

INVITATION TO TENDER

SUBMISSION AND EVENT 1 GUIDANCE

TECHNOLOGY EXPENSE MANAGEMENT

REFERENCE NUMBER

RM 3802

ATTACHMENT 1A

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ATTACHMENT 1c	EVENT 3 INVITATION TO TENDER	
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¹ Includes event 1 guidance.

ATTACHEMENT 1e	EVENT 5 INVITATION TO TENDER
ATTACHMENT 2	PARTICIPATION REQUIREMENTS AND SELECTION QUESTIONNAIRE AND GUIDANCE
ATTACHMENT 2A	FINANCIAL ASSESSMENT TEMPLATE
ATTACHMENT 3	AWARD QUESTIONNAIRE
ATTACHMENT 3A	POTENTIAL PROVIDER DEMONSTRATION ASSESSMENT FORM
ATTACHMENT 3A ANNEX 1	DATA FOR DEMONSTRATION
ATTACHMENT 3B	LOT 1 POTENTIAL PROVIDER PRICING SHEET
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ATTACHMENT 4	FRAMEWORK AGREEMENT
ATTACHMENT 5	CALL OFF CONTRACT
ATTACHMENT 6	TERMS OF PARTICIPATION
ATTACHMENT 7	CERTIFICATE OF COMPLIANCE
ATTACHMENT 8	GUIDANCE ON HOW TO USE THE E- SOURCING SUITE
ATTACHMENT 12 ²	FRAMEWORK POPULATION TEMPLATE

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1. INTRODUCTION

- 1.1 Welcome to this Procurement which is being managed by Crown Commercial Service.
- 1.2 Crown Commercial Service is referred to as the Authority in this Invitation to Tender, and you, along with other organisations participating in this Procurement, are referred to as Potential Providers.
- 1.3 The Authority is managing this Procurement in accordance with the Regulations and specifically in accordance with the competitive procedure with negotiation (Regulation 29 of the Regulations) and the requirements relating to framework agreements (Regulation 33 of the Regulations).
- 1.4 This Procurement will establish a Framework Agreement with two Suppliers for the purchase of Technology Expense Management (TEM) Services.
- 1.5 This Invitation to Tender (ITT), which has been split into 5 consecutive documents labelled as Attachment 1(a-e) reflecting the likely 5 events to be held within the eSourcing Suite (relating to the various stages of the procurement) and contains the information and instructions that you need to submit a compliant Tender. Words in this ITT which are capitalised have definitions either in the paragraph in which such words appear or in the glossary at paragraph 14.
- 1.6 Please read this ITT document set carefully as non-compliance with the instructions contained herein and all its Attachments may result in exclusion of your Tender from this Procurement. If you have read all the instructions and information carefully but are still unsure at any point how to respond, please submit a question as described in paragraph 7.
- 1.7 The Terms of Participation at Attachment 6 will apply throughout this Procurement. They set out further rights and obligations which apply to you and the Authority. You must confirm in the online 'Conditions of Participation' section that you accept the Terms of Participation. If you do not answer Yes to this acceptance you will be excluded from this Procurement.
- 1.8 If you are participating in this Procurement as a member of a Group of Economic Operators, or are using Sub-Contractors please read the guidance in paragraph 6.
- 1.9 The Authority is using an e-Sourcing Suite to manage this Procurement and to communicate with you. No hard copy documents will be issued and all communications with the Authority (including the submission of Tenders) will be conducted via the e-Sourcing Suite. You must ensure that the details of the point of contact you nominate in the e-Sourcing Suite are accurate at all times as the Authority will not be under any obligation to contact any other point of contact.
- 1.10 Your responses to the Selection Questionnaire (Attachment 2) and the Award Questionnaire (Attachment 3) have been designed to be completed on-line in the e-Sourcing Suite. Guidance on how to use the e-Sourcing Suite can be found at Attachment 8. Please note that this is provided only as a link within the eSourcing Suite attachments area.
- 1.11 You are welcome to ask questions or seek clarification regarding this Procurement. See paragraph 7 for details on how to do so. Please make sure you have read all the ITT information and instructions carefully first.

2. THE FRAMEWORK AGREEMENT AND CALL OFF CONTRACTS

- 2.1 This Procurement will result in the award of one successful Potential Provider per Lot of the Framework Agreement. There are two Lots in total. Once the Framework Agreement has been executed (by Lot) those successful Potential Providers will become Suppliers. Although there will be only one Supplier for each Lot, the Authority may ask either Supplier to take on additional work from the other Lot. The circumstances where this request may arise may be where capacity pressures arise, or to assist in prioritising Customers in order to support savings objectives.
- 2.2 The Framework Agreement will enable Customers to place orders with Suppliers for the Services via Call Off Contracts.
- 2.3 The published Framework Agreement (including the Framework Schedules) and Call Off Contract (including the Call Off Schedules) terms and conditions are available at Attachments 4 and 5. Please carefully review these documents so that you fully to understand the rights and obligations they confer on the parties.
- 2.4 Framework Agreement and Call Off Contract terms are non-negotiable, whether during this Procurement or post award. However, you may seek clarification of any points of ambiguity or apparent error in relation to the terms throughout the clarification period (see paragraph 7). If, in its sole discretion, the Authority accepts that there is either ambiguity or error, then it will make appropriate amendment.
- 2.5 Following the Authority's decision to award, the Framework Agreement will be updated to incorporate the Final Tender including (but not limited to) the successful Potential Provider's prices and the approach to delivering the Services.
- 2.6 The Authority will manage the overall performance of the Framework Agreement by Suppliers.

2.7 Customers

- 2.7.1 The Framework Agreement will be available for use by Customers throughout the whole of the UK, including Northern Ireland, Scotland and Wales as described in the OJEU Contract Notice.
- 2.7.2 Any relevant Customer may purchase the Services from any supplier outside of the Framework Agreement. Being appointed to this Framework Agreement does not confer an exclusive right to supply on Suppliers or guarantee that a Supplier will receive any business at all under the Framework Agreement.
- 2.8 The ordering process and further evaluation criteria
 - 2.8.1 Customers can award Call Off Contracts for any of the Services by direct award. The procedure that Customers use to make a direct contract award is set out in the Call Off Procedure at Attachment 5.
 - 2.8.2 All Call Off Contracts awarded by Customers will be subject to the Call Off Contract terms and conditions contained within Framework Schedule 4 Attachment 5 supplemented as appropriate by such additional details as may be necessary and permissible.
 - 2.8.3 The Authority will manage the Supplier's day to day performance of the Call Off Contract it has entered with the Customer.

3. REQUIREMENTS

3.1 **SERVICES**

- 3.1.1 A detailed description of the Services that a successful Supplier will be required to supply is set out in both Annex 1 Statement of Needs (of this document) and at Framework Schedule 2 Services and Key Performance Indicators. A short description is also contained in the OJEU Contract Notice. A copy of the OJEU Contract Notice is published at http://ccs-
 - agreements.cabinetoffice.gov.uk/procurement-pipeline.
- 3.1.2 Annex 1 Statement of Needs is intended to give the Potential Providers bidding for this Tender a full description of the Authority's requirements and includes further details such as:
 - 3.1.2.1 Aims and Objectives of this Framework Agreement
 - 3.1.2.2 Wider Vision
 - 3.1.2.3 Lot Structure
 - 3.1.2.4 The Customer Landscape
- 3.1.3 Framework Schedule 2 Services and Key Performance Indicators has similar content to that contained in Annex 1 Statement of Needs. In addition, it provides the Authority's minimum requirements which the successful Supplier will be required to deliver under the Framework Agreement. For the avoidance of doubt Schedule 2 Services and Key Performance Indicators will form the basis of the successfully awarded Supplier's contractual obligations under the Framework Agreement.
- 3.1.4 The duration of this Framework is thirty six (36) months, with the option to extend up to an additional twelve (12) months.
- 3.1.5 Your organisation or any of your key sub-contractor or consortium members **MUST NOT** sell or resell any technology services and/or **MUST NOT** be an Affiliate of any seller or reseller of any telecoms and technology services that will be managed by the proposed TEM Service to participate in this Procurement.

3.2 LOT STRUCTURE

3.2.1 The Services are the same for both Lots, the Lots have been divided into two (2) based solely on the Customers who can use each Lot namely:

LOT	DESCRIPTION
Lot 1	Central Government
Lot 2	Wider Public Sector

3.2.2 Potential Providers have the opportunity to bid for both Lots. However, in order to ensure that each TEM Solution can run independent of each other and ensuring continuity in the event of technical issues, Potential Providers that are bidding independently for either Lot should not also bid for these Lots as a member of a

Group of Economic Operators. Potential Providers doing so may be required to withdraw the independent bid or the bid may be considered to be non-compliant or the Authority may require the Potential Providers place in the Group of Economic Operators to be removed. For the avoidance of doubt if any Potential Provider decides to bid both independently and as part of a consortia then the Authority reserves the right to exclude either bid.

- 3.2.3 Lot 1 will be awarded first to the highest scoring Potential Provider, then Lot 2 will be awarded to the highest scoring Potential Provider for that competition. Where a Potential Provider is bidding for both Lots and scores the highest for both Lots the Potential Provider will only be awarded Lot 1; then Lot 2 will be awarded to the second highest scoring Potential Provider who tendered for Lot 2.
- 3.2.4 This Procurement will be evaluated in up to five (5) phased events. Each event will be numbered as below in the eSourcing Suite. Please refer to paragraph 4.2 for full details of the procurement timetable. Potential Providers will be able to copy their responses from their previous submissions, for example if no or just minor amendments are required. However please carefully review your responses to ensure there is no corruption of text or omission of content.
 - 3.2.4.1 Event 1, will consist of completion of the Selection Questionnaire. Failure to complete or pass the Selection Questionnaire will mean that Potential Providers will not be able continue in this procurement.
 - 3.2.4.2 Event 2, will consist of submission of an Initial Tender and feedback on Initial Tenders from the Authority to enable the Potential Providers to improve the content of their response when providing Tender 1.
 - 3.2.4.3 Event 3 will consist of submission of Tender 1 (a refined Initial Tender) followed by compliance checking, evaluation of the Tender 1 responses and the selection of the top 4 (four) highest scoring Potential Providers per Lot. Those Potential Providers that are in the top four (4) of each Lot will be invited to a meeting which will consist of a demonstration and negotiation meeting. Please note that if there is any Potential Provider within 1% of the 4th placed Potential Provider's score (rounded up to a whole number); then they will also go through to the demonstration and negotiation meeting.
 - 3.2.4.4 Event 4 will consist of submission of Tender 2 (a refined Tender 1) followed by compliance checking, an evaluation which may result in a recommendation to repeat the process detailed in 3.2.4.3 above. If the process is repeated it will result in the requirement for Potential Providers to submit another Tender (Tender 3 in Event 4A). If there is no recommendation to repeat, Potential Providers will be required to submit their Final Tenders in Event 5.
 - 3.2.4.5 Event 5 will consist of submission of Final Tenders.

- 3.2.5 Events 3, 4 (and 4a if required) will be bespoke to the individual Potential Providers and will include their name and the event number for clarity. Potential Providers will also have bespoke staggered Tender Deadlines (for events 3, 4 (and 4a if required)) in relation to the date of the meeting they attended with the Authority to ensure that Potential Providers have equivalent time to revise their Tenders (if required).
- 3.2.6 The Authority as per Regulation 29 paragraph 16 (b) of the Public Contracts Regulations 2015 reserves the right (following the evaluation of Tender 1 and after the conclusion of the demonstration / negotiation meetings) to ask for the submission of, and award on the basis of, the Final Tender.

4. PROCUREMENT TIMETABLE

- 4.1 The anticipated timetable for this Procurement is set out in the table below.
- 4.2 This timetable may be changed by the Authority at any time. Changes to any of the dates will be made in accordance with the Regulations (where applicable). You will be informed through the e-Sourcing Suite if the Authority decides that changes to this timetable are necessary.

DATE	ACTIVITY			
	EVENT 1			
11/12/2017	Clarification period 1 starts			
19/12/2017	WEBINAR			
13:00.00 GMT 09/01/2018	Clarification period closes (Clarifications Deadline 1)			
13:00.00 GMT 16/01/2018	Deadline for the publication of responses to Clarification 1 questions			
14:59.00 GMT 23/01/2018	Deadline for submission of Selection Questionnaire to the Authority (Selection Submission Deadline)			
09/02/2018	Invitation to Potential Providers successful at Selection Stage to submit Initial Tenders			
	EVENT 2			
10:00.00 GMT 09/02/2018	Open event 2 in eSourcing Suite			
09/02/2018	Clarification period 2 starts			
17:00.00 GMT 14/02/2018	Clarification period 2 closes (Clarifications Deadline 2)			
17:00.00 GMT 19/02/2018	Deadline for the publication of responses to Clarification 2 questions			
13:00.00 GMT 26/02/2018	Deadline for submission of the initial tender to the Authority (Tender Deadline)			
05/03/2018	Invite Potential Providers to Initial Tender feedback meetings			
08/03/2018 – 15/03/2018	Initial Tender feedback meetings (event 3 will be bespoke to allow Potential Providers equal time to revise their responses following feedback and will open on the same day that the Supplier has their feedback meeting)			
EVENT 3				

DATE	ACTIVITY
15/03/2018 – 22/03/2018	Tender 1 Deadlines (deadlines will be staggered as these are bespoke to allow Potential Providers equivalent preparation time (see above explanation))
06/04/2018	Issue invites to demonstration and negotiation meeting for Successful Potential Providers
Demonstration and negotiation meetings (event 4 will be bespoke to allow Potential Providers equal time to revision their responses following demonstration and negotiation meeting and will open on the same day that the Supplier has their demonstration and negotiation meeting)	
	EVENT 4
20/04/2018 – 01/05/2018	Tender 2 Deadlines (deadlines will be staggered as these are bespoke to allow Potential Providers see above explanation)
11/05/2018	Either repeat event 3 resulting in an event 4A and a Tender 3 OR issue invite to submit Final Tender
	EVENT 5
14/05/2018	Event 5 opens
14:59.00 GMT 21/05/2018	Final Tender Deadline
20/06/2018	Issue Intention to Award (ITA)
21/06/2018	Standstill Period commences
02/07/2018	Standstill Period closes
03/07/2018	Framework award

5. COMPLETING AND SUBMITTING A TENDER

- 5.1 To participate in this competitive tendering exercise, you are required to submit a Tender which fully complies with the instructions in this ITT and its Attachments.
- You are strongly advised to read through all documentation first to ensure you understand how to submit a fully compliant Tender.
- 5.3 Remember:
 - 5.3.1 It is your responsibility to ensure that you submit a fully compliant Tender.
 - 5.3.2 You must ensure that you are using the latest versions of this document and its Attachments, as the documentation may be updated from time to time. These will be available in the e-Sourcing Suite and you will be informed when a document or Attachment has been updated by either a message or by reading the Q&A document during the clarification periods.
 - 5.3.3 Allow plenty of time for the entering of responses into the e-Sourcing Suite do not leave it until the day of the Tender submission deadline.
- 5.4 For technical guidance on how to complete questions and Bid Fields, and how to upload any requested attachments please see Supplier Guidance (Attachment 8).
- 5.5 Additional Materials. Documents and Attachments
 - 5.5.1 You must adhere to the following instructions;
 - 5.5.1.1 No additional attachments should be submitted with a Tender unless specifically requested by the Authority.
 - 5.5.1.2 Any additional documents requested by the Authority must only be attached at the question level (not at questionnaire level and not at RFx Attachments) in the e-Sourcing Suite using a unique, unambiguous and relevant file name as specified by the Authority in the question. They must be submitted in the format requested.
- 5.6 Data Entry
 - 5.6.1 A fully compliant Tender must adhere to the following instructions;
 - 5.6.1.1 All responses must be inserted into the relevant Bid Field unless an attachment is additionally permitted. Only information entered into the relevant Bid Field or information provided as an attachment supplied in accordance with the Authority's instructions will be taken into consideration for the purposes of evaluating a Tender.
 - 5.6.1.2 The Tender must be submitted in the English (UK) language.
 - 5.6.1.3 You must answer all questions accurately and as fully as possible, within the word / character limits specified.
 - 5.6.1.4 Where options are offered as a response to a question, you must select the relevant option from the drop down list.

