Scottish Procurement and Commercial Directorate Collaborative and Scottish Government Procurement Division





15 August 2017

Dear Sir/Madam

CALL-OFF CONTRACT FROM THE CROWN COMMERCIAL SERVICE DIGITAL OUTCOMES AND SPECIALISTS 2 FRAMEWORK - RM1043iv

INVITATION TO TENDER - PROCUREMENT OF LOW INCOME BENEFITS AGILE SERVICE DESIGN

TENDER REF: SP-17-014

- The Scottish Government (SG) has a requirement for the above service, as detailed in the enclosed Invitation to Tender. As a Framework Supplier (Supplier) you are hereby invited to tender for the provision of the above requirement in accordance with the terms and conditions detailed in the subject framework agreement and the attached mini competition Invitation to Tender (ITT).
- This competitive procedure is being conducted under the Crown Commercial Services
  Digital Outcomes and Specialists 2 Framework and is intended to lead to a Call-Off
  Contract under that Framework Agreement.
- 3. The closing date and time for submission of tenders is 12:00 noon, Tuesday 12 September 2017. Your tender must be submitted via the Public Contracts Scotland system. <a href="http://www.publiccontractsscotland.gov.uk/">http://www.publiccontractsscotland.gov.uk/</a> in accordance with all of the ITT before the deadline. Please complete and return the information requested in Schedule 2 including the Award Questionnaire and the Pricing Schedule.
- 4. It is the responsibility of all Suppliers to ensure that their tender is received not later than the above date and time. Tenders submitted after this time may not be considered. Tenders must <u>not</u> be returned via by post or email.
- 5. A Supplier Information Session will be held on **Thursday 24 August 2017 at 2pm** at Scottish Government, Atlantic Quay, 150 Broomielaw, Glasgow, G2 8LU. Please email and copy attendance at the session. Places are limited to 2 individuals from each supplier organisation. Notes and any questions and answers will be shared with all suppliers in the process shortly after the session.

6. The ITT documents listed below are available to download from the additional information section in Public Contracts Scotland (PCS) Quick Quote:

#### ITT Contents:

Instructions for Suppliers

Schedule	1:	Statement of Requirements
Schedule	2:	Supplier's Response
Schedule	3:	Statement of Work (SOW), including pricing arrangements
Schedule	4:	Contract Change Notice (CCN)
Schedule	5:	Balanced Scorecard
Schedule	6:	
Schedule	7:	How Services Will be Bought (Further Competition Process)
Schedule	8:	Deed of Guarantee
Schedule	9:	Security & Information Assurance Requirements
Schedule	10:	Grade Descriptors
Schedule	11:	Key Performance Indicators
Schedule	12:	Management Arrangements
Schedule	13:	Community Benefits & Fair Work
Schedule	14:	Call Off Contract

- 7. The Buyer is not bound to accept the lowest priced tender or any tender.
- 8. Should you require any additional information in connection with this Invitation to Tender questions should also be directed through the Public Contracts Scotland portal.

Yours sincerely

Senior Portfolio Manager

# Scottish Government (acting on behalf of Scottish Ministers)

# INVITATION TO TENDER FOR THE PROVISION OF LOW INCOME BENEFITS AGILE SERVICE DESIGN

**REFERENCE: SP-17-014** 

# INSTRUCTIONS FOR SUPPLIERS

#### Index:

Instructions for Suppliers
Award criteria
Technical Evaluation
Cultural Fit Evaluation
Commercial (Price) Evaluation
Evaluation Methodology
Evaluation of Technical Requirements
Evaluation of the Cultural Fit Requirements
Evaluation of Commercial Bid (Prices)

