



17 August 2017

**Tel:** (01743) 252051

**Fax:** (01743) 255901

Please ask for: [REDACTED]

Email: [procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)

RMCI 022

Dear Sirs

**RMCI 022 – CONTACT CENTRE UNIFIED COMMUNICATIONS SYSTEM  
TENDERED UNDER RM1045 LOT 5**

**SHROPSHIRE COUNCIL**

You have been invited to tender for the above requirement. With this letter please find copies of the following documents:

1. Invitation to Tender for Contact Centre Unified Communications
2. General Further Competition Order Form
3. Appendix 1 – Statement of Requirements

Tenders should be made on the enclosed Order Form. Your Tender must be completed, signed and returned through our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.

Please pay particular attention to the points below concerning the returning of tenders.

Returning of Tenders

- The deadline for returning tenders is **noon on 1 February 2017** any tenders received after this time will not be accepted
- Tenders are to be submitted through Delta, our electronic tender portal
  - Please ensure that you allow yourself at least two hours when responding prior to the closing date and time, especially if you have been asked to upload documents. If you are uploading multiple documents you will have to individually load one document at a time or you can opt to zip all documents in an application like WinZip. Failure to submit by the time and date or by the method requested will not be accepted.
  - **Once you upload documentation ensure you follow through to stage three and click the 'response submit' button. Failure to do so, will mean the documents won't be viewable by the Council.**

Tenders **cannot** be accepted if:

personal info

- Tenders are received by post, facsimilie or email
- Tenders are received after **12 noon on the given deadline**

### Freedom of Information

Under the provisions of the Freedom of Information Act 2000 from 1 January 2005, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. Information about your organisation, which Shropshire Council may receive from you may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

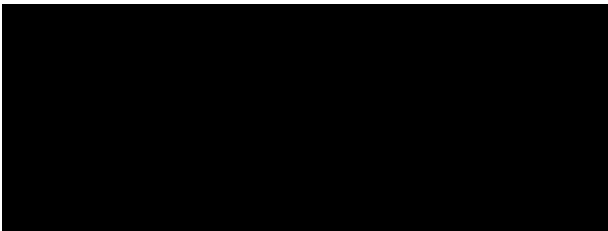
Therefore if you provide any information to Shropshire Council in the expectation that it will be held in confidence, you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

### Other Details

Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender.

If you have any queries relating to this invitation to tender, please contact us through the Delta Portal.

Yours faithfully



Commissioning Development & Procurement Manager

Commissioning Development & Procurement

[procurement@shropshire.gov.uk](mailto:procurement@shropshire.gov.uk)

Tel: 01743 252993

Enc

**Network Services Agreement RM1045  
Framework Schedule 4  
(Template Order Form and Template Call Off Terms) Part 1(c)**

## **General Further Competition Order Form**

This Order Form must be used to run a General Further Competition under the Network Services Agreement

Before commencing a General Further Competition and completing this Order Form, please refer to the guidance ([How to complete a general further competition order form](#)) provided which is available from the Crown Commercial Service (CCS) website on the agreement web page:  
<http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1045>

### **Order Form completion**

The Order Form consists of the following sections, please complete as follows:

#### **Section A – General information**

The Customer must complete the blue boxes in this section before issue to Suppliers.  
The Supplier must complete the grey sections as part of the General Tender Response.

#### **Section B – Details of the requirement**

The Customer must complete this section before issue to Suppliers.

#### **Section C – Location details/requirements**

The Customer must complete this section before issue to Suppliers.

#### **Section D - Milestone plan**

The Customer to complete this section, if required, before issue to Suppliers.

#### **Section E - Compatibility information**

The Customer to complete this section, if required, before issue to Suppliers.

#### **Template Call Off Terms**

The Customer must amend the template Call Off Terms as required. The revised terms must be issued to Suppliers with the Order Form.

#### **Section F – Supplier response**

The Supplier must complete this section for submission as part of the General Tender Response.

#### **Section G - Call Off Contract award**

The Supplier must complete the grey boxes in this section.  
The Supplier must complete details in the signature box and **sign** before submitting a General Tender Response.  
The Customer must complete and sign this section to award a Call Off Contract to the successful Supplier.



## Section A General information

This Order Form is issued in accordance with the provisions of the Network Services Framework Agreement RM1045.

The Supplier shall supply the Services specified in this Order Form to the Customer on and subject to the terms of this Order Form and the Call Off Terms (together referred to as the "Call Off Contract") for the duration of the Call Off Contract Period.

The Call Off Terms that will apply to the Call Off Contract are as specified in the Template Call Off Terms (Framework Schedule 4, Part 2). The only amendments that can be made, by the Customer, to the Call Off Terms are those identified in sections B and D of this Order Form, or where permitted in the Template Call Off Terms.

### Customer details

#### Customer Organisation name

Shropshire Council

#### Customer billing address

Your organisation's billing address, please ensure you include a postcode

Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury, Shropshire, SY2 6ND

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#### Customer Representative

The name of your point of contact for this requirement

#### Customer Representative details

Please provide full address details, email address and telephone number

a. Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury, Shropshire, SY2 6ND,

### Supplier details

#### Supplier name

The Supplier organisation name, exactly as it appears on the Framework Agreement. A document listing all Supplier names and registered addresses has been provided for Customers on the agreement web page.

Click here to enter text.

#### Supplier address

The Supplier's registered address

Click here to enter text.

#### Supplier Representative

The name of the Supplier point of contact for this requirement

Click here to enter text.

#### Supplier reference number

A unique number provided by the Supplier at the time of the General Tender Response. This number should be reported in the financial MI return.

Click here to enter text.

## Section B Details of the requirement

The following details form the basis of a Request for Proposal (RFP) which will be used to award a Call Off Contract.

Suppliers must refer to the Statement of Requirements (SoR) attached (which will form schedule 2, annex 1 of the Call Off Terms) when preparing their General Tender Response.

### Customer project reference

Please provide a project reference, this will be used in Management Information provided by Suppliers to assist CCS with Framework management.

[RMCI 022](#)

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### Customer Statement of Requirements (SoR) reference

Please complete an SoR in accordance and attach it to this Order Form, please provide the reference number of your SoR.

[Appendix 1](#)

### Closing date for Supplier responses

[Click here to enter a date: 1st February 2017](#)

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### Lot or Lots covered by this requirement

[Lot 5](#)

### eAuction

Please indicate if you are proposing to utilise an electronic reverse auction following an initial full evaluation of all Supplier General Tender Responses. Framework Schedule 5 (Call Off Procedures) paragraph 5 (E-Auctions) outlines the requirements for an eAuction under the agreement.

Yes  No

### Last price paid

Please provide the expenditure in the last full financial year by your organisation covering the services being replaced by this Call Off Contract (if applicable). Please provide any relevant details to explain the figure.

[Click here to enter text: Contact Centre Telephony, monthly subscription per agent, total cost in last Financial Year £80,000 Social Media Management Software, total cost last Financial Year £20,000 – Total Cost £100,000](#)

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### Call Off Commencement Date

The Call Off Commencement Date is the date of dispatch of this Order Form, following signature by the Customer. This date can be found in section G of this Order Form.

### Expected Call Off Commencement Date

Please provide an indication of the planned Call Off Commencement Date. This will assist Suppliers in preparing their bid, but if provided is for guidance only.

[1st May 2017](#)

### Call Off Initial Period

Any period in Months, up to the maximum Call Off Initial Period of 60 Months.

