

# INVITATION TO TENDER (ITT)



## CLAIMS HANDLING SERVICES (CLEARANCE OF PMSE FROM CHANNEL 69)

**Tender No: ITT/83/09**

Author:  
Date:  
Version:

Procurement Team  
15/02/2010  
V0.01 (Final)

*The issue of this document by Office of Communications does not constitute an offer to trade and Office of Communications is not bound to conduct business on the basis of any responses to the document. Any commercial arrangements are subject to contract.*

## KEY TENDER DATES AND DETAILS

### Contact details for any enquiries

**Details:** Ofcom's eTender Portal hosted by Bravo Solutions  
<https://ofcom.bravosolution.co.uk>

Enquiries will only be accepted through the messaging system on Ofcom's eTender Portal.

### Return Of Tender

**Tenders Close:** 19/03/2010] (GMT) 16::00

**Any Tender submitted after the closing date and time MAY not be considered.**

Tenders must be uploaded and published on Ofcom's eTender Portal hosted by Bravo Solutions (<https://ofcom.bravosolution.co.uk>). Your company will require prior registration (only once).

**The Tenderer must keep its tender valid for acceptance for 90 days from the date set out in this ITT document.**

### Introduction:

Ofcom is the regulator for the UK communications industries, with responsibilities across television, radio, telecommunications and wireless communications services. See [www.ofcom.org.uk](http://www.ofcom.org.uk)

Ofcom are looking to source a supplier that will handle a complex claims handling process involving communicating a funding scheme, collecting/receiving claims requests, verification, processing payments, storing equipment and reporting to Ofcom on progression and issues.

This ITT sets out the information which we require in order to assess whether potential providers will meet our requirements for Claims Handling Services. The specific criteria that we will use in our assessment at this stage are laid out in section 4.

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# 1 CONDITIONS OF TENDERING

## THE TENDER

This request is an Invitation to Tender (ITT). All references to 'request' in this document refer to this complete ITT.

This request has the following parts to be considered in preparing a response:

Part A – Ofcom Tender Conditions and Specifications (read and keep this section);

Part B – Tenderer's Declaration (complete and return this section)

**Part C – Qualitative (Non-Price) Selection Criteria Information (read and keep this section)**

Part D – Pricing Information (complete and return this section)

### 1.1.1 ADDITIONAL DOCUMENTS

The following documents are an Appendix to this ITT.

- a) Appendix 1 - Format for Tender Response
- b) Appendix 2 – Specification of Requirements
- c) Appendix 3 – Terms and Conditions

## AWARD PROCESS

The following **Evaluation Methodology** will be used in respect of this Request:

- a) Tenders will be checked for completeness and compliance. Tenders that do not contain all information requested (e.g. completed offer form and attachments) may be excluded from evaluation.
- b) Tenders are assessed against the award criteria.
- c) Tenderers may be required to clarify the offer, make a presentation, demonstrate the product/service solution offered and/or open premises for inspection.
- d) Referees have already been requested via the PQQ exercise and may be contacted prior to the award to the successful Tenderer.
- e) Following receipt of an Invitation to Tender for this procedure no changes may be made to the composition of any participating consortium without Ofcom's express consent.
- f) Ofcom is not bound to accept the lowest or any Tender/Proposal and reserves to itself the right at its absolute discretion to accept or not accept any Tender/Proposal. Ofcom reserves the right to discontinue and/or recommence the tender procedure at any time.
- g) An Agreement may be awarded to the Tenderer that offers the most economically advantageous offer to Ofcom.
- h) Ofcom will advise all tenderers invited to tender of the decision to award the contract and will provide a debriefing to candidates upon written request.
- i) Ofcom will allow a minimum 10-day standstill for the period between dispatch of the notification of the award and conclusion of the contract.

## AWARD CRITERIA

In assessing offers, all information requested, and any relevant additional information available to Ofcom or provided by Tenderers in response to this request, will be taken into account.

An evaluation panel will apply a scoring system for the qualitative (non-price) criteria. The aggregate score of each tender will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money.

### 1.1.2 QUALITATIVE CRITERIA

The qualitative criteria that will be used for evaluating this Tender are detailed in Part C of this ITT.

### 1.1.3 PRICE CONSIDERATIONS

Price information that will be used for evaluating this Tender is detailed in Part D of this ITT.

### 1.1.4 OTHER CONSIDERATIONS

It is essential that Tenderers address all criteria in their response. The responses will be used in conjunction with clarifications, presentations, demonstrations and site visits as Ofcom may deem appropriate to select the successful Tenderer. Failure to provide the specified information may result in elimination from further consideration.

## CONDITIONS OF TENDER

### 1.1.5 BASIS OF TENDERS

Any contract will be awarded applying the evaluation award criteria set out in this documentation.

### 1.1.6 INFORMATION, COSTS AND EXPENSES

The Tenderer is responsible for obtaining all information necessary for preparing its Tender and shall bear all costs, expenses and liabilities incurred in connection with its preparation and delivery.

### 1.1.7 FURTHER INFORMATION AND QUERIES

The Tenderer may contact Ofcom via the messaging system in Ofcom's eTender Portal to request any reasonable information or raise any query relating to the Tender. Any such request or query must be received in sufficient time to allow Ofcom to respond no later than **four (4) days before the closing date of this ITT**. The Tenderer is however encouraged to utilise the **Mid Tender Questions** process which is detailed in section 2 of this document. Ofcom will endeavour to provide such information or clarify such query and will unattributably advise all Tenderers of any information provided to a single Tenderer as a result of any such request.

Ofcom will only receive queries in writing via the above mentioned method and will reply in the same way. In some circumstances, open days or meetings may be held, in which case Ofcom will make all Tenderers aware of this and the details e.g. by circulating minutes of such meetings. Open days and meetings are provided for guidance only and only information provided in writing by Ofcom to all Tenderers may be relied upon.

### 1.1.8 TENDER REQUIREMENTS

Your Tender should be prepared and presented in accordance with the format at Appendix 2 of this request. Tender submissions should contain written statements that provide details on the qualitative criteria as detailed in this ITT and associated documents.

### 1.1.9 SIGNATURE OF TENDER

Your Tender must be returned with a signed **Tenderer's Declaration – Part B signed and returned as part of your Tender**.

Where the Tenderer is a limited company, the Tenderer's Declaration must be signed by 2 directors, or by a director and the secretary of the company, such persons being authorised for that purpose.

### 1.1.10 DELIVERY OF TENDER

The Tender must be duly completed, uploaded and published on Ofcom's eTender Portal. Tenders **must be published no later than the date and time specified**.

### 1.1.11 NON-CONSIDERATION OF FORM OF TENDER

In its absolute discretion, Ofcom may refrain from considering a Tender if:

- a) if there are omissions in the Tender;
- b) it is not in accordance with these Conditions of Tendering;
- c) the Tenderer makes or attempts to make any variation or alteration to the contract except in accordance with these Conditions of Tendering.

