

**INVITATION TO TENDER (ITT)**

TENDER FOR: Supply of a Virtual Learning Environment (VLE) and Associated Services

**TENDER REFERENCE: ITS 1026AP**

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**SECTION 1: GENERAL TENDER INFORMATION**

**GLOSSARY**

The following words and expressions used within this Invitation To Tender (except Appendix C: Authority’s Terms and Conditions) shall have the following meanings (to be interpreted in the singular or plural as the context requires):

|  |  |
| --- | --- |
| **TERM** | **MEANING** |
| “Authority” | means Advanced Procurement for Universities and Colleges (APUC) Ltd. |
| “e-Tendering System” | means the online portal used for conducting this ITT. This is called Public Contracts Scotland –Tender (PCS-T). |
| “Call off Contract” | means the Contract (as set out in Appendix C of the ITT) to be entered into by the Institution and the Contractor following award under the Framework Agreement. |
| “Conditions of Tender” | means the Terms and Conditions set out in this ITT relating to the submission of a Tender. |
| “Contractor” | means the successful Tenderer(s) who will be party to the Framework Agreement responsible for supplying the goods and/or services. |
| “Framework Agreement” | means the Agreement (as set out in Appendix C of the ITT) to be entered into by the Authority and the Contractor following any award under the procurement exercise. |
| “Institutions” | Means Scotland’s Universities and Colleges and associated members and any other Body entitled to call off from this Framework Agreement |
| “Invitation To Tender” or “ITT” | means this Invitation To Tender (ITT) document and all related documents published by the Authority and made available to Tenderers. |
| “Lot” | means a discrete sub-division of the Authority’s requirements. |
| “OJEU Notice” | means the advertisement issued in the Official Journal of the European Union in respect of this ITT. |
| “Regulations” | means The Public Contracts (Scotland) Regulations 2015, Procurement Reform Act 2014 and The Procurement (Scotland) Regulations 2016. |
| “Vanguard” or “Vanguard Institutions” | means the lead Institution to Call-Off the Framework Agreement |
| “Tender Response(s), or “ITT Response” | means a Tenderer’s formal offer in response to this ITT |
| “Tenderers” | means the organisations responding to this ITT. |

# General

## The Authority is seeking to appoint a Contractor for the supply of a Virtual Learning Environment (VLE) and associated services, to the higher education (HE) institutions and further education (FE) institutions, of Scotland.

## The Authority is using an e-Tendering System for this procurement exercise. The System is called Public Contract Scotland-Tender (PCS-T) and can be accessed via the Procurement Contracts Scotland (PCS) website. The ITT is only available in electronic form which can be accessed via your web browser. No hard copies will be accepted.

## This ITT is being carried out in accordance with the open procedure as set out in the Regulations which implement Directive 2014/24/EU.

## Tenderers are required to complete the Online Qualification (ESPD), Technical and Commercial Questionnaires on PCS-T (Qualification, Technical and Commercial Questionnaire tab at the left hand side of the screen) in accordance with the instructions in this ITT and relevant Appendices. These documents are located in the “Attachments” tab.

## The information contained in the ITT is designed to ensure that completed Tender Responses are given equal and fair consideration. It is important that Tenderers provide all the information asked for in the format and order specified.

## Tenderers should read the ITT carefully before submitting a Tender Response. Failure to comply with the instructions for completion and submission of a Tender Response will result in elimination from the procurement exercise.

## Tenderers must note that being awarded a place on the Framework Agreement does not guarantee demand or any commitment from Institutions to use the Framework Agreement. However, Framework Agreements are created on a collaborative basis with user input from Institutions to ensure users’ needs and requirements are being met.

## The Authority Terms and Conditions as referenced in this document shall prevail for the period of the Framework Agreement and apply to call-off contracts. The Terms and Conditions are standard and any proposed exceptional changes must be submitted with the tender response as no changes will be accepted after this date. Changes will only be accepted at the discretion of the Authority.Proposed Timetable

|  |  |
| --- | --- |
| **PROCUREMENT ACTIVITY** | **DATE** |
| PIN published on PCS portal | 21st March 2016 |
| Issue OJEU Notice and ITT | 04th November 2016 |
| Bidders Conference (if required) | TBC 16th November (provisional) |
| Deadline for clarification questions from Tenderers | 29th November 2016 |
| Deadline for Authority to respond to clarification questions | 01st December 2016 |
| Deadline for Tender Response | 05th December 2016 |
| Evaluation of Tenders | December 2016 – January 2017 |
| Framework Agreement award notification | 18th January 2017 |
| Mandatory standstill period ends | 30th January 2017 |
| Framework Agreement Award | 30th January 2017 |
| Commencement of Framework Agreement | 30th January 2017 |

The proposed timetable is only a guideline. The Authority reserves the right to make any changes it deems necessary to the proposed timetable.

# Duration of Framework Agreement

## The Framework Agreement will commence on the 31 January 2017 for an initial period of 2 years and will expire on the 31 January 2019.

## The Authority reserves the right to extend the Framework Agreement for a further 2 x 12 month periods subject to satisfactory performance and continued Institutions requirements.

# Lots

## This procurement exercise is for a single Lot for which The Authority intends to appoint up to five suppliers.

# Call-off Contract Procedures

## Call-Off Contracts under the Framework Agreement may be placed by direct award on a ranked basis or by conducting a mini-competition.

## **Option One - Direct Award (Ranked)**

### Institutions wishing to contract for goods and/or services without further competition are required to contract directly with the first ranked Contractor (unless the first ranked Contractor confirms that they do not have capacity to undertake the work; or cannot respond within the required timescales as detailed in the Specification of Requirements; or there are other relevant issues such as conflict of interest, in which case the second ranked Contractor should be appointed). If the second ranked Contractor cannot meet the need (by reason of issues detailed above), the third ranked Contractor should be approached and so on.

### This direct award of a contract will take place after the Institution has discussed its specific requirements with the Contractor and agreement has been reached as to timescales, methodology/approach, specific service requirements and key milestones and performance indicators to be met. The Standard Terms and Conditions of any Call-Off Contract shall be as those stated in the Framework Agreement and cannot be renegotiated. For individual assignments under longer term Call-Off Contracts, instruction will be given and received as per the Specification of Requirements section of this ITT.

## **Option Two – Mini Competition**

### Institutions wishing to undertake a mini competition may do so. All the Contractor(s) appointed to the Framework Agreement must be invited to submit responses to the Institutions mini competition tender document.

### The original Framework Agreement evaluation criteria (or closely-related criteria) should be applied in the mini competition tender document; though some of the criteria may be removed or weightings amended if deemed irrelevant to the Institutions requirements. As this is a Most Economically Advantageous Tender (MEAT) Framework Agreement, both technical and commercial evaluation criteria must be used in a mini competition tender process.

### Existing VLE Infrastructure and assets such as re-deployable hardware and associated licenses, and perpetual licenses currently owned by the Institution, may be included within the mini-competition evaluation process provided that the relevant assets are clearly specified within the mini-competition document.

# Clarifications regarding the Invitation To Tender

## All communications from Tenderers during the procurement exercise must be undertaken using the messaging portal on PCS-T. No other method will be accepted.

## Any request for clarification about the procurement exercise should be submitted via the secure messaging portal on PCS-T no later than the deadline for clarification questions (see Proposed Timetable). No further questions will be accepted after the clarification question deadline. All responses to any questions will be circulated to all Tenderers via the messaging portal on PCS-T.

## If the Authority considers any request for clarification to be of significance to other Tenderers, the Authority will circulate on a regular basis the clarification together with the Authority’s response (but not the source of clarification) to all Tenderers that have expressed an interest in the ITT.

## Where a Tenderer believes that a request for clarification is commercially sensitive e.g. where disclosure of such clarification and the response would or would be likely to prejudice its commercial interests, the Tenderer should clearly indicate that the clarification is commercially sensitive. However, if the Authority at its sole discretion does not consider that the clarification is commercially confidential in nature, the Authority will either circulate the clarification to all Tenderers or the Tenderer may withdraw the clarification.

## The Authority reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that clarification would or would be likely to prejudice the Authority’s commercial interests. In such circumstances, the Authority will inform the relevant Tenderer.

# Alterations to the ITT

## Tenderers may modify their Tender response prior to the deadline for Tender Responses via PCS-T. No Tender Responses may be modified after the Tender Response deadline. Tenderers must ensure that they have published their Tender Response for their Tender to be considered and evaluated. The Tenderer will receive a confirmation email from PCS-T once the Tender has been published.

## Any modification to the Invitation To Tender by the Authority will be notified to Tenderers no less than 10 working days prior to the Tender Response deadline. If appropriate, the Authority will revise the Tender Response deadline to accommodate this.

## Tenderers may withdraw their Tender Response at any time prior to the Tender Response deadline.

# Receipt of Tender Response

## Tender Responses must be uploaded on PCS-T prior to the time and date set out in the Proposed Timetable. Tender responses received before that deadline will remain unopened until that deadline or such time thereafter when all Tender Responses will be opened. The Authority reserves the right to reject Tender Responses received after that deadline and disqualify any incomplete Tenders.

## By issuing this ITT, the Authority reserves the right not to award the Framework Agreement for some or all of the goods and/or services for which Tender Responses are invited.

# Costs of Tendering

## Tenderers shall bear their own costs and expenses incurred in the preparation and submission of their Tender Response and any applicable site visits or presentations. The Authority will in no case be responsible or liable for those costs, regardless of the outcome in relation to individual Tender Responses.

