function desktop printers to large print room high volume products that will be supplied on a quarterly rental basis with a cost per copy to cover services support, maintenance and all consumables.

### **B3.2.2 The minimum specification of the devices includes:-**

- Mono and/or colour devices
- Network and standalone devices
- Duplex (this is expected as standard for all devices.)
- Reduction/Enlargement
- Options, including paper storage/feed, finishing, hard disks, fax, scanning to mono and/or colour
- Consumables included in the cost per copy but not limited to: -
  - Toner
  - Staples
  - Device parts
- Service support that includes installation, networking connections, device training (on and off site) preventative and breakdown maintenance, maintenance free of charge software, remote support, network support, parts, firmware upgrades and all consumable requirements (excluding paper)

**B3.2.3** Due to the sensitive nature of some of the information that may be processed by any MFD's installed through the framework contract any devices containing a hard drive or memory of any sort should have adequate security facilities to protect this information

**B3.2.4** Devices that are going to be used as fax devices with modem and connection to a phone line and an internal PC network must also have security features in place to ensure that these connections do not provide a potential risk of access to the internal PC network that the device is connected to.

**B3.2.5** All devices will be supplied for the rental period of either 3,4 or 5 years dependant on the customer requirements.

**B3.2.6** Details of any new range of devices launched by the contractor during the period of the contract should be submitted to the authority for consideration for inclusion on the contract. If a newly launched range of devices replace a range of devices supplied under the contract the contractor must indicate the bands within which the new machines fall and clearly identify the device it is replacing. The replacements must be supplied at the contract rates or lower than those pertaining to the devices being replaced.

**B3.2.7** Time to time supplier's will be required to provide devices for trial and/or acceptance testing/evaluation at the customers premises or other agreed location free of charge.

**B3.2.8** Disclosure and Barring Service Checks. The Contractor must have the appropriate checks undertaken on all Contractor Personnel and volunteers engaged to provide or supervise the provision of the Services at those Premises where they will come into contact with children or vulnerable adults.

## Applies to Lot 1 and Lot 2

### B3.3.1 Expiry of Rental Agreements

Supplier must give 6 months written notice to the customer of the expiry of each rental agreement. The device will be considered ready for removal on the expiry date of the agreement period and all charges will cease on that day. Products will be removed within 5 working days of the expiry date subject to decommissioning of hard drives or removal of other sensitive data.

Arrangements to remove products at the end of the agreement are the Suppliers responsibility and will be covered by current WEEE regulations.

Removal of products will be free of any charges.

### B3.4 Service Support Hours

**B3.4.1** Service engineers must be fully trained and qualified by the manufacturer to service the devices.

**B3.4.2** Extended out of hours device service should be made available upon request under special circumstances as required subject to cost.

**B3.4.3** Service request logs should be placed with the Suppliers helpdesk by email or telephone by the customer.

**B3.4.4** Engineer Maintenance Support will be provided as a minimum of 10 working hours between the normal service hours listed:

Engineer Support	Monday - Friday
Standard	08:00 – 18.00

**B3.4.5.1** Lot 1 Telephone Support will be provided as a minimum between the normal office hours listed:

Engineer Support	Monday - Friday
Standard	07:00 – 19.00

**B3.4.5.2** Lot 2 Telephone Support will be provided as a minimum between the normal office hours listed:

Engineer Support	Monday - Friday
Standard	08:00 – 18.00

**B3.4.6** Website Support will be provided on a 24-hour basis for service maintenance requests, consumable ordering and meter reading submissions.

### B3.5 Response Times

**B3.5.1** Consistent with high up-times, fast response times are required throughout the contract period.

**B3.5.2** On-site engineer support must maintain an average two hours service response during the normal working hours

**B3.5.3** The maximum service response time must not exceed four working hours which will be monitored for individual devices over quarterly periods.

**B3.5.4** Response time is the time from the customer first placing a service request, to the arrival on-site of an engineer at the particular device.

Service Response Times for Lot 1 and 2	
Average Service Response	Two Hours

Maximum Service Response	Four Hours
<b>Service Response Times for High Volume Devices over 80ppm</b>	
Average Service Response	Two Hour
Maximum Service Response	Three Hours

**B3.5.5** Regular preventative maintenance must be carried out at least six monthly for floor standing devices above 25ppm and for all other devices at least once per 12 month period.

### **B3.6 Device Up-Time**

**B3.6.1** High up time of equipment is critical to the council and represents the amount of time the device is fully functional during the standard core hours, excluding English Bank Holidays.

<b>Device up Time</b>	<b>Monday - Friday</b>
Standard	08:00 – 18.00

Device up-time must maintain an average of 98% and a minimum of 96% for all individual devices as below.

<b>Up-Time Percentages</b>	<b>Monday - Friday</b>
Average up-time	98%
Minimum up-time	96%

**B3.6.2** Should this target not be met, the supplier will be required to undertake a full service investigation/resolution on the device and without prejudice to any terms and conditions to invoke the failure compensation as detailed in the special terms and conditions. If the issue persists an automatic replacement will be provided that meets the business needs at no additional cost to the Council.

### **B3.7 Training**

**B3.7.1** The supplier will provide customer training after installation of the device at a time that is suitable with the customer. The customer will require training on but not limited to:-

- using the device
- how to add paper
- clearing paper jams
- installing toner
- and other non technical operations

**B3.7.2** All training will be free of charge.

**B3.7.3** An instruction and/or operators handbook must be delivered with every device at the time of delivery.

**B3.7.4** Users of the device will be responsible for adding paper, clearing paper jams and will require any necessary training.

### **B3.8 Consumables/ Spare Part Availability**

**B3.8.1** All consumables must be delivered directly to the customer free of charge within 2 working days of the customer's request.

**B3.8.2** Urgent delivery of consumables within 1 working day (24 hours) may be required by the customer in exceptional circumstances.

**B3.8.3** Devices requiring replacement spare parts should be available and fitted by an engineer within 1 working day of the fault being diagnosed.

**B3.8.4** Replacement spare parts requiring engineer installation should not be delivered directly to the customer

## **B4 Management Information for Lot 1 and 2**

B.4.1 The Contractor(s) will be required to provide management information reporting to the customer. The content and frequency of this shall be agreed prior to award of contract.

As a minimum, the provider must hold a single database and the following data must be available:

- Service area grouping (Business, Place, People, Devon school)
- Name of principal Relationship Manager
- Location including postcode
- Provider of Device
- Model
- Serial number
- Installation date
- Network connection status (whether connected or not)
- Device rated speed
- Mono/colour capable/colour as its primary use ppm capacity
- Rental term in months
- Rental agreement end date
- Monthly rental cost (if applicable)
- Black and white pages in quarter
- Total black and white pages since installation
- Average monthly black and white volume since installation
- Recommended monthly black and white volume
- Black and white page cost in month
- Colours pages in month
- Total colour pages since installation
- Average monthly colour volume since installation
- Recommended monthly colour volume
- Colour page cost in month
- Breakdown calls in month
- Number of responses support service time in a month
- Total minutes (any primary function) down in month
- % Up time in month (against total supported minutes)

The provider will be required to deliver quarterly management reviews reporting to the Procurement Department. The following information must be provided in an electronic format agreed by DCC and the provider before commencement of the contract and thereafter in quarterly intervals.

- Number and % of provider devices network connected
- Volume and % of work duplexed on providers products
- Number of contractors products being managed on-site through page output management software
- Qualified trends in page output energy consumption and environmental impact
- The costs and efficiency savings
- Proposed new product introductions
- Providers assessment of customer satisfaction
- Device removed, loaned, installed, upgraded or re-sited
- Devices significantly under or over used
- Devices up time and failures to achieve up time
- Service hour failures
- Total; sales value, analysed by user, grouping, capital value, rental payment, pages costs, mono and colour

This information will be maintained throughout the contract as it may be requested at any point during the period of the contract and will be required 4 weeks prior to the end of the contract period, irrespective if whether the contract is re-tendered or not.

**B5    *Performance and Contract Monitoring***

- B5.1    The Contractor shall be expected to perform as per this ITT and their proposals offered through the tender process.
- B5.2    The Contract Manager shall be expected to attend management meetings to discuss contract issues and outcomes from the management information reports i.e. service response times for devices and device up time and if they meet location business requirements.

