



Intellectual
Property
Office

INVITATION TO QUOTE
FOR USABILITY TESTING
OF IPO ONLINE WEB APPLICATIONS

IT-2015-71

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1. INTRODUCTION

1.1. Intellectual Property Office (IPO)

- 1.1.1. IPO (an operating name of the Patent Office) is an Executive Agency of the Department for Business, Innovation and Skills (BIS). It aims to stimulate innovation and enhance the international competitiveness of British industry and commerce. It offers customers an accessible, high quality, value for money system both nationally and internationally, for granting intellectual property rights.
- 1.1.2. The IPO is a highly successful organisation which, over its history, has adapted its approach and services to meet changing demands. Its core business and products deliver high quality, cost effective Intellectual Property (IP) rights to customers and its success in these core areas is tied to a much wider range of activities, such as awareness-raising and enforcement. Its customers operate within both the UK and global economies. Further information about the IPO can be found on its website at: <https://www.gov.uk/government/organisations/intellectual-property-office>
- 1.1.3. The number of people currently employed by the IPO is approximately 900. It is based at three sites: Newport, South Wales; a front office at Abbey Orchard Street, London and a file repository at Nine Mile Point, Cwmfelinfach, South Wales. It is primarily located at the following site:

1.2. Concept House

- 1.2.1. The headquarters of the IPO is located at Concept House, Cardiff Road, Newport, South Wales, NP10 8QQ. The office is approximately 3 km south-west of the city centre.

1.3. Directions

- 1.3.1. Directions to the IPO sites is available at:

<https://www.gov.uk/government/organisations/intellectual-property-office/about/access-and-opening#travel-directions>

2. INSTRUCTIONS ON BIDDING PROCEDURES

2.1. Instructions

- 2.1.1. These instructions are designed to ensure that all bidders are given equal and fair consideration. It is important therefore that you provide all the information requested in the format and order specified.

2.2. Procurement Information

- 2.2.1. All queries regarding this requirement must be submitted via e-mail to:-

[REDACTED]
Procurement Manager
Intellectual Property Office
Tel: [REDACTED]
E-Mail: [REDACTED]

- 2.2.2. Under no circumstances should queries be directed to any other member of IPO staff.

2.3. Deadline for receipt of bids

- 2.3.1. The deadline for receipt of bids is **3.00pm, Friday 3rd July 2015**.
- 2.3.2. IPO reserve the right not to accept bids received after this deadline.

2.4. Incomplete bid

- 2.4.1. IPO may reject your bid if it does not provide the information requested.
- 2.4.2. IPO may reject your bid if it does not provide the information in the exact format requested.

2.5. Acceptance of bid

- 2.5.1. IPO does not bind itself to accept any bid and reserves the right not to accept a bid for part or all of the requirements.

2.6. Communications

- 2.6.1. Nothing herein or in any communications made on behalf of IPO shall be taken as constituting a contract, offer or representation between IPO and any party (save for a formal award of contract made in writing by or on behalf of IPO), nor shall they be taken as constituting a contract, offer or representation that a contract shall be offered in accordance herewith or at all.

3. BACKGROUND TO THIS PROCUREMENT

3.1. Background Information

- 3.1.1. The Intellectual Property Office is embarking on a portfolio of change aimed at modernising our patents and designs technology, business processes and the way in which we deliver our services. This is in response to strong demand from our customers to use our services digitally.
- 3.1.2. We are aiming to deliver a number of services (both new and updated) that will each contribute to the overall success of the change portfolio. Some of these projects are either planned or have already started and this portfolio of projects is called TRIPOD - Transforming the IPO Digitally.
- 3.1.3. In support of delivering these projects we need to provide user testing to ensure that we are:
 - i. developing services and online content to meet customer need; and
 - ii. improving the implementation of digital services and driving up efficiency and value.
- 3.1.4. The IPO customer base may be segmented at a high level by their level of Intellectual Property knowledge into 2 discrete groups: IP Professionals and Occasional users.
- 3.1.5. We want to run two usability studies to determine whether customers at both ends of web sophistication and IP knowledge are able to successfully complete the online application forms.