## The Authority reserves the right to cancel the procurement exercise at any point. The Authority will accept no liability for any losses caused by any cancellation of this procurement exercise nor any decision not to award a Framework Agreement.

# Confidentiality

## Subject to the provision of Freedom of Information, the contents of this ITT and of any other documentation sent to any Tenderer in respect of this procurement exercise are provided on the basis that they remain the property of the Authority and/or relevant body. Tenderers shall treat the contents of the ITT and any related documents as confidential and shall take all necessary precautions to ensure that all information is treated as such and not disclosed or used other than for the purpose of this procurement exercise by the Tenderer.

## No Tenderer will undertake any publicity activities with any part of the media in relation to this ITT without the prior written agreement of the Authority, including agreement on format and content of any publicity.

# Information Disclosure and the Freedom of Information (Scotland) Act 2002

## In accordance with the obligations and duties placed upon public authorities, all information submitted to the Authority may need to be disclosed and/or published by the Authority. The Authority may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, (the decisions of the Authority in the Interpretation thereof shall be final and conclusive in any dispute, difference or question arising in respect of disclosure under its terms), any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure.

## Further, the Authority may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty’s Government in Scotland or the United Kingdom and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament or their executive bodies, it is recognised and agreed by both parties that the Authority shall, if they see fit, disclose such information and are unable to impose any restriction upon the information that they provide to members of the Scottish Parliament, or Members of the United Kingdom Parliament.

## Accordingly, if the Tenderer considers that any of the information submitted in the Tender Response is commercially confidential, the Tenderer should complete Appendix B - Freedom of Information. It should be noted that where the Tenderer has indicated that the information is commercially sensitive, the Authority will endeavour to maintain confidentiality of that information. However, Tenderers should note, that even where information is identified as commercially sensitive, the Authority may be required to disclose such information in accordance with the Freedom of Information (Scotland) Act 2002.

## Where a Tenderer receives a request for information relating to this procurement exercise under the Freedom of Information (Scotland) Act 2002 during the procurement exercise, this should be immediately passed on to the Authority and the Tenderer should not attempt to answer the request without first consulting with the Authority.

# Variant Bids

## The Authority will not consider a variant Tender Response.

# Consortia and Subcontracting

## Where a consortium or sub-contracting approach is proposed, Tenderers are required to complete the relevant questions in the Qualification Questionnaire on PCS-T [ESPD].

## Relevant information should be provided in your Tender Response in respect of the consortium member or members who will play a significant role in the delivery of the requirement. Tender Responses must enable the Authority to assess the overall consortia or core supply base.

## Where the members of the consortium change at any time during the procurement exercise, the Tenderer should inform the Authority immediately in writing. In such circumstances, the Authority reserves the right to take such action, including excluding the consortium from participating in the procurement exercise, where the change in membership is material in the sense that had it been made earlier it would have affected the Authority’s evaluation of the Tender Response.

## The consortium may be required to form a legal entity which will enter into the resulting Framework Agreement.

# TUPE

## Your attention is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE). It is the responsibility of Tenderers to determine whether or not TUPE applies to this procurement exercise. Notwithstanding this, Tenderers will note that it is the Authority’s view that TUPE is not likely to be applicable to this procurement if this procurement exercise results in a Framework Agreement being placed, although the Authority is not liable for the opinion expressed. In these circumstances the Authority will wish to satisfy itself that Tender Responses are responsibly based and take full account of your likely TUPE obligations.

## If Tenderers have a contrary view to that of the Authority on the applicability of TUPE, Tenderers should advise the Authority via the PCS-T messaging portal, giving reasons prior to the deadline for receipt of Tender Response.

# Additional Information

## Tenderers are expected to examine all instructions, questions, forms, terms and the specification in the ITT and check they are complete in all respects.

## Tenderers should notify the Authority promptly of any perceived ambiguity, inconsistency or omissions in this ITT, any of its associated documents and/or any other documentation issued to them during the procurement exercise.

## Tenderers are responsible for ensuring that they have submitted a complete and accurate Tender Response. Prices must be submitted in £ Sterling, exclusive of VAT.

# Tender Evaluation

## In accordance with The Public Contracts (Scotland) Regulations 2015, the Authority will evaluate Tender Responses to determine the Most Economically Advantageous Tender (MEAT). Tender Responses will be evaluated on both technical and commercial merit.

## The ITT includes mandatory minimum requirements (Qualification Questionnaire on PCS-T [ESPD]. It is important that Tenderers read these carefully and demonstrate compliance with these requirements. Failure to comply with any applicable mandatory minimum requirements may result in exclusion from the procurement exercise. Each Tenderer passing the Minimum Standards will then be subject to a Technical and Commercial evaluation.  The ratio being Technical 70% and Commercial 30%.

**Evaluation Criteria**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Questionnaire in PCS-T** | **Section Name in PCS-T**  **(question numbers refer to Schedule 3 of the ITT)** | **Weighting (%) Pass/Fail** | | **Question Name** | **Weighting (%)** |
| Qualification Envelope  [ESPD] | Acceptance of Documentation | Info Only | |  |  |
| Part II: A Information about the bidder: Identification | Info Only | |  |  |
| Part II: B Information about representatives of the bidder | Info Only | |  |  |
| Part II: C Information about reliance on the capacities of other entities | Info Only | |  |  |
| Part II D Information concerning subcontractors on whose capacity the bidder does not rely | Info Only | |  |  |
| Part III: A Grounds relating to criminal convictions | Pass/Fail | |  |  |
| Part III: B Grounds relating to the payment of taxes or social security contributions | Pass/Fail | |  |  |
| Part III: C Blacklisting | Pass/Fail | |  |  |
| Part III: D Grounds relating to insolvency, conflicts of interests or professional misconduct | Pass/Fail | |  |  |
|  |  | |  |  |
| Part IV: B economic and financial standing | Pass/Fail | | Insurance Levels | Pass/Fail |
| Financial Account | Pass/Fail |
|  | Part IV: C Experience | Pass/Fail | | Experience | Pass/Fail |
| **Technical Envelope Weightings – 70%** | | | | | |
|  | **Service Delivery** | 70% | *Sub weightings & applicable questions* | |  |
|  |  | Compliance with Specification, Q1 | | 8% |
|  |  | Core VLE Functionality, Q2 | | 9% |
|  |  | Course Testing (GSA), Q 3.1 | | 10% |
|  |  | Course Testing, (Sector), Q 3.2 | | 5% |
|  |  | Integration and Extension Capabilities, Q4 | | 5% |
|  |  | Access to Institution Data, Q5 | | 2% |
|  |  | Support and Maintenance, Q6 | | 5% |
|  |  | Hosted Infrastructure, Q7 | | 5% |
|  |  | Project Management of System Implementation, Q8, | | 7% |
|  |  | Innovation and Customer Leverage, Q9 | | 5% |
|  |  | Key Personnel, Q10 | | 2% |
|  |  | Service Performance Management and Escalation, Q11 | | 5% |
|  |  | Sustainable Procurement Q12 | | 1% |
|  |  | Phase Out & Exit Strategy, Q13 | | 1% |
| Appendix A – Form of Tender. | For Submission prior to Award | | | |
|  | Appendix B – Freedom of Information | For Submission prior to Award (if applicable). | | | |
|  | Appendix D – Supply Chain Code of Conduct | Submission prior to Award | | | |
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| **Commercial Envelope Lot – 30%** | | | | | |
|  | Total Costs of Proposal for Vanguard Institution | 20% | As per Appendix F, Pricing Schedule | |  |
| Framework Rates Card | 10% | As per Appendix F, Pricing Schedule | |  |

# Tenderers’ Conference

## A Tenderers conference may take place.

# Bid Clarifications

## Bid clarifications may take place via the PCS-T messaging portal only.

# Notification of Award

## The Authority will notify successful and unsuccessful Tenderers in accordance with the Regulations. A ten-day standstill period will be observed in accordance with the Regulations before the Authority enters into the Framework Agreement.

# Debriefing

## Following a decision to award the Framework Agreement, the Authority will provide reasons for its decision in an award notification letter to Tenderers in line with the Regulations.

# Form of Tender

## The essence of competitive tendering is that the Authority should receive bona fide competitive tenders from all firms tendering.

## In recognition of this principle, Tenderers must sign the Form of Tender – Appendix A prior to award to confirm that their Tender Response is a complete, true and accurate submission.

# Supply Chain Code of Conduct

## The Authority is committed to delivering Framework Agreements on behalf of its client Institutions that demonstrate and meet its sustainable procurement objectives, driving through positive social, environmental and economic impacts wherever possible.

## In partnership with Institutions, the Authority has developed a Supply Chain Code of Conduct – Appendix D which sets out its expected standards for its supply chain in social, ethical and environmental compliance.

## Tenderers must complete the Supply Chain Code of Conduct to assist in achieving its objectives prior to award.

## For more detail on our Supply Chain Sustainability project please see the website <http://www.apuc-scot.ac.uk/#!/susproject.php>

## The Contractor(s) will be encouraged to participate in the Authority’s Sustainable Supply Chain Audit Programme, [Sustain](http://www.sustain.ac.uk/), to determine their compliance with the Code of Conduct. This will involve completion of an on-line assessment questionnaire, provision of documentary evidence and supporting/facilitating potential site visits by the Authority or a nominated third party to assess site(s) compliance. The Authority is carrying out this audit programme on behalf of its client Institutions in order to assess the social, ethical, economic and environmental compliance of its suppliers and supply chain and will seek to eliminate poor/non-compliant practise and exploit good practice/opportunities where possible.