- 5.6.1.5 You must respond to each question individually, you must not cross reference answers across questions or to other materials (e.g. annual company reports located on a web site). Each question answered must be complete in its own right. Any instances of cross-referencing may be scored 0.
- 5.6.1.6 The Authority will disregard any part of a response to a question which exceeds the specified character limit (i.e. the excess will be disregarded, not the whole response). The stated character limit includes spaces and punctuation.
- 5.6.2 The information and documents that you are required to complete and return in order to participate are:
 - 5.6.2.1 Event 1:
 - (I) Selection Questionnaire (Attachment 2)
 - 5.6.2.2 Event 2:
 - (I) Initial Tender (Attachment 3)
 - (II) Pricing sheet (Attachment 3b and/or Attachment 3c)
 - 5.6.2.3 Event 3:
 - (I) Tender 1 (Attachment 3)
 - (II) Pricing sheet (Attachment 3b and/or Attachment 3c)
 - 5.6.2.4 Event 4:
 - (I) Tender 2 (Attachment 3)
 - (II) Pricing sheet (Attachment 3b and/or Attachment 3c)
 - 5.6.2.5 Event 5:
 - (I) Final Tender (Attachment 3)
 - (II) Pricing sheet (Attachment 3b and/or Attachment 3c)
 - (III) Framework Population Template (Attachment 12)
- 5.7 Specific Losses
 - 5.7.1 The Authority will not be liable for any tender submission costs, expenditure, work or effort incurred by a Potential Provider in proceeding with or participating in this Procurement, including if the Procurement process is amended, cancelled or withdrawn by the Authority at any event and/or the Authority decides to not enter into any Framework Agreement.
- 5.8 Confidentiality
 - 5.8.1 Potential Providers must not collude with nor disclose the fact of their intention to submit a tender to other Potential Providers.
 - 5.8.2 The Authority may disclose information provided by a Potential Provider where there is express provision to do so in accordance with Regulation 21 (2).
 - 5.8.3 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 Customer.

6. CONTRACTING ARRANGEMENTS (SUB-CONTRACTORS AND GROUPS OF ECONOMIC OPERATORS)

- 6.1 It is important that your Tender conveys a complete and accurate picture of how the Authority's minimum requirements for legal, economic, technical and professional capacity, as set out in the Selection Questionnaire (Attachment 2), will be satisfied. The Authority needs clarity on how bids are structured in terms of organisations contributing to them.
- 6.2 The Authority is happy to receive and welcomes Tenders from economic operators collaborating as a Group of Economic Operators or sub-contracting elements of their obligations. Where one of these approaches is adopted the remaining provisions of this paragraph must be followed.
- 6.3 The Tender must be completed in the name and 'voice' of the economic operator (as defined in the Regulations) or, in the case of a Group of Economic Operators, the economic operators-members that, if awarded, will ultimately enter into a Framework Agreement with the Authority and therefore assume liability for performance of the Framework Agreement (the **Potential Provider**), subject to paragraph 6.6 below.
- 6.4 With the exception of Sub-Contractors identified in the Tender (and subject to paragraph 6.8), no organisation other than the Potential Provider will be able to provide Services through the Framework Agreement, whether, for example, a group company, subsidiary, parent company, holding company, associated company, franchise or fellow franchisee, strategic partner or organisation in any other relationship with the Potential Provider whatsoever. For the avoidance of doubt, the use of any kind of group companies associated with the Potential Provider can be only as Sub-Contractors identified in the Tender.
- 6.5 Sub-contracting proposals:
 - 6.5.1 You need to complete question 1.2(b) in the Selection Questionnaire if you propose to use one or more Sub-Contractors.
 - 6.5.2 The Authority does not require all Sub-Contractors to be disclosed. You need only disclose those sub-contractors who directly contribute to your ability to meet your obligations under the Framework Agreement (including under any Call Off Contract). There is no need to specify sub-contractors supplying general services to you (such as window cleaners etc.) that only indirectly enable you to perform the Framework Agreement. Please read the definition of Sub-Contractor in paragraph 14.
 - 6.5.3 If you need to rely on the capability and/or experience of one or more Sub-Contractors in your Tender to demonstrate your ability to provide the Services in accordance with the requirements of the question and the Framework Agreement you must inform the Authority in your Tender.
 - 6.5.4 Your Tender must clearly identify when it is relying on a Sub-Contractor in its response to a question, giving the name of the Sub-Contractor and explaining the Sub-Contractor's role, capability and experience as the context of the question requires.

6.6 **Group of Economic Operator proposals:**

- 6.6.1 If a Group of Economic Operators wish to act jointly to provide the Services they may do so with all parties signing the resultant Framework Agreement and assuming joint and several responsibility for performance of the Framework Agreement including any Call Off Contract.
- 6.6.2 Please note that, in accordance with Regulation 19 (6), the Authority may require the Group of Economic Operators to assume a specific legal form for the purpose of concluding the Framework Agreement. In this case, the Authority is also likely to require the members of the Group of Economic Operators to nominate a Framework Guarantor for the single legal entity's performance of the Framework Agreement.
- 6.6.3 The Group of Economic Operators should nominate a Lead Contact to lead the bidding process. If the Group of Economic Operators plans to collaborate on a joint and several basis, then the Group of Economic Operators should nominate a Lead Contact to complete the Tender on behalf of all the other members of the Group of Economic Operators.
- 6.6.4 The Lead Contact should complete question 1.2 in the Selection Questionnaire to provide details of the members of the proposed Group of Economic Operators who will be jointly and severally responsible for the entire contract requirements, including the percentage of contractual obligations assigned to each member of the Group of Economic Operators.
- 6.6.5 Where the Lead Contact relies on the capability and/or experience of one or more members of the Group of Economic Operators to demonstrate the Group of Economic Operators' ability to provide the Services in accordance with the requirements of the ITT and the Framework Agreement, it must inform the Authority in its Tender.
- 6.6.6 More specifically, the Tender submitted by the Lead Contact must clearly identify in response to any question, when it is relying on another member of the Group of Economic Operators, the name of the particular member and explain the member's role, capability and experience as the context of the question requires.

6.7 Queries

- 6.7.1 It is difficult for these instructions to deal with all potential Group of Economic Operators and sub-contracting scenarios. If you are unsure how to classify and communicate your contracting arrangements in your Tender, then you should contact the Authority at the earliest opportunity in accordance with paragraph 7.
- 6.8 Changes to the contracting arrangements
 - 6.8.1 The Authority recognises that arrangements in relation to subcontracting and Groups of Economic Operators may be subject to future change, and may not be finalised until a later date. However, any changes to those arrangements may affect your ability to deliver the requirements. You must tell us about any changes to the proposed sub-contracting or to the Group of Economic Operators. The Authority will assess the new information provided and reserves the right to

- exclude the Potential Provider prior to any award of the Framework Agreement.
- 6.8.2 If you are awarded a Framework Agreement, any changes to arrangements in relation to sub-contracting and Group of Economic Operators arrangements which are made following the award will be dealt with in accordance with clause 29.1.2 of the Framework Agreement (Attachment 4).

6.9 Certificate of Compliance

6.9.1 The Authority requires you as either the Potential Provider or Lead Contact to confirm that each Sub-Contractor and/or member of the Group of Economic Operators named in the Tender has read, understood and complied with the statements contained within the Certificate of Compliance (Attachment 7). You do this in the online 'Conditions of Participation' section. If you do not answer Yes to this confirmation you will be excluded from this Procurement. This provides the Authority with assurance that statements made by or in relation to the Sub-Contractors and/or members of the Group of Economic Operators are accurate and that they have participated in this Procurement in accordance with the ITT and the Terms of Participation (Attachment 6).

7. QUESTIONS AND CLARIFICATIONS

- 7.1 You may raise questions or seek clarification regarding any aspect of this Procurement during the clarification period prior to the Selection Questionnaire clarification deadline 1 and also from the issue of the invitation to submit the Initial Tender to the initial tender clarification deadline 2 (see the Procurement Timetable in set out paragraph 4.2). Questions must be submitted using the messaging facility provided within the e-Sourcing Suite.
- 7.2 To ensure that all Potential Providers have equal access to information regarding this Procurement, the Authority will publish all its responses to questions asked and or clarifications raised by you in the "Attachments" section of the on line e-Sourcing Suite.
- 7.3 If you ask any questions and or raise clarifications please do not refer to your identity in the body of the question.
- 7.4 Questions asked and or clarifications raised may be responded to in batches by the Authority, rather than one at a time.
- 7.5 If you wish to ask a question or seek clarification in confidence you must notify the Authority and provide your justification for withholding the question and any response. If the Authority does not consider that there is sufficient justification for withholding the question and the corresponding response, the Authority will inform you and you will have an opportunity to withdraw the question or clarification. If the question and or clarification is not withdrawn, then the response will be issued to all Potential Providers
- 7.6 You are responsible for monitoring the e-Sourcing Suite and the 'Questions and Answers' document in particular, for any responses to questions, general clarifications or other information issued by the Authority. Answers to such questions may contain important information that could affect how you complete your Tender.
- 7.7 The Authority reserves the right to contact you at any time for clarification on all or any part of your Tender during this Procurement and which is likely to require a prompt response from you.

8. WEBINAR

8.1 A webinar will be held on 5th December 2017. The webinar will provide you with an opportunity to seek clarification on any matters relating to this Procurement and the requirements in an open forum. Further details will be provided.

9. OVERVIEW OF THE EVALUATION PROCESS

- 9.1 Paragraphs 9, 10, 11, 12 and 13 set out and explain the procedure, stages and process by which the Authority will assess your Selection Questionnaire and Award Questionnaire. The evaluation procedure is divided into the following key stages.
 - 9.1.1 Compliance/validation The Authority will check your Tender to ensure it is compliant with the ITT and that your responses are valid. This includes satisfying all the participation requirements listed in the online 'Conditions of Participation' section. Non-compliant Tenders may be excluded from this Procurement by the Authority.

9.2 Event 1 Selection Stage

- 9.2.1 Potential Providers will be required to complete an event 1 Selection Questionnaire (Attachment 2). The Authority will use the information submitted in your response to the Selection Questionnaire to consider your economic and financial standing and technical and professional ability. If you fail to respond fully and accurately your Selection Questionnaire may be deemed non-compliant. The Authority reserves the right to exclude non-compliant Selection Questionnaires from this Procurement.
- 9.2.2 Selection Questionnaire sections 3 and 4 Grounds for Exclusion
 - 9.2.2.1 In certain circumstances the Authority is required by law to exclude Potential Providers from participating in this Procurement. If you cannot answer 'no' to every statement in Section 2 of the Selection Questionnaire (Attachment 2) then, subject to paragraph 9.2.3, your Tender shall be excluded from further participation in this Procurement (except where disproportionately small amounts of tax or social security obligations are involved).
 - 9.2.2.2 The Authority is entitled (in its sole discretion) to exclude a Potential Provider from further participation in this Procurement if any of the statements in response to sections 3 (grounds for discretionary exclusion) of the Selection Questionnaire (Attachment 2) apply. If you cannot answer 'No' to every statement it is possible, subject to paragraph 9.2.3, that your Tender will be excluded from this Procurement.
- 9.2.3 'Self Cleaning' (Covering both mandatory and discretionary exclusion)
 - 9.2.3.1 If a Potential Provider provides sufficient evidence that remedial action has taken place subsequently that effectively "self cleans" the situation, the Authority could decide that that Potential Provider shall not be excluded from this Procurement. As a minimum, you will have to demonstrate that you have:
 - (I) paid or undertaken to pay compensation in respect of any damage caused by any criminal offence or misconduct:

- (II) clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- (III) taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.
- 9.2.3.2 The measures you have taken will be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct.
- 9.3 Selection Questionnaire section 4 Economic and financial Standing
 - 9.3.1 The information you submit in response sections 1.1 Potential Provider Information and 1.2 Bidding Model in the Selection Questionnaire will be used to carry out an assessment of your economic and financial standing. If you indicate in response to question SQ4.1a that a Framework Guarantee will be provided, the Authority will perform an assessment of the proposed Framework Guarantor's economic and financial standing in accordance with this paragraph Error! Reference ource not found.
 - 9.3.2 The Authority uses a credit reference agency as the first step in determining financial risk. The Authority will request a credit reference agency financial risk/failure score based on the information provided in response to the Selection Questionnaire. The report provided by the credit reference agency will be used to determine the level of financial risk you represent. If the score provided by the credit reference agency is 51 or more, the economic and financial standing section of the Selection Questionnaire will be satisfied.
 - 9.3.3 If any of the following circumstances arise:
 - 9.3.3.1 the score provided by the credit reference agency is less than 51:
 - 9.3.3.2 no standard credit reference agency score is available for your organisation,
 - 9.3.4 then the Authority may ask you to provide a copy of your audited accounts for the most recent two years and/or one or more of the following in respect of your organisation or the proposed Framework Guarantor (as the case may be):
 - 9.3.4.1 a statement of your 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;
 - 9.3.4.2 a statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position; and/or
 - 9.3.4.3 an alternative means of demonstrating financial status.
 - 9.3.5 The Authority will use the information described in paragraph 9.3.4, in addition to a detailed credit reference agency report (where available) to assess whether your organisation's or your proposed Framework Guarantor's financial risk is acceptable. This will be performed using the

- Authority's financial assessment template that can be viewed at Attachment 2a Financial Assessment Template, which covers a range of financial risk indicators.
- 9.3.6 If the Authority then determines (in accordance with paragraph 9.3.5) that the financial risk is determined as being acceptable, then the economic and financial standing section of the Selection Questionnaire will be satisfied.
- 9.3.7 If the Authority determines (in accordance with paragraph Error! eference source not found.) that the financial risk is determined as being unacceptable, then the Authority may (in its sole discretion) request that you nominate a Framework Guarantor. If you nominate a Framework Guarantor the Authority will undertake the steps at paragraphs 9.3.2 to 9.3.7 in respect of the proposed Framework Guarantor.
- 9.3.8 Only if, after evaluating all the information requested and provided, the level of financial risk is still deemed unacceptable, or where the requested information at 9.3.4 has not been provided, then you will be excluded from further involvement in the procurement.
- 9.3.9 If you are bidding as Lead Contact for a Group of Economic Operators, the assessment of economic and financial standing will be carried out in respect of each member of the Group of Economic Operators. If one or more members of the Group of Economic Operators is determined as having an unacceptable risk level following this assessment, then the relevant member(s) will be required to obtain a Framework Guarantee. The Authority will undertake the steps at paragraphs 9.3.2 to 9.3.7 in respect of the proposed Framework Guarantor. If a Framework Guarantor cannot be provided and the level of financial risk remains unacceptable, you will be excluded from further involvement in this Procurement.
- 9.4 Selection Questionnaire Section 6 Technical and Professional Ability Previous Supply (Evaluated)
 - 9.4.1 Evaluators will assess responses to the questions in Section 6 and award a 'Pass' or a 'Fail' based on the criteria set out in the Selection Questionnaire and Evaluation Guidance in Attachment 2 and in comparison to requirements as set out in Framework Schedule 2 Services and Key Performance Indicators.
 - 9.4.2 The evaluation of responses will be completed in accordance with the Consensus Marking Procedure.
 - 9.4.3 If, following completion of the Consensus Marking Procedure any response to a question in Section 6 is determined to constitute a 'Fail', the Potential Provider will not proceed to event 2 (as described in paragraph 10) and will be excluded from further consideration for the purposes of this Procurement.
- 9.5 Section 7 Modern Slavery

