****

**FURTHER COMPETITION**

**FOR**

**MICROSOFT ENTERPRISE (SUBSCRIPTION) AGREEMENT**

**CONTRACT**

**UNDER FRAMEWORK RM3733 TECHNOLOGY PRODUCTS 2**

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# glossary

## In this Further Competition Invitation the following words and phrases have the following meanings:

## “**Authority**” means Freebridge Community Housing, Juniper House, Austin Street, King’s Lynn, Norfolk, PE30 1DZ;

## **“CCS”** means Crown Commercial Service;

## “**Contract**” has the meaning set out in Framework Agreement Schedule 4;

## “**Further Competition**” means the process used to establish a Contract that facilitates the provision of a Microsoft Enterprise Agreement;

## “**Further Competition** **Invitation**” means this document and all related documents published by the Authority in relation to this Further Competition;

## “**Marking Scheme**” means the range of marks that may be given to a Potential Provider depending on the quality of its response to a question which is located in the boxes below the applicable question;

## “**Minimum Total Score**” means the minimum score that the Potential Provider must obtain in order to be awarded the Contract;

## “**Total Score Available**” means the maximum potential score that can be awarded for a response to a question;

## “**Potential Provider**” means a company that submits a Tender in response to the Further Competition Invitation;

## “**Supplier**” means the Potential Provider with whom the Authority has concluded the Contract;

## “**Tender**” means the Potential Provider’s formal offer in response to the Invitation to Tender;

## “**Tender Clarifications Deadline**” means the time and date set out in paragraph 4 for the latest submission of clarification questions; and

## “**Tender Submission Deadline**” means the time and date set out in paragraph 4 for the latest uploading of Tenders.

# introduction

## This Further Competition Invitation relates to the Further Competition to award a Microsoft Enterprise Agreement Contract to a sole Supplier.

## This Further Competition Invitation contains the information and instructions the Potential Provider needs to submit a Tender.

## This Further Competition is being conducted under the CCS Framework RM3733 Technology Products 2 agreement.

# OVERVIEW OF Invitation to tender

## The following appendices accompany this ITT:

### **Appendix A – Terms of the Further Competition**

### Sets out rights and obligations which apply to the Potential Provider and the Authority during this Further Competition.

### **Appendix B – Lot Specification**

### A detailed description of the services that the Supplier will be required to supply to the Authority.

### **Appendix C – Further Competition Questionnaire**

### A template containing questions which the Potential Provider is required to respond to.

# FURTHER COMPETITION TIMETABLE

## The timetable for this Further Competition is set out in the table below.

## This timetable may be changed by the Authority at any time. The Potential Provider will be informed if changes to this timetable are necessary.

## All Tenders must be received by the Authority before the Tender Submission Deadline.

## Tenders received on or after the Tender Submission Deadline may be rejected by the Authority to ensure that all Potential Providers are treated fairly. The decision whether to reject a Tender received after the Tender Submission Deadline is made entirely at the Authority’s discretion.

| **DATE** | **ACTIVITY** |
| --- | --- |
| Wednesday 8th February 2017 | Publication of the Further Competition Invitation |
| Friday 10th February 2017 | Clarification period starts |
| Friday 24th February 2017 | Clarification period closes (“**Tender Clarifications Deadline**”) |
| Friday 17th March 2017 | Deadline for the publication of responses to Tender Clarification questions |
| Friday 31st March 2017 | Deadline for submission of a Tender to the Authority Contract (“**Tender Submission Deadline**”) |
| Saturday 1st July 2017 | Expected commencement date for the Contract |

# questions AND CLARIFICATIONS

## Potential Providers may raise questions or seek clarification regarding any aspect of this Further Competition at any time prior to the Tender Clarification Deadline.

## All questions must be raised via the CCS eSourcing tool.

## The Authority will not enter into exclusive discussions regarding the requirements of this Further Competition with Potential Providers.

## To ensure that all Potential Providers have equal access to information regarding this Further Competition, the Authority will publish all its responses to questions raised by Potential Providers on an anonymous basis.

## Responses will be published in a Questions and Answers document to all companies who expressed an interest and were subsequently invited to tender.

## At times the Authority may issue communications to the email address for the tender contact provided in Appendix C (Further Competition Questionnaire), therefore please ensure that this mailbox is reviewed on a regular basis.