#### INSTRUCTIONS FOR SUPPLIERS

- 1. It is the responsibility of Suppliers to obtain for themselves at their own expense any additional information necessary for the preparation of their tender.
- 2. All information supplied by SG, referred to herein as the Buyer in connection with the Invitation to Tender shall be treated as confidential by Suppliers except that such information may be disclosed for the purpose of obtaining sureties and quotations necessary for the preparation and submission of the tender.
- 3. All information requested should be provided on the Tender Schedules enclosed (additional sheets may be used if required, but all information should be provided in the order and format of the Schedules) unless stated otherwise.
- 4. Suppliers may submit a tender using their own text creation facilities. However the content and layout must be identical to the SG version of the relevant sections of the tender, and must be in the same order.
- 5. Suppliers <u>must</u> submit their completed tenders via Public Contracts Scotland. Large electronic files may take time to download and Suppliers should ensure that sufficient time is allowed for this to be done. The speed with which submissions are made are dependent on the size of the document and inclusion of graphics, logos, photographs etc. should be omitted wherever possible.
- 6. All information submitted to the Buyer may need to be disclosed and/or published by the Scottish Ministers. Without prejudice to the foregoing generality, the Buyer may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, (the decisions of the Scottish Ministers 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.

- 7. Further, the Buyer 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 it is recognised and agreed by both parties that the Scottish Ministers shall if they see fit disclose such information but are unable to impose any restrictions upon the information that they provide to Members of the Scottish Parliament, or Members of the United Kingdom Parliament; such disclosure shall not be treated as a breach of this agreement.
- 8. Accordingly, if you consider that any of the information included in your tender is commercially confidential please identify it and explain (in broad terms) what harm might result from disclosure and/or publication. It should be remembered though, that, even where you have indicated that information is commercially sensitive, Scottish Ministers may disclose this information where they see fit. Receipt by the Buyer of any material marked "confidential" or equivalent should not be taken to mean that the Scottish Ministers accept any duty of confidence by virtue of that marking.
- 9. The Buyer may publish, on the SG website the names and contact details of companies who have been issued with an Invitation to Tender.
- 10. The Buyer reserves the right to reject any tender which, in their opinion, does not comply with the Statement of Requirements.
- 11. Please note that the responses to any questions raised during the tendering period will be circulated to all Suppliers via the Quick Quote facility on Public Contracts Scotland (PCS). The closing date for raising questions is 12:00 noon on Wednesday 30 August 2017 and the Buyer will circulate answers to all Suppliers no later than Tuesday 5 September 2017. All enquiries should be routed through the Public Contracts Scotland portal.
- 12. Tenders should arrive not later than 12:00 noon on Tuesday 12 September 2017. It is the responsibility of all Suppliers to ensure that their tender is delivered not later than the appointed time. All tenders must be submitted through Public Contracts Scotland Website. The system will not accept tenders submitted after this time.
- 13. The Buyer may, as appropriate, enter into Tender clarifications and commercial discussions with any Supplier(s). This could include a presentation and discussion by the Supplier at a central government organisational site and/or a meeting at the Supplier's premises to discuss the proposal further and to meet selected personnel proposed for the project.

- 14. Tenders shall remain valid and open for acceptance for 6 months after the tender return date. In exceptional circumstances, the Buyer's point of contact may request that the Supplier extend the validity period for a specified additional period. Except for manifest error or as may otherwise expressly be agreed by both the Buyer and the Supplier, the contents of submitted tenders will be deemed to be binding upon the Supplier and open for acceptance by the Buyer for the duration of the validity period. The Supplier is therefore cautioned to verify its proposal before submission to the Buyer since it is the Supplier's responsibility to ensure that a full appreciation, understanding and comprehension of the Services required, stated or implicit has been achieved prior to Quote submission. No claims will be accepted for items that arise from the Supplier's failure to meet these requirements.
- 15. The Buyer reserves the right to withdraw the requirement at any stage prior to the award of the contract. The Buyer reserves the right to amend the tender documents at any time prior to the deadline for receipt of tenders. Any such amendment will be numbered and dated. Where amendments are significant, the Buyer may at its discretion extend the deadline for receipt of tenders.
- 16. This ITT and any associated correspondence are subject to the laws of copyright and must not be reproduced, whether in whole or in part, without the prior written consent of Scottish Ministers.
- 17. You may not in any way advertise or publicly announce that you are entering into discussions with and/or undertaking work for the Buyer without prior written consent.
- 18. The Supplier will bear all costs associated with this tendering exercise. The Buyer may, without liability or obligation to any Supplier:
- Accept or reject any tender;
- Accept only such part or parts of any tender it shall deem to be appropriate;
- Cancel the Invitation to tender process and reject all tenders at any time prior to the formation of a Contract.
- 19. The Buyer reserves the right to reject or disqualify a Supplier where:
  - a) the Supplier fails to comply fully with the requirements of this Invitation to Tender and/or;
  - b) the Supplier is guilty of serious misrepresentation in relation to its Tender and/or the Tender process; and/or;
  - c) there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Supplier.
- 20. Any Supplier who directly or indirectly canvasses any officer, member, employee, or agent of the Buyer concerning the award of the Contract and/or the

