

NORDUnet Learning Management System (LMS) Framework Procurement: Invitation to Submit Final Bid Vol. 1 (ITSFB)

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Definitions

Term	Definition
Bidder	A candidate (including consortia or joint venture arrangements) who submitted a response to the ITT who was selected and invited to participate in dialogue with NORDUnet
Contract Notice	Contract Notice 2016-116380, published in the Official Journal of the European Union
Final Bid	The bid(s) prepared and submitted by each Bidder in response to the ITSFB, based on the Solution, or Solutions, presented and specified during the dialogue stage
Descriptive Document	A procurement document that contains: Volume 1 – Instructions and Invitation to Participate in Dialogue (ITPD) Volume 2 – Invitation to Submit an Outline Proposal (ITSOP) Volume 3 – Terms & Conditions for the Framework Contract, and Call-off contract structure
IOP	Initial Outline Proposal in response to the requirements of the ITSOP
ITSOP	Invitation to Submit an Outline Proposal
ISoR	Initial Statement of Requirements
ITPD	Invitation to Participate in Dialogue
ITSFB	Invitation to Submit Final Bid
Preferred Bidder	Bidder chosen as the winner of the competition process for the award of the framework contract
ESPD	European Single Procurement Document
Solution	Means the Learning Management System as well as any professional or other associated services to meet the requirements defined in Volume 2 of the Descriptive Document.
SoR	Statement of Requirements

1 Introduction

1.1 Background

It is anticipated that all NRENs (as listed in the OJEU) could eventually benefit from the framework agreements that are awarded. However, the procurement for the framework agreements is being carried out with representatives from a subset of the NRENs, forming the Project LMS procurement team (PT).

NORDUnet is the procuring authority acting on behalf of the procurement team, and will be the contracting authority that will enter into the Framework Agreement with the Preferred Bidder, and other potential bidders (max. 3) awarded a contract under this framework procurement procedure.

This document is Volume 1 of the three-volume Descriptive Document that both outlines, and is a mechanism for conducting, the procurement process.

1.2 Invitation to Submit a Final Bid

NORDUnet invites you to submit a final bid for the award of a framework agreement.

NORDUnet is making this document available on 16th December 2016,

1.3 Explanation of the Descriptive Document

Table 1.1 below provides an explanation of each volume in the Descriptive Document, and identifies their key sections.

Volume	Name	Purpose of the Volume
1	ITSFB Vol. 1 Instructions	To provide an overview of the Final Bid process and scoring mechanism Participation instructions for Bidders
2	ITSFB Vol. 2	The ITSFB to be replied to that will be evaluated as part of the scoring mechanism
3	ITSFB Vol. 3 Contract Template	The NORDUnet Contract Template, Terms & Conditions for the Framework Agreement and Call-offs.

Table 1.1: Explanation of the Descriptive Document

1.4 Communications

All communications between NORDUnet and Bidders shall be via email: using tender@nordu.net.

Bidders may ask clarification questions up to five calendar days before the response deadline. These should be submitted via email to tender@nordu.net with the subject “NORDUnet LMS tender 2016” in the Subject field.

1.5 Conditions of Submitting the Final Bid

By submitting a Final Bid Bidders are deemed to have accepted the Conditions for participating as set out in Annex A.

2 Overall Process

2.1 Overview

1. Stage One, the prequalification where bidders had to respond to the requirements in the ESPD and ITSOP.
2. Stage Two was the dialogue sessions.
3. Stage Three is this final bid phase

Revisions to the Descriptive Documents will be issued simultaneously to all Bidders.

2.2 Timeline

Stage	Event	Date	Number of Bidders
One	OJEU Notice published	9 September 2016	∞
	ESPD and ITSOP forms published	12:00 GMT 9 September 2016	

Stage	Event	Date	Number of Bidders
Two	Videoconference briefing for all bidders	12:00 GMT 23 September 2016	5
	ESPD and ITSOP response deadline	12:00 GMT 14 October 2016	
	Decline letters and ITPD notice issued	24 October 2016	
	Videoconference briefing for Bidders invited to participate in dialogue	26 October 2016	
	Dialogue – 1 - 3 days per Bidder	31 October – 11 November 2016	
Three	ITSFB issued	16 December 2016	Max 3
	Videoconference briefing for Bidders invited to Submit Final Bid	22 December 2016	
	ITSFB response deadline	12:00 GMT 27 January 2017	
	Contract Award	10 February 2017	

2.3 Standstill period

After the Contract Award, has been made to a Preferred Supplier and other potential Suppliers, the Standstill Period comes into effect. The Standstill Period is ten (10) days following the issuance of a communication from NORDUnet with stating our intention to award contracts.

