

United Kingdom-Winsford: IT services: consulting, software development, Internet and support
OJ S 153/2014 12/08/2014

Contract notice
Services

Directive 2004/18/EC

Section I: Contracting authority

I.1. Name and addresses

Official name: Cheshire Constabulary

Postal address: Strategic Procurement Unit, Headquarters, Clemonds Hey, Oakmere Road

Town: Winsford

Postal code: CW7 2UA

Country: United Kingdom

For the attention of: Ms Sandy Penny

E-mail: sandy.penny@cheshire.pnn.police.uk

Telephone: +44 1606362213

Internet address(es):

General address of the contracting authority: www.cheshire-pcc.gov.uk

Address of the buyer profile: www.cheshire.police.uk

I.2. Type of the contracting authority

Body governed by public law

I.3. Main activity

Public order and safety

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

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

Section II: Object of the contract

II.1. Description

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

Force Communications Solution.

II.1.2. Type of contract and place of performance or delivery

Services

Main site or place of performance: Winsford Cheshire. The principal aim of the arrangement will be to enable supply to the Police and Crime Commissioner for Cheshire. The benefit of any arrangement established shall however be available for use of other named Police Forces as a Framework Agreement and they will have the option to utilise the arrangement to contract in their own right.

NUTS code UKD North West (England)

II.1.3. Information about a framework agreement or a dynamic purchasing system

The procurement involves the establishment of a framework agreement

II.1.4. Information about framework agreement

Framework agreement with a single operator

Duration of the framework agreement

Duration in years: 4

Estimated total value of purchases for the entire duration of the framework agreement

Estimated value excluding VAT: 140 000 000 GBP

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

The Police and Crime Commissioner for Cheshire (the "PCC") and the Chief Constable of Cheshire (CC) are looking to put in place a Force Communications Solution (formerly called Operational Communications & Public Contact IT infrastructure). The contract for Cheshire will be for up to 10 years, made up of an initial term plus optional extensions. Other named Police Forces may decide to use this Framework Agreement as the basis for their contract.

The minimum draft requirements of the PCC and the CC are for a supplier to provide a Force Communications Solution in regards to the following:

- ICCS (Integrated Communication Control System);
- ACD (Automatic Call Distributor);
- Command and Control;
- Customer Information Management System/Multi media;
- Voice and data recording;
- Mapping (GIS);
- ARLS (Automatic Resource Location System);
- Integration with the Emergency Service Network and possibly Tetra during the implementation period;
- Capability to interface with other existing systems such as Niche and Duty Management.

The requirements include but are not restricted to the following:

- a solution that is integrated to meet current and future needs providing better, streamlined systems, aligning with the Cheshire Constabulary strategic objectives,
- solution and integration services to configure, implement and support the solution,
- a solution that is fit for purpose for at least 10 years after implementation,
- a solution that interfaces with other systems currently in use within the Constabulary and it must be sufficiently flexible to meet any future interface requirements,
- a solution that has the ability to interface with current Work Force Management tools and the optional provision of a Work Force Management module, if required,
- a solution that uses "Commercial Off The Shelf" (COTS) products and commodity software and hardware wherever possible,
- meet the business needs and support integrated end to end processes,
- deliver exceptional value for money whilst reducing any risk to the PCC and the CC,
- Interoperability for policing – including internal/external alliances and collaborations,
- Development of a solution in line with the Constabulary's Contact Management Strategy to utilise and channel shift towards non-traditional methods of public contact as well as traditional such as social media, Police Contact Points, video, web chat and Web interaction,
- Integration directly with the Force web site may be required.

The Supplier will be responsible for:

- the overall definition and design of the technology solution in support of the business vision,
- assistance and advice with the transition of the systems, both new systems and any legacy systems, into the Constabulary, which may also include data cleansing and migration,
- assistance and advice with the establishment of the roles and responsibilities for on-going support and maintenance including the provision of training and support materials,
- suppliers will be required to provide licencing details, however, the PCC will retain the right to licence directly with the licence provider,
- suppliers will be required to provide details of hardware and software requirements. The

PCC will retain the right to purchase these through existing agreements,
— the PCC may require a managed service post implementation for some or all of the modules,
— the PCC may wish to host the system in house however; suppliers must be able to offer the option of a hosted solution,
— the supplier shall provide a service that is capable of being accredited by CESG to hold data classified at up to IL3,
— the supplier must be able to use ITIL based processes and industry based best practice or an equivalent standard.