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## **SECTION C:**

### **DCC Standard Terms and Conditions of Contract for Goods & Services**

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**1. DCC Standard Terms and Conditions of Contract for Goods & Services**

Devon County Council Standard Terms and Conditions of Contract for Goods and Services V11.0 shall apply to this ITT as published with this document on the Devon Procurement Portal

<http://www.supplyingthesouthwest.org.uk>

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## SECTION D:

### DCC Special Terms and Conditions of Contract CP1068-14

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#### **D1    *Price***

Prior to award Tenderers will be required to hold firm the prices submitted in their offer to supply for 120 days and no increase will be accepted prior to award of the contract. Post award prices will be fixed as per the schedule of payments agreed at award of contract.

#### **D2    *Duration of Contract***

The contract is intended to commence in April 2015 and will continue subject to satisfactory performance for the specified period with the option for the Council to extend as stated under schedule A1 Invitation to Tender subject to satisfactory performance and client approval.

#### **D3    *Termination***

D3.1 The contract shall cease and determine on expiry of the main period or earlier in compliance with clause D3.2 or in any of the circumstances described at D3.3, unless the Council option to extend is invoked. If the Council option to extend is invoked then clauses D3.2 to D3.4 shall equally apply to the period of extension.

D3.2 Either party may terminate this Agreement forthwith by notice in writing to the other if the other party:

(a) is in material breach of any of the terms of this Agreement and, in the case of a breach capable of remedy, fails to remedy such breach within (30) days of receipt of written notice giving full particulars of the breach and of the steps required to remedy it; or

(b) (being a partnership or other unincorporated association) is dissolved or (being a natural person) dies; or

(c) becomes or is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or

(d) has a liquidator, receiver, administrator, administrator receiver, manager, trustee or similar officer appointed over any of its assets; or

(e) ceases, or threatens to cease, to carry on business.

D3.3 The parties' rights, duties and responsibilities shall continue in full force during the agreed period of notice and whether or not there is a period of notice, the Customer shall pay all sums due in respect of services provided to the end of notice period.

D3.4 Either party shall be at liberty to terminate this Agreement by providing 6 months calendar months' notice to the other.

The terminating party shall specify the date at which the termination will take effect and shall evidence the reason for termination as being due to a change of strategic or operational direction of either party.

Where the above has been observed, no compensation payment will be made by either party nor will any allowance for loss of profit be considered.

#### **D4 E-Trading**

Not applicable to this contract

#### **D5 Conformance to Recognised Standards**

Notwithstanding the requirements of the specification which must be complied with at all times, where an appropriate British Standard Specification or Code of Practice, or European equivalent, is in force at the date of tender, or is amended, or comes into force during the contract period, the service supplied shall at least be in accordance with that standard.

#### **D6 Tenderers are to Inform Themselves Fully**

- D6.1 On submitting an offer to supply in response to the ITT, it is the Tenderer's responsibility to ensure they fully understand the requirement. Any site visits or pre-tender clarification which the Tenderer requires to assist with this can be organised through the authorised officer Staff detailed within Section A.
- D6.2 The Tenderer shall be deemed to have understood the nature and extent of the Goods & Services required and to have visited the sites and no claim may be founded on failure so to do. The Customers shall grant the Tenderer such access to the sites and relevant information as may be reasonable for this purpose.

#### **D7 Patent Rights**

- D7.1 Devon County Council shall retain the copyright of any brand design, including brand messages, created or developed by the Contractor pursuant to this contract at nil cost to Devon County Council and reserves the right through patent to use any such brand design or message at any time in the future whether directly or through a third party commission.

#### **D8 End of Contract Information Transfer**

- D8.1 Four weeks prior to the end of the contract period, irrespective if whether the contract is re-tendered or not, the Contractor shall submit to DCC all relevant data held by the Contractor in respect of the contract which DCC may reasonably need for future reference or to maintain performance of the contract internally or through another contractor. Such data shall be supplied electronically in the relevant Microsoft product (which is DCC's standard software currently) or in such other electronic product as may be DCC's standard at the time, and in e-gif compliant format

This information is to include:-

A full list of devices installed under the contract including

Full installation address  
Full invoice address if different  
Date of installation  
Devices make and model number  
Number of devices (if more than one)  
Minimum rental period  
Quarterly volumes

#### **D9 Performance Guarantee**

- D9.1 Where an organisation is a subsidiary or part of a group the ultimate holding company will be expected to provide guarantees regarding the contract performance of it's subsidiary.

#### **D10 Data Protection**

- D10.1 Data Protection Act 1998 - The Contractor must comply in all respects with the provisions of the Data Protection Act 1998 and will indemnify the Council against all actions, costs, expenses, claims,

proceedings and demands which may be made or brought against the Council for breach of statutory duty under the Act which arises from the use, disclosure or transfer of personal data by the Contractor, his staff, agents or work people.

D10.2 DCC expects that you have a formal information security policy applicable to your processing, storage or handling of DCC data. You must on request supply DCC with evidence of this policy and describe precisely how it applies to DCC data

D10.3 Access to DCC data must be strictly controlled and only personnel who need access to the information should have access to the information. No person who is not working directly on DCC's information should have access to it, either in paper or electronic form.

All electronic data (email and media) must be encrypted in transit (this must be at least 256bit AES encryption or similar). The method of transmitting and receiving DCC data must be specifically agreed with DCC in advance.

All paper documentation containing personal details such as names and addresses must be subject to clear desk policy, locked away when not attended and always sent via recorded or registered post.

Specific handling arrangements for paper documents must be agreed with DCC in advance.

On completion of the assignment all documentation and physical media must be returned to DCC

On completion of the assignment all data pertaining to the project must be permanently deleted from any computer used for working on the project.

D10.4 DCC expects that it is explicitly informed of all individuals who are authorised to access DCC data. DCC expects full background checks (e.g. CRB) on all staff with access to DCC data. DCC prohibits the sharing or distribution of DCC data to third party organisations unless specifically authorised.

D10.5 Access to DCC data must be strictly controlled. All servers holding DCC data must be held in secure rooms with strictly controlled access. Access to physical media and documentation must also be strictly controlled. DCC physical data and documentation must always be held in locked storage when not attended.

D10.6 DCC expects that good operations & network management controls are established. These controls must cover logical access; vulnerability analysis; firewall controls; lifestyle devices controls; and remote working.

D10.7 DCC expects that a hierarchy of logical access control mechanisms are in place. These controls cover access to operations; systems; applications containing DCC data. User Passwords in relation to DCC data, must be at least 6 characters in length; alpha – numeric; changed every three months; and unique to an individual.

D10.8 DCC data must never be taken off site without DCC's specific authorisation.

D10.9 DCC must be informed straight away of any security incidents relating to processing, storage or handling of DCC data. These include but are not limited to unauthorised access, denial of service, loss of information, data corruption.

D10.10 Evidence of your organisations compliance with relevant standards; regulations; and legislation applicable to your handling and destruction of DCC's data must be provided. These should include but not be limited to your Data Protection Act registration and any evidence of ISO 27001 compliance. DCC data must never be passed to or access by a third party without DCC's specific authorisation.

## **D11 Charges and Invoicing (This will apply to lot 2 and MAY apply to Lot 1 at the discretion of DCC)**

D11.1 The supply of Multi Function Devices under this contract shall be on a "quarterly rental" plus a "cost per copy" or 'cost per copy only' for services based on no pre set minimum volume.

- D11.2 All invoices should reflect the agreed contract prices and be submitted nett of all agreed discounts. Any settlement discounts are to be agreed prior to the award of business.
- D11.3 Invoices must clearly identify the following information: - installation address, device make, model and serial number, volume band, invoice period, start and finish meter reading, the total number of copies taken during the invoice period, the charge per copy and the allowance given for spoilt copies.
- D11.4 Invoices for individual MFD's will be sent to customers on a quarterly basis covering the following periods:-  
     February, March, April  
     May, June, July  
     August, September, October  
     November, December, January
- D11.5 An allowance will be made on the quarterly invoice to take into account spoilt copies which result from servicing, testing, malfunctioning of the equipment, the basis for this allowance will be agreed with the contractor at the outset of the contract.
- D11.6 There will be no blanket minimum billing, minimum volumes etc. contractors will set a quarterly rental for each device and peripheral which will enable them to recover their costs including profit during the minimum rental period of either 3, 4 or 5 years.
- D11.7 The cost per copy rate should enable the contractor to provide service and consumables but not include the device rental element which should be charged within the quarterly rental.
- D11.8 Where a customer requires a number of devices on one site to be aggregated a site billing arrangement will be agreed with the contractor, the customer and the Head of Devon Procurement Services.
- D11.9 Devon County Council uses a "one bill" system for the payment of invoices on contracts which are considered to continuous supplies.

