



## **Office Equipment**

### **Instructions to Tenderers**

**Tender Reference: SP-16-013**

**Tender Return Date: 3pm on Friday 10 March 2017**

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## 1. Background

Located within the Scottish Procurement & Commercial Directorate of the Scottish Government, Scottish Procurement (the Authority) is the organisation tasked with developing and implementing collaborative procurement strategies for national Category A commodities on behalf of Scottish public bodies.

The Authority aims to deliver sustainable procurement outcomes and value for money through effective collaboration within the Scottish public sector and compliance with the aims and objectives Public Procurement Reform Programme.

For the purpose of this Invitation to Tender, the procurement process is being led by the Authority and involves the use of a User Intelligence Group (UIG) comprising Procurement and IT representatives from across the Scottish public sector to inform the Procurement Strategy, define the requirements and play an integral role in Contractor selection. This will ensure that the needs of the Scottish public sector are well represented throughout the tender process. The Authority is keen that all potential Contractors, including SMEs, are given an equal opportunity to compete for public contracts.

Scottish public bodies will be encouraged to use the framework as part the Public Procurement Reform Programme and Digital Public Services Strategy.

## 2. Framework Requirement

The Authority wishes to award a Framework Agreement for the provision of Office Equipment Goods, Services and associated Software. The Framework will be tendered over one Lot, with up to 8 Contractors appointed to the Framework.

The Framework term is an initial term of 24 months with the option of 2 further 12 month extension periods, to a date falling no later than 4 years from the Commencement Date, which may be exercised wholly at the discretion of the Authority, based on Framework performance and the demonstration of continued value for money.

## 3. Framework Award & Start Date

It is anticipated that the Framework will be awarded in May 2017. Commencement of supply to Framework Public Bodies is required no later than 3 June 2017.

## 4. Framework Utilisation

The current National Framework for Office Equipment has been successful in attracting significant levels of uptake across Scottish public sector. It provides an easy route to market, value for money and further effective competition between framework Contractors particularly for more complex, higher value requirements.

In the period from 3 June 2013 until 30 June 2016, spend was c. £16.7m, generating savings of c. £5.7m. A total of 63 mini competitions have been conducted through the Framework and, as these individual contracts will run beyond the expiry of the current Framework Agreement, spend and savings are expected to be considerably higher than that stated above.

Detailed historical information is provided in Annex C.

The objective of the new Framework is to build on the benefits delivered by the current agreement, and provide a range of best in class, future proofed products and services, ensuring choice, flexibility and value for money throughout the term of the Framework Agreement;

## **5. Contracting Arrangements**

It is important that tender responses convey a complete and accurate picture of how the Authority's minimum requirements for legal, economic and technical capacity, as set out in the tender documentation, will be satisfied.

Contractors may bid and fulfil their obligations in a direct capacity, or appoint a sub-contractor or Consortia to fulfil obligations on their behalf. Tenders must be completed by the Prime Contractor, or in the case of a Consortium, the Contractors that will ultimately enter into a Framework Agreement with the Authority and therefore assume liability for performance of the Framework Agreement.

Where either approach is adopted, the following guidance set out below must be followed:

### **5.1. Sub-contracting Proposals**

Contractors, who rely on the capability and/or experience of one or more sub-contractors to demonstrate their ability to provide the Goods or Services in accordance with the requirements of the Framework Agreement, must inform the Authority in their tender response. Any Contractor using this approach should indicate that it is a 'Prime Contractor' for the purposes of responding to the relevant question(s) in the Qualification Envelope.

Contractors must identify within the Qualification Envelope where they intend to sub-contract any aspect of the contract to third parties. A separate ESPD must be completed for each of the sub-contractors named. Contractors should also ensure that any listed subcontractors are also registered on PCS-Tender.

Contractors are also required to disclose full details of the sub-contractors who directly contribute to their ability to meet their obligations under the Framework Agreement, including under any Call-off Contract, in Schedule 10 (Approved Sub-contractors) of the Framework Agreement terms.

### **5.2. Consortium Proposals**

Where a group of Contractors wish to act jointly to provide the Goods, Services and associated Software they may do so:

- (a) With all parties signing the resultant Framework Agreement and assuming joint and several responsibility for the performance of the Framework Agreement including any Call-off Contract. Please note that in accordance with Regulation 20, the Authority may require the Consortium to form a single legal entity for the satisfactory performance of the Framework Agreement and any Call-off Contracts; or
- (b) using a separate entity (often referred to as a Special Purpose Vehicle or 'SPV') who will ultimately enter into a Framework Agreement with the Authority. Please note that if the SPV does not exist yet or has a limited trading history, it is likely that

the Consortium members will need to nominate a guarantor for the SPV's performance of the Framework Agreement.

The Consortium should nominate a Lead Contact to lead the bidding process. If the SPV exists, then the Lead Contact should lead and complete the tender as the SPV. If the SPV does not yet exist or the Consortium plans to collaborate on a joint and several basis, then the Consortium should nominate a Lead Contact to complete the tender on behalf of all the Consortium members.

Where the Contractor relies on the capability and/or experience of one or more Consortium members in its tender to demonstrate the Consortium's ability to provide the Goods in accordance with the requirements of the ITT and the Framework Agreement it must inform the Authority in the Qualification Envelope.

### 5.3. Changes to Contracting Arrangements

The Authority recognises that arrangements in relation to sub-contracting and Consortia may be subject to occasional change. Contractors should therefore respond in light of such arrangements as are currently envisaged. Contractors are reminded that any future change in relation to sub-contracting arrangements must be notified to the Authority at the earliest opportunity.

## 6. Tender Return Date

Contractors should begin to complete their response before the deadline date, as completing answers and uploading documents can be very time consuming. The Authority does not have access to responses until after the submission date. Please allow sufficient time prior to the submission deadline to complete the tender. The closing date and time for submission of tender responses is **3pm on Friday 10 March 2017**.

## 7. Late Tenders

The date and time of receipt of your submitted Tender is the date and time shown on the e-Tendering system (Public Contracts Scotland – Tender, referred to as PCS-Tender) receipt.

The Authority may not undertake to consider tenders received after **3pm on Friday 10 March 2017**. No extension of time will be granted if technology does not allow you to submit your tender by the due date and time unless it is a failure that is subsequently identified as a failure of the PCS-Tender system.

## 8. Tender Costs

Contractors must bear all costs incurred in the preparation and submission of tender documents. Additionally, it is the responsibility of the Contractor to obtain for themselves at their own expense any additional information necessary for the preparation of their tender.

## **9. Confidentiality & Freedom of Information**

All information supplied by the Authority in connection with the Invitation to Tender shall be treated as confidential by Contractors except that such information may be disclosed for the purpose of obtaining sureties and quotations necessary for the preparation and submission of the tender.

All information submitted to the Authority may need to be disclosed and/or published by the Authority. Without prejudice to the foregoing generality, the Authority may disclose information in compliance with the Freedom of Information (Scotland) Act 2002, (the decisions of the Authority in the interpretation thereof shall be final and conclusive in any dispute, difference or question arising in respect of disclosure under its terms), any other law, or, as a consequence of judicial order, or order by any court or tribunal with the authority to order disclosure.

Further, the Authority may also disclose all information submitted to them to the Scottish or United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in Scotland or the United Kingdom, and their servants or agents. When disclosing such information to either the Scottish Parliament or the United Kingdom Parliament it is recognised and agreed by both parties that the Authority 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.

Accordingly, if Contractors consider that any of the information included in their tender document is commercially confidential please provide details in Schedule 7 (Contractor Sensitive Information), explaining 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, the Authority may disclose this information where they see fit. Receipt by the Authority of any material marked "confidential" or equivalent should not be taken to mean that the Authority accept any duty of confidence by virtue of that marking.

Contractors are advised that their tender submissions may be reproduced by the Authority and that no further indication or request will be made. Such reproduction will be for use by the Authority solely in connection with this procurement exercise.

The Authority may publish, on the Scottish Government website, the names and contact details of companies who have been issued with an Invitation to Tender.

## **10. Submission of Tenders**

All tender documentation, including a System Guidance document, can be found within the Buyer Attachments area in PCS-Tender.

A number of the Framework Schedules are stored as individual documents within the Buyer Attachments area. When creating the final contract documentation, these will be combined with the Framework Agreement and Contractor response documents to form the final agreement for signature.

The Supplier Response Guide document provides full details of how to use the PCS-Tender system to access the supporting documents and complete the Invitation to Tender questionnaires (qualification, technical and commercial). Further information and help on using the PCS-Tender system can be found at:

<https://www.publictendersscotland.publiccontractsscotland.gov.uk/supplierhelppage/>

All information requested, and to be returned with your tender submission, must be provided as per the instructions in the tender documentation. All information should be provided in the order and format indicated.

Mandatory questions are indicated with a red asterisk (\*) in PCS-Tender. You will be unable to submit your final response until ALL mandatory questions have been completed. All questions should be answered using the document titled '*ITT – Schedule 1b (Technical Response) – Office Equipment*' which should then be uploaded to the question titled 'Technical Response' in Section 2.1 of PCS-Tender, question 3. Please ensure you have answered all of the questions in the document before uploading and submitting your response. The 'Technical Response' question has been set as mandatory so the system will not allow you to submit your tender without first attaching your response document.

The Technical Response document contains questions relating to the Framework Agreement and supporting Schedules. Please enter your response to each question within the boxes provided. These will expand to accommodate your full response, however, Contractors should aim to keep their answers as concise as possible.

All other questions in the Technical Envelope of PCS-Tender are in the system to allow the evaluators to score each response individually.

Your tender must be saved and submitted through the PCS-Tender system at <https://www.publictendersscotland.publiccontractsscotland.gov.uk>. The date and time of receipt of your lodged tender is the date and time shown on the PCS-Tender system receipt.

Any attachments to be added into the PCS-Tender system must be virus checked using up-to-date virus software, with any viruses found removed, before uploading into the system.

If you are unable to submit a tender using the PCS-Tender system, you are requested to advise the contact detailed in the contract notice no later than 7 calendar days prior to the tender submission deadline.

Any tender that is not in accordance with all the requirements herein and in the Invitation to Tender documentation may not be considered.

The Authority shall not be liable for the loss, damage or destruction of files submitted via the PCS-Tender system, howsoever caused. Corruption or issues regarding readability of files submitted via the PCS-Tender system will not be discovered by the Authority until after the tender submission deadline.

Contractors are responsible for ensuring that they have completed the tender fully and accurately and that prices quoted are arithmetically correct for the units stated. It is the responsibility of all Contractors to ensure that their tender is received in full not later than the appointed time. The Authority may undertake not to consider tenders received after that time.

The Authority is not bound to accept the lowest priced or any tender.

## **11. Questions During Tendering Period**

Prior to return of tender submissions, Contractors may submit questions relating to the Invitation to Tender via the Messages area of the PCS-Tender system. The closing date for raising questions is **5pm on Wednesday 1 March 2017**. Responses to all questions will be posted for all Tenderers as soon as possible after receipt and will aim to do so by close of business on **Friday 3 March 2017**.

## **12. Conflict of Interest**

Contractors must notify the Authority if an actual or potential conflict of interest exists or arises in connection with their tender.

## **13. Language & Currency**

Tenders must be submitted in the English Language and priced in pounds sterling (£) exclusive of VAT. Contractors are required to provide details on the currency and impact of exchange rate within question 6.3 (Economic Conditions) of their Technical Response.

## **14. Mandatory Standstill Period**

A mandatory Standstill Period will be undertaken between notification of the successful Contractor and the Framework Award.

## **15. Accuracy of Material**

We have taken all reasonable care to ensure that the information contained in this Invitation to Tender is true and accurate in all material aspects. However, we do not accept any responsibility for the information contained herein or in any other document or its accuracy or completeness and such persons shall not be liable or any loss or damage arising as a result of such information or any subsequent communication. Only the express terms of any written contract, as and when it is executed, shall have any contractual effect in connection with those matters to which this documentation relates.

## **16. Period of Offer Validity**

Tenders shall remain valid and open for acceptance for 9 months after the tender submission deadline.

In exceptional circumstances, the Authority's point of contact may request that the Contractor extend the validity period for a specified additional period. Except for manifest error or as may otherwise expressly be agreed by both the Authority and the Contractor, the contents of submitted Tenders will be deemed to be binding upon the Contractor and open for acceptance by the Authority for the duration of the validity period. The Contractor is therefore cautioned to verify its proposal before submission to the Authority since it is the Contractor's responsibility to ensure that a full appreciation, understanding and comprehension of the Goods, Services and associated Software required, stated or implicit has been achieved prior to Tender submission.

No claims will be accepted for items that arise from the Contractor's failure to meet these requirements.

## 17. Tender Evaluation

Evaluations of the proposals will be led by the Authority in collaboration with representatives from across the Scottish public sector to determine the 'Most Economically Advantageous Tender'. The evaluation criteria will include emphasis on quality as well as price. The aim of the evaluation is to select the tenders which represent the best long term value for money. The analysis will ensure that Contractors have met the criteria set down in the tender documentation.

All tender responses will first be checked for completeness and accuracy by the Authority. Contractors may be excluded from this competition if they are in any of the situations referred to in Regulation 58 of the Public Contracts (Scotland) Regulations 2015 and this has been identified in the Qualification Envelope.

Only information provided as a direct response to the Invitation to Tender will be evaluated. Contractors should not embed documents or URLs in the document *ITT – Schedule 1b (Technical Response) – Office Equipment*, as these will not be evaluated. **Information to be considered as part of the evaluation process should be uploaded into PCS-Tender in the original word document provided in Section 2.1, question 3.** Information and detail which forms part of general company literature or promotional brochures, etc. will not form part of the evaluation process. Marketing material should not be included.

Different sections of tender responses may be evaluated by different panel members. In answering a question, Contractors should not refer to answers given elsewhere in the tender e.g. the Qualification Envelope but should repeat information where it is felt necessary to fully answer a question. Please note Commercial or Qualification information should not be provided within the technical response document *ITT – Schedule 1b (Technical Response) – Office Equipment*.

The Authority reserves the right to conduct clarification using the Message area in PCS-Tender, in writing or via meetings, audits or site visits with Contractors to clarify aspects of their bid.

## 18. Evaluation Requirements

In order to be considered for award, Contractors must:

- Read all of the tender documents contained within the Buyer Attachments area in PCS-Tender.
- Complete the Qualification Envelope and upload any attachments within PCS-Tender.
- Complete all mandatory questions within the Technical Envelope, highlighted with a red asterisk and upload the following documents:
  - *ITT – Form of Tender – Office Equipment*
  - *ITT – Schedule 7 (Contractor Sensitive Information) – Office Equipment*
  - *ITT – Schedule 10 (Approved Sub-contractors) – Office Equipment*
- Complete and upload the document *ITT – Schedule 1b (Technical Response) – Office Equipment* within the Technical Envelope of PCS-Tender.
- Complete and upload the document *ITT – Schedule 2 (Pricing) - Basket of Products for Evaluation - Office Equipment*.

- Complete and upload all of the other documents within the Commercial Envelope of PCS-Tender:
  - *ITT – Schedule 2 (Pricing) – Principal Catalogue: Goods – Office Equipment*
  - *ITT – Schedule 2 (Pricing) – Principal Catalogue: Leasing – Office Equipment*
  - *ITT – Schedule 2 (Pricing) – Principal Catalogue: Rates – Office Equipment*
  - *ITT – Schedule 2 (Pricing) – Principal Catalogue: Software – Office Equipment*
  - *ITT – Schedule 2 (Pricing) – Principal Catalogue: VHV – Office Equipment*

## 19. Tender Evaluation Process

The evaluation will be conducted in 3 steps as follows:

The **first step** will be to check that a Tender is compliant, in that it has been submitted in accordance with these Instructions to Tenderers. Any Contractor failing to comply with these instructions may be eliminated from the procurement. Within this stage is an evaluation of the Qualification Envelope within PCS-Tender. Full details of the Qualification questions are embedded within PCS-Tender. A number of questions within the Qualification Envelope can prevent your submission progressing to the Technical and Commercial evaluation. Please read the bidders guidance notes for each section and take care selecting your response. Also ensure you upload all relevant documents for questions that ask for additional attachments.