2.4 Final Agreement

Subject to the Standstill Period being successfully completed, the agreement will then be subject to final agreement of the schedules to the Framework Terms and Conditions (Volume 3 - MSA), including, but not exclusively, SLAs, Service Management Plans, Cost Profiles and milestone payments, and so on, which will be based upon Bidders Final Bid submissions.

2.5 Bidder Briefing Session

NORDUnet will conduct one single briefing session for all Bidders as a web conference at 12:00–13:00 GMT on 22nd December 2016.

The purpose of the briefing session is for NORDUnet to explain the Final Bid process.

The agenda for the briefing session will be as follows:

- Introductions
- Presentation from NORDUnet
- Q&A session.

Dial-in details are as follows:

NORDUnet web conferencing meeting facility

Join from PC, Mac, Linux, iOS or Android: <https://nordunet.zoom.us/j/8804330816>

Or iPhone one-tap (US Toll): 16465588656,8804330816# or
14086380968,8804330816#

Or Telephone: Dial: +1 646 558 8656 (US Toll) or +1 408 638 0968 (US Toll) +358 800
102 188 (Finland Toll Free)

Meeting ID: 880 433 0816

International numbers available:

https://nordunet.zoom.us/join?m=s4B8oYHq_xJHPPIoB-nK123DPme5Ano6

Or a H.323/SIP room system:

- H.323: 109.105.112.236 Meeting ID: 880 433 0816
- SIP: 8804330816@109.105.112.236

Please test to login before the actual meeting to rule out any issues. The conference room will be available for testing 08:00-12:00 GMT on 22nd December 2016.

For connectivity issues or other technical support during testing or the briefing meeting please contact:

Jørgen Qvist

Email: qvist@nordu.net

Mobile phone: +45-31621400

3 Final Bid

3.1 Objectives

The objectives of the ITSFB are as follows:

- To have Bidders answer to the Final Statement of Requirements (SoR) in Vol 2 and corresponding additional questions.
- To give Bidders the opportunity to provide their final price for the detailed solution and services for the Total Cost of Ownership and Service Catalogue.

3.2 ITSFB Assessment methodology

ITSFB Vol 2 has been divided in to a number of sections and sub-sections that each have a weighting attached to it that reflects the importance. All the weighted scores combined will total 100%, with a score of 100% being considered the highest and most desirable score.

- **Technical requirements additional Questions**
For each section the Questions will be scored according to table 2.2, and the bidder will be awarded the corresponding percentage points.
The responses to the ITSOP Vol. 2 technical Requirements and Questions will be re-evaluated and weighted as part of the assessment.
- **Usability Testing**
The quantitative usability testing 7 scenarios has been scored separately and an overall average score has been calculated. The Bidder with the highest overall score has been awarded the maximum available score for the Usability Quantitative section. The remaining Bidders have been awarded a percentage of the maximum available score relative to their score. For example: Bidder A achieved an average of 5. Bidder A is awarded the maximum available score – 100%. Bidder B achieved an average of 2.5. As the score is half the score of Bidder A, Bidder B was awarded 50% of the maximum available score.
The qualitative usability has been scored separately and an overall average score has been calculated. The Bidder with the highest overall score has been awarded the maximum available score for the Usability Qualitative section. The remaining Bidders have been awarded a percentage of the maximum available score relative to their score. For example: Bidder A achieved an average of 50. Bidder A is awarded the maximum available score – 100%. Bidder B achieved an average of 25. As the score is half the score of Bidder A, Bidder B was awarded 50% of the maximum available score.

