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**Network-as-a-Service Runbook**

***Network Monitoring Reference Architecture***

**<NaaS Operator’s Name>**

**

*<Release Date>*

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# Vendor Evaluation and Selection

Provide inputs to RFx Template.

The selection of the appropriate contractor(s) for a fiber optics construction project requires conducting a process which analyzes the contractor ability to fulfill the end-to-end tasks that comprise the project implementation.

This section of the Module provides instructions to fulfill and RFx process for the construction of a fiber optics infrastructure and can be used as a template to generate the RFx documentation.

On each section below, a summary of the content and need for each RFx component is provided, followed by text and references to other areas of the module which comprise the RFx template.

## Vendor Pre-qualification

| What | Why |
| --- | --- |
| A list of potential Proponents to the RFx process | Identifying the target companies is the first step on the RFx submission to the market. |

The first step is to identify potential contractor to which the RFx should be addressed, with an eventual invitation to bid.

The NaaS should invite contractors with previous and successful experience with the company and their competitors. In absence of previous references, request a list of potential partners to the local authorities, local Chambers of Commerce and professional associations.

The potential Respondents shall be sent an invitation letter, an abstract of the project scope and relevant RFx dates, and a prequalification form.

### Invitation to tender

| What | Why |
| --- | --- |
| A formal invitation to identified potential Proponents | Need to inform Proponents of the commencement of the RFx process, and request initial information to confirm pre-qualification in the process |

The NaaS Operator shall submit an invitation to tender to the identified companies to inform about:

* The Name of the RFx Process
* An abstract on the Scope of Work
* The RFx process relevant dates
* A request for an acknowledgment and intention to respond

### Pre-qualification form

| What | Why |
| --- | --- |
| A survey to identify suitability of interested Proponents | Used to confirm or discard Proponents based on some initial, basic assessment on their capabilities and suitability for the RFx scope of work |

Potential Respondents shall receive, together with their invitation to bid, a prequalification form. This form provides key questions which the NaaS Operator will use to determine the suitability of the potential Respondent to address the project scope. This qualification form will include both technical, commercial and legal questions with the objective to short list the number of companies receiving the request for services.

## RFx Document

RFx are issued to obtain Information, Proposals or Quotes from the market. In order to obtain truly valuable and effective information from these processes, the documents generated during the RFx development must include all the relevant information that Respondents will require to provide accurate responses to the NaaS Operator request, avoid misunderstandings and prevent implementation issues.

The RFx document must clearly identify the RFx objective (obtain information, proposal and/or quotes), the scope of the technical project, the instructions to respond and applicable terms and conditions.

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Figure 15. RFx Structure

### RFx Objective & Scope

| What | Why |
| --- | --- |
| A description of the business need | The RFx Objective establishes the business need that the process is trying to resolve. It presents a high-level description of the environment, pre-existing infrastructure and network elements, a high-level estimation of timelines and the format of the agreement, such as time and materials, equipment supply, professional services or a turnkey end to end project. |

The Objective of this RFx is to provice fiber optics connectivity between certain locations of the NaaS Operator within the indications below:

* Network Elements to connect
* Type of interconnection (local, backhaul, backbone).
* Network services using this infrastructure (e.g DWDM, Gigabit Ethernet)
* Redundancy considerations, if applicable
* Project Timelines; in particular, project commencement and finalization schedule

| What | Why |
| --- | --- |
| The RFx Scope defines de detailed needs which are requested under this RFx process. | This information must be consistent with the RFx objective and provide all details needed to properly understand the technical and commercial needs, the project limitations and constrains and, in general, any additional information which may be relevant to the Respondents. The use of annexes is recommended as a way to orderly provide references to supporting documentation. |

The Scope of this RFx is defined by:

* Detailed location of Network Elements (address, GPS coordinates)
* Detailed description of demarcation points, network termination points
* Network Architecture and recommended technical solutions
* Preferred Type of Installation (Aerial, Buried, Ducts)
* Existence and details of Rights of Ways with Utilities. Access conditions and reference to technical details.
* Detailed technical description of Network services using this infrastructure. Target KPI if available.
* Applicable redundancy considerations. Elements to implement redundancy, type of redundancy and use/test case.
* Project Timelines: project commencement and finalization schedule, interim milestones.

### Vendor pre-qualification

The Respondent should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the Respondent's qualifications, and capabilities to perform the services required by the RFP. This section of the bid proposal must minimally contain the information identified below.

* Location
* Organization Charts
* Resumes
* Experience with Contracts of Similar Size and Scope
* Financial capability of the Respondent

Guidelines on specific information to be required for Vendor pre-qualification can be found in the RFI/RFP document template.