The **second step** will be an evaluation of each answer in the Technical Envelope within PCS-Tender. Failure to answer all questions contained in the document *ITT – Schedule 1b (Technical Response) – Office Equipment* within the Technical Envelope of PCS-Tender will reduce the maximum score available. **Please note the questions are also displayed in PCS-Tender, but are not required to be completed by the Contractors. These will be used by the evaluators to record their scores for each question**

Contractors are required to formally acknowledge and confirm their ability to meet the requirements contained within the document *ITT – Schedule 1a (SoR & KPIs) – Office Equipment*, and confirm their ability to abide by the Framework Agreement terms and conditions, directly into PCS-Tender.

Contractors who do not accept these requirements may be rejected as non-compliant and not considered further in this procurement exercise.

The Technical Envelope of PCS-Tender will explore the provision of particular services may be enhanced and provide the opportunity for Contractors to demonstrate where they can introduce process improvements and cost efficiencies, which will deliver an overall reduction in the total cost of ownership.

The **third step** will be an evaluation of each submission in the Commercial Response Envelope within PCS-Tender. The Commercial Response will be evaluated independently from the Qualification and Technical Responses.

## 20. Tender Evaluation Scoring

The evaluation panel will score the Contractors' responses to the Technical Response electronically through PCS-Tender, against a pre-determined scoring and weighting criteria.

Each section contains a number of questions with a combined score of 100. Questions have different weightings to reflect their importance. Each section is weighted to a combined total of

100%. The document *ITT – Schedule 1b (Technical Response) – Evaluation Criteria – Office Equipment* has been provided in the Supplier Attachments area which details the score and weighting for each question and section. Evaluators will award a score as per the criteria detailed over:

0% Unacceptable	Nil or inadequate response. Fails to demonstrate an ability to meet the requirement.
25% Poor	Response is partially relevant and poor. The response addresses some elements of the requirement but contains insufficient/limited detail or explanation to demonstrate how the requirement will be fulfilled.
50% Acceptable	Response is relevant and acceptable. The response addresses a broad understanding of the requirement but may lack detail on how the requirement will be fulfilled in certain areas.
75% Good	Response is relevant and good. The response is sufficiently detailed to demonstrate a good understanding and provides details on how the requirements will be fulfilled.
100% Excellent	Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full.

Scoring is rounded to 3 decimal places across the PCS-Tender system.

## 21. Evaluation Criteria

The overall award criteria will be based on 60% Quality (Technical) and 40% Price (Commercial).

The quality response will be scored out of 100% and each section has an overall weighting as shown below:

**Quality - 60%**

Section	Question Weighting	Section Weighting
<b>1. INSTRUCTIONS</b>	0%	0%
<b>2. FRAMEWORK AND ACCOUNT MANAGEMENT</b>		
2.1 Framework Management	30%	15%
2.2 Implementation Services	25%	
2.3 Improvement Initiatives	25%	
2.4 Exit Management	20%	
<b>3. SERVICE DELIVERY AND SUPPORT</b>		
3.1 Support Delivery across the geography of Scotland	30%	40%
3.2 Engineering Coverage	30%	
3.3 Hours of Service & Response Times	20%	
3.4 Helpdesk Support & Preventative Maintenance	20%	
<b>4. MANAGED PRINT SERVICES</b>		
4.1 Managed Print Service Provision	60%	15%
4.2 Legacy Equipment	40%	
4.3 Non-mandatory MPS Requirements	0%	
<b>5. SECURITY &amp; SOLUTIONS</b>		
5.1 Security	60%	15%
5.2 Device Testing & Evaluation	40%	
5.3 Hosted Print	0%	
<b>6. FINANCIAL OPTIONS</b>		
6.1 Fleet Flexibility	100%	2.5%
6.2 Alternative Pricing	0%	
6.3 Economic Conditions	0%	
<b>7. CORPORATE SOCIAL RESPONSIBILITY</b>		
7.1 Environmental	20%	12.5%
7.2 Social & Ethical Responsibility	20%	
7.3 End of Life Management	20%	
7.4 Packaging and Waste	20%	
7.5 Workforce Matters	20%	

The scores awarded will be based on the evidence submitted in the tender submissions. Each evaluator will evaluate submissions in isolation of the other evaluators. Each evaluator will award a score of 0, 25, 50, 75 or 100 for each question, in accordance with the methodology detailed in section 19 above. The PCS-Tender system will calculate the mean average of all evaluators scores for each question.

Each Contractor's score will be calculated by taking the arithmetical mean average score for each question, multiplied by the question weighting and the section weighting. The final score

will be the sum of the Total Weighted Question Scores, multiplied by the Quality (Technical) Award Criteria Weighting (60%) to give the Overall Quality (Technical) Score.

Once each evaluator has independently evaluated the tender submissions, a Moderation Meeting will be held between the evaluators. This meeting takes place to ensure that the questions and answers have been understood in the same way by the different evaluators.

For the avoidance of doubt, the only way a Contractor can achieve all of the marks available for the quality evaluation is if the arithmetical mean average score for every question in the Technical Questionnaire is 100. In this circumstance, the Contractor will achieve an Overall Quality (Technical) Score of 60. A worked example is provided in [Annex A](#).

## 22. Price (Commercial) Evaluation

### Price - 40%

Full details on the price evaluation are contained in [Annex B](#).

The Authority's commercial evaluation will focus on the price competitiveness of tender submissions based on the identified Multi-functional Devices (MFDs) against the demand profiles provided in the document *ITT – Schedule 2 (Pricing) – Basket of Products for Evaluation - Office Equipment*.

Contractors must download, complete and upload the documents *ITT – Schedule 2 (Pricing) – Basket of Products for Evaluation - Office Equipment*. The Contractor with the lowest overall weighted price taken from cell C4 on the worksheet Framework Pricing will be awarded the full percentage score (40%). All other Contractors will be awarded a score proportionate to that of the highest score. This will be calculated as follows:

Price Score = [Lowest Tenderer's Weighted Price / Tenderer's Weighted Price x 100] x 40%

Due to the size, scale and complexity of the Office Equipment portfolio we have focussed on the most commonly procured requirements and financial options and Framework Public Bodies will undertake further value for money assessments for their particular requirements through further competition after framework award.

Contractors must also download, complete and update all of the other documents which will form the basis of the successful Contractors Principal Catalogue and which will also be used to validate the evaluated product pricing, namely:

- ITT – Schedule 2 (Pricing) – Principal Catalogue: Goods – Office Equipment
- ITT – Schedule 2 (Pricing) – Principal Catalogue: Leasing – Office Equipment
- ITT – Schedule 2 (Pricing) – Principal Catalogue: Rates – Office Equipment
- ITT – Schedule 2 (Pricing) – Principal Catalogue: Software – Office Equipment
- ITT – Schedule 2 (Pricing) – Principal Catalogue: VHV – Office Equipment

## 23. Total Score & Award

Contractor's quality (technical) score and price (commercial) score will be combined to give a total percentage score.

**For the avoidance of doubt, the only way a Contractor can achieve all of the marks available for the Combined Score is if the arithmetical mean average score for every question in the Technical Response is 100 AND they are the Contractor with the maximum available Price Score. A worked example is provided in Annex B.**

## ANNEX A – Example Quality Score

There are no scores awarded at the Qualification stage, however, Contractors who fail to meet the required criteria can be excluded from further evaluation stages.

### Quality (Technical) Evaluation

The questions in section 5 have been used in this example:

Question	Question Weighting	Section Weighting	Overall Maximum Weighted Score per Question
5.1 Security	60%	15%	9.0%
5.2 Device Testing & Evaluation	40%		6.0%
5.3 Hosted Print	0%		0%

The Evaluator scores below are for illustrative purposes only.

Question	Evaluator 1	Evaluator 2	Evaluator 3	Mean Average	Question Weighting	Section Weighting
5.1	75%	50%	50%	$(75+50+50) / 3 = 58.333$	$58.33 * 60% = 35.000$	$34.40 * 15% = 5.250$ (max 9)
5.2	75%	50%	75%	$(75+50+75) / 3 = 66.667$	$66.66 * 40% = 26.667$	$26.67 * 15% = 4.000$ (max 6)
5.3	100%	75%	75%	$(100+75+75) / 3 = 83.333$	$83.33 * 0% = 0$	$0 * 15% = 0$ (max 0)

Total score for section 5 is  $5.250 + 4.000 + 0.000 = 9.250$  (maximum available 15)

The spread sheet titled *ITT – Schedule 1b (Technical Response) – Evaluation Criteria – Office Equipment* provides details on the maximum score available for each question.

## **ANNEX B – Commercial Evaluation**

### **1. General Overview**

The following documents must be completed and attached in PCS-Tender:

- ITT – Schedule 2 (Pricing) – Basket of Products for Evaluation – Office Equipment
- ITT – Schedule 2 (Pricing) – Principal Catalogue: Goods – Office Equipment
- ITT – Schedule 2 (Pricing) – Principal Catalogue: Leasing – Office Equipment
- ITT – Schedule 2 (Pricing) – Principal Catalogue: Rates – Office Equipment
- ITT – Schedule 2 (Pricing) – Principal Catalogue: Software – Office Equipment
- ITT – Schedule 2 (Pricing) – Principal Catalogue: VHV – Office Equipment

The documents are located within the Buyer Attachment areas of PCS-Tender.

The key element of evaluating the price competitiveness of the tender submissions will be based on the identified Multi-functional Devices (MFDs) Mono and Colour, against the demand profiles provided in Annex C below.

All products proposed under this Framework Agreement will form the basis of the Principal Catalogue as detailed in Section 6 of the document *ITT – Schedule 1a (SoR & KPIs) – Office Equipment*.

Pricing for MFD Mono and MFD Colour in the document *ITT – Schedule 2 (Pricing) – Basket of Products for Evaluation – Office Equipment* must be the same as those entered in the document *ITT – Schedule 2 (Pricing) – Principal Catalogue: Goods – Office Equipment*.

### **2. Basket of Products**

For the purpose of the Commercial Evaluation, we have used actual Management Information (MI) provided by the suppliers on the current Office Equipment Framework.

Suppliers are required to submit biannual data for each MFD device procured through the Framework. At the time of preparing this tender, the Authority has MI for 6 periods as below:

- June 2013 – December 2013
- January 2014 – June 2014
- July 2014 – December 2014
- January 2015 – June 2015
- July 2015 – December 2015
- January 2016 – June 2016

The MI has been used to provide actual usage for each of the MFD devices to be evaluated in the document *ITT – Schedule 2 (Pricing) – Basket of Products for Evaluation – Office Equipment*.

#### 2.1. MFD Mono

In column V, the 'No. of machines over 6 periods' represents the total number of devices for the given speed rating procured through the current Office Equipment Framework, and shown in the table below:

Speed Band	No. of machines over 6 periods
<=20	19
21-30	1062
31-40	1188
41-50	323
51-60	83
60+	184

In column X, the 'Total Print Volume over 6 periods' represents the total number of pages printed over the 6 periods, and shown in the table below:

Speed Band	Total Print Volume over 6 periods
<=20	261,495
21-30	35,972,757
31-40	34,112,481
41-50	37,554,703
51-60	18,632,509
60+	91,020,390
<b>Grand Total</b>	<b>217,554,335</b>

In column Z, the 'Annual Copy Cost' per machine has been calculated as below:

$$\frac{[(Total\ Print\ Volumes * Contractors\ Submitted\ Cost\ per\ Copy\ Mono) / 3] / No.\ of\ Machines\ over\ 6\ periods}$$

Columns AB through to AP show the 'Scottish public sector historic buying split %' broken down into the following procurement options:

- Capital Purchase
- 3 Year Lease
- 4 Year Lease
- 5 Year Lease

and as shown in the table overleaf:

Speed Band	Capital Purchase		Lease					
			3		4		5	
	MFD Mono	%	MFD Mono	%	MFD Mono	%	MFD Mono	%
<=20	6	31.58%	8	42.11%	0	0.0%	5	26.32%
21-30	230	21.66%	319	30.04%	149	14.03%	364	34.27%
31-40	212	17.85%	73	6.14%	100	8.42%	803	67.59%
41-50	75	23.22%	99	30.65%	37	11.46%	112	34.67%
51-60	3	3.61%	33	39.76%	2	2.41%	45	54.22%
60+	21	11.41%	59	32.07%	7	3.80%	97	52.72%

The Framework Agreement Total Machine Price for each procurement option is calculated as below:

**Capital Purchase**

*(No. of Machines over 6 periods \* procurement option %) \* Contractors' submitted price*

**Lease**

*(No. of Machines over 6 periods \* procurement option %) \* (Contractors' submitted price\*4) \* Procurement Option Lease term in years<sup>1</sup>*

<sup>1</sup> This figure will be 3, 4 or 5 dependent on the lease option being calculated

The Framework Agreement Total Service Price for each procurement option is calculated as below:

*((No. of Machines over 6 periods \* procurement option %) \* Annual Copy Cost)) \* No. of Years<sup>2</sup>*

<sup>2</sup> where the No. of Years represents the total period (i.e. 3 for a 3 year lease, 5 for Capital Purchase). An assumption has been made that the typical period of service cost for a mono device which has been Capital Purchased will be 5 years.

Columns AR through to AV total each of the procurement option columns, with an Overall Framework Total in cell AV49. This value is passed through to the Framework Pricing worksheet for MFD Mono.

2.2. MFD Colour

In column W, the 'No. of machines over 6 periods' represents the total number of devices for the given speed rating procured through the current Office Equipment Framework, and shown in the table below:

Speed Band	No. of machines over 6 periods
<=20	316
21-30	1106
31-40	1006
41-50	1036
51-60	194

In columns Y through to AA, the 'Total Print Volume over 6 periods' represents the total number of pages printed over the 6 periods, for Mono and Colour, and shown in the table below:

Speed Band	Total Print Volume over 6 periods - Mono	Total Print Volume over 6 periods - Colour
<=20	15,214,966	5,099,579
21-30	28,293,353	8,573,726
31-40	50,698,267	14,052,409
41-50	66,503,063	17,945,156
51-60	15,298,604	6,601,104

In columns AC through to AE, the 'Annual Copy Cost', for Mono and Colour per machine, has been calculated as below:

$[(Total\ Print\ Volumes * Contractors\ Submitted\ Cost\ per\ Copy\ Mono) / 3] / No.\ of\ Machines\ over\ 6\ periods$

$[(Total\ Print\ Volumes * Contractors\ Submitted\ Cost\ per\ Copy\ Colour) / 3] / No.\ of\ Machines\ over\ 6\ periods$

Columns AG through to AU show the 'Scottish public sector historic buying split %' broken down into the following procurement options:

- Capital Purchase
- 3 Year Lease
- 4 Year Lease
- 5 Year Lease

and as shown in the table below:

Speed Band	Capital Purchase		Lease					
	MFD Mono	%	3		4		5	
	MFD Mono	%	MFD Mono	%	MFD Mono	%	MFD Mono	%
<=20	99	31.33%	48	15.19%	5	1.58%	164	51.90%
21-30	192	17.36%	224	20.25%	105	9.49%	585	52.90%
31-40	93	9.24%	177	17.59%	140	13.92%	596	59.25%
41-50	220	21.24%	471	45.46%	76	7.34%	269	25.96%
51-60	21	10.82%	95	48.97%	18	9.28%	60	30.93%

The Framework Agreement Total Machine Price for each procurement option is calculated as below:

#### Capital Purchase

*(No. of Machines over 6 periods \* procurement option %) \* Contractors' submitted price*

#### Lease

*((No. of Machines over 6 periods \* procurement option %) \* (Contractors' submitted price\*4)) \* Procurement Option Lease term in years<sup>1</sup>*

<sup>1</sup> This figure will be 3, 4 or 5 dependent on the lease option being calculated

The Framework Agreement Total Service Price for each procurement option is calculated as below:

*[(Annual Copy Cost for Mono + Annual Copy Cost for Colour) \* (No. Machines over 6 periods \* procurement option %)] \* No. of Years<sup>2</sup>*

<sup>2</sup> where the No. of Years represents the total period (i.e. 3 for a 3 year lease, 5 for Capital Purchase). An assumption has been made that the typical period of service cost for a mono device which has been Capital Purchased will be 5 years.

