

From: Redacted (S(38)(1)(b))

Sent: 24 January 2024 19:21

To: Redacted (S(38)(1)(b))

Cc: Redacted (S(38)(1)(b))

Subject: 11a ScotGov By-Election E-Counts - Contract Variation

Importance: High

Hi Redacted (S (38)(1)(b))

You might recall the eCounting variation done in 2022 to cover local council by-elections? Redacted (S(38)(1)(b)) assisted with that but I don't think she is still in SG so coming back to you.

Fujitsu have submitted a further contract variation for by-election services which we are content with. This does 2 main things:

- Applies CPI to the services – which they are entitled to do; and
- Reduces transportation costs.

The story with the transport costs is that we have pushed them extremely hard to reduce these and have eventually persuaded them to agree to the use of the same courier that their partner's Idox use and to the storage of the eCounting equipment in a secure warehouse in Glasgow between by-elections (provided by Glasgow Council at nil cost). This will in future provide a Scottish based site and reduce costs for Councils.

Redacted (S(38)(1)(b))'s emails below set out the changes and also cover some additions that Fujitsu are paying for.

We are also asked to agree to SG paying for equipment to be returned to their warehouse at the end of the contract (assuming we do not exercise our right to buy it). This is yet to be drafted into the variation. See highlighted bit below. It seems a reasonable request given they are going to pay for all equipment to be shipped up here.

Are you able to review this and advise if the changes are acceptable from your perspective? Do you need to sign this for SG or can Redacted (S(38)(1)(b)) do it?

Happy to speak

Cheers

Redacted (S(38)(1)(b))

My working days are Tuesday to Thursday

Accessibility and Digital Delivery
Elections Team

Mobile: Redacted (S(38)(1)(b))
Elections and Constitutional Projects Division
Scottish Government



From: Redacted (S(38)(1)(b))
Sent: 12 January 2024 09:38
To: Redacted (S(38)(1)(b))
Cc: Redacted (S(38)(1)(b))
Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Hi both,

A swift follow up I know but realised that I had missed a key piece of information in the below regarding what the contract variation will mean to councils. Summary table is below (noting that variable elements are based on averages seen to date). This sees that councils will see a reduction in charges of between 4-5% and the % of charges made up by couriers is significantly reduced.


	Present day average	Forecast Average post CV005 signature
Service Charge (Fixed)	Redacted (S (33)(1)(b))	Redacted (S (33)(1)(b))
Transport (Variable)	Redacted (S (33)(1)(b))	Redacted (S (33)(1)(b))
Printing (Variable)	Redacted (S (33)(1)(b))	Redacted (S (33)(1)(b))
Total	£ 22,861.33	£ 21,844.52

As highlighted before, happy to take any questions and walk through as required.

Regards,

Redacted (S(38)(1)(b))
Fujitsu
Redacted (S(38)(1)(b))



 Please consider the environment - do you really need to print this email?

From: Redacted (S(38)(1)(b))

Sent: Friday, January 12, 2024 9:04 AM

To: Redacted (S(38)(1)(b))

Cc: Redacted (S(38)(1)(b))

Subject: ScotGov By-Election E-Counts - Contract Variation

Hi **Redacted (S(38)(1)(b))**

,

As discussed earlier this week, please see attached the proposed updated contract variation (CV005). If you'd welcome a call to walk through then very happy to arrange.

This variation proposes changes to the contract (details of which were largely rewritten in CVN002) in a small number of places to reflect the changes discussed prior to Christmas to support overall cost reduction, which I have summarised below:

- Location change of equipment from Fujitsu's offices to ScotGov, with associated ScotGov dependency that access will be permitted for completeness.
- Wording added in approach to cover off the arrangement that each eCount is agreed to be a test for the next and that hand-holding of equipment by Fujitsu between eCounts is not expected.
- Updates to pricing:
 - Increasing applicable items by indexation. This has been done in line with CPI for the 12 month period up to and including September 2023 at 6.7%
 - Removal of minimum courier pricing to allow the savings from using cheaper/alternative methods with Idox to be achieved. The maximum has been retained and unchanged.

Other items to note

- To support the new ways of working, and as discussed on Tuesday, Fujitsu will at our own cost invest in new flight cases and TV covers/cases asap. This will support both the ongoing life of equipment across the contract and, particularly in the case of flight cases, support in the reduction of delivery charges to councils.
- Regarding the shipping costs to locate equipment to the agreed location in ScotGov offices. We're firstly looking to see if we can arrange delivery as part of the return leg from the January and February e-Counts (though as discussed we'll come back to you as it may not be possible/the best approach). Where that is unable to occur, then Fujitsu's proposal is that Fujitsu will pay for the equipment to be shipped to ScotGov's offices, and we would seek that ScotGov pay for the return of equipment to Fujitsu at the end of the contract (assuming that ScotGov don't take up their right to purchase the equipment). If you are in agreement with this, we can add it as a statement to the contract variation prior to signature.

Regards,

Redacted (S(38)(1)(b))

Fujitsu

Redacted (S(38)(1)(b))



 Please consider the environment - do you really need to print this email?

CONTRACT VARIATION AGREEMENT CVA 005

Between

the Scottish Ministers and Fujitsu Limited, a company incorporated under the Companies Acts with registered number 96056, and having its registered offices at Lovelace Road, Bracknell, RG12 8SN

Re: Contract Case/440206 for the provision of an electronic vote counting solution between the Scottish Ministers and Fujitsu Limited dated 16/10/2020

Contract Variation Agreement Number	CVA 005
Party Requesting Variation	Scottish Government
Purpose of Variation	To update pricing for indexation and formalise the ways of working agreed to achieve better value for money for councils.
Variation	<ul style="list-style-type: none">• Amendment of storage location of equipment• Confirmation of the test and spares approaches for eCounts• Amendment of the pricing table to allow for indexation
Cost/Benefit Impact	<ul style="list-style-type: none">• Amendment of ways of working to support reduction in costs.• Aspects of pricing updated to reflect indexation increases
Effective date	Effective following signature by both Parties Authorised Representatives. Effective date being the date of the signature of the latter Party to sign.
Implementation Plan	As set out in Appendix A of this Contract Variation.
Previous contract variation agreements	CVA 001 – to reflect COVID-19 impact CVA 002 – By elections CVA 003 – System builds CVA 004 – Drawback clause

Variation Approved by Authorised Representatives	
---	--

Signed On Behalf of Scottish Ministers	
Print Name	
Position	
Place (town)	
Date	
Witness' Signature	
Print witness' full name and address	
Signed On Behalf of Fujitsu Limited	
Print Name	
Position	
Place (town)	
Date	
Witness' Signature	
Print witness' full name and address	

This and the attached 5 pages comprise the detail referred to in the foregoing Contract Variation Agreement between the Scottish Ministers and Fujitsu Limited (“Fujitsu”).

The parties agree to vary the Contract in accordance with the amendments to:

VARIATIONS

1. Terms and Conditions

No changes proposed

2. Schedule 1 Definitions

No changes proposed

3. Schedule 2 Specification and Service Levels

3.1 Requirements

Remove Section 3.1 bullet b) stating:

“b) The Service Provider’s System will be stored in a secure location by the Service Provider when not in use;”

And replace with:

“b) The Service Provider’s System will be stored in a secure location provided by the Client when not in use.

3.2 Assumptions and Client Responsibilities

Add the below bullets b), c) and d)

“b) The Client will provide the Service Provider with a Client owned building to store the Service Provider’s system. This will be at no cost to the Service Provider. Should the Client need to relocate the equipment from the agreed Client building to another, this will be at the Client’s expense.

c) The Client will provide access to the Service Provider’s team to allow for the Service Provider to perform its services (including but not limited to collection and delivery of equipment to support requested e-Counts by Scottish Councils). This access may need to be out of core office hours and access should not be unreasonably withheld by the Client.”

d)At exit of the Agreement, subject to agreements made in Schedule 11 (Exit Management) and the Client’s right to procure any e-Count hardware, if required, the Service Provider will require the Client to discuss how e-Count equipment is to be recovered to the Service Provider’s premise.

3.3 Solution

Add the below text following bullet c)

“Note: In order to support the reduction of costs for Scottish councils (particularly e-Counts), each request for an e-Count received by the Service Provider, will be assessed to determine the appropriate amount of equipment (including spares) to be sent to the Council to meet their requirement. In addition, if agreed by both parties, and whilst the Service Provider can continue to deliver the required services, equipment sent to Councils may be replaced for items with a smaller weight or footprint (e.g server cabinets for flight cases) to further reduce courier costs.”

Add bullet d)

“d) Ways of working: To further support cost reduction in delivery of the Services, the Client and Service Provider have agreed that each e-Count undertaken, will act as a test of the equipment for the next eCount to be held. As a result of this approach:

- I. The Service Provider should ensure reasonable spares are shipped against each requirement*
- II. The Client accept that, notwithstanding point (I), that spares may not adequately mitigate any/all possible risks and that there remains a risk that equipment delivered to sites has not been validated as working since the last e-Count it was used for, and that where spares are insufficient, that there may be a disruption to eCount services to councils. Any disruption due to this revised approach, will not be considered the fault of the Service Provider nor at the Service Provider’s cost to resolve.*

4. Schedule 3 Pricing

Update to existing pricing table from CVA002 and replace with pricing table below.

Item	Description of Service	Type	Price
Electronic Counting Service for a single by-election.	Delivery, set-up, operational support and removal of eCounting system over 3 working days, this will include: 1. Offsite Project Management 2. Onsite Project Management 3. Onsite Technical Engineer 4. Data Load Services 5. Supply of reports and transfer of Count data 6. Demonstration/walk through of the system and key processes 7. Access to training materials for Council staff/ This is dependent on travel to on Day 1 and travel back on Day 3	Core service Subject to Indexation	Redacted S33 (1)(b)
Delivery and Collection of equipment	Cost of shipping equipment, based on: - Central Scotland (min) - Scottish Islands (max)	Core service Indicative pricing only	Charges to go up to a maximum of Redacted S33 (1)(b)
Additional days	Additional days required due to location or customer requirements e.g. additional training Includes provision of both onsite Project Management and Technical Engineer for 1 day	Core service if required Subject to Indexation	Redacted S33 (1)(b)
Each additional by-election (Contest) counted using the same system and location.	Extended service where more than one by-election is counted using the same system at the same time (not including additional print costs)	Core service if required Subject to Indexation	Redacted S33 (1)(b)

Ballot Paper and other printing services	Postal Packs with inserts – up to 1500 Ballot Books – up to 200	Optional service Subject to Indexation	Redacted S33 (1)(b)
	Postal Packs with inserts – up to 2000 Ballot Books – up to 200		Redacted S33 (1)(b)
	Postal Packs with inserts – up to 3000 Ballot Books – up to 200		Redacted S33 (1)(b)
	Postal Packs with inserts – up to 3000 Ballot Books – up to 300		Redacted S33 (1)(b)

5. Schedule 4 Financial Reports and Model

No changes proposed.

6. Schedule 5 Management Arrangements

No changes proposed.

7. Schedule 6 Key Individuals

No changes proposed.

8. Schedule 7 Approved Subcontractors

No changes proposed.

9. Schedule 8 Sensitive Information

No changes proposed.

10. Schedule 9 Parent Company Guarantee

No changes proposed.

11. Schedule 10 Data Protection

No changes proposed.

12. Schedule 11 Exit Management

No changes proposed.