- 9.5.1 Response to the questions in Section 7 Modern Slavery Act 2015 will be assessed and awarded a "Pass" or a "Fail" based on the response set out below:
 - a) If, following completion of the assessment of the responses to question SQ7.1(a) to SQ7.1(d), the answer is determined to constitute a "Fail", your Tender submission will be excluded from further participation in this Procurement;
- 9.5.2 Section 7- Modern Slavery Act 2015 will be assessed and awarded a "Pass" or a "Fail" based on the criteria set out below:
 - 9.5.2.1 SQ7.1(a) if you meet the minimum turnover requirements stipulated in the Regulations under section 54:
 - (I) You are required to answer "Yes" to SQ7.1(a) and if you answer "Yes" to SQ7.1(b) you are required to provide the relevant website in response to SQ7.1(c);
 - (II) If you answer "Yes" to SQ7.1(b) you are required to provide the relevant website in response to SQ7.1(c);
 - (III) If you answer "Yes" to SQ7.1(b) and provide a url (at SQ7.1(c)) or an explanation that is satisfactory to the Authority (at SQ7.1(d)) then you will be awarded a "Pass"
 - (IV) If you answer "Yes" to SQ7.1(b) and do not provide a relevant link (at SQ7.1(c)) or an explanation that is satisfactory to the Authority (at SQ7.1(d)) then you will be awarded a "Fail".
 - 9.5.2.2 SQ7.1(a), if you do not meet the minimum turnover requirements as stipulated in the Regulations under section 54, you are required to answer "No" to SQ7.1(a) and will be awarded a "Pass", you are not required to provide a response to SQ7.1(b), SQ7.1(c) and SQ7.1(d).
- 9.6 Section 8 Insurances
 - 9.6.1 Response to the questions in Section 8 Additional Questions will be assessed and awarded a "Pass" or a "Fail" based on the response set out below
 - 9.6.1.1 If you answer "Yes" to SQ8.1(a), SQ8.1(b), and/or SQ8.1(c) regarding the levels of insurance cover, then you will be awarded a "Pass". If you answer "No" to SQ8.1(a), SQ8.1(b) and/or SQ8.1(c), then you will be awarded a "Fail" and excluded from further participation in this Procurement. If you self-certify that you meet the contract specific requirements you will be required to provide evidence, if you are successful and awarded a Framework Agreement.
- 9.7 Section 9 Security

- 9.7.1 Response to the questions in Section 9 Security will be assessed and awarded a "Pass" or a "Fail" based on the response set out below:
 - 9.7.1.1 If you answer "Yes" to SQ9.1, SQ9.2, SQ9.3 and SQ 9.4 you will be awarded a "Pass" If you answer "No" to SQ9.1, SQ9.2, SQ9.3 and SQ 9.4 then you will be awarded a "Fail" and excluded from further participation in this Procurement. You will be required to demonstrate that your solution meets the required levels of procedural, policy, data and technical security as detailed in the Framework Agreement Schedule 27.
 - 9.7.1.2 SQ9.5 the Evaluator will assess responses to SQ9.5 and award a "Pass" or "Fail" based on the criteria set out in the links provided within each part of the question. If you answer "Yes" to SQ9.1, SQ9.2, SQ9.3 and SQ 9.4 you will be awarded a "Pass" If you answer "No" to SQ9.1, SQ9.2, SQ9.3 and SQ 9.4 then you will be awarded a "Fail" and excluded from further participation in this Procurement. You will be required to demonstrate that your solution meets the required levels of procedural, policy, data and technical security as detailed in the Framework Agreement Schedule 27.

9.8 Event 2 Initial Tender

- 9.8.1 Potential Providers who are successful at event 1 (Selection Stage) will be invited to submit an Initial Tender (Award Questionnaire and Attachment 3B Lot 1 and/or Attachment 3C Lot 2 Potential Provider pricing sheet) which shall be the basis for all subsequent events.
- 9.8.2 Event 2 will consist of evaluation of the Initial Tender followed by a face to face feedback meeting on the information provided in response to the Award Questionnaire questions and Attachment 3B Lot 1 and/or Attachment 3C Lot 2 Potential Provider pricing sheet(s). The feedback session will last a maximum of one (1) hour. Written confirmation of the feedback given at these sessions will be issued via the e-Sourcing suite within forty eight (48) hours of the feedback meeting being completed. These meetings will only be used to provide feedback, no negotiation will take place. Feedback is only intended to identify any major inconsistencies within the submitted Initial Tender, if no feedback is provided this does not guarantee that a Potential Provider's Tender would be successful.
- 9.8.3 Further details on event 2 can be found in Attachment 1b.
- 9.8.4 Once the conclusion of the feedback meeting has taken place, the Authority will request Potential Providers, who were compliant at Initial Tender, to submit a further improved Award Questionnaire and Attachment 3B Lot 1 and/or Attachment 3C Lot 2 Potential Provider pricing sheet incorporating the clarifications and feedback (Tender 1).

9.9 Event 3 Tender 1

- 9.9.1 All Potential Providers from event 1 will be invited to submit an improved Award Questionnaire and Attachment 3B Lot 1 and/or Attachment 3C Lot 2 Potential Provider pricing sheet (Tender 1).
- 9.9.2 Event 3 will be bespoke to allow Potential Providers equal time to revise their responses following feedback, and will open for each Potential Provider on the same day that the Potential Provider has their feedback meeting.
- 9.9.3 Event 3 comprises of an evaluation of Potential Providers answers to the Tender 1. Further details on event 3 can be found in Attachment 1c.
- 9.9.4 Following evaluation of Potential Provider's event 3 Tender 1 responses, in accordance with the evaluation process set out in Attachment 1b, a maximum of four (4) top scoring Potential Providers from event 3 Tender 1, in both Lot 1 and Lot 2 will proceed to the next event in the Procurement, to complete the demonstration and negotiation meeting. If a Potential Provider has submitted a Tender for both Lot 1 and Lot 2 and is within the top four (4) scoring Potential Providers from event 3 Tender 1, they will be proceed to the next event in the procurement for both Lots 1 and 2.
- 9.9.5 Demonstration. Potential Providers will be required to provide a practical demonstration of their Solution and attend face to face meetings in accordance with Annex 3 Demonstration & negotiation stage guidance (event 3) to this attachment 1a. This demonstration will include references to the answers provided in response to the Award Questionnaire, in particular AQA1; AQB5; AQB7; AQB6 and AQB7. The assessment made by the negotiators with regards to the performance of the system in the demonstrations may have an effect on the scores for AQA1; AQB5; AQB7; AQB6 and AQB7. If the effect of the demonstration assessment results in a score of 0 and/or fail for any mandatory question (see paragraph 11) then the Potential Provider will not be able to progress further in the Procurement.
- 9.9.6 Negotiation. The purpose of the negotiation is to improve the content of the Tender 1 submission to better meet the Authority's needs and objectives as set out in Framework Schedule 2. The negotiation will be an opportunity for open discussion of all aspects of the Authority's requirements, except the minimum requirements and award criteria. Under EU Public Procurement Regulation 29.14 minimum requirements and award criteria shall not be subject to negotiation.
- 9.9.7 Once the conclusion of the negotiations for each Potential Provider has taken place the Authority will open event 4 and request Potential Providers, who proceeded to the demonstration and negotiation stages to submit a further improved Award Questionnaire (Tender 2) incorporating the clarifications and negotiations. These will be bespoke events for each supplier to allow each equal time to submit Tender 2.

9.10 **Event 4 Tender 2**

- 9.10.1 Potential Providers who proceeded to the demonstration and negotiation meetings under event 3 will be invited to submit an improved Award Questionnaire and Attachment 3B Lot 1 and/or Attachment 3C Lot 2 potential provider pricing sheet (Tender 2).
- 9.10.2 Event 4 comprises of an evaluation of Potential Providers answers to Tender 2. Further details on event 4 can be found in Attachment 1d.
- 9.10.3 On completion of the evaluation of Tender 2 there may be two possible outcomes. Either:
 - (I) There will be a recommendation to repeat the process detailed in 9.9 above (or elements of it, such as a further negotiation meeting with each Potential Provider only). This will result in the requirement for Potential Providers to submit a further improved Award Questionnaire (which will be known as Tender 3 and an event 4a created). The process at 9.9 can be repeated as many times as the Authority deems necessary to ensure that Potential Providers submissions meet the Authority's needs and objectives as set out in Framework Schedule 2; or
 - (II) Potential Providers will be notified to submit an event 5 Final Tender, final pricing sheet(s) and a completed Framework Population Template as set out in event 5 Final Tender (Attachment 1e).

9.11 Event 5 Final Tender

- 9.11.1 Potential Providers who are successful (subject to a compliant Tender being submitted) at event 4, will be invited to submit a final Award Questionnaire (Final Tender).
- 9.11.2 Event 5 comprises of an evaluation of Potential Providers answers to the Final Tender. Further details on event 5 can be found in Attachment 1e.

10. AWARD QUESTIONNAIRE (TENDER) EVALUATION

- 10.1 Consideration will then be given to the responses to the Award Questionnaire at event 2, 3, 4 and 5 and evaluated in accordance with this paragraph 10.
- 10.2 The Award Questionnaire evaluations will comprise of:
 - 10.2.1 Mandatory questions
 - 10.2.2 an evaluation of Potential Provider's answers to the Award Questionnaire (**Quality Evaluation**); and
 - 10.2.3 an evaluation of the prices tendered in response to the Price Information (**Price Evaluation**).
- 10.3 The maximum possible score capable of being achieved by a Potential Provider will be 100%, being the combined sum of the percentage achieved for Quality Evaluation and the Price Evaluation respectively i.e. 45 + 55.

11. MANDATORY AWARD QUESTIONS

- 11.1 Mandatory questions are fundamental requirements to this Procurement; therefore Potential Providers must pass these by entering the appropriate response in line with the response guidance for each question in order to progress further in the Procurement.
- 11.2 Question AQA1 asks Potential Providers to demonstrate their capability for each of the seven (7) TEM Services. As these TEM Services are the core requirement for this Procurement any Potential Provider who fails to score above a 0 at any Tender deadline including Initial Tender will not be able to progress further in the Procurement.
- 11.3 Question AQB6 requires Potential Providers to provide reporting and dashboards (a summary of data) for all users (Authority and Customer) according to their access rights. As this is a core requirement for this Procurement, Potential Providers who have not submitted all the screenshots ensuring they are legible) for all the reports listed in Annex 4 Reporting Requirements of this document, as attachments to AQB6 in the e-Sourcing suite, at Tender 1 Deadline will score 0 and will not be able to progress further in the Procurement.

12. QUALITY EVALUATION PROCESS

- 12.1 Consensus Marking Procedure
 - 12.1.1 Tenders that are scored and require evaluation will be evaluated in accordance with the procedure described in this paragraph at both the Selection Stage and the Award Stage.
 - 12.1.2 The Consensus Marking Procedure is a two step process, comprising of:
 - 12.1.2.1 independent evaluation; and
 - 12.1.2.2 group consensus marking.
 - 12.1.3 During the independent evaluation process each evaluator will separately (i.e. without conferring with other evaluators) scrutinise the quality of answers given by you in your Tender. Evaluators will apply the criteria applicable to the question as set out in the evaluation guidance to determine the overall quality of each answer. Each evaluator will then allocate a mark for the answer in accordance with the Marking Scheme applicable to that question. Each evaluator will also provide a justification for the mark he/she attributed to an answer. All of the evaluators' marks and related justifications will be recorded separately in the e-Sourcing Suite.
 - 12.1.4 When the independent evaluation exercise has been completed by all of the evaluators, a group consensus marking exercise will be coordinated by a consensus marker as follows:
 - 12.1.4.1 The consensus marker will review the marks allocated by the individual evaluators together with their justifications for awarding the marks.
 - 12.1.4.2 The consensus marker will arrange for the evaluators to meet and discuss the marks they have allocated to responses provided in the Tender. The consensus marker

- will facilitate discussion among the evaluators regarding the marks awarded and the related justifications.
- 12.1.4.3 During the meeting each evaluator will discuss the quality of the answers given to a question and review his/her justification for attributing the marks having regard to the relevant Marking Schemes at Attachment 2 and Attachment 3. The evaluators will continue discussing the answers until the evaluators reach a consensus regarding the mark that should attributed to each Potential Provider's answer to the question.
- 12.1.4.4 The consensus marker will record the consensus mark and the justification for the consensus mark (in addition to each evaluator's original mark and justification) in the e-Sourcing Suite.
- 12.1.4.5 The process above will be repeated until all applicable answers in the Tender have been consensus marked by evaluators.
- 12.1.4.6 Due to the specialist nature of the security requirements for this Procurement there will only be one (1) evaluator for any security related questions both in the Selection Questionnaire and the Award Questionnaire.
- 12.2 When the Consensus Marking Procedure has been completed, the mark awarded for each response to the component parts will be weighted per question according to the component part weighting as detailed in paragraph 12.4 to obtain the maximum weighted quality score.
- 12.3 Then the maximum weighted quality score for each question they will be added together to determine an overall score for the Quality Evaluation ("Quality Score").
- 12.4 Overview of Quality Evaluation (quality criteria and Maximum Score Available)

Question		Scoring Scheme	Maximum Weighted Score (%)	Maximum Weighted Quality Score (%)
	Section A	A – Scored Qı	uestions	
AQA1	The Solution	100-0 <mark>*</mark>	45	20.25
AQA2	Supporting Services	100-0 <mark>*</mark>	7	3.15
То	otal achievable scores for Se	ction A	52	23.4
	Section	B – Scored Qı	uestions	<u> </u>
AQB1	Roles and Responsibilities	100/50/0	6	2.7
AQB2	Implementation Plan	100/50/0	7	3.15
AQB3	Customer Marketing and Workflow Management	100/50/0	6	2.7
AQB4	Customer On-Boarding Plan	100/50/0	6	2.7
AQB5	Data Gathering/Retrieval	100-0 <mark>*</mark>	6	2.7
AQB6	Reporting	100/50/0	7	3.15
AQB7	Information Security Management Plan	100/50/0	10	4.5
Total achievable scores for Section B		48	21.6	

Total achievable scores for Section A & B combined with Quality weighting applied.	100	45

13. PRICE EVALUATION PROCESS

13.1 Prices submitted by you in Attachment 3B Lot 1 and/or Attachment 3C Lot 2 potential provider pricing sheet will be recorded and evaluated in accordance with the following process exampled below:

Primary Service/ Services	Calculation
Primary Service 1 - Mobile	Pricing model 1 - Fixed Unit Model (FUM)
TEM	The Fixed Unit Model (pricing model 1) is worth 50% of the available score applicable to pricing.
	The lowest price received from all Potential Providers gets a score of 100.00. All other prices are scored against the formula listed in scoring principle 4.3
	E.g. The lowest price of £1.00 scores 100, the next price is £1.50. The formula to determine the score for £1.50 is:
	100 x <u>1.00</u> = 66.67 (Potential Provider FUM score)
	1.50
	The FUM score is weighted at 50% of the total score for Mobile TEM. To work out the FUM weighted score for Mobile TEM we apply the following:
	Potential Provider FUM score x 50 = 33.34 (PP weighted FUM score)
	100 (Max FUM score)
	Pricing model 2 - Gainshare Model (GM)
	The Gainshare Model (pricing model 2) is worth 50%.of the available pricing score. The Gainshare Model has two elements. The fixed unit price provided in

³ Scoring principle 4 = All subsequent Potential Provider prices or percentages are given a score based on the following formula:

100.00 x <u>lowest price/percentage</u> given price/percentage this pricing model is worth 25% and the gainshare percentage is also worth 25%. These are added together to give the 50% of the score applicable to pricing for the Gainshare Model (pricing model 2).