II.1.6. CPV code(s)

72000000 IT services: consulting, software development, Internet and support, 32000000 Radio, television, communication, telecommunication and related equipment, 48000000 Software package and information systems

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

The procurement is covered by the Government Procurement Agreement: yes

II.1.8. Lots

This contract is divided into lots: no

II.1.9. Information about variants

Variants will be accepted: no

II.2. Scope of the procurement

II.2.1. Total quantity or scope

Estimated value excluding VAT:

Range: between 3 000 000 and 160 000 000 GBP

II.2.2. Information about options

Options: no

II.2.3. Information about renewals

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

Section III: Legal, economic, financial and technical information

III.1. Conditions related to the contract

III.1.1. Deposits and guarantees required

A parent company guarantee will be required (if applicable).

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

In accordance with the contract documents.

III.1.3. Legal form to be taken by the group of economic operators to whom the contract is to be awarded

Joint and several liability. No special legal form is required but if a contract is awarded to a consortium the Contracting Authority may require the consortium to form a legal entity before entering into the framework agreement.

III.1.4. Contract performance conditions

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

III.2. Conditions for participation

III.2.1. Suitability to pursue the professional activity, including requirements relating to enrolment on professional or trade registers

List and brief description of conditions: Any supplier may be disqualified who:

- (a) is bankrupt or is being wound up, where his affairs are being administered by the court, where he has entered into an arrangement with creditors, where he has suspended business activities or is in any analogous situation arising from a similar procedure under national laws and regulations;
- (b) is the subject of proceedings for a declaration of bankruptcy, for an order compulsory winding up the administration by the court or of an arrangement with creditors or of any other similar proceedings under national laws and regulations;
- (c) has been convicted by a judgment which has the force of res judicata in accordance with the legal provisions of the country of any offence concerning his professional conduct;
- (d) has been guilty of grave professional misconduct proven by any means which the contract authorities can demonstrate;
- (e) has not fulfilled obligations relating to the payment of social security contributions in accordance with the legal provisions of the country in which he is established or with those of the country of the contracting authority;
- (f) has not fulfilled obligations relating to the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country of the contracting authority;
- (g) is guilty of serious misrepresentation in supplying the information required under this Section or has not supplied such information;
- (h) has been the subject of a conviction for participation in a criminal organization, as defined in Article 2(1) of Council Joint Action 98/733/JHA;
- (i) has been the subject of a conviction for corruption, as defined in Article 3 of the Council Act of 26 May 1972 and Article 3(1) of Council Joint Action 98/742/JHA3 respectively;
- (j) has been the subject of a conviction for fraud within the meaning of Article 1 of the Convention relating to the protection of the financial interests of the European Communities;
- (k) has been the subject of a conviction for money laundering, as defined in Article 1 of Council Directive 91/308/EEC of 10 June 1991 on prevention of the use of the financial system for the purpose of money laundering.

III.2.2. Economic and financial ability

- List and brief description of conditions:
- (a) appropriate statements from banks or, where appropriate, evidence of relevant professional risk indemnity insurance;
 - (b) the presentation of balance-sheets or extracts from the balance-sheets, where publication of the balance-sheet is required under the law of the country in which the economic operator is established;
 - (c) a statement of the undertaking's overall turnover and, where appropriate, of turnover in the area covered by the contract for a maximum of the last three financial years available, depending on the date on which the undertaking was set up or the economic operator started trading, as far as the information of these turnovers is available.

III.2.3. Technical and professional ability

List and brief description of conditions:

- (f) the educational and professional qualifications of the service provider or contractor and/or those of the undertaking's managerial staff and, in particular, those of the person or persons

responsible for providing the services or managing the work;

(j) an indication of the proportion of the contract which the services provider intends possibly to subcontract.

III.2.4. Information about reserved contracts

III.3. Conditions specific to services contracts

III.3.1. Information about a particular profession

Execution of the service is reserved to a particular profession: no

III.3.2. Information about staff responsible for the performance of the contract

Section IV: Procedure

IV.1. Type of procedure

IV.1.1. Type of procedure

Restricted

IV.1.2. Information about the limits on the number of candidates to be invited

Envisaged minimum number 5: and Maximum number 8

Objective criteria for choosing the limited number of candidates: Those responses which meet the minimum criteria will be ranked according to their score. A minimum of five economic operators with the highest score will be invited to tender. In the event of tied scores, ranking will be determined by ordering linked to the highest score for section 3.1 of the Pre Qualification Questionnaire (PQQ). Should this still result in tied scores, the process will be repeated with section 3.2 and finally section 3.3 of the PQQ as required.

