
**Bath & North East
Somerset Council**

Improving People's Lives

**INVITATION TO TENDER
for the Provision of**

**Voice Network Maintenance,
Support and Software Assurance
and SIP Trunk Connectivity under
the Open Procedure**

Supply the South West reference number: DN591330

INTRODUCTION TO BATH & NORTH EAST SOMERSET COUNCIL

Bath and North East Somerset (B&NES) is a unitary authority created on 1 April 1996 following the abolition of the County of Avon. The Council has responsibility for almost all local government functions within the district, including planning, building control, local roads, council housing, environmental health, markets & fairs, refuse collection, recycling, cemeteries & crematoria, leisure services, parks, and tourism. It is also responsible for education, social services, libraries, main roads, public transport, trading standards, waste disposal and strategic planning.

B&NES covers an area of 136 square miles (352 km²), of which two thirds is green belt. It stretches from the outskirts of Bristol, south into the Mendip Hills and east to the southern Cotswold Hills and border of Wiltshire. The city of Bath is the principal settlement in the district.

Bath developed as a spa resort in Georgian times and remains a major cultural tourism centre having gained World Heritage City status.

The CORPORATE STRATEGY

The Corporate Strategy is the Council's overarching strategic plan. It sets out what we plan to do, how we plan to do it, and how we will measure performance. The Strategy was agreed at the Cabinet Meeting on 22 July 2020. You can view the details on our website - <https://beta.bathnes.gov.uk/corporate-strategy-2020-2024-survey>

We have one overriding purpose – **TO IMPROVE PEOPLE'S LIVES.**

We have two Core Policies:

i) TACKLING THE CLIMATE AND NATURE EMERGENCY

In 2019, we declared a climate emergency across Bath & North East Somerset. Our commitment is to net zero carbon by 2030.

ii) GIVING PEOPLE A BIGGER SAY

We want to make sure we are involving local people, parish councils and others in our decision-making. We need to listen to all our communities, including our younger residents, about the issues that affect their future.

**SUPPLIERS AND CONTRACTORS WHO DO BUSINESS WITH THE COUNCIL
MUST COMMIT TO HELPING THE COUNCIL MEET THESE OBJECTIVES**

STANDARDS REQUIRED BY CONTRACTORS AND SUPPLIERS

These standards are required by contractors/suppliers to perform the Contract in accordance with Council procedures. Should you require further information, please contact procurement@bathnes.gov.uk.

Code of Conduct

- You are expected to give the highest possible standard of service with impartiality.
- Do not use any information obtained during the course of your Contract with B&NES for personal gain or benefit. Do not pass it on to others who might use it in such a way.
- You must follow all policies of the Council and not allow your own personal or political opinions to interfere with your work.
- You are required to be courteous, efficient and provide impartial service delivery to all groups and individuals within the community.
- It is expected that everyone working for/on behalf of the Council shall:
 - be honest
 - maintain a high standard of integrity and conduct at all times
 - not use his/her position to further private interests or those of relatives and friends
- You are expected to comply with the requirements of the Data Protection and Freedom of Information Acts.
- No harassment of any kind will be tolerated. This includes but is not limited to sexual, sexual orientation, racial, religious and disability harassment. Harassment is conduct by one person to another, which is unwanted, unreasonable and offensive to the recipient.

Equalities

- In your work you are expected to comply with Council policies and legislation (Equality Act 2010).
- B&NES is committed to equality of opportunity for everyone and believes diversity of the local community is a major strength which contributes to the social and economic prosperity of the area.
- The Council aims to provide appropriate, accessible, and effective services and facilities to all sections of the community without prejudice or bias and equality of opportunity in all aspects of employment.

Modern Slavery

- You will ensure fair pay to contractors working at Council sites by applying the 'Real Living Wage' including sub-contractors
- You will ensure fair and safe working conditions
- Your workers must have a legal right to work in UK
- You must not employ bonded workers

- You must employ workers with legitimate qualifications from bona fide training organisations
- You must pay your sub-contractors and workers on time
- You must follow the rules of the Construction Industry Scheme (where relevant)
- You must report any breach or suspected breach to B&NES at the earliest opportunity

Health and Safety

- The Council is committed to providing and maintaining a safe place of work and healthy environment for all employees and persons affected by its operations.
- Health & Safety is everybody's responsibility, and we must all be continuously aware of our own safety and the safety of others in everything we do.
- Contractors must take reasonable care for their own health and safety and that of others who may be affected by what they do or not do
- You must co-operate with your employer and B&NES on health and safety
- You must correctly use work items provided by your employer, including personal protective equipment, in accordance with training or instructions
- You must not interfere with or misuse anything provided for your health, safety, or welfare

Electronic Access (if relevant)

- Do not use any log on or password that has not been specifically set up for you.
- Any use of e-mail or Internet facilities, business or private, must not breach the law.
- Do not send, access, or transfer any information or message that is defamatory.
- Do not download, copy, or transmit materials in breach of the Copyright, Designs and Patents Act.
- Do not access, transmit or display any material with a content that is forbidden e.g. sexual material.
- Do not send any commercially sensitive information by e-mail, unless you have been given the authority to do so by the appropriate B&NES contact.

General

- The Council will not tolerate unacceptable behaviour and will take appropriate action if required.
- Generally, the test of reasonableness should apply - "Would it be reasonable.....?"

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SECTION 1 – THE REQUIREMENT

1.1 Overview and Background

The Council wishes to establish a single provider Contract for the provision of Voice Network Maintenance, Support and Software Assurance with Optional Goods and Services as well as a single provider contract for the provision of SIP Trunk Connectivity under the Open Procedure. The Council is managing this procurement in accordance with the Public Contracts Regulations.

This is a services and optional goods Contract being procured under the Open procedure.

This Contract **will** be split into 3 lots. Lot 1 and 2 must be awarded to the same supplier. Lot 3 can be awarded independently.

LOT1

The core Bath & North East Somerset Council cluster, plus peripheral applications referred to in Section 1.1 of this document. v9 MiVB estate with MiCollab, MiCC, Trunking Gateways and Teleworker Gateways.

LOT 2

The extended HCRG Care Group cluster also referred to in Section 1.1 of this document. v8 MiVB estate with MiCollab NuPoint and utilising the B&NES Trunking Gateways.

LOT 3

Resilient and load balanced SIP Trunk routing to The Council's SIP Trunking Gateway, Mitel MiVoice Border Gateway (MBG). DDI's and outgoing calls within the range are utilised across LOTS 1 & 2 and free inclusive minutes are part of the current contracted agreement.

Suppliers are encouraged to bid for all Lots they are able to meet the requirement for. Each section has headings for LOT 1,2 and 3.

LOT 1

The Council's voice communication network is based on Mitel architecture and runs over an Extreme data network.

The voice network has a combination of Mitel hardware and virtual applications with all equipment to be covered under this contract listed in Appendix 4. An explanation of how the Council uses this equipment in its voice network is detailed below.

The core of the voice network consists of six Mitel MiVoice Business systems, five of which are virtual and one running on Mitel 3300 MXe hardware. All MiVoice Business systems are in a single voice cluster running MiVB v9.1 and MiCollab v9.2. The cluster supports approximately 2,500 user devices which

include MiCollab softphones, analogue terminals, IP handsets, SIP conference units and cordless devices. Analogue connectivity is supported by Universal ASU's and ASU II's connected to our single 3300 controller. MiCollab NuPoint is used as the network wide voicemail platform.

Two of the virtual MiVoice Business systems act as trunking gateways all other controllers are for users and include user resiliency. The two trunking gateways connect to two MiVoice Border Gateway servers (one each), acting as SIP Trunk Proxies. Each MiVoice Border Gateway supports 100 incoming/outgoing SIP lines.

A voice only, Mitel ACD, contact centre is in place with MiContact Centre CCM monitoring and front end IVR services. The MiContact Centre is a single virtual server supporting approx. 180 Standard Agents and 16 IVR ports although we are looking to increase the number of IVR ports.

Two virtual MBG servers provide resilient Teleworker functionality for approx. 170 council users.

Additionally, there are SIP trunk connections to a RightFax server (2 SIP Trunks) and Skype for Business server (100 SIP Trunks). Both of these servers are out of scope of this tender document.

The Council understands the importance of keeping up to date with technology enhancements to support the many departments ongoing and changing requirements. Therefore during the life of this contract it is anticipated that all Entry level license users will be migrated to Standard users and MiCollab softphones deployed, this will also slowly reduce the IP handset installed base. The 3300 MXe controller will remain in the network only to support analogue connectivity.

As part of the Councils Digital Strategy there are ongoing discussions to enhance the existing voice contact centre to include multi-media support. There is also the desire to widen the use of IVR services across the council. Finally, in line with the councils move to Office 365 we are adopting the use of Microsoft Teams, although there are no plans to deploy SIP trunks into Microsoft Teams there is the desire for wider integration between MiCollab and MS Teams, this is something that will be kept under constant review and this detail is provided for information purposes only at the moment but is relevant to question 11.1.1.

LOT 2

The Council also has a separate cluster used by a 3rd party provider of its adult care services. This cluster uses a separate pair of MiVB virtual servers running MiVB v8 and is used to provide IP telephony support for 1,120 users. We will be planning to upgrade this cluster to v9 during the lifetime of this support contract. This cluster forms LOT 2.

LOT 1 and 2

The Council also has optional requirements, which it is under no obligation to accept, for additional resourcing and equipment purchasing. During the life of this contract, it is expected there will be times when additional engineering resource will be required to complete specific work for the Council, for example new projects. It is also expected that the purchasing of new equipment and licences will be required to introduce new functionality and/or enhance the voice network. The supplier will be expected to work with the Council to ensure extra expenditure is kept to a minimum.

LOT 3

The Council has an existing contract in place for SIP trunks which will expire on 31/03/2022. A new contract will need to be in place for 01/04/2022. The preferred supplier will be expected to perform due diligence prior to the commencement of the contract to ensure all the Councils business needs have been met in relation to this contract.

The Council currently has two 100Mb Openreach Fibre bearers direct with Gamma and are presented to different locations within the B&NES area. On each bearer the Council is using 20Mb bandwidth and 160 SIP trunks. In total the Council has 320 SIP Trunks. Each bearer is patched to an MBG for use by Mitel voice infrastructure applications.

The Council has 5000+ DDI numbers all on the Gamma network at present. The Council expects a guarantee that all these ranges will remain in place and billing responsibility passed to the new contractor. The Council does not expect any disruption to service at any point during transition to a new contractor.

During the life of this contract the Council may increase or decrease its SIP trunk capacity depending on the business needs. At the time of writing this tender document there are no plans to adjust the current capacity level. The Council expect that inclusive minutes would be part of a proposed contract and include, but not limit to Local & National UK Calls.