13. Schedule 12 Change Control Procedure

No changes proposed.

14. Schedule 13 Security

No changes proposed.

15. Schedule 14 Software

No changes proposed.

16. Schedule 15 Project Plan

No changes proposed.

17. Schedule 16 Testing

No changes proposed.

18. Schedule 17 BDCR

No changes proposed.

19. Schedule 18 Clients

No changes proposed.

From: Redacted (S38(1)(b))

Sent: 25 January 2024 16:59

To: Redacted (S38(1)(b))

Cc: Redacted (S38(1)(b))

Subject: 11b ScotGov By-Election E-Counts - Contract Variation

Hi Redacted (S38(1)(b)), thanks for talking me through what needs done. I have completed/updated the RPA and submitted that. While we were speaking, Redacted (S38(1)(b)) from Fujitsu sent a further draft variation though and this is attached for you to pass to whomever in your team picks this up! It's just a correction to lines in a table that were not right so nothing material.

Look forward to hearing from one of your team shortly.

Thanks again

Redacted (S38(1)(b))

My working days are Tuesday to Thursday

Accessibility and Digital Delivery

Elections Team

Mobile: Redacted (S38(1)(b))

Elections and Constitutional Projects Division
Scottish Government



From: Redacted (S38(1)(b))

Sent: 25 January 2024 15:30

To: Redacted (S38(1)(b))

Cc: Redacted (S38(1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Hi Redacted (S38(1)(b)),

Many thanks. We'll await your feedback. One thing we have established in the interim, is that there was a presentation error in v0.1 of the Contract Variation provided. The descriptions of the printing charges at the bottom of the pricing table were not reflective of the last ones agreed (they came from an older version of the contract) and the option to procure up to 4000 sheets had been cut from the table. This has now been added. Pricing has not changed and the "average price per eCount" below still holds from that presented below.

Apologies if this has caused any confusion but hopefully limited impact as affects presentation only.

Regards,

Redacted (S38(1)(b))

Fujitsu

Redacted (S38(1)(b))



Please consider the environment - do you really need to print this email?

From: Redacted (S38(1)(b))

Sent: Wednesday, January 24, 2024 6:55 PM

To: Redacted (S38(1)(b))

Cc: Redacted (S38(1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Hi **Redacted (S38(1)(b))**

Many apologies for the delay in coming back to you. I cannot give you a substantive reply quite yet but hope to do so next week.

Best wishes

Redacted (S38(1)(b))

My working days are Tuesday to Thursday

Accessibility and Digital Delivery

Elections Team

Mobile: **Redacted (S38(1)(b))**

Elections and Constitutional Projects Division

Scottish Government



From: Redacted (S38(1)(b))

Sent: 24 January 2024 09:04

To: Redacted (S38(1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Hi **Redacted (S38(1)(b))**,

Just following up to see if there is as yet any feedback on the contract variation sent over and whether you'd appreciate a call to discuss?

Regards,

Redacted (S38(1)(b))

Fujitsu

Redacted (S38(1)(b))



Please consider the environment - do you really need to print this email?

From: **Redacted (S38(1)(b))**

Sent: Friday, January 12, 2024 9:57 AM

To: **Redacted (S38(1)(b))**

Cc: **Redacted (S38(1)(b))**

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Thanks **Redacted (S38(1)(b))** – for this and the follow up – I'll take a look and come back with any comment

Redacted (S38(1)(b))

Redacted (S38(1)(b))

EMB | Electoral Management
Board for Scotland

From: **Redacted (S38(1)(b))**

Sent: Friday, January 12, 2024 9:04 AM

To: **Redacted (S38(1)(b))**

Cc: **Redacted (S38(1)(b))**

Subject: ScotGov By-Election E-Counts - Contract Variation

Hi **Redacted (S38(1)(b))**,

As discussed earlier this week, please see attached the proposed updated contract variation (CV005). If you'd welcome a call to walk through then very happy to arrange.

This variation proposes changes to the contract (details of which were largely rewritten in CVN002) in a small number of places to reflect the changes discussed prior to Christmas to support overall cost reduction, which I have summarised below:

- Location change of equipment from Fujitsu's offices to ScotGov, with associated ScotGov dependency that access will be permitted for completeness.
- Wording added in approach to cover off the arrangement that each eCount is agreed to be a test for the next and that hand-holding of equipment by Fujitsu between eCounts is not expected.
- Updates to pricing:
 - Increasing applicable items by indexation. This has been done in line with CPI for the 12 month period up to and including September 2023 at 6.7%
 - Removal of minimum courier pricing to allow the savings from using cheaper/alternative methods with Idox to be achieved. The maximum has been retained and unchanged.

Other items to note

- To support the new ways of working, and as discussed on Tuesday, Fujitsu will at our own cost invest in new flight cases and TV covers/cases asap. This will support both the ongoing life of equipment across the contract and, particularly in the case of flight cases, support in the reduction of delivery charges to councils.
- Regarding the shipping costs to locate equipment to the agreed location in ScotGov offices. We're firstly looking to see if we can arrange delivery as part of the return leg from the January and February e-Counts (though as discussed we'll come back to you as it may not be possible/the best approach). Where that is unable to occur, then Fujitsu's proposal is that Fujitsu will pay for the equipment to be shipped to ScotGov's offices, and we would seek that ScotGov pay for the return of equipment to Fujitsu at the end of the contract (assuming that ScotGov don't take up their right to purchase the equipment). If you are in agreement with this, we can add it as a statement to the contract variation prior to signature.

Regards,

Redacted (S38(1)(b))Fujitsu

Redacted (S38(1)(b))



From: Redacted (S38 (1)(b))

Sent: 20 February 2024 18:47

To: Redacted (S38 (1)(b))**Cc:** Redacted (S38 (1)(b))**Subject:**

RE: 12a ScotGov By-Election E-Counts - Contract Variation

Hi Redacted (S38 (1)(b))

I apologise again for the delay and will see if I can get an estimate of how long this might take.

Best wishes

Redacted (S38 (1)(b))

My working days are Tuesday to Thursday

Accessibility and Digital Delivery

Elections Team

Mobile: Redacted (S38 (1)(b))

Elections and Constitutional Projects Division
Scottish Government



From: Redacted (S38 (1)(b))

Sent: Tuesday, February 20, 2024 2:30 PM

To: Redacted (S38 (1)(b))

Cc: Redacted (S38 (1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Hi Redacted (S38 (1)(b)),

Realise the review was undergoing with Procurement colleagues and not yourself but wondered if there was any update or feedback on the contract variation issued?


Regards,

Redacted (S38 (1)(b))

Fujitsu

Redacted (S38 (1)(b))



 Please consider the environment - do you really need to print this email?

From: Redacted (S38 (1)(b))
Sent: Tuesday, January 30, 2024 3:11 PM
To: Redacted (S38 (1)(b))
Cc: Redacted (S38 (1)(b))
Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Hi Redacted (S38 (1)(b))

Sorry for the hold up, we have strict rules that mean any changes need approved by procurement.

I suggest you base your quote on the new rates including CPI. As you say this is allowable under the contract.

Hopefully you can factor in the fact that Glasgow are providing the storage (at nil cost) into the quote as well.

I hope this helps

Best wishes

Redacted (S38 (1)(b))

My working days are Tuesday to Thursday

Accessibility and Digital Delivery
Elections Team
Mobile: Redacted (S38 (1)(b))
Elections and Constitutional Projects Division
Scottish Government



From: Redacted (S38 (1)(b))
Sent: 30 January 2024 14:46
To: Redacted (S38 (1)(b))

Cc: Redacted (S38 (1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Importance: High

Many thanks for the update Redacted (S38 (1)(b))

As you and Redacted (S38 (1)(b)) may be aware, a further by-election has been requested for early March at Glasgow and we're pulling together the quote asap for issue. As part of that, I wanted to validate with yourselves that you are ok that we apply the indexed charges as stated within the CVN005? My understanding is that indexed charges alone would not have required a Contract Variation, (as the principle for indexation is already covered within the contract), and therefore working on the basis that procurement colleagues are reviewing only the other changes proposed?

We have held pricing at prior levels, and introduced the savings we can already for courier charges, for the recent Stirling eCount and forthcoming Scottish Borders eCount, so hoping that you appreciate that we are trying to support keeping prices lower than expected. Would be grateful for your feedback asap and we'll issue the quote thereafter.

Regards,

Redacted (S38 (1)(b))

Fujitsu

Redacted (S38 (1)(b))



Please consider the environment - do you really need to print this email?

From: Redacted (S38 (1)(b))

Sent: Thursday, January 25, 2024 4:04 PM

To: Redacted (S38 (1)(b))

Cc: Redacted (S38 (1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Thanks Redacted (S38 (1)(b))

I have actually just come off a call with procurement colleagues about this variation. We need them to review it and indeed agree to it. I am advised that it may take 2 weeks for them to come back to me due to workloads and I wanted to let you know that.

As soon as we have sorted our end out we will be back in touch.

Thanks for your patience.

Cheers

Redacted (S38 (1)(b))

My working days are Tuesday to Thursday

Accessibility and Digital Delivery
Elections Team

Mobile: **Redacted (S38 (1)(b))**

Elections and Constitutional Projects Division
Scottish Government



From: Redacted (S38 (1)(b))

Sent: 25 January 2024 15:30

To: Redacted (S38 (1)(b))

Cc: Redacted (S38 (1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Hi **Redacted (S38 (1)(b))**,

Many thanks. We'll await your feedback. One thing we have established in the interim, is that there was a presentation error in v0.1 of the Contract Variation provided. The descriptions of the printing charges at the bottom of the pricing table were not reflective of the last ones agreed (they came from an older version of the contract) and the option to procure up to 4000 sheets had been cut from the table. This has now been added. Pricing has not changed and the "average price per eCount" below still holds from that presented below.

Apologies if this has caused any confusion but hopefully limited impact as affects presentation only.

Regards,

Redacted (S38 (1)(b))

Fujitsu

Redacted (S38 (1)(b))





Please consider the environment - do you really need to print this email?

From: Redacted (S38 (1)(b))

Sent: Wednesday, January 24, 2024 6:55 PM

To: Redacted (S38 (1)(b))

Cc: Redacted (S38 (1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Hi Redacted (S38 (1)(b))

Many apologies for the delay in coming back to you. I cannot give you a substantive reply quite yet but hope to do so next week.

Best wishes

Redacted (S38 (1)(b))

My working days are Tuesday to Thursday

Accessibility and Digital Delivery

Elections Team

Mobile: Redacted (S38 (1)(b))

Elections and Constitutional Projects Division
Scottish Government



Scottish Government
Riaghaltas na h-Alba

From: Redacted (S38 (1)(b))

Sent: 24 January 2024 09:04

To: Redacted (S38 (1)(b))

Cc: Redacted (S38 (1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Hi Redacted (S38 (1)(b)),

Just following up to see if there is as yet any feedback on the contract variation sent over and whether you'd appreciate a call to discuss?

Regards,

Redacted (S38 (1)(b)) Fujitsu

Redacted (S38 (1)(b))



 Please consider the environment - do you really need to print this email?

