

**Provision of Digital Service Transmission / Unified
Communications**

CLOSING DATE: 17.00 HOURS ON 30/10/2018

SECTION 1

INSTRUCTIONS AND INFORMATION FOR TENDERERS

1 Invitation to Tender

1.1 Rossendale Borough Council ("Rossendale") seeks tenders for the Provision of Digital Service Transmission / Unified Communications

1.2 The Contractor shall be deemed to have satisfied itself before submitting its tender as to the accuracy and sufficiency of the prices stated in the tender which shall (except in so far as is otherwise provided in the Contract) cover all the Contractor's obligations under the Contract and the Contractor shall be deemed to have obtained for itself all necessary information as to risks and any other circumstances which might reasonably influence or affect the Contractor's tender.

2 Submission of Tender

2.1 Tenderers should ensure that their tender is received by Rossendale no later than 17.00 Hours on Tuesday 30/10/2018. Tenders received after the time stipulated will be declared invalid and **will NOT be considered**. It is the responsibility of the contractor to ensure that the response has been received by the Council. This also applies to any tenders sent via courier firms or other delivery method.

2.2 Should personal delivery be preferred, tenders must be handed to the Committee and Member Services Manager, or the nominated deputy officer, at Futures Park, Monday to Friday between the hours of 9 a.m. and 5 p.m. An official receipt must be obtained for the tender if delivered by hand. Under no circumstances must tenders be left at any other Council establishment or in their respective post boxes.

2.3 All submissions shall be in English and prices in Sterling, exclusive of VAT.

2.4 The Tender document should be completed legibly in black ink and returned in an envelope, sealed bearing no name or other distinguishing matter other than the name of the Tender **Provision of Digital Service Transmission / Unified Communications**

Do not reveal the identity of the sender to:

Committee and Member Services Manager,
Rossendale Borough Council,
Room 213,
Futures Park,

Newchurch Road,
Bacup,
Lancashire,
OL13 0BB

3 Point of Contact

- 3.1 Contractors must obtain for themselves and at their own expense all information necessary for the preparation of their tenders. Rossendale will not be liable for any costs incurred in the preparation of the Tender documents.
- 3.2 Before submitting a tender, Contractors should seek to clarify any points of doubt or difficulty initially with the Officer listed above. For this purpose, contact should be made in the first instance by e-mail or by phone.
- 3.3 Should there be any matters of principle or remaining doubt or difficulty which the Contractor considers are not adequately covered in the tender documents, details of these matters should be submitted in writing. The Officer will use best endeavours to answer all requests for clarifying information as quickly as possible but cannot guarantee to provide a response within a given time period.
- 3.4 Where possible, all requests for information should be made no later than 2 working days prior to the closure of the tender. It may not be possible to answer any queries raised thereafter. Again, it is the responsibility of the tenderer to ensure that they have all the necessary information to hand prior to the submission of their tender.

4 Right to Issue Further Instructions

- 4.1 During the tendering period, the Council reserves the right to make any changes to the contract documentation; such changes shall be accepted by the tenderer without reservation.

5 Expenses and Losses

- 5.1 The Council shall not be responsible for, nor pay for, any expenses or losses that may be incurred by any tenderer in preparing their tender proposals. Any recurring costs must be included by the respondent(s) at the time of tender.

6 Confidentiality

- 6.1 The information provided within this Invitation to Tender, together with any further information provided or made available in connection with any further enquiries, must be treated as confidential. The information provided may be made available only to a tenderer's employees, professional advisors and others directly involved with the preparation of

a bid. Information provided shall not be copied, reproduced, distributed or otherwise made available to any other party. The information provided shall not be used for any other purposes than that for which it has been provided by the Council. If the tenderer withdraws or is not successful in being appointed, then the information provided shall be returned to the Council.

