

## Sent Messages

Recipient	Date	Subject	Question	Message
Broadcast	18/06/2015 13:29	Re: Urgent Legal Question Limit of Liability	<p>We would like to log an urgent request for the Scottish Government to re-evaluate the level of liability applicable to Schedule 5 (Standard Terms of Supply), as revised in the ITT Amendment No 1 dated 16/06/15. We have submitted this question via Bravo also.</p> <p>This level of liability still applies a total value of £32million for the call-off contracts under the Framework. <b>REDACTED</b> do not believe that this represents a proportionate liability value when considering the varied sizes of the contract values held with each of the 32 authorities, or the events that the Scottish Government is seeking to cover.</p> <p>If the Scottish Government is seeking to protect against the event of the default of the contractor, thus causing the implementation of an alternative count, we would consider 60% of the total contract value, held with the individual local authority, to be a representative value.</p> <p>If the Scottish Government is seeking to protect against the event of the default of the contractor, thus causing the implementation of a re-run of the election, we would consider 200% of the total contract value, held with the individual local authority, to be a representative value.</p> <p>We would not consider it viable for any supplier to contract under these terms.</p> <p>Can you please provide us with a greater understanding as to why Scottish Government is seeking this level of liability?</p> <p>We look forward to your response on this matter.</p> <p>Best regards <b>REDACTED</b></p>	<p>Scottish Government wish to advise tenderers that the liability as stated in clause 51.3. of Part 1 Schedule 5 - "The liability of either Party under the Contract for Defaults is limited to £ 1 million" , remains valid and shall not be revised. The stated sum represents the potential highest level of risk that may be applicable to a single Local Authority. Tenderers therefore require to take this into consideration when submitting a tender submission.</p>
Broadcast	18/06/2015 08:57	Re: Licensing assumptions	<p>What is the assumption that the Scottish Government have made around licencing over the first 3 stages and the final stage for o/s of the desktops and servers?</p>	<p>The assumption is that the supplier will be responsible for all necessary licencing of all equipment and software supplied for the purposes of the contract, including o/s licences.</p>
Broadcast	18/06/2015 08:56	Re: In-scope hardware for Count Centres	<p>Can clarification be provided on what is in scope re the security/racking/non IT kit within the count centres is it the expectation the Contractor will provided this?</p>	<p>The requirements for each election count centre will be covered by the user agreement with each local authority. It is expected that most authorities will supply racking, tables, chairs and other non-IT equipment but this should not be assumed to be the case for all authorities. Local authorities will be responsible for supplying appropriate premises for the count and for the security of those premises.</p>
Broadcast	18/06/2015 08:55	Re: Count centre connectivity	<p>What is the anticipated technical connectivity between the count centres and the central operation site?</p>	<p>Suppliers are invited to make proposals for this, which should recognise that local circumstances will vary eg count centre will not necessarily have internet/wi-fi access/access to landlines/may have limited mobile network coverage.</p>

Broadcast	17/06/2015 09:41	Re: Limits of Liability	Specifically in relation to clause 35.3. of the terms and conditions, the liability caps stated are in our experience far in excess of the commercial norm – can they be linked to the call off values? In our experience, 100–125% of the value of the contract is standard.  Could you please confirm whether the stated limits are negotiable.	Refer to Invitation to Tender Amendment No1 dated 16 June 2015.
Broadcast	16/06/2015 17:33	Invitation to Tender - Amendment No1		Please find attached an Amendment to the Invitation to Tender document, detailing a revision to the tender return date and level of liability applicable to Part 1 Schedule 5 (Standard Terms of Supply) Call-Off.
Broadcast	16/06/2015 16:43	Re: Clause 51.3 of Schedule 5 (Standard Terms of Supply) query	Clause 51.3 of Schedule 5 (Standard Terms of Supply) states:  "51.3. The liability of either Party under the Contract for Defaults is limited to £10 million."  Our interpretation of this clause is that this would mean a £10m limit of liability will apply to each of the 32 Local Authority call-off contracts. Please could the Authority clarify its intentions with regards to this?	Scottish Government shall revise the level of liability which is applicable to Schedule 5 (Standard Terms of Supply) from £ 10m to £ 1m, as detailed within a subsequent Invitation to Tender amendment.
Broadcast	16/06/2015 16:39	Re: Further to earlier queries regarding limits of liability in the contract	Specifically in relation to clause 35.3. of the terms and conditions, the liability caps stated are in our experience far in excess of the commercial norm – can they be linked to the call off values? In our experience, 100–125% of the value of the contract is standard.  Could you please confirm whether the stated limits are negotiable.	Scottish Government advise that upon review, Scottish Government has revised the limit of liability within the Model Terms in Schedule 5, from £ 10m to £ 1m. Therefore the supplier would have to accept liability for each of the local authority contracts for Stage 4 of £ 32m.  The Invitation to Tender document shall be amended in subsequent correspondence.
Broadcast	16/06/2015 13:36	Re: Postal Vote Pack Formats	Can you provide details of postal vote pack formats used by each council (i.e. fully enclosed, one piece mailers, etc).	This will be for local authorities to decide.
Broadcast	16/06/2015 13:36	Re: Number of Batches	Can you confirm the number of batches created by each council in the 2012 elections?	Scottish Government do not currently hold this information
Broadcast	16/06/2015 13:36	Re: Parent Company Guarantee	We note that the framework contract requires a PCG to be entered into for the framework and for each call off, and that the framework and the call off are all conditional upon the requirement. It is <b>REDACTED</b> strong preference not to supply a PCG on its contracts, and if a PCG were to be approved there would be a cost associated with it.  We would not consider that this is necessary for a contract of this size for our company. Is this a requirement that can be waived by agreement?	To clarify, there is not an automatic requirement for any bidder to provide a PCG. The Authority will carry out due diligence tests on each bidder and if as a result, we consider that a PCG is necessary, then we will request a PCG prior to awarding the framework.
Broadcast	16/06/2015 13:36	Re: Single Supplier Framework	In Section 1.3.1 can you please clarify that only an electronic vote counting solution procured through this single supplier framework (contract) can be used for local government elections. Can you confirm that councils are precluded from purchasing alternative electronic vote counting solutions?	Local authorities are not obliged to call off contracts under this framework, though it is expected that all will do so for the ordinary elections on 4 May 2017. It is possible that some may choose to do a manual count for by-elections post-May 2017.

