

WARRINGTON **Borough Council**



INVITATION TO TENDER FOR
PROVISION OF A REMOTE BACKUP SERVICE FOR SCHOOLS

REF: DN309391

22 NOVEMBER 2017

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INTRODUCTION

1. Warrington Borough Council's (the Council)
- 2.
- 3.
- 4.
5. This document contains the information and instructions that Tenderers need to consider when submitting a compliant Tender. Please read the information and instructions carefully because non-compliance with the instructions may result in disqualification of the Tender from this procurement.
6. The framework agreement will be awarded to the most economically advantageous tender (MEAT) and will be a numerical assessment of the received tenders, based on a combination of scores awarded for Quality and Price.
7. The Council is using the Chest procurement portal to manage this procurement and to communicate with Tenderers. No hard copy documents will be issued and all communications with the Council (including the submission of Tenders) will be conducted via the Chest. To ensure all communications relating to this procurement are received Tenderers must ensure that the point of contact it nominates in the Chest is accurate at all times as the Council will not be under any obligation to use any other point of contact.
8. The selection and award questionnaires have been designed in the Chest. **Tenderers' responses to selection and award questions should be completed online in the Chest.** If any supporting attachments are required they will be requested by the individual question and should be uploaded at that question level.
9. The timetable for this Procurement is set out below:

Date	Activity
22 Nov 2017	Issue Invitation-to-Tender (ITT) via the Chest
11 Dec 2017	Tender Clarification Deadline
19 Dec 2017	Tender Closing Date and Time for Return of Tenders <i>No tenders will be opened before this deadline</i>
16 Jan 2018	Tender Assessment Centre (TAC) <i>Optional onsite presentation and interviews</i>
22 Jan 2018	Evaluation Completed Preferred Provider Selected to Contract Award Award Decision Notifications issued to Tenderers
01 Feb 2018	Commencement of Services

10. This timetable may be changed by the Council at any time. Tenderers will be informed through the Chest if the Council decides that changes to this timetable are necessary.

Questions and Clarifications

11. Tenderers may raise questions or seek clarification regarding any aspect of this Invitation-to-Tender (ITT) at any time prior to the Tender Clarification Deadline.
12. All questions and clarifications must be raised using the Chest messaging service. The Council will not enter into exclusive discussions regarding the requirements of this ITT and all communications must be conducted via the Chest.

13. To ensure that all Tenderers have equal access to information regarding this ITT, the Council will publish all of its responses to questions raised by Tenderers on an anonymous basis should there be a common element.
14. The Council will endeavour to answer questions within three to four working days on receiving the question via the Chest, however it is the Council's intention to respond to all questions submitted, via Chest, within four working days following the Tender Clarification Deadline.
15. Tenderers are responsible for monitoring the Chest messages for any responses to questions, general clarifications or other information issued by the Council. Answers to such questions may contain important information that may affect how Tenderers complete their Tender submission.

Terms and Conditions

16. The Council's Terms and Conditions in the form of a contract, as included in the ITT documentation (attachment 2) on the Chest, will be mandatory.
17. Tenderers who wish to make any amendments to the Terms and Conditions should do so by raising a clarification using the Chest messaging service prior to the Tender Clarification Deadline. Tenderers should indicate and fully justify any proposed amendments. It should be noted that the Council will only accept those changes that are fundamental to the conduct of the agreement. The Council will publish any accepted changes to the Terms and Conditions via the Chest.
18. If the Council decides to award a contract with a Tenderer, the Terms and Conditions will be updated to incorporate elements of the Tenderer's Tender submission including, but not limited to, the Tenderer's response to the Council's Specification of Requirements and the Tenderer's tendered catalogue pricing for the service.

Insurance

19. The Council requires the following levels of insurance:
 - 19.1. Employers Liability Insurance of at least £10,000,000;
 - 19.2. Public Liability Insurance of at least £5,000,000;
 - 19.3. Product Liability Insurance of at least £1,000,000; and
 - 19.4. Professional Indemnity Insurance of at least £1,000,000.