process leading to that award or who directly or indirectly obtains or attempts to obtain information from any such officer, employee or agent or concerning any other Supplier, Tender, or proposed Tender may be disqualified.

- 21. Any Supplier who acts in any of the following ways, may be disqualified:
  - a. fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party; or
  - b. communicates to any party other than the Buyer the amount or approximate amount of its proposed Tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or insurance or any necessary security); or
  - c. enters into any agreement or arrangement with any other party that such other party will refrain from submitting a Tender; or
  - d. enters into any agreement or arrangement with any other party as to the amount of any Tender submitted; or
  - e. offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender, any act or omission, will (without prejudice to any other civil remedies available to the Buyer and without prejudice to any criminal liability which such conduct by a Supplier may attract)
- 22. Before the tender return date, the Buyer may modify the invitation to tender. Any modifications will be issued through addenda. The procedure for receiving submissions will be detailed in any such addenda.
- 23. This invitation to tender and any associated correspondence are subject to the laws of copyright and must not be reproduced, whether in whole or in part, without the prior written consent of the Buyer.
- 24. You may not in any way advertise or publicly announce that you are entering into discussions with and/or undertaking work for the Buyer-without prior written consent from the Buyer.
- 25. The invitation to tender is issued on the basis that nothing contained in it will constitute an inducement or incentive nor will have in any other way persuaded a Supplier to submit a Tender or to enter into any contractual agreement.
- 26. In the light of the information contained in and attached to this ITT, Suppliers must declare whether they have actual or potential conflicts of interest in respect of the services to be provided if they were to be awarded this contract. In the event of

an actual or potential conflict of interest Suppliers will be required to satisfy the Scottish Ministers that they can put in place appropriate measures to deal with any issues of conflict and maintain impartiality and confidentiality.

27. Any Tender that does not accord with all the requirements herein and in the covering letter may not be considered.

Anticipated Procurement Timetable:

Suppliers Information Session	28 August 2017 – 3.30pm in Glasgow
Last Date for Supplier Questions	1 September 2017 – 12 noon
Last Date for circulation of Q&A	5 September 2017
Tender Return Date	12 September 2017
Contract Award	13 October 2017
Mobilisation Commencement	13 October 2107
Contract Commencement	30 October 2017

# AWARD CRITERIA

28. The score table below sets out how the evaluation panel shall determine the appropriate mark for any given evaluation criterion for any given Supplier:

0	Nil or inadequate response. Fails to demonstrate an ability to			
Unacceptable	meet the requirement.			
1	Response is partially relevant but generally poor. The response			
Poor	addresses some elements of the requirement but contains			
	insufficient/limited detail or explanation to demonstrate how the			
	requirement will be fulfilled.			
2	Response is relevant and acceptable. The response addresses a			
Acceptable	broad understanding of the requirement but may lack details on			
•	how the requirement will be fulfilled in certain areas.			
3	Response is relevant and good. The response is sufficiently			
Good	detailed to demonstrate a good understanding and provides			
	details on how the requirements will be fulfilled.			
4	Response is completely relevant and excellent overall. The			
Excellent	response is comprehensive, unambiguous and demonstrates a			
	thorough understanding of the requirement and provides details			
	of how the requirement will be met in full.			