Broadcast	16/06/2015 13:35	Re: Staff Numbers	What are the likely count centre staff numbers that are required to be trained within Stage 4 before March 2017? Is there an expectation that ad hoc training may be required for count centre resources after March 2017?	This will be for local authorities to decide. It is possible that ad hoc training may be required after March 2017.
Broadcast	16/06/2015 13:35	Re: Closing Date for Nominations	With reference to 1.34.1, 'Closing date for nominations' - can you please provide the likely date based on what we believe to be 23 day working days before the election as per Part-2b-Standing-as-a-party-candidate-SLG of the Scottish Electoral Commission.	The timetable for the 2017 local government elections will be set out in legislation in due course. For reference, the timetable for the 2012 elections is provided at rule 1(1) of the Scottish Local Government Elections Order 2011 ( <a href="http://www.legislation.gov.uk/ssi/2011/399/made">http://www.legislation.gov.uk/ssi/2011/399/made</a> ) and it is expected that the 2017 provisions will be similar, i.e. that the closing date for nominations will be 23 working days before the election.
Broadcast	16/06/2015 13:35	Re: Business continuity plan	Are we able to have a view of your Business Continuity plan for us to provide a detailed response to 1.33.4	The Business Continuity Plan is not available at present.
Broadcast	16/06/2015 13:35	Re: Ballots for testing & training	Are we able to print full 200K ballots and use subsets at testing and training stages?	Yes - specific requirements will be determined by the Contracting Authority, but it is expected that 200k ballot papers will be required, and subsets reused for testing and training.
Broadcast	16/06/2015 13:35	Re: Draft timetable	If possible, could you please provide a draft timetable for the Local Elections	The timetable for the 2017 local government elections will be set out in legislation in due course. For reference, the timetable for the 2012 elections is provided at rule 1(1) of the Scottish Local Government Elections Order 2011 ( <a href="http://www.legislation.gov.uk/ssi/2011/399/made">http://www.legislation.gov.uk/ssi/2011/399/made</a> ) and it is expected that the 2017 provisions will be similar.
Broadcast	16/06/2015 13:35	Re: Crisis Management	Crisis Management, is there a plan in place that can be shared or lessons learned from the 2012 elections	The Lessons Learned report is about Scottish Government project management processes and is not for external publication.
Broadcast	16/06/2015 13:34	Re: Interface to LA	The interfaces to the Local Authority, is there requirement for both from Local Authorities to Atos systems and Atos Systems to Local Authorities	Yes, there is a requirement for a two-way data transfer between the Local Authorities and the supplier.
Broadcast	16/06/2015 13:34	Re: Count progress	Is there an expectation of a consolidated view of the count progress and central results	Yes.
Broadcast	16/06/2015 13:33	Re: Display Equipment	Are their specific requirements of the display equipment to be used for election night?	The display requirements are set out at 1.33.2 (Schedule1).
Broadcast	16/06/2015 13:33	Re: Decision Panel	Can you clarify who will be the decision panel for this bid?	The decision panel will include representatives from SG (e-counting team, procurement, IT) and local authorities.
Broadcast	16/06/2015 13:33	Re: Lessons learned from 2012	Could the Scottish Government provide those Lessons Learned, if available, from the 2012 elections	See response to previous question.

