

Customer Contact Programme: Invitation to Participate in Dialogue



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1. Executive Summary

The mix of how our customers want to access services is changing. The solutions we are looking to procure will underpin our capability in delivering services to our residents and other customers across multiple channels whilst recognising that a large and growing number of people find it easier and more convenient to access the services they need through digital channels. In parallel with this trend, the financial pressures on all Local Authorities mean that we have to find more efficient ways for customers to access our services.

So our aim is to put in place a platform that will support and enable the efficient and effective access to our services. We aim to encourage high uptake of digital channels by making these the customer's first choice for accessing our services. Of course we also need to ensure that all channels are integrated and accessible so that we deliver an effective customer experience across all the channels our customers use.

Other documents you should refer to are:

- Outline Requirements
- Merton's [customer contact strategy](#).

2. Important Notices

Previous documents and this Invitation to Participate in Dialogue (ITPD) contain details of the procurement process that the Council anticipates following and the various requirements and disclaimers. The Council only wishes to continue the dialogue process with bidders that are agreeable to these arrangements and that can meet the Council's affordability envelope. Bidders will be deemed to have accepted the terms and requirements of the proposed procurement process if they choose to continue to participate in the dialogue process following receipt of this ITPD.

Bidders are advised to study all sections of this ITPD carefully as it contains important information in relation to the process and timetable to be followed and the basis on which the award of a contract may be made. Failure to follow the instructions in this ITPD could mean that an organisation or its submissions are rejected or disqualified. Bidders' attention is particularly drawn to the section on procedural and statutory information.

As indicated in the pre-qualification questionnaire (PQQ), the bidders' attention is drawn to the sections within the procedural and statutory information which relate to bidders' on-going obligations with respect to the basis on which it was selected. In particular if any information supplied in the PQQ responses has changed or changes

in the dialogue or Final Tender stages, bidders are required to notify the Council immediately.

3. Background

3.1. Merton, the organisation

The Council comprises 60 elected Councillors, representing 20 wards and five groups. The current composition of the Council is:

- [Conservative](#) - 21 councillors
- [Independent member](#) - 1 councillors
- [Labour](#) - 28 councillors
- [Liberal Democrat](#) - 2 councillors
- [Merton Coalition](#) - 5 councillors
- [Merton Park Ward Independent Residents](#) - 3 councillors

Full Council usually meets five times a year, and is responsible for agreeing the Council tax and setting the overall direction of the Council.

A cabinet of nine Labour Councillors makes the majority of decisions throughout the year, with Overview and Scrutiny arrangements to hold Cabinet to account.

Regulatory committees are appointed by Council and carry out planning and licensing functions.

The Council had a net revenue budget of £151m in 2012/13 with around 45% of this being spent on social care.

4,081 FTE or 5,513 headcount (as at Jan '13) employees provide a range of public services, from street cleaners and town planners to teachers and social workers, who work in the four departments, including Merton's schools:

- Children, Schools and Families (CSF)
- Environment and Regeneration (E&R)
- Community and Housing (C&H)
- Corporate Services (CS) – where Business Improvement and Customer Services sit

3.2. Merton, the place

Merton is an outer London borough, situated to the south-west of the capital. It is suburban in nature, with many residents commuting into and out of the borough to work. Sixty-seven per cent of residents work outside the borough, one of the highest

figures in London. It has a population of 199,693 (2011 Census), and the population is younger than the national average with a median average age of 34.

According to the Office for National Statistics, in 2009 around 80% of households in London had home internet access with over 75% of the same population accessing the web in the last 3 months. This usage figure varies from 96% accessing the web in the last 3 months for the 16-24 age group down to 30% of the over 65s. Seventy-three per cent of the population accesses the web every day.

Broadband coverage in Merton is widespread. In 2009, 40% of the population were able to access the internet via a mobile phone or other portable connection. Eighty per cent of the UK population owned a mobile phone in 2008 and 81% of the population in London currently have access to digital TV channels.

Statistics indicate that in the highest income decile group, 98% of households owned a home computer and 96% had an Internet connection in 2008. This compares with 33% of households in the lowest income decile group who owned a home computer and 26% who had an Internet connection. Whilst it is difficult to find specific figures for the availability of communications technologies in Merton, a survey of 380 visitors to the Link in 2010 showed that 52% of Merton residents using the Link had internet access.

A defining characteristic of the borough is the disparity between the more prosperous west and the poorer, more deprived east of the borough. This presents particular challenges for the local area and the delivery of this strategy will seek to provide a range of choices of access designed to ensure that no individual, group or community is disadvantaged through lack of access to the services that are needed.

Further details are included within the Council's Business Plan:

www.merton.gov.uk/businessplan

4. The Contract

The Council wishes to procure a contract for the delivery, installation (where appropriate), commissioning and configuration of an enterprise electronic service delivery platform and implementation support services to assist with delivery of the Council's [customer contact strategy](#).

We are seeking a supplier who understands and can contribute to our progressive business vision through identifying and commissioning cost effective, innovative solutions and services.

The enterprise electronic service delivery platform will comprise a mix of existing components and new components to be supplied as part of this procurement. The successful supplier will need to work with the Council and existing suppliers to

develop, implement, manage and support the platform as a whole. Over the period of the contract existing components may need to be refreshed or replaced.

As such the Council requires a loosely coupled architecture to facilitate the evolution of the platform. The Council is keen to stay aligned with relevant (emerging) standards and initiatives from Her Majesty's Government especially with regard to identity assurance (<http://www.publications.cabinetoffice.gov.uk/la-ida-review/>)

For the purposes of this procurement, the traditional government based definition of electronic service delivery is implied. This is the provision of government services to the customer through the internet or other electronic means. This can either be through direct provision to the customer (self-service) or mediation where a member of staff acts on behalf of the customer. There is an implied requirement that, where possible, electronic service delivery is automated and therefore the integration of specific IT systems is a key aspect of the programme.