As this contract would be deemed to fit the criteria for the "one bill" system it is a requirement of this contract that contractors will be expected to comply with the requirements of the "one bill" system detailed in Appendix G.

## **D12 Cancellations, Upgrades and Collections**

- D12.1 Devices installed by a Contractor may be changed either up or down due to changing requirements for any other devices offered by the same contractor under the contract and supplied in accordance with the agreed contract rate. Where such a change is made there will be no charge levied or penalties applied by the contractor for removing the existing device prior to the end of its minimum rental period.
- D12.2 As there is a property rationalisation project in progress, during the contract period premises, annexes, outbuildings etc. may be subject to closure. Any device affected by a closure will be removed from the site after prior arrangement between the duly authorised officer responsible for the site, the procurement lead in Devon Procurement Services and the contractor. Charges will cease from the date the device is required to be removed as notified to the contractor, no charges will be levied by the contractor for removing a device prior to the end of its minimum rental period from a site affected by closure. The contractor will have no redress on the authority for any failure to collect a device after the notified date.
- D12.3 The authority reserves the right to instruct a contractor to withdraw any device which is not performing satisfactorily, the contractor should provide a suitable replacement device if required within 10 days of notification by the Senior Procurement Officer/ Contract Manager. No excess payment will be made for any failure to remove a device.
- D12.4 MFD ownership may change during the life of its contract term. If this occurs the supplier will allow and manage the ownership and transfer at no cost or penalty to the authority or new owner.

- D12.5 Under the Data Protection Act, disposal of Hard Disk Drive must be destroyed securely and a certificate of destruction provided for all devices that are removed from site at no extra cost to the council.

### **D13 Secondary Terms (Ever Green) – Extended Contracts**

- D13.1 Once the Primary rental period has expired, the Contractor shall offer a set discount on the rental charges and this term will be called Ever Green.
- D13.2 The Ever Green Term will continue on a month by month basis until the appropriate notice is given by either party or until the end of the agreed period that has been established by the customer and Contractor.
- D13.3 Within the Ever Green term, rental charges and cost per copy charges cannot increase and cost reductions will be expected.
- D13.4 Customers will be able to extend their term in respect of the rental equipment for a further period, subject to the agreement of the Contractor based upon the reliability and age of the equipment, but no longer than a total of 7 years including the primary period unless it is agreed between the customer and Contractor.

### **D14 Insurance**

- D14.1 The Contractor must ensure they have made provision for product liability insurance for any/all loss or damage to the equipment and sundry equipment installed.
- D14.2 The Contractor must provide individual insurance for all the equipment. It is the Contractor's responsibility to insure all equipment against all risks and must include fire, theft and accidental damage, (excluding Deliberate and/or negligent acts)

- D15 The contractors shall not be permitted to visit customers to demonstrate devices other than those for which they are contracted to supply. When a contractor or representative of the contractor reports to a premises contact should be made with the duly authorised officer.

- D16 Where a device has been supplied by a contractor under this or a previous Devon County Council contract it may not be replaced by a device from another Contractor within the contract until it has reached the end of its contracted period (i.e 3,4 or 5 years).

- D17 Any device installed by the contractor under the terms of this contract shall be at the contractors own risk.

- D18 If the settlement of an outstanding rental on a device is involved this should be clearly shown on any quotations and all other documents pertaining to the individual agreement which must be signed and agreed by the customer and the contractor before any equipment is supplied.

- D19 There is provision with the requirements of the contract for the possible supply of not only brand new devices but also remanufactured devices. Where a remanufactured device is proposed this should be clearly shown on any quotations and all other documents pertaining to the individual agreement which must be signed and agreed by the customer and the contractor before any equipment is supplied.

- D20 **Disclosure and Barring Service Checks** (previously known as CRB and other vetting checks) The Contractor shall ensure that appropriate checks are undertaken on all Contractor Personnel and volunteers engaged to provide or supervise the provision of the Services at those Premises where they will come into contact with children or vulnerable adults.

### **D21 Device Up-time**

- D21.1 Failure for the cost and inconvenience caused to the customer will be calculated as a percentage (%) reduction of the service support revenue element of the average quarter's output volume and is payable per percentage point as specified in the table below.
- D21.2 The failure compensation will be applied to the total average quarterly service value, inclusive of mono and colour charges where applicable (calculated as an average of the previous three quarter's usage. In the case of no previous meter history, the manufacturer's average volume for that model should be used.)

Minimum up time failure compensation	
1% - 20% below minimum uptime*	3% reduction per percentage point

\*Contractors should note that once a device hits repeated downtime of 20% and above then clause D12 applies

- D21.3 The compensation will be payable per quarter, by way of a credit.

## **D22 Service Hours Failure Compensation**

Compensation will be calculated against individual service failures per device. The compensation will be determined as a percentage (%) reduction of the service support revenue element of the average quarter's output volume (calculated as an average of the previous volume three quarter's usage. In the case of no previous history, the manufacturer's average volume of that model should be used.

- D22.1 If the service response times are exceeded the Customer reserves the right, without prejudice to any other terms and conditions to invoke the failure compensation. This is to be paid by way of a credit note to the customer. Service response times relate to the initial service response call only and not return to fit calls.
- D22.2 Failure compensation for the cost and inconvenience caused to the customer will be calculated as a percentage (%) reduction of the service support revenue element of the average quarter's output volume and is payable per hour for each hour the maximum service response time as specified (B3.5)

The failure compensation will be applied to the total average quarterly service value, inclusive of mono and colour volume charges where applicable.

- D22.3 Multiple exceeded response times within a given quarter will each attract additional percentage failure compensation (%).
- D22.4 Service Hours Failure compensation

Failure Compensation for each hour above the maximum service response time	
Up to 8 working hours	3% reduction per hour (WH)
8 Working hours or higher	5% reduction per hour (WH)

- D22.5 The Contractor will automatically provide loan replacement devices, on a like for like basis, where the device has been down for a period of 3 working days. The loan device will be delivered and installed, at the Contractor's sole cost, on the following working day (i.e. day 4). Contractors must ensure that the loan devices are always available.
- D22.6 Any demonstrable copy costs or expenses incurred by the customers whilst the device was unavailable e.g. awaiting spare parts with no other means to print, will be passed to the Contractor for payment.

- D22.7 The Contractor will be expected to and must provide information relating to response time failure on a quarterly basis to the Procurement Contract Officer. The Contractor will also be expected information to individual departments relating to their own areas.

### ***D23 Equipment Delivery***

- D23.1 All devices should be delivered and installed free of charge within 15 working days of receipt of an order or in accordance with the installation timetable agreed by the customer. The customer must be notified of any delays in delivery/installation and given the option of either a replacement device of the same or higher specification at the same price or cancellation of their order without incurring penalties.
- D23.2 The Contractor must give a minimum of 5 working days notice for delivery and /or installations, unless urgent delivery is required.

### ***D24 PSN Agreement***

- D24.1 You will be required to sign a Devon County Council 'Public Sector Network agreement' which will be provided for signature if your organisation is shortlisted. This only applies to an organisation that will have access to the DCC network. You must satisfy yourself at this stage in the procurement process that you are able to sign the attached PSN agreement (Appendix C). It is a condition of the contract that you agree and sign the terms. If you are unable or unwilling to do this, DCC reserve the right to withdraw your tender at no cost to the authority.

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## SECTION 'E': Evaluation Pro Forma

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### **E1 Explanatory Notes**

- E1.1.1 Tenderers are required to complete the Evaluation Pro Forma in full. The pro forma is in three parts; one for general commercial information which is not used in the evaluation but provides the authority with relevant information for monitoring and communication.
- E1.1.2 The selection criteria which are mandatory pass fail questions which are designed to select organisations with the required economic and financial standing, experience and technical capacity to carry out the contract as well as any other mandatory requirements within the specification.
- E1.1.3 All responses that pass the selection criteria will then be taken on to be assessed against the award criteria, where their responses to the questions in this section will be marked and used to select the preferred supplier / suppliers. The questions and areas within the award criteria have been allocated evaluation weightings which are detailed earlier in this document and within the evaluation Pro forma.
- E1.2 Award of contract to a Tenderer does not however imply any representation by the Authority as to the tenderer's financial stability, technical competence or ability in any way to carry out the services. The right to return to these matters as part of the formal tender evaluation process is hereby reserved to the Authority.
- E1.3 Any further information which you may wish to submit should be included as a separate file and headed "Supporting Information".
- E1.4 The information you provide on the pro forma will be relied upon for evaluation purposes and will be taken to be true and accurate. If subsequently it is determined that any information supplied was not accurate and was relied upon for evaluation purposes, then the Authority reserves the right to exclude your offer to supply (if still under evaluation) or if the contract has been awarded to you and the information inaccurately supplied had a significant bearing on the award then the Authority shall be at liberty to terminate the contract.