- 6.2 During the bid period, whilst Rossendale will not disclose confidential information communicated as such to it by the tenderer, Rossendale reserves the right to disclose information which is materially relevant to the procurement project to all tenderers, even if the information has only been requested by one tenderer, but subject to the duty to protect any tenderers commercial confidence in its bid.

7 Ownership of Tender Documents

- 7.1 The attached documents are, and shall remain the property of the Council and shall be returned with the tender. If no tender is to be submitted, the documents shall be returned pursuant to Rossendale's Invitation to Tender.

8 Signing of Tender Form

- 8.1 The tender form shall be signed:
- Where the tenderer is an individual, by that individual.
 - Where the tenderer is a partnership, by two duly authorised partners.
 - Where the tenderer is a Company, by two Directors or by a Director and the Secretary of the Company, such persons being duly authorised for that purpose.

9 Award of the Contract

- 9.1 The Council reserves the right not to award a contract to any tenderer under this process.

10 Formal Contract

- 10.1 The successful Contractor shall be required to execute a formal Contract with Rossendale and until such execution, the successful tender, together with Rossendale's written acceptance, shall form a binding agreement in the terms of the Contract Documents and where there is any discrepancy or difference between the tender and the (other) Contract Documents, the latter shall prevail. Appendix 1 details the RBC Contract, RBC Data Processor Agreement, RBC GDPR Agreement, RBC GDPR Breach Reporting process.

11 Time Scales Period of the Contract

11.1 Time Scales for this project are set out in Section 2.1 of this document. Criteria for evaluation of the tender are detailed in Section 20 of this document.

11.2 The Contract shall be for the period of two years with the option by Rossendale to extend the contract for a period of one year further. Following the completion of the contract Rossendale would seek to re-negotiate the contract terms and conditions.

12 Stand Still Period

12.1 Under EC Procurement Rules there will be a Stand Still Period of ten days between the awarding of this tender and the completion of a formal contract.

13 Opening of Tenders

13.1 Tenderers, or any representatives thereof, will not be permitted to be present when the tenders are opened.

14 Return of Specified Supplementary Documents

14.1 Failure to return all specified documents by the tender date, will result in the tender being rejected.

15 Arithmetical Errors

15.1 Where examination of tenders reveals errors or discrepancies which would affect the tender figure(s) in an otherwise successful tender. The tenderer must be given details of such errors and discrepancies and afforded an opportunity of confirming or withdrawing their offer.

16 Qualified Tenders

16.1 Qualification of tenders may result in rejection thereof.

17 Payment Terms

17.1 Payment shall be made only after the successful implementation of the Tender services as per specification.

It is the responsibility of the contractor to implement all of the devices at Rossendale. In addition all support services will have to be implemented these include ensuring that the e-billing or customer portal has been updated with all of the new information such as telephone numbers, tariffs, names of people etc.

The service will also be subject to a number of user acceptance tests to identify if all the services are functioning correctly. Until, Rossendale is satisfied that the solution is working and fit for purpose no payments will

be made. All connectivity issues, e-billing problems, software faults or bugs are the responsibility of the contractor to resolve.

18 Interviews

- 18.1 The Council reserves the right to request that Contractors attend an interview. Such interviews shall be used to provide clarification and may be taken into account in the evaluation process.

19 Site Visits

- 19.1 Rossendale reserves the right to visit Contractors premises and proposed data centres that will be used to deliver the Telephony / Mobile services. Information provided to the Council during these visits may be used during the evaluation of tenders as already specified in this document.

20 Evaluation Criteria

- 20.1 Rossendale shall use the following criteria and subsequent weighting in its evaluation of the tender:

Activity	% Split
Total Price	40%
Implementation services	45%
Contract flexibility	15%

21 Evaluation Process and Award of Tender

- 21.1 Rossendale will use reasonable endeavours to open the tenders within 7 days after the date of closure.
- 21.2 The tenders received and accepted will be evaluated having regard to the best interests of Rossendale, ensuring the best and most economically advantageous arrangement for the Council. Rossendale does not bind itself to accept the highest or lowest of any bid and reserves the right of accepting a tender either in whole or in part.
- 21.3 All Contractors will be informed in writing as to whether their tender has been accepted in part, in whole or rejected in its entirety, EXCEPT where no satisfactory tender is received. In such a circumstance, the Head of Customer Services and ICT will write to all tenderers explaining the situation and give them an opportunity to revise their tenders to within what it considers acceptable estimates.