[Click here to enter text: 60 Months](#)

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### Call Off Extension Period

The maximum Call Off Extension Period is 24 Months.

[Click here to enter text: 24 Months](#)

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### Implementation Plan required?

### Quality Plan required?



Tick as required. See clause 7 of the Call Off Terms  
Yes   No

Tick as required. See clause 8 of the Call Off Terms  
Yes  No

**Please note**

Selecting, or ticking 'yes' to any of the following options may have cost implications and limit the ability of some Suppliers to respond to your request for a General Tender Response.  
Please ensure you read the 'How to run a General Further Competition' guidance which is available on our agreement web page. Details of the implications and risks of the following options are outlined in this guidance.

**Additional Standards (Quality Plan) required?**

See clause 8 of the Call Off Terms.

Yes  No

Please state with brief description

**Milestone plan required?**

Tick as required. See clause 6 of the Call Off Terms. See section D of this form, please complete the table.

Yes  No

**Service compatibility assessment required?**

Tick as required. See clause 7.1.4 (c) to (k) of the Call Off Terms and Section E of this form which requires you to provide additional information.

Yes  No

**Testing required?**

Tick as required. See clause 9 of the Call Off Terms

Yes  No

**Bespoke information security management systems (ISMS) required?**

Tick as required. See call-off Schedule 7

Yes  No

**Customer Security Policy or ICT Policy to apply?**

Tick as required. See call-off Schedule 7 and clauses 7.1.3 and 8.3.3 of the Call Off Terms for references.

Yes  No

**Perpetual licences required?**

Tick as required. See clause 30.8 of the Call Off Terms.

Yes  No

**Exit provisions apply?**

Tick as required. See clause 42.5 of the Call Off Terms.

Yes  No

**Service Maintenance Level (SML) option**

Indicate required Service Maintenance Level (SML), or state that your SML requirements are detailed in your attached Statement of Requirements.

See clause 10 of the Call Off Terms and Call Off Schedule 6.

[Click here to enter text.SML Requirements are detailed in the attached Statement of Requirements.](#)

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**Bespoke Service Period**

The standard period is one Month.

Please specify any different requirement here. See Call Off Schedule 1 (Definitions) 1 Month

**Benchmarking required?**

Tick as required. See clause 23 of the Call Off Terms and Call Off Schedule 14.

Yes  No

**Benchmarker name**

[Click here to enter text.](#)

**Benchmarker address**

[Click here to enter text.](#)

**Comparison of price** Please see Call Off Schedule 14

[Click here to enter text.](#)

**Comparison of Service Levels** Please see Call Off Schedule 14

[Click here to enter text.](#)

**Benchmarker frequency**

Please see Call Off Schedule 14, and detail required changes to the frequency described.

[Click here to enter text.](#)

**Additional performance monitoring requirements?**

Tick as required. See Call-Off Schedule 6, Annex 1 to part B

Yes  No

**Additional performance monitoring requirements**

Please provide details of requirements

[Click here to enter text.](#)

**Bespoke Service Credit Cap?**

Tick as required. See definition of Service Credit Cap in Call Off Schedule 1 (Definitions).

Yes  No

**New Service Credit Cap**

Please provide the revised Service Credit Cap.

[Click here to enter text.](#)

**Appointment of Key Personnel?**

Tick as required. See clause 24 of the Call Off Terms

Yes  No

**Continuous improvement required?**

Tick as required. See clause 15 of the Call Off Terms.

Yes  No

**Full Audit transparency required?**

Defined as Auditor access to those elements set out in clause 18.2.2 (r).

Tick as required. See clause 18 of the Call Off Terms. If required, please provide additional information in your SOR.

Yes  No

**Supplier business continuity and disaster recovery (BCDR) plans****Standard Supplier plan to apply?**

See clause 12 of the Call Off Terms and Schedule 8 of the Call Off Terms.

Yes  No

**Bespoke BCDR Plan required?**

Tick as required. See clause 12 of the Call Off Terms.

If required, please provide additional information in your SOR.

Yes  No



**Call-off Guarantor required?**

Tick as required. See clause 4.1 of the Call Off Terms

Yes  No

**Financial distress provisions required?**

Tick as required. See clause 20 of the Call Off Terms and Schedule 5 of the Call Off Terms.

Yes  No

**Rating Agency 1**

Please give name of required Rating Agency, see Call Off Schedule 5.

[Click here to enter text.](#)

**Rating Agency 1 - Credit Rating Threshold**

Please state the minimum credit rating level, see Call Off Schedule 5

[Click here to enter text.](#)

**Rating Agency 2**

Please give name of required Rating Agency, see Call Off Schedule 5.

[Click here to enter text.](#)

**Rating Agency 2 - Credit Rating Threshold**

Please state the minimum credit rating level, see Call Off Schedule 5

[Click here to enter text.](#)

**Payment terms/profile required?**

Tick as required. See paragraph 4 of Call Off Schedule 3.

Yes  No

**Bespoke liability limits?**

Tick as required. See clause 33.2.1 of the Call Off Terms.

Yes  No

**Liability limits**

Please provide the revised liability limit(s)

[Click here to enter text.](#)

**Bespoke insurance requirements?**

Tick as required. See clause 34 of the Call Off Terms.

Yes  No

**Insurance requirements**

Please provide details of your additional insurance requirements

[Click here to enter text.](#)

**Relevant Convictions apply?**

Tick as required. See clause 25.2 of the Call Off Terms.

Yes  No

**Personal Data within UK only?**

Tick as required. See clause 31.7.3 of the Call Off Terms.

Yes  No

**Additional clause "Security measures" required?**

See Call Off Schedule 13, clause 2.2.1

~~Yes~~  ~~No~~  Yes  No

**Additional clause "Access to MOD sites" required?**

See Call Off Schedule 13, clause 2.2.2

~~Yes~~  ~~No~~  Yes  No

**Additional clause "Other" required?**

See Framework agreement, Schedule 5, clause 4.1

~~Yes~~  ~~No~~  Yes  No

Please state with brief description



Crown  
Commercial  
Service

**Scots Law required?**

Tick as required.  
See Call Off Schedule 13, clause 2.1.1

Yes  No

**Northern Ireland Law required?**

Tick as required.  
See Call Off Schedule 13, clause 2.1.2

Yes  No

**Non-Crown Body?**

Please indicate if you are a Crown or non-Crown Body.  
See Call Off Schedule 13, clause 2.1.3

Crown Body  Non-Crown Body

**Non FOIA Public Body?**

Please indicate if you are an FOIA Public Body or non-FOIA  
Public Body. See Call Off Schedule 13, clause 2.1.4

FOIA Public Body  Non FOIA Public Body

**Section C**  
**Location details/requirements**

Please provide details of all the locations where the Supplier will be required to deliver the Service/s requested (this will be necessary for Suppliers to provide accurate quotations).

For each Site to be covered by this Order Form, please provide the full postal address, including postcode. If a postcode is not available please provide an Ordnance Survey National Grid reference, which can be found using an internet search such as [Grid Reference Finder](#).

Site address	Site postcode	Required service commencement date
<u>Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury, Shropshire</u>	<u>SY2 6ND</u>	<u>1 May 2017</u>

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(Provide further Site details as required)



## Section D Milestone plan

Please complete where specific Milestones, Milestone Payments or Delay Payments are required.

Please define the relevant Milestones (time or activity based) e.g. stage payments.

Under each Milestone add the detail which describes the Milestone to Suppliers in terms of time, responsibilities, value as appropriate.