IV.1.3. Information about reduction of the number of solutions or tenders during negotiation or dialogue

IV.2. Award criteria

IV.2.1. Award criteria

The most economically advantageous tender in terms of Price is not the only award criterion and all criteria are stated only in the procurement documents

IV.2.2. Information about electronic auction

An electronic auction will be used: no

IV.3. Administrative information

IV.3.1. File reference number attributed by the contracting authority

CPA/SPU/401

IV.3.2. Previous publication concerning this procedure

Prior information notice

IV.3.3. Conditions for obtaining specifications and additional documents or descriptive document

Time limit for receipt of requests for documents or for accessing documents: 12.12.2014 - 14:00

Payable documents: no

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

19.12.2014 - 14:00

IV.3.5. Estimated date of dispatch of invitations to tender or to participate to selected candidates

6.11.2014

IV.3.6. Languages in which tenders or requests to participate may be submitted

English.

IV.3.7. Minimum time frame during which the tenderer must maintain the tender**IV.3.8. Conditions for opening of tenders**

Persons authorised to be present at the opening of tenders: no

Section VI: Complementary information

VI.1. Information about recurrence

This is a recurrent procurement: no

VI.2. Information about European Union funds

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

VI.3. Additional information

Economic operators wishing to express interest should go to www.bluelight.gov.uk and click On Current Opportunities which is within the supplier area box on the left of the screen. On the Next screen enter 9HUU-U9V7ZQ in the box labelled "contains" then click search. Click on the blue link For the contract title to view the opportunity. To express interest you will need to login. If you are not already registered on www.bluelight.gov.uk, you will need to return to the home page and click on the register company link in the supplier area box on the left. Registration is free of charge and your user name and password will be emailed to you. The Police and Crime Commissioner is committed to equality and diversity in its service provision and will ensure compliance with all legislation covering anti-discrimination and assess suppliers' and service providers' commitment to these aims and values. Economic operators will be asked to provide copies of policies they have in place to demonstrate their commitment to equal opportunities in respect of sex, age, race, disability, sexual orientation, religion and belief. Economic operators will also be expected to evidence and demonstrate how they will apply, promote, manage and monitor compliance with their policies whilst providing goods/works/services to the Police and Crime Commissioner. Economic operators will also be required to demonstrate how they check and monitor equal opportunities when using third parties/sub-contractors (if applicable). Suppliers should note there will be an ongoing engagement with other contracting bodies identified in section II.1.5 (short description) Potential suppliers should note that the Contracting Authority reserves the right to cancel this procurement at any stage and not to award a Framework Agreement. If the Contracting Authority decides to enter into a Framework Agreement with the successful supplier this does not mean that there is any guarantee of subsequent contracts being awarded. Any expenditure, work or effort undertaken prior to contract award is accordingly a matter solely for the commercial judgment of potential suppliers Any orders placed under this Framework Agreement will form a separate contract under the scope of this framework between the supplier and the specific requesting other contracting body. Other contracting bodies may chose to purchase

the total solution or modules of the solution. The Contracting Authority and other contracting bodies utilising the framework, reserve the right to use any electronic portal during the life of the agreement. This contract is also open to the Authorities listed below: Merseyside Police, Metropolitan Police, Lancashire Police, Scottish Police Authority (on behalf of Police Scotland), Greater Manchester Police, Cumbria Constabulary, North Wales Police, Cheshire Constabulary, Derbyshire Constabulary, Nottinghamshire Police, Northamptonshire Police, Thames Valley Police, Hampshire Police, West Mercia Police, Warwickshire Police, Dyfed Powys Police, Gwent Police.

Users of the framework agreement will have the right to choose to enter into a call off contract based on the law of England and Wales or Scotland.

It is anticipated that the Pre-Qualification Questionnaire will be issued on or after Friday 15.8.2014.

VI.4. Procedures for review

VI.4.1. Review body

VI.4.2. Review procedure

VI.4.3. Service from which information about the review procedure may be obtained

VI.5. Date of dispatch of this notice

7.8.2014