Columns AW through to BA total each of the procurement option columns, with an Overall Framework Total in cell BA42. This value is passed through to the Framework Pricing worksheet for MFD Colour.

### 2.3. Framework Pricing

The Framework Pricing worksheet is a summary of the totals calculated from the MFD Mono and MFD Colour worksheets.

Contractors should submit the prices detailed in cells C2 to C4 of the Framework Pricing worksheet, in the relevant section of the Commercial Envelope within PCS-Tender.

**The 'Overall Framework Agreement Price Over the Term (incl. Service)' value entered in cell C4 will be the basis of the Price evaluation.**

### 3. Worked Example

An example of how the Basket Price score is calculated is shown over:

Contractors	Total Basket Pricing	Price Score
1	£1,500	$(1,350/1,500) * 40 =$ <b>36.000</b>
2	£1,450	$(1,350/1,450) * 40 =$ <b>37.241</b>
3	£1,750	$(1,350/1,750) * 40 =$ <b>30.857</b>
4	£1,350	$(1,350/1,350) * 40 =$ <b>40.000</b>

### 4. Total Evaluation

The Total Score of the Quality and Price evaluation is added together to give the Total Score as shown below. Please note the technical scores below are for illustrative purposes only. The commercial scores are taken from the table above.

Contractors	Technical	Commercial	Total	Rank
1	50.755	36.000	<b>86.755</b>	<b>1</b>
2	39.980	37.241	<b>77.221</b>	<b>3</b>
3	45.653	30.857	<b>76.510</b>	<b>4</b>
4	40.560	40.000	<b>80.560</b>	<b>2</b>

### 5. Additional Office Equipment Products

In the documents *ITT – Schedule 2 (Pricing) – Principal Catalogue: Goods - Office Equipment*, Contractors should add the details of ALL products proposed (e.g. MFDs Mono & Colour, Printers Mono & Colour, 3D Printers, Scanners, Faxes & Wide Format) with the exception of VHV products which should be entered separately in the document *ITT – Schedule 2 (Pricing) – Principal Catalogue: VHV – Office Equipment*.

**Printers (Mono & Colour), 3D Printers, VHV products, Faxes, Scanners, Wide Format devices and all accessories will not be formally evaluated or scored. However, spot pricing will be carried out to ensure we have received competitive pricing that will deliver value for money to Framework Public Bodies.**

It is not our intention to evaluate software as a like for like comparison is unlikely; software will therefore be subject to evaluation through further competition. Full details and pricing for the software options offered should be entered in the document *ITT – Schedule 2 (Pricing) – Principal Catalogue: Software – Office Equipment*.

“No Commitment” is a non-mandatory service and will not be formally evaluated. We reserve the right to include “No Commitment” proposals where we consider them to add value to the framework.

An estimate of uptake across the non-evaluated products is show in Annex C below.

## ANNEX C – Framework Performance

Taken from the same Management Information used for the Commercial Evaluation, details of the non-evaluated is provided below. This information is provided as an indication of potential demand to aid Contractors in the preparation of their pricing submission.

### 5.1. Single Function Mono Printer

From our data analysis, we have estimated that 193 mono printers per annum could be considered for analysis. We have been able to capture the % split of Mono Printers that are typically acquired through lease, capital purchase or “all inclusive”:

- Capital Purchase 63%
- Leased 37%
- All Inclusive 0%

We have also been able to determine the percentage of leased products over a 3, 4 & 5 year term:

- 3 Year lease 59%
- 4 Year lease 7%
- 5 Year lease 34%

### 5.2. Single Function Colour Printer

From our data analysis, we have estimated that 38 colour printers per annum could be considered for analysis. We have been able to capture the % split of Colour Printers that are typically acquired through lease, capital purchase or “all inclusive”:

- Capital Purchase 32%
- Leased 68%
- All Inclusive 0%

We have also been able to determine the percentage of leased products over a 3, 4 & 5 year term:

- 3 Year lease 22%
- 4 Year lease 1%
- 5 Year lease 77%

### 5.3. Very High Volume (VHV)

From our data analysis, we have estimated that 14 VHV products per annum could be considered for analysis.

We have also been able to capture the percentage split of VHV products that are typically acquired through lease, capital purchase or “no commitment”:

- Leased 60%
- Capital purchase 21%
- All inclusive 19% (non-mandatory element only)

We have also been able to determine the percentage of products leased over a 1 to 7 year term:

- 1 Year lease 8%
- 2 Year lease 20%
- 3 Year lease 12%
- 4 Year lease 60%
- 5 Year lease 0%
- 6 Year lease 0%
- 7 Year lease 0%

Full details and pricing for Very High Volume (VHV) products should be submitted in the document *ITT – Schedule 2 (Pricing) – Principal Catalogue: VHV – Office Equipment*.

#### 5.4. Faxes

From our data analysis, the procurement of standalone faxes is 17 per annum.

#### 5.5. Scanners

From our data analysis, the procurement of scanners is low (typically 1 or 2 per annum).

#### 5.6. Wide Format

Generally wide format machines are ad-hoc buys and low spend (typically 1 or 2 per annum).

#### 5.7. 3D Printers

This is a recent addition to the existing framework agreement and to date only 1 low end device has been purchased.

This and the following X pages comprise Schedule 1a to the Framework Agreement between the Scottish Ministers and « Contractor name »

**OFFICE EQUIPMENT**

**SCHEDULE 1a – STATEMENT OF REQUIREMENTS AND  
KEY PERFORMANCE INDICATORS**

**Tender Reference: SP-16-013**

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## 1. Introduction

The current National Framework for Office Equipment expires on 2 June 2017. The Scottish Ministers seek to establish a replacement multi-supplier Framework Agreement for the provision of office equipment and services. The key aims of the Framework Agreement are to:

- Deliver a range of best in class, future proofed office equipment and services, ensuring choice and value for money throughout the term of the Framework Agreement;
- Build in the flexibility to introduce new technology through a process of continuous improvement throughout the term of the Framework Agreement;
- Provide the same level of service to all Framework Public Bodies, regardless of their size or geographical location.

The Framework Agreement supports the Scottish Government's National Performance Framework, and the National Outcomes which articulate the Government's Purpose 'To focus Government and public services on creating a more successful country, with opportunities for all of Scotland to flourish, through increasing sustainable economic growth'. This Framework supports the following National Outcomes, and Contractors are expected to support the Authority's aim to achieve these:

- We live in a Scotland that is the most attractive place for doing [business](#) in Europe.
- We realise our full economic potential with more and better [employment opportunities](#) for our people.
- We are better educated, more skilled and more successful, renowned for our [research and innovation](#).
- Our [young people](#) are successful learners, confident individuals, effective contributors and responsible citizens.
- We have tackled the significant [inequalities](#) in Scottish society
- We reduce the local and global [environmental impact](#) of our consumption and production'.

The Office Equipment Framework will form part of a wider portfolio of ICT Products Frameworks which are available to Framework Public Bodies, designed to support the Digital Public Services Strategy [Scotland's Digital Future: Delivery of Public Services](#) and other associated strategies and policies such as the [High-Level Operating Framework and Hosting & Data Centre Strategy](#).

One of the drivers for [Scotland's Digital Future: Delivery of Public Services](#) is to ensure ICT is deployed in an energy-efficient manner which reduces the carbon footprint of Scottish Framework Public Bodies. The [Green ICT Strategy](#) has been developed to help Scottish Framework Public Bodies address this. Framework Public Bodies will be encouraged to contribute to their own vision for a cost effective, sustainable and energy efficient ICT estate by purchasing through the National Frameworks.

The Contractor will be expected not only to meet the requirements established within this specification but also to ensure the delivery of a high quality service to the Framework Public Bodies using this Framework. The Contractor will be expected to demonstrate the application and implementation of leading industry practices within internal and customer-facing processes. They will be expected to fully participate in continuous improvement and

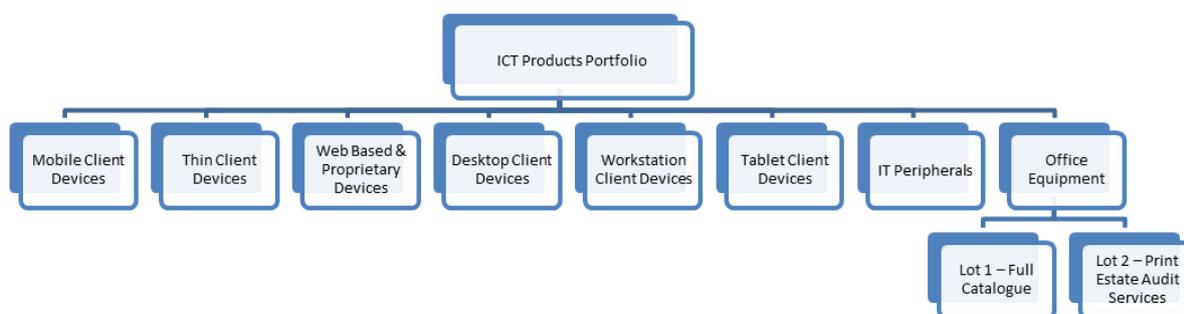
other initiatives to ensure the long term success of the contractual relationship and that value received by Framework Public Bodies is significantly and demonstrably greater than could be achieved by sourcing office equipment and associated services elsewhere.

In order to maximise use of the Framework Agreement, the Contractor will be required to support the Authority in promoting the Framework Agreement across the Scottish public sector, at no additional cost. The Contractor will be required to actively sell the benefits of the Framework Agreement including financial, environmental, resource and operational efficiencies. This activity will be managed by the Framework Manager in conjunction with the Authority.

## 2. Framework Scope

The ICT Products Portfolio is made up of the Framework Agreements detailed below. Further details on all other Framework Agreements can be found on the [Scottish Procurement Contracts Directory](#).

This Statement of Requirements refers specifically to the re-let of Lot 1 of the Office Equipment Framework.



The Office Equipment Framework will include the supply and delivery of a wide portfolio of products ranging from small single function desktop printers to large print room high volume products, consisting of mono and colour, network and non-network requirements.

The scope of the Framework will include, but not be limited to:

- Provision of Multi-Functional Devices & Services (Low/Med/High Volume)
- Desktop Printers (Low/Med/High Volume)
- 3D Printing
- Print Room Equipment & Services (Very High Volume)
- Managed Print Services, including the following as part of a managed service:
  - Managed Content Services
  - Mailroom Services
  - Hybrid Mail Services
  - Off-site Printing
- Wide Format Equipment
- Document Scanners
- Service Wraps (e.g. site surveys, management information, repairs and maintenance)
- Peripherals and consumables

- Associated Software (e.g. push pull print technology, remote diagnostic auditing software, print management software, Optical Character Recognition (OCR))
- Fax Machines
- Support (e.g. Helpdesk, Online)
- Solutions (e.g. Mobile Printing Solutions, Security Solutions)

It is expected that, throughout the life of the Framework Agreement, the scope will evolve through continuous improvement to ensure that all office equipment requirements, both current and future, can be met through this agreement.

A maximum of 8 Contractors, offering the complete range of Goods, Services and associated Software described is required.

### **3. Access to the Framework Agreement**

The Framework Agreement resulting from this Invitation to Tender will be available to all Framework Public Bodies as defined in the Contract Notice and Framework Agreement terms and conditions.

Framework Public Bodies with contracts in place for the management of their office equipment estate may authorise their service provider to act on their behalf in the procurement of Goods via this Framework Agreement, provided the asset remains the property of the Framework Public Body.

There is, however, no guaranteed level of expenditure. The marketing effort of the successful Contractors will be a large factor in determining the success of the Framework Agreement.

### **4. Implementation Period**

Contractors successful in being appointed to this Framework Agreement will be expected to submit their final Principal Catalogue (Section 6 refers) in advance of the Framework Commencement Date. This must be available on the day the framework goes live to allow Framework Public Bodies to utilise the Framework Contractors will be expected to receive orders by email, fax and post throughout the life of the Framework Agreement.

### **5. Exit**

Contractors must have a robust Exit Plan when the Framework Agreement comes to the end of its duration, and shall include or address the matters specified in Clause 45.4 of the Framework Agreement terms and conditions.

### **6. Principal Catalogue**

The following products and services will, as a minimum, be available in a catalogue which will be updated quarterly:

- Provision of Multi-Functional Devices & Services (Low/Med/High Volume)
- Desktop Printers (Low/Med/High Volume)
- 3D Printing

- Print Room Equipment & Services (Very High Volume)
- Wide Format Equipment
- Document Scanners
- Service Wraps (e.g. site surveys, MI, repairs and maintenance)
- Peripherals and Consumables
- Associated Software (e.g. push pull print technology, remote diagnostic auditing software, print management software, OCR, etc.)
- Fax Machines
- Support (e.g. Helpdesk, Online, etc.)

Products must be fit for purpose, free of cosmetic defects and be of a sufficient range to provide Framework Public Bodies with flexibility and choice. In addition to the initial products proposed, there is a requirement to provide additional product functionality, including the ability to introduce new products to the Framework Agreement. The process for managing any product changes will be agreed between the Authority and the Contractor.

#### 6.1. Minimum Product Technical Specification

Contractors will be required to supply products which meet the Minimum Product Technical Specification as specified in the document *ITT – Minimum Hardware Specification – Office Equipment*.

#### 6.2. Principal Catalogue

Contractors will be required to produce and maintain a “Principal Catalogue” containing images, descriptions, specifications and pricing. This should be available electronically and in paper format.

The Principal Catalogue will be created detailing all the Goods, Services and associated Software that will be available from the Contractor under this Framework Agreement. The Principal Catalogue will include all of the pricing documents which will be incorporated into *ITT - Schedule 2 (Pricing) – Office Equipment*. All pricing detailed in the Principal Catalogue will be maximum pricing. The Authority and the successful Contractors will agree this final Principal Catalogue prior to Framework Agreement award.

If a Framework Public Body wishes to obtain a copy of the Contractors’ Principal Catalogue, this will be provided by the Authority, in an electronic format.

#### 6.3. Availability of Products

Where any product, model or accessory is deemed unavailable, Contractors are required to propose, at no additional cost, an alternative product, model or accessory to a similar specification or as requested by the Authority and/or Framework Public Body. There is no obligation for the Authority and/or Framework Public Body to accept the alternative product proposed.

#### 6.4. Pre-Paid Products

Contractors will be required to provide a range of products that can be coin operated or accept pre-paid or smart cards. Coin operated products, pre-paid and smart card operated products will typically be based in public buildings. Coin operated products must be capable of holding up to 400 coins.

#### 6.5. Accessibility

Contractors must provide a range of products that have or have the ability to be modified for accessibility purposes (e.g. disabled access).

#### 6.6. Consumables

Contractors are required to provide consumables (excluding paper) for all products provided with support and maintenance cover including toner and staples. All consumables (including delivery) should be included in the per page cost, with no additional cost to the Framework Public Body.

Consumables will be required to be ordered by the Framework Public Body along with the initial product order. Contractors are required to deliver the consumables within 2 working days of delivering and installing the product. Further orders for consumables will be issued by the Framework Public Body throughout the product life. Additional orders can be submitted in electronic and paper formats by referencing the product serial number. All additional orders are required to be delivered within 5 working days.