# Invoicing and Payment

## Payment will be made to the Contractor based on the Terms and Conditions of the Framework Agreement and the Call off Contract Terms and Conditions as they apply.

## For routine charges the Contractor will be required to submit invoices (net of any Service Credits or the like for the previous charging period), monthly in arrears for work completed to the satisfaction of the Institution in accordance with the Terms & Conditions of the Framework Agreement and Call off Contract. All Contractor billing and Payments must be in Sterling for the duration of all Call off Contracts made through the Framework.

## For implementation and mobilisation charged the Contractor will be paid as various key stages of the project are completed to the satisfaction of the relevant Institution. Payments will be calculated as a percentage of the total tendered invoice cost.

## The specific payment terms and amounts will be set out in each Call-off Contract. In the case of the vanguard institution, Glasgow School of Art, these are set out below:

|  |  |
| --- | --- |
| **Percentage of Implementation Total Costs** | **May be Invoiced on or after** |
| 5% | Upon sign-off of a complete Project Implementation plan, agreed by both parties, compliant with all Customer milestones specified within the ITT. |
| 5% | The date of final Acceptance of the Software by the customer |
| 50% | The date the Customer puts the VLE System into live operational use |
| 40% | The date Sixty days after the first live use of the VLE System, or if later the first date after the date of first live use that the VLE System has been running without any Faults for a period of Thirty consecutive days (the "Fault Free for Thirty Days Date"). *\* Licensing and Hosting becomes chargeable after Fault Free for Thirty Days has been achieved or, if earlier, only with consent of the Customer \** |

## The vanguard institution, Glasgow School of Art, requires a Fixed Price Implementation. Tenderers must quote for a Fixed Price Implementation.

## Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge.

## Each invoice shall be uniquely identified and specified as a minimum (but not limited to) the following information:

* Order number (where relevant)
* Framework Agreement title & reference number
* Deliverable details (Description of Goods and/or Services)
* Charges and total due including a deduction for any applicable discounts
* Any travel and subsistence expenses claimed (where pre agreed)
* Total value excluding VAT
* Any day rates/hourly rates (if applicable)

## **Service level and service credit and fault reporting**

## No later than ten (10) Business Days after the end of each Service Reporting Period ending during the Service Term the Contractor shall prepare and deliver to the Purchaser a report setting out:

* details of compliance with the Service Levels in that Service Reporting Period (including details of the reason for any non-compliance);
* a calculation of the Service Credits accruing in that Service Reporting Period; and
* details of all Faults reported to the Contractor during that Service Reporting Period; and

To be clear such report may be written or may be delivered by email or through a browser portal or similar.

## **Payment of service credits**

Sums payable shall become due thirty (30) days after the issue of the relevant Service Level Report. All sums falling due that have not previously been set-off against an invoice raised by the Contractor under this Contract (the "Un-recouped Service Credits") shall be set off against and shown as a deduction of the amount payable (before calculation of Value Added Tax) in the next invoice raised by the Contractor under this Contract (provided that the amount due under that invoice as a result of the deduction of Un-recouped Service Credits shall not be less than zero).

After the date of termination or expiry of this Contract Purchaser may invoice the Contractor for an amount equal to any the then current Un-recouped Service Credits plus VAT (if applicable). The Contractor will pay that invoice in cleared funds no later than thirty (30) days after its receipt of it (such date being the relevant due date for payment for the purpose of Clause 2 (Late Payment) of Section D (Goods and Services).

**SECTION 2 - SPECIFICATION OF REQUIREMENTS**

**Specification of Requirements - Table of Contents**

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# Background

## The Authority is one of the five Centres of Procurement Expertise formed as a result of the McClelland Review of Public Procurement in Scotland, published in March 2006. The Authority was formed in 2007 and is owned by Scotland’s universities and colleges and operates entirely in the interests of these Institutional stakeholders. The Authority conducts procurement processes on their behalf for the collaborative commodities for which it is responsible, and enters into Framework Agreements with Contractors.

## Agreements are created on a collaborative basis with user input from Institutions and designed to suit their specifications. Contractors are asked to note that there is no guarantee of demand or even any business for Contractors on the Framework Agreement.

## The Authority Terms and Conditions as referenced in this document shall prevail for the period of the Framework Agreement and apply to call-off contracts. The Terms and Conditions are standard and any proposed changes will only be accepted at the discretion of the Authority.

## The VLE Systems and Services purchased by parties accessing this Framework Agreement will vary in scale and complexity. In undertaking this Invitation to Tender, the Authority aim to achieve enhancements in: functionality, System performance, service levels, and commercial terms. The tender is being undertaken against an ongoing background of public sector austerity and pressure on HE/FE Institutions for continuous improvement in the overall quality of educational service provision.

## High level objectives include:

* Value added functionality and service delivery;
* Improved commercial terms and consistency across the Scottish sector;
* Supplier commitment to regular benchmarking and passing on the benefits of market innovation to Institutions;
* A strong working relationship between Institutions and the appointed Contractors.

## A User Intelligence Group (UIG) has been established to provide key stakeholder input and represent the view of participating Institutions on this requirement. Members consist of both learning technology specialists and ICT specialists from the Authority, the Higher Education (HE) sector and the Further Education (FE) sector.

# Parties accessing and calling off from the Framework Agreement

## The Authority, acting for itself and the universities and colleges (Institutions) (and affiliated bodies) in Scotland, including any new and successor Institutions, will be able to access the Agreement. A list of the current Institutions who are eligible to access the agreement can be found in Appendix E.

# Scope of Framework Requirements Overview

## The purpose of this procurement exercise is to appoint a range of capable best value Contractors for the supply of VLE Systems and associated Services as detailed within this Invitation to Tender (ITT). The Framework Agreement will also act as the mechanism for the Glasgow School of Art to appoint a Contractor to provide a VLE system.

## The scope of this procurement covers the supply of VLE Systems and Associated Services including but not limited to provision of:

* Timely installation of all required software functionality and upgrades;
* All associated software licensing and or equivalent model of service delivery;
* Support and Maintenance in line with contractual Service Level obligations;
* Managed Hosting Infrastructure, as required by Institutions, scalable to deliver all Service Level obligations;
* Solution Implementation including Data Migration as required by Institutions;
* Project Management of all required Solution Implementations and upgrades as required by Institutions;
* High performance Integration with a range of corporate and specialist education sector Systems;
* Access to relevant institutional data for business intelligence purposes;
* Solution Consultancy wherever required by Institutions.

## The Institutions expect the period of the Framework Agreement to be highly challenging in terms of finance and increasing student expectations. The appointed Contractors shall be willing to work with Institutions as partners to facilitate efficiencies and service innovation for both parties.

## The System users include all potential staff and student users.

# Vanguard Institution – Specific Details and Requirements

**GSA Profile: Overview**

Established in 1845, the Glasgow School of Art (GSA) is one of the oldest, and one of the few remaining, independent art schools in the United Kingdom. It is recognised worldwide as one of the United Kingdom’s most successful higher education institutions for the study and advancement of fine art, design and architecture. Classified as a Small Specialist Institution (SSI), it is a practice based school with a well established reputation for the quality of its education, for the success of its students and graduates, for the standing of its staff and for the quality of its research.

GSA is organised into three distinct Schools: -

* Fine Art
* Design
* Architecture

In addition, the Department of Forum of Critical Inquiry provides a key component to all undergraduate degrees in art and design. All GSA degree programmes are currently validated by and degrees awarded by the University of Glasgow.

GSA offers practice-led, studio-based teaching, learning and research and is currently home to some 2,350 students within the city centre estate, studying a range of courses leading to undergraduate and postgraduate degrees in a broad range of art, design and architecture disciplines.

GSA also has seven specialist research centres, all of which – with the exception of Digital Design Studio – are housed in the current Garnethill estate. The DDS is currently located at the Digital Media Quarter, Pacific Quay.

The profile of the GSA is:

* Number of users: 3000
* Current Number of active courses and organisations: 307
* No middleware in place currently. All integration with the VLE System should be live.
* GSA’s VLE requires a minimum of 350GB storage capacity. GSA stores some Mp4 files and TIFF files, that are in the 1–50GB range, but generally these are stored outside the VLE.

The Systems in place at GSA which need to be integrated with the VLE System are as follows:

* Antiplagiarism Tool: Turnitin
* Authentication: Active Directory
* Student Records System: Quercus 8.7.0.3 (Campus IT). Currently manual batch upload on demand, occurring multiple times daily during peak term activity.
* HR System: ITrent (release 10.18.04, build 28). No integration currently.
* Email: Office 365. No integration currently.

The systems being explored at GSA which may integrate with the VLE System in the future:

* Finance System: Agresso
* Reading list software: not currently in place
* Web conferencing tool: not currently in place
* EPortfolio tool: currently piloting Pathbrite

### **GSA Contract Duration**

### GSA as the Vanguard institution requires a direct Call-off contract to the number one ranked Tenderer for a minimum term of four years with the option to extend, at the Customers sole discretion for one further period of two (2) years and two further period(s) of twelve (12) months each. (4+2+1+1 years)

### GSA reserves the right to award in part, in full or not at all.

### **Key Concerns**

GSA has a challenging timeframe in which to complete the implementation of the successful VLE System. The System must be running and fully operational for the start of term, September 2017. Any competitors for this tender must be able to begin the implementation plan immediately post contract award. GSA Staff must have had the opportunity for training in the Spring of 2017 so that they can begin to build their courses before they leave for summer break.