22 Post award of tender

- 22.1 The successful tenderer(s) will be advised as soon as practicable after the evaluation process.

23 Freedom of Information Act 2000

- 23.1 All information relating to any tender made to Rossendale or any contract to which Rossendale is party to will be covered by the Freedom of Information Act 2000. Rossendale will be under a legal obligation to disclose such information if requested unless an exemption applies.

24 Misrepresentation Act 1967

- 24.1 Rossendale gives notice that:

1. These particulars do not constitute any offer or contract.
2. All statements are made without responsibility on the part of Rossendale.
3. None of the statements contained herein are to be relied on as statements or representations of fact.
4. All tenderers must satisfy themselves, by inspection or otherwise, as to the correctness of the statements contained in these particulars.

25 Disclaimer

- 25.1 The issue of this tender does not commit Rossendale to accept any bid. Rossendale reserves the right to vary or change all or any part of the basis of the procedures for the tender process at any time or not to proceed with the proposed tender at all.
- 25.2 In no circumstances shall Rossendale or its staff, agents or advisors incur any liability whatsoever or be liable for any expenses or loss or damage incurred by tenderers at any time.

26 Terms and Conditions

- 26.1 Terms and Conditions will be set out in the attachments provided. These highlight all of the service levels and remedies for non performance.

27 Schedule of Works

- 27.1 Tender submissions must include a cost analysis in the format as detailed in SECTION 2.
- 27.2 This tender is issued on behalf of Rossendale and no tender will be considered unless all of the sections have been completed in full.

28 Company Profile and Operational Information

The following information **must** be submitted in order for the evaluation process to be completed:

28.1 Financial Viability

28.1.1 Evidence of financial standing shall be provided. To that end, tenderers should submit:

- A copy of the Annual Report.
- A statement of audited accounts for the past two financial years to include statements of turnover (both overall and for the work or services for which a contract may be let).
- Details of any significant changes to the Company since the last set of audited accounts.
- Banker's references.

28.1.2 A financial analysis of the tenderer's company accounts shall be carried out.

28.1.3 Should the most recent audited accounts be more than eighteen months old, please provide the most recent draft audited accounts. The Council reserves the right to request further financial information at the evaluation stage.

28.2 **Company Profile**

28.2.1 Please submit a company profile outlining:

- The main business area.
- Age of the company and size.
- Number and functions of employees for each of the last three years.
- Numbers of managerial personnel during the same period.
- Technical capacity, including the tenderers quality management systems, human resources, health and safety, environmental management systems, equality and diversity policies particularly where relevant to the performance of the contract.
- A list of the principal contracts carried out in the last three years with their values.
- Evidence of public liability insurance, professional indemnity insurance.

29 **Monitoring Arrangements**

29.1 Please give details of how you intend to monitor the service in tandem with Rossendale with particular reference to:

- Quality
- Timescales
- Accuracy
- Security and Confidentiality

30 **References**

30.1 Please provide contact details of all similar organisations for whom you have carried out similar projects, including details of relevant experience

in central and / or local government. Section 8 highlights the supplier reference questionnaire that will be sent out.

31 Contractors and sub-Contractors

- 31.1 Where appropriate, please provide details of the Prime Contractors with any Sub-contractors. This should include the name of the principal contact with address, telephone number, email address and address of the registered office, if different from the contact address. Rossendale will have the right to decide to deal with the actual Telephony / Mobile provider if the vendor is not the actual provider.
- 31.2 Please provide information regarding court actions and/or industrial tribunals and confirmation regarding eligibility to tender under the Public Services Contracts Regulation 1993 (as amended).