TUPE Considerations

20. There are no TUPE considerations that will apply to the award of this contract.

SCHEDULE 1: INVITATION-TO-TENDER (ITT) SUBMISSION INSTRUCTIONS

1. The Tender submission shall contain all of the following returns and submitted via the Chest (any missing elements in the Tender submission may well disqualify the Tender):
 - 1.1. **Certificates** – All certificates duly annotated as included in the Tender Pack information published with the ITT attachments on the Chest. E-signatures, named individuals are acceptable for electronic submission. Please upload the signed certificates as attachments to your Tender response submission on the Chest.
 - 1.2. **Standard Selection Questionnaire** – a completed online questionnaire issued with the ITT on the Chest.
 - 1.3. **Award Questionnaire** – a completed online questionnaire issued with the ITT on the Chest.
 - 1.4. **Pricing Submission** – a separate price section in the Award Questionnaire that includes all pricing for the goods and services to be available via the framework. It is the responsibility of Tenderers to ensure all requirements of the pricing offered are fully identified in the tender submission to provide tendered contract pricing.
 - 1.5. **Third Party Information Security Assessment Questionnaire** – a completed online questionnaire issued with the ITT on the Chest.
 - 1.6. **Premier Supplier Service Form** – if the Tenderer wishes to participate in the Council's Premier Supplier Service please complete and sign the form issued with the ITT attachments on the Chest. Include the signed form as an attachment to your Tender response submission.
2. Please note the *Award Questionnaire*, *Standard Selection Questionnaire* and *Third Party Information Security Assessment Questionnaire* are included under the **"Evaluation criteria/question sets"** box with the ITT on the Chest. To submit a tender response and answer the question sets click **"Start my response"**. An electronic wizard is available on the Chest to assist Tenderers in creating a Tender response.
3. Please note that signed Certificates and a completed Premier Supplier Service Form should be included as attachments to the Tender response.
4. For technical guidance and assistance on how to use the Chest please use the Supplier Help web pages at: <https://supplierhelp.due-north.com/>
5. Only those Tender submissions that are submitted via the Chest by the declared closing date and time will be accepted. Tenderers are responsible for ensuring that a tender submission has been successfully completed and submitted on the Chest prior to the closing date and time as specified on the Chest.
6. All Tenders received will be considered on the information contained in the responses to the question sets or obtained by the Council as a direct result of the tendering process. Only information entered into the relevant answer box or included as an attachment and supplied in accordance with the Council's instructions will be taken into consideration for the evaluation of a Tender.
7. Where allowed in the individual question attachments in the form of screen captures and screencasts can be included as supplementary and supporting evidence to written responses. It is the Tenderer's responsibility to ensure that any attachments submitted are readable and can be viewed by the Council evaluators using standard Microsoft Office 2013 applications and Windows 10 Media Player. The Council shall not be liable for attachments it is unable to view and read.
8. Any additional attachments submitted when not specifically requested by the Council will be disregarded and the information not considered.

9. The Tender must be submitted in English (UK) language. The Tenderer must answer questions to all requirements as specified accurately and concisely. Questions should not be answered by cross-referencing to other answers or other materials outside the Tender response (e.g. information contained on a web-site). Each question should be completed and answered in its own right.
10. Any discussions or correspondence between the Council and the Tenderer shall be conducted without any obligation whatsoever by the Council to enter into or become bound by any agreement. All correspondence shall be conducted via the Chest.
11. After the selection is made and agreement reached, a framework agreement will be placed with the Preferred Provider. All Tenderers will be notified of their status and the decision.
12. All materials submitted in response to this ITT become the property of the Council. Tenders and supporting material will not be returned to Tenderers.
13. The Tenderer may not provide additional material that was not included in the original Tender after the submission deadline. The Council will base its decision on information available in the Tender submission and will not revise those decisions in the light of corrections submitted to rejected tenders. However, the Council reserves the right to change its decision in the event that the winning Tenderer submits an amendment that disadvantages the Council.
14. The Council reserves the right to amend this ITT at any time prior to the tender submission closing date. If necessary, the tender closing date will be adjusted accordingly.
15. The goods and services shall meet the requirements stated within this ITT. Any specification provided by the Tenderer, either as part of its Tender or for any other reason, shall be understood by the parties to be the Tenderer's expert advice, and if the Tenderer's specified solution does not meet the Council requirements, the Tenderer will remain liable to provide a compliant service.