### 1.1.12 REJECTION OF TENDER

Ofcom may choose to reject a Tender, without prejudice to any other civil remedies available to Ofcom or any criminal liability the Tenderer may attract, if the Tenderer:

- a) fixes or adjusts the prices shown in its Tender by or in accordance with any agreement or arrangement with any other person or by reference to any other Tender; or
- b) communicates to any person other than Ofcom the amount or approximate amount of the prices shown in its Tender, except where such communication is made in confidence in order to obtain quotations necessary for the preparation of the Tender or for the purposes of obtaining the necessary insurance, Bond Undertaking or Guarantee Undertaking; or
- c) agrees with any other person than such other person shall refrain from submitting a Tender or shall limit, restrict or reduce the prices to be shown by any other Tenderer in its Tender; or
- d) offers or agrees to pay or give, or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, or for causing or having caused to be done any act of omission in relation to any other tenderer or any other person's proposed Tender; or
- e) in connection with the award of the Contract, commits an offence under the Prevention of Corruption Acts 1889 to 1916 or gives any fee or reward the receipt of which is a criminal offence.

- f) has directly or indirectly canvassed any staff member or associate of Ofcom concerning the acceptance of any Tender or has directly or indirectly obtained or attempted to obtain confidential information or any information from any such member or associate or any contractor engaged in providing services to Ofcom concerning any other Tenderer or Tender submitted by any other Tenderer.

#### 1.1.13 TERMS AND CONDITIONS OF AGREEMENT

The terms and conditions which will apply to this agreement are to be found in Appendix 3. The degree to which these are accepted unaltered shall be a key consideration in the award process.

#### 1.1.14 ACCEPTANCE OF THE FORM OF TENDER

Ofcom is not bound to accept the lowest or any Tender and reserves to itself the right at its absolute discretion to accept or not accept any Tender.

An acceptance of a Tender by Ofcom shall be in writing and posted to the successful Tenderer and the Contract shall then be made and become binding.

Ofcom reserves the right to discontinue and/or recommence the tender process at any time.

#### 1.1.15 CONFIDENTIALITY AND FREEDOM OF INFORMATION ACT 2000

Ofcom is subject to the Freedom of Information Act 2000 ("the Act"), which gives rights to members of the public the right to request or access to information held Ofcom.

As part of the duty under the Act, when a Freedom of Information request is received, Ofcom may have to disclose information that forms part of your tender or contract unless an exemption applies as defined by the Act.

Refer to <http://www.ofcom.org.uk> for specific detail

#### 1.1.16 WARRANTIES

In delivering a Tender, the Tenderer warrants and represents to Ofcom that:

- a) it has not conducted any of the acts or matters referred to above as conditions which would make any tender void or non acceptable, and has complied in all respects with, these Conditions of Tendering.
- b) all information, representations and other matters of fact communicated (whether in writing or otherwise) to Ofcom by the Tenderer or its employees or officers in connection with or arising out of the Tender are true, complete and accurate in all respects;
- c) it has made its own investigations and research and has satisfied itself in respect of all matters relating to the Tender, Conditions of Contract and Specification and has not delivered the Form of Tender and will not have entered into the contract in reliance on any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by Ofcom (other than in respect of fraudulent misrepresentation);
- d) it has full power and authority to enter into the contract and perform the Services [or make Supplies] and will if requested produce evidence of that to Ofcom;
- e) it is of sound financial standing and its staff and employees are not aware of any circumstances (other than as may be disclosed in the audited accounts or other financial statements) which may adversely affect its financial standing in the future;



- f) it has and will have sufficient working capital, skilled employees, equipment, machinery and other resources available to it to perform the Services in accordance with the Contract and to the Contract Standard for the Contract Period; and
- g) it has obtained all necessary consents, licences and permissions to enable it to provide the goods or works/perform the services and will throughout the Contract Period obtain and maintain all further and other necessary consents, licences and permissions to enable it to perform the Services.

#### 1.1.17 NUMBER OF COPIES OF TENDER SUBMISSION REQUIRED

Tenderers must provide **One (1) Electronic Version of the Tender Document** via Ofcom's eTender Portal in either Word/Excel format or as a PDF file, as applicable.

#### 1.1.18 TENDER VALIDITY PERIOD

All Tenders shall remain valid and open for a minimum period of **ninety (90)** days from the closing date of Tender.

#### 1.1.19 OWNERSHIP OF TENDER RESPONSES

All documents, materials, articles and information submitted by the Tenderer as part of, or in support of a Tender shall become upon submission the absolute property of Ofcom in right and will not be returned to the Tenderer at the conclusion of the Tender process.

### ADDITIONAL CONDITIONS OF TENDER

#### 1.1.20 PUBLIC DISCLOSURE

The Tenderer shall not use Ofcom's name for promotional purposes, without the prior written consent of Ofcom.

#### 1.1.21 SECURITY

The Tenderer shall, when attending Ofcom's premises or facilities, comply with all reasonable directions and procedures relating to occupational health (including Ofcom's smoke free work place policy) and safety and security in effect for those premises or in regard to those facilities, as notified by Ofcom.

#### 1.1.22 CONFLICT OF INTEREST DECLARATION

The Tenderer warrants that, at the date of submitting this tender, no conflict of interest exists or is likely to arise in the performance of its obligations under this tender submission. If, during the term of the Contract, a conflict or risk of conflict of interest arises, the successful Tenderer undertakes to notify Ofcom immediately in writing of that conflict or risk.

***The existence of or failure to declare such conflict of interest may entitle Ofcom to terminate the Contract or remove the Tenderer from the process.***

## 2 TENDER TIMETABLE

The following are indicative timescales for this Tender exercise. The Proposed Award and Start Date may change as the tender process progresses.

TASK	DATE
Invitation To Tender (ITT) issued	15/2/2010
Supplier Day (at Ofcom Offices)	26/2/2010
Mid Tender Questions submitted	5/3/2010
Mid Tender Questions answered	10/3/2010
Tender Return Date	23/3/2010
Proposed Award Date	12/5/2010
Proposed Start Date	23/5/2010

This OJEU process is being run as a restricted tender process and has Mid Tender Questions built into the timelines. We would strongly encourage Tenderers to submit any questions they have via the e-Tender portal within the mid tender questions process, and these will be responded to accordingly. Any questions Tenderers have which are not submitted through the formal Mid Tender Questions process will be reviewed and answered on a reasonable endeavours basis.

## 3 TENDERER'S DECLARATION

The completed offer form and the attachments together with any associated documents will form the Tenderer's Response to be lodged with Ofcom as per the Tender lodgement instructions in Part A.

### OFFER FORM

<b>TENDERER:</b>	
Legal Entity [Name]:	
<b>CONTACT PERSON</b>	
Name:	
Position:	
Telephone:	
Facsimile	
E-mail:	

## TENDER CORRECTNESS AND CONTRACT DECLARATION

In reply to the ITT for the: Claims Handling Services

Please note, the term "Contractor" refers to: sole proprietor, partnership, incorporated company, co-operative as appropriate. The undertakings should be signed by the applicant, a partner or authorised representative in her/his own name and on behalf of the firm.

### 3.1.1 TENDER CORRECTNESS

I/We certify that the information supplied is accurate to the best of my/our knowledge and that I/We accept the conditions and undertakings requested in the tender. I/We understand that false information could result in my/our exclusion from the tender.

### 3.1.2 TENDER COMPLETENESS

I/We confirm that the Contractor has obtained all necessary internal approvals and the Tender response is complete such that it is capable of binding acceptance by Ofcom.

