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Our Ref: BMK2017-028  
Date: 08 September 2017

Dear Sir/Madam

**Invitation to Tender for Mobile Data Terminal (MDT) Software: - Ref BMK2017-028**

Bucks and Milton Keynes Fire & Rescue Service ("BMKFRS" or "the Authority") wishes to invite you to tender for the above Contract and accordingly has enclosed an Invitation to Tender.

Your tender response should reach me by not later than **1100hrs on 11<sup>th</sup> October 2017**.

All tenderers should express their interest to tender via our In-Tend eSourcing Platform, this will ensure all clarifications received will be issued to those interested. Registration and access can be gained at: <https://in-tendhost.co.uk/rbfrs-bmkfrs.aspx/Home>

You are advised to read all sections carefully before tendering. Should you have difficulty with the tender or tender process, please make contact via the communication tool within the In-Tend Portal

Yours faithfully

Jarvis Osborne  
**Assistant Procurement Manager**  
**Buckinghamshire & Milton Keynes Fire & Rescue Service**



# **Bucks and Milton Keynes Fire & Rescue Service Invitation to Tender Document**

For

## **Mobile Data Terminal (MDT) Software**

**Date: 08 September 2017: Final**

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## Section One      Scope and Context

**Buckinghamshire & Milton Keynes Fire Authority** wish to let a contract on behalf of Buckinghamshire Fire and Rescue Service (BFRS), Oxfordshire County Council (OCC) on behalf of Oxfordshire Fire & Rescue Service (OFRS) and Royal Berkshire Fire Authority (RBFA) on behalf of Royal Berkshire Fire & Rescue Service (RBFRS) for a Mobile Data Terminal (MDT) Software. The duration of the contract will be three years with a potential extension of one year followed by a further one year.

### Background Information

Due to contracts reaching their natural expiration dates the three Fire & Rescue Services across the Thames Valley are looking to appoint a supplier of MDT Software. This is an opportunity for all three services to align a key piece of operational software.

All three services have contracts that are due to expire in March 2018 and wish to let the contract before this date to allow for testing and implementation to make sure that a new system is fully working as desired before the current contracts expire.

### Corporate Information

This Buckinghamshire Fire & Rescue Service serves a population of more than 750,000 in the South East of England. The area stretches from the outskirts of London to the South Midlands. It comprises the four districts of Buckinghamshire – Aylesbury Vale, Chiltern, South Bucks and Wycombe – and Milton Keynes.

Milton Keynes is the northernmost part of the area, bordering the East of England and the East Midlands. It is one of the fastest-growing places in England. Since 1971, its population has risen from 67,000 to around 249,000. During the same period, the population of the rest of Buckinghamshire has risen from 404,000 to around 505,000.

The area served by Buckinghamshire Fire & Rescue Service includes stretches of the M1, M4, M25 and M40 motorways, a section of the West Coast Main Line, several miles of the River Thames, part of the Silverstone motor racing circuit and Chequers, the Prime Minister's country residence. Heathrow and Luton airports lie just outside the area.

Buckinghamshire Fire & Rescue Service receives around 18,000 calls for assistance every year, of which about 8,000 are emergency incidents. It has 42 frontline and specialist fire and rescue vehicles and four Urban Search and Rescue vehicles.

The Urban Search and Rescue (USAR) capability is part of the Government's New Dimensions programme, which is made up of a series of projects that enhance the resilience and security of our communities. Changing political and environmental conditions mean that we need to be ready to tackle major incidents such as terrorist attacks, serious transport accidents and natural disasters.

More than 550 firefighters operate from Buckinghamshire Fire & Rescue Service's 20 strategically-placed fire stations. There are three fire safety offices - Aylesbury (covering Aylesbury Vale and Chiltern Districts), Broughton (covering Milton Keynes) and Marlow (covering Wycombe and South Bucks Districts).

Fighting fires is only part of the work of the present-day fire and rescue service. Releasing people trapped in vehicles after road traffic collisions, dealing with chemical spills and fitting smoke alarms in people's homes make up an increasing proportion of our work. Our operational crews have therefore changed the focus of their work to help prevent emergency incidents from happening in the first place.