The lowest price received from all Potential Providers gets a score of 100.00. All other prices are scored against the formula listed in scoring principle 4.

E.g. The lowest price of £1.00 scores 100, the next price is £1.50. The formula to determine the score for £1.50 is:

100 x <u>1.00</u> = **66.67** (Potential Provider GM score)

The GM score is weighted at 25% of the total score for Mobile TEM. To work out the GM weighted score for Mobile TEM we apply the following:

<u>Potential Provider GM score</u> x 25 = 16.67 (Potential Providers weighted GM score)

100 (Max GM score)

Gainshare percentage (GP)

The lowest gainshare percentage received from all Potential Providers gets a score of 100.00. All other percentages are scored against formula listed in scoring principle 4.

E.g. The lowest percentage of 1.00% scores 100, the next percentage is 1.50%. The formula to determine the score for 1.50% is:

100 x 1.00 = 66.67 (Potential Provider GP score)

1.50

The GP score is weighted at 25% of the total score for Mobile TEM. To work out the GP weighted score for Mobile TEM we apply the following:

Potential Provider GP score x 25 = 16.67 (PP weighted GP score)

100 (Max GP score)

All three weighted scores above are added together to work out the total Mobile TEM score for the Potential Provider. The maximum total score for Mobile TEM is 100.

33.34(FMU) + **16.67 (GM)** + **16.67 (GP)** = **66.68** Potential Providers Mobile TEM score

Mobile TEM is worth 25% of the total weighted score for Primary Service 1. To work out Mobile TEMs weighted score for Primary Service 1 we apply the following:

66.68 (PP Mobile TEM score) x 25 = 16.67 (PP weighted Mobile TEM score)

100.00 (Max total score for Mobile TEM)

Primary Service 1 - Fixed Line TEM

Fixed unit model is worth 50% and gainshare is worth 50%. Gainshare has two elements - gainshare model which is worth 25% and gainshare percentage which is worth 25% these are added together to give the 50% for gainshare.

Fixed Unit Model (FUM)

The lowest price received from all Potential Providers gets a score of 100.00. All other prices are scored against the formula listed in scoring principle 4.

E.g. The lowest price of £1.00 scores 100, the next price is £1.50. The formula to determine the score for £1.50 is:

100 x 1.00 = 66.67 (Potential Provider FUM score)

1.50

The FUM is weighted at 50% of the total score for Fixed Line TEM. To work out the FUM weighted score for Fixed Line TEM we apply the following:

<u>Potential Provider FUM score</u> x 50 = 33.34 (PP weighted FUM score)

100 (Max FUM score)

Gainshare Model (GM)

The lowest price received from all Potential Providers gets a score of 100.00. All other prices are scored against the formula listed in scoring principle 4.

E.g. The lowest price of £1.00 scores 100, the next price is £1.50. The formula to determine the score for £1.50 is:

100 x 1.00 = 66.67 (Potential Provider GM score)

1.50

The GM is weighted at 25% of the total score for Fixed Line TEM. To work out the GM weighted score for Fixed Line TEM we apply the following:

<u>Potential Provider GM score</u> x 25 = 16.67 (PP weighted GM score)

100 (Max GM score)

Gainshare Percentage (GP)

The lowest gainshare percentage received from all Potential Providers gets a score of 100.00. All other percentages are scored against formula listed in scoring principle 4.

E.g. The lowest percentage of 1.00% scores 100, the next percentage is 1.50%. The formula to determine the score for 1.50% is:

100 x 1.00 = 66.67 (Potential Provider GP score)

1.50

The GP is weighted at 25% of the total score for Fixed Line TEM. To work out the GP weighted score for Fixed Line TEM we apply the following:

Potential Provider GP score x 25 = 16.67 (PP weighted GP score)

100 (Max GP score)

All three weighted scores above are added together. The maximum score for Fixed Line TEM is 100.

33.34 (FMU) + 16.67 (GM) + 16.67 (GP) = 66.68 PP Fixed Line TEM score

Fixed Line TEM is worth 37.5% of the total weighting for Primary Service 1. To work out Fixed Line TEMs weighted score for Primary Service 1 we apply the following:

66.68 x 37.5 = 25.01 (PP weighted Fixed Line TEM score)

100.00 (Max Fixed Line TEM score)

Primary Service 1 - Data Circuit TEM

Fixed unit model is worth 50% and gainshare is worth 50%. Gainshare has two elements - gainshare model which is worth 25% and gainshare percentage which is worth 25% these are added together to give the 50% for gainshare.

Fixed Unit Model (FUM)

The lowest price received from all Potential Providers gets a score of 100.00. All other prices are scored against the formula listed in scoring principle 4.

E.g. The lowest price of £1.00 scores 100, the next price is £1.50. The formula to determine the score for £1.50 is:

100 x 1.00 = 66.67 (Potential Provider FUM score)

1.50

The FUM is weighted at 50% of the total score for Data Circuit TEM. To work out the FUM weighted score for Data Circuit TEM we apply the following:

<u>Potential Provider FUM score</u> x 50 = 33.34 (PP weighted FUM score)

100 (Max FUM score)

Gainshare Model (GM)

The lowest price received from all Potential Providers gets a score of 100.00. All other prices are scored against the formula listed in scoring principle 4.

E.g. The lowest price of £1.00 scores 100, the next price is £1.50. The formula to determine the score for £1.50 is:

100 x 1.00 = 66.67 (Potential Provider GM score)

1.50

The GM is weighted at 25% of the total score for Data Circuit TEM. To work out the GM weighted score for Data Circuit TEM we apply the following:

<u>Potential Provider GM score</u> x 25 = 16.67 (PP weighted GM score)

100 (Max GM score)

Gainshare Percentage (GP)

The lowest gainshare percentage received from all Potential Providers gets a score of 100.00. All other percentages are scored against formula listed in scoring principle 4.

E.g. The lowest percentage of 1.00% scores 100, the next percentage is 1.50%. The formula to determine the score for 1.50% is:

100 x 1.00 = 66.67 (Potential Provider GP score)

1.50

The GP is weighted at 25% of the total score for Data Circuit TEM. To work out the GP weighted score for Data Circuit TEM we apply the following:

<u>Potential Provider GP score</u> x 25 = 16.67 (PP weighted GP score)

100 (Max GP score)

All three weighted scores above are added together. The maximum score for Data Circuit TEM is 100.

33.34(FMU) + 16.67 (GM) + 16.67 (GP) = 66.68 Data Circuit TEM score

Data Circuit TEM is worth 37.5% of the total weighting for Primary Service 1. To work out Data Circuit TEMs weighted score for Primary Service 1 we apply the following:

66.68 x 37.5 = 25.01 (Potential Providers weighted Data Circuit TEM score)

100.00 (Max Data Circuit TEM score)

Primary Service 1

Weighted score for Primary Service 1

100 (max technology score)

Weighted Score The total weighted scores for Mobile TEM, Fixed Line TEM and Data Circuit TEM are added together to give a Potential Providers technology score (maximum technology score is 100).

Weighting 60%

E.g. **16.67** (weighted Mobile TEM score) **+ 25.01** (weighted Fixed Line TEM score) **+ 25.01** (weighted Data Circuit TEM score) **= 66.69** (Technology score)

To work out the weighted score for Primary Service 1 we apply the following:

PP technology score x 60 = weighted score for Primary Service 1

E.g.

66.69 x 60 = 40.01 (PP weighted score for Primary Service 1)

100

Service 2 - Contact Services

Fixed Unit Model (FUM)

The lowest price given receives a score of 100.00. All other prices are scored against the formula listed in scoring principle 4.

Weighting 10%

E.g. The lowest price of £1.00 scores 100, the next price is £1.50. The formula to determine the score for £1.50 is:

100 x 1.00 = 66.67 (Potential Provider FUM score)

1.50

Weighted score for Service 2

To work out the weighted score for Service 2 we apply the following:

Potential Providers FUM score x 10 = weighted score for Service 2

100 (max FUM score)

E.g.

66.67 x 10 = 6.67 (Potential Providers weighted score for Service 2)

100

Service 3 - Personal use Managem

ent

Fixed Unit Model (FUM)

The lowest price given receives a score of 100.00. All other prices are scored against the formula listed in scoring principle 4.

Weighting 5%

E.g. The lowest price of £1.00 scores 100, the next price is £1.50. The formula to determine the score for £1.50 is:

100 x <u>1.00</u> = 66.67 (Potential Provider FUM score)

1.50

Weighted score for Service 3

To work out the weighted score for Service 3 we apply the following:

Potential Providers FUM score x 5 = weighted score for Service 3

100 (max FUM score)

E.g.

<u>66.67</u> x 5 = 3.33 (Potential Providers weighted score for Service 3)

100

Service 4 - Tactical Provisioni ng/Orderi ng

Fixed Unit Model (FUM)

The lowest price given receives a score of 100.00. All other prices are scored against the formula listed in scoring principle 4.

E.g. The lowest price of £1.00 scores 100, the next price is £1.50. The formula to determine the score for £1.50 is:

Weighting 5%

100 x 1.00 = 66.67 (Potential Provider FUM score)

1.50

Weighted score for Service 4

To work out the weighted score for Service 4 we apply the following:

Potential Providers FUM score x 5 = weighted score for Service 4

100 (max FUM score)

E.g.

66.67 x 5 = 3.33 (Potential Providers weighted score for Service 4)

	100
Service 5	Gainshare model for historic billing audit.
- Historic billing audit	(Please note that for the historic billing audit Service this only requires the entry of a gainshare percentage, there is no fixed unit price included).
	The lowest percentage of spend given receives a score of 100.00. All other prices are scored against the formula listed in scoring principle 4.
Weighting 10%	E.g. The lowest percentage of 1.00% scores 100, the next percentage is 1.50%. The formula to determine the score for 1.50% is:
	100 x <u>1.00</u> = 66.67 (Potential Provider GM score)
	1.50
	Weighted score for Service 5
	To work out the weighted score for Service 5 we apply the following:
	Potential Providers GM score x 10 = weighted score for Service 5
	100 (max GM score)
	E.g.
	66.67 x 10 = 6.67 (Potential Providers weighted score for Service 5)
	100
Service 6	Day Rate Model (DR)
- Physical Audit	The lowest price given receives a score of 100.00. All other prices are scored against the formula listed in scoring principle 4.
Weighting	E.g. The lowest price of £1.00 scores 100, the next price is £1.50. The formula to determine the score for £1.50 is:
5%	100 x <u>1.00</u> = 66.67 (Potential Provider DR score)
	1.50
	Weighted score for Service 6
	To work out the weighted score for Service 6 we apply the following:
	Potential Providers DR score x 5 = weighted score for Service 6

	400 / DD)		
	100 (max DR score)		
	E.g.		
	66.67 x 5 = 3.33 (Potential Providers weighted score for Service 6)		
	100		
Service 7	Day Rate Model (DR)		
Snapshot			
Martin de Circo	The lowest price given receives a score of 100.00. All other prices are scored against the formula listed in scoring principle 4.		
Weighting 5%	E.g. The lowest price of £1.00 scores 100, the next price is £1.50. The formula to determine the score for £1.50 is:		
100 x <u>1.00</u> = 66.67 (Potential Provider DR score)			
	1.50		
	Weighted score for Service 7		
	To work out the weighted score for Service 7 we apply the following:		
	Potential Providers DR score x 5 = weighted score for Service 7		
	100 (max DR score)		
	E.g.		
	66.67 x 5 = 3.33 (Potential Providers weighted score for Service 7)		
	100		
Potential Providers Total TEM Score	All seven (7) weighted scores for the Service (Primary Service/Services 1, 2, 3, 4, 5, 6 & 7) are added together giving the Potential Providers total TEM score. So for the examples provided above the Potential Providers total TEM score would be: 66.67		
Potential Providers Final	The formula to work out a Potential Providers Final Pricing score is as follows.		
Pricing	PP total TEM score x 55 = Potential Providers Final Pricing score		
Score	100 (Max total TEM score)		

E.g.

66.67 x 55 = 36.6

100

- 13.2 Successful Potential Providers should be aware that, in line with the Government's Transparency Policy, all prices submitted will be published on the Crown Commercial Service web pages.
- 13.3 Price Evaluation methodology
 - 13.3.1 The Price Evaluation process will be undertaken by different evaluators to those individuals involved with the Quality Evaluation process.
 - 13.3.2 The Price Evaluation process and resultant Final Pricing Score for each Potential Providers will be independently checked and verified by individual(s) not previously involved in this Procurement process.
 - 13.3.3 If a pricing item or pricing scenario you have provided is abnormally low the Authority may reject your Tender. The steps the Authority will take in this event are as follows:
 - 13.3.3.1 to request in writing an explanation of the abnormally low pricing item or pricing scenario, which may include explanations of one or more of the following;
 - a) the economics of the Services provided;
 - b) the technical solutions suggested by you or the exceptionally favourable conditions available to you for the provision of Services;
 - c) the originality of the Services;
 - d) your compliance with the provisions relating to environmental, social, labour laws referred to in regulation 56 (2);
 - e) your compliance with the sub-contracting obligations referred to in Regulation 71;
 - f) the possibility of you obtaining state aid;
 - 13.3.3.2 to take account of the evidence provided by the Potential Provider in response; and
 - 13.3.3.3 to subsequently verify with them the pricing scenario or list pricing item being abnormally low.
 - 13.3.4 In the example given above the Potential Providers Final Pricing Score will be the overall score for the Price Evaluation ("**Price Score**").
- 13.4 Final Score
 - 13.4.1 The Quality Score will be added to the Price Score for each Lot to determine the Final Score for each Potential Provider in the applicable Lot ("Final Score").