The Council is procuring the Contract as a central purchasing body for itself.

1.2 Strategic Objectives of the Contract

ALL LOTS

The Council is moving away from its office based hot desk thin client solution to a more mobile work force using laptops to enable much more flexible home and remote working. Key to this is effective communication and having a

reliable voice platform and softphone solution is key to making this strategic switch a success.

1.3 Specification

1.3.1 Hardware, Software and Security Upgrades

LOT 1 and 2

System hardware and software levels should be maintained according to Mitel's support standards. Included in the agreement will be the right to install major and minor software version updates and bug fixes. Access shall be provided to allow the Council to download updates as required direct from Mitel, or the Tenderer shall undertake to download such updates on the Council's behalf when requested.

The Council must be informed of new Software versions when released and at quarterly service review meetings. The Council must also be informed of any security patches and/or updates to applications and operating systems. If the Council wishes to upgrade in line with the release, upgrades should be completed as standard within a three-month period.

All costs associated with such upgrades, including out of hours working, travel and expenses should be included within the Contract. The Council does not expect to incur any additional overheads.

LOT 3

The Council has a Cisco 4221 Router in each of its locations as end point terminations for the SIP Trunks. It is expected that these, or suitable replacements provided by the new provider, will be maintained throughout the life of this Contract and all associated maintenance costs will be included within the contract.

Any upgrades or maintenance to the devices that result in a disruption to service, must be completed outside of the standard hours of this contract, unless the work is required to resolve a service affecting problem. **All** costs for this work are to be included within the Contract.

1.3.2 Engineering / Consultancy Days

LOT 1 and 2

As part of the Contract, the Council requires 1 day a quarter consultancy/engineering resource to be included and to be used at the Council's discretion for any project work, maintenance, moves, additions and changes. These days will be used on Council sites and can be used as full days or part days. Any unused days should be rolled into the following quarter/year.

In addition, we require fixed daily rates for Design & Consultancy, Project Managers, 3rd Line technical support & 1st/2nd line technical support at a competitive rate so request these and other relevant roles are priced as part of the contract. The Council reserves the right to go to another provider for these additional services during the term of the contract if it deems such a quote uncompetitive or previous work has fallen below agreed service levels

The Council does not expect to incur any additional overheads/expenses in relation to these days.

LOT 3

N/A

1.3.3 Contract Dates

LOT 1

The Council has an existing maintenance, support and Software Assurance contract in place and parts of the contract are due to expire on 31st March 2022. The new contract will run from 01st April through to 31st March each year. The tables below indicate which services are required and the corresponding dates to be covered under this Contract. We would also like to note that alongside a multi year maintenance contract, we would require multi year SWA so that best value is achieved and alignment of SWA to Maintenance.

	Maintenance & Support	Software Assurance
Year 1	1 st April 2022 to 31 st March 2023	1 st April 2022 to 31 st March 2023
Year 2	01 st April 2023 to 31 st March 2024	01 st April 2023 to 31 st March 2024
Year 3	01 st April 2024 to 31 st March 2025	01 st April 2024 to 31 st March 2025
Year 4 (Optional Extension)	01 st April 2025 to 31 st March 2026	01 st April 2025 to 31 st March 2026

Year 5 (Optional Extension)	01 st April 2026 – 31 st March 2027	01 st April 2026 – 31 st March 2027
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LOT 2

	Maintenance & Support	Software Assurance
Year 1	1 st April 2022 to 31 st March 2023	1 st April 2022 to 23 rd July 2022 existing. Therefore 24 th July 2022 to 31 st March 2023 required only
Year 2 (Optional Extension)	01 st April 2023 to 31 st March 2024	01 st April 2023 to 31 st March 2024
Year 3 (Optional Extension)	01 st April 2024 to 31 st March 2025	01 st April 2024 to 31 st March 2025
Year 4 (Optional Extension)	01 st April 2025 to 31 st March 2026	01 st April 2025 to 31 st March 2026
Year 5 (Optional Extension)	01 st April 2026 – 31 st March 2027	01 st April 2026 – 31 st March 2027

A one week due diligence period and three week handover period are expected prior to 01st April 2022 to allow a successful transition from the existing Contractor.

LOT 3

The Council has an existing SIP Trunk contract which will expire on 31st March 2022.

The new contract will run from 01st April 2022 through to 31st March 2025 with an optional extension annually.

The council is under no obligation to invoke the contract extension.

Year 1	01 st April 2022 to 31 st March 2023
Year 2	01 st April 2023 to 31 st March 2024
Year 3	01 st April 2024 to 31 st March 2025
Year 4 (Optional Extension)	01 st April 2025 to 31 st March 2026
Year 5 (Optional Extension)	01 st April 2026 – 31 st March 2027

1.3.4 Hours of Cover

LOT 1 and 2

The Council requires a Service Level Agreement which allows fault reporting, maintenance response and diagnostics during standard office hours of Monday to Friday 09:00 to 17:00, excluding UK standard public holidays.

All response and resolution timescales will run during this time frame.

System hardware and software upgrades are to be included within the Contract which will include work outside of these hours including weekend work.

Optional extra hours of cover may be required to complete specific work such as faulty part replacement. The Council is under no obligation to accept this as part of the Contract. Should the Council wish to use additional hours of service, as much notice as possible will be provided by the Council and we expect to work with the Contractor to arrange suitable timescales for completion.

LOT 3

The Council requires a Service Level Agreement which allows fault reporting, maintenance response and diagnostics during standard office hours of Monday to Friday 09:00 to 17:00, excluding UK standard public holidays.

All response and resolution timescales will run during this time frame.

The Council expects that the service will run 24 x 7 x 365 and any planned outages to the Councils service must be notified in writing in advance.

1.3.5 Service Priority Levels

The Council requires detailed information about the providers standard service desk priority levels, resolution times and SLAs and how well as an organisation it is meeting its SLAs across its customer base.

The council is best placed to understand the business impact of a fault and there may be times when the issue may appear minor to the provider but is of high priority to the council, therefore, the appropriate priority level of an incident shall be defined by the Council when logging the incident with the providers service desk.

Please note that all examples listed are for illustration purposes and is not an exhaustive list of all incidents with a given priority.

Criteria for the definition of the priority levels can be agreed at the point of the award of Contract.

LOT 1 and 2

Priority	Level	Description
P1	Critical	<p>A major outage and/or loss of Voice Services across the B&NES Telephony Infrastructure</p> <p>Non-exhaustive examples:</p> <ul style="list-style-type: none"> • Multiple Cluster elements down • Loss of incoming and/or outgoing calls • IVR or Contact Centre down • Recurring or escalation of P2 incident
P2	Severe	<p>No voice services on a major council location and /or a major service area</p> <p>Non-exhaustive examples</p> <ul style="list-style-type: none"> • Customer Services Team have lost service • Recurring Priority 3 incident
P3	High	<p>No voice services on a standard Council location and/or service area</p> <p>Non-exhaustive examples</p> <ul style="list-style-type: none"> • A system failure resulting in resiliency failover with no service impact to users • No voice services in a library • Recurring Priority 4 incident
P4	Moderate	<p>Loss of minor functionality</p> <p>Non-exhaustive examples</p> <ul style="list-style-type: none"> • Intermittent audio problems across a small team / service area • Recurring Priority 5 incident
P5	Low	<p>Individual loss of service or low-level functionality</p> <p>Non-exhaustive examples</p> <ul style="list-style-type: none"> • A single user unable to hear incoming calls
P6	Information	<p>Information request based on the voice network</p> <p>Non-exhaustive examples</p> <ul style="list-style-type: none"> • Request for documentation such as software release notes • Request for system configuration details

LOT 3

Priority	Level	Description
P1	Critical	A total outage and loss of SIP Trunks across the Council network
P2	Severe	A loss of all SIP Trunks on one of the two nominated council offices
P3	High	Major problem affecting services across SIP Trunks Non-exhaustive examples <ul style="list-style-type: none">• Unable to make or receive specific call types• Recurring Priority 4 incident
P4	Moderate	Minor problem affecting services across SIP Trunks Non-exhaustive examples <ul style="list-style-type: none">• Intermittent audio problems on calls• Recurring Priority 5 incident
P5	Low	Low level problem affecting some call types Non-exhaustive examples <ul style="list-style-type: none">• Intermittent audio problem under rare conditions
P6	Information	Information request Non-exhaustive examples <ul style="list-style-type: none">• Quotations• Configuration details

The Fix / Resolve timescales may refer to a temporary restore of service or functionality until a root-cause analysis can be completed and any underlying issues are resolved.

Priority	Response	Status Updates	Resolution / Fix
P1	30 Minutes	Every 30 minutes until fix Root Cause Analysis report to be provided within 8 hours of fix	Within 2 hours
P2	2 Hours	Every 2 hours until fix	Within 8 hours

		Root Cause Analysis report to be provided within 2 business days of fix	
P3	4 Hours	Every 8 hours until fix	Within 2 business days
P4	8 Hours	Every 2 business days	Within 4 business days
P5	8 Hours	Every 4 business days	Within 10 business days
P6	3 Business Days	As agreed	As agreed

1.3.6 Response and Resolution Timescales

ALL LOTS

The Council requires a target SLA of 98% based on the above priority levels.

The Council reserves the right to terminate the contract if the SLA's are not met. For example, continuous failure over two quarters of the financial year.

1.3.7 Point of Contact

All Lots

The Council has an IT helpdesk where users report all incidents. Each incident is logged with an internal reference number and escalated within the IT department for investigation. All incidents and requests logged to the Contractor will therefore be reported by the IT department.

On award of Contract the Contractor will provide contact details to the Council to report incidents. When incidents and requests are raised the Council is to be provided with a reference number for monitoring and escalation purposes.

If possible the Council would like a customer web portal to be able to report and monitor any problems and also be aware of any planned service outages. This is not a requirement but a request only and by responding to this Tender the Contractor is under no obligation to provide this.

1.3.8 Incident Management

All Lots

The Contractor will be responsible for the resolution of incidents within the defined service levels. The Contractor will be required to undertake pro-active assessment of incidents to ensure the continued stability of the voice network.

The Contractor must undertake the following:

- Provide an incident reference number at initial point of contact
- Inform the Council immediately if any response or resolution timescales will not be met and the reason why
- Inform the Council immediately when incidents are closed with details of action taken
- Advise the council of any pro-active steps to be taken to avoid reoccurrence of incidents
- Provide a Root Cause Analysis within the defined timescales for any Priority 1 and Priority 2 incidents

1.3.9 Escalation Procedure

All Lots

The Contractor will provide details of escalation procedures on award of contract should the Council need to escalate incidents to a higher priority level.