Milestone	<u>Acceptance of design and implementation plan</u>	<u>Design and Build Acceptance</u>	<u>Test and accept delivery</u>	<u>Go Live</u>	<u>Post Go Live</u>
Deliverables	<u>System design and implementation plan signed off by Shropshire Council</u>	<u>System built to design specifications signed off by Shropshire Council</u>	<u>Test scripts developed, testing carried out, remedial actions taken</u>	<u>System Live and users migrated to new system</u>	<u>Review of design and delivery phase</u>
Duration	<u>2 months (may be revised after discussions with suppliers)</u>	<u>2 Months (may be revised after discussions with suppliers)</u>	<u>1 Month (may be revised after discussions with suppliers)</u>	<u>1 Month (may be revised after discussions with suppliers)</u>	<u>3 Months</u>
Milestone date	<u>30<sup>th</sup> June 2017</u>	<u>31<sup>st</sup> Aug 2017</u>	<u>30<sup>th</sup> Sep 2017</u>	<u>31<sup>st</sup> Oct 2017</u>	<u>31<sup>st</sup> Jan 2018</u>
Time of the essence? (Y or N)	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>N</u>

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Customer responsibilities	<u>To make Customer Service and ICT Staff available</u>	<u>To make Customer Service and ICT Staff available</u>	<u>To make Customer Service and ICT Staff available</u>	<u>To make Customer Service and ICT Staff available</u>	<u>To make Customer Service and ICT Staff available</u>
Milestone Payments	<u>10%</u>	<u>20%</u>	<u>30%</u>	<u>20%</u>	<u>20%</u>
Delay Payments					



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Service

## Section E Compatibility information

**This section is relevant where you have indicated that a service compatibility assessment required.**

See question in section B.

Clause 7.1.4 (c) to (k) of the Call Off Terms refers.

Please provide additional information as required.

### Customer Software

[Click here to enter text.](#)

### Customer System

[Click here to enter text.](#)

### Customer Property

[Click here to enter text.](#)

### Customer Assets

[Click here to enter text.](#)



**Section F**  
**Supplier response**

Suppliers - use this section to provide any details that may be relevant to the General Tender Response. Please ensure that you attach your detailed response which will form Schedule 2, Annex 2 and Schedule 3 of the Call Off Terms

**Commercially Sensitive Information**

Commercially Sensitive Information relating to the Supplier, its IPR or its business, or which the Supplier is indicating to the Customer that, if disclosed by the Customer, would cause the Supplier significant commercial disadvantage or material financial loss.

[Click here to enter text.](#)

**Key Personnel**

Please see Customer response in section B to confirm if required. See clause 24 of the Call Off Terms for details

Key Role	Key Personnel Name	Key Personnel telephone number	Key Personnel email address

**Complaint handling**

Please provide details of a single contact who will be responsible for Complaint handling as detailed in clause 53 of the Call Off Terms.

Name of key contact	
Job role	
Telephone number	
Email address	
Postal address	



**Supplier Equipment**

Please detail any equipment that will be necessary to provide the services requested by the customer.  
See clause 29 of the Call Off Terms

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**Due Diligence response information**

Please include any information that you wish to make the Customer aware of in accordance with clause 2 of the Call Off Terms.

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**Call Off Guarantor**

Where the Customer has requested a Call Off Guarantor in section B of this form please provide the **full legal name** and **registered address** of the Call Off Guarantor.

Please include any information that you wish to make the Customer aware of in accordance with clause 4.1 of the Call Off Terms.

Note, where the Customer has requested a Call Off Guarantor in section B of this form, the award of a Call Off Contract is conditional upon receipt of an executed Call Off Guarantee from the Call Off Guarantor on a form set out by the Customer or the form provided in Framework schedule 11 (as specified by the Customer) and a certified copy extract of the board minutes and/or resolution of the Call Off Guarantor approving the execution of the Call Off Guarantee.

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**Rating Agency information**

Please provide the ratings using the Rating Agencies identified (if appropriate) by the Customer in section B of this form, in accordance with Call Off Schedule 5.

Rated Organisation	Credit rating agency 1:		Credit rating agency 2:	
	Credit Rating (Long Term)	Credit Rating Threshold	Credit Rating (Long Term)	Credit Rating Threshold
Supplier				
Call-off Guarantor To be provided if a Call Off Guarantor has been requested by the Customer in section B and the details have been provided above.				
Framework Guarantor Where the Supplier has a Framework Guarantor the full legal name and registered address is to be provided:				





**Performance Monitoring & Reporting**

Please provide details (3.1.1 to 3.1.5) as required in part B of call-off Schedule 6 paragraph 1.2.

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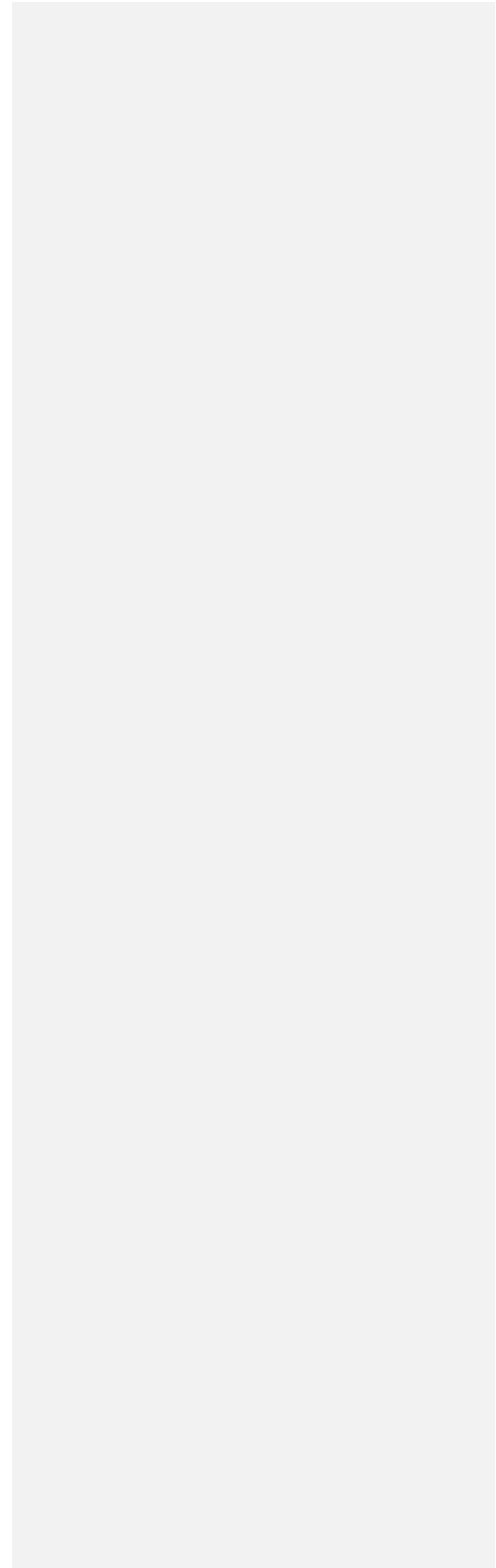
**Total contract value**

Please provide an estimated total value (for the Initial Call Off Period) as detailed in your attached response to the Customer's Statement of Requirements.

[Click here to enter text.](#)

If you wish to provide a summary breakdown of the total contract value, please add details.