Broadcast	16/06/2015 13:33	Re: Anticipated turnout 2017	Is there an expectation that turnout for the local elections in 2017 both at the count centres and postal voting will be larger than that in 2012. If so, what is that considered estimation	Schedule 1 Annex B shows electorate data intended to assist tenderers in the preparation of their proposal. This information should be considered as indicative only. Further data will be provided to the successful tenderer as it becomes available. Further consideration of this should be maintained in line with the turnout in other elections over the coming months. It is expected that the proportion of voters choosing to vote by post will increase slightly.
Broadcast	16/06/2015 13:33	Re: Ballot Papers for Testing	Ballot Papers - For testing in Stages 1, 2 and 3 what is the expectation around the use of Ballot Papers, do you envisage using existing Ballot Papers?	The expectations are described at 1.8 of the Specification (Schedule 1). See comment at 5 above. The Contracting Authority has test sets of ballot papers from the 2012 Elections and intends that these are used for Stage 1 trials where practicable.
Broadcast	16/06/2015 13:32	Re: Stage 3 - Mock Environment	Can clarification be provided around the length of time the mock facility in stage 3 will be required for?	We anticipate this will be for the 4 week period from 29 August to 23 September 2016 and will take place in Perth.
Broadcast	16/06/2015 13:32	Re: Training requirement for bulk test	Re specification, 1.29.1 - Operational and Technical Support. Although it is not explicitly mentioned, is there a requirement to provide training to staff as part of the Bulk Test week as there is during the Mock Count?	There is no specific requirement to provide training at this stage, though ad hoc training may be needed. This will be determined in the detailed specification for stage 3, following stages 1 and 2.
Broadcast	16/06/2015 13:32	Re: Submission of hard copy ballot paper samples	We understand that our ITT response submission will be provided electronically. We interpret, "Tenderers are invited to submit sample ballot papers of varying length with their proposal" (technical response section 2.2) as meaning physical / hard copy ballot papers. Therefore, can you confirm please, to where and to whom to send the physical ballot paper samples or further clarify? Many thanks.	Hard copies should be sent to: <b>REDACTED</b> Portfolio Specialist Collaborative and Scottish Government Procurement Division Europa Building 450 Argyle Street Glasgow G2 8LG
Broadcast	16/06/2015 13:32	Re: Innovation	Are there examples of what innovation is expected, e.g. is there an election roadmap available that we can align our innovation to?	There is no such roadmap available at this time. The Scottish Government is not seeking innovations which would represent alternative methods of voting (such as online voting or polling station data capture). Compliant innovations should either offer a more efficient or effective means of delivering the e-counting solution overall or otherwise add additional benefit while delivering the specified requirements in full
Broadcast	16/06/2015 13:31	Re: Stage 3 - Mock Environment	Can clarification be provided around the length of time the mock facility in stage 3 will be required for?	We anticipate this will be for the 4 week period from 29 August to 23 September 2016 and will take place in Perth.

Broadcast	12/06/2015 10:53	Re: Legal clarification - URGENT	<p>1. We note the following statements in the tender documents:</p> <p>“2.14 It is a condition of participation in this procurement exercise that the tenderer accepts the Scottish Government Terms and Conditions attached. 2.15 Should a tenderer fail to comply with these Terms and Conditions, the Scottish Ministers reserve the right to eliminate (at their sole discretion) that tenderer from any further participation in the procurement exercise.”</p> <p>Please clarify:</p> <p>a) Are you referring to both the framework agreement and the terms in schedule 5 of the framework (the model contract). b) Will comments or proposed changes to the terms and conditions be considered – if so how will they be dealt with in the competition process. c) If we are unable to agree to the terms and conditions will we be disqualified from the process.</p> <p>2. Please confirm that the Authority will enter into a call off contract for the provision of the stages 1 – 3 services and the training services as well as entering into the framework itself. I think that this is necessary as the framework describes and prices all the services that are required by both the Authority and Local Authorities –presumably therefore the framework is just a mechanism for placing and pricing a call off order under its terms but no work would be done under it.</p>	<p>The response to the various sub questions in Q1 are as follows:</p> <p>a). Yes b). Minor changes will be considered but nothing which is considered to be a material change will be considered. c). Yes</p> <p>2). The Scottish Government will enter into the framework agreement with the successful Provider and each of the Local Authorities who have a requirement will enter into a call off contract with the Provider.</p>
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