From: Redacted (S38 (1)(b))
Sent: Friday, January 12, 2024 9:57 AM
To: Redacted (S38 (1)(b))
Cc: Redacted (S38 (1)(b))
Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Thanks Redacted (S38 (1)(b)) – for this and the follow up – I’ll take a look and come back with any comment

Redacted (S38 (1)(b))

EMB | Electoral Management
Board for Scotland

From: Redacted (S38 (1)(b))
Sent: Friday, January 12, 2024 9:04 AM
To: Redacted (S38 (1)(b))
Cc: Redacted (S38 (1)(b))
Subject: ScotGov By-Election E-Counts - Contract Variation

Hi Redacted (S38 (1)(b)),

As discussed earlier this week, please see attached the proposed updated contract variation (CV005). If you’d welcome a call to walk through then very happy to arrange.

This variation proposes changes to the contract (details of which were largely rewritten in CVN002) in a small number of places to reflect the changes discussed prior to Christmas to support overall cost reduction, which I have summarised below:

- Location change of equipment from Fujitsu’s offices to ScotGov, with associated ScotGov dependency that access will be permitted for completeness.
- Wording added in approach to cover off the arrangement that each eCount is agreed to be a test for the next and that hand-holding of equipment by Fujitsu between eCounts is not expected.
- Updates to pricing:

- Increasing applicable items by indexation. This has been done in line with CPI for the 12 month period up to and including September 2023 at 6.7%
- Removal of minimum courier pricing to allow the savings from using cheaper/alternative methods with Idox to be achieved. The maximum has been retained and unchanged.

Other items to note

- To support the new ways of working, and as discussed on Tuesday, Fujitsu will at our own cost invest in new flight cases and TV covers/cases asap. This will support both the ongoing life of equipment across the contract and, particularly in the case of flight cases, support in the reduction of delivery charges to councils.
- Regarding the shipping costs to locate equipment to the agreed location in ScotGov offices. We're firstly looking to see if we can arrange delivery as part of the return leg from the January and February e-Counts (though as discussed we'll come back to you as it may not be possible/the best approach). Where that is unable to occur, then Fujitsu's proposal is that Fujitsu will pay for the equipment to be shipped to ScotGov's offices, and we would seek that ScotGov pay for the return of equipment to Fujitsu at the end of the contract (assuming that ScotGov don't take up their right to purchase the equipment). If you are in agreement with this, we can add it as a statement to the contract variation prior to signature.

Regards,

Redacted (S38 (1)(b))

Fujitsu

Redacted (S38 (1)(b))



Please consider the environment - do you really need to print this email?

From: Redacted (S38 (1)(b))

Sent: 29 February 2024 13:27

To: Redacted (S38 (1)(b))

Subject: 14 ScotGov By-Election E-Counts - Contract Variation

Hi Redacted (S38 (1)(b))

Are you OK with the changes before we sign this off? Happy to discuss transport costs but I think this is a reasonable approach since they are quite variable. Hopefully none will be anywhere near the max.

Cheers

Redacted (S38 (1)(b))

My working days are Tuesday to Thursday

Accessibility and Digital Delivery

Elections Team

Mobile: Redacted (S38 (1)(b))

Elections and Constitutional Projects Division
Scottish Government



From: Redacted (S38 (1)(b))

Sent: Thursday, February 29, 2024 1:19 PM

To: Redacted (S38 (1)(b))

Cc: Redacted (S38 (1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Hi Redacted (S38 (1)(b)),

Please find attached a final draft copy of the contract variation and a contract modification approval report.

It would be much appreciated if you could review and confirm if:

- you are content with the attached variation and that no additional changes need to be made in respect to prices to reflect savings?
- you are content to sign off the modification report.

Thanks

Kind regards

Redacted (S38 (1)(b))

Scottish Government – [Privacy Notice](#)

My working pattern is Mondays- Thursdays

I am currently working from home but contactable by email or MS Teams.

From: Redacted (S38 (1)(b))

Sent: Tuesday, February 27, 2024 9:46 AM

To: Redacted (S38 (1)(b))

Cc: Redacted (S38 (1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Hi Redacted (S38 (1)(b)),

That's correct. As Redacted (S38 (1)(b)) has said the contractual change proposed is to enable us to provide the lowest charge to councils by removing the minimum charge, meaning that councils can receive the full benefit of equipment being located in Scotland and using Idox's courier services. Previously the average courier for any council was over £3000, and we expect this to be much less with a reasonable number being below the £1900 minimum that was previously stated. (The Angus one just recently was below £800 for example).

I chatted through with Redacted (S38 (1)(b)) on this topic on Thursday and am happy if there are ways people feel this can be better presented, but hopefully with the understanding above it makes things more clear.

Regards,

Redacted (S38 (1)(b))

Fujitsu

Redacted (S38 (1)(b))



Please consider the environment - do you really need to print this email?

From: Redacted (S38 (1)(b))

Sent: Tuesday, February 27, 2024 9:31 AM

To: Redacted (S38 (1)(b))

Cc: Redacted (S38 (1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Thanks **Redacted (S38 (1)(b))** – so for clarity the quoted costs are maximum so if e.g. Highland get a quote the courier costs will likely be lower due to the equipment now being stored in Scotland?

From: **Redacted (S38 (1)(b))**

Sent: Tuesday, February 27, 2024 9:15 AM

To: **Redacted (S38 (1)(b))**

Cc: **Redacted (S38 (1)(b))**

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Hi **Redacted (S38 (1)(b))**,

There has been a reduction in the 2 counts delivered this year so far by using IDOX's courier as advised we were doing when we met in January.

The upcoming Glasgow count has no courier charge as the kit is stored in their facilities and they are arranging the kit be moved themselves. Then the next one will be based on shipping from Glasgow to Angus. So there will be further reductions in costs compared to shipping from Solihull.

We've also removed the minimum shipping charge which further allows for shipping cost reductions at a higher level for the customers. We've only retained the maximum costs.

Regards

Redacted (S38 (1)(b))

Advance notice of leave:

From: **Redacted (S38 (1)(b))**

Sent: Monday, February 26, 2024 5:31 PM

To: **Redacted (S38 (1)(b))**

Cc: **Redacted (S38 (1)(b))**

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Redacted (S38 (1)(b))

Does this indicate any reduction in the transport costs as a consequence of the equipment being stored in Scotland?

Redacted (S38 (1)(b))

EMB | Electoral Management
Board for Scotland

From: **Redacted (S38 (1)(b))**

Sent: Monday, February 26, 2024 1:52 PM

To: **Redacted (S38 (1)(b))**

Cc: Redacted (S38 (1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Redacted (S38 (1)(b))/Colleagues,

Thanks for the update to the pricing and Fujitsu can confirm agreement with these figures.

Please see attached updated documents from Fujitsu. A "clean" V1.0 for signature (in both word and PDF if that helps) and one with tracked changes to show the changes in charges (to align to those issued by **Redacted (S38 (1)(b))** on Thursday) issued by Fujitsu previously.

If there are any questions at all, then please let me know.


Regards,

Redacted (S38 (1)(b))

Fujitsu

Redacted (S38 (1)(b))



 Please consider the environment - do you really need to print this email?

From: Redacted (S38 (1)(b))

Sent: Thursday, February 22, 2024 4:43 PM

To: Redacted (S38 (1)(b))

Cc: Redacted (S38 (1)(b))**Subject: RE: ScotGov By-Election E-Counts - Contract Variation**

Hi **Redacted (S38 (1)(b))**

Many thanks for your email. As discussed, colleagues here have agreed that the 6.7% annual CPI figure can be used. This does result in figures that are a little different from those you submitted and so the attached draft variation shows the figures we have calculated.

If you are happy with the final wording and the figures in the table, can you please reply to confirm that, thanks. The next step is for my colleague **Redacted (S38 (1)(b))** to review and approve this on behalf of Scottish Government and he will do that once you indicated you are content.

Many thanks

Redacted (S38 (1)(b))

My working days are Tuesday to Thursday

Accessibility and Digital Delivery
Elections Team
Mobile: **Redacted (S38 (1)(b))**
Elections and Constitutional Projects Division
Scottish Government



From: **Redacted (S38 (1)(b))**
Sent: Thursday, February 22, 2024 12:44 PM
To: **Redacted (S38 (1)(b))**
Cc: **Redacted (S38 (1)(b))**
Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Hi **Redacted (S38 (1)(b))**,

Many thanks for the feedback and great to hear the wording changes have been accepted. Aware you're on leave after today but do have a quick question that would be good to get alignment on regarding the CPI figures.

Appreciate there is not a material difference in charges of 6.1% vs 6.7% for CPI but I've double-checked with my finance team and they don't recognise where the 6.1% figure stated is derived from. Is there a way we can understand this via a discussion if easier? I expect it only requires a short discussion but feel the value in clarifying and aligning now will help for future years also and enable any indexed charges to be come from an agreed source of information.


Regards,

Redacted (S38 (1)(b))

Fujitsu

Redacted (S38 (1)(b))



 Please consider the environment - do you really need to print this email?

From: Redacted (S38 (1)(b))

Sent: Wednesday, February 21, 2024 5:38 PM

To: Redacted (S38 (1)(b))

Cc: Redacted (S38 (1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Importance: High

Hi Redacted (S38 (1)(b))

My procurement colleagues have come back and have asked for the pricing table to be changed to reflect CPI from September 22 - September 23, which I am advised is 6.1% They have also advised that this is not automatic and the adjustment needs approved as part of the variation. My colleague Redacted (S38 (1)(b)) has worked out the new figures and a revised draft variation is attached. Everything else is fine. Can you please review this and if you are content I will need to send it to Redacted (S38 (1)(b))'s line manager for final approval and signing.

I am in the office tomorrow then not back until Thursday next week. Redacted (S38 (1)(b)) is off until Monday but can pick up then if necessary.

Apologies again for the delay due to unexpected absences.

Best wishes

Redacted (S38 (1)(b))

My working days are Tuesday to Thursday

Accessibility and Digital Delivery

Elections Team

Mobile: Redacted (S38 (1)(b))

Elections and Constitutional Projects Division
Scottish Government



From: Redacted (S38 (1)(b))

Sent: Friday, January 12, 2024 9:04 AM

To: Redacted (S38 (1)(b))

Cc: Redacted (S38 (1)(b))

Subject: ScotGov By-Election E-Counts - Contract Variation

Hi Redacted (S38 (1)(b)),

As discussed earlier this week, please see attached the proposed updated contract variation (CV005). If you'd welcome a call to walk through then very happy to arrange.

This variation proposes changes to the contract (details of which were largely rewritten in CVN002) in a small number of places to reflect the changes discussed prior to Christmas to support overall cost reduction, which I have summarised below:

- Location change of equipment from Fujitsu's offices to ScotGov, with associated ScotGov dependency that access will be permitted for completeness.
- Wording added in approach to cover off the arrangement that each eCount is agreed to be a test for the next and that hand-holding of equipment by Fujitsu between eCounts is not expected.
- Updates to pricing:
 - Increasing applicable items by indexation. This has been done in line with CPI for the 12 month period up to and including September 2023 at 6.7%
 - Removal of minimum courier pricing to allow the savings from using cheaper/alternative methods with Idox to be achieved. The maximum has been retained and unchanged.

Other items to note

- To support the new ways of working, and as discussed on Tuesday, Fujitsu will at our own cost invest in new flight cases and TV covers/cases asap. This will support both the ongoing life of equipment across the contract and, particularly in the case of flight cases, support in the reduction of delivery charges to councils.
- Regarding the shipping costs to locate equipment to the agreed location in ScotGov offices. We're firstly looking to see if we can arrange delivery as part of the return leg from the January and February e-Counts (though as discussed we'll come back to you as it may not be possible/the best approach). Where that is unable to occur, then Fujitsu's proposal is that Fujitsu will pay for the equipment to be shipped to ScotGov's offices, and we would seek that ScotGov pay for the return of equipment to Fujitsu at the end of the contract (assuming that ScotGov don't take up their right to purchase the equipment). If you are in agreement with this, we can add it as a statement to the contract variation prior to signature.