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Crown  
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## Section G Call Off Contract Award

Customer organisation: see section A  
 Customer project reference see section B  
 Supplier name see section A  
 Unique Call Off Contract identifier see section A

This Call Off Contract is awarded in accordance with the provisions of the Network Services Framework Agreement RM1045.

The Supplier shall supply the Services specified in this Order Form to the customer on and subject to the terms of this Order Form and the Call Off Terms (together referred to as the "Call Off Contract") for the duration of the Call Off Contract Period.

The Customer confirms that no amendments other those identified in sections B and D of this form have been made to the Template Call Off Terms.

### Call Off Contract Commencement Date

The Call Off Contract Commencement Date will be the date of dispatch of this signed Order Form, by the Customer, to the successful Supplier, in accordance with Framework Schedule 5 (Call Off Procedures) paragraph 8 (Call Off Award Procedure).

### SIGNATURES

#### For and behalf of the Supplier (at submission of General Tender Response)

Name	
Job role/title	
Signature	
Date	

#### For and on behalf of the Customer (at Call Off Contract award)

Name	
Job role/title	
Signature	
Date of dispatch	

Please note that if an Order Form is sent to a supplier by post (See Framework Schedule 5 for details) the Order Form should be sent to the postal address provided on the agreement webpage <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm1045>. Please see the documents tab and refer to Suppliers by lot, this document also provides an e-mail address for each supplier.

#### For Supplier use

##### Unique Call Off Contract identifier

A unique number provided by the Supplier at the time of Call Off Contract award. This number must be reported in the financial MI return.

[Click here to enter text.](#)

**13.0 PRICING SCHEDULE**

The pricing schedule below is for the whole life cost of the entire solution.  
 You should include ALL individual elements that make up your entire solution.  
 It is the responsibility of the Tenderer to ensure that all cost calculations are correct.

Item Description	One Off Costs			Annual Cost Year 0			Annual Cost Year 1			Annual Cost Year 2			Annual Cost Year 3			Annual Cost Year 4		
	Cost per item	No of items	Total	Cost per item	No of items	Total	Cost per item	No of items	Total	Cost per item	No of items	Total	Cost per item	No of items	Total	Cost per item	No of items	Total
Base Level Contact Centre Licences for approx 60 agents, including • Call control (IVR, ACD) • Historical & Real Time Reporting • Agent & Supervisor Desktops	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00
Supervisor Licences for approx 5 supervisors	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00
Multi Channel for approx 60 agents	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00
Call Recording, and Quality Management for approx 60 agents	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00
Workforce Management for approx 60 agents	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00
Wall Board	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00
CRM and Skype Integration	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00
Storage Costs	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00
Call Costs	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00
Hardware	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00
Hosting	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00
Project Management	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00
Design	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00
Implementation and Testing	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00
Training	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00
Go Live Support	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00
Other Costs 1 - Please Specify	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00
Other Costs 2 - Please Specify	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00
Other Costs 3 - Please Specify	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00
Other Costs 4 - Please Specify	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00
<b>Total</b>			<b>£0.00</b>			<b>£0.00</b>			<b>£0.00</b>			<b>£0.00</b>			<b>£0.00</b>			<b>£0.00</b>

**1. Total cost excluding ongoing support** £0.00

Ongoing Support Options	One Off Costs			Annual Cost Year 0														
Standard Support	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00

**2. Total Cost Standard Support** £0.00

Managed Service	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00	£0.00	0	£0.00
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**3. Total Cost Managed Service** £0.00

Whole life cost of the contract with Standard Support = Total 1 & 2 **£0.00**

Whole life cost of the contract with a Managed Service = Total 1 & 3 **£0.00**



# Invitation to Tender

## **RM1045 Lot 5:**

IP Telephony - Contact Centre Unified Communications

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## 1. Introduction

### 1.1 General Requirements

Tenders are invited for the supply, implementation and maintenance of a Contact Centre Unified Communications solution under Lot 5 of CCS Framework RM1045. The system needs to support current and future end-to-end business processes.

The Council’s complete requirements are as detailed in the Requirements Specification in Appendix 1.

## 1.2 Background

As an organisation Shropshire Council is looking to take an innovative and resourceful approach to delivery of services for its citizens by putting in place the systems, processes, information and technology that will make it possible for people to serve themselves and allow our staff to work differently, closer to the communities and people who need our services, and freed up from fixed office locations.

The Council has established a project to introduce a mature, fully integrated Contact Centre Unified Communications solution as part of the Technology Project. This is one of three projects incorporated within the ICT Digital Transformation Programme, the others being Business Transformation and Social Care.

The overall objectives of the ICT Digital Transformation Programme are to

- Have one view/truth of the customer
- Achieve significant financial savings
- Transform the business operating model
- Redesign and streamline the operational processes across the business
- Build a more flexible, agile and integrated technology solution
- Improve customer engagement and encourage customers to interact directly with the Council via digital media and self-service.

Therefore it can be summarised that the overall key objectives of the programme to measure success which are relevant to this specific procurement will be

- Provide a single view of the customer
- Meet savings targets
- Redesign services to increase efficiency through streamlining systems and improving business processes
- Enable innovation and new ways of flexible working with a significant increase in channel shift to digital by default technologies whilst retaining face -to -face contact where needed
- Reshape the relationship between customers, communities, and local government
- Improve communications and partnership working across public services
- Improve Management Information and contract performance reporting through the establishment of a secure, single data source.
- Support a commissioning business model
- Provide clients with self-service options to support the digital by default strategy
- Improve end-user empowerment through the further adoption of self-service practices
- Provide flexible computer and storage capacity
- Reduce back-office operational costs
- Improve front-line service delivery through improved effectiveness and efficiencies within back-office operations
- Improve information management by establishing a secure, single data source and thereby reduce duplication of information and processes and eliminate the need for re-keying of data into separate local systems
- Streamline business processes through the introduction of end to end workflow processes
- Replace existing ageing disparate business systems that are expensive to maintain with a modern CRM solution that makes use of up-to-date functionality

The Council requires a Contact Centre Unified Communication solution to be ready for implementation by October 2017.

### 1.3 Key Business Objectives

The Council has a requirement to tender for a Contact Centre Unified Communications system to replace their existing systems. The function of the system will incorporate the following facilities

- Provide a consistent customer experience across all contact channels (voice, email, webchat, SMS, social media, video)
- Enable the Contact Centre to offer new channels within the same agent teams
- Allow customers to switch between channels in a single interaction
- Remove complexity for agents by simplifying contact handling
- IVR – for customer self-service and call routing
- Automatic Call Distribution (ACD) – for quick effective management of customer requests
- Increased agent productivity
- Business intelligence – Flexible, configurable real time and historical reporting providing a cradle to grave view of the customer journey
- Mobility – allowing supervisors and agents to work from any location on any device
- Quality monitoring – give agents feedback, support and identify training needs
- Integration with CRM
- Integration with Skype for Business, the unified communications solution used by Shropshire Council
- Workforce optimisation – forecasting, scheduling and adherence to maximise agents effectiveness

### 1.4 Scope of the System

The scope of the system and the response to the tender is as detailed in the Requirements Specification - Appendix 1. However, if the Tenderer has a facility which would genuinely add value to the solution and is totally relevant then it may outline the detail, benefits and cost of the facility accordingly, as an option.

The system must demonstrate the ability to meet all the Council's business needs as specified in the Invitation to Tender (ITT), some of which are currently embedded in other related peripheral systems as identified in the earlier section. The Tenderer will need to explain how their solution meets the requirements, whether as part of the core solution, or as to be developed and the timescale, or whether to integrate with existing Council systems.