The proposed VLE System shall integrate successfully with Office 365. This is currently used for email, and GSA has plans to explore further use of Sharepoint and OneDrive, and potentially Skype for Business. The VLE System must accommodate these potential expansions of 365.

As an art school with an emphasis on studio-based instruction, the VLE System that GSA uses must work with the School’s model of collaborative, peer-centric, student-led education. GSA’s tutors want a responsive VLE System that integrates with other tools on the web that they and the students already use.

### **Potential Implementation Milestones: Glasgow School of Art**

Listed below are potential example implementation milestones. Tenderers should consider the potential applicability and order of these milestones in their comprehensive response to the Technical Questionnaire, section 3 below.

#### Project Initiation including co-ordination with relevant GSA in-house teams.

#### Integrate with existing GSA systems particularly student records.

#### Finalise VLE Data Structure including categories, courses, content, landing page, permissions.

#### Customisation and GSA Branding.

#### Migrate courses to VLE solution, phasing in with early adopters and champions.

#### Training of Systems Administrators (superusers) and all other staff users.

#### 2017-18 Courses created including electives determined and set-up.

#### Further Training including: best use of the VLE solution; effective course design; collaborative activities; on-line assessment; student training.

#### Final content migration and archiving.

# Design

The Contractor shall provide a System with, and without limitation to, the characteristics below. The System shall:

### Be intuitive to use, including clear navigation.

### Be brandable by Institution.

### Be fully customisable by Institution, including design of interface, aesthetics and colours, etc.

### Enable individual users to personalise the System.

### User Interface should be device agnostic, e.g. the graphical user interface (GUI) resizes according to user device.

### Enable progressive enhancement, allowing newer browsers to take advantage of modern features and web standards, with appropriate fall backs for older browsers.

### Support Drag and Drop editing, which should be fully embedded within the System.

### Comply with W3C accessibility standards, including WCAG 2.0 level AA, as a minimum. This should include prompts for users creating content, including the requirement for users to tag the photos and videos they upload.

# Pedagogical Functionality

## **Content**

The System shall enable usage of multiple file types and flexible management of content, including and without limitation to, the characteristics and features within Section 5.1 below.

### ***Files***

#### The System enables a wide range of file types to be uploaded, including but not limited to, DOC, DOCX, HTML, RTF, PDF.

#### Administrators should be capable of specifying and limiting file sizes and amending permissions and files sizes by course.

#### The System automatically displays appropriate icons for file types.

#### The System has capability to insert, embed, batch upload and import multiple content items.

#### The System has capability to embed external content within courses.

#### The System has the ability to batch import external content in directories.

### ***Content Organisation***

#### The System should provide an intuitive content editor that includes the option for users to create their own content without usage of html or mark-up schemas. The content editor should also include video/audio recording capabilities.

#### The System should provide fully enabled mobile access to content items and content editing tools.

#### Uploaded files and course resources should be sharable across courses and categories. Any edits made to a master file should cascade to all linked locations.

#### Content versioning should be possible. For example, a current course points at the current version of the file, while an archived course points at a previous version of the same file.

#### The System shall enable drag and drop functionality for ordering modules, units, courses and content/resources.

#### The System shall have capability to define a pathway through content via sequential or conditional access (conditional upon time, date, group or completion of activity).

#### The System shall have capability to search for courses and within course materials.

#### Students should have a personal file storage area and/or access to mobile storage and/ or ability to link to external store, e.g. Office 365.

## **Assessment**

The institution shall use the VLE System to assess student work and provide feedback, including, but not limited to, the capabilities in 5.2 below.

### ***Assignments***

#### The System shall have an intuitive capability for staff to build assessments which allow a variety of file submission formats.

#### Self and Peer Assessment should be supported. This should include the ability of the instructor to randomly assign peer marking within a cohort or across cohorts, specify which peer is to mark which student, and a combination of these in the same assigned review.

#### Individual and group submission of assignments shall be available.

#### Students should be able to submit single or multiple files.

#### Instructors should be able to allow students to resubmit assignments prior to the due date.

#### Records of submissions should be exportable.

#### Receipt for student assignment submission.

#### Instructors should be able to specify exceptions for assignment submissions.

* + - 1. A log of all activity undertaken in the assignment workflow should be recorded. This would allow staff to access data on when, what and who submitted. Staff interaction with the assignment should also be recorded (who has left feedback, edited the grade, etc.).

### ***Tests, Quizzes and Surveys***

The VLE System shall contain a quiz creation tool. It shall have a number of question types

and shall not rely on browser based plugins. A wide range of question types should be available, for example 5.2.2 below.

#### Ordering

#### Multiple Choice

#### True or False

#### Either/ Or

#### Calculated Formula

#### Calculated Numeric

#### Matching (preferably by drag and drop)

#### Extended Matching Items (EMIs)

#### Jumbled Sentence

#### Fill in the Blank/ Multiple Blanks

#### Knowledge Matrix

#### Opinion Scale and Likert

#### Hot Spot

#### Essay

#### Short Answer

#### File Response

#### Surveys

#### Multiple response formats (where more than one answer is correct)

The quiz creation tool should also have the following features:

#### Quiz questions should be sharable across courses.

#### Capability to randomise selection of questions from a pool.

#### Capability to randomise the question and answer order, also to restrict access to questions if previous question has been answered incorrectly.

#### Capability to assign different scores/ weightings to different questions.

#### Capability to assign partial credit within a single question.

#### Capability to determine a deadline/ time limit (with exceptions for individual students or groups).

#### Assessments delivered in a secure way which prevents students from accessing other websites or file directories during the performance of the test.

#### Separate revision and assessment modes.

#### Capability for staff to easily interrogate student performance in assignments and tests, both across the whole group and for individuals. These interrogation tools should allow for the filtering or ordering of student performance, including for those yet to attempt /submit, plus the facility to email those students directly.

### ***Marking and Feedback***

Capability is required for staff to mark assignments and provide relevant feedback. The

System shall include, without limitation to, the functionality at 5.2.3 below:

#### Capability to customise the grading schema.

#### A feedback template may be linked to scripts within the System, with grids/grading forms/rubrics for feedback (both numerical and non-numerical).

#### Feedback template (sections to be completed) and script can be displayed on the same screen view within System.

#### Capability to determine weightings for different components of a course.

#### Enable staff to mark assignments with the option of a) student anonymity or b) named student.

#### A marker’s identification on scripts or feedback templates may be withheld, depending on departmental anonymity policy.

#### Multiple markers (1st/2nd/3rd marker & moderator) may be associated with an individual assessment script.

#### Different marking scenarios, including groups and random allocation of submissions, can be configured.

#### There is scope for markers to record comments for viewing by other markers.

#### Access to a bank of shared staff comments for marking.

#### For peer marking: Blind peer review and open reviews should both be supported.

#### Feedback from instructors should be supported by text, annotated files, audio and video.

#### Staff should be able to mark using a range of mobile devices, including tablets, by leaving text comments, audio comments and speech recognition comments.

#### A facility to collect and collate marks awarded for online and offline assessments.

#### Markers should be able to annotate assignments online.

#### Markers should be able to annotate assignments offline. Capability to support and sync offline marking.

#### Version control built into the System, in order that a marked-up file will be different from the original file submitted to the System.

#### Batch upload of marks and feedback scored by offline marking, for individuals and groups, to the System.

#### Content generated from learning journals or blogs, forums, wikis and any other communication and collaboration tools should be gradable and may be processed by staff through the use of grading and feedback tools. Marks and feedback should be stored within the central grading repository.

#### Staff should be able to easily identify and target students who have not yet submitted, or completed, an assessment and send an alert.

#### Reminder capabilities should also be possible for assessments which require an anonymous submission.

#### Scope to record and process extenuating circumstances – e.g. reasons for late submission etc.

#### Capability to record general comments on performance of cohort in assessment, to be viewed by all students, including an outline of model answers.

#### Release of marks should be flexible (i.e. reveal to all students at the same time or to individual students, or force students to review feedback prior to grade release – as required by the instructor).

#### A Reconciliation process for a multiple marking workflow allows a user to review grade or score and feedback and select what will be visible to the student.

#### Grades should be accessible via the individual assignment or assessed activity, e.g. clicking on the title or link to an assignment should allow the instructor to view the submissions, results and responses to that assignment. No need to go to the central mark book.

#### Students should have a view/profile page allowing them to see all their marks in one place.

#### The System should provide opportunities for students to comment on feedback received.

#### Capability for rubric feedback to be viewed without a score.

#### The System should be capable of generating a range of relevant reports and statistics on assessments/assignments. As a minimum the reporting capability should include grade distribution statistics. Further desirable reporting capabilities include: Grade Average; Max Min and Median.

## **Communication and Collaboration**

The Contractor should provide a System which includes, without limitation to, the capabilities within section 5.3 below:

### Discussion boards support audio and video.

### Facilities for the creation of blogs / journals for individual, small group and whole cohort based activities are required.

### Wiki tools which allow staff to easily track and assess student activity within a wiki space.

### A calendar which is RFC5545 compliant and should be exportable to iCal, or an equivalent subscription calendar service. It should be possible to both import and export from the calendar.

