

**From:** [Foi Enquiries](#)  
**To:** [REDACTED]  
**Subject:** FOI-17-0807 - Postal Votes  
**Date:** 10 July 2017 08:23:23  
**Attachments:** [Further Information - Right to Review & Appeal.pdf](#)  
[JTT Electoral Services published.pdf](#)  
[Lot 2 Idox SIR Order Form Redacted.pdf](#)

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Dear [REDACTED],

Thank you for your information request of 7 June 2017. Aberdeen City Council (ACC) has completed the necessary search for the information requested.

**FOI-16-1614 referred to a contract between 2012 and the current date between Idox and the City Council to supply a service for the management of postal votes in Aberdeen.**

**I would like to see in relation to this contract(s):**

- 1. any excerpt from the contract terms in place at the time of the 2014 Scottish Independence Referendum specifying any requirement on Idox to provide a service compliant with election laws, statutes and regulations;**
- 2. any documentation describing the workflow for the processing of returned postal ballot packs, including the receipt of postal votes, the checking of postal voting statements and the removal of ballot papers associated with failed PVS, as in place during the 2014 Scottish Independence Referendum;**
- 3. details of the payments made by Aberdeen City Council on behalf of the Counting Officer to Idox for provision of postal vote management services for Aberdeen in the 2014 Scottish Independence Referendum;**
- 4. confirmation whether the contract(s) fall within the oversight of the Accounts Commission/Audit Scotland.**

This information is held by Aberdeen City Council on behalf of the Returning Officer. As such, it is not held by Aberdeen City Council for the purposes of the Freedom of Information (Scotland) Act 2002.

Under our duty to provide advice and assistance, and in an effort to be open and transparent, we contacted the Depute Returning Officer and they have advised that they are happy to provide the following information:

*Please see attached Framework Agreement and IDOX Terms & Conditions. There are no contract details specific to a particular poll during the lifetime of the framework other than the call off order form – also attached. These documents also contain information on payments made. The contract would fall under the oversight of Accounts Commission/Audit Scotland.*

Please note, Aberdeen City Council was acting as a central purchasing body on behalf of the Returning Officer.

ACC is unable to provide you with information on **a contract between 2012 and the current date for Idox to supply a service for the management of postal votes in Aberdeen** as it is not held by ACC. In order to comply with its obligations under the terms of Section 17 of the FOISA, ACC hereby gives notice that this information is not held by it.

We hope this helps with your request.

Yours sincerely,

Information Compliance Team

### **INFORMATION ABOUT THE HANDLING OF YOUR REQUEST**

ACC handled your request for information in accordance with the provisions of the Freedom of Information (Scotland) Act 2002. Please refer to the attached PDF for more information about your rights under FOISA.

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Tel 03000 200 292

\*03000 numbers are free to call if you have 'free minutes' included in your mobile call plan.  
Calls from BT landlines will be charged at the local call rate of 10.24p per minute (the same as 01224s).

[www.aberdeencity.gov.uk](http://www.aberdeencity.gov.uk)



**ABERDEEN**  
**CITY COUNCIL**

**INVITATION TO TENDER**  
**(Open Procedure)**

**FOR THE**

**PROVISION OF ELECTORAL SERVICES FOR THE  
RETURNING OFFICER**

**Issued on: 23 August 2013**

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## 1. INTRODUCTION

Aberdeen City Council is acting as a central purchasing body for the purpose of procuring a number of suppliers to be appointed to a framework agreement to provide electoral services for the Returning Officers for itself and Aberdeenshire Council. Each Council will enter into separate all-off contracts with the successful suppliers as and when any Services are required.

In this ITT any reference to the “Councils” means Aberdeen City Council. And Aberdeenshire Council.

### 1.1 Aberdeen City Council

Aberdeen is a city of international significance and the commercial hub that drives the regional economy of the North-east of Scotland. The influence of the oil and gas industry over the past 30 years has been considerable, helping to raise living standards in the city and contributing to income levels that have been considerably above the UK and Scottish averages.

Aberdeen City Council (the Council) is responsible for providing a wide range of services to citizens. The latest (2011) population estimate for Aberdeen is 222,420. This is the eighth-highest council area population total in Scotland. There are 13 electoral wards within the city.

The Council's structure is based on five directorates in addition to the Office of Chief Executive. They are:

- Social Care and Wellbeing;
- Education, Culture and Sport;
- Corporate Governance;
- Housing and Environment;
- Enterprise, Planning and Infrastructure.

The Council currently employs over 10,000 staff and is responsible for an annual revenue budget of around £456m.

### Aberdeenshire Council

**Aberdeenshire Council** is responsible for providing a wide range of services to the population of Aberdeenshire. Aberdeenshire currently has a population of circa 247,600 with approximately 11,000 non-domestic and 112,000 domestic properties. There are currently 19 multi-member electoral wards with a number of Councillors in each. There are currently 68 elected Councillors which comprise the Council.

Aberdeenshire Council currently comprises the following Services:

Infrastructure Services;  
Education, Learning and Leisure;  
Housing and Social Work;  
Corporate Services  
Chief Executive Service.

Aberdeenshire Council currently employs over 13,500 workers and is responsible for an annual revenue budget of around £707 million.

## **1.2 Purpose of this Document**

The purpose of this Invitation to Tender (“ITT”) is to invite tenders for the provision of various electoral services (“the Services”) for the Council’s Returning Officer (“RO”) in accordance with the requirements detailed in this document. Tenderers are invited to submit a tender (their “Response”) in accordance with the instructions detailed in this document.

### **Framework Agreement**

The Services are divided into a variety of Lots as detailed in Paragraph 3.2 hereof. There is a requirement to set-up a Framework Agreement with up to 4 suppliers per Lot. Tenders can therefore be submitted by an organisation for a single Lot or multiple Lots. It is anticipated that successful Tenderers will be appointed to a Framework Agreement in accordance with the requirements detailed in this document. There will be no obligation on the Council to award any orders under the Framework Agreement and the Council makes no definite commitment to purchase any defined level of the Services. It is anticipated that Aberdeenshire Council will only require services from Lot 1, whereas Aberdeen City Council may require Services from all Lots.

### **Call Off Procedure**

The provision of Services will be requisitioned during the term of the Framework Agreement on a “call off” basis as and when required. When any Services are required all suppliers for the appropriate Lot on the Framework Agreement will be contacted in writing defining the particular requirements and circumstances for that call-off contract and inviting them to compete in a mini-competition for that call-off contract. The Councils shall do this by using a pro-forma in the format shown at Appendix A.

Mini-competition will be evaluated and the call-off contract will be awarded to the supplier submitting the lowest price, provided that their response complies with the requirements detailed in paragraph 3.2 of this document and any further requirements detailed in the call-off documents, including any prescribed timescales.

Where a mini-competition response does not comply with the requirements detailed in paragraph 3.2 of this document and any further requirements

detailed in the call-off documents, the supplier submitting the next lowest price will be awarded the contract provided that their mini-competition response complies with the requirements detailed in paragraph 3.2 of this document and any further requirements detailed in the call-off documents, including any prescribed timescales. This procedure will be repeated where compliance cannot be met until the Council's specific requirement is met.

All suppliers who submit a mini-competition response will be notified of the outcome of the call-off procedure.

The criteria for awarding call-off contracts as detailed above will apply for the life of the Framework Agreement and will not be open to amendment.

The Councils shall undertake the call-off process separately on behalf of their own organisation.

### 1.3 Enquiries

All enquiries concerning this ITT should be raised via the Q&A function at [www.publiccontractsscotland.gov.uk](http://www.publiccontractsscotland.gov.uk)

Tenderers should note that telephone enquiries with respect to this ITT will not be accepted.

Where Tenderers have any enquiries about the ITT, these should be raised in writing at least 10 days in advance of the deadline detailed in Section 2.4 of this ITT.

## 2. INSTRUCTIONS TO TENDERERS

### 2.1 Format of the Response

Tenderers are required to submit the following:-

1. Completed Selection Questionnaire (see Section 6)
2. Reference Form (Appendix H)
3. Business Continuity Questionnaire (Appendix I)
4. Completed Award Questionnaire (see Section 7)
5. Pricing Schedule (see Section 8 and Appendix J)
6. Completed and Signed Declaration (see Section 9)

**The Council reserves the right to reject any Response which fails to meet any requirement set out in this ITT.**

Responses must be submitted strictly in accordance with the provisions of this ITT. Tenderers must not make any unauthorised alteration or addition to this ITT.



Responses must not:-

- be qualified;
- be conditional; or
- be accompanied by statements which could be construed as rendering them equivocal and/or placed on a different footing of those of other Tenderers.

The Declaration at Section 9 of this ITT must be **fully** completed and signed in accordance with the instructions provided. Responses will be rejected if this Section is not signed and completed as required.

**Tenderers are required to submit (2) printed copies of their Response along with one copy on CD / memory stick in Microsoft Office format. Please ensure your company name is clearly marked on your Response and that all copies of your Response are signed where indicated in accordance with the instructions outlined within this ITT documentation.**

Publicity or information brochures must not be included within Responses unless specifically requested by the Council.

Tenderers' Responses and all associated documentation must be submitted in English.

The Council's decision on the compliance and/or validity of a Response shall be final.

**Where requested, Tenderers must provide the Council with any necessary clarification on any of the information contained within their Response.**

## **2.2 Terms & Conditions of Tendering**

Tenderers must submit all documents referred to in Section 2.1 above. Failure to complete and submit these documents will result in the Response being rejected.

The Council reserves the right to make judgement upon the financial stability of any Tenderer and to disqualify them on this basis if they are deemed not to be financially stable. The Council reserves the right to make judgement upon whether a Tenderer is unable to comply with any mandatory requirement and in such instances the Response may be deemed invalid and disqualified from the evaluation process.

The Council reserves the right to make changes of a drafting nature to the ITT, which must be accepted by Tenderers without reservation.

Where Tenderers have any enquiries about this ITT they should be raised as soon as possible, and in any case must be received by the Council not less than 10 days before the final date for submission of Responses. This allows sufficient time to enable the Council to gather and supply any requested clarification information. Where any such enquiry has been made by a Tenderer, the Council will circulate to all Tenderers a copy of the enquiry (without revealing the identity of the Tenderer making the enquiry) and the Council's written reply.