The system must enable the Council to meet all relevant legislation and security requirements to keep records and information safe and secure. It must be seen as assisting and not delaying or hindering key users of the system. The system is required to support the Council in monitoring and evaluating the work to be done and therefore reporting and data management functionality is essential.

Tenderers may not be able to provide all of the component requirements directly as part of their solution. Therefore tenderers need to outline what their immediate capability is, and in terms of customer reference sites. Where they do not have immediate capability they will need to specify either their solution development programme and/ or those major relevant systems they can interface with at the present.

### 1.5 Peripheral Systems

Current IT systems in use relevant to the implementation are listed below. There may be some additional systems which come into scope once further investigation has been undertaken.



<b>System Name</b>	<b>Purpose</b>
Darwin (MS Dynamics)	Current CRM solution is Darwin, this is being reviewed as part of the CRM project. MS Dynamics CRM utilising Ciber's Call-Guide Manager as a user interface. There would be a requirement for integration with the councils CRM solution.
Skype for Business	Unified Communications solution for Shropshire Council, any new contact centre solution would be required to integrate giving agents a single desktop. Currently the solution is on premise, the long term strategy is to migrate this to the cloud.
Crowd Control	Social Media management solution, potentially this would be replaced by any new contact centre solution.
Office 365	Office productivity is provided by MS Office 365.

### 1.6 Pricing – Specification of Requirements

Where the Council is looking to replace, integrate or interface to the functionality of the systems detailed in 1.5 Peripheral Systems, then this is included in the relevant sections of the Specification of Requirements and Tender Response document – Appendix 1. In this document Tenderers are invited to explain how their solution will meet the needs of the Council in respect of 'peripheral systems', including how the proposed solution either includes/integrates the functionality of such systems or how the solution might interface to a third party system. Tenderers are expected to have priced those integrations, modules and interfaces to third parties within the price of their overall system solution – hereafter referred to as the 'Whole Life Costs'.

The Council understands that the solutions proposed by tenderers in respect of peripheral system functionality could be quite varied and could include different combinations of an integrated, modular or interface approach. To that end, tenderers are asked to do the following:

- a) Provide a Whole Life Cost, which includes all of the functionality outlined throughout the requirements specification that the tenderer is able to supply including peripheral system
- b) Describe the composition of their overall solution indicating how each element/module/function is delivered i.e. is it:
  - o Fully integrated into the core product
  - o A 'bolt-on' module
  - o An interface solution
  - o Third-party software
  - o Other/hybrid solution

Tenderers are invited to outline their responses in the pricing section of the Specification of Requirements and Tender Response document – Appendix 1.

Tenderers will be evaluated on the Whole Life Cost only and further detail about scoring and evaluation can be found in Section 5. Tenderers will, however, provide costed details on each of the integrations, modules and any interfaces to third parties that are included in the Whole Life Cost. The Council needs to be more informed about those component costs when undertaking some key business decisions in respect of its Digital Transformation Programme; some of the systems and interfaces currently in use may not be required/used in the future. The Council, therefore, reserves the right not to purchase or pay the relevant cost in relation to all elements/modules/interfaces that may be included within the Whole Life Cost.

## 2. Submission of Tender Process and Documents

### 2.1 Instructions for Tendering

You are invited to tender for the provision of a Contact Centre Unified Communications solution under the CCS Framework RM 1045 – Lot 5

#### 2.1.1

Tenders are to be submitted in accordance with the RM1045 framework terms and conditions and the instructions outlined within this document.

#### 2.1.2

Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.

#### 2.1.3

The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an “in confidence” basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.

#### 2.1.4

Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.

#### 2.1.5

The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted under the CCS framework RM1045. The Council makes no representations regarding the Tenderer's financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in the pre-tender questionnaire submitted as part of the formal tender evaluation relating against to the CCS framework RM1045 is hereby reserved by the Council.

#### 2.1.6

The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.

#### 2.1.7

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement.

### Terms and Conditions

#### 2.1.8

Every Tender received by the Council shall be deemed to have been made subject to the framework Terms and Conditions and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.

#### 2.1.9

The Tenderer is advised that in the event of their Tender being accepted by the Council, they will be required to supply the required goods and services.

## Preparation of Tenders

### 2.1.10

Tenders should be submitted using the Specification of Requirements and tender response (Appendix 1) following the instructions given towards the front of the document. The Tenderer's attention is specifically drawn to the date and time for receipt of Tenders and that no submission received after the closing time will be considered.

### 2.1.11

All documents requiring a signature must be signed;

- a) Where the Tenderer is an individual, by that individual;
- b) Where the Tenderer is a partnership, by two duly authorised partners;
- c) 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 the purpose.

### 2.1.12

The Invitation to Tender Documents are and shall remain the property and copyright of the Council

## Tender preparation and costs

### 2.1.13

It shall be the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their Tender. No claim arising out of want of knowledge will be accepted. Any information supplied by the Council (whether in the Tender Documentation or otherwise) is supplied only for general guidance in the preparation of tenders.

### 2.1.14

Any Tenderer considering making the decision to enter into a contractual relationship with the Council must make an independent assessment of the Tender opportunity after making such investigation and taking such professional advice as it deems necessary.

### 2.1.15

Tenderers will be deemed for all purposes connected with their Tender submission where appropriate to have visited and inspected the Council, its assets, all the locations in respect of the delivery of the services/supplies/works and to have satisfied themselves sufficiently as to the nature, extent and character of the services supplies/works sought, and the human resources, materials, software, equipment, machinery, and other liabilities and other matters which will be required to perform the contract.

### 2.1.16

The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.

### 2.1.17

Tenderers are required to complete all pricing detail in the Invitation to tender documents (Appendix 1). The terms "Nil" and "included" are not to be used but a zero or figures must be inserted against each item. Unit rates and prices must be quoted in pounds sterling and whole new pence.

### 2.1.18

It shall be the Tenderer's responsibility to ensure that all calculations and prices in the Tender documentation are correct at the time of submission.

### 2.1.19

The Tenderer is deemed to have made him/herself acquainted with the Council's requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is invited to have these fully resolved before submitting his

Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.

#### 2.1.20

Any Tender error or discrepancy identified by the Council shall be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.

#### 2.1.21

The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an in Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

## Parent Company Guarantee

#### 2.1.22

It is a condition of contract that if the tendering company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company if requested to do so by the Council. Where the direct parent company cannot provide an adequate guarantee in the opinion of the Council, the Council will look to another group or associate company, with adequate assets, to be the guarantor. In cases where the contract is with a Joint Venture Company (JVC) or a Special Purpose Vehicle (SPV) company, which may have two or more parent companies and which may not be adequately capitalised or have sufficient financial strength on its own to support the risk and obligations it has under the contract, 'joint and several' guarantees / indemnities from the parent companies of the JVC or SPV may be sought.

## Warranty

#### 2.1.23

The Tenderer warrants that all the information given in their Tender and their request to Participate Questionnaire submitted in relation to framework RM1045 is true and accurate. The information provided will be deemed to form part of any contract formed under this contract.

The Tenderer warrants that none of their current Directors have been involved in liquidation or receivership or have any criminal convictions

## Tender submission

#### 2.1.24

Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender. Tenders must be submitted by the deadline of **noon, 1<sup>st</sup> February 2017**.

#### 2.1.25

No unauthorised alteration or addition should be made to the Requirements Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.

#### 2.1.26

Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.

#### 2.1.27

Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days

#### 2.1.28

Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.