Contractors will have a system for collection and return of spent bottles and cartridges. This system may similarly apply to other waste e.g. waste toner, developer liquids and powders, replaceable units such as fusers or developers.

These collection services are to be provided at a minimum cost to the Framework Public Body and any costs should be detailed in the document *ITT – Schedule 2 (Pricing) – Principal Catalogue: Rates – Office Equipment*.

#### 6.7. Spare Parts

Contractors will ensure that for each product supplied, they are able to provide spare parts for a minimum period of 5 years, from the date the product is withdrawn from production, thus extending the useful life and minimising the environmental impact of the product. The spare parts used should have no detrimental effect on performance or warranty provision.

#### 6.8. Free Product Trials

In order for Framework Public Bodies to fully evaluate that products are “fit for purpose” in meeting their requirements and compatibility with their environment, Contractors will provide products (excluding VHV) on a "free of charge" trial basis if so requested. The length of time the trial can be conducted will be agreed between the Framework Public Body and the Contractor.

### 7. Service Delivery

The performance of the Framework Agreement will be measured according to the Service Levels and Key Performance Indicators (KPIs) detailed in section 14. In addition, Contractors must be able to provide national coverage for this Framework Agreement but with the “look and feel” of a local and responsive service delivery.

#### 7.1. Supply Chain

The Contractor will provide full details of any sub-contractors and/or consortia members, in the Qualification Envelope in PCS-Tender and in the document *ITT - Schedule 10 (Approved Sub-contractors) – Office Equipment*, they intend to utilise in exercising their obligations under this Framework Agreement. The Contractor will have the direct contractual relationship with the Authority and Framework Public Bodies. The Contractor is, therefore, responsible for monitoring and managing all performance including the KPIs under this

Framework Agreement, whether service is delivered by the Contractor or by a subcontractor or consortia member.

## 7.2. National Coverage

It is essential Contractors provide national coverage from Framework commencement date across the whole geography of Scotland within the agreed SLAs.

There may be a requirement for Contractors to provide a limited number of Goods, Services and associated Software in other areas of the United Kingdom to support satellite offices of Scottish Framework Public Bodies.

## 7.3. Engineering Coverage

Contractors must have a sufficient number of security cleared qualified engineers in place from Framework commencement date to deliver the required service across the geography of Scotland.

## 7.4. Baseline Personnel Security Clearance

The majority of Framework Public Bodies will require security clearance for Contractor personnel required to work on-site within their premises, however different levels may be required by different Framework Public Bodies. As a minimum, Contractors should ensure they have a sufficient number of Baseline Personnel Security Standard (BPSS) security cleared qualified service engineers, available to meet the agreed KPIs and service provision across the geography of Scotland from Framework Commencement date.

Contractors will be required to undertake appropriate security and other checks, including Disclosure Scotland, necessary to ensure that their drivers, engineers, and travelling representatives, are suitably screened in order to undertake deliveries and other visits to sensitive locations such as schools, hospitals and government buildings. Details of Disclosure Scotland requirements can be found at: <http://www.disclosurescotland.co.uk>. Framework Public Bodies will be expected to inform the Contractor of any sensitive locations where security clearance is required for drivers and travelling representatives.

There will be no additional charge for the provision of security cleared personnel to the Authority and/or Framework Public Body.

## 7.5. Delivery and Installation

The Office Equipment Framework will be available to all Framework Public Bodies across Scotland. The successful Contractors must provide Framework Public Bodies with the same level and quality of service, irrespective of their geographical location and will be required to undertake deliveries and installations throughout the whole of Scotland.

Contractors must contact the Framework Public Body prior to delivery (products, services or consumables) to agree delivery, date, time, location and access details.

Upon delivery and installation, Contractors must ensure that the Framework Public Body is satisfied with the delivery, installation and general condition of the product ordered. Contractors must ensure that all instructions, operating manuals and a logbook for repairs are delivered with the products.

Contractors must provide reliable but realistic timescales for delivery. Fixed delivery timescales will be detailed in the Principal Catalogue.

No deliveries are to take place outside of defined Working Hours unless otherwise agreed. Black-out periods (during lunch breaks, etc. may be imposed on deliveries to schools and other similar locations – the individual Framework Public Body would be expected to advise the Contractor of any specific requirements). When making deliveries to schools, personnel must report first to the school office and delivery vehicles may be driven through school playgrounds only on the approval and direction of an authorised person.

A signature will be required for each delivery made. Under no circumstances should goods be left outside the building.

In the event of a query, Contractors will be expected to provide proof of delivery, electronically if required, to the Framework Public Body.

No mechanical off-loading, lifting or moving equipment is supplied by the Framework Public Body. No assistance is available to the Contractor for the purpose of off-loading and placing goods within the delivery location.

#### 7.6. Meter Reading

Contractors will be required to accept automated meter readings direct from each networked product where this is specifically authorised and facilitated by the Framework Public Body. As a minimum, the Contractor must also accept manual meter readings, via web, email, or fax (or as otherwise agreed with the Framework Public Body).

#### 7.7. Transport Fleet

Contractors must maintain an efficient delivery fleet and minimise the environmental impact of deliveries through efficient logistics, fuel efficient vehicles, full loads and driver training. It is expected that Contractors will continually monitor and report on the fleets efficiency and work to reduce the environmental impact over the term of the Framework Agreement.

#### 7.8. Training

Contractors will be required to provide appropriate training to ensure the smooth running of the products. Training should be free of charge and should normally take place at the Framework Public Body's premises within one working day of installation. The level and type of training will be as agreed by the Contractor and the Framework Public Body.

In addition to the on-site training, the Framework Public Body may also require remote training via web, electronic format, etc.

Refresher training may be required from time to time and will be agreed by the Contractor and the Framework Public Body. This will be supplied free of charge.

### **8. Managed Print Services**

There will be a requirement for the Contractor to deliver a Managed Print Service (MPS). MPS is a form of service delivery that can, in some instances, produce significant savings for the Framework Public Body.

MPS often relates to differing types/levels of service and is generally bespoke to different Framework Public Body's requirements. However, Framework Public Bodies will usually deploy MPS at various levels to control cost, achieve more predictable print, achieve resource savings, service/quality improvement and exploit asset management and sustainability benefits.

Under the MPS option, the Framework Agreement will enable Framework Public Bodies to receive a totally comprehensive but also flexible delivery model that is tailored to their specific requirements.

MPS will only be procured via further mini competition and may include requirements such as TUPE, asset management, strategic partnering, risk transfer, entry and exit arrangements. Framework Public Bodies will be expected to provide full details of any such requirements, when undertaking further competition.

#### 8.1. Provision of Managed Print Services

The Contractor will need to provide MPS solutions for this Framework to suit individual Framework Public Body's requirements. This may include, but not be limited to:

- financial analysis
- assessment
- recommendations and proposed improvements
- hardware and software solutions
- implementation of agreed proposals and the management thereafter
- management of TUPE
- facilities management
- total asset management
- total print management

As part of a complete MPS mini competition the Framework Public Bodies may request additional services, including, but not limited to:

- Managed Content Services
- Hybrid Mail Services
- Hosted Print Services
- Document Management Services

Contractors are required to provide a robust offering relating to the provision of service and support for multi-vendor environments.

For example, some elements of the scope that could be considered and incorporated into a managed print specification may include:

- The ability to deliver both forecast and actual savings
- The ability to conduct a site survey of the Framework Public Body's estate to help establish the most suitable products and services to meet their requirements
- The provision of appropriate devices and consumables
- A reliable support and service infrastructure (including support/service desk)
- The ability to respond to 'local' specific requirements as detailed during further competitions
- An enhanced support/service (as detailed at further competition stage)
- The ability to support and integrate with a variety of different operating systems (e.g. Windows, MacOS, Linux, Android, iOS) as detailed at further competition stage
- The ability to support and integrate with various accounting and document management systems (as detailed at further competition stage)

- The ability to offer bespoke/off the shelf software relevant to the use and monitoring of appropriate devices.

## 8.2. Device Management

A balanced deployment of print devices, services and supplies is key to the optimisation of MPS. The Contractor will ensure that there is a detailed inventory of all devices, which is updated on a regular basis with the correct configuration, location and status of the device.

The Contractor will offer a comprehensive maintenance service and ensure that all consumables a device will require during its lifecycle such as toner, maintenance kits etc. are provided on a proactive and timely basis.

The Contractor will ensure that the service levels of the machines are kept to agreed levels and that relevant management information is provided relating to this.

## 8.3. Legacy Products

The Contractor may be required, as part of delivering a MPS, to provide a management option for providing support and maintenance for legacy products (multi-vendor products) deployed across the Framework Public Body's estate. The option to manage legacy products will be at the request of the Framework Public Body, and detailed in any further competition. The Contractor will be required to act as the primary contact even if there is a need to subcontract the support of legacy products.

The Contractor will be required to maintain a validated asset list for the Framework Public Body's legacy products and report on the products where requested.

## 8.4. 1<sup>st</sup> Line Support

The Contractor must provide the Framework Public Body with a single point of contact capable of logging calls and handling support issues (e.g. service and maintenance) for their entire print fleet, including legacy products.

## 8.5. Staff

The Contractor may be required to be involved in TUPE and/or deploy staff on the Framework Public Body's premises.

## 8.6. Additional non-mandatory MPS Requirements

There may be a requirement for the following services to be included as part of a larger MPS requirement. These additional services are for Framework Public Bodies who wish to have one Contractor manage their entire content requirements. These services must be procured as part of a MPS further competition and cannot be procured independently.

Contractors who cannot provide any of these services could still be awarded a place on the Framework, but may be not be included in further competition where Framework Public Bodies have these requirements.

### 8.6.1. Managed Content Services(MCS)

MCS is a comprehensive package that rationalizes, streamlines and optimises business workflow by providing Framework Pubic Bodies with consultative help, software and implementation.

### 8.6.2. Hybrid Mail

Hybrid mail is a service that allows Framework Public Bodies to develop their mail format and content on their desktop and then issue the soft letter to a mail production site whereby the item will be securely produced and entered into the conventional mail network for final mile delivery. Additionally, mail can be received centrally, scanned and distributed to the desktop.

### 8.6.3. Document Management Services

Document Management Services are defined as services that include the provision of internal and external printed and electronic communications, including content creation, incoming-document processing (e.g. imaging and storage), multimedia presentation and archiving.

Contractors will be able to propose additional non-mandatory services available as part of a larger MPS mini competition that could be made available to Framework Public Bodies during the Framework through further competition. The inclusion of these on the Framework will be at the sole discretion of the Authority.

## 9. Support & Maintenance Services

Contractors will be required to provide effective support and maintenance services for all products deployed across the geography of Scotland as per the Service Levels and Key Performance Indicators detailed within section 14.1 Performance Management of this Statement of Requirements.

### 9.1. Hours of Service

Contractors will be required to provide support and maintenance as follows: Monday to Friday 0900 - 1730 hours (Working Hour). Contractors must be flexible to suit Framework Public Bodies requirements and, if need be, adjust these standard start and finish hours whilst still providing the required levels of support and maintenance.

Contractors will be required to provide support and maintenance outside the standard days/hours, if requested by the Framework Public Body through further competition. This may also include 24 hours by 7 days service (including public holidays).

### 9.2. Response Times

There will be a requirement for Contractors to provide a Critical Response Time of 2 Working Hours from the time a fault was reported to the Contractor. Response times will cover hours 0900 – 1730 Monday to Friday (Working Hour) and cover the product and software elements. Critical response time is typically required when a product has completely failed and there is no reasonable alternative product/option available. The Framework Public Body will identify the response required as “critical” when reporting the fault. The definition of a critical response and associated critical criteria should be agreed with the Framework Public Body at the start of the agreement between the Contractor and the Framework Public Body.

Response time is defined as:

“The time it takes for an engineer to attend the Framework Public Body’s site (or resolve remotely) after the fault has been reported to the Contractor”.

Contractors will provide a standard Response Time of 4 Working Hours from the time a fault was reported to the Contractor, for all catalogue devices with the exception of Very High Volume, **A4 Desktop Printing** and 3D Printing. A standard Response Time of 2 Working Hours is applicable for Very High Volume products **and a standard Response Time of next business day repair is applicable for A4 Desktop Printing**. Response times will cover the defined Working Hours and cover both the products and software elements. **See section 9.6 Warranty below with regard to 3D Printing**.

Standard response is required when a product has failed, irrespective of whether some functionality may still be available or alternative products available.

### 9.3. Fix Times

Contractors will be required to provide a maximum fix time of 4 hours from the point where work commenced to resolve the fault.

### 9.4. First Time Fix

Contractors will be required to provide a First Time Fix report to determine and minimise the number of return visits per product. First Time Fix is defined as:

“The volume of faults per product fixed first time that did not require a follow up visit to repair a similar fault within a 4 week timeframe.”

Contractors must meet or exceed 95% for each reporting period.

### 9.5. Product Up Time

The average "uptime" for all Hardware and Software, except 3D Printing, supplied under this Framework Agreement must meet 97% or better based on a standard Working Day.

Uptime is defined as the % of time that all primary functions are running simultaneously. Primary functions include print, copy, scan, email and/or fax plus any other feature critical to the performance of the product.

### 9.6. Warranty

For devices such as 3D Printers, which do not fall under a typical service agreement, Contractors must provide a collect and return warranty.

### 9.7. Helpdesk

Contractors are required to operate their own helpdesk, with specified staff familiar with the account, to assist authorised contacts with general and orders enquiries, logging calls, providing technical support, consumable support (i.e. service, maintenance, IT), other assistance and an engineer call out facility.

Contractors are required to log all calls, providing the Framework Public Body with a unique reference number in order to track their incident, including immediate fixes and effectively manage all incidents raised. The helpdesk should include a 2nd line capability where fully trained engineers with full technical knowledge of the products are available in order to try and resolve more complex problems without having to send an engineer to the Framework Public Body's site. The helpdesk should operate between the defined Working Hour and Working Day.

Contractors are required to provide a remote technical resource to the Framework Public Body free of charge. This technical resource must be a fully trained engineer with full technical knowledge of the products. The purpose of the technical resource is to try and solve the problem quickly and potentially without having to send out an engineer.

#### 9.8. Remote Access

Where the products have connectivity to the Framework Public Body's network, Contractors may use remote access to assist with preventative maintenance and also with fault rectification if agreed with the Framework Public Body.

#### 9.9. Maintenance Services

Maintenance services will be mandatory for leased products. This service will include as a minimum; installation to an agreed level, removal of packaging, network connection, training, preventative and breakdown maintenance (including software), firmware, remote support, network support, parts, toner, consumables and staples or any additional maintenance services identified through further competition.

#### 9.10. Preventative Maintenance

Contractors will be required to provide preventative maintenance as part of this Framework Agreement. This covers the care and servicing by the Contractor's personnel for the purpose of maintaining equipment and services in a satisfactory operating condition by providing for systematic inspection, detection, and correction of incipient failures either before they occur or before they develop into major defects.

#### 9.11. Dead on Arrival Equipment (DOA)

Equipment can be classed as dead on arrival "DOA" up to 30 days from a Framework Public Body's receipt of the device. For the avoidance of doubt, DOA implies the product cannot be physically powered on or be ready for use after removing the device from the packaging.

In the first instance DOA items should be replaced. In the event that a replacement cannot be provided due to product constraint or supply chain difficulty, Contractors should, with the Framework Public Body's agreement, repair the product in line with the terms of the warranty arrangements for that particular device.

Contractors will expedite the delivery of replacement items to the Framework Public Body to ensure the minimal amount of disruption.

Contractors will provide this service across the geography of Scotland, including remote and rural locations. Contractors will monitor the level of DOAs and provide statistics to the Authority on request.

#### 9.12. Replacement Products

Contractors will be required to offer a replacement product to the Framework Public Body if a product cannot be repaired within 8.5 Working Hours. The Framework Public Body will have the ability to accept or reject the offer of a replacement product for whatever reason. The replacement product will be supplied free of charge including delivery and uplift, until the faulty product is returned to full operational use.