13.5 Final Decision to Award

- 13.5.1 Following compliance and evaluation of compliant Final Tenders at event 5, according to the evaluation process set out in this ITT, the Potential Provider who offers the most economically advantageous Tender, for each Lot, based on a Quality Evaluation weighted at 45% and a Price Evaluation weighted at 55% will be awarded a position on the Framework for the relevant Lot bid for (subject to the remainder of this paragraph). Lot 1 will be awarded first to the highest scoring Potential Provider. Should the successful Potential Provider for Lot 1 decline to accept the Framework Agreement, it will then be offered to the next ranked Potential Provider, until it has been accepted. In the event that the highest scoring Potential Provider is the same for both Lots 1 and 2 please refer to paragraph 3.2.3.
- 13.5.2 Once Lot 1 is awarded, Lot 2 will be awarded following the process in 13.5.1. For the avoidance of any doubt, Lot 1 will be awarded first, and the successful Potential Providers for Lots 1 and 2 cannot be the same entity.
- 13.5.3 The Authority will inform all Potential Providers of its intention to award the Framework Agreement via the e-Sourcing Suite.
- 13.5.4 Following a Standstill Period of ten (10) days and subject to there being no substantive challenge to that intention, the Framework Agreement will be formally awarded, subject to contract, to the successful Potential Provider(s).
- 13.5.5 The term Standstill Period is set out in Regulation 87 (2) and, in summary, is a period of ten calendar days following the sending by the Authority (in this instance by electronic means) of the Authority's notice of decision to conclude the Framework Agreement tendered via the Official Journal of the European Union, during which the Authority must not conclude the Framework Agreement with the successful Suppliers. It allows unsuccessful tenderers the opportunity to raise any questions with the Authority that relate to the decision to award before the Framework Agreement is concluded. The Authority cannot provide advice to unsuccessful Potential Providers of the steps they should take.
- 13.5.6 The conclusion of the Framework Agreement is subject to contract (including the satisfaction of any conditions precedent) and subject to provision of due 'certificates, statements and other means of proof' where Potential Providers have to this point relied on self-certification.

14. GLOSSARY

Attachment	means a document made available to Potential Providers in relation to this Procurement via the e-Sourcing Suite;
Authority	means the Minister for the Cabinet Office (Cabinet Office) represented by Crown Commercial Service which is a trading fund of the Cabinet Office whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool, L3 9PP;
Award Questionnaire	means the award questionnaire a copy of which is provided at Attachment 3 and set out in the on line e-Sourcing Suite;
Award Stage	The Authority will assess your response to the Award Questionnaire (Attachment 3) in accordance with paragraph 10;
Bid Fields	mean the bid fields set out in the on line e-Sourcing Suite;
Call Off Contract	means a legally binding agreement (entered into pursuant to the provisions of the Framework Agreement) for the provision of the Services made between a Customer and the Supplier pursuant to Framework Schedule 5 (Call Off Procedure);
Call Off Schedules	means a schedule to the Call Off Contract; (Attachment 5).
Clarification Deadline	means the time and date set out in paragraph 4.2 for the latest submission of clarification questions;
Consensus Marking Procedure	means the evaluation procedure described in paragraph 12.1;
Credit Reference Agency	means an independent organisation (currently Dun & Bradstreet) licenced by the Financial Conduct Authority that holds financial risk information on a broad range of organisations;
Customer(s)	means a body listed in the OJEU Notice who has entered into a Call Off Contract with the Supplier;
Customer On-Boarding Plan	means the plan of that name as agreed between the parties to a Call Off Contract to manage the implementation of the Supplier's provision of the Services to the relevant Customer;
End User	means an individual who uses the Service;
e-Sourcing Suite	means the online tender management and administration system used by the Authority;
Final Score	means the score achieved by a Tender at the conclusion of the Award Stage evaluation calculated in accordance with paragraph 13.2;

Final Tender	means the final tender submitted at Event 5 Final Tender (paragraph 9.11 of this Attachment 1a)
Framework Agreement	means the contractually-binding terms and conditions set out at Attachment 4 of this ITT to be entered into between the Authority and the successful Potential Provider(s) at the conclusion of this Procurement;
Framework Guarantee	means a deed of guarantee in favour of the Authority in the form set out in Framework Schedule 13 (Framework Guarantee) granted pursuant to Clause 8 of the Framework Agreement (Guarantee);
Framework Guarantor	means any person acceptable to the Authority to give a Framework Guarantee;
Framework Period	means the period from the Framework Commencement Date until the expiry or earlier termination of this Framework Agreement;
Framework Schedule	means a schedule to the Framework Agreement;
Group	means in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Holding company and subsidiary shall mean a "holding company" and "subsidiary" that latter term being defined in section 1159 of the Companies Act 2006;
Group of Economic Operators	means a group of economic operators acting jointly and severally to provide the Services;
Information Security Risk Register	means a report produced in accordance with Clause 2.8.14 of Schedule 2 Services and Key Performance Indicatiors, by the TEM Security Working Group (SWG) which includes all issues arising, any incident, and progress of any remediation action and will form the 'Information Security Risk Register (ISRR) of residual risk, including priority by gravity, owners, proposals and target timescales for remediation where relevant'
Initial Tender	means the Award Questionnaire and Attachment 3B Lot 1 and/or Attachment 3C Lot 2 Potential Provider pricing sheet which shall be the basis for all subsequent events;
Implementation Plan	Means the plan of that name described in Framework Schedule 6: (Implementation Plan and Workflow Management Record);
Invitation to Tender or ITT	means this invitation to tender document together with its Attachments, published by the Authority in relation to this Procurement;

Lead Contact	means the member of the Group of Economic Operators who is authorised in writing by each of the other members to that Group of Economic Operators to provide the Tender (including the responses to the Selection Questionnaire and the Award Questionnaire);
Lot	means sub-division of the Customers who will use this Procurement as described in the OJEU Contract Notice;
Management Information or MI	means the management information specified in Framework Schedule 9;
Marking Scheme	means the range of marks that may be given to a Potential Provider by the Authority according to Attachment 2 - Selection Questionnaire, and Attachment 3 - Award Questionnaire;
Maximum Score Available	means the maximum potential score (weighting) that can be awarded for a response to a question as set out in the table at paragraph 12.4;
	means: (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:
Occasion of Tax Non- Compliance	1. a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
•	2. the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
	(b) the Supplier's tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a penalty for civil fraud or evasion;
OJEU Contract Notice	means the advertisement for this Procurement issued in the Official Journal of the European Union;
Order Form	means the order form which contains details of an Order, together with other information in relation to such Order, including without limitation the description of the Services to be supplied and which, together with the Call Off Terms forms a Call Off Contract;
Potential Provider	has the meaning in paragraph 6.3;

Price Evaluation	means part of the Award Stage used to evaluate the charges tendered by a Potential Provider;
Price Score	means the score awarded to a Potential Provider at the conclusion of the Price Evaluation process calculated in accordance with paragraph 13.1;
Primary Services	means the TEM Primary Service provision for the Framework Agreement as described in Schedule 2;
Procurement	means the process used to establish a Framework Agreement that facilitates the supply of the Services to Contracting Authorities as described in the OJEU Contract Notice;
Public Contracts Directive	means Directive 2014/24/EU of the European Parliament and of the Council;
Quality Evaluation	means the qualitative evaluation of a Tender undertaken during the Award Stage;
Quality Plan	shall have the meaning given in (Attachment 4) Framework Agreement Clause 13 (Standards and Quality);
Quality Score	means the score awarded to a Potential Provider at the conclusion of the Quality Evaluation process calculated in accordance with paragraph 12.4;
Regulations	means the Public Contracts Regulations 2015 (http://www.legislation.gov.uk/uksi/2015/102/contents/made
Regulations) [and the Public Contracts (Scotland) Regulations 2012], as amended from time to time;
Role Base Access Control (RBAC)	means an approach taken to retrict system access to authorised Users in computer systems security.
Security Working Group	means the working group which is to be established by the Supplier in accordance with Framework Agreement Schedule 7 Framework Management paragraph 3.1.3 (Governance) to monitor and provide guidance to the Parties during the Information Risk Management Approval of the TEM Information System.
Selection Questionnaire	means the Selection Questionnaire set out in the e-Sourcing Suite;
Selection Stage	has the meaning in paragraph 9.2;
Services	means the Services that may be provided by Suppliers, as set out at Framework Schedule 2;
Service Level Performance Measure	shall be as set out against the relevant Service Level Performance Criterion in Annex 1 of Part A of Call Off Schedule 6 (Service Credit Regime);

Small Medium Enterprise or SME	means an economic organisation falling within the category of micro, small and medium-sized enterprises defined by the Commission Recommendation of 6 May 2003. See also http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/ ;	
Standstill Period	has the meaning as set out in paragraph 13.5.5;	
Statement Of Needs	means the Statement Of Needs set of in Annex 1 of Attachment 1a;	
	means a third party which:	
Sub-Contractor	 a) provides the Services (or any part of them); 	
	 b) provides facilities or services necessary for the provision of the Services (or any part of them); and/or 	
	 c) is responsible for the management, direction or control of the Services (or any part of them); 	
	pursuant to any contract or agreement (or proposed contract or agreement), other than the Framework Agreement or a Call Off Contract;	
Supplier	means a Potential Provider with whom the Authority has concluded a Framework Agreement;	
Suppliers Workflow Management Plan	means the plan and record of all Supplier activities for each Customer when fulfilling their contractual obligation to comply with Schedule 6, Clause 3 of this Framework Agreement.	
Tender	means the Potential Provider's formal offer in response to the Invitation to Tender;	
Tender Deadline	means the time and date set out in paragraph 4.2 for the latest uploading of Tenders;	
Third Party Provider	Companies who the Customer has a contractual obligation with to provide telecoms or other technology services. Such as a Customer's telecom network provider; and	
Voluntary Community Social Enterprise or VCSE	means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.	

ANNEX 1 – STATEMENT OF NEEDS

1. STATEMENT OF NEEDS

1.1. The Statement of Needs provides an overview of the Customer landscape, the aims and objectives of the Framework Agreement and a description of the minimum requirements that a Supplier shall be required to deliver to Crown Commercial Service (CCS) and Customers. The minimum requirements are in bold and italics below, and are repeated within Schedule 2: Services and Key Performance Indicators Part A - Services or directly in the Framework Agreement Terms and Conditions (Attachment 4).

2. CONTEXT AND RISK APPETITE

- 2.1. The Authority believe that it is possible to reduce public sector spend through the application of Technology Expense Management (TEM) methodologies, both within the telecoms sector and across other technology spend. The Authority currently operates a contract for TEM Services, which has shown the potential to make savings and efficiencies for the public sector estate. TEM will build on the lessons the Authority has learnt from our current contract and will scale-up TEM activity to cover the full range of our Customers.
- 2.2. Technology Expense Management (TEM) will be a combination web portal with applications that access Customers' data, organised according to a logical cost centre structure with uniquely identifiable links created and maintained between devices, Services and users.
- 2.3. The data held on TEM includes personal data, commercial information and departmental corporate information. While availability and the cost saving opportunity this affords is very important, it is vital that the integrity and confidentiality of the data held on TEM is protected.
- 2.4. All Data must be held subject to and in accordance with the provisions of the European General Data Protection Regulation (GDPR).
- 2.5. The Authority's risk appetite for regulatory compliance risk is 'cautious' and would avoid practice or process that might lead to a challenge.
- 2.6. The Authority's access level should exclude personal End User information (taking into account GDPR regulations) whilst providing a complete and detailed view of the whole Central Government/Wider Public Sector estate.
- 2.7. The Authority's risk appetite regarding operational integrity is similarly cautious and would give priority to tight management controls all enhancements would be rigorously tested and subject to change control.
- 2.8. The Authority's risk appetite regarding reputation is 'cautious' and is limited to events where there is little chance of any significant repercussion.
- 2.9. The Authority anticipates that TEM will hold large volumes of data from across the Public Sector.

3. SECURITY POLICY FRAMEWORK

- 3.1. The Supplier should be aware that the Authority is bound by the Security Policy Framework (SPF) of 2014 and the Information Security Management Plan Template (ISMP) provided at AQB7 shall be in accordance with its principles:
 - 3.1.1. Protective security should reflect the UK's widest national security objectives and ensure that HMG's most sensitive assets are robustly protected.
 - 3.1.2. Security must enable the business of Government and should be framed to support Her Majesty's Government objectives to work transparently and openly, and to deliver Services efficiently and effectively, via digital services wherever appropriate.
 - 3.1.3. Risk management is key and should be driven from Board level.
 - 3.1.4. Assessments will identify potential threats, vulnerabilities and appropriate controls to reduce the risks to people, information and infrastructure to an acceptable level. This process will take full account of relevant statutory obligations and protections, including the Data Protection Act, Freedom of Information Act, the Official Secrets Act, Equality Act and the Serious Organised Crime and Police Act.
 - 3.1.5. People and behaviours are fundamental to good security. The right security culture, proper expectations and effective training are essential.
 - 3.1.6. Policies and processes will be in place for reporting, managing and resolving any security incidents. Where systems have broken down or individuals have acted improperly, the appropriate action will be taken.

4. AIMS AND OBJECTIVES OF THE FRAMEWORK

- 4.1. TEM is part of the Authority's strategy to deliver central government savings as part of the Government's Commercial Accelerator Programme, which has helped government departments to identify and secure cash-releasing savings through reducing demand as a result of changing internal policies, practices and behaviours.
- 4.2. The Authority's main business objectives are as follows:
 - 4.2.1. There is around £1bn of telecommunications spend in Central Government (2015-16). TEM will initially target 25% of this spend (£250m).
 - 4.2.2.TEM Services will be available to organisations across the Wider Public Sector influencing at least a further £1bn of addressable telecoms spend, with the aim of driving similar benefits.

- 4.2.3.TEM will aim to reduce the cost of telecommunications by at least 20% over a three-year period, subject to Customers wanting to use the Service.
- 4.2.4. Commercial benefits will arise from:
 - Demand reductions e.g. the removal of zero use connections;
 - Cost reductions e.g. changing tariff to match decrease in use or obtaining better rates;
 - Resolving overpayments from historical errors and disputed charges.
- 4.3. The Authority expects Potential Providers to demonstrate an understanding of and support for the above objectives when responding to the Tender. Further information about our priorities can be found at: https://www.gov.uk/government/organisations/crown-commercial-service/about.
- 4.4. The Authority recognises the wider opportunity TEM offers for realising benefits from other technologies beyond telecoms. Although specific objectives have not been set for achieving savings from other technologies, the Authority welcomes solutions from Potential Providers able to provide Services for areas of recurring spend in addition to telecoms.
- 4.5. It is the aim of the TEM project to achieve the above objectives in a cost effective manner whilst complying with all applicable data protection regulations.
- 4.6. Security is of paramount importance to all Services to be delivered under this Framework Agreement. It is mandatory for Potential Providers to demonstrate that they comply with all security requirements stated in this document and elsewhere in this Invitation to Tender and Framework Agreement.

5. WIDER VISION

- 5.1. In the short to medium term TEM will support the achievement of the above objectives by providing the Authority with an insight into what is being spent by Customers on telecoms. The Authority will use data provided by TEM to work with Customers to gain an accurate view of estate infrastructure across government and how this can be "right-sized" to leverage savings.
- 5.2. In the longer term the data will help to inform government commercial strategies for telecoms and technology services, aiming to transform Public Sector behaviours and make best use of Public Sector volumes and user needs.

6. LOT STRUCTURE

6.1. There will be two Lots providing the same Services to different Customer groups:-

6.1.1.Lot 1 - Central Government; 6.1.2.Lot 2 - Wider Public Sector.