### **Technical Evaluation**

29. The Technical elements carry an overall weighting of **65**% which is broken down into the following sub criteria:

Q1:	Service Delivery*	*30%
Q2:	The Team*	*10%
Q3:	Understanding of the Requirement*	*10%
Q4:	Solutions – System Quality Attributes	10%
Q5:	Alpha Scenario*	*5%
Q6:	User Research, Engagement & Developing User Focused Services*	*5%
Q7:	Indicative Technical Architecture	5%
Q8:	Business Continuity and Disaster Recovery	5%
Q9:	Operational Support Model	5%
Q10:	Risks, Constraints, Conflicts of Interest	4%
Q11:	Transition	3%
Q12:	Data Management	3%
Q13:	Hosting Proposals(s)	3%
Q14:	Community Benefits	2%

30. Where the Supplier's score is below 2 'Acceptable' for **any question marked with and asterix\*** the response shall **not** be taken forward to the Quality, Cultural Fit and Commercial (Price) ratio element of the competition. Their bid shall be set aside and will take no further part in the competition.

# **Cultural Fit Evaluation**

31. The Cultural Fit elements carry an overall weighting of **5**% which is broken down into the following sub criteria:

Q1:	Continuity of Service*	*40%
Q2:	Fair Work	40%
Q3:	Approach to working with Clients with Mixed Range Agile Technical Expertise/Experience*	*20%

32. Where the Supplier's score is below 2 'Acceptable' for **any question marked with and asterix**\* the response shall <u>not</u> be taken forward to the Quality, Cultural Fit and Commercial (Price) ratio element of the competition. Their bid shall be set aside and will take no further part in the competition.

Commercial (Price) Evaluation

33. The Commercial elements carry an overall weighting of 30% which is broken down into the following sub criteria:

PRIC	E: 30%		Max Section Score
		Max Sub Criteria Score	
Secti	on 1: Rate Card		40%
1.	Lead Consultant	5.0%	
2.	Scrum Master	9.5%	
3.	User Research	9.5%	
4.	Business Analyst	9.5%	_
5.	Technical Architect	9.5%	_
6.	UX Designer	9.5%	_
7.	Content Designer	9.5%	_
8.	Software Developer	9.5%	
9.	Test Analyst	9.5%	
10.	Data Architect	9.5%	
11.	Security Lead	9.5%	
Sect	ion 2: Indicative Total Price	Angele and	50%
12.	Maximum Total Price	100%	

Section	n 3: Case Study		10%
13.	Case Study	100%	-

## **Evaluation Methodology**

34. The overall award criteria weighting for this tender is:

Evaluation Criteria	Criteria Weighting
Technical	65%
Cultural Fit	5%
Commercial (Price)	30%

- 35. The Buyer intends to award this contract on the basis of the most economically advantageous tender (MEAT), using a combination of the Technical, Cultural Fit and Commercial (Price)scores awarded to each Supplier, in order to identify the Supplier with the highest overall combined score.
- 36. Only Suppliers that meet the Scottish Ministers' published minimum requirements will have the Technical and Commercial aspects of their bids considered.
- 37. The Technical, Cultural Fit and Commercial (Price) elements will be evaluated independently from one another.
- 38. Members of the Technical Evaluation Panel (TEP) will undertake individual scoring of Supplier responses to the Technical and Cultural Fit requirements.
- 39. The TEP will then hold a moderation meeting where evaluators will review and, if necessary, revise their scores for each question. The final score for each question will then be calculated using the mean average of each evaluator's individual score. The TEP will do this for the Technical element and then for the Cultural Fit element.

# **Evaluation of Technical Requirements**

- 40. The Technical requirements for this tender carry an overall weighting of 65%. The weightings allocated to each question within the Technical Requirements are shown at paragraph 29 above.
- 41. The scoring methodology is 0 to 4 as detailed in paragraph 28 above.
- 42. The Technical response will be evaluated using the method below:

Individual question Score (out of 4), expressed as a percentage x Question Weighting X 100 = Question Weighted Score

Sum of all Question Weighted Scores = Overall Technical Score for each Supplier

The Overall Technical Score is then multiplied by the Technical Criteria Weighting (65%) to give the Weighted Overall Technical Score.