[2.1.29](#)

Where Tender submissions are incomplete the Council reserves the right not to accept them.

## Tender Evaluation

[2.1.30](#)

Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. Presentations, site visits and demonstrations will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations, site visits and demonstrations will be reviewed and scores previously awarded will be amended if necessary.

[2.1.31](#)

If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.

## Clarifications

[2.1.32](#)

Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.

[2.1.33](#)

If you are unsure of any section and require further clarification, please contact us via our Delta Tender box.

[2.1.34](#)

Where appropriate, an Authorised Officer may direct the Tenderer to other officers to deal with the matter.

[2.1.35](#)

All queries should be raised as soon as possible (in writing), in any event not later than **15<sup>th</sup> January 2017**.

[2.1.36](#)

All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.

[2.1.37](#)

Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

## Continuation of the Procurement Process

[2.1.38](#)

The Council shall not be committed to any course of action as a result of:

- a) Issuing this Invitation to Tender;
- b) Communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;
- c) Any other communication between the Council (whether directly or through its agents or representatives) and any other party.

**2.1.39**

The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.

**2.1.40**

At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns.

**2.1.41**

The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.

## Confidentiality

**2.1.42**

All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.

**2.1.43**

The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.

**2.1.44**

Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers comply with the terms and conditions of this ITT.

**2.1.45**

The contents of this Invitation to Tender are being made available by the Council on condition that:

- a) Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;
- b) Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender
- c) Tenderers shall not undertake any publicity activity within any section of the media.

**2.1.46**

Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:

- a) This is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person was the Tenderer; or
- b) The Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
- c) The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or
- d) The Tenderer is legally required to make such a disclosure.

#### 2.1.47

The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

## Transparency of Expenditure

#### 2.1.48

Further to its obligations regarding transparency of expenditure, the Council may be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

## Freedom of Information

#### 2.1.49

Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

#### 2.1.50

In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.

#### 2.1.51

If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate and a clear indication as to what material is to be considered confidential and why it should be given.

#### 2.1.52

Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.

#### 2.1.53

In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However, the decision as to what information will be disclosed will be reserved to Shropshire Council. For guidance on this issue see: <http://www.ico.gov.uk>

## Disqualification

### 2.1.54

The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:

- a) The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of any legislation relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or
- b) The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.
- c) The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.
- d) The Tenderer:
  - a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or
  - b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
  - c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
  - d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission.

### 2.1.55

Any disqualification will be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract. The Non-Collusive Tendering Certificate must be completed and returned as instructed.

### 2.1.56

The Council reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control or financial stability of the Tenderer at any point in the process up to award of a contract and such change of control or financial stability has a materially adverse effect on the Tenderer's financial viability or ability to otherwise meet the requirements of the procurement process.

## E-Procurement

### 2.1.57

As part of its procurement strategy Shropshire Council is committed to the use of technology that can improve the efficiency of procurement. Successful Tenderers may be required to send or receive documents electronically. This may include purchase orders, acknowledgements, invoices, payment advices, or other procurement documentation. These



will normally be in the Council's standard formats, but may be varied under some circumstances so as not to disadvantage small and medium suppliers.

## Award of Contract

### Award Criteria

The Award Criteria has been set out within this invitation to tender. The Council is not bound to accept the lowest or any Tender.

### Award Notice

The Contracting Authority reserves the right to pass all information regarding the outcome of the Tendering process to the Office of Fair Trading to assist in the discharge of its duties. Additionally, the Council will adhere to the requirements of the Freedom of Information Act 2000 and Tenderers should note this statutory obligation.

### Value of Contract

Shropshire Council cannot give any guarantee in relation to the value of this contract.

### Acceptance

Tenders must be submitted strictly in accordance with the terms of the Council's Invitation to Tender documentation and acceptance of the tender shall be conditional on compliance with this Tender Condition.

### Tender Documentation

The Tender documentation including, the framework Terms and Conditions of Contract, the Tender Response document, these Instructions to Tender and the framework Call Off Contract will be included in any agreement formed between the Contractor and the Council.

### Provision and Supply of Services

The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract arrangement being 1st February 2017.

## Payment Terms

### 2.1.58

Tenderers should particularly note that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods, Works or Services are made after the provision. Therefore, any indication of a pricing strategy within a Tender which provides for substantial payments at the outset of the Contract will be examined carefully to decide whether or not a Tender in such form can be accepted. If in the opinion of the Council such substantial payments appear excessive in relation to the requirements of the Contract the Council reserves, without prejudice to any other right to reject any Tender it may have, the right to require the Tenderer to spread such proportion of the costs as are considered excessive over the duration of the Contract.

## Liability of Council

### 2.1.59

The Council does not bind himself to accept the lowest or any tender.

### 2.1.60

The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.

2.1.61

The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.

2.1.62

The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.

2.1.63

Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or give any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.

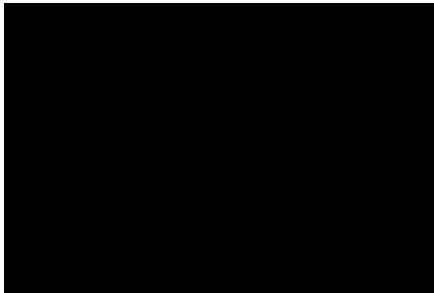
The Contractor agrees that where requested in writing during the term of any Agreement for the supply of Goods, Works or Services it will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council

## Declaration

2.1.64

We, as acknowledged by the signature of our authorised representative, accept these Instructions to Tender as creating a contract between ourselves and the Council. We hereby acknowledge that any departure from the Instructions to Tender may cause financial loss to the Council

Sig



Status Account Director and Head of Public Sector

Sig

Status Managing Director

(For and on behalf of 4net Technologies Limited)

Date 1<sup>st</sup> February 2017

Non-Canvassing Certificate

## Non – Canvassing Certificate

Non-Canvassing Certificate

**To: Shropshire Council (hereinafter called “the Council”)**

I/We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

Non - Collusive Tendering Certificate

## **Non – Collusive Tendering Certificate**

Non-collusive Tendering Certificate

**To: Shropshire Council (hereinafter called “the Council”)**

The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

Declaration of Connection with Officers or Elected Members of the Council

**Declaration of Connection with Officers or Elected  
Members of the Council**

Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?

*No*

*If yes, please give details:*

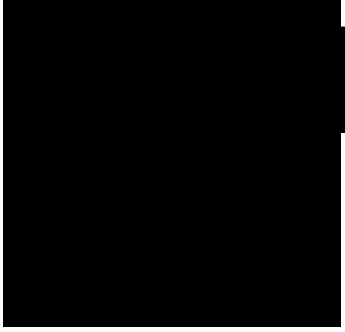

Name	Relationship
------	--------------

personal info

Shropshire Council


**Please note:**

*This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.*

Signed (		Status Account Director and Head of Public Sector
Signed (		Status Managing Director
(For and on behalf of 4net Technologies Limited)		
Date 1 <sup>st</sup> February 2017		

Supplier Information

## Supplier Information

1.1 Supplier details	Answer	
Full name of the Supplier completing the Tender	4net Technologies Limited	
Registered company address	3 Scholar Green Road Cobra Court Stretford Manchester M32 0TR	
Registered company number	05448638	
Registered charity number	N/A	
Registered VAT number	GB 868 8886 29	
Name of immediate parent company	N/A	
Name of ultimate parent company	N/A	
Please mark 'X' in the relevant box to indicate your trading status	i) a public limited company	<input type="checkbox"/> Yes
	ii) a limited company	<input checked="" type="checkbox"/> Yes
	iii) a limited liability partnership	<input type="checkbox"/> Yes
	iv) other partnership	<input type="checkbox"/> Yes
	v) sole trader	<input type="checkbox"/> Yes
	vi) other (please specify)	<input type="checkbox"/> Yes
	i) Voluntary, Community and Social Enterprise (VCSE)	<input type="checkbox"/> Yes