6.2. The Lot structure reflects the difference in these Customer groups, in terms of activities, organisational structures and number of employees. A list of the Customer groups can be found below:

Central Government	Wider Public Sector
Cabinet Office	Academies (All types)
Department for Business Energy & Industrial Strategy	Acute Trust
Department for Communities and Local Government	Ambulance Trust
Department for Culture, Media & Sport	Care Trust
Department for Education	Charity
Department for Environment, Food & Rural Affairs	Clinical Commissioning Group
Department for Exiting the European Union	Colleges of Further Education
Department for International Development	Colleges of Higher Education
Department for International Trade	Colleges other
Department for Transport	Commissioning Support Unit
Department for Work And Pensions	County Council
Department of Health	Dental Practice
Executive Agency	Devolved Administrations
Foreign & Commonwealth Office	District Council
HM Revenue & Customs	Education
HM Treasury	Emergency Services
Home Office	Fire and Rescue Authority
Magnox Family	Fire and Rescue Service
Ministry of Defence	GP Practice
Ministry of Justice	Health
NDPB	Health Trust
	Housing Associations
	Local Authority Maintained School (All Types)
	Local Government
	Mental Health Trust
	Non-maintained Schools

Not for Profit
Nursery Schools
Other Education
Parish Council
PCT - Commissioning
PCT - Provisioning
Police
Police Authority
Police Service
Primary Schools
Private Sector Enabler
Public Corporation
Purchasing Consortium
Secondary Schools
Sector Skills Agency
Specialist Schools
State Infant Schools
Strategic Health Authority
Unitary Council
Universities

Please see the below for a more detailed list of the Customer groups:



7. ON-BOARDING ACTIVITY AND PRIORITISATION

- 7.1. The Supplier will be required to work with the Authority to effectively plan, manage and prioritise the pipeline of Technology Expense Management (TEM) activity and for the delivery of the Services to Customers over the term of the Framework Agreement, to support the achievement of the overriding business objectives of the Framework Agreement, as detailed in paragraph 4 of this Annex 1.
- 7.2. All Services 1 7 set out in paragraphs 10, 11, 12, 13, 14, 15 and 16 below appear under both Lots 1 and 2 as described in Schedule 2 Services and Key Performance Indicators. Lot 1 is for Central Government Bodies while Lot 2 is for Customers excluding Central Government Bodies. Where Services 1 7 are referred to in this Annex 1 it applies to that Service under both Lots.

- 7.3. The Supplier(s) will be required to market and promote TEM to Customers with the aim of on-boarding the maximum number of new Customers until the final year of the Framework.
- 7.4. Customer Call Off Contracts for Service 1 will be expected to be for a minimum Call Off Contract Period of one (1) year, in order for the Customer to be on boarded and to gain the full benefit from the TEM Service. The maximum length of a Call Off Contract for Service 1 will be three (3) to four (4) years, if it was let at the start of the Framework Agreement term and depending on the Framework Agreement being extended to four (4) years.
 - It is expected that the TEM platform will cease to be available to Customers when the Framework Agreement ends. This will mean that Call Off Contracts for Services 1, 2, 3 and 4 will expire with the end of Framework Agreement. If a new Call Off Contract is let for Services 1, 2, 3 and 4 in the final year of the Framework Agreement its term must not go beyond the term of the Framework Agreement. The same rule will apply to Extensions to existing Contracts. The Authority will notify the Supplier well in advance of plans to end or extend the Framework Agreement.
- 7.5. This means that there will be no new Call Off Contracts for Services 1, 2, 3 and 4 in the final year of the Framework Agreement. Extensions to existing Contracts will be allowed, provided they do not extend beyond the term of the Framework Agreement. The Authority will notify the Supplier well in advance of plans to end or extend the Framework Agreement.
- 7.6. The Authority will review Supplier's marketing, work flow and on-boarding activity on a weekly basis during the Framework Period to assess how the Supplier's provision of the Services is meeting priorities for realising savings for Central Government Customers.
- 7.7. Where the Authority identifies any capacity pressures arising from either of the Lots the Authority will discuss with the Supplier(s) ways to mitigate these pressures. This may involve the Authority requesting the Supplier on the opposing Lot to provide Services to Customers under the other Lot on a temporary basis.
- 7.8. Only those Customers who have either an existing Call Off Contract, or are in the process of awarding a Call Off Contract, for Service 1 are able to award Services 2, 3 and 4. Any Call Off Contract for Services 2, 3 and 4 will be coterminus with the provision and Call Off contract for Service 1 and will therefore have the same Call Off Expiry Date as that Call Off Contract for Service 1.

8. THE CUSTOMER LANDSCAPE

8.1. The Customer groups present a complex landscape of organisations: activities, structures and estates. For example, a Central Government department can directly control the telephony of its sites and those of its search linked Arm's Length Bodies (ALB's). In other examples this control may be fragmented, so that there is no clear link between sites and linked ALB's. The Supplier will be required to research and understand its Customers in order to deliver a satisfactory TEM Service to support the achievement of overriding business objectives of the Framework Agreement, in paragraph 4 of Attachment 1a Event 1 Invitation to Tender (ITT).

- 8.2. Wider Public Sector bodies cover a range of functions and activities which can be categorised into groups - for example, Health, Education, Local Government and Policing. It cannot be assumed that organisations with similar functions and activities have similar organisational and estate structures. As with Central Government, the Potential Provider will be required to research and understand Wider Public Sector Customers in order to deliver a satisfactory TEM Service to support the achievement of overriding business objectives of the Framework Agreement.
- 8.3. Central Government currently has 25 ministerial departments, 21 non-ministerial departments and 377 Agencies and other public bodies. Details of these may be found at https://www.gov.uk/government/organisations. The spend for this Customer group was estimated to be around £1.04bn in 2015-16⁴.
- 8.4. According to Gov.UK there are an estimated 28,600 organisations across the Wider Public Sector. 2,800 of these organisations spent, between them, around £328m on telecoms services and products through Authority agreements in 2016/17.
- 8.5. Analysis of Wider Public Sector spend (not including Central Government) available on the 'Porge' database estimates spend on "Networks and Communication Services" category totals £1,015m for FY 2015/16.
- 8.6. A further breakdown of spend can be found in the Data Pack, Annex 6.

9. FUNCTIONAL REQUIREMENTS

- 9.1. The Supplier shall be required to provide seven (7) Services to Customers addressing telecoms spend, plus a range of supporting functions as described below.
- 9.2. The Services will be included in a catalogue from which Customers can select and purchase the Services they require. Suppliers will provide prices for these Services as part of this procurement.
- 9.3. The Services detailed at paragraphs 11, 12 and 13 below will not be separately purchased i.e. they shall only be able to be purchased by Customers in addition to a Primary Service.

10. Primary Services

- 10.1. Primary Service 1 Technology Expense Management (TEM)
 - 10.1.1. TEM will be the Primary Service provision for the Framework Agreement. The Supplier will be required to provide the Primary Service via an online portal. This online portal will be compatible with commonly used internet browsers

⁴ Source: Bravo Spend Analytics

- (including, but not limited to Microsoft (Internet Explorer/Edge), Chrome, Safari and Firefox).
- 10.1.2. The online portal must be available for online interrogation on a 24/7 basis, other than during agreed downtime and must be supported during business hours.
- 10.1.3. The Service must provide a database and software to store and organise a range of data relating to a Customer's estate, consumption and spend on relevant telecoms/technology Services, including (but not limited to):-
 - Data from Customers' telecoms/technology Suppliers showing spend, service type, tariff, usage, inventory;
 - Data from Customers showing contractual information, staffing details, inventory, hierarchical/cost centre structure:
 - Data from other relevant sources, such as: rates for benchmarking, market and other commercial information.
- 10.2. The above data types are not exclusive and the Supplier is expected to advise the Authority on the availability of other data sets, which would help to deliver maximum benefits for Customers.
- 10.3. The Service shall collect, normalize, collate and organise this data according to a logical cost centre structure as provided by Customers. The Supplier shall create and maintain uniquely identifiable links between equipment, Services and (where appropriate) End Users. Changes should be made in bulk or individually and a historical record of these amendments kept. The Supplier shall be able to interrogate, adjust and present data where the Customer is invoiced by its Third Party Provider over a range of different invoicing periods (e.g. per billing cycle and quarterly).
- 10.4. Customers must be able to access and interrogate their data via the login portal. The Service shall allow searching and sorting by multiple fields and must be searchable by all fields. It should also provide drill-down dashboards and reports. These shall be configurable in a variety of visual formats (e.g. tabular, graphical, and diagrammatic). Access to data must be restricted by system controls, Customer administrator, or equivalent methods, so that Customers and the Supplier's staff can only see data according to prior agreement.
- 10.5. Obtaining TEM Data
 - 10.5.1. The Supplier will need to obtain permission from the Customer (a letter of authority) prior to accessing, importing and storing TEM data from Customers' telecoms/ technology Third Party Providers.
 - 10.5.2. The Supplier will need to ensure that data can be uploaded, downloaded and exchanged by the Customer, the Authority

- and Supplier via the Supplier's online portal in a secure environment.
- 10.5.3. The Supplier may be required to import data into their solution from the Authority's legacy TEM service, and will be similarly required to export TEM data at expiry or termination of this Framework Agreement to any new Replacement Supplier as per the Supplier Exit Plan (Schedule 15 of Framework Agreement, Attachment 4).

10.6. TEM Outputs and Reports

- 10.6.1. The Supplier will be required to make outputs from TEM accessible and available to both Customers and the Authority in a manner to enable reporting of estate spend in useable and readable format. The Supplier shall, where required by Customers and the Authority provide analysis and reports from the wide range of data, which identifies opportunities for demand and price savings, plus any scope for efficiency and improving compliance with usage policies. Interrogation functions must be available in the Supplier's solution to enable accessible reporting for viewing on-screen and download/ export from their TEM solution into other formats such as Excel.
- 10.6.2. The Supplier will be required to create and maintain inventories with TEM data, linking Customers' devices, Services and (where appropriate) End Users. The inventory must provide the following:
 - An ability to maintain detailed and comprehensive information retaining its' historic integrity to reflect the picture of the estate at any given date;
 - Incorporating all fixed line, mobile, data connectivity and other technology services into one centralised view on the Portal.

10.7. Optimisation and Benchmarking

10.7.1. In addition to providing users with a detailed view of the estate they manage, the Supplier must report to the Customer the range of commercial, procurement and contractual opportunities arising from the data sets analysed. This should include benchmarking against prevailing market rates. The objective being to reduce demand through identifying opportunities to optimise the Customer's estate. This shall include benchmarking against prevailing market rates.

NOTE: The following Services 2, 3 and 4 will only be made available to Customers who are actively receiving Primary Service 1.

11. Service 2 - Contact Services

11.1. The Supplier will provide Services to assist with verifying and correcting Customer records. This Service will include contacting individual End Users in an informative, courteous manner (with the permission of the Customer), using effective forms of communication to confirm the accuracy of the records. Inaccuracies identified will then be corrected on the Customer's inventory.

12. Service 3 - Personal Use Management

- 12.1. The Service shall allow End Users to mark frequently used numbers or services to simplify future verification. The Supplier will provide End Users with details of spend in an easy to navigate electronic format and ask them to identify any personal usage in an easy to use process.
- 12.2. Primarily for telephony usage, but open to application against other relevant technologies.

13. Service 4 - Tactical Provisioning/Ordering

13.1. The Supplier will facilitate the placing and completion of orders for Services or equipment from the Customer's existing contracts. The ordering process will be secure and feature automation wherever possible as well as monitoring of order status. It will complete the ordering process in a timely manner. The Supplier will support the accurate recording of devices in each Customer's inventory, via its online portal.

NOTE: The following Services will be available to Customers on a standalone basis.

14. Service 5 - Historical Billing Audit

14.1. This Service uses a Customer's historic telecoms and other technology billing data to identify any non-compliance with the contractual terms and usage. With the Customer's permission (via a letter of authority) the Supplier will securely access, obtain and analyse the Customer's historical billing data. Using contractual information provided by either the Customer or its telecoms provider, the Supplier will compare data to identify any non-compliance with the relevant contract. A method for secure file transfer between the Customer and the Supplier will be required. A report detailing the areas of potential non-compliance will be made available to the Customer through the secure file system. The Supplier will obtain the Customer's permission to contact the relevant Third Party Provider to resolve pricing, recover money, and any other issues identified in a timely manner. The Supplier will then engage the relevant Third Party Provider to arrange for incorrectly levied overcharges to be repaid to the Customer. The Supplier will only charge for this Service once recovered monies have been returned to the Customer.

15. Service 6 - Physical Audit

15.1. The Supplier will support Customers who need help in constructing and checking/updating their inventories. This Service includes (but is not limited to) the provision of specialist staff to identify Services and equipment at Customer's sites, record devices and support the creation or checking/updating of an inventory on Customer's Premises. An efficient process plan will be drawn up for any works to maximise time efficiency and minimise Customer disruption. A method for secure file transfer between the Customer and the Supplier will be required.

16. Service 7 - Snapshot

16.1. The Supplier will provide Customers with a high level report detailing their telecoms and/or technology estate, which will identify where potential savings opportunities exist. The report will include (but is not limited to) number of devices per billing cycle, cost of estate, annualised cost of estate, zero usage devices, multiple devices, data usage, premium/international usage, benchmarking, and any other potential savings opportunities. A method for secure file transfer between the

Customer and the Supplier will be required. This is not intended as part of Primary Service 1.

17. OTHER TECHNOLOGIES

- 17.1. The Services described above shall apply to telecoms spend as a minimum as specified in each Order Form. Where the Services required also relate to any other areas of the relevant Customer's spend within scope of this Framework Agreement this will also be specified in the relevant Order Form.
- 17.2. Suppliers applying these Services to other areas of technology spend, as part a TEM solution are welcome to provide proposals regarding other technologies within your Tender Response to AQA2.
- 17.3. Services relating to other technologies will not be evaluated in the Tender and it will be at the Authority's discretion whether they are discussed during the negotiation stage of the procurement, or included in the Final Tender.

18. SUPPORTING FUNCTIONS

18.1. Customer Pipeline and Marketing

- 18.1.1. Supplier(s) shall be required to market and promote TEM to Customers with the aim of on-boarding the maximum number of Customers. The Supplier must have a marketing plan which reflects the customer groups being targeted and the Authority's overriding targets for reducing costs across government. The marketing plan will be approved by the Authority before the Supplier's Services go live.
- 18.1.2. The Supplier's marketing plan must cover the following aspects as a minimum:
 - Your goals, including timescales
 - Customer group analysis
 - Macro environmental analysis
 - Your marketing messages and types of content
 - How often you will publish
 - Your methods of publishing and promoting your content.
- 18.1.3. The Supplier(s) will be required to provide an example of the marketing plan in the Final Tender in response to Award Question AQB3.

18.2. **On-boarding Customers**

18.2.1. For both Lots the Supplier(s) shall be required to have a structured approach to on-boarding individual Customers. This approach must be covered in a Customer On-Boarding Plan, which outlines the Supplier's activities, resources and timescales needed to bring Customers onto the TEM Service efficiently and effectively; adhering to Service Levels.