1.3.10 Contract Administration

All Lots

The successful Tenderer will nominate a Contract Manager that will be responsible for overseeing all aspects of the Contract and ensuring that any areas of underperformance are addressed.

Quarterly maintenance reviews will be required to maintain open discussion between the Council and Contractor. These can be in the form of on-site

meetings or conference calls and will be used to discuss any open maintenance issues and/or ongoing projects work.

At least one service review per year will include an innovation discussion. This review may take place off site if product demonstrations are required.

1.3.11 Service Reporting

LOT 1 and 2

The contractor will provide service reports and KPI's with the following information in. These are to be provided at least one working week prior to every Quarterly service review meeting so that the contents can be reviewed and discussed.

- The number of incidents raised during the last quarter and the priority levels of each
- The response and resolution times of all incidents within the last quarter
- Details of any recurring incidents
- Root Cause Analysis reports of any Priority 1 or Priority 2 incidents raised within the last quarter
- Pro-active advice to avoid incidents and/or recurrence of incidents
- Details of any new system software versions including new or updated features and functionality
- The number of engineering/consultancy days, included in the contract, that have been used in the last quarter with explanation of use, and the number of days remaining.

The amount of additional engineering resource time that the Council has used in the last quarter with explanation of use. For example, additional project work or out of contracted working hours, maintenance support.

LOT 3

The contractor will provide service reports and KPI's with the following information in. These are to be provided at least one working week prior to every Quarterly service review meeting so that the contents can be reviewed and discussed.

- The number of incidents raised during the last quarter and the priority levels of each
- The response and resolution times of all incidents within the last quarter
- Details of any recurring incidents
- Root Cause Analysis reports of any Priority 1 or Priority 2 incidents raised within the last quarter
- Pro-active advice to avoid incidents and/or recurrence of incidents

1.3.12 Contract Amendments

LOT 1 and 2

It is likely that some of the hardware and software will be changed during the life of this Contract. It is likely that the 3300 MXe controller will be retired as and when analogue services are migrated.

The Council requires that software and equipment may be added or removed from the maintenance Contract. These changes will be agreed upon during the quarterly service review meetings. It is hoped that over the life of the contract that license renewal dates can be synchronised and rationalised to make ongoing license management simpler, this can be discussed and agreed upon at the service reviews.

LOT 3

During the life of this Contract the Council may wish to increase or decrease its SIP Trunk capacity in line with business requirements. The Council requires that any additions to this Contract will incur the same costs as quoted in this Tender.

1.3.13 Due Diligence

LOT 1 and 2

On award of Contract the successful Contractor is expected to undertake due diligence work alongside the Council to satisfy both parties of the following:

- The Contractor understands the Councils requirements
- The Contractor understands the responsibilities of the Contractor and the Council

- That all equipment within the Councils voice network is covered under this Contract
- Any accommodation constraints

LOT 3

On award of Contract the successful Contractor is expected to undertake due diligence work alongside the Council to satisfy both parties of the following:

- The Contractor understands the Councils SIP Trunk requirements and ensures they are covered within this Contract
- The Contractor understands the responsibilities of the Contractor and the Council
- The Contractor understands and ensures porting of DDI ranges and SIP endpoints are ported over for continued and uninterrupted use by the Council

1.3.14 Handover

LOT 1 and 2

There will be a three-week period for due diligence and handover to the new Contractor. During this time the following is expected to occur:

- Meetings between the Council and Contractor will take place to introduce key staff members from both parties
- The Contractor will be shown key locations and services
- The Contractor will be given access to the Council voice network for any required acceptance testing
- The Contractor is responsible for requesting any further information needed to be able to support the Council's voice network from 01st April 2022

LOT 3

There will be a three-week period for due diligence and handover to the new Contractor. During this time the following is expected to occur:

- Meetings between the Council and Contractor will take place to introduce key staff members from both parties

- The Contractor will be shown key locations and services
- The Contractor **must** ensure all DDI ranges and SIP end points are ported over for continued and uninterrupted use by the Council
- The Contractor is responsible for requesting any further information needed to be able to support the Council's voice network from 01st April 2022

1.3.15 Partnership Level

LOT 1 and 2

The Council requires that companies tendering for this maintenance Contract must be a Platinum Partner with Mitel and must have a direct support relationship with Mitel and not via 3rd party. This partner level must be maintained and evidenced during the life of the Contract.

LOT 3

The Council requires that companies tendering for this maintenance Contract **must** be service provider accredited e.g Gamma Accredited Platinum Partners or equivalent. This partner level must be maintained and evidenced during the life of the Contract.

1.3.16 Sites and Locations

LOT 1 and 2

The Council provides voice services to sites across the whole of the Bath and North East Somerset area.

LOT 3

The Council has two locations where SIP Trunks are terminated as listed below;

The Guildhall, High Street, Bath, BA1 5AW.
Civic Centre, Market Walk, Keynsham, Bristol, BS31 1FS.

The SIP trunks are evenly split between the two locations.

1.3.17 Change Process

All LOTS

Configuration changes, individual and/or system restarts must be requested through the ticket logging process between B&NES and the maintainer. B&NES will then create a RFC detailing date and time for the work to be completed and will confirm via the same ticket process so that the maintainer can proceed on the agreed schedule. Under no circumstances should the maintainer make changes and/or restart elements of the system without approval.

Contract Changes must be agreed through the Change Control Procedure as per Annex 1.12 in Appendix 3.

1.3.18 Optional Requirements

LOT 1 and 2

The Council has the following optional requirements to consider in addition to the maintenance, support and software assurance of its voice network. These are optional elements of the Contract and the Council is under no obligation to take these up on final award.

- To supply new hardware, software and licences in relation to the expansion of the Mitel voice network. This would be for the duration of the Contract. The Council reserves the right to via another provider for this service during the term of the contract if it deems such a quote uncompetitive.
- To supply engineering resource, over and above the support requirements and built-in consultancy days to complete configuration work on the Council's voice network. (Bidders are asked to provide day rates for types of resource in the pricing table in **Appendix 5**.)

LOT 3

N/A

1.3.19 **Scope of Contract**

LOT 1 and 2

The scope of the Contract will be for the maintenance, software assurance and support of the equipment and licences as defined in **Appendix 4**.

Please note the following products and services are outside of the scope of the Contract, however all services provided must be compatible with:

- SIP Trunk connectivity
- Skype for Business
- RightFax Server
- Handset support, other than the standard warranty period
- VM Hardware / Datacentre

LOT 3

N/A

1.4 **Term of Contract/Goods or Service Requirement Date**

LOT 1

This agreement will commence on 1/4/2022 and expire on 31/03/2025. With optional extension of 2 x 12 months.

LOT 2

This agreement will commence on 1/4/2022 and expire on 31/3/2023. With optional extension of 4 x 12 months.

LOT 3

The Contract is scheduled to commence from 01st April 2022. It is anticipated that there will be a handover period of 3 weeks prior to this date. During this time, the existing Contract will be exited and full handover completed. The preferred supplier will also be expected to perform due diligence prior to the handover.

Please see Section 2.20 for a full list of timescales.

1.5 **Estimated Value of Contract**

LOT 1

Currently the annual cost for maintenance and software assurance is £31,400 and tenders should not exceed the current cost. The Council is looking to identify savings through this contract and understand that a saving is available by taking multiple years of SWA.

This does not include Consultancy Days.

LOT 2

Currently the annual cost for maintenance and software assurance is £14,000 and tenders should not exceed the current cost. The Council is looking to identify savings through this contract.

This does not include Consultancy Days.

LOT 3

Currently the total annual cost is £34,471. (rental is £23,245, calls £10,900 and phone book entry £326) Tenders should not exceed the current cost. The Council is looking to identify savings through this contract.

The Council reserves the right to review the cost at any time during the term of the Contract in the event of:

- a) Long term change to the Service Level Agreement
- b) Long term change to the voice network infrastructure

1.6 **Finance**

The Council require firm pricing for the term of the contract excluding inflation and the ability to change packages via a change control without penalty during the term of the contract

LOT 1 and 2

Invoicing will be quarterly in arrears for maintenance charges. Software Assurance will be paid in advance.

LOT 3

Invoicing will be monthly.

All pricing and costs are to be completed in Appendix 6, Pricing Schedule, for comparison and evaluation. All costs are expected to remain the same throughout the life of the Contract.

Upon award of the Contract the successful Contractor will need to provide a full rate card to the Council for all call categories. This is so that internal call logging and billing can be updated.

SECTION 2 – INSTRUCTIONS TO BIDDERS

2.1 E-Tender System

The Council uses the Supplyingthesouthwest e-Tendering system to issue Invitations to Tender and to receive responses from Bidders.

Suppliers must ensure that they have the most up to date Invitation to Tender document by registering on the e-Tendering system at www.supplyingthesouthwest.org.uk and expressing an interest. This will enable suppliers to view the latest documents and see any comments and discussions on those documents.

Assistance in relation to the e-Tender system is available to Bidders via the Supplier Help facility on the Login page. Supplier Guidance documents are also available to view and download. If you are still unable to resolve your issue in using the system you should send an e-mail to ProContractsuppliers@Proactis.com explaining the nature of your query.

2.2 Register Intent or opt out

The “Register Intent” button will be greyed out until the mandatory requirement to click on “View ITT” has been carried out.

Once the Tender Information has been viewed Bidders will be able to click on “Register Intent” which will inform the Council of your intention to respond to this opportunity.

If a Bidder does not wish or is unable to submit a Tender and not interested in proceeding, then they should click “Opt Out” to decline the opportunity.

2.3 Preparation of Tender

Bidders must obtain for themselves all information necessary for the preparation of their Tender response and all costs, expenses and liabilities incurred by the Tender in connection with the preparation and submission of the Tender shall be borne by the Bidder, whether their offer is successful or not.

Information supplied to the Bidder by Council staff or contained in Council publications is supplied only for general guidance in the preparation of the Tender. It shall remain the property of the Council and shall be used only for the purpose of this procurement exercise.

Bidders must satisfy themselves as to the accuracy of any such information and no responsibility is accepted by the Council for any loss or damage of whatever kind and howsoever caused arising from the use by Bidders of such information.

Responses to each Tender question should be written concisely and clearly answer the question posed in English.

Bidders will only be able to respond to questions that require an input from them and are located within the Invitation to Tender document attached within the e-Tender system.

2.4 Price Schedule/s

The Council requires Bidders to complete and upload Price Schedule(s) where requested to do so within the e-Tender system.

All prices shall be in Pounds Sterling and exclusive of VAT.

2.5 Other Documents or Supporting Evidence

As instructed to do so within the e-Tender system, the Bidder must complete and upload other documentation that may be provided with this Tender process, or upload evidence to support their Tender submission.