5. Contract and Operating Model

The Council are intending to develop and refine the scope and nature of the contract through the competitive dialogue process. Due to the range of options for the delivery of this service, the Council will look for Bidders to bring forward and develop appropriate solutions to meet its needs and requirements within the scope of this notice through the competitive dialogue process. Dialogue will be used to shape the scope and services solution not to develop a contract document.

The provider will be expected to be flexible and be capable of responding to the changing environment and requirements of the Council to ensure the delivery of excellent services to customers.

A key principle of the contract will be monitoring the performance of the provider. A payment mechanism will be developed which will identify minimum acceptable levels for service delivery and a plan for improvement of those services over the duration of the contact.

6. Outline of the procurement process

The Council will procure its new partnership through the Competitive Dialogue Procedure under Regulation 18 of the Public Contracts Regulations 2006 (as amended). The procurement stage began with the publication of an OJEU Notice dispatched by the Council on 18th July 2013 (reference 2013/S 140-244037). This procedure is being used to ensure that the Council and potential partners can work jointly to shape the chosen solution.

6.1. Council needs and requirements

This ITPD specifies in section four the needs and requirements of the Council taken together with the Outline Requirement document that will be issued by the Council.

These should be read in conjunction with the information provided in the OJEU Notice and Memorandum of Information issued 18th July 2013. Where there is any conflict between those documents and this, the ITPD documentation and the detailed specifications shall take precedence. The purpose of the dialogue stage is to initiate and develop dialogue with bidders with a view to identifying the Most Economically Advantageous Tender (MEAT) which best meets the Council's needs and requirements. Dialogue will continue with bidders until the Council declares by notice to the bidders that it has been concluded.

This section sets out a summary of the remainder of the Competitive Dialogue Procedure. The summary and timetable is presented to ensure bidders are fully aware of the expectations the Council is placing upon them. Bidders should note, however, that the process and timetable is provided as a guide and whilst the Council does not currently intend to depart from these, they reserve the right to do so at any time. In particular the Council may alter the phasing proposed if it becomes appropriate to do so having received submissions at any stage.

The remaining key stages of the procurement process are set out below. The Council reserves the right to terminate, amend or vary the procurement process in writing.

6.2. Pre-qualification

Interested parties were provided with the PQQ. The PQQ sought responses from interested parties on their technical capacity or professional ability and their economic and financial standing.

31 parties submitted a response to the PQQ; the Council evaluated the PQQ responses and selected the 5 bidders as being the highest ranking qualified candidates. This ITPD is only being issued to those bidders.

6.3. Stage 1 – Invitation to Submit Outline Solutions (ISOS) phase

The Council will circulate a programme of the meetings it intends to hold with bidders at this stage. The Council may supplement these if it considers that it would be beneficial in understanding bidders' proposals before moving to the next phase of dialogue. The Council may also require the submission of supplementary information from all or particular bidders during this or any phase.

During this initial stage the Council wishes to develop, compare and evaluate particular aspects of the bidders' proposed solutions against its needs and requirements. In order to enable the Council to do this bidders are required to submit their outline solutions in accordance with the instructions and requirements set out within the ISOS response document.

Please return your ISOS submissions by no later than: 20th December 2013

The Council may in its absolute discretion extend the deadline for receipt of submissions and will notify bidders if this is the case.

Clarification questions should be received no later than 17:00 on 13th December 2013 and should be submitted via the messaging facility within the London Tenders Portal. The Council will respond to all reasonable queries as soon as possible. The Council reserves the right to issue the response to any query to all bidders. If a bidder wishes the Council to treat a query as confidential and not issue the response to all bidders, it must state this when submitting the query. If, in the opinion of the Council, the query is not confidential, the Council will inform the bidder and it will have an opportunity to withdraw it. If the query is not withdrawn, the response will be issued to all bidders.

There will be a formal evaluation of the ISOS submissions. It is anticipated (and the Council reserves the right) that the number of solutions (and therefore bidders) may reduce at the end of this phase as a result of the evaluation of the outline solutions submissions against the applicable award criteria (See Section 8 - Evaluation). The Council anticipate that this may result in the three (3) top ranking bidders being taken through to the next stage.

6.4. Stage 2 – Invitation to submit detailed solutions (ISDS) phase

It is anticipated that following the ISOS phase the remaining bidders will be required to develop in more detail their solutions and proposals for the project. The dialogue will focus on detailed discussions to enable the Council to fully understand bidders' positions and solutions. It is proposed that the detailed contract terms will be released for comment at this stage. The bidders should continue to work on elements of their solution, building on the discussions and negotiations held throughout the procurement process so far, to inform their preparation of their detailed solution submissions and ultimately the Final Tender.

The Council will have a period of dialogue with each of the bidders submitting a response. Bidders need to ensure they have appropriate legal, technical and financial support available during this phase of the procurement and maintain continuity of these personnel throughout the process.

The dialogue will include a series of meetings with each Bidder to discuss particular aspects of the ITPD documentation in meetings to address:

- commercial and financial issues;
- added value – environmental sustainability, growth and innovation
- commercial and legal issues; and
- technical and service delivery issues

All bidders will be given the opportunity for equal contact time with the Council.

During the dialogue phases, the Council will seek to identify one or more solutions which it considers will meet its needs. The process may include the submission of further written proposals, presentations, interviews and site visits. More details with regard to the detailed solution submission requirements will be provided at this

stage. It is anticipated that there will be a formal evaluation of the ISDS submissions. As a result it is anticipated (and the Council reserves the right) that the number of solutions (and therefore bidders) may reduce at the end of this phase as a result of the evaluation of the ISDS submissions against the applicable award criteria (See Evaluation). The Council anticipate that this may result in the three (3) top ranking Bidders being taken through to the next stage.