- 18.2.2. The Customer On-Boarding Plan will need to state roles and responsibilities, key personnel (including customer and third parties) and where flexibility is needed. As a minimum the On-Boarding Plan will give details of the stages to on-boarding the Customer: how each stage will be tested prior to go-live, timescales and likely variances. The stages should cover, as a minimum, how aspects of the following will be addressed:
 - Understanding the Customer's estate and agreement on the scope of application of TEM to the estate;
 - Understanding the Customer's contractual position with Third Party Providers;
 - Customer's HR internal approval processes;
 - · Customer's authority to transfer data;
 - Secure file upload and data transfer:
 - Data requirements and formats;
 - Third Party Provider procedure to release data;
 - Inventory creation including valuation;
 - Data cleansing, testing and initial work leading to Customer sign-off;
 - Service levels embedded, account management and meetings scheduled;
 - Issues and escalation procedures;
 - Invoicing and payment arrangements.
- 18.2.3. The Supplier(s) will be required to provide an example of the Customer On-Boarding Plan in the Final Tender in response to Award Questions AQB4.
- 18.2.4. Both the Marketing and Customer On-Boarding Plans will be required to show detailed tasks against a timetable, and include clear allocation of roles and responsibilities, including where tasks lay outside of the Supplier's organisation. Each Plan will require an associated risk register and issues log (RAID) that is kept up-to-date by the Supplier and made available to the Authority and Customers as appropriate.
- 18.3. The Supplier shall be responsible for managing and recording the workflow of TEM Services for each Customer, from initial contact through to invoicing for work undertaken and benefits realised. This workflow function shall support our business objectives (as explained above under on-boarding activity and prioritisation) and will be shared with us on a weekly basis, in order to agree on-going priorities for on boarding Customers.

- 18.4. Workflow and Capacity Management.
 - 18.4.1. The Supplier(s) shall be responsible for planning capacity, managing and recording the workflow of the TEM Service (1) and other Services provided, covering all of its Customers from initial contact through to work completed and benefits realised. This Workflow Management function shall support the Authority's objectives for realising around 20% cost reductions from Central Government telecoms estate over three (3) years, plus benefits realised for Wider Public Sector Customers.
 - 18.4.2. The Supplier(s) shall be required to use their technical knowledge and Customer insight to accurately forecast the activities and resources it needs to on-board the maximum number of Customers and manage Call Off Contracts for the TEM Services covered by this Framework Agreement, throughout its term, whilst maintaining Service Levels for the duration of Call Off Contracts. This Workflow Management function shall cover all Customers and the Supplier is required to record its activities for each Customer, covering the following as a minimum:
 - Marketing to potential Customers:
 - Pre Call Off discussions with Customer regarding Services offered and pricing options;
 - Call Off Contract signed with Customer;
 - Any other Services to be delivered (e.g. Service catalogue number);
 - Due diligence stage completed;
 - Customer's data obtained:
 - Analysis completed;
 - Reports available or provided to customer outlining savings opportunities;
 - Savings realisation plan agreed with customers;
 - Invoicing commences;
 - Call Off with Customer ends exit plan and data returned:
 - Call Off Contracts extended new term stated.
 - 18.4.3. The Authority will provide reference numbers to the Supplier to allocate to Customers. The Supplier's Workflow Management Plan must be in an accessible and readable format. It shall be shared with the Authority, so that progress can be reviewed on a weekly basis.
 - 18.4.4. The Supplier must be flexible and able to respond to the Authority's priorities for on-boarding Customers. This may mean re-prioritising to on-board new Customers which the Authority wishes the Supplier to contract with. Where capacity issues are anticipated the Authority will work with Suppliers from both lots to resolve and re-prioritise Customer On-Boarding Plans.

18.4.5. In addition the Supplier shall support us with the delivery of Customer related activities. This will include attending ad-hoc meetings where technical questions about TEM operations, or security of data, or similar matters are to be discussed. The Supplier shall provide any material required for these activities and will assist the Authority with the production of case-studies, leaflets and presentations.

18.5. Service desk -

- 18.5.1. The Suppler is required to provide a service desk to respond to Customer enquiries and technical issues arising from the Service provided. This will be available from 08:00 to 18:00 (GMT/BST) Monday to Friday excluding bank holidays for England and Wales as defined https://www.gov.uk/bank-holidays.
- 18.6. The Supplier's service desk will be required, as a minimum, to:
 - a) Answer all calls within five (5) rings;
 - b) Have a rating system for all queries e.g. Red, Amber, and Green;
 - c) Answer all emails within forty eight (48) hours with an initial response and fully answer all queries within five (5) working days:
 - d) Provide an agreed escalation route for Customer complaints.
 - e) Pass on any Freedom of Information requests to the appropriate Customer within 24 hours in line with https://www.gov.uk/make-a-freedom-of-information-request.
- 18.7. The Supplier will ensure that their service centre staff are fully trained and aware of the business, architecture and workflows of the Customer base.
- 18.8. The Supplier shall provide all necessary information on the operation and troubleshooting of its solution, for the use of Customers and the Authority. This will include hints/tips and advice about how best to leverage the solution: relevant training materials, overview and frequently asked questions (FAQ's) about the portal and any relevant sample reports. The information shall be made available in an appropriate on-line format. The Supplier shall provide reference and technology manuals e.g. for mobile phones.
- 18.9. In addition the Supplier will provide people-based Services to support the automated part of the Services. These will include (but be not limited to) specialist tasks such as analysis, project management and Customer management. The people who deliver these service are competent to a professional standard.

19. Strategic Information for the Authority

- 19.1. To support the Authority's strategic objectives you will provide access to an area of your online portal where the Authority can access Customer data, excluding personal data (as defined in the GDPR). This area of your online portal will enable the Authority to access and interrogate the data to produce the types of reports detailed in Annex 1 Part 2.
- 19.2. The Supplier will provide to the Authority and Customers a range of specified and ad hoc Management Information reports and dashboards to demonstrate performance against Service Levels as specified in Framework Schedule 26 and Key Performance Indicator's (KPI) stated in Schedule 2 of the Framework Agreement. The reports will be provided in a universally accessible electronic format via the online portal.
- 19.3. The Supplier will also be required to submit per monthly billing cycle, a Management Information return to the Authority detailing spend data from Customer Call Off Contracts. This will be submitted via Authorities Management Information portal (MISO). An example of the data required is at Annex 5 of this document.
- 19.4. A list of the reports required (as a minimum) is at Annex 4 of this document.

20. ADDITIONAL SERVICES

- 20.1. Suppliers are welcome to provide proposals regarding any additional relevant services over and above those outlined in paragraphs 10-16 within your Tender Response to AQC4.
- 20.2. These Services will not be evaluated in the Tender and it will be at the Authority's discretion whether they are discussed during the negotiation meeting, or included in the Final Tender.

21. TECHNICAL REQUIREMENTS

- 21.1. The Supplier shall ensure that all elements of the Service that are delivered online must be compatible with common internet browsers including but not limited to Microsoft (Internet Explorer/Edge), Chrome, Safari and Firefox.
- 21.2. The Supplier shall ensure that the Service is fully inclusive for all users of all abilities in accordance with the Standards. Guidance on this can be found below: https://www.gov.uk/service-manual/helping-people-to-use-your-service/making-your-service-accessible-an-introduction

22. SECURITY REQUIREMENTS

- 22.1. The online portal shall be maintained by persons cleared to at least BPSS clearance. Functionality testing of any changes prior to release will also be by persons cleared to at least BPSS.
- 22.2. The online portal shall be hosted and maintained in line with the Authority's requirements to:
 - (a) Identify threats to privacy, to confidentiality, integrity and availability.
 - (b) Undertake integrity checks on the online portal, alarm arrangements if intrusion, compromise or corruption is suspected.
 - (c) Validate Customer input to prevent injection.
 - (d) Undertake regular assessment against the OWASP top 10 vulnerabilities. (https://www.owasp.org/index.php/Main_Page)
 - (e) Review Customer access, registration, password re-sets, and cookie policy and session management.
 - (f) Identify all cyber and insider threats, including third party and supplier threats.
 - (g) Identify and threats of fraud, naming fraud vectors.
 - (h) Address Legal concerns.
 - (i) Comply with data protection legislation, in particular the Data Protection Act 1998 (DPA) as amended and/or replaced from time to time, and the General Data Protection Regulations (GDPR).
- 22.3. The online portal shall incorporate https with Transport Layer Service 1.2 (to be updated as and when relevant) compliant with X509 v3 public key certification.
- 22.4. Data modules in the databases shall be encrypted to at least FIPS 140-2 full disk encryption standard.
- 22.5. The online portal shall incorporate a cookie policy where the Customer shall be able to decline access to the Services. After notification, the cookie shall collect Customer registration details, preferences, relevant information for Customer surveys.
- 22.6. Reasons for cookie collecting such information.
 - (a) Site improvement.
 - (b) Promotional activity.
 - (c) Market research.

- 22.7. The Supplier shall ensure that sessions on the Service's online portal time out after two (2) hours of inactivity and when the relevant user's browser shuts down.
- 22.8. Development of the online portal is subject to configuration control including security testing. *The Supplier shall subject all major changes to an IT Health Check (ITHC).*
- 22.9. The Supplier shall ensure that the Service:
 - (a) requires Customers to be authenticated by a suitably complex (upper/lowercase, and numeric field) password, to be set up on the user's first registration onto the Service;
 - (b) checks and notifies each Customer of the strength of their chosen password;
 - (c) features a mechanism for Customers to generate new passwords if forgotten i.e. by email or SMS validation of identity;
 - (d) is fully compliant with the advice, Cloud Security Principles, set out by the NCSC.⁵
- 22.10. The Supplier shall ensure that the online portal is hosted by an appropriate provider who shall ensure that:
 - (a) Fully patched web application firewalls (WAF) and protective monitoring tools are incorporated in the design;
 - (b) All infrastructure items, communications equipment, servers and security enforcing devices shall be of the latest model available at Framework Commencement Date and hardware and software patching up to date;
 - (c) A patching strategy is provided with a programme to patch windows servers at a minimum interval of three (3) months and Unix/Linux servers every six (6) months (others to de advised in the patch plan);
 - (d) Antivirus shall be up to date and maintained weekly;
 - (e) Customer databases shall be partitioned without common access from Customers or administrators;
 - (f) Integrity checks on the online portal shall be incorporated as appropriate so as to produce an alarm if any unauthorised code or data is introduced:
 - (g) All input to Customer input fields must be validated before being passed to the underlying applications or database;
 - (h) The database shall be physically or virtually separated from the online portal and underlying application infrastructure by named security enforcing equipment;

⁵ https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles

- (i) The infrastructure must be replicated for development and training and this shall be separated from the 'live' (production) environment by security enforcing functionality;
- (j) All administrators managing the online portal, underlying applications and database platforms and infrastructure must be security vetted to BPSS subject to acceptable use and confidentiality agreement and access shall be by trusted authentication methods:
- (k) The database can be further partitioned where required by Customers in order to separate data considered especially sensitive, higher classification or caveated at a need-to-know level
- (I) Remote logical access shall utilise two factor authentications or biometrics; and
- (m) The infrastructure shall be housed in physically secure data centre(s) approved by the Authority.
- 22.11. The Supplier must provide a certificate where a data centre used in the provision of the Services is included in the scope of compliance to either ISO/IEC 27001 or Cyber Essentials Plus. In this circumstance the data centre itself will not require further inspection.
- 22.12. All equipment used for hosting the online portal, applications and database shall be disposed of securely as advised by the Authority at end-of-life. It shall not be used for any other purpose without Approval of the Authority.
- 22.13. The Supplier shall nominate a governance structure including a Security Manager and Senior Information Risk Owner (Supplier SIRO) within the organisation. Both should have deputies for cover during absence the Security Manager shall be responsible to ensuring day to day scrutiny of development and in-service improvements as well as the escalation of any incident to the Supplier SIRO.
- 22.14. The Supplier shall provide facilities to host a regular TEM Security Working Group (SWG) that shall be attended by at least two representatives of the Authority and those of the Supplier. The Supplier will present a report to include all issues arising, any incident, and progress of any remediation action. This report will form an Information Security Risk Register (ISRR) of residual risk, including priority by gravity, owners, proposals and target timescales for remediation where relevant. The Supplier will issue agendas and provide minutes.
- 22.15. The Supplier SIRO shall be the single point of contact (SPOC) for escalation.
- 22.16. All downloads shall be to authenticated users over https.

- 22.17. The recovery of data should the online portal servers fail must be within four (4) hrs and back-ups must comply with Framework Schedule 27.
- 22.18. Before going live and for all major changes to the online portal the Supplier shall engage a penetration test which shall be conducted by an officially approved CREST6 or CHECK7 team. The Supplier shall then compile and deliver a report detailing the results of the penetration test to the Authority five (5) Working Days prior to proposed 'live' working. All vulnerabilities shall be graded according to HIGH, MEDIUM, LOW and recommendations for remedy included. As a minimum, the penetration test shall check the health of the online portal against OWASP top ten vulnerabilities including:
 - (a) Injection (SQL, PHP etc);
 - (b) **Broken session management**;
 - (c) Cross site scripting (XSS);
 - (d) Direct object reference;
 - (e) **Security misconfiguration**;
 - (f) Sensitive data exposure;
 - (g) Function level access control;
 - (h) Cross site request forgery;
 - (i) Components libraries, software modules availability; and
 - (j) Non-validated requests and forwards;
- 22.19. The Supplier shall ensure that within the Service all Customer Data is kept separate and that each Customer is only authorised to access its own Customer Data (or a subset of that Customer Data, as applicable to their configuration requirements). This will be on a pre-determined need-to-know basis and the Supplier shall ensure the integrity of their Role Based Access Control (RBAC).
- 22.20. The ITHC will include attempts to access data from other subsets and an exercise attempting to escalate privilege from a normal user to another category, including an administrator.

23. REQUIREMENT FOR CONTINUOUS IMPROVEMENT

23.1. In order to promote and assist in the delivery of the Services to the Customers the Supplier shall undertake continuous improvement in line with the provisions of Framework Schedule 12.

24. REQUIREMENT FOR RISK MANAGEMENT

24.1. In order to promote and assist in the delivery of the Services to the Customers the Supplier shall undertake risk management in line with

⁶ http://www.crest-approved.org/

⁷ https://www.ncsc.gov.uk/articles/using-check-provider

Annex 2 of Schedule 2 Part A of the Framework Agreement (Attachment 4).

25. REQUIREMENT FOR BUSINESS CONTINUITY

25.1. In order to promote and assist in the delivery of the Services to the Customers the Supplier shall establish a plan to ensure business continuity in line with the provisions of Framework Schedule 28.

26. SERVICE LEVELS AND PERFORMANCE MONITORING

- 26.1. The Supplier's system shall perform the Services to the Service Levels specified in Framework Schedule 26 and its associated regime for Service Credits within Schedule 6 Part A of the Call Off Contract (Attachment 5).
- 26.2. The Authority will use KPI's to measure performance. The Supplier will provide regular reports to the Authority measuring performance against these KPI's, stated in the Framework (Schedule 26).
- 26.3. Where any of the KPI's are not being met the Supplier will provide the Authority and/or the relevant Customer with a comprehensive plan detailing how the Supplier will improve its performance in order to ensure it meets and continues to meet the KPIs.