Tenders must not be qualified, conditional, or accompanied by statements that could be construed as rendering them equivocal and/or placed on a different footing to those of other Bidders. Only Tenders submitted without qualification, in accordance with this invitation to Tender will be accepted for consideration. The Council's decision on whether a Tender is acceptable or not will be final and the Bidder concerned will not be consulted. If a Bidder is excluded from consideration, the Bidder will be notified.

2.6 Returning Your Completed Tender

Bidders are required to submit their Tender within the e-Tender system by the time and date in the Procurement Timetable at the end of Section 2.

It is the Bidder's responsibility to ensure that the Tender is submitted and that all the requested documentation has fully uploaded by the closing date and time. Bidders should therefore allow enough time to complete questions and upload their response. Please do not leave it to the last minute.

Failure to complete and upload the requested documentation within the e-Tendering system will result in the Council rejecting the Tender as a Fail / Non-compliant Tender.

Documentation: If you are uploading multiple documents, it is recommended that you zip them using WinZip or WinRAR. Do not include any macro enabled spreadsheets or embedded documents. Acceptable file formats are: *txt, rtf, mpp, vsd, dwg, rar, msg, ics, html, gif, jpg, png, jpeg, tiff, tif, zip, pdf, doc, xls, ppt, docx, xlsx, pptx, mp3, mov, m4a, swf, wmv, mpg, mpeg, avi, wav, odt, odp, ods, numbers and pages.*

Late Tender Submissions: Tenders received after the closing date will not be considered. The Council is under no obligation to consider partial submissions.

Emailed or hard copy Tenders will not be accepted.

If the Council issues an amendment to the original Tender, and if it regards that amendment as significant, an extension of the closing date may, at the discretion of the Council, be notified to all Bidders.

The Bidder's Tender response will be checked for completeness and compliance before responses are evaluated. The Council expressly reserves the right to require a Bidder to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in the Tender. However, the Council is not obliged to make such requests.

Bidders shall accept and acknowledge that by issuing this Invitation to Tender, the Council shall not be bound to accept any Tender. The Council reserves the right not to conclude a Contract or Framework Agreement for some or all of the goods, services and/or works for which Tenders are invited.

2.7 Tender Validity

The Tender should remain open for acceptance for a period of 120 days. A Tender valid for a shorter period may be rejected.

2.8 Communication

All contact and communication during this procurement should be submitted in writing through the e-Tendering system.

Bidders should seek to clarify any points of doubt or difficulty using the messaging facility in the Supplyingthesouthwest e-Tender system. They must submit clarifications at least 10 days prior to the closing date of the Tender for the Council to respond. It is not acceptable for Bidders to seek clarifications via telephone or e-mail outside of the e-Tender system. Please check the messaging system before submitting the clarification to make sure it hasn't already been asked/answered.

Where the Council considers any question or request for clarification to be of material significance it may communicate both the query and the response, in a suitably anonymous form, to all interested parties that have expressed an interest in the Tender. Bidders should therefore not include within their question the organisation's name and any potential commercially sensitive information.

2.9 Confidentiality

The Bidder must keep confidential and will not disclose to any third parties any information contained within their bid. They shall not release details other

than on an 'In Confidence' basis to those whom they need to consult for the purpose of preparing the response, such as professional advisors or joint Bidders.

The Tender shall not be canvassed for acceptance or discussed with the media, any other Organisation, member/officer of Bath & North East Somerset Council, or their representatives. Any supplier trying to exert any undue influence during the Tender process will be excluded from the process.

2.10 Grounds for Rejection

The Council reserves the right to reject or disqualify a Tender and/or its Consortium Members where:

- A Tender is submitted late, is completed incorrectly, is materially incomplete or fails to meet the Council's submission requirements which have been notified to Bidders;
- the Bidder and/or its Consortium Members are unable to satisfy the terms of Regulation 57 of the Public Contracts Regulations and/or fails to certify that it has fulfilled these requirements;
- the Bidder and/or its Consortium Members are guilty of material misrepresentation in relation to its application and/or the process;
- the Bidder and/or its Consortium Members contravene any of the terms and conditions of this document or the ITT; or
- there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder and/or its Consortium Members;
- dis-qualification of a Bidder will not prejudice any other civil remedy available to the Council and will not prejudice any criminal liability that such conduct by a Bidder may attract.

2.11 Disclaimer

Whilst the information in this ITT and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.

Neither the Council, nor any relevant other Contracting Bodies, nor their advisors, respective directors, officers, members, partners, employees, other staff or agents:

- make any representation or warranty, express or implied, as to the accuracy, reasonableness or completeness of the ITT; or
- accepts any responsibility for the information contained in the ITT or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

Any Framework Agreement or Contract concluded as a result of this ITT shall be governed by English law.

2.12 Freedom of Information Act

The Council must adhere to the 'Freedom of Information Act 2000'. The Act allows access to information held by the Council, including Tender documents and Contracts awarded to its suppliers and contractors.

There are some limited exemptions, including information, the disclosure of which would be an actual breach of confidence or likely to prejudice the commercial interests of any person, or information that constitutes a trade secret.

Bidders are requested to state which part, if any, of the information supplied with their Tenders is confidential or commercially sensitive or should not be disclosed in response to a request for information. Where Bidders state that any information is confidential or commercially sensitive, they must also state why they consider the information to be confidential or commercially sensitive.

Bidders' statements will be considered in the context of the exemptions provided for under the Act and the Council is unable to give any guarantee that the information in question will not be disclosed.

2.13 Transparency

Bidders should be aware that if they are awarded a Contract, details about the resulting Contract will be published on the Council's website in accordance with the Local Government Transparency Code 2015. For further details of what the Council must publish, please visit the Local Government Association website at www.local.gov.uk

In some circumstances limited redactions will be made to some contract details prior to publication in order to comply with the Data Protection Act and for the protection of national security.

In submitting a Tender, the Bidder accepts the Council's right to publish details of expenditure as well as information contained within the Tender.

2.14 Equality

The Council is committed to equality of opportunity for everyone and believes that the diversity of the local community is a major strength that contributes to the social and economic prosperity of the area. This extends to its commercial relationships with its suppliers.

All suppliers will be treated fairly and equitably before, during and after the Tender procedure. Should you have any concerns about the way in which an officer of the Council has treated you, then you should, in the first instance, contact the Head of Strategic Procurement & Commissioning.

2.15 Ethical Procurement

The Council will consider the impact of economic and social factors along with price and quality and must ensure that the practices its Suppliers and Contractors undertake are above reproach.

Any indications of unacceptable practices in the supply chain such as fraud, corruption, modern-day slavery, human trafficking and child labour will be challenged.

Where a Contract exists between the Council and a Supplier or Contractor and it is found that any of the practices above exist, then the Council will be entitled to terminate such a Contract in accordance with its terms and conditions.

2.16 Climate and Nature Emergency

Climate change impacts the current and future wellbeing of our local residents and so the Council has decided to take urgent action. In 2019, the Council declared a climate emergency across Bath & North East Somerset and is committed to playing its part by adopting a policy of net zero carbon by 2030.

The key areas that will be tackled by the Council under its Climate Emergency Strategy are:

- Support transition to a green local economy;
- Enable a major shift to walking, micro mobility (cycling), car-sharing, buses, and rail;
- Carbon neutral development and energy efficiency retrofitting;
- Increase natural environment carbon stores and biodiversity;
- Carbon neutral, social and affordable housing;
- Energy efficient homes;
- Improvement to the transport infrastructure.

2.17 Social Value

As a public body, Bath & North East Somerset Council(B&NES) has a legal obligation under the Public Services (Social Value) Act 2012 to consider the social value that can be achieved from the procurement of services.

What is meant by 'Social value'?

The Social Value Act requires public bodies to consider how the services they commission and procure might improve the economic, social and environmental well-being of the area. This means B&NES considering the benefit to the community from a commissioning/procurement process over and above the direct purchasing of goods, services and outcomes.

We are looking for suppliers, as the experts in delivering the provision, to tell us what additional value they are able to offer through delivery of the service that would benefit Bath & North East Somerset. This may be something you already offer in existing contracts or may be an entirely new innovation in relation to this provision.

What isn't 'Social value'?

Social value is classed as additional value, above and beyond the specification, provided as an outcome of delivering the contract, therefore if you had a fleet of electric vehicles but wouldn't be using them for this contract, this would not be relevant in your response. Equally, if you employ 5 apprentices, regardless of this contract, that would not be considered as social value either, as you are doing this anyway. If, however, you were to employ or retain apprentices as a direct result of winning this contract, this would be classed as social value.

Another area often confused with Social Value is Corporate Social Responsibility (CSR). Whilst we commend those delivering a high level of CSR, this is not considered as Social Value as it is something you are doing as an organisation regardless of the outcome of this tender and does not necessarily provide any benefit to Bath & North East Somerset as an area.

Social value should directly impact the area of Bath & North East Somerset; therefore, considerations should be made around who would benefit from the social value you are offering, would it be the residents of Bath & North East Somerset? If you were based in London and proposing to hire staff locally to the head office, you can see that, whilst that would provide jobs which is good, it would not provide those jobs to Bath & North East Somerset residents, therefore wouldn't be relevant.

2.18 Step-In Rights

The Council reserves the right to incorporate step-in rights into this contract in the incidence of a failure of the main contractor or a sub-contractor to carry out their obligations under the Contract.

2.19 Payment to Sub-Contractors

Bidders should be aware that if they enter into a sub-contract with another organisation for the purpose of performing their obligations under the Contract, they shall ensure that a provision is included in the sub-contract which requires payment to be made of all sums due by the supplier to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.

2.20 Procurement Timetable

The indicative timetable for this procurement is set out below. This is intended as a guide and, whilst the Council does not intend to depart from the timetable, it reserves the right to do so at any time.

Date or Target Date	Activity
21/01/2022	ITT issued to potential suppliers
07/02/2022	Closing date for clarification questions to be submitted via ProContract
08/02/2022	Final date for Council to have responded to clarification questions
21/02/2022 09:30am	Closing date and time for receipt by the Council of Bidders responses to the ITT
21/02/2022	Evaluation of the ITT responses by Tender panel & supplier financial accounts by Internal Audit
23/2/2022	Award decision made and standstill letter issued
07/03/2022	Expiry of standstill period
08/03/2022	Contract award concluded
09/03/2022	Commencement of due diligence and hand over period
01/04/2022	Commencement Date of Contract Lot 1 and 2
01/04/2022	Commencement Date of Contract Lot 3

2.21 Required documents

The table below indicates which documents are included in this Invitation to Tender. Bidders should ensure that they complete and upload ALL the required documents within the Supplyingthesouthwest e-Tendering system. Failure to complete and return documents may result in a reduction in the overall score for the Tender.