## 10. Security & Testing

### 10.1. Data Security

It is a requirement under this Framework Agreement that the Contractor is certified by a United Kingdom Accreditation Service registered organisation to ISO/IEC 27001:2013 and complies with ISO/IEC 27002:2013, or equivalent. The Contractor must keep the Authority updated to any changes in their ISO accreditation, or equivalent, in relation to Information Security Management for this Framework Agreement

### 10.2. Information Security

Due to the sensitive nature of public sector data, there will be Framework Public Bodies whose IT policy dictates that, in the event of a fault, repair, end of life or lease, media (internal or removable) should not be removed from the premises. The Contractor will have a procedure in place for the secure disposal/transport of internal or removable media e.g. the provision of defective media retention Services at minimal costs to the Framework Public Body. Evidence of the steps taken by the Contractor for the destruction of any media should be provided to the Framework Public Body along with a certificate as proof of destruction. The successful Contractor will be responsible for promoting the benefits and availability of the media retention service.

Where the Contractor processes Personal Data as a Data Processor for the Framework Public Body, the Contractor must enter into a data processing agreement in the form set out in Schedule 9 (Model Contract regarding Data Protection Directive 95/46/EC)

### 10.3. Device Security

Where required by Framework Public Bodies, Contractors will be expected to provide solutions to secure and manage print infrastructure from a device management perspective, ensuring devices remain secure throughout the duration of the contract. As part of an overall MPS, this may include securing legacy devices from other suppliers.

### 10.4. Device Testing & Evaluation

Contractors will be required to test and evaluate each new product before it is installed on the live environment (unless otherwise agreed with the Framework Public Body). The testing and evaluation should take place in a secure, isolated environment segregated from the live network at the Framework Public Body's premises unless otherwise agreed. Timescales for the testing and evaluation will be agreed between the Framework Public Body and the Contractor.

Contractors will provide (if requested by a Framework Public Body) fully updated testing and evaluation records and reports within one working day of final acceptance of the product by the Framework Public Body.

### 10.5. Network Connectivity

If required and where authorised by the Framework Public Body, Contractors may be required to connect products to a Framework Public Body's network infrastructure. This must be carried out using appropriately qualified staff.

Some printers and MFDs can be connected over the internet to Contractors systems for collection of metrics such as printer cartridge level, number of copies, etc. If this is requested, the Contractor must detail what information is required to be sent outside the

Framework Public Body's network and to where. Contactors may also be required to provide details of how this information would be securely transmitted.

## **11. Solutions**

Contractors will work with Framework Public Bodies to identify and propose solutions which will provide the best fit and value for the Framework Public Body's office equipment environment.

### **11.1. Discovery**

The Contractor will actively participate in discovery days. Discovery days will be utilised by Framework Public Bodies to engage with Contractors for the purpose of defining, refining and developing service requirements prior to undertaking a mini competition under the Framework Agreement. There should be no charge from the Contractor for participation in discovery days.

### **11.2. Site Survey**

Within the scope of this Framework Agreement, Contractors may be required to conduct site surveys as part of a mini competition exercise or as the incumbent supplier in support of continuous improvement.

The site survey scope and timing will be agreed between the Framework Public Body and the Contractor. It is expected that a typical survey will include recommendations as to how the Framework Public Body could reduce cost, space and environmental impact whilst increasing efficiency in relation to Office Equipment.

### **11.3. Continuous Improvement**

If requested by a Framework Public Body, Contractors may be required to provide regular reviews (post contract award) to help identify areas for improvement. These reviews are to be free of charge and should be conducted as per the Framework Public Body's requirements. All reviews should be followed up by a written report detailing areas for improvement and recommended actions.

### **11.4. Software**

Contractors will be required to provide a range of software (known as "inclusive software") in order to meet the Minimum Product Technical Specification as defined in the document *ITT – Minimum Hardware Specification – Office Equipment*. Contractors will ensure all "inclusive software" is fully tested and working upon installation of the product.

Contractors will deliver, install and test all software as part of this Framework Agreement (unless otherwise agreed with the Framework Public Body).

All software must be provided with support and maintenance (unless otherwise requested by the Framework Public Body).

### **11.5. Hosted Print**

Contractors may be required to provide a hosted print service, both as a standalone requirement or as part of a wider MPS.

Hosted print is defined as printing from a computer or mobile device to a remote printer via the Internet (e.g. users taking a photo on a smartphone when out of the office and sending them to a printer at their office). This facility can also work in reverse where a document is scanned into a network and internet enabled multi- function device and sent directly to a document sharing service on the internet or privately hosted system.

## **12. Ordering**

Effective and efficient ordering procedures are required for the Framework Agreement. Contractors will need to have flexible but robust systems in place both for responding to requests for further competition and for direct buying and have the ability to receive orders in electronic and paper format. The document *ITT - Schedule 3 (Award and Ordering Procedures) – Office Equipment* provides further detail.

## **13. Financial Options**

Financial options must provide the flexibility required by the Authority/Framework Public Body in meeting their budgetary and operational requirements. The costs will be identified in the documents *ITT - Schedule 2 (Pricing) – Office Equipment*. In general, the maximum leased period will be 5 years (7 years for Very High Volume (VHV)), however, Framework Public Bodies may enter into a secondary term but it will not be possible to create continual perpetual financial arrangements for products. There will be no minimum order quantity, billing or page volumes for the products.

### **13.1. Fleet Flexibility**

Contractors must provide flexibility with the Framework Public Body's fleet. No payment of settlement charges should apply where the product is considered redundant due to re-organisation, merger or closure and when all reasonable efforts have been made to re-site the products within the Framework Public Body. For example, this flexibility may be required when:

- The product does not match the output required and a different product is required.
- Funding is withdrawn and a Framework Public Body can no longer meet its obligations under the lease.
- A substantial change is made to the Framework Public Body e.g. amalgamation

To provide the Framework Public Body with sufficient general flexibility in managing their product fleet, Contractors are expected to offer the flexibility to upgrade and downgrade a minimum of 10% of the Framework Public Body's products supplied during the term of the Framework Agreement at no increase to the Principal Catalogue price.

When an upgrade or downgrade of a product takes place during the period of the contract, the replacement product will form part of the original contract. The installation will be treated in the same manner as an additional product and the chosen lease term will commence from the installation date. If a settlement charge is payable due to early product termination, it is expected that Contractors will provide a discount of at least 10%. Re-siting should be free of charge (with no administration cost) unless the Contractor and the Framework Public Body have agreed that the re-siting is chargeable and the Contractor has received an authorised order. Free of charge re-siting excludes VHV equipment.

### **13.2. No Commitment**

The Contractor may choose to provide a “No Commitment” financial option to the Framework Public Body for the products identified in the Framework Agreement. This financial option may need to specify a minimum volume and can be indicated on the Pricing Pages.

“No commitment” is a commercial solution which is, in essence, predicated on leased products not restricted by term length which can be returned, without cost, at any time providing 30 days’ notice is given by the Framework Public Body. The maximum period for any product is 5 years.

Remanufactured or refurbished products may be considered, providing the products meet all the technical, safety and environmental requirements.

## **14. Framework Management**

Framework management is critical to the successful implementation and running of the Framework Agreement. Contractors are required to maintain and provide accurate and timely Management Information, provide a named Account team and assist with the promotion and marketing of the Framework Agreement. Further details can be found in the document *ITT - Schedule 4 (Management Arrangements) – Office Equipment*.

### 14.1. Performance Management

KPIs and Service Levels will be utilised to monitor the performance of the framework on a quarterly basis. The Contractor will be required to report against these KPIs in line with the Management Information requirements.

The tables below provide KPIs and expected performance targets against which the Contractors performance will be measured throughout the duration of the Framework.

The Authority reserves the right to request further audit and validation of Management Information submissions during the Framework period.

### 14.1.1. Quality

Key Performance Area	Definition	Measure	Ref	Target	1. Major Concerns	2. Minor Concerns	3. Meeting Expectations	4. Exceeding Expectations
Product Uptime	Uptime is defined as the % of time that all primary functions are running simultaneously. Primary functions include print, copy, scan, email and/or fax plus any other feature critical to the performance of the product.	The average uptime for products/software, based on standard working day.  For example, if there are 50 days in a quarter with an average working day of 8.5 hrs, products/software must be available for 412 hrs out of 425 hrs covered).	QU01	97%	<75%	75% - 96.99%	97%	>97%
Complaints	To be escalated and resolved as per agreed procedure. No complaint left unresolved for more than 10 days from date of complaint recorded.	(Number of complaints resolved within 10 days/total no. of complaints) * 100	QU02	98%	<75%	75% - 97.99%	98%	>98%
Customer Satisfaction	Customer satisfaction review - Process and target to be identified and agreed in partnership, (i.e. 90% of Framework Public Bodies responding that the service is Good or Excellent)		QU03					
Continual Improvement / Innovation	Contractor will work with Scottish Procurement, and/or buying organisations to map the full end-to-end supply chain and identify and prioritise supply chain initiatives throughout the life of the framework agreement.  In partnership we will drive down cost, improve the quality, efficiency, and/or contribute to the sustainability of that supply chain, including associated services under the terms of this framework agreement.  This is intended to include, but will not be restricted to:  - Cost reduction initiatives - Supply chain efficiency initiatives - Demand management initiatives - Environmental initiatives - Technology or innovation related initiatives - Quality improvement initiatives. - Management Information quality and efficiency initiatives - Availability of on-line portal	To be identified and agreed in partnership annually.  e.g. at least X number of improvement initiatives introduced per annum.	QU04					

14.1.2. Service

Key Performance Indicator	Definition	Measure	Ref	Target	1. Major Concerns	2. Minor Concerns	3. Meeting Expectations	4. Exceeding Expectations
Response Times: Critical of 2 working hrs (or otherwise agreed with Framework Public Body)	Response time is defined as "the time it takes for an engineer to attend the Framework Public Body's site (or resolved remotely) after the fault has been reported to the Contractor".  Critical response time is typically required when a product has completely failed and there is no reasonable alternative product/option available.  The Framework Public Body will identify the response required as "critical" when reporting the fault.	(Number of Critical responses on time/total no. of critical responses) x 100	SE01	90%	<75%	75% - 89.99%	90%	>90%
Response Times: Standard of 4 working hrs (or otherwise agreed with Framework Public Body)	Response time is defined as "the time it takes for an engineer to attend the Framework Public Body's site (or resolved remotely) after the fault has been reported to the Contractor".  Standard response is required when a product has failed, however some functionality may be available or there may be an alternative product/option available.	(Standard response on time/total no. of standard responses) x 100	SE02	90%	<75%	75% - 89.99%	90%	>90%
Response Times: Standard of 2 hours for Very High Volume (or otherwise agreed with Framework Public Body)	Very High Volume (VHV) - the minimum speed for mono VHV equipment is over 90 ppm and over 60 ppm for colour equipment.  Response time is defined as "the time it takes for an engineer to attend the Framework Public Body's site (or resolved remotely) after the fault has been reported to the Contractor".  Standard response is required when a product has failed, however some functionality may be available or there may be an alternative product/option available.	(Standard response on time/total no. of standard responses) x 100	SE03	90%	<75%	75% - 89.99%	90%	>90%
Fix Times: 4 Working Hours	The Contractor will be required to provide a maximum fix time of 4 hours from starting to fix the fault.	(Number of fixes within 4 hrs/total no. of fixes) x 100	SE04	90%	<75%	75% - 89.99%	90%	>90%
First Time Fix	First Time Fix is defined as "the volume of faults per product fixed first time that did not require a follow up visit to repair a similar fault within 4 weeks"	(Number of first time fixes/total no. of fixes) x 100	SE05	95%	<75%	75% - 94.99%	95%	>95%
Management Information & KPI Reporting	The Contractor to provide accurate Management Information in electronic format (or make available online) within agreed timescales (i.e. reports to be made available on or before the 10th Working Day following the end of the relevant quarter) in the format required by Scottish Procurement (with the exception of FOI, FMQ, PQ & MCS requests)	Number of Working Days	SE06	10 Days	Over 14 Days	10 - 14 Days	10 Days	Less than 10 Days

14.1.3. Delivery

Key Performance Area	Definition	Measure	Ref	Target	1. Major Concerns	2. Minor Concerns	3. Meeting Expectations	4. Exceeding Expectations
Delivery & Installation	Delivery and installation on agreed date and time with the Framework Public Body	(Delivered & Installed on time / total number of deliveries and installations ) * 100  To be reviewed quarterly and expressed as a %	DE01	96 - 97.99%	<75%	75% - 95.99%	96-97.99%	>98%
Sustainability	<p>The Contractor will work with Scottish Procurement and/or Framework Public Bodies to contribute to, and improve the sustainability of the supply chain.</p> <p>This is intended to include, but will not be restricted to:</p> <ul style="list-style-type: none"> <li>- Labour standards, working conditions and child labour within the supply chain;</li> <li>- Policy, Objectives and Targets;</li> <li>- Names of suppliers within the supply chain and any changes;</li> <li>- Continual Improvement Programmes</li> <li>- Monitoring and Reporting;</li> <li>- Audits undertaken (against appropriate standards e.g. ETI Base Code, SEDEX or equivalent)</li> <li>- Corrective Actions &amp; Review;</li> </ul> <p>- Environmental initiatives, such as:</p> <ul style="list-style-type: none"> <li>- Carbon reduction;</li> <li>- Circular economy outcomes, such as re-use or re-conditioning;</li> <li>- Packaging and waste minimisation</li> </ul> <p>- Community benefits delivered as a result of this Framework Agreement</p> <ul style="list-style-type: none"> <li>- Policy and continual improvement programme regarding conflict minerals</li> </ul>	To be identified and agreed in partnership	DE02					

14.1.4. Cost

Key Performance Area	Definition	Measure	Ref	Target	1. Major Concerns	2. Minor Concerns	3. Meeting Expectations	4. Exceeding Expectations
Invoice Accuracy	Invoices are accurate and presented promptly for payment.	(Number of accurate and on time invoices / total number of invoices) x 100	CO01	95%	<75%	75% - 94.99%	95% - 96.99%	>97%
Payment	Prompt payment of sub-contractors within 30 days of receipt of valid invoice.	(Payment of sub-contractors within 30 days / total number of sub-contractor payments) * 100	CO02	100%	<75%	75% - 99.99%	100%	Any evidence supplied to suggest prompt payment in 10 working days or less
Price Competitiveness	Demonstrate pricing applied in equal to or better than prices available elsewhere in the market.	On a annual basis, provide evidence to demonstrate that pricing is equal to or better than pricing available elsewhere	CO03					

## 15. Social, Ethical & Environmental Considerations

The Contractor, whether a reseller or manufacturer, will be required to minimise the environmental impacts of products and services delivered and where practical, contribute to a more circular economy through the utilisation of third sector organisations, providing relevant opportunities for community benefits, while also providing assurance regarding respect for labour rights and working conditions in the supply chain.

### 15.1. Environmental Policy/Products

Contractors are expected to increase the sourcing of components that reduce adverse effects on the environment, whilst ensuring no degradation to the product quality.

Contractors are expected to assist Framework Public Bodies, where relevant, to be energy efficient, manage waste in accordance with the waste hierarchy, minimise emissions in service delivery, deliver circular economy outcomes and extend equipment useful life, through appropriate measures such as product design that enables disassembly and ease of repair or upgrade, take back of products aligning with Framework Public Bodies replacement cycles, re-use of equipment or parts or re-conditioning of equipment and associated consumables and the provision of pre-owned or used equipment with appropriate certification to quality standards.

All products should meet or exceed the minimum environmental standards, or equivalent, detailed, where relevant, in the minimum specification for each device contained within the document *ITT – Minimum Hardware Specification – Office Equipment*. Contractors will be expected, on request, to provide full details of the environmental credentials of each device available, providing evidence of the relevant certification for each or how the device meets the required environmental criteria, as an equivalent.