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## **(1) Commercial Information to be completed by tenderers for Lots 1 & 2**

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The Commercial information questions provide the authority the necessary general information regarding your organisation. The information provided in this section is important to the ITT process but will not be marked as part of the evaluation.

***Please provide full responses to the commercial questions listed below.***

**All Tenderers should answer questions EC1 – EC7**

**EC1. Company Name**

**EC2. Company Address including main contact telephone number and e-mail address**

**EC3. Address of Registered Office (if different from 2)**

**EC4. State the Company Registration Number**

**EC5. State if the Company is VAT registered and if yes provided the VAT Registration Number**

**EC6. Type of Company or Organisation (e.g. Private, Private Limited Company, Partnership Local Authority, Government Agency, Voluntary Body, Registered Charity, etc.)**

**EC7. Please nominate two senior lead contact people within your organisation empowered to represent the company in all dealings with the submission. Names, job titles, workplace address, telephone number and e-mail addresses are required.**

**Only Limited Companies should complete questions EC8- EC10**

**EC8. State the Company's date of registration and registration number under the Companies Act 1985 (A copy of the Certificate of Enrolment will be required should you be successful).**

**EC9. State the Company's date of registration and registration number under the Provident Societies Act 1965 to 1978 (if applicable).**

**EC10. If the Company is a member of a group of companies, give the names and addresses of the Ultimate Holding or Parent Company of the Group and any other subsidiaries in the United Kingdom. State the relationship clearly.**

**Only Partnerships should complete questions EC11 – EC13**

**EC11. What is the total number of partners?**

**EC12. When was the Partnership formed?**

**EC13. Is the Partnership a member of a group?**

If the answer to EC15 is YES, give full details of the other Companies/Partnerships within the group and full details of the structure of the group *(for example, you will need to state whether the group is a partnership itself or whether it is a collection of separate partnerships which share services).*

**Only Voluntary Bodies/Charities should answer questions EC14 – EC17**

**EC14. How is the body governed?**

**EC15. Is the organisation a registered charity?**

**EC16. Is it a Statutory Body?**

**EC17. How is the organisation funded, and, do you receive any government or local funding?**

**All Tenderers should answer questions EC18 – EC24**

**EC18. If you reach final selection:**

A financial appraisal to ensure commercial stability will be undertaken. You will be required to present the Company balance sheets and a statement of the undertakings and overall turnover for the previous 3 financial years, and you may be requested to supply a Bank Authority letter

**And**

Details of Insurance policies held by the tenderer will be required (Note a minimum 5 million pound Public Liability Insurance is a requirement of the Council)

Do you agree to provide such documentation within 5 working days of any such request?

Yes /No

**EC19. State the number of staff currently employed by your Company.**

**EC20. Provide details of all existing formal or informal, United Kingdom or International, Co-operative Trade Agreements with any third parties which are in any way material to the service to be provided.**

**EC21. How many of the staff are permanent and how many are contract staff?**

**EC22. How long has your organisation been established?**

**EC23. Provide names and addresses of any accredited bodies to which your Company belongs, that would be relevant to this particular Contract**

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**EC24. List any other relevant professional/trade accreditations**

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**Only Tenders with 5 or more employees to continue to complete questions EC25 – EC26**

**EC25. Are you able to provide equality and diversity training for managers and staff?**

<b>Yes</b>	<b>No</b>
If Yes do you currently provide this?	
<b>Yes</b>	<b>No</b>

**EC26. Are you able to report and consult on equality issues with your workforce**

<b>Yes</b>	<b>No</b>
If Yes do you currently provide this?	
<b>Yes</b>	<b>No</b>

**All Tenderers should answer question EC27**

**EC27. References – Provide 3 referees as part of your submission if short listed Devon County Council will contact these referees. The information should include:**

<b>Referee 1</b> <b>Company/Organisation Name And Address.</b> <b>Contact Name And Job Title</b> <b>Telephone Number</b> <b>E-Mail Address</b>
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<b>Referee 2</b> <b>Company/Organisation Name And Address.</b> <b>Contact Name And Job Title</b> <b>Telephone Number</b> <b>E-Mail Address</b>
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<b>Referee 3</b> <b>Company/Organisation Name And Address.</b> <b>Contact Name And Job Title</b> <b>Telephone Number</b> <b>E-Mail Address</b>
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## (2) Selection Criteria *to be completed by tenderers for Lots 1 & 2*

These questions are designed to select suppliers who have the required technical and professional ability and are of the required economic and financial standing. This section will also include elements of the specification which are mandatory pass / fail requirements; these will be clearly stated where applicable.

**Note: If you are a Company which is not currently operating in the United Kingdom you should answer the questions, substituting where relevant the appropriate Legislation/Codes of Practice etc.**

**Tenderers should note that questions ES2 & ES3 are mandatory pass/fail criteria. Please be aware that non-compliance (a 'no' response') will result in the Tenderers submission being ruled out.**

**ES1 Has the Company or any staff within the Company who would be performing this work committed a criminal offence relating to the conduct of your business or profession?**

<b>Yes</b>	<b>No</b>
If Yes give details:	

**ES2 It is your legal responsibility as an employer to comply with statutory obligations under the following Acts. Please confirm your organisations status in relation to the following:**

**ES2.1 Does your equality policy meet the requirements of the Equality Act 2010 and aim to protect people from all forms of unlawful discrimination because of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex and sexual orientation?**

	Yes (Pass)	No (Fail)
Acknowledgement of compliance		
Compliant copy of policy in place and available if successful?		
Can provide monitoring information on request?		
Procedures apply equally to employment and service delivery		

**NB: If successful a copy of your policies will be required at final selection stage.**

**ES3. Should your organisation reach final short-listing, you will be required to provide copies of your policy documentation for inspection. Do you agree to send copies of these policies to the Authority within five working days of such a request?**

<b>Yes (Pass)</b>	<b>No (Fail)</b>
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**ES4. Are you able to put your policy into practice in YOUR treatment of WORKERS AND CUSTOMERS and deal with any allegations of discrimination in the course of the contract seriously? Are you able to set one or more objectives and gather and publish information (where relevant, necessary and proportionate) to demonstrate how you are eliminating discrimination, advancing equality and fostering good relations within the scope of the contract. Provide details of how this will be achieved.**

<b>Yes</b>	<b>No</b>
If Yes give details:	

**ES4.1 Are you able to provide equality and diversity training for relevant managers, staff, agents or volunteers (that is appropriate for the scope of the contract and which covers the nine protected characteristics of the Equality Act 2010)?**

Yes	No
If Yes do you currently provide this?	
Yes	No
If Yes how do you provide this training?	

**ES5 In the last three years has your organisation been the subject of any formal investigation on grounds of alleged unlawful discrimination?**

Yes	No
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**ES6 If you answered yes to question ES5 or a Commission made a finding adverse to your organisation, have you taken steps to address this?**

Yes	No
If Yes give details:	

**Only Tenderers with 150 or more employees need to complete Question ES7.  
All other Tenderers should move on to question ES8**

**ES7 Are you able to collect, analyse, monitor and publish information about your workforce including the age, gender, disability and ethnicity of job applicants, those selected for interview, those appointed and promoted, leavers and those subject to grievance and disciplinary procedures? Is this information anonymous and clearly separated from recruitment processes? Do you carry out any additional workforce monitoring in line with the Public Sector General and Specific Duties of the Equality Act 2010 such as staff surveys and training? If you reach shortlisting stage you may be required to explain how you do this or intend to do this, providing evidence if it is available.**

Yes	No
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**ES8 Is your Company BS5750 or IS9000 accredited, (If no, do you have an in-house quality control system? Give details and provide certificates awarded under National Quality Standards) NB: Certificates will be required if you reach final selection.**

Yes	No
If Yes state what accreditation / quality control system your company has:	

**ES9 Would the group or the Ultimate Holding Company be prepared to guarantee the Contract performance of its subsidiary?**

Yes	No
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**ES10 Should your organisation reach final short-listing, you will be required to complete a copy of the Information Security questionnaire in Appendix A Confirm that your organisation would be able to comply with the requirements within the questionnaire and would be willing to complete the questionnaire should your organisation be short listed.**

Yes (Pass)	No (Fail)
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**ES11** Should your organisation reach final short-listing, you will be required to sign a copy of the Data Processing agreement in Appendix B. Confirm that your organisation would be willing to sign the Data Processing agreement

Yes (Pass)	No (Fail)
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**ES12** Should your organisation reach final short-listing, you will be required to sign a copy of the PSN agreement in Appendix C Confirm that your organisation would be willing to sign the PSN agreement.