DOCUMENT TITLE	COMPLETE AND UPLOAD
Section 1 – The Requirement including specification	x
Section 2 – Instructions to Bidders	x
Section 3 – Questionnaire	✓
Section 4 – Pricing Schedule	✓
Section 5 – Evaluation and Award	x
Appendix 1 – Non-Collusion Certificate	✓
Appendix 2 - Terms & Conditions of Contract	x
Appendix 3 - Terms & Conditions of Contract Annex 1	x
Appendix 4 - Equipment	x
Appendix 5 – Pricing Table Lot 1 and 2	✓
Appendix 6 – Pricing Table Lot 3	✓
Appendix 7 - Scoring Methodology	x

Please Note: The completion and electronic return of all the documents ticked above is mandatory

2.22 Terms & Conditions

The Council's Terms and Conditions of Contract are attached.

These are the terms that will apply to this contract. When you submit your tender response, you are agreeing to be bound by these terms.

SECTION 3 - Questionnaire

Section 3 is divided into **two questionnaires, the Standard Selection Questionnaire and the Tender Questionnaire**. All questions are mandatory unless stated otherwise.

Failure to respond to any relevant question¹ in the **Standard Selection Questionnaire** will mean the evaluators will mark the whole Tender as having failed and exclude the Tender from further evaluation.

Questions in the **Tender Questionnaire** will be scored in accordance with the published award criteria and weightings in Section 5 of this document.

Standard Selection Questionnaire

Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion². If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusion grounds. Consequently, we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example, these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

Supplier Selection Questions: Part 3

The procurement document will provide instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all the selection questions on behalf of the consortium and/or any sub-contractors.

¹ For example, if a question asks how you would manage sub-contractors and you do not have sub-contractors then this question would not be relevant

² For the list of exclusion please see https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay, we reserve the right to amend the contract award decision and award to the next compliant bidder.

Consequences of misrepresentation

If you seriously misrepresent any of the facts when filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

Notes for completion

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. All sub-contractors are required to complete Part 1 and Part 2³.
7. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the

³ See PCR regulations 71 (8)-(9)

questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

Part 1: Potential supplier Information

Please complete the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 1	Potential supplier information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	
1.1(k)	Trading name(s) that will be used if successful in this procurement	

1.1(l)	<p>Relevant classifications (state whether you fall within one of these, and if so which one)</p> <p>a) Voluntary Community Social Enterprise (VCSE)</p> <p>b) Sheltered Workshop</p> <p>c) Public service mutual</p>	
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) ⁴ ?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(n)	<p>Details of Persons of Significant Control (PSC), where appropriate: ⁵</p> <ul style="list-style-type: none"> - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; <ul style="list-style-type: none"> - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. ⁶ <p>(Please enter N/A if not applicable)</p>	
1.1(o)	<p>Details of immediate parent company:</p> <ul style="list-style-type: none"> - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) <p>(Please enter N/A if not applicable)</p>	
1.1(p)	<p>Details of ultimate parent company:</p> <ul style="list-style-type: none"> - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) 	

⁴ See definition of SME https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en

⁵ UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance.](#)

⁶ Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award.

	- Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	
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Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

Please complete the following information about your approach to this procurement:

Section 1	Bidding model																						
Question number	Question	Response																					
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3. If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.																					
1.2(a) - (ii)	Name of group of economic operators (if applicable)																						
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.																						
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes <input type="checkbox"/> No <input type="checkbox"/>																					
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well. <table border="1" style="width: 100%; margin-top: 10px;"> <tr> <td>Name</td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td>Registered address</td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td>Trading status</td><td></td><td></td><td></td><td></td><td></td></tr> </table>					Name						Registered address						Trading status					
Name																							
Registered address																							
Trading status																							

	Company registration number					
	Head Office DUNS number (if applicable)					
	Registered VAT number					
	Type of organisation					
	SME (Yes/No)					
	The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables					
	The approximate % of contractual obligations assigned to each sub-contractor					

Contact details and declaration

I declare that to the best of my knowledge, the answers and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the Council may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question number	Question	Response

1.3(i)	Contact name	
1.3(ii)	Name of organisation	
1.3(iii)	Role in organisation	
1.3(iv)	Phone number	
1.3(v)	E-mail address	
1.3(vi)	Postal address	
1.3(vii)	Signature (electronic is acceptable)	
1.3(viii)	Date	

Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 Self-Declaration.

Section 2	Grounds for mandatory exclusion	
	Question	Response
2.1(i)	<p>Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of an organisation are set out on this webpage, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.</p>	
	Participation in a criminal organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Corruption.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Fraud.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.1(ii)	<p>If you have answered yes to question 2.1(i), please provide further details.</p> <p>a. Date of conviction: Specify which of the grounds listed the conviction was for and the reasons for conviction.</p> <p>b. Identity of who has been convicted:</p>	

	If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.	
2.2	If you have answered Yes to any of the points above, have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning)	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(i)	Regulation 57(3) Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(ii)	If you have answered yes to question 2.3(i), please provide further details. Please also confirm you have paid or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	

Please Note: The Council reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

Section 3	Grounds for Discretionary Exclusion	
	Question	Response
3.1	<p>Regulation 57 (8)</p> <p>The detailed grounds for discretionary exclusion of an organisation are set out on this webpage, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p>	
3.1(i)	Breach of environmental obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.1 (ii)	Breach of social obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.1 (iii)	Breach of labour law obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.1(iv)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended, or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.1(v)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.1(vi)	Entered into agreements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.1(vii)	Aware of any conflict of interest within the meaning of regulation 24 due to the	Yes <input type="checkbox"/> No <input type="checkbox"/>

	participation in the procurement procedure?	
3.1(viii)	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.1(ix)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.1(x)	Please answer the following statements:	
3.1(x)(a)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.1(x)(b)	The organisation has withheld such information.	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.1(x)(c)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations.	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.1(x)(d)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning)	Response:

Part 3: Selection Questions⁷

Section 4	Economic and Financial Standing	
	Question	Response
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide one of the following: answer with Y/N in the relevant box.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 5	Parent Company Details	
	If you have previously indicated that you are part of a wider group, please provide further details below	
Name of organisation		
Relationship to the Supplier		

⁷ [See Action Note 8/16 Updated Standard Selection Questionnaire](#)

completing these questions		
5.1	Are you able to provide parent company accounts if requested to at a later stage?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 6	Technical and Professional Ability		
6.1	<p>Relevant experience and contract examples</p> <p>Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.</p> <p>If you cannot provide examples, go to question 6.3.</p>		
	Contract 1	Contract 2	Contract 3
Name of customer organisation			
Point of contact in the organisation			
Position in the organisation			
E-mail address			

Description of contract			
Contract Start date			
Contract completion date			
Estimated contract value			
6.2	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)</p> <p>Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)</p>		
6.3	<p>If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up, or you have provided services in the past but not under a contract.</p>		

Section 7	Modern Slavery Act 2015	
7.1	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Yes <input type="checkbox"/> N/A <input type="checkbox"/>
7.2	If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	Yes <input type="checkbox"/> Please provide the relevant url ...

		No <input type="checkbox"/> Please provide an explanation
7.3	<p>Do you ensure that all employees and any workers including any sub-contractors, agency workers or any other workers working on site are checked for the following:-</p> <ul style="list-style-type: none"> • Have a legal right to work in the UK • Are not bonded workers i.e., in debt to agencies charges fees for employment or retaining passports etc. • Have legitimate CSCS cards • Have legitimate qualifications from legitimate training institutions <p>We reserve the right to carry out spot checks to verify the procedures described in your response</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>

Bidders should self-certify that they meet the requirements of the following questions and will be required to provide evidence of this if awarded a contract.

8.1 Insurance			
<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below. Indicate YES or NO.</p> <p>Note: It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5million as a minimum. This requirement is not applicable to Sole Traders.</p>			
		Required Cover	
i)	Employer's (Compulsory) Liability Insurance	£5 million	<input type="checkbox"/> Yes <input type="checkbox"/> No
ii)	Public Liability Insurance	£5 million	<input type="checkbox"/> Yes <input type="checkbox"/> No
iii)	Professional Indemnity Insurance	£2 million	<input type="checkbox"/> Yes <input type="checkbox"/> No

9.1 Pass/Fail Contract Requirements

LOT 1 and 2

9.1.1	<p>Tenderers must confirm that they will provide software assurance, software and hardware maintenance on all items listed in Appendix 4 under this Contract for the period detailed in section 1.3.3.</p> <p>Please confirm that you are able to pass this requirement.</p>	<input type="checkbox"/> Pass <input type="checkbox"/> Fail
9.1.2	<p>The Council's SLA requirements, included within this Contract, are for the reporting of incidents during standard UK office hours Monday – Friday 09:00- 17:00 excluding UK public holidays.</p> <p>Please confirm that you are able to pass this requirement.</p>	<input type="checkbox"/> Pass <input type="checkbox"/> Fail
9.1.3	<p>The Council's SLA requirements, included within this Contract, are for the response to and resolution of incidents during standard UK office hours Monday – Friday 09:00- 17:00 excluding UK public holidays; in accordance with the timescales defined in section 1.3.5</p> <p>Please confirm that you are able to pass this requirement.</p>	<input type="checkbox"/> Pass <input type="checkbox"/> Fail
9.1.4	<p>The Contractor awarded this Contract must be accredited to Mitel Platinum Partner status or equivalent throughout the life of this contract.</p> <p>Please confirm that you are able to pass this requirement.</p>	<input type="checkbox"/> Pass <input type="checkbox"/> Fail
9.1.5	<p>The Contractor awarded this Contract must be able to provide Design & Consultancy, Project Managers, 3rd Line technical support & 1st/2nd line technical support at a competitive rate if required.</p> <p>Please confirm that you are able to pass this requirement</p>	<input type="checkbox"/> Pass <input type="checkbox"/> Fail
9.1.6	<p>Please confirm the Council will have the ability to define the priority level of the calls it raises with you.</p> <p>Please confirm that you are able to pass this requirement</p>	<input type="checkbox"/> Pass <input type="checkbox"/> Fail

LOT 3

9.1.7	<p>The Contractor awarded this Contract must be service provider accredited e.g Gamma Accredited Platinum Partners or equivalent. This partner level must be maintained and evidenced during the life of the Contract</p> <p>Please confirm that you are able to pass this requirement and advise your status</p>	<input type="checkbox"/> Pass <input type="checkbox"/> Fail
9.1.8	<p>The Contractor awarded this Contract must have a direct relationship with the fibre supplier eg openreach or equivalent.</p> <p>Please confirm that you are able to pass this requirement and advise your status</p>	<input type="checkbox"/> Pass <input type="checkbox"/> Fail
9.1.9	<p>The Council's SLA requirements, included within this Contract, are for the response to and resolution of incidents during standard UK office hours Monday – Friday 09:00-17:00 excluding UK public holidays; in accordance with the timescales defined in section 1.3.5</p> <p>Please confirm that you are able to pass this requirement.</p>	<input type="checkbox"/> Pass <input type="checkbox"/> Fail
9.1.10	<p>The Contractor awarded this Contract must be able to ensure that the Council retains its existing DDI ranges.</p> <p>Please confirm that you are able to pass this requirement.</p>	<input type="checkbox"/> Pass <input type="checkbox"/> Fail
9.1.11	<p>The Contractor awarded this Contract must be able to complete all porting of DDI ranges and SIP endpoints in the due diligence & handover period and by the start date of the contract</p> <p>Please confirm that you are able to pass this requirement.</p>	<input type="checkbox"/> Pass <input type="checkbox"/> Fail

TENDER QUESTIONNAIRE

Suppliers are required to answer the following questions comprehensively and provide evidence, where requested to support their answer.