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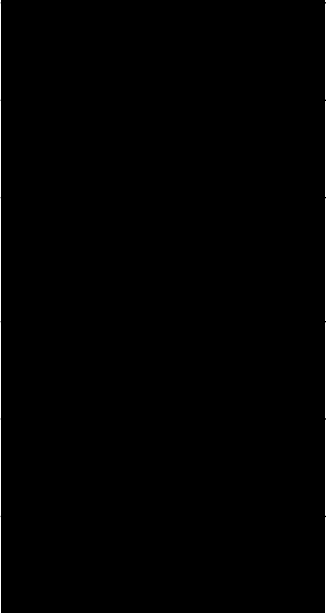
Shropshire Council

Please mark 'X' in the relevant boxes to indicate whether any of the following classifications apply to you	ii) Small or Medium Enterprise (SME) <sup>1</sup>	<input checked="" type="checkbox"/> Yes
	iii) Sheltered workshop	<input type="checkbox"/> Yes
	iv) Public service mutual	<input type="checkbox"/> Yes

<b>1.2 Contact details</b>	
Supplier contact details for enquiries about this tender	
Name	Ben Ryland
Postal address	3 Scholar Green Road Cobra Court Stretford Manchester M32 0TR
Country	United Kingdom
Phone	0843 506 5346
Mobile	██████████
E-mail	████████████████████

Tender Response Checklist

\_\_\_\_\_

Reference	Item	Completed by Tenderer (Signature)
2.2	NON-CANVASSING CERTIFICATE	
2.3	NON-COLLUSIVE TENDERING CERTIFICATE	
2.4	DECLARATION OF CONNECTION WITH OFFICERS OR ELECTED MEMBERS OF THE COUNCIL	
2.5	SUPPLIER INFORMATION	
2.7	FORM OF TENDER SIGNED	
<b>Appendix 1</b>	SPECIFICATION OF REQUIREMENTS, PRICING SCHEDULE AND TENDER RESPONSE	



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## Form of Tender

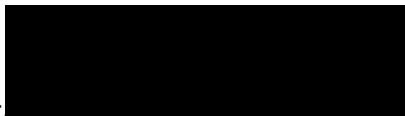
# Form of Tender

Form of Tender

### Shropshire Council

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for the supply of a Customer Relationship Management System at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the framework terms RM1042 Lot 4, copies of which we have received.

Signed:



Name:



Date: 1<sup>st</sup> February 2017

Designation : Account Director and Head of Public Sector.

Company: 4net Technologies Limited

Address: 3 Scholar Green Road, Cobra Court, Stretford, Manchester

Post Code: M32 0TR

Tel No: 0843 506 5346

Fax No: 0845 055 6377

E-mail address:



Web address: [www.4net-technologies.com](http://www.4net-technologies.com)

### 3. Procurement Timetable

<b>ACTION</b>	<b>COMPLETION DATE</b>
Preparation	November 2016
ITT issued to market	1 <sup>st</sup> December 2016
Framework Suppliers to inform that they are to bid	10 <sup>th</sup> December 2016
Clarification questions (ongoing) from Suppliers	15 <sup>th</sup> January 2017
Responses (ongoing) to Suppliers	Latest January 31st 2017
ITT submissions from Suppliers – 12 noon	1 <sup>st</sup> February 2017
Initial evaluation	15 <sup>th</sup> February 2017
Clarification questions to Suppliers	15 <sup>th</sup> February 2017
Responses to Suppliers	22 <sup>nd</sup> February 2017
Short List Suppliers and notify those not short listed	28 <sup>th</sup> February 2017
Supplier Presentations	20 <sup>th</sup> March 2017
Supplier Reference site visits	27 <sup>th</sup> March 2017
Final Supplier questions and evaluation	10 <sup>th</sup> April 2017
Select Preferred Supplier	13 <sup>th</sup> April 2017
Agree Final Contract detail & Notification of award decision	14 <sup>th</sup> April 2017
Standstill Period	28 <sup>th</sup> April 2017
Contract Sign	1 <sup>st</sup> May 2017

## 4. Contract Period

The successful bidder will be responsible for providing this service for a period of five years with an option to extend for up to a further two years at the Councils sole discretion, commencing on April 1 2017

## 5. Evaluation of Tenders

### 5.1 Checking of Tenders

An initial examination will be made to establish the completeness of submitted tenders. The Council reserves the right to disqualify any tender submission which is incomplete.

Tenderers should satisfy themselves of the accuracy of all fees, rates and prices quoted, since Tenderers will be required to hold these or withdraw their Tender in the event of errors being identified after the submission of Tenders.

If a Tenderer fails to provide fully for the requirements of the Specification in the Tender, it must either:

a) Absorb the costs of meeting the full requirements of the Specification within its tendered price; or b) Withdraw its Tender

#### Evaluation of Tenders

As all tenderers under CCS Framework RM 1059 have already been assessed on Selection Criteria this will not be included within the evaluation for this further competition although the Council reserves the right to further evaluate the financial capacity of any bidder prior to making a final award of contract

### 5.2 ITT Response Scoring and Evaluation

#### Introduction

Tenders will be evaluated on the answers provided to the questions outlined in the Invitation to Tender. Scoring and evaluation will be based upon the responses contained in the Specification of Requirements and Tender Response document – Appendix 1.

#### Pre-requisites

Your attention is initially drawn to the pre-requisites which are outlined in the second tab of the Tender Response Document. You must be able to answer 'YES' to these questions in order for your response to be considered by the Evaluation Panel. If you cannot meet these pre-requisites, your tender will be excluded from the procurement process.

Additionally, most of the questions and statements included in Section 12.0 – Commercials, require you to confirm your acceptance of certain terms and conditions. Where you are unable to indicate acceptance of these terms you must provide a relevant and reasonable explanation for consideration by the Evaluation Panel. Further clarification may be sought regarding your comments to satisfy the Evaluation Panel of your ability to meet the terms and conditions.

#### Pricing

The Council will be looking to achieve a solution that offers the most comprehensive functionality across all requirements and provides value for money. Please note that in scoring the tender bids across the three Groups below: functional requirements, non-functional requirements and pricing, the Council is not obliged to accept the highest scoring tender received if it is cost prohibitive and unaffordable.

Totals used for the scoring and evaluation methods are based upon the following:-

Major Criteria	Band %	Sub Criteria	%	Scoring Method
Functional Requirements	40	1.0 System Operation	8	Quality
		2.0 Contact Centre	10	Quality
		3.0 Quality Monitoring	10	Quality
		4.0 Agent Supervisor Tools	5	Quality
		5.0 Reporting	5	Quality
		6.0 Workforce Management	2	Quality
Non-functional Requirements	30	7.0 Technical Requirements	5	Quality
		8.0 Security and Audit	5	Quality
		9.0 Support Arrangements	5	Quality
		10.0 Future Developments	5	Quality
		11.0 Implementation	5	Quality
		12.0 Commercials	5	Quality
Pricing	20	13.0 5 year cost of ownership	20	Price
Presentations and Site Visits	10	Supplier Presentations and Site Visits	10	Quality
Total	100	Total	100	

### 5.3 Scoring

#### Quality

Responses to questions will be evaluated by a panel using the scoring matrix below.

