



Intellectual
Property
Office

INVITATION TO QUOTE FOR THE PROVISION OF A DUPLO DC 646 DEVICE

IT-2015-065

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1. The Requirement

1.1.1. The Print Unit requirement consists of two main compulsory work requirements:-

- i. The installation of a Duplo DC-646 machine; and
- ii. The technical support and maintenance of such device over the life of the contract.
 - The device supplied must meet a recognised Environmental standard. Tenderers will be required to provide full environmental accreditation.

2. The Solution

2.1.1. It is expected the successful Tenderer will provide fully comprehensive and co-ordinated solutions that include:-

- i. Equipment delivery and installation;
- ii. Engagement with IPO staff to co-ordinate and train Print Unit personnel;
- iii. Ongoing hardware support for the Print Unit, to include equipment to be supplied as part of the proposed solution; and
- iv. Innovation which will cater for future development.

3. Information to be provided

3.1.1. Proposals must include:-

- i. General Information
 - An organisation chart;
 - Number of posts required for installation / support;
 - Roles, responsibilities and skills (i.e. training and experience) required for the posts identified;
 - Details of any support organisation proposed;
 - Provision for staff cover during sickness or holidays; and
 - If the Tenderer feels any further information to be relevant this may be included also.

ii. Equipment Support and Maintenance

- The Tenderer must provide staff, with the appropriate skills, to assume responsibility for the day-to-day maintenance of the implemented equipment, and any support mechanisms as necessary.
- The Print Unit is operational on a daily basis between the hours of 08:30 and 17:00. The Tenderer must ensure:-
 - The device has technical support available between the hours of 08:30 and 17:00;
 - All standard and preventative maintenance is completed within the hours of 08:30 and 17:00;
 - All identified faults are rectified by an engineer within 2 hours of the fault being reported by the IPO

iii. All standard preventative maintenance must be carried out and completed on each call that is placed by the IPO. With this in mind the IPO request that:-

- The engineer must fix the fault and then complete the maintenance that the machine states is needed (if applicable).

iv. In the event that no call-outs are placed by the IPO over a period of 3 months:-

- The Tenderer must schedule a maintenance call as required by the IPO in order that maintenance may be carried out;

v. Should the situation continue whereby no call-outs are placed by the IPO, the Tenderer must schedule at least 4 maintenance visits per year.

4. Training

4.1.1. The IPO requires all engineers and analysts who shall be responsible for the maintenance on site to be trained on the device at the commencement of the Contract. The engineer(s)/analyst(s) must also be prepared to give ad hoc training while on site.

4.1.2. The IPO will require training for the key operators.

4.1.3. The IPO will require full written instructions to assist in the training to be provided.

4.1.4. It is anticipated that this training will take place immediately following installation of devices.

4.1.5. Tenderers must provide details of how they will conduct this training and the content and duration of any training they propose to provide.

5. Installation Requirements

5.1.1. The Tenderer must provide an implementation plan as part of their proposal.

5.1.2. The IPO will consider the installation complete when the machine is installed, full functionality is operational and available to all relevant IPO staff, and IPO staff have been trained on its use.

6. Security

6.1.1 The Tenderer must provide the following product vulnerability information:-

- What communication protocols are enabled; where applicable, the security configuration of such protocols should be included;
- If the data stored on media is encrypted; where applicable, details of such encryptions should be included (e.g. products or algorithms used);
- Explain which vulnerability management and patching processes are available;
- References to any certification (such as Common Criteria) that their solution meets;
- The Tenderer must explain how it deals with the disposal of defective or redundant components;
- The Tenderer should note that any media updates and/or configuration changes will be subject to prior approval by the IPO;

6.1.2 The Tenderer must explain its policy for the decommissioning of the devices at the termination of the contract. This should cover hard discs, memory components, media or hardware printing components which may have continued sensitive data. In addition any network configuration or user details which may be stored in the device will be required to be deleted.

6.1.3 The Tenderer must provide information on the device user authentication capabilities; where such capabilities exist. Tenderers must explain the mechanism(s) for user authentication, including where relevant any security protocols, products or procedures:-

- The Tenderer should provide information on the ability to disable redundant protocols and services.
- The Tenderer must indicate the impact (and options) should the IPO mandate that storage device such as Hard disk drives, Network Interfaces Card (NIC's) and even RAM modules or flash drives are retained (by the IPO) where replacement or decommissioning occurs.
- The Tenderer must provide details on its security procedures for supplying off site technical support when requiring remote access to problem solve, upgrade software etc.

7. Repeated Problems and Escalation Process

- 7.1.1. In the event that the device supplied experiences repeated faults in three month period, despite repairs having been undertaken by engineers, the IPO expect that the Tenderer should identify a clear internal escalation process to ensure continuation of business.
- 7.1.2. Should the above situation arise the IPO will not accept a loan device while problems are rectified. If the device, or any major part of the device is required to be removed from the site to be fixed then a suitable, permanent replacement must be provided.
- 7.1.3. The Tenderer must agree to this and provide details of how they will address this issue should it arise during the life of the contract, including the procedures they will follow for determining the cause of the faults.