Regards,

Redacted (S38 (1)(b))

Fujitsu

Redacted (S38 (1)(b))



Please consider the environment - do you really need to print this email?

Contract Modification Approval Report

Case reference: **440206**
Electronic Vote Counting for Local Government Elections (2022)

Version Control

Version	Date	Reason
0.1	13/01/2023	Initial Draft
1.0	31/01/2023	Final Version

Summary

Case Number	440206
Contract Title	Electronic Vote Counting for Local Government Elections (2022)
Original Procurement Route	OJEU Open Procedure
Contract Period	16/10/20 – 31/1/2027
Original Contract Value	Circa £6,300,000
Modified Contract Value	Circa £6,300,000
Summary of change	Amendment of the pricing table to allow for a CPI increase as built into the contract.
Regulation Relied Upon	72 (1) (a)
Savings Achieved	N/A

Recommendation

It is recommended that the modification of the Electronic Vote Counting for Local Government Elections contract is undertaken reliant upon Regulation 72 (1) (a) as further detailed in Annex A

Recommended by:	Redacted (S38 (1)(b))
Position:	Senior Procurement Specialist
Date	

Approvals

DPA Approval

Approved by:	
Position:	
Date	

Lead Customer Approval

The lead customer confirms they have the appropriate financial approval, as per the current AO Template Guidance (and Consultancy Spend approval thresholds where appropriate) to continue with this modification.

Approved by:	
Position:	
Date	

Annex A – Regulation Justification

Regulation Relied Upon:

72 (1) (a) – Modification provided for in original tender documentation

Commercial Justification

72 (1) (a) – Modification provided for in initial procurement documents.

Initial procurement documents include clear, precise and unequivocal review clauses which state the scope and nature of possible modifications or options as well as the conditions under which they may be used

Within the contract it states ‘Where Charges are identified as ‘Subject to Indexation’ the Charges will be adjusted on an annual basis with effect from 17th October 2023 with such adjustment to be determined by multiplying the relevant amount or sum by the percentage increase in the UK Consumer Price Index (CPI) published for the 12 months ending on 30 September immediately preceding the relevant adjustment date’.

The included review clauses do not provide for modifications or options that would alter the overall nature of the contract or framework agreement

No, the Service Provider is providing the same services.

From: Redacted (S38 (1)(b))
Sent: 24 January 2024 18:55
To: Redacted (S38 (1)(b))
Cc: Redacted (S38 (1)(b))
Subject: 15 ScotGov By-Election E-Counts - Contract Variation

Hi Redacted (S38 (1)(b))

Many apologies for the delay in coming back to you. I cannot give you a substantive reply quite yet but hope to do so next week.

Best wishes

Redacted (S38 (1)(b))

My working days are Tuesday to Thursday

Accessibility and Digital Delivery
Elections Team
Mobile Redacted (S38 (1)(b))
Elections and Constitutional Projects Division
Scottish Government



From: Redacted (S38 (1)(b))
Sent: 24 January 2024 09:04
To: Redacted (S38 (1)(b))
Cc: Redacted (S38 (1)(b))
Subject: RE: ScotGov By-Election E-Counts - Contract Variation


Hi Redacted (S38 (1)(b)),

Just following up to see if there is as yet any feedback on the contract variation sent over and whether you'd appreciate a call to discuss?

Regards,
Redacted (S38 (1)(b))

Fujitsu
Redacted (S38 (1)(b))



 Please consider the environment - do you really need to print this email?

From: Redacted (S38 (1)(b))
Sent: Friday, January 12, 2024 9:57 AM
To: Redacted (S38 (1)(b))
Cc: Redacted (S38 (1)(b))
Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Thanks Redacted (S38 (1)(b)) – for this and the follow up – I’ll take a look and come back with any comment

Redacted (S38 (1)(b))
EMB | Electoral Management
Board for Scotland

From: Redacted (S38 (1)(b))
Sent: Friday, January 12, 2024 9:04 AM
To: Redacted (S38 (1)(b))
Cc: Redacted (S38 (1)(b))
Subject: ScotGov By-Election E-Counts - Contract Variation

Hi Redacted (S38 (1)(b)),

As discussed earlier this week, please see attached the proposed updated contract variation (CV005). If you’d welcome a call to walk through then very happy to arrange.

This variation proposes changes to the contract (details of which were largely rewritten in CVN002) in a small number of places to reflect the changes discussed prior to Christmas to support overall cost reduction, which I have summarised below:

- Location change of equipment from Fujitsu’s offices to ScotGov, with associated ScotGov dependency that access will be permitted for completeness.
- Wording added in approach to cover off the arrangement that each eCount is agreed to be a test for the next and that hand-holding of equipment by Fujitsu between eCounts is not expected.
- Updates to pricing:
 - Increasing applicable items by indexation. This has been done in line with CPI for the 12 month period up to and including September 2023 at 6.7%

- Removal of minimum courier pricing to allow the savings from using cheaper/alternative methods with Idox to be achieved. The maximum has been retained and unchanged.

Other items to note


- To support the new ways of working, and as discussed on Tuesday, Fujitsu will at our own cost invest in new flight cases and TV covers/cases asap. This will support both the ongoing life of equipment across the contract and, particularly in the case of flight cases, support in the reduction of delivery charges to councils.
- Regarding the shipping costs to locate equipment to the agreed location in ScotGov offices. We're firstly looking to see if we can arrange delivery as part of the return leg from the January and February e-Counts (though as discussed we'll come back to you as it may not be possible/the best approach). Where that is unable to occur, then Fujitsu's proposal is that Fujitsu will pay for the equipment to be shipped to ScotGov's offices, and we would seek that ScotGov pay for the return of equipment to Fujitsu at the end of the contract (assuming that ScotGov don't take up their right to purchase the equipment). If you are in agreement with this, we can add it as a statement to the contract variation prior to signature.

Regards,

Redacted (S38 (1)(b)) **Fujitsu**

Redacted (S38 (1)(b))



 Please consider the environment - do you really need to print this email?

From: Redacted (S(38)(1)(b))

Sent: 30 January 2024 15:28

To: Redacted (S(38)(1)(b))

Subject: 16 ScotGov By-Election E-Counts - Contract Variation

Ha! Redacted (S(38)(1)(b)) was pleading with me to try and get them to do Glasgow's delivery for free but not sure we can make that happen so best I could do was drop a large hint!!!

Redacted (S(38)(1)(b)) *My working days are Tuesday to Thursday*

Accessibility and Digital Delivery

Elections Team

Mobile: Redacted (S(38)(1)(b))

Elections and Constitutional Projects Division

Scottish Government



From: Redacted (S(38)(1)(b))

Sent: 30 January 2024 15:21

To: Redacted (S(38)(1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Nice response Redacted (S(38)(1)(b))

From: Redacted (S(38)(1)(b))

Sent: Tuesday, January 30, 2024 3:11 PM

To: Redacted (S(38)(1)(b))

Cc: Redacted (S(38)(1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Hi Redacted (S(38)(1)(b))

Sorry for the hold up, we have strict rules that mean any changes need approved by procurement.

I suggest you base your quote on the new rates including CPI. As you say this is allowable under the contract.

Hopefully you can factor in the fact that Glasgow are providing the storage (at nil cost) into the quote as well.

I hope this helps

Best wishes

Redacted (S(38)(1)(b))

My working days are Tuesday to Thursday

Accessibility and Digital Delivery

Elections Team

Mobile: **Redacted (S(38)(1)(b))**

Elections and Constitutional Projects Division

Scottish Government



From: Redacted (S(38)(1)(b))

Sent: 30 January 2024 14:46

To: Redacted (S(38)(1)(b))

Cc: Redacted (S(38)(1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Importance: High

Many thanks for the update Liz.

As you and **Redacted (S(38)(1)(b))** may be aware, a further by-election has been requested for early March at Glasgow and we're pulling together the quote asap for issue. As part of that, I wanted to validate with yourselves that you are ok that we apply the indexed charges as stated within the CVN005? My understanding is that indexed charges alone would not have required a Contract Variation, (as the principle for indexation is already covered within the contract), and therefore working on the basis that procurement colleagues are reviewing only the other changes proposed?

We have held pricing at prior levels, and introduced the savings we can already for courier charges, for the recent Stirling eCount and forthcoming Scottish Borders eCount, so hoping that you appreciate that we are trying to support keeping prices lower than expected. Would be grateful for your feedback asap and we'll issue the quote thereafter.

Regards,

Redacted (S(38)(1)(b))

Fujitsu

Redacted (S(38)(1)(b))



Please consider the environment - do you really need to print this email?

From: Redacted (S(38)(1)(b))

Sent: Thursday, January 25, 2024 4:04 PM

To: Redacted (S(38)(1)(b))

Cc: Redacted (S(38)(1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Thanks **Redacted (S(38)(1)(b))**

I have actually just come off a call with procurement colleagues about this variation. We need them to review it and indeed agree to it. I am advised that it may take 2 weeks for them to come back to me due to workloads and I wanted to let you know that.

As soon as we have sorted our end out we will be back in touch.

Thanks for your patience.

Cheers

Redacted (S(38)(1)(b))

My working days are Tuesday to Thursday

Accessibility and Digital Delivery

Elections Team

Mobile: **Redacted (S(38)(1)(b))**

Elections and Constitutional Projects Division

Scottish Government



From: Redacted (S(38)(1)(b))

Sent: 25 January 2024 15:30

To: Redacted (S(38)(1)(b))

Cc: Redacted (S(38)(1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Hi **Redacted (S(38)(1)(b))**,

Many thanks. We'll await your feedback. One thing we have established in the interim, is that there was a presentation error in v0.1 of the Contract Variation provided. The descriptions of the printing charges at the bottom of the pricing table were not reflective of the last ones agreed (they came from an older version of the contract) and the option to procure up to 4000 sheets had been cut from the table. This has now been added. Pricing has not changed and the "average price per eCount" below still holds from that presented below.

Apologies if this has caused any confusion but hopefully limited impact as it affects presentation only.

Regards,

Redacted (S(38)(1)(b))

Fujitsu

Redacted (S(38)(1)(b))



Please consider the environment - do you really need to print this email?

From: Redacted (S(38)(1)(b))

Sent: Wednesday, January 24, 2024 6:55 PM

To: Redacted (S(38)(1)(b))

Cc: Redacted (S(38)(1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Hi Redacted (S(38)(1)(b))

Many apologies for the delay in coming back to you. I cannot give you a substantive reply quite yet but hope to do so next week.

Best wishes

Redacted (S(38)(1)(b))

My working days are Tuesday to Thursday

Accessibility and Digital Delivery

Elections Team

Mobile: Redacted (S(38)(1)(b))

Elections and Constitutional Projects Division

Scottish Government



Scottish Government
Riaghaltas na h-Alba

From: Redacted (S(38)(1)(b))

Sent: 24 January 2024 09:04

To: Redacted (S(38)(1)(b))

Cc: Redacted (S(38)(1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Hi Redacted (S(38)(1)(b)),

Just following up to see if there is as yet any feedback on the contract variation sent over and whether you'd appreciate a call to discuss?