### The System should accommodate an externally facing e-portfolio viewable from the internet.

### The System should accommodate a web conferencing facility, including a facility for recording and archiving conferencing sessions. This may be a core part of the VLE System or a fully integrated third party solution providing equivalent service capability.

### Proposed web conferencing facilities should include capability for break-out rooms and polling.

### The System should enable instant messaging. Students should be able to view and contact others who are online and be able to hide their status from others.

### The System should have an Online Community space for non-assessed activity.

### The System should accommodate a repository where staff can upload resources with a variety of shared permission levels. This requirement could be delivered either from the VLE System core functionality or through integration with a third party content management solution.

### Students should have the ability to specify their preferred means of contact, including via major social media channels and to have more than one email account which receives emails from the System. This flexibility should be configurable by individual institutional preferences.

### An Audit trail of communications should be available to investigate disputes/ inappropriate messages (configurable to individual institutions). The System should log what\who\when an email was sent.

### ***Announcements, Emails and Messages***

The System shall enable administrators to send:

#### Institutional announcements.

#### Messages to everyone in the System; all staff; all students/everyone on a course; a group of people on a course; an individual student.

#### Emails to everyone in the System; all staff; all students/everyone on a course; a group of people on a course/ an individual student.

#### Email/text message to students attending a specific teaching event.

The System shall enable teaching staff to send:

#### Course level announcements.

#### Messages to everyone in the System; all staff; all students/everyone on a course; a group of people on a course; an individual student.

#### Emails to everyone in the System; all staff; all students/everyone on a course; a group of people on a course/ an individual student.

### ***Notifications***

The System shall enable administrators to:

#### Set institutional default notifications that cannot be turned off, e.g. a new announcement, due date for an assignment, grading of submission required.

#### Set course level notifications, e.g. new content, such as a file or new discussion thread, has been added to an area.

#### Users should be able to choose which notifications they receive and the method(s) of delivery, e.g. dashboard, email, mobile app.

## **Course Management**

The System shall provide comprehensive course management capabilities including, without limitation to, below:

### Self-enrolments, Group, System-fed and manual enrolments should be possible for grouping of students.

### Students can be assigned to one, or more, groups within a course.

### Ability to edit group membership.

### Ability to restrict tools/activity by groups.

### Ability to automate the creation of groups.

### A facility to define course templates, to customise the look and feel of a course/ programme/module. However, System admin to have control of what is available

### A facility for archiving all course areas on an individual basis and by a batch archiving process.

### A variety of roles can be supported through full flexibility to set and customise permissions.

### Devolved management of archived courses, e.g. by departmental administrator (super user).

### The export/ import of archived courses, which were created in a different System, into the new online learning System, including automation for individual and multiple courses (batch import of archived course areas from another VLE via an open standard)

### Courses can be configured with child\parent relationships (e.g. to allow for child course(s) enrolments to be fed into parent).

### Bulk course creation is possible via csv.

### Access to System logs.

## **Teaching Timetables**

The System shall include capability to:

### Add an event to a course timetable, e.g. an event that can support multiple rooms and lectures.

### Attach learning resources (links and files) to a teaching event.

### Hide/publish teaching events.

### Provide a personal timetable for each student.

### Associate a tutor with a teaching event.

### Generate class registers and photo boards of students.

## **Elections**

### Student election capabilities to support class representative elections would be desirable. Teaching/admin staff should be able to create an election which is run for a specified period including student voting capabilities.

## **Student Support**

### The System should be capable of enabling administrators to login as a student with visibility of all that the student can see within the System to assist resolution of support queries.

# Integration and Extension Capabilities

The Contractor System shall be fully capable of delivering seamless live integration and

support, without limitation to, the software, Systems and interoperability standards listed

below:

## **Systems**

### Similarity Detection software supporting assignment submission through a text matching service (most commonly the systems within the sector are Turnitin UK Ltd and Urkund, although this may be subject to change throughout the duration of the Framework Agreement

### Collaboration suites including integrated web based classroom capabilities

### Student Records (typically provided to the sector by Capita IT Services Ltd, Tribal Education Ltd, Unit4 Business Software Limited)

### Attendance Systems

### Single Sign On (SSO) solutions (e.g. Shibboleth, LDAP or equivalent). It should be possible to configure multiple authentication mechanisms to use in a given order on a server-by-server basis.

### Content Management Systems

### Finance Systems

### Identity Management (IDM) Systems.

### Human Resources Systems

### e-Portfolio Systems including, but not limited to, Mahara, Pathbrite and Pebblepad (or equivalent)

### Online file sharing Systems and cloud-based storage Systems, such as Office 365 Google Drive, Box and Dropbox (or equivalent). Library management platforms

### Reading list software

## **Interoperability Standards**

### Learning Tools Interoperability (LTI) (at LTI 1.0 as a minimum, 2.0 is desirable)

### IMS Global Standards: IMS Common Cartridge, Learning Information Services (LIS), QTI. Caliper Analytics, or equivalent, is also desirable.

### SCORM1.2, 2004, version 3, or later version.

## **Social Media**

The System should integrate with a wide range of social media tools.

# Enterprise Reporting and Access to Institution Data

## The Contractor shall provide, without limitation to, the capabilities listed below:

### Customer access to their own Institutional data in a standard “open” rather than proprietary form

### The ability to design and create reports within the System.

# General Operating Environment

The Contractor shall provide a System that is fully compliant and operational with the

following, plus any later versions adopted by institutions:

### Browsers, including but not limited to, Google Chrome, Internet Explorer, Firefox, Safari, Edge, iOS, Android and Windows Phone. The System supports both new releases and browser versions older than one or two years. The System displays a notification when trying to use an incompatible browser.

### The System is device agnostic at the base level with the potential to include apps if required.

# Support, Maintenance and Hosting

The Contractor shall provide, without limitation to, the capabilities listed below:

## **Support and Service Level Options**

### Service desk shall be available to the Customer during all standard UK working hours and easily contactable through a range of communication channels, including telephone.

### Extended cover service level options including, but not limited to, 24/7.

### The Contractor should have a dedicated team for technical support.

### Fault/fix response times to maintain service continuity in compliance with all contracted service levels and key performance indicators.

### The support service should have certified ITIL, or equivalent methodology, with a clear escalation process for fault/fix requirements.

### The System should be updated regularly with bug fixes and feature releases. The Institutions will have the ability to opt in or to opt out of each update and should be able to test new releases on a development server.

### Migration into the new System should be fully supported and achievable within the timescale for the project.

### The Contractor shall provide comprehensive initial training for key role-holders within the System: e.g. System administrator, technical support staff and departmental champions.

### The Contractor shall provide community based activities take place both online and in person, that support your customers (webinars, conferences etc.).

### Training videos, webinars and documents, frequently asked questions should be readily available.

### Institutions reserve the right to undertake and additional security audit of hosted services.

## **Developer Support**

### Documentation on how to integrate and extend the System.

### Roadmap of System development should be available to the institutional customers.

### The Contractor should provide up-to-date Application Programming Interfaces (API) documents that are publicly accessible including a support route for developers who have technical queries when developing extensions/integrations for the VLE.

### Availability of a knowledge sharing developer community between Institutions would also be desirable.

## **Managed Hosting Infrastructure**

### Managed Hosting Service option, Cloud or equivalent, available within European Economic Area (EEA).

### The System should be available for use by staff and students for at least 99.8% of the time. Further enhanced service level options for System availability would be desirable.

### Scalability to maintain all service level performance obligations in response to both planned and unanticipated levels of Customers.

### Development, Testing and Staging Environments should be available.

### The Contractor should also include an on premise self-hosting option.

# Data Integrity, Security and Systems Functionality

The Contractor System shall be compliant, without limitation to, the requirements below:

### The use of Transport Layer Security (TLS) and other security measures to prevent data theft.

### All personal data processed or controlled as part of the proposed solution, processed and/or controlled in accordance with current and future UK Data Protection legislation (currently Data Protection Act 1998).

### Personal data must not be moved out with the European Economic Area without prior written consent from the institution.

### Robust compartments between records and information, ensuring users only have access to the intended information within the System.

### Method to prevent unauthorised access to the System including user names and passwords, preferably obtained through integration with Active Directory or equivalent standard solution.

### Documentation of user access to operating System functions, including at a minimum, who requires access and what access is required.

### System administrator capability to configure the security for either individual users or groups of users. Security applied at a variety of levels and allows access for update and enquiry only at database level.

### Capability to write to the System database through a supported facility that is consistent with the System database schema and maintains data integrity.

### Documentation of any System management tasks required can be performed either in-house or by the Contractor.

### Data changes subject to a protected audit trail, including, date and time of change, user identification and details of the change.

### Full System recovery/back out/roll back procedures in the event of failure.

### Capability for Customer Systems administrators to archive data and maintain any service level quotas agreed with the Contractor.

# Account Management

## The Contractor shall provide a suitably qualified and experienced Individual to act as Account Manager for the Framework Agreement providing a Contractor point of contact for all matters relating to the management of the Framework Agreement.

## The Account Manager will be required to perform the following duties under the Framework Agreement:

### Attend review meetings, minimum of two (2) per annum, with the Authority’s nominated Contract Manager. The timing of these meetings will be agreed as appropriate.

### Provide information on Key Performance Indicators and general performance against the contract deliverables.

### Attend meetings with/provide information for nominated officers within each Institution as required, to facilitate the individual contracts let under this Framework Agreement.