More than 100 people work in a variety of support services, including teams in risk assessment, vehicle workshops, finance, human resources and corporate planning.

The service is overseen by Buckinghamshire & Milton Keynes Fire Authority, whose membership is drawn from Buckinghamshire County Council (12 members) and Milton Keynes Council (five members). It has an annual net revenue budget of around £28 million.

Please Note: The legal entity for contracting and other purposes is Buckinghamshire & Milton Keynes Fire Authority ("The Authority"), it has been referred to as Buckinghamshire & Milton Keynes Fire & Rescue Service to recognise its broader remit.

In accordance with best procurement practice, EU and UK Procurement Directives and Regulations and the Authority's service order, the Authority is seeking to choose a Tenderer(s) by competitive tender for the provision of a Finance System.

The Authority will remain the sole participant empowered to deal with major issues of principle which might include (but not exclusively) price variation, default, additional supply requirements etc.

## **Equalities Statement**

The Authority is committed to developing, promoting and delivering its services, information and employment opportunities without discriminating against anyone on the grounds of age, disability, faith, gender, race, sexuality, gender reassignment, marriage and civil partnership, pregnancy or maternity.

The Authority expects its suppliers and other people who deliver its goods, services or works to share this vision and these values. All organisations that want to provide goods, works and/or services to the Authority must be able to show that they are taking steps to allow equal access to the provision of goods, works and services, provide fair treatment and equal opportunity.

## **Ethical Code of Conduct**

As part of the agreement between the parties to this Contract an Ethical Code of Conduct will be required. This code will reflect the commitment of the parties to deliver continued value and wellbeing throughout the Contract period that benefits the contractual parties.

During the Contract term all parties agree to retain relative information as confidential unless a need to release is confirmed by a request for information through the Freedom of Information Act 2000.

At no point during the Contract will any contractual parties bring any other contractual parties into disrepute. These areas of disrepute will include, but not exclude, any other legitimate associated action:

- Slander
- Sharing of information specific to the Contract with those not a party to the contract

- Demonstrating a disregard for Contract prices and users
- Becoming involved with any external contract organisation, party or individual with the intention of disrupting the supply of goods or services being delivered from the Contract
- The intention to cause damage to a contractual party whether by verbal, written or physical action involving reputation, monetary, loss of existing or future identified business.

If any claims for unethical behaviour or physical action are reported to the Authority an investigation will be undertaken. In the event of a claim being unsubstantiated the plaintiff and accused will be advised. In the event of a substantial claim being identified the accused will be removed from the Contract with immediate effect.

At any point during the investigation neither party should undertake any actions that can be deemed as influencing the process. Continued associate actions will result in the process being halted and where appropriate the Contract terminated.

### **Bribery, Corruption and Collusion**

The Authority and its suppliers are bound by the Bribery Act 2010.

Any contract award resulting from this ITT to any Tenderer who is subsequently convicted of the offence bribery within the meaning of section 1 or 6 of the Bribery Act 2010 will be terminated immediately without cost or obligation to the Authority.

### **Financial Standing of Tenderers and Suppliers**

The Authority regularly carries out financial checks on its suppliers.

For the purposes of this ITT, prior to award of contract, financial checks will only be carried out in respect of the recommended successful Tenderer(s).

## Section Two Instructions to Tenderers

### 2.1 Tender Documents

The detail of this document and all associated documents is to be treated as private and confidential and for use only in connection with this tender process. Copyright of all tender documents, including any amendments or further instructions, shall remain with the Authority.

In this section the words and expressions contained therein shall have the same meaning ascribed to them in the Conditions and the Specification.

The requirement comprises the appointment of an MDT Software Solution as stated in the Specification.

The tender response must be submitted as per instructions contained within 2.4 Submission of Tender.

During this tender process, all communication (including contact and questions in connection with this tender) must be submitted via the In-Tend eSourcing platform. The written responses will be distributed where appropriate to all tenderers via the clarification/communication function.

Tenderers should ensure that all appropriate contacts have access to the eSourcing platform to view any questions and answers that have already been raised, together with any additional information that might have been communicated during this process.