3.2. Apply for a Patent

- 3.2.1. As part of TRIPOD, IPO is redesigning the way in which customers will apply for a patent online and is introducing a new online patent form which will replace the existing web form.
- 3.2.2. The current service is accessible from:
<https://www.gov.uk/apply-for-a-patent>
- 3.2.3. IPO currently receives approximately 23K patent applications per year with approximately 32% of these applications filed through the web channel and 11% on paper. The remaining 57% are filed using third party European Patent Office (EPO) Eolf software.
- 3.2.4. EPO software is dominated in its use by IP Professionals.
- 3.2.5. For applications submitted online via the web, individuals account for 45% of these applications the remaining 55% are filed either by IP professionals from smaller attorney firms or other organisations/corporate entities.

3.3. Apply for a Design

- 3.3.1. The IPO is also redesigning the way in which customers will apply for a design. Currently this service is only available on paper.
- 3.3.2. IPO currently receives approximately 5K design applications per year.
- 3.3.3. Of those applications submitted approximately 20% are filed by IP professionals and 80% from either businesses or private individuals.
- 3.3.4. Approximately 51% of design applications have a 'person' as the registered owner and 46% a 'private' limited company.

4. DESCRIPTION OF THE REQUIREMENTS

4.1. Usability Study 1: Apply For A Patent

- 4.1.1. The Tenderer will be required to recruit IPO customers to take part in the usability study.
- 4.1.2. At this stage we envisage recruitment of 6 customers with a range of web sophistication:
- i. 1 person who has an idea/invention and would be interested in filing a Patent or who have previously filed and would seek to do this independently of an agent.
 - ii. 2 small business owners (entity) who would be interested in applying for a Patent and would seek to do this independently of an agent.
 - iii. 2 Patent professionals, including at least 2 Attorneys and 1 Records or Formalities Manager.
 - iv. 1 person aged over 60 and preferably a semi-retired private inventor for Assisted Digital (AD) walk-through by phone.

4.2. Usability Study 2: Apply For A Design

- 4.2.1. The Tenderer will be required to recruit IPO customers to take part in the usability study.
- 4.2.2. At this stage we envisage recruitment of 6 customers with a range of web sophistication.
- i. 1 x self employed designers who have previously registered a design independently of an agent.
 - ii. 1 x self employed designers who would be interested in applying to register a design and would seek to do this independently of an agent.
 - iii. 2 x SMEs who have the responsibility for filing applications within the company or business and are either interested in filing or have previously filed an application to register a design.
 - iv. 1 x either a Trade Mark/Patent professionals/Formalities Manager who have previously applied to register a design.
 - v. 1 x self employed designer interested in applying for a design independently of an agent with low web sophistication for AD walk-through by phone

[Note: previous applicants may have filed with OHIM (Office for Harmonisation in the Market) which will provide European protection for their design. These are also suitable candidates for testing]

4.3. Design And Run The Usability Studies

- 4.3.1. The Tenderer will be required to design and run each usability study. As a minimum the IPO anticipates this should include:
- i. Determining whether customers can successfully complete a range of scenarios for a patent application form/design application form (relative to study) using an interactive prototype developed by the IPO.
 - ii. Gathering feedback on design and language issues found and suggestions for improvement;
- 4.3.2. Tenderers must include any other aspects of the usability study that they anticipate will be required to gain maximum value from the session. Tenderers may also include any other issues that it feels would be appropriate for the IPO to consider in this work.

4.4. Design Of The Customer Sessions

- 4.4.1. The IPO will provide input to the design of the customer sessions in order to gather the feedback in a constructive and usable format.
- 4.4.2. The IPO will provide a 'live' online link to the prototype which is hosted by the IPO and is accessible with username and password access (will be provided). The IPO will also provide a recommended list of scenarios for customers to attempt.
- 4.4.3. Info centre support team member available on a direct dial number for the AD support walk through.
- 4.4.4. We anticipate this will involve 2 days of usability testing and the Tenderer is invited to recommend a suitable location.
- 4.4.5. The IPO anticipates that at the end of the usability session the facilitator will analyse the feedback and then, based on that, prioritise the changes that we need to make to resolves key issues that emerge.
- 4.4.6. The IPO would like the facilitators to share best practice with the group.
- 4.4.7. Up to 8 stakeholders from IPO would like to observe one of the 2 days of testing. The other day can be conducted unobserved.