Score	Description
0	Completely fails to meet required standard or does not provide a proposal
1	Proposal significantly fails to meet the standards required, contains significant shortcomings and/or is inconsistent with other proposals
2	Proposal falls short of achieving expected standard in a number of identifiable respects
3	Proposal meets the required standard in most material respects, but is lacking or inconsistent in others
4	Proposal meets the required standard in all material respects
5	Proposal meets the required standard in all material respects and exceeds some or all of the major requirements

#### Price

Price will be evaluated by using the formula below

<b>Formula:</b>
$(\text{Lowest price} / \text{price being evaluated}) \times 20 = \text{price score for that bidder}$

## 5.4 Response Validation

The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. Presentations, site visits and demonstrations will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations, site visits and demonstrations will be reviewed and scores previously awarded will be amended if necessary.

## 5.5 Pricing Evaluation

### **Whole Life Costs**

Where the Council is looking to replace, integrate or interface to the functionality of the systems detailed in 1.5 Peripheral Systems, then this is included in the relevant sections of the Specification of Requirements and Tender Response document – Appendix 1. In this document, Tenderers are invited to explain how their solution will meet the needs of the Council in respect of 'peripheral systems', including how the proposed solution either includes/integrates the functionality of such systems or how the solution might interface to a third party system. Tenderers are expected to have priced those integrations, modules and interfaces to third parties within the full 5 year term cost of their overall system solution.

## 5.6 Final Selection

The Evaluation Panel will use the assigned score from the functional, non-functional and pricing scoring, along with the evaluation scores from the site visits, supplier presentations and interactive demonstrations to inform their preferred Tenderer choice.

Whoever scores the highest number of points will be identified as the Preferred Tenderer.

## 6. Award of Contract

Any acceptance of a Tender by the Council shall be in writing.

### 6.1 Confidentiality

The Invitation to Tender, the Conditions of Contract and the Specification and all other documentation or information issued by the Council relating to the tender shall be treated by the Tenderer as private and confidential for use only in connection with the Tender and any resulting contract and shall not be disclosed in whole or in part to any third party without the prior written consent of the Council.

The documents which constitute the Contract and all copies thereof and shall remain the property of the Council and must not be copied or reproduced in whole or in part and must be returned to the Council on demand.

### 6.2 Tenderer's Warranties

In submitting a Tender, the Tenderer warrants and represents that:

It has complied in all respects with these Conditions of tender

All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Tenderer or its employees in connection with or arising out of their tender are true, complete and accurate in all respects.

It had made its own investigations and research, and has satisfied itself in respect of all matters relating to the Tender, the Specification and the Conditions of Contract and that it has not submitted the Tender and will not have entered into the Contract in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the Council.

It has full power and authority to enter into the Contract and will if requested produce evidence of such to the Council.

It is of sound financial standing and the Tenderer and its partners, officers, and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the accounts or other financial statements of the Tenderer which may adversely affect such financial standing in the future

### 6.3 Words and Expressions

Words defined in the Conditions of Contract shall have the same meaning in the invitation to Tender, the Conditions of Tender and the Specification.

## 7. Conditions of Contract

As this is a further competition under Framework RM1045 Lot 5 IP Telephony, the relevant Crown Commercial Service (CCS) standard call off terms and conditions apply.

## Appendices

### 1. Specification of Requirements and Tender Response

(Please refer to separate excel document)

### 2. Payment Plan

This plan is subject to change dependent on the agreement of a detailed implementation plan between Preferred Supplier and the Council.

<b>10%</b>	Acceptance of design and implementation plan
<b>20%</b>	Design and Build Acceptance
<b>30%</b>	Test and Accept delivery
<b>20%</b>	Cut over of system /Go Live
<b>20%</b>	Post Go Live – 3 months- Formal Contract review related to Performance measures.



personal & commercial info

**Private & Confidential**

4NET TECHNOLOGIES LTD.  
3 Scholar Green Road  
Cobra Court  
Stretford  
Manchester  
M32 0TR

Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
Shropshire  
SY2 6ND

Date: 22 June 2017

[REDACTED]  
Dear Bidder,

**RM1045 – PROVISION OF CONTACT CENTRE UNIFIED COMMUNICATIONS  
FURTHER COMPETITION THROUGH CROWN COMMERCIAL SERVICES (CCS)  
FRAMEWORK – RM1045 – LOT 5 IP TELEPHONY SERVICES**

**SHROPSHIRE COUNCIL**

**SUBJECT TO CONTRACT**

This is an award decision notice in relation to the above project. We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer in relation to the above contract.

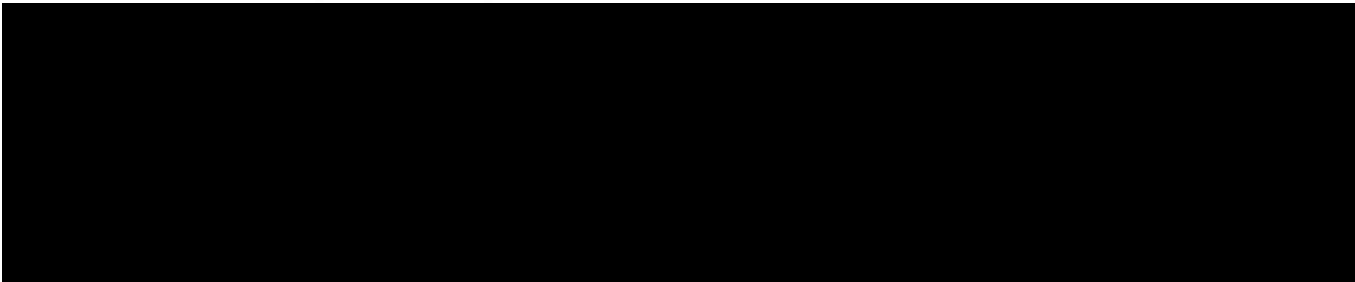
However, this letter is not, at this stage, a communication of Shropshire Council's formal acceptance and the Council will obey a voluntary "standstill" period which is now in force; this period will end at 23:59 on Monday 3<sup>rd</sup> July 2017.

Subject to Shropshire Council receiving no notice during the standstill period of any intention to legally challenge the award process, the Council aims to conclude the award after the expiry of the standstill period.



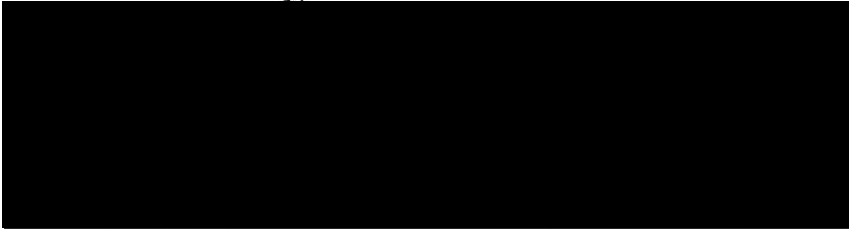
We can confirm that your tender received the following scores and ranking:-

Criteria	Your Weighted Score	Winning Tenderer's Weighted Score	Your Rank (out of all 4 tenders received)
Quality			
Price			
Overall			



We will be in touch with you again at the end of the standstill period.

Yours faithfully,



**Head of Human Resources & Development  
Programme SRO  
Shropshire Council**



01743 254402