Regards,

Redacted (S(38)(1)(b))

Fujitsu

Redacted (S(38)(1)(b))



Please consider the environment - do you really need to print this email?

From: Redacted (S(38)(1)(b))

Sent: Friday, January 12, 2024 9:57 AM

To: Redacted (S(38)(1)(b))

Cc: Redacted (S(38)(1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Thanks **Redacted (S(38)(1)(b))** – for this and the follow up – I’ll take a look and come back with any comment

Redacted (S(38)(1)(b))

From: Redacted (S(38)(1)(b))

Sent: Friday, January 12, 2024 9:04 AM

To: Redacted (S(38)(1)(b))

Cc: Redacted (S(38)(1)(b))

Subject: ScotGov By-Election E-Counts - Contract Variation

Hi **Redacted (S(38)(1)(b))**,

As discussed earlier this week, please see attached the proposed updated contract variation (CV005). If you’d welcome a call to walk through then very happy to arrange.

This variation proposes changes to the contract (details of which were largely rewritten in CVN002) in a small number of places to reflect the changes discussed prior to Christmas to support overall cost reduction, which I have summarised below:

- Location change of equipment from Fujitsu’s offices to ScotGov, with associated ScotGov dependency that access will be permitted for completeness.

- Wording added in approach to cover off the arrangement that each eCount is agreed to be a test for the next and that hand-holding of equipment by Fujitsu between eCounts is not expected.
- Updates to pricing:
 - Increasing applicable items by indexation. This has been done in line with CPI for the 12 month period up to and including September 2023 at 6.7%
 - Removal of minimum courier pricing to allow the savings from using cheaper/alternative methods with Idox to be achieved. The maximum has been retained and unchanged.

Other items to note

- To support the new ways of working, and as discussed on Tuesday, Fujitsu will at our own cost invest in new flight cases and TV covers/cases asap. This will support both the ongoing life of equipment across the contract and, particularly in the case of flight cases, support in the reduction of delivery charges to councils.
- Regarding the shipping costs to locate equipment to the agreed location in ScotGov offices. We're firstly looking to see if we can arrange delivery as part of the return leg from the January and February e-Counts (though as discussed we'll come back to you as it may not be possible/the best approach). Where that is unable to occur, then Fujitsu's proposal is that Fujitsu will pay for the equipment to be shipped to ScotGov's offices, and we would seek that ScotGov pay for the return of equipment to Fujitsu at the end of the contract (assuming that ScotGov don't take up their right to purchase the equipment). If you are in agreement with this, we can add it as a statement to the contract variation prior to signature.

Regards,

Redacted (S(38)(1)(b))

Fujitsu

Redacted (S(38)(1)(b))



Please consider the environment - do you really need to print this email?

From: Redacted (S38(1)(b))
Sent: 22 February 2024 15:03
To: Redacted (S38(1)(b))
Subject: 17 ScotGov By-Election E-Counts - Contract Variation

Hi Redacted (S38(1)(b)),

This is Redacted (S38(1)(b)) from Fujitsu's email confirming they used 6.7%, which so far as I can see is the right figure based on the CPI table you sent over!

Cheers

Redacted (S38(1)(b))

My working days are Tuesday to Thursday

Accessibility and Digital Delivery
Elections Team
Mobile: Redacted (S38(1)(b))

Elections and Constitutional Projects Division
Scottish Government



From: Redacted (S38(1)(b))
Sent: Thursday, February 22, 2024 12:44 PM
To: Redacted (S38(1)(b))
Cc: Redacted (S38(1)(b))
Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Hi Redacted (S38(1)(b)),

Many thanks for the feedback and great to hear the wording changes have been accepted. Aware you're on leave after today but do have a quick question that would be good to get alignment on regarding the CPI figures.

Appreciate there is not a material difference in charges of 6.1% vs 6.7% for CPI but I've double-checked with my finance team and they don't recognise where the 6.1% figure stated is derived from. Is there a way we can understand this via a discussion if easier? I expect it only requires a short discussion but feel the value in clarifying and aligning now will help for future years also and enable any indexed charges to be come from an agreed source of information.

Regards,
Redacted (S38(1)(b))

Fujitsu

Redacted (S38(1)(b))



Please consider the environment - do you really need to print this email?

From: Redacted (S38(1)(b))

Sent: Wednesday, February 21, 2024 5:38 PM

To: Redacted (S38(1)(b))**Cc:** Redacted (S38(1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Importance: High

Hi Redacted (S38(1)(b))

My procurement colleagues have come back and have asked for the pricing table to be changed to reflect CPI from September 22 - September 23, which I am advised is 6.1% They have also advised that this is not automatic and the adjustment needs approved as part of the variation. My colleague Redacted (S38(1)(b)) has worked out the new figures and a revised draft variation is attached. Everything else is fine. Can you please review this and if you are content I will need to send it to Redacted (S38(1)(b))'s line manager for final approval and signing.

I am in the office tomorrow then not back until Thursday next week. Redacted (S38(1)(b)) is off until Monday but can pick up then if necessary.

Apologies again for the delay due to unexpected absences.

Best wishes

Redacted (S38(1)(b))

My working days are Tuesday to Thursday

Accessibility and Digital Delivery

Elections Team

Mobile: Redacted (S38(1)(b))

Elections and Constitutional Projects Division

Scottish Government



Scottish Government
Riaghaltas na h-Alba

From: Redacted (S38(1)(b))

Sent: Tuesday, February 20, 2024 2:30 PM

To: Redacted (S38(1)(b))

Cc: Redacted (S38(1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Hi Redacted (S38(1)(b))

Realise the review was undergoing with Procurement colleagues and not yourself but wondered if there was any update or feedback on the contract variation issued?

Regards,

Redacted (S38(1)(b))

Fujitsu

Redacted (S38(1)(b))



Please consider the environment - do you really need to print this email?

From: Redacted (S38(1)(b))

Sent: Tuesday, January 30, 2024 3:11 PM

To: Redacted (S38(1)(b))

Cc: Redacted (S38(1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Hi Redacted (S38(1)(b))

Sorry for the hold up, we have strict rules that mean any changes need approved by procurement.

I suggest you base your quote on the new rates including CPI. As you say this is allowable under the contract.

Hopefully you can factor in the fact that Glasgow are providing the storage (at nil cost) into the quote as well.

I hope this helps

Best wishes

Redacted (S38(1)(b))

My working days are Tuesday to Thursday

Accessibility and Digital Delivery

Elections Team

Mobile: **Redacted (S38(1)(b))**

Elections and Constitutional Projects Division
Scottish Government



From: **Redacted (S38(1)(b))**

Sent: 30 January 2024 14:46

To: **Redacted (S38(1)(b))**

Cc: **Redacted (S38(1)(b))**

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Importance: High

Many thanks for the update **Redacted (S38(1)(b))**.

As you and **Redacted (S38(1)(b))** may be aware, a further by-election has been requested for early March at Glasgow and we're pulling together the quote asap for issue. As part of that, I wanted to validate with yourselves that you are ok that we apply the indexed charges as stated within the CVN005? My understanding is that indexed charges alone would not have required a Contract Variation, (as the principle for indexation is already covered within the contract), and therefore working on the basis that procurement colleagues are reviewing only the other changes proposed?

We have held pricing at prior levels, and introduced the savings we can already for courier charges, for the recent Stirling eCount and forthcoming Scottish Borders eCount, so hoping that you appreciate that we are trying to support keeping prices lower than expected. Would be grateful for your feedback asap and we'll issue the quote thereafter.


Regards,

Redacted (S38(1)(b))

Fujitsu

Redacted (S38(1)(b))



 Please consider the environment - do you really need to print this email?

From: Redacted (S38(1)(b))
Sent: Thursday, January 25, 2024 4:04 PM
To: Redacted (S38(1)(b))
Cc: Redacted (S38(1)(b))
Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Thanks Redacted (S38(1)(b))

I have actually just come off a call with procurement colleagues about this variation. We need them to review it and indeed agree to it. I am advised that it may take 2 weeks for them to come back to me due to workloads and I wanted to let you know that.

As soon as we have sorted our end out we will be back in touch.

Thanks for your patience.

Cheers

Redacted (S38(1)(b))

My working days are Tuesday to Thursday

Accessibility and Digital Delivery
Elections Team
Mobile: Redacted (S38(1)(b))

Elections and Constitutional Projects Division
Scottish Government



From: Redacted (S38(1)(b))
Sent: 25 January 2024 15:30
To: Redacted (S38(1)(b))

Cc: Redacted (S38(1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Hi **Redacted (S38(1)(b))**,

Many thanks. We'll await your feedback. One thing we have established in the interim, is that there was a presentation error in v0.1 of the Contract Variation provided. The descriptions of the printing charges at the bottom of the pricing table were not reflective of the last ones agreed (they came from an older version of the contract) and the option to procure up to 4000 sheets had been cut from the table. This has now been added. Pricing has not changed and the "average price per eCount" below still holds from that presented below.

Apologies if this has caused any confusion but hopefully limited impact as affects presentation only.

Regards,

Redacted (S38(1)(b)) Fujitsu

Redacted (S38(1)(b))



Please consider the environment - do you really need to print this email?

From: Redacted (S38(1)(b))

Sent: Wednesday, January 24, 2024 6:55 PM

To: Redacted (S38(1)(b))

Cc: Redacted (S38(1)(b)) Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Hi **Redacted (S38(1)(b))**

Many apologies for the delay in coming back to you. I cannot give you a substantive reply quite yet but hope to do so next week.

Best wishes

Redacted (S38(1)(b))

My working days are Tuesday to Thursday

Accessibility and Digital Delivery

Elections Team

Mobile: **Redacted (S38(1)(b))**

Elections and Constitutional Projects Division

Scottish Government

From: Redacted (S38(1)(b))

Sent: 24 January 2024 09:04

To: Redacted (S38(1)(b)) **Cc:** Redacted (S38(1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Hi Redacted (S38(1)(b))

Just following up to see if there is as yet any feedback on the contract variation sent over and whether you'd appreciate a call to discuss?

Regards,

Redacted (S38(1)(b))

Fujitsu

Redacted (S38(1)(b))



Please consider the environment - do you really need to print this email?

From: Redacted (S38(1)(b))

Sent: Friday, January 12, 2024 9:57 AM

To: Redacted (S38(1)(b))

Cc: Redacted (S38(1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Thanks Redacted (S38(1)(b)) – for this and the follow up – I'll take a look and come back with any comment

Redacted (S38(1)(b))

EMB | Electoral Management
Board for Scotland

From: Redacted (S38(1)(b))

Sent: Friday, January 12, 2024 9:04 AM

To: Redacted (S38(1)(b))

Cc: Redacted (S38(1)(b))

Subject: ScotGov By-Election E-Counts - Contract Variation

Hi **Redacted (S38(1)(b))**

As discussed earlier this week, please see attached the proposed updated contract variation (CV005). If you'd welcome a call to walk through then very happy to arrange.

This variation proposes changes to the contract (details of which were largely rewritten in CVN002) in a small number of places to reflect the changes discussed prior to Christmas to support overall cost reduction, which I have summarised below:

- Location change of equipment from Fujitsu's offices to ScotGov, with associated ScotGov dependency that access will be permitted for completeness.
- Wording added in approach to cover off the arrangement that each eCount is agreed to be a test for the next and that hand-holding of equipment by Fujitsu between eCounts is not expected.
- Updates to pricing:
 - Increasing applicable items by indexation. This has been done in line with CPI for the 12 month period up to and including September 2023 at 6.7%
 - Removal of minimum courier pricing to allow the savings from using cheaper/alternative methods with Idox to be achieved. The maximum has been retained and unchanged.

Other items to note

- To support the new ways of working, and as discussed on Tuesday, Fujitsu will at our own cost invest in new flight cases and TV covers/cases asap. This will support both the ongoing life of equipment across the contract and, particularly in the case of flight cases, support in the reduction of delivery charges to councils.
- Regarding the shipping costs to locate equipment to the agreed location in ScotGov offices. We're firstly looking to see if we can arrange delivery as part of the return leg from the January and February e-Counts (though as discussed we'll come back to you as it may not be possible/the best approach). Where that is unable to occur, then Fujitsu's proposal is that Fujitsu will pay for the equipment to be shipped to ScotGov's offices, and we would seek that ScotGov pay for the return of equipment to Fujitsu at the end of the contract (assuming that ScotGov don't take up their right to purchase the equipment). If you are in agreement with this, we can add it as a statement to the contract variation prior to signature.

Regards,

Redacted (S38(1)(b))

Fujitsu

Redacted (S38(1)(b))



 Please consider the environment - do you really need to print this email?

From: Redacted (S38(1)(b))
Sent: 08 February 2024 10:40
To: Redacted (S38(1)(b))
Subject: 18 By Election of Angus Council April 2024

Hi both

Redacted (S38(1)(b)) is right, FJ adds a slice for themselves as is usual in these types of contract.

Here is the print pricing table from the contract variation covering by-elections, which can be shared with Councils, Redacted (S38(1)(b)). The prices should have increased by CPI only. Our procurement folk are looking at the variation now and will be checking the uplift.

Unfortunately the pricing is done in bands so no further breakdown is possible.

Cheers

Ballot Paper and other printing services	Postal Packs with inserts – up to 1000 Ballot Books – up to 100 including delivery	Optional services Subject to Indexation	Redacted (S33(1)(b))
	Postal Packs with inserts – up to 1000 Ballot Books – up to 200 including delivery		Redacted (S33(1)(b))
	Postal Packs with inserts – up to 2000 Ballot Books – up to 200 including delivery		Redacted (S33(1)(b))
	Postal Packs with inserts – up to 3000 Ballot Books – up to 200 including delivery		Redacted (S33(1)(b))
	Postal Packs with inserts – up to 4000 Ballot Books – up to 200 including delivery		Redacted (S33(1)(b))

Redacted (S38(1)(b))

My working days are Tuesday to Thursday

Accessibility and Digital Delivery
Elections Team
Mobile: Redacted (S38(1)(b))
Elections and Constitutional Projects Division
Scottish Government



From: Redacted (S38(1)(b))
Sent: Thursday, February 8, 2024 10:29 AM
To: Redacted (S38(1)(b))
Subject: FW: By Election of Angus Council April 2024

I need to check with Redacted (S38(1)(b))

The original was attached

From: Redacted (S38(1)(b))
Sent: Thursday, February 8, 2024 10:22 AM
To: Redacted (S38(1)(b))
Subject: RE: By Election of Angus Council April 2024

A bit of cream on top of the print I'm afraid, what does the original contract say for that volume of packs and book?

Redacted (S38(1)(b))

From: Redacted (S38(1)(b))
Sent: Thursday, February 8, 2024 10:09 AM
To: Redacted (S38(1)(b))
Subject: FW: By Election of Angus Council April 2024

From: Redacted (S38(1)(b))
Sent: Thursday, February 8, 2024 8:21 AM
To: Redacted (S38(1)(b))
Cc: Redacted (S38(1)(b))
Subject: FW: By Election of Angus Council April 2024

Hi Redacted (S38(1)(b))

Hope your good?

Redacted (S38(1)(b)) and I wondered if you could help with directing us to where we would find details of the framework agreement as per the attached quote and our emails with

Fujitsu? We'd asked for a breakdown of the cost for Ballot books and postal packs and they have responded below to say they can't give any further breakdown.

Thanks

Redacted (S38(1)(b))

Follow us on [Twitter](#)

Visit our [Facebook](#) page

Think green – please do not print this email

From: Redacted (S38(1)(b))

Sent: Wednesday, February 7, 2024 2:55 PM

To: Redacted (S38(1)(b))

Cc: Redacted (S38(1)(b))

Subject: RE: By Election of Angus Council April 2024

Hi **Redacted (S38(1)(b))**,

The quote provided is based on the agreed kit & services to be provided (detailed on the quote) and the printing is within the agreed ranges based on what you have requested to be printed, all as per the framework agreement.

You have requested 3700 postal packs with 107 ballot books, so this falls within the range of Postal Packs with Inserts up to 4000, Ballot Books up to 200 including delivery.

The next lower band only allows Postal Packs with inserts up to 3000, Ballot Books up to 200 including delivery which isn't sufficient for your requirements so has to come within that higher band.

Unfortunately we cannot give a further breakdown of these costs as it is based on the agreed framework that Scot Gov have provided each council.

Regards

Redacted (S38(1)(b))

Advance notice of leave:

Web: uk.fujitsu.com



[I-CIO](#): Global Intelligence for the CIO. Fujitsu's online resource for ICT leaders

Reshaping ICT, Reshaping Business in partnership with FT.com



Please consider the environment - do you really need to print this email?

From: Redacted (S38(1)(b))

Sent: Wednesday, February 7, 2024 9:51 AM

To: Redacted (S38(1)(b))

Cc: Redacted (S38(1)(b))

Subject: RE: By Election of Angus Council April 2024

Hi **Redacted (S38(1)(b))**

Thanks for your email and quote, can you please provide a per item cost for the station and tendered ballot books and the postal packs with inserts? And a full break down of the £10,139.23 cost quoted for these services please?

Thanks

Redacted (S38(1)(b))

Follow us on [Twitter](#)

Visit our [Facebook](#) page

Think green – please do not print this email

From: Redacted (S38(1)(b))

Sent: Tuesday, February 6, 2024 11:37 AM

To: Redacted (S38(1)(b))

Subject: By Election of Angus Council April 2024

Good afternoon,

Please see attached quote for the By Election count to take place on Friday 26th April 2024.

Please review and confirm if this is accepted.

If accepted please return with signature and also provide a PDF copy of the PO as soon as possible.

Regards

Redacted (S38(1)(b))



[I-CIO](#): Global Intelligence for the CIO. Fujitsu's online resource for ICT leaders

Reshaping ICT, Reshaping Business in partnership with [FT.com](#)



Please consider the environment - do you really need to print this email?

From: Redacted (S38 (1)(b))
Sent: 31 January 2024 14:24
To: Redacted (S38 (1)(b))
Cc: Redacted (S38 (1)(b))
Subject: 19 ScotGov By-Election E-Counts - Contract Variation

Thanks Redacted (S38 (1)(b)). We're just about there now I think in terms of being able to give Glasgow a zero delivery charge, the quote is just being finalised, now that we have sorted equipment logistics.


Regards,

Redacted (S38 (1)(b))

Fujitsu

Redacted (S38 (1)(b))



 Please consider the environment - do you really need to print this email?

From: Redacted (S38 (1)(b))
Sent: Wednesday, January 31, 2024 2:22 PM
To: Redacted (S38 (1)(b))
Cc: Redacted (S38 (1)(b))
Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Just to note from the EMB perspective that Redacted (S38 (1)(b))'s suggestion is sound. An increase by CPI is within the contract which needs to be the default position. The revised storage arrangements should also be recognised if possible.

Redacted (S38 (1)(b))

EMB | Electoral Management
Board for Scotland

From: Redacted (S38 (1)(b))
Sent: Wednesday, January 31, 2024 9:06 AM
To: Redacted (S38 (1)(b))
Cc: Redacted (S38 (1)(b))
Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Many thanks for the speedy confirmation Liz.

Regards,

Redacted (S38 (1)(b))

Fujitsu

Redacted (S38 (1)(b))



Please consider the environment - do you really need to print this email?

From: Redacted (S38 (1)(b))

Sent: Tuesday, January 30, 2024 3:11 PM

To: Redacted (S38 (1)(b))

Cc: Redacted (S38 (1)(b))**Subject:** RE: ScotGov By-Election E-Counts - Contract Variation

Hi **Redacted (S38 (1)(b))**

Sorry for the hold up, we have strict rules that mean any changes need approved by procurement.

I suggest you base your quote on the new rates including CPI. As you say this is allowable under the contract.

Hopefully you can factor in the fact that Glasgow are providing the storage (at nil cost) into the quote as well.

I hope this helps

Best wishes

Redacted (S38 (1)(b))

My working days are Tuesday to Thursday

Accessibility and Digital Delivery

Elections Team

Mobile: **Redacted (S38 (1)(b))**

Elections and Constitutional Projects Division

Scottish Government



From: Redacted (S38 (1)(b))

Sent: 30 January 2024 14:46

To: Redacted (S38 (1)(b))

Cc: Redacted (S38 (1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Importance: High

Many thanks for the update **Redacted (S38 (1)(b))**.

As you and **Redacted (S38 (1)(b))** may be aware, a further by-election has been requested for early March at Glasgow and we're pulling together the quote asap for issue. As part of that, I wanted to validate with yourselves that you are ok that we apply the indexed charges as stated within the CVN005? My understanding is that indexed charges alone would not have required a Contract Variation, (as the principle for indexation is already covered within the contract), and therefore working on the basis that procurement colleagues are reviewing only the other changes proposed?

We have held pricing at prior levels, and introduced the savings we can already for courier charges, for the recent Stirling eCount and forthcoming Scottish Borders eCount, so hoping that you appreciate that we are trying to support keeping prices lower than expected. Would be grateful for your feedback asap and we'll issue the quote thereafter.

Regards,

Redacted (S38 (1)(b))

Fujitsu

Redacted (S38 (1)(b))



Please consider the environment - do you really need to print this email?

From: Redacted (S38 (1)(b))

Sent: Thursday, January 25, 2024 4:04 PM

To: Redacted (S38 (1)(b))

Cc: Redacted (S38 (1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Thanks **Redacted (S38 (1)(b))**

I have actually just come off a call with procurement colleagues about this variation. We need them to review it and indeed agree to it. I am advised that it may take 2 weeks for them to come back to me due to workloads and I wanted to let you know that.

As soon as we have sorted our end out we will be back in touch.

Thanks for your patience.

Cheers

Redacted (S38 (1)(b))

My working days are Tuesday to Thursday

Accessibility and Digital Delivery
Elections Team
Mobile: **Redacted (S38 (1)(b))**
Elections and Constitutional Projects Division
Scottish Government



From: Redacted (S38 (1)(b))

Sent: 25 January 2024 15:30

To: Redacted (S38 (1)(b))

Cc: Redacted (S38 (1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Hi **Redacted (S38 (1)(b))**,

Many thanks. We'll await your feedback. One thing we have established in the interim, is that there was a presentation error in v0.1 of the Contract Variation provided. The descriptions of the printing charges at the bottom of the pricing table were not reflective of the last ones agreed (they came from an older version of the contract) and the option to procure up to 4000 sheets had been cut from the table. This has now been added. Pricing has not changed and the "average price per eCount" below still holds from that presented below.

Apologies if this has caused any confusion but hopefully limited impact as affects presentation only.


Regards,

Redacted (S38 (1)(b))

Fujitsu

Redacted (S38 (1)(b))



 Please consider the environment - do you really need to print this email?

From: Redacted (S38 (1)(b))

Sent: Wednesday, January 24, 2024 6:55 PM

To: Redacted (S38 (1)(b))

Cc: Redacted (S38 (1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Hi Redacted (S38 (1)(b))

Many apologies for the delay in coming back to you. I cannot give you a substantive reply quite yet but hope to do so next week.

Best wishes

Redacted (S38 (1)(b))

My working days are Tuesday to Thursday

Accessibility and Digital Delivery

Elections Team

Mobile: Redacted (S38 (1)(b))

Elections and Constitutional Projects Division
Scottish Government



From: Redacted (S38 (1)(b))

Sent: 24 January 2024 09:04

To: Redacted (S38 (1)(b))

Cc: Redacted (S38 (1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Hi Redacted (S38 (1)(b)),

Just following up to see if there is as yet any feedback on the contract variation sent over and whether you'd appreciate a call to discuss?

Regards,

Redacted (S38 (1)(b))

Fujitsu

Redacted (S38 (1)(b))



Please consider the environment - do you really need to print this email?

From: Redacted (S38 (1)(b))

Sent: Friday, January 12, 2024 9:57 AM

To: Redacted (S38 (1)(b))

Cc: Redacted (S38 (1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Thanks Redacted (S38 (1)(b)) – for this and the follow up – I'll take a look and come back with any comment

Redacted (S38 (1)(b))

EMB | Electoral Management
Board for Scotland

From: Redacted (S38 (1)(b))

Sent: Friday, January 12, 2024 9:04 AM

To: Redacted (S38 (1)(b))

Cc: Redacted (S38 (1)(b))

Subject: ScotGov By-Election E-Counts - Contract Variation

Hi Redacted (S38 (1)(b)),

As discussed earlier this week, please see attached the proposed updated contract variation (CV005). If you'd welcome a call to walk through then very happy to arrange.

This variation proposes changes to the contract (details of which were largely rewritten in CVN002) in a small number of places to reflect the changes discussed prior to Christmas to support overall cost reduction, which I have summarised below:

- Location change of equipment from Fujitsu's offices to ScotGov, with associated ScotGov dependency that access will be permitted for completeness.
- Wording added in approach to cover off the arrangement that each eCount is agreed to be a test for the next and that hand-holding of equipment by Fujitsu between eCounts is not expected.
- Updates to pricing:
 - Increasing applicable items by indexation. This has been done in line with CPI for the 12 month period up to and including September 2023 at 6.7%
 - Removal of minimum courier pricing to allow the savings from using cheaper/alternative methods with Idox to be achieved. The maximum has been retained and unchanged.

Other items to note

- To support the new ways of working, and as discussed on Tuesday, Fujitsu will at our own cost invest in new flight cases and TV covers/cases asap. This will support both the ongoing life of equipment across the contract and, particularly in the case of flight cases, support in the reduction of delivery charges to councils.
- Regarding the shipping costs to locate equipment to the agreed location in ScotGov offices. We're firstly looking to see if we can arrange delivery as part of the return leg from the January and February e-Counts (though as discussed we'll come back to you as it may not be possible/the best approach). Where that is unable to occur, then Fujitsu's proposal is that Fujitsu will pay for the equipment to be shipped to ScotGov's offices, and we would seek that ScotGov pay for the return of equipment to Fujitsu at the end of the contract (assuming that ScotGov don't take up their right to purchase the equipment). If you are in agreement with this, we can add it as a statement to the contract variation prior to signature.

Regards,

Redacted (S38 (1)(b))

Fujitsu

Redacted (S38 (1)(b))



Please consider the environment - do you really need to print this email?

From: Redacted (S38)(1)(b))
Sent: 20 February 2024 18:47
To: Redacted (S38)(1)(b))
Cc: Redacted (S38)(1)(b))
Subject: 20 ScotGov By-Election E-Counts - Contract Variation

Hi Redacted (S38)(1)(b))

I apologise again for the delay and will see if I can get an estimate of how long this might take.

Best wishes

Redacted (S38)(1)(b))
My working days are Tuesday to Thursday
Accessibility and Digital Delivery
Elections Team
Mobile: Redacted (S38)(1)(b))
Elections and Constitutional Projects Division
Scottish Government



From: Redacted (S38)(1)(b))
Sent: Tuesday, February 20, 2024 2:30 PM
To: Redacted (S38)(1)(b)) **Cc:** Redacted (S38)(1)(b))
Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Hi Redacted (S38)(1)(b)),

Realise the review was undergoing with Procurement colleagues and not yourself but wondered if there was any update or feedback on the contract variation issued?

Regards,

Redacted (S38)(1)(b))

Fujitsu
Redacted (S38)(1)(b))





Please consider the environment - do you really need to print this email?

From: Redacted (S38)(1)(b)
Sent: Tuesday, January 30, 2024 3:11 PM
To: Redacted (S38)(1)(b)
Cc: Redacted (S38)(1)(b)
Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Hi Redacted (S38)(1)(b)

Sorry for the hold up, we have strict rules that mean any changes need approved by procurement.

I suggest you base your quote on the new rates including CPI. As you say this is allowable under the contract.

Hopefully you can factor in the fact that Glasgow are providing the storage (at nil cost) into the quote as well.

I hope this helps

Best wishes

Redacted (S38)(1)(b)
My working days are Tuesday to Thursday
Accessibility and Digital Delivery
Elections Team
Mobile: Redacted (S38)(1)(b)
Elections and Constitutional Projects Division
Scottish Government



From: Redacted (S38)(1)(b)
Sent: 30 January 2024 14:46
To: Redacted (S38)(1)(b) **Cc:** Redacted (S38)(1)(b)
Subject: RE: ScotGov By-Election E-Counts - Contract Variation
Importance: High

Many thanks for the update Redacted (S38)(1)(b) .

As you and Redacted (S38)(1)(b) may be aware, a further by-election has been requested for early March at Glasgow and we're pulling together the quote asap for issue. As part of that, I wanted to validate with yourselves that you are ok that we apply the indexed charges as stated within the CVN005? My understanding is that indexed charges alone would not have required a Contract

Variation, (as the principle for indexation is already covered within the contract), and therefore working on the basis that procurement colleagues are reviewing only the other changes proposed?

We have held pricing at prior levels, and introduced the savings we can already for courier charges, for the recent Stirling eCount and forthcoming Scottish Borders eCount, so hoping that you appreciate that we are trying to support keeping prices lower than expected. Would be grateful for your feedback asap and we'll issue the quote thereafter.

Regards,

Redacted (S38)(1)(b))

Fujitsu

Redacted (S38)(1)(b))



Please consider the environment - do you really need to print this email?

From: Redacted (S38)(1)(b))

Sent: Thursday, January 25, 2024 4:04 PM

To: Redacted (S38)(1)(b)) Cc: Redacted (S38)(1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Thanks **Redacted (S38)(1)(b))**

I have actually just come off a call with procurement colleagues about this variation. We need them to review it and indeed agree to it. I am advised that it may take 2 weeks for them to come back to me due to workloads and I wanted to let you know that.

As soon as we have sorted our end out we will be back in touch.

Thanks for your patience.

Cheers

Redacted (S38)(1)(b))

My working days are Tuesday to Thursday

Accessibility and Digital Delivery

Elections Team

Mobile: **Redacted (S38)(1)(b))**

Elections and Constitutional Projects Division

Scottish Government

From: Redacted (S38)(1)(b))

Sent: 25 January 2024 15:30

To: Redacted (S38)(1)(b))

Cc: Redacted (S38)(1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Hi Redacted (S38)(1)(b)) ,

Many thanks. We'll await your feedback. One thing we have established in the interim, is that there was a presentation error in v0.1 of the Contract Variation provided. The descriptions of the printing charges at the bottom of the pricing table were not reflective of the last ones agreed (they came from an older version of the contract) and the option to procure up to 4000 sheets had been cut from the table. This has now been added. Pricing has not changed and the "average price per eCount" below still holds from that presented below.

Apologies if this has caused any confusion but hopefully limited impact as affects presentation only.

Regards,

Redacted (S38)(1)(b))

Fujitsu

Redacted (S38)(1)(b))



 Please consider the environment - do you really need to print this email?

From: Redacted (S38)(1)(b))

Sent: Wednesday, January 24, 2024 6:55 PM

To: Redacted (S38)(1)(b))

Cc: Redacted (S38)(1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Hi Redacted (S38)(1)(b))

Many apologies for the delay in coming back to you. I cannot give you a substantive reply quite yet but hope to do so next week.

Best wishes

Redacted (S38)(1)(b))

My working days are Tuesday to Thursday

Accessibility and Digital Delivery

Elections Team

Mobile: **Redacted (S38)(1)(b))**

Elections and Constitutional Projects Division

Scottish Government



From: Redacted (S38)(1)(b))

Sent: 24 January 2024 09:04

To: Redacted (S38)(1)(b))

Cc: Redacted (S38)(1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Hi **Redacted (S38)(1)(b))**,

Just following up to see if there is as yet any feedback on the contract variation sent over and whether you'd appreciate a call to discuss?

Regards,

Redacted (S38)(1)(b))

Fujitsu

Redacted (S38)(1)(b))



Please consider the environment - do you really need to print this email?

From: Redacted (S38)(1)(b))

Sent: Friday, January 12, 2024 9:57 AM

To: Redacted (S38)(1)(b))

Cc: Redacted (S38)(1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Thanks Nei **Redacted (S38)(1)(b))** – for this and the follow up – I'll take a look and come back with any comment

Redacted (S38)(1)(b))

From: Redacted (S38)(1)(b))

Sent: Friday, January 12, 2024 9:04 AM

To: Redacted (S38)(1)(b)) Cc: Redacted (S38)(1)(b))

Subject: ScotGov By-Election E-Counts - Contract Variation

Hi **Redacted (S38)(1)(b)),**

As discussed earlier this week, please see attached the proposed updated contract variation (CV005). If you'd welcome a call to walk through then very happy to arrange.

This variation proposes changes to the contract (details of which were largely rewritten in CVN002) in a small number of places to reflect the changes discussed prior to Christmas to support overall cost reduction, which I have summarised below:

- Location change of equipment from Fujitsu's offices to ScotGov, with associated ScotGov dependency that access will be permitted for completeness.
- Wording added in approach to cover off the arrangement that each eCount is agreed to be a test for the next and that hand-holding of equipment by Fujitsu between eCounts is not expected.
- Updates to pricing:
 - Increasing applicable items by indexation. This has been done in line with CPI for the 12 month period up to and including September 2023 at 6.7%
 - Removal of minimum courier pricing to allow the savings from using cheaper/alternative methods with Idox to be achieved. The maximum has been retained and unchanged.

Other items to note

- To support the new ways of working, and as discussed on Tuesday, Fujitsu will at our own cost invest in new flight cases and TV covers/cases asap. This will support both the ongoing life of equipment across the contract and, particularly in the case of flight cases, support in the reduction of delivery charges to councils.
- Regarding the shipping costs to locate equipment to the agreed location in ScotGov offices. We're firstly looking to see if we can arrange delivery as part of the return leg from the January and February e-Counts (though as discussed we'll come back to you as it may not be possible/the best approach). Where that is unable to occur, then Fujitsu's proposal is that Fujitsu will pay for the equipment to be shipped to ScotGov's offices, and we would seek that ScotGov pay for the return of equipment to Fujitsu at the end of the contract (assuming that ScotGov don't take up their right to purchase the equipment). If you are in agreement with this, we can add it as a statement to the contract variation prior to signature.

Regards,

Redacted (S38)(1)(b))

Fujitsu

Redacted (S38)(1)(b))



 Please consider the environment - do you really need to print this email?

From: Redacted (S(38)(1)(b))

Sent: 26 February 2024 13:52

To: Redacted (S(38)(1)(b))

Cc: Redacted (S(38)(1)(b))

Subject: 22 ScotGov By-Election E-Counts - Contract Variation

Redacted (S(38)(1)(b))/Colleagues,

Thanks for the update to the pricing and Fujitsu can confirm agreement with these figures.

Please see attached updated documents from Fujitsu. A “clean” V1.0 for signature (in both word and PDF if that helps) and one with tracked changes to show the changes in charges (to align to those issued by Liz on Thursday) issued by Fujitsu previously.

If there are any questions at all, then please let me know.

Regards,

Redacted (S(38)(1)(b))

Fujitsu

Redacted (S(38)(1)(b))



Please consider the environment - do you really need to print this email?

From: Redacted (S(38)(1)(b))

Sent: Thursday, February 22, 2024 4:43 PM

To: Redacted (S(38)(1)(b))

Cc: Redacted (S(38)(1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Hi Redacted (S(38)(1)(b))

Many thanks for your email. As discussed, colleagues here have agreed that the 6.7% annual CPI figure can be used. This does result in figures that are a little different from those you submitted and so the attached draft variation shows the figures we have calculated.

If you are happy with the final wording and the figures in the table, can you please reply to confirm that, thanks. The next step is for my colleague Redacted (S(38)(1)(b)) to

review and approve this on behalf of Scottish Government and he will do that once you indicated you are content.

Many thanks

Redacted (S(38)(1)(b))

My working days are Tuesday to Thursday

Accessibility and Digital Delivery

Elections Team

Mobile: **Redacted (S(38)(1)(b))**

Elections and Constitutional Projects Division
Scottish Government



From: Redacted (S(38)(1)(b))

Sent: Thursday, February 22, 2024 12:44 PM

To: Redacted (S(38)(1)(b))

Cc: Redacted (S(38)(1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Hi **Redacted (S(38)(1)(b))**,

Many thanks for the feedback and great to hear the wording changes have been accepted. Aware you're on leave after today but do have a quick question that would be good to get alignment on regarding the CPI figures.

Appreciate there is not a material difference in charges of 6.1% vs 6.7% for CPI but I've double-checked with my finance team and they don't recognise where the 6.1% figure stated is derived from. Is there a way we can understand this via a discussion if easier? I expect it only requires a short discussion but feel the value in clarifying and aligning now will help for future years also and enable any indexed charges to be come from an agreed source of information.


Regards,

Redacted (S(38)(1)(b))

Fujitsu

Redacted (S(38)(1)(b))



 Please consider the environment - do you really need to print this email?

From: Redacted (S(38)(1)(b))

Sent: Wednesday, February 21, 2024 5:38 PM

To: Redacted (S(38)(1)(b))

Cc: Redacted (S(38)(1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Importance: High

Hi Redacted (S(38)(1)(b))

My procurement colleagues have come back and have asked for the pricing table to be changed to reflect CPI from September 22 - September 23, which I am advised is 6.1% They have also advised that this is not automatic and the adjustment needs approved as part of the variation. My colleague Jenny has worked out the new figures and a revised draft variation is attached. Everything else is fine. Can you please review this and if you are content I will need to send it to Jenny's line manager for final approval and signing.

I am in the office tomorrow then not back until Thursday next week. James is off until Monday but can pick up then if necessary.

Apologies again for the delay due to unexpected absences.

Best wishes

Redacted (S(38)(1)(b))

My working days are Tuesday to Thursday

Accessibility and Digital Delivery

Elections Team

Mobile: Redacted (S(38)(1)(b))

Elections and Constitutional Projects Division
Scottish Government

From: Redacted (S(38)(1)(b))

Sent: Friday, January 12, 2024 9:04 AM

To: Redacted (S(38)(1)(b))

Cc: Redacted (S(38)(1)(b))

Subject: ScotGov By-Election E-Counts - Contract Variation

Hi **Redacted (S(38)(1)(b))**

As discussed earlier this week, please see attached the proposed updated contract variation (CV005). If you'd welcome a call to walk through then very happy to arrange.

This variation proposes changes to the contract (details of which were largely rewritten in CVN002) in a small number of places to reflect the changes discussed prior to Christmas to support overall cost reduction, which I have summarised below:

- Location change of equipment from Fujitsu's offices to ScotGov, with associated ScotGov dependency that access will be permitted for completeness.
- Wording added in approach to cover off the arrangement that each eCount is agreed to be a test for the next and that hand-holding of equipment by Fujitsu between eCounts is not expected.
- Updates to pricing:
 - Increasing applicable items by indexation. This has been done in line with CPI for the 12 month period up to and including September 2023 at 6.7%
 - Removal of minimum courier pricing to allow the savings from using cheaper/alternative methods with Idox to be achieved. The maximum has been retained and unchanged.

Other items to note

- To support the new ways of working, and as discussed on Tuesday, Fujitsu will at our own cost invest in new flight cases and TV covers/cases asap. This will support both the ongoing life of equipment across the contract and, particularly in the case of flight cases, support in the reduction of delivery charges to councils.
- Regarding the shipping costs to locate equipment to the agreed location in ScotGov offices. We're firstly looking to see if we can arrange delivery as part of the return leg from the January and February e-Counts (though as discussed we'll come back to you as it may not be possible/the best approach). Where that is unable to occur, then Fujitsu's proposal is that Fujitsu will pay for the equipment to be shipped to ScotGov's offices, and we would seek that ScotGov pay for the return of equipment to Fujitsu at the end of the contract (assuming that ScotGov don't take up their right to purchase the equipment). If you are in agreement with this, we can add it as a statement to the contract variation prior to signature.

Regards,

Redacted (S(38)(1)(b))

Fujitsu

Redacted (S(38)(1)(b))



 Please consider the environment - do you really need to print this email?

From: Redacted (S38 (1)(b))
Sent: 22 February 2024 16:43
To: Redacted (S38 (1)(b))
Cc: Redacted (S38 (1)(b))
Subject: 22 ScotGov By-Election E-Counts - Contract Variation

Hi Redacted (S38 (1)(b))

Many thanks for your email. As discussed, colleagues here have agreed that the 6.7% annual CPI figure can be used. This does result in figures that are a little different from those you submitted and so the attached draft variation shows the figures we have calculated.

If you are happy with the final wording and the figures in the table, can you please reply to confirm that, thanks. The next step is for my colleague Redacted (S38 (1)(b)) to review and approve this on behalf of Scottish Government and he will do that once you indicated you are content.

Many thanks

Redacted (S38 (1)(b))

My working days are Tuesday to Thursday

Accessibility and Digital Delivery
Elections Team
Mobile: Redacted (S38 (1)(b))
Elections and Constitutional Projects Division
Scottish Government



From: Redacted (S38 (1)(b))
Sent: Thursday, February 22, 2024 12:44 PM
To: Redacted (S38 (1)(b))
Cc: Redacted (S38 (1)(b))
<jillian.giles@fujitsu.com>; Chris.Highcock@edinburgh.gov.uk
Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Hi Redacted (S38 (1)(b)),

Many thanks for the feedback and great to hear the wording changes have been accepted. Aware you're on leave after today but do have a quick question that would be good to get alignment on regarding the CPI figures.

Appreciate there is not a material difference in charges of 6.1% vs 6.7% for CPI but I've double-checked with my finance team and they don't recognise where the 6.1% figure stated is derived from. Is there a way we can understand this via a discussion if easier? I expect it only requires a short discussion but feel the value in clarifying and aligning now will help for future years also and enable any indexed charges to be come from an agreed source of information.

Regards,

Redacted (S38 (1)(b))

Fujitsu

Redacted (S38 (1)(b))



From: Redacted (S38 (1)(b))

Sent: Wednesday, February 21, 2024 5:38 PM

To: Redacted (S38 (1)(b))

Cc: Redacted (S38 (1)(b))

Subject: RE: ScotGov By-Election E-Counts - Contract Variation

Importance: High

Hi Redacted (S38 (1)(b))

My procurement colleagues have come back and have asked for the pricing table to be changed to reflect CPI from September 22 - September 23, which I am advised is 6.1% They have also advised that this is not automatic and the adjustment needs approved as part of the variation. My colleague Redacted (S38 (1)(b)) has worked out the new figures and a revised draft variation is attached. Everything else is fine. Can you please review this and if you are content I will need to send it to Redacted (S38 (1)(b))'s line manager for final approval and signing.

I am in the office tomorrow then not back until Thursday next week. Redacted (S38 (1)(b)) is off until Monday but can pick up then if necessary.

Apologies again for the delay due to unexpected absences.

Best wishes

Redacted (S38 (1)(b))

My working days are Tuesday to Thursday

Accessibility and Digital Delivery
Elections Team
Mobile: Redacted (S38 (1)(b))

Elections and Constitutional Projects Division
Scottish Government



From: Redacted (S38 (1)(b))
Sent: Friday, January 12, 2024 9:04 AM
To: Redacted (S38 (1)(b))
Cc: Redacted (S38 (1)(b))
Subject: ScotGov By-Election E-Counts - Contract Variation

Hi Redacted (S38 (1)(b)) ,

As discussed earlier this week, please see attached the proposed updated contract variation (CV005). If you'd welcome a call to walk through then very happy to arrange.

This variation proposes changes to the contract (details of which were largely rewritten in CVN002) in a small number of places to reflect the changes discussed prior to Christmas to support overall cost reduction, which I have summarised below:

- Location change of equipment from Fujitsu's offices to ScotGov, with associated ScotGov dependency that access will be permitted for completeness.
- Wording added in approach to cover off the arrangement that each eCount is agreed to be a test for the next and that hand-holding of equipment by Fujitsu between eCounts is not expected.
- Updates to pricing:
 - Increasing applicable items by indexation. This has been done in line with CPI for the 12 month period up to and including September 2023 at 6.7%
 - Removal of minimum courier pricing to allow the savings from using cheaper/alternative methods with Idox to be achieved. The maximum has been retained and unchanged.

Other items to note

- To support the new ways of working, and as discussed on Tuesday, Fujitsu will at our own cost invest in new flight cases and TV covers/cases asap. This will support both the ongoing life of equipment across the contract and, particularly in the case of flight cases, support in the reduction of delivery charges to councils.
- Regarding the shipping costs to locate equipment to the agreed location in ScotGov offices. We're firstly looking to see if we can arrange delivery as part of the return leg from the January and February e-Counts (though as discussed we'll come back to you as it may not be possible/the best approach). Where that is unable to occur, then Fujitsu's proposal is that

Fujitsu will pay for the equipment to be shipped to ScotGov's offices, and we would seek that ScotGov pay for the return of equipment to Fujitsu at the end of the contract (assuming that ScotGov don't take up their right to purchase the equipment). If you are in agreement with this, we can add it as a statement to the contract variation prior to signature.


Regards,

Redacted (S38 (1)(b))

Fujitsu

Redacted (S38 (1)(b))



 Please consider the environment - do you really need to print this email?