If necessary, the Council reserves the right to request Tenderers to expand on their Responses in writing where further clarification is needed.

The Council reserves the right to be able to call for bonds, warranties, or guarantees from the successful Tenderer as it considers necessary.

The effect of any proposals on actual or potential competition will be taken into account. Normal competition legislation and procedures will apply to any contracts that the Council proposes to enter into.

The Council shall reject any Response if the Tenderer has made a serious misrepresentation in supplying any information requested.

Responses shall be submitted on the basis that Tenderer's offer shall remain in force for a minimum of 120 days from the date fixed for the submission of Responses.

If the Council has not accepted a Response within this period it shall remain in force without variation. Tenderers may at any time after this period give notice in writing to the Council to accept their Response. Such notice must be sent by registered post or recorded delivery or delivered by hand to **The Head of Legal and Democratic Services, Aberdeen City Council, Woodhill House, Westburn Road, Aberdeen, AB16 5GB**. Following the service of such notice the Council will have seven days, not including the day of service, within which it may accept the Response. If the Council does not do so within seven days, the Response will be deemed to be withdrawn. Tenderers shall not withdraw their Response except in the manner provided for in this paragraph.

The Framework which may flow from this ITT shall be for a duration of 4 years.

It is intended that the Framework Agreement shall commence on:

**11 November 2013**

(but this may be subject to change).

It is understood that your organisation accepts, as acknowledged by the signature of your authorised officer on the agreed Declaration, these

Instructions to Tenderers as a binding contractual relationship between the Council and your organisation insofar as the conduct of this tender process is concerned and recognises that any departure from these terms will cause financial loss to the Council. You further accept that in issuing this ITT, the Council is in no way committed to accepting your Response nor contracting with you.

### 2.3 Price

Tenderers' pricing must be presented in the Pricing Schedule (See Section 8 and Appendix J) which must be fully completed providing a detailed breakdown of prices in pounds sterling excluding VAT.

Prices must include all travel and subsistence expenses, if applicable.

For the duration of the Framework Agreement, pricing will be subject to mini-competitions between the Framework suppliers as detailed in section 1.2 of this document.

Where options are requested by the Council these should be priced separately and clearly within the Pricing Schedule.

Where a Response to any point has a price implication, that price shall be clearly identified within the Pricing Schedule.

Tenderers should identify and price, against each appropriate point, any Services proposed in addition to those specified in this ITT.

The Council does not bind itself to accept the lowest or most economically advantageous Response, and where this procurement process permits, may accept part of a Response.

If the Council suspects that there has been an error in the pricing of a Response, the Council reserves the right (but is not obliged) to seek such clarification as it considers necessary from that Tenderer only.

### 2.4 Submission details

Responses must be clearly marked:

Tender – For the provision of Electoral Services for the Returning Officer  
***(A tender label will be available to download from the Public Contracts Scotland website together with the Tender documents.)***

and submitted to:

The Head of Legal and Democratic Services  
Aberdeen City Council  
Woodhill House  
Westburn Road  
Aberdeen  
AB16 5GB

To arrive no later than: **16.00 hours on Tuesday, 8<sup>th</sup> October 2013.**

It is the responsibility of each Tenderer to ensure that the Response is received at the above address before 4pm on the closing date stipulated.

All Responses received after the closing time will be disqualified and will not be considered and will be opened, identified and returned to the sender immediately.

The pre-addressed tender return label has been specifically selected so that it is clearly identifiable when received with other mail. Should you enclose your Response within a standard envelope or send it by courier service within their special envelopes, the tender return label must be attached as a label and prominently displayed on such envelopes for ease of identification on arrival at the Council's premises. Responses should not bear any indication of your identity through any marking or franking on the envelope.

All Responses which are delivered by hand, or sent by courier service must be delivered to the premises outlined above where a receipt will be given detailing the date and time of receipt of the tender.

## **2.5 Tender Evaluation**

Responses will be evaluated at all stages against pre-determined Evaluation Criteria as provided below. Appointment to the framework will be on the basis of the most economically advantageous Tender to the Council and the evaluation will take place in two stages: - (1) Selection; and (2) Award.

### **Stage 1 – Selection Criteria**

Stage 1 involves an assessment of Responses to the Selection Questionnaire at Section 6 in order for the Council to select the Tenderers to be taken forward to stage 2. Tenderers will only be taken forward to stage 2 if the Council determines that they have sufficient capacity and capability to deliver the Services.

At Stage 1, the Council will disqualify any Tenderers who:-

- a. meet any of the mandatory rejection factors specified in regulation 23(1) of the Public Contracts (Scotland) Regulations 2012 as amended ("the 2012 Regulations") (see Part B of the Selection Questionnaire);

- b. fail to submit a completed response to the ITT before the deadline stated in Section 2.4 above;
- c. fail to submit a correctly completed and signed declaration (see Section 9);
- d. fail to meet the minimum standards of economic and financial standing specified below. Tenderers who do not meet these minimum standards will not be eligible for award of contract.

<b>Standard</b>	<b>Evidence of Standard</b>
Tenderers must commit that they either already have in place or that they will put in place insurances to meet the minimum insurance levels as specified in Part C of the Questionnaire.	Response to Part C7 of the Selection Questionnaire
Tenderers must be deemed to have sufficient financial standing to deliver the requirements of the Council as set out in this ITT.	Financial viability will be assessed by the Council's Head of Finance using a credit check based on the information provided in Responses to Part A (Organisation Information) or Part C (Economic and Financial Standing) of the Selection Questionnaire.

- e. fail to meet the minimum standards of technical and professional ability specified below. Tenderers who do not meet these minimum standards will not be eligible for award of contract.

<b>Standard</b>	<b>Evidence of Standard</b>
A demonstrable track record of successful delivery of similar Services in the past three years as detailed in the requirements described at Section 3.2.	Response to C13 of the Selection Questionnaire
Tenderers must be able to satisfy the Council as to the adequacy of the Tenderer's Business Continuity Plan.	Response to the Business Continuity Questionnaire as detailed in C14 of the Selection Questionnaire
Tenderers must be able to satisfy the Council that they have the experience necessary to deliver the Services, including experience of managing elections being held on the day for different customers.	Response to C11, C12 and C17 of the Selection Questionnaire

- f. who meet any of the optional rejection factors specified in regulation 23(4) of the 2012 Regulations (see Section B of the Selection Questionnaire).

Also at Stage 1, the Council **may** disqualify any Tenderer who fails to provide a Response to any questions in this ITT or inadequately or incorrectly completes any question.

### **Stage 2 – Award Criteria**

The second stage in the evaluation process involves an evaluation of the Responses from Tenderers who have progressed from the Selection stage.

Tenderers who proceed to the Award stage will be evaluated as follows: -

Where the Council states any mandatory requirements the first stage of the Council's evaluation is to check each Response for compliance. Where a Response has not met any mandatory requirement it will be rejected.

Responses will then be evaluated against the Award Criteria noted below and up to 4 suppliers per Lot will be appointed to the Framework Agreement based on the most economically advantageous Tenders from the point of view of the Council.

**Price: 30 % of overall score**

#### **Price will be scored as follows:-**

- The lowest priced tender (LPT) will be allocated 100 points. Each Lot will be treated as a separate evaluation, with 100 points allocated to each Lot's lowest price tender. Price totals will be calculated during evaluation based on the electorate figures provided and will include:

- One scheduled electoral event of each type – European, Referendum, UK Parliamentary, Scottish Parliament and Local Government. (the Referendum will be based on Local Government figures)
  - For Aberdeen City an additional 5,000 electorate will be added to the Local Government calculation to account for the possibility of Community Council elections
  - For Aberdeen City an additional 7,000 electorate will be added to the Local Government calculation to account for the possibility of Local Government By-Elections
- Other tenders will be allocated  $100 * LTP/TP$  where TP is the tender price and LTP is the Lowest Tender Price (for example, a Tenderer submitting a price 10% higher than the lowest tender price will receive 91 points).

**Quality: 70 % of overall score**

**Quality will be evaluated as follows:-**

<b>Quality Criteria</b>	<b>Weighting</b>
Section D. Lot Responses	Unscored
Section E (1-10). Technical Merit General Questions	30%
Section E (11-44). Technical Merit Lot Specific Questions	70%

Questions E1-10 inclusive are relevant to all lots and account for 30% of the scoring and must be completed by all Tenderers no matter how many of the lots they are bidding for. Questions E11-44 are specific questions relating to each of the lots and account for 70% of the scoring for each lot.

Tenderers may bid for any combination of lots but must complete section D to make clear which lots they are bidding for.

Appendix D states which questions should be answered for each Lot and the sub-weightings for all the questions.

Sub-weightings are 1, 2 or 3 and are based on the importance of the question, 1 being average and 3 being very important. The Quality Scores awarded (see below) will be multiplied by the sub-weighting to calculate an overall score for the question e.g. a score of 8 on a question with a sub-weighting of 2 will be awarded 16.

Quality Scores will be awarded as follows:

<b>Score</b>	<b>Standard</b>
10	Excellent response that meets the requirements. Indicates an

	excellent response with detailed supporting evidence and no weaknesses. Response demonstrates that this Tenderer will provide outstanding services if awarded.
8	A good response that meets the Council's requirements with good supporting evidence. Demonstrates good understanding.
6	Meets Requirements. The response generally meets the Council's requirements, but lacks sufficient detail to award a higher mark.
4	A response/answer/solution with reservations. Lacks convincing detail of the methodology to be applied and/or medium risk that the proposed approach will not be successful.
2	An unacceptable response/answer/solution with serious reservations. Limited detail of the methodology to be applied and/or high risk that the proposed approach will not be successful.
0	No submission/submission not relevant

**It should be noted that the Council is not bound to accept the Response returning the best overall score.**

## 2.6 Freedom of Information

Tenderers should be aware that whilst the Council shall use its best endeavours to hold confidential any information provided in the Response submitted, this shall be subject to the Council's obligations under law, including the Freedom of Information (Scotland) Act 2002 ("FOISA"). If a Tenderer considers that any of the information submitted in their Response should not be disclosed because of its sensitivity, then this should be stated within the Response together with details of why the information is considered to be sensitive. The Council will then consult with the Tenderer in considering any request received under FOISA before replying to such a request. In addition, the Council will agree a schedule of confidential or otherwise sensitive matters with the successful Tenderer. This schedule shall be attached to any contract which may flow from this tender process.