Contractors are encouraged to demonstrate continual improvement in environmental performance above the minimum standards including through innovative solutions. Where a product does not operate to a minimum environmental standard Contractors will be required to demonstrate how environmental criteria are being addressed.

#### 15.1.1. Remanufactured Products

The Authority define this as:

*A device is remanufactured where a used product is returned to at least its original performance with a warranty that is equivalent to, or better than that of newly manufactured products. Remanufacture involves dismantling of the product, the restoration and replacement of components and testing of the individual parts and whole product to ensure it is within the original design specification. Performance after remanufacture is expected to be at least to the original performance specification.*

There may, on occasion, be a requirement for Contractors to provide a range of remanufactured under this Framework Agreement. These products can be provided on a lease or capital purchase basis, but products and documentation supplied must be clearly identified as being remanufactured.

Contractors will be required to ensure that any remanufactured products supplied must perform to a comparable standard and quality as applicable to a new product.

#### 15.1.2. Refurbished (Reconditioned) Products

The Authority define this as:

*A device is a refurbished (reconditioned) device where a used product is returned to satisfactory working condition by rebuilding or repairing major components that are close to failure, even where there are no reported or apparent faults in those components. Manufacturing effort involves the replacement of worn or broken parts, generally less extensive than required to remanufacture but more than necessary for a repair of a device. Following refurbishment (reconditioning) devices are expected to perform their intended role, though overall performance may be marginally inferior to that of an original model.*

There may, on occasion, be a requirement for Contractors to provide a range of refurbished under this Framework Agreement. These products can be provided on a lease or capital purchase basis, but products and documentation supplied must be clearly identified as being refurbished.

Contractors will be required to ensure that any refurbished products supplied must perform to a comparable standard and quality as applicable to a new product.

#### 15.1.3. Disposal

The Contractor will adhere to, and fulfil all obligations relevant under the Waste (Scotland) Regulations, the WEEE Regulations, RoHS Regulations, Batteries Regulations and other relevant regulations and guidelines, for the duration of this Framework Agreement, ensuring that all end of life equipment and components which cannot be re-used is recycled minimising waste to landfill.

#### 15.2. Security of Supply

Contractors will be expected to maintain security of supply through appropriate and comprehensive supply chain management of risks, which are reasonably within their control, and which may arise due to availability of components, environmental, social or other relevant factors.

#### 15.3. Conflict Minerals

It is recognised that there are concerns regarding the use of 'conflict minerals' within electronics products, which are mined in conditions of armed conflict and human rights abuses, and which are sold or traded by armed groups. While the US has introduced the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 which focuses on certain minerals arising from the Democratic Republic of Congo (DRC) and applies only to US listed companies, the EU has recently consulted on a potential Directive with a potential self-certification system.

Throughout the term of the Framework Agreement, Contractors will be required to demonstrate how they assess the likelihood of conflict minerals within products, and what measures they have undertaken to minimise and eliminate, where practical, such minerals. The Contractor will be required to comply with any new and emerging legislation and/or self-certification system.

#### 15.4. Packaging

Contractors will be required to support a reduction in packaging under this Framework Agreement. This must not hinder the safe delivery of products. Minimisation of waste will be achieved through the principles of sustainably sourced materials as well as reduction, re-use and re-cycling methods, such as through the use of creative packaging design, innovative

environmentally friendly materials, and re-usable packaging. Contractors must adhere to all EU packaging and waste regulations where applicable and ensure that plastics used for product packaging do not contain halogen containing polymers. Packaging should contain recycled content, or, as an alternative, be sustainably sourced packaging. Contractors will be responsible for the removal of all packaging.

Cardboard packaging used will consist of at least 80% recycled content.

All packaging components will be easily separable by hand into individual materials to facilitate recycling.

All packaging must not contain any plant based material that was illegally sourced from its country of origin. Contractors will be expected to be able to verify legal sourcing of relevant materials.

Items are to be packed by order, with individual orders packed and labelled separately. Contractors will be responsible for ensuring that all packaging is of adequate size and of substantial quality to prevent damage to the goods and with regard to the environment. Each delivery must be accompanied by a delivery note, in a plastic sleeve, containing the following information as a minimum:

- the name of the contents;
- the net, gross and tare weights; and
- appropriate Contract and Order references.

#### 15.5. Environmental Standards

All equipment should meet the minimum environmental standards detailed in the document *ITT – Hardware Minimum Specification – Office Equipment*.

Contractors will be required to maintain a standard of environmental protection, including, certification to ISO 14001/EMAS or equivalent standards, relevant to the delivery of this Framework Agreement. They will also be expected to support carbon reporting to assist Framework Public Bodies in meeting their environmental targets.

#### 15.6. Energy Efficiency

All products should meet or exceed the minimum energy efficiency standards, or equivalent, detailed, where relevant, in the minimum specification for each device contained within the document *ITT – Minimum Hardware Specification – Office Equipment*. Contractors will be expected, on request, to provide full details of the environmental credentials of each device available, providing evidence of the relevant certification for each or how the device meets the required environmental criteria, as an equivalent.

Contractors are encouraged to demonstrate continual improvement in energy efficiency above the minimum standards including through innovative solutions. Where a product does not operate to a minimum energy efficiency standard Contractors will be required to demonstrate how energy efficiency is being addressed.

#### 15.7. Social & Ethical Responsibility

Contractors are expected to have appropriate standards for its organisation and its supply chain regarding legal, ethical and social issues.

Contractors will perform their obligations in accordance with the Authority's, and Framework Public Bodies' ethical sourcing policy, which is to promote appropriate standards regarding legal, ethical and social issues including, for example, health and safety, human rights including security of employment rights, equality, corruption and fair trade, in particular in developing or other countries with low production costs.

Contractors must take all reasonable steps to ensure that all Goods supplied under this Framework Agreement are produced in accordance with all International Labour Organisation (ILO) conventions that have been ratified by the country of their origin, in particular, in relation to labour standards, working conditions and the use of child labour.

Contractors will be expected to have a comprehensive system which demonstrates an on-going and systematic approach to identifying and managing risks relating to labour standards, working conditions and use of child labour in the supply chains relevant to the Framework Agreement. This should include policy, roles and responsibilities, objectives, targets and programmes, training and awareness, communications (including whistle blowing), documentation and procedures, supply chain management, emergency response, monitoring and reporting (including identification of all suppliers, changes made and audits undertaken in accordance with appropriate standards e.g. ETI Base Code, SEDEX, or equivalent), corrective action and review. The Contractor will be required to demonstrate continual improvement in working conditions and labour standards, while enhancing policies and systems and, where relevant, work with the Authority during the term of the Framework Agreement to ensure compliance with new and emerging legislation.

#### 15.8. Fair Work Practices

The Scottish Government (SG) is persuaded by evidence which shows that the delivery of high quality public services is critically dependent on a workforce that is well-motivated, well led and has appropriate opportunities for training and skills development. We also expect those who deliver public contracts to adopt fair employment practices for all workers engaged on delivering the contracts. These factors are also important for workforce recruitment and retention, and thus continuity of service. SG itself has adopted workforce policies to meet these requirements. These policies include:

- a pay policy that includes a commitment to supporting the [Living Wage](#) for the duration of this Parliament;
- fair employment practices;
- clear managerial responsibility to nurture talent and help individuals fulfil their potential;
- a strong commitment to Modern Apprenticeships and to the development of Scotland's young workforce;
- support for learning and development;
- no inappropriate use of zero hours contracts;
- no inappropriate use of "umbrella" companies;
- flexible working;
- flexi-time; and
- career breaks.

The SG also attaches importance to ensuring effective consultation and involvement of staff and SG management work in partnership with the Trade Union. While it is, of course, a personal decision whether or not to join a Trade Union, the SG encourages its staff to join an appropriate Union and to play an active part within it, making sure their views are represented.

Sub-contractor personnel responsible for delivering services on behalf of the Prime Contractor are unlikely to be solely dedicated to supporting the national framework. Scottish Procurement will monitor the situation throughout the term of this Framework Agreement and, in order to ensure the highest standards of service quality, we expect Contractors and Sub-contractors whose workers work alongside those of Framework Public Bodies to take a similarly positive approach to workforce-related matters as part of a fair and equitable employment and reward package.

#### 15.9. Community Benefits

The potential to take into account social considerations (also referred to as Community Benefits) in public procurement is firmly established and set out in European Directive 2014/24/EU, the Public Contracts (Scotland) Regulations 2015 (“the Regulations”) and European case law.

The Authority is interested in measures that Contractors propose to take to encourage:

- The targeted recruitment and training of the long-term unemployed and those further from the job market (by way of apprenticeships, work placements etc.);
- Educational benefits to communities, including working closely with educational establishments and community groups to maximise educational opportunities that arise through performance of the agreement, increasing awareness, skills and digital accessibility;
- Awareness of opportunities, either in a prime or sub-contracting role, for small to medium (SME) sized businesses and social enterprises. This should include opportunities for organisations with expertise in:
  - Provision of the requirement
  - Service delivery
  - End of life management of equipment, promoting their re-use, re-manufacture and recycling as well as compliance with security and WEEE requirements

The Authority will work with Contractors to voluntarily go beyond contractual requirements and the minimum legal requirements in pursuit of environmental and social objectives in their daily business operations.

### **16. Risk, Disaster Recovery & Business Continuity**

Contractors must have effective and tested Disaster Recovery and Business Continuity plans, policies and procedures in place in respect of all Goods offered under this Framework Agreement. These plans and procedures must be auditable and available on request.

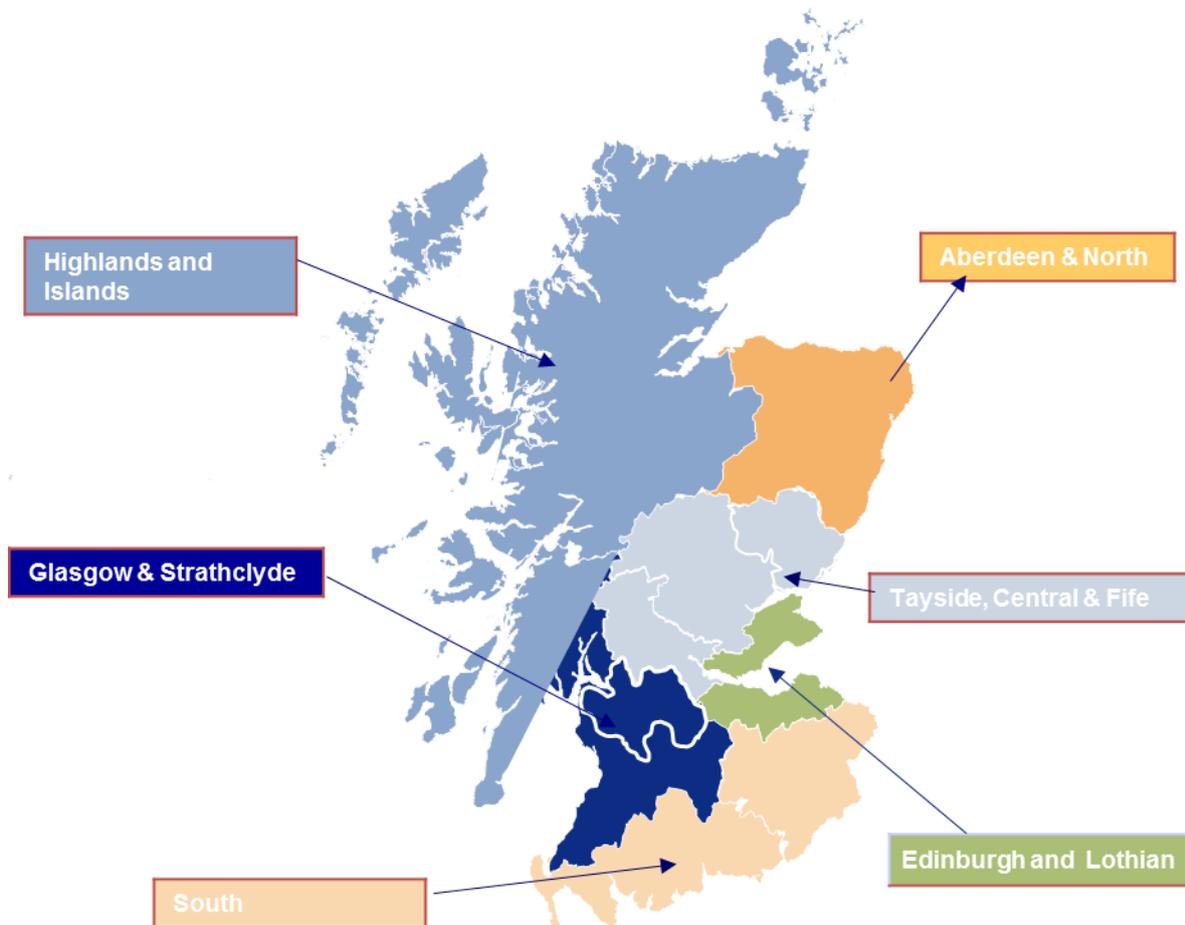
If requested, the Contractor will provide support and input to the Business Continuity and Disaster Recovery plans of Framework Public Bodies by making Goods available under this Framework Agreement, at short or urgent notice.

The Contractor must have a risk management strategy and a risk management plan for the delivery of Goods available under this Framework Agreement.

## Annex A – Service Coverage

The regions in the map below are referred to in the document *ITT – Schedule 1b (Technical Response) – Office Equipment*. Contractors must provide the same level of support, maintenance and service, regardless of a Framework Public Body’s size or geographical location. In order to support remote and off-shore areas in line with the required SLAs it may be necessary to utilise local arrangements.

Support & Maintenance	Critical Response – 2 Hours	Standard Response (VHV) – 2 Hours	Standard Response – 4 Hours	Fix Time – 4 Hours	First Time Fix – SLA 95%
Monday to Friday, 09:00 – 17:30*					



\* or as agreed with Framework Public Bodies.

This and the following X pages comprise Schedule 1b to the Framework Agreement between the Scottish Ministers and « Contractor name »

## **OFFICE EQUIPMENT**

### **SCHEDULE 1b – TECHNICAL RESPONSE**

**Tender Reference: SP-16-013**

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## 1. INSTRUCTIONS (Section Weighting 0%)

### 1.1. Instructions (Weighting 0%)

Unlike the Qualification Response, the Technical Response does not contain any questions linked to the information contained in the Supplier Profile.

The Technical Response contains questions relating to the Framework Agreement and supporting Schedules. All questions should be answered using this document, which should then be attached to the question titled 'ITT - Schedule 1b (Technical Response)' in Section 2.3 of the Technical envelope in PCS-Tender, question 1. Please ensure you have answered all of the questions in the template before uploading and submitting your response. The Technical Response question has been set as mandatory so the system will not allow you to submit your tender without first attaching your response document.

Please enter your response to each question within the boxes provided. These will expand to accommodate your full response; however, Contractors should aim to keep their answers as concise as possible. You are not required to provide a response directly into PCS-Tender for any of the questions contained in this document. These are in the PCS-Tender system to allow the evaluators to score each response individually.

**Contractors should answer each question contained in this document, with a specific focus on the scope of the Office Equipment Framework. Contractors must be able to deliver on every aspect of their Technical Response.**

Contractors responses must clearly identify in response to any question, when there is a reliance on a sub-contractor and/or Consortium members, explaining their capability and experience as the context of the question requires.

Only the information contained within the tender submission will be evaluated.

The document *ITT - Instructions to Tenderers – Office Equipment* provides further information about the scoring and weighting of each section and the questions contained within, and is located in the General Attachments area of PCS-Tender.