### 2.2 Not used in this tender document

### 2.3 Preparation of Tender

The information contained within this document should be regarded as a statement of the current requirement as far as the Authority is able to determine at this time. Tenderers must carefully examine and consider the tender documents and satisfy themselves of the appropriateness and validity of any information provided. In submitting a tender, Tenderers shall be deemed to have read and understood all of the tender documents.

**Tenderers must submit responses to a question or requirement raised within the eSourcing platform. Some of which will be mandatory and you will be unable to submit if not completed. If a Tenderer wishes or is asked to provide additional information, this should be clearly labelled and referenced to the question in which it relates for easy identification. Additional material should not be used to answer the question, but merely to support the answer given**

If any points in the tender documents are unclear, Tenderers may seek clarification via the communication option within the eSourcing platform.

Tenderers may propose alternative solutions to meet the Authority's requirement. Should alternatives be proposed, the alternatives must, as a minimum, fulfil the requirement described in the Invitation to Tender documents otherwise the tender will be rejected.

## 2.4 Submission of Tender

Tenderers must sign and date the Form of Tender provided unqualified and return it together with their tender submission to confirm that all Terms, Conditions and Variations specified by the Authority during the tender period have been understood and accepted. **Failure to submit a signed Form of Tender document will result in the rejection of the tender submission.**

**All documents requiring a signature must be signed:-**

- **Where the Tenderer is an individual by that individual;**
- **Where the Tenderer is a partnership, by at least two duly authorised Partners;**
- **Where the Tenderer is a company, by a Company Director, where such person is duly authorised for that purpose.**

Tenderers are required to submit their responses as follows:-all submissions should be made on the eSourcing platform by the stated deadline. Suppliers are able to submit multiple times, however the latest submission will be the one accepted. Responses should be submitted no later than **1100hrs on 11 October 2017.**

**NB: To ensure on-time submissions, Tenderers are strongly advised to submit the tender well in advance of the deadline to avoid possible disappointment. Allowances cannot be made for technical issues causing delays.**

## 2.5 Late Tenders

Any tenders received after 1100hrs on **11 October 2017** will not be accepted.

## 2.6 Clarifications during the Tender Process

During the tender process, Tenderers and/or the Authority may find it necessary to request and/or issue tender clarifications. Tenderers requiring additional clarification on any aspect of the Tender Documents must submit questions or requests for further information by sending an correspondence through the eSourcing platform.

All questions and requests may only be made, and will only be considered if made, before close of business (1700hrs) on 4<sup>th</sup> October 2017. The Authority will respond to all clarification requests no later than 6<sup>th</sup> October 2017. All questions and requests for clarification of further information, and the corresponding responses, will be circulated to all Tenderers.

The Authority cannot accept, at point of submission, any tender change requests, as this would be deemed a counter offer and therefore the tender will be rejected and not evaluated.

## 2.7 Tender Validity

Your Tender should remain open for acceptance for a period of 6 months. Any tender submitted showing a shorter validity period may be rejected.

## 2.8 Conditional Tenders



Any Tenderer submitting a tender that contains a condition that is deemed as unacceptable by the Authority shall be given the opportunity to withdraw the condition without any amendment to the tender. If the tenderer fails to remove the condition upon which its tender relies then the Authority reserves the right to reject the tender.

## 2.9 Project Timetable

Set out below is the proposed procurement timetable.

<b>Indicative Procurement Timetable</b>	
<b>Date</b>	<b>Stage</b>
<b>08<sup>th</sup> September 2017</b>	Issue ITT to suppliers
<b>1700hrs 4<sup>th</sup> October 2017</b>	Final Date for Submission of Tender Clarifications
<b>6<sup>th</sup> October 2017</b>	Issue Clarification Responses to all Tenderers
<b>No later than 1100hrs 11<sup>th</sup> October 2017</b>	Deadline for Tender Submission
<b>12<sup>th</sup> October 2017</b>	Evaluation of ITT Submissions
<b>20<sup>th</sup> October 2017</b>	Supplier Presentations
<b>23<sup>rd</sup> October 2017</b>	Notice of recommendation for Award of Contract
<b>24<sup>th</sup> October 2017</b>	Start of standstill Period
<b>2<sup>nd</sup> November 2017</b>	End of standstill Period & Contract Award Notice published
<b>6<sup>th</sup> November 2017</b>	Contract Commencement

These dates are provided for information purposes only. The Authority does not guarantee to complete each phase by the date stated above.