4.5. Report Of The Exercise And Outcomes

- 4.5.1. The report to be produced by the successful Tenderer as a result of this exercise must be written in a way that can be used by IPO and the Product Owner and additionally that can be understood by senior IPO managers.

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4.5.2. We would therefore expect the report to:

- i. Report on successful and unsuccessful completion of application by customer type – including selection of correct application option and completion for a given scenario;
- ii. Explain the problems identified;
- iii. Recommend solutions to overcome the problem; and
- iv. Reference any applicable standards or best practice.

4.6. Timing

4.6.1. Usability Study 1: Apply For a Patent

- i. We require the usability session to be run during the first 2 weeks of August 2015 (ideally week commencing 10th August) with the report being issued within 3 working days of the completion of the usability session.

4.6.2. Usability Study 2: Apply For a Design

- i. We require the usability session to be run during the week commencing 7th September 2015 with the report being issued within 3 working days of the completion of the usability session.

4.7. Information required from Tenderers

4.7.1. With the above information in mind Tenderers must provide the following information as part of their proposal:

- i. A proposal on how the usability study will be undertaken, with a timetable and format of the day;
- ii. Charges (see section 5 below);
- iii. CVs of the proposed candidate(s) who will work with the IPO.

4.7.2. If Tenderers feel any other information will be of use to the IPO this may be included also.

4.8. Bid Preparation

4.8.1. Given the short timescales allowed for response to this ITQ and the relatively straightforward nature of the requirements, Tenderers should note that the IPO are NOT expecting excessively large or detailed proposals in response to this ITQ.

4.8.2. The IPO does however consider this an important piece of work and Tenderers should still aim to satisfy the requirements within this ITQ as fully as possible.

5. CHARGES

5.1. Purpose

5.1.1. The purpose of this Section is to define the information that you must supply in respect of your proposed charges.

5.2. Composition

5.2.1. The charges proposed by the Tenderer should include a fixed price for conducting the full usability sessions and production of the subsequent reports.

5.2.2. A full breakdown of these charges should be provided and as a minimum include:

- i. The roles required;
- ii. The number of days required per role (including production of the final reports);
- iii. The charge per day for each of the roles required;
- iv. Charges for any software or equipment used;
- v. Any further services considered by the Tenderer to be required to achieve a successful completion of the usability sessions; and
- vi. An overall fixed price cost for the successful delivery of usability sessions;

5.2.3. If the Tenderer is able to satisfy the requirements of this ITQ with various different options, these options may be included but must be clearly listed and allow the IPO to determine the exact costs of what is being proposed.

5.3. Instructions

5.3.1. Expenses (if any) should be detailed at IPO standard rates, shown in Section 5.4.

5.3.2. To avoid doubt, all costs not listed within your bid will be deemed to have been waived.

5.3.3. Any improvements you propose that are additional to our stated requirements, and any additional service options being offered, must be separately costed if applicable.

5.3.4. You must confirm that all charges submitted are exclusive of VAT.

5.3.5. You must confirm that all charges submitted will be held firm for a period of 90 days commencing from the tender return date (Friday 3rd July 2015).

