

**HERTFORDSHIRE COUNTY COUNCIL  
STRATEGIC PROCUREMENT GROUP**

**THE PROVISION OF A MANAGED INTERNET AND WIDE AREA NETWORK  
INFRASTRUCTURE FOR HERTFORDSHIRE COUNTY COUNCIL**

**CONTRACT REF: HCC0902684**

**VOLUME II – RETURN SCHEDULE GENERAL QUESTIONS**

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**PLEASE REFER TO THE ATTACHED DOCUMENTS AS PART OF THE RETURNS  
SCHEDULE:**

**RETURN SCHEDULE 1 – SCHOOLS REQUIREMENT**

**RETURN SCHEDULE 2 – CORPORATE REQUIREMENT**

**RETURN SCHEDULE 3 – COST SCHEDULE**

## INSTRUCTIONS AND GUIDANCE FOR COMPLETION

Tenderers must complete and submit in its entirety the Return Schedules in accordance with the instructions contained therein. Any tender which does not conform to this instruction and those that follow may be disregarded.

Tenderers must familiarise themselves with the Specification and all the requirements in Volume I. References to paragraph numbers and reproduction of paragraphs in these Return Schedules are given to Tenderers as guidance.

Persons desiring to submit Tenders should read carefully the whole of the annexed Conditions of Contract and no Tender will be considered which in any way attaches modifications to these Conditions or to the Tender Form.

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

The Council will not be responsible for, or pay the expenses or losses, which may be incurred by any tenderer in the preparation of this tender.

Any tenderer requiring clarification of any part of this document should submit their query by utilising the email facility in the Delta-ets – Vault system.

1. Tender Submissions must be fully completed and submitted electronically via **Vault** through BiPs Delta-ets **not later than 12 noon on 17<sup>th</sup> May 2010**.
2. This Contract shall commence on the **25<sup>th</sup> June 2010** and shall continue for a period until the **24<sup>th</sup> June 2016** unless terminated in accordance with the provisions of this Contract or extended at the sole discretion of the Council for one (1) years by giving at least six (6) months' prior notice in writing.
3. Tenderers must ensure that they have read and understood the requirements in Volume I – Contract Document before completing this Volume II - Return Schedules.
4. The Delta-ets system **does not** permit Tenders to be submitted after the closing time and date.
5. No Tender will be considered which is not on the form supplied.
6. The Return Schedules have been designed to enable you to complete them electronically by inserting your responses in the relevant area or boxes. If necessary any attachments can also be uploaded onto the Vault System.
7. Tenderers shall note that the Council will carry out financial appraisals of Tenderers to ensure that they satisfy the Council of their financial viability and are capable of supporting the service or works to be provided. This assessment is conducted using the Experian System. Such review takes into consideration the contract value compared to turnover, profit and loss, assets and liabilities etc to produce an Organisation's overall risk score.

**FORM OF TENDER**

Name of Tenderer: **{Insert Company Name}**

**HERTFORDSHIRE COUNTY COUNCIL  
Strategic Procurement Group  
County Hall, Pegs Lane, Hertford, Herts, SG13 8DQ  
TELEPHONE 01707 292460  
FAX 01992 588416**

**TENDER FORM**

**THE PROVISION OF A MANAGED INTERNET AND WIDE AREA NETWORK  
INFRASTRUCTURE FOR HERTFORDSHIRE COUNTY COUNCIL  
CONTRACT REF: HCC0902684**

For the period from 25<sup>th</sup> June 2010 until 24<sup>th</sup> June 2016 with the option to extend for a further 1 year at the sole discretion of the Council

To THE HERTFORDSHIRE COUNTY COUNCIL (hereinafter called "the Contracting Authority").

I/We the undersigned, hereby offer and agree on the acceptance of this Tender or any part thereof by the Council to supply to the Council in accordance with the terms of this tender and the annexed Conditions of Contract the Services or materials hereinafter in the attached Specification and/or Schedule of Prices named and of the quality or kind and at the rate or Price therein specified.

Signed: **{Insert Electronic Signature Here}** Capacity \_\_\_\_\_

For and on behalf of \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Email address \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

**FORM OF TENDER**

**ACCEPTANCE OF TENDER**

**The Council hereby accept the foregoing Tender for the services and materials as follows:**

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**in the Specification and/or Schedule of Prices attached hereto, in accordance with the annexed Conditions of Contract, and undertake to pay at the rate or Price therein specified for the Services or materials duly supplied.**

**Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_**

\_\_\_\_\_ **Hertfordshire County Council**

\_\_\_\_\_ **Hertfordshire County Council**

## NON-COLLUSIVE TENDERING CERTIFICATE

In this certificate, the word "person" includes any individual, partnership, local authority or incorporated or unincorporated body, and the phrase "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

1. We certify that this tender is made in good faith and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not and we undertake that we will not before the award of the Contract:
  - i) communicate to any person the amount or approximate amount of our tender or proposed tender, except where the disclosure (in confidence) of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;
  - ii) enter into any agreement or arrangement with any person that they shall refrain from tendering, that they shall withdraw any tender once offered or vary the amount of any tender to be submitted;
  - iii) pay, give or offer to pay or give any sum of money or other valuable consideration, directly or indirectly, to any person for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for the Services, any act or thing of the sort described in i) or ii) above.
2. We further certify that the principles described in paragraph 1 have been, or will be, brought to the attention of all sub-contractors, suppliers and associated companies providing services or materials connected with the tender and any contract entered into with such sub-contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.

**Signature(s):**

**{Insert Electronic Signature Here}**

**In the capacity of:**

.....