### 3.1.3 TENDER MANIPULATION

I/We also understand that it is a criminal offence, to give or offer any gift or consideration whatsoever as an inducement or reward to any servant of a public body and that any such action will empower Ofcom to cancel any contract currently in force and will result in my/our exclusion from the tender list.

### 3.1.4 CONFIDENTIALITY AGREEMENT

I/We will uphold to the best of our ability and in accordance with the tender procedure utilised by Ofcom the utmost confidentiality of process at all times. I/We understand and agree that in the event of any breach of this agreement by the Tenderer or by anyone employed by it or acting on its behalf (whether with or without its knowledge) Ofcom shall be entitled to disregard the Tenderer's response or where a contract has been awarded to the Tenderer to summarily terminate that contract.

### 3.1.5 COLLUSIVE TENDERING DECLARATION

I/We certify that we will submit bona fide tenders and that we will not fix or adjust the amount of any tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we will not at any time before the hour and date specified for the return of the tenders;

- a) communicate to a person other than the person calling for these tenders the amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender is necessary to obtain insurance premium quotations required for the preparation of the tender;
- b) enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted.
- c) offer to pay or give or agree to pay or give any sum of money or any consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work or any act or thing of the sort described above.

- d) In this declaration, the word 'person' includes any persons or any body or association, corporate or incorporate, and any agreement or arrangement includes any such transaction, formal or informal, whether legally binding or not.

**I/We the undersigned have read and agreed to the aforementioned declarations and agreements directly associated with the requirements contained within this tender document.**

<b>SIGNED BY THE TENDERER [Authorised Person]</b>	
SIGNATURE:	
DATE:	
FULL NAME:	
	[Please print clearly]
POSITION IN COMPANY:	
ADDRESS:	

<b>WITNESS</b>	
SIGNATURE:	
DATE:	
FULL NAME:	
	[Please print clearly]
OCCUPATION:	
ADDRESS:	

## 4 AWARD CRITERIA

Tenderers are required to submit their offers in accordance with the format and headings detailed below to enable the evaluation of their offer against the award criteria.

Tenderers are required to deal with each criterion. All criteria listed relates specifically to the nature of the contract concerned.

### AWARD CRITERIA % WEIGHTING

In answering the qualitative criteria, Tenderers should note comments on selection criteria contained in Part A, and the following:

- a) Tenderers must address each criterion using the headings provided;
- b) Tenderers should provide full details for any claims, statements or examples used to address the criteria;
- c) Tenderers should address each issue outlined within a criterion;
- d) tender preparation advice is available from the contact point (Tender Enquiries) listed on the inside cover of this document.

The award criteria weightings for this Tender are:

Qualitative Criterion	Weighting
Quality	55%
Adherence to Ofcom Terms and Conditions	15%
<b>Sub Total</b>	<b>75%</b>
Pricing	30%
<b>TOTAL</b>	<b>100%</b>

Ranking	Headline Criterion	Sub-criteria and weightings
1	Quality 55%	<p><b>At each stage the Tenderer should make clear what it will do itself and what will be done by sub contractors.</b></p> <p>Phase 1: Transition and Go-Live (3.5%)</p> <ul style="list-style-type: none"> <li>Response and methodology for how operations will be set up to ensure that the delivery of the service will be of a sufficient quality to launch stage 2 .</li> </ul> <p>Phase 2: Submission of claims (4%)</p> <ul style="list-style-type: none"> <li>Proposal for managing claimants, encouraging claimants to submit claims and managing the submission of claims and supporting evidence</li> </ul> <p>Phase 3: Claims processing (30%)</p> <ul style="list-style-type: none"> <li>Proposal for verifying claims, including record management and thoroughness of paper and physical verification processes and supporting evidence (15%)</li> <li>Proposal and evidence for processing payments in a timely manner (5%)</li> <li>Proposal for handling the collection, storage and disposal of equipment and supporting evidence (5%)</li> <li>Proposal for handling unsuccessful claims, appeals and complaints and supporting evidence (5%)</li> </ul> <p>Phase 4 – Not weighted due to potential for this area not being awarded as part of the tender.</p> <p>Phase 5: Closure of the scheme (2.5%)</p> <ul style="list-style-type: none"> <li>Proposal for the process to manage the closure of the scheme and supporting evidence</li> </ul> <p>Overarching processes (15%)</p> <ul style="list-style-type: none"> <li>Proposal for Customer Journey map and customer satisfaction (to include processes for dealing with users of different sizes/value, KPIs to understand and measure customer experience and managing the customer experience with subcontractors) (5%)</li> <li>Proposal for the KPIs that will be met during the course of the contract (KPIs will also be considered as part of the proposals for individual stages and key processes(5%)</li> <li>Proposal and evidence for providing an audit trail and reporting (2.5%)</li> <li>Proposal for management of the relationship with Ofcom including proposals for escalation(2.5%)</li> </ul>

**Marking**

1 – 3

The Tender does not address the criterion

OR

The Evaluator is not confident that the supplier;

- understands the Ofcom requirements covered by this criterion; and / or
- will be able to satisfactorily meet the criterion requirement(s).

4- 5

The Evaluator has some reservations whether the supplier;

- understands Ofcom requirements covered by this criterion; and / or
- will be able to satisfactorily complete the contract requirements covered by this criterion

6-7

The Evaluator is reasonably confident that the supplier;

- understands Ofcom requirements covered by this criterion; and / or
- will be able to satisfactorily complete the contract requirements covered by this criterion to a reasonable standard

8-10

The Evaluator is confident that the supplier;

- understands Ofcom requirements covered by this criterion; and / or
- will be able to satisfactorily complete the contract requirements covered by this criterion to a high standard.

Supporting evidence could include (but is not limited to) references and/or examples of where the Tenderer has completed such an exercise previously, information about systems and personnel who will be involved in delivery and equivalent information about subcontractors.

2

Adherence to  
Ofcom Terms and  
Conditions (15%)

Unless clearly marked to the contrary, Tenderers must commit unconditionally to accepting unaltered all the terms and conditions set out in Appendix 3. Failure to do so will lead to rejection of the Tender. Where Ofcom has allowed scope for variation of the draft terms and conditions, Tenders will be marked against adherence to those terms and conditions proposed by Ofcom in Annex 3, with full marks available for acceptance with no alterations and deductions where alterations expose Ofcom to increased risk (but not for alterations which Ofcom considers to be mere clarifications).

3

Pricing (35%)

35%: Tenders will be reviewed and scored on their price attractiveness across the lifetime of the contract. Should

creative commercial models be submitted these will be reviewed on the basis that the same service levels will be obtained from the Operator as the expected commercial models stated.



## 5 PRICE INFORMATION

### PRICE SCHEDULE

Ofcom strongly recommends that Tenderers read this section after Appendix 2 has been fully read and understood. Tenderers are expected to submit a quote for each stage of the process in the format below. If, in addition, Tenderers wish to offer alternative creative commercial models for any or all of the stages, they may do so but only as a Variant Tender having first submitted a Compliant Tender as required below.

The structure of the pricing below is intrinsically linked to the specification of the services required.