### Schedule and Timelines

| What | Why |
| --- | --- |
| The relevant dated for the RFx process. | All stakeholders in the RFx process must be aware of relevant dates and milestones to avoid misinterpretation which may lead to delays. |

The RFx Schedule defines the relevant dates affecting the RFx process. Contractors must deliver their responses and the Naas Operator must complete the process phases according to this schedule. Contractors may request and justify extensions when required to produce a better response. If accepted by the NaaS operator, the extension shall be applicable to all contractors.

| RFx Milestone | Content | Date |
| --- | --- | --- |
| RFx Submitted to Respondents | RFx sent to potential Respondents | RFx Start Date |
| Acknowledgement of RFx Process | Respondents to confirm intention to respond | +2 days |
| Vendor Prequalification Submission | Respondents send prequalification form | +2 weeks |
| Vendor Prequalification Response | Naas Operator confirms or drops invitation to respond | +1 week |
| Contractor Query Submission | Respondents send questions related to the RFx | +2 weeks |
| Contractor Query Response | Naas Operator provides responses to questions | +1 week |
| Proposal Submission | Respondents submit their proposals | +2 weeks |
| Contractor Selection | Naas Operator defines short list of Respondents | +2 weeks |
| Contract Negotiation | Contract negotiation begins with preferred Respondent | +1 week |
| Contract Sign-off | Contract is signed | +2 weeks |
| Project Kick-Off Meeting | Project initiation meeting | + 2 weeks |
| Project Work Begins | On-site Project commences | + 2 weeks |

### Changes to the RFx

| What | Why |
| --- | --- |
| This clause allows the NaaS Operator to modify or cancel the process at any time. | Most RFx processes are completed without any changes to the terms and conditions of the RFP document. However, there are occasions where an RFx closing time may be extended or additional information related to the project may be added to the RFx. |

The NaaS Operator reserves the right to modify the terms of any RFP at any time prior to the closing date and time, including the right to cancel an RFP at any time prior to entering into a contract with a proponent. In such case, Proponents shall be notified of the modifications, and the RFx Schedule shall be updated accordingly.

### RFx Instructions & Deliverables

| What | Why |
| --- | --- |
| This section provides the Respondent with detailed instructions on the documents which must be submitted as response to the RFx process. | The RFx Deliverables specify the network elements and associated documentation required to deem the project completed.  The reception of the deliverable by the NaaS triggers an acceptance process as described in section 4.2. |

In particular it will include fully Installed and tested Network Infrastructure Elements:

* Supporting infrastructure spans: poles, trenches or ducts.
* Infrastructure access locations: manholes, handholes, galleries.
* Fiber optics cabling spans
* Fiber splicing points.
* Fiber cable access to network endpoints
* Fiber termination points at ODF

Network elements can only be considered as accepted when their companion documentation is included as deliverable, as specified in section 4.2.5:

* Network Component ATP.

#### Presentation Letter

| What | Why |
| --- | --- |
| The presentation letter must introduce the bidding company, providing an abstract of the company history, relevant experience, resources available and suitability statement for the scope of work included on this RFx. | This letter establishes the initial relationship between the NaaS Operator and the respondent and designated the point(s) of contact. |

The Respondent will include a Presentation Letter to introduce the company, providing an abstract of the company history, relevant experience, resources available and suitability statement for the scope of work included on this RFx and contact person(s) for any technical, commercial or legal queries which might derive from the RFx process.

In the case of subcontracting or under a joint response, information regarding all companies involved in the response and their legal relationship must be included.

#### Statement of Compliance

| What | Why |
| --- | --- |
| The Statement of Compliance is a formal acceptance of the conditions of the RFx | This Statement provides certainty on the interpretation of the responses, and can be used to disqualify a proponent if at a later stage of the process they refuse to accept any of the conditions set forth in the scope of work, terms and conditions, contract template or any other section in the RFx package. |

Each Respondent shall provide a Statement of Compliance which confirms:

* that the Respondent has full authority to submit a Proposal on the basis of this Request for Proposal
* that the Submission has been appropriately reviewed by the Respondent’s technical, commercial, financial and legal representatives
* the level of internal approval obtained by key Subcontractors in order to make the Proposal (letters of support from each key Subcontractor should be included).

In the case of Respondents proposing to deliver the Project as a Consortium, a separate Statement of Compliance must be signed by an authorised signatory of each proposed Consortium Member.

Each shall provide a statement that the Proposal is fully compliant with all aspects of the RFx and also the terms and conditions of the RFx and the Contract, or shall state clearly any exceptions, deviations, alternative approaches or additions to the requirements of the RFx and/or draft Contract (as appropriate), with justification. Additional comments and clarifications should also be listed where appropriate (for example to clarify interpretation of requirements), but these must be differentiated from any deviations / exceptions (etc.) above.