SCHEDULE 2: TENDER EVALUATION PROCESS

1. Tenders will be evaluated using the process contained within this Schedule.
2. The online Tender response will be scored by a Council Evaluation Panel using the following weighted evaluation criteria:

Tender Evaluation Criteria	% Weighting
Quality	45%
Price	55%

3. Quality represents 45% of the total score available to Tenderers. Scores will be awarded comparative to other Tenderers, with the top score Tenderer awarded 45 for "Quality".
4. Price represents 55% of the total score available to Tenderers. Scores will be awarded comparative to other Tenderers, with the lowest priced Tenderer awarded 55 for "Price".
5. Only those Tenderers who, in the determination of the Council, provide an acceptable quality submission and score will be considered for the Framework Agreement.
6. The following table summarises how the total tender score (100) is allocated:

Evaluation Criteria	Weighting	Sub Weighting	Tender Score Allocation
Quality	45%		45
R1.		0.0% (00.00)	
R2.			
R3.			
R4.			
R5.			
R6.			
R7.			
R8.			
R9.			
R10.			
R11.			
R12.			
R13.			
R14.			
R15.			
Price			
Pricing	55%		55
Totals:	100%		100

7. The Evaluation Panel will award scores to questions in the Award Questionnaire using the following scoring model:

Scoring Model (Pass/Fail)	Score
Pass A response that is compliant with the stated requirement.	Pass
Fail A response that is not compliant with the stated requirement.	Fail
Scoring Model (0-5)	Score
Value Added A response that exceeds the stated requirement demonstrating an innovative and very attractive offering.	5
Excellent A high standard response in terms of the level of detail, accuracy and relevance with supporting evidence that fully complies with the stated requirement.	4
Acceptable An acceptable response that satisfies the stated requirement.	3
Minor Reservations A response that is substantially compliant, with minor reservations and concerns.	2
Major Reservations A response that is partially compliant, with major reservations and concerns.	1
Deficient A response that does not address or comply with the stated requirement.	0

8. If a Tenderer scores a 'Fail', '0' or '1' for any question in the Award Questionnaire the Tender submission will be rejected and will not proceed any further in the evaluation process.
9. The Council may exclude and/or disqualify a Tender from this procurement if the Tenderer fails to provide to the Council:
- 9.1. the information requested;
 - 9.2. a full and satisfactory response to any question;
 - 9.3. documentation referred to in a question; and/or
 - 9.4. response to the Council's query(ies) posted on the Chest, within any specified timescales.
10. The **Standard Selection Questionnaire** will be evaluated by the Council on a "pass/fail" basis. Tenders that do not meet the selection criteria will be disqualified from the process at the point at which they fail and will not be considered for the Framework Agreement.
11. **Information Security Risk Assessment** – Tenderers will be required to complete a Third Party Information Security Assessment Questionnaire for this requirement. The Council may exclude Tenderers that cannot demonstrate to the Council's satisfaction that the level of information security in the provision of their services will comply with the Council's ICT Third Party Information Security Policy as issued with the ITT attachments on the Chest.

12. If a Tenderer fails to respond comprehensively and accurately to the Standard Selection Questionnaire and the Information Security Assessment Questionnaire, its Tender may be deemed non-compliant. The Council reserves the right to exclude non-compliant Tenders from the process.