### Ensuring that all Institutions are made aware of key operational procedures and processes relating to the Framework Agreement, including but not limited to, key contacts (including invoice and billing contacts who will be knowledgeable of the contracts under this Framework Agreement), complaints procedures and pricing information.

### Keeping the Authority and Institutions fully informed of any relevant changes in the regulations and legislation applicable to services provided under this Framework Agreement.

### Co-ordinating the submission of management information, as detailed in this Schedule, and adhere to the requirements for involvement in strategic contract management.

# Contract Management and Performance Measurement

The Authority is responsible for contract and supplier management of the Framework

Agreement which will be undertaken through the use of various performance measures. The

Contractor will be expected to work proactively with the Authority to implement and ensure

effective contract delivery.

## **Level of Contract Management**

The Authority has developed a standard approach to contract and supplier management. It is intended that implementation and use of a standardised approach will assist in streamlining processes, improve risk and opportunity awareness and management, improve supplier relationship management and increase contract compliance.

### There are three levels of contract management being Routine, Managed and Strategic. The Authority has identified that the level of contract management for this Framework Agreement will be Strategic.

## **Strategic**

### A Strategic contract management approach will mean that the Contractor must:

### Supply all the requested management and performance information in the requested formats and timeline, unless otherwise agreed in advance with the Authority’s Procurement Manager.

### Attend each contract review meeting with the Authority as requested by the Procurement Manager (minimum of two per year unless determined otherwise by the Procurement Manager).

### Support the Procurement Manager in early identification of risks and/or opportunities associated with the delivery of the agreement.

### Meet defined Key Performance Indicators (KPIs) and Service Levels as set out in the ITT.

### Be aware that the Procurement Manager may use performance measures such as Performance Scorecard and 360° user feedback to assess Contractor performance on the Framework Agreement and participate in feedback gathering.

### Work proactively with the procurement manager to ensure contract compliance and maximise contract uptake.

## **Legislation**

### The Contractor must comply with all relevant legislation, including potential amendments, within the state at all times.

**SECTION 3 - TENDER QUESTIONS AND EVALUATION CRITERIA**

# Introduction

## The Authority is using the PCS-Tender eTendering platform for this procurement exercise. The ITT is only available in electronic form through this System and all responses MUST be submitted electronically through PCS-Tender prior to the Tender Response deadline date. No hard copies or other means will be accepted.

## The ITT Tender Response comprises of the Qualification Questionnaire- [ESPD], Technical Questionnaire and Commercial Questionnaire. All relevant sections within these questionnaires must be completed as requested.

## The following questions in this section detail the minimum mandatory requirements, the technical questions for evaluation and the Pricing Schedule.

**Qualification Questionnaire [ESPD]= Minimum Standards**

**Please complete the following questions in Qualification Questionnaire:**

**Part II: Information concerning the bidder**

A: Information about the bidder

B: Information about representatives of the bidder

C: Information about reliance on the capacities of other entities

D: Information concerning subcontractors on whose capacity the bidder does not rely

Information in Part II must be completed but is for information only.

**Part III: Exclusion grounds**

A: Grounds relating to criminal convictions

B: Grounds relating to the payment of taxes or social security contributions

C: Blacklisting

D: Grounds relating to insolvency, conflicts of interests or professional misconduct

**Part IV: Selection criteria**

B: Economic and financial standing

Please refer to question within 4B.5 of the ESPD and Economic and financial standing

section of the Contract Notice

Bidders must confirm they can provide the following supporting evidence prior to award:

Employer's (Compulsory) Liability Insurance\* = £5 Million

Product Liability Insurance = £5 Million

Public Liability Insurance = £5 Million

Professional Indemnity = £2 Million

Please refer to question within 4B.6 of the ESPD and Economic and financial standing

section of the Contract Notice

The successful Contractor will be required to provide 2 years audited accounts, or

equivalent if awarded to the Framework Agreement

Please refer to PCS Contract Notice: Economic and financial standing

Information provided for Part III and IV will be assessed on a Pass/Fail basis, where:

Pass= meets requirements as stated in Contract Notice

Fail=does not meet requirements as stated in Contract Notice

Technical Questionnaire

# Compliance with Specification (Weighting 8%)

Tenderers should complete the attached grid, Appendix G, to demonstrate how their proposed System aligns to the Specification of Requirements main section 2.0 above and what capabilities are provided as part of the core System. The items within the grid are scored on the basis of their desirability to the sector. Tenderers must indicate if each item within the specification is “Available within a Live Implementation”, “In Development” or “Unavailable”. Each item of specification within the grid will then be scored using a multiplier and totalled. The sum of the scores against each item will then be scored pro-rata using the formula:

Actual Score/Highest score \* Weighted Percentage Marks Allocated

Tenderers must complete all boxes in the grid that are highlighted in yellow. Comments may be entered, in the column titled “Comments/Remarks”, to summarise the extent to which your solution delivers the Specification of Requirements.

# Core VLE Functionality (Weighting 9%)

## System functionality

Tenderers must provide a summary of their proposed solution to cover the following areas of functionality, outlining the overall feature and benefits of the solution. Answers should address and without limitation:

* Design and interface
* Content management
* Assessment and Feedback
* Communication and collaboration including a clear understanding of the extent to which these are proprietary or sourced from third parties?
* Course management
* Administration functions
* Just in time contextual System help

This question will be evaluated and scored using the scoring methodology below.

**Scoring Methodology**

|  |  |
| --- | --- |
| **3 - Good** | The Tenderer’s response is comprehensive, clearly demonstrating a highly desirable solution against the specification provided.  The response addresses all the key points listed above in sufficient detail providing confidence that the Tenderer will fully address all requirements of the sector. |
| **2 - Acceptable** | The response addresses most of the key points listed above in detail OR the Tenderer has provided all the key points listed above but lacks detail in answering the question fully.   The response provides confidence that the Tenderer will address all aspects of the requirement. |
| **1 - Minor Concerns** | The response addresses some of the key points listed above in detail but lacks detail. The response does not provide confidence that the Tenderer will address the key aspects of the requirement and there are some concerns with the response. |
| **0 - Major Concerns** | The Tenderer has failed to address the question, submitted a nil response or any element of the response gives cause for major concern. |

# Course Testing

There are two elements to this section to which the Tender should respond.

To enable the evaluation of each section please provide a course testing “sandbox” environment:

* Log in details for the TEP - A URL, username and password;
* Log in details for six sample students and six sample lecturers;
* Administrator account (with full administrator rights);
* Electronic User manual/assistance/guidance on help functionality within the System;

## **GSA Specific Testing (Weighting 10%)**

Tenderers shall provide a Test environment using the sample Glasgow School of Art content attached (as Appendix J). The course shall be displayed in an intuitive structure facilitating ease of navigation. The GSA Tender Evaluation Panel wish to test the System functionality using the methodology and testing functions as suggested in Appendix H, Test plan.

|  |  |
| --- | --- |
| 3 – Good | The software design was found to be highly intuitive and engaging. Most of the testing group were able to perform the set tasks without using any help, or when help was used it was contextual, located rapidly and of very good or excellent quality. Most members of the testing group were highly engaged with the participation and collaboration tools built within the System and found it easy to link with external Systems. The System meets all requirements. |
| 2 – Acceptable | The software design is acceptable, with the core functions evident. Some were able to perform the set tasks in the testing environment without using help, and the contextual help was of a good standard. Most members of the testing group found the participation and collaboration tools built within the System to be acceptable, and were able to use integrated tools linking with external Systems. The System meets most requirements. |
| 1 - Minor Concerns | Most found the design to be basic and adequate. Most members of the testing group required help to perform the set tasks and found it to be of an acceptable standard. Integrated tools were available but most found them to provide limited access or engagement. The System meets some requirements. |
| 0 - Major Concerns | The Tenderer has failed to address the question, submitted a nil response or any element of the response gives cause for major concern. |

## **Sector Testing (Weighting 5%)**

Tenderers shall provide a Test environment using a sample showcase course set up by the Tenderer, which displays the full functionality of the VLE solution proposed. The course shall be displayed in an intuitive structure facilitating ease of navigation.

* A recommended exemplar course provided by the Tenderer
* Homepage/entry point/landing page
* Access by administrator, teacher role and student role

The Tender Evaluation Panel will assess each compliant Tender response with the activities summarised in Appendix H, Test plan.

|  |  |
| --- | --- |
| 3 - Good | The software design was found to be highly intuitive and engaging. Most of the testing group were able to perform the set tasks without using any help, or when help was used it was contextual, located rapidly and of very good or excellent quality. Most members of the testing group were highly engaged with the participation and collaboration tools built within the system and found it easy to use the integrated tools linking with external systems. The System exceeds requirements overall. |
| 2 - Acceptable | The software design is acceptable, with the core functions evident. Some were able to perform the set tasks in the testing environment without using help, and the contextual help was of a good standard. Most members of the testing group found the participation and collaboration tools built within the system to be acceptable, and were able to use integrated tools linking with external systems. The System meets requirements. |
| 1 - Minor Concerns | Most found the design to be basic and adequate. Most members of the testing group required help to perform the set tasks and found it to be of an acceptable standard. Integrated tools were available but were most found them to provide limited access or engagement. The System meets most requirements. |
| 0 - Major Concerns | The Tenderer has failed to address the question, submitted a nil response or any element of the response gives cause for major concern. |

# Integration and Extension Capabilities (Weighting 5%)

Please explain the extent to which your proposed solution integrates with the key corporate FE/HE Systems listed within the “Specification of Requirements” and how the integrations are achieved?