Where a word count is stipulated for a narrative response, it must be adhered to. Any wording over the limit or the use of embedded documents or of appendices to questions will not be evaluated unless specified within the question and the evaluation criteria.

Where a word count limit is stipulated for a narrative response, the word count limits must be adhered to. This is designed to allow bidders to provide relevant detail in a concise manner. Answers should not exceed the word limit stated per question. Any wording over the limit or the use of embedded documents or of appendices to questions will not be evaluated. For this purpose, "word" shall be given its normal meaning i.e. as a single unit of language. Please note each word should be separated by spaces and a string of words conjoined by slashes or any other punctuation mark or similar character will not be counted as a single word, (notwithstanding any automated word count facility) but will be counted as separate words. Words that have hyphens but are in general usage are acceptable. The evaluation panel will determine if it thinks that the word count has been deliberately manipulated in order to give an organisation an unfair advantage, and where it is the panel's view that it has, words that are joined by hyphens, slashes etc. will be counted separately.

The questions in this Tender Questionnaire will be scored in accordance with 5.2 Award Criteria and Weightings.

LOT 1 and 2 Quality Questions – 50%

[10.1]	Quality Question	Weighting 20%
Contract Management		
Question:		
<p>What is the service desk process that will be provided to deliver the contract and how will you ensure through performance monitoring/contract management that the contract is achieving the Council's expected level of service?</p>		
<p><u>Guidance</u></p> <p><i>Detail the service desk process for call logging, default severity ratings, resolution times and target SLA's. Include detailed target and actual SLA's achieved as an average across your customers.</i></p> <p><i>Include your standard KPI's and submit a template SLA. It will be expected that these will be amended to align with our business requirements and determined by the Council on award of Contract.</i></p> <p><i>Please confirm if response times are a simple helpdesk automated response or is an actual engineer being assigned the ticket.</i></p> <p><i>Please detail your escalation process and timelines in the event of poor service or account management.</i></p> <p><i>Please detail your Risk Management policy and processes and how are these communicated to customers where relevant?</i></p> <p><i>Please outline your company Business Continuity Policy and Plan?</i></p>		
Maximum 1500 words excluding diagrams		

[10.2]	Quality Question	Weighting 15%
Contract Management		
Question:		
Over the life of the contract there will be times when system upgrades are planned or other enhancement work is carried out. How will this be managed?		
<u>Guidance</u> <i>Please describe in detail your process for managing upgrades and changes. Include details on change process, notice periods, communication and workflow. Please detail previous experience of delivering new features and major upgrades particularly your project management methodology including staff certifications – PRINCE2, AGILE etc</i>		
Maximum 1500 words excluding diagrams		

[10.3]	Quality Question	Weighting 10%
Contract Management		
Question:		
The Council requires that software and equipment may be added or removed from the Contract with a pro-rata additional payment. What is the process for this and how will it be managed?		
<u>Guidance</u> <i>Please confirm that you will accommodate this and how. Specify the process for pro rata invoicing if software or equipment is added/removed during the life of the contract. Detail who will be responsible for this and how much notice needs to be given. Provide the process for adding and removing equipment and your change control process.</i>		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
Maximum 750 words		

[10.4]	Quality Question	Weighting 15%
Contract Management		
Question:		
<p>The Council requires quarterly maintenance updates and annual service reviews. During quarterly reviews a service report should be provided and at least one review per year will include an innovation discussion.</p> <p>The council requires as a minimum the mandatory reports listed in section 1.3.11 Service Reporting.</p> <p>How will you deliver this requirement?</p>		
<p><u>Guidance</u></p> <p><i>Confirmation required that standard reports as listed in section 1.3.11 will be provided as a minimum. Who will be responsible for monitoring the KPIS monthly and ensuring the agreed SLA's as listed in section 1.3.11 are being achieved. How will you do this? Details on process for alerting council of any new issues/repeat issues during the quarter, escalation and resolution plan. Details of additional reports that can be provided and the benefits to the Council these will bring. Details of a typical standard quarterly review meeting provided by the supplier. * To score a 3 the supplier must be able to meet the mandatory reports as details in section 1.3.11*</i></p>		
<div data-bbox="738 1357 1393 1395">Maximum 1500 words excluding diagrams.</div>		

[10.5]	Quality Question	Weighting 5%
Contract Support		
Question:		
<p>The Council requires a minimum of 1 day per quarter for consultancy and/or engineering resource per annum to be included in this contract. Any unused days should be rolled into the following quarter/year.</p> <p>Please confirm that you can accommodate this and how. Please describe the different levels of resource you are able to provide and how you would best engage with the council</p>		
<p><u>Guidance</u></p> <p><i>Who are the team who will manage the resourcing for consultancy days. How are staff</i></p>		

assigned to the work based on skill level/job requirement. How will progress be monitored and completion be reported to the Council. Details on lessons learned etc.

☐ Yes

☐ No

Maximum 500 words

[10.6] Quality Question

Weighting 5%

Contract Support

Question:

The Council requires that all hardware and software will be maintained to Mitel supported standards and revisions. All costs to maintain this, including out of hours working for upgrades and associated expenses, should be included in this Contract.

The Council must be informed of new Software versions when released. If the Council wishes to upgrade in line with the release, upgrades should be completed as standard within a three-month period. The Council expects one major and one minor upgrade per year.

Guidance

Details of process that will be put in place to inform the Council of road map/ any changes to the road map. Who are the team responsible for notifying the Council and ensuring that the Council have adequate advanced notification of any upgrades. How will you advise the Council on the critical level of the updates, e.g essential, recommended, low risk.

Maximum 500 words

[10.7]	Quality Question	Weighting 15%
Understanding Buyers Needs		
Question:		
<p>The Council is looking for the right partner to be able to support it during this period of transition and throughout the Contract. Please describe how you are best fit to be the Councils' preferred voice partner. What additional skills and services are you able to provide?</p>		
<p><u>Guidance</u> <i>Describe any case studies you have helping other customers transition or modernise their Mitel\Communications platform e.g cloud. What other types of skills and support are you able to provide, including support with projects, different types skills and resource, helping define roadmaps etc.</i></p>		
<div></div> <div>Maximum 1500 words excluding diagrams</div>		

[10.8]	Quality Question	Weighting 5%
Social Value - Increase supply chain resilience and capacity		
Question:		
<p>Describe what activities your organisation would be able to deliver to achieve one or more of the following;</p> <ul style="list-style-type: none"> - Create a diverse supply chain to deliver the contract including new businesses and entrepreneurs, start-ups, SMEs, VCSEs and mutuals. - Support innovation and disruptive technologies throughout the supply chain to deliver lower cost and/or higher quality goods and services. - Support the development of scalable and future-proofed new methods to modernise delivery and increase productivity. - Demonstrate collaboration throughout the supply chain, and a fair and responsible approach to working with supply chain partners in delivery of the contract. - Demonstrate action to identify and manage cyber security risks in the delivery of the contract including in the supply chain. 		

Guidance

Detail processes that can be implemented as part of the Contract and where applicable examples of successful results.

Maximum 1000 words

[10.9]

Quality Question

Weighting 5%

Climate Change

Question:

If successful, what will you do to actively reduce your carbon footprint and how can you assist B&NES in achieving its zero-carbon policy through this contract?

Guidance

Provide detail as to how you will reduce your carbon footprint e.g supply chain, company policies. Provide detail as to how you will ensure that this Contract assists B&NES in achieving its zero-carbon policy.

Maximum 500 words

11.1 Non Scoring Question – Information Only	
Question:	
<p>Do you have any experience of integration between Mitel and MS Teams?</p> <p><u>Guidance</u> <i>Please provide details of any accreditation and your experience providing integration solutions between Mitel and MS Teams</i></p>	
<div style="text-align: right; padding-top: 10px;">Maximum 500 words</div>	

11.2 Non Scoring Question – Information Only	
Question:	
<p>During the life of the Contract the Council may need to purchase additional software, hardware and licences to support its voice network and the preferred option would be a cost plus model. The Council is under no obligation to purchase these from the Contractor.</p> <p><u>Guidance</u> <i>To allow the Council to decide whether to take this up as part of the Contract please provide the percentage you will apply for a cost-plus model, that will be applied to any goods, services and licences purchased. Or alternative proposal that will ensure the best price for the Council.</i></p>	
<div style="text-align: right; padding-top: 10px;">Maximum 500 words</div>	

11.3 Non Scoring Question – Information Only	
Question:	
<p>If the Council requires any additional out of hours support or resource outside of the 9 – 5 contract as listed in Appendix 5 Section 5 what period of notice is required?</p>	
<p><u>Guidance</u></p>	
<p><i>Please provide details of required notice period for additional out of hours and resource days.</i></p>	
<div style="text-align: right;">Maximum 500 words</div>	

11.4 Non Scoring Question – Information Only	
Question:	
<p>What industry standards and best practices are you aligned to or certified for i.e. ISO, ITIL for Service Desk, CERT etc?</p>	
<p><u>Guidance</u></p>	
<p><i>Please provide details of certification and standards. What is your organisations CERT compliance level and what measures are in place to protect your organisation from a data/security breach?</i></p>	
<div style="text-align: right;">Maximum 750 words</div>	

11.5	Non Scoring Question – Information Only	
Question:		
Does your bid include any third-party contracts?		
<u>Guidance</u> <i>Please detail any third-party contracts that form part of your submission</i>		
Maximum 500 words		

11.6	Non Scoring Question – Information Only	
Question:		
How many employees do you have and what has been staff turnover in the last 2 years?		
<u>Guidance</u> <i>Please detail your first/second/third line support details including staff turnover in the past 2 years in the following categories – Account Managers, Design & Consultancy, Project Managers, 3rd Line technical support, 1st/2nd line technical support</i>		
Maximum 500 words		

LOT 3 Quality Questions – 20%

12.1	Quality Question	Weighting 30%
Accreditations		
Question:		
<p>The Council requires that companies tendering for this maintenance Contract must be service provider accredited e.g Gamma Accredited Platinum Partners or equivalent. This partner level must be maintained and evidenced during the life of the Contract. What accreditation do you hold and how will you achieve this?</p>		
<u>Guidance</u>		
<p><i>Provide details on your accreditation, what this means and the partner it is with. Provide evidence of accreditation.</i></p>		
<div>Maximum 750 words</div>		

12.2	Quality Question	Weighting 20%
Contract Management		
Question:		
<p>What is the service desk process that will be provided to deliver the contract and how will you ensure through performance monitoring/contract management that the contract is achieving the Council's expected level of service?</p>		
<u>Guidance</u>		
<p><i>Detail the service desk process for call logging, default severity ratings, resolution times and target SLA's. Include detailed target and actual SLA's achieved as an average across your customers.</i></p> <p><i>Include your standard KPI's and submit a template SLA. It will be expected that these will be amended to align with our business requirements and determined by the Council on award of Contract.</i></p>		

Please confirm if response times are a simple helpdesk automated response or is an actual engineer being assigned the ticket.