## 2.10 Authority Not Bound

The Authority does not bind itself to accept any tender in whole or in part.

## 2.11 Tenderer's Costs

Under no circumstances shall the Authority accept responsibility for any expense or loss which may be incurred by any Tenderer in the preparation of the tender.

Under no circumstances shall the Authority incur any liability or costs in respect of this ITT or any supporting documentation or in respect of any decision to suspend or discontinue this procurement process.

Tenderers should note that if a future court decision deems any Contract resulting from this Invitation to tender to be ineffective and is subsequently put aside, Tenderers for the Contract will not be entitled to claim for direct, indirect or consequential loss due to Contract suspension

and/or termination. Additionally it should be noted that in the event of a legal challenge being received against this Contract under the Remedies Directive 2010 the following additional terms will take precedence:

The Authority reserves the right, subject to appropriate procurement regulations, to change without notice the basis of, or the procedures for, the competitive tendering process or to terminate or suspend the process at any time in its absolute discretion.

All other existing terms and conditions will remain in effect until notice is received of any revised Contract

Any discussions or correspondence between the Authority and Tenderers shall be conducted without any obligation whatsoever by the Authority to enter into or become bound by any Contract.

**Unless agreed in writing by a duly authorised member of the Authority's Procurement Team, no amendment or modification can be made to the Tender Documentation.**

The Authority will not be bound by any Contract until the Contract is embodied in a formal document and signed by all parties

## **2.12 Canvassing**

Direct or indirect canvassing of any officer, Member or agent of the Authority by any potential Tenderer concerning this requirement, or any attempt to procure information from any such person concerning this ITT may result in the disqualification of the potential Tenderer from consideration for this requirement.

## **2.13 Confidentiality & Publicity Statement**

The contents of this ITT and of any other documentation made available in respect of this process are provided on the basis that they remain the property of the Authority and must be treated as confidential. If you are unable or unwilling to comply with this requirement you are required to destroy this ITT and all associated documents immediately and not to retain any electronic or paper copies.

No Tenderer will undertake any publicity activities with any part of the media in relation to this ITT process or to the Contract without the prior written agreement of the Authority and this includes the format and content of any publicity.

## **2.14 Supplier Presentations**

Tenderers will be invited to attend and conduct a presentation during the supplier presentation date as outlined in the timetable. During this tenderers will be asked to conduct a demonstration of their system, showing what they are proposing for BMKFA and how they would deliver it. Tenderers will also be asked to talk through their proposal covering all evaluation points, there will also be a period of time for Q&A.

Please Note: In the event that following the evaluation of the submitted tender documents, it is clear a submission would not be successful even with the possibility of maximum scoring in the final presentation stage, it would be unethical to request the bidder to participate further in

the process and BMKFA would inform the tenderer accordingly and not invite the tenderer to continue in this process.

## Section Three – Selection and Assessment Methodology

In line with public procurement regulations and Crown Commercial Service (CCS) guidance relating to tender evaluation and award, the following details how the Authority will assess all Tenderers and tender submissions in relation to this requirement.

All tenders received will be considered on the information contained in the tender or obtained by the Authority as a direct result of the tender process. Submissions will be assessed on the basis of most economically advantageous tender (MEAT), evaluated in accordance with criteria set out below:

The full tender response will be evaluated using the criteria stated in the table below:

	<b>Assessment Criteria</b>	<b>% Weighting</b>
<b>1</b>	<b>System</b>	<b>40%</b>
<b>2</b>	<b>Experience, inc. Case Studies</b>	<b>5%</b>
<b>3</b>	<b>Staffing/Resource Assigned</b>	<b>5%</b>
<b>4</b>	<b>Timeframe</b>	<b>10%</b>
<b>5</b>	<b>Presentation</b>	<b>10%</b>
<b>6</b>	<b>Cost/Value</b>	<b>30%</b>
	<b>Total Weighting</b>	<b>100%</b>

The following details the scoring methodology for respect of the 1 through 5 elements of the assessment criteria.