It is expected that the end of the ISDS phase will represent the conclusion of Dialogue. The ISDS phase will therefore continue until the Council is satisfied that those bidders remaining at the end of the ITPD phase are in a position to submit fully developed Final Tenders which include all elements required and necessary for the project. At this point, the Council will formally declare that Dialogue has been concluded.

6.5. Stage 3 - Preparation and submission of Final Tenders

Once the Council has identified the solution or solutions which it considers will meet its requirements in accordance with the evaluation criteria and methodology set out in Section 8 of this ITPD, it will call for Final Tenders from those Bidders still in the competition Final Tender. Details of the procedure the Council will adopt in conducting the Final Tender process will be set out in the call for final tenders (CFT) that will be sent to the remaining Bidders.

Final Tenders must be complete and include all elements required and necessary for the project.

Bidders should note that there will be no opportunity for bidders to change the content of the contractual documents or raise any material issues after submission other than as stated in Stage 4 and 5.

6.6. Stage 4 – Clarification and evaluation of Final Tenders

Following submission of Final Tenders, the Council will ensure they have a clear understanding of the terms of all Final Tenders. Any necessary clarification and fine tuning of Final Tenders will be carried out with bidders prior to the completion of the Final Tender evaluation process.

Following submission of Final Tenders the Council may request a bidder to clarify, specify or fine tune its tender, but this must not involve modifying substantial aspects of the tender, or the CFT that may distort competition or have a discriminatory effect.

Final Tenders will be evaluated against the evaluation criteria and methodology as set out in this ITPD with the outcome that a bidder will be identified to go forward to the final phase of the procurement process prior to contract award (the "Preferred Bidder").

6.7. Stage 5 - Appointment of Preferred Bidder

During this stage, the Council will finalise any outstanding issues with the Preferred Bidder which it has not been possible to resolve at an earlier stage in the process.

This is referred to as “clarification or confirming commitments”. Again, under the rules governing the procurement procedure, this process must not involve modifying substantial aspects of the Preferred Bidder’s Final Tender or distort competition or have a discriminatory effect.

6.8. Stage 6 - Contract award

The contract award is subject to the formal approval process of the Council. Until all necessary approvals are obtained and the standstill period completed no contractual documentation will be entered into.

Once the Council has reached a decision concerning the contract award, it will notify all tenderers of that decision and provide for a standstill period of ten (10) calendar days before entering into any Agreement(s).

6.9. Explanation of the use of consolidation documents

During the dialogue stages the Council may require bidders to submit interim position statements (consolidation documents). The details to be included in a consolidation document will be notified to bidders at the time they are requested.

A consolidation document is intended to draw together the various discussions and negotiations which may have taken place to the date they are provided in order to:

- assist the bidders in the progress and preparation of their submissions; and/or
- to assist the Council in testing readiness to close the dialogue phase and invite Final Tenders;

Consolidation documents will not be evaluated for the purpose of de-selection.

Before the Council closes the dialogue it will need to be satisfied that each bidder is capable of submitting a Final Tender which will meet its overall needs and requirements. All issues which impact on price and/or risk must have been fully addressed by this stage.

It is the intention that the bidders ISOS and ISDS submissions will be updated and developed by using the consolidation documents.

It is not expected that the consolidated documents will have been fully developed into the form of the Final Tenders when they are first submitted by a bidder. Their principal purpose is to enable the Council and the bidder to monitor the bidder's progress in developing and finalising its position for the Final Tender, in particular to ensure that all issues which go to price and/or risk have been identified and concluded before the close of dialogue. Prior to the close of dialogue, bidders may be required to submit further iterations of the consolidated documents in order to demonstrate that all outstanding issues have been fully closed down and documented where appropriate.

7. Procurement Timetable

Date or Target Date	Activity
18 th July 2013	Contract Notice published with PQQ and Mol made available to potential suppliers.
26 th August 2013	PQQ return date.
23 rd October 2013	Invitation to Participate in Dialogue issued to shortlisted providers.
23 rd October 2013	Invitation to Submit Outline Solutions
20 th December 2013	Invitation to Submit Outline Solutions return date
February 2014	Invitation to Submit Detailed Solutions
April 2014	Invitation to Submit Detailed Solutions return date
May 2014	Call for Final Tenders
June 2014	Call for Final Tenders return date
July 2014	Preferred bidder announced.
July 2014	Contract Award.

The dates indicated above may be subject to change at the Council's discretion.

8. Evaluation

8.1. General

The contract will be awarded under the Competitive Dialogue Procedure of the Public Contracts Regulations 2006, and the Council, in accordance with those regulations, intends to award the contract to the bidder offering the most economically advantageous Final Tender assessed against the evaluation criteria.

The Council shall consider the solution or solutions submitted by each bidder in the course of the dialogue and may compare any or all of the solutions provided by one bidder with any or all of the solutions provided by other bidders. Bidders must submit responses in accordance with the requirements set out in this ITPD to ensure the Council has the correct information to make the evaluation.

The evaluation criteria will be used to evaluate the solutions submitted at each stage of the dialogue and the Final Tender. The submissions for all bidders will be scored against the evaluation criteria detailed in section 8.2 and the bidder ranked in numerical order against their score. The Council intends to invite a number of the highest ranking bidders (proposed 5 at ISOS, 3 at ISDS) to continue to participate in the procurement process.

Prior to evaluating submissions the Council will undertake an initial review to confirm completeness and compliance and may, at its discretion, reject a submission which is incomplete and/or non-compliant.