32 Description of Timescales and Project/Implementation Management

- 32.1 Please give an initial indication of timescales of the proposed project.
- 32.2 It is anticipated that a number of discussions will need to take place between the successful tenderer and Rossendale once the contract has been awarded in order to 'fine tune' all of the requirements. However, at the earliest opportunity, the successful tenderer must submit a Project Plan and a Delivery and Implementation Plan.

This may include the physical swap over of existing mobile telephones, data cards. The contractor will manage the entire swap over process and provide a detailed plan for Rossendale of how the activity will be performed and managed.

- 32.3 The Project Plan must detail the approach and how the timescales from that point may be achieved, including any inputs that may be required by the Council.
- 32.4 The Delivery and Implementation Plan will help ensure a jointly agreed set of activities and timetable between the client and service provider (as part of the contract) for all significant events from an agreed point following the award of contract, up to and including the start of full scale service delivery or operational use of the solution. It is essential that all parties to implementation have a shared understanding of the risks, the main tasks and who is responsible for what.

SECTION 2

Requirement

- 108 Connections
- 24 Voice
- 83 Voice & Data
- 1 Mobile Broadband

Voice Connections

500 shared minutes and at least 500 texts per month

1300 shared minutes and at least 1300 texts per month

Voice & Data Connections

Looking at options as follows:

Option 1 – SIMO Tariff 5GB Data, unlimited minutes and texts, conference call facility for up to 10 devices, EU roam like home

Option 2 – SIMO Tariff 8GB Data, unlimited minutes and texts, conference call facility for up to 10 devices, EU roam like home

Option 3 – Standard Tariff 3GB, unlimited minutes and texts, conference call facility for up to 10 devices, EU roam like home

Option 4 – Standard Tariff 6GB, unlimited minutes and texts, conference call facility for up to 10 devices, EU roam like home

Please provide the costs per user per month

Hardware

Provide up to 50 Samsung Tab A 10.1 30 gig Tablets plus protective covers

Other Requirements

The following table details the various costs associated with mobile devices could you please annotate all the various costs broken into the associated call brackets.

We assume that the insurance per device will be included FOC has part of the initial deal with the new devices.

Description	Price
Monthly rental per number	
Calls to UK national numbers	
Calls to 0800, 0845	
Calls to 0870, 0871	
Calls to UK Mobile provider	
Calls to other mobile providers	
Calls to any other UK networks	
Calls to Foreign networks	
Data to Foreign networks	
Calls to 0300 & 0345	
Calls to 0370 & 0371	

Section 3

Administration and Billing Requirements – Billing Manger Portal

- Rossendale requires a Web Based Portal for Day-to-Day maintenance of all its Mobile devices. Rossendale needs to replicate its current structure on the portal and assign devices to individuals therein. We require functionality that will enable Rossendale to manipulate and change this structure as the need arises and the ability to move employees around within the structure. Rossendale requires the changes that are made in the management portal to be reflected in real time updates.

- Rossendale requires a comprehensive reporting tool which will allow us to dissect all elements of our contract, for both analysis and billing purposes. As such Rossendale requires reporting functionality against the following area:
 - Text Msg UK
 - Text Msg Foreign ie Non UK
 - Non Geographic Number
 - Data Abroad
 - Other voice call
 - Call Return
 - Premium Rate Call
 - Roam Call Made Overseas
 - Directory Enquiries
 - Roam Text Made Overseas
 - UK to Abroad
 - Inter Company Call
 - WAP call
 - Picture Message
 - MPAY
 - Internet
 - Roam Call MT
 - EU roam like home

- Rossendale requires the Portal to distinguish between devices; we need to be able to clearly see which mobile number is linked to which device, including Smart Phones, Data Cards and SIM only.