27. IMPLEMENTATION OF THE SOLUTION

- 27.1. The Supplier will be required to provide two (2) plans relating to the implementation of the Service (detailed below) which demonstrate the use of structured processes stating what will be done, by whom and when. These will be provided in the Final Tender in answer to question AQB2 and AQB4 of the Award Questionnaire.
- 27.2. The Implementation Plan shall cover the overall planning, coordination and actions to be taken in order for the Services covered by the Framework to be ready and accessible to Customers. It shall include, as a minimum, the following:
 - a) A detailed description of the steps needed to build the TEM platform and reporting function;
 - b) The timetable, process and actions for testing the TEM system plus any additional systems used to deliver the TEM service to customers and the Authority, including supporting services and Customer management (Testing Plan);
 - Key named personnel in the Supplier's organisation who are tasked with implementation, including the project manager with overall co-ordination and delivery responsibility and task/ activity project sub managers;
 - d) Milestones for completing each of the implementation tasks;
 - e) RACI matrix showing roles and responsibilities across the Authority, the Supplier's organisation and Customers, including hand-offs:

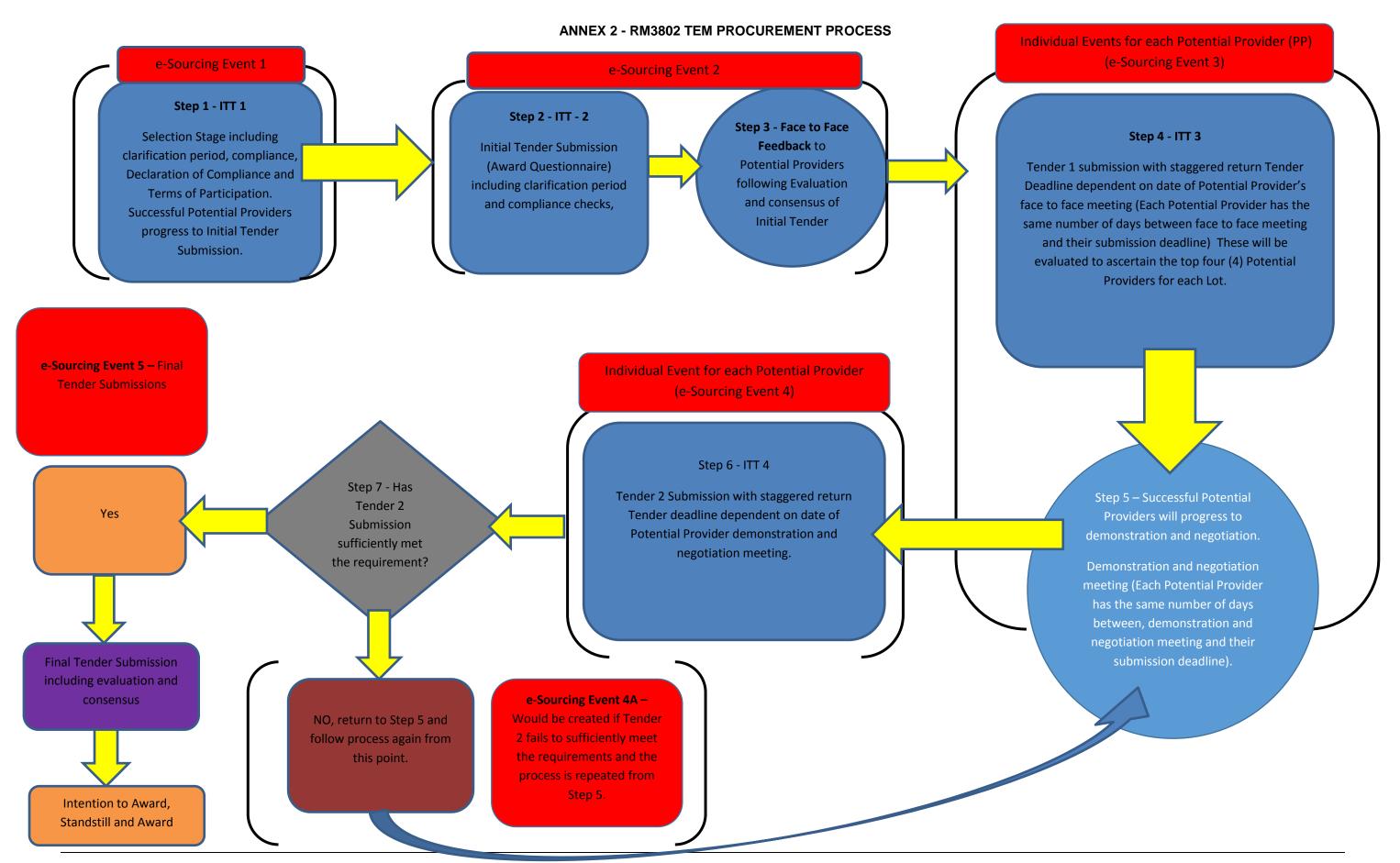
- f) How data will be securely transferred from the Customer's system to the Supplier's system;
- g) How the Supplier handles the transfer of existing data from the previous version of TEM, stating the process to be followed, support given to the Authority and communications needed with the previous Supplier and Customers;
- h) Staffing and training of roles to support the framework services, including security checks. For example, customer account managers, service desk and analysts;
- i) Creation of relevant user guides & training activities associated with the implementation;
- j) Any other resource requirements, including where tasks lie outside of the Supplier's organisation.
- 27.3. The Implementation Plan shall require an associated risk register that is kept up-to-date by the Supplier and made available to the Authority and Customers as appropriate.
- 27.4. The Supplier(s) shall be required to provide an example of the Implementation Plan in the Final Tender in response to Award Question AQB2.
- 27.5. The Customer On-Boarding Plan shall describe how each Customer will be on-boarded to the TEM service. The Supplier(s) shall be required to provide an example of the Customer On-Boarding Plan in the Final Tender in response to Award Question AQB4.
- 27.6. Each of the above plans will be required to show detailed tasks against a timetable, and include clear allocation of roles and responsibilities, including where tasks lay outside of the Supplier's organisation. Each plan will require an associated risk register that is kept up-to-date by the Supplier and made available to the Authority and Customers as appropriate
- 27.7. The Supplier will be required to provide a Quality Plan prior to Framework Commencement Date. This will cover in detail the identification, interaction, control, monitoring, analysis and improvement of the key business processes. These processes are managed to ensure:
 - a) Control methodologies are in place and effective,
 - b) Adequate resources are available,
 - c) Non-conformities are prevented,
 - d) Measurable Key Performance Indicators ("KPI's") are met.

28. ROLES AND RESPONSIBILITIES

28.1. The table below describes roles and responsibilities of each party. This is not intended to be a complete and comprehensive list of the tasks, roles and responsibilities, but is indicative of the requirement. The areas of overlap will be discussed during the negotiation stages of the procurement. An agreed table will be inserted in the Framework Agreement following award.

Authority	Customer	Supplier
 Works with Supplier to manage implementation of the Framework Agreement Service. Sign-off plan when satisfied. Facilitate engagement with the Customer. Receives overarching data on usage, spend and savings. Manages and owns Customer on boarding pipeline. Provides friendly challenge and advice to Customer on making changes. Manages supplier performance at framework level. 	 Raises Call Off with Supplier Shares technology billing data and organisational data with the Supplier Responds to Supplier's recommendations for savings, being prepared to make changes. Decides on course of action to realise savings. Checks invoices and pays for Call Off Services. Managing disputes with Supplier, escalating to the Authority when not resolved. 	 Implements TEM and Supporting Services for the Framework Agreement Markets the Service in collaboration with the Authority. Enters into Call Off arrangement with Customer. Works with the Authority to develop on boarding pipeline. On-boards Customers using agreed plan. Engage with telecoms/ technology providers to access data. Reports and recommends estate intelligence and scope for savings Works with Customer and the Authority to resolve disputes. Undertakes User Acceptance Testing and maintains security of data.

timescales.



ANNEX 3 - RM3802 TEM EVENT 4 DEMONSTRATION & NEGOTIATION STAGE GUIDANCE

Please see a sepo	arate Attachment wi	ithin the eSourcir	ng Suite Attachm	nents area.

ANNEX 4 - REPORTING REQUIREMENTS

1. Reporting for the Customer

- 1.1. The following table is indicative only, but represents the type and content of reports which will be required depending on the proposed solution.
- 1.2. In addition to the following reports, the portal will be required to facilitate the creation of customised, individual reports to fit ad hoc Customer requirements.

Report number:	Service covered:	Report to show:	Minimum Frequency:	
High Leve	el Reporting			
001.	Service 1.	Trend and forecast spend linked with contractual and budgetary obligations (Customer specific) at all levels of granularity including anomalies/spikes in charges.	Per billing cycle.	
002.	Service 1, 2, 3, 4 and 5.	Record of savings opportunities and results achieved in a preagreed format set by the Authority to include, but not be limited to: zero usage (with clear definition); termination of services; tariff optimisation against existing contractual options; asset redeployment; and error corrections.	Per billing cycle.	
003.	Services 1 and 6.	Asset inventory detailing anomalies using URN (unique reference numbers) to consolidate information across service types (e.g. mobile, fixed line, data).	Per billing cycle.	
004.	Service 1 and 5.	Identify, track and correct discounts, credits and incorrect tariffing as they occur.	Per billing cycle.	

005.	Service 1, 3, 4 and 5.	Potential misuse/fraudulent use of devices/services.	Per billing cycle.	
006.	Service 1, 2, 3, 5 and 6.	Services/devices charged that do not belong to the Customer.	Per billing cycle.	
007.	Service 1	Spend breakdown to lowest level of granularity - e.g. by phone number, tariff.	Per billing cycle.	
008.	Service 1	Contractual spend commitments at all levels of granularity where contractual obligations exist.	Per billing cycle.	
009.	Service 1	Benchmarking of services against the Authority's Frameworks to highlight re-procurement opportunities.	Per billing cycle.	
010.	Service 1	Pending contract expirations at all levels of hierarchy.	Per billing cycle.	
Detailed	Reporting			
011.	Service 1 and 3.	Call detail report.	Per billing cycle.	
012.	Service 1 and 3.	Cost allocation based reports.	Per billing cycle.	
013.	Service 1 and 3.	Service type per user (e.g. mobile, fixed line, data connections).	Per billing cycle.	
014.	Service 1.	Most expensive usage (at telephone level granularity) (as appropriate and number of	Per billing cycle.	

		connections reported agreed with Customer).	
015.	Service 1.	Most expensive data spend (to telephone number granularity) (as appropriate and number of connections reported agreed with Customer).	Per billing cycle.
016.	Service 1.	Reports on data volumes against timeframe consumed where information is available.	Per billing cycle.
017.	Service 1 and 3.	Location usage reports (as appropriate) to include but not limited to: number and type of active circuits per location; number of calls originating per location; location status (open, closed, relocation); line status (active, disconnected, order pending); lines by carrier; and reports on feeds from call-logging engines to produce reports for PBX type extensions.	Per billing cycle.
018.	Service 1 and 5.	Third Party Provider Disputes and Supplier Service Credits tracked to resolution.	Per billing cycle.
019.	Service 1 and 2.	Exception reporting where the inventory does not match the invoice.	Per billing cycle.
020.	Service 1.	Notification of missing or duplicated invoices from Third Party Providers.	Per billing cycle.

021.	Service 1.	Any new Billing Account Numbers added since last billing period;	Per billing cycle.
022.	Service 1.	MACD (Moves, Adds, Changes, Deletions);	Per billing cycle.
023.	Service 1.	Staff who have not signed up to the current policy (e.g. acceptable use policy, monitoring policy)	Per billing cycle.
024.	Service 1, 3, and 6.	All circuits and services within a location and provide reports to facilitate a physical audit;	Per billing cycle.
025.	Service 1 and 3.	Data obtained from call collection devices or from analytical devices monitoring circuits. (As appropriate)	Per billing cycle.
026.	Service 1 and 3.	Call class reports where data is available (e.g. mobile to mobile same network/mobile to other network/mobile to PSTN/PSTN to PSTN, etc);	Per billing cycle.
027.	Service 1 and 3.	Traffic reporting, and provide standard analytic reports on trunk and gateway utilisation, traffic volumes by time of day and day of week, etc. (As appropriate)	Per billing cycle.

1. Reporting for the Authority

- 1.1. The following table is indicative only, but represents the type and content of reports which will be required depending on the proposed solution.
- 1.2. In addition to the following reports, the online portal will be required to facilitate the creation of customised, individual reports to fit ad hoc Authority requirements.
- 1.3. All of these reports will be required to illustrate the Services at an overall Central Government/Wider Public Sector view and a breakdown per Customer.

Report number:	Service covered:	Report to show:	Minimum Possible Frequency:
1. High Le	vel Reporting		
Α.	Service 1.	Trend and forecast spend per Customer both linked with contractual and budgetary obligations (Customer specific) at all levels of granularity including anomalies/spikes in charges.	Per billing cycle.
B.	Service 1, 2, 3, 4 and 5.	Record of savings opportunities and results achieved per Customer. These will be in a pre-agreed format set by the Authority and will include, but not be limited to: zero usage (with clear definition); termination of services; tariff optimisation against existing contractual options; asset redeployment; and error corrections.	Per billing cycle.
C.	Service 1 and 5.	Record of identified discounts, credits and incorrect tariffing per Customer. Report to include track these to completion.	Per billing cycle.
D.	Service 1, 3, 4 and 5.	Record potential misuse/fraudulent use of devices/services per Customer.	Per billing cycle.

E.	Service 1, 2, 3, 5 and 6.	Record of number of services/devices charged that do not belong to the Customer.	Per billing cycle.
F.	Service 1	Record of spend breakdown to lowest level of granularity without divulging personal details - e.g. by tariff.	Per billing cycle.
G.	Service 1	Record of contractual spend commitments per Customer at all levels of granularity where contractual obligations exist.	Per billing cycle.
H.	Service 1	Benchmarking of services against the Authority's frameworks to highlight reprocurement opportunities.	Per billing cycle.
I.	Service 1	Record of pending contract expirations per Customer.	Per billing cycle.

ANNEX 5 - MISO TEMPLATE



ANNEX 6 - DATA PACK

Organisation	Data Access	Mobile	Fixed Line	Grand Total
Local Government	£317.23m	£80.95m	£194.47m	£594.42m
Central Government	£215.17m	£62.06m	£162.77m	£440.44m
Department 01	£213.17111	202.00111	2102.77111	2440.44111
Central Government	£154.80m	£30.26m	£193.60m	£378.98m
Department 02				
NHS	£186.84m	£65.66m	£79.31m	£335.05m
Central Government	£121.52m	£33.52m	£113.58m	£272.96m
Department 03	COO 45 mg	070.05	007.00	COE4 24 m
Police	£90.45m	£73.25m	£87.23m	£251.31m
Devolved	£109.11m	£24.87m	£67.55m	£202.05m
College and University	£129.43m	£23.58m	£34.06m	£188.17m
Central Government Department 04	£81.17m	£15.47m	£69.06m	£166.37m
Central Government Department 05	£36.95m	£2.16m	£68.22m	£107.60m
Central Government Department 06	£53.12m	£5.26m	£46.98m	£105.45m
Central Government Department 07	£26.14m	£0.47m	£43.88m	£70.52m
Central Government Department 08	£29.96m	£4.35m	£22.12m	£56.48m
Central Government Department 09	£36.23m	£4.33m	£12.86m	£53.56m
Central Government Department 10	£26.93m	£5.09m	£13.81m	£46.00m
Central Government Department 11	£22.27m	£5.34m	£11.67m	£39.43m
Central Government Department 12	£22.08m	£5.20m	£9.79m	£37.19m
Fire	£12.83m	£11.45m	£10.58m	£34.92m
Central Government Department 13	£17.12m	£4.39m	£6.38m	£28.04m
Central Government Department 14	£8.51m	£1.41m	£8.79m	£18.79m
Central Government Department 15	£2.13m	£0.94m	£1.36m	£4.43m
Central Government Department 16	£1.71m	£0.56m	£0.73m	£2.99m
Central Government Department 17	£0.82m	£0.25m	£0.87m	£1.95m
Totals	£1702.50m	£460.81m	£1259.67m	£3437.10m

Information obtained and anonymised from GlobalData in a report prepared for the Authority to cover public sector market sizing covering 2015/16. It was created in April 2017.

ANNEX 7 – COMMERCIAL BENEFITS TEMPLATE