Tender Assessment Centre (optional)

13. The Council reserves the option to invite a maximum of the 3 top highest scoring Tenders for the Award Questionnaire (Quality and Price) to a Tender Assessment Centre (TAC).
14. Attendance at the TAC will be mandatory, if invited, and is a condition of continued participation in the tendering process.
15. The TAC will serve as an opportunity for the Evaluation Panel to corroborate information contain in the Award Questionnaire. The TAC will not form part of the formal evaluation of tenders, but will assist the Evaluation Panel by furthering their understanding of tender submissions before completing the evaluation process.

Preferred Provider

16. The Tenderer that achieves the highest total score for the combination of Quality and Price and a “pass” for the Standard Selection Questionnaire and the Information Security Assessment Questionnaire will be designated as the “Preferred Provider” and awarded the Contract.
17. If two or more Tenderers obtain the highest total score, the Tenderer with the highest score for Price will be designated as the “Preferred Provider” and awarded the framework agreement.
18. The Council will require due diligence to be carried out to confirm Preferred Provider findings and to validate their deliverables and charges.
19. On completion of the above and after agreement has been reached with the Preferred Provider, the Council will sign a Contract for Provision of a Remote Backup Service for Schools.
20. The Tenderer undertakes that, in the event of their Tender being accepted by the Council and the Council confirming in writing such acceptance to the Tenderer, the Tenderer (Preferred Provider) shall execute the Contract as amended to accommodate aspects of the Tender response within 10 calendar days, (or any other period of time as determined by the Council at its sole discretion) of being called upon to do so by the Council.
21. In the event that it is not possible to conclude a contract with the Preferred Provider, the Council reserves the right to substitute the next placed Tenderer as Preferred Provider and seek to conclude a contract as above.

SCHEDULE 3: SPECIFICATION OF REQUIREMENTS

1. Tenderers are required to detail the service they are offering (by entering their responses to the *Specification of Requirements in the Award Questionnaire in the “Evaluation criteria/question sets”* box with the ITT on the Chest) to meet the Council’s requirements as set out in this schedule.
2. Tenderers can offer additional provisions and/or services that they consider would enhance the service.

Specification of Requirements

ID	Requirement	Description/Evidence
R1		▪
R2		
R3		(i)
R4		
R5		▪
R6		▪
R7		▪
R8		▪
R9		
R10		▪
R11		▪
R12		
R13		▪
R14		▪
R15		▪

SCHEDULE 4: PRICING

1. All prices that are applicable to this contract should be inserted into the Pricing Submission Template included as an attachment to the Price section of the *Award Questionnaire* on the Chest.
2. The Template has been provided to support consistency for price comparison but it is the responsibility of Tenderers to ensure all requirements of the pricing offered are fully identified in the tender pricing submission to provide tendered contract pricing.
3. Tenderers are at liberty to propose alternative cost models which they consider appropriate (as a supplementary proposal).
4. Tenders are to submit prices for the initial 13 month term and for 3 x 12 months optional extensions to the contract. The initial term includes a 1 month service transition period from the legacy service to the new service.
5. The Council's preference for pricing the service should be based on a cost-effective "pay-as-per-use" model at the local and area-wide (aggregated) level. There should be no charges for terminating services at the area-wide (aggregated) or at the local school level during the contract period.
6. It is the Council's intention is for all schools who currently receive the Council's legacy remote backup service for schools to migrate and transition to the service. However, the Council does not guarantee that all schools will participate or that participating schools will take up the service for the duration of the contract. The Council therefore does not commit to minimum order quantities over the term of the contract.
7. For the purposes of pricing, Tenderers should assume the following indicative volumes:
 - 84 school clients;
 - Average school client comprises 25GB of total data;
 - Aggregated total of 3.5Tb of schools data.
8. The Council requires flexibility in pricing to address both reductions and increases in the number of participating schools with corresponding increases and reductions in the capacity of data to be backed up over the duration of the contract.
9. Tenderers should include all unit pricing and any applicable banding and volume discounts in the Pricing Submission Template.
10. Pricing shall be fixed for the duration of the Contract, including the optional extensions, except where market prices show a downward trend. The Council would expect the Provider to vary prices to reflect this trend; however, the Council shall not pay more than the price(s) specified in the pricing submission template.
11. The maximum score available for Price will be 55. This score will be awarded to the lowest priced Tenderer. Remaining Tenderers will receive a score on a pro rata basis dependent on how far they deviate from the lowest tendered price. The calculation that will be used to determine scores for Price is as follows:

Tendered Price	Percentage Price Difference (Tendered Price– Lowest Price / Lowest Price) x 100	100% – Percentage Price Difference	Resultant Sum x Weighting Percentage	Score Awarded
£10,000	$10,000 - 10,000/10,000 \times 100 = 0\%$	$100 - 0 = 100$	$100 \times 55\% (0.55)$	55
£15,000	$15,000 - 10,000/10,000 \times 100 = 50\%$	$100 - 50 = 50$	50×0.55	27.50
£20,000	$20,000 - 10,000/10,000 \times 100 = 100\%$	$100 - 100 = 0$	0×0.55	0

12. The price used for the assessment of the Tender shall be the total tendered price for the initial contract term (13 months) plus the 3 x 12 months optional extensions in the Pricing Submission Template including any Early Payment Scheme percentage as detailed in the Premier Supplier Agreement included in the Tender Pack attachments on the Chest.
13. Prices shall include delivery and exclude VAT.
14. Tenderers should provide details of any pricing assumptions made and additional information to support their pricing calculations.

SCHEDULE 5: ICT TECHNICAL ENVIRONMENT

1. The information within this document defines the current technical infrastructure standards that apply to relevant information systems and information technologies within the Council's networks.

Technical Infrastructure – Corporate Network (PSN & N3 connected)

Control	Standard
PC Operating System(s)	Windows 7 Enterprise sp1 Windows 10 (CBB) ActiveDirectory Group Policy Users log on with Roaming Profiles
Public Access PC Operating System	Windows 7 Enterprise sp1 DeepFreeze Enterprise Public vlan only
Server Operating System(s)	Microsoft Windows Server 2008, 2008 R2, 2012, 2012 R2 Linux (Redhat and CentOS 5 & 6)
Data Storage	Storage Area Network (iSCSI SAN) Direct Attached Storage (DAS)
Database Management System(s)	Microsoft SQL Server 2008, 2008R2, and 2012 Oracle 12g commitment to Microsoft SQL Service Packs mandated
Network	Extreme Summit Stack Switched 1,000mbps Fast Ethernet 100mbps to desktop Wireless based on Aruba Controllers Private WAN based on LLU of BT-Exchanges and EoFTTC Dual 1,000mbps Internet connection (peer connections for failover/resilience)
Server Virtualisation Platform(s)	VMware VSphere ESXi 6.5 New servers are built as VMs unless there is a specific requirement for physical. Microsoft HyperV for small site, distant from Data Centre
Desktop Application Suite	Microsoft Office 2010 Professional Microsoft Office 2013 Professional
Application Platform(s)	Email – Microsoft Exchange Server 2010 sp3 EDM – Civica Comino CRM – Microsoft Dynamics ERP – SAP
Website Development	JADU Galaxy (externally hosted) Umbraco CMS (Warrington hosted)
Voice Systems	Voip - Avaya One / OneX Communicator Mobile network gateway - Packet Media Voicemail – Netcall Directory – Netcall
Mobile Network Operators	EE O2
Remote Access Gateway	Managed endpoint, fixed site: Aruba RAP Managed endpoint, mobile: Pulse Secure

Remote Backup Service for Schools

	Third-Party endpoint : Pulse SSLVPN
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Only the council Top-23 business systems have a recovery time objective of between next day out to ten recovery days. All other business systems are subject to best efforts recoveries from day eleven onwards.