Where applicable, Contractors should identify any Contractor Sensitive Information contained within their Technical Response (as per clause 18 of the Framework Agreement) in document *ITT - Schedule 7 (Contractor Sensitive Information) – Office Equipment*. The information will be treated as confidential, and will be used by the evaluation panel to score the response, with all evaluators required to complete and sign a confidentially, non-disclosure and conflict of interest declaration prior to being given access to the Contractors responses.

This document will form part of the overall Framework Agreement; however, winning Contractors will be given the opportunity to redact any details of a commercially sensitive nature (e.g. other customer case studies) they do not feel is appropriate in the contract document.

## 2. FRAMEWORK AND ACCOUNT MANAGEMENT (Section Weighting 15%)

### 2.1. Framework Management (Weighting 30%)

The Authority requires a dedicated Framework Manager to act as a single point of contact for the purposes of operating the Framework. The dedicated Framework Manager will ensure the agreed service levels are maintained and will work on an on-going basis with their Account Management Team to ensure that a good level of service is consistently delivered, best value is assured throughout the term of the Framework and that opportunities to develop best practice are maximised.

Contractors will be required to provide support for a wide variety of Scottish public sector organisations, from small third sector organisations to large Local Authorities. The quality of service should be consistent across all Framework Public Bodies, but should also take into consideration each organisations unique requirements.

Contractors should describe how they will support the management of the Framework and how they will provide the following account management functions. An organisation structure should be provided to show the relationship between the account management functions, and should also provide details of relevant experience for all key named personnel managing similar frameworks:

- Dedicated Framework Manager
- Operational Account Management
- Pre-Sales & Project Implementation Management
- Technical Account Management
- Escalation Process

Contractors should also describe the processes in place for dealing with any complaints. This should include details of how they would propose to communicate with the Authority and/or the Framework Public Bodies on the status of any complaint and how issues will be managed and escalated to ensure resolution.

**Response:**

### 2.2. Implementation Services (Weighting 25%)

Contractors must have a robust Mobilisation Plan for commencing the Framework, and should provide their proposed mobilisation plan including allocation of resources to meet the Authority's Framework Commencement Date.

Contractors should also demonstrate, with examples, how their experience in supporting customers, to identify suitable products and/or solutions which meet their business requirements, will be applied to this Framework.

Contractors examples should include details of the technical services and support which can be provided to Framework Public Bodies and demonstrate how their experience in facilitating the refresh of an office equipment estate, in a public sector environment, will be applied to this Framework.

**Response:**

### 2.3. Improvement Initiatives (Weighting 25%)

Contractors should provide details of any improvement initiatives which could be made available through the delivery of the Framework Agreement. This could include, but not be limited to:

- Cost reduction
- Technology or innovation, and the process for identifying complementary or new products and services to be introduced to the Framework
- Communication and marketing
- Order management and eCommerce
- Community benefits, reference section 15.9 of document *ITT - Schedule 1a (SoR & KPIs) - Office Equipment*

A Contractors response should demonstrate how any proposed initiatives will enhance their service offering and differentiate their service provision from their competitors, at no additional cost to the Framework Public Bodies.

**Response:**

#### 2.4. Exit Management (Weighting 20%)

The Contractor must ensure an efficient migration to their services at the beginning of a contract and likewise to an alternative service at the end of the contract. Contractors will be expected to establish robust Exit Management plans at both a Framework and Call-off Contract level in line with the documents *ITT – Schedule 1a (SoR & KPIs) – Office Equipment* and *ITT - Framework Agreement Terms and Conditions – Office Equipment*.

Contractors must describe how they will facilitate these Exit Management requirements and ensure a seamless transfer between services. Contractors should also describe how Exit Management at a Framework and Call-off level will differ, and how this will be managed. Contractors may find it useful to provide relevant examples of how Exit Management has been successfully managed previously.

**Response:**

### 3. SERVICE DELIVERY AND SUPPORT (Section Weighting 40%)

#### 3.1. Service Delivery across the geography of Scotland (Weighting 30%)

Contractors will be required to achieve response times to meet the requirements of Framework Public Bodies across the geography of Scotland.

Contractors should provide details of any areas which they deem to be genuinely remote locations. The response times for the genuinely remote locations may vary for each Framework Public Body and will be agreed at the time of order, or as part of the further competition.

Contractors should outline how they would propose to meet the required response times from Framework commencement for each of the locations below:

- Highlands & Islands
- Aberdeen & North East
- Tayside, Central & Fife
- Glasgow, & Strathclyde
- Edinburgh & Lothians

- Scotland South

Contractors should also provide details of how they intend to manage and deliver training requirements. This should include details of the training resources available and the skills and experience of the staff who deliver training. The response should take into account on-site training in the geographic areas above, including typical travel times and distances, as well as providing details of any remote training they can support such as web based, computer based, and video conferencing.

**Response:**

### 3.2. Engineering Coverage (Weighting 30%)

Contractors will be required to ensure that a sufficient number of security cleared, qualified engineers are allocated to this Framework to deliver the required service and coverage as detailed in the document *ITT – Schedule 1a (SoR & KPIs) – Office Equipment* from Framework commencement.

Contractors should provide details of how engineering coverage will be provided across the geography of Scotland, to meet requirements and response times. This should include details of the optimum ratio between engineers and products which they are able to maintain in order to provide a quality service across the Framework.

Contractors must detail the number of employees that are genuinely available to service the Framework. It is recognised that Contractors (and sub-contractor where appropriate) will have other clients/commitments so details of how this will be managed should be provided.

This should be broken down to the locations identified below and, if appropriate, identify the locations where sub-contractors will be used in order meet this requirement:

- Highlands & Islands
- Aberdeen & North East
- Tayside, Central & Fife
- Glasgow, & Strathclyde
- Edinburgh & Lothians
- Scotland South

Contractors should identify the typical levels of skills, experience and on-going training in relation to the products they intend to supply, and confirm the staff turnover rate for the engineers covering Scotland.

Contractors should also demonstrate how skilled engineering support will be maintained and can be increased to meet potential demand.

**Response:**

### 3.3. Hours of Service & Response Times (Weighting 20%)

Contractors will be required to provide support and maintenance as defined in the document *ITT – Schedule 1a (SoR & KPIs) – Office Equipment*.

Contractors should provide details of how standard support and maintenance for these requirements will be provided, and must indicate if there are any limitations to this service and, if so, what alternative solutions they propose. Their response should include how they could provide increased levels of support where this is required by a Framework Public Body through further competition (e.g. 24x7 service)

Contractors should also describe how they will meet the required response times (i.e. standard response time of 4 working hours and critical response time of 2 working hours) including how they will prioritise criticality and then allocate resource to meet these maximum response times across the geography of Scotland. Contractors should also confirm how they will ensure these response times are achievable from the Framework Commencement Date.

Where there are any additional costs due to non-standard hours of service, these costs should be detailed in the document *ITT – Schedule 2 (Pricing) – Principal Catalogue: Rates – Office Equipment*.

**Response:**

#### 3.4. Helpdesk Support & Preventative Maintenance (Weighting 20%)

Contractors should provide details of how calls to the helpdesk will be managed. This should include how calls are initially logged, diagnosed and when these would be escalated to the 2<sup>nd</sup> line support team. They should provide details of the 2<sup>nd</sup> line support team, including their technical skills and experience, and under what circumstances and how a call would be raised for engineer support.

Contractors should include details of the following in their response:

- Locations of all helpdesk to be used to deliver this framework
- Staffing levels and expertise
- Hours (standard and extended hours of business)
- Average call answering times
- Knowledge of the Scottish geography
- Self-service capabilities

Contractors should also describe what preventative maintenance measures will be put in place to reduce the need for support calls, This should include any processes or procedures used to manage preventative maintenance, the expected frequency and how any disruption to the Framework Public Body would be minimised.

Contractors are encouraged to include diagrams, charts, etc. where these might help articulate the support services available and how they would be delivered.

**Response:**

### 4. MANAGED PRINT SOLUTIONS (Section Weighting 15%)

#### 4.1. Managed Print Service Provision (Weighting 60%)

As part of a further competition, Contractors may be asked to provide a Managed Print Service solution for this Framework Agreement to suit individual Framework Public Body's requirements. This may include, but not be limited to, the following provisions:

- Financial Analysis
- Assessment;
- Recommendations and Proposed Solutions for Improvements;

- Hardware and Software Solutions;
- Implementation of Agreed Solutions and their Management;
- Management of TUPE;
- Facilities Management;
- Total Asset Management; and
- Total Print Management

Contractors should detail their approach to Managed Print Services from assessment of need to solution, implementation, delivery, benefits and exit. Contractors must detail their ability to deliver a tailored service and modular approach to meet a Framework Public Body’s requirements. Please detail any limitations to the provision of a Managed Print Solution and where there are any additional costs, these costs should be detailed in the document *ITT – Schedule 2 (Pricing) – Principal Catalogue: Rates – Office Equipment*.

**Response:**

4.2. Legacy Equipment (Weighting 40%)

Contractors may be required, as part of delivering a Managed Print Service solution, to provide a management option to support and maintain legacy products (multi-vendor products) which are deployed across a Framework Public Body’s estate. The option to manage legacy products will be at the request of the Framework Public Body. Contractors will be required to act as the primary contact even if there is a need to sub-contract the support of legacy products. As part of this process, there may be a requirement for a validated asset list of the Framework Public Body’s legacy products to be maintained with reports being produced on these products.

Contractors should provide details on how they will manage legacy products as part of a Managed Print Solution. This should describe how the Contractor would manage a request from a Framework Public Body to utilise an existing sub-contractor already working with a Framework Public Body where the Contractor does not already have an existing sub-contracting relationship.

**Response:**

4.3. Non-mandatory MPS Requirements (0% weighting)

Contractors should confirm any of the non-mandatory MPS requirements described in the document *ITT – Schedule 1a (SoR & KPIs) – Office Equipment* in the table below (by double-clicking the box and selecting ‘Checked’) for the Services that can be provided:

Service	
Managed Content Service	<input type="checkbox"/>
Hybrid Mail	<input type="checkbox"/>
Document Management Services	<input type="checkbox"/>

Contractors should use this response to provide a summary of the non-mandatory MPS requirements they can provide. Contractors can also provide an overview of any additional MPS services not included above, but which they can provide, where they feel the inclusion of these services would add value to the Framework.

The response should take cognisance of changing work practices in the corporate print environment.

**Response:**

## 5. SECURITY & SOLUTIONS (Section Weighting 15%)

### 5.1. Security (Weighting 60%)

The Contractor and the Framework Public Body must agree on who is responsible for the disposal of any data. Due to the sensitive nature of data, there may be organisations whose IT policy dictates that, in the event of a fault, devices containing writeable media should not be removed from the premises. Contractors must provide details of any procedures in place for dealing with situations of this type, including end of life or lease.

Contractors must provide an appropriate methodology describing the process and any documentation provided to the Framework Public Body in order to ensure that security of data and information during disposal will be achieved.

Contractors should describe how they propose to provide remote access to Framework Public Bodies networked products installed as part of this Framework Agreement. This should be through appropriate security firewalls as advised by the Framework Public Body and should ensuring the highest levels of data protection at all times.

Contractors should describe how they will work with Framework Public Bodies to mitigate security risks generated by office equipment. This should include how they would secure and manage their proposed print infrastructure from a device management perspective, ensuring that devices remain secure throughout the duration of the contract.

Contractors should include a road map for future innovation in relation to security solutions for imaging and printing devices.

**Response:**

### 5.2. Device Testing & Evaluation (Weighting 40%)

Contractors will be required to test and evaluate each new product before it is installed in the live environment (unless otherwise agreed with the Framework Public Body). The testing and evaluation should take place in a secure, isolated environment away from the live network at the Framework Public Body's premises, unless otherwise agreed. Timescales for testing and evaluation will be agreed between the Framework Public Body and the Contractor.

Contractors should describe their testing and evaluation process and any standards applicable to that process. This should include:

- the format of the testing and evaluation report
- indicative timescales for testing and evaluation
- how the testing and evaluation process will provide security assessments of a newly tested and validated product
- how the process will be managed
- how compatibility with the "live" environment will be ensured.

In some instances, Framework Public Bodies may request and authorise Contractors, using appropriately qualified staff, to connect products to their network. Contractors should provide details of the size of the technical team who will liaise with the Framework Public Body including their typical levels of skills and experience and on-going training.

**Response:**

### 5.3. Hosted Print (0% weighting)

Contractors should confirm if they can provide a Hosted Print service as described in the document *ITT – Schedule 1a (SoR & KPIs) – Office Equipment*.

Contractors should use this response to provide a summary of their hosted print solution.

The response should take cognisance of the increasing demand for integration with mobile devices and changing work practices in the corporate print environment.

**Response:**

## 6. FINANCIAL OPTIONS (Section Weighting 2.5%)

### 6.1. Fleet Flexibility (Weighting 100%)

To provide a Framework Public Body with flexibility in managing their product fleet, Contractors will be expected to offer the ability to change, upgrade and/or downgrade the Framework Public Body's fleet by a minimum of 10% of all the products supplied during the term of any Call-off Contract (or legacy equipment, if appropriate) at no increase to the contracted prices.

Contractors should describe any minimum requirements to provide at least 10% fleet flexibility (e.g. number of products, duration of contract, etc.) Contractors should also confirm if legacy products supplied would be part of the 'in scope' fleet for this requirement.

Contractors should describe their process for upgrading and/or downgrading of products and provide details on the effect of the lease term. Where there are any additional costs in relation to fleet flexibility, these costs should be detailed in the documents *ITT – Schedule 2 (Pricing) – Principal Catalogue: Rates – Office Equipment*.

**Response:**

### 6.2. Alternative Pricing (Weighting 0%)

Framework Public Bodies may require alternative pricing mechanisms over and above those stated in the Principal Catalogue (i.e. capital purchase, 3, 4, or 5 year lease).

Contractors should provide details of alternative pricing options which could be made available, including a "No Commitment" offering as outlined in the document *ITT – Schedule 1a (SoR & KPIs) – Office Equipment*.

Where there are any additional costs relating to 'No Commitment', these costs should be detailed in the document *ITT – Schedule 2 (Pricing) – Principal Catalogue: Rates – Office Equipment*.

**Response:**

6.3. Economic Conditions (Weighting 0%)

In recognition of the volatility in current global currency markets, the Authority has made provisions for a Price Review to be considered after the first 6 months from Framework Commencement, as described in Schedule 2 (Pricing) and yearly thereafter.

In considering any Price Review proposal the Authority will take into account the mean average movement of the Bank of England exchange rate for the relevant currencies during the period in question and the extent to which these currencies contribute to the overall pricing for Goods, Services and associated Software.

Contractors are therefore requested to indicate the main currency driver(s) that contribute to the costs of their Goods, Services and associated Software and the impact that exchange rate fluctuations could have on their pricing.

**Response:**

**7. CORPORATE SOCIAL RESPONSIBILITY (Section Weighting 12.5%)**

The Contractor, whether a reseller or manufacturer, will be expected to support the Scottish Government's National Performance Framework and National Outcomes as per section 1 of the document *ITT - Schedule 1a (SoR & KPIs) – Office Equipment*.

The Contractor will be required to minimise the environmental impact of products and services delivered where practical, contribute to a more circular economy, provide relevant opportunities for community benefits, while also providing assurance regarding respect for labour rights in the supply chain.

7.1. Environmental (Weighting 20%)

The Contractor must support the Scottish Government's objective for [A Greener Scotland](#) with regard to actively managing, measuring and minimising their impact to the environment in respect of the servicing of this Framework Agreement. This includes, but is not limited to:

- energy efficiency
- reduction of carbon and other greenhouse gas emissions
- minimisation and sustainability of materials used
- waste minimisation and management in accordance with the waste hierarchy
- minimisation of hazardous materials and emissions
- addressing heat or noise output
- fuel efficiency and reduction in vehicle mileage

Contractors should provide details of their planned approach and proposals to continuously manage, measure and improve this requirement, outlining specific initiatives, including innovative solutions.

