



Board and Committee Papers

Operational Requirement

This document and the information it contains are provided solely for the purpose of allowing potential bidders to provide a tender for the services being procured.

It is issued under the Open Procedure of the EU Procurement Directive (2014) which came into effect in the UK under The Public Contracts Regulations 2015 on 26th February 2015.

Any bidder wishing to submit a response to this Operational Requirement must register its intent with Jisc Services Ltd (JSL) before submitting the proposal. JSL will not accept proposals from suppliers who have not registered according to the procedure described in this document.

Please note that over the Christmas period, midday on 24th December until 08:30 On Monday 4th January, no JSL staff will be available to respond to clarifications. Therefore please ask any clarifications before or after these dates. JSL has added additional time to the timetable to allow bidders to have sufficient time to seek clarification and complete responses to allow for this period.

Jisc Services Ltd will not accept any registrations after 19th January 2016.

Please do not try to upload documents very close to the deadline for submission because the e-tendering portal will be locked at 12:00 Noon GMT and any documents that are part way through being uploaded will be rejected.

A RESPONSE RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED.

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I. INTRODUCTION

This document is the Operational Requirement (OR) for the set-up of a multi-supplier framework for the supply of systems to manage **Board and Committee Papers**.

The procurement process will be managed according to the open procedure as specified by the Public Contracts Regulations 2015 (which took effect on 26th February 2015), and this document is an integral part of the Open Procedure procurement announced by Jisc Services Ltd (JSL) in the Supplement to the Official Journal of the European Union.

The customer will be the organisation placing an order. Organisations eligible to use the framework are listed in section 2.

I.1 Janet

“Janet” is the name given both to an electronic communications network and a collection of electronic communications networking services and facilities that support the requirements of the UK research and education community.

Janet is managed by JSL to provide a service to the research and education communities across the United Kingdom.

Janet provides services to all Higher Education Institutions, Further Education and Specialist Colleges and Research Council Establishments in the UK. Nationally, Janet also provides services to many Local Authority education networks, via Regional Broadband Consortia and otherwise, in support of ICT provision in schools and community development learning. In this way Janet is available to a community of 18 million users.

I.2 Jisc

Jisc is a registered charity working on behalf of UK higher education, further education and skills to champion the use of digital technologies. Historically, JISC stood for Joint Information Systems Committee but over the last decade we have evolved and as a company we are now known as Jisc. Further information about Jisc is available at: <http://www.jisc.ac.uk/aboutus.aspx>.

I.3 Jisc Services Limited

Jisc Services Limited is a subsidiary company of Jisc the charity which facilitates the operation and delivery of Jisc activities to its customers.

I.4 Contracting Authority

The contracting authority is Jisc Services Limited (JSL).

2. SCOPE OF CONTRACT TO BE PLACED

The Framework envisaged is for a system which will manage securely highly confidential Board and Committee papers while making them easily accessible to authorised users and administrators anywhere and at anytime. Proposed systems should be able to integrate with Sharepoint, either on premise or in the Cloud, ideally both, and be accessible from all commonly available smart phones, tablets, laptop and desktop computers.

The scope of the framework covers purchases by Jisc, JSL, Higher Education institutions, Further Education and Specialist Colleges and Research Council establishments in the UK, and by any other bodies whose core purpose is the support or advancement of further or higher education or of research.

Many of the above bodies are members of higher and further education purchasing consortia. These are independent organisations that provide a wide range of collaborative purchase agreements to their member institutions through consensus and the common desire to maximise their purchasing power in the market place. Any member of one of these consortia will be eligible to purchase from this Service by virtue of its membership, as will members of any other similar purchasing consortium in higher or further education that might be formed during the lifetime of the Service.

Membership lists for existing higher and further education purchasing consortia may be found at:

<http://www.lupc.ac.uk/list-of-members.html>

<http://www.supc.ac.uk/>

<http://www.nwupc.ac.uk/our-members>

<http://www.neupc.ac.uk/our-members>

<http://www.hepcw.ac.uk/files/2013/12/HEPCW-Members.pdf>

<http://www.apuc-scot.ac.uk/#!/members>

The Service is also available for use by any National Research and Education Network (NREN) and the community it serves where the NREN has either a direct connection to Janet or the NREN is a member at any time during the period of this framework of the consortium that operates GÉANT. GÉANT is the pan-European research and education network that interconnects Europe's NRENs. A list of members of the GÉANT consortium (GÉANT Partners) may be found at the URL below. HEAnet, the NREN of the Republic of Ireland, is connected both to Janet and is a member of the GÉANT consortium.

<http://www.geant.net/About/Pages/home.aspx>

JSL expects to set up framework agreements with up to three suppliers who meet the mandatory requirements laid out below, the bidder who scores highest on the evaluation will be nominated as the preferred supplier.

JSL anticipates that individual orders under the framework will use a simple process, making use of bidders' terms and conditions, subject to the mandatory provisions. Bidders will however be required to sign up to a framework agreement with JSL.

2.1 Duration of framework agreement

The framework agreement will be for an initial period of three years with the possibility of an extension for a further one year subject to review with an overall period of up to four years.

3. OVERVIEW OF THE FACILITIES REQUIRED

The bidder is expected to respond to the following general requirements which are covered in more detail in section 6, though bidders are encouraged to show where their relevant products and services provide additional functionality & value:

- a. A licensing model to support the use of the service across a wide range of committees and boards within Janet connected institutions, an example of a suitable model for this is provided at annexe 1. Each institution will be expected to place its own order, for an appropriate licence, either through a mini-competition or directly to the preferred supplier. This may be in addition to the supplier's usual model or a replacement for it;
- b. An intuitive and easy to use application and service that requires the minimum of training;
- c. Training for users and the method of delivery, where training facilities are included within the offer;
- d. The ability to annotate papers using pen, highlighter or note tools, without changes being lost should a revision be made to the paper;
- e. Administrative control over users' ability to print/forward papers;
- f. The option to search and view historical as well as current papers;
- g. Data storage maintained within the EEA as much of the information is sensitive;
- h. Compatibility with Sharepoint, which is the Document Management System of choice in many institutions and is delivered through Office 365 in a growing number of cases;
- i. There is a strong preference that there is no volume limit to the amount of documentation that can be stored on one device, for single or multiple board or committee meetings.
- j. Secure service, including dealing with the eventuality that a device is lost or stolen;
- k. There is a strong preference that the service is supported by a 24/7 international helpline and/or on line support;
- l. The bidder must commit to agree to pay JSL 2.5% commission on sales through the service;

- m. JSL will offer the option to negotiate space in its data centre for cloud based services, which will then benefit from direct connection to the Janet backbone;

4. PROCUREMENT PROCEDURE

4.1 General Issues

All formal communication with bidders over the course of the procurement will be handled or arranged by JSL.

Responses to this OR will be accepted from any bidder providing it conforms to the requirements defined in section 5.

4.2 Registration

Bidders are required to register their intention to submit a response to this OR via the e-tendering portal at:

<https://tenders.jisc.ac.uk>

Note: if your company is not already registered as a user of the e-tendering portal it is necessary first to register as a user of the portal. Once this registration is accepted by JSL, a username and password will be issued, and should be used for all future accesses to the portal. Note also that JSL will reject a bidder's registration if there is already a registration on the portal for that bidder. Please remember also that this initial registration is **not** a registration for a particular contract, it is **only** the registration of the bidder on the e-tendering portal. When the username and password are received, it is necessary then to login and register interest in a specific contract.

When registering, it is recommended that a generic mailbox (such as *sales@supplier*) is set up, so that information from the system can be sent to more than one representative at the company.

A detailed Supplier User Guide on how to use the e-tendering opportunities portal can be downloaded from the portal at:

<https://tenders.jisc.ac.uk>

Please note that JSL will **not** accept any registration requests after the close of registration date given in the timetable in section 4.5.

4.3 Electronic copy

An electronic copy of the Operational Requirement is available to download from the e-tendering portal at:

<https://tenders.jisc.ac.uk>

4.4 Clarifications to the requirements

Bidders will be provided with clarification of JSL's requirements in accordance with the EU Public Contracts Directive (2014) and the Public Contracts Regulations 2015.

Bidders should raise any issues of clarification via the e-tendering opportunities portal at <https://tenders.jisc.ac.uk>. Where issues of clarification arise which are relevant to more than one candidate, these will be made available via the e-tendering portal. Any clarification request should be submitted by no later than the date given in the timetable in section 4.5, as JSL cannot guarantee to answer any requests submitted after this date.

4.5 Timetable

The steps and timetable for this procurement are as follows:

Activity	Date
Notice to European Journal	18 th December 2015
Final date for clarifications	14 th January 2016
Final date for registration	17:00 GMT on 19 th January 2016
Closing date for tenders	12:00 Noon GMT on 21st January 2016
Selection of preferred supplier	25 th February 2016
Contracts placed by	8 th March 2015

JSL reserves the right to vary this timetable if the need arises, within the constraints of the EU Public Contracts Directive (2014) and the Public Contracts Regulations 2015. Tenders will be expected to remain valid for six months after tender submission.

JSL reserves the right not to award a contract.

JSL may invite bidders to attend tender clarification meetings if required.

4.6 Evaluation

The contract will be awarded on the basis of the offers that are the most economically advantageous.

The main criteria to be used in determining which offers are the most economically advantageous will be:

	Marking	Item
1.	Pass/Fail	The bidder's ability to meet the mandatory requirements
2.	60% of total marks.	JSL's assessment of the bidder's technical merit and quality to enable it to provide the services described in this document on a timely basis based on the responses to the information requirements,
3.	40% of total marks.	Charges

A bidder's response to each non-priced section will be marked on a sliding scale between the indicated maximum and minimum (0) scores and the statements given below are for indicative purposes only:

A maximum score will be given where the response fully meets the requirement/answers the question. A score of up to two thirds of the maximum will be given where the response meets most of the requirement/answers most of the question.

A score of up to one third of the maximum will be given where the response partially meets the requirement/answers part of the question.

A zero score will be given where the response does not meet the requirement/answer the question at all.

Marks for IR27 will be awarded on a ratio to the most cost effective bid using the following formula:

$$\frac{\text{Most competitive price}}{\text{Price being evaluated}} \times 30\% \text{ of total marks available}$$

Each individual IR will be weighted and scored according to the table below. For example, the maximum possible score for IR9 is 45. The total percentage for the technical section will be 60%.

For each Tender meeting the mandatory requirements, the evaluation criteria which will be used are as follows:

IR	Weighting	Score range	Maximum Total Score / IR
9,10,14,15,16,17,20	3	0 to 15	45
12,13,18,19,25,28	2	0 to 15	30
21,22,23,24,26	1	0 to 15	15
Charges: IR29,			30
IR30			5
IR31			5

Note that IR11 is omitted from the table because it is for information only and will not be scored.

4.7 Delivery of tenders

Bidders are required to upload their response to the e-procurement portal by the time and date specified in section 4.5.

The documents must be provided in PDF format with the exception of spreadsheets that should be provided in Excel format. Any non-standard fonts used in submissions must be embedded in the document.

Please do not try to upload documents very close to the closing time of the procurement, because the tender boxes will be locked at 12:00 Noon GMT and any documents that are part way through being uploaded will be rejected.

In order to assist in the evaluation of tender responses, each bidder is asked to provide its response in one document rather than submit a main document with reference to other separate documents. As part of this process, each bidder should provide the pertinent information within the response document rather than submitting a large annex document that procurement panel members need to read in its entirety in order to obtain the key facts.

It is the responsibility of the bidder to make sure that a tender is fully and accurately completed (including any Mandatory Requirements – see description under Section 4.9). JSL is under no obligation to clarify its tender or to obtain missing information or Mandatory Requirements.

A response submitted after the deadline will not be considered.

4.8 Format of tenders

The response to the specific requirements must take the following format:

A Management Summary

This section should be a single page summary describing the main points of the bid.

B Description of Services Proposed

This section must describe the services proposed. The information required to satisfy all the specific requirements must be provided in this section.

The response must address all the requirements both Mandatory Requirements (MR) and Information Requirements (IR) detailed in all sections of this OR (see description under Section 4.9 below).

The order of replies to requirements (MR and IR) must be given in the same numerical order as they are stated in this document. The reference number and the text of the requirement to which it relates must precede each response.

4.9 Document notation

MRn A mandatory requirement.

A solution that does not meet all mandatory requirements will not be acceptable.

Bidders must state how all requirements will be met, considering the issues and the points raised. A statement of the form 'this requirement will be met' is not sufficient. Tenders must satisfy all mandatory requirements. Failure to satisfy a mandatory requirement will exclude a tender from further consideration.

IRn An information requirement

It is vital that bidders provide full information on specific topics. These topics are identified as information requirements. Failure in a tender to provide full, relevant information in answer to information requirements will lead to the bidder losing marks. Assessment of the quality of the tender will be based on the responses to these requirements, and will influence the selection process.

5. REQUIREMENTS FOR EVIDENCE OF COMPETENCE TO SUPPLY

The questions in this section will be used by JSL to judge a bidder's competence to supply. This section will be evaluated on a pass/fail basis. If a bidder fails a question in this section then its tender will not be considered further by JSL.

5.1 Personal Situation of the Candidate or Tenderer

MR1*The Bidder must confirm that none of the following circumstances set out in Regulation 57(1) of the Public Contracts Regulations 2015, applies to the bidder or sub-contractors:*

- (a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime (c);*
- (b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889(d) or section 1 of the Prevention of Corruption Act 1906(e);*
- (c) the common law offence of bribery;*
- (d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010(f), or section 113 of the Representation of the People Act 1983(g)*
- (e) where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities (h)*
 - (i) the common law offence of cheating the Revenue;*
 - (ii) the common law offence of conspiracy to defraud;*
 - (iii) fraud or theft within the meaning of the Theft Act 1968(i), the Theft Act (Northern Ireland) 1969(j), the Theft Act 1978(k) or the Theft (Northern Ireland) Order 1978(l);*
 - (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985(m), article 451 of the Companies (Northern Ireland) Order 1986(n) or section 993 of the Companies Act 2006(o);*
 - (v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 (p) or section 72 of the Value Added Tax Act 1994 (q);*
 - (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993(r);*
 - (vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968(s) or section 19 of the Theft Act (Northern Ireland) 1969 (t);*
 - (viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006(u); or*
 - (ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;*

- (f) any offence listed-
 - (i) in section 41 of the Counter Terrorism Act 2008(a); or
 - (ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;
- (g) any offence under sections 44 to 46 of the Serious Crime Act 2007(b) which relates to an offence covered by subparagraph (f);
- (h) money laundering within the meaning of sections 340(1) and 415 of the Proceeds of Crime Act 2002(c);
- (i) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988(d) or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996(e);
- (j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants, etc.) Act 2004(f);
- (k) an offence under section 59A of the Sexual Offences Act 2003(g);
- (l) an offence under section 71 of the Coroners and Justice Act 2009(h);
- (m) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994(i); or
- (n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive—
 - (i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or
 - (ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland

MR2.... The Bidder must confirm that none of the following circumstances set out in Regulation 57(8) of Public Contracts Regulations 2015 applies to the bidder or sub-contractors:

- (a) where the contracting authority can demonstrate by any appropriate means a violation of applicable obligations referred to in regulation 56(2);
- (b) where the economic operator is bankrupt or is the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;
- (c) where the contracting authority can demonstrate by appropriate means that the economic operator is guilty of grave professional misconduct, which renders its integrity questionable;
- (d) where the contracting authority has sufficiently plausible indications to conclude that the economic operator has entered into agreements with other economic operators aimed at distorting competition;
- (e) where a conflict of interest within the meaning of regulation 24 cannot be effectively remedied by other, less intrusive, measures;
- (f) where a distortion of competition from the prior involvement of the economic operator in the preparation of the procurement procedure, as referred to in regulation 41, cannot be remedied by other, less intrusive, measures;

(g) where the economic operator has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;

(h) where the economic operator:

(i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or

(ii) has withheld such information or is not able to submit supporting documents required under regulation 59; or

(i) where the economic operator has

i. undertaken to:

(aa) unduly influence the decision-making process of the contracting authority, or

(bb) obtain confidential information that may confer upon it undue advantages in the procurement procedure; or

(ii) negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

5.2 Economic and Financial Standing

JSL now routinely runs credit checks on bidders submitting tender responses. This is being undertaken through the Creditsafe financial checking service where each company is analysed and given a credit rating score of between 0 – 100 where 30 or less typically indicates a very high insolvency risk. If a bidder scores a credit rating of 30 or under further clarification will be sought with potential disqualification should an unsatisfactory explanation be given.

MR3*The Bidder must provide evidence of financial and economic standing, as specified in Regulation 60(6)(c) of the Public Contracts Regulations by providing verification of the undertaking's overall turnover the last three financial years available.*

MR4*The Bidder must provide its company registration number and address for credit checking.*

5.3 Technical Capability and Experience

MR5*The Bidder must provide a description of its measures for ensuring quality as indicated in Regulation 62 of the Public Contracts Regulations. For this item, a copy of the Bidder's ISO 9000 certificate will be adequate. If the Bidder is not registered under ISO 9000, then a brief description of the quality management system and checks undertaken will be acceptable.*

6. REQUIREMENTS FOR AWARD OF THE OFFERED SERVICE

6.1 Contract Form

The Invitation to Tender includes a copy of JSL's standard form of framework agreement. JSL requires its standard form of framework agreement to be used for this service. When using the open procedure, contracting authorities are prohibited from negotiating with bidders in respect of the agreement (typographical errors excepted). Therefore bidders are required to confirm that if they are appointed as a supplier on the framework that they will accept the terms of JSL's standard form of framework agreement. Failure to accept these terms will result in a bidder's tender being treated as non-compliant and therefore rejected.

MR6*The Bidder must confirm that it will accept the terms of JSL's standard form of framework agreement.*

6.2 Detailed Product Requirements

MR7*The bidder must provide a description of the management systems used to control information security risks to the service or product supplied. Where adherence to relevant standards is claimed, include any*

necessary supporting documentation e.g. for ISO27001 we expect to receive a copy of the certificate and statement of applicability. The scope of the management system should include the design, provision, management, and support of the service or product in its entirety. The bidder should also confirm that it will cooperate fully with any audit of information security management systems, plans and controls covering the service, and undertake to address any issues identified. Services which do not meet these requirements and do not provide encrypted communications from host to endpoint will not be considered.

JSL will encourage the take up by eligible institutions of the services offered under the Framework and must recover the costs incurred in the development and promotion of the Framework.

MR8..... The Bidder must agree to pay JSL 2.5% commission, quarterly in arrears, on all revenue accrued through sales under the Framework and develop robust reporting processes to account for this.

The Information Requirements below describe the key features and facilities required and responses are to be provided through the procedures laid down in section 4 and will also be scored as stated in that section.

IR9..... The Bidder shall state whether the product or services proposed will integrate easily with Sharepoint and state any limitations on Sharepoint release versions. If alternative approaches to Sharepoint integration are used a full detailed explanation of how the product is deployed and managed shall be supplied. This shall include an explanation on how management effort is no greater than for a Sharepoint integrated product (maximum score 45).

IR10..... The Bidder shall state whether the product can be deployed on premise or hosted in the cloud or both and whether there is any difference in functionality between the two approaches, if both are available (maximum score 45).

IR11..... The Bidder shall state if the following option is of interest and their outline approach to implementation: JSL has a shared Data centre which is directly connected to the Janet backbone. JSL will be prepared to negotiate with bidders who wish to deploy instances of the service in the data centre. **(This IR is for information only and is not scored)**

IR12..... The Bidder shall state whether the product can be obtained through Office 365 and, if so, how this is implemented (maximum score 30).

IR13..... The Bidder shall define the training available and required to ensure that users and administrators can work with confidence, bearing in mind that ease of use through intuitive design is a key requirement (maximum score 30).

IR14..... The Bidder shall describe a typical meeting workflow for an administrator and a committee/board member (maximum score 45).

IR15..... The Bidder shall describe how access to historical papers as well as current ones can be facilitated (maximum score 45).

IR16..... The Bidder shall describe how security is maintained should user devices be lost or stolen (maximum score 45).

IR17..... The Bidder shall describe how users may annotate papers using pen, highlighter or note tools, without changes being lost should a revision be made to the paper. Note that solutions which rely on additional third party applications for this facility will not be acceptable and will score zero (maximum score 45).

IR18..... The Bidder shall describe any volume limitations in respect of end user devices for single or multiple committee and board meetings (maximum score 30).

IR19..... The Bidder shall describe the product design approach to support users who are members of multiple committees or boards (maximum score 30).

IR20..... The Bidder shall explain the process by which the ability of users to forward or print material may be constrained by administrators (maximum score 45).

IR21..... The Bidder shall describe its help and support services and state the hours of cover if not 24/7 (maximum score 15).

IR 22..... The Bidder shall list supported devices and operating systems available to end users. Full marks will be available only to those products that support all commonly available devices and desktop operating systems (maximum score 15).

IR23..... The Bidder shall confirm that all common document formats are supported. A list of supported file extension types shall be supplied (maximum score 15).

IR24..... The Bidder shall describe any opportunity for the use of on-site support through IT services and super users. The bidder shall state the level of additional discount available if this option is taken (maximum score 15)

IR25..... The Bidder shall state whether a campus wide licensing model can be made available. An example of a suitable approach to this is included at Annexe I. Institutions may wish to make the system or service available not just to their Boards (or equivalent) but also to a wide range of committees and this must be cost maximum score 30)

IR 26..... The Bidder shall detail any additional features and facilities which it considers will enhance the ease of use or security of the service offered using its product. (maximum score 15).

MR27..... The bidder must commit to provide SaaS and IaaS solutions that are physically located in EEA and the systems must have integrated backup and recovery sites which are also physically located in EEA.

IR28..... The bidder shall provide details and evidence that the proposed SaaS and IaaS solutions are physically located in EEA and also provide details and evidence that they have integrated backup and recovery sites that are physically located in EEA. (maximum score 30)

7. CHARGES

IR29..... The Bidder shall provide pricing for the service specified in this OR. If a campus licence is offered as an option then the standard pricing model should be shown here and the model with campus licence in response to IR30. All prices must be provided in sterling and be shown without the addition of VAT (maximum score 30).

IR30..... The Bidder shall describe the pricing model for a campus licence taking account of the volume discount expectations indicated in Annexe I (maximum score 5).

IR31..... The Bidder shall describe any model for discount aggregated by usage across multiple organisations within the sector (section discount) (maximum score 5).

8. FREEDOM OF INFORMATION (FOI)

While JSL is not obliged to respond to any requests for information, whether under the Freedom of Information Act (the "FOIA") or otherwise (except where it has a legal obligation for other purposes), we endeavour to respond in the spirit of the FOIA, where we are reasonably able to do so, taking into account the resource implications in preparing a response.

If the bidder considers that any information supplied in its response is either commercially sensitive or confidential in nature, this must be clearly marked and the reasons for the sensitivity given.

In such cases, the relevant material will, in respect of any request for information made by a third party to JSL, be examined in the light of the exemptions provided in the FOIA. However, by virtue of its submission of a Tender, the bidder accepts that the decision as to whether to disclose such marked parts of the Tender will rest solely with JSL.

MR32.....The Bidder must highlight any information that is either commercially sensitive or confidential in nature and reasons for the sensitivity should be given.

MR33.....The Bidder must provide contact details (name, telephone number and email address) of the person within its organisation that is responsible for dealing with FOI requests.

9. RECORD RETENTION

By submitting a tender response to this procurement, a bidder accepts that JSL will keep a copy of the tender and all other documentation and correspondence received from the bidder relating to this procurement for seven years. JSL will keep this information in order to maintain the records required for audit purposes. At the end of the seven year period JSL will destroy any information that it holds relating to this procurement.

Annexe I Board and Committee Papers – Licensing Model

Typically license options within Higher Education are for site-wide licenses and for this requirement a licensing model based on Staff/Faculty Full Time Equivalent (FTE) headcount is thought to be suitable, though bidders are at liberty to propose other approaches:

Staff/Faculty FTE

By licensing software on an FTE count on an annual basis it allows for easy administration and a simple measure for usage within an institution while ensuring all staff/faculty benefit. Within a typical institution there will be 2 types of users, those who are responsible for administering meetings (secretaries, PA’s, Managers) and the majority who will simply attend/partake. Therefore the number of fully fledged users of the system is significantly lower than the FTE the license is based on and this can be addressed by discounting on the assumption that of the order of 40% of the counted FTE will actually be users. Support and set up costs can also be minimised through super-users and provision of on-site support for the product and bidders may wish to offer further discounts to those institutions willing to engage with such a process.

Bidders should present their pricing proposals in the response to section 7 and IR28.

Example of pricing Matrix in HE:

FTE	GBP (per month)
< 100	
< 250	
< 500	
< 1000	
< 2000	
<5000	
<10000	

Definitions

- FTE = the number of full-time Faculty Members + (number of part-time Faculty Members ÷ 3) + number of full-time Staff Members + (number of part-time Staff Members ÷ 2)
- Faculty Member: current employee or independent contractor of the University whose primary job duties consist of providing educational instruction to students.
- Staff Member: current employee of the University that provides administrative support to the Customer’s educational operations to faculty **excluding manual, ancillary, casual, maintenance, groundskeepers, cafeteria, and mailroom.**
- Institutions will “true up” their FTE count at each anniversary during the contracted period and if the total number of FTEs increases by five percent (5%) or more they will pay the licensing fee at the appropriate level. Providing FTE growth remains <5% per annum during the contracted period the institution can continue to pay at the rate set out at sign up (*an incentive to take a multi-year agreement*).