Technical Infrastructure – Customer Network (not connected to PSN/N3)

Control	Standard
PC Operating System(s)	Windows 7 Enterprise sp1 (customer licence) Windows XP Embedded for POS Customer AD group policies Users log on with Roaming Profiles
Public Access PC Operating System	Windows 7 Enterprise sp1 (customer licence) DeepFreeze Enterprise (PN) Public vlan only
Server Operating System(s)	Microsoft Windows Server 2008 R2, 2012, 2012 R2
Data Storage	Storage Area Network (iSCSI SAN) (Customer data group) Direct Attached Storage (DAS)
Database Management System(s)	Microsoft SQL Server 2008R2
Network	Extreme Summit Stack Switched 1,000mbps Fast Ethernet 100mbps to desktop Wireless based on Aruba Controllers Private WAN based on LLU of BT-Exchanges and EoFTTC Dual 1,000mbps Internet connection (peer connections for failover/resilience)
Server Virtualisation Platform(s)	VMware VSphere ESXi 6.5 New servers are built as VMs unless there is a specific requirement for physical.
Desktop Application Suite	Microsoft Office 2010 Professional
Application Platform(s)	Email – Microsoft Exchange Server 2010 sp3 <i>Specific to Customer Business</i>
Website Development	JADU Galaxy (externally hosted) Umbraco CMS (Warrington hosted)
Voice Systems	Voip – Daisy Communications, and Avaya One / OneX Communicator <i>Phone Directory – tba.</i>
Mobile Network Operators	EE
Remote Access Gateway	Third-Party endpoint : Pulse SSLVPN

Only the council Top-23 business systems have a recovery time objective of between next day out to ten recovery days. All other business systems are subject to best efforts recoveries from day eleven onwards.

Technical Environment – Website transactional (Web-DMZ protection)

Control	Standard
PC Operating System(s)	None
Server Operating System(s)	Microsoft Windows Server 2008, 2008 R2, 2012, 2012 R2 Linux (CentOS 5)
Data Storage	Storage Area Network (iSCSI SAN) (Web-DMZ data group) Direct Attached Storage (DAS)
Database Management System(s)	None
Network	Switched 1000Mbps Fast Ethernet. Dual 1000Mbps Internet connection (peer connections for failover/resilience)
Server Virtualisation Platform(s)	VMware VSphere ESXi 6.5 (Web-DMZ cluster) New servers are built as VMs unless there is a specific requirement for physical.
Desktop Application Suite	None
Application Platform(s)	
Website Development	Umbraco CMS (Warrington hosted)
Voice Systems	None
Mobile Network Operators	N/A
Remote Access Gateway	Third-Party endpoint : Pulse SSLVPN

Only the council Top-23 business systems have a recovery time objective of between next day out to ten recovery days. All other business systems are subject to best efforts recoveries from day eleven onwards. Web-DMZ environment depends upon Primary Data Centre, no alternate Web-DMZ has been provisioned.

Technical Environment – Legacy (Internal DMZ protection, No Internet)

Control	Standard
PC Operating System(s)	Microsoft Windows XP Professional Local Group Policy
Server Operating System(s)	Microsoft Windows Server 2003 Unix(Solaris)
Data Storage	Direct Attached Storage (DAS)
Database Management System(s)	Microsoft SQL Server 2000, SQL Server 2005
Network	Switched 1000Mbps Fast Ethernet. No access from the Internet
Server Virtualisation Platform(s)	None provided
Desktop Application Suite	Microsoft Office 2003 Professional Microsoft Office 97 Professional

Only the council Top-23 business systems have a recovery time objective of between next day out to ten recovery days. All other business systems are subject to best efforts recoveries from day eleven onwards. Legacy environments would be recovered in the last phase.