5.4. Expenses

- 5.4.1. Please detail what travel and accommodation expenses you would apply to a contract (if any).
- 5.4.2. For the avoidance of doubt, any expenses paid under the contract must only be reasonably and necessarily incurred as a result of carrying out the contracted services, with due regard to economy.
- 5.4.3. Expenses will only be paid on proof of occurrence and will be paid at the IPO's standard rates which are as follows:
 - i. Overnight accommodation: maximum £150.00 (incl. VAT) per night, B&B;
 - ii. Car mileage rates at £0.45p per mile. This is for round trips of up to 150 miles. Journeys in excess of this distance must be undertaken by public transport;
 - iii. Rail fare at standard rate (or advanced or off-peak) fares;
 - iv. Flights at economy class;
 - v. Taxi fares will only be reimbursed where public transport or use of a private car is unsuitable or inappropriate;
 - vi. Parking fees / and toll charges, necessarily incurred may be claimed where supported by a valid receipt;
 - vii. No other form of expenses will be payable by the IPO.

5.5. Invoicing

- 5.5.1. It is the expectation of the IPO that the invoicing arrangements employed by the successful Tenderer will allow prompt and straightforward reconciliation and approval of invoices.
- 5.5.2. Invoices must allow the IPO to easily determine what it is being charged for. As such, invoices must contain a clear breakdown containing the following information as a minimum:
 - i. The contract reference number (IT-2015-071);
 - ii. The period to which the charges apply;
 - iii. Number of days per role;
 - iv. Charge per day of each role
 - v. Activities performed;
 - vi. Expenses (if any)

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- vii. Overall charges for the period in question;
 - viii. Any other charges as applicable.
- 5.5.3. With the above in mind the IPO expect to expend a minimal amount of effort in relation to the verification and approval of invoices.
- 5.5.4. In the event of errors or inaccuracies to invoices that are a result of supplier error, it will be the responsibility of the Tenderer to correct these.
- 5.5.5. Until these errors are corrected the IPO will retain the right to not pay any invoices related to the contract. Tenderers must confirm their understanding and acceptance of this.
- 5.5.6. Invoices must be submitted in accordance with the paragraphs above, to the following address:

IPO
Accounts Payable Section
Room GY33 Concept House
Cardiff Road
Newport
NP10 8QQ
E-Mail: [REDACTED]

6. RESPONSE TO THE INVITATION TO QUOTE

6.1. Function and Format of Proposals

6.1.1. You must e-mail an electronic version of your bid (Microsoft Word or .PDF format) to [REDACTED] by 3.00pm, Friday 3rd July 2015.

6.2. Structure Of Proposals

6.2.1. You must structure your proposal as follows:

- i. **Section 1: Management Summary** – Provide a resumé of the proposal;
- ii. **Section 2: Understanding of Requirements** – Confirm your understanding of the key requirements and scope of the services to be provided to IPO;
- iii. **Section 3: Requirements** – this section must contain your responses to the requests for information throughout the ITQ by the IPO (excluding Charges);
- iv. **Section 4: Charges** - It is imperative that the IPO is able to form a clear view of the charges in your proposal for the provision of the services. Therefore all charges must be included or summarised in this section of your response. These charges must be provided in accordance with Section 5 above;
- v. **Section 5: Any other information** - that you wish to add further to that already requested, that you feel may further demonstrate your ability to meet the requirements listed in this ITQ.

6.3. Incorrect Format of Proposals

6.3.1. The above format for proposals is intended to allow the IPO to more easily evaluate proposals on a like for like basis, and ensure each proposal is given fair and proper consideration.

6.3.2. Failure to supply the proposals in the above format may result in the proposal receiving lower scores at the evaluation stage, or the proposal being rejected.

6.3.3. Tenderers must confirm they have read and understood this requirement.

6.4. Procurement Method

6.4.1. This procurement procedure may involve some or all of the following steps:

- i. Issue of this Invitation to Quote (ITQ);
- ii. Receive and evaluate Tenderers proposals;

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- iii. Discussions, site visits and bid clarification;
- iv. Selection of preferred bidder;
- v. Award of contract.

6.5. Procurement Timetable

6.5.1. The overall timetable for this procurement can be seen below:

ACTION	DATE
Issue of this Invitation to Quote	Monday 22 nd June 2015
Deadline for return of quote	3.00pm Friday 3 rd July 2015
Award Contract	Week commencing Monday 6 th July 2015

7. TERMS AND CONDITIONS

7.1. Contractual Approach

7.1.1. Any contract subsequently awarded will operate in accordance with IPO's standard terms and conditions of contract for services contained below:



BIS Standard Terms
and Conditions of Cor

i.