8. Charges

- 8.1.1. Charges must include, but is not limited to, the following:-

- i. Lease charges - The Tenderer must include in their proposal charges for the lease of the device.
 - Such charges must include a breakdown of quarterly charges over a three (3) year, four (4) year and five (5) year period.
 - Lease charges must include all costs for the device itself and any other equipment that will be required for the successful operation of the device (Such charges must be separately listed as line item detail in the Tenderers proposal).
 - If the Tenderer is able to offer alternative leasing arrangements that they feel may be attractive to the IPO, these may be included but must be clearly and separately identified and contain a full breakdown of charges.

- ii. Maintenance and Service charges - The Tenderer must include a full breakdown of charges for maintenance, technical support and service arrangements proposed:
 - Any maintenance charges proposed must include all consumables for the device proposed.
 - If different levels of service are proposed by the Tenderer as options available to the IPO, each level must be clearly identified and contain a full breakdown of charges associated with that particular level of service.
- iii. Training costs - Charges for the provision of training to IPO staff must also be detailed and state whether:
 - These will be charged to the IPO on a one-off basis at the commencement of the contract; or
 - These will be included as part of the quarterly lease amount and charged to the IPO over the period of the contract.
- iv. Any adhoc call out charges that are not covered in Item 8 above:
 - Any improvements the Tenderer is able to make upon the IPO minimum requirements and any service options being offered must be separately costed if applicable.
 - All charges must be included or summarised in the Tenderer's response to this section. Charges which appear elsewhere in the proposal will be presumed to have been waived.
 - The Tenderer must confirm that all charges submitted are denominated in UK Sterling.
 - The Tenderer must confirm that all charges submitted are exclusive of VAT.

9. Invoicing

9.1.1. 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.

9.1.2. As such Tenderer's invoices must include as a minimum the following details:

- i. The period to which the charges apply; and

- ii. A single quarterly invoice for lease and maintenance/service charges to be paid in advance.

9.1.3. With the above in mind the IPO expect to expend a minimal amount of effort in relation to the verification and approval of invoices.

9.1.4. In the event of errors or inaccuracies to invoices that are a result of supplier error, it will be the responsibility of the Supplier to correct these.

9.1.5. 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.

10. Post contract award

10.1. Administration requirements

10.1.1. Key Staff

- i. The successful Tenderer must verify the identity of each of their employees working on the contract;
- ii. The IPO reserves the right to refuse to accept for work on the contract any person whose identity and/or reliability cannot be established to their satisfaction. Tenderers must confirm their understanding and acceptance of this.

10.1.2. Subcontracting

- i. The successful Tenderer must identify any third party sub-contracting arrangements which they intend to use. For the purposes of this agreement Sub-Contractors will be defined as any 3rd party that will be responsible for performing a significant element of the contract. Such elements may include provision of maintenance/support services related to the requirement and/or provision of equipment and spare parts.
- ii. If the Tenderer does intend to use any Sub-Contracting arrangements they must provide the following details:
 - The full name and address of the Sub-Contractor;
 - The security vetting process of personnel;
 - The element of the contract they will perform;
 - The capabilities the Sub-Contractor possesses to enable to meet the element of the contract it will perform;

- How the Sub-Contractor will be managed by the successful Tenderer;
 - The agreements and/or Service Level Agreements in place to ensure quality of service from the Sub-Contractor.
- iii. Tenderers should note that the IPO does not anticipate that it will be required to directly engage with any Sub-Contractors who are to be utilised under any subsequent contract.
- iv. Management of the Sub-Contractor and resolution of any issues that arise will be the sole responsibility of the successful Tenderer in their role as Prime Contractor.
- v. Tenderers must confirm their understanding and acceptance of this.

10.2.Duration of Contract

- 10.2.1. The Tenderer must commit to enter into an agreement with the IPO for a minimum term of 3 years with an option to extend the contract for a further period of up to 2 years.

10.3.Contractual Conditions

- 10.3.1. Any agreement arising from this procurement will be based on the IPO's standard terms and conditions of contract for the provision of services (PF31) included with this letter.

10.4.Contract Management

- 10.4.1. The IPO will appoint Contract Managers (CM) to oversee receipt of the service provision. The CM will be the formal point of contact with the successful Tenderer and will act as the focal point for their queries (e.g. supplier management, resource control etc).
- 10.4.2. The successful Tenderer must designate a Service Manager (SM) to co-ordinate their activities and provide a focal point to whom the IPO can confer on any matter concerning the service.
- 10.4.3. Tenderers must identify a clear escalation process should the SM be unable to satisfy the CM of delivery of service.
- 10.4.4. Status, reporting lines/internal relationships and decision-making powers within the successful Tenderer's organisation must be clearly defined.

11. Achieving Transparency of Public Sector Procurement

- 11.1.1. 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.
- 11.1.2. 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:
 - 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;
 - New items of central government spending over £25,000 to published online from November 2010;
 - All new central government contracts to be published in full from January 2011.
- 11.1.3. 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.
- 11.1.4. 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.
- 11.1.5. 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.
- 11.1.6. 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.

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- 11.1.7. The successful Tenderer shall assist and cooperate with the IPO to enable the IPO to publish this Agreement.
- 11.1.8. Tenderers must confirm their acceptance of the above or their bid may not be considered further.