8.2. Evaluation Criteria

The award criteria layout is set out below:

Provision	Weighting
Total Cost of Service	40%
Quality	60%
TOTAL	100%

Tier 1	Tier 2		Tier 3		ISOS Questions	Word Count
	Outline requirements Reference	% Weighting	Outline requirements Reference	% Weighting		
Quality 60%	System Implementation - The participant approach to the implementation of their solution, including project/programme management approaches and timescale for delivery	15%			Please outline your approach to the implementation of your solution, including project/programme management, risk management, change control and timescales for delivery?	2000
	System Capability - As defined within High Level Specification and Functional Checklist (to be published as ISDS)	30%	1	Overarching requirements, as described in Section 1 of the High Level Specification, additional detail will be provided in a functional checklist at the Invitation to Submit Detailed Solutions (ISDS) stage	Please outline your approach to delivering the requirements set out in section 1 of the outline requirements? Within your response please ensure you address all the requirements detailed in this section: -Confidentiality and Data Security -Customer Access Channels -Approach to existing components	2000

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	2	e-Service Delivery - as described in Section 2 of the High Level Specification, additional detail will be provided in a functional checklist at the ISDS stage	4%	<p>Please outline your approach to delivering the requirements set out in section 2 of the outline requirements?</p> <p>Within your response please ensure you address all the requirements detailed in this section:</p> <ul style="list-style-type: none"> -Registration, verification and authentication -Customer portal -Customer account -Content Management System (CMS) Electronic Forms (eForms) -email 	2000
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	3	<p>Customer Management - as described in Section 3 of the High Level Specification, additional detail will be provided in a functional checklist at the ISDS stage</p>	5%	<p>Please outline your approach to delivering the requirements set out in section 3 of the outline requirements? Within your response please ensure you address all the requirements detailed in this section:</p> <ul style="list-style-type: none"> -Customer Relationship Management (CRM) -Unique Transaction Reference Number Generator -Customer Reporting -Customer Performance Management -Master data - customers -Master Data - addresses 	2000
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	4	<p>Corporate Systems - as described in Section 4 of the High Level Specification, additional detail will be provided in a functional checklist at the ISDS stage</p>	5%	<p>Please outline your approach to delivering the requirements set out in section 4 of the outline requirements? Within your response please ensure you address all the requirements detailed in this section: -Mapping/geographic information system (GIS) -e-bookings -e-payments -Telephony -Interactive Voice Response (IVR) -Simple Text Messaging</p>	2000
	5	<p>Systems Integration - as described in Section 5 of the High Level Specification, additional detail will be provided in a functional checklist at the ISDS stage</p>	5%	<p>Please outline your approach to delivering the requirements set out in section 5 of the outline requirements? Within your response please ensure you address all the requirements detailed in this section: -Integration with Line of Business including Middleware and Middleware and Extract, transform and load (ETL) services -Data Warehouse</p>	2000

			6	Document Management - as described in Section 6 of the High Level Specification, additional detail will be provided in a functional checklist at the ISDS stage	5%	Please outline your approach to delivering the requirements set out in section 6 of the outline requirements? Within your response please ensure you address all the requirements detailed in this section: -Electronic Document and Record Management System (EDRMS) -Scanning Business Process Management (BPM) and Enterprise Workflow	2000
			7	Mobile working - as described in Section 7 of the High Level Specification, additional detail will be provided in a functional checklist at the ISDS stage	4%	Please outline your approach to delivering the requirements set out in section 7 of the outline requirements?	2000
	System Support Post Implementation - The participants approach to the on-going delivery of their solution post implementation, including services levels and product development	10%		Systems support - to include training, documentation, interfaces, workflows etc. for new and changes to existing systems		Please outline your approach to system management including your approach to on-going delivery of your solution, service, product development and upgrades?	2000

Price	40%	Legal and Commercial - the degree and extent to which the Bidder accepts the contract terms and risk allocation put forward by the Council; the quality and robustness of the Bidder's proposals in respect of management and governance; the level of clarity given, and the reasonableness of assumptions made by, the Bidder in its bid (whether financial or otherwise), to the extent not elsewhere assessed; the nature and robustness of the financial and commercial arrangements proposed by the Bidder (including any guarantee arrangements where applicable) to the extent not elsewhere assessed the internal consistency of the bidder's bid proposals.	5%		Please outline your approach in respect of management and governance? Please provide a consolidated list of assumptions (whether financial or otherwise) in regards to your outline solution?	2000
Price	40%	Affordability - ISOS only	40%		Please confirm your solution can be delivered within the affordability envelope of £2 million	n/a
		Set up Costs - ISDS and	ZZ		Detailed requirements will be	

	CFT only	%				provided within the Financial Model
	On-going Costs - ISDS and CFT only	YY %				Detailed requirements will be provided within the Financial Model
						Total Word Count
						20,000

8.3. Worked Example

Weightings %	ISOS Questions	Worked Example									
		Scored out of 5					Weighted Scores				
		Bidder A	Bidder B	Bidder C	Bidder D	Bidder E	Bidder A	Bidder B	Bidder C	Bidder D	Bidder E
15%	Please outline your approach to the implementation of your solution, including project/programme management, risk management, change control and timescales for delivery?	5	2	2	3	4	15	6	6	9	12
2%	Please outline your approach to delivering the requirements set out in section 1 of the outline requirements? Within your response please ensure you address all the requirements detailed in this section: -Confidentiality and Data	3	3	1	1	3	1.2	1.2	0.4	0.4	1.2

Weightings %	ISOS Questions	Worked Example																		
		Scored out of 5					Weighted Scores													
		Bidder A	Bidder B	Bidder C	Bidder D	Bidder E	Bidder A	Bidder B	Bidder C	Bidder D	Bidder E									
	Security -Customer Access Channels -Approach to existing components																			
4%	Please outline your approach to delivering the requirements set out in section 2 of the outline requirements? Within your response please ensure you address all the requirements detailed in this section: -Registration, verification and Customer portal -Customer account -Content Management System (CMS) -Electronic Forms (eForms) -eMail	3	2	2	4	3	2.4	1.6	1.6	3.2	2.4	1.6	1.6	3.2	2.4	1.6	1.6	3.2	2.4	2.4
5%	Please outline your approach to delivering the requirements set out in section 3 of the outline	5	2	1	2	3	5	2	1	2	5	2	1	2	5	2	1	2	3	3