# Price

## Pricing will be determined on the Unit Cost for subscription licences and quantity as detailed below:-

|  |  |  |
| --- | --- | --- |
| **Part Number** | **Item Name** | **Quantity** |
| **Online Services** | https://www.explore.ms/images/sort_blank.gif | https://www.explore.ms/images/sort_blank.gifhttps://www.explore.ms/images/sort_blank.gifhttps://www.explore.ms/images/sort_blank.gifhttps://www.explore.ms/images/sort_blank.gifhttps://www.explore.ms/images/sort_blank.gifhttps://www.explore.ms/images/sort_blank.gifhttps://www.explore.ms/images/sort_blank.gifhttps://www.explore.ms/images/sort_blank.gif |
| AAA-10726 | SPE E3 FromSA ShrdSvr ALNG SubsVL MVL PerUsr | 250 |
| **Additional Products** |  |  |
| YEG-00632 | SfBSvrPlusCAL ALNG LicSAPk MVL forECAL UsrCAL | 250 |
| AAA-11392 | SfB Plus CAL ShrdSvr ALNG SubsVL MVL PerUser | 250 |
| 9EP-00037 | SysCtrDatactrCore ALNG LicSAPk MVL 2Lic CoreLic | 88 |
| MX3-00115 | VSEntwMSDN ALNG LicSAPk MVL | 1 |
| 6VC-02567 | WinRmtDsktpSrvcsCAL ALNG SubsVL MVL PerUsr | 250 |
| 9EA-00039 | WinSvrDCCore ALNG LicSAPk MVL 2Lic CoreLic | 8 |

# Submitting a tender

## Potential Providers must submit a Tender via the CCS eSourcing tool.

## A Tender must remain valid and capable of acceptance by the Authority for a period of 30 days following the Tender Submission Deadline. A Tender with a shorter validity period may be rejected.

# tender EVALUATION

## Tenders will be evaluated in line with the Marking Scheme set out in Appendix C (Further Competition Questionnaire).

## The Total Score Available for each question set out in Appendix C (Further Competition Questionnaire) is as follows:

| **QUESTION NUMBER** | **QUESTION** | **TOTAL SCORE AVAILABLE** |
| --- | --- | --- |
| [1] | Company Information | Information Only |
| [2] | Potential Provider Contact | Information Only |
| [3] | Quality | 10 |
| [4] | Price | 90 |
| **Total** | | **100** |

# CONTRACT AWARD

## The Potential Provider that achieves the highest total score will be awarded the Contract.

## If two or more Potential Providers obtain the highest total score, the Potential Provider with the highest score for the Quality element will be deemed the winner and awarded the Contract.

## If the Authority receives only one Tender in relation to this Further Competition, the Potential Provider will be awarded the Contract provided that they meet the Minimum Total Score of 90.

# Appendix A – Terms of the Further Comeptition

# INTRODUCTION

## These Terms of the Further Competition regulate the conduct of the Potential Provider and the Authority throughout the Further Competition. These terms also grant the Authority specific rights and limit its liability.

## In these Terms of the Further Competition any reference to 'person' includes, but is not limited to, any person, firm, body or association, corporate or incorporate.

# CONDUCT

1. The Potential Provider agrees to abide by these Terms of the Further Competition and any instructions given in the Further Competition Invitation and agrees to ensure that any of its staff, contractors, subcontractors, consortium members and advisers involved or connected with the Further Competition abide by the same.

## Contact during the Further Competition exercise and canvassing

1. The Potential Provider must not directly or indirectly canvass any Minister, public sector employee or agent regarding this Further Competition or attempt to procure any information from the same regarding the Further Competition (except where permitted by the Further Competition Invitation). Any attempt to do so may result in the Potential Provider’s disqualification from this Further Competition.

## Collusive Behaviour

### The Potential Provider must not (and shall ensure that its subcontractors, consortium members, advisors or companies within its Group do not):

#### fix or adjust any element of the Tender by agreement or arrangement with any other person;

#### communicate with any person other than Freebridge Community Housing, the value, price or rates set out in the Tender or information which would enable the precise or approximate value, price or rates to be calculated by any other person;

#### enter into any agreement or arrangement with any other person, so that person refrains from submitting a Tender;

#### share, permit or disclose to another person, access any information relating to the Tender (or another Tender to which it is party) with any other person; or

#### offer or agree to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any other person for doing or having done or causing or having caused to be done in relation to the Tender any other Tender or proposed Tender, any act or omission,

except where such prohibited acts are undertaken with persons who are also participants in the Potential Provider’s Tender, such as subcontractors, consortium members, advisors or companies within its group, or where disclosure to such person is made in confidence in order to obtain quotations necessary for the preparation of the Tender or obtain any necessary security.

### If the Potential Provider breaches paragraph 2.2.1, the Authority may (without prejudice to any other criminal or civil remedies available to it) disqualify the Potential Provider from further participation in the Further Competition.

### The Authority may require the Potential Provider to put in place any procedures or undertake any such action(s) that the Authority in its sole discretion considers necessary to prevent or curtail any collusive behaviour.

# COmpliance

1. The Potential Provider agrees that in cases where their Tender is deemed non-complaint when compared with the requirements set out within the Invitation to Tender (e.g. budget, terms and conditions) they will be excluded from the Further Competition.

# RIGHT TO CANCEL OR VARY THE Further Competition

## The Authority reserves the right:

### To amend, clarify, add to or withdraw all or any part of the Further Competition Invitation at any time during the Further Competition;

### to vary any timetable or deadlines set out in the Further Competition Invitation;

### not to conclude a contract for some or all of the goods and/or services (as applicable) for which Tenders are invited; and

### cancel all or part of the Further Competition at any stage at any time.

## The Potential Provider accepts and acknowledges that by issuing the Further Competition Invitation, the Authority is not bound to accept a Tender or obliged to conclude a contract with the Potential Provider at all.