- The contractor will be responsible for the updating of the e-billing manager with all of the relevant details prior to the implementation. All the required details will be agreed with Rossendale prior to contract commencement.

- Following the implementation of the contract Rossendale will expect the contractor to update and maintain the e-billing system. However, Rossendale will require the ability to amend the e-billing application in real time if required.

Section 4

Admin Support for Account Co-ordinators

- Rossendale requires a Dedicated Account Manager to oversee the main contract, which will be contactable for contract enquires and decisions.
- Rossendale requires free access to a Customer service team which is available 24 by 7 to answer queries, make amendments to the account and manage day to day enquires.
- Rossendale requires free access to a Technical Support Team which is available 24 by 7 to resolve any technical enquires for all devices.
- Rossendale requires all contracts taken over the main contract period to run co-terminus to the central contract.
- Rossendale wishes to keep its current set of numbers and require the selected contractor to perform any port of numbers across to the chosen providers network including the acquisition, transfer of PAC codes and any other associated activities involved in the process around transferring and the operational delivery of the number changes. The contractor will ensure that there is no downtime during any number change and are fully responsible for all communication between the various parties in order to facilitate a seamless changeover. All issues will be the responsibility of the contractor to both manage and resolve, also ensuring Rossendale are kept up to date with the progress.
- The contractor will produce a project plan detailing the migration of all numbers which will be agreed by Rossendale before commencement. During this process the contractor will provide telephone numbers for any information or progress on the activity.
- Rossendale requires the facility to perform number swaps when upgrading any handsets.
- Rossendale requires the provision of Information sheets for all aspects of support i.e. exactly what is required of Rossendale and its users in any eventuality. These procedures will clearly define the vendors requirements of Rossendale when;

Ordering goods and services
Registration of Devices
Cancellation of contracts
Number swaps
Fault finding and diagnostic checks

- Rossendale requires all new and replacements handsets to be delivered pre-connected to the central account.
- Rossendale requires the facility to send Group/Global SMS messages to all devices capable to receiving a SMS message attached to the main contract.

End User Support

- Rossendale requires access to a Free Support Number 24/7 365 days per year to enable all Rossendale users to contact the Mobile provider in the eventuality of:-
 - A fault with a handset or SIM
 - Loss of a handset or device
 - If a handset or device is stolen
- Rossendale require 24 Hour/Next day delivery on replacement handsets that Rossendale purchase
- Rossendale will be able to report lost, stolen, faulty device within 1 week and still be covered by insurance and not within 24 hours as this is not always possible or feasible for the business to report in 24 hours.

Section 5

Supplier reference Questionnaire

Rossendale Borough Council is currently reviewing suppliers of Telephony / Mobile services. We have been given your details to approach for a reference regarding their product. Please can you please provide answers to the following questions to assist us in the evaluation of suppliers?

1. Which authority or organisation do you represent?
2. What did the supplier provide you with?
3. Did the company provide overall value for money in implementing your system?
4. Were you satisfied with the project management of your contract? Was it completed on-time and on-budget?
5. Were you satisfied with the overall system technical solution and have you remained so in the time since your contract began?
6. Would you recommend the supplier as a partner in both the initial and continuing development of a Telephony / Mobile service?
7. How would you rate the technical support you receive from the company?
8. Do you have any particular comments – either positive or negative that you feel would assist us in completing our tender evaluation?

	Poor	Fair	Good	Excellent
Functionality:				
How would you rate the standard 'out of the box' functionality?				
How would you rate any extra 'chargeable' functionality?				
How well did the Telephony / Mobile service meet your company's needs?				
Implementation:				
How would you rate the project management services provided by the Telephony / Mobile service provider				
How would you rate the training provided?				
How would you rate the system documentation provided?				

Post Sale Service:				
How would you rate the technical support provided?				
How would you rate the account management services provided to your company?				
How would you rate your companies working relationship with the Telephony / Mobile service provider				