Weightings %	ISOS Questions	Worked Example																			
		Scored out of 5					Weighted Scores														
		Bidder A	Bidder B	Bidder C	Bidder D	Bidder E	Bidder A	Bidder B	Bidder C	Bidder D	Bidder E										
	<p>requirements? Within your response please ensure you address all the requirements detailed in this section:</p> <ul style="list-style-type: none"> -Customer Relationship Management (CRM) -Unique Transaction Reference Number Generator -Customer Reporting -Customer Performance Management -Master data - customers -Master Data - addresses 																				
5%	<p>Please outline your approach to delivering the requirements set out in section 4 of the outline requirements? Within your response please ensure you address all the requirements detailed in this section:</p> <ul style="list-style-type: none"> -Mapping/geographic information system (GIS) -e-bookings -e-payments -Telephony 	3	2	2	1	3	3	2	2	1	3	2	2	1	3						

Weightings %	ISOS Questions	Worked Example									
		Scored out of 5					Weighted Scores				
		Bidder A	Bidder B	Bidder C	Bidder D	Bidder E	Bidder A	Bidder B	Bidder C	Bidder D	Bidder E
5%	<ul style="list-style-type: none"> -Interactive Voice Response (IVR) -Simple Text Messaging <p>Please outline your approach to delivering the requirements set out in section 5 of the outline requirements? Within your response please ensure you address all the requirements detailed in this section:</p> <ul style="list-style-type: none"> -Integration with Line of Business including Middleware and ETL services. -Data Warehouse 	4	2	1	3	3	4	2	1	3	3
5%	<p>Please outline your approach to delivering the requirements set out in section 6 of the outline requirements? Within your response please ensure you address all the requirements detailed in this section:</p> <ul style="list-style-type: none"> -Electronic Document and Record Management System (EDRMS) -Scanning 	4	2	2	3	3	4	2	2	3	3

Weightings %	ISOS Questions	Worked Example																		
		Scored out of 5					Weighted Scores													
		Bidder A	Bidder B	Bidder C	Bidder D	Bidder E	Bidder A	Bidder B	Bidder C	Bidder D	Bidder E									
	-Business Process Management (BPM) and Enterprise Workflow																			
4%	Please outline your approach to delivering the requirements set out in section 7 of the outline requirements?	4	2	1	3	3	3.2	1.6	0.8	2.4	2.4	2.4	6	6						
10%	Please outline your approach to system management including your approach to on-going delivery of your solution, service, product development and upgrades?	4	2	2	3	3	8	4	4	6	6	6	6							

Worked Example														
Weightings %	ISOS Questions	Scored out of 5					Weighted Scores							
		Bidder A	Bidder B	Bidder C	Bidder D	Bidder E	Bidder A	Bidder B	Bidder C	Bidder D	Bidder E			
5%	Please outline your approach in respect of management and governance? Please provide a consolidated list of assumptions (whether financial or otherwise) in regards to your outline solution?	4	2	1	3	3	4	2	1	3	3			
40%	Please confirm your solution can be delivered within the affordability envelope of £2 million	Yes	Yes	No	Yes	Yes	40	40	0	40	40			
							Total Scores (out of 100)	89.8	64.4	19.8	73	79		

A rating of 0-5 is used for evaluating each tender submission. Panel members were required to score each tenderer's response to the qualitative criteria. The rating scale and a description for the range of scores are shown below.

The rating scale used to score is as follows:

Score	Description
0	Very poor: Does not address criteria/question
1	Poor: Unsatisfactory response, suggesting the bidder would have serious difficulties delivering the required outputs and/or the bidder has not suggested any viable solutions to meet the Council's needs and requirements.
2	Average: Response indicates that the bidder would meet only the Council's basic needs and requirements. Considerable work would be needed with the bidder to expand on the bidder's solutions to meet all the Council's needs and requirements.
3	Good: Acceptable response indicating that the bidder would be likely to meet some of the Council's needs and requirements but further work would be required to ensure that all the solutions are met consistently.
4	Very Good: Good response clearly indicating that the bidder has understood the Council's needs and requirements. Small amount of further work may be required in some areas.
5	Outstanding: Response indicating that the bidder has a wholly comprehensive understanding of the Council's needs and requirements and can deliver all the solutions that are required.

Each scoring question will be independently evaluated by a minimum of two members of the Council team. Once individual evaluation in complete evaluators will work together to agree a moderated score. If for any reasons moderators are unable to agree on a moderated score, this will be escalated with the question moderated the Project's Procurement Working Group. All final moderated scores will be signed off by the Programme Board as part of the evaluation report.

8.4. Legal Documentation

The legal documentation will be issued during the ISDS phase and the Council will be looking to see if the bidder has accepted the proposals on the key terms of the legal documentation.

9. Financial Information

9.1. Affordability

Submissions need to match the Council's affordability envelope going forward details of which are provided in the ISOS. Any submissions that are not within the Council's affordability envelope at ISOS stage will not be taken forward to the next stage of the process.

The Council, in common with all public sector bodies, faces significant financial challenges in the coming years. Reductions in Government grants, coupled with our changing demographics, are placing particular pressure on budgets.

Bidders are reminded that the Council's budget and medium term financial strategy are published on the Council's website.

9.2. Third Party Income

Within submissions Bidders must state assumptions on third party income in relation to the contract and include a profile

9.3. Financial Model Compliance

It will be the responsibility of the bidder to ensure that any financial model submitted through the Competitive Dialogue is in compliance with UK GAAP, UK tax legislation and spread sheet modelling best practice.