Responses should include:

* Type of integration provided; full two-way, real time or other;
* Integration opportunities with Systems specified within the ITT;
* Any Interoperability standards critical to the level of integration achieved;
* A description of how the System shall integrate with the GSA infrastructure.

Tenderers may support their answers by evidence of current live integrations.

This question will be evaluated and scored using the scoring methodology below.

**Scoring Methodology**

|  |  |
| --- | --- |
| **3 – Good** | The Tenderer’s response is comprehensive, clearly demonstrating relevant real time integration capabilities, compliance with Interoperability standards, and live example integrations directly relevant to the education sectors and the Framework.  The response addresses all the key points listed above in sufficient detail providing confidence that the Tenderer will fully address all requirements. |
| **2 - Acceptable** | The Tenderer has demonstrated how they will effectively address most of the key points listed above in detail OR the Tenderer has provided all the key points listed above but lacks detail in answering the question fully.   The response provides confidence that the Tenderer will address most aspects of the requirement. |
| **1 - Minor Concerns** | The response addresses some of the key points listed above in detail OR the Tenderer has provided most of the key points listed above but lacks detail. The response does not provide confidence that the Tenderer will address these key aspects of the requirement. |
| **0 - Major Concerns** | The Tenderer has failed to address the question, submitted a nil response or any element of the response gives cause for major concern. |

# Access to Institution Data (Weighting 2%)

Tenderers shall clearly explain the extent to which Institutions will be able to acquire access to their own information in a standard “open” rather than proprietary form, free of setup and licensing charges?

This question will be evaluated and scored using the scoring methodology below.

**Scoring Methodology**

|  |  |
| --- | --- |
| **3 – Good** | The response addresses all the key points listed above in sufficient detail providing confidence that the Tenderer will fully address all requirements. The Tenderer will provide data downloads on demand multiple times per month. |
| **2 – Acceptable** | The response addresses most of the key points listed above in detail OR the Tenderer has provided all the key points listed above but lacks detail in answering the question fully.   The response demonstrates Tenderer commitment to provide frequent data downloads of at least once per month. |
| **1 - Minor Concerns** | The response addresses some of the key points listed above in detail OR the Tenderer has provided most of the key points listed above but lacks detail. The response does not provide confidence that the Tenderer will address these key aspects of the requirement. Data downloads are limited per annum and not available on a monthly basis. |
| **0 - Major Concerns** | The Tenderer has failed to address the question, submitted a nil response or any element of the response gives cause for major concern. |

# Support & Maintenance (Weighting 5%)

## Please fully summarise the proposed Support Service provided including, without limitation to:

* Fault/fix response times for clear levels of criticality and service desk availability;
* System uptime performance commitments, including KPIs, and any top two to three service level packages provided covering Support/Hosting;
* Service credits included within the main Support package KPIs provided;
* Policy on Upgrades/Patches and including the anticipated frequency of both minor/major upgrades and a clear distinction between the two;
* Regular testing by the vendor for bugs and circulation/communication of reports to the Customer.
* Flexibility provided to Customers with a potential need to defer latest Upgrades or revert to a previous version.
* How the rollout of Upgrades is supported.
* Scoring Methodology

|  |  |
| --- | --- |
| **3 - Good** | The Tenderer’s response addresses all the key points listed above in sufficient detail providing confidence that the Tenderer will fully address the requirements. A flexible range of effective service level options, including Service Credit commitments with commercial leverage, are available. |
| **2 - Acceptable** | The Tenderer’s response addresses most of the key points listed above in detail OR the Tenderer has provided all the key points listed above but lacks detail in answering the question fully.  The Tenderer has provided all the key points listed above but lacks detail in answering the question fully. |
| **1 - Minor Concerns** | The response addresses some of the key points listed above in detail OR the Tenderer has provided most of the key points listed above but lacks detail. The response does not provide confidence that the Tenderer will address these key aspects of the requirement |
| **0 - Major Concerns** | The Tenderer has failed to address the question, submitted a nil response or any element of the response gives cause for major concern. |

# Hosted Infrastructure (Weighting 5%)

## GSA requires a managed hosting/cloud hosting option. Tenderers shall fully summarise their proposed Managed Hosting/Infrastructure solution including, without limitation to:

* Whether Hosting is Cloud based or equivalent with one or more of – Iaas; Paas; Saas;
* Hosting Location and other continents where the System is fully operational;
* The extent to which the Hosting Services are sub-contracted partly, fully or not at all;
* Input from Contractor to sub-contractor and ability to manage and influence Operating procedures including Information Security;
* Specific summary of how Customer Information Security is managed including people, process and technology.
* Storage provided as part of the core solution, further scalability and service flexibility to assist Customers in managing unanticipated volumes of content
* How your Infrastructure set-up is capable of flexing to meet unanticipated volumes of user demand whilst maintaining your company’s most demanding service level performance obligations?

This question will be evaluated and scored using the scoring methodology below.

|  |  |
| --- | --- |
| **3 - Good** | The Tenderer’s response addresses all the key points listed above in sufficient detail providing confidence that the Tenderer will fully address the requirements. |
| **2 - Acceptable** | The Tenderer’s response addresses most of the key points listed above in detail OR the Tenderer has provided all the key points listed above but lacks detail in answering the question fully. |
| **1 - Minor Concerns** | The response addresses some of the key points listed above in detail OR the Tenderer has provided most of the key points listed above but lacks detail. The response does not provide confidence that the Tenderer will address these key aspects of the requirement |
| **0 - Major Concerns** | The Tenderer has failed to address the question, submitted a nil response or any element of the response gives cause for major concern. |

## Please also state, for information only, whether the proposed solution includes an additional option for on-premises Hosting within Institutions.

## **Please note that this question 7.2 is for information only and will not be scored.**

# Project Management of System Implementation (Weighting 7%)

Tenderers shall clearly explain their proposed approach to System Implementation including, without limitation to, the response points below:

* Project management methodology for the implementation of the System, including directly relevant examples from previous VLE Implementations;
* Migration approach;
* Contact and teamwork approach with Institutions including the extent to which the Contractor implementation team will be regularly available on-site;
* Input dependencies on customer Institutions, including resources, to deliver a successful Implementation;
* Specific project plan, with clear milestones, for implementation of the Glasgow School of Art (GSA) scenario from January 2017 to a target “go-live” date of 1 September 2017;
* Key risks, including timescales, and proposed means of mitigation;
* Training channels provided to customer Institution System users including each level of user, administrators to general System Users.

To ensure a like for like evaluation, incumbent suppliers are also required to submit a project plan as if implementing a new system or a major upgrade.

This question will be evaluated and scored using the scoring methodology below.

**Scoring Methodology**

|  |  |
| --- | --- |
| **3 - Good** | The response addresses all the key points listed above in sufficient detail providing confidence that the Tenderer will fully address all implementation requirements stated, and provided a project plan to meet the GSA requirements as specified. |
| **2 - Acceptable** | The response addresses most of the key points listed above in detail OR the Tenderer has provided all the key points listed above but lacks detail in answering the question fully. |
| **1 - Minor Concerns** | The response addresses some of the key points listed above in detail OR the Tenderer has provided most of the key points listed above but lacks detail. The response does not provide confidence that the Tenderer will address the stated key aspects of the requirement |
| **0 - Major Concerns** | The Tenderer has failed to address the question, submitted a nil response or any element of the response gives cause for major concern. |

# Innovation Benefits and Customer Leverage (Weighting 5%)

## Tenderers shall also provide a summary of their full future product solution “road map” including without limitation to:

* Functionality;
* Infrastructure;
* Timelines for delivery of roadmap and explanation of current achievements against the roadmap including percentage completion of delivery against the development plan;
* How the Scottish FE/HE sector would be enabled to exercise effective influence over the future product roadmap;
* The process for requesting future enhancements and relevant clear example(s) of where specific Customer enhancement requests have been implemented.
* Innovation within the “Managed Hosting” technology marketplace, Tenderers shall provide clear examples of how they intend to pass on cost savings to Customers within the Scottish FE/HE sector?

This question will be evaluated and scored using the scoring methodology below.

**Scoring Methodology**

|  |  |
| --- | --- |
| **3 – Good** | The Tenderer has clearly demonstrated that they will strive to continuously improve the service delivery throughout the life of the Framework Agreement, meet user expectations and have a process to allow stakeholders to allow input to future developments.  The response addresses all the key points listed above in sufficient detail providing confidence that the improvements road map identified can be realistically achieved with significant enhancements to the service offered to Institutions at no additional cost. |
| **2 - Acceptable** | The Tenderer has demonstrated how they will strive to continuously improve the service delivery throughout the life of the Framework Agreement.  The response addresses most of the key points listed above in detail  OR  The Tenderer has provided all the key points listed above but lacks detail in answering the question fully.  The response provides some confidence that the improvements identified can be made with some level of outcome/impact and could potentially enhance the service offered to Institution at no additional cost. |
| **1 - Minor Concerns** | The Tenderer has demonstrated that they identify the need for some level of continuous improvement throughout the life of the Framework Agreement.  The response addresses some of the key points listed above in detail  OR  The Tenderer has provided most of the key points listed above but lacks detail. The response does not provide confidence that the improvements identified can be made OR they can be met but with little outcome/impact. |
| **0 - Major Concerns** | The Tenderer has failed to address the question, submitted a nil response  OR any single element of the response gives cause for major concern. |

# Key Personnel (Weighting 2%)

## Framework & Account Management

The Contractor will appoint a dedicated Framework Account Manager who will be responsible for ensuring that the agreed service levels are maintained and will work with an Account Management Team to ensure that a good level of service is consistently provided throughout the duration of the framework.