Notwithstanding the above, the Council reserves the right to ultimately determine whether information requires to be released in accordance with the provisions of FOISA, and shall disclose information where it is of the view that there is a legal duty to do so.

## 3. SPECIFICATION

### 3.1 Background To The Requirement

The purpose of this document is to specify the requirements for the provision of electoral services for the RO of the Councils.

During the period of the contract the Councils' RO expects to require services for the following elections:



2013	Currently there are no planned elections, however this may be subject to change
2014	European Parliamentary Elections, Referendum on Scottish Independence
2015	UK Parliamentary Elections
2016	Scottish Parliamentary Elections
2017	Local Government Elections (this is subject to any other negotiated contracts agreed by Scottish Government or The Election Management Board for Scotland, with any such contract taking precedence over this contract for the provision of electoral services or part thereof for Local Government Elections)

This Services required may also relate to any elections, referenda and by-elections (including those which have not yet been established in law) and the supplier(s) must be able to manage more than one electoral event being held on the same day.

### 3.2 Detail Of The Services To Be Provided

The scope of the Tender is divided into separate Lots for each Service requirement. It is anticipated that Aberdeenshire Council will only require Services from Lot 1, whereas Aberdeen City Council may require Services from all Lots.

The Lots are as follows:

- Lot 1 – Printing and Issuing Poll Cards
  - Printing and Issuing Postal Voting Packs
  - Printing of Ordinary and Tendered Ballot Papers
- Lot 2a – Absent Voter Personal Identifier Verification System
- Lot 2b – Postal Vote Management Service
- Lot 3 – Electronic Voting Solution(s)
- Lot 4 – Electronic Counting System

#### Lot 1 – Aberdeen City Council and Aberdeenshire Council

##### Printing and Issuing Poll Cards

The designing, printing, packaging, issuing and delivering of Poll Cards, Postal Poll Cards, Proxy Poll Cards and Proxy Postal Poll Cards.

Each poll card must, by law, follow the prescribed form in the election rules or be a form to 'like effect'. The Electoral Commission example templates are in 'like effect' and contain the legislative requirements.

The poll cards are likely to include:

- The electoral area name (constituency, ward and council, region)
- The elector's name, address and number on the register

- The date and hours of poll
- For polling station voters – the location of the polling station
- For postal and proxy postal voters – confirmation that they will receive a postal vote with an indication of when and information on how to cancel their postal vote
- For proxy and proxy postal voters – the proxy's name and address in addition to the details of the elector
- The prescribed instructions on the back

These should be produced in clear, large print including any other information the RO deems appropriate such as a helpline number and email, maps showing the location of polling stations, postal and proxy application deadlines.

The supplier must provide a secure means of transferring, receiving and storing electronic data files (in accordance with Appendix E).

Proofs of poll cards will be supplied to the RO for approval prior to the full print run being undertaken in an electronic format. The supplier will make available to the RO quality assurance checks before issue which may include a site visit and/or physical check.

The supplier must undertake all associated issuing functions including the collation, quality checking, sealing and posting of packs via Royal Mail for all elections and referenda during the call-off contract period where requested for those mini competitions they have been successful in. License numbers to be used for postage will be provided by the RO.

### **Printing and Issuing Postal Voting Packs**

The designing, printing, packaging, issuing and delivering of Postal Voting Packs which are likely to consist of:

- A C5 outer envelope with the voters address on the front (either printed or visible through a window) and the RO's address on the back listed as the return address if undelivered. On the front it should also be marked 'BALLOT PAPER ENCLOSED - PLEASE OPEN AND RETURN IMMEDIATELY' and pre-printed with the mail service license details.
- A Ballot Paper printed in accordance with the relevant statutory regulations. The size of the ballot papers will be dependent on the number of candidates in each electoral area or number of questions in a referendum as annotated in the pricing schedule (Appendix J).
- A 'Declaration of Identity' or 'Postal Voting Statement' which will be printed in accordance with the statutory regulations. It will have a statement declaring that the person completing the voting papers is the person to whom the ballot paper was sent and a space for their signature and Date of Birth. It will be pre-printed with the voters name and address and bar-coded with the relevant information.
- A return 'A Envelope', into which the ballot paper is placed.

- A return 'B Envelope' into which the voter places the 'A Envelope' and declaration of identity for return by post to the RO. It will be pre-printed with the return address and the mail service license details.
- A voter information sheet in an agreed form.
- A one-piece mailer for postal vote returns in an agreed format would be acceptable.
- Other enclosures as may be necessary.

The supplier must provide a secure means of transferring, receiving and storing electronic data files (in accordance with Appendix E).

The design of the outgoing and return envelopes will meet Royal Mail and any statutory specifications.

Proofs of postal voting packs will be supplied to the RO for approval prior to the full print run being undertaken in an electronic format (and hard copy if requested). The supplier will make available to the RO quality assurance checks before issue which may include a site visit and physical check.

The supplier must undertake all associated issuing functions including the collation, quality checking, sealing and posting of packs via Royal Mail for all elections and referenda during the contract period where requested for those mini competitions they have been successful in. License numbers to be used for postage will be provided by the RO.

The supplier will also provide the RO with blank packs for each electoral area (the amount to be determined, election by election) sufficiently early. At a scheduled election this is likely to be around 200 packs but the exact figures will be confirmed by the RO.

The supplier should be able to extract those postal packs identified by the RO as not to be issued and either destroy the packs onsite or return them to her as per directions.

On completion of each agreed issue of postal packs the supplier will provide the RO with a list of those who have been issued with a postal voting pack (Postal Voters List) including electoral area, electoral number, name and address, UIM and ballot paper number.

On completion of the issue, the supplier will provide the RO with the data files required for the Absent Voter Personal Identifier Verification System – see example (Appendix B).

The supplier must be able to produce and collate postal packs using ballot papers produced by another supplier, if required.

### **Printing of Ordinary and Tendered Ballot Papers**

The printing of all ordinary and tendered ballot papers, printed in accordance with the relevant statutory regulations or rules.

The supplier must liaise with the suppliers of other services as necessary such as the postal voting pack printer, the supplier of the Absent Voter Personal Identifier Verification System and the Electronic Voting Solution supplier in order to ensure compatibility.

Proofs supplied to the RO must be approved prior to the full print run being undertaken in an electronic format (and hard copy if requested).

The size of the ballot papers will be dependent on the number of candidates in each area or number of questions in a referendum as annotated in the pricing schedule (Appendix J).

Ordinary ballot papers will be supplied in books of 100 and routinely be white. Tendered ballot papers will be supplied in books of 20 (25 for Aberdeenshire) and routinely be pink. Any other colour or shade of ballot papers will be specified where appropriate.

The supplier will also provide large print ballot papers – one A3 laminated and one A2 – and a Corresponding Numbers List per polling station.

Ballot papers will be numbered in accordance with the instructions provided by the RO.

All ballot papers must be packaged and delivered to the RO (or a nominated venue) in number order per polling station and labelled as such.

Postal ballot papers will be supplied as part of the packs described in Lot 1 – Printing and Issuing Postal Voting Packs.

## **Lot 2a – Aberdeen City Council only**

### **Absent Voter Personal Identifier Verification System**

A software solution provided to increase the accuracy, security and efficiency of the management of returned postal votes. The system is to electronically verify and adjudicate personal identifiers on postal voting statements and to scan and match all postal vote statements with accompanying postal ballot papers, ensuring that only valid ballot papers go forward to the count.

The supplier must liaise with the suppliers of other services as necessary such as the postal voting pack printer, to ensure bar-coding recognition compatibility.

A system of secure transfer, receipt and storage of all electronic elector data files and images required for the delivery of the system must be provided (in accordance with Appendix E).

The supplier must provide confirmation of suitability of postal vote identifier images and provide details of any missing images prior to the commencement of postal vote sessions.

The software must allow validation and adjudication of absent vote identifiers for 100% of all postal votes returned.

The system must allow for the scanning and verification of one or more ballot papers for each postal voting pack returned.

The system must provide a range of daily status reports including but not limited to:

- The number of valid, provisionally rejected and rejected statements and ballot papers scanned and the reason for their rejection
- The marked register of postal voters
- Form K or equivalent – see example (Appendix C)

The system must detect and report on duplicate postal voting statements and ballot papers and replaced or lost postal voting statements and ballot papers.

The supplier must state what they will be providing e.g. servers, scanning equipment and all other hardware associated with the delivery of the system. The Council will make all necessary physical, building security arrangements.

On site project management may be provided consisting of some or all of the following: - delivery and installation of the system, full system testing before commencement of the opening sessions, training of the RO and her staff where required, onsite support and technical support and decommissioning of the site. Details of any of these additional elements should be provided in tenderers' responses.

## **Lot 2b – Aberdeen City Council only**

### **Postal Vote Management Service**

Absent Voter Personal Identifier Verification System as per Lot 2a but to include a fully managed service as detailed below.

A managed service of opening, scanning, matching and extracting postal vote documents for the entire duration of the postal vote opening project. The team will include the following staff / roles;

- A site manager
- Supervisors
- Operators
- Technical staff

The supplier will be responsible for the recruitment, training and management of staff involved in the opening and scanning processes.

The RO and her staff will be responsible for adjudication.

The supplier will liaise with RO staff to ensure the suitability of opening facilities and the requirements of the accommodation including but not limited to size, equipment, power and layout.

The site manager must brief the RO and train all staff to ensure everyone fully understands the process and what each of their roles entails.

The service must include provision of software, servers, scanning equipment and all other hardware associated with the delivery of the system.

The service must include delivery and installation of the system, full system testing before commencement of the opening sessions, onsite support and technical support and decommissioning of the site.

The supplier must work closely with Royal Mail and the RO to ensure delivery arrangements are agreed and understood.

The process delivery must successfully follow best practice guidelines and associated legislation.

The software used must meet all of the requirements outlined in Lot 2a – Absent Voter Personal Identifier Verification System.

### **Lot 3 – Aberdeen City Council only**

#### **Electronic Voting Solution(s)**

The supplier should define which type(s) of electronic voting solutions they can provide. These may include but are not limited to:

- Internet voting
- Electronic voting within polling stations
- As above with touch screen facilities
- Telephone voting
- SMS voting

If any new technologies become available after the original submission, the supplier may make the Council aware of these during the next Call Off which takes place or in any updates provided to the Council.

The supplier must liaise with the suppliers of other services as necessary such as the postal voting pack printer, to ensure bar-coding recognition compatibility

The supplier should explain what the unique identifiers will be for electors e.g. passwords and how double voting will be avoided both via the same method or more than one method.

The supplier must assign a dedicated project team including a project manager as the primary point of contact for the RO and technical support staff for the duration of the Call-Off Contract.

System(s) should meet the ROs requirements e.g. layout, colour, wording, and tested by the supplier and approved by the RO prior to going live.

The system must allow for various methods of voting to simultaneously take place including traditional paper based voting and for the results to be counted electronically or manually. The supplier must confirm the functionality of the system to export data for the purposes of electronic or manual counting.

The system should produce reports for the RO to ensure a fully auditable and traceable voting process.

Please provide details of any additional services available including but not limited to electronic voting promotional campaign or paper guidance / instructions to voters.

#### **Lot 4 – Aberdeen City Council only**

##### **Electronic Counting System**

The supplier must provide a system to electronically verify, adjudicate and count votes and an experienced team including:

- A site manager
- Supervisors
- Technical staff

The supplier must liaise with the suppliers of other services as necessary such as the postal voting pack printer, to ensure bar-coding recognition compatibility

The site manager will be responsible for all aspects of the process for the RO.

The supplier will liaise with the RO to ensure the suitability of counting facilities and the requirements of the accommodation including but not limited to size, equipment, power and layout.

The site manager must specify the staffing requirements to the RO for the count in advance, brief the RO and train all staff to ensure everyone fully understands the process and what each of their roles entail.

The service must include:

- Delivery and installation of the system
- Provision of software, servers, scanning equipment and all other hardware associated with the delivery of the system
- Full system testing before commencement of the count
- Onsite support
- Technical support and decommissioning of the site

The service may include the recruitment of other specialised staff other than the core team described above or this will be the responsibility of the RO. Tenderers should identify their intention within their Response but this can be agreed prior to any services being undertaken during the Call Off procedure.

The system must allow for various methods of voting to simultaneously be counted including traditional paper based voting and for the results to be counted electronically or manually. The supplier must confirm the functionality of the system to receive data relating to electronic and paper based voting.

The system should produce reports for the RO to ensure a fully auditable and traceable counting process.

### **3.3 Timings**

The RO or their nominated representative(s) are bound by statutory requirements for each election and all services contained within the Call-Off contract must be undertaken by the supplier(s) in accordance with these requirements including but not limited to the statutory timescales as set out in the relevant legislation – please see <http://www.legislation.gov.uk/ukpga/1983/2>.

Any potential deviation from a pre-approved timetable must be notified to the RO without delay along with alternative service arrangements.

### **3.4 Location Of The Service**

Tenderers should note that the majority of travelling will be within the Aberdeen City or Aberdeenshire boundaries, as appropriate, with the location of Service delivery specified during the Call Off procedure.

### **3.5 Policies & Procedures To Be Adhered To**

The External Processing Procedure (Appendix E) must be followed where data is being transferred to a Supplier for processing on the Council's behalf.

Where delivery of software takes place within Aberdeen City Council's ICT infrastructure, the ICT Acceptable Use Policy (Appendix F) and ICT Good Practice Guidelines (Appendix G) must be followed.

All services contained within any Call-Off contract must be provided/undertaken by the supplier(s) in accordance with the legislative requirements in force at each individual election.

### **3.6 Innovation / Continuous Improvement**

Successful Tenderers will be required to provide information in relation to but not limited to any updates to the products / services they provide or company



information. This should take place annually and on any occasion where the Tenderer believes that the information may affect any future Service delivery.

In addition, regular updates will be required during any Service delivery. Prior to delivery, the Provider and Council will agree on the frequency and format by which updates will be provided to the Council.

The Council reserve the right to request on demand additional statistical information considered necessary to ensure comprehensive contract management.

Tenderers must indicate whether they are compliant / accredited to ISO 27001 / 9001, showing how software will be secured and how users will be authorised and authenticated, plus any detail of audit facilities provided by the software.

### **3.7 Contract Management**

Tenderers awarded a place on the Framework Agreement must provide details of their organisation's Contract Manager, who will be the primary point of contact between the Tenderer and the Council. Contract management and performance review provisions are further detailed below, in section 3.8.

### **3.8 Review of Performance**

The Council will review the performance of the Services after each Election / Referendum. The quality of the Services shall be measured by the extent to which they accord with:

- Timescales both agreed with the Council and set in legislation
- Electoral Commission performance standards
- The specification set out in the Framework agreement and any additional requirements set out during the Call Off
- Voter and other user feedback

### **3.9 Call-Off Contract End Arrangements**

After the end of any Call-Off Contract the Council shall require the return of all data, files, records, etc or these must be securely destroyed.

Data destruction must follow the directions of the Information Commissioners Office – for details please visit:

[http://ico.org.uk/for\\_organisations/data\\_protection/topic\\_guides/online/~-/media/documents/library/Data\\_Protection/Detailed\\_specialist\\_guides/it\\_asset\\_disposal\\_for\\_organisations\\_20121\\_pdf.ashx](http://ico.org.uk/for_organisations/data_protection/topic_guides/online/~-/media/documents/library/Data_Protection/Detailed_specialist_guides/it_asset_disposal_for_organisations_20121_pdf.ashx)

#### 4. STRATEGIC REQUIREMENTS

##### 4.1 Intended Timetable

The intended timetable for this procurement is as follows:-

ACTIVITY	ESTIMATED DATE
Invitation to Tender Advertised	23 August 2013
Deadline for Responses	8 October 2013
Contract Award Date	8 November 2013
Commencement of Contract	11 November 2013

**Please note that the above timetable is only an estimate at this stage and may likely vary depending on the level of Responses received by the Council.**

##### 4.2 Responsibility for Sub-Contractors

In the event that a Framework Supplier sub-contracts any of the performance of the Services then that Supplier must take full responsibility for and act as prime contractor in relation to all sub-contractors who perform part of the Services, but must not restrict direct communications between the Council and any approved sub-contractor. Suppliers must also be prepared to provide copies of all sub-contracts if required by the Council.

The Supplier must specify, and be ready to apply, contingency measures to cover the Council in the event of a sub-contractor's non-performance or failure.

##### 4.3 Payment

All invoices will be paid within 28 days of the Council's receipt subject to the Council being satisfied that the invoice is accurate and properly detailed.

Payment will be settled on submission of an invoice following the successful completion of the project / event.

##### 4.4 Change in Information Submitted in Response

Tenderers must notify the Council immediately in writing if there is any change in the information submitted as part of a Response at any time during this procurement process. Any change which shall be considered material by the Council in the identity or control of a Tenderer, or in the eligibility of the Tenderer may lead to its disqualification unless the change is approved by the Council.

#### **4.5 Expenses**

The Council shall not be responsible for, or pay any expenses or losses which may be incurred by any Tenderer in the preparation and submission of their Response.

#### **4.6 Legal Notice**

By receiving this ITT, the recipient agrees to keep permanently confidential the information contained herein or made available in connection with any further enquiries (the "Information Provided"). The Information Provided may be made available only to a Tenderer's employees and professional advisors directly involved in the appraisal of such information. The Information Provided shall not, either in whole or in part, be copied, reproduced, distributed or otherwise made available to any other party in any circumstances without the prior written consent of the Council, nor may it be used for any other purpose than that for which it is intended.

Although every care has been taken in preparing the ITT, no representation, warranty or undertaking, express or implied, is or will be made and no responsibility or liability will be accepted by the Council or by any of its officers, employees, servants, agents or advisors ("Connected Persons") as to the accuracy or completeness of the ITT or any other written or oral information available to any interested party or its advisors. Any liability, however arising, is expressly disclaimed.

Data provided by the Council or Connected Persons to interested parties will be given in good faith but interested parties will have to make their own investigations and interpretations and no liability will be accepted by the Council or any Connected Persons for the accuracy or completeness of the data.

Neither the receipt of this ITT by any person nor any information contained in it or distributed with it are subsequently communicated to any interested party or its advisors is or is to be taken as constituting the giving of investment advice by the Council or any Connected Persons.

No information contained in this document or any other written or oral information made available by the Council to any interested party or its advisors shall form the basis for any warranty, representation or term of any contract between the Council and any other party.

Nothing in this document is, or should be relied upon, as a promise or representation as to the future. The Council reserves the right, without prejudice, to change the procedure for the project competition or any of the requirements or information in relation the project.

The Council reserves the right not to follow up this ITT in any way and/or to withdraw from the tender process and no expense incurred by any person in responding to the ITT and preparing an expression of interest will be reimbursed and neither the Council nor Connected Persons will be so liable to any Tenderer. The Council reserves the right not to award a contract.

Finally, nothing in this document or any other documentation to be issued by the Council as part of this ITT and/or the procurement procedure shall constitute a contract or any form of legally binding agreement between the Council and any Tenderer for the provision of the Services specified in this ITT. Any contract to follow hereon shall be notified in writing and agreed between the Council and the successful Tenderer, if any.

Tenderers are reminded that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or a reward to any servant of a public body.

#### **4.7 Contractual Requirements**

Tenderers should note that the Conditions of Contract attached at Section 5 constitute the Contract to follow hereon and represent the basis on which the Council is prepared to contract for the provision of the Services. **By submitting a Response to the ITT, Tenderers are confirming (1) acceptance of these Conditions of Contract, and (2) their ability to comply with the Conditions of Contract.**

Tenderers must ensure that they are fully aware of all relevant statutory, regulatory and other requirements, and should seek any necessary advice before submitting a Response.

## **5. CONDITIONS OF CONTRACT**

**Tenderers should note that these Terms and Conditions constitute the Contract to follow hereon and represent the basis on which the Council is prepared to contract for the provision of the Services. As such, they are non-negotiable. By submitting a Response to this Invitation to Tender, Tenderers are confirming acceptance of these Terms and Conditions.**

The Terms and Conditions are appended – Appendix L refers.

**6. SELECTION QUESTIONNAIRE****A. ORGANISATION INFORMATION**

<b>A1.</b> Full Legal name of organisation making application	
<b>A2.</b> <b>Contact Name</b> of person applying on behalf of the organisation.	
<b>A3.</b> <b>Contact Position</b> (e.g. Director, sole proprietor etc). If you are an Agent acting on behalf of another organisation give details of your own company and its professional relationship with organisation who intend to carry out the contract.	
<b>A4.</b> Postal Address for all Correspondence	
<b>A5.</b> <b>Email Address</b> for all Correspondence	
<b>A6.</b> <b>Telephone Number</b>	
<b>A7.</b> <b>Fax Number</b>	
<b>A8.</b> Specify whether your organisation trades as a sole trader, partnership, private limited company, public limited company or other (please specify).	

<b>A9.</b>	
Company Number or alternative EU registration Number (if applicable).	
<b>A10.</b>	
VAT Registration Number or alternative EU registration Number.	
<b>A11.</b>	
Registered office (if applicable and different from the address at A2 above).	
<b>A12.</b>	
Please provide a copy of your certificate of enrolment on the professional or trade register under the conditions laid down by the laws of the Member State in which you are established (for example the UK Register of Companies, and the number of years in business, or declaration of oath, or solemn declaration).	copy enclosed <input type="checkbox"/>
<b>A13.</b>	
Please provide details of the names and responsibilities of each of the Directors or Partners of your organisation.	
<b>A14.</b>	
Is any employee or officer of your organisation:	Yes, details enclosed separately <input type="checkbox"/>
<ul style="list-style-type: none"> <li>• currently employed or has previously been employed by the Council?</li> <li>• a Councillor, or has previously been a Councillor with the Council?</li> <li>• has a relative(s) who is a Councillor or a Senior Officer with the Council.</li> </ul>	or No <input type="checkbox"/>

(If so, please give details).	
<b>A15.</b> Has any employee or officer of your organisation had any involvement in any other organisation providing services to the Council? If so, state in what capacity.	Yes, details enclosed separately <input type="checkbox"/> or No <input type="checkbox"/>
<b>A16.</b> If your organisation is a member of a group of companies, give the names and addresses of the ultimate holding company and any other subsidiaries involved in services associated with those offered by you to the Council.	Yes, details enclosed separately <input type="checkbox"/> or No, not part of group <input type="checkbox"/>
<b>A17.</b> Please give a brief synopsis of your organisation's trading history (including details of its foundation and number of employees).	
<b>A18.</b> Please provide details of any mergers and acquisitions in the last three years which have resulted in a significant change in the nature or your organisation's business.	
<b>A19.</b> What business activity, other than the provision of the services sought by the Council in this procurement process does your organisation undertake to any significant extent? Please provide details.	
<b>A20.</b> Is your organisation a member of any trade organisation or professional	Yes <input type="checkbox"/>



<p>association? If yes, please provide details.</p>	<p>or No <input type="checkbox"/></p>
<p><b>A22.</b></p> <p>If you are applying on behalf of a consortium, please complete the following ;</p> <p>Name, address and organisation details for each consortium member:</p> <p>Identify which part(s) of the contract each consortium member will deliver.</p> <p>(Please note if you are applying on behalf of a consortium the questionnaire will be evaluated on the basis of the details supplied in the questionnaire and, if shortlisted, an Invitation to Tender will be issued to the nominated lead organisation only. Contracts will normally be entered into with the nominated lead organisation and all members of the consortium, who will in these circumstances each be required to execute the contract together with all ancillary documentation, evidencing their joint and several liability in respect of the obligations and liabilities of the contract. It will be for members of the consortium to sort out their respective duties and liabilities amongst each other. For administrative purposes, any associated documentation will be sent to the nominated lead organisation.</p>	<p>Yes, details enclosed separately <input type="checkbox"/></p> <p>or</p> <p>No, not part of a consortium <input type="checkbox"/></p>

**Failure to disclose information relevant to this Section may result in your exclusion from this competition or the termination of any contract that may be awarded to you.**

**B CRITERIA FOR REJECTION OF ECONOMIC OPERATORS**

<p><b>Have any of the directors, partners or any other person who has powers of representation, decision or control of the organisation ever been convicted of any of the following offences? If you answer yes to any of these questions please give details. Please note that by virtue of the Rehabilitation of Offenders Act 1974 (Exclusions and Exceptions)(Scotland) Amendment Order 2007 information in relation to spent convictions is also required to be disclosed.</b></p>	
B1. The common law offence of conspiracy where the conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA or an offence under sections 28 or 30 of the Criminal Justice and Licensing (Scotland) Act 2010;	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
B2. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906, where the offence relates to active corruption as defined in Article 3 of the Council Act of 26th May 1997 and Article 3(1) of Council Joint Action 98/742/JHA;	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
B3 Bribery or corruption within the meaning of section 68 and 69 of the Criminal Justice (Scotland) Act 2003 where the offence relates to active corruption, or bribery within the meaning of sections 1 or 6 of the Bribery Act 2010;	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
B4 The common law offence of incitement to commit a crime;	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
B5 Fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Communities, within the meaning of: <ul style="list-style-type: none"> <li>o the offence of cheating the Revenue;</li> <li>o the common law offence of fraud;</li> <li>o the common law offence of theft or fraud;</li> <li>o fraudulent trading within the meaning of section 458 of the Companies Act 1985 or section 993 of the Companies Act 2006;</li> <li>o fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994;</li> <li>o an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993;</li> <li>o the common law offence of uttering; or</li> <li>o the common law offence of attempting to pervert the</li> </ul>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>

	course of justice;	
B6	money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002 or the Money Laundering Regulations 2007, or an offence in connection with proceeds of drug trafficking within the meaning of sections 49, 50 or 51 of the Drug Trafficking Act 1994; or;	Yes <input type="checkbox"/> No <input type="checkbox"/>
B7	Any other offence within the meaning of Article 45(1) of EC Directive 2004/18 as defined by the national law of any relevant state.	Yes <input type="checkbox"/> No <input type="checkbox"/>

**Please answer yes or no to the following questions: If you answer yes to any of these questions please give details.**

**B8.** Are you an individual in respect of whom a debt relief order has been made or is bankrupt or has had a receiving order or administration order or bankruptcy restriction order or a debt relief restriction order made against them or has made any composition or arrangement with or for the benefit of creditors or has made any conveyance or assignment for the benefit of creditors or appears unable to pay, or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986(d), or article 242 of the Insolvency (Northern Ireland) Order 1989(e), or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of your estate, or is the subject of any similar procedure under the law of any other state??

Yes No 

**B9.** Yes

Is the organisation a partnership constituted under Scots law that has been granted a trust deed or become otherwise apparently insolvent, or the subject of a petition presented for sequestration of its estate?

No 

**B10** Is the organisation a company or any other entity within the meaning of section 255 of the Enterprise Act 2002(f) which has passed a resolution or is the subject of an order by the court for the company's winding-up otherwise than for the purpose of bona fide reconstruction or amalgamation, or has had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is the subject of the above procedures or is the subject of similar proceedings under the law of any other state?

Yes No

**B11** Has the organisation been convicted of a criminal offence concerning its business or professional conduct by a judgement which has the force of res judicata?<sup>1</sup>

Yes No 

**B12** Has the organisation committed an act of grave misconduct in the course of its business or profession?

Yes No 

**B13** Has the organisation failed to fulfil obligations relating to the payment of social security contributions in accordance with the legal provisions of the United Kingdom or the country in which it is established?

Yes No 

**B14** Has the organisation failed to fulfil obligations relating to the payment of taxes in accordance with the legal provisions of the United Kingdom or the country in which it is established?

Yes No 

**B15** Is the organisation in relation to procedures for the award of a public services contract, licensed in the relevant State in which the economic operator is established or is it a member of an organisation in that relevant State when the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member;

or

Is the organisation, subject to paragraphs (7), (8) and (9), of Regulation 23(1) and 23(4) of the Public Contracts Scotland Regulations 2012 registered on the professional or trade register of the relevant State specified in Schedule 6 in which that economic operator is established under conditions laid down by that State?

**Note: Failure to disclose information relevant to this section or serious misrepresentation in relation to the information disclosed may result in your exclusion from this competition or the termination of any contract that may be awarded to you.**

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<sup>1</sup> A matter already settled in court

**C. ECONOMIC AND FINANCIAL STANDING & TECHNICAL / PROFESSIONAL ABILITY**

**ECONOMIC AND FINANCIAL STANDING**

<p><b>C1.</b></p> <p>Please state the name(s) and address (es) of your banker(s).</p>	
<p><b>C2.</b></p> <p>Organisation Accounts</p> <p>(a) provide copies of audited accounts for the last 2 full years of trading, as submitted to the Inland Revenue. These must relate to the business which will undertake the contract.</p> <p>(b) if the last set of audited accounts are more than 12 months out of date, please submit unaudited accounts for that period along with a certified statement by your financial director.</p>	<p>Details enclosed separately <input type="checkbox"/></p>
<p><b>C3.</b></p> <p>Please provide a declaration from your finance director that you have fulfilled your obligations relating to payment of taxes and social security contributions in accordance with the legal provisions of the country in which you are established.</p> <p>NB where responding on behalf of a consortium then these details should be provided for each consortium member</p>	<p>Details enclosed separately <input type="checkbox"/></p>
<p><b>C4.</b></p> <p>Who is the person to whom any financial queries should be addressed (if different from the person named in A2 above)?</p>	<p>Telephone Number:</p> <p>Fax Number:</p>
<p><b>C5.</b></p>	<p>Yes, details enclosed separately <input type="checkbox"/></p>

<p>Are there any claims or litigation outstanding against your organisation?</p> <p>NB where responding on behalf of a consortium then these details should be provided for each consortium member</p>	<p>or</p> <p>No, none <input type="checkbox"/></p>
<p><b>C6.</b></p> <p>Has any Director been involved in any firm which has been liquidated or gone into receivership?</p> <p>NB where responding on behalf of a consortium then these details should be provided for each consortium member</p>	<p>Yes, details enclosed separately <input type="checkbox"/></p> <p>or</p> <p>No, none <input type="checkbox"/></p>
<p><b>C7.</b></p> <p>Please supply details of your insurance cover. If your existing cover is less than the cover required by the Council for this contract please confirm that additional cover will be obtained.</p> <p><b>Employers Liability Insurance:</b></p> <p>For this contract the Council requires a minimum Employers Liability Insurance cover of £5,000,000 to comply with all relevant statutory requirements</p> <p><b>Public Liability (Third Party) Insurance:</b></p> <p>For this contract the Council requires a minimum Public Liability (Third Party) Insurance cover of £5,000,000</p>	<p>Yes, we would be willing to provide these insurances if we were successful <input type="checkbox"/> (tick)</p> <p>or</p> <p>No, we would not be able to provide this (please note this would disqualify you from the tender process) <input type="checkbox"/> (tick)</p> <p>Insurer:</p> <p>Policy No:</p> <p>Extent of Cover (£) (incl. detail of whether this figure is in the cumulative or for any one event):</p> <p>Expiry Date:</p> <p>Insurer:</p> <p>Policy No:</p> <p>Extent of Cover (£)(incl. detail of whether this figure is in the cumulative or for any one event):</p>

<p>Professional Indemnity Insurance:</p> <p>For this contract the Council requires a minimum Professional Indemnity Insurance cover of £1,000,000</p>	<p>Expiry Date:</p> <p>Insurer:</p> <p>Policy No:</p> <p>Extent of Cover(£)(incl. detail of whether this figure is in the cumulative or for any one event):</p> <p>Expiry Date:</p>
<p><b>C8.</b></p> <p>Please provide details of any claim in excess of £5,000 made on your organisation's professional indemnity insurance within the last 5 years.</p> <p>NB where responding on behalf of a consortium then these details should be provided for each consortium member</p>	
<p><b>C9.</b></p> <p>Where applicable, would the consortium or the ultimate holding company be prepared to guarantee your contract performance as its subsidiary?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>or</p> <p>Not applicable <input type="checkbox"/></p>
<p><b>C10.</b></p> <p>Has your organisation in the last three years:</p> <p>(a) Had to pay financial penalties in respect of failure to perform or suffered a deduction for liquidation and ascertained damages in respect of any contract held?</p> <p>(b) Had a contract terminated or your employment determined under the</p>	<p>Yes <input type="checkbox"/></p> <p>or</p> <p>No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/></p> <p>or</p>

<p>terms of the contract?</p>	<p>No <input type="checkbox"/></p>
<p>(c) Had a contract not renewed because of failure to perform to the terms of the contract?</p>	<p>Yes <input type="checkbox"/></p> <p>or</p> <p>No <input type="checkbox"/></p>
<p>(d) Had a contract ended prematurely by mutual agreement, following allegations of default on the part of your organisation?</p>	<p>Yes <input type="checkbox"/></p> <p>or</p> <p>No <input type="checkbox"/></p>
<p>(e) Withdrawn from a contract prematurely?</p>	<p>Yes <input type="checkbox"/></p> <p>or</p> <p>No <input type="checkbox"/></p>
<p>NB where responding on behalf of a consortium then these details should be provided for each consortium member</p>	<p>If your answer to any of above sections (a) to (e) inclusive is yes, please provide general information.</p>

**TECHNICAL / PROFESSIONAL ABILITY**

<p><b>C11.</b></p> <p>Please demonstrate a working knowledge of the statutory requirements for all elections.</p>	
<p><b>C12.</b></p> <p>Please demonstrate that you are able to manage different types of elections being held on the same day including evidence of your capacity.</p>	
<p><b>C13.</b></p> <p>Provide contact details for 2 referees per Lot for contracts or parts of contracts delivered within the last three years with similar requirements to those described under 3.2. Please specify which Lot this refers. Note that contact will be made with referees without further reference to you.</p> <p>Please complete the Reference Form including two referees per Lot which you are tendering for, Appendix G.</p>	
<p><b>C14.</b></p>	



<p>Please complete the Council's Business Continuity Questionnaire, Appendix H.</p>	
<p><b>C15.</b></p> <p>The Tenderer should demonstrate that appropriate quality management and information security management systems will be implemented in accordance with either:</p> <ul style="list-style-type: none"> <li>▪ ISO 9001 and ISO 27001 or</li> <li>▪ A recognised alternative which will ensure that contractual requirements can be met and that conformity to equivalent quality standards is assured</li> </ul> <p><b><u>Note, where the relevant quality system is independently certificated and registered:</u></b></p> <ul style="list-style-type: none"> <li>• Tenderers must ensure that they specifically detail how the scope of supply detailed on the above certificates cover, activities relating to nature of the contract to be let and all services intended to be supplied under this Tender.</li> <li>• A copy of the current scope of registration and certificate must be provided where the relevant quality system is independently certificated and registered.)</li> </ul>	<p>Details enclose separately <input type="checkbox"/></p>
<p><b>C16.</b></p> <p>Does your organisation operate a training policy? If yes, please provide a copy of the policy including the name(s) and qualifications of nominated Training Officer(s).</p>	
<p><b>C17.</b></p> <p>Please detail any limitations on</p>	

<p>capacity which may arise at any of the elections scheduled during the contract period e.g. simultaneous election activities being undertaken. Please indicate if the outlined requirements could still be met with details of past experience, schedules, volumes, timings, etc. Please specifically include any experience (and specific project examples where this approach has been provided successfully in the past).</p>	
<p><b>C18.</b></p> <p>(a) Tenderers must provide information on which parts of the contract they propose to sub-contract to third parties and must identify such third parties and be prepared to provide copies of all sub-contracts if requested by the Council.</p> <p>(b) If sub-contractors are being proposed, Tenderers should state the methodology which they as Prime Contractor will use to manage the sub-contractors and co-ordinate their efforts during the implementation phase of the project.</p>	<p>Details enclosed separately <input type="checkbox"/></p> <p>or</p> <p>We do not intend to sub-contract <input type="checkbox"/></p>
<p><b>C19.</b></p> <p>Please detail if there is an opportunity for site visits and/or physical checks (sample box) of postal voting packs for quality assurance. Please advise which would be available (or both if applicable). Please note this is a minimum requirement and if you answer that this is not available, your tender will be rejected. Any costs related to this must be specified in the pricing schedule.</p>	

**HEALTH AND SAFETY**

<p><b>C20.</b></p> <p>(a) During the last five years, has your</p>	<p>Yes <input type="checkbox"/></p>
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<p>organisation been convicted of a contravention of Health and Safety legislation? If so, please give full details.</p>	<p>or</p> <p>No <input type="checkbox"/></p>
<p>(b) During the last five years, has your organisation either been the subject of a formal investigation by an enforcing authority or received any prohibition or improvement notices under the Health and Safety legislation or similar official means of enforcement? If so, please give full details.</p> <p>NB where responding on behalf of a consortium then these details should be provided for each consortium member</p>	<p>Yes <input type="checkbox"/></p> <p>or</p> <p>No <input type="checkbox"/></p>
<p><b>C21.</b></p> <p>Please provide a statistical breakdown of your organisation's accident reports for the last five years.</p> <p>NB where responding on behalf of a consortium then these details should be provided for each consortium member</p>	

**FREEDOM OF INFORMATION**

<p><b>C22.</b></p> <p>Freedom of Information Scotland Act (2002) (FOISA)</p> <p>FOISA shall apply to this Tender process and any contract to follow hereon.</p> <p>In the opinion of your organisation, is any information submitted to the Council within your Response subject to an exemption and thus exempt from disclosure in terms of FOISA? If so, please provide full details.</p>	<p>Yes, details provided</p> <p>or</p> <p>No,none <input type="checkbox"/></p>
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**EQUAL OPPORTUNITIES**

<p><b>C23.</b></p>	
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<p>Is it your policy as an employer to comply with the obligations contained in The Equalities Act 2010 and, accordingly, your practise not to treat one group of people less favourably than other groups because of their gender, colour, race, nationality, ethnic origin, marital status, age, sexual orientation or religious beliefs nor to discriminate against disabled persons in relation to decisions to recruit, train, or promote employees?</p>	<p>Yes <input type="checkbox"/></p> <p>or</p> <p>No <input type="checkbox"/></p>
<p><b>C24.</b></p> <p>In the last five years, has your organisation been the subject of formal investigations on grounds of alleged unlawful discrimination and has any finding of unlawful discrimination been made against your organisation in any court or tribunal?</p> <p>NB where responding on behalf of a consortium then these details should be provided for each consortium member</p>	<p>Yes <input type="checkbox"/></p> <p>or</p> <p>No <input type="checkbox"/></p>
<p><b>C25.</b></p> <p>Can you give examples of where your organisation has made a reasonable adjustment to comply with the Disability Discrimination Act 1995?</p>	
<p><b>C26.</b></p> <p>Is your organisations policy on age, gender, colour, race, nationality, ethnic origin, martial status, religious beliefs, sexual orientation and disability relations set out:-</p> <p>(a) In instructions to those concerned with recruitment, training and promotion?</p> <p>(b) In documents available to employees or representative groups of employees?</p>	<p>Yes <input type="checkbox"/></p> <p>or</p> <p>No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/></p> <p>or</p> <p>No <input type="checkbox"/></p>

(c) In recruitment advertisements or other literature?	Yes	<input type="checkbox"/>
	or No	<input type="checkbox"/>
Please supply relevant examples of the instructions, documents, recruitment advertisements or other literature.		

**Note: Failure to disclose information relevant to this Section or serious misrepresentation in relation to the information disclosed may result in your exclusion from this competition or the termination of any contract that may be awarded to you.**

## 7. AWARD QUESTIONNAIRE

## D. LOT RESPONSES

QUESTION	TENDERER'S ANSWER	QUESTION SUB-WEIGHT
<p><b>D1.</b></p> <p>Please indicate on the checklist opposite which Lots you intend tendering for.</p> <p>Lot 1 – Aberdeen City Council and Aberdeenshire Council Printing and Issuing of Poll Cards Printing and Issuing Postal Voting Packs Printing of Ordinary and Tendered Ballot Papers</p> <p>Lot 2a – Aberdeen City Council Absent Voter Personal Identifier Verification System</p> <p>Lot 2b – Aberdeen City Council Postal Vote Management Service</p> <p>Lot 3 – Aberdeen City Council Electronic Voting Solution(s)</p> <p>Lot 4 – Aberdeen City Council Electronic Counting System</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p><b>Unscored</b></p>

**E. TECHNICAL MERIT – QUESTIONS RELEVANT TO ALL LOTS**

QUESTION	TENDERER'S ANSWER	QUESTION SUB-WEIGHT
<p><b>E1.</b></p> <p>Please detail what management information you propose to provide to the Council to assist in managing their requirements. Please provide an example of the format and content that you propose.</p>		2
<p><b>E2.</b></p> <p>Please detail how you propose to achieve Continuous Improvement and to identify efficiencies for the duration of the framework.</p>		2
<p><b>E3.</b></p> <p>How do you propose to handle complaints in relation to this requirement if you are successful?</p>		2
<p><b>E4.</b></p> <p>What escalation procedure would you propose to implement for any issues encountered during the delivery of the Services to the Council?</p>		2
<p><b>E5.</b></p> <p>What is your retention and data back-up policy (e.g. full back-up and incremental back-ups)?</p>		2
<p><b>E6.</b></p> <p>Contingency arrangements</p>		2

<p>must be in place to ensure business continuity in the event of a failure of systems or resources of in case of full system failure for any Services provided.</p> <p>Please detail the contingency arrangements which would be put in place for each Lot.</p>		
<p><b>E7.</b></p> <p>Please provide details of how you would propose to approach risk assessment in relation to any call-off contract to flow from this ITT.</p>		1
<p><b>E8.</b></p> <p>Please provide details of how you propose to manage Health and Safety and assure it remains a top priority in relation to any call-off contract to flow from this ITT.</p>		1
<p><b>E9.</b></p> <p>Give the name and designation of the Officer responsible for health and safety for any call-off contract. Please enclose a Curriculum Vitae relating to this/these person(s).</p>	<p>Name of Officer:</p> <p>If different from above, give the name of person(s) who would assist in undertaking the measures needed to comply with the requirements imposed by statute. Enclose a Curriculum Vitae relating to this/these person(s).</p> <p>Name(s)</p>	1
<p><b>E10.</b></p> <p>Tenderers must detail how they propose to adhere to the</p>		1



requirements of the Data Protection Act 1998 (“the 1998 Act”) in delivering the Services required in this Invitation to Tender.		
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### E. TECHNICAL MERIT – LOT 1 QUESTIONS

<p><b>E11.</b></p> <p>You are invited to provide a method statement on how an election event will be delivered from start to finish if successful.</p> <p>The statement should incorporate a detailed project plan and explanation of your ability to meet the requirements specified in 3.2. Please include timescales and inputs from both the RO and your organisation e.g. using gant chart, process map, etc.</p>		3
<p><b>E12.</b></p> <p>Please name each individual whom you would propose to manage the service provision if your Response is successful. For each individual named please give details of the status within your organisation, relevant qualification (with dates).</p>		2
<p><b>E13.</b></p> <p>The supplier must acknowledge that all services must be delivered in accordance with a pre-approved timetable. Please detail how you would ensure prompt delivery of services, within the election timetables.</p>		3

<p>Please detail any variations in timescales such as if papers / postal packs were printed by another supplier (see timetable at 3.1 for explanation).</p>		
<p><b>E14.</b></p> <p>Please detail data transfer methods you would intend using for receiving data and sending proofs.</p> <p>It is fundamental that systems provide a secure mechanism for the transfer, receipt and storage of all data files and images.</p> <p>Please detail all security protocols and processes for storing data from the commencement of service delivery until completion of that election, and that after which it would be destroyed without delay.</p>		2
<p><b>E15.</b></p> <p>Please provide the following samples and information. Samples should demonstrate your ability to meet any size or design requirements as set out in 3.2 and/or statute.</p> <p>Printing and Issuing Poll Cards:</p> <ul style="list-style-type: none"> <li>▪ A timetable for the printing and issuing of Poll Cards</li> <li>▪ Two Polling Station Poll Cards</li> <li>▪ Two Postal Poll Cards</li> <li>▪ Two Proxy Poll Cards</li> <li>▪ Two Proxy Postal Poll</li> </ul>		3

<p>Cards</p> <p>Printing and Issuing Postal Voting Packs:</p> <ul style="list-style-type: none"> <li>▪ A timetable for the printing and issuing of Postal Voting Packs</li> <li>▪ Two Postal Voting Packs</li> <li>▪ Two blank Postal Voting Packs</li> </ul> <p>Printing of Ordinary and Tendered Ballot Papers:</p> <ul style="list-style-type: none"> <li>▪ A timetable for printing and delivery to the RO</li> <li>▪ A ballot paper with 6 candidates</li> <li>▪ A ballot paper with 16 candidates</li> <li>▪ Corresponding Numbers List (CNL)</li> </ul>		
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#### E. TECHNICAL MERIT – LOT 2 QUESTIONS

	Lot 2a	Lot 2b	
<p><b>E16.</b></p> <p>You are invited to provide a method statement on how an election event will be delivered from start to finish if successful.</p> <p>The statement should incorporate a detailed project plan and explanation of your ability to meet the requirements specified in 3.2. Please include timescales and inputs from both the RO and your organisation e.g. using gantt chart, process map, etc.</p>			3
<p><b>E17.</b></p>			

<p>Please name each individual whom you would propose to manage the service provision if your Response is successful. For each individual named please give details of the status within your organisation, relevant qualification (with dates).</p>			2
<p><b>E18.</b></p> <p>Please detail the training, onsite support and ongoing technical support that would be provided for any contract to flow from this ITT.</p>			2
<p><b>E19.</b></p> <p>The supplier must acknowledge that all services must be delivered in accordance with a pre-approved timetable. Please detail how you would ensure prompt delivery of services, within the election timetables.</p>			3
<p><b>E20.</b></p> <p>Please detail the functions offered by the software including screen shots where possible.</p>		Only answer once if bidding for both Lots	3
<p><b>E21.</b></p> <p>Please advise on the compatibility aspects of your software and detail any developments necessary to integrate with other software.</p>		Only answer once if bidding for both Lots	2
<p><b>E22.</b></p>			

<p>It is fundamental that systems provide a secure mechanism for the transfer, receipt and storage of all data files and images.</p> <p>Please detail all security protocols and processes for storing data from the commencement of service delivery until completion of that election, and that after which it would be destroyed without delay.</p>		<p>Only answer once if bidding for both Lots</p>	<p>2</p>
<p><b>E23.</b></p> <p>Please provide an infrastructure diagram on how hardware and software interlink, e.g. any interfaces, external links, etc.</p>		<p>Only answer once if bidding for both Lots</p>	<p>2</p>
<p><b>E24.</b></p> <p>Please provide a list of all services / resources provided such as servers, scanning equipment or other hardware associated with the delivery of the services and provide details such as the inclusion of installation, onsite support, etc.</p>			<p>2</p>
<p><b>E25.</b></p> <p>Please provide the following sample information. Samples should demonstrate your ability to meet any size or design requirements as set out in 3.2 and/or statute.</p> <p>Absent Voter Personal Verification System:</p>		<p>Only answer once if bidding for both Lots</p>	<p>3</p>

<ul style="list-style-type: none"> <li>▪ Daily status reports</li> <li>▪ Marked register of postal voters</li> <li>▪ Form K or equivalent</li> </ul>			
<p><b>E26.</b></p> <p>Please confirm if you intend recruiting and specialised staff (other than the core team), if so what roles they would carry out and what staff the RO will be expected to provide.</p>		N/A	unscored

#### E. TECHNICAL MERIT – LOT 3 QUESTIONS

<p><b>E27.</b></p> <p>You are invited to provide a method statement on how an election event will be delivered from start to finish if successful.</p> <p>The statement should incorporate a detailed project plan and explanation of your ability to meet the requirements specified in 3.2. Please include timescales and inputs from both the RO and your organisation e.g. using gantt chart, process map, etc.</p>		3
<p><b>E28.</b></p> <p>Please name each individual whom you would propose to manage the service provision if your Response is successful. For each individual named please give details of the status within your organisation, relevant</p>		2

qualification (with dates).		
<b>E29.</b> Please detail the training, onsite support and ongoing technical support that would be provided.		2
<b>E30.</b> Please detail the functions offered by the software including screen shots where possible.  Please include details of the unique identifiers that would be used to prohibit voting by more than one method.  Please also explain which (if any) methods offer voters the opportunity to give feedback on their experience of the voting method.		3
<b>E31.</b> Please advise on the compatibility aspects of your software and detail any developments necessary to integrate with other software.  Please also include details of how the various solutions can be used simultaneously and in conjunction with traditional paper voting.		2
<b>E32.</b> It is fundamental that systems provide a secure mechanism for the transfer, receipt and storage of all data files and images.  Please detail all security		2

<p>protocols and processes for storing data from the commencement of service delivery until completion of that election, and that after which it would be destroyed without delay.</p>		
<p><b>E33.</b></p> <p>Please provide an infrastructure diagram on how hardware and software interlink, any interfaces, external links, etc should be supplied to the Council and explain the underlying database technology.</p>		2
<p><b>E34.</b></p> <p>Please provide a list of all services / resources provided such as servers, scanning equipment or other hardware associated with the delivery of the services and provide details such as the inclusion of installation, onsite support, etc.</p> <p>If the council is to supply hardware, please list what would be required and detail their minimum specifications.</p>		2
<p><b>E35.</b></p> <p>Please detail any additional services available such as but not limited to promotional campaigns and voter guidance. These should be included in the Pricing Schedule under additional costs.</p>		1

#### E. TECHNICAL MERIT – LOT 4 QUESTIONS



<p><b>E36.</b></p> <p>You are invited to provide a method statement on how an election event will be delivered from start to finish if successful.</p> <p>The statement should incorporate a detailed project plan and explanation of your ability to meet the requirements specified in 3.2. Please include timescales and inputs from both the RO and your organisation e.g. using gantt chart, process map, etc.</p>		3
<p><b>E37.</b></p> <p>Please name each individual whom you would propose to manage the service provision if your Response is successful. For each individual named please give details of the status within your organisation, relevant qualification (with dates).</p>		2
<p><b>E38.</b></p> <p>Please detail the training, onsite support and ongoing technical support that would be provided.</p>		2
<p><b>E39.</b></p> <p>Please detail the functions offered by the software including screen shots where possible.</p>		3
<p><b>E40.</b></p> <p>Please advise on the compatibility aspects of your software and detail any</p>		2

<p>developments necessary to integrate with other software.</p> <p>Please also confirm that the system is compatible where various voting methods are taking place including electronic and traditional paper voting.</p>		
<p><b>E41.</b></p> <p>It is fundamental that systems provide a secure mechanism for the transfer, receipt and storage of all data files and images.</p> <p>Please detail all security protocols and processes for storing data from the commencement of service delivery until completion of that election, and that after which it would be destroyed without delay.</p>		2
<p><b>E42.</b></p> <p>Please provide an infrastructure diagram on how hardware and software interlink, any interfaces, external links, etc should be supplied to the Council and explain the underlying database technology.</p>		2
<p><b>E43.</b></p> <p>Please provide a list of all services / resources provided such as servers, scanning equipment or other hardware associated with the delivery of the services and provide details such as the inclusion of installation, onsite support, etc.</p>		2

If the council is to supply any hardware, please list what would be required and detail their minimum specifications.		
<b>E44.</b> Please confirm if you intend recruiting and specialised staff (other than the core team), if so what roles they would carry out and what staff the RO will be expected to provide.		unscored

**8. PRICE SCHEDULE**

Pricing 100%

Please see the separate pricing schedule document, Appendix J which should be completed and returned with the response. Appendix K provides electorate figures as at June 2013 for illustration purposes only. Actual figures would be confirmed during the call-off prior to an electoral event. Prices completed should reflect the estimated costs for one scheduled electoral event (based on electorate figure provided).

**Your attention is drawn to the stipulation that all fields in the separate pricing schedule document must be completed (except those Lots you do not wish to submit a Tender for). Failure to do so will result in the Response being deemed invalid – and such Responses will not be considered.**

## 9. DECLARATION

### CONTRACT NAME: TENDER FOR THE PROVISION OF ELECTORAL SERVICES FOR THE RETURNING OFFICER

#### DECLARATION

Head of Legal and Democratic Services  
Aberdeen City Council  
Woodhill House  
Westburn Road  
Aberdeen  
AB16 5GB

Madam,

I **[insert name]** of **[insert names and address of organisation]** do solemnly and sincerely declare as follows:-

1. I am the **[insert title e.g. Managing Partner]** of **[insert name of organisation]**;
2. I am fully conversant with the business activities of **[insert name of organisation]** and am authorised to issue a declaration on their behalf;
3. I hereby further certify that my attention has been drawn to the extract of the provisions of Regulations 23(1) and 23(4) of Scottish Statutory Instrument 2012, Number 88 (SSI 2012/88) (The Public Contracts (Scotland) Regulations 2012) and that I can state with complete certainty and based on my own knowledge and experience that, whilst I have held the position of **[insert]**, none of the rejection factors specified in Regulations 23(1) and 23(4) of SSI 2012/88 apply to **[insert name of organisation]** nor do I know of any other reason relating to these factors why **[insert name of organisation]** should not be selected to tender for the provision of Electoral Services for the Returning Officer;
4. I hereby further certify that:
  - (a) Having examined the above Invitation to Tender ("ITT") for the Services, we hereby offer to provide the Services in accordance with the ITT for the sums details in the enclosed Response, as the same may be modified by the contract to follow hereon.
  - (b) We undertake to complete the performance of the whole of the Services set out in the ITT within the times stated therein.

- (c) We acknowledge that unless and until a formal contract is prepared and executed, this Response to your ITT, together with your written acceptance thereof, shall not constitute a binding Contract between us.
  - (d) We understand that you are not bound to accept the lowest, most economically advantageous or any Response you may receive.
  - (e) We agree that our offer shall remain open for consideration for a period of 120 days from the date fixed for lodgement of Responses.
5. As the essence of tendering is that the Council shall receive bona fide competitive tenders from all those tendering, in recognition of this principle, we certify that this a bona fide Response, intended to be competitive, and that we have not fixed or adjusted the amount of the Response by, or under, or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do, at any time before the hour and date specified for the return of this Response, any of the following acts:-
- (a) Communicating to a person other than the person calling for those Responses the amount or approximate amount of the Response, except where the disclosures in confidence, of the approximate amount of the Response was necessary to obtain insurance premium quotations required for the preparation of the Response;
  - (b) Entering into any agreement with any other person that he shall refrain from tendering or as to the amount of any Response to be submitted;
  - (c) Offering or paying or giving or agreeing to pay or give, any sum or money 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 Response or proposed Response for the said work, any act or thing of the sort described above.
6. I further certify that the principles described in paragraph 5 (a) - (c) above have been, or will be, brought to the attention of all sub-contractors, suppliers and associated companies providing services or materials connected with the tender. Any contract entered into with such sub-contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.
7. I further certify that we have not canvassed or solicited any Member, Officer or Employee of the Council in connection with this tender process and that no person employed by us or acting on our behalf has done any such act. We further hereby undertake that we will not in future canvass or solicit any Member, officer or Employee of the Council in connection with the award of any contract which may follow hereon nor any other part of the process, any other tender or proposed tender or any other contract and that no person employed by us or acting on our behalf will do any such act.

8. I hereby certify that (1) the information supplied in this Response is accurate, to the best of my/our knowledge and understanding and (2) that we agree to be legally bound by the conditions and requirements set out in the ITT.

**In this Response, the word “person” includes any persons and any body or association, corporate or unincorporated; and “any agreement or arrangement” includes any such transaction, formal or informal, and whether legally binding or not.**

SIGNED: \_\_\_\_\_

ON BEHALF OF \_\_\_\_\_

ADDRESS: \_\_\_\_\_

WITNESS (Signature): \_\_\_\_\_

WITNESS (Name): \_\_\_\_\_

WITNESS (Address) \_\_\_\_\_  
\_\_\_\_\_

DATED THIS: \_\_\_\_\_ day of \_\_\_\_\_ 20[ ]

**FAILURE TO SIGN AND COMPLETE ALL SECTIONS OF THIS DECLARATION WILL INVALIDATE YOUR RESPONSE AND IT WILL BE IMMEDIATELY DISQUALIFIED FROM THE TENDER EVALUATION PROCESS.**

**RETURNED DOCUMENTS CHECKLIST**

**TENDERERS MUST ENSURE THAT THE BELOW DOCUMENTS HAVE BEEN INCLUDED IN THEIR TENDER RESPONSE:**

<b>Item</b>	<b>No of Copies</b>	<b>Attached (✓)</b>
Tender Questionnaire (Selection and Award)	2 – signed principal copies + 1 electronic copy on CD / memory stick	
Pricing Schedule (Costing and separate Pricing Schedule)	2 – signed principal copies + 1 electronic copy on CD / memory stick	
Business Continuity Questionnaire	2 – signed principal copies + 1 electronic copy on CD / memory stick	
Fully signed Declaration	2 – signed principal copies + 1 electronic copy on CD / memory stick	
Sample	Sections E15 and E25 refer.	
Copies of Current Insurances		
Copies of independently verified quality/ environmental management systems		
Certificate of Incorporation		



## ORDER FORM

### FROM

<b>Customer</b>	The Returning Officer, Aberdeen City Council
<b>Address</b>	Election Unit, Aberdeen City Council, 3 <sup>rd</sup> Floor, Old Town House, Broad Street, Aberdeen, AB10 1FY.
<b>Invoice Address</b>	As Above
<b>Contact Ref:</b>	Name: [REDACTED] [REDACTED] Phone: 01224 52 [REDACTED] e-mail: [REDACTED]@aberdeencity.gov.uk
<b>Order Number</b>	A255290
<b>Order Date</b>	24 April 2014

### TO

<b>Supplier:</b>	Idox Software Limited
<b>For the attention of:</b>	Name: [REDACTED] [REDACTED] Phone: [REDACTED] [REDACTED] [REDACTED] e-mail: bidteam@idoxgroup.com
<b>Address</b>	7th Floor, 95 Bothwell Street, Glasgow, G2 9JZ

### 1. ORDER REQUIREMENTS

<b>Election:</b>	Scottish Independence Referendum
<b>Date:</b>	Polling Day: Thursday 18th September 2014
<b>Requirement:</b>	Lot 2b
<b>Call-off Duration:</b>	Scottish Independence Referendum, Polling Day: Thursday 18th September 2014
<b>Brief Description of the Services required:</b>	Postal Vote Management Service
<b>Place where Services are to be provided ("Premises"):</b>	Within the Local Government boundary of Aberdeen City Council
<b>Electorate:</b>	as at 3rd April 2014 Electorate: 176,709 Postal Voters: 32,263 Proxy Voter: 39 Proxy Postal Voters: 6 Final figures to be provided on: 3rd September 2014

Timetable:	To be agreed in accordance with the statutory election timetable.
Price:	Please see below and subject to changes in the final electorate.

<b>2. MINI-COMPETITION ORDER - ADDITIONAL REQUIREMENTS</b>
<b>(2.1) Supplemental Requirements in addition to Call-Off Terms and Conditions:</b>
<b>(2.2) Variations to Call-Off Terms and Conditions</b>

**BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES** to enter a legally binding contract with the Customer to provide the Services specified in this Order Form incorporating the rights and obligations in the Call-Off Terms and Conditions set out in the Framework Agreement entered into by the Supplier and the Council on 14 and 23 January 2014 as further supplemented or varied as detailed above.

Signed for and on behalf of **THE CUSTOMER** at \_\_\_\_\_ by:-

\_\_\_\_\_  
Sign (Proper Officer)

\_\_\_\_\_  
Sign (Witness)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

Signed for and on behalf of **THE SUPPLIER** at \_\_\_\_\_ by:-

\_\_\_\_\_  
Sign (Authorised Signatory)

\_\_\_\_\_  
Sign (Witness)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Position

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

**PRICE**

<b>Lot 2b - Postal Vote Management Service</b>		
<b>Item</b>	<b>Description</b>	<b>Total Cost</b>
Service	Provision of servers, scanning equipment and all other hardware associated with the delivery of the system including contingency equipment	£10,327.90
	Delivery, installation, testing, onsite support, training of RO staff, technical support and decommissioning of the site	£11,247.50
	Provision of opening staff	incl in Project management costs
Project Management	Site manager, supervisors, operators and technical staff for the entire duration of the project	£10,314.70
Any Additional Costs (please specify)		
<b>TOTAL</b>		<b>£31,890.10</b>