9.4. Model Sensitivities

Any financial model should be capable of running sensitivities to changes in key model inputs and variables to a minimum of:

- Interest rates
- Inflation
- Discount rates
- Variation in pension bond
- Variations in staff numbers

9.5. Parent Company Guarantees

The Council has qualified the bidders on the assumption that, where the bidder is a subsidiary operating company, it will be guaranteed by the parent company. As a result, bidders should note that the Council will require each bidder to confirm the identity of the guarantor of its obligations under any Agreement(s) and prior to the award of any contract will be required to provide such a guarantee. This guarantor should be the ultimate parent company of the bidder. In the case of consortia, the Council will require confirmation that the consortium will provide either a parent company from the lead consortium member or an equivalent level of security.

The form of the parent company guarantee will be included in the ISDS documentation and bidders will be required to confirm their acceptance to the terms of such documentation.

10. Procedural and Statutory Information

10.1. English Law

This ITPD and any disputes concerning to it (including non-contractual disputes or claims) shall be governed by English law and subject to the jurisdiction of the English courts.

The contract will be governed by and constituted in accordance with the law of England and Wales and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

10.2. Continuation of PQQ Requirements

Bidders are reminded of the general legal notices issued with the memorandum of information (MoI) and PQQ and that these provisions continue to apply during the procurement process unless superseded by any instructions or guidance issued in this document for later formally issued by the Council.

Bidders are reminded that the Council reserves the right to return to any matters raised as part of the selection process and in the PQQ in particular where circumstances have changed in some material respect. The Council will wish to be satisfied that any statement made in the PQQ remains true and accurate in all material respects. For this reason, in addition to the general requirement to notify of changes at any time, bidders must confirm at the time of each submission and at the submission of Final Tenders of any material changes in relation to matters considered as part of the selection process.

10.3. Confidentiality and Freedom of Information Act 2000

The Solution and Declaration and if applicable Method Statements and the documentation issued by the LBM to the Bidder relating to the this ITPD and Services shall be treated by the Bidder as being private and confidential for use only in connection with the Competitive Dialogue Procedure and any resulting contract and shall not be disclosed in whole or in part to any third party without the prior written consent of the LBM.

The Contract and all copies are and shall remain the property of the LBM and must not be copied or reproduced in whole or in part, save for the Contractor's own purposes in supplying, delivering and (if applicable installing) the required Goods and/or supplying the required Services, and must be returned to the LBM on demand.

Attention is drawn to the provisions of the Freedom of Information Act 2000. The Act requires greater access for the public to information currently considered as confidential. A draft code of practice issued by the Information Commissioner states that "public authorities should not agree to hold information in confidence which is in fact not confidential in nature....any acceptance of confidentiality must be for good

reasons and capable of being justified to the commissioner” . The Act places a duty on public bodies to adopt publication schemes

10.4. Conflict of Interest

The Council requires all actual or potential conflicts of interest (including in particular those arising where a member of its supply chain or adviser put forward by one bidder is the same firm or company or is a member of the same group of companies as that put forward by another bidder or is working for the Council on this or similar schemes) to be resolved to the Council’s satisfaction prior to the delivery of the bidders’ bids in response to this ISDS. Bidders are responsible for ensuring no conflicts of interest exist between the Bidder and their advisors and the Council and its advisors. Any Bidder who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Council.

10.5. Non-collusion

Any attempt by a Bidder or their advisors to:

- Fix or adjust the amount of his solution by or in accordance with any agreement or arrangement with any other bidder (other than a member of its own consortium); or
- Influence the contract award process in any way; or
- Enter into any agreement or arrangement with any other bidder that he shall refrain from making a solution or as to the amount of any solution to be submitted; or
- Cause or induce any person to enter such agreement or informs the bidder of the amount or approximate amount of any rival solution for the project; or
- Offer or agree to pay or give or pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other solution or proposed solution for the works any act or omission; or
- Communicate to any person other than the Council the amount or approximate amount of his proposed solution (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the solution (for example, for insurance, a contract guarantee bond or performance bond),

May result in disqualification (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability that such conduct by a bidder may attract).

Please refer to Appendix 1 – Non Collusive Tendering Declaration for completion with your submission.

10.6. Canvassing

Any bidder who, in connection with this project:

- Offers any inducement, fee or reward to any member or officer of the Council or any person acting as an advisor for the Council in connection with the project; or
- Does anything which would constitute a breach of the Bribery Act 2010 or under Section 117 of the Local Government Act 1972; or
- Contacts any officer of the Council prior to the contract being awarded about any aspect of the project in a manner not permitted by this ITPD (including without limitation a contact for the purposes of discussing the possible transfer to the employment of the bidder of such officer for the purpose of the project),

may be disqualified (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a bidder may attract).

10.7. Copyright

The copyright in this ITPD and associated documents is vested in the Council and may not be reproduced, copied or stored in any medium without the prior written consent of the Council except in relation to the preparation of a Solution. All documentation supplied by the Council in relation to this ITPD and the Associated Documents is and shall remain the property of the Council and must be returned on demand, without any copies being retained.

The Council reserves the right to require the assignment or grant of a royalty free non-exclusive licence of all intellectual property relating to or in connection with any Solution resulting in the award of the Contract.

10.8. Publicity

Bidders shall not undertake (or permit to be undertaken) at any time, whether at this stage or after any contract award, any publicity activity with any section of the media in relation to this project other than with the prior written agreement of the Council. Such agreement shall extend to the content of any publicity. In this clause the word 'media' includes (but is not limited to) radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media.

Bidders are reminded that the Council has obtained the Bidders' consent to publishing their identities in any manner notified to them from time to time during the Competitive Dialogue Procedure.

10.9. Vires

The Council believes that it has the appropriate powers to enter into a strategic partnership and if necessary a certificate as required by the Local Authority (Contracts) Act 1997 will be issued.