**Duly authorised to sign Non-Collusive**

**Tendering Certificates for and on behalf of:** .....

**Postal address:**

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**Fax No:** .....

**Tel No:** .....

**Email:** .....

**Dated:** ..... **Day of:** ..... **2010**

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## **AWARD CRITERIA**

Tender bids will be evaluated on the following award criteria:

The basis of the award of any Contract shall be the most advantageous bid that most fully meets the Council's needs including an assessment of the following criteria:

**Price 40%**

**Quality 60%**

The 40% price criteria will be scored under the following headings as detailed within the return and pricing schedule:

8%	Network (Core and site circuits)
8%	Internet and Security/ Filtering
8%	Additional Core services
8%	Service Management and reporting
8%	Optional school based services

=====

**40 %      Total**

The 60% Quality criteria will be allocated under the following headings as detailed within the specification and Returns Schedule:

12%	Network Services
20%	Central Services
4%	Additional Services
8%	Service and Relationship management
16%	Transition

=====

**60 %      Total**

The various sections that make up each heading will have a weighting of 1 - 5 applied to them to reflect their relative importance for evaluation purposes.

All responses to questions will be scored in a range from 1 – 5 (lowest to highest).

- 1 = Unacceptable offering
- 2 = extremely poor
- 3 = Minimal compliance to requirements
- 4 = Complaint
- 5 = Exceeds requirements

The resulting scores for each section will be multiplied by the allocated weighting factor. Weighted section scores will be totalled up and factored in line with the percentage score identified for each heading.

Note: Questions unanswered or answered with insufficient detail / evidence can receive a ZERO score.

### **Please Note**

**Corporate uptake of the services covered in the resultant contract will only take place if what is offered in the resulting contract meets the Councils best value criteria.**

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INFRASTRUCTURE FOR HERTFORDSHIRE COUNTY COUNCIL  
CONTRACT REF: HCC0902684**

**RETURN SCHEDULES – GENERAL QUESTIONS**

The following questions are required as part of your response to this tender.

For the purposes of the evaluation **this section will not be scored**, but the Council does require tenderers to complete all details.

Please complete and return to the Vault Box by the closing date the following attachments:

<b>Return Schedules</b>	<b>–</b>	<b>General Questions</b>
<b>Return Schedule 1</b>	<b>–</b>	<b>Schools Requirements</b>
<b>Return Schedule 2</b>	<b>–</b>	<b>Corporate Requirements</b>
<b>Return Schedule 3</b>	<b>–</b>	<b>Cost Schedule</b>

**1. PROMPT PAYMENT DISCOUNT**

Please state whether discount for prompt payment is offered. The normal payment terms are payment within one month of date of receipt of invoice:

..... for payment within 10 days

..... for payment within ..... days

**2. PRICE ADJUSTMENTS**

Please provide details of the breakdown of costs for use in connection with any price adjustment agreed, in the event of the Contract being renewed for a further period  
Clause 2.2 refers

.....  
.....  
.....  
.....

### 3. PARENT COMPANY GUARANTEE OR PERFORMANCE BOND

Give the cost payable by the Council in respect of a Parent Company Guarantee or Performance Bond.

This bond or guarantee must cover the value of 10% of your quoted Annual Price, (i.e. if the Annual Price of your contract is £10,000 the Council would require the cost of a bond for £1,000) to be kept in force throughout the Contract Period.

#### **Response**

**Please tick as applicable**

Parent Company Guarantee to be provided

☐

Performance Bond to be provided

☐

**Cost £**

### 4. PROBLEM RESOLUTION

In the event the Council is dissatisfied with the Service provided, what procedures are in place to resolve the Council's issues:

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### 5. STAFFING

5.1 Please give details of the person employed by your organisation who will act as the Project Manager for this Contract:

<b>Contact Name:</b>	
<b>Position:</b>	
<b>Contact Details:</b>	

5.2 Please indicate how you would manage liaison and feedback between the Council and your organisation:

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5.3 Please provide details of the back up procedures to come into force when the identified personnel are not able to support the Service:

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**6. QUALITY CONTROL**

6.1 Please give details of your procedures and process for quality control:

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6.2 In order to achieve continuous improvement the successful Contractor will need to measure the success of Contract performance. Please provide how you demonstrate success:

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**7. SUB-CONTRACTING**

7.1 Please state whether your organisation intends to sub-contract any of the work.

☐ **Yes**

☐ **No**

(please ✓ as appropriate)

If **Yes**, please state who the subcontractor(s) will be and which element(s) of the work you will seek permission from the Council to use sub-contractor(s):

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7.2 Please describe how you would supervise the work of sub-contractors and ensure that their work is delivered in accordance with your quality standards:

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**8. COUNCIL TERMS AND CONDITIONS OF CONTRACT**

The terms and conditions included within the tender document are those the Council would wish to use. Please confirm below your organisation's acceptance of the Council's Terms and Conditions of Contract.

☐

**Yes**

☐

**No**

**Please ✓ as appropriate**

If your organisation has answered 'No' to the previous question, please provide details below of any clauses you may wish to discuss further with the Council and your suggested amendments to said clauses.

**TENDERER'S RESPONSE**

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**9. ADDITIONAL INFORMATION**

You may, if you wish, submit additional information that you consider relevant to your tender submission (this may include any additional products and services that may be relevant and of interest to the Council). This may be submitted on separate sheet(s) if appropriate).

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**CONTRACT REF: HCC092684**

**COMPANY DETAILS**

<b>Name of Contact:</b>	
<b>Name of Company:</b>	
<b>Address:</b>	
<b>Telephone:</b>	
<b>Fax No:</b>	
<b>Email:</b>	

<b>Accounts payable to: (if different from above)</b>	
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