Yes (Pass)	No (Fail)
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**Questions ES13- ES47 are mandatory pass/fail criteria. These are to be viewed as a key part of the requirement and are therefore of more significance in terms of the evaluation.**

**Tenderers non-compliance or no response with mandatory criteria may result in that submission being ruled out/ declined. However, bids will be viewed by the evaluation panel in terms of the conformance of their submission to the overall specification**

Using the spaces provided in the table below confirm you proposals compliance/non compliance to the stated requirements and use the comments area to enhance your submission.

### To be completed by tenderers for Lot 1 only

Ref	MANDATORY REQUIREMENT	COMPLIANT	
ES13	Ensure that a consistent high level of performance with minimal disruption to all users as detailed in the ITT.	YES (Pass)	NO (Fail)
Comments			

Ref	MANDATORY REQUIREMENT	COMPLIANT	
ES14	Manage the existing DCC fleet of MFD's which will vary in manufacturers, acting as a single point of contact for users.	YES (Pass)	NO (Fail)
Comments			

Ref	MANDATORY REQUIREMENT	COMPLIANT	
ES15	The Contractor must be able to deliver all three levels on the managed print service ( Bronze, Silver and Gold) as within the specification	YES (Pass)	NO (Fail)
Comments			

Ref	MANDATORY REQUIREMENT	COMPLIANT	
ES16	Review existing desktop printer fleet and put a programme in place to rationalise the printers and improve the levels of service and performance throughout the DCC estate.	YES (Pass)	NO (Fail)
Comments			

Ref	MANDATORY REQUIREMENT	COMPLIANT	
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ES17	To provide a proactive and innovative service to DCC with a programme of continuous improvement.	YES (Pass)	NO (Fail)
Comments			

Ref	MANDATORY REQUIREMENT	COMPLIANT	
ES18	All devices offered should be of the digital plain paper type	YES (Pass)	NO (Fail)
Comments			

Ref	MANDATORY REQUIREMENT	COMPLIANT	
ES19	Details of any new range of devices launched by the provider during the period of the contract must be submitted to the authority for consideration for inclusion on the contract. If a newly launched range of device replaces a range of devices supplied under the contract the provider must indicate the bands within which the new devices fall and clearly identify the device it is replacing. The replacements devices must be supplied at the contract rates or lower than those pertaining to the devices being replaced.	YES (Pass)	NO (Fail)
Comments			

Ref	MANDATORY REQUIREMENT	COMPLIANT	
ES20	To ensure compatibility with existing DCC ICT platform systems, devices intended for connection to the DCC PC network will be required to conform to the B3.1.6	YES (Pass)	NO (Fail)
Comments			

Ref	MANDATORY REQUIREMENT	COMPLIANT	
ES21	Devices offered to Devon County Council must have Windows Server 2008 R2 x64 and Windows 7 x32 and x64, Microsoft-signed “inbox” or Windows Update driver	YES (Pass)	NO (Fail)
Comments			

Ref	MANDATORY REQUIREMENT	COMPLIANT	
ES22	Devices that are going to be used as fax machines with a modem and connection to a phone line and an internal PC network must also have security features in place to ensure that these connections do not provide a potential risk of access to the internal PC network that the device is connected to.	YES (Pass)	NO (Fail)
Comments			

Ref	MANDATORY REQUIREMENT	COMPLIANT	
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ES23	The contractor must provide training free of charge as set out in B3.7	YES (Pass)	NO (Fail)
Comments			

Ref	MANDATORY REQUIREMENT	COMPLIANT	
ES24	Due to the sensitive nature of some of the information that may be processed by any MFD's installed through the contract, any devices containing a hard drive or memory of any sort should have adequate security facilities to protect this information.	YES (Pass)	NO (Fail)
Comments			

Ref	MANDATORY REQUIREMENT	COMPLIANT	
ES25	The aim of this contract is to produce reductions in the costs of printing to DCC and environmental impacts. Tenderers are required to give details of how they feel they could achieve these reductions while working within the agreement	YES (Pass)	NO (Fail)
Comments			

Ref	MANDATORY REQUIREMENT	COMPLIANT	
ES26	The minimum specification required for devices in each volume range set out below. Tenderers are required to confirm that they are able to provide devices with equal or higher specifications within each volume band or propose a range of devices within the individual volume range.	YES (Pass)	NO (Fail)
Comments			

Ref	MANDATORY REQUIREMENT	COMPLIANT	
ES27	Invoicing to be only through the DCC “One Bill “ system	YES (Pass)	NO (Fail)
Comments			

Ref	MANDATORY REQUIREMENT	COMPLIANT	
ES28	Disclosure and Barring Service Checks. The Contractor <b>must</b> have the appropriate checks undertaken on all Contractor Personnel and volunteers engaged to provide or supervise the provision of the Services at those Premises where they will come into contact with children or vulnerable adults.	YES (Pass)	NO (Fail)
Comments			

## ES29 Desktop Multi Function Device (Black and White)

Complete the table below with details of the device offered and confirmation of compliance to the required specification. Any devices that do not meet the minimum mandatory requirement will be rejected.

MANDATORY & DESIRABLE REQUIREMENT SPECIFICATION				
Specification Requirements	Mandatory	Compliant	Non Compliant	Tenderers Comments/ Alternative Proposals
A4 Paper	✓			
A4R Paper	✓			
Auto Duplex	✓			
Reduce/ Enlarge	✓			
Fax Option	✓			
Secure Print/ PIN Number Printing	✓			
Confirm Compliance to Network Connection Requirements as set in B3.1.6 DCC ICT Platform	✓			
<b>Scan in Mono or Colour to e-mail/ file/ FTP</b> Scanning is required to be sent to a secure area as on the network as defined by DCC information management and the Devon ICT Team but be capable of being changed for unclassified material or emailed by using Lightweight Directory Access Protocol (LDAP)	✓			

## ES30 Desktop Multi Function Device (Colour)

Complete the table below with details of the device offered and confirmation of compliance to the required specification. Any devices that do not meet the minimum mandatory requirement will be rejected.

MANDATORY & DESIRABLE REQUIREMENT SPECIFICATION				
Specification Requirements	Mandatory	Compliant	Non Compliant	Tenderers Comments/ Alternative Proposals
A4 Paper	✓			
A4R Paper	✓			
Auto Duplex	✓			
Reduce/ Enlarge	✓			
Fax Option	✓			
Secure Print/ PIN Number Printing	✓			
Colour	✓			
Confirm Compliance to Network Connection Requirements as set in B3.1.6 DCC ICT Platform	✓			
<b>Scan in Mono or Colour to e-mail/ file/ FTP</b> Scanning is required to be sent to a secure area as on the network as defined by DCC information management and the Devon ICT Team but be capable of being changed for unclassified material or emailed by using Lightweight Directory Access Protocol (LDAP)	✓			

## ES31 Low Volume Multi-Functional Device at Least 50,000 Copies per Quarter

Complete the table below with details of the device offered and confirmation of compliance to the required specification. Any devices that do not meet the minimum mandatory requirement will be rejected.

MANDATORY & DESIRABLE REQUIREMENT SPECIFICATION				
Specification Requirements	Mandatory	Compliant	Non Compliant	Tenderers Comments/ Alternative Proposals
Cabinet	✓			
A4 Paper	✓			
A4R Paper	✓			
A3 Paper	✓			
Auto Duplex	✓			
Reduce/ Enlarge	✓			
Fax Option	✓			
Secure Print/ PIN Number Printing	✓			
Collation/ Sort Trays	✓			
Colour	✓			
Copy speed of at least 20 cpm	✓			
Quarterly volume of 50,000 or above	✓			
Confirm Compliance to Network Connection Requirements as set in B3.1.6 DCC ICT Platform	✓			
<b>Scan in Mono or Colour to e-mail/ file/ FTP</b> Scanning is required to be sent to a secure area as on the network as defined by DCC information management and the Devon ICT Team but be capable of being changed for unclassified material or emailed by using Lightweight Directory Access Protocol (LDAP)	✓			

## ES32 Medium Volume Multi-Functional Device at Least 200,000 Copies per Quarter

Complete the table below with details of the device offered and confirmation of compliance to the required specification. Any devices that do not meet the minimum mandatory requirement will be rejected.