<b>Scoring Methodology to be applied across all sections/questions</b>	
<b>Rating of Response</b>	<b>Score</b>
Exemplary and innovative response, exceeds expectations of requirement and its objectives, gives high confidence that all key aspects of the proposal may be relied upon without reservation, offers added value that is relevant to requirement	9
Exceeds expectations, good response which meets requirements, gives confidence that all aspects of proposal may be relied upon, describes how requirement will be met, no reservations	7
Acceptable, response mainly compliant, generally meets requirement except for minor aspects, limited reservation, satisfactory	5
Below expectation, response gives considerable reservations about the proposal meeting some or some of the requirements and gives rise to a number of concerns about the potential reliability to meeting more than one aspect of the proposal	3
Response is so undetailed that it is not possible to form a proper judgement	1

The pricing evaluation will be scored out of 10. The lowest bid will score 10; other bids will be scored on a pro-rata basis from the lowest, which will then be multiplied by the allocated weighting

The Potential Provider who achieves the highest overall score (price, quality social value and presentation) shall be held to have submitted the most economically advantageous Tender.

## Schedule One – Definitions

The following expressions shall have the meanings ascribed to them in relation to the entire Contract:

<b>“Contract”</b> means the formal signed contract of supply between the parties
<b>“Documentation”</b> means any document issued by either party that is pertinent to the Contract.
<b>“Goods”</b> means the goods to be provided by the Tenderer in accordance with the terms of the Contract.
<b>“Invitation to Tender”</b> or <b>“ITT”</b> means this document and all its attachments and appendices.
<b>“Buckinghamshire &amp; Milton Keynes Fire and Rescue Service”</b> or <b>“BMKFRS”</b> means the name by Buckinghamshire and Milton Keynes Fire Authority is known by for non-contractual reference.
<b>“Buckinghamshire and Milton Keynes Fire Authority”</b> means the Contracting Authority who is managing the tender process, contract formation and ongoing contract management.
<b>“Order”</b> means the order for the Goods that are made between the Buckinghamshire and Milton Keynes Fire Authority and the Tenderer under this Contract and that shall abide by the terms, conditions and requirement of the Contract.
<b>“Services”</b> means the services to be provided by the Tenderer in accordance with the terms of the Contract.
<b>“Tenderer”</b> means the Tenderer appointed as part of the tender process to the Contract who has agreed to supply the Goods under the terms, conditions and requirement of the Contracts.
<b>“The Authority”</b> means the Buckinghamshire and Milton Keynes Fire Authority, the contracting Authority.

## **Schedule Two – Company Information**

Not used in this tender document

## Schedule Three – Specification and Requirement

The Authority wishes to appoint a Supplier for the provision of an MDT Software Solution.

This Schedule details the specification and the specific requirements that will apply to this Contract.

Full information of the requirements of the Authority can be found within the below document, which is also contained as a separate document within the documents folder:



MDT Software  
Requirements.docx

### **System:** **Criteria Weighting 40%**

<b><u>Ref</u></b>	<b><u>Requirement</u></b>
<b><u>3.1.1</u></b> <b><u>Sub Weighting 20%</u></b>	How does your system(s) meet our requirements listed in detailed business requirements?
<b><u>3.1.2</u></b> <b><u>Sub Weighting 10%</u></b>	Ability to talk/integrate with other systems external to your own?
<b><u>3.1.4</u></b> <b><u>Sub Weighting 5%</u></b>	What future developments do you have planned, and how would BMKFRS benefit?
<b><u>3.1.5</u></b> <b><u>Sub Weighting 5%</u></b>	What would you recommend as the hosting option and why?

### **Experience:** **Criteria Weighting 5%**

<b><u>Ref</u></b>	<b><u>Requirement</u></b>
<b><u>3.1.6</u></b> <b><u>Sub Weighting 5%</u></b>	What experience do you have of supplying an Mobile Data Terminal Software to organisations with the same organisational requirements? Please include case studies.

### **Staffing/Resource Assigned:** **Criteria Weighting 5%**

<b><u>Ref</u></b>	<b><u>Requirement</u></b>
<b><u>3.1.7</u></b> <b><u>Sub Weighting 4%</u></b>	What does the project delivery team look like? <ul style="list-style-type: none"> <li>• Project manager, business analyst, developers, trainers, support staff?</li> <li>• Across all stages – scoping, development, delivery, review</li> </ul>



<b>3.1.8 Sub Weighting 1%</b>	Are there dedicated resource(s) for BMKFRS?
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**Timeframe:** **Criteria Weighting 10%**

Ref	Requirement
<b>3.1.9 Sub Weighting 4%</b>	What timescales would you deliver this over from award of contract?
<b>3.1.10 Sub Weighting 5%</b>	Please provide a project plan of how you would deliver this within our timescales? Including integration with other systems.
<b>3.1.12 Sub Weighting 1%</b>	Would you be prepared to enter into an SLA which includes KPIs against delivery performance?

**Presentation:** **Criteria Weighting 10%**

Ref	Requirement
<b>3.1.13 Sub Weighting 7%</b>	Provide a demo of your system showing how you meet the business requirements.
<b>3.1.14 Sub Weighting 2%</b>	Talk through your proposal that covers all evaluation points
<b>3.1.15 Sub Weighting 1%</b>	Q&A

### 3.2 Contract Period

The Contract is anticipated to commence 6<sup>th</sup> November 2017 for a period of 36 months (three years) to 5<sup>th</sup> November 2020 unless terminated in accordance with the Conditions of Contract. In addition there is the potential for a 12 months (one year) extension, plus an additional 12 months (one year).

### 3.3 Sub-Contractors

Tenderers must state whether or not any part of their proposed supply solution requires the use of sub-contractors and provide a sub-contractors list including contact details.

Response to 3.3 – sub-contractors	
Will the Tenderer use sub-contractors?	Yes / No – delete as appropriate
If the Tenderer has answered “Yes” to using sub-contractors, please provide names, addresses and phone numbers in spaces provided below.	

The Authority reserves the right to reject the use of any particular sub-contractor. In the case of rejection, the Authority will notify the Tenderer of its reasoning in writing. Reasons for rejection could be, but not limited to, a contractor banned from entering premises, financial risk, criminal prosecutions pending etc.

If a sub-contractor is appointed, this does not release the Tenderer from any liability to the Authority in respect of the sub-contracted services and the Tenderer shall be responsible for the acts, defaults, or neglect of any sub-contractor or their agents or employees in all respects as if they were the acts, defaults or neglects of the Tenderer or their agents or employees.

## **General Quality Requirements**

### **3.4 Contract Management Meetings**

It is likely that the Authority will wish to hold regular management meetings during the course of the contract to discuss specific and general matters arising under the Contract, any technical issues and performance issues. Such meetings will be held either face to face, by video conference link or by telephone conference.

### **3.5 Purchase Order Process**

The Purchase Order(s) will be placed following contract award. Payment will be in accordance with the Contract Terms and Conditions.

### **3.6 Continual Improvement**

Continual Improvement is a joint process/commitment whereby the Authority and the Supplier actively review contractual options with the objective of finding and implementing improvements to the operation and management of the Contract that deliver increased value for money for all concerned.

The key principles and objectives of continual improvement are:

- Improving quality and efficiency
- Reducing cost whilst maintaining service levels
- Encouraging innovation

Areas for consideration could be, but not limited to:

- The adoption of new or emerging technological or product developments that can be used to improve the Contract offering and deliver increased benefits to the Authority.
- Improvements to the Supplier's service offering in areas such as delivery, availability, quality, customer satisfaction and performance.
- Environmental impact considerations, such as biodegradability, reduced delivery mileage, improved manufacturing process.

The Authority expects that the Supplier will work with it to deliver continual improvement.

## **Schedule Four – Pricing & Invoicing**

**4.1 Tenderers should submit their tender pricing in the Price Schedule at Appendix A hereto and return it with their tender submission.**

Any prices not disclosed within the pricing information will be not entertained.

Prices must be submitted inclusive of delivery and insurance but exclusive of VAT and be in Pounds Sterling.

4.2 The tenderer's prices must remain fixed and firm for the duration of the contract.

4.3 The Authority requires that all suppliers submit invoices by electronic means i.e. enclosed in an e-mail or posted to a dedicated web server. This must be in a consistently structured file e.g. XML, CSV and EDI which contains all data necessary to process the invoice and meets statutory requirements. This data will cover the following areas as a minimum:

- Unit prices, quantities supplied and total costs
- Product references (e.g. unique part numbers)
- Description of goods, services or works supplied
- The Authority's Purchase Order number
- Invoice references (e.g. number and date)
- Delivery/Invoice addresses
- Statutory information (e.g. Supplier's VAT number)
- Supplier identification

### **4.4 Invoicing**

It is important that invoices are accurate and include the correct official Purchase Order number. Incorrect invoices will be returned unpaid for correction and resubmission. In such cases the payment terms will take effect not from the invoice date but from the date of receipt at the correct address of a correctly presented invoice. Invoices will normally be paid in arrears 30 days after receipt of a correct and valid invoice unless early settlement discounts are agreed.

## **Schedule Five – Freedom of Information and Transparency**

### **Freedom of Information Act (FOIA) 2000**

The Authority is committed to meeting its legal responsibilities under the Freedom of Information Act 2000 (“the FOIA”) and the Environmental Information Regulations 2004 as may be amended, updated or replaced from time to time. It may be required to disclose information concerning the procurement process and/or the Contract to anyone who makes a reasonable request.

If Tenderers consider that any of the information provided in their bid is commercially sensitive (meaning it could reasonably cause prejudice to the Tenderer if disclosed to a third party) then it should be clearly marked as “Not for disclosure to third parties” together with valid reason in support of the information being exempt from disclosure under the FOIA.

Tenderers should also note that the receipt of any material marked ‘confidential’ or equivalent by the Authority should not be taken to mean that the Authority accepts any duty of confidence by virtue of that marking.

Tenderers acknowledge and accept that the Authority’s decision on these issues shall be final and that the Authority shall incur no liability to any Tenderer by reason of having disclosed any information which the Authority reasonably concludes was required to be disclosed in accordance with the FOIA.

### **Transparency of Authority’s Expenditure**

As part of that commitment to transparency the Authority publishes all spend over £500 (excluding VAT) each month. This includes spend on contracts, so the successful Tenderer should expect details of spend against any resulting contract to appear on the Authority’s website. The Authority may publish tender and contract documentation after contract award stage. Commercially sensitive information will be redacted from documentation.

The successful Tenderer acknowledges that the Authority is subject to the Government’s Transparency requirements and the successful Tenderer hereby gives its consent for the Authority to publish the Contract Information (including details of payment) to the general public via its external website. The Authority may in its absolute discretion take account of the exemptions/exceptions that would be available in relation to the information requested under the FOIA legislation.

## Schedule Six

### Conditions of Contract and Change Control Notice

The embedded document below details the Conditions of Contract that in conjunction with the terms of the requirement, as laid out in this Invitation to Tender, the agreed pricing schedule and any other documents deemed as necessary to an agreement (i.e. clarification documents) shall form the Contract.

Tenderers should familiarise themselves with these Conditions prior to submission of tender.

**Tenderers are required to confirm below that they agree to the following general Conditions of Contract.**



DRAFT IT Services  
Contract.docx

## **Appendix A: Pricing Schedule**

### **Criteria Weighting – 30%**

Tenderers must complete the attached pricing schedule in full and in the required format those tables in the Pricing Schedule relating to the goods and services. This is a fixed price contract.

Tenderers have the opportunity to provide pricing for each item across BMKFRS' requirements if the system being proposed allows for modular purchasing. In addition there is a column to provide pricing for all requirements within the system per item without breaking down into modular level. Tenderers may choose to use one method of pricing or can display both to show comparison.

Tenderers must not put a range of rates in a box; for the avoidance of doubt there must be one rate only per box.

Rates must include all costs: there will be no additional payments for providing information requested in accordance with this contract. All rates must be on a per year basis.

If you wish to put forward any innovative pricing/work programme with the aim of improving the service, then you may but this must be in addition to the main schedules and should be clearly marked as an alternative proposal.

## Pricing Schedule:

Please fill in the below pricing schedule and upload with your tender submission.



MDT Software  
Pricing Schedule.xlsx