	Quality		Si	ipplier A			Supplier B	
					Question			Question
		Question		Score as a	Weighted		Score as a	Weighted
	Example of Quality Criteria	Weighting	Score (out of 4)	percentage	Score	Score (out of 4)	percentage	Score
1	Service Delivery	30%	4	100.00%	30.00	2	50.00%	15,00
2	The Team	10%	4	100,00%	10.00	2	50,00%	5.00
3	Understanding the Requirement	10%	4	100,00%	10.00	2	50.00%	5.00
4	Solutions - Systems Quality Attributes	10%	4	100.00%	10.00	2	50,00%	5.00
	Alpha Sprint Scenario	5%	4	100,00%	5,00	2	50.00%	2.50
	User Reasearch, Engagement,	5%	4	100,00%	5.00	2	50.00%	2,50
7	Indicative Technical Architecture	5%	4	100,00%	5.00	2	50,00%	2.50
<u>.                                    </u>	Business Continuity & Disaster Recovery	5%	4	100,00%	5.00	2	50,00%	2,50
	Operational Support Model	5%	4	100.00%	5.00	2	50.00%	2,50
110	Risks, Constraints, Conflicts of Interest	4%	4	100.00%	4.00	2	50.00%	2,00
)11	Transition	3%	4	100.00%	3.00	2	50.00%	1.50
112	Data Management	3%	4	100,00%	3.00	2	50.00%	1.50
	Hosting Proposals(s)	3%	4	100.00%	3.00	2	50.00%	1.50
	Community Benefits	2%	4	100.00%	2.00	2	50.00%	1.00
			Overall Tech	nical Score	100.00	Overall Tech	nical Score	50.00

- Supplier A Weighted Overall Technical Score = 100 x 65% = 65
- Supplier B Weighted Overall Technical Score = 50 x 65% = 32.5

# **Evaluation of the Cultural Fit Requirements**

- 43. The Cultural Fit requirements for this tender carry an overall weighting of 5%. The weightings allocated to each question within the Cultural Fit requirements are shown at paragraph 31 above.
- 44. The scoring methodology is 0 to 4 as detailed in paragraph 28 above.
- 45. The Cultural Fit response will be evaluated using the method below:

Individual question Score (out of 4), expressed as a percentage x Question Weighting X 100 = Question Weighted Score.

Sum of all Question Weighted Scores = Overall Cultural Fit Score for each Supplier

The Overall Cultural Fit Score Score is then multiplied by the Cultural Fit Criteria Weighting (5%) to give the Weighted Overall Cultural Fit Score.

	Cultural Fit		. ≗ Si	upplier A			Supplier B	
		Question		Score as a	Question Weighted		Score as a	Question Weighted
1	Example of Quality Criteria	Weighting	Score (out of 4)	percentage	Score	Score (out of 4)	percentage	Score
Q1	Continuity of Service	40%	4	100,00%	40,00	2	50,00%	20.00
Q2	Fair Work	40%	4	100.00%	40,00	2	50.00%	20.00
Q3	Approach to Working with Clients	20%	. 4	100.00%	20.00	2	50.00%	10.00
Г			Overall Cultur	al Fit Score	100,00	Overall Cultur	al Fit Score	50.00

- Supplier A Weighted Overall Cultural Fit Score = 100 x 5% = 5
- Supplier B Weighted Overall Cultural Fit Score = 50 x 5% = 2.5

#### **Evaluation of Commercial Bid (Prices)**

- 46. The Commercial requirements for this tender carry an overall weighting of **30**%. The weightings allocated to price within the Commercial Requirements are shown at paragraph 33 above.
- 47. The assessment of the Commercial response will be evaluated using the following formulae:

#### Weighted Section Score:

((minimum price/Supplier's price) x section weighting) x 100): the minimum price bid for each Section of ITT Schedule 2, Part 3, Pricing Schedule will be awarded the maximum Weighted Section Score and all other prices bid will receive a Weighted Section Score proportionate to the maximum Weighted Section Score.

#### Weighted Sub-Criteria Score:

((minimum price/Supplier's price) x sub criteria weighting) x 100): the minimum price bid for each Sub Criteria within the Rate Card Price Section will be awarded the maximum Weighted Sub Criteria Score and all other prices bid will receive a Weighted Sub Criteria Score proportionate to the maximum Weighted Sub Criteria Score.

#### Rate Card Weighted Section Score:

The sum of all Weighted Sub-Criteria Scores shall be the Rate Card Weighted Section Score.

#### Total Sections Score:

For each Supplier the sum of their four Weighted Section Scores (including the Rate Card Weighted Section Score) shall be their Total Sections Score.

## Weighted Total Sections Score:

The Price weighting (30%) shall then be applied to each Total Section Score to calculate each Supplier's Weighted Total Section Score.

#### For example:

A Price (Weighting 30%)	Sub Criteria	Sub Criteria Weighting %	Section Weighting %	Supplier A	Supplier B
Price Section					
1. Rate Card			40.00%		
	2.1 Scrum Master	9.50%		£200	£1
	Weighted Sub-Criteria Score	e		4.75	9.
	2.2 Lead Consultant	5.00%		£100	£2
	Weighted Sub-Criteria Score	e		5.00	2
	2.3 User Researcher	9.50%		€200	£1
	Weighted Sub-Criteria Scon	ē		4.75	9
	2.4 Business Analyst	9.50%		£200	£1
	Weighted Sub-Criteria Score	e		4.75	9
	2.5 Technical Architect	9.50%	-	€200	£
	Weighted Sub-Criteria Score	e		4,75	9
	2.6 UX Designer	9.50%		£200	£
	Weighted Sub-Criteria Score	e		4.75	9
	2.7 Content Designer	9.50%		£200	£
	Weighted Sub-Criteria Score	e		4.75	9
	2.8 Software Developer	9.50%		€200	£
	Weighted Sub-Criteria Score	e	"	4.75	- 5
	2.9 Test Analyst	9.50%		£200	£
	Weighted Sub-Criteria Score	e		4.75	9
	2.10 Data Architect	9.50%		£200	£
	Weighted Sub-Criteria Score	ə		4.75	9
	2.11 Security Lead	9.50%		£200	£
	Weighted Sub-Criteria Score	e		4.75	9
I. Rate Card Weighted Section Score				21.00	39
P. Total Maximum Price			50.00%	£200	£
2. Weighted Section Score				25,00	50
. Case Study			10.00%	£200	£
. Weighted Section Score				5,00	10
Total Sections Score				51.00	99

#### Commercial Score:

The Supplier with the highest compliant Total Sections Score shall be awarded a Commercial Score of 100. All other compliant Suppliers shall be awarded a Commercial Score which is proportionate to the Supplier with the highest compliant Total Sections Score. Total Sections Scores shall then be expressed as a percentage of the 30% allocated to the Commercial Bids (Price). For example:-

In the scenario below Supplier B has the highest compliant Total Sections Score of 99.00 (table above refers).

i.e.

Supplier B Commercial Score = 30% (i.e.  $100 \times (99.00 / 99.00) \times 30\%$ )

Supplier A Commercial Score = 15.46% (i.e. 100 x (51.00 / 99.00) x 30%)

### Calculating Your Overall Final Score (Combined Score)

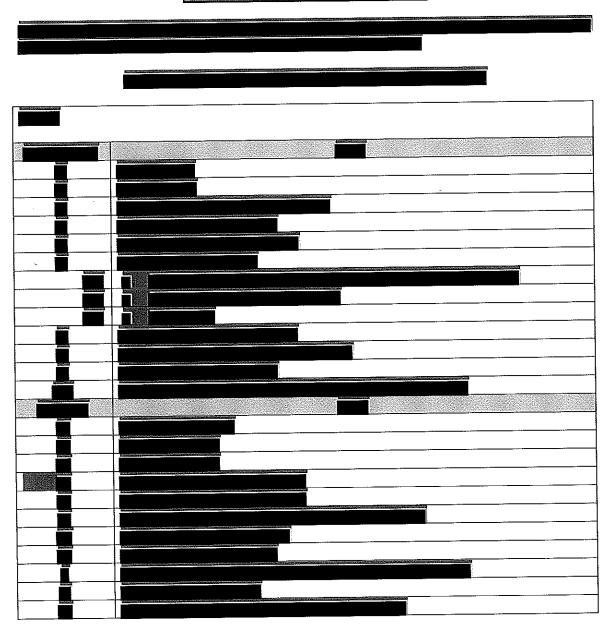
48. To calculate the Overall Final Score for each Supplier the Quality, Cultural Fit and (Commercial) Price scores will be added together. The Supplier with the Highest Overall Final Score will be awarded the contract.

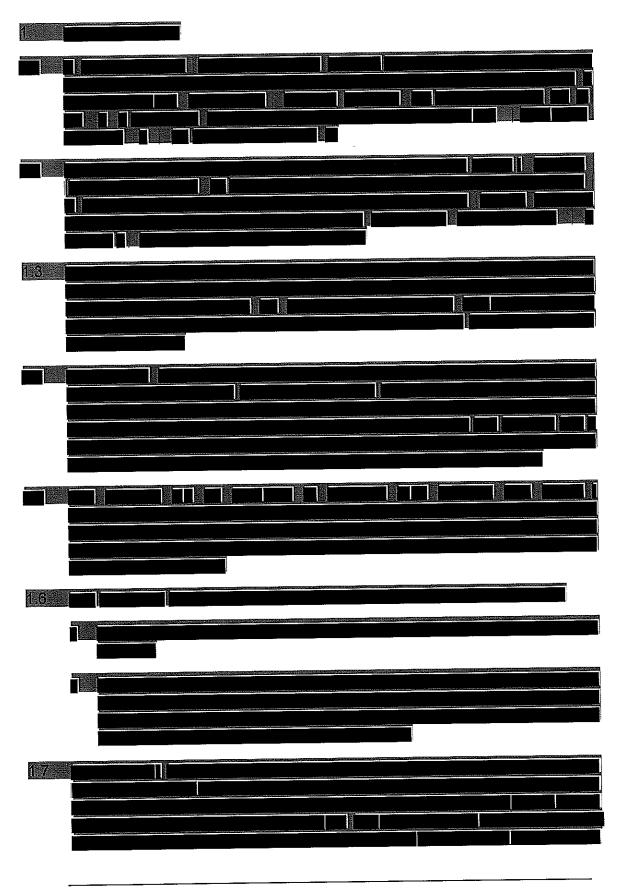
	Quality	Cultural Fit	Commercial (Price)	Overall Final Score
Supplier A	65.00	5.00	15.46	85.46
Supplier B	32.50	2.50	30.00	65.00

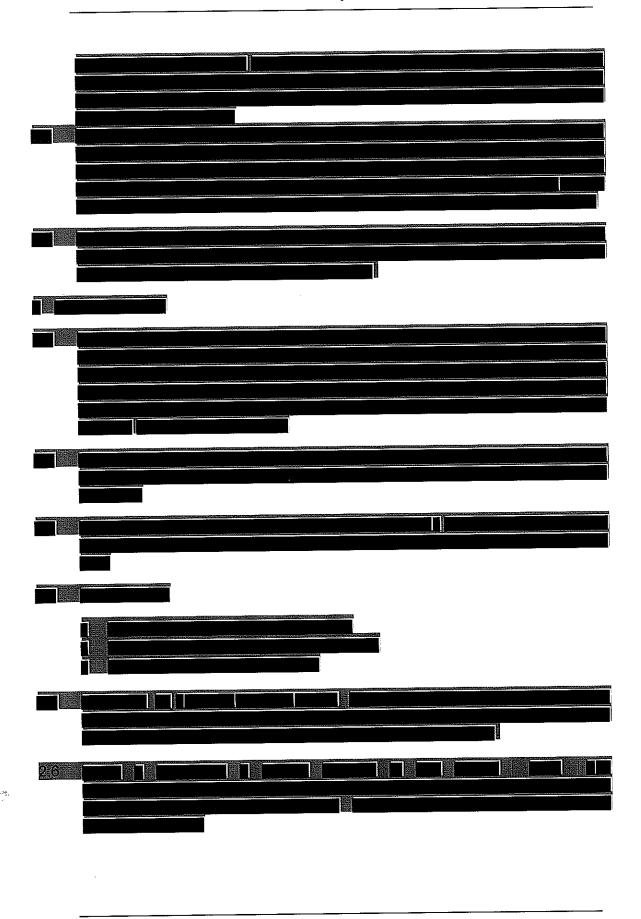
 In this example although Supplier A has the lower Commercial (Price) score (the higher price), overall Supplier A provided the most economically advantageous tender (by providing a higher combined Overall Final Score with regards to Technical Requirements, Cultural Fit Requirements and Commercial (Price).

# Scialedules

## STATEMENT OF REQUIREMENTS







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