MANDATORY & DESIRABLE REQUIREMENT SPECIFICATION				
Specification Requirements	Mandatory	Compliant	Non Compliant	Tenderers Comments/ Alternative Proposals
Cabinet	✓			
A4 Paper	✓			
A4R Paper	✓			
A3 Paper	✓			
Auto Duplex	✓			
Reduce/ Enlarge	✓			
Fax Option	✓			
Secure Print/ PIN Number Printing	✓			
Collation/ Sort Trays	✓			
Colour	✓			
Copy speed of at least 25-30 cpm	✓			
Quarterly volume of 200,000 or above	✓			
Confirm Compliance to Network Connection Requirements as set in B3.1.6 DCC ICT Platform	✓			
<b>Scan in Mono or Colour to e-mail/ file/ FTP</b> Scanning is required to be sent to a secure area as on the network as defined by DCC information management and the Devon ICT Team but be capable of being changed for unclassified material or emailed by using Lightweight Directory Access Protocol (LDAP)	✓			

## ES33 High Volume Multi-Functional Device at Least 500,000 Copies per Quarter

Complete the table below with details of the device offered and confirmation of compliance to the required specification. Any devices that do not meet the minimum mandatory requirement will be rejected.

MANDATORY & DESIRABLE REQUIREMENT SPECIFICATION				
Specification Requirements	Mandatory	Compliant	Non Compliant	Tenderers Comments/ Alternative Proposals
Cabinet	✓			
A4 Paper	✓			
A4R Paper	✓			
A3 Paper	✓			
Auto Duplex	✓			
Reduce/ Enlarge	✓			
Fax Option	✓			
Secure Print/ PIN Number Printing	✓			
Collation/ Sort Trays	✓			
Colour	✓			
Copy speed of at least 25-40 cpm	✓			
Quarterly volume of 500,000 or above	✓			
Confirm Compliance to Network Connection Requirements as set in B3.1.6 DCC ICT Platform	✓			
<b>Scan in Mono or Colour to e-mail/ file/ FTP</b> Scanning is required to be sent to a secure area as on the network as defined by DCC information management and the Devon ICT Team but be capable of being changed for unclassified material or emailed by using Lightweight Directory Access Protocol (LDAP)	✓			

**To be completed by tenderers for Lots 2 only**

Ref	MANDATORY REQUIREMENT	COMPLIANT	
ES34	All devices <b>must</b> have a consistent high level of performance with minimal disruption to the users as stated in the ITT.	YES (Pass)	NO (Fail)
Comments			

Ref	MANDATORY REQUIREMENT	COMPLIANT	
ES35	All devices offered should be of the digital plain paper type	YES (Pass)	NO (Fail)
Comments			

Ref	MANDATORY REQUIREMENT	COMPLIANT	
ES36	The Contractor <b>Must</b> notify the Council of any new devices that will be replacing devices on the contract. See B3.2.6	YES (Pass)	NO (Fail)
Comments			

Ref	MANDATORY REQUIREMENT	COMPLIANT	
ES37	The contractor must provide training free of charge as set out in B3.7	YES (Pass)	NO (Fail)
Comments			

Ref	MANDATORY REQUIREMENT	COMPLIANT	
ES38	To ensure compatibility with the public bodies network if required at no extra cost.	YES (Pass)	NO (Fail)
Comments			

Ref	MANDATORY REQUIREMENT	COMPLIANT	
ES39	When using fax devices, the contractor must have security features to ensure there is no risks to the internal PC network. (See B3.2.4)	YES (Pass)	NO (Fail)
Comments			

Ref	MANDATORY REQUIREMENT	COMPLIANT	
ES40	The devices <b>must</b> have security facilities to protect information on hard drives or memory (See B3.2.3)	YES (Pass)	NO (Fail)
Comments			

Ref	MANDATORY REQUIREMENT	COMPLIANT	
ES41	The minimum specification required for devices in each volume range set out below. Tenderers are required to confirm that they are able to provide devices with equal or higher specifications within each volume band or propose a range of devices within the individual volume range.	YES (Pass)	NO (Fail)
Comments	<b>Scan in Mono or Colour to e-mail/ file/ FTP</b> Scanning is required to be sent to a secure area as defined by the public body		

Ref	MANDATORY REQUIREMENT	COMPLIANT	
ES42	Disclosure and Barring Service Checks. The Contractor <b>must</b> have the appropriate checks undertaken on all Contractor Personnel (See B3.2.8)	YES (Pass)	NO (Fail)
Comments			

### ES43 Desktop Multi Function Device (Black and White)

Complete the table below with details of the device offered and confirmation of compliance to the required specification. Any devices that do not meet the minimum mandatory requirement will be rejected.

MANDATORY & DESIRABLE REQUIREMENT SPECIFICATION				
Specification Requirements	Mandatory	Compliant	Non Compliant	Tenderers Comments/ Alternative Proposals
A4 Paper	✓			
A4R Paper	✓			
Auto Duplex	✓			
Reduce/ Enlarge	✓			
Fax Option	✓			
Secure Print/ PIN Number Printing	✓			
<b>Scan in Mono or Colour to e-mail/ file/ FTP</b> Scanning is required to be sent to a secure area as defined by the public body.	✓			

## ES44 Desktop Multi Function Device (Colour)

Complete the table below with details of the device offered and confirmation of compliance to the required specification. Any devices that do not meet the minimum mandatory requirement will be rejected.

MANDATORY & DESIRABLE REQUIREMENT SPECIFICATION				
Specification Requirements	Mandatory	Compliant	Non Compliant	Tenderers Comments/ Alternative Proposals
A4 Paper	✓			
A4R Paper	✓			
Auto Duplex	✓			
Reduce/ Enlarge	✓			
Fax Option	✓			
Secure Print/ PIN Number Printing	✓			
Colour	✓			
<b>Scan in Mono or Colour to e-mail/ file/ FTP</b> Scanning is required to be sent to a secure area as defined by the public body.	✓			

## ES45 Low Volume Multi-Functional Device at Least 50,000 Copies per Quarter

Complete the table below with details of the device offered and confirmation of compliance to the required specification. Any devices that do not meet the minimum mandatory requirement will be rejected.

MANDATORY & DESIRABLE REQUIREMENT SPECIFICATION				
Specification Requirements	Mandatory	Compliant	Non Compliant	Tenderers Comments/ Alternative Proposals
Cabinet	✓			
A4 Paper	✓			
A4R Paper	✓			
A3 Paper	✓			
Auto Duplex	✓			
Reduce/ Enlarge	✓			
Fax Option	✓			
Secure Print/ PIN Number Printing	✓			
Collation/ Sort Trays	✓			
Colour	✓			
Copy speed of at least 20 cpm	✓			
Quarterly volume of 50,000 or above	✓			
Scan in Mono or Colour to e-mail/ file/ FTP Scanning is required to be sent to a secure area as defined by the public body.	✓			

## ES46 Medium Volume Multi-Functional Device at Least 200,000 Copies per Quarter

Complete the table below with details of the device offered and confirmation of compliance to the required specification. Any devices that do not meet the minimum mandatory requirement will be rejected.

MANDATORY & DESIRABLE REQUIREMENT SPECIFICATION				
Specification Requirements	Mandatory	Compliant	Non Compliant	Tenderers Comments/ Alternative Proposals
Cabinet	✓			
A4 Paper	✓			
A4R Paper	✓			
A3 Paper	✓			
Auto Duplex	✓			
Reduce/ Enlarge	✓			
Fax Option	✓			
Secure Print/ PIN Number Printing	✓			
Collation/ Sort Trays	✓			
Colour	✓			
Copy speed of at least 25-30 cpm	✓			
Quarterly volume of 200,000 or above	✓			
Scan in Mono or Colour to e-mail/ file/ FTP Scanning is required to be sent to a secure area as defined by the public body.	✓			

## ES47 High Volume Multi-Functional Device at Least 500,000 Copies per Quarter

Complete the table below with details of the device offered and confirmation of compliance to the required specification. Any devices that do not meet the minimum mandatory requirement will be rejected.

MANDATORY & DESIRABLE REQUIREMENT SPECIFICATION				
Specification Requirements	Mandatory	Compliant	Non Compliant	Tenderers Comments/ Alternative Proposals
Cabinet	✓			
A4 Paper	✓			
A4R Paper	✓			
A3 Paper	✓			
Auto Duplex	✓			
Reduce/ Enlarge	✓			
Fax Option	✓			
Secure Print/ PIN Number Printing	✓			
Collation/ Sort Trays	✓			
Colour	✓			
Copy speed of at least 25-40 cpm	✓			
Quarterly volume of 500,000 or above	✓			
Scan in Mono or Colour to e-mail/ file/ FTP Scanning is required to be sent to a secure area as defined by the public body.	✓			

### (3) Award Criteria Evaluation Questions

The responses to the questions in this section along with the prices submitted in section F pricing schedule will be used to evaluate the responses received under the criteria and weighting system detailed in section A5.3.

**Please refer to section A5.3 Award Criteria and familiarise yourself with this before completing this section.**

#### Lot 1 Award Criteria Evaluation Questions

##### Cost effectiveness - 40%

Question Reference	Tender Question	Maximum Score
EA1	<p>The scenario below is based on the actual position of DCC's estate as at October 2013. All the data can be found in Appendix D Devon County Council baseline document. The contractor may be expected to actually provide the services that are provided in the below scenario.</p> <p>Apply the 3 MPS levels (Bronze, Silver, and Gold) to the 5 Strategic Sites (Appendix D). Provide details, structures and examples on how you are going to deliver the implementation, managing the full range of services, the print rationalisation programme, approach to delivering a proactive and innovative service with a programme of continuous improvement, a work plan with timescales on delivering year on year efficiencies and savings.</p>	65
Tenderer to complete		

Question Reference	Tender Question	Maximum Score
EA2	<p>Are there any elements of your service that is subcontracted? If yes, detail the Contractors with a map of contracting arrangements. In addition how do you contract manage them to ensure that the levels of services performed by yourself are being met by them.</p>	10
Tenderer to complete		

Question Reference	Tender Question	Maximum Score
EA3	<p>How will you develop and maintain close working relationships with key stakeholders in DCC? This is essential to delivering change.</p>	10
Tenderer to complete		

Question Reference	Tender Question	Maximum Score
EA4	<p>Give details of the business continuity plans you have in place to ensure the uninterrupted running of this contract and prevent loss of contract critical information. This should not only include infrastructure and ICT but also staffing arrangements.</p>	15
Tenderer to complete		

### Quality – 15%

Question Reference	Tender Question	Maximum Score
EA5	<p>Provide details of how you are going to manage and provide the below :</p> <ul style="list-style-type: none"> <li>• Service Support (B3.4)</li> <li>• Response times (B3.5)</li> <li>• Device Up-Time (B3.6)</li> </ul>	50
Tenderer to complete		

Question Reference	Tender Question	Maximum Score
EA6	<p>Periodical management information will be required giving DCC a picture of changes made during that period. This will include savings achieved against targets, fault issues with resolution times, number of printers, number of MFD's and any other information to be agreed during contract negotiations and will be discussed at contract review that the contractor must attend. How will you deliver this?</p>	50
Tenderer to complete		

### Technical Merit – 25%

Question Reference	Tender Question	Maximum Score
EA7	<p>Give full details of security features contained within the proposed models to ensure safety of sensitive information that may either be processed by the devices or contained on any hard drive or memory of any sort.</p>	20
Tenderer to complete		

Question Reference	Tender Question	Maximum Score
EA8	<p>Where a device can be used as a fax machine with a connection to a phone line and/or connection to an internal PC network, give details of the security features within the device that will prevent access to the internal network from outside</p>	15
Tenderer to complete		

Question Reference	Tender Question	Maximum Score
EA9	<p>Detail how your proposed devices conform with the specifications for connection to the DCC PC network. Give details of how you ensure compatibility, efficiency and ease of use, set up and with the ability to remedy any faults that may occur after installation</p>	25
Tenderer to complete		

Question Reference	Tender Question	Maximum Score
EA10	<p>Detail how your proposed devices and any necessary drivers conform with the requirements outline in section B3.1.6</p>	20
Tenderer to complete		

Question Reference	Tender Question	Maximum Score
EA11	Demonstrate how devices provided can produce legally admissible records as an outcome of the document scanning process and if they are capability to provide or facilitate optical character recognition (OCR) on documents? Indicate where additional software is required to achieve these.	20
Tenderer to complete		

## Environmental Characteristics – 20%

Question Reference	Tender Question	Maximum Score
EA12	Give details of how you feel you could work with DCC to achieve the following – <ul style="list-style-type: none"> <li>reduce the amount of wasted printing,</li> <li>reduce the environmental Impact of printing, produce a more sustainable approach to printing as a whole.</li> </ul>	20
Tenderer to complete		

Question Reference	Tender Question	Maximum Score
EA13	What procedures do you have in place to comply with the WEEE directives including collection, recycling and disposal for both the devices and any service consumables that may be required?	20
Tenderer to complete		

Question Reference	Tender Question	Maximum Score
EA14	How do you address sustainable issues within your business? For example do you have an environment officer? Do you use recycled packaging? Provide details on the use of recycling materials or use of recycling material in the printing process.	20
Tenderer to complete		

Question Reference	Tender Question	Maximum Score
EA15	Do you recycle used toner cartridges? If so provide details of the process including collection. Are the cartridges refilled and then reused or just recycled for their component parts? If so what percentage of material is recycled?	20
Tenderer to complete		

Question Reference	Tender Question	Maximum Score
EA16	Do you have a policy of supporting local development and use of local materials? Do you have policies to actively reduce waste? If you have your own transport fleet do you operate green fleet policies?	20
Tenderer to complete		

## Lot 2, Award Criteria Evaluation Questions

### Quality 15%

Question Reference	Tender Question	Maximum Score
EA17	Demonstrate the resources that you have available to you to service this contract	20
Tenderer to complete		

Question Reference	Tender Question	Maximum Score
EA18	Provide your suggestions as to the type of management information you could provide that would assist the customer.	15
Tenderer to complete		

Question Reference	Tender Question	Maximum Score
EA19	Describe what processes you will employ to monitor performance of the contract.	15
Tenderer to complete		

Question Reference	Tender Question	Maximum Score
EA20	Do you or can you identify any constraints, which you feel may make achievement of this service difficult? Give details of how you would overcome these constraints.	15
Tenderer to complete		

Question Reference	Tender Question	Maximum Score
EA21	Confirm that during the evaluation stage and through out the life of the contract you will supply on site technical resources to carry out installation and testing for all devices and associated drivers etc. as required.	15
Tenderer to complete		

Question Reference	Tender Question	Maximum Score
EA22	Give details of the business continuity plans you have in place to ensure the uninterrupted running of this contract and prevent loss of contract critical information. This should not only include infrastructure and ICT but also staffing arrangements.	20
Tenderer to complete		

## After Sales Service 30%

Question Reference	Tender Question	Maximum Score
EA23	Provide details of how you are going to manage and provide the below : <ul style="list-style-type: none"> <li>• Service Support (B3.4)</li> <li>• Response times (B3.5)</li> <li>• Device Up-Time (B3.6)</li> </ul>	35
Tenderer to complete		

Question Reference	Tender Question	Maximum Score
EA24	What would you expect the lead time to be from receipt of order to delivery being completed?	20
Tenderer to complete		

Question Reference	Tender Question	Maximum Score
EA25	State what form and level of post-implementation support and ongoing customer care would be made available and detail any costs in the pricing schedule associated with these undertakings.	25
Tenderer to complete		

Question Reference	Tender Question	Maximum Score
EA26	Supply details and a copy of your standard service level agreement for devices supplied under this contract.	20
Tenderer to complete		

## Technical Merit 30%

Question Reference	Tender Question	Maximum Score
EA27	Contractors may offer devices with features over and above those specified; where this is the case provide the details along with details of the advantage's they would provide to the authority.	20
Tenderer to complete		

Question Reference	Tender Question	Maximum Score
EA28	Give full details the security features contained within the proposed models to ensure the safety of any sensitive information that may either be processed by the device or contained on any hard drive or memory of any sort.	40
Tenderer to complete		

Question Reference	Tender Question	Maximum Score
EA29	Where a device can be used as a fax machine with a modem, connection to a phone line and connection to an internal PC network give details of the security features within the device that will prevent the risk of access to the internal PC network from outside	40
Tenderer to complete		

### Environmental Characteristics – 25%

Question Reference	Tender Question	Maximum Score
EA30	<p>Give details of how you feel you could work with Public Bodies who may use the framework agreement to achieve the following:-</p> <ul style="list-style-type: none"> <li>• reduce the amount of wasted printing</li> <li>• reduce the amount of wasted printing,</li> <li>• reduce the environmental impact of printing, produce a more sustainable approach to printing as a whole.</li> </ul>	20
Tenderer to complete		

Question Reference	Tender Question	Maximum Score
EA31	What procedures do you have in place to comply with the WEEE directives including collection, recycling and disposal for both the devices and any service consumables that may be required?	20
Tenderer to complete		

Question Reference	Tender Question	Maximum Score
EA32	<p>How do you address sustainable issues within your business?</p> <p>For example do you have an environment officer? Do you use recycled packaging ? Provide details on the use of recycling materials or use of recycling material in the printing process.</p>	20
Tenderer to complete		

Question Reference	Tender Question	Maximum Score
EA33	<p>Do you recycle used toner cartridges?</p> <p>If so provide details of the process including collection.</p> <p>Are the cartridges refilled and then reused or just recycled for their component parts? If so what percentage of material is recycled?</p>	20
Tenderer to complete		

Question Reference	Tender Question	Maximum Score
EA34	<p>Do you have a policy of supporting local development and use of local materials?</p> <p>Do you have policies to actively reduce waste?</p> <p>If you have your own transport fleet do you operate green fleet policies?</p>	20
Tenderer to complete		

## SECTION F: Pricing Schedule for Lot 1 Managed Print Service

### Cost Per Copy Pricing Only Model

Copy this pricing schedule to apply to the different MPS levels (Bronze, Silver and Gold)  
Based on an annual volume of 19,977,672 for the 5 strategic sites as set out in Appendix D

Pricing Model	Cost per Copy
Mono all inclusive	£
Colour all inclusive cost per copy	£

Any other associated costs (exclusive of VAT)

### Rental and Cost per Copy Pricing Model

Copy this pricing schedule to apply to the different MPS levels (Bronze, Silver and Gold)  
Based on an annual volume of 19,977,672 for the 5 strategic sites as set out in Appendix D

Pricing Model for Each Device	Cost per Copy	Rental
Low Volume (this includes desktop) Mono	£	£
Low Volume (this includes desktop) Colour	£	£
Medium Volume Mono	£	£
Medium Volume Colour	£	£
High Volume Mono	£	£
High Volume Colour	£	£

Any other associated costs (exclusive of VAT)

I / We offer to supply the goods and/or services listed in the pricing schedule in compliance with the specification and all other documents forming the contract and at the fixed price above.

\*Signed: ..... Date: .....

Name: *(in block capitals)*: .....

In the capacity of: ..... on behalf of: .....  
(State official position, ie Director, Manager, Secretary etc).

## SECTION F: Lot 2, Machine Specification & Pricing Schedule

Copy pricing schedule and complete one form for every device offered. More than one make and model can be offered in each device type specified.

Manufacturer					
Model					
Basic Machine Features					
Speed cpm	Black & White		Colour		
Warm Up Time					
First Copy Time					
Max Original Size					
Copy Size	Minimum		Maximum		
Reduction Ratios					
Enlargement Ratios					
Exposure Man / Auto					
Copy Stock Weight	Minimum		Maximum		
Number of Paper Trays					
Overall Paper Tray Capacity					
Overall Device Dimensions	Height:		Width:		Depth:
Power Consumption	Standby		in Use		
Power Consumption Sleep Mode					
Power Rating	Maximum		Average		
Power Saving Mode	Yes / No				
End of Day / Weekend Switch Off	Yes / No				
Auto Switch to Standby	Yes / No				
Period Before Switching to Standby					
Other Energy Saving Features					
Energy Saving Accreditations					
Overall Device Weight					
New / Remanufactured*					
Built in Copy Auditing					
Access Control					
Service Interval					
<b>Photocopier / Printer Facilities</b>					
Manual / Auto Duplex					
Copy / Print Resolution					
Standard Finishing Options					
Overall Memory Size					
Multitasking Memory	Yes / No				
<b>Scanning Facilities</b>					
Scanning in Mono or Colour					
Scan Resolution					
Scan to e-mail / File / FTP					
<b>Fax Facilities</b>					
Modem Speed		Memory Size			
Compatible with IP Systems	Yes / No				

\* Delete as applicable

## Pricing Schedule for Lot 2

The bidders must provide prices for the different year leases per category (Desktop, Low, Medium and High volume). Only the 5 year lease prices for each of the device categories and the additional costs will form part of the price evaluation criteria, but bidders are expected to provide the information for the other lease periods for information and these will be benchmarked.

Costs	3 Years Lease		4 Years Lease		5 Years Lease	
	Minimum Rental Period	Reduced On-going Rental	Minimum Rental Period	Reduced On-going Rental	Minimum Rental Period	Reduced On-going Rental
Quarterly Rental	£	£	£	£	£	£
Cost per Copy Black & White	£	£	£	£	£	£
Cost per Copy Colour (if available)	£	£	£	£	£	£

Any Additional Costs / Optional Extras						
Additional Costs	3 Years Lease		4 Years Lease		5 Years Lease	
	£	£	£	£	£	£
	£	£	£	£	£	£
	£	£	£	£	£	£
	£	£	£	£	£	£
	£	£	£	£	£	£

Prices to be held firm for a minimum of .....months unless otherwise stated.

The prices quoted in the offer shall remain throughout the period of the purchasing arrangement except where:

- during the period of the contract the exchange rate of the pound sterling varies significantly, any alternation is made in the rate of taxes, customers or other duties affecting the goods specified, whether by the imposition of new taxes, tariffs or duties or the withdrawal or variation of the same, then an appropriate agreed allowance shall be made by the authority or the Contractors as the case may be.
- the Contractor makes provision for a properly formulated price variation clause which is accepted by the Authority.

I / We offer to supply the goods and/or services listed in the pricing schedule in compliance with the specification and all other documents forming the contract and at the fixed price above.

\*Signed: ..... Date: .....

Name: *(in block capitals)*: .....

In the capacity of: ..... on behalf of: .....  
(State official position, ie Director, Manager, Secretary etc).

## SECTION G: Price Variation Formula

This section of the Invitation to tender should be completed in conjunction with Clause C26 of the DCC Standard Terms and Conditions of Goods and Services. Failure to complete this section may result in a tender being rejected.

**Price Variation Formula for any price quoted which maybe subject to variation after any period of price stability.**

ELEMENT	(1) FIXED	(2) %
LABOUR		
MATERIALS		
HAULAGE		
OTHER		

In order to assist tenderers when completing the formula, the following information has been detailed for guidance.

- (1) Please state in column (1) which elements are to remain firm in price for the period for the contract.
- (2) Where any element is not fixed in price for the duration of the contract, please state as a % in Column (2) the contribution which that element makes to the quoted unit price.
- (3) Any future price variations applied for must show the actual % movement of the element and be accompanied by documentary proof that the change in cost indicated has occurred.
- (4) The breakdown of costs as indicated in the Price Variation Formula will be automatically adjusted following the acceptance of a price increase and the new apportionment used as a basis for consideration of future applications.

Signature ..... Date: .....

For and on behalf of .....

Address .....

.....  
 .....  
 .....  
 .....  
 .....

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## Appendix

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### Appendix A - Information Security Questionnaire



DCC Appendix A  
Information Security

### Appendix B - Data Processing Agreement



DCC Appendix B  
Data Processing Agree

### Appendix C – PSN Agreement DCC



DCC Appendix C PSN  
Agreement.pdf

### Appendix D – DCC Baseline (5 Strategic Sites and Whole Estate Data)

See separate document

### Appendix E – DCC's Estate Locations

[https://www.google.com/maps/d/edit?mid=zNE\\_eXmMAjOA.kKC-VePRc-YQ](https://www.google.com/maps/d/edit?mid=zNE_eXmMAjOA.kKC-VePRc-YQ)

### Appendix F – 5 Strategic Site Plans with listed devices

See separate document

### Appendix G – One Bill



Appendix G - One  
Bill.pdf