With respect to the terms and conditions of the draft Project Contract, each Respondent must either:

* expressly confirm that the response to the RFx is made on the basis of the terms and conditions of the draft Contract; or
* expressly confirm that the RFx response is made on the basis of the terms and conditions of the draft Project Contract subject to clarifications and exceptions. In these circumstances, the Respondent must include in their Submission:
  + a copy of the draft Contract, marked up with the Respondent’s proposed clarifications and exceptions; and
  + a separate commentary against the clarifications and exceptions setting out the reason for those clarifications and exceptions.

Respondents should note that, in addition to the foregoing, the NaaS Operator expects that each of the Respondents will provide in their Statements of Compliance an initial detailed view on those areas of the Contract set out in the Commercial and Legal Requirements document. Any exception in relation to those matters set out in the Commercial and Legal Requirements document is considered a material issue and must be clearly and specifically identified in the Statement of Compliance. Please note that the NaaS Operator may reject a Proposal if a material issue (including a non-compliance with the terms and conditions of the draft Contract) is identified by a Respondent at any stage during the RFx process.

#### Commercial Information

| What | Why |
| --- | --- |
| Detailed commercial information including contact details, establishment details and others. | This information enables the NaaS Operator to assess company solvency, credit classification and others, in order to determine the risk categorization if contracted. |

The Proponent shall provide detailed commercial information including:

* Registration Number
* Registration Place
* Date of Establishment
* Capital
* Number of Employees
* Contact Address
* Contact Email & Phone / Fax
* Type of Company (Limited Liability, Incorporation, other)

#### Staff Qualification

| What | Why |
| --- | --- |
| List of staff members and profiles. Names could be omitted. | This information is used to assess the technical capability to perform the tasks involved in the RFx. |

The proponent shall provide a detailed list of the staff members involved in the realization of the tasks described in the RFx. The list shall include a summarized profile, qualification, certifications and years of experience in similar activities.

#### Scope of Work

| What | Why |
| --- | --- |
| A description of the tasks, products and/or services being requested under this RFx. Must include all the components of the requested works, at a high level. When additional details are required (e.g. drawings, maps, technical specifications) should be referenced as annexes. | This information is used to describe the actual activities that would be performed by the Respondent. It does not include the act of responding to the RFx. |

The selected Respondent shall deliver the infrastructure for an end-to-end optical fiber connectivity solution. This solution includes all physical infrastructure, civil works, equipment, cabling, connectors, adaptors, telecommunication devices and the professional services required for the solution to become operational.

The works object of this RFx will be developed in the geographical area of <*Area*>, connecting the locations of <*Location list*> following the paths initially described in <*Maps*>.

The Respondent will evaluate feasibility of shared utilization of the infrastructures available from <*Utilities List*> through the negotiation of the corresponding Rights of Way (ROW). The NaaS Operator will assist the Proponent on the acquisition of such ROW according to the procedure described in <*ROW Acquisition Procedures*>.

The Respondent with deliver a Response with the technical characteristics of the Project Proposal as described in section 5.2.5.8, and the Commercial Conditions as described in section 5.2.5.9.

Any proposed solution shall accomplish the technical specifications set forth in section 5.2.5.6. should any deviation from these specifications be required or advised by the Proponent to improve the delivery of the RFx scope, a detailed justification shall be provided as part of the technical response.

The project execution timelines indicate commencement of works by <*start date*> and fully accepted completion before <*end date*>.

#### RFx Response Documents

| What | Why |
| --- | --- |
| A list containing all documents required from the respondent through the RFx process. | The responses must be aligned to a predefined format to facilitate evaluation. |

The response from the Proponents must submit, via email[[1]](#footnote-1) to the NaaS contact point for this RFx, a response package include the following list of documents:

* Presentation Letter: As described in 5.2.5.1
* Statement of Compliance: As described in 5.2.5.2
* Commercial Information: As described in 5.2.5.3
* Staff Qualification: As described in 5.2.5.4
* Technical Response: As described in 5.2.5.9
* Commercial Response: As described in 5.2.5.10

The proponent may include any additional documents, brochures, catalogs or references which are relevant to the scope of work of this RFx, the proponent experience on similar projects or alternative products or methodologies which could improve the resolution of this RFx.

#### Technical Requirements

| What | Why |
| --- | --- |
| A thorough description of the technical requirements and restrictions applicable to the scope of the RFP. | This information is used to frame the solutions that the proponent shall be submitting and ensure a minimum level of quality on the technical proposals. |

The response from the Proponents must be in accordance to the technical requirements and procedures set forth in 4.1. The Technical Responses shall include refences to the compliance of such specifications where applicable.