#### Phase 1 - Transition and Go-Live

Please detail in the box below your costs for the set up of the claims handling operation. This is the costs that will be charged to Ofcom for ensuring that the operation is capable of completing the compensation registration phase of the scheme. It is anticipated that this will be a fixed fee on a sliding scale if timelines are not met however, Ofcom is open to reviewing creative commercial models around this area.

Please set out clearly any assumptions you have made in calculating the fixed fee.

Fixed fee based on Go-Live on 1 <sup>st</sup> July 2010	£x
Deduction for delay	£x

#### Phase 2 – Registration and Submission of claims

Please detail in the box below your costs for Phase 2. It is anticipated that this will either be a fixed fee or partial fixed fee with an uplift or reduction based on the number of applicants, There should also be a deduction for late delivery. Ofcom are open to reviewing creative commercial models around this area. Should you wish to offer alternative creative commercial models for any or all of the stages, you may do so but only as a Variant Tender having first submitted a Compliant Tender as required below.

Please set out clearly any assumptions you have made in calculating the fixed fee and any per applicant element.

Fixed fee based on delivery of Plan on 31 <sup>st</sup> October 2010	£x
Variable amount based on number of applicants (fee per applicant)	£x
Deduction for delay	£x

### Phase 3 – Claims Processing

Please detail in the box below your costs for Phase 3. It is anticipated that this will either be a fixed fee or partial fixed fee or a wholly variable fee. The variable element may be based on one or more of a number of variables – number of successful applications completed, number of successful and unsuccessful applications completed, number of individual items of equipment processed and whether equipment was physically verified or whether there was only a paper check. Ofcom are open to reviewing creative commercial models around this area. Should you wish to offer alternative creative commercial models for any or all of the stages, you may do so but only as a Variant Tender having first submitted a Compliant Tender as required below.

Please set out clearly any assumptions you have made in calculating the fee.

Fixed fee based on claims processing starting on 1 January 2010 and completion by 31 <sup>st</sup> December 2012	£x
Fee per successful applicants	£x
Fee per item successfully claimed against with physical and paper verification	£x
Fee per item successfully claimed against with paper verification only	£x
Proposal for payment for closed, unsuccessful applications	£x

### Phase 4: Disposal

Please detail in the box below your pricing for providing a disposal service. Note that, since the disposal phase involves opportunities for recovery of value from some equipment as well as possible costs of disposal in accordance with relevant environmental legislation, the disposal proposal may involve either a cost to Ofcom and/or a share of proceeds. Ofcom are open to reviewing creative commercial models around this area. However, the pricing proposal must include a fixed maximum price Ofcom will be required to pay in the event no value can in fact be recovered from surrendered equipment.

Disposal	Pricing of Provision
	<b>£x (maximum price to Ofcom)</b>

	<b>Details of how any revenues on disposal will be shared with Ofcom.</b>
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Please note that Ofcom will review these responses on the Most Economically Advantageous Tender (MEAT) basis, and has no intention of awarding each phase to a different provider. One provider will be expected to fulfil all stages. However, Ofcom reserves the right to accept a tender without accepting the proposal for the disposal phase and instead requiring the Operator to deliver surrendered equipment to a person nominated by Ofcom.

## 6 TENDER CHECKLIST

Tenderers should ensure that all the requested information is provided as part of their submission. Failure to provide the requested information may result in a submission not being evaluated by the Tender Evaluation Panel.

	Information	Yes / No
	<b>One (1)</b> electronic copy of your tender via Ofcom's eTender Portal.	
	Your response document is in the <b>Tender Format (Appendix 1)</b> .  The <b>Qualitative (non price) Criteria</b> have been addressed as part of your response using the headings provided.	
	The <b>Price Information</b> has been completed.	
	The <b>Tenderer's Declaration</b> has been signed and returned as part of your tender response.	

## Appendix 1 - Format for Tender Response

Your response should be completed and structured as indicated below:

<b>Cover Page</b>	
<b>Contents</b>	
<b>Part 1</b>	The <b>Tenderer's Declaration</b> has been signed and inserted at the beginning of your tender response.
<b>Part 2</b>	The Award <b>Criteria</b> have been addressed as part of your response using the headings provided.
<b>Part 3</b>	The <b>Bid price(s) or Schedule of Rates</b> has been completed and that the total price submitted has been transferred in both words and numbers to the Tenderers declaration section (when appropriate)

### Number of tender documents to be submitted

<b>One</b> Electronic copy of your complete Tender via Ofcom's eTender Portal.	
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## Appendix 2 – Specification of Requirements

### 1. Background

On 30 June 2009, Ofcom confirmed its decision to add three frequency channels including channel 69 to help to create a contiguous 72 MHz spectrum block (channels 61-69, also known as the "**800 MHz Band**")<sup>1</sup> for release for new services in the future. Ofcom concluded that UK citizens and consumers can expect very substantial benefits from this change.

To release the 800 MHz Band the existing users of that spectrum will need to vacate the band. However, Ofcom had previously stated licences within channel 69 would be available until 2018 for use by users of Programme Making and Special Events equipment including wireless microphones, in-ear monitors and other related devices ("PMSE Users").

A report commissioned by Ofcom in 2006<sup>2</sup> looked at current and future demand for spectrum for the PMSE sector including estimates for the total stock of equipment (we have since developed better estimates as discussed in section 3 of this Appendix). When the 800 MHz band is cleared, PMSE Users will no longer be able to use this equipment in channel 69 both in the legal sense (since a licence is required) and in a practical sense because of likely interference from alternative, higher powered uses of the 800 MHz Band.

To help PMSE Users migrate from channel 69, Ofcom has committed to making available replacement spectrum, channel 38, which closely mirrors the utility of channel 69. Channel 38 will be fully available from January 1<sup>st</sup> 2012. However, it is believed only a minority of items of PMSE equipment can be modified cost-effectively to use channel 38 instead of channel 69, so this will generally involve modifying or buying new equipment.

To assist in this, Ofcom has committed, subject to HM Treasury consent, to making available funding (the "Funding Scheme") to reflect the economic cost to PMSE Users of having to replace or modify channel 69 equipment earlier than the previously stated 2018 date when moving to replacement spectrum<sup>3</sup>.

### 2. The Funding Scheme

#### Eligible users

PMSE Users will be eligible for funding under the Funding Scheme ("Eligible Users") if:

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<sup>1</sup> <http://www.Ofcom.org.uk/consult/condocs/800mhz/statement/>

<sup>2</sup> [http://www.ofcom.org.uk/consult/condocs/ddr/reports/report\\_sagentia.pdf](http://www.ofcom.org.uk/consult/condocs/ddr/reports/report_sagentia.pdf)

<sup>3</sup> Ofcom has the power to make such grants pursuant to section 1(5) of the Wireless Telegraphy Act 2006.

- they were licensed users on or before 2<sup>nd</sup> February 2009<sup>4</sup> (“Licensed Users”) (Ofcom will provide a Database of all Licensed Users to the successful Tenderer on award of the contract including the contact details provided by the Licensed Users when applying for their licence); or
- they are unlicensed Hiring Companies who are able to provide satisfactory evidence that their inventory of channel 69 equipment is held in pursuance of a hiring business rather than for use by the Hiring Company itself.