10.10. Council's Rights

The issue of this ITPD in no way commits the Council to award any contract pursuant to the bidding process. The Council is not bound to accept the lowest or any solution and reserves the right to accept any solution either in whole or in part or parts. Nothing in this ITPD shall oblige the Council to award a contract and the Council shall be able in its sole discretion to withdraw from Competitive Dialogue or negotiations at any stage. The Council reserves the right to:

- Subject to relevant legislation, at any time to reject any solution and/or to terminate discussions and Dialogue or negotiations with any one or more bidders;
- Disqualify any bidder who makes material changes to any aspect of either their PQQ submission or solution unless substantial justification can be provided to the satisfaction of the Council;
- Disqualify any Bidder that does not submit a response in accordance with the instructions in this ITPD;
- Withdraw this ITPD at any time, or to re-invite responses on the same or any alternative basis;
- Choose not to award any contract as a result of the current procurement process; and
- Make whatever changes it sees fit to the timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

10.11. Accuracy and Liability

The information has been prepared by the Council in good faith but does not purport to be comprehensive or to have been independently verified. Bidders should not rely on the information and should carry out their own due diligence checks and verify the accuracy of the information. Nothing in this ITPD is or shall be a promise or representation as to the future.

Bidders considering entering into a contractual relationship with the Council should make their own enquiries and investigations of the Council's requirements beforehand. The subject matter of this ITPD shall only have contractual effect when it is contained in the express terms of an executed contract.

None of the Council's members, directors, officers, employees, agents or advisors make any representation or warranty as to, or accept any liability or responsibility in relation to, the adequacy, accuracy, reasonableness or completeness of the information or any part of it (including but not limited to loss or damage arising as a

result of reliance by the bidder on the information or any part of it) other than in respect of fraudulent misrepresentation.

The invitation by the Council to a bidder to submit a solution does not mean that the bidder has satisfied the Council regarding any matter raised during pre-qualification, and the Council makes no representations or warranties regarding the bidder's financial status or stability, technical competence or ability in any way to carry out the project.

10.12. Consortia

The membership of any consortia, and the principal relationships between the members, may be changed in relation to this bid submission only with the prior consent of the Council, and subject to any replacement member being satisfactorily pre-qualified by the Council. The Council reserves the right to take this into account when determining whether or not to continue with the evaluation of a bid, and whether or not to enter into a contract with a consortia, where there has been a change in the control of the consortia or any of its members (direct or indirect) or a change in the principal relationships between the members.

For expressions of interest, responses and Final Tenders, the Council has drawn a distinction between prime and subcontracting arrangements and consortium arrangements. The Council recognises these terms are often used interchangeably by some Bidders and wishes Bidders to apply the following common terminology to company groupings in the future.

Where groups of companies come together specifically for the purpose of bidding for appointment as the service provider and envisage they will establish a special purpose vehicle as the prime contracting party with the Council, the Council will characterise these arrangements as consortium arrangements.

Where groups of companies come together specifically for the purpose of bidding for appointment as the service provider, but envisage that one of their number will be the service provider, the remaining members of that group will be subcontractors to the service provider.

The Council requires all Bidders (if they have not done so already) to identify which of these two arrangements apply in the case of their proposal and precisely which entity they propose to be the service provider.

The Council also recognises that Bidders may wish to extend or modify their groupings of subcontractors or consortium members to meet the existing and future requirements of the Council. To ensure all Bidders are treated in a transparent and non-discriminatory manner, the Council would like to give the guidance set out below.

Bidders should note that the principles set out below are provided only for guidance and do not constitute a definitive or exhaustive view of the approach the Council will

take in any individual circumstances. Bidders should notify the Council of any proposed changes to the identity of consortia or subcontractors.

The guidance is as follows:

- where an organisation has identified itself as a Bidder, the withdrawal of that organisation in favour of another member of that organisation's group of subcontractors or otherwise will be treated as the withdrawal of the Bidder itself and will result in the disqualification of the Bidder (and so its subcontractors);
- where an organisation has identified itself as a Bidder, it is at liberty, until the submission of its response, to revise the identity of its subcontractor grouping, provided this does not cause the Council to reconsider the basis on which the Bidder qualified and was selected;
- where two or more Bidders wish to consolidate their bids into one bid, specific guidance from the Council should be sought;
- where a group of organisations has identified itself as a consortium, the grouping may change (by addition or removal of consortium members), provided this does not change the fundamental character of the consortium or cause the Council to reconsider the basis on which that consortium qualified and was selected;
- generally, the Council will be more concerned with the loss of subcontractors or consortium members than with the addition of subcontractors or consortia members;
- once this ITPD has been issued and the CFT received, Bidders will be at liberty to continue to finalise their consortium or subcontracting arrangements until the contract award, unless changes to the constitution of those consortia or subcontracting arrangements would cause the Council to reconsider the basis on which the Bidder was allowed to continue in the procurement process; and
- once an Agreement has been awarded to a Bidder, the Council would not expect any changes in this group of subcontractors to occur without its consent and the Agreement will be drafted accordingly.

10.13. Bidding Process and Costs

The Council reserves the right at any time:-

- not to consider Solutions other than those specified;
- to negotiate with one or more of the Bidders during the Competitive Dialogue Procedure to obtain arrangements which best meet its requirements;
- to issue amendments or modifications to this ISDS and/or the Associated Documents at any time during the Competitive Dialogue Procedure;

- to require a Bidder and/or the members of the Bidder's Team to clarify their submission in writing and/or provide additional information (failure to respond adequately may result in a Bidder not being successful);
- to alter the timetable for the Competitive Dialogue Procedure;
- not to award the Contract; and/or
- to cancel or withdraw from the Competitive Dialogue Procedure at any stage.

Any costs or expenses incurred by any Bidder or the Bidder's Team or any other person will not be reimbursed by the Council and neither the Council nor any of their representatives or advisers will be liable in any way to any Bidder or the Bidder's Team or any other person for any costs, expenses or losses incurred by any Bidder or the Bidder's Team or any other person in connection with this Competitive Dialogue Procedure and/or the project.