Please detail your escalation process and timelines in the event of poor service or account management.

Please detail your Risk Management policy and processes and how are these communicated to customers where relevant?

Please outline your company Business Continuity Policy and Plan?

Provide details of your DR Plan and associated suppliers. Please document exchange routing plans.

Maximum 1500 words excluding diagrams

12.3	Quality Question	Weighting 20%
Contract Management		
Question:		
<p>The Council's SLA requirements, included within this Contract, are for the response to and resolution of incidents during standard UK office hours Monday – Friday 09:00- 17:00 excluding UK public holidays; in accordance with the timescales defined in section 1.3.5.</p> <p>Performance will be reviewed at quarterly maintenance updates and annual service reviews. During quarterly reviews a service report should be provided and at least one review per year will include an innovation discussion.</p> <p>The council requires as a minimum the mandatory reports listed in section 1.3.11 Service Reporting.</p> <p>How will you deliver this requirement and ensure that the Councils SLAs are met?</p>		
Guidance		
<p><i>Confirmation required that standard reports as listed in section 1.3.11 will be provided as a minimum. Who will be responsible for monitoring the KPIS monthly and ensuring the agreed SLA's as listed in section 1.3.11 are being achieved. How will you do this? Details on process for alerting council of any new issues/repeat issues during the quarter, escalation and resolution plan. Details of additional reports that can be provided and the benefits to the Council these will bring. Details of a typical standard</i></p>		

*quarterly review meeting provided by the supplier. * To score a 3 the supplier must be able to meet the mandatory reports as details in section 1.3.11**

Provide details of your SLA with your fibre supplier that will be used to deliver this contract and how this will align with the SLA that is required by the Council. Detail how this will be maintained throughout the Contract.

Maximum 1500 words excluding diagrams.

12.4	Quality Question	Weighting 15%
Understanding Buyers Needs		
Question:		
The Council is looking for the right partner to be able to support it during this period of transition and throughout the Contract. Please describe how you are best fit to be the Councils' preferred SIP partner. What additional skills and services are you able to provide?		
<u>Guidance</u> <i>Describe any case studies you have helping other customers transition or modernise their SIP Connectivity, Cloud.</i>		
Maximum 1500 words excluding diagrams		

12.5	Quality Question	Weighting 5%
Social Value - Increase supply chain resilience and capacity		
Question:		
Describe what activities your organisation would be able to deliver to achieve one or more of the following; - Create a diverse supply chain to deliver the contract including new		

businesses and entrepreneurs, start-ups, SMEs, VCSEs and mutuals.

- Support innovation and disruptive technologies throughout the supply chain to deliver lower cost and/or higher quality goods and services.
- Support the development of scalable and future-proofed new methods to modernise delivery and increase productivity.
- Demonstrate collaboration throughout the supply chain, and a fair and responsible approach to working with supply chain partners in delivery of the contract.
- Demonstrate action to identify and manage cyber security risks in the delivery of the contract including in the supply chain.

Guidance

Detail processes that can be implemented as part of the Contract and where applicable examples of successful results.

Maximum 1000 words

12.6

Quality Question

Weighting 5%

Climate Change

Question:

If successful, what will you do to actively reduce your carbon footprint and how can you assist B&NES in achieving its zero-carbon policy through this contract?

Guidance

Provide detail as to how you will reduce your carbon footprint e.g supply chain, company policies. Provide detail as to how you will ensure that this Contract assists B&NES in achieving its zero-carbon policy.

Maximum 500 words

SECTION 4 – PRICING SCHEDULE

4.1 Pricing

Bidders must complete the pricing table in Appendix 5 - 6 and submit via ProContract with all the proposed charges/prices to provide the requirement(s) in accordance with the specification. This may include supplementary spreadsheets to provide transparency of the metrics used for calculating fixed, minimum and variable charges.

Please complete the pricing details in full as failure to include all requested information may result in a reduction in your score.

The Council reserves the right to request further clarification of the pricing information by sending the Bidder a clarification message through the e-tendering system.

All charges/prices must be in pounds sterling and should be exclusive of VAT.

All pricing information will form the basis of any resulting Framework Agreement or Contract.

SECTION 5 – EVALUATION AND AWARD

5.1 Evaluation of Tender

The award decision will be based on the evaluation criteria as outlined in 5.2. The winning Bidder is deemed to have submitted the Most Economically Advantageous Tender. Evaluations will be carried out by Council Officers who will follow the agreed process in accordance with the Council's procedures.

This Invitation to Tender is in two parts:

- i. The Selection Questionnaire
- ii. The Tender Questionnaire

The response to the Selection Questionnaire will be evaluated first. Bidders **MUST** pass all questions in this section.

Failure to pass any of the questions in the Selection Questionnaire will result in the Tender being disqualified and the Tender Questionnaire will not be evaluated.

5.2 Award Criteria & Weightings

Submitted Tenders will be evaluated by officers of the Council using the award criteria and weightings detailed in the table below.

AWARD CRITERIA & WEIGHTINGS	
All questions are mandatory unless stated otherwise. Bidders must submit a response to each one. Failure to complete any question may result in a Fail as Evaluators will not be able to fully evaluate the Tender	
<p align="center">Selection Questionnaire</p> <p>Pass / Fail: Part 2 Exclusion Grounds and Questions 4 to 9 of Part 3 Selection Questionnaire are Pass/Fail questions. Sections or questions scored as 'Fail' will result in the disqualification of the Tender and it will not proceed to full evaluation.</p>	
Tender Questionnaire	
<p><u>LOT 1 and 2</u> <u>Quality</u> 50%</p>	<p>Relevant Experience 6 (5%)</p> <p>Contract Management 10.1 (20%) 10.2 (15%) 10.3 (10%) 10.4 (15%)</p> <p>Contract Support 10.5 (5%) 10.6 (5%)</p> <p>Understanding Buyer Needs 10.7 (15%)</p> <p>Social Value 10.8 (5%)</p> <p>Climate Emergency 10.9 (5%)</p>
<p><u>LOT 3</u> <u>Quality</u> 20%</p>	<p>Relevant Experience 6 (5%)</p> <p>Accreditations 12.1 (30%)</p> <p>Contract Management 12.2 (20%) 12.3 (20%)</p>

	<p>Understanding Buyer Needs 12.4 (15%) Social Value 12.5 (5%) Climate Emergency 12.6 (5%)</p> <p>Scored Questions: Where responses to questions are to be scored, the following scores are applied by Evaluators to a Bidder's submitted responses. The scores are awarded dependent on the level of evidence provided to each question. A score of 3 represents an acceptable level of evidence.</p> <p>Sections or questions scored as 0 or 1 may result in the Tender not proceeding to full evaluation or If the tenderer receives a score of either 0 or 1 on any question (following application of weightings to each sub criteria), the Council reserves the right to exclude that bidder from further consideration.</p> <p>In addition to the scoring of the main tender questionnaire, the 0 – 5 criteria detailed below will also be used to score Social Value method statements.</p> <p>0 – No response and/or evidence is unacceptable or non-existent, or there is a failure to properly address any issue. The Council does not have any confidence in the Bidder's experience, capacity and ability to meet its requirements.</p> <p>1 – The response and/or the evidence are deficient (or not relevant) in the majority of areas and the Council has a low level of confidence in the Bidder's experience, capacity and capability to meet its requirements.</p> <p>2 – Large portions of the response are not satisfactory and/or are not supported by a satisfactory level of evidence and the Council has limited confidence in the Bidder's experience, capacity and capability to meet its requirements.</p> <p>3 – The response is satisfactory and supported by an acceptable standard of relevant evidence but with some reservations/issues not addressed. The Council is satisfied with the Bidder's experience, capacity and capability to meet its requirements.</p> <p>4 – The response is comprehensive and supported by a good standard of relevant evidence and provides the Council with a</p>
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	<p>good standard of confidence in the Bidder's experience, capacity and capability to meet its requirements.</p> <p>5 – The standard of the response is very high, and the relevance of the response and the supporting evidence is very comprehensive and provides the Council with a very high level of confidence in the Bidder's experience, capacity and capability to meet the Council's requirements.</p> <p>Applying weightings to scores</p> <p>The total weighting will be 100% which is split between Price and Quality. The split is shown in the left-hand column of this table.</p> <p>Individual scored questions will be weighted to account for their level of importance. Each of these will be scored out of 5 (see above) with a weighting applied to that score to produce a weighted score. e.g. if a question is weighted as 20% and scored as 5/5 then the weighted score would be 20/20. If the score were 4/5, then the weighted score would be 16/20.</p> <p>All weighted scores are added together to achieve a total weighted score for the scored questions. The total is then multiplied by the quality weighting above to get a final weighting for overall quality of the bid.</p> <p>The attached blank score sheet will show the calculations.</p>
<p>Price</p> <p>LOT 1 and 2 = 50 %</p> <p>LOT 3 = 80%</p>	<p>Price Evaluation:</p> <p>The scoring is carried out within an Excel spread sheet outside of the e-Tender system.</p> <p>All price bids are compared against the lowest bid to reach the percentage difference from the lowest bid.</p> <p>Example if the price weighting were 40%, the calculation would be:</p> <p>$(40 \times \text{lowest price}) / \text{bid price}$</p> <p>The lowest price bid would receive the full 40 points.</p> <p>A negative percentage figure for a lump sum price that is over 100% higher than the lowest price bid will receive a price score of zero. B&NES Council will not award a negative price score</p>

	<p>Abnormally Low Tenders In the event of the Council having received an abnormally low tender, it will adopt the procedure in Regulation 69 of the Public Contracts Regulations</p> <p>Evaluations: The scoring is carried out within an Excel spread sheet outside of the e-tender system.</p> <p>The total monetary value of all social value commitments is compared against the highest value to reach the percentage difference from the highest bid.</p> <p>Example with Social Value £ weighting 10%, the calculation is:</p> <p>$(10 \times \text{highest value}) / \text{bid value}$ The highest value bid would receive the full 10 points.</p> <p>The Social Value £ weighting applicable to this tender is in the table above.</p>
Total Weighted Score	<p>The weighted scores for Quality and Price are added together to get a final total score out of 100.</p> <p>In the event of a tie-break, the Council will award to the Bidder with the highest overall Quality score.</p>

Evaluation of Financial Accounts

The Public Contracts Regulations and the Selection Questionnaire (SQ) template published by Crown Commercial Services state that Contracting Authorities must accept a self-assessment of compliance initially, with evidence only being requested from the winning bidder(s) once they've been identified.