# Appendix B – LOT SPECIFICATION

# INTRODUCTION AND BACKGROUND TO THE AUTHORITY

## Freebridge Community Housing own and manages close to 7,000 homes in West Norfolk. It works closely with local authorities, agencies and community groups to meet local social housing needs and to provide wider community services.

# Background to requirement/OVERVIEW of requirement

## The Authority currently has a Microsoft Enterprise Agreement to 30th June 2017.

# SPECIFICATION

## The Authority is seeking the provision of a Microsoft Enterprise Agreement for a contract period of three years from 1st July 2017.

## All quotations are to be sourced from the Framework RM3733 Technology Products 2 agreement.

## The schedule of subscription licences to be provided are as below:-

|  |  |  |
| --- | --- | --- |
| **Part Number** | **Item Name** | **Quantity** |
| **Online Services** | https://www.explore.ms/images/sort_blank.gif | https://www.explore.ms/images/sort_blank.gifhttps://www.explore.ms/images/sort_blank.gifhttps://www.explore.ms/images/sort_blank.gifhttps://www.explore.ms/images/sort_blank.gifhttps://www.explore.ms/images/sort_blank.gifhttps://www.explore.ms/images/sort_blank.gifhttps://www.explore.ms/images/sort_blank.gifhttps://www.explore.ms/images/sort_blank.gif |
| AAA-10726 | SPE E3 FromSA ShrdSvr ALNG SubsVL MVL PerUsr | 250 |
| **Additional Products** |  |  |
| YEG-00632 | SfBSvrPlusCAL ALNG LicSAPk MVL forECAL UsrCAL | 250 |
| AAA-11392 | SfB Plus CAL ShrdSvr ALNG SubsVL MVL PerUser | 250 |
| 9EP-00037 | SysCtrDatactrCore ALNG LicSAPk MVL 2Lic CoreLic | 88 |
| MX3-00115 | VSEntwMSDN ALNG LicSAPk MVL | 1 |
| 6VC-02567 | WinRmtDsktpSrvcsCAL ALNG SubsVL MVL PerUsr | 250 |
| 9EA-00039 | WinSvrDCCore ALNG LicSAPk MVL 2Lic CoreLic | 8 |

3.4 Tenders must be submitted for the whole of the schedule of subscription licences. Tenders for part only will be rejected.

# Appendix C – Further Competition Questionnaire

# introduction

## Appendix C sets out the questions that will be evaluated as part of this Further Competition.

## The following information has been provided in relation to each question (where applicable):

### Weighting – highlights the relative importance of the question;

### Guidance – sets out information for the Potential Provider to consider when preparing a response; and

### Marking Scheme – details the marks available to evaluators during evaluation.

# DOCUMENT COMPLETION

## Potential Providers **must** provide a response to every question in the blue shaded boxes. All responses must be in Arial font, no less than size 11.

## Potential Providers **must not** alter / amend the document in any way.

## Potential Providers **must not** submit any additional information with your Tender other than that specifically requested in this document or Appendix B – Lot Specification.

# RESPONSE TEMPLATE

|  |  |  |
| --- | --- | --- |
| **[1]** | **COMPANY INFORMATION** | |
| [1.1] | Please state your full company name |  |

|  |  |  |
| --- | --- | --- |
| **[2]** | **POTENTIAL PROVIDER CONTACT** | |
| [2.1] | Please state the contact’s name |  |
| [2.2] | Please state the contact’s telephone number |  |
| [2.3] | Please state the contact’s e-mail address |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **[3]** | **QUALITY QUESTION** | | **Weighting 10%** |
| **Guidance:** | | | |
| Please give details on how often meetings would occur and the method (e.g. face-to-face, conference call) | | | |
| **Question:** | | | |
| How would you propose that Account Management meetings take place between the Authority and Potential Provider? | | | |
| **Maximum 50 words** | | | |
| **Marking Scheme:** | | | |
| The following marking scheme will be used to assess the response provided to this question: | | | |
|  | | The maximum mark available for Quality will be 10. Marks will be awarded according to meeting frequency (5) and method (5) | |

|  |  |  |  |
| --- | --- | --- | --- |
| **[4]** | **PRICE** | **Weighting 90%** | |
| **Guidance:** | | | |
| This is a fixed annual price for the duration of the Enterprise Agreement for those licences detailed in Appendix B – Lot Specification  All prices shall be in GBP and exclusive of VAT. | | | |
| **Question:** | | | |
| Total Annual Cost of Providing subscription licences as detailed in Appendix B – Lot Specification | | | £ |
| **Marking Scheme:** | | | |
| The maximum mark available for Price will be 90. This mark will be awarded to the lowest priced Potential Provider. Remaining Potential Providers will receive a mark out of this maximum mark on a pro rata basis dependent on how far they deviate from the lowest price.  The calculation that will be used to determine marks is as follows:  Score = Lowest Tender Price     x  90 (maximum mark available)  Tender Price | | | |