7.1.2. No other Terms and Conditions will apply. Tenderers must confirm their acceptance of this or their bid may not be considered further.

7.2. Intellectual Property Rights

7.2.1. As per clause 27 of the above Terms and Conditions, and subject to any pre-existing rights of third parties and of the Tenderer, the Intellectual Property Rights (other than copyright) in all reports, documents and other materials which are generated or acquired by the Tenderer (or any of its sub-contractors or agents) in the performance of the Services shall belong to and be vested automatically in the IPO.

7.2.2. Tenderers must confirm their acceptance of the above as part of their proposal.

8. ACHIEVING TRANSPARENCY OF PUBLIC SECTOR PROCUREMENT

8.1. Requirement To Publish Contractual Information

- 8.1.1. Government has set out the need for greater transparency across its operations to enable the public to hold public bodies and politicians to account. This includes commitments relating to public expenditure, intended to help achieve better value for money.
- 8.1.2. As part of the transparency agenda, Government has made the following commitments with regard to procurement and contracting:
- i. All new central government ICT contracts over the value of £10,000 to be published in full online from July 2010;
 - ii. All new central government tender documents for contracts over £10,000 to be published on a single website from September 2010, with this information to be made available to the public free of charge;
 - iii. New items of central government spending over £25,000 to be published online from November 2010;
 - iv. All new central government contracts to be published in full from January 2011.
- 8.1.3. Suppliers and those organisations looking to bid for public sector contracts should be aware that if they are awarded a new government contract, the resulting contract between the supplier and government will be published. In some circumstances, limited redactions will be made to some contracts before they are published in order to comply with existing law and for the protection of national security.
- 8.1.4. With the above in mind Tenderers must confirm that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of any subsequent Contract is not Confidential Information.
- 8.1.5. The IPO shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of the Contract, the Tenderer hereby gives consent for the IPO to publish the Contract in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted) including from time to time agreed changes to the contract, to the general public.
- 8.1.6. The IPO may consult with the successful Tenderer to inform its decision regarding any exemptions but the IPO shall have the final decision in its absolute discretion.
- 8.1.7. The successful Tenderer shall assist and cooperate with the IPO to enable the IPO to publish this Agreement.

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- 8.1.8. Tenderers must confirm their acceptance of the above or their bid may not be considered further.

9. INFORMATION SHARING IN GOVERNMENT PROCUREMENT EXERCISES

9.1. Government As a Single Customer

- 9.1.1. With the increasing shift towards the Government operating as a single intelligent customer, there is an increasing need for Central Government Departments including their Executive Agencies and Non Departmental Public Bodies to share procurement information (i.e. information provided during the procurement process and prior to entering into contract) which may historically have been considered as confidential (e.g. pricing) or may be expressly designated as confidential by suppliers.
- 9.1.2. All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.
- 9.1.3. For these purposes, the Authority may disclose within Government any of the Contractor's documentation/information (including any that the Contractor considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Contractor to the Authority during this Procurement. The information will not be disclosed outside Government. Contractors taking part in this competition consent to these terms as part of the competition process.

9.2. Disclosure of Information

- 9.2.1. With the above in mind the IPO may disclose the Confidential Information of the Supplier:
- i. on a confidential basis to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body;
 - ii. to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - iii. to the extent that the IPO (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
 - iv. on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause (i) (including any benchmarking organisation) for any purpose relating to or connected with this Agreement;
 - v. on a confidential basis for the purpose of the exercise of its rights under this Agreement, including the Audit Rights;

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- vi. on a confidential basis to a proposed Successor Body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Agreement,
- 9.2.2. and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this Clause 21.
- 9.2.3. As such, as part of their proposals Tenderers must agree that the IPO may disclose the Tenderer's information/documentation (submitted to the IPO during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes.