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Contract notice
(Directive 2004/18/EC)

Section I : Contracting authority

I.1) Name, addresses and contact point(s):

Official name: [Shropshire Council](#)

National ID: *(if known)*

Postal address: [Shirehall, Abbey Foregate](#)

Town: [SHREWSBURY](#)

Postal code: [SY2 6ND](#)

Country: [United Kingdom \(UK\)](#)

Contact point(s):

Telephone: [+44 1743252993](#)

For the attention of: XXXXXXXXXX

E-mail: procurement@shropshire.gov.uk

Fax: [+44 1743253910](#)

Internet address(es): *(if applicable)*

General address of the contracting authority/entity: *(URL)* www.Shropshire.gov.uk

Address of the buyer profile: *(URL)*

Electronic access to information: *(URL)*

Electronic submission of tenders and requests to participate: *(URL)*

Further information can be obtained from

- The above mentioned contact point(s) Other (please complete Annex A.I)

Specifications and additional documents (including documents for competitive dialogue and a dynamic purchasing system) can be obtained from

- The above mentioned contact point(s) Other (please complete Annex A.II)

Tenders or requests to participate must be sent to

- The above mentioned contact point(s) Other (please complete Annex A.III)

I.2) Type of the contracting authority

- Ministry or any other national or federal authority, including their regional or local sub-divisions
- National or federal agency/office
- Regional or local authority
- Regional or local agency/office
- Body governed by public law
- European institution/agency or international organisation
- Other: *(please specify)*

I.3) Main activity

- General public services
- Defence

- Public order and safety
- Environment
- Economic and financial affairs
- Health
- Housing and community amenities
- Social protection
- Recreation, culture and religion
- Education
- Other: *(please specify)*

I.4) Contract award on behalf of other contracting authorities

The contracting authority is purchasing on behalf of other contracting authorities:

yes no

information on those contracting authorities can be provided in Annex A

Section II : Object of the contract

II.1) Description :

II.1.1) Title attributed to the contract by the contracting authority :

IMC 066 - Print, Design & Web Services Framework

II.1.2) Type of contract and location of works, place of delivery or of performance :

choose one category only – works, supplies or services – which corresponds most to the specific object of your contract or purchase(s)

- | | | |
|---|---|--|
| <input type="radio"/> Works | <input type="radio"/> Supplies | <input checked="" type="radio"/> Services |
| <input type="checkbox"/> Execution | <input type="checkbox"/> Purchase | Service category No: 15 |
| <input type="checkbox"/> Design and execution | <input type="checkbox"/> Lease | Please see Annex C1 for service categories |
| <input type="checkbox"/> Realisation, by whatever means of work, corresponding to the requirements specified by the contracting authorities | <input type="checkbox"/> Rental | |
| | <input type="checkbox"/> Hire purchase | |
| | <input type="checkbox"/> A combination of these | |

Main site or location of works, place of delivery or of performance :

Shropshire

NUTS code: UK

NUTS code: UKG2

II.1.3) Information about a public contract, a framework agreement or a dynamic purchasing system (DPS):

- The notice involves a public contract
- The notice involves the establishment of a framework agreement
- The notice involves the setting up of a dynamic purchasing system (DPS)

II.1.4) Information on framework agreement : (if applicable)

- Framework agreement with several operators Framework agreement with a single operator

Number : 27

or

(if applicable) maximum number : of participants to the framework agreement envisaged

Duration of the framework agreement

Duration in years : 4 or in months :

Justification for a framework agreement, the duration of which exceeds four years :

Estimated total value of purchases for the entire duration of the framework agreement (if applicable, give figures only)

Estimated value excluding VAT : 700000.00 Currency : GBP

or

Range: between : : and : : Currency :

Frequency and value of the contracts to be awarded : (if known)

II.1.5) Short description of the contract or purchase(s) :

Shropshire Council intends to set up a framework of suppliers for the provision of Print and Design related services.

This framework will be for a period of up to four years, commencing on 01st April 2014. The framework holds a potential value of £175,000 per annum, however Shropshire Council cannot guarantee volume of work under the framework agreement.

The framework is split into two categories: Printing Services and Design Services.

The Printing Services Category is split into 5 Lots:

1. Lithographical printing (high quality, mid to high volume printed material in spot and full colour)
2. Digital Printing (short run high quality printing)
3. Large Format Printing
4. Signage Printing
5. High volume personalisation and fulfilment

The Design Services category is split into 4 Lots

1. Graphic Design Services
2. Web Design
3. Web Application Development
4. Mobile Application Development

Bidders can apply for more than one category (Print & Design) and for more than one lot in each category.

A maximum of 8 (or equal scoring 8) top scoring bidders for each lot will be invited to tender.

3 providers will be selected in each Lot to form the final Framework.

If accepted, the Contractor will form part of a framework of service providers of printing and design services who will be asked to quote as appropriate for individual work throughout the duration of this framework arrangement. Once a quotation is accepted, an individual contract will be formed subject to The Tender, the Standard and Special Conditions of Contract, the Tender Response document and the Instructions to Tender.

II.1.6) Common procurement vocabulary (CPV) :

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	79810000	
Additional object(s)	79822500	
	79930000	
	72413000	

II.1.7) Information about Government Procurement Agreement (GPA) :

The contract is covered by the Government Procurement Agreement (GPA) : yes no

II.1.8) Lots: (for information about lots, use Annex B as many times as there are lots)

This contract is divided into lots: yes no

(if yes) Tenders may be submitted for

one lot only

one or more lots

all lots

II.1.9) Information about variants:

Variants will be accepted : yes no

II.2) Quantity or scope of the contract :

II.2.1) Total quantity or scope : *(including all lots, renewals and options, if applicable)*
[See tender documentation](#)

(if applicable, give figures only)

Estimated value excluding VAT : Currency :

or

Range: between : : and : : Currency :

II.2.2) Information about options : *(if applicable)*

Options : yes no

(if yes) Description of these options :

(if known) Provisional timetable for recourse to these options :

in months : or in days : *(from the award of the contract)*

II.2.3) Information about renewals : *(if applicable)*

This contract is subject to renewal: yes no

Number of possible renewals: *(if known)* or Range: between : and:

(if known) In the case of renewable supplies or service contracts, estimated timeframe for subsequent contracts:

in months: or in days: *(from the award of the contract)*

II.3) Duration of the contract or time limit for completion:

Duration in months : or in days: *(from the award of the contract)*

or

Starting: [01/04/2014](#) (dd/mm/yyyy)

Completion: [31/03/2018](#) (dd/mm/yyyy)

Section III : Legal, economic, financial and technical information

III.1) Conditions relating to the contract:

III.1.1) Deposits and guarantees required: *(if applicable)*

[See tender documentation](#)

III.1.2) Main financing conditions and payment arrangements and/or reference to the relevant provisions governing them:

[See tender documentation](#)

III.1.3) Legal form to be taken by the group of economic operators to whom the contract is to be awarded: *(if applicable)*

[Joint & Severable Liability](#)

III.1.4) Other particular conditions: *(if applicable)*

The performance of the contract is subject to particular conditions : yes no

(if yes) Description of particular conditions:

[See tender documentation](#)

III.2) Conditions for participation:

III.2.1) Personal situation of economic operators, including requirements relating to enrolment on professional or trade registers:

Information and formalities necessary for evaluating if the requirements are met:

[Applicants wishing to be considered for inclusion in the tender process must first complete and return a Request to Participate Questionnaire by the date in para 1V 3.3. The questionnaire can be obtained on request in writing or by email to \[procurement@shropshire.gov.uk\]\(mailto:procurement@shropshire.gov.uk\).](#)

III.2.2) Economic and financial ability:

Information and formalities necessary for evaluating if the requirements are met:

[see Request to Participate Questionnaire](#)

Minimum level(s) of standards possibly required: *(if applicable)*

III.2.3) Technical capacity:

Information and formalities necessary for evaluating if the requirements are met:

[see Request to Participate Questionnaire](#)

Minimum level(s) of standards possibly required: *(if applicable)*

III.2.4) Information about reserved contracts: *(if applicable)*

The contract is restricted to sheltered workshops

The execution of the contract is restricted to the framework of sheltered employment programmes

III.3) Conditions specific to services contracts:

III.3.1) Information about a particular profession:

Execution of the service is reserved to a particular profession: yes no
(if yes) Reference to the relevant law, regulation or administrative provision :

III.3.2) Staff responsible for the execution of the service:

Legal persons should indicate the names and professional qualifications of the staff responsible for the execution of the service: yes no

Section IV : Procedure

IV.1) Type of procedure:

IV.1.1) Type of procedure:

- Open
- Restricted
- Accelerated restricted

Justification for the choice of accelerated procedure:

- Negotiated

Some candidates have already been selected (if appropriate under certain types of negotiated procedures) : yes no
(if yes, provide names and addresses of economic operators already selected under Section VI.3 Additional information)

- Accelerated negotiated

Justification for the choice of accelerated procedure:

- Competitive dialogue

IV.1.2) Limitations on the number of operators who will be invited to tender or to participate: *(restricted and negotiated procedures, competitive dialogue)*

Envisaged number of operators:

or

Envisaged minimum number: and *(if applicable)* maximum number

Objective criteria for choosing the limited number of candidates:

IV.1.3) Reduction of the number of operators during the negotiation or dialogue: *(negotiated procedure, competitive dialogue)*

Recourse to staged procedure to gradually reduce the number of solutions to be discussed or tenders to be negotiated : yes no

IV.2) Award criteria

IV.2.1) Award criteria *(please tick the relevant box(es))*

- Lowest price

or

- The most economically advantageous tender in terms of

the criteria stated below *(the award criteria should be given with their weighting or in descending order of importance where weighting is not possible for demonstrable reasons)*

the criteria stated in the specifications, in the invitation to tender or to negotiate or in the descriptive document

Criteria	Weighting	Criteria	Weighting
1.		6.	
2.		7.	
3.		8.	
4.		9.	

Criteria	Weighting	Criteria	Weighting
5.		10.	

IV.2.2) Information about electronic auction

An electronic auction will be used yes no

(if yes, if appropriate) Additional information about electronic auction:

IV.3) Administrative information:

IV.3.1) File reference number attributed by the contracting authority: (if applicable)

IMC 066

IV.3.2) Previous publication(s) concerning the same contract:

yes no

(if yes)

Prior information notice Notice on a buyer profile

Notice number in the OJEU: of: (dd/mm/yyyy)

Other previous publications (if applicable)

IV.3.3) Conditions for obtaining specifications and additional documents or descriptive document: (in the case of a competitive dialogue)

Time limit for receipt of requests for documents or for accessing documents

Date: 03/10/2013 Time:

Payable documents yes no

(if yes, give figures only) Price: Currency:

Terms and method of payment:

IV.3.4) Time limit for receipt of tenders or requests to participate:

Date: 04/10/2013 Time: 12:00

IV.3.5) Date of dispatch of invitations to tender or to participate to selected candidates: (if known, in the case of restricted and negotiated procedures, and competitive dialogue)

Date: 04/11/2013

IV.3.6) Language(s) in which tenders or requests to participate may be drawn up:

Any EU official language

Official EU language(s):

EN

Other:

IV.3.7) Minimum time frame during which the tenderer must maintain the tender:

until: :

or

Duration in months : or in days : (from the date stated for receipt of tender)

IV.3.8) Conditions for opening of tenders:

Date : (dd/mm/yyyy) Time

(if applicable) Place:

Persons authorised to be present at the opening of tenders *(if applicable)* :

yes no

(if yes) Additional information about authorised persons and opening procedure:

Section VI: Complementary information

VI.1) Information about recurrence: *(if applicable)*

This is a recurrent procurement : yes no

(if yes) Estimated timing for further notices to be published:

4 years

VI.2) Information about European Union funds:

The contract is related to a project and/or programme financed by European Union funds : yes no

(if yes) Estimated timing for further notices to be published:

VI.3) Additional information: *(if applicable)*

The contracting authority reserves the right not to award a contract or to award any option(s) it so wishes. Closing date for receipt of tenders is 12 noon, 10 January 2014. Applicants wishing to tender for this requirement must first request a Request to Participate Questionnaire in writing or by email to procurement@shropshire.gov.uk as set out on para 1.1 above and return this by Friday 04th October 2013.

VI.4) Procedures for appeal:

VI.4.1) Body responsible for appeal procedures:

Official name:

Postal address:

Town:

Postal code:

Country:

Telephone:

E-mail:

Fax:

Internet address: *(URL)*

Body responsible for mediation procedures *(if applicable)*

Official name:

Postal address:

Town:

Postal code:

Country:

Telephone:

E-mail:

Fax:

Internet address: *(URL)*

VI.4.2) Lodging of appeals: *(please fill in heading VI.4.2 or if need be, heading VI.4.3)*

The contracting authorities will incorporate a minimum 10 calendar day standstill period at the point information on the award of the contract is communicated to tenderers. This period allows unsuccessful tenderers to seek further debriefing from the contracting authority before the contract is entered into. Additional information should be requested from the contract in Section 1.1.

VI.4.3) Service from which information about the lodging of appeals may be obtained:

Official name: [See VI.4.2 above](#)

Postal address:

Town:

Postal code:

Country:

Telephone:

E-mail:

Fax:

Internet address: (*URL*)

VI.5) Date of dispatch of this notice:

[12/08/2013](#) (*dd/mm/yyyy*) - ID:2013-109894

Annex A
Additional addresses and contact points

I) Addresses and contact points from which further information can be obtained

Official name: National ID: *(if known)*
Postal address:
Town: Postal code: Country:
Contact point(s): Telephone:
For the attention of:
E-mail: Fax:
Internet address: *(URL)*

II) Addresses and contact points from which specifications and additional documents can be obtained

Official name: National ID: *(if known)*
Postal address:
Town: Postal code: Country:
Contact point(s): Telephone:
For the attention of:
E-mail: Fax:
Internet address: *(URL)*

III) Addresses and contact points to which tenders/requests to participate must be sent

Official name: [Democratic Services Manager, Shropshire Council](#) National ID: *(if known)*
Postal address: [Shirehall, Abbey Foregate](#)
Town: [Shrewsbury](#) Postal code: [SY2 6ND](#) Country: [United Kingdom \(UK\)](#)
Contact point(s): Telephone: [+44 1743252993](#)
For the attention of: [Democratic Services Manager, Legal & Democratic Services](#)
E-mail: Fax: [+44 1743253910](#)
Internet address: *(URL)*

IV) Address of the other contracting authority on behalf of which the contracting authority is purchasing

Official name [Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement.](#) National ID (if known):
Postal address: [Shirehall, Abbey Foregate](#)
Town [Shrewsbury](#) Postal code [SY2 6ND](#)
Country [United Kingdom \(UK\)](#)

----- (Use Annex A Section IV as many times as needed) -----

Annex B
Information about lots

Title attributed to the contract by the contracting authority [IMC 066 - Print, Design & Web Services Framework](#)

Lot No : 1 **Lot title :** [Lithographical printing \(high quality, mid to high volume printed material in spot and full colour\)](#)

1) Short description:

The production of high quality calibrated print output.
4 colour process and spot colour lithographical printing.
Ability to print up to B2 sheet
To meet demand for fast turnaround at mid to high volume
Provision of system for transfer of data between business sites
Types of work in this lot would include: leaflets, booklets, brochures, NCR. With the ability to finish all products on site.

2) Common procurement vocabulary (CPV):

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	79810000	

3) Quantity or scope:

(if known, give figures only) Estimated cost excluding VAT: _____ Currency: _____

or

Range: between : _____ and: _____ Currency: _____

4) Indication about different date for duration of contract or starting/completion: (if applicable)

Duration in months : _____ or in days : _____ (from the award of the contract)

or

Starting: _____ (dd/mm/yyyy)

Completion: _____ (dd/mm/yyyy)

5) Additional information about lots:

Annex B
Information about lots

Title attributed to the contract by the contracting authority [IMC 066 - Print, Design & Web Services Framework](#)

Lot No : 2 **Lot title :** [Digital Printing \(short run high quality printing\)](#)

1) Short description:

[The production of high quality calibrated print output](#)

[Ability to print up to B3 sheet](#)

[To meet demand for fast turnaround at mid volume](#)

[Provision of system for transfer of data between business sites](#)

[Types of work in this lot would include: leaflets, booklet and brochures. With the ability to finish all products on site.](#)

2) Common procurement vocabulary (CPV):

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	79810000	

3) Quantity or scope:

(if known, give figures only) Estimated cost excluding VAT:

Currency:

or

Range: between :

and:

Currency:

4) Indication about different date for duration of contract or starting/completion: (if applicable)

Duration in months : or in days : (from the award of the contract)

or

Starting: (dd/mm/yyyy)

Completion: (dd/mm/yyyy)

5) Additional information about lots:

Annex B
Information about lots

Title attributed to the contract by the contracting authority [IMC 066 - Print, Design & Web Services Framework](#)

Lot No : 3 **Lot title :** [Large Format Printing](#)

1) Short description:

[Large format from A2 and above.](#)

[To print on various substrates including bond, gloss, polymer based and adhesive products.](#)

[Use of UV inks to provide external durability in direct sunlight conditions.](#)

[Provision of system for transfer of data between business sites](#)

[To produce pull up display stands, and various display equipment to incorporate provided designs](#)

2) Common procurement vocabulary (CPV):

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	79810000	

3) Quantity or scope:

(if known, give figures only) Estimated cost excluding VAT:

Currency:

or

Range: between :

and:

Currency:

4) Indication about different date for duration of contract or starting/completion: (if applicable)

Duration in months : or in days : (from the award of the contract)

or

Starting: (dd/mm/yyyy)

Completion: (dd/mm/yyyy)

5) Additional information about lots:

Annex B
Information about lots

Title attributed to the contract by the contracting authority [IMC 066 - Print, Design & Web Services Framework](#)

Lot No : 4 **Lot title : [Signage Printing](#)**

1) Short description:

[Ability to print on various material for display at various sites.](#)
[Provision to erect.](#)
[Provision of system for transfer of data between business sites.](#)

2) Common procurement vocabulary (CPV):

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	79810000	

3) Quantity or scope:

(if known, give figures only) Estimated cost excluding VAT:

Currency:

or

Range: between :

and:

Currency:

4) Indication about different date for duration of contract or starting/completion: (if applicable)

Duration in months : or in days : (from the award of the contract)

or

Starting: (dd/mm/yyyy)

Completion: (dd/mm/yyyy)

5) Additional information about lots:

Annex B
Information about lots

Title attributed to the contract by the contracting authority [IMC 066 - Print, Design & Web Services Framework](#)

Lot No : 5 **Lot title :** [High Volume Personalisation and Fulfillment](#)

1) Short description:

The majority of work within this lot would be time sensitive within Government legislation and as such site spot checks and audit verification will be part of any workflow.
The production on site of various document types and envelopes.
Incorporating data from systems and software such as Xpress, Paris, SAMIS and Northgate.
Migration of data into graphical documents.
Provision of secure data transfer and storage of materials
Provision of system for transfer of data between business sites.
Types of work within this lots would include: complex constituent data to create ballot papers, individual electoral registration, poll cards, impact mail and canvas papers

2) Common procurement vocabulary (CPV):

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	79810000	

3) Quantity or scope:

(if known, give figures only) Estimated cost excluding VAT: _____ Currency: _____

or

Range: between : _____ and: _____ Currency: _____

4) Indication about different date for duration of contract or starting/completion: (if applicable)

Duration in months : _____ or in days : _____ (from the award of the contract)

or

Starting: _____ (dd/mm/yyyy)

Completion: _____ (dd/mm/yyyy)

5) Additional information about lots:

Annex B Information about lots

Title attributed to the contract by the contracting authority [IMC 066 - Print, Design & Web Services Framework](#)

Lot No : 6 **Lot title :** [Graphic Design Services](#)

1) Short description:

The council is looking for innovative graphic designers who can take the simplest of briefs and work with our brand rules to create effective solutions to our communications problems that can be evaluated. A key part of any project will be measuring its effectiveness and demonstrating value for money. Types of work we will be looking to produce will be extremely varies and cover the whole spectrum of desin. We have a core need for standards like leaflets, forms, brochures, reports etc. But we also need large format displays, vehicle graphics, signage and there is a growing need for interactive documents.

2) Common procurement vocabulary (CPV):

	Main vocabulary	Supplementary vocabulary <i>(if applicable)</i>
Main object	79822500	

3) Quantity or scope:

(if known, give figures only) Estimated cost excluding VAT: _____ Currency: _____

or

Range: between : _____ and: _____ Currency: _____

4) Indication about different date for duration of contract or starting/completion: *(if applicable)*

Duration in months : _____ or in days : _____ (from the award of the contract)

or

Starting: _____ (dd/mm/yyyy)

Completion: _____ (dd/mm/yyyy)

5) Additional information about lots:

Annex B Information about lots

Title attributed to the contract by the contracting authority [IMC 066 - Print, Design & Web Services Framework](#)

Lot No : 7 **Lot title :** [Web Design](#)

1) Short description:

[Web designers \(or Front End designers/developers\) who can create responsively designed sites, branded templates or other equivalent items to supplement the main Shropshire Council site. The Council has many projects which often incorporate our partners where we need effective stand-alone sites, or potentially sites which must fit within the Council design guidelines or to a standardised design template. These sites could include, client login and editing facilities as well as rich interactive media, and may require you to work with other providers to match your skills of design to another provider's skills in development. Types of work could include: leaflets, booklets, and brochure style sites.](#)

2) Common procurement vocabulary (CPV):

	Main vocabulary	Supplementary vocabulary <i>(if applicable)</i>
Main object	79930000	
Additional object(s)	72413000	

3) Quantity or scope:

(if known, give figures only) Estimated cost excluding VAT: _____ Currency: _____

or

Range: between : _____ and: _____ Currency: _____

4) Indication about different date for duration of contract or starting/completion: *(if applicable)*

Duration in months : _____ or in days : _____ (from the award of the contract)

or

Starting: _____ (dd/mm/yyyy)

Completion: _____ (dd/mm/yyyy)

5) Additional information about lots:

Annex B
Information about lots

Title attributed to the contract by the contracting authority [IMC 066 - Print, Design & Web Services Framework](#)

Lot No : 8 **Lot title :** [Web Application Development](#)

1) Short description:

Innovative web application development agencies with a preference for (but not limited to) developing Umbraco based solutions, who can build complex web applications which could involve integrations with multiple back-office systems. You may be required to work with other providers in regards to design, or with our in-house developers/designers.
Types of work could include: complex systems to display complex data sets (e.g. bus timetables or route finding systems.) ecommerce platforms, web based business management solutions, surfacing complex datasets into simple API services.

2) Common procurement vocabulary (CPV):

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	79930000	
Additional object(s)	72413000	

3) Quantity or scope:

(if known, give figures only) Estimated cost excluding VAT: _____ Currency: _____

or

Range: between : _____ and: _____ Currency: _____

4) Indication about different date for duration of contract or starting/completion: (if applicable)

Duration in months : _____ or in days : _____ (from the award of the contract)

or

Starting: _____ (dd/mm/yyyy)

Completion: _____ (dd/mm/yyyy)

5) Additional information about lots:

Annex B
Information about lots

Title attributed to the contract by the contracting authority [IMC 066 - Print, Design & Web Services Framework](#)

Lot No : 9 **Lot title :** [Mobile Application Development](#)

1) Short description:

[Mobile application development agencies with experience of multiplatform mobile applications \(Covering at least iOS, Android, Windows Mobile\) who have experience using the various feature sets within current mobile phone \(accelerometers, GPS, camera, multi-touch, HD/Retina, proximity sensors, NFC, infrared, gyroscope etc.\) You may be required to integrate with multiple back office systems, and have the skills and knowledge to make resilient mobile applications and that mobile data is safe from any security threats. You may also be required to work with other providers or internal teams.](#)
[Types of work could include: Location aware reporting services \(dog fouling, potholes etc.\) or mobile business management applications \(To allow officers to do their jobs whilst on the move\)](#)

2) Common procurement vocabulary (CPV):

	Main vocabulary	Supplementary vocabulary (if applicable)
Main object	79930000	

3) Quantity or scope:

(if known, give figures only) Estimated cost excluding VAT: _____ Currency: _____

or

Range: between : _____ and: _____ Currency: _____

4) Indication about different date for duration of contract or starting/completion: (if applicable)

Duration in months : _____ or in days : _____ (from the award of the contract)

or

Starting: _____ (dd/mm/yyyy)

Completion: _____ (dd/mm/yyyy)

5) Additional information about lots:

Annex C1 – General procurement
Service categories referred to in Section II: Object of the contract
Directive 2004/18/EC

Category No [1]	Subject
1	Maintenance and repair services
2	Land transport services [2], including armoured car services, and courier services, except transport of mail
3	Air transport services of passengers and freight, except transport of mail
4	Transport of mail by land [3] and by air
5	Telecommunications services
6	Financial services: a) Insurances services b) Banking and investment services [4]
7	Computer and related services
8	Research and development services [5]
9	Accounting, auditing and bookkeeping services
10	Market research and public opinion polling services
11	Management consulting services [6] and related services
12	Architectural services; engineering services and integrated engineering services; urban planning and landscape engineering services; related scientific and technical consulting services; technical testing and analysis services
13	Advertising services
14	Building-cleaning services and property management services
15	Publishing and printing services on a fee or contract basis
16	Sewage and refuse disposal services; sanitation and similar services
Category No [7]	Subject
17	Hotel and restaurant services
18	Rail transport services
19	Water transport services
20	Supporting and auxiliary transport services
21	Legal services
22	Personnel placement and supply services [8]
23	Investigation and security services, except armoured car services
24	Education and vocational education services
25	Health and social services
26	Recreational, cultural and sporting services [9]
27	Other services

1 Service categories within the meaning of Article 20 and Annex IIA to Directive 2004/18/EC.

2 Except for rail transport services covered by category 18.

3 Except for rail transport services covered by category 18.

4 Except financial services in connection with the issue, sale, purchase or transfer of securities or other financial instruments, and central bank services. The following are also excluded: services involving the acquisition or rental, by whatever financial means, of land, existing buildings or other immovable property or concerning rights thereon. However, financial service contracts concluded at the same time as, before or after the contract of acquisition or rental, in whatever form, shall be subject to the Directive.

- 5 Except research and development services other than those where the benefits accrue exclusively to the contracting authority for its use in the conduct of its own affairs on condition that the service provided is wholly remunerated by the contracting authority.
- 6 Except arbitration and conciliation services.
- 7 Service categories within the meaning of Article 21 and Annex IIB of Directive 2004/18/EC.
- 8 Except employment contracts.
- 9 Except contracts for the acquisition, development, production or co-production of program material by broadcasters and contracts for broadcasting time.



Request to Participate Questionnaire

***IMC 066 – PRINT & DESIGN AND WEB SERVICES
FRAMEWORK
Category 2: Design***

One hard copy and one CD copy must be returned to:

**Democratic Services Manager
Legal and Democratic Services
Shropshire Council
Shirehall
Abbey Foregate
SHREWSBURY SY2 6ND**

BY 12 NOON Friday 04th October

Name of Applicant: (please insert)	
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This document consists of 34 pages and must be completed in its entirety.

Please read pages 2, 3 & 4 carefully before completing this document.

Shropshire Council Request to Participate Questionnaire

Contract Description:

Shropshire Council intends to set up a framework of suppliers for the provision of Print and Design related services.

This framework will be for a period of up to four years, commencing on 01st April 2014.

The framework is split into two categories: Printing Services and Design Services.

The Design Services Category is split into 4 Lots:

Lot 1: Graphic Design Services

The council is looking for innovative graphic designers who can take the simplest of briefs and work with our brand rules to create effective solutions to our communications problems that can be evaluated. A key part of any project will be measuring its effectiveness and demonstrating value for money.

Types of work we will be looking to produce will be extremely varied and cover the whole spectrum of design. We have a core need for standards like leaflets, forms, brochures, reports etc. But we also need large format displays, vehicle graphics, signage and there is a growing need for interactive documents.

Lot 2: Web Design

Web designers (or Front End designers/developers) who can create responsively designed sites, branded templates or other equivalent items to supplement the main Shropshire Council site. The Council has many projects which often incorporate our partners where we need effective stand-alone sites, or potentially sites which must fit within the Council design guidelines or to a standardised design template. These sites could include, client login and editing facilities as well as rich interactive media, and may require you to work with other providers to match your skills of design to another provider's skills in development.

Types of work could include: leaflets, booklets, and brochure style sites.

Lot 3: Web Application Development

Innovative web application development agencies with a preference for (but not limited to) developing Umbraco based solutions, who can build complex web applications which could involve integrations with multiple back-office systems. You may be required to work with other providers in regards to design, or with our in-house developers/designers.

Types of work could include: complex systems to display complex data sets (e.g. bus

timetables or route finding systems.) ecommerce platforms, web based business management solutions, surfacing complex datasets into simple API services.

Lot 4: Mobile Application Development

Mobile application development agencies with experience of multiplatform mobile applications (Covering at least iOS, Android, Windows Mobile) who have experience using the various feature sets within current mobile phone (accelerometers, GPS, camera, multi-touch, HD/Retina, proximity sensors, NFC, infrared, gyroscope etc.) You may be required to integrate with multiple back office systems, and have the skills and knowledge to make resilient mobile applications and that mobile data is safe from any security threats. You may also be required to work with other providers or internal teams.

Types of work could include: Location aware reporting services (dog fouling, potholes etc.) or mobile business management applications (To allow officers to do their jobs whilst on the move)

Bidders can apply for more than one category (Print & Design) and for more than one Lot in each category.

A maximum of 8 (or equal scoring 8) top scoring bidders for each Lot will be invited to tender.

3 providers will be selected in each Lot to form the final Framework.

If accepted, the Contractor will form part of a framework of service providers of printing and design services who will be asked to quote as appropriate for individual work throughout the duration of this framework arrangement. Once a quotation is accepted, an individual contract will be formed subject to The Tender, the Standard and Special Conditions of Contract, the Tender Response document and the Instructions to Tender.

Procurement Process

This is a two-stage tender process. This document forms the first stage and will be used to select successful applicants who will proceed to the second stage of being invited to tender. Unsuccessful applicants will be informed and may seek feedback from the Council. The following timetable is indicative and gives approximate dates for each stage of the tender process:

	Stages	Date (approximate)
1.	Invitation and Issue of Tender Documents to Successful RTP Participants	Monday 04 th Nov 2013
2.	Tender return date	Friday 10 th January 2014
3.	Contract start date	01 st April 2014

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Instructions, Conditions for Applicants & Evaluation

Section A:

A. Instructions on Completing the Questionnaire

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section in the questionnaire and require further clarification, please contact: [REDACTED] via email quoting the contract reference to procurement@shropshire.gov.uk.
2. **One hard copy and one CD copy must be returned** by 12 noon on the deadline given at the front of the document. **Questionnaires returned after this time will not be considered.**
3. All questions require specific responses from you relating to the organisation named in Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the questionnaire is not fully completed or is found to be inaccurate.
4. Where copies of certificates and other details are requested **a copy must** accompany the **hard copy** of your Request to Participate Questionnaire.
5. The Questionnaire has been designed to make it as easy as possible for applicants to complete, with questions being split into sections depending on the type of information being asked. Applicants should complete all of the sections in the document in the English (UK) language. Documents which are not in the English language must be accompanied by an English translation and a certificate completed by a bona fide independent translator attesting to the authenticity of the translation. The English language version of any Questionnaire response shall prevail.
6. Financial and accounting information must also be completed in the English language and amounts must be specified in pounds sterling. Cells within questionnaire tables will expand as text is added. Please ensure that responses do not exceed the word limits where these are stated.

7. Applicants registered as legal entities outside the United Kingdom should answer the questions substituting where relevant the appropriate registration details applicable within their domestic jurisdiction.
8. Where any question or piece of information refers to relevant UK legislation, non-UK organisations or those not operating within the UK should answer on the basis of analogous applicable laws in the Applicant's own jurisdiction and/or that in which it operates.
9. Where questions ask for a YES/NO answer you should circle your answer or delete as applicable.

1.	Outstanding Claims / County Court Judgements	
1.1	Do you have any outstanding claims, litigations or judgements against your organisation?	YES/NO <input checked="" type="radio"/>

10. **Freedom of Information and Environmental Information Regulations 2004**

Under the provisions of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities.

To the extent that the Contracting Authority is subject to the FOIA and EIR, all information submitted to the Contracting Authority may be disclosed by the Contracting Authority in response to a request under the FOIA and/or EIR. This means that, amongst other things, the following may be subject to disclosure unless an exemption applies:

- information in any tender or response to this Questionnaire submitted to the Contracting Authority;
- information in any contract to which the Contracting Authority are a party;
- information about costs, including invoices submitted to the Contracting Authority;
- correspondence and other papers generated in any dealing within the private sector.
- If an Applicant considers any of the information included within its response to this Questionnaire or tender should not be available for disclosure, then it should:
 - identify it specifically in the Questionnaire as commercially sensitive; and
 - explain the grounds for exemption from disclosure, by reference to the appropriate legislation reference and the time period applicable to that sensitivity.

For guidance on this issue see: <http://www.ico.gov.uk>

Applicants should be aware that, even where they have indicated that information is commercially sensitive or exempt from disclosure for another reason, the Contracting Authorities may be required to disclose it in any event as a matter of law if a request is received. Please also note that the receipt of any material marked 'confidential' or

equivalent by the Contracting Authority should not be taken to mean that the Contracting Authority accepts any duty of confidence by virtue of that marking. If a request is received, the Contracting Authority may also be required to disclose details of unsuccessful Applicants. All decisions regarding disclosure of information will be made at the sole discretion of the Contracting Authority.

11. **Consortium Applicants**

Where the Questionnaire is submitted on behalf of more than one organisation acting as a consortium, for the purposes of this Questionnaire, the term “Applicant” shall be interpreted as all the consortium members taken as a whole, unless otherwise specified.

Where a consortium approach is proposed, all information requested in sections B to E should be given in respect of each consortium member. Relevant information in respect of section F should also be provided in respect of consortium members who will play a significant role in the delivery of services or products under any ensuing contract. Responses must enable the Contracting Authority to assess the Applicant proposed.

Where the proposed prime contractor is a special purpose vehicle or holding company, information should be provided about the extent to which the Special Purpose Vehicle (SPV) or Holding company will call upon the resources and expertise of its members to fulfil the requirement.

The Contracting Authority recognises that arrangements in relation to consortia may be subject to future change. Applicants should therefore respond in the light of such arrangements as are currently envisaged. Applicants are reminded that any future change in relation to consortia must be notified to the Contracting Authority so that they can make a further assessment by applying the selection criteria to the new information provided

B. CONDITIONS FOR APPLICANTS

1. **General**

- (a) The Contracting Authority reserves the right to disqualify any Applicant who fails to comply with the terms of this Questionnaire.
- (b) Applicants should read this Questionnaire and the Contract Notice carefully before responding to this Questionnaire. These documents contain important information relating to the compilation of Questionnaire submissions.
- (c) An Applicant’s participation in this procurement constitutes acceptance of the terms and conditions of this procurement as laid out in this Questionnaire and the Contract Notice.
- (d) If any material information submitted on this Questionnaire changes in any way then the Contracting Authority must be informed immediately. The Contracting Authority will rely on the truth and accuracy of the information provided by the candidate in this questionnaire. In the event of the Contracting Authority entering into a contract with a candidate and becoming aware of a material misrepresentation contained in the questionnaire, the Contracting Authority shall be entitled to rescind or determine the contract.
- (e) The Questionnaire submitted by the successful candidate may be incorporated into the Contract as a contract document.

- (f) It is the responsibility of the Applicant to ensure that its Questionnaire response has been received by the deadline date.

2. **Continuation of Procurement Process**

- (a) The Contracting Authority shall not be committed to any course of action as a result of:
 - i) issuing the Contract Notice or this Questionnaire;
 - ii) communicating with an Applicant, an Applicant's representative or agent in respect of this procurement exercise;
 - iii) any other communication between the Contracting Authority (whether directly or through its agents or representatives) and any other party.
- (b) The Contracting Authority reserves the right to amend, add to or withdraw all or any part of this Questionnaire at any time during the Questionnaire stage of this procurement exercise at their sole discretion.
- (c) At any time before the deadline for receipt of Questionnaire returns the Contracting Authority may modify the Questionnaire by amendment. Any such amendment shall be numbered and dated and issued by the Contracting Authority to all participating Applicants. In order to give prospective Applicants reasonable time in which to take the amendment into account in preparing its Questionnaire return, the Contracting Authority may in their sole discretion, extend the deadline or submission of Questionnaire returns.
- (d) The Contracting Authority reserve the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at their sole discretion.

3. **Liability of Contracting Authority**

- (a) The Contracting Authority do not accept any responsibility for any pre-tender representations made by or on their behalf or for any other assumptions that Applicants may have drawn or will draw from any pre-tender discussions.
- (b) The Contracting Authority shall not be liable to pay for any preparatory work or other work undertaken by the Applicant for the purposes of, in connection with or incidental to this Questionnaire, or submission of its bid response or any other communication between the Contracting Authority and any other party as a consequence of the issue of this Questionnaire exercise.
- (c) The Contracting Authority shall not be liable for any costs or expenses incurred by any Applicant in connection with the preparation of a Questionnaire return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.
- (d) Whilst the information in this Questionnaire has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.
- (e) Neither of the Contracting Authority nor its advisors, officers, members, employees, other staff or agents:
 - i) makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the Questionnaire;

- ii) or accepts any responsibility for the information contained in the Questionnaire or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.
- (f) Any persons considering making a decision to enter into contractual relationships with the Contracting Authority following receipt of the Questionnaire should make their own investigations and their own independent assessment of the Contracting Authority and its requirements and should obtain their own professional financial and legal advice.
- (g) Nothing in this Questionnaire or in any other communication made between the Contracting Authority, or its agents and an Applicant, shall be taken as constituting a contract, agreement or representation between the Contracting Authority and an Applicant (except in the case of a formal award of contract made in writing by or on behalf of the Contracting Authority in accordance with this procurement process) nor should Applicants consider that this Questionnaire or any other communications from the Contracting Authority or its agents constitute a contract, agreement or representation that a contract shall be offered in accordance with this procurement process.

4. **Disqualification**

- (a) The Contracting Authority reserves the right to reject or disqualify an Applicant's Questionnaire return where:
 - i) the Applicant fails to comply fully with the requirements of this Questionnaire or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required in this document or Contract Notice; or
 - ii) the Applicant is guilty of serious or intentional or reckless misrepresentation in relation to its Questionnaire return and/or the procurement process.
- (b) The Contracting Authority reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control of the Applicant at any point in the process up to award of a contract and such change of control has a materially adverse effect on the Applicant's financial viability or ability to otherwise meet the requirements of the procurement process.

5. **Confidentiality**

- (a) All materials issued in connection with this Questionnaire are and shall remain the property of the Contracting Authority.
- (b) Applicants shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this Questionnaire.
- (c) The contents of this Questionnaire are being made available by the Contracting Authority on condition that:
 - (i) Applicants shall at all times treat the contents of the Questionnaire and any related documents as confidential, save in so far as they are already in the public domain;
 - (ii) Applicants shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce,

distribute or pass any of the contents of the Questionnaire to any other person at any time or allow any of these things to happen;

- (iii) Applicants shall not use any of the information contained in this Questionnaire for any purpose other than for the purposes of submitting (or deciding whether to submit) the Questionnaire; and
 - (iv) Applicants shall not undertake any publicity activity within any section of the media.
- (d) Applicants may disclose, distribute or pass this Questionnaire to their professional advisors, sub-contractors or to another person provided that:
- (i) this is done for the sole purpose of enabling a Questionnaire to be submitted and the person receiving the Information undertakes in writing to keep the Questionnaire confidential on the same terms as if that person were the Applicant; or
 - (ii) the Applicant obtains the prior written consent of the Contracting Authority in relation to such disclosure, distribution or passing of the Questionnaire; or
 - (iii) the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or
 - (iv) the Applicant is legally required to make such a disclosure.
- (e) In the above paragraphs the definition of 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.
- (f) The Contracting Authority may disclose detailed information relating to the Questionnaire to its officers, employees, agents, professional advisors or Governmental organisations and the Contracting Authority may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

6. **Miscellaneous**

- (a) The Questionnaire is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded an Applicant to submit a Questionnaire, tender or enter into a Contract or any other contractual agreement.
- (b) Applicants shall not make contact with any officer, Member, employee, agent or consultant of the Contracting Authority or its officers or Members who is in any way connected with this procurement exercise during the period of this procurement exercise, where the contact is for reasons connected with this procurement, unless instructed otherwise by the Contracting Authority.
- (c) Any Applicant who directly or indirectly canvasses any officer, Member, employee, agent or consultant of the Contracting Authority or any of its officers or Members concerning this procurement exercise, the establishment of the Contract(s) or who directly or indirectly obtains or attempts to obtain information from any such officer, Member, employee, agent or consultant concerning any other Applicant, Questionnaire return or proposed Questionnaire return will be disqualified.

- (d) Any Applicant who:
- (i) communicates to any person other than the Contracting Authority, its professional advisors and consultants any details of a proposed Questionnaire return or information which would enable the details to be determined; or
 - (ii) enters into any agreement or arrangement with any other Applicant that such other Applicant shall refrain from submitting a Questionnaire return; or
 - (iii) enters into any agreement or arrangement with any other Applicant as to the details of any Questionnaire return or proposed to be submitted; or
 - (iv) offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Questionnaire return or proposed Questionnaire return, any act or omission, shall (without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any civil or criminal liability which such conduct by an Applicant may attract) be disqualified.

C. RTP Questionnaire Evaluation

Applicants will be evaluated on the answers they provide in the RTP Questionnaire. A shortlist of successful applicants will be subsequently invited to tender as part of the second stage of the tender process. The following marking scheme is made up of 'pass/fail' questions and 'weighted marked' questions and shows how each section of the questionnaire is to be marked.

Questionnaire Evaluation

Applicants will be evaluated on the answers they provide in the Questionnaire. A shortlist of successful Applicants will be subsequently invited to tender as part of the second stage of the tender process. The following marking scheme is made up of 'pass/fail' questions and 'weighted marked' questions and shows how each section of the Questionnaire is to be marked.

Pass/Fail Questions (Sections B to G)

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Applicants must comply with these issues to demonstrate their proven competence, financial stability, resources and other arrangements. Questions marked 'For information only' will not be assessed; however they must still be answered in full.

Section / Question No.	Selection Criteria
Section B (All Lots) / Q 1 & 2	Applicant details – For information only
Section C (All Lots) / Q 1 & 2	Adequate financial stability & insurance
Section D (All Lots) / Q 1 & 2	Adequate Outcome of previous contracts
Section E (All Lots) / Q 1	Adequate Health & Safety and
Section E (All Lots) / Q 2	Adequate Equalities Arrangements and Record
Section F (All Lots) / Q 1	Adequate References

Section C Financial viability: Responses will be analysed and evaluated by the

Authority's Audit sections.

If the financial analysis of the Applicant (please note financial information provided by consortium members will be evaluated to assess the Applicant consortium as a whole) gives cause for concern as to its ability to deliver the Contract, the Applicant will fail this section.

If the financial analysis of the Applicant does not give any cause for concern as to its ability to deliver the Contract – it shall be deemed to have passed the section.

Please note the Contracting Authority reserves the right to further check the Financial Stability and Capacity of an applicant prior to any award of contract in the manner set out above in order to ensure that they still pass that requirement.

Section D Outcome of previous contracts: If in the opinion of the Contracting Authority the nature and level of outstanding claims and previous contract early terminations casts serious doubt on the Applicant's ability to perform this contract, they may be excluded.

Section E Health & Safety and Equalities: If in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract safely or to perform this contract with due regard for equalities, they may be excluded.

Section F References: If in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract safely or to perform this contract they may be excluded.

Weighted Marked Questions

Questions within the weighted mark section, **Section G**, will be scored using the following marking system and weightings.

Each answer to the questions in section F will be given a mark between 0 and 7 with the following meanings

- 0 - No response given
- 1 - Very poor response given
- 2 - Poor response given
- 3 - Poor/average response given
- 4 - Average response given
- 5 - Good response given
- 6 - Very good response given
- 7 - Excellent response given

An overall score will be derived for each Applicant for each lot by applying the weightings set out in the table below to the mark awarded for the question.

Please note that you only need to respond to questions in Section F once, this covers all Lots. If you are applying for more than one Lot you will have to answer each question in Section G for each Lot you are applying for.

Lot 1:

Section / Question	Selection Criteria	Weighting / Max Marks
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No.		Available
Section F / Q 2	Data Handling	10 / 70 max marks
Section G / Q 1.1	Years of Service	5 / 35 max marks
Section G / Q 1.4	Workforce Experience	25 / 175 max marks
Section G / Q 1.5	Competency	35 / 245 max marks
Section G / Q 2.1	Equipment	25 / 175 max marks
Total		100% / 700 max marks

Lot 2:

Section / Question No.	Selection Criteria	Weighting / Max Marks Available
Section F / Q 2	Data Handling	10 / 70 max marks
Section G / Q 1.1	Years of Service	2.5 / 17.5 max marks
Section G / Q 1.4	Experience - Managers	10 / 70 max marks
Section G / Q 1.5	Experience - staff	45 / 315 max marks
Section G / Q 1.6	ISO Accreditation	2.5 / 17.5 max marks
Section G / Q 1.7	Competency	10 / 70 max marks
Section G / Q 2.1	Front-end designs and code Tools	20 / 140 max marks
Section G / Q 2.2	Graphic tools, browsers and versions	10 / 70 max marks
Total		100% / 770 max marks

Lot 3:

Section / Question No.	Selection Criteria	Weighting / Max Marks Available
Section F / Q 2	Data Handling	10 / 70 max marks
Section G / Q 1.1	Years of Service	5 / 35 max marks
Section G / Q 1.4	Experience - Managers	15 / 105 max marks
Section G / Q 1.5	Experience - staff	30 / 210 max marks
Section G / Q 1.6	Competency	20 / 140 max marks
Section G / Q 2.1	Systems and Tools	30 / 210 max marks
Total		100% / 770 max marks

Lot 4:

Section / Question No.	Selection Criteria	Weighting / Max Marks Available
Section F / Q 2	Data Handling	10 / 70 max marks
Section G / Q 1.1	Years of Service	5 / 35 max marks
Section G / Q 1.4	Experience - Managers	10 / 70 max marks
Section G / Q 1.5	Experience - staff	40 / 280 max marks
Section G / Q 1.6	Mobile Platforms	12.5 / 87.5 max marks
Section G / Q 1.7	Competency	20 / 140 max marks
Section G / Q 2.1	Tools	12.5 / 87.5 max marks
Total		100% / 770 max marks

The returned Questionnaires will be evaluated and of those meeting the minimum requirements, the top scoring for each Lot, up to a maximum of 8 (minimum 5) will be invited to tender.

A submission will be rejected in the following circumstances:

- (i) If it fails in any of the pass / fail sections

- (ii) If it fails to exceed the minimum quality threshold mark of 50.0% overall

Successful and unsuccessful Applicants will be notified by email.

Section A(1): **Lot Application**

Please indicate which Lots you wish to be considered for by ticking the appropriate box

Lot	(√)
1. Graphic Design Services	
2. Web Design	
3. Web Application Development	
4. Mobile Application Development	

Section B: Applicant Organisation Details

1.	Applicant Details	
1.1	Name of contracting Company/Organisation: Address: Postcode: Tel: Email:	
1.2	Registered name (if different from above): Registered Office Address: Postcode: Company registration number:	
1.3	Details of the individual completing this application and to which we may correspond: Name: Job title: Correspondence Address: Postcode: Tel: Email:	
1.4	Type of Organisation (please <u>tick</u> all those appropriate):	
(a)	Sole trader	<input type="checkbox"/>
(b)	Partnership	<input type="checkbox"/>
(c)	Private Limited Company	<input type="checkbox"/>
(d)	Public Limited Company	<input type="checkbox"/>
(e)	Charity/Social enterprise	<input type="checkbox"/>
(f)	Franchise	<input type="checkbox"/>
(g)	Public Sector Organisation	<input type="checkbox"/>

1.5	<p>Are you a Small or Medium Sized Enterprise (SME) <i>*An SME can be defined as an enterprise which employs fewer than 250 people</i></p> <p>If No, Please confirm you are an enterprise which employs more than 250 people</p>	<p>YES/NO</p> <p>YES/NO</p>
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2.	Company History/Background	
2.1	Date Company established:	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	YES/NO
2.3	<p>If YES to 2.2 give the following details of the Holding/Parent Company:</p> <p>Registered Name:</p> <p>Registered Address:</p> <p>Postcode:</p> <p>Registration Number:</p>	

Section C: Financial & Insurance Information

1.	Insurance Details	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all of our suppliers have adequate insurance. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.</i></p> <p><i>Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.</i></p>	
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance	YES/NO
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company</p> <p>Date policy taken out</p> <p>Expiry date of the policy</p> <p>Policy number/reference</p> <p>Conditions/Exceptions</p> <p>.....</p> <p>.....</p>	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance	YES/NO
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company</p> <p>Date policy taken out</p> <p>Expiry date of the policy</p> <p>Policy number/reference</p> <p>Conditions/Exceptions</p> <p>.....</p> <p>.....</p>	
1.3	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals	Enclosed YES/NO

2. Financial Details

*
Why do we need to know this?

Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.

How the Council evaluates this information will vary given the nature of the contract to be awarded.

2.1 Please provide a brief summary of your annual turnover and profit in the last 3 years. **(Please insert figures – do not refer to attached accounts)**
 Also provide copies of your last 2 years audited accounts.
 If audited accounts are not available please provide copies of your management accounts

<u>Company</u>			Accounts Enclosed
<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>	
2011/12	£.....	£.....	YES/NO
2012/13	£.....	£.....	YES/NO

(If exact figures are not available please provide your best estimate of the figures required)

2.2 Please show below your company’s turnover in the provision of **design services** in the last two financial years. **(Please insert figures – do not refer to attached accounts)**

<u>Year</u>	Turnover in relation to design services
2011/12	£.....
2012/13	£.....

(If exact figures are not available please provide your best estimate of the figures required)

Section D: Claims & Contract Terminations/Deductions

*	<p><i>Why do we need to know this?</i></p> <p><i>The Council needs to ensure that organisations have a proven record of completing contracts in full and to a high standard, and do not have any outstanding claims against them.</i></p>
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1.	Outstanding Claims / County Court Judgements	
1.1	Do you have any outstanding claims, litigations or judgements against your organisation?	YES/NO
1.2	If YES to 1.1 please provide further details.	

2.	Contract Terminations/Deductions	
2.1	Please give details of all contracts in the last 3 years which have been terminated early giving the name of the client company/authority, the date of termination and the reasons for termination.	
2.2	Please give details of all fines, penalties or deductions incurred in the last 3 years as a result of non-performance under any contract.	

Section E: Health & Safety and Equal Opportunities

1.	Health & Safety at Work	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all companies that work with Shropshire Council are able to operate safely. We assess this by asking questions about arrangements at the contract stage and continue to monitor ongoing performance with all companies working on our behalf.</i></p> <p><i>Health & safety measures do not have to be expensive, time consuming or complicated – especially for smaller companies. In fact, safer and more efficient working practices can save money and greatly improve working conditions for employees. Shropshire Council is committed to promoting safe and proportionate working practices to companies as it recognises the benefits this can bring for companies competing for business both for local authority contracts and elsewhere.</i></p> <p><i>Information to help small companies is available on the Health and Safety Executive's (HSE) website.</i></p> <p><i>Health and Safety Executive's website: http://www.hse.gov.uk/</i></p> <p><i>Looking after your Business: http://www.hse.gov.uk/business/</i></p> <p><i>Getting Started Step-by-step: http://www.hse.gov.uk/business/must-do.htm</i></p>	
1.1	<p>Does your organisation have a formal health and safety policy or statement?</p> <p><i>*(if you employ 5 or more employees you are required to produce a Health and Safety Policy/Statement under the Health & Safety at Work Act 1974)</i></p> <p>Please tick here if copy enclosed <input type="checkbox"/></p>	YES/NO
1.2	<p>Do you currently hold any external health and safety accreditations, such as CHAS (Contractors Health and Safety Assessment Scheme), or equivalent?</p>	YES/NO
1.3	<p>If YES to 1.2 please supply the following details as well as a copy of any certificates.</p> <p>Accrediting Organisation:</p> <p>Reference No:</p> <p>Date accreditation expires or is to be renewed:</p> <p>Please tick here if a copy of certificate attached <input type="checkbox"/></p>	
1.4	<p>Has your company been served with an enforcement notice or been prosecuted in the past 3 years for breaches of health and safety legislation?</p>	YES/NO

1.5	If YES to 1.4 please give details of the prosecution or notice (and what measures you have taken to ensure the issue(s) will not re-occur).					
1.6	Do you routinely carry out Risk Assessments?	YES/NO				
1.7	If YES to 1.6 please state what has been assessed. (At certain times, the Council may request copies of risk assessments, safe working procedure, or safety method statements.)					
1.8	Do you have a health and safety training programme for employees?	YES/NO				
1.9	If YES to 1.8 please state what training has been given.					
1.10	Does your company monitor: (a) Accidents (b) Ill health caused by work (c) Health & Safety Performance	YES/NO YES/NO YES/NO				
1.11	Does your company have a recognised health & safety management system? Please give details below:	YES/NO				
1.12	Please state how many accidents have been reported to your Enforcing Authority under RIDDOR (The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations) in the last 2 years. Total					
	<table border="1"> <tr> <td>No. of accidents reported under RIDDOR last year</td> <td></td> </tr> <tr> <td>No. of accidents reported under RIDDOR this year</td> <td></td> </tr> </table>		No. of accidents reported under RIDDOR last year		No. of accidents reported under RIDDOR this year	
No. of accidents reported under RIDDOR last year						
No. of accidents reported under RIDDOR this year						

1.13	<p>Does your company consult with employees on health and safety?</p> <p>If YES, please give details below.</p>	YES/NO
1.14	Will you be using any sub contractors as part of this contract?	YES/NO
1.15	If YES to 1.14 please give details of who your sub contractors are.	
1.16	If YES to 1.14 how do you ensure they are competent?	
1.17	<p>Where do you get your competent health and safety advice?</p> <p>To meet your legal responsibilities in 'The Management of Health and Safety at Work Regulations 1999' you must appoint one or more competent people to help you comply with your duties under health and safety law so you can prevent accidents and ill health at work. In practice, you can be that competent person as long as you know enough about what you have to do. If the risks are complex and you do not have access to competent advice in-house, you may want to appoint a safety consultant to help you.</p>	

2.	Equal Opportunities	
*	<p><i>Why do we need to know this?</i></p> <p><i>The equality duties placed on public authorities requires the Council to have due regard to the need to eliminate unlawful discrimination.</i></p> <p><i>We need to ensure all companies that work with Shropshire Council comply with both UK and EU regulations regarding equal opportunities and discrimination law. The Council actively promotes equal opportunities in procurement and partnership.</i></p> <p><i>The Council also needs to ensure that there are no outstanding claims against your organisation regarding discrimination.</i></p> <p><i>Information to help small companies is available at:</i></p> <p><i>Equality and Human Rights Commission -</i></p> <p>http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/</p> <p><i>Useful links for guidance & Information -</i></p> <p>http://www.equalityhumanrights.com/advice-and-guidance/here-for-business/guidance-for-small-and-medium-size-businesses/related-links/</p>	
2.1	<p>How do you comply with your statutory obligation under UK/EU equalities and discrimination legislation (or equivalent legislation and regulations in the countries in which you employ staff)?</p> <ul style="list-style-type: none"> - UK/EU equalities and discrimination legislation includes:- - Human Rights Act 1998 - Equality Act 2010 <p>Please enclose evidence for the above e.g. documents, instructions, recruitment advertisements or other literature.</p>	Enclosed YES/NO
2.2	<p>As a contractor providing a public service on behalf of a local authority, you have a duty to comply with the General Duties of the Public Sector Equality Duty as outlined below.</p> <ul style="list-style-type: none"> • Eliminate discrimination, harassment and victimisation that is unlawful under the Equality Act 2010; • Advance equality of opportunity between those who share protected 	

	<p>characteristics and those who do not;</p> <ul style="list-style-type: none"> Foster good relations between those who share protected characteristics and those who do not. <p>How do you promote equality in your service delivery and towards your employee management as part of your operations?</p>	
2.3	In the last 3 years, has any claim or finding of unlawful discrimination been made against your organisation by any court?	YES/NO
2.4	If YES to 2.3, please give details.	
2.5	In the last 3 years, has your organisation been the subject of formal investigation by the Equality and Human Rights Commission?	YES/NO
2.6	If YES to 2.5, please give details.	
2.7	<p>(NB Organisations with less than 5 employees are not required to respond to questions 2.8 and 2.9)</p> <p>How do you promote the diversity of your workforce e.g. do you take steps to encourage people from under-represented groups to apply for jobs or take up training opportunities and career progression?</p> <p>Please provide evidence of the above.</p>	
2.8	<p>Do you have a grievance process to address all complaints relating to perceived discrimination?</p> <p>Provide evidence for the above</p>	YES/NO

Section F: References and Data Handling

1. Contract References					
Please list below up to a maximum of 10 similar contracts undertaken by your company in the past 3 years or currently being handled. Any previous Public Sector experience will be of particular interest. (PASS/FAIL)					
	Name of Organisation/Company	Contact Name, Address and Email address / Tel No.	Value of Contract (£)	Nature of work undertaken	Contract Dates (From – To)
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

2.	Data Handling	
2.1	Please state what systems / processes you have for handling sensitive data.	Weight: 10 Max Marks: 70

Section G: Lot 1 Experience, Resources & Tools

Lot 1 – Graphic Design Services

1. Experience, Qualifications & Resources		
1.1	<p>How many years has your company been providing graphic design services?</p> <p>..... years</p> <p>1 marks will be awarded for each year of experience (up to 7 marks)</p>	<p>Weight: 5 Max Marks: 35</p>
1.2	Total number of employees: _____	For info only
1.3	Total number of employees engaged solely in the provision of graphic design services. _____	For info only
1.4	<p>Please confirm the experience details (qualifications / skills levels) and portfolios (<u>web links only</u>) for each of your staff (including any sub-contractors) who would be involved in managing and delivering the contract if you were successful in order to illustrate that you are able to undertake this contract successfully. (E.g. NVQ Art & Design, NVQ Graphic Design, BA (Hons) Graphic Design)</p>	<p>Weight: 25 Max Marks: 175</p>
1.5	<p>Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of at least 3 previous similar contracts in order to illustrate proven competency for the required services.</p>	<p>Weight: 35 Max Marks: 245</p>

2. Equipment		
2.1	<p>Please set out below the list of your design, server and media equipment and its specifications. (E.g. Mac's / PC's running graphic design packages such as Adobe Creative Suites and QuarkXPress)</p>	<p>Weight: 25 Max Marks: 175</p>

Section G: Lot 2 Experience, Resources & Tools

Lot 2 – Web Design Services

1.	Experience, Qualifications & Resources	
1.1	<p>How many years has your company been providing web development services?</p> <p>..... years</p> <p>1 marks will be awarded for each year of experience (up to 7 marks)</p>	<p>Weight: 2.5 Max Marks: 17.5</p>
1.2	Total number of employees: _____	For info only
1.3	<p>Total number of employees engaged solely in the provision of web design services.</p> <p>_____</p>	For info only
1.4	<p>Please confirm the experience details (qualifications / skills levels) for each of your staff (including any sub-contractors) that would be involved in managing the contract/projects if you were successful in order to illustrate that your organisation has proven competency this contract.</p> <p>e.g. Agile methodologies/project management based certifications, Scrum certifications or Prince2.</p>	<p>Weight: 10 Max Marks 70</p>
1.5	<p>Please include the experience details (qualifications / skills levels) and portfolios (<u>web links only</u>) for each of your staff (including any sub-contractors) that would be involved in web design/front-end development, as well as your company's portfolio as a whole.</p>	<p>Weight: 45 Max Marks: 315</p>
1.6	<p>Please include any ISO accreditations you may have obtained related to the field of Web Design</p> <p>e.g. ISO9001, ISO 9241-151:2008, ISO 9241-171:2008 (10 marks will be awarded for holding all 3 ISO's, 8 marks for 2 and 6 marks for 1)</p>	<p>Weight: 2.5 Max Marks: 17.5</p>

1.7	Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of at least 3 previous similar contracts in order to illustrate proven competency for the required services.	Weight: 10 Max Marks: 70
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2.	Tools and Methodologies	
2.1	Please detail any standards, frameworks, design/dev/test methodologies that you would use when developing front-end designs and code. e.g. WAG, HTML version(s), CSS version(s), JavaScript libraries, front-end frameworks/boilerplate code, mobile-first etc.	Weight: 20 Max Marks: 140
2.2	Please set out below the graphic tools, browsers and versions you would test with, as well as any tools used in helping you fulfil any methodologies applied. e.g. Photoshop, FireFox 20, ie8, browsershots.org, Selenium etc.	Weight: 10 Max Marks: 70

Section G: Lot 3 Experience, Resources & Tools

Lot 3 – Web Application Development

1.	Experience, Qualifications & Resources	
1.1	<p>How many years has your company been providing online interactive service development services?</p> <p>..... years</p> <p>1 marks will be awarded for each year of experience (up to 7 marks)</p>	Weight: 5 Max Marks: 35
1.2	Total number of employees: _____	For info only
1.3	<p>Total number of employees engaged solely in the provision of web application development services.</p> <p>_____</p>	For info only
1.4	<p>Please confirm the experience details (qualifications / skills levels) for each of your staff (including any sub-contractors) that would be involved in managing the contract/projects if you were successful in order to illustrate that your organisation has proven competency this contract.</p> <p>e.g. Agile methodologies/project management based certifications, Scrum certifications or Prince2.</p>	Weight: 15 Max Marks: 105
1.5	<p>Please include the experience details (qualifications / skills levels) and portfolios (<u>web links only</u>) for each of your staff (including any sub-contractors) that would be involved in web design/front-end development, as well as your company's portfolio as a whole.</p>	Weight: 30 Max Marks: 210
1.6	<p>Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of at least 3 previous similar contracts in order to illustrate proven competency for the required services.</p>	Weight: 20 Max Marks: 140

2.	Systems and Tools	
2.1	<p>Please set out below the list of your typical development platforms/stack including target operating system (and versions), all Content Management Systems preferred/supported, databases preferred/supported, programming languages, testing tools, development methodologies. (Our preference is for Umbraco based solutions, but all solutions considered.)</p> <p>e.g. [Windows, Linux], [Umbraco, Drupal, Wordpres], [SQLServer, Oracle, PostGres], [.net, java, python, ruby, php], [junit, nunit], [TDD, FDD] etc.</p>	<p>Weight: 30 Max Marks: 210</p>

Section G: Lot 4 Experience, Resources & Tools

Lot 4 – Mobile Application Development

1.	Experience, Qualifications & Resources	
1.1	<p>How many years has your company been providing multimedia video production services?</p> <p>..... years</p> <p>1 marks will be awarded for each year of experience (up to 7 marks)</p>	<p>Weight: 5 Max Marks: 35</p>
1.2	Total number of employees: _____	For info only
1.3	Total number of employees engaged solely in the provision of mobile application development services. _____	For info only
1.4	<p>Please confirm the experience details (qualifications / skills levels) for each of your staff (including any sub-contractors) that would be involved in managing the contract/projects if you were successful in order to illustrate that your organisation has proven competency this contract.</p> <p>e.g. Agile methodologies/project management based certifications, Scrum certifications or Prince2.</p>	<p>Weight: 10 Max Marks: 70</p>
1.5	<p>Please include the experience details (qualifications / skills levels) and portfolios (<u>web links only</u>) for each of your staff (including any sub-contractors) that would be involved in web design/front-end development, as well as your company's portfolio as a whole.</p>	<p>Weight: 40 Max Marks: 280</p>
1.6	<p>Please detail the mobile Platforms you have developed for (e.g. iOS, Windows Phone, Android, etc.) also please details the experience you have designing and developing with the various features on these platforms (e.g. accelerometers, GPS, camera, multi-touch, HD/Retina, proximity sensors, NFC, infrared, gyroscope etc.</p>	<p>Weight: 12.5 Max Marks: 87.5</p>

1.7	Please set out below why you feel your organisation is well placed to undertake this contract. You should include in your answer a brief history of your organisation and details of at least 3 previous similar contracts in order to illustrate proven competency for the required services.	Weight: 20 Max Marks: 140

2. Tools		
2.1	Please set out below the list of tools used in developing your mobile apps, programming languages, testing tools, development methodologies. e.g. [XCode, ADT, PhoneGap], [Objective-C, Java, JavaScript, Python, HTML, CSS], [junit, nunit], [TDD, FDD] etc.	Weight: 12.5 Max Marks: 87.5

Section H:
Shropshire Council Declaration

I understand that the responses I have given in this Request to Participate Questionnaire, together with any supporting documentation, are to be used as a basis for selection of companies to tender for this contract.

I note that Shropshire Council reserves the right to undertake supplementary stages of selection prior to inviting tenders.

I confirm that if I am awarded a contract all of the information I have provided in this Request to Participate Questionnaire together with any supporting documentation will be deemed to be part of the contract.

Signed _____

Name _____
(please print)

Designation _____

Date _____

Company _____

Address _____

_____ Postcode _____

Tel No. _____

Fax No. _____

E-mail address _____

Website _____

Thank you for taking the time to complete this questionnaire

To ensure your application is evaluated properly you should complete all of the sections within the Request to Participate Questionnaire that are applicable to you.

Before returning the questionnaire, please use the checklist below to ensure you have enclosed all of the relevant documentation.

If you are unsure about any of the questions within this questionnaire and require further clarification you should contact Nigel Denton, Procurement Manager via email quoting the contract reference and title to procurement@shropshire.gov.uk.

Checklist for completed Questionnaires

Section / Question No.	Documents	Tick if enclosed/ complete
Answers provided to ALL questions within this document		
Section C / 1.3	Copy of Insurance certificates enclosed	
Section E / 1.1	Copy of health & safety policy document enclosed (if you have 5 or more employees)	
Section E / 1.3	Copy of health & safety accreditation certificates enclosed	
Section E / 2.7	Equal opportunities & diversity literature enclosed	
	(insert details if anymore information has been requested for this tender)	
Section H	Declaration duly signed	
One hard copy and one CD copy of this questionnaire enclosed		

Please return copies of the completed RTP Questionnaire using the return label provided by the deadline of 12 noon on Friday 04th October.

Please note any questionnaires returned after the deadline will not be considered.



Request to Participate Questionnaire

***IMC 066 – PRINT & DESIGN AND WEB SERVICES
FRAMEWORK
Category 1: Print***

One hard copy and one CD copy must be returned to:

**Democratic Services Manager
Legal and Democratic Services
Shropshire Council
Shirehall
Abbey Foregate
SHREWSBURY SY2 6ND**

BY 12 NOON Friday 04th October

Name of Applicant: (please insert)	
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This document consists of 36 pages and must be completed in its entirety.

Please read pages 2, 3 & 4 carefully before completing this document.

Shropshire Council Request to Participate Questionnaire

Contract Description:

Shropshire Council intends to set up a framework of suppliers for the provision of Print and Design related services.

This framework will be for a period of up to four years, commencing on 01st April 2014. The framework holds a potential value of £175,000 per annum, however Shropshire Council cannot guarantee volume of work under the framework agreement.

The framework is split into two categories: Printing Services and Design Services.

The Printing Services Category is split into 5 Lots:

1. Lithographical printing (high quality, mid to high volume printed material in spot and full colour)

- The production of high quality calibrated print output 4 colour process and spot colour lithographic printing.
- Ability to print up to B2 sheet.
- To meet demand for fast turnaround at mid to high volume.
- Provision of system for transfer of data between business sites

Types of work in this lot would include: leaflets, booklets, and brochures, NCR. With the ability to finish all products on site

2. Digital Printing (short run high quality printing)

- The production of high quality calibrated print output
- Ability to print up to B3 sheet.
- To meet demand for fast turnaround at mid volume.
- Provision of system for transfer of data between business sites

Types of work in this lot would include: leaflets, booklets, and brochures. With the ability to finish all products on site

3. Large Format Printing

- Large format from A2 and above
- To print on various substrates including bond, gloss, polymer based and adhesive products.
- Use of uv inks to provide external durability in direct sunlight conditions.
- Provision of system for transfer of data between business sites
- To produce pull up display stands, and supply various display equipment to incorporate provided designs

4. Signage Printing

- Ability to print on various material for display at various sites.
- Provision to erect and provision of system for transfer of data between business sites

5.High volume personalisation and fulfilment

- The majority of work within this lot would be time sensitive within Government legislation and as such site spot checks and audit verification will be part of any workflow.
- The production on site of various document types and envelopes.
- Incorporating data from systems and software such as Xpress, paris, samis and northgate. Migration of data into graphical documents
- Provision of secure data transfer and storage of materials
- Provision of system for transfer of data between business sites

Types of work within this lot would include

Complex constituent data to create ballot papers, individual electoral registration, Poll cards, impact mail and canvas papers.

Bidders can apply for more than one category (Print & Design) and for more than one lot in each category.

A maximum of 8 (or equal scoring 8) top scoring bidders for each lot will be invited to tender.

3 providers will be selected in each Lot to form the final Framework.

If accepted, the Contractor will form part of a framework of service providers of printing and design services who will be asked to quote as appropriate for individual work throughout the duration of this framework arrangement. Once a quotation is accepted, an individual contract will be formed subject to The Tender, the Standard and Special Conditions of Contract, the Tender Response document and the Instructions to Tender.

Procurement Process

This is a two-stage tender process. This document forms the first stage and will be used to select successful applicants who will proceed to the second stage of being invited to tender. Unsuccessful applicants will be informed and may seek feedback from the Council. The following timetable is indicative and gives approximate dates for each stage of the tender process:

	Stages	Date (approximate)
1.	Invitation and Issue of Tender Documents to Successful RTP Participants	Monday 04 th Nov 2013
2.	Tender return date	Friday 10 th January 2014
3.	Contract start date	01 st April 2014

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Instructions, Conditions for Applicants & Evaluation

Section A:

A. Instructions on Completing the Questionnaire

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section in the questionnaire and require further clarification, please contact: [REDACTED] via email quoting the contract reference to procurement@shropshire.gov.uk.
2. **One hard copy and one CD copy must be returned** by 12 noon on the deadline given at the front of the document. **Questionnaires returned after this time will not be considered.**
3. All questions require specific responses from you relating to the organisation named in Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the questionnaire is not fully completed or is found to be inaccurate.
4. Where copies of certificates and other details are requested **a copy must** accompany the **hard copy** of your Request to Participate Questionnaire.
5. The Questionnaire has been designed to make it as easy as possible for applicants to complete, with questions being split into sections depending on the type of information being asked. Applicants should complete all of the sections in the document in the English (UK) language. Documents which are not in the English language must be accompanied by an English translation and a certificate completed by a bona fide independent translator attesting to the authenticity of the translation. The English language version of any Questionnaire response shall prevail.
6. Financial and accounting information must also be completed in the English language and amounts must be specified in pounds sterling. Cells within questionnaire tables will expand as text is added. Please ensure that responses do not exceed the word limits where these are stated.
7. Applicants registered as legal entities outside the United Kingdom should answer the questions substituting where relevant the appropriate registration details applicable within

their domestic jurisdiction.

8. Where any question or piece of information refers to relevant UK legislation, non-UK organisations or those not operating within the UK should answer on the basis of analogous applicable laws in the Applicant's own jurisdiction and/or that in which it operates.
9. Where questions ask for a YES/NO answer you should circle your answer or delete as applicable.

1.	Outstanding Claims / County Court Judgements
1.1	Do you have any outstanding claims, litigations or judgements against your organisation? YES/NO

10. **Freedom of Information and Environmental Information Regulations 2004**

Under the provisions of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities.

To the extent that the Contracting Authority is subject to the FOIA and EIR, all information submitted to the Contracting Authority may be disclosed by the Contracting Authority in response to a request under the FOIA and/or EIR. This means that, amongst other things, the following may be subject to disclosure unless an exemption applies:

- information in any tender or response to this Questionnaire submitted to the Contracting Authority;
- information in any contract to which the Contracting Authority are a party;
- information about costs, including invoices submitted to the Contracting Authority;
- correspondence and other papers generated in any dealing within the private sector.
- If an Applicant considers any of the information included within its response to this Questionnaire or tender should not be available for disclosure, then it should:
 - identify it specifically in the Questionnaire as commercially sensitive; and
 - explain the grounds for exemption from disclosure, by reference to the appropriate legislation reference and the time period applicable to that sensitivity.

For guidance on this issue see: <http://www.ico.gov.uk>

Applicants should be aware that, even where they have indicated that information is commercially sensitive or exempt from disclosure for another reason, the Contracting Authorities may be required to disclose it in any event as a matter of law if a request is received. Please also note that the receipt of any material marked 'confidential' or equivalent by the Contracting Authority should not be taken to mean that the Contracting Authority accepts any duty of confidence by virtue of that marking. If a request is received, the Contracting Authority may also be required to disclose details of

unsuccessful Applicants. All decisions regarding disclosure of information will be made at the sole discretion of the Contracting Authority.

11. **Consortium Applicants**

Where the Questionnaire is submitted on behalf of more than one organisation acting as a consortium, for the purposes of this Questionnaire, the term “Applicant” shall be interpreted as all the consortium members taken as a whole, unless otherwise specified.

Where a consortium approach is proposed, all information requested in sections B to E should be given in respect of each consortium member. Relevant information in respect of section F should also be provided in respect of consortium members who will play a significant role in the delivery of services or products under any ensuing contract. Responses must enable the Contracting Authority to assess the Applicant proposed.

Where the proposed prime contractor is a special purpose vehicle or holding company, information should be provided about the extent to which the Special Purpose Vehicle (SPV) or Holding company will call upon the resources and expertise of its members to fulfil the requirement.

The Contracting Authority recognises that arrangements in relation to consortia may be subject to future change. Applicants should therefore respond in the light of such arrangements as are currently envisaged. Applicants are reminded that any future change in relation to consortia must be notified to the Contracting Authority so that they can make a further assessment by applying the selection criteria to the new information provided

B. CONDITIONS FOR APPLICANTS

1. **General**

- (a) The Contracting Authority reserves the right to disqualify any Applicant who fails to comply with the terms of this Questionnaire.
- (b) Applicants should read this Questionnaire and the Contract Notice carefully before responding to this Questionnaire. These documents contain important information relating to the compilation of Questionnaire submissions.
- (c) An Applicant’s participation in this procurement constitutes acceptance of the terms and conditions of this procurement as laid out in this Questionnaire and the Contract Notice.
- (d) If any material information submitted on this Questionnaire changes in any way then the Contracting Authority must be informed immediately. The Contracting Authority will rely on the truth and accuracy of the information provided by the candidate in this questionnaire. In the event of the Contracting Authority entering into a contract with a candidate and becoming aware of a material misrepresentation contained in the questionnaire, the Contracting Authority shall be entitled to rescind or determine the contract.
- (e) The Questionnaire submitted by the successful candidate may be incorporated into the Contract as a contract document.
- (f) It is the responsibility of the Applicant to ensure that its Questionnaire response has been received by the deadline date.

2. **Continuation of Procurement Process**

- (a) The Contracting Authority shall not be committed to any course of action as a result of:
 - i) issuing the Contract Notice or this Questionnaire;
 - ii) communicating with an Applicant, an Applicant's representative or agent in respect of this procurement exercise;
 - iii) any other communication between the Contracting Authority (whether directly or through its agents or representatives) and any other party.
- (b) The Contracting Authority reserves the right to amend, add to or withdraw all or any part of this Questionnaire at any time during the Questionnaire stage of this procurement exercise at their sole discretion.
- (c) At any time before the deadline for receipt of Questionnaire returns the Contracting Authority may modify the Questionnaire by amendment. Any such amendment shall be numbered and dated and issued by the Contracting Authority to all participating Applicants. In order to give prospective Applicants reasonable time in which to take the amendment into account in preparing its Questionnaire return, the Contracting Authority may in their sole discretion, extend the deadline or submission of Questionnaire returns.
- (d) The Contracting Authority reserve the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at their sole discretion.

3. **Liability of Contracting Authority**

- (a) The Contracting Authority do not accept any responsibility for any pre-tender representations made by or on their behalf or for any other assumptions that Applicants may have drawn or will draw from any pre-tender discussions.
- (b) The Contracting Authority shall not be liable to pay for any preparatory work or other work undertaken by the Applicant for the purposes of, in connection with or incidental to this Questionnaire, or submission of its bid response or any other communication between the Contracting Authority and any other party as a consequence of the issue of this Questionnaire exercise.
- (c) The Contracting Authority shall not be liable for any costs or expenses incurred by any Applicant in connection with the preparation of a Questionnaire return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.
- (d) Whilst the information in this Questionnaire has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.
- (e) Neither of the Contracting Authority nor its advisors, officers, members, employees, other staff or agents:
 - i) makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the Questionnaire;
 - ii) or accepts any responsibility for the information contained in the Questionnaire or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent

misrepresentation) arising as a result of reliance on such information or any subsequent communication.

- (f) Any persons considering making a decision to enter into contractual relationships with the Contracting Authority following receipt of the Questionnaire should make their own investigations and their own independent assessment of the Contracting Authority and its requirements and should obtain their own professional financial and legal advice.
- (g) Nothing in this Questionnaire or in any other communication made between the Contracting Authority, or its agents and an Applicant, shall be taken as constituting a contract, agreement or representation between the Contracting Authority and an Applicant (except in the case of a formal award of contract made in writing by or on behalf of the Contracting Authority in accordance with this procurement process) nor should Applicants consider that this Questionnaire or any other communications from the Contracting Authority or its agents constitute a contract, agreement or representation that a contract shall be offered in accordance with this procurement process.

4. **Disqualification**

- (a) The Contracting Authority reserves the right to reject or disqualify an Applicant's Questionnaire return where:
 - i) the Applicant fails to comply fully with the requirements of this Questionnaire or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required in this document or Contract Notice; or
 - ii) the Applicant is guilty of serious or intentional or reckless misrepresentation in relation to its Questionnaire return and/or the procurement process.
- (b) The Contracting Authority reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control of the Applicant at any point in the process up to award of a contract and such change of control has a materially adverse effect on the Applicant's financial viability or ability to otherwise meet the requirements of the procurement process.

5. **Confidentiality**

- (a) All materials issued in connection with this Questionnaire are and shall remain the property of the Contracting Authority.
- (b) Applicants shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this Questionnaire.
- (c) The contents of this Questionnaire are being made available by the Contracting Authority on condition that:
 - (i) Applicants shall at all times treat the contents of the Questionnaire and any related documents as confidential, save in so far as they are already in the public domain;
 - (ii) Applicants shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Questionnaire to any other person at any time or allow any of these things to happen;

- (iii) Applicants shall not use any of the information contained in this Questionnaire for any purpose other than for the purposes of submitting (or deciding whether to submit) the Questionnaire; and
 - (iv) Applicants shall not undertake any publicity activity within any section of the media.
- (d) Applicants may disclose, distribute or pass this Questionnaire to their professional advisors, sub-contractors or to another person provided that:
- (i) this is done for the sole purpose of enabling a Questionnaire to be submitted and the person receiving the Information undertakes in writing to keep the Questionnaire confidential on the same terms as if that person were the Applicant; or
 - (ii) the Applicant obtains the prior written consent of the Contracting Authority in relation to such disclosure, distribution or passing of the Questionnaire; or
 - (iii) the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or
 - (iv) the Applicant is legally required to make such a disclosure.
- (e) In the above paragraphs the definition of 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.
- (f) The Contracting Authority may disclose detailed information relating to the Questionnaire to its officers, employees, agents, professional advisors or Governmental organisations and the Contracting Authority may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

6. **Miscellaneous**

- (a) The Questionnaire is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded an Applicant to submit a Questionnaire, tender or enter into a Contract or any other contractual agreement.
- (b) Applicants shall not make contact with any officer, Member, employee, agent or consultant of the Contracting Authority or its officers or Members who is in any way connected with this procurement exercise during the period of this procurement exercise, where the contact is for reasons connected with this procurement, unless instructed otherwise by the Contracting Authority.
- (c) Any Applicant who directly or indirectly canvasses any officer, Member, employee, agent or consultant of the Contracting Authority or any of its officers or Members concerning this procurement exercise, the establishment of the Contract(s) or who directly or indirectly obtains or attempts to obtain information from any such officer, Member, employee, agent or consultant concerning any other Applicant, Questionnaire return or proposed Questionnaire return will be disqualified.
- (d) Any Applicant who:
 - (i) communicates to any person other than the Contracting Authority, its professional

advisors and consultants any details of a proposed Questionnaire return or information which would enable the details to be determined; or

- (ii) enters into any agreement or arrangement with any other Applicant that such other Applicant shall refrain from submitting a Questionnaire return; or
- (iii) enters into any agreement or arrangement with any other Applicant as to the details of any Questionnaire return or proposed to be submitted; or
- (iv) offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Questionnaire return or proposed Questionnaire return, any act or omission, shall (without prejudice to any other civil remedies available to the Contracting Authority and without prejudice to any civil or criminal liability which such conduct by an Applicant may attract) be disqualified.

C. RTP Questionnaire Evaluation

Applicants will be evaluated on the answers they provide in the RTP Questionnaire. A shortlist of successful applicants will be subsequently invited to tender as part of the second stage of the tender process. The following marking scheme is made up of 'pass/fail' questions and 'weighted marked' questions and shows how each section of the questionnaire is to be marked.

Questionnaire Evaluation

Applicants will be evaluated on the answers they provide in the Questionnaire. A shortlist of successful Applicants will be subsequently invited to tender as part of the second stage of the tender process. The following marking scheme is made up of 'pass/fail' questions and 'weighted marked' questions and shows how each section of the Questionnaire is to be marked.

Pass/Fail Questions (Sections B to G)

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Applicants must comply with these issues to demonstrate their proven competence, financial stability, resources and other arrangements. Questions marked 'For information only' will not be assessed; however they must still be answered in full.

Section / Question No.	Selection Criteria
Section B (All Lots) / Q 1 & 2	Applicant details – For information only
Section C (All Lots) / Q 1 & 2	Adequate financial stability & insurance
Section D (All Lots) / Q 1 & 2	Adequate Outcome of previous contracts
Section E (All Lots) / Q 1	Adequate Health & Safety and
Section E (All Lots) / Q 2	Adequate Equalities Arrangements and Record
Section F (All Lots) / Q 1	Adequate References
Section G (Lot Specific 1-5) / Q 1.1	Adequate Experience
Section G (Lot 5) / Q 3.1	License and Accreditation with Postal Services

Section C Financial viability: Responses will be analysed and evaluated by the

Authority's Audit sections.

If the financial analysis of the Applicant (please note financial information provided by consortium members will be evaluated to assess the Applicant consortium as a whole) gives cause for concern as to its ability to deliver the Contract, the Applicant will fail this section.

If the financial analysis of the Applicant does not give any cause for concern as to its ability to deliver the Contract – it shall be deemed to have passed the section.

Please note the Contracting Authority reserves the right to further check the Financial Stability and Capacity of an applicant prior to any award of contract in the manner set out above in order to ensure that they still pass that requirement.

Section D Outcome of previous contracts: If in the opinion of the Contracting Authority the nature and level of outstanding claims and previous contract early terminations casts serious doubt on the Applicant's ability to perform this contract, they may be excluded.

Section E Health & Safety and Equalities: If in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract safely or to perform this contract with due regard for equalities, they may be excluded.

Section F References: If in the opinion of the Contracting Authority the responses in this section are sufficiently poor as to cast serious doubt on the Applicant's abilities to perform this contract safely or to perform this contract they may be excluded.

Section G (All Lots) Q 1.1 Experience: If you do not have three year's experience of providing the service you will be excluded.

Section G (Lot 5) Q 3.1 Experience: If you do not have a licence and accreditation with postal services you will be excluded for Lot 5.

Weighted Marked Questions

Questions within the weighted mark section, Section F & G, will be scored using the following marking system and weightings.

Each answer to the questions in section F & G will be given a mark between 0 and 7 with the following meanings

- 0 - No response given
- 1 - Very poor response given
- 2 - Poor response given
- 3 - Poor/average response given
- 4 - Average response given
- 5 - Good response given
- 6 - Very good response given
- 7 - Excellent response given

An overall score will be derived for each Applicant for each Lot by applying the weightings set out in the table below to the mark awarded for the question.

Please note that you only need to respond to questions in Section F once, this covers all Lots. If you are applying for more than one Lot you will have to answer each question in Section G for each Lot you are applying for.

Lot 1:

Section / Question No.	Selection Criteria	Weighting / Max Marks Available
Section F (All Lots) / Q 2.1	Quality Assurance	3 / 21 max marks
Section F (All Lots) / Q 2.2	Sustainability Accreditations	3 / 21 max marks
Section F (All Lots) / Q 3	Environmental Practices	10 / 70 max marks
Section F (All Lots) / Q 4	Data Handling	10 / 70 max marks
Section G / Q 1.4	Staff Experience	20 / 140 max marks
Section G / Q 1.5	Organisations Experience	30 / 210 max marks
Section G / Q 2.1	Equipment	30 / 210 max marks
Total		100% / 742 max marks

Lot 2:

Section / Question No.	Selection Criteria	Weighting / Max Marks Available
Section F (All Lots) / Q 2.1	Quality Assurance	3 / 21 max marks
Section F (All Lots) / Q 2.2	Sustainability Accreditations	3 / 21 max marks
Section F (All Lots) / Q 3	Environmental Practices	10 / 70 max marks
Section F (All Lots) / Q 4	Data Handling	10 / 70 max marks
Section G / Q 1.4	Staff Experience	20 / 140 max marks
Section G / Q 1.5	Organisations Experience	30 / 210 max marks
Section G / Q 2.1	Equipment	30 / 210 max marks
Total		100% / 742 max marks

Lot 3:

Section / Question No.	Selection Criteria	Weighting / Max Marks Available
Section F (All Lots) / Q 2.1	Quality Assurance	3 / 21 max marks
Section F (All Lots) / Q 2.2	Sustainability Accreditations	3 / 21 max marks
Section F (All Lots) / Q 3	Environmental Practices	10 / 70 max marks
Section F (All Lots) / Q 4	Data Handling	10 / 70 max marks
Section G / Q 1.4	Staff Experience	20 / 140 max marks
Section G / Q 1.5	Organisations Experience	30 / 210 max marks
Section G / Q 2.1	Equipment	30 / 210 max marks
Total		100% / 742 max marks

Lot 4:

Section / Question No.	Selection Criteria	Weighting / Max Marks Available
Section F (All Lots) / Q 2.1	Quality Assurance	3 / 21 max marks
Section F (All Lots) / Q 2.2	Sustainability Accreditations	3 / 21 max marks
Section F (All Lots) / Q 3	Environmental Practices	10 / 70 max marks
Section F (All Lots) / Q 4	Data Handling	10 / 70 max marks
Section G / Q 1.4	Staff Experience	20 / 140 max marks
Section G / Q 1.5	Organisations Experience	30 / 210 max marks
Section G / Q 2.1	Equipment	30 / 210 max marks
Total		100% / 742 max marks

Lot 5:

Section / Question No.	Selection Criteria	Weighting / Max Marks Available
Section F (All Lots) / Q 2.1	Quality Assurance	7 / 21 max marks
Section F (All Lots) / Q 2.2	Sustainability Accreditations	7 / 21 max marks
Section F (All Lots) / Q 3	Environmental Practices	10 / 70 max marks
Section F (All Lots) / Q 4	Data Handling	10 / 70 max marks
Section G / Q 1.4	Staff Experience	20 / 140 max marks
Section G / Q 1.5	Organisations Experience	25 / 175 max marks
Section G / Q 2.1	Equipment	25 / 175 max marks
Section G / Q 3.1	Licence and Accreditation with postal services	10 / 70 max marks
Total		100% / 742 max marks

The returned Questionnaires will be evaluated and of those meeting the minimum requirements, the top scoring for each Lot up to a maximum of 8 (minimum 5) will be invited to tender.

A submission will be rejected in the following circumstances:

- (i) If it fails in any of the pass / fail sections
- (ii) If it fails to exceed the minimum quality threshold mark of 50.0% overall

Successful and unsuccessful Applicants will be notified by email.

Section A(1): **Lot Application**

Please indicate which Lots you wish to be considered for by ticking the appropriate box

Lot	(√)
1. Lithographical printing (high quality, mid to high volume printed material in spot and full colour)	
2. Digital Printing (short run high quality printing)	
3. Large Format Printing	
4. Signage Printing	
5. High volume personalisation and fulfilment	

Section B (All Lots): Applicant Organisation Details

1.	Applicant Details	
1.1	Name of contracting Company/Organisation: Address: Postcode: Tel: Email:	
1.2	Registered name (if different from above): Registered Office Address: Postcode: Company registration number:	
1.3	Details of the individual completing this application and to which we may correspond: Name: Job title: Correspondence Address: Postcode: Tel: Email:	
1.4	Type of Organisation (please <u>tick</u> all those appropriate):	
(a)	Sole trader	<input type="checkbox"/>
(b)	Partnership	<input type="checkbox"/>
(c)	Private Limited Company	<input type="checkbox"/>
(d)	Public Limited Company	<input type="checkbox"/>
(e)	Charity/Social enterprise	<input type="checkbox"/>
(f)	Franchise	<input type="checkbox"/>
(g)	Public Sector Organisation	<input type="checkbox"/>

1.5	<p>Are you a Small or Medium Sized Enterprise (SME) <i>*An SME can be defined as an enterprise which employs fewer than 250 people</i></p> <p>If No, Please confirm you are an enterprise which employs more than 250 people</p>	<p>YES/NO</p> <p>YES/NO</p>
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2.	Company History/Background	
2.1	Date Company established:	
2.2	Is the applicant a subsidiary of another company as defined by the Companies Act 1985?	YES/NO
2.3	<p>If YES to 2.2 give the following details of the Holding/Parent Company:</p> <p>Registered Name:</p> <p>Registered Address:</p> <p>Postcode:</p> <p>Registration Number:</p>	

Section C (All Lots): Financial & Insurance Information

1.	Insurance Details	
*	<p><i>Why do we need to know this?</i></p> <p><i>We need to ensure that all of our suppliers have adequate insurance. The Council has set minimum insurance requirements which all companies working with the Council must adhere to.</i></p> <p><i>Please note that on some limited occasions the council may agree to vary these levels dependant on the nature of the contract.</i></p>	
1.1 (a)	Please Confirm that you hold a minimum of £5,000,000 Public Liability Insurance	YES/NO
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company</p> <p>Date policy taken out</p> <p>Expiry date of the policy</p> <p>Policy number/reference</p> <p>Conditions/Exceptions</p> <p>.....</p> <p>.....</p>	
1.2 (a)	Please confirm that you hold a minimum of £5,000,000 Employer's Liability Insurance	YES/NO
(b)	<p>Please detail the relevant policy information and state if any conditions or exceptions apply to the policy.</p> <p>Name of Insurance Company</p> <p>Date policy taken out</p> <p>Expiry date of the policy</p> <p>Policy number/reference</p> <p>Conditions/Exceptions</p> <p>.....</p> <p>.....</p>	
1.3	Please enclose photocopies of your Certificates of Insurance duly signed as authentic copies of the originals	Enclosed YES/NO

2. Financial Details

*
Why do we need to know this?

Financial details are required in order to check that your company has sufficient financial resources to undertake the contract. This information will also ensure that your company is in a stable position and is likely to fulfil the contract for the period required.

How the Council evaluates this information will vary given the nature of the contract to be awarded.

2.1 Please provide a brief summary of your annual turnover and profit in the last 3 years. **(Please insert figures – do not refer to attached accounts)**
 Also provide copies of your last 2 years audited accounts.
 If audited accounts are not available please provide copies of your management accounts

<u>Company</u>			Accounts Enclosed
<u>Year</u>	<u>Turnover</u>	<u>Profit(Loss)</u>	
2011/12	£.....	£.....	YES/NO
2012/13	£.....	£.....	YES/NO

(If exact figures are not available please provide your best estimate of the figures required)

2.2 Please show below your company’s turnover in the provision of **printing services** in the last two financial years. **(Please insert figures – do not refer to attached accounts)**

<u>Year</u>	Turnover in relation to printing services
2011/12	£.....
2012/13	£.....

(If exact figures are not available please provide your best estimate of the figures required)

Section D (All Lots):
Claims & Contract Terminations/Deductions

*	<p><i>Why do we need to know this?</i></p> <p><i>The Council needs to ensure that organisations have a proven record of completing contracts in full and to a high standard, and do not have any outstanding claims against them.</i></p>
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1.	Outstanding Claims / County Court Judgements	
1.1	Do you have any outstanding claims, litigations or judgements against your organisation?	YES/NO
1.2	If YES to 1.1 please provide further details.	

2.	Contract Terminations/Deductions	
2.1	Please give details of all contracts in the last 3 years which have been terminated early giving the name of the client company/authority, the date of termination and the reasons for termination.	
2.2	Please give details of all fines, penalties or deductions incurred in the last 3 years as a result of non-performance under any contract.	

personal info

Commissioning & Procurement

Shirehall, Abbey Foregate
Shrewsbury, SY2 6ND



date as email

Tel: (01743) 252993

Fax: (01743) 255901

Please ask for: [REDACTED]

Email: procurement@shropshire.gov.uk

Dear Sirs

IMC 066 – PRINT, DESIGN & WEB SERVICES
LOT 1 – LITHOGRAPHICAL PRINTING
LOT 2 – DIGITAL PRINTING
LOT 3 – LARGE FORMAT PRINTING
LOT 4 – SIGNAGE PRINTING
LOT 5 – HIGH VOLUME & PERSONALISATION PRINTING
LOT 6 – GRAPHIC DESIGN SERVICES
LOT 7 – WEB DESIGN
LOT 8 – WEB APPLICATION DEVELOPMENT
LOT 9 – MOBILE APPLICATION DEVELOPMENT

SHROPSHIRE COUNCIL

You have been invited to tender for the above requirement. With this letter please find copies of the following documents:

1. Instructions for Tendering
2. Shropshire Council General Terms and Conditions
3. Tender Response Document
4. Return Label

Tenders should be made on the enclosed Tender Specification and Response Document. **One hard copy** and **one CD copy** of your Tender must be completed, signed and returned together with a signed copy of the 'Instructions for Tendering'. You are recommended to keep a copy of all tender documents and supporting documents for your own records.

Please pay particular attention to the points below concerning the returning of tenders.

Returning of Tenders

- The deadline for returning tenders is **noon on 03rd February 2014**, any tenders received after this time will not be accepted
- Tenders must be returned to the **Democratic Services Manager, Legal and Democratic Services, Shropshire Council, Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND**
- Tenders must be returned in **plain envelope(s)/packaging using the label provided**. Tender packaging must have **no other markings or writing** apart from the label provided

- Tenderers should **not use their company franking machine** and should check if returning their tenders via Royal Mail or a courier to ensure that **no marks identifying you** are placed on the envelope
- Tenders can be delivered any time before the due date, tenders are kept in a secure place and are not opened until after the designated time for receipt
- Tenders can be delivered by hand to the North Entrance Reception at the address given above prior to the deadline

Tenders **cannot** be accepted if:

- Tenders are received by facsimile or email
- Tenders are received after **12 noon on the given deadline**
- Tenders bear any marks identifying the tenderer

European Requirements

In accordance with the EU Procurement Directive, Shropshire Council will accept equivalent EC member or international standards in relation to safety, suitability and fitness for purpose. Where a particular brand of article or service has been referred to in the tender document, alternatives or equivalents which achieve the same result will be equally acceptable. In these cases Shropshire Council will take into account any evidence the tenderer wishes to propose in support of the claim that the product or service is equivalent to the named types.

All tender documents and any accompanying information must be submitted in English. A Contract Notice in respect of this requirement was dispatched on 12th August 2013 to appear in the Supplement to the Official Journal of the European Union.

Freedom of Information

Under the provisions of the Freedom of Information Act 2000 from 1 January 2005, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. Information about your organisation, which Shropshire Council may receive from you may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

Therefore if you provide any information to Shropshire Council in the expectation that it will be held in confidence, you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

Other Details

Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender.

As part of its sustainability policy, Shropshire Council encourages tenderers to minimise packaging, particularly presentational or retail packaging.

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement

personal info

If you have any queries relating to this invitation to tender, please contact me on telephone number 01743 252993.

Yours faithfully



Commissioning & Procurement
Enc



INSTRUCTIONS FOR TENDERING

***IMC 066 – PRINT, DESIGN & WEB
SERVICES FRAMEWORK***

Shropshire Council Instructions for tendering

Contract Description:

Shropshire Council intends to set up a framework of suppliers for the provision of Print and Design related services.

This framework will be for a period of up to four years, commencing on 01st April 2014.

The framework is split into two categories: Printing Services and Design Services.

The Print Services Category is split into 5 Lots. This Tender Response is for Lot 1: Lithographical Printing.

1. Lithographical printing (high quality, mid to high volume printed material in spot and full colour)

- The production of high quality calibrated print output 4 colour process and spot colour lithographic printing.
- Ability to print up to B2 sheet.
- To meet demand for fast turnaround at mid to high volume.
- Provision of system for transfer of data between business sites

Types of work in this lot would include: leaflets, booklets, and brochures, NCR. With the ability to finish all products on site

A maximum of 3 providers will be selected in Lot 1 to form the final Framework.

If accepted, the Contractor will form part of a framework of service providers of printing and design services who will be asked to quote as appropriate for individual work throughout the duration of this framework arrangement. Once a quotation is accepted, an individual contract will be formed subject to The Tender, the Standard and Special Conditions of Contract, the Tender Response document and the Instructions to Tender.

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1.0 Invitation to Tender

- 1.1** You are invited to tender for a framework of service providers in specific categories of printing and design services who will be invited to quote/tender for individual requirements throughout the duration of the framework agreement as detailed in the Tender Response Document. The framework will be for an initial period of **1 year** commencing on the **01st April 2014** with the option to extend up to the **31st March 2018**.
- 1.2** Tenders are to be submitted in accordance with the General Terms and Conditions of Shropshire Council and the instructions outlined within this document.
- 1.3** Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4** The Invitation to Tender documents must be treated as private and confidential.

Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an “in confidence” basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.

- 1.5 Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6 The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer’s financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7 The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- 1.8 Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council’s involvement

2.2 Terms and Conditions

- 2.1 Every Tender received by the Council shall be deemed to have been made subject to the General Terms and Conditions and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.
- 2.2 The Tenderer is advised that in the event of their Tender being accepted by the Council, they will form part of a framework of service providers and will be required to provide quotes for individual work packages in accordance with the contract throughout the duration of the framework agreement.

3.0 Preparation of Tenders

3.1 Completing the Tender Response Document

- 3.1.1 Tenders should be submitted using the ‘Tender Response Document’ following the instructions given at the front of the document. The Tenderer’s attention is specifically drawn to the date and time for receipt of Tenders and that no submission received after the closing time will be considered.
- 3.1.2 All documents requiring a signature must be signed;
 - a) Where the Tenderer is an individual, by that individual;
 - b) Where the Tenderer is a partnership, by two duly authorised partners;

- c) Where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.

3.1.3 The Invitation to Tender Documents are and shall remain the property and copyright of the Council

3.2 Tender Preparation and Costs

3.2.1 It shall be the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their Tender. No claim arising out of want of knowledge will be accepted. Any information supplied by the Council (whether in the Tender Documentation or otherwise) is supplied only for general guidance in the preparation of tenders.

3.2.2 Any Tenderer considering making the decision to enter into a contractual relationship with the Council must make an independent assessment of the Tender opportunity after making such investigation and taking such professional advice as it deems necessary.

3.2.3 Tenderers will be deemed for all purposes connected with their Tender submission where appropriate to have visited and inspected the Council, its assets, all the locations in respect of the delivery of the services/supplies/works and to have satisfied themselves sufficiently as to the nature, extent and character of the services supplies/works sought, and the human resources, materials, software, equipment, machinery, and other liabilities and other matters which will be required to perform the contract.

3.2.4 The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.

3.2.5 Tenderers are required to complete all pricing schedules in the Invitation to tender documents. The terms "Nil" and "included" are not to be used but a zero or figures must be inserted against each item. Unit rates and prices must be quoted in pounds sterling and whole new pence.

3.2.6 It shall be the Tenderer's responsibility to ensure that all calculations and prices in the Tender documentation are correct at the time of submission.

3.2.7 The Tenderer is deemed to have made him/herself acquainted with the Council's requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is invited to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.

3.2.8 Any Tender error or discrepancy identified by the Council shall be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.

3.2.9 The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

3.3 Parent Company Guarantee

It is a condition of contract that if the tendering company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company if requested to do so by the Council. Where the direct parent company cannot provide an adequate guarantee in the opinion of the Council, the Council will look to another group or associate company, with adequate assets, to be the guarantor. In cases where the contract is with a Joint Venture Company (JVC) or a Special Purpose Vehicle (SPV) company, which may have two or more parent companies and which may not be adequately capitalised or have sufficient financial strength on its own to support the risk and obligations it has under the contract, 'joint and several' guarantees / indemnities from the parent companies of the JVC or SPV may be sought.

3.4 Warranty

The Tenderer warrants that all the information given in their Tender and if applicable their Request to Participate Questionnaire is true and accurate. The information provided will be deemed to form part of any contract formed under this contract.

The Tenderer warrants that none of their current Directors have been involved in liquidation or receivership or have any criminal convictions

4.0 Tender Submission

4.1 Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender using the label provided. Tenders must be submitted by the deadline of **noon, Monday 03rd February. One hard copy and one CD copy of your Tender Response Document must be returned.**

4.2 No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.

4.3 Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.

4.4 Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.

4.5 Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.

4.6 Where Tender submissions are incomplete the Council reserves the right not to accept them.

5.0 Variant Bids

- 5.1** The Council is interested in alternative solutions which would provide and develop opportunities for savings in service costs, service improvement or other financial benefits. In particular, the Council wishes to encourage solutions which also deliver benefits and added value to the local economy, residents and the business community.
- 5.2** Tenderers may submit, at their discretion, a Tender offering a different approach to the project as a "Variant Bid". However, to permit comparability, at least one bid must be submitted strictly in accordance with the Invitation to Tender Documents (the "Compliant Tender"). Any Tender variant proposed must clearly state how it varies from the requirements of the Compliant Tender Documents, and be explicit in demonstrating the benefits that will accrue to the Council from adopting this approach. Tenderers will be required to identify which submission, in their view, demonstrates best value to the Council.
- 5.3** Variant Bids must contain sufficient financial and operational detail to allow any Variant Bid to be compared with the standard Tender, permitting its considerations in written form.

6.0 Tender Evaluation

- 6.1** The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer's submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.
- 6.2** If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.

7.0 Clarifications

- 7.1** Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.
- 7.2** Any queries arising in relation to this invitation to tender should be raised in writing to Procurement Team (email: procurement@shropshire.gov.uk) quoting the contract reference and title.
- 7.3** Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.
- 7.4** All queries should be raised as soon as possible (in writing), in any event not later than 20th January 2014.
- 7.5** All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise).

These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.

- 7.6** Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

8.0 Continuation of the Procurement Process

8.1 The Council shall not be committed to any course of action as a result of:

- i) issuing this Invitation to Tender;
- ii) communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;
- iii) any other communication between the Council (whether directly or through its agents or representatives) and any other party.

8.2 The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.

8.3 At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.

9.0 Confidentiality

9.1 All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.

9.2 The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.

9.3 Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.

9.4 The contents of this Invitation to Tender are being made available by the Council on condition that:

9.4.1 Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;

9.4.2 Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and

9.4.3 Tenderers shall not undertake any publicity activity within any section of the media.

- 9.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:
- 9.5.1** this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or
 - 9.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or
 - 9.5.3** the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or
 - 9.5.4** the Tenderer is legally required to make such a disclosure.
- 9.6** The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

9.7 Transparency of Expenditure

Further to its obligations regarding transparency of expenditure, the Council may be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

10.0 Freedom of Information

- 10.1** Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.
- 10.2** In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.
- 10.3** If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it

clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

- 10.4** Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
- 10.5** In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

For guidance on this issue see: <http://www.ico.gov.uk>

11.0 Disqualification

- 11.1** The Council reserves the right to reject or disqualify a Tenderer’s Tender submission where:
- 11.1.1** The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 15 of the Council’s General Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or
- 11.1.2** The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.
- 11.1.3** The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.
- 11.1.4** The Tenderer :
- a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or
 - b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
 - c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
 - d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to

any Tender or proposed Tender for the services any act or omission.

11.2 Any disqualification will be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract. The Non-Collusive Tendering Certificate must be completed and returned as instructed.

11.3 The Council reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control or financial stability of the Tenderer at any point in the process up to award of a contract and such change of control or financial stability has a materially adverse effect on the Tenderer's financial viability or ability to otherwise meet the requirements of the procurement process.

12.0 E-Procurement

As part of its procurement strategy Shropshire Council is committed to the use of technology that can improve the efficiency of procurement. Successful Tenderers may be required to send or receive documents electronically. This may include purchase orders, acknowledgements, invoices, payment advices, or other procurement documentation. These will normally be in the Council's standard formats, but may be varied under some circumstances so as not to disadvantage small and medium suppliers.

13.0 Award of Contract

13.1 Award Criteria

The Award Criteria has been set out within the Tender Response Document accompanying this invitation to tender. The Council is not bound to accept the lowest or any Tender.

13.2 Award Notice

The Council will publish the name and addresses of the successful Tenderers in the Official Journal of the European Union (OJEU) where appropriate. The Contracting Authority reserves the right to pass all information regarding the outcome of the Tendering process to the Office of Fair Trading to assist in the discharge of its duties. Additionally, the Council will adhere to the requirements of the Freedom of Information Act 2000 and Tenderers should note this statutory obligation.

13.3 Transparency of Expenditure

Further to its obligations regarding transparency of expenditure, the Council may also be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

14.0 Value of Contract

Shropshire Council cannot give any guarantee in relation to the value of this contract to be awarded under this framework arrangement. Additionally, there is no guarantee that an individual framework supplier will be awarded any business under this agreement.

15.0 **Acceptance**

15.1 Tenders must be submitted strictly in accordance with the terms of the Council's Invitation to Tender documentation and acceptance of the tender shall be conditional on compliance with this Tender Condition.

15.2 The Tender documentation including, the General and Special Terms and Conditions of Contract, the Tender Response document, these Instructions to Tender, together with the formal written acceptance by the Council will form a binding agreement between the Contractor and the Council. If accepted, the Contractor will form part of a framework of service providers of **lithographical printing services** who will be asked to quote as appropriate for **various projects** throughout the duration of this framework arrangement. Once a quotation is accepted, an individual contract will be formed which will be subject to the terms of the documents described above.

15.3 Please note, if accepted onto the framework, the prices tendered by you will be used as a benchmark against the prices you quote for **lithographical printing services**. If it is found your quoted prices consistently exceed the range of prices tendered, you may be removed from the framework arrangement. Allowances will be made when benchmarking, for inflation and general.

15.4 All successful Tenderers accepted onto the framework will be required to work to strict quality standards and deadlines, as detailed in individual purchase orders, failure to meet such quality standards or deadlines will result in a breach of a condition of contract and remedies will be sought, as appropriate, by the Council.

15.5 Please also note that the Council will monitor the quality of work supplied and delivery of such work under the framework and reserve the right to remove any successful Tenderer from the framework where they fail to meet reasonable standards in these areas].

15.6 The Tenderer shall be prepared to commence the provision of the supply and services on the start date of the contract/framework arrangement being **01st April 2014**.

16.0 **Payment Terms**

Tenderers should particularly note that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods, Works or Services are made after the provision. Therefore any indication of a pricing strategy within a Tender which provides for substantial payments at the outset of the Contract will be examined carefully to decide whether or not a Tender in such form can be accepted. If in the opinion of the Council such substantial payments appear excessive in relation to the requirements of the Contract the Council reserves, without prejudice to any other right to reject any Tender it may

have, the right to require the Tenderer to spread such proportion of the costs as are considered excessive over the duration of the Contract.

17.0 Liability of Council

- 17.1 The Council does not bind himself to accept the lowest or any tender.
- 17.2 The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.
- 17.3 The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.
- 17.4 The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.
- 17.5 Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.

18.0 Declaration

We, as acknowledged by the signature of our authorised representative, accept these Instructions to Tender as creating a contract between ourselves and the Council. We hereby acknowledge that any departure from the Instructions to Tender may cause financial loss to the Council.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

SHROPSHIRE COUNCIL

GENERAL TERMS

AND

CONDITIONS

FOR

THE SUPPLY

OF

GOODS SERVICES AND WORKS

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These General Terms and Conditions are incorporated in contracts **of all values and types** made between Shropshire Council and a Contractor for the supply of Goods and Services (as defined below).

Only those Terms and Conditions denoted with the suffix **"W"** (**Property Services contracts**) or **"Z"** (**Highways contracts**) will be incorporated into those agreements where a standard form contract is being used to provide Works (as defined below)

1. **DEFINITIONS**

1.1 In this document the following words shall have the following meanings:

'Agreement'	means the Agreement between the Council and the Contractor consisting of the Purchase Order or Form of Agreement, these General Terms and Conditions and any other documents (or parts thereof) specified in the Purchase Order or Form of Agreement.
'Associated Person'	means in respect of the Council, a person, partnership, limited liability partnership or company (and company shall include a company which is a subsidiary, a holding company or a company that is a subsidiary of the ultimate holding company of that company) in which the Council has a shareholding or other ownership interest.
'Bribery Act'	the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
"Council Data"	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (a) supplied to the Contractor by or on behalf of the Council; or which the Contractor is required to generate, process, store or transmit pursuant to this Agreement; or (b) any Personal Data for which the Council is the Data Controller;
"Council Software"	software which is owned by or licensed to the Council, including software which is or will be used by the Contractor for the purposes of providing the Services but excluding the Contractor Software;
"Council System"	the Council's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Council or the Contractor in connection with this Agreement which is owned by or licensed to the Council by a third party and which interfaces with the Contractor System or which is necessary for the Council to receive the Services;
"Council Representative"	the representative appointed by the Council
"Council"	means Shropshire Council
"Commercially Sensitive Information"	comprises the information of a commercially sensitive nature relating to the Contractor, its Intellectual Property Rights or its business which the Contractor has indicated to the Council in writing that, if disclosed by the Council, would cause the Contractor significant commercial disadvantage or material financial loss;
"Confidential Information"	any information, which has been designated as confidential by either Party in writing or that ought reasonably to be considered as confidential however it is conveyed, including information that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Council or the Contractor, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") ;
"Contractor"	means the person, firm or company or any other organisation specified in the Agreement contracting with the Council.
"Contractor Equipment"	the hardware, computer and telecoms devices and equipment supplied by the Contractor or its Sub contractors (but not hired, leased or loaned from the Council) for the provision of the Services;
"Contractor Software"	software which is proprietary to the Contractor, including software which is or will be used by the Contractor for the purposes of providing the Services;

"Contractor System"	the information and communications technology system used by the Contractor in performing the Services including the Software, the Contractor Equipment and related cabling (but excluding the Council System);
"Contractor Personnel"	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;
"Data Controller"	shall have the same meaning as set out in the Data Protection Act 1998
"Data Processor"	shall have the same meaning as set out in the Data Protection Act 1998
"Data Protection Legislation"	the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
"Data Subject"	shall have the same meaning as set out in the Data Protection Act 1998;
"EIR"	means the Environmental Information Regulations 2004 (as may be amended from time to time.)
"Exempt Information"	means any information or class of information (including but not limited to any document, report, Agreement or other material containing information) relating to this Agreement or otherwise relating to the parties to this Agreement which potentially falls within an exemption to FOIA (as set out therein)
"FOIA"	means the Freedom of Information Act 2000 and all subsequent regulations made under this or any superseding or amending enactment and regulations; any words and expressions defined in the FOIA shall have the same meaning in this clause
"FOIA notice"	means a decision notice, enforcement notice and/or an information notice issued by the Information Commissioner
"Form of Agreement"	means the contract document (other than a Purchase Order) to which these General Terms and Conditions are attached or referred to
"Goods"	means all goods specified in the Agreement.
"Hazardous Goods"	means any solid, liquid, or gas that can cause harm to humans and other living organisms due to being radioactive, flammable or explosive, irritating or damaging the skin or lungs, interfering with oxygen intake and absorption (asphyxiants), or causing allergic reactions (allergens).
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Intellectual Property Rights"	means all patents, registered and unregistered designs, copyright, trade marks, know-how and all other forms of intellectual property wherever in the world enforceable
"Law"	any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;
"Malicious Software"	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Packages"	includes bags, cases, cylinders, drums, pallets and other containers

"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998;
"Price"	means the price of the Goods and/or charge for the Services or Works being provided by the Contractor
'Prohibited Act'	the following constitute Prohibited Acts: (a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement; (c) committing any offence: (i) under the Bribery Act; (ii) under legislation creating offences concerning fraudulent acts; (iii) at common law concerning fraudulent acts relating to this Agreement or any other contract with the Council; or (d) defrauding, attempting to defraud or conspiring to defraud the Council.
"Public body"	as defined in the FOIA 2000
'Purchase Order'	means the Council's official order which encompasses orders written or electronically generated via any of the Council's ordering systems and to which these General Terms and Conditions are attached or referred to
"Receiving Party"	means a party to this Agreement to whom a Request for Information is made under FOIA, and who thereafter has overall conduct of the request and any response
'Regulated Activity'	in relation to children, as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006, and in relation to vulnerable adults, as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.
'Regulated Provider'	as defined in section 6 of the Safeguarding Vulnerable Groups Act 2006
"Regulatory Bodies"	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Council and "Regulatory Body" shall be construed accordingly;
"Request for Information"	means a written request for information pursuant to the FOIA as defined by Section 8 of the FOIA
"Security Policy"	the Council's security policy as updated from time to time;
"Services"	means any and all of the services to be provided by the Contractor under this Agreement including those set out in any schedules or service descriptions.
'Software'	Specially Written Software, Contractor Software and Third Party Software;
'Specially Written Software'	any software created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of this Agreement;
'Sub-Contract'	any contract or agreement, or proposed contract or agreement between the Contractor and any third party whereby that third party agrees to

	provide to the Contractor the Goods, Works or Services or any part thereof, or facilities or services necessary for the provision of the Goods, Works or Services or any part of the Goods, Works or Services, or necessary for the management, direction or control of the Goods, Works or Services or any part of thereof.
'Sub-Contractor'	the third parties that enter into a Sub-Contract with the Contractor.
"Third Party Software"	software which is proprietary to any third party which is or will be used by the Contractor for the purposes of providing the Services
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales.
"Works"	means all civil engineering and building works of whatever nature to be provided by the Contractor to the Council
'Writing'	includes facsimile transmission and electronic mail, providing that the electronic mail is acknowledged and confirmed as being received.

- 1.2 Clause and paragraph headings shall not affect the interpretation of these terms and conditions.
- 1.3 A person includes an individual, firm, company, corporation, unincorporated body of persons, or any state or any agency of any person.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 A reference to a holding company or subsidiary means a holding company or subsidiary as defined in section 1159 of the Companies Act 2006.
In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that:
- (i) references in sub-sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and
 - (ii) the reference in sub-section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.
- 1.6 Words in the singular shall include the plural and vice versa.
- 1.7 A reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.9 A reference to writing or written includes faxes but not e-mail, unless otherwise specifically agreed.
- 1.10 Any obligation in these terms and conditions on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 References to clauses are to the clauses of these terms and conditions.
- 1.12 Where any statement is qualified by the expression so far as the Contractor is aware or to the Contractor's knowledge or any similar expression, that statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.
- 1.13 Where there is any conflict or inconsistency between the provisions of these terms and conditions or any other document forming part of the agreement with the Council, such conflict or inconsistency shall be resolved in a manner at the Council's sole discretion.

2 GENERAL

- 2.1 When requested, the Contractor shall specify the Goods, Services or Works to be provided at the price payable.
- 2.2 No variation of these General Terms and Conditions shall be binding unless agreed expressly in Writing by both the Council and the Contractor.

2.3 These General Terms and Conditions shall apply to the exclusion of any other terms or conditions submitted, proposed or stipulated by the Contractor, whether in Writing or orally, and any such other term or condition is hereby expressly excluded or waived.

2.4 The Contractor shall complete the Works or Services or supply the Goods within the agreed times but time shall not be of the essence in the performance of any services unless expressly stated in Writing by the Council.

3 SPECIFICATION AND QUALITY OF THE GOODS, SERVICES AND WORKS

3.1 The quantity, quality and description of the Goods or Services shall comply in all respects with any quoted British Standards and the specification or illustration contained in any product pamphlet or other sales or marketing literature of the Contractor or drawings, samples and patterns specified in the Agreement or any modifications thereof that may be agreed by the Council in Writing.

3.2 All Goods will be of good construction, sound materials, and of adequate strength, shall be free of defects in design materials and workmanship, and shall comply with the requirements of the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982, as applicable to this Agreement and as amended by any related statutes, and any statutory re-enactment(s) or modification(s) thereof.

4 ALTERATIONS TO THE SPECIFICATION OF GOODS AND SERVICES

4.1 The parties may at any time mutually agree upon and execute alterations in the scope of Goods, Works or Services to be provided under this Agreement

4.2 On receipt of a request from the Council for alterations the Contractor shall, within 5 working days or such other period as may be agreed between the parties, advise the Council by notice in Writing of the effect of such alterations, if any, on the price and any other terms already agreed between the parties

4.3 Where the Contractor gives written notice to the Council agreeing to perform any alterations on terms different to those already agreed between the parties, the Council shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise the Contractor by notice in Writing whether or not it wishes the alterations to proceed thereafter the Contractor shall perform this Agreement upon the basis of such amended terms

5 PRICE AND PAYMENT

5.1 The price for the supply of Goods and Services are as set out in the Agreement and the Contractor shall invoice the Council at the time the Goods are despatched or the Services are provided.

5.2 The Price, which shall include all charges for delivery to the Council, packaging, insurance and carriage, shall be exclusive of VAT and shall be a fixed price for the duration of the Agreement and shall not be varied without prior written consent of the Council.

5.3 The Council reserves the right to set off against the price of the Goods or Services any sums owed or becoming due to the Council from the Contractor.

5.4 Provided that a nominated employee or authorised signatory of the Council has signed for Goods or Services the Council will make payment to the Contractor by BACS (Bank Automated Clearing System) within 30 days following of receipt of the relevant undisputed invoice or acceptance of the relevant Goods or Services. No other method of payment shall be acceptable and the Contractor shall ensure that their bank account details are provided to the Council at least 30 days prior to payment becoming due to enable the payment to be

made. The Council shall not be liable for any late payment charges where the Contractor fails to provide the Council with their correct bank account details in accordance with this clause.

- 5.5 If the Council fails to make any payment due to the Contractor under this agreement by the due date for payment, then the Council shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment.
- 5.6 VAT, where applicable, shall be shown separately on all invoices as a strictly net extra, the Invoice must comply with VAT rules and regulations. The correct Purchase Order number must be quoted on all invoices, and the Council will accept no liability whatsoever for invoices, delivery notes or other communications which do not bear such Purchase Order numbers.
- 5.7 The Council reserves the right to refuse payment of sums invoiced in excess of the prices stated in the Agreement.
- 5.8 Unless otherwise agreed in Writing by the Council the Contractor will pay any of its appointed sub-contractors within 30 days from receipt of an undisputed invoice.

6 DELIVERY

- 6.1 The Agreement will specify the quantity of Goods and the nature of the Services required and the date or dates and place of delivery of the Goods or provision of the Service or Services. The Contractor shall provide such programmes of manufacture and delivery as the Council may require. Each delivery or consignment shall have a packing note quoting the reference number of the Purchase Order (where applicable) prominently displayed, and the Council may reject quantities delivered in excess of those stated on the Agreement.
- 6.2 If Goods are in any respect incorrectly delivered the Contractor shall immediately affect correct delivery and shall be responsible for any additional costs or expenses incurred by both parties in so doing.
- 6.3 If Services are provided by the Contractor otherwise than in accordance with the terms of the Agreement, the Contractor shall immediately affect correct provision of the Services and shall be responsible for any additional costs or expenses incurred by the Council or the Contractor in so doing.
- 6.4 The Council may reject any Goods which are not in accordance with the Agreement and the Council shall not be treated as having accepted any Goods until the Council has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after a latent defect in the Goods has become apparent.
- 6.5 The Contractor shall comply with all applicable regulations or other legal requirements as regards the manufacture, packaging, labelling, and delivery of the Goods. The Contractor shall deliver the Goods properly and securely packed and supply the Services during the Council's usual business hours (8:45 to 17:00 Monday to Thursday and 8:45 to 16:00 Friday) or in accordance with the instructions shown on the Agreement.
- 6.6 Where Goods are delivered by road vehicle, available empty Packages may be returned by the same vehicle.
- 6.7 Where the Council has an option to return Packages and does so, the Council will return such Packages empty and in good order and condition (consigned 'carriage paid' unless otherwise agreed) to the Contractor's supplying works or depot indicated by the Contractor, and will advise the Contractor of the date of despatch.

6.8 Packages and containers of all kinds are supplied free by the Contractor and are non-returnable unless otherwise clearly stated, in the first instance, on quotations and subsequently on all Packages, advice notes and delivery notes.

7. LOSS OR DAMAGE IN TRANSIT

7.1 The Contractor shall promptly make good, free of charge to the Council, any loss in transit of the Goods if notified within 21 days of delivery or any damage to or defect in the Goods if notified within 10 days of delivery.

8. INSPECTION

8.1 The Contractor shall be responsible for the inspection and testing of the Goods and shall ensure that they comply with the Agreement prior to delivery to the Council. The Council shall have the right to inspect the Goods at the Contractor's works and those of its Sub-Contractors at all reasonable times and to reject any part thereof that does not comply with the terms of the Agreement.

8.2 The Contractor shall ensure that rights of access, inspection and rejection at premises of any sub-Contractor of the Contractor are given to the Council in sub-agreements between the Contractor and the Contractor's Sub-Contractors. Any inspection, checking, approval or acceptance given on behalf of the Council shall not relieve the Contractor or its Sub-Contractors from any obligations or liabilities set forth in this Agreement.

9. REJECTION

9.1 The Council shall have the right to reject any Goods or Services which do not comply with the Agreement, and are, without limitation, not of a stipulated quality or quantity or measurement, unfit for the purpose for which they are required or non-compliant with a description or specification or sample, and the Council may return such rejected Goods to the Contractor at the Contractor's cost and expense.

9.2 If the Contractor is unable to supply acceptable replacement Goods or Services within the time specified in the Agreement, or within any extension of such time as the Council may grant, the Council will be entitled to purchase elsewhere other Goods or Services, as near as is practicable to the same Agreement specifications as circumstances shall permit, but without prejudice to any other right which the Council may have against the Contractor including, but not limited to, payment by the Contractor of any excess costs incurred by the Council in doing so.

9.3 The making of such payment shall not prejudice the Council's right of rejection and the Contractor shall immediately reimburse the Council with an amount equal to that paid by the Council in respect of the Goods or Services and any applicable taxes. Before exercising the said right elsewhere the Council shall give the Contractor reasonable opportunity to replace rejected Goods or Services with Goods or Services that conform to the Agreement.

9.4 The Council is under no obligation to test or inspect the Goods before or on delivery.

10 TITLE - PASSING PROPERTY

10.1 Property and risk in the Goods will remain with the Contractor until the Goods are delivered to the place specified in the Agreement and a nominated employee of the Council has signed a delivery note for them, whereupon title will pass to the Council, without any limitation, constraint or encumbrance.

- 10.2 If payment for the Goods is made prior to delivery, property in the Goods shall pass to the Council once payment has been made and the Goods have been unconditionally appropriated by the Council.
- 10.3 In these circumstances the Contractor will set aside the Goods and store them separately from similar Goods held at the Contractors premises specified in the Agreement and ensure that they are securely, clearly and visibly marked with the wording "Property of Shropshire Council" so as to identify those Goods as having been unconditionally appropriated by the Council to whose order they are held
- 10.4 The Contractor will allow a named representative of the Council reasonable accompanied access to its premises specified in the Agreement to verify compliance with clause 10.3 herein and will immediately rectify any non-compliance as identified by the Council's named representative
- 10.5 The Contractor will indemnify the Council for any loss of or damage to the Goods until delivered on-site.
- 10.6 Without prejudice to this indemnity the Contractor will have appropriate and adequate insurance cover against any such loss or damage with a reputable insurer from the time that title in the materials or Goods passes to the Council until they are delivered on-site and the Contractor shall provide the Council with certified copies of the relevant policy upon request.
- 10.7 The Contractor agrees that the Council has the right to enter the Contractor's premises specified in the Agreement where Goods are being held in order to recover the said materials or Goods in the event of the Contractors' insolvency

11 THE COUNCIL'S OBLIGATIONS

- 11.1 To enable the Contractor to perform its obligations under this Agreement the Council shall:
- a) co-operate with the Contractor;
 - b) provide the Contractor with any information reasonably required by the Contractor;
 - c) obtain all necessary permissions and consents which may be required before the commencement of the Services or the supply of Goods; and
 - d) comply with such other requirements as may be otherwise agreed between the parties.
- 11.2 Without prejudice to any other rights to which the Contractor may be entitled, in the event that the Council unlawfully terminates or cancels the Goods or Services agreed to in the Agreement the Council shall be required to pay to the Contractor as agreed damages and not as a penalty the full amount of any third party costs to which the Contractor has reasonably committed and in respect of cancellations on less than five working days' written notice the full amount of the Goods and Services.

12. WARRANTIES

- 12.1 The Contractor warrants that as from the date of delivery for a minimum period of 12 months the Goods and all their component parts, where applicable, are free from any defects in design, workmanship, construction or materials. Where certain Goods carry warranties for longer periods the Contractor will notify the Council of these from time to time as appropriate.
- 12.2 The Contractor warrants that the Services performed under this Agreement shall be performed using reasonable skill and care, and of a quality conforming to generally accepted industry standards and practices.

13 INDEMNIFICATION

13.1 The Council shall indemnify the Contractor against all reasonable claims, costs and expenses which the Contractor may incur and which arise, directly from the Council's breach of any of its obligations under this Agreement.

13.2 The Contractor shall indemnify the Council against all reasonable damage, liability, costs, claims, actions and proceedings arising out of the performance, defective performance or otherwise of this Agreement by the Contractor, its employees, servants or agents

14 TERMINATION AND CANCELLATION

14.1 The Council upon giving the Contractor notice in Writing may cancel any Agreement at any time. A fair and reasonable price will be paid for all work in progress at the time of the cancellation, providing all such work is delivered to, and/or performed for the Council and is accepted as described in Clauses 6 to 9 herein. The Council's liability is strictly limited to work in progress and no further loss or liability will accrue.

14.2 Either party may terminate this Agreement forthwith by notice in Writing to the other if:

a). the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 14 calendar days of being given notice in Writing setting out the breach and indicating that failure to remedy the breach may result in termination of this Agreement.

b). the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;

c). the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;

d). the other party ceases to carry on its business or substantially the whole of its business; or

e). the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

15 PREVENTION OF BRIBERY (W) (Z)

15.1 The Contractor:

a) shall not, and shall procure that all Contractor Personnel shall not, in connection with this Agreement commit a Prohibited Act;

b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Council, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Agreement.

15.2 The Contractor shall:

a) if requested, provide the Council with any reasonable assistance, at the Council's reasonable cost, to enable the Council to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;

b) the Contractor shall, within 10 Working Days of a request from the Council, certify to the Council in writing (such certification to be signed by an officer of the Contractor) the Contractor's compliance with this clause 15 and provide such supporting evidence of compliance with this clause 15 by the Contractor as the Council may reasonably request.

- 15.3 If any breach of clause 15.1 is suspected or known, the Contractor must notify the Council immediately.
- 15.4 If the Contractor notifies the Council that it suspects or knows that there may be a breach of clause 15.1, the Contractor must respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation. This obligation shall continue for two years following the expiry or termination of this Agreement.
- 15.5 The Council may terminate this Agreement by written notice with immediate effect, and recover from the Contractor the amount of any loss directly resulting from the cancellation, if the Contractor or Contractor Personnel (in all cases whether or not acting with the Contractor's knowledge) breaches clause 15.1. At the Council's absolute discretion, in determining whether to exercise the right of termination under this clause 15.5, the Council shall give consideration, where appropriate, to action other than termination of this Agreement unless the Prohibited Act is committed by the Contractor or a senior officer of the Contractor or by an employee, Sub-Contractor or supplier not acting independently of the Contractor. The expression "not acting independently of" (when used in relation to the Contractor or a Sub-Contractor) means and shall be construed as acting:
- a) with the authority; or,
 - b) with the actual knowledge;
of any one or more of the directors of the Contractor or the Sub-Contractor (as the case may be); or
 - c) in circumstances where any one or more of the directors of the Contractor ought reasonably to have had knowledge.
- 15.6 Any notice of termination under clause 15.5 must specify:
- a) the nature of the Prohibited Act;
 - b) the identity of the party whom the Council believes has committed the Prohibited Act; and
 - c) the date on which this Agreement will terminate.
- 15.7 Despite clause 42 (Disputes), any dispute relating to:
- a) the interpretation of clause 15; or
 - b) the amount or value of any gift, consideration or commission,
- shall be determined by the Council and its decision shall be final and conclusive.
- 15.8 Any termination under clause 15.5 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

16 INTELLECTUAL PROPERTY RIGHTS

- 16.1 Any specification, drawing, sample and pattern supplied by the Council to the Contractor, or specifically produced by the Contractor for the Council in connection with this Agreement, together with the copyright, design rights or any other intellectual property rights thereto shall be the exclusive property of the Council. On payment of the price and for no further consideration the Contractor assigns to the Council with full title guarantee all such copyright, design and other intellectual property rights.
- 16.2 The Contractor shall not disclose to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) or provide any such specification, drawing, sample or pattern to any third party or use the same except to the extent that it is or becomes public knowledge through no fault of the Contractor, or as is required for the purposes of the Agreement.
- 16.3 This provision shall survive the expiration or termination of the Agreement.

17 INDEPENDENT CONTRACTORS

17.1 The Contractor and the Council are independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in Writing by both parties.

18 SEVERABILITY

18.1 If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

19 ASSIGNMENT, TRANSFER AND SUB-CONTRACTING

19.1 The Council may, subject to clause 19.2:
(a) assign any of its rights under the Agreement; or
(b) transfer all of its rights or obligations by novation, to another person.

19.2 The consent of the Contractor is required for an assignment or transfer by the Council unless:
(a) the assignment or transfer is to an Associated Person of the Council; or
(b) either the Council or the Contractor have committed a breach of this Agreement which gives the other party the right under the terms of this Agreement to terminate the Agreement. Any such consent must not be unreasonably withheld or delayed and if not expressly refused within five Working Days shall be deemed given.

19.3 The Contractor may not assign any of its rights, or transfer any of its rights or obligations under the Agreement.

19.4 The Contractor will not, without the written consent of the Council sub-contract its right or obligations under this Agreement nor allow Services to be provided other than through his own employees and using his own equipment.

19.5 In the event that the Council has consented to the placing of sub-contracts, copies of each sub-contract and order shall be sent by the Contractor to the Council immediately it is issued.

19.6 Notwithstanding the Contractor's right to sub-contract pursuant to this clause 19, the Contractor shall remain responsible for all acts and omissions of its Sub-contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own. An obligation on the Contractor to do, or to refrain from doing, any act or thing shall include an obligation upon the Contractor to procure that its employees, staff, agents and Sub-contractors' employees, staff and agents also do, or refrain from doing, such act or thing.

20 WAIVER

20.1 The failure by either party to enforce at any time or for any period any one or more of these General Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all the terms and conditions of this Agreement.

21 HAZARDOUS GOODS

21.1 Hazardous Goods must be marked by the Contractor with International Danger Symbol(s) and display the name of the material in English. Transport and other documents must include declaration of the hazard and name of the material in English. Goods must be accompanied by emergency information in English in the form of written instructions, labels or markings. The Contractor shall observe the requirements of UK and international laws,

regulations and agreements relating to the packing, labelling and carriage of hazardous Goods.

- 21.2 All information known, held by, or reasonably available to, the Contractor regarding any potential hazards known or believed to exist in transport, handling or use of the Goods supplied shall be promptly communicated to the Council.

22 NOTICES

- 22.1 Unless otherwise communicated to the party in Writing any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party that is the registered office or main place of business of the Contractor or if the Council, the Shirehall, Abbey Foregate, Shrewsbury. SY2 6ND

- 22.2 A Notice sent by email shall be deemed to be received providing receipt is acknowledged and confirmed, Notice sent by fax shall be deemed to be served on receipt of an error free transmission report, Notice given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by second class post shall be deemed to have been delivered in the ordinary course of post and if by first class post shall be deemed to have been delivered 48 hours after posting and acknowledged

23 CONFIDENTIALITY (W) (Z)

- 23.1 All plans, drawings, designs or specifications supplied by the Council to the Contractor shall remain the exclusive property of, and shall be returned to the Council on completion of the Agreement and shall not be copied, and no information relating to the Goods or the Services shall be disclosed to any third party, except as required for the purpose of this Agreement.

- 23.2 No photographs of any of the Council's equipment, installations or property shall be taken without the Council's prior consent in Writing. The Contractor shall keep secret and shall not divulge to any third party (except sub-contractors accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the sub-agreement) all information given by the Council in connection with the Agreement or which becomes known to the Contractor through his performance of the Agreement or use the same other than for the purpose of executing the Agreement.

- 23.3 The Contractor shall not mention the Council's name in connection with the Agreement or disclose the existence of the Agreement in any publicity material or other similar communication to third parties without the Council's prior consent in Writing.

- 23.4 The Contractor will keep confidential any information it becomes aware of by reason of the operation of this Agreement.

- 23.5 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement, each party shall:

23.5.1 treat the other party's Confidential Information as confidential; and

23.5.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent

- 23.6 Clause 23.5 shall not apply to the extent that:

23.6.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the Audit Commission Act 1998 or under the FOIA or the Environmental Information Regulations pursuant to the above clause regarding Freedom of Information;

23.6.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

- 23.6.3 such information was obtained from a third party without obligation of confidentiality;
 - 23.6.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
 - 23.6.5 it is independently developed without access to the other party's Confidential Information.
- 23.7 The Contractor may only disclose the Council's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.
- 23.8 The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Council's Confidential Information received otherwise than for the purposes of this Agreement
- 23.9 Nothing in this Agreement shall prevent the Council from disclosing the Contractor's Confidential Information:
- 23.9.1 to any consultant, contractor or other person engaged by the Council;
 - 23.9.2 for the purpose of the examination and certification of the Council's accounts or any other form of audit of the Council;
- 23.10 The Council shall use all reasonable endeavours to ensure that any government department, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to this Agreement is made aware of the Council's obligations of confidentiality.
- 23.11 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.
- 23.12 The provisions of this Clause shall survive the expiration or termination of this Agreement.

23A AGREEMENT STATUS AND TRANSPARENCY (W) (Z)

- 23A.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement and any associated tender documentation provided by the Contractor (the Tender Submission) is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any of the content of the Agreement or the Tender Submission is exempt from disclosure in accordance with the provisions of the FOIA.
- 23A.2 Notwithstanding any other term of this Agreement, the Contractor hereby gives his consent for the Council to publish this Agreement and the Tender Submission in its entirety, including from time to time agreed changes to the Agreement, to the general public.
- 23A.3 The Council may consult with the Contractor to inform its decision regarding any exemptions but the Council shall have the final decision in its absolute discretion.
- 23A.4 The Contractor shall assist and cooperate with the Council to enable the Council to publish this Agreement and the Tender Submission.

24 COUNCIL DATA

- 24.1 The Contractor shall not delete or remove any copyright or proprietary notices contained within or relating to the Council Data.

- 24.2 The Contractor shall not store, copy, disclose, or use the Council Data except as necessary for the performance by the Contractor of its obligations under this Agreement or as otherwise expressly authorised in writing by the Council and in particular the Contractor shall not store any Council Data, which the Council has notified the Contractor requires storage in an encrypted format, on any portable device or media unless that device is encrypted.
- 24.3 To the extent that Council Data is held and/or processed by the Contractor, the Contractor shall supply that Council Data to the Council as requested by the Council in any format specified in this Agreement or if none specified in any format reasonably requested by the Council.
- 24.4 The Contractor shall take responsibility for preserving the integrity of Council Data and preventing the corruption or loss of Council Data and shall take such back up copies of the Council Data at regular intervals appropriate to the frequency of the revision of the Council Data.
- 24.5 The Contractor shall ensure that any system on which the Contractor holds any Council Data, including back-up data, is a secure system that complies with the Security Policy to include, but not limited to, the following requirements in the Security Policy:
- 24.5.1 Access to the system is restricted to Contractor Personnel with a legitimate need to access the Council Data; and
 - 24.5.2 The system is kept up to date with the latest versions of operating system and anti-virus updates; and
 - 24.5.3 Transfer of data to and from the system is conducted in a secure manner.
- 24.6 If the Council Data is corrupted, lost or sufficiently degraded as a result of the Contractor's Default so as to be unusable, the Council may:
- 24.6.1 require the Contractor (at the Contractor's expense) to restore or procure the restoration of Council Data as soon as practicable; and/or
 - 24.6.2 itself restore or procure the restoration of Council Data, and shall be repaid by the Contractor any reasonable expenses incurred in doing so including the restoration of the Council Data.
- 24.7 If at any time the Contractor suspects or has reason to believe that Council Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Council via the Council's ICT Helpdesk immediately and inform the Council of the remedial action the Contractor proposes to take.
- 24.8 The Contractor shall check for and delete Malicious Software and if Malicious Software is found, the parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Council Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.
- 24.9 Any cost arising out of the actions of the parties taken in compliance with the provisions of sub-clause .8 above shall be borne by the parties as follows:
- 24.9.1 by the Contractor where the Malicious Software originates from the Contractor Software, the Third Party Software or the Council Data (whilst the Council Data was under the control of the Contractor); and
 - 24.9.2 by the Council if the Malicious Software originates from the Council Software or the Council Data (whilst the Council Data was under the control of the Council).

25 PROTECTION OF PERSONAL DATA

25.1 With respect to the parties' rights and obligations under this Agreement, the parties agree that the Council is the Data Controller and that the Contractor is the Data Processor.

25.2 The Contractor shall:

25.2.1 Process the Personal Data only in accordance with instructions from the Council (which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by the Council to the Contractor during the term of this Agreement);

25.2.2 Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;

25.2.3 implement appropriate technical and organisational measures, including but not limited to ensuring that Personal Data is not stored on any portable equipment or storage device or media unless encrypted, to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

25.2.4 take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;

25.2.5 obtain prior written consent from the Council in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;

25.2.6 ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Protection of Personal Data clause ;

25.2.7 ensure that no Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Council;

25.2.8 notify the Council (within five Working Days) if it receives:

- a) a request from a Data Subject to have access to that person's Personal Data; or
- b) a complaint or request relating to the Council's obligations under the Data Protection Legislation;

25.2.9 provide the Council with full cooperation and assistance in relation to any complaint or request made, including by:

- a) providing the Council with full details of the complaint or request;
- b) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Council's instructions;
- c) providing the Council with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Council); and
- d) providing the Council with any information requested by the Council;

25.2.10 permit the Council or the Council Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with the Audit clause, the Contractor's data Processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Council to enable the Council to verify and/or procure that the Contractor is in full compliance with its obligations under this Agreement;

25.2.11 provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Council); and

25.2.12 not process Personal Data outside the United Kingdom without the prior written consent of the Council and, where the Council consents to a transfer, to comply with:

- a) the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
- b) any reasonable instructions notified to it by the Council

25.2.13 The Contractor shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the Council to breach any of its applicable obligations under the Data Protection Legislation.

25.2.14 The Contractor shall ensure that its employees and agents are aware of and comply with this clause and shall indemnify the Council against any loss or damage sustained or incurred as a result of any breach of this clause.

26 COUNCIL DATA AND PERSONAL INFORMATION AUDITS

26.1 Except where an audit is imposed on the Council by a Regulatory body, the Council may, acting reasonably, conduct an audit for the following purposes:

26.1.1 to review the integrity, confidentiality and security of the Council Data;

26.1.2 to review the Contractor's compliance with the Data Protection Act 1998, the Freedom of Information Act 2000 in accordance with the Protection of Personal Data and Freedom of Information clauses and any other legislation applicable to the Services;

26.2 The Council shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services.

26.3 Subject to the Council's obligations of confidentiality, the Contractor shall on demand provide the Council (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:

26.3.1 all information requested by the Council within the permitted scope of the audit;

26.3.2 reasonable access to any Sites controlled by the Contractor and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services;

26.3.3 access to Contractor Personnel

26.4 The Contractor shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Contractor's performance of the Services.

26.5 The Council shall endeavour to (but is not obliged to) provide at least 5 Working Days notice of its intention to conduct an audit.

26.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause.

26.7 This clause shall not apply to any audit or inspection regarding the provision of the Services specified in the Service Specification or elsewhere in this Agreement which may be conducted as specified in this Agreement.

27. PUBLIC INTEREST DISCLOSURE ('WHISTLE BLOWING') (W)(Z)

27.1 The Contractor will ensure that his employees and agents are made aware of the Council's policy "Speaking Up About Wrongdoing" and that the details of this policy are fully explained to them and shall provide the Council with evidence of doing so upon request

28 INSURANCE

- 28.1 The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover, or in accordance with any legal requirement for the time being in force, in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss, and unless otherwise agreed with the Council such policy or policies of Public Liability and Employers Liability insurance shall provide for a minimum of £5,000,000 (FIVE MILLION POUNDS) cover. In respect of death or personal injury due to negligence will be unlimited.
- 28.2 If appropriate and requested in Writing, the Contractor may also be required to provide Product Liability insurance of at least £2,000,000 (TWO MILLION POUNDS) cover for any one claim.
- 28.3 Where the Contractor is providing Services of a professional nature, or the Council otherwise specifies that professional indemnity insurance is required, the Contractor shall hold and maintain professional indemnity insurance cover and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain appropriate cover. To comply with its obligations under this clause, and as a minimum, the Contractor shall ensure professional indemnity insurance held by the Contractor and by any agent, Sub-Contractor or consultant involved in the performance of Services has a limit of indemnity of not less than £1,000,000 (ONE MILLION POUNDS) for any occurrences arising out of each and every event. Such insurance shall be maintained for a minimum of six years following the expiration or earlier termination of the agreement.
- 28.4 The Contractor warrants that it has complied with this clause 28 and shall provide the Council with certified copies of the relevant policies upon request together with receipts or other evidence of payment of the latest premiums due under those policies.
- 28.5 If, for whatever reason, the Contractor] fails to give effect to and maintain the insurances required by the agreement the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.

29. EQUALITIES (W) (Z)

- 29.1 The Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race or ethnic origin, disability, gender, sexual orientation, religion or belief, or age in the supply and provision of Goods, Services or Works under this Agreement, or in its employment practices.
- 29.2 Without prejudice to the generality of the foregoing, the Contractor and any Sub-Contractor employed by the Contractor shall not unlawfully discriminate within the meaning and scope of the Equalities Act 2010 or other relevant legislation, or any statutory modification or re-enactment thereof.
- 29.3 In addition, the Contractor and any Sub-Contractor employed by the Contractor in providing services to the Council will comply with the general duty imposed on local authorities by Section 149 of the Equality Act 2010 to eliminate discrimination, harassment and victimisation and promote equality of opportunity between persons who share a protected characteristic and those who do not share it and to foster good relations between persons who share a protected characteristic and those who do not share it .
- 29.4 The Contractor and any Sub-Contractor employed by the Contractor will take all reasonable steps to observe as far as possible the Codes of Practice produced by the Equalities and Human Rights Commission, which give practical guidance to employers on the elimination of discrimination.

29.5 In the event of any finding of unlawful discrimination being made against the Contractor or any Sub-Contractor employed by the Contractor during the contract period, by any court or employment tribunal, or any adverse finding or formal investigation by the Equalities and Human Rights Commission over the same period, the Contractor shall inform the Council of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.

29.6 The Contractor and any Sub-Contractor employed by the Contractor will provide a copy of its policies to the Council at any time upon request. In addition, the Council may reasonably request other information from time to time for the purpose of assessing the Contractor's compliance with the above conditions.

30 HUMAN RIGHTS (W) (Z)

30.1 The Contractor shall where appropriate take account of the Human Rights Act 1998 and shall not do anything in breach of it.

31 HEALTH AND SAFETY AT WORK (Z)

31.1 The Contractor will at all times in providing Goods, Services or Works to the Council comply with the provisions of the Health and Safety at work Act 1974 and provide evidence of doing so to the Council at any time upon request.

32 FREEDOM OF INFORMATION ACT 2000 (FOIA) AND ENVIRONMENTAL INFORMATION REGULATIONS 2004 (EIR) (W) (Z)

32.1 The Contractor acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council to enable the Council to comply with its Information disclosure obligations.

32.2 The Contractor shall notify the Council of any Commercially Sensitive Information provided to the Council together with details of the reasons for its sensitivity and the Contractor acknowledges that any lists or schedules of Commercially Sensitive Information so provided are of indicative value only and that the Council may be obliged to disclose such information.

32.3 The Contractor shall and shall procure that its Sub-contractors shall:
32.3.1 transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
32.3.2 provide the Council, at the Contractor's expense, with a copy of all Information in its possession, or power in the form that the Council requires within five Working Days (or such other period as the Council may specify) of the Council's request; and
32.3.3 provide, at the Contractor's expense, all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

32.4 The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations and in considering any response to a Request for Information the Council may consult with the Contractor prior to making any decision or considering any exemption.

32.5 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Council.

32.6 The Contractor acknowledges that (notwithstanding the provisions of this Freedom of Information clause) the Council may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Services:

32.6.1 in certain circumstances without consulting the Contractor; or

32.6.2 following consultation with the Contractor and having taken their views into account;

provided always that where sub-clause 32.6.1 above applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

32.7 The Contractor shall ensure that all Information required to be produced or maintained under the terms of this Agreement, or by Law or professional practice or in relation to the Agreement is retained for disclosure for at least the duration of the Agreement plus one year together with such other time period as required by the Agreement, law or practice and shall permit the Council to inspect such records as requested from time to time.

32.8 The Council shall in no event be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA, or any other Law, of any information (including Exempt Information) whether relating to this Agreement or otherwise relating to any other party.

32.9 Where the Contractor is a Public Body the parties acknowledge that such obligations and duties of the Council as set out above are reciprocal to the Contractor. The Council and the Contractor acknowledge and agree that:

32.9.1 as Public Bodies they are subject to legal duties under the FOIA and EIR which may require either party to disclose on request information relating to this Agreement or otherwise relating to the other party;

32.9.2 they are required by law to consider each and every Request for Information made under FOIA;

32.9.3 that all decisions made by the other pursuant to a request under the FOIA are solely a matter for the Receiving Party and at the discretion of the Receiving Party.

32.9.4 Notwithstanding anything in this Agreement to the contrary (including but without limitation any obligations or confidentiality), the Receiving Party shall be entitled to disclose information in whatever form pursuant to a request made under FOIA, save that in relation to any information that is Exempt Information the Receiving Party shall consult the other party before making any such decision and shall not:

- (a) confirm or deny that information is held by the other party, or
- (b) disclose information required

to the extent that in the Receiving Party's opinion the information is eligible in the circumstances for an exemption and therefore the Receiving Party may lawfully refrain from doing either of the things described in part (a) and (b) of this clause.

32.9.5 each party shall bear its own costs of:

- a) assessing the application of any exemption under FOIA and/or
- b) responding to any FOIA notice and/or
- c) lodging any appeal against a decision of the Information Commissioner in relation to disclosure

32.9.6 the Receiving Party shall in no circumstances be liable for any loss, damage, harm, or detriment, howsoever caused, arising from or in connection with the reasonable disclosure under FOIA of any Exempt Information or other information whether relating to this Agreement or otherwise relating to the other party.

32.9.7 the other party shall assist the Receiving Party with the request as reasonably necessary to enable the Receiving Party to comply with its obligations under FOIA.

33 SAFEGUARDING(W) (Z)

- 33.1 Where the Service or activity being undertaken in this Agreement is a Regulated Activity the Contractor shall :
- (a) ensure that all individuals engaged in the provision of the Service or activity, and prior to commencing the provision of the service or activity, are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service including a check against the adults' barred list or the children's barred list, as appropriate; and
 - (b) monitor the level and validity of the checks under this clause 33.1 for each member of the Contractor's Personnel.
- 33.2 The Contractor warrants that at all times for the purposes of this Agreement it has no reason to believe that any person who is or will be employed or engaged by the Contractor in the provision of a Service or activity that is a Regulated Activity is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.
- 33.3 The Contractor shall immediately notify the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 33 have been met.
- 33.4 The Contractor shall refer information about any person carrying out the Services or the activity to the Disclosure and Barring Service where it removes permission for such person to carry out the Services or activity (or would have, if such person had not otherwise ceased to carry out the Services or the activity) because, in its opinion, such person has harmed or poses a risk of harm to the Service users, children or vulnerable adults.
- 33.5 The Contractor shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to Service users.
- 33.6 Where the service requirement, specification or Purchase Order specifies that the Service or activity to be provided under this Agreement involves a Regulated Activity, or the Council otherwise notifies the Contractor, acting reasonably, that the Contractor's Personnel are required to be subject to a Disclosure and Barring Service check, the Contractor shall comply with clause 33.1 above..

34 SUSTAINABILITY

- 34.1 Contractors should at all times demonstrate how they contribute to the achievement of the Council's Sustainability Policy

35 EXPIRY

- 35.1 The Contractor will on the expiry or termination of the Agreement and, at its own cost, return (or at the request of the Council destroy) all information obtained in undertaking the performance of the Agreement.

36 AUDIT AND MONITORING) (W) (Z)

- 36.1 The Contractor will allow access for the Council's officers to all relevant information for the purposes of audit and the monitoring of the Agreement.

37 RIGHTS OF THIRD PARTIES

- 37.1 The parties to this Agreement do not intend that any of its terms will be enforceable by any person not a party to it by virtue of the Contracts (Rights of Third Parties) Act 1999.

38 ENTIRE AGREEMENT

38.1 This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written.

39 FORCE MAJEURE

39.1 Neither the Council nor the Contractor shall be in breach of this Agreement nor liable for any failure or delay in performing their obligations under this Agreement where it is directly caused, arising from or attributable to acts, events, omissions or accidents beyond its reasonable control ("Force Majeure Event"), provided that:-

39.1.1 any delay by a sub-contractor or supplier of the Party who is delayed will not relieve that Party from liability for delay except where the delay is beyond the reasonable control of the sub-contractor or supplier concerned; and

39.1.2 staff or material shortages or strikes or industrial action affecting only the Party who is delayed will not relieve that Party from liability for delay.

39.2 If the Party is subject to a Force Majeure Event it shall not be in breach of this Agreement provided that:-

39.2.1 it promptly notified the Council in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and

39.2.2 it has used its reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under this Agreement in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible

in which case the performance of that Party's obligations will be suspended during the period that those circumstances persist and that Party will be granted a reasonable extension of time for performance up to a maximum equivalent to the period of the delay.

39.3 Save where that delay is caused by the act or failure to act of the other Party (in which event the rights, remedies and liabilities of the Parties will be those conferred by the other terms of this Agreement and by law):-

39.3.1 any costs arising from that delay will be borne by the Party incurring the same; and

39.3.2 either Party may, if that delay continues for more than 5 weeks, terminate this Agreement immediately on giving notice in writing to the other. Such termination shall be without prejudice to the rights of the parties in respect of any breach of this Agreement occurring prior to such termination.

40 GOVERNING LAW AND JURISDICTION (W)

40.1 It is the responsibility of the Contractor to comply with all relevant European and English legislation. This Agreement shall be governed by and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English and Welsh Courts

41 COMPLAINTS PROCEDURE (W) (Z)

41.1 The Contractor shall operate a complaints procedure in respect of any goods, services or works provided under these terms & conditions, to the entire satisfaction of the Council, and comply with the requirements of any regulatory body to which the Contractor is subject

(including any change in such requirements) and ensure that its complaints procedure meets the following minimum standards:

41.1.1 is easy to access and understand

41.1.2 clearly sets out time limits for responding to complaints and keeping the complainant and the Council informed of progress;

41.1.3 provides confidential record keeping to protect employees under this contract and the complainant

41.1.4 provides information to management so that services can be improved

41.1.5 provides effective and suitable remedies

41.1.6 is regularly monitored and audited and which takes account of complainant and Council feedback

41.2 The Contactor shall ensure that:

41.2.1 under no circumstances is a complaint investigated by a member of its staff employed under this contract who may be part of the complaint.

41.2.2 someone who is independent of the matter complained of carries out the investigation

41.2.3 the complainant is made aware that they are entitled to have the complaint investigated by the Council if they are not satisfied with either the process of investigation or finding of the Contactor's investigations

41.2.4 the Contactor will ensure that it responds to the complainant within a max of 10 days of receiving the complaint

41.3 The Contactor will make its complaints procedure available on request

41.4 The Contactor shall ensure that all its employees and persons employed under this contract are made aware of its complaints procedure and shall designate one employee (who shall be identified to the Council) to whom a complaint may be referred should the complainant not be satisfied with the initial response to their complaint

41.5 The Contactor shall keep accurate and complete written records of all complaints received and the responses to them and shall make these records available to the Council on request or at 12 monthly intervals in any event.

41.6 Where the Council is investigating a complaint the Contactor is required to participate fully in all investigations within the timescales requested by the Council

41.7 The Contractor should note that if a complaint is made to the Council by a third party relating to the goods, services or works provided, the Local Government Ombudsman has the power to investigate such a complaint and the Council requires the Contractor to fully to co-operate in such investigation. If the Council is found guilty of maladministration or injustice by the Local Government Ombudsman because of the act or default of the Contractor the Contractor shall indemnify the Council in respect of the costs arising from such maladministration or injustice.

42 DISPUTES

42.1 If any dispute or difference shall arise between the parties as to the construction of this Agreement or any matter or thing of whatever nature arising under this Agreement or in connection with it then the same shall be dealt with as follows:-

42.1.1 In the first instance a special meeting of both the Parties shall be arranged on 14 days written notice to the other party and the matter shall be discussed and the representatives shall use their reasonable endeavours to resolve the dispute

42.1.2 If the dispute cannot be resolved in accordance with the preceding sub-clause then either one of the Parties may serve the Council's Chief Executive or the Contractor's senior officer or such other authorised officer of either party whose details have been notified to the other party, with notice of the dispute and those officers shall then appoint their representative to

adjudicate and use their reasonable endeavours to resolve the dispute within 21 days of receipt of such notice

Additional definitions for clauses 43 and 44	
"Security Plan"	the Contractor's security plan prepared pursuant [<i>to paragraph 3 of schedule 2.5 (Security Requirements and Plan) an outline of which is set out in Appendix of schedule 2.5 (Security Requirements)</i>];
"Staff Vetting Procedures"	the Council's procedures and policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures.

43 STAFFING SECURITY

- 43.1 The Contractor shall comply with the Staff Vetting Procedures in respect of all Contractor Personnel employed or engaged in the provision of the Services. The Contractor confirms that all Contractor Personnel employed or engaged by the Contractor at the commencement of this agreement were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures.
- 43.2 The Contractor shall provide training on a continuing basis for all Contractor Personnel employed or engaged in the provision of the Services in compliance with the Security Policy and Security Plan

44 SECURITY REQUIREMENTS

- 44.1 The Contractor shall comply, and shall procure the compliance of the Contractor Personnel, with the Security Policy and the Security Plan and the Contractor shall ensure that the Security Plan produced by the Contractor fully complies with the Security Policy.
- 44.2 The Council shall notify the Contractor of any changes or proposed changes to the Security Policy.
- 44.3 If the Contractor believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the Services it may submit a request for the Agreement to be varied in respect of any charges or fees payable under the Agreement. In doing so, the Contractor must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs.
- 44.4 Until and/or unless a change to the charges or costs is agreed by the Council pursuant to this clause the Contractor shall continue to perform the Services in accordance with its existing obligations



Tender Response Document

***IMC 066 – PRINT & DESIGN AND WEB SERVICES
FRAMEWORK
Category 1: Print
Lot 1: Lithographical Printing***

Name of TENDERING
ORGANISATION
(please insert)

Shropshire Council Tender Response Document

Contract Description:

Shropshire Council intends to set up a framework of suppliers for the provision of Print and Design related services.

This framework will be for a period of up to four years, commencing on 01st April 2014.

The framework is split into two categories: Printing Services and Design Services.

The Print Services Category is split into 5 Lots. This Tender Response is for Lot 1: Lithographical Printing.

1. Lithographical printing (high quality, mid to high volume printed material in spot and full colour)

- The production of high quality calibrated print output 4 colour process and spot colour lithographic printing.
- Ability to print up to B2 sheet.
- To meet demand for fast turnaround at mid to high volume.
- Provision of system for transfer of data between business sites

Types of work in this lot would include: leaflets, booklets, and brochures, NCR. With the ability to finish all products on site

A maximum of 3 providers will be selected in Lot 1 to form the final Framework.

If accepted, the Contractor will form part of a framework of service providers of printing and design services who will be asked to quote as appropriate for individual work throughout the duration of this framework arrangement. Once a quotation is accepted, an individual contract will be formed subject to The Tender, the Standard and Special Conditions of Contract, the Tender Response document and the Instructions to Tender.

Instructions for the completion of this document

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section and require further clarification, please contact: the Procurement Team via email quoting the contract reference to procurement@shropshire.gov.uk.
2. Please refer to the instructions for tendering document forming part of this Invitation to tender for the conditions applying to all tenderers before completing this document.
3. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
 - a. Where the tenderer is an individual, by that individual;

- b. Where the tenderer is a partnership, by two duly authorised partners;
 - c. Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
4. All questions require specific responses from you relating to the organisation named in the PQQ Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
5. Where copies of certificates and other details are requested **a copy must** accompany the **hard copy** of your Tender Response Document.

Contents

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A3	Non-Collusive Tendering Certificate	7
A4	Declaration of Connection with Officers or Elected Members of the Council	8
You must sign all 4 certificates in sections A1 to A4		
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Award Criteria

Tenders will be evaluated on the answers provided in this Tender Response Document and judged against the criteria shown in the table below. The following award criteria is made up of 'Quality' and 'Price' and shows how each criteria is to be weighted against each other.

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Quality 40% (400 marks)		
Section B / Q 1.1	Samples of recent work	20 / 200 max marks
Section B / Q 1.2	Speciality Media and Inks	10 / 100 max marks
Section B / Q 1.3	Disaster Recovery	10 / 100 max marks
Total for quality		40% / 400 max marks
Price 60% (600 marks)		
Section B / Q 2.1	Job 1	60 / 600 max marks
Section B / Q 2.2	Job 2	
Section B / Q 2.3	Job 3	
Section B / Q 2.4	Job 4	
Section B / Q 2.5	Job 5	
Section B / Q 2.6	Job 6	
Total for price		60% / 600 max marks

Quality Scoring Scheme

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings

Assessment	Mark	Interpretation
Excellent	10	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	9	
Good	8	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	7	
Acceptable	6	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	5	
Minor Reservations	4	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	3	
Serious Reservations	2	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	1	
Unacceptable	0	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

The use of odd numbers indicates an answer's allocated mark lies between definitions.

The tender receiving the highest mark for quality will receive the full 400 marks available for quality. Other tenders will receive a % that reflects the difference in the marks between those tenders and the tender receiving the highest mark for quality.

A submission will be rejected if it fails to exceed the minimum quality threshold mark of 50.0% overall.

Price Evaluation

Price will be evaluated using the quotes given for the six jobs detailed in Section B Qu's 2.1-2.6. Each job quotation will be added together to reach a final price.

The tender proposing the lowest final price will receive the full 600 marks available for price. Other tenders will receive a % that reflects the difference in the cost between those tenders and the tender receiving the highest mark for price.

Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for – Provision of Print, Design & Web Services – Lot 1, Lithographical Printing

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for the provision of lithographical printing services for Shropshire Council at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions, copies of which we have received.

Signed Name.....

Date

Designation

Company.....

Address

.....

..... Post Code

Tel No Fax No

E-mail address

Web address

Section A:
2. Non-Canvassing Certificate

Non-Canvassing Certificate

To: Shropshire Council (hereinafter called “the Council”)

I/We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Section A:
3. Non-Collusive Tendering Certificate

Non-collusive Tendering Certificate

To: Shropshire Council (hereinafter called “the Council”)

The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:-

- (a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the Services any act or omission.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Section A:

4. Declaration of Connection with Officers or Elected Members of the Council

Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?

Yes / No

If yes, please give details:

Name	Relationship

Please note:

This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.

Signed (1)	Status.....
Signed (2)	Status.....
(For and on behalf of))	
Date	

Section B: **Tender Schedule**

1.	Quality	
1.1	<p>Please provide FIVE samples of recent work. Samples should illustrate the full range of services that your company provides. These samples should include :</p> <ul style="list-style-type: none"> Letterheads 1/3 A4 6pp Leaflet 1/3 A4 12pp and above A5 4pp leaflet A5 booklets – 8 pp and above A4 brochure – 8 pp and above Perfect bound documents Spiral / Wire bound documents NCR books/pads 	<p>Weight: 20 Max Marks: 200</p>
1.2	<p>Please provide a list of any specialty media and specialty inks (e.g. Luminous or metallic) you use and samples where you think appropriate.</p>	<p>Weight: 10 Max Marks: 100</p>
1.3	<p>Given a time critical job, if your company were to suffer a disaster causing all machinery to break down/stop working i.e. extended power cut, what systems do you have in place to ensure the delivery of jobs on time?</p>	<p>Weight: 10 Max Marks: 100</p>

2.	Pricing	
	<p>Please provide competitive quotes for each of the SIX job specifications listed below. These quotes will be used as a guide price throughout the lifetime of the framework agreement – however we appreciate that these quotes will be subject to inflation and other price increases such as paper costs. Artwork will be supplied. Please also indicate expected delivery times from receipt of artwork and individual costs for both the printing and delivery.</p>	<p>Weight: 60 Max Marks: 600</p>
2.1	<p>Job 1 - 100 pads consisting of 50 A4 3 part NCR sets padded, printed in black ink, top copy white, middle yellow and bottom pink, packed and delivered to Shirehall, Abbey Foregate, Shrewsbury SY2 6ND</p>	
2.2	<p>Job 2 – 4,000, 10,000 and 20,000 A4 letterheads 1pp printed in 2 spot colours (light blue P7461C and dark blue P281C) on 100gsm white, packed in 2,000's and delivered to Shirehall, Abbey Foregate, Shrewsbury SY2 6ND</p>	
2.3	<p>Job 3 - 3,000 12pp A5 booklets printed in full colour throughout inc bleed on 150gsm FSC approved silk art, saddle stitched, folded, trimmed and delivered to Shirehall, Abbey Foregate, Shrewsbury SY2 6ND.</p>	

2.4	<p>Job 4 - 10,000 1/3 A4 6pp leaflets printed in two spot colours with heavy ink coverage and full bleed printed on 150gsm FSC approved silk art, folded, trimmed, packed with split delivery to:</p> <p>5,000 delivered to Shirehall, Abbey Foregate, Shrewsbury SY2 6ND 3,000 delivered to Acton Scott Working Farm, SY6 6QQ 2,000 delivered to Ludlow Library and Museum Resource Centre SY6 6QN</p>	
2.5	<p>Job 5 - 1,000 Strategic Plans A4 172 pp perfect bound with wrap-around cover. Cover printed 4c plus machine seal 4pp and spine on 250gsm Silk. 168pp pages printed 2 colours (P280 Blue and Black) on 130 Silk. To be printed and inserted inside back cover one A3 1pp throw-out printed 4c plus seal on 130gsm Silk. Collated, fold, trim and delivered to Shirehall, Abbey Foregate, Shrewsbury SY2 6ND</p>	
2.6	<p>Job 6 - 50,000 16pp A4 brochures printed full colour throughout plus machine seal, full bleed and heavy ink coverage. printed on 150gsm Silk. Collate, stitch, fold, trim. 5,000 delivered to Shirehall, Abbey Foregate, Shrewsbury SY2 6ND. 45,000 to be shrink wrapped, batched in 500s, labelled, boxed and palletted to Royal Mail specifications and delivered to Royal Mail distribution point Warrington.</p>	



Tender Response Document

***IMC 066 – PRINT & DESIGN AND WEB SERVICES
FRAMEWORK
Category 1: Print
Lot 2: Digital Printing***

Name of TENDERING
ORGANISATION
(please insert)

Shropshire Council Tender Response Document

Contract Description:

Shropshire Council intends to set up a framework of suppliers for the provision of Print and Design related services.

This framework will be for a period of up to four years, commencing on 01st April 2014.

The framework is split into two categories: Printing Services and Design Services.

The Print Services Category is split into 5 Lots. This Tender Response is for Lot 2: Digital Printing.

2. Digital Printing (short run high quality printing)

- The production of high quality calibrated print output
- Ability to print up to B3 sheet.
- To meet demand for fast turnaround at mid volume.
- Provision of system for transfer of data between business sites

Types of work in this lot would include: leaflets, booklets, and brochures. With the ability to finish all products on site

A maximum of 3 providers will be selected in Lot 2 to form the final Framework.

If accepted, the Contractor will form part of a framework of service providers of printing and design services who will be asked to quote as appropriate for individual work throughout the duration of this framework arrangement. Once a quotation is accepted, an individual contract will be formed subject to The Tender, the Standard and Special Conditions of Contract, the Tender Response document and the Instructions to Tender.

Instructions for the completion of this document

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section and require further clarification, please contact: the Procurement Team via email quoting the contract reference to procurement@shropshire.gov.uk.
2. Please refer to the instructions for tendering document forming part of this Invitation to tender for the conditions applying to all tenderers before completing this document.
3. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
 - a. Where the tenderer is an individual, by that individual;
 - b. Where the tenderer is a partnership, by two duly authorised partners;

- c. Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
4. All questions require specific responses from you relating to the organisation named in the PQQ Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
5. Where copies of certificates and other details are requested **a copy must** accompany the **hard copy** of your Tender Response Document.

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A3	Non-Collusive Tendering Certificate	7
A4	Declaration of Connection with Officers or Elected Members of the Council	8
You must sign all 4 certificates in sections A1 to A4		
B	Tender Schedule	9

Award Criteria

Tenders will be evaluated on the answers provided in this Tender Response Document and judged against the criteria shown in the table below. The following award criteria is made up of 'Quality' and 'Price' and shows how each criteria is to be weighted against each other.

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Quality 40% (400 marks)		
Section B / Q 1.1	Samples of recent work	20 / 200 max marks
Section B / Q 1.2	Speciality Media and Inks	10 / 100 max marks
Section B / Q 1.3	Disaster Recovery	10 / 100 max marks
Total for quality		40% / 400 max marks
Price 60% (600 marks)		
Section B / Q 2.1	Job 1	60 / 600 max marks
Section B / Q 2.2	Job 2	
Section B / Q 2.3	Job 3	
Section B / Q 2.4	Job 4	
Section B / Q 2.5	Job 5	
Total for price		60% / 600 max marks

Quality Scoring Scheme

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings

Assessment	Mark	Interpretation
Excellent	10	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	9	
Good	8	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	7	
Acceptable	6	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	5	
Minor Reservations	4	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	3	
Serious Reservations	2	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	1	
Unacceptable	0	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

The use of odd numbers indicates an answer's allocated mark lies between definitions.

The tender receiving the highest mark for quality will receive the full 400 marks available for quality. Other tenders will receive a % that reflects the difference in the marks between those tenders and the tender receiving the highest mark for quality.

A submission will be rejected if it fails to exceed the minimum quality threshold mark of 50.0% overall.

Price Evaluation

Price will be evaluated using the quotes given for the five jobs detailed in Section B Qu's 2.1-2.5. Each job quotation will be added together to reach a final price.

The tender proposing the lowest final price will receive the full 600 marks available for price. Other tenders will receive a % that reflects the difference in the cost between those tenders and the tender receiving the highest mark for price.

Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for – Provision of Print, Design & Web Services – Lot 2, Digital Printing

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for the provision of digital printing services for Shropshire Council at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions, copies of which we have received.

Signed Name.....

Date

Designation

Company.....

Address

.....

..... Post Code

Tel No Fax No

E-mail address

Web address

Section A:
2. Non-Canvassing Certificate

Non-Canvassing Certificate

To: Shropshire Council (hereinafter called “the Council”)

I/We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Section A:
3. Non-Collusive Tendering Certificate

Non-collusive Tendering Certificate

To: Shropshire Council (hereinafter called “the Council”)

The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:-

- (a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the Services any act or omission.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Section A:

4. Declaration of Connection with Officers or Elected Members of the Council

Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?

Yes / No

If yes, please give details:

Name	Relationship

Please note:

This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.

Signed (1)	Status.....
Signed (2)	Status.....
(For and on behalf of))	
Date	

Section B: Tender Schedule

1.	Quality	
1.1	Please provide FIVE samples of recent work. Samples should illustrate the full range of services that your company provides. These samples should include : Brochures A4 12pp and above A5 4pp leaflets A4 4pp flyers 1/3 A4 6pp leaflets A3 posters Interlocking Folders Perfect bound documents Spiral / Wire bound documents Business Cards	Weight: 20 Max Marks: 200
1.2	Please provide a list of any specialty media (eg. Nevertear, Docucards or pre creased sheets) and specialty inks (eg. Luminous, metallic or White) you use and samples where you think appropriate.	Weight: 10 Max Marks: 100
1.3	Given a time critical job, if your company were to suffer an irretrievable disaster causing all machinery to break down/stop working, possibly some kind of extended power cut. What systems do you have in place to ensure the delivery of jobs on time?	Weight: 10 Max Marks: 100

2.	Pricing	
	Please provide competitive quotes for each of the FIVE job specifications listed below. These quotes will be used as a guide price throughout the lifetime of the framework agreement – however we appreciate that these quotes will be subject to inflation and other price increases such as paper costs. Artwork will be supplied. Please also indicate expected delivery times from receipt of artwork and individual costs for both the printing and delivery.	Weight: 60 Max Marks: 600
2.1	Job 1 – 100 off of 28pp brochure from supplied artwork, digitally printed with heavy ink coverage and bleed on to (FSC approved) 150 gsm silk art. Folded, trimmed, packed and delivered to Shirehall, Abbey Foregate, Shrewsbury SY2 6ND	
2.2	Job 2 - 500 A5 2pp flyers from supplied artwork, digitally printed with bleed from disk on to white 160gsm (FSC approved)	
2.3	Job 3 - 250 A5 4pp leaflets from supplied artwork, digitally printed with heavy ink coverage and bleed on to 150 gloss art (FSC approved). Folded, trimmed, packed and delivered to Shirehall, Abbey Foregate, Shrewsbury SY2 6ND	

2.4	Job 4 - 1000 A6 postcards from supplied artwork, digitally printed both sides on to 300 silk art (FSC approved). Trimmed and delivered to Discovery Centre, School Road, Craven Arms SY7 9RS	
2.5	Job 5 - 200 A3 Posters from supplied artwork, digitally printed with heavy ink coverage and bleed on to 150 gloss art (FSC approved). Delivered to Shirehall, Abbey Foregate, Shrewsbury SY2 6ND	



Tender Response Document

***IMC 066 – PRINT & DESIGN AND WEB SERVICES
FRAMEWORK
Category 1: Print
Lot 3: Large Format Printing***

Name of TENDERING
ORGANISATION
(please insert)

Shropshire Council Tender Response Document

Contract Description:

Shropshire Council intends to set up a framework of suppliers for the provision of Print and Design related services.

This framework will be for a period of up to four years, commencing on 01st April 2014.

The framework is split into two categories: Printing Services and Design Services.

The Print Services Category is split into 5 Lots. This Tender Response is for Lot 3: Large Format Printing.

3.Large Format Printing

- Large format from A2 and above
- To print on various substrates including bond, gloss, polymer based and adhesive products.
- Use of uv inks to provide external durability in direct sunlight conditions.
- Provision of system for transfer of data between business sites
- To produce pull up display stands, and supply various display equipment to incorporate provided designs

A maximum of 3 providers will be selected in Lot 3 to form the final Framework.

If accepted, the Contractor will form part of a framework of service providers of printing and design services who will be asked to quote as appropriate for individual work throughout the duration of this framework arrangement. Once a quotation is accepted, an individual contract will be formed subject to The Tender, the Standard and Special Conditions of Contract, the Tender Response document and the Instructions to Tender.

Instructions for the completion of this document

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section and require further clarification, please contact: the Procurement Team via email quoting the contract reference to procurement@shropshire.gov.uk.
2. Please refer to the instructions for tendering document forming part of this Invitation to tender for the conditions applying to all tenderers before completing this document.
3. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
 - a. Where the tenderer is an individual, by that individual;
 - b. Where the tenderer is a partnership, by two duly authorised partners;

- c. Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
4. All questions require specific responses from you relating to the organisation named in the PQQ Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
5. Where copies of certificates and other details are requested **a copy must** accompany the **hard copy** of your Tender Response Document.

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You must sign all 4 certificates in sections A1 to A4		
B	Tender Schedule	9

Award Criteria

Tenders will be evaluated on the answers provided in this Tender Response Document and judged against the criteria shown in the table below. The following award criteria is made up of 'Quality' and 'Price' and shows how each criteria is to be weighted against each other.

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Quality 50% (500 marks)		
Section B / Q 1.1	Samples of recent work	20 / 200 max marks
Section B / Q 1.2	Speciality Inks	20 / 200 max marks
Section B / Q 1.3	Disaster Recovery	10 / 100 max marks
Total for quality		50% / 500 max marks
Price 50% (500 marks)		
Section B / Q 2.1	Job 1	50 / 500 max marks
Section B / Q 2.2	Job 2	
Section B / Q 2.3	Job 3	
Section B / Q 2.4	Job 4	
Section B / Q 2.5	Job 5	
Total for price		50% / 500 max marks

Quality Scoring Scheme

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings

Assessment	Mark	Interpretation
Excellent	10	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	9	
Good	8	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	7	
Acceptable	6	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	5	
Minor Reservations	4	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	3	
Serious Reservations	2	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	1	
Unacceptable	0	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

The use of odd numbers indicates an answer's allocated mark lies between definitions.

The tender receiving the highest mark for quality will receive the full 500 marks available for quality. Other tenders will receive a % that reflects the difference in the marks between those tenders and the tender receiving the highest mark for quality.

A submission will be rejected if it fails to exceed the minimum quality threshold mark of 50.0% overall.

Price Evaluation

Price will be evaluated using the quotes given for the five jobs detailed in Section B Qu's 2.1-2.5. Each job quotation will be added together to reach a final price.

The tender proposing the lowest final price will receive the full 500 marks available for price. Other tenders will receive a % that reflects the difference in the cost between those tenders and the tender receiving the highest mark for price.

Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for – Provision of Print, Design & Web Services – Lot 3, Large Format Printing

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for the provision of large format printing services for Shropshire Council at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions, copies of which we have received.

Signed Name.....

Date

Designation

Company.....

Address

.....

..... Post Code

Tel No Fax No

E-mail address

Web address

Section A:
2. Non-Canvassing Certificate

Non-Canvassing Certificate

To: Shropshire Council (hereinafter called “the Council”)

I/We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Section A:
3. Non-Collusive Tendering Certificate

Non-collusive Tendering Certificate

To: Shropshire Council (hereinafter called “the Council”)

The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:-

- (a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the Services any act or omission.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Section A:

4. Declaration of Connection with Officers or Elected Members of the Council

Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?

Yes / No

If yes, please give details:

Name	Relationship

Please note:

This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.

Signed (1)	Status.....
Signed (2)	Status.....
(For and on behalf of)	
Date	

Section B: Tender Schedule

1.	Quality	
1.1	Please provide FIVE samples of recent work. Samples should illustrate the full range of services that your company provides. We recognise that it would be difficult to supply actual finished products. Therefore we would accept photographs and A2 colour printed copies of finished artwork. (Reduced in scale to fit A2).	Weight: 20 Max Marks: 200
1.2	Please provide a list of the range of stocks and specialty inks that you use and samples if appropriate	Weight: 20 Max Marks: 100
1.3	Given a time critical job, if your company were to suffer a disaster causing all machinery to break down/stop working i.e. extended power cut, what systems do you have in place to ensure the delivery of jobs on time?	Weight: 10 Max Marks: 100

2.	Pricing	
	Please provide competitive quotes for each of the FIVE job specifications listed below. These quotes will be used as a guide price throughout the lifetime of the framework agreement – however we appreciate that these quotes will be subject to inflation and other price increases such as paper costs. Artwork will be supplied. Please also indicate expected delivery times from receipt of artwork and individual costs for both the printing and delivery.	Weight: 50 Max Marks: 500
2.1	Job 1 From one original hi-res file, Produce FIVE A1 panels, full colour print using UV inks mounted on 3mm white foamex with mat laminate. Include delivery to Design and Print, Shirehall, Abbey Foregate, Shrewsbury SY2 6ND.	
2.2	Job 2 From one original hi-res file, Produce ONE 750mm x 1500mm tall panel, full colour print using UV inks mounted on 10mm MDF with mat laminate, black painted finish to be applied to all edges of MDF. Including delivery to Ludlow Museum Resource Centre. 7-9 Parkway, Ludlow, SY8 2PG.	
2.3	Job 3 From one original hi-res file. Supply ONE 800mm wide Barracuda Bannerstand. Quote to include supply of stand, printing of graphic, bag and delivery to Oswestry Library, Arthur St, Oswestry, SY11 1JN	
	Job 4 From each of FIVE original hi-res files, Produce ONE 60" x 40" wide panel.	

2.4	printed full colour using UV inks on vinyl banner material, including anti scratch laminate and delivery to the Discovery Centre, School Road, Craven Arms, SY7 9RS.	
2.5	Job 5 From ONE original hi-res file, Produce ONE 3x3 'Evolution Quick' curved popup with end caps (five drops in total). Graphic panels should be printed in full colour using UV inks including anti scratch laminate. Quote should include lights, wheelie bin and delivery to design and print, Shirehall, Abbey Foregate, Shrewsbury SY2 6ND.	



Tender Response Document

***IMC 066 – PRINT & DESIGN AND WEB SERVICES
FRAMEWORK
Category 1: Print
Lot 4: Signage Printing***

Name of TENDERING
ORGANISATION
(please insert)

Shropshire Council Tender Response Document

Contract Description:

Shropshire Council intends to set up a framework of suppliers for the provision of Print and Design related services.

This framework will be for a period of up to four years, commencing on 01st April 2014.

The framework is split into two categories: Printing Services and Design Services.

The Print Services Category is split into 5 Lots. This Tender Response is for Lot 4: Signage Printing.

4. Signage Printing

- Ability to print on various material for display at various sites.
- Provision to erect and provision of system for transfer of data between business sites

A maximum of 3 providers will be selected in Lot 4 to form the final Framework.

If accepted, the Contractor will form part of a framework of service providers of printing and design services who will be asked to quote as appropriate for individual work throughout the duration of this framework arrangement. Once a quotation is accepted, an individual contract will be formed subject to The Tender, the Standard and Special Conditions of Contract, the Tender Response document and the Instructions to Tender.

Instructions for the completion of this document

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section and require further clarification, please contact: the Procurement Team via email quoting the contract reference to procurement@shropshire.gov.uk.
2. Please refer to the instructions for tendering document forming part of this Invitation to tender for the conditions applying to all tenderers before completing this document.
3. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
 - a. Where the tenderer is an individual, by that individual;
 - b. Where the tenderer is a partnership, by two duly authorised partners;
 - c. Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.

4. All questions require specific responses from you relating to the organisation named in the PQQ Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
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You must sign all 4 certificates in sections A1 to A4		
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Award Criteria

Tenders will be evaluated on the answers provided in this Tender Response Document and judged against the criteria shown in the table below. The following award criteria is made up of 'Quality' and 'Price' and shows how each criteria is to be weighted against each other.

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Quality 50% (500 marks)		
Section B / Q 1.1	Samples of recent work	20 / 200 max marks
Section B / Q 1.2	Stocks and Speciality Inks	20 / 200 max marks
Section B / Q 1.3	Disaster Recovery	10 / 100 max marks
Total for quality		50% / 500 max marks
Price 50% (500 marks)		
Section B / Q 2.1	Job 1	50 / 500 max marks
Section B / Q 2.2	Job 2	
Section B / Q 2.3	Job 3	
Section B / Q 2.4	Job 4	
Section B / Q 2.5	Job 5	
Total for price		50% / 500 max marks

Quality Scoring Scheme

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings

Assessment	Mark	Interpretation
Excellent	10	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	9	
Good	8	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	7	
Acceptable	6	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	5	
Minor Reservations	4	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	3	
Serious Reservations	2	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	1	
Unacceptable	0	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

The use of odd numbers indicates an answer's allocated mark lies between definitions.

The tender receiving the highest mark for quality will receive the full 500 marks available for quality. Other tenders will receive a % that reflects the difference in the marks between those tenders and the tender receiving the highest mark for quality.

A submission will be rejected if it fails to exceed the minimum quality threshold mark of 50.0% overall.

Price Evaluation

Price will be evaluated using the quotes given for the five jobs detailed in Section B Qu's 2.1-2.5. Each job quotation will be added together to reach a final price.

The tender proposing the lowest final price will receive the full 500 marks available for price. Other tenders will receive a % that reflects the difference in the cost between those tenders and the tender receiving the highest mark for price.

Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for – Provision of Print, Design & Web Services – Lot 4, Signage Printing

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for the provision of signage printing services for Shropshire Council at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions, copies of which we have received.

Signed Name.....

Date

Designation

Company.....

Address

.....

..... Post Code

Tel No Fax No

E-mail address

Web address

Section A:
2. Non-Canvassing Certificate

Non-Canvassing Certificate

To: Shropshire Council (hereinafter called “the Council”)

I/We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Section A:
3. Non-Collusive Tendering Certificate

Non-collusive Tendering Certificate

To: Shropshire Council (hereinafter called “the Council”)

The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:-

- (a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the Services any act or omission.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Section A:

4. Declaration of Connection with Officers or Elected Members of the Council

Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?

Yes / No

If yes, please give details:

Name	Relationship

Please note:

This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.

Signed (1)	Status.....
Signed (2)	Status.....
(For and on behalf of)	
Date	

Section B: **Tender Schedule**

1.	Quality	
1.1	Please provide FIVE samples of recent work. Samples should illustrate the full range of services that your company provides. We recognise that it would be difficult to supply actual finished products. Therefore we would accept photographs and A2 colour printed copies of finished artwork. (Reduced in scale to fit A2).	Weight: 20 Max Marks: 200
1.2	Please provide a list of the range of stocks and specialty inks that you use and samples if appropriate	Weight: 20 Max Marks: 100
1.3	Given a time critical job, if your company were to suffer a disaster causing all machinery to break down/stop working i.e. extended power cut, what systems do you have in place to ensure the delivery of jobs on time?	Weight: 10 Max Marks: 100

2.	Pricing	
	Please provide competitive quotes for each of the FIVE job specifications listed below. These quotes will be used as a guide price throughout the lifetime of the framework agreement – however we appreciate that these quotes will be subject to inflation and other price increases such as paper costs. Artwork will be supplied. Please also indicate expected delivery times from receipt of artwork and individual costs for both the printing and delivery.	Weight: 50 Max Marks: 500
2.1	<u>Job 1</u> From one original hi-res file, Produce ONE 3500mm wide by 750mm deep, full colour printed banner with eyelets at regular intervals to allow for attachment to a wire fence. Include delivery and fitting to wire fence (assume fence provides good fixing points) located by main entrance to the Whitchurch household recycling centre, Waymills Civic Park, Whitchurch SY13 1TT	
2.2	<u>Job 2</u> From one original hi-res file, Produce ONE 750mm x 250mm tall direction sign, printed both sides in full colour print using UV inks on 3mm Diabond, to be suspended from the ceiling 300mm using wires (assume ceiling will provide adequate fixing). Quote to include supply and fitting of sign (with all necessary materials) Location of work VIC reception, Ludlow Museum, Castle Street Ludlow, Shropshire SY8 1AS.	
2.3		

	<p><u>Job 3</u> From one original hi-res file, Produce ONE building sign for Oswestry Library, Arthur St, Oswestry, SY11 1JN. Fitted to building by main entrance (assume standard facing brick) Full colour print using UV inks on 10mm UPVC Foamex with 'polycarbonate' anti-scratch finish and secure fittings. 1200mm wide x 1000mm deep.</p>	
2.4	<p><u>Job 4</u> From ONE original hi-res file, Produce TEN off vehicle stickers 24" wide x 18" digitally printed with UV inks on self adhesive vinyl. Including delivery to the Discovery Centre, School Road, Craven Arms, SY7 9RS.</p>	
2.5	<p><u>Job 5</u> From ONE original hi-res file, Produce ONE freestanding entrance sign for Helena Lane, Hamlet Road, Ludlow, SY8 2NP. Sign is to be digitally printed with UV inks 'Spandex Infopanel' type with 1000mm wide x 300mm deep planks, 80mm Signposts with Dark Blue Pantone 281 (closest match) finish, set into concrete footings 1000mm clearance from ground level (assume suitable location in a verge within the car park). Quote should include printing and supply of sign along with erection on site.</p>	



Tender Response Document

***IMC 066 – PRINT & DESIGN AND WEB SERVICES
FRAMEWORK
Category 1: Print
Lot 5: High Volume Personalisation & Fulfilment***

Name of TENDERING
ORGANISATION
(please insert)

Shropshire Council Tender Response Document

Contract Description:

Shropshire Council intends to set up a framework of suppliers for the provision of Print and Design related services.

This framework will be for a period of up to four years, commencing on 01st April 2014.

The framework is split into two categories: Printing Services and Design Services.

The Print Services Category is split into 5 Lots. This Tender Response is for Lot 5: High Volume Personalisation and Fulfilment.

5.High volume personalisation and fulfilment

- The majority of work within this lot would be time sensitive within Government legislation and as such site spot checks and audit verification will be part of any workflow.
- The production on site of various document types and envelopes.
- Incorporating data from systems and software such as Xpress, paris, samis and northgate. Migration of data into graphical documents
- Provision of secure data transfer and storage of materials
- Provision of system for transfer of data between business sites

Types of work within this lot would include

Complex constituent data to create ballot papers, individual electoral registration, Poll cards, impact mail and canvas papers.

A maximum of 3 providers will be selected in Lot 5 to form the final Framework.

If accepted, the Contractor will form part of a framework of service providers of printing and design services who will be asked to quote as appropriate for individual work throughout the duration of this framework arrangement. Once a quotation is accepted, an individual contract will be formed subject to The Tender, the Standard and Special Conditions of Contract, the Tender Response document and the Instructions to Tender.

Instructions for the completion of this document

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section and require further clarification, please contact: the Procurement Team via email quoting the contract reference to procurement@shropshire.gov.uk.
2. Please refer to the instructions for tendering document forming part of this Invitation to tender for the conditions applying to all tenderers before completing this document.
3. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;

- a. Where the tenderer is an individual, by that individual;
 - b. Where the tenderer is a partnership, by two duly authorised partners;
 - c. Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
4. All questions require specific responses from you relating to the organisation named in the PQQ Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
 5. Where copies of certificates and other details are requested **a copy must** accompany the **hard copy** of your Tender Response Document.

Contents

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You must sign all 4 certificates in sections A1 to A4		
B	Tender Schedule	9

Award Criteria

Tenders will be evaluated on the answers provided in this Tender Response Document and judged against the criteria shown in the table below. The following award criteria is made up of 'Quality' and 'Price' and shows how each criteria is to be weighted against each other.

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Quality 50% (500 marks)		
Section B / Q 1.1	Samples of recent work	10 / 100 max marks
Section B / Q 1.2	Disaster Recovery	40 / 400 max marks
Total for quality		50% / 500 max marks
Price 50% (500 marks)		
Section B / Q 2.1	Job 1	50 / 500 max marks
Section B / Q 2.2	Job 2	
Section B / Q 2.3	Job 3	
Section B / Q 2.4	Job 4	
Section B / Q 2.5	Job 5	
Total for price		50% / 500 max marks

Quality Scoring Scheme

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings

Assessment	Mark	Interpretation
Excellent	10	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	9	
Good	8	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	7	
Acceptable	6	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	5	
Minor Reservations	4	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	3	
Serious Reservations	2	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	1	
Unacceptable	0	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

The use of odd numbers indicates an answer's allocated mark lies between definitions.

The tender receiving the highest mark for quality will receive the full 500 marks available for quality. Other tenders will receive a % that reflects the difference in the marks between those tenders and the tender receiving the highest mark for quality.

A submission will be rejected if it fails to exceed the minimum quality threshold mark of 50.0% overall.

Price Evaluation

Price will be evaluated using the quotes given for the five jobs detailed in Section B Qu's 2.1-2.5. Each job quotation will be added together to reach a final price.

The tender proposing the lowest final price will receive the full 500 marks available for price. Other tenders will receive a % that reflects the difference in the cost between those tenders and the tender receiving the highest mark for price.

Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for – Provision of Print, Design & Web Services – Lot 5, High Volume Personalisation & Fulfilment

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for the provision of high volume personalisation and fulfilment printing services for Shropshire Council at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions, copies of which we have received.

Signed Name.....

Date

Designation

Company.....

Address

.....

..... Post Code

Tel No Fax No

E-mail address

Web address

Section A:
2. Non-Canvassing Certificate

Non-Canvassing Certificate

To: Shropshire Council (hereinafter called “the Council”)

I/We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Section A:
3. Non-Collusive Tendering Certificate

Non-collusive Tendering Certificate

To: Shropshire Council (hereinafter called “the Council”)

The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:-

- (a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the Services any act or omission.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Section A:

4. Declaration of Connection with Officers or Elected Members of the Council

Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?

Yes / No

If yes, please give details:

Name	Relationship

Please note:

This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.

Signed (1)	Status.....
Signed (2)	Status.....
(For and on behalf of)	
Date	

Section B: Tender Schedule

1.	Quality	
1.1	Please provide FIVE samples of recent work. Samples should illustrate the full range of services that your company provides. These samples should include : Letters and post shots with variable data/elements highlighted Leaflets or booklets inserted with mailings Envelopes used if printed on	Weight: 10 Max Marks: 100
1.2	Given a time critical mailing, if your company were to suffer a disaster causing all machinery to break down/stop working ie extended power cut, what systems do you have in place to ensure the delivery of jobs on time?	Weight: 40 Max Marks: 400

2.	Pricing	
	Please provide competitive quotes for each of the FIVE job specifications listed below. These quotes will be used as a guide price throughout the lifetime of the framework agreement – however we appreciate that these quotes will be subject to inflation and other price increases such as paper costs. Artwork will be supplied. Please also indicate expected delivery times from receipt of artwork and individual costs for both the printing and delivery.	Weight: 50 Max Marks: 500
2.1	<u>Job 1</u> 150,000 A5 double sided black on white 100gsm. Ballot papers, posted to home addresses with reply envelopes.	
2.2	<u>Job 2</u> Electoral canvas, consisting of 208,000 initial forms, 2pp A4 full colour and 4pp A4 black only collated and posted to home address with reply envelope. 110,000 reminders and 70,000 second reminders, run at a later date to initial form, consisting of a single 2pp A4 Black only letter to home address. All on 100gsm stock.	
2.3	<u>Job 3</u> 100,000 2pp A4 black only letters on 100gsm uncoated stock folded to 1/3 A4 inserted into envelopes and posted to home address	
2.4	<u>Job 4</u> 75,000 full colour A6 postcards on 300gsm card with variable image and matching offer on each posted to home addresses.	

2.5	<u>Job 5</u> 10,000 letters posted to home addresses. Main letter 1pp black only on 100gsm, Advice notes 2pp black only on 100gsm both stapled to the front of a 10pp black only questionnaire on 75gsm. All inserted into C4 envelopes. Variable data on main letter only consisting of address and greeting line.	
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Tender Response Document

***IMC 066 – PRINT & DESIGN AND WEB SERVICES
FRAMEWORK
Category 2: Design
Lot 6: Graphic Design***

Name of TENDERING
ORGANISATION
(please insert)

Shropshire Council Tender Response Document

Contract Description:

Shropshire Council intends to set up a framework of suppliers for the provision of Print and Design related services.

This framework will be for a period of up to four years, commencing on 01st April 2014.

The framework is split into two categories: Printing Services and Design Services.

The Design Services Category is split into 4 Lots. This Tender Response is for Lot 6: Graphic Design.

Lot 6: Graphic Design Services

The council is looking for innovative graphic designers who can take the simplest of briefs and work with our brand rules to create effective solutions to our communications problems that can be evaluated. A key part of any project will be measuring its effectiveness and demonstrating value for money.

Types of work we will be looking to produce will be extremely varied and cover the whole spectrum of design. We have a core need for standards like leaflets, forms, brochures, reports etc. But we also need large format displays, vehicle graphics, signage and there is a growing need for interactive documents.

A maximum of 3 providers will be selected in Lot 6 to form the final Framework.

If accepted, the Contractor will form part of a framework of service providers of printing and design services who will be asked to quote as appropriate for individual work throughout the duration of this framework arrangement. Once a quotation is accepted, an individual contract will be formed subject to The Tender, the Standard and Special Conditions of Contract, the Tender Response document and the Instructions to Tender.

Instructions for the completion of this document

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section and require further clarification, please contact: the Procurement Team via email quoting the contract reference to procurement@shropshire.gov.uk.
2. Please refer to the instructions for tendering document forming part of this Invitation to tender for the conditions applying to all tenderers before completing this document.
3. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
 - a. Where the tenderer is an individual, by that individual;

- b. Where the tenderer is a partnership, by two duly authorised partners;
 - c. Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
4. All questions require specific responses from you relating to the organisation named in the PQQ Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
5. Where copies of certificates and other details are requested **a copy must** accompany the **hard copy** of your Tender Response Document.

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You must sign all 4 certificates in sections A1 to A4		
B	Tender Schedule	9

Award Criteria

Tenders will be evaluated on the answers provided in this Tender Response Document and judged against the criteria shown in the table below. The following award criteria is made up of 'Quality' and 'Price' and shows how each criteria is to be weighted against each other.

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Quality 60% (600 marks)		
Section B / Q 1.1	Portfolio	15 / 150 max marks
Section B / Q 1.2	Print Ready Project File	15 / 150 max marks
Section B / Q 1.3	Project 1	15 / 150 max marks
Section B / Q 1.4	Project 2	15 / 150 max marks
Total for quality		60% / 600 max marks
Price 40% (400 marks)		
Section B / Q 2.1	Project 1 Cost	10 / 100 max marks
Section B / Q 2.2	Project 2 Cost	10 / 100 max marks
Section B / Q 2.3	Charges Breakdown	20 / 200 max marks
Total for price		40% / 400 max marks

Quality Scoring Scheme

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings

Assessment	Mark	Interpretation
Excellent	10	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	9	
Good	8	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	7	
Acceptable	6	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	5	
Minor Reservations	4	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	3	
Serious Reservations	2	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	1	
Unacceptable	0	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

The use of odd numbers indicates an answer's allocated mark lies between definitions.

The tender receiving the highest mark for quality will receive the full 600 marks available for quality. Other tenders will receive a % that reflects the difference in the marks between those tenders and the tender receiving the highest mark for quality.

A submission will be rejected if it fails to exceed the minimum quality threshold mark of 50.0% overall.

Please note the Projects provided for evaluation purposes only and will not lead to an award of contract for this particular project.

Price Evaluation

Price will be evaluated through 3 questions.

Section B 2.1 – The tender proposing the lowest cost for the project will receive the full 100 marks available for this question. Other tenders will receive a % that reflects the difference in the cost between those tenders and the tender receiving the highest mark for this question.

Section B 2.2 – The tender proposing the lowest cost for the project will receive the full 100 marks available for this question. Other tenders will receive a % that reflects the difference in the cost between those tenders and the tender receiving the highest mark for this question.

Section B 2.3 – This question will be evaluated using the scoring scheme on Page 3 of this document. The tender receiving the highest mark for this question will receive the full 200 marks available for this question. Other tenders will receive a % that reflects the difference in the marks between those tenders and the tender receiving the highest mark for this question.

The weighted marks for Questions 2.1, 2.2 & 2.3 will then be added together to reach a final price score.

Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for – Provision of Print, Design & Web Services – Lot 6, Graphic Design

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for the provision of graphic design services for Shropshire Council at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions, copies of which we have received.

Signed Name.....

Date

Designation

Company.....

Address

.....

..... Post Code

Tel No Fax No

E-mail address

Web address

Section A:
2. Non-Canvassing Certificate

Non-Canvassing Certificate

To: Shropshire Council (hereinafter called “the Council”)

I/We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Section A:
3. Non-Collusive Tendering Certificate

Non-collusive Tendering Certificate

To: Shropshire Council (hereinafter called “the Council”)

The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:-

- (a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the Services any act or omission.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Section A:

4. Declaration of Connection with Officers or Elected Members of the Council

Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?

Yes / No

If yes, please give details:

Name	Relationship

Please note:

This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.

Signed (1)	Status.....
Signed (2)	Status.....
(For and on behalf of))	
Date	

Section B: Tender Schedule

1.	Quality	
1.1	<p>Please provide an electronic portfolio of at least 10 recent projects.</p> <p>The portfolio must contain examples of leaflets, brochures, newsletters, reports/annual reports, advertisements and exhibition work. It would be extremely useful for us if you could include a summary of the clients brief. Please provide this work as a pdf file suitable for us to view electronically as well as to soft proof from. We are looking for recent work, from within the last 12 months, which demonstrates your creative and innovative approach to meeting a specific brief. It must also show how you have worked with clients brand identities.</p>	Weight: 15 Max Marks: 150
1.2	<p>Please provide, one 'PRINT READY' project file from one of the projects put forward in your PQQ response. If possible, we would prefer an A4 brochure between 8 and 24 pages.</p> <p>With this task, we not only want to evaluate your creative approach, but also see how you supply your artwork ready for print. To aid this, please provide a printed copy of the final brochure. If possible, we would prefer to receive complete, Quark/Indesign files with bleed if required and all the necessary support files that will enable us to print a mock-up. We will respect copyright of any of the material contained in the artwork.</p>	Weight: 15 Max Marks: 150
1.3	<p>Please provide mock-ups for the two project briefs detailed below. We do not expect finished artwork, but are looking for visuals which clearly illustrate how you propose to help us achieve our outcomes. We are looking for a creative approach in solving these problems.</p> <p>Shropshire Council effects the lives of its residents and visitors, 24 hours a day seven days a week. It provides the majority of public services to a large and dispersed population. Shropshire is a large beautiful and mainly rural county, but it also has a strong commercial heart. The council provides a huge range of diverse services to residents, businesses and visitors alike. It has a strong commitment to improve the lives of its residents and visitors. The council has a mandate to reach out to all communities at a very local level to ensure that it is meeting this commitment.</p>	
1.3.1	<p>Project 1 - Raise awareness of Local Joint Committees</p> <p>Background – Shropshire Council is a unitary authority and is working hard to develop strong links with all its communities and to empower them to get more involved developing the county. The focal point for this is the Local Joint Committees (LJC). There are 28 local committees covering the whole of Shropshire. Each of the committees has its own budget to spend on local priorities.</p> <p>The success of these committees is dependent on individuals getting involved.</p> <p>Target – Local people of all ages.</p>	Weight: 15 Max Marks: 150

	<p>Style – We have an open mind with regards style and are looking for a creative and innovative approach that will get the attention of local people.</p> <p>Message – The key message is that LJsCs are an opportunity to get involved in the future of local areas and we want individuals to do just that.</p> <p>Mandatories – The words ‘Local Joint Committee’ must appear in a prominent position, along with the appropriate Shropshire Council branding on every publication.</p> <p>Task – Therefore we would like you to come up with some concepts that would show us how your approach would raise awareness of these local committees. We are looking for a creative and innovative approach to promoting the Local Joint Committees.</p> <p>We would like you to produce mock-ups of an A5 4pp leaflet, an A3 poster and a full colour advert (151mm x 100mm), to raise awareness of our local joint committee meetings.</p> <p>Outcome – From this campaign, we would expect improved involvement by local people in the LJsCs.</p>	
1.3.2	<p>Project 2 – Raise awareness of Shropshire’s museum service</p> <p>Background – The County Museum Service cares for a large collection of artefacts at several locations across the County. It is also in the process of developing a major new museum within Shrewsbury Music Hall. The museums aim to engender both a sense of place and a sense of pride to people of all ages including families and school groups. They are providing a service for local people as well as visitors to the county. A lively programme of special events, temporary exhibitions, guided walks, family activities and school visits are an important aspect to be promoted.</p> <p>Sites to feature include -</p> <p>Shrewsbury Museum and Art Gallery (currently at Rowley’s House and moving to the Music Hall in 2012)</p> <p>Shrewsbury Castle</p> <p>Acton Scott Historic Working Farm</p> <p>Much Wenlock Museum</p> <p>Ludlow Museum</p> <p>Target – People of all ages</p> <p>Style – friendly, fresh, colourful</p> <p>Message – Discover Shropshire’s fascinating heritage, have fun, learn something new.</p> <p>Mandatory – The appropriate Shropshire Council branding on every publication.</p> <p>Task – We would like you to come up with some concepts on how you would raise awareness of Shropshire’s museums. We would like you to produce mock-ups of a DL (A4 3 fold) 6pp leaflet, an A3 poster and a full colour advert (151mmx100mm).</p> <p>Outcome – From this campaign, we would expect improved visitor numbers at</p>	<p>Weight: 15 Max Marks: 150</p>

	our museums	
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2. Pricing		
2.1	<p>Please provide an exact figure for how much Project 1 above would cost Shropshire Council to commission from yourselves. Please include estimates for photography/illustrative work.</p> <p>£.....</p>	<p>Weight: 10 Max Marks: 100</p>
2.2	<p>Please provide an exact figure for how much Project 2 above would cost Shropshire Council to commission from yourselves. Please include estimates for photography/illustrative work.</p> <p>£.....</p>	<p>Weight: 10 Max Marks: 100</p>
2.3	<p>Please provide a breakdown of your hourly rates and any other charges which might be applied to projects - including administration charges. We understand that the majority of projects are subject to competitive quotes, but this breakdown will enable us to establish a basic benchmark for design.</p> <p>Shropshire Council has in place a Print Framework which covers lithographic and digital printing, large format and signage. Apart from specialist projects, the majority of reproduction procurement should be sourced by us from this framework and must include where appropriate Shropshire Council's Printing Services. Therefore apart from specialist work we will only be looking for you to provide the design element and provide finished artwork fit for the required production method.</p>	<p>Weight: 20 Max Marks: 200</p>



Tender Response Document

***IMC 066 – PRINT & DESIGN AND WEB SERVICES
FRAMEWORK
Category 2: Design
Lot 7: Web Design***

Name of TENDERING
ORGANISATION
(please insert)

Shropshire Council Tender Response Document

Contract Description:

Shropshire Council intends to set up a framework of suppliers for the provision of Print and Design related services.

This framework will be for a period of up to four years, commencing on 01st April 2014.

The framework is split into two categories: Printing Services and Design Services.

The Design Services Category is split into 4 Lots. This Tender Response is for Lot 7: Web Design.

Lot 7: Web Design

Web designers (or Front End designers/developers) who can create responsively designed sites, branded templates or other equivalent items to supplement the main Shropshire Council site. The Council has many projects which often incorporate our partners where we need effective stand-alone sites, or potentially sites which must fit within the Council design guidelines or to a standardised design template. These sites could include, client login and editing facilities as well as rich interactive media, and may require you to work with other providers to match your skills of design to another provider's skills in development.

Types of work could include: leaflets, booklets, and brochure style sites.

A maximum of 4 providers will be selected in Lot 7 to form the final Framework.

If accepted, the Contractor will form part of a framework of service providers of printing and design services who will be asked to quote as appropriate for individual work throughout the duration of this framework arrangement. Once a quotation is accepted, an individual contract will be formed subject to The Tender, the Standard and Special Conditions of Contract, the Tender Response document and the Instructions to Tender.

Instructions for the completion of this document

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section and require further clarification, please contact: the Procurement Team via email quoting the contract reference to procurement@shropshire.gov.uk.
2. Please refer to the instructions for tendering document forming part of this Invitation to tender for the conditions applying to all tenderers before completing this document.
3. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;

- a. Where the tenderer is an individual, by that individual;
 - b. Where the tenderer is a partnership, by two duly authorised partners;
 - c. Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
4. All questions require specific responses from you relating to the organisation named in the PQQ Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
 5. Where copies of certificates and other details are requested **a copy must** accompany the **hard copy** of your Tender Response Document.

Contents

Section	Description	Page
A1	Form of Tender	5
A2	Non-Canvassing Certificate	6
A3	Non-Collusive Tendering Certificate	7
A4	Declaration of Connection with Officers or Elected Members of the Council	8
You must sign all 4 certificates in sections A1 to A4		
B	Tender Schedule	9

Award Criteria

Tenders will be evaluated on the answers provided in this Tender Response Document and judged against the criteria shown in the table below. The following award criteria is made up of 'Quality' and 'Price' and shows how each criteria is to be weighted against each other.

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Quality 50% (500 marks)		
Section B / Q 1.1	Disability / Accessibility issues	5 / 50 max marks
Section B / Q 1.2	Translating Client Briefs – Creativity & Innovativeness	5 / 50 max marks
Section B / Q 1.3.1	Project – Homepage	20 / 200 max marks
Section B / Q 1.3.2	Project – Content Page	10 / 100 max marks
Section B / Q 1.3.3	Project – Log in Page	5 / 50 max marks
Section B / Q 1.3.4	Project - Timetable	5 / 50 max marks
Total for quality		50% / 500 max marks
Price 50% (500 marks)		
Section B / Q 2.1	Project Cost	30 / 300 max marks
Section B / Q 2.2	Cost Breakdown	20 / 200 max marks
Total for price		50% / 500 max marks

Quality Scoring Scheme

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings

Assessment	Mark	Interpretation
Excellent	10	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	9	
Good	8	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	7	
Acceptable	6	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	5	
Minor Reservations	4	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	3	
Serious Reservations	2	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	1	
Unacceptable	0	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

The use of odd numbers indicates an answer's allocated mark lies between definitions.

The tender receiving the highest mark for quality will receive the full 500 marks available for quality. Other tenders will receive a % that reflects the difference in the marks between those tenders and the tender receiving the highest mark for quality.

A submission will be rejected if it fails to exceed the minimum quality threshold mark of 50.0% overall.

Please note the SLG Project is provided for evaluation purposes only and will not lead to an award of contract for this particular project.

Price Evaluation

Price will be evaluated through 3 questions.

Section B 2.1 – The tender proposing the lowest cost for the project will receive the full 300 marks available for this question. Other tenders will receive a % that reflects the difference in the cost between those tenders and the tender receiving the highest mark for this question.

Section B 2.2 – This question will be evaluated using the scoring scheme on Page 3 of this document. The tender receiving the highest mark for this question will receive the full 200 marks available for this question. Other tenders will receive a % that reflects the difference in the marks between those tenders and the tender receiving the highest mark for this question. We will be looking at allocation of resources when marking this question.

The weighted marks for Questions 2.1 & 2.2 will then be added together to reach a final price score.

Section A: **1. Form of Tender**

Shropshire Council

Tender for – Provision of Print, Design & Web Services – Lot 7, Web Design

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for the provision of web design services for Shropshire Council at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions, copies of which we have received.

Signed Name.....

Date

Designation

Company.....

Address

.....

..... Post Code

Tel No Fax No

E-mail address

Web address

Section A:
2. Non-Canvassing Certificate

To: Shropshire Council (hereinafter called “the Council”)

I/We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Section A:
3. Non-Collusive Tendering Certificate

Non-collusive Tendering Certificate

To: Shropshire Council (hereinafter called “the Council”)

The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:-

- (a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the Services any act or omission.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Section A:
4. Declaration of Connection with Officers or Elected Members of the Council

Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?

Yes / No

If yes, please give details:

Name	Relationship

Please note:

This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.

Signed (1)	Status.....
Signed (2)	Status.....
(For and on behalf of))	
Date	

**Section B:
Tender Schedule**

1.	Quality	
1.1	What is your understanding of the implications of the disability discrimination act and accessibility design guidelines on your overall approach to design?	Weight: 5 Max Marks: 50
1.2	<p>Please provide a link to 2 sites that you have produced within the last 12 months and include a brief summary of the clients brief. You are required to explain your reasoning / processes behind the designs.</p> <p>We are looking for recent work, from within the last 12 months, which demonstrates your creative and innovative approach to meeting a specific brief whilst keeping up to date with the latest design trends. Your response must have a mix of standard 'html' as well as more complex 'Flash' based sites. Commentary to accompany the links should show how you have worked with clients brand identities and we will be looking for examples of how you have dealt with accessibility issues.</p>	Weight: 5 Max Marks: 50
1.3	<p>Shropshire Council's currently has a Shropshire Learning Gateway (SLG) which runs on an old version of Sharepoint. The SLG needs replacing and a new design implemented. This initial site will act as a pilot and if successful, as a template will become a solution we look to package up and resell to other local authorities.</p> <p>You are required to provide site mock-up's for this project. This question is split into three parts:</p> <ul style="list-style-type: none"> • Homepage Designs • Content Page Designs • Login Page Designs <p>A specification can be found on Page 11 of this document.</p>	
1.3.1	<p>Please design three versions of the SLG homepage.</p> <p>Please indicate what process would be undertaken to design and storyboard these.</p>	Weight: 20 Max Marks: 200
1.3.2	Please design a content page	Weight: 10 Max Marks: 100
1.3.3	Please design a login page	Weight: 5 Max Marks: 50
1.3.5	Please provide a delivery timetable for this project, including key milestones	Weight: 5 Max

		Marks: 50
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2. Pricing		
2.1	Please provide an exact figure for how much the above project would cost Shropshire Council to commission from yourselves £.....	Weight: 30 Max Marks: 300
2.2	Please provide a detailed quotation sheet which includes a comprehensive breakdown of the total cost provided in 2.1 above.	Weight: 20 Max Marks: 200

Design Specification

Site Design

The overall look of the site does not need to sit within the Shropshire Council branding framework. The site should also be easily accessible and engaging, clearly providing key messages to each of the facilities different user groups.

The site will engage all types of user groups including school administrators, teachers, governors and head teachers and focus on information provided for each group and their schools subscription:

- Lesson plans
- Events
- News
- HR related information
- Training notes
- Processes

The site will have a clear navigation and practical tools for finding information by

- Audience group
- Event location/type
- Permissions (schools can buy into different levels of bronze, silver and gold).

The design should clearly promote the audience types and what type of information can be found within each area.

Homepage

The homepage should be bright, colourful, engaging and encourage users to revisit the site on a regular basis. It should support the key vision of the site and either surface, or provide easy access to, many of key site components. It should also set a consistent style and structure that is themed through the remainder of the site.

Items to be included on the homepage

- Latest updates and announcements
- Target audience areas
- Are you looking for shortcut area
- Top tasks
- Search area

Content page (navigation second level)

- Where am I? breadcrumb to show the user where they are on the site
- Second level navigation for one the target audiences showing what is available to them.

Login page

When a user is presented with information they need to login to see (they may require different levels of access though bronze, silver or gold).



Tender Response Document

***IMC 066 – PRINT & DESIGN AND WEB SERVICES
FRAMEWORK
Category 2: Design
Lot 8: Web Application Development***

Name of TENDERING
ORGANISATION
(please insert)

Shropshire Council Tender Response Document

Contract Description:

Shropshire Council intends to set up a framework of suppliers for the provision of Print and Design related services.

This framework will be for a period of up to four years, commencing on 01st April 2014.

The framework is split into two categories: Printing Services and Design Services.

The Design Services Category is split into 4 Lots. This Tender Response is for Lot 8: Web Application Development.

Lot 8: Web Application Development

Innovative web application development agencies with a preference for (but not limited to) developing Umbraco based solutions, who can build complex web applications which could involve integrations with multiple back-office systems. You may be required to work with other providers in regards to design, or with our in-house developers/designers.

Types of work could include: complex systems to display complex data sets (e.g. bus timetables or route finding systems.) ecommerce platforms, web based business management solutions, surfacing complex datasets into simple API services.

A maximum of 4 providers will be selected in Lot 8 to form the final Framework.

If accepted, the Contractor will form part of a framework of service providers of printing and design services who will be asked to quote as appropriate for individual work throughout the duration of this framework arrangement. Once a quotation is accepted, an individual contract will be formed subject to The Tender, the Standard and Special Conditions of Contract, the Tender Response document and the Instructions to Tender.

Instructions for the completion of this document

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section and require further clarification, please contact: the Procurement Team via email quoting the contract reference to procurement@shropshire.gov.uk.
2. Please refer to the instructions for tendering document forming part of this Invitation to tender for the conditions applying to all tenderers before completing this document.
3. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;

- a. Where the tenderer is an individual, by that individual;
 - b. Where the tenderer is a partnership, by two duly authorised partners;
 - c. Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
4. All questions require specific responses from you relating to the organisation named in the PQQ Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
 5. Where copies of certificates and other details are requested **a copy must** accompany the **hard copy** of your Tender Response Document.

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You must sign all 4 certificates in sections A1 to A4		
B	Tender Schedule	9

Award Criteria

Tenders will be evaluated on the answers provided in this Tender Response Document and judged against the criteria shown in the table below. The following award criteria is made up of 'Quality' and 'Price' and shows how each criteria is to be weighted against each other.

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Quality 50% (500 marks)		
Section B / Q 1.1	Disability / Accessibility issues	2.5 / 25 max marks
Section B / Q 1.2	Translating Client Brief – Creativity & Innovativeness	5 / 50 max marks
Section B / Q 1.3.1	Project – CMS & Languages	10 / 100 max marks
Section B / Q 1.3.2	Project – Standards	5 / 50 max marks
Section B / Q 1.3.3	Project – Homepage HTML	10 / 100 max marks
Section B / Q 1.3.3.1	Project – Homepage functionality delivery	2.5 / 25 max marks
Section B / Q 1.3.3.2	Project – SLG site functionality maintainance	2.5 / 25 max marks
Section B / Q 1.3.3.3	Project – SLG site functionality testing	2.5 / 25 max marks
1.3.4	Project – Site Hosting	5 / 50 max marks
1.3.5	Project - Timetable	5 / 50 max marks

Total for quality		50% / 500 max marks
Price 50% (500 marks)		
Section B / Q 2.1	Project Cost	20 / 200 max marks
Section B / Q 2.2	Cost Breakdown	30 / 300 max marks
Total for price		50% / 500 max marks

Quality Scoring Scheme

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings

Assessment	Mark	Interpretation
Excellent	10	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	9	
Good	8	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	7	
Acceptable	6	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	5	
Minor Reservations	4	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	3	
Serious Reservations	2	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	1	
Unacceptable	0	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

The use of odd numbers indicates an answer's allocated mark lies between definitions.

The tender receiving the highest mark for quality will receive the full 500 marks available for quality. Other tenders will receive a % that reflects the difference in the marks between those tenders and the tender receiving the highest mark for quality.

A submission will be rejected if it fails to exceed the minimum quality threshold mark of 50.0% overall.

Please note the SLG Project is provided for evaluation purposes only and will not lead to an award of contract for this particular project.

Price Evaluation

Price will be evaluated through 2 questions.

Section B 2.1 – The tender proposing the lowest cost for the project will receive the full 200 marks available for this question. Other tenders will receive a % that reflects the difference in the cost between those tenders and the tender receiving the highest mark for this question.

Section B 2.2 – This question will be evaluated using the scoring scheme on Page 3 of this document. The tender receiving the highest mark for this question will receive the full 300 marks available for this question. Other tenders will receive a % that reflects the difference in the marks between those tenders and the tender receiving the highest mark for this question. We will be looking at allocation of resources when marking this question.

The weighted marks for Questions 2.1 & 2.2 will then be added together to reach a final price score.

Section A:

1. Form of Tender

Form of Tender

Shropshire Council

Tender for – Provision of Print, Design & Web Services – Lot 8, Mobile Application Development

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for the provision of mobile application development services for Shropshire Council at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions, copies of which we have received.

Signed Name.....

Date

Designation

Company.....

Address

.....

..... Post Code

Tel No Fax No

E-mail address

Web address

Section A:

2. Non-Canvassing Certificate

Non-Canvassing Certificate

To: Shropshire Council (hereinafter called “the Council”)

I/We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Section A:

3. Non-Collusive Tendering Certificate

Non-collusive Tendering Certificate

To: Shropshire Council (hereinafter called “the Council”)

The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:-

- (a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the Services any act or omission.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Section A:

4. Declaration of Connection with Officers or Elected Members of the Council

Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?

Yes / No

If yes, please give details:

Name	Relationship

Please note:

This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.

Signed (1)	Status.....
Signed (2)	Status.....
(For and on behalf of))	
Date	

Section B: Tender Schedule

1.	Quality	
1.1	What is your understanding of the implications of the disability discrimination act and accessibility design guidelines on your overall approach to design?	Weight: 2.5 Max Marks: 25
1.2	<p>Please provide a link to 1 site that you have produced within the last 12 months and include a brief summary of the clients brief and what CMS and languages you used to complete the build. You are required to explain your reasoning / processes behind the designs.</p> <p>We are looking for recent work, from within the last 12 months, which demonstrates your creative and innovative approach to meeting a specific brief whilst keeping up to date with the latest design trends. Commentary to accompany the links should show how you have worked with clients brand identities and we will be looking for examples of how you have dealt with accessibility issues.</p>	Weight: 5 Max Marks: 50
1.3	<p>Shropshire Council's currently has a Shropshire Learning Gateway (SLG) which runs on an old version of Sharepoint. The SLG needs replacing and a new design implemented. This initial site will act as a pilot and if successful, as a template will become a solution we look to package up and resell to other local authorities.</p> <p>You are required to provide site mock-up's for this project. This question is split into four parts:</p> <ul style="list-style-type: none"> • Proposed Solution – CMS and languages used • Meeting, Testing & Maintaining Standards • HTML Homepage (functionality delivery, maintenance and testing) • Site Hosting <p>A specification can be found on Page 11 of this document.</p>	
1.3.1	Please detail how you would deliver the SLG project. Please outline your approach and processes including what CMS and languages you would use	Weight: 10 Max Marks: 100
1.3.2	Please detail how the standards detailed in the specification would be met, tested and maintained.	Weight: 5 Max Marks: 50
1.3.3	Please include a mock-up HTML version of the homepage	Weight: 10 Max Marks: 100

1.3.3 .1	Please indicate how the homepage functionality will be delivered	Weight: 2.5 Max Marks: 25
1.3.3 .2	Please indicate how the SLG site functionality will be maintained	Weight: 2.5 Max Marks: 25
1.3.3 .3	Please indicate how the SLG site functionality will be tested	Weight: 2.5 Max Marks: 25
1.3.4	Please provide details of site hosting for this project <ul style="list-style-type: none"> ▪ where the website would be hosted ▪ what bandwidth/capacity would this hosting provide ▪ what measures would be in place to ensure continuity of service ▪ what measures would be in place to ensure that the data is backed-up regularly and that the backup data is protected and secure. ▪ What disaster recovery measures would be in place. ▪ What measures would be in place to ensure that the interactive elements of the site (login etc) were secure. 	Weight: 5 Max Marks: 50
1.3.5	Please provide a delivery timetable for this project, including key milestones	Weight: 5 Max Marks: 50

2.	Pricing	
2.1	Please provide an exact figure for how much the above project would cost Shropshire Council to commission from yourselves £.....	Weight: 20 Max Marks: 200
2.2	Please provide a detailed quotation sheet which includes a comprehensive breakdown of the total cost provided in 2.1 above. Please ensure you indicate the set up and any annual hosting / support costs associated with this.	Weight: 30 Max Marks: 300

Specification

Site design

The overall look of the site does not need to sit within the Shropshire Council branding framework. The site should also be easily accessible and engaging, clearly providing key messages to each of the facilities different user groups.

The site will engage all types of user groups including school administrators, teachers, governors and head teachers and focus on information provided for each group and their schools subscription:

- Lesson plans
- Events
- News
- HR related information
- Training notes
- Processes

The site will have a clear navigation and practical tools for finding information by

- Audience group
- Event location/type
- Permissions (schools can buy into SLG services).

The design should clearly promote the audience types and what type of information can be found within each area.

Functional Specification

Homepage

The homepage should be bright, colourful, engaging and encourage users to revisit the site on a regular basis. It should support the key vision of the site and either surface, or provide easy access to, many of key site components. It should also set a consistent style and structure that is themed through the remainder of the site.

Latest updates/announcements

- pulled through from individual content pages using a flag, displays up to five
- More updates button - click through to see a full list,
- Longer titles with meaning rather than pulling through content, should be a link to actual content page

Target audience buttons

- Static on the homepage
- gov.uk model next level down
 - option one: be able to create target audience page (one for each audience) with parent topics and add children underneath to display in list
 - option two: web developer template with hard coded links similar to planning homepage (risk, changing pages might make work if we have to do it)

- centrally controlled preferred rather than flagging content to be pulled through

Top tasks/quick links

- similar to shropshire.gov.uk (set centrally)

Search

Results returning

- displays all results including ones where permissions have been set –login needed plus level of access required e.g. has the school bought into a service, what members of that school can access what. Needs to be flagged in search results in place of actual content
- pulls back document results
- sponsored links

Navigation

Top level

- links to secondary navigation rather than content pages (on the whole)

Continuing navigation (can be several levels)

- almost secondary homepage for each area (centrally controlled)
- added modular page title/link/description (similar to gov.uk)
- need to be able to name pages so that 'where am I?' pulls through correctly

Final level

- something similar to new.shropshire.gov.uk where editor can add related links

Where am I? Menu

- shows the user where the page sits within site structure – clickable to move through levels

Content pages

- Same formatting as new.shropshire.gov.uk
- call to action buttons
- ability to add/hide/reveal without code
- FAQ templates – add images/imbed videos/lists within answer section
- Contact details area on page (suggest underneath final navigation)
- Ability to anchor shortcuts
- Forms library template
 - similar to elections - choose media folder to pull attachments from, automatically updates when new form added

- pages need to be linkable from continuing navigation
- a way to add attachments similar to elections
- (talk to Steve re. minutes etc) minutes template

Courses/events section

- something like a what can I recycle where template, filter courses by subject/setting/venue/date
- Course page featuring: course title, description, date, time, venue, cost, image, category and audience

Permissioning/logging in

Parts of the SLG need to be locked down so that they are only accessible to those schools that have bought into particular services. On top of that, once a school has bought into a service, a second level of authorisation is required for some of that content to be available to view. For example a school headteacher is able to view all content within that service and the school staff are able to view all content within that service except that which is deemed as headteachers eyes only.

Standards and accessibility

Any web application developed on behalf of Shropshire Council needs to meet a number of accessibility standards.

These standards include:

- wcag 2.0
- AA standards



Tender Response Document

***IMC 066 – PRINT & DESIGN AND WEB SERVICES
FRAMEWORK
Category 2: Design
Lot 9: Mobile Application Development***

Name of TENDERING
ORGANISATION
(please insert)

Shropshire Council Tender Response Document

Contract Description:

Shropshire Council intends to set up a framework of suppliers for the provision of Print and Design related services.

This framework will be for a period of up to four years, commencing on 01st April 2014.

The framework is split into two categories: Printing Services and Design Services.

The Design Services Category is split into 4 Lots. This Tender Response is for Lot 9: Mobile Application Development.

Lot 9: Mobile Application Development

Mobile application development agencies with experience of multiplatform mobile applications (Covering at least iOS, Android, Windows Mobile) who have experience using the various feature sets within current mobile phone (accelerometers, GPS, camera, multi-touch, HD/Retina, proximity sensors, NFC, infrared, gyroscope etc.) You may be required to integrate with multiple back office systems, and have the skills and knowledge to make resilient mobile applications and that mobile data is safe from any security threats. You may also be required to work with other providers or internal teams.

Types of work could include: Location aware reporting services (dog fouling, potholes etc.) or mobile business management applications (To allow officers to do their jobs whilst on the move)

A maximum of 4 providers will be selected in Lot 9 to form the final Framework.

If accepted, the Contractor will form part of a framework of service providers of printing and design services who will be asked to quote as appropriate for individual work throughout the duration of this framework arrangement. Once a quotation is accepted, an individual contract will be formed subject to The Tender, the Standard and Special Conditions of Contract, the Tender Response document and the Instructions to Tender.

Instructions for the completion of this document

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section and require further clarification, please contact: the Procurement Team via email quoting the contract reference to procurement@shropshire.gov.uk.
2. Please refer to the instructions for tendering document forming part of this Invitation to tender for the conditions applying to all tenderers before completing this document.

3. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed;
 - a. Where the tenderer is an individual, by that individual;
 - b. Where the tenderer is a partnership, by two duly authorised partners;
 - c. Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
4. All questions require specific responses from you relating to the organisation named in the PQQ Section B Question 1.1. All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
5. Where copies of certificates and other details are requested **a copy must** accompany the **hard copy** of your Tender Response Document.

Contents

Section	Description	Page
A1	Form of Tender	5
A2	Non-Canvassing Certificate	6
A3	Non-Collusive Tendering Certificate	7
A4	Declaration of Connection with Officers or Elected Members of the Council	8
You must sign all 4 certificates in sections A1 to A4		
B	Tender Schedule	9

Award Criteria

Tenders will be evaluated on the answers provided in this Tender Response Document and judged against the criteria shown in the table below. The following award criteria is made up of 'Quality' and 'Price' and shows how each criteria is to be weighted against each other.

Section / Question No.	Award Criteria	Weighting / Max Marks Available
Quality 50% (500 marks)		
Section B / Q 1.1	Disability / Accessibility issues	2.5 / 25 max marks
Section B / Q 1.2	Translating Client Briefs – Creativity & Innovativeness	7.5 / 75 max marks
Section B / Q 1.3	Project 1	12.5 / 125 max marks
Section B / Q 1.4	Project 2	12.5 / 125 max marks
Section B / Q 1.5	Testing	5 / 50 max marks
Section B / Q 1.6	Standards	5 / 50 max marks
Section B / Q 1.6	Timetable	5 / 50 max marks
Total for quality		50% / 500 max marks
Price 50% (500 marks)		
Section B / Q 2.1	Project Cost	20 / 200 max marks

Section B / Q 2.2	Cost Breakdown	20 / 250 max marks
Total for price		50% / 500 max marks

Quality Scoring Scheme

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings

Assessment	Mark	Interpretation
Excellent	10	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	9	
Good	8	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	7	
Acceptable	6	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	5	
Minor Reservations	4	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	3	
Serious Reservations	2	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	1	
Unacceptable	0	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

The use of odd numbers indicates an answer's allocated mark lies between definitions.

The tender receiving the highest mark for quality will receive the full 500 marks available for quality. Other tenders will receive a % that reflects the difference in the marks between those tenders and the tender receiving the highest mark for quality.

A submission will be rejected if it fails to exceed the minimum quality threshold mark of 50.0% overall.

Price Evaluation

Price will be evaluated through 2 questions.

Section B 2.1 – The tender proposing the lowest cost for the project will receive the full 250 marks available for this question. Other tenders will receive a % that reflects the difference in the cost between those tenders and the tender receiving the highest mark for this question.

Section B 2.2 – This question will be evaluated using the scoring scheme on Page 3 of this document. The tender receiving the highest mark for this question will receive the full 250 marks available for this question. Other tenders will receive a % that reflects the difference in the marks between those tenders and the tender receiving the highest mark for this question.

The weighted marks for Questions 2.1 & 2.2 will then be added together to reach a final price score.

Section A:
1. Form of Tender

Form of Tender

Shropshire Council

Tender for – Provision of Print, Design & Web Services – Lot 9, Mobile Application Development

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for the provision of mobile application development services for Shropshire Council at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the General Terms and Conditions, copies of which we have received.

Signed Name.....

Date

Designation

Company.....

Address

.....

..... Post Code

Tel No Fax No

E-mail address

Web address

Section A:
2. Non-Canvassing Certificate

Non-Canvassing Certificate

To: Shropshire Council (hereinafter called “the Council”)

I/We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender of any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Section A:
3. Non-Collusive Tendering Certificate

Non-collusive Tendering Certificate

To: Shropshire Council (hereinafter called “the Council”)

The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts:-

- (a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the Services any act or omission.

Signed (1) Status.....

Signed (2) Status.....

(For and on behalf of)

Date

Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?

Yes / No

If yes, please give details:

Name	Relationship

Please note:

This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.

Signed (1)	Status.....
Signed (2)	Status.....
(For and on behalf of))	
Date	

**Section B:
Tender Schedule**

1.	Quality	
1.1	<p>What is your understanding of the implications of the disability discrimination act and accessibility design guidelines on your overall approach to design?</p>	<p>Weight: 2.5 Max Marks: 25</p>
1.2	<p>Please provide a link to 2 mobile applications that you have produced within the last 12 months. Please include a brief summary of the clients brief and what methods/technologies you used to complete the build.</p> <p>We are looking for recent work, from within the last 12 months, which demonstrates your creative and innovative approach to meeting a specific brief whilst keeping up to date with the latest design trends. It must also show how you have worked with clients brand identities. We will be looking for examples of how you have dealt with accessibility issues.</p>	<p>Weight: 7.5 Max Marks: 75</p>
1.3	<p>The council need to show which a way to notify parents that schools are closed (this could be due to bad weather for example). Parents often have children at different schools so need to be able to see notifications for different schools.</p> <p>Please explain how you would go about solving this problem and what functionality your mobile application would have. Please include mock-ups.</p>	<p>Weight: 25 Max Marks: 250</p>
1.4	<p>Another requirement of the application would be for schools staff to update their schools status for parents to see via the application.</p> <p>Please explain how you would go about solving this problem and what functionality your mobile application would have. Please include mock-ups.</p>	<p>Weight: 12.5 Max Marks: 125</p>
1.5	<p>Please explain how you would test your mobile application including what devices.</p>	<p>Weight: 12.5 Max Marks: 125</p>
1.6	<p>Any web application developed on behalf of Shropshire Council needs to meet a number of accessibility standards.</p> <p>These standards include:</p> <ul style="list-style-type: none"> ▪ wcag 2.0 ▪ AA standards <p>Please indicate how these standards would be met, tested and maintained.</p>	<p>Weight: 10 Max Marks: 100</p>
1.7	<p>Please provide a delivery timetable for this project, including key milestones</p>	<p>Weight: 5 Max Marks: 50</p>

2.	Pricing	
2.1	Please provide an exact figure for how much the above project (Qu 1.3 – 1.6) would cost Shropshire Council to commission from yourselves £.....	Weight: 25 Max Marks: 250
2.2	Please provide a detailed quotation sheet which includes a comprehensive breakdown of the total cost provided in 2.1 above.	Weight: 25 Max Marks: 250

Company	LOTS								
	1	2	3	4	5	6	7	8	9
Adare Ltd					5				
Ariel Communications Ltd (t/a theAppStudio360)									9
Astley Ltd			3	4					
Aura Graphics Ltd				4					
Clear Design Consultancy Ltd							7		
Document Outsourcing Ltd					5				
Graphic & Print (Telford) Ltd	1	2	3						
Impact Mail & Print (UK) Ltd					5				
L G Davis Ltd	1	2							
Lexon Group	1								
Mentor Digital								8	
Morello Digital								8	
Nexus Creative Ltd							7		
Ontrac Agency							7		
Room for Design						6			
Shoothill Ltd									9
Source Design Ltd								8	9
Tudor Print & Signs		2	3						
View Creative Ltd						6	7		
Yarrington Ltd						6			