Please provide details of the Key Personnel who will manage and be responsible for delivering the Specification of Requirements including the proposed Project Manager and the proposed Project Implementation team for the Vanguard Institution.

Your response should include:

Name and contact details of the proposed Framework Agreement Account Manager and Project Implementation team;

* A short CV for each Key Personnel including the Framework Agreement Account Manager and the supporting Account/Project Management Team, detailing relevant qualifications, skills and technical expertise;
* A summary of the proposed team structure clearly detailing individuals’ roles and responsibilities, including the use of subcontractors if applicable;
* An up to date organisation chart clearly showing lines of responsibility, escalation and back up in the event of absence or staff changes,
* A description of the methodology detailing how the proposed team will be organised and deployed to ensure high service delivery;
* A brief summary of how all key personnel will be appropriately trained and developed;
* A methodology for continuity of key personnel to ensure that an equivalent level of service is maintained;
* How effective liaison will be developed and maintained with Institutions throughout the duration of the Framework Agreement.

Your response should also include, a detailed description of how you would deliver services across the Institutions to ensure capacity exists at all times to support their needs.

This question will be evaluated and scored using the scoring methodology below.

**Scoring Methodology**

|  |  |
| --- | --- |
| **3 – Good** | The Tenderer has provided highly suitable Account Manager and Account/Project Management Team to manage and be responsible for delivering the specification of requirements.  The response addresses all the key points listed above in sufficient detail providing confidence that all personnel proposed are highly suitable with a strong level of expertise to be responsive to the needs of the Institutions and fulfil their requirements. |
| **2 – Acceptable** | The Tenderer has provided a suitable Account Manager and Account/Project Management Team to manage and be responsible for delivering the specification of requirements.  The response addresses most of the key points listed above in detail  OR  The Tenderer has provided all the key points listed above but lacks detail in answering the question fully.  The response provides confidence that all key personnel proposed are suitable with sufficient expertise to provide the requirements. |
| **1 - Minor Concerns** | The Tenderer has provided an Account Manager and Account Management Team to manage and be responsible for delivering the specification of requirements.  The response addresses some of the key points listed above in detail  OR  The Tenderer has provided most of the key points listed above but lacks detail.  The response provided does not provide confidence that all key personnel proposed are suitable with sufficient expertise to provide the requirements. |
| **0 - Major Concerns** | The Tenderer has failed to address the question, submitted a nil response or any element of the response gives cause for major concern. |

# Service Performance Management and Escalations (Weighting 5%)

Tenderers shall describe how they will deliver the framework Services to the required performance standards, better or equivalent, including below:

* Performance against standard KPIs provided within Appendix I.
* Provision of a detailed Business Continuity Plan for the provision of the framework clearly identifying the main challenges that could affect the continuity of service. Your response should detail any assumptions and dependencies, expected risks and issues and how these will be mitigated and by whom.
* Your complaints and dispute resolution procedure, this should include detail of timescales and the escalation process.

This question will be evaluated and scored using the scoring methodology below.

**Scoring Methodology**

|  |  |
| --- | --- |
| **3 - Good** | The response addresses all of the key points listed above in sufficient detail providing confidence that the Framework performance requirements will be met. |
| **2 - Acceptable** | The Tenderer has provided all of the key performance requirements listed above but lacks detail in answering the question fully. |
| **1 - Minor Concerns** | The Tenderer has provided most of the key points listed above but lacks detail. The response does not provide confidence that the Framework performance requirements will be adequately managed. |
| **0 - Major Concerns** | The Tenderer has failed to address the question or submitted a nil/blank response or any element of the response gives cause for major concern. |

# Sustainable Procurement (Weighting 1%)

## Sustainable Procurement (Weighting 1%)

The Contractor will be expected to support the Authority’s Sustainable Procurement practice, as detailed in Section 2.

In line with this requirement, please outline your organisation’s approach to Sustainable Procurement.

Your response should also demonstrate how your organisation will ensure compliance with all statutory environmental obligations and effectively manage its environmental impacts during the delivery of this Framework Agreement including:

* Your organisations overall approach to environmental management;
* Your organisations approach specific to sustainable management of Data Centres;

This question will be evaluated and scored using the scoring methodology below.

**Scoring Methodology**

|  |  |
| --- | --- |
| **3 - Good** | The Tenderer’s response is comprehensive, clearly demonstrating a strong commitment in their organisation’s approach to the management of corporate sustainability throughout the life of the Framework Agreement.  The response addresses all the key points listed above in sufficient detail providing confidence that the Tenderer will fully manage its environmental impacts during the delivery of the Framework Agreement. |
| **2 - Acceptable** | The Tenderer has demonstrated a commitment to corporate sustainability throughout the life of the Framework Agreement.  The response addresses most of the key points listed above in detail  OR  The Tenderer has provided all the key points listed above but lacks detail in answering the question fully.  The response provides confidence that the Tenderer will address the sustainability aspects of the requirement. |
| **1 - Minor Concerns** | The Tenderer response shows some level of commitment to corporate sustainability throughout the life of the Framework Agreement  OR  The Tenderer has provided most of the key points listed above but lacks detail.  The response does not provide confidence that the Tenderer will address these key aspects of the requirement |
| **0 - Major Concerns** | The Tenderer has failed to address the question, submitted a nil response or any element of the response gives cause for major concern. |

# Phase Out & Exit Strategy (Weighting 1%)

At the end of each Institution Call-off contract, The Contractor must plan for the possible transition of the Services provision to another provider.

Please provide a detailed Phase-Out Plan & Exit Strategy necessary to be undertaken during the six-month period prior to the date of each Institutional Call-off expiry or date of earlier termination as notified by The Authority. The plan should specify as a minimum:

* Identification of the tasks and timescales for completion;
* Identification of staff involved and roles allocated;
* Method of data migration to a new System;
* Expectation of assistance from the Institutions;
* Level of support to be provided to the Institutions.

This question will be evaluated and scored using the scoring methodology below.

**Scoring Methodology**

|  |  |
| --- | --- |
| **3 - Good** | The Tenderer has provided a detailed Phase–Out Plan and Exit Strategy in relation to the Framework Agreement coming to an end. The response addresses all the key points listed above in sufficient detail providing confidence that the Phase-Out Plan and Exit Strategy will be managed effectively. |
| **2 - Acceptable** | The Tenderer has provided a Phase-Out Plan and exit Strategy in relation to the Framework Agreement coming to an end. The response addresses most of the key points listed above in detail OR the Tenderer has provided all the key points listed above but lacks detail in answering the question fully. The response provides confidence that the Phase-Out Plan and Exit Strategy will be adequately managed. |
| **1 - Minor Concerns** | The Tenderer has provided a basic Phase-Out Plan and Exit Strategy in relation to the Framework Agreement coming to an end.  The response addresses some of the key points listed above in detail OR the Tenderer has provided most of the key points listed above but lacks detail. The response does not provide confidence that the Phase-Out Plan and Exit Strategy will be adequately managed. |
| **0 - Major Concerns** | The Tenderer has failed to address the question or submitted a nil/blank response or any element of the response gives cause for major concern. |

# Form of Tender

## Please confirm that you will be in a position to complete prior to award “Appendix A – Form of Tender” in the Technical Questionnaire in PCS-Tender.

## This information should only be submitted at prior to award. It is for information only and will not be scored.

Please refer to PCS Contract Notice: Additional Information

# Freedom of Information

## Please confirm that you will be in a position to complete (prior to award) “Appendix B – Freedom of Information” (if applicable) in the Technical Questionnaire in PCS-Tender.

## This information should only be submitted if applicable at point of award. It is for information only and will not be scored.

## Please refer to PCS Contract Notice: Additional Information

# Supply Chain Code of Conduct

## Please confirm that you will be in a position to complete (prior to award) “Appendix D – Supply Chain Code of Conduct” in the Technical Questionnaire in PCS-Tender.

## This information should only be submitted prior to award. It is for information only and will not be scored. Please refer to PCS Contract Notice: Additional Information

# Potential Clarification Meetings

Tenderers may be required to attend a clarification meeting on the capability of their solution. No weighting will be applied to any potential on-site meetings.

Commercial Questionnaire

Appendix G - Pricing Schedule in the Commercial Questionnaire on PCS-T relates to the commercial element of the ITT.

The file consists of worksheets which should be completed by the Tenderer, including: Implementation Costs; Recurring Costs; Framework Rate Card.

The maximum marks available for this section of the tender will be 30%. Costs are split into components with points allocated as follows:

20% GSA pricing

10% Sector Rate Card

**Notes on Pricing Submissions**

Pricing must be entered in Appendix F - Pricing Schedule.

Throughout the tender unless otherwise indicated, Tenderers must submit pricing in Sterling (£).

**Scoring Methodology**

The Tenderer submitting the lowest total cost will receive the full marks, with the remaining Tenderers being scored on a pro-rata basis.

Lowest Price/Tender price x Marks Available