Contractors may find the use of examples or case studies helpful, as long as they are relevant to the delivery of the Framework Agreement requirements

**Response:**

## 7.2. Social & Ethical Responsibility (Weighting 20%)

Contractors must take all reasonable steps to ensure that Goods supplied under this Framework Agreement are produced in accordance with all International Labour Organisation (ILO) conventions that have been ratified by the country of their origin, in particular in relation to working conditions and the use of child labour.

Contractors will be expected to have a comprehensive system which demonstrates an on-going and systematic approach to identifying and managing risks relating to labour standards, working conditions and use of child labour in the supply chains relevant to the Framework Agreement. This should include:

- policy
- roles and responsibilities
- objectives, targets and programmes
- training and awareness
- communications (including whistle blowing)
- documentation and procedures
- supply chain management
- emergency response
- monitoring and reporting (including identification of all suppliers, changes made and audits undertaken in accordance with appropriate standards e.g. ETI Base Code, SEDEX, or equivalent)
- corrective action and review.

Contractors will be required to demonstrate continual improvement in working conditions and labour standards, while enhancing policies and systems and, where relevant, work with the Authority during the term of the Framework Agreement to ensure compliance with new and emerging legislation.

Contractors should provide detail on the action it takes to ensure that labour standards are being maintained in line with ILO core conventions and local labour laws, throughout its supply chain(s) for Goods relevant to the Framework Agreement.

Contractors should also provide detail on the action it will take to promote health and safety, human rights including security of employment rights, equality of opportunity, prevention of corruption and fair trade within the supply chain in connection with delivery of this Framework Agreement.

**Response:**

## 7.3. End of Life Management (Weighting 20%)

Contractors should provide details of the services which will be made available in the end of life management of products, which aim to extend the useful life of products and components and promotes the waste hierarchy (e.g. re-use, repair, refurbish, re-condition, re-manufacture). This includes extending the range of re-manufactured products available with an appropriate quality standard or, where not practical, recycling as well as compliance with security, RoHS and WEEE requirements.

Details of any buy back and/or recycling options available from the Contractor and/or each manufacturer of the devices proposed under this Framework Agreement should be provided.

Contractors should also provide details on how they will support Framework Public Bodies to enhance and extend the useful life across the range of framework devices.

**Response:**

#### 7.4. Packaging and Waste (Weighting 20%)

Contractors will be required to support a reduction in packaging under this Framework Agreement. This must not hinder the safe delivery of products. Minimisation of waste will be achieved through application of the waste hierarchy.

Contractors should provide details of their plans and proposed initiatives to reduce and eliminate packaging and waste under this Framework Agreement, including innovative solutions.

Contractors will be responsible for the collection, removal and re-cycling of all packaging material under this Framework Agreement. All packaging components will be easily separable by hand into individual materials to facilitate re-cycling. Contractors should describe their process for package recycling.

Contractors should also describe their processes or initiatives for collection and return of used toner bottles and cartridges (this system may similarly apply to other waste e.g. waste toner, developer liquids / powder, replaceable units such as fuser or developer, broken parts and packaging).

Contractors must comply with their obligations under RoHS guidelines. Where there is a cost, these collection and return services are to be provided at a minimum cost to the Framework Public Body and should be detailed in the document *ITT – Schedule 2 (Pricing) – Principal Catalogue: Rates – Office Equipment*.

**Response:**

#### 7.5. Workforce Matters (Weighting 20%)

The Scottish Government is persuaded by evidence which shows that employment practices, and a positive approach to workforce matters, can have a direct impact on the quality of goods supplied and services delivered.

Contractors should describe how their organisation proposes to commit to being a best practice employer and ensuring fair work practices are adopted in this respect, and in the delivery of this Framework. Responses need not be constrained to, or be reflective of any examples given alongside this question.

Contractors should provide details of how their organisation:

- takes the engagement and empowerment of workers seriously
- takes a positive approach to rewarding workers at a level that can help tackle poverty (e.g. through a commitment to paying at least the [Living Wage](#))
- adopts fair employment practices
- provides skills and training which helps workers fulfil their potential
- does not exploit workers (e.g. in relation to matters such as the inappropriate use of child labour or zero hours contracts)
- demonstrates organisational integrity with regard to the delivery of those policies, including having arrangements in place to ensure effective employee representation.

Contractors should provide tangible and measurable examples, which are capable of being monitored and reported through contract management procedures.

**Response:**

This and the following X pages comprise Schedule 2 to the Framework Agreement between the Scottish Ministers and « Contractor name »

**OFFICE EQUIPMENT**

**SCHEDULE 2 – PRICING**

**Tender Reference: SP-16-013**

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## **1. Framework Pricing**

- 1.1. The Pricing and Goods, Services and associated Software set out in this Schedule are for the Principal Catalogue as at the Commencement Date.
- 1.2. All prices are in pounds Sterling (£) exclusive of VAT.
- 1.3. All unit prices submitted in the Pricing Schedule include delivery.
- 1.4. The prices are inclusive of all the requirements in the Framework Agreement and supporting Schedules.
- 1.5. Prices should represent value for money to the taxpayer throughout the term of this Framework Agreement.

## **2. Product Offering**

- 2.1. Throughout the term of the Framework Agreement, as products reach their end of life, the Contractor will transition contracted Goods to an equivalent or next generation product.
- 2.2. The Authority reserve the right to amend the product offering to complement contracted Goods, Services and associated software throughout the term of the Framework Agreement.

## **3. Financial Options**

- 3.1. Financial options must provide the flexibility required by the Authority and/or Framework Public Body in meeting their budgetary and operational requirements. In general, the maximum leased period will be 5 years (7 years for Very High Volume (VHV)). Framework Public Bodies may enter into a secondary term but it will not be possible to create continual perpetual financial arrangements for products. There will be no minimum order quantity, billing or page volumes for the Goods.

## **4. Financial Options – Operating Lease**

- 4.1. For the Goods identified in the Framework Agreement, Contractors will be required to make provision for the Framework Public Body to lease products over 3, 4 and 5 year periods plus the requirement for up to 7 year lease for VHV print room equipment. All lease Call-off Contracts will be between the Framework Public Body and the Contractor. In exceptional circumstances, Framework Public Bodies may require a shorter lease period (e.g. 2 years) and this will be agreed between the Framework Public Body and the Contractor.
- 4.2. The lease terms need not be co-terminus unless this is requested by the Framework Public Body. Framework Public Bodies may award Call-off Contracts until the date of expiry of this Framework Agreement, which may run well beyond the duration of this Framework Agreement, potentially up to 7 years for VHV equipment.
- 4.3. The lease costs are to be fixed priced and not subject to price variation once an order has been agreed, unless otherwise agreed between the Framework Public Body and the Contractor.
- 4.4. Residual values for leased products after 5 years will be zero (7 years for VHV products). Residual values for products leased over a period that is less than 5 years will be identified by the Contractor in response to the Order Form as part of a Direct Award or mini competition.
- 4.5. Framework Public Bodies will have the option to enter into a secondary term subject to agreement with the Contractor. The secondary term will repay the residual value (if

applicable) on the same rate basis or lower as required with the Framework Public Body (including per click cost).

- 4.6. Contractors will be required to provide the Framework Public Body with 6 months written notice prior to the expiry date of any individual leased Goods.
- 4.7. All Goods will be considered ready for removal on the expiry date of the lease period. All charges will cease on that day unless otherwise agreed with the Framework Public Body.
- 4.8. Arrangements to remove Goods at the end of the lease period are the Contractor's responsibility and will be at no cost to the Framework Public Body.
- 4.9. Contractors will be required to make provision for a Framework Public Body to lease or loan equipment over shorter terms as requested by the Framework Public Body. Remanufactured or refurbished (reconditioned) products may be considered, providing the products meet all the technical, safety and environmental requirements.

## **5. Financial Options - Per Page Cost**

- 5.1. The per page cost (sometimes referred to as the “per click” cost) will cover the range of support and maintenance service costs and consumables such as toner, staples etc. but does not include paper (not covered by hardware capital purchase, hardware lease payments or specific extras). The per page cost is most commonly used when leasing products but can also be used as part of a capital purchase.
- 5.2. The “per page” cost will be fixed priced for the duration of the Call-off Contract and not subject to price variance once an order has been agreed, unless otherwise agreed between the Framework Public Body and the Contractor. The ‘per page’ cost will be per side of paper and will not vary with page size; from A6 to A3.
- 5.3. In some cases, Contractors will be required to provide a provision for the Framework Public Body to receive products with an all-inclusive per page cost for the products identified in the Framework Agreement. The inclusive per page cost will include the costs for the product, full maintenance, support and consumables plus any solutions or software which may be required by the Framework Public Body.

## **6. Financial Options – No Commitment**

- 6.1. As an added value option, the Contractor may choose to provide a “No Commitment” financial option to the Framework Public Body for the products identified in the Framework Agreement. This financial option may need a minimum volume and can be indicated on the Pricing Pages. “No Commitment” is a commercial solution which is, in essence, predicated on leased products not restricted by term length which can be returned, without cost, at any time providing 30 days notice is given by the Framework Public Body and the maximum period for any product is 5 years).

## **7. Financial Options - Capital Purchase**

- 7.1. Contractors will be required to make provision for a Framework Public Body to make a capital purchase of the Goods identified in the Framework Agreement.

## **8. Financial Options - Fleet Flexibility**

- 8.1. Contractors must provide flexibility with the Framework Public Body's fleet. No payment of settlement charges should apply where the product is considered redundant due to re-organisation, merger or closure and when all reasonable efforts have been made to re-site the products within the organisation. This flexibility is also required when:
  - 8.1.1. The product does not match the output required and a different product is required.
  - 8.1.2. Funding is withdrawn and a Framework Public Body can no longer meet its obligations under the lease.
  - 8.1.3. A substantial change is made to the Framework Public Body e.g. amalgamation
- 8.2. To provide the Framework Public Body with sufficient general flexibility in managing their product fleet, Contractors are expected to offer the flexibility to change, upgrade and/or downgrade the Framework Public Body's fleet by a minimum of 10% of all the Goods supplied during the term of any Call-off Contract (or legacy equipment if appropriate) at no increase to the to the contracted prices.
- 8.3. When an upgrade or downgrade of a product takes place during the period of the contract, the replacement product will form part of the original contract. The installation will be treated in the same manner as an additional product and the chosen lease term will commence from the installation date. If a settlement charge is payable due to early product termination, it is expected that Contractors will provide a discount of at least 10%. Re-siting should be free of charge (with no administration cost) unless the Contractor and the Framework Public Body have agreed that the re-siting is chargeable and the Contractor has received an authorised order. Free of charge re-siting excludes VHV equipment.

## **9. Financial Options – Rates**

- 9.1. Where it is appropriate for a Framework Public Body to procure services in order to identify appropriate solutions (e.g. site surveys, estate audits, etc.) the Contractor must charge no more than the rates specified in the document *ITT – Schedule 2 (Pricing) - Principal Catalogue: Rates – Office Equipment*.

## **10. Price Review**

- 10.1. The Contractor may request a variation in the Price on each Price Review Date by submitting to the Authority a list of Prices it wishes to review together with written evidence of the justification for any requested variation. In the event of an increase the following information should be provided:
  - 10.1.1. a breakdown of the profit and cost components that comprise the relevant Price;
  - 10.1.2. details of the movement in the different identified cost components of the relevant Price;
  - 10.1.3. details of the movement in any exchange rates which have impacted on the Price and as highlighted in the Contractors tender response in document *ITT - Schedule 1b (Technical Response) – Office Equipment*;
  - 10.1.4. reasons for the movement in the different identified cost components of the relevant Price; and
  - 10.1.5. evidence that the Contractor has attempted to mitigate against an increase (if applicable) in the relevant cost components.
- 10.2. Notwithstanding clause 10.1 above, the Price shall otherwise remain fixed for the term of the Framework Agreement except where:10.1

- 10.2.1. the Contractor, at their sole discretion, reduces the price: or
  - 10.2.2. the Authority has provided the Contractor with benchmarked prices in accordance with clause 11 (Benchmarking).
  - 10.2.3. It is recognised that the Contractor may, from time to time, run promotions at prices lower than standard Framework Agreement Pricing.
- 10.3. The Authority may at its discretion agree to a Price variation, however any increase in the Price pursuant to clause 10.1 shall:
- 10.3.1. not exceed the percentage change in the Office of National Statistics' Consumer Prices Index (CPI) between the Commencement Date and Price Review Date or between the preceding Price Review Date and the applicable Price Review Date, and/or
  - 10.3.2. not exceed the mean average change in the Bank of England currency exchange rate between the Commencement Date and Price Review Date or between the preceding Price Review Date and the applicable Price Review Date, and/or
  - 10.3.3. not be based solely on exchange rate movement unless the exchange rate change is greater than 5% between the Commencement Date and Price Review Date or between the preceding Price Review Date and the applicable Price Review Date.
- 10.4. Notwithstanding, the provisions of clause 10.3, the Authority may at its sole discretion decide that any Price variation may exceed either the CPI or exchange rate increase where in the Authority's reasonable opinion such Price increase is justified in accordance with clause 10.1.
- 10.5. Any request for a price review must be submitted with documentary evidence which fully supports the request, and demonstrates an overall negative impact on the Contractor's ability to maintain the current Framework Prices.
- 10.6. Contractors should note that, following any request for a price review, the Authority will consider the request and, where the request is deemed robust and justifiable, will submit a business case for approval in accordance with the Authority's internal governance. Once approved, a 10 Working Day notice period of any price changes must be provided to Scottish public sector Procurement Centres of Expertise. It is envisaged that the approval process will take no less than 20 Working Days from the date the business case is submitted for internal approval.
- 10.7. Any special promotional pricing must be clearly identified and made available through the framework.
- 10.8. For the avoidance of doubt any change to the Price implemented pursuant to clause 10 is made independently of, and shall not affect the Prices payable by the Authority or any Public Framework Body under a Call-off Contract in force at the time a change to the Price is implemented.

## **11. Benchmarking**

- 11.1. The Contractor must demonstrate to the Authority throughout the term of the Framework Agreement that the pricing available through the Framework Agreement is competitive and represents value for money.
- 11.2. The Authority reserves the right to benchmark or commission third party benchmarking of the Framework Agreement Pricing at any time in order to determine that they represent best value for money for Framework Public Bodies.

- 11.3. The Contractor will be given the opportunity to review and improve the benchmarked prices.
- 11.4. The Authority reserves the right to suspend or terminate the Contractor's appointment to provide Goods, Services and associated Software to Framework Public Bodies if the pricing is not competitive and does not represent value for money.
- 11.5. Any variations to the Price and benefits of work carried out by the Contractor to improve the products and services will be implemented by the Contractor (subject to EU procurement regulations and the Framework Agreement) at no additional cost to the Framework Public Body.
- 11.6. The benefit of any work carried out by the Contractor to improve or update the Goods, Services or associated Software, or any alterations or variations to the Framework and/or Contract Price, or the provision of the Goods, Services and associated Software, which are identified as a result of continuous improvement or as a consequence of any benchmarking carried out by the Authority and/or Framework Public Body, will be implemented by the Contractor (subject to EU procurement regulations and the Framework Agreement). This will be at no additional cost to the Authority and/or Framework Public Bodies.

## **12. Principal Catalogue**

- 12.1. The Prices set out in the Principal Catalogue and pricing pages are the maximum that the Contractor may charge pursuant to any Call-off Contract.
- 12.2. The Contractor acknowledges and agrees that any Prices submitted in relation to further competition held in accordance with Schedule 3 (Award and Ordering Procedures) shall be equal to or lower than the Prices contained in the Principal Catalogue but may exclude any element of the Price which relates to costs incurred by the Contractor in providing any additional Insurance specified in the Order Form and pursuant to clause 37 of the Framework Agreement.
- 12.3. Insert list of the pricing submission spread sheets.