It is important to note that, other than Hiring Companies, Unlicensed Users will not be eligible for funding as *prima facie* they have been using equipment unlawfully. The successful Tenderer must reject all claims from Unlicensed Users other than Hiring Companies and direct them to relevant Ofcom statements regarding eligibility.

### Eligible equipment

Eligible Users will be entitled to funding under the Funding Scheme only in respect of equipment which tunes to channel 69 and which cannot tune to replacement channel 38 without modification. Some of the equipment eligible under the scheme will need to be modified in order to tune to channel 38. For this equipment funding will be available for the modification cost.

### Objectives and priorities

The overall objective of the Funding Scheme is to facilitate clearance of channel 69 by disbursing funding to Eligible Users in respect of channel 69 efficiently and in a way which meets the needs of Eligible Users, while ensuring that the funding is properly and prudently administered.

Ofcom's key priorities for the Funding Scheme are:

- to ensure efficient use of public money in both the cost of administration and the cost of the delivery of the Services;
- to ensure a high quality of service is received by PMSE Users (including both Eligible Users and bona fide applicants who are found not to be eligible under the scheme);
- to safeguard against excessive or fraudulent claims; and

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<sup>4</sup> Licensed to use channel 69 for PMSE by JFMG Limited on behalf of Ofcom under the Wireless Telegraphy Act 2006.

- to ensure a smooth transition of users from channel 69 to channel 38 which, as well as the absolute requirement to complete the processing of all valid claims up to and including payment of cleared funds by 31<sup>st</sup> December 2012 means ensuring a smooth pattern of migration between 2010 and 2012 so as to mitigate the risk of shortages of channel 38 equipment towards the end of 2012.

### 3. Information about PMSE

It is for Tenderers to develop their own understanding of the PMSE sector for the purposes of this tender, but we set out below some background information which should provide a basis for this.

PMSE Users are a diverse group ranging from large production companies and Hiring Companies with many items of equipment valued at well over £100,000 in total to users such as churches and small theatres with a few items which may have low financial value in absolute terms but which are important to the user and wider community. The following table represents Ofcom's best estimate of the distribution of PMSE equipment amongst Licensed Users (which include some of the Hire Companies) based on responses to its 14th August 2009 consultation:

Value of equipment <sup>(5)</sup>	Number of Licensed Users	% of number of Licensed Users	% of Licensed Users claims by value
<£10,000	1,266	58.7%	11.9%
£10,000-£19,999	495	22.9%	16.1%
£20,000-£29,999	176	8.2%	9.5%
£30,000-£39,999	66	3.1%	5.4%
£40,000-£49,999	44	2.0%	4.8%
£50,000-£99,999	55	2.5%	7.4%
>£100,000	55	2.5%	44.9%
Total	2,157	100.0%	100.0%

It should be noted that, in addition to the above, there are believed to be a significant number of Unlicensed Users using channel 69. Such users are operating unlawful and are not eligible for any funding. There is also equipment used lawfully in other channels which is not eligible for funding because it is not affected by clearance or Ofcom have given sufficient notice of clearance of that channel. In that context, Tenderers should be aware of the scope for claims from unlicensed PMSE Users and the possibility that there may be attempts to

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<sup>5</sup> This is only the users estimate of the value of their equipment



channel other user's equipment through claims by Eligible Users. This underlines the importance of verification of relevant paperwork.

As noted above, some Hiring Companies are unlicensed but qualify as Eligible Users (as they do not necessarily operate equipment which they hire to others). Ofcom does not have an accurate estimate of the number of unlicensed Hiring Companies at this stage, however we estimate the number to be relatively small (larger Hiring Companies are generally licensed in practice and therefore included as Licensed Users in the figures above).

Unlicensed Hiring Companies are not included in the existing Database and the Operator will need to verify applicants (valid forms of proof will be notified to the Operator by Ofcom but it is envisaged these will include rental agreements, relevant corporate documents and marketing materials).

Our best estimate is that 85% of PMSE equipment in channel 69 consists of wireless radio microphones, with the remainder consisting of in-ear monitors and other equipment.

Tenderers should be aware that some of the PMSE equipment that operates in channel 69 can be modified to operate in other channels.

Based on Ofcom's best estimates:

- There are c2,200 Licensed Users;
- We do not have a robust estimate of unlicensed Hiring Companies but you should base your Tender on there being no more than 300 ;
- Approximately 75,000 individual items of eligible channel 69 equipment are held by these Eligible Users. The final number may vary and this is the best estimate Ofcom has at this time.

#### **4. The Services (response required)**

##### Summary

The services Ofcom are seeking to procure from the Operator of the Funding Scheme relate to the administration and disbursement of funding to Eligible Users. For the purposes of producing a methodology and pricing, it is useful to divide Ofcom's requirement into a number of phases:

Transition and Go-Live: Operator to prepare helpline and website in preparation for Go-Live date, when Eligible Users will be invited by Ofcom to submit claims for funding ("Claims")

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and to call the Operator for further information. Based on contract signature on [23<sup>rd</sup> May 2010], Tenderers should assume a Go-Live date of [1<sup>st</sup> July 2010].

Registration and Submission of claims: Eligible Users will be given a [three] month window from the Go-Live date to submit Claims. During this period, the Operator should respond to queries, populate a database based on responses and query any clearly incomplete responses with Eligible Users (but not verify claims in detail). The Operator will then be expected to produce a Plan detailing the overall funding requirement and a profile of the requirement to completion of the project assuming all Claims are successfully verified and proceed to payment. Based on a Go-Live date of 1<sup>st</sup> July 2010, applications will close on 30<sup>th</sup> September 2010 and the Operator will be expected to provide the Plan by 31<sup>st</sup> October 2010.

Claims processing: Following submission of the Plan, Ofcom will need to confirm the budget with HM Treasury. Based on the Plan being provided by 31<sup>st</sup> October 2010, this will be completed by 31<sup>st</sup> December 2010 and, if the budget is confirmed, Claims can start to be processed on 1<sup>st</sup> January 2011. From this point, the Operator will be expected to verify Eligible Users' paperwork and PMSE equipment, to make payments in accordance with the Plan and regularly to report to Ofcom on progress against the Plan.

Disposal: The Operator must provide a proposal for the disposal of collected PMSE equipment which may include the recovery of value (e.g. by sale to countries where channel 69 remains available) and/or costs of disposal in accordance with relevant environmental legislation.

Closure of the scheme: All Claims must be completed (either with payment or confirmation the PMSE User is ineligible) by 31<sup>st</sup> December 2012. Before the 31<sup>st</sup> March 2013 the Operator must have dealt with all outstanding complaints and appeals. At this point, the Operator should provide a final report, detailing all payments made and hand all relevant paperwork to Ofcom for audit.

Throughout the lifetime of the scheme the Operator will need to provide Ofcom with regular reports, including progress against milestones and KPIs. It will also need to provide phone, email, website and mail support to Claimants through the process.