In the event of delivering a solution with and alternative implementation or specification to those referred in the technical requirements, a detailed description of the solution and the rationale supporting the decision shall be included on the response.

#### Respondent Queries

| What | Why |
| --- | --- |
| A template for the proponent to submit queries related to the RFx process. The responses shall be submitted to all proponents, so all of them have access to each other’s queries and receive the same information in response. | Formalizing a template facilitates preparing the responses to the proponents, since often times the queries repeat across proponents. |

The proponent may submit queries regarding any part of this RFx before the corresponding deadline establish in the RFx Schedule and Timelines in 5.2.3.

The queries shall be submitted in an Excel spreadsheet including the following columns, in the specified order:

* RFx Document
* RFx Section and Page
* Paragraph Number
* Question
* Current interpretation by proponent

#### Technical Proposal

| What | Why |
| --- | --- |
| A template or framework for the proponent to submit the technical details | Formalizing a template facilitates the evaluation of the proposals. It also facilitates the work of the Proponents and therefore reduce their response times. |

The Proponents will include a detailed description of the activities that would complete the scope of work set forth on this RFx.

In particular, the technical proposal must include[[2]](#footnote-2):

* **Construction Plan**: A description of the construction process, following the directions described in 4.1, for the applicable solutions.
* **Acceptance Plan**: A proposed mechanism for acceptance, following the directions described in 4.2.
* **Quality Assurance**: A quality assurance plan and mechanisms to be applied during the construction works, in accordance to the minimum requirements described in 4.3
* **Environmental Considerations**: A quality assurance plan and implementation mechanisms to be applied during the construction works, in accordance to the minimum requirements described in 4.4.
* **Health and Safety**: A Health and Safety plan and implementation mechanisms to be applied during the construction works, in accordance to the minimum requirements described in 4.5.

#### Commercial Proposal

| What | Why |
| --- | --- |
| A template or framework for the proponent to submit the commercial details | Formalizing a template facilitates the evaluation of the proposals. It also facilitates the work of the Proponents and therefore reduce their response times. |

The Proponents will include a detailed description of the commercial considerations associated to the technical resolution of the Scope of Work of this RFx.

In particular, the Commercial Proposal must include **unit prices** and **volume estimates** for fully installed and commissioned:

* Construction materials being part of the deliverable infrastructure
* Network components, such as cables

Please refer to the Bill of Quantities (BoQ) template[[3]](#footnote-3) provided as annex to this RFx.

#### Evaluation Process

| What | Why |
| --- | --- |
| A description of the selection and evaluation process. | Proponents are appreciative of the transparency of the process, which facilitates that realistic proposals are submitted |

The responses from the Proponents shall be evaluated according to the following process:

1. Confirmation on the reception of documentation within the process timelines.
2. Verification of compliance with all mandatory requirements
3. Validation of the technical proposal: compliance with requirements and project timelines.
4. Validation of the commercial proposal: fulfillment of all requested unit prices and coherence with the technical proposal
5. Validation of contract comments or amendments.

Proponents may be contacted for clarification on any of the submitted information at any time on the evaluation process.

#### RFx Terms & Conditions

| What | Why |
| --- | --- |
| A description of the terms and conditions applicable to the RFx process | The RFx process must be carried out according to limitations which ensure transparency, legal compliance and confidentiality. |

Without prejudice to any terms and conditions subsequently agreed between the NaaS Operator and the successful Respondent, the following general terms and conditions will govern the engagement with the Respondent:

* The official language of the project is English; thus, all final deliverables shall be submitted in English unless otherwise agreed in writing by the NaaS Operator.
* The Respondent commits to protect the confidentiality of information relating to the services provided, in accordance with the signed Non-Disclosure Agreement ("NDA") with the NaaS Operator.
* The Respondent shall not employ this document in any form or capacity that is damaging to the NaaS Operator.
* The NaaS Operator reserves the right to accept or reject any or all of the proposals, and to amend this RFP, request the re-submission of proposals, request clarifications from the Respondent(s), or withdraw this RFx in part or in whole without providing justification or notice.
* Any responses or comments received from the Respondent(s) after the submission of the RFP or the deadline of submission will not be considered, unless explicitly requested by the NaaS Operator.
* The Respondent shall disclose any conflicts of interest that exist or expected to arise during the course of the undertaken project(s), including conflicts related to the firm's leadership and team members.
* The NaaS Operator reserves the right to require the Respondent to replace a specific member of the project team due to lack of performance and/or requisite competency.
* The NaaS Operator reserves the right to request an