Organisations are **not** therefore required to submit their accounts or supporting financial information when they submit their tender. The evaluation of accounts must take place once the Contracting Authority has established who the winning bidder is. The only accounts that can be evaluated are those of the winning bidder(s) and not all the companies who have submitted bids.

5.3 Clarifications

Upon examination of the Tenders, the Evaluation Panel may request clarifications from the Bidders. The question(s) will be submitted on the e-Tendering system and Bidders must respond in the same manner.

If clarifications are received from Bidders outside the e-Tendering system, the Panel will ask them to redirect them through the e-tendering system.

It may be necessary to also hold a clarification meeting separately with the Bidders for due diligence purposes. If, as a result of these meetings, the Evaluation Panel decide that the initial scores require adjustment, then the Bidders will be requested to submit a clarification response via the e-tendering system. The Evaluation Panel will keep notes of the reasons why the scores have been adjusted.

5.4 Site Visits

It may be necessary for the Tender panel to undertake a site visit (where appropriate) to see a service in situ at a Bidder's customer's offices. If this is carried out as part of the evaluation of the Tender, then the site visit will be scored and included as a weighted criterion in the quality section of the table above.

If the visit is for due diligence purposes only, it will not be scored.

5.5 Final score

Both the quality and price scores from the Tender, presentation, clarifications, and site visits (where relevant) will be combined to produce a total final score and the Bidder with the best overall total final score shall be identified as the winning Bidder.

5.6 Customer References

References will be taken up for the winning Contractor. These will not be scored and will be for due diligence purposes only. The Council will consider whether to award the contract or seek further clarifications from the Bidder.

5.7 Right to Not Award

The Council reserves the right to terminate this procedure without any decision to award and will not be liable for any costs incurred by the Bidders in preparing their responses.

5.8 Right to Terminate Subsequent Contract

The Council reserves the right to terminate any resulting Contract, if it is discovered that the Bidder made any material misrepresentation and/or have

not notified to the Council about any material changes in relation to the information provided in the Tender submission.

5.9 Evaluation Report

A report will be produced by the Evaluation Panel and a recommendation made to award to the winning Bidder in accordance with Regulation 84 of the Public Contract Regulations.

Authority to award the Contract will be sought from the appropriate Director in accordance with the Council's Contract Standing Orders' Scheme of Delegations.

5.10 Contract Award

Once the authority to award the Contract has been granted, the Evaluation Panel will award the Contract

Both successful and unsuccessful Bidders will receive in writing an award decision notice pursuant to Regulation 86 of the Public Contracts Regulations.

This notice must give feedback on the bids received including the name of the winning Bidder, why the winning bid was successful, including overall scores and commentary pertaining to the award criteria published in the Invitation to Tender.

The Contract award decision notice will be followed by a 10-day standstill period during which time, the Contract must not commence. During this 10-day period unsuccessful companies are able to challenge the award, should they wish to do so.

The 10-day standstill period starts on the day after the date of the notification letter. The letter must state the date the standstill comes to an end and this must not on a weekend or Bank Holiday.

5.11 Contract Acceptance

Upon the Council's acceptance of a tender, a Contract shall thereby be formed and become binding on both parties. Bidders should not submit a tender unless they agree to be bound by the form of contract issued with that tender.

The successful Bidder must not undertake work without written notification that they have been awarded a Contract and are required to start work.

5.12 Withholding of Confidential Information

The Council will be careful not to disclose confidential information of the successful Bidder and may withhold debriefing information in certain circumstances including where disclosure would be contrary to the public

interest, would prejudice the legitimate commercial interests of any supplier, or might prejudice fair competition.

SECTION 6 – APPENDICES

The following appendices are included with this Invitation to Tender document:

1. Non-Collusion Certificate
2. Terms and Conditions of Contract
3. Terms and Conditions of Contract Annex 1
4. Equipment
5. Pricing Table Lot 1 and 2
6. Pricing Table Lot 3
7. Scoring Methodology

APPENDIX 1

Conflict of Interest, Canvassing & Collusive tendering

It is a mandatory requirement that the Supplier signs and complies with this certificate. FAILURE TO SUBMIT THIS DECLARATION WHEN RESPONDING TO THE TENDER WILL RESULT IN YOUR TENDER NOT BEING EVALUATED

DECLARATIONS

Tender for Contract:	
Supplier Name:	

CONFLICT OF INTEREST, CANVASSING & COLLUSIVE TENDERING

- 1 In consideration of the Council accepting our tender we undertake and agree to advise the Council immediately upon becoming aware of any conflict of interest or potential conflict of interest, whether deliberate or otherwise, that may arise either during the term of the Contract or for a period of two years after its termination.
- 2 I/We further hereby undertake that I/We will not in the future canvass or solicit any Member Officer or Employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the provision of the Service and that no person employed by me/us or acting on my/our behalf will do any such act.
- 3 I/We certify that
 - (a) this is a bona fide Tender, intended to be competitive, and that I/We have not fixed or adjusted the amount of the Tender (or the rates and prices quoted) by or under or in accordance with any agreement or arrangement with any other person.
 - (b) I/We have not canvassed or solicited any Member Officer or Employee of the Council in connection with the preparation or award of this Tender or any other Tender or proposed Tender for the provision of the Goods/Services and that no person employed by me/us or acting on my/our behalf has done any such act.
 - (c) that I/We have not done and undertake that I/We will not do at any time before the hour and date specified for the return of this Tender any of the following acts:
 - (i) Offer or give or agree to give any officer or member of the Council any gift or consideration of any kind as an inducement or bribe to influence its decision in the tendering procedure.

- (ii) Communicated to any person other than the Council the amount or approximate amount of the proposed Tender (other than in confidence in the circumstances and to the persons described in the Guidance & Instructions).
- (iii) Enter into any agreement or arrangement with any person as to the amount of any proposed tender or that the person shall refrain from tendering.

Person authorised to submit the Tender:

Signature:

.....

Name:

.....

Position:

.....

Dated:

APPENDIX 2 TERMS & CONDITIONS

Please see the separate terms and conditions document

APPENDIX 3 – TERMS & CONDITIONS ANNEX 1

Please see the separate terms and conditions document

APPENDIX 4 – Equipment

LOT 1

Listed below is a summary of all the systems, hardware and software options that are to be covered by this Contract. A further breakdown of this summary can be found in the separate Equipment and Location document.

MiVoice Business

Software:	Quantity
MiVoice Business – Enterprise	6
Licences:	Quantity
ACD Active Agents	162
Analog Lines	144
Compression	256
Digital Links	14
Embedded Voice Mail	329
External Hot Desk Users	40
FAX Over IP (T.38)	20
IP Users	384
SIP Trunk	374
Hardware:	Quantity
3300 Mxe Controller	1
Redundant AC Power	1
Raid HDD	1
Mxe Expansion Kit	1
Echo Cancellation	1
DSP II	1
Universal ASU	1
ASU II Chassis	2
24 Port ONSP Card	5

MiVoice Border Gateway

Software:	Quantity
MiVoice Border Gateway	5
Licences:	Quantity
SIP Trunk Licences	320
Virtualization Support	4
Teleworker Licences	20
Hardware:	Quantity

MiContact Centre

Software:	Quantity
MiContact Centre	1
Licences:	Quantity
Contact Centre Management Standard Starter Pack	1
Standard Agents	190
System Administrators	11
Business Reporter extensions	50
Premium IVR Routing Starter Pack	1
Premium IVR Routing Ports	16
Hardware:	Quantity
N/A – Virtual System	

MiCollab

Software:	Quantity
MiCollab	1
Licences:	Quantity
UCC Standard MiCollab License	2000
UCC Entry MiCollab License	841

IP DECT

Hardware:	Quantity
IP DECT Basestations	5

LOT 2

Listed below is a summary of all the systems, hardware and software options that are to be covered by this Contract. A further breakdown of this summary can be found in the separate Equipment and Location document.

MiVoice Business

Software:	Quantity
MiVoice Business – Enterprise	2
Licences:	Quantity
Embedded Voice Mail	2
IP Users	1120

MiCollab

Software:	Quantity
MiCollab	1
Licences:	Quantity
NuPoint Unified Messaging	1012

LOT 3

N/A

APPENDIX 5 – Pricing Table LOT 1

Please see the separate Appendix document which contains the pricing table.

Ensure all sections are completed in full and this is submitted via the ProContract system.

APPENDIX 6 – Pricing Table LOT 3

Please see the separate Appendix document which contains the pricing table.

Ensure all sections are completed in full and this is submitted via the ProContract system.

APPENDIX 7 – Scoring Methodology

Please see the separate Appendix document which contains the Scoring Methodology. Separate tab for each LOT.

Glossary

'Bidder' means the company that is submitting a Tender response to this Invitation to Tender document;

'Contracting Bodies' or 'Contracting Body' means a public sector organisation or Local Authority described in the Contract or Framework Agreement which is allowed to procure under the Contract;

'Contractor' means the person, firm or company appointed by the Council or Contracting Body to supply the Goods or Services or Works under this Contract and shall include the Contractor's employees, personal representatives, successors and permitted assigns;

'Council' means Bath & North East Somerset Council;

'Contract' means the written agreement between the Council or Contracting Body consisting of the clauses within the terms and conditions of contract and the Order;

'e-Tender system' means the electronic Tender system Supplyingthesouthwest. It is provided by ProActis and is hosted via <http://www.supplyingthesouthwest.org.uk>;

'Invitation to Tender' means this document and all its components, which is inviting Bidders to bid for the Contract or for inclusion in the Framework Agreement;

'Offer' means the offer made by the Bidder in relation to the proposed Contract;

'Specification' means the scope and description of the Goods, Services or Works to be provided pursuant to this Contract as set out in Section 1 – Specification.