- Total Cost of Ownership**
 The Bidder with the best (lowest) overall evaluation key will be awarded the maximum available score for the pricing assessment of the TCO calculations. The remaining Bidders shall be awarded a percentage of the maximum available score relative to the best score. For example: Bidder A achieves the lowest overall score 5. Bidder A is awarded the maximum available score – 100%. Bidder B achieves a score of 10. As the score is twice as high as Bidder A's score, Bidder B is awarded 50% of the maximum available score.
- Service Catalogue**
 The Service Catalogue will be scored according to table 2.2, and the bidder will be awarded the corresponding percentage points.

3.3 ITSFB Scoring weights

Section	%
Technical Requirements	50%
General	5%
Data Security	3%
Access control and Identity management	3%
User Interface	8%
Structure and User groups	3%
Integration and support	8%
Archiving	5%
Learning analytics	8%
Examination and assessment	5%
End of contract provisions	2%
Usability testing	10%
Quantitative	6%
Qualitative	4%
Commercial	40%

TCO	30%
Service Catalogue	10%

3.4 ITSFB Scoring criteria

The PT will award scores on the requirements and questions reflecting reasoned professional judgement as to the merits of each answer, taking in to account the information received during the ITSOP and dialogue. Each answer will be given a mark out of 5 (0 being the lowest and 5 being the highest).

Marks will be awarded in accordance with the allocations shown in Table 3.1: General ITSFB evaluation scoring criteria below. Where specific characteristics are expected, but not limited to, in order to secure a certain score.

Score	Performance	Judgement
5	Shows considerable evidence of capacity and capability that meet the service requirements in most areas. Demonstrates proven experience in business and/or technical ability in providing added value to similar grant agreements or contracts, above and beyond standard provision. This could entail the use of technology in an innovative manner, new ways of working that had not been previously considered, or adopting a proactive approach in working with the contract counter parties at no extra cost.	Excellent
4	Shows sufficient evidence of capacity and capability that meet the service requirements in most areas.	Good
3	Shows sufficient evidence of required capability and capacity to provide the service in some areas.	Fair
2	Limited evidence of required capacity and capability to provide the service	Doubtful
1	Significantly fails to demonstrate required capacity and capability to provide the service.	Poor
0	Completely fails to demonstrate required capacity and capability to provide the service.	Not Answered / Unacceptable

Table 3.1: General ITSFB evaluation scoring criteria

3.5 Responding to the ITSFB

The response to the ITSFB should be given by completing the three documents:

- LMS ITSFB Vol 2 - reply form, word document
- TCO reply form, excel document
- Service Catalogue reply form, word document.

The ITSFB reply form should be completed by adding the Bidder replies to Questions directly below the Question in the ITSFB reply form document. The reply form must be no longer than 50 Pages in total using the document font and formatting. Where it makes sense, responses to questions may be given in the form of separate document, but the reference to such documents should be given in the reply form.

The Total Cost of ownership reply form should be populated with the requested prices.

The Service Catalogue reply form should be populated with prices in the provided forms and updated with all additional relevant options, features and prices. The SLA is a minimum and as prescribed and cannot be altered. Suggestions to improve the SLA can be made.

NORDUnet will provide each Bidder access to a secure box folder that the requested documents must be uploaded to.

Once the responses have been uploaded to the provided Box folder an email must be send to tender@nordu.net with the text "NORDUnet LMS tender 2016", in the subject field, no later than 27th January 2107 at 12:00 GMT, to confirm the upload.

NORDUnet will respond to the email once the documents have been verified.

Annex A **Conditions for Participating in Dialogue**

A.1 General

- A.1.1** NORDUnet is using the competitive dialogue procedure under the EU procurement directive. Bidders are referred to those Regulations.
- A.1.2** Bidders are deemed to understand the processes that NORDUnet is following under those Regulations and all applicable European and domestic legislation and case law.
- A.1.3** Bidders participate in the process and submit Outline Proposals in the knowledge, and on the understanding and acceptance, that these conditions apply to the process and agree these terms in all respects.
- A.1.4** It is the responsibility of each Bidder to ensure that they have all of the information they need to prepare their Outline Proposals.
- A.1.5** All contact must be made via email using tender@nordu.net.

A.2 Surveys, Inspections and Investigations

- A.2.1** Insofar as a Bidder seeks to place any reliance on the information relating to the project then the Bidder shall satisfy itself as to the accuracy of such information by carrying out such surveys, site inspections and investigations as the Bidder shall deem necessary.
- A.2.2** Bidders may carry out surveys, inspections and investigations at their own cost.