It should be noted that the Operator will *not* be responsible for the content of the first communication with Licensed Users (and any associated advertising to notify unlicensed

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Hiring Companies) to be published on the Go-Live date, but will be responsible for all further communication. Nor will the Operator be responsible for formulating the rate card which will provide a formula enabling the Operator to calculate the funding requirement for any given item of equipment of any given age. This will be published in draft by Ofcom on the Go-Live date (allowing comments from PMSE Users to Ofcom directly on points of factual accuracy so we can ensure the finalised version is as accurate and complete as possible) and confirmed following submission of the Plan, which should be based on the draft rate card.

Based on contract signature on 23<sup>rd</sup> May 2010, the key dates relating to the scheme are in the table below.

<b>Date</b>	<b>Action</b>
1 July 2010	Go Live date – Claims can be submitted
30 September 2010	End of window for claims to be submitted
1 November 2010	Plan to be provided to Ofcom
1 January 2010	Date from which claims can be processed
31 December 2012	Date for all claims to be complete
31 March 2013	Close of scheme

### **Ofcom Resources**

Ofcom will use its reasonable endeavours to provide the following to the Operator at the relevant times specified in the above table:

<b>Item/Information or Service to be Provided by Ofcom</b>	<b>When such Item/Information or Service to be Provided by Ofcom shall be made available to the Operator</b>
Database listing those persons licensed to operate PMSE equipment in channel 69 at any point between 2 <sup>nd</sup> February 2008 and 2 <sup>nd</sup> February 2009, and the most recent address and other contact details held.	Go-Live Date.
Draft Rate Card.	Go Live Date.

### Phase 1: Transition and Go-Live

On award of this Agreement, Ofcom will provide the Operator with a database containing contact details of Licensed Users.

Ofcom will prepare a letter to Licensed Users (and any further advertising to inform potentially eligible unlicensed Hiring Companies and publicise the importance of registration in Phase 2), and will finalise its draft rate card, both for publication on the Go-Live date.

During this phase, the Operator will be expected, as a minimum, to:

- prepare staff to deal with enquiries on a dedicated helpline from the Go-Live date;
- develop a website including (at least) helpline details, an e-mail address, links to relevant documents (including the draft rate card) and an FAQ; and
- set-up a database for use throughout the process enabling claims to be handled efficiently and for full information about any individual claim to be accessed easily.
- Work in Phase 1 must be approved by Ofcom by the Go-Live date, with a right for Ofcom to terminate the agreement if it is not completed satisfactorily by the Long-Stop date (1<sup>st</sup> August 2010 based on contract signature on 23<sup>rd</sup> May 2010).

**Tenderers must provide a methodology detailing their approach to Phase 1, including details of relevant experience, subcontractors (if any) and identified staff responsible for delivery.**

### Phase 2: Registration and Submission of claims

This is the period in which all Claimants will be expected to submit their Claims. It is an information gathering phase requiring PMSE Users to register the equipment they wish to claim for, provide sufficient information to estimate funding entitlement and indicate when they would want to surrender their equipment.

Ofcom will be responsible for a single direct mail shot to the c2,200 known Licensed Users and advertising to identify unlicensed Hiring Companies. Thereafter the Operator will be responsible for ongoing communications regarding the Funding Scheme and the need to register their claim in time including actively contacting those Licensed Users who have not registered a Claim. A Claim submitted after the three month window or which is submitted inside the window but lacks fundamental information required to estimate funding (primarily lack of any inventory of equipment) should be considered a Late Claim. The Operator must pass details of any Late Claims to Ofcom with an estimation of value. Ofcom may require

the Operator to process any Late Claims in Phase 3, but the Operator will not be required to include them in its Plan at the end of Phase 2.

The Operator will be responsible for communicating in writing, online and through helpline facilities with eligible funding recipients (following the initial communication from Ofcom on the Go-Live date) and drawing up an inventory of eligible equipment held by each claimant and the timetable for compensation payments.

Equality issues: The Tenderer must ensure that they put in place arrangements to ensure that document, forms, websites and phone lines comply with best practice accessibility guidelines. To monitor this, the Tenderer is required to request voluntary information about disability, race, and gender when processing claims. Tenderers are invited to describe these arrangements.

Following the end of the application period, the Operator will have until 1 November 2010 to finalise a Plan in liaison with Ofcom. This Plan will allow Ofcom to fully understand the levels of compensation required and to accurately forecast the funding requirement over the period of the Funding Scheme and obtain HM Treasury approval<sup>6</sup>. Following this Ofcom will aim to confirm that claims can be processed from 1<sup>st</sup> January 2011. In the unlikely event of HM Treasury withholding agreement to the budget, Ofcom will have the option to terminate the contract at this point.

**Tenderers must provide a methodology detailing their approach to Phase 2, including details of relevant experience, subcontractors (if any) and identified staff responsible for delivery.**

### Phase 3: Claims processing

Following the completion of phase 2 and confirmation of HM Treasury approval by Ofcom claim verification and settlement can begin. We envisage that at the bare minimum the following steps need to be completed for claims:

- maintaining a database of equipment enabling claims to be tracked and managed efficiently;

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<sup>6</sup> HM Treasury has already approved a provisional budget based on Ofcom's best estimates, but a more definitive figure will need to be confirmed at this point dependent on the level of registrations and the confirmed rate card.

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- following a schedule for verifying claims and settling payments based on this inventory and milestones in accordance with the Plan;
- engaging closely with Eligible Users of differing sizes appropriately to verify and manage their claims (noting that some Eligible Users, such as larger Hiring Companies, may have more complex claims and are likely to want to replace equipment gradually over up to a two year period);
- providing 'phone, email and mail to support to all applicants;
- undertaking necessary "paper" verification of receipts and other records;
- calculating the payment due against a rate card;
- verifying redundant equipment matches the claim made by the recipient and is in working order (no funding will be available for broken equipment);
- verifying claims for modified equipment;
- ensuring claimants confirm acceptance of Ofcom's standard terms and conditions of grant;
- rapidly processing payment following verification of equipment;
- managing any complaints by way of an internal review process; and
- providing a documented and verifiable audit trail for the equipment and the money disbursed suitable to prevent fraud and for external scrutiny, including by the National Audit Office.

We address minimum requirements for aspects of Phase 3 below.

### *Verification*

Verification of all claims will include verification of the relevant paperwork. At present, Ofcom's presumption is that verification would also include physical collection of all redundant equipment in order to minimise fraud (including preventing the same equipment being claimed for more than once) and to support auditing by Ofcom. Tenderers should, at a minimum, provide a methodology and price that includes physical collection and storage. However, we are open to considering methodologies which envisage alternative methods of physical verification and measures to prevent fraud.

### *Modified Equipment*

The rate card will include scope for Eligible Users to arrange for themselves modification of channel 69 equipment for use in channel 38. Although this is not expected to be a very common situation, where the cost of modification is lower than that which could be received on surrender of the equipment, Eligible Users will be entitled to submit evidence that the

equipment has in fact been modified and recover the sum actually spent. Tenderers should show how they would verify equipment that had been modified.

Tenderers must satisfy Ofcom that they have sufficient knowledge of PMSE equipment to verify successfully and that audit will be possible.

### *Payment to Claimants*

Where equipment is collected by/delivered to the Operator, we would expect the physical verification to proceed quickly to minimise the period of time during which the PMSE User is without equipment and without funding to support replacement. Proposals should state the maximum period between receipt of equipment and payment, which should be a period of no more than five working days. Please include as part of your response the methods of payment you intend to use (BACS, Cheque etc)

Ofcom will make funds available to the Operator as required according to the Plan to settle claims.