10.14. Warranties

In delivering a Solution, the Bidder warrants and represents to the LBM that:

- (a) it has not done any of the acts or matters referred to in Section 5 Part 2 and has complied in all respects with, these Conditions of Tendering
- (b) all information, representations and other matters of fact communicated (whether in writing or otherwise) to LBM by the Bidder or its employees or officers in connection with or arising out of the Solution are true, complete and accurate in all respects;
- (c) it has made its own investigations and research and has satisfied itself in respect of all matters relating to the Solution and Statement of Requirements and has not delivered the Form of Tender and will not have entered into the Contract in reliance on any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by LBM;
- (d) it has full power and authority to enter into the Contract and supply deliver and (if required) install the specified Goods and/or provide the specified Services and will if requested produce evidence of that to LBM;
- (e) it is of sound financial standing and its officers and employees are not aware of any circumstances (other than as may be disclosed in the audited accounts or other financial statements submitted) which may adversely affect its financial standing in the future;
- (f) it has and will have sufficient working capital, skilled employees, equipment, machinery and other resources available to it to supply deliver and (if required) install the specified Goods and/or provide

the specified Services in accordance with the Contract and to the Contract Standard for the Contract Period; and

- (g) it has obtained all necessary consents, licences and permissions to enable it to supply deliver and (if required) install the Goods and/or perform the Services and will throughout the Contract Period obtain and maintain all further and other necessary consents, licences and permissions to enable it to perform the Services.

Appendix 1 – Non-Collusive Tendering Declaration

I/We certify that we have submitted a bona fide tender and that we will not fix or adjust the amount of any tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we will not at any time before the hour and date specified for the return of the tenders;

communicate to any person the amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender is necessary to obtain insurance premium quotations required for the preparation of the tender.

enter into any agreement or arrangement with any other person, whether that s/he shall refrain from tendering on this or any other contract, or as to the amount of any tender to be submitted or any other reason amounting to price-fixing or membership of a cartel.

offer to pay or give or agree to pay or give any sum of money or any consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for this or any other contract or any act or thing of the sort described above.

In this declaration, the word 'person' includes any persons or any body or association, corporate or incorporate, and any agreement or arrangement includes any such transaction, formal or informal, whether legally binding or not.

DECLARATION OF INTEREST

QUESTION	YOUR ANSWER
Please state whether yourself, other Directors, Partners or any other staff have been or are currently employed by the London Borough of Merton	
Please state whether you have been or are currently a Councillor at the London Borough of Merton	
Please state details of any actual or perceived conflict of interest that may arise as a result of participating in this	

procurement process	
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You may answer on a separate sheet if you require more space. If not applicable please write N/A for the above 3 questions.

I/We the undersigned have read and agreed to the aforementioned declarations and agreements directly associated with the requirements contained within this ITT document.

SIGNED BY THE TENDERER [Authorised Person]	
SIGNATURE:	
DATE:	
FULL NAME:	
	[Please print clearly]
POSITION IN COMPANY:	
ADDRESS:	

WITNESS	
SIGNATURE:	
DATE:	
FULL NAME:	
	[Please print clearly]
OCCUPATION:	
ADDRESS:	

Appendix 2 – Conditions of Contract

This will be provided at ISDS stage of the Competitive Dialogue Process.

Appendix 3 - Glossary of Terms

Associated Documents	All associated tender documentation, guidance, clarifications, project documentation issued by the Council and any further information received via communication with the Council and/or all information available on the London Tenders Portal during the Competitive Dialogue Procedure.
CFT	Call for Final Tender to be issued by the Council to the Bidders in accordance with the Competitive Dialogue Procedure.
Dialogue	The dialogue phase of the Competitive Dialogue Procedure from distribution of the ITPD documentation until the Council closes the dialogue on or before submission of the Final Tenders.
Competitive Dialogue Procedure	The procurement process followed under Regulation 18 of the Public Contracts Regulations 2006 (as amended).
Contract	The contract to be entered into by the Council for the provision of Goods and Services.
Contract Close	The anticipated date for Contract award.
Contractor	The successful Bidder awarded the Contract pursuant to this project.
Evaluation Methodology	The methodology to be followed by the Council when evaluating Solutions as more particularly described in the tender documents distributed at each stage of the Competitive Dialogue Procedure.
Executive Summary	The executive summary to be submitted by Bidders when submitting their Solution.
ISDS	Invitation to Submit Detailed Solutions.
ISOS	Invitation to Submit Outline Solutions.

ITPD	Invitation to Participate in Dialogue.
MEAT	Most Economically Advantageous Tender.
Bidder(s)	An organisation that was selected at the PQQ stage and invited to participate in the Competitive Dialogue Procedure.
Bidder's Team	<p>The team bidding for the Project, including but not limited to, where the Bidder is:-</p> <ul style="list-style-type: none"> • a sole organisation (or a sole organisation supported by subcontractors that are not Significant Subcontractors), that sole organisation; • a consortium, each Consortium Member; • a prime contractor, the prime contractor and each Significant Subcontractor; • a partnership, each member of the partnership; • an incorporated company, the incorporated company; • a co-operative, the co-operative; • a joint venture, each member of the joint venture.
Preferred Bidder	The Bidders whose Solution is selected following the evaluation of the Final Tenders
PQQ	Pre-Qualification Questionnaire submitted by the Bidders.
Significant Subcontractor	The proposed subcontractors which will contribute significantly (in terms of value or the provision of the services (in whole or in part)) as defined in the PQQ.
Solution/Solutions	The solution/solutions submitted by Bidders throughout the Competitive Dialogue in response to the ISDS.
Data Room	Electronic information store within the London Tenders Portal.
Lead Bidder	A Bidder who leads the Tender, meets the technical requirement and so designated by other Member(s) in Bidding Consortium.
Consortium Member	A participant temporarily joined together contractually with other members to form a consortium for the performance of this task.
Final Tender	Final formal bid submission following close of Dialogue.

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