A.3 Bidding Costs

- A.3.1** Each Bidder shall bear its own costs of bidding and dialogue. NORDUnet reserves its position as to whether or not it will enter into contractual arrangements as the result of the procurement process, and participation in the competitive dialogue is entirely at the Bidder's risk. NORDUnet shall bear no liability whatsoever for the outcome of the competitive dialogue and shall not be liable for the costs of detailed Solutions' preparation, fine-tuning, or any loss of profit or other economic loss incurred by Bidders as a result of this competitive

process whatsoever (whether or not a contract is concluded with that Bidder, another Bidder or not at all).

A.3.2 Bidders participate in this process and submit Outline Proposals in the knowledge and understanding that this is the case.

A.4 Confidentiality

A.4.1 Subject to the exceptions referred to in paragraph A.4.2, the information in this Descriptive Document is being made available by NORDUnet on condition that:

- Bidders shall at all times treat the information as confidential;
- Bidders shall not (or allow anyone else to) disclose, copy, reproduce, distribute or pass the information to any other person at any time or allow any of these things to happen;
- Bidders shall not use the information for any purpose other than for the purpose of making (or deciding whether to propose) Solutions; and
- Bidders shall not contact the media in relation to the project, the procurement or this Descriptive Document nor make any statement or pass comment without the express written approval of NORDUnet. Bidders shall not undertake (or permit to be undertaken) at any time, whether at this stage or after any contract award, any publicity activity with any section of the media in relation to the project other than with the prior written agreement of NORDUnet. Such agreement shall extend to the content of any publicity. In this paragraph the word “media” includes, without limitation, radio, television, other broadcast media, newspapers or other print media, trade and specialist press, the Internet and email accessible by the public at large and the representatives of such media.

A.4.2 Bidders may disclose, distribute or pass information to another person (including but not limited to, for example, legal advisers and the Bidder's insurers) if either:

A.4.2.1 This is done for the sole purpose of enabling Solutions to be developed and the person receiving the Bidder undertakes in writing to keep the information confidential on the same terms as set out in this paragraph A.4; or

A.4.2.2 The Bidder obtains the prior written consent of NORDUnet in relation to such disclosure, distribution or passing of information.

A.4.3 NORDUnet may disclose detailed information relating to Solutions to its own or any of the NRENs' members, directors, officers, employees, agents, auditors or advisers and it may make the key Contract Documents available for private inspection by its own or any of the NRENs' members, directors, officers, employees, agents, auditors or advisers. NORDUnet also reserves the right to disseminate information that is materially relevant to the

Contract/project to all Bidders, even if the information has only been requested by one Bidder, subject to the duty to protect any Bidder's commercial confidence in its Solutions. NORDUnet will act reasonably as regards the protection of commercially sensitive information relating to the Bidder in the light of the latest published guidance on this area.

A.5 Accuracy of the Information and Liability of NORDUnet and its Advisers

- A.5.1** This Descriptive Document has been prepared by NORDUnet in good faith but does not purport to be comprehensive or to have been independently verified. Bidders should not rely on the information and should carry out their own due diligence checks and verify the accuracy of the information. Nothing in this Descriptive Document is or shall be a promise or representation as to the future.
- A.5.2** Bidders considering entering into a contractual relationship with NORDUnet should carry out their own due diligence, and make their own enquiries and investigations (and shall be deemed to have done so). The subject matter of this Descriptive Document shall only have contractual effect when it is contained in the express terms of an executed Contract.
- A.5.3** None of NORDUnet's, or the NRENs', members, directors, officers, employees, agents, auditors or advisers makes any representation or warranty as to, or accepts any liability or responsibility in relation to, the adequacy, accuracy, reasonableness or completeness of the information or any part of it (including but not limited to loss or damage arising as a result of reliance by the Bidder on any of the information contained in this Descriptive Document).
- A.5.4** This invitation by NORDUnet to a Bidder to submit an Outline Proposal and any subsequent invitation to submit a Final Bid does not mean that the Bidder has satisfied NORDUnet regarding any matter raised during prequalification, and NORDUnet makes no representations or warranties regarding the Bidder's financial status or stability, technical competence or ability in any way to carry out the project.

A.6 Copyright

- A.6.1** The copyright in this Descriptive Document is vested in NORDUnet and may not be reproduced, copied or stored in any medium without the prior written consent of NORDUnet. This Descriptive Document, and any document issued as supplemental to it, are and shall remain the property of NORDUnet and must be returned upon demand.

A.7 **NORDUnet's Right to Reject Solutions**

A.7.1 The issue of this Descriptive Document in no way commits NORDUnet to award any Contract pursuant to this Descriptive Document process and NORDUnet shall be able at its sole discretion to withdraw from competitive dialogue and/or negotiations with any Bidder or all Bidders at any time.

A.7.2 NORDUnet is not bound to participate in further dialogue in respect of the lowest priced Solutions.

A.7.3 NORDUnet may (but shall not be obliged to), at its discretion but always acting proportionately and in accordance with the law, de-select a Bidder or a Solution if (without limitation):

- The price is unaffordable;
- The Solution places excessive risk on NORDUnet;
- The Solution scores below the satisfactory threshold in any area (as described further in the Evaluation Model);
- The Solution is incomplete, misleading or inaccurate;
- (At Final Tender Stage) the Final Tender amends, reneges or moves away from the Solution or the outcome of the dialogue in a way that worsens the position of NORDUnet;
- The Bidder seeks to enter dialogue on Non Dialogue Topics unless NORDUnet has expanded the Dialogue Topics to include such matter for all remaining Bidders;
- The Bidder makes material changes to, or (in NORDUnet's opinion) a material change takes place in respect of, any aspect of either their prequalification submission or Solution(s) unless substantial justification can be provided to the satisfaction of NORDUnet.

A.8 **Consistency of Information**

A.8.1 NORDUnet is relying on the information provided by Bidders during prequalification. If, at any time prior to the submission of the Final Bids or during the competitive dialogue, there are any material changes to the same, the Bidder must advise NORDUnet as soon as practicable.

A.9 **Interpretation**

A.9.1 The definitions included in Section 1 of the draft Contract, Volume 3, shall apply to this document except to the extent that any terms are defined in the Definitions section of the Descriptive Document, Volume 1.

A.10 Amendments to the Descriptive Document

A.10.1 NORDUnet reserves the right to issue amendments or modifications to the Descriptive Document. These will be issued to all Bidders simultaneously and Solutions will be assumed to take account of any such modifications and amendments arising from competitive dialogue.

A.11 Prequalification and Due Diligence

A.11.1 The Bidder must confirm in the Solutions that any statement made in the completed ESPD and ITSOP remains true and accurate in all material respects, save as specifically disclosed in the Outline Proposal. NORDUnet reserves the right to return to any matters raised in the Prequalification Questionnaire as part of the competitive dialogue process, where circumstances have changed in some material respect.

A.11.2 NORDUnet has selected those invited to participate in this dialogue in reliance on the information provided by the Bidders at prequalification. NORDUnet wishes to ensure that the Bidders to which it awards the Framework Agreement will be capable of performing their obligations under that Framework Agreement. As it believes that changes may occur to the ability of the Bidders to perform those obligations in the time between prequalification and the award of the Framework Agreement, NORDUnet reserves its right to carry out due diligence on Bidders after the evaluation of Final Bids and to reject the Final Bid of any Bidder whom that due diligence shows to be not then capable of meeting the minimum requirements for performing the obligations under the Framework Agreement.

A.12 Sub-Contractors

A.12.1 Where a Bidder intends to use a sub-contractor, it will be the responsibility of the Bidder to provide the sub-contractor with all the necessary information (having regard to the provisions relating to confidentiality in this ITSOP). Where information about a Bidder is requested in competitive dialogue or in this ITSOP, such information must be given about all sub-contractors of that Bidder.

A.13 Changes to Consortium Membership or Key Sub-Contractors

- A.13.1** If a Bidder proposes a new consortium member(s) or key sub-contractor(s), different to those proposed at stage one or two, the Bidder must notify NORDUnet in writing as soon as possible with regard to the proposed change. The Bidder should ensure that any changes comply with the principles of the EU directive.
- A.13.2** The new consortium member or key sub-contractor may be subject to full ESPD assessment. Failure to meet a selection criterion, if no satisfactory substitute is put forward, will result in disqualification from the procurement process.