### *Rejection of claims/complaints*

In relation to claims which are not approved, the Operator must write to the PMSE User setting out the reason for rejection and giving two weeks to object to the decision (returning equipment if the claim fails at the equipment verification stage). Where an objection is made, the Operator must review the case and send a brief report of the outcome to Ofcom. Rejected claims will be considered complete when the internal review is complete or when the time for objection has elapsed without an objection.

It is noted that some objections may, on examination, relate to the adequacy of funding or special circumstances which the PMSE User considers means that its claim, whilst prima facie ineligible, should nonetheless be accepted. Such matters are outside the scope of the Operator and should be referred to Ofcom. Once Ofcom has made its decision it may then refer the Claimant back to the Operator to then process the claim.

**Tenderers must provide a methodology detailing their approach to Phase 3, including each of the elements listed above and any other issues Tenderers consider relevant. The methodology should include details of relevant experience, subcontractors (if any) and identified staff responsible for delivery.**

### Phase 4: Disposal

If a claim is successful and the PMSE equipment is retained by the Operator, title to the equipment is expected to pass to the Operator upon settlement of the Claim (subject to any alternative proposal from the Tenderer for this Phase 4). Title will only pass to the operator if the disposal proposal is accepted. Equipment may or may not have residual value and, on the basis of this, it may be appropriate for it to be:

- physically disposed of / destroyed;
- sold on to a third party in its current form;
- dismantled to enable its component parts to be sold on; or
- retuned to another frequency.

Ofcom would welcome innovative disposal proposals.

Notwithstanding any realisable value solutions, the Operator shall be responsible for the disposal of collected Equipment. This includes compliance with all relevant environmental legislation and arrangement of necessary tax affairs, and neither Ofcom, nor the Claimants shall be liable for any tax arising on disposal or sale of the equipment or its parts.

The Operator shall keep full records of the disposal of the equipment including all the details necessary to allow adequate audit.

Note that Phase 4 may run concurrently with Phase 3 (i.e. it is not necessary to complete collection/verification of all items of equipment from all Eligible Users before equipment surrendered by Eligible Users whose claims have been settled may be disposed of).

If the disposal proposal is not accepted then title shall pass to Ofcom and the Operator must deliver all the equipment to a UK location specified by Ofcom, before the closure of the scheme.

Please also note that Ofcom reserve the right not to award the disposal element of the tender and as such are awarding no weightings to this section for the purposes of review. Ofcom are however, very interested to see how Tenderers respond to this element of the service and will be strongly inclined to include this service if responses meet or exceed the specification set out above.



**Tenderers must provide a credible disposal methodology which meets appropriate environmental and social standards (not just legal minimums) and must be capable of acceptance or rejection independently from the rest of the Tender. The methodology should include details of relevant experience, subcontractors (if any) and identified staff responsible for delivery as well as how they will comply with all relevant legislation and share any potential revenues from disposal with Ofcom.**

### Phase 5: Closure of the scheme

Upon expiry or termination of the contract the Operator will be required to systematically manage the end of the transfer of the scheme. This will include providing Ofcom information in an electronic format that is readable with non-proprietary software (e.g. in .csv form) that includes as a minimum:

- a copy of any Databases (including a record of all customer interactions)
- records of all payments that have been made under the scheme
- records of all equipment collected
- records of all complaints, disputes and appeals
- records of all successful, rejected and unsuccessful claims
- records of where all of the equipment and the components have been sold to or where it has been disposed of.
- Full management information pack
- all marketing materials
- all process documents, training material and user manuals

Note, that this list is replicated in Section 5.

**Tenderers must provide a methodology detailing their approach to Phase 5, including each of the elements listed above and any other issues Tenderers consider relevant. The methodology should include details of relevant experience, subcontractors (if any) and identified staff responsible for delivery.**

### Ongoing requirements

#### Customer Journey map

You are invited to describe the Customer Journey Map i.e. to describe the experience that Claimants would have as and how they might navigate the service, including how their interaction with any sub-contractors would be managed. This should show:

A customer journey map or process diagram, including the interactions with any 3rd party;  
What measures would be used to understand and report on the customer experience and Quality of service.

We expect that 100% of customer interactions would be logged and Tendered are asked to explain how they would manage this. Tenderers are also asked to explain whether the management of the 150 largest customers (by value of equipment) would differ from the rest.  
Reporting, KPIs and Data

The Operator shall provide a series of reports with minimum requirements as described below. Tenderers are invited to propose the format, content and KPIs that each of the three report described below should contain for each of the different stages of the contract and to provide a mock up of these reports. The proposed report should contain the Key Performance Indicators ("KPIs") and milestones that the Operator intends to meet during each stage of the contract. The Tenderer's proposal should include the specific levels of the KPIs that the operator is planning to meet during the contract.

In particular, during stage three, we would expect that the KPIs would include indicators around:

- Phone call, email/web contact and mail handling (including response times, and numbers)
- Processing of claims including the settling/payment of claims (including response times, value and number of claims)
- Complaints, escalation and appeals (numbers and progress to resolve)
- Customer satisfaction measures
- Outcomes of any audits carried out

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The Operator shall provide a weekly report (the “**Weekly Report**”) during the lifetime of the contract and is invited to propose its contents and how it would differ for each of the different stages. Ofcom reserves the right to ask for updates against all KPIs, milestones and the Plan, as part of the Weekly Report.

The Operator shall provide a monthly report (the “**Monthly Report**”) summarising the activities issues and risks from the previous month (including a monthly summary of the contents of the Weekly Report) as well as the plan for the next month. During stage three of the contract the Monthly Report will provide a reconciliation between the planned and actual grants that were disbursed during the previous month. If the Operator were likely to make payments faster than planned then they shall inform Ofcom through the Monthly Report as described. It shall also include:

- a revised estimate for the final value of all Claims by the end of the Compensation Scheme;
- a revised estimate of the final number of claims by the end of the Compensation Scheme;
- the number of Claims completed in the previous month (split by claims of different size);
- the value of Claims (split by claims of different size) settled in the previous month;
- the number of Claims (split by claims of different size) in the process of being settled;
- the value of Claims (split by claims of different size) in the process being settled;
- the cumulative of number of Claims (split by claims of different size) settled from the start of the Compensation Scheme;
- the cumulative value of Claims (split by claims of different size) settled from the Compensation Scheme;

The Operator shall provide a Quarterly Report to Ofcom (the “**Quarterly Report**”). In addition to a summary of the information in the Monthly report. The Quarterly Report shall include the following information:

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- a revised estimate for the final value of all Claims by the end of the Compensation Scheme;
- a revised estimate of the final number of claims by the end of the Compensation Scheme;
- the number of Claims settled in the previous quarter;
- the value of Claims settled in the previous quarter;
- the number of Claims in the process of being settled;
- the value of Claims in the process being settled;
- the cumulative of number of claims settled from the start of the Compensation Scheme;
- the cumulative value of Claims settled from the Compensation Scheme;
- the content of any updates provided to Ofcom in the previous quarter with issues of concern in relation to High Value Claims;
- summary of the risk register and mitigation activities;
- summary of progress to resolve outstanding issues;
- status of equipment disposal;
- details as to the number of the same and new visitor hits to the Website;

It is expected that Ofcom will alter the reporting requirements from time to time in discussion with the Operator. The above is for illustrative purposes.

Data: Ofcom will evaluate the Tenderer on their ability to illustrate credibility in database management and the transference of the data to Ofcom following closure of the scheme or termination of the contract. Relevant experience and methodologies should be expressed as part of the response.

*Audit trail*

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Tenderers are asked to describe clearly how they will ensure that there is fully auditable trail throughout the process and to define the procedures that they will use.

**Tenderers must provide a methodology detailing their approach to the Ongoing Requirements, including details of relevant experience, subcontractors (if any) and identified staff responsible for delivery**

Ofcom may need the Operator to carry out additional tasks during the course of the delivery of the Funding Scheme and we would discuss with the Operator whether these tasks would require any variation to the contract.

Tenderers are invited to respond to **all** elements in section 4 detailing their response to the requirements. Tenderers are encouraged to visually illustrate where appropriate and provide references and/or provide examples of where they have completed such an exercise previously.

## **5. General Information and Requirements (Acceptance and Response Required)**

### **Introduction**

The following section details the overarching principles and requirements that the Operator shall apply to the delivery of all Services.

### **Ofcom involvement**

Ofcom will provide at least the following to support the Operator and their delivery of the services:

- A rate card listing the payments that are to be made;
- Criteria by which the Operator shall judge if a claimant is eligible or not;
- Criteria by which the Operator shall decide if a piece of equipment is eligible or not;
- The first communication with Licensed users;
- Initial advertising to Hiring Companies;
- A (part time) contract manager who will be the initial point of contact for the Operator and will have day to day oversight of the contract;
- Details of the Licensed users;
- The money for disbursement will be provided to the Operator into a specified ring fenced account in line with the Plan; and
- On an ongoing basis, a list of additional claimants that the Operator will need to process (for example following Ofcom's consideration of whether a late application should be considered).

### **Access to Data (response required)**

The Operator is likely to be provided with access to certain data for the delivery of the Services. The Operator shall ensure that all parties requiring access to Ofcom's data shall receive the necessary clearance and training and shall ensure that they comply with the relevant provisions of the Data Protection Act 1998 and with all Ofcom requirements relating to use of the systems.

Specifically, Tenderers should show what measures they have in place to ensure personal data they process on behalf of UK customers is processed according to the eight principles

of good practice.<sup>7</sup> They should also show how they will ensure employees who process personal data on behalf of UK customers are fully aware of the Data Protection Act 1998 and understand what measures they need to take to ensure they adhere to the eight principles of best practice in processing data on behalf of customers.

### **Requests for Information**

Ofcom may receive urgent request for certain information, which may take the form of Parliamentary Questions, questions from other Government Departments, the National Audit Office or other similar sources. These often require a very rapid response. The Operator shall provide support to Ofcom by responding with the highest priority when such requests are received and shall provide information to Ofcom by the required deadline on request.

### **Audit and accounts managements**

The Operator should adopt “open book” accounting to provide sufficient transparency to demonstrate completeness and granularity of services provided; this will include: records of compliance with the methodology that we provide;

- full details of who grants have been given to;
- the evidence to justify each grant that was made;
- evidence of recovery of assets to which grant was made;
- evidence that all equipment recovered is uniquely (numbered) tagged so each claim can be efficiently traced from the beginning of the process to the secured storage;

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<sup>7</sup> These principles are

“1. Personal data shall be processed fairly and lawfully and, in particular, shall not be processed unless (a) at least one of the conditions in Schedule 2 is met, and (b) in the case of sensitive personal data, at least one of the conditions in Schedule 3 is also met.

2. Personal data shall be obtained only for one or more specified and lawful purposes, and shall not be further processed in any manner incompatible with that purpose or those purposes.

3. Personal data shall be adequate, relevant and not excessive in relation to the purpose or purposes for which they are processed.

4. Personal data shall be accurate and, where necessary, kept up to date.

5. Personal data processed for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.

6. Personal data shall be processed in accordance with the rights of data subjects under this Act.

7. Appropriate technical and organisational measures shall be taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

8. Personal data shall not be transferred to a country or territory outside the European Economic Area unless that country or territory ensures an adequate level of protection for the rights and freedoms of data subjects in relation to the processing of personal data.”

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- a clear audit trail regarding disposals of tagged equipment through to the banking of proceeds; and
- detailed download/report of all records should be available for Ofcom and any agent appointed by Ofcom.

Ofcom, and its appointed agent, shall have the right to inspect these records and equipment on [5] days notice. The Operator shall provide information, facilities and access to support regular audits of the scheme by Ofcom or its appointed agent.

Ofcom intends to provide money for disbursement as grants to the Operator into a specified ring fenced account (the “**Account**”) in line with the [schedule for payments]. We require a monthly analysis of the differences between actual and expected disbursements in the Monthly Report. If the Operator were likely to make payments faster than planned then they shall inform Ofcom through the Monthly Report at least one month ahead of the expected shortfall with the justification for this and Ofcom shall decide if the funds will be released in advance.

The operator should submit monthly claims based on the expected disbursement for the period.

Monthly KPI reports should show the amount of claims being processed, that have been processed, the amount of equipment collected and to be collected in the next month/quarter, and the average number of days from receipt of claim to payment made and equipment disposed of.

### **Closure of the scheme**

Upon the expiry or termination of the Contract, the Operator shall (and shall ensure that any Subcontractors will) comply with all reasonable requests of Ofcom to provide information relating to maintaining the provision of the Services.

This shall include the Operator providing to Ofcom information in an electronic format that is readable with non-proprietary software (e.g. in .csv form) that includes as a minimum:

- a copy of any Databases (including a record of all customer interactions)
- records of all payments that have been made under the scheme
- records of all equipment collected



## APPENDICES

- records of all complaints, disputes and appeals
- records of all successful, rejected and unsuccessful claims
- records of where all of the equipment and the components have been sold to or where it has been disposed of.
- Full management information pack
- all marketing materials
- all process documents, training material and user manuals

At closure, the Operator shall also provide Ofcom with all paper documentation related to the Funding Scheme.

Upon the expiry or termination of the Contract, the Operator shall (and shall ensure that any Subcontractors will) comply with all reasonable requests of Ofcom to provide any help, support and information required to ensure that Ofcom, or any agent is able to maintain the provision of the Services

Ofcom shall have the right to use, publish and share this information and any other information provided to it by the Operator during the lifetime of the scheme (including the web portal and its design) in whatever way it chooses.

If the Operator is still holding any equipment that it has not disposed of upon the expiry or termination of the Funding Scheme, title of that equipment shall pass from the Operator to Ofcom and the Operator shall deliver that equipment to a location that Ofcom specifies.

Tenderers are requested to indicate their acceptance of the conditions of Section 5 and to provide a response to their compliance with the Data Protection requirements and accessibility requirements.

## Appendix 3 –Terms & Conditions

Please see attached terms and conditions that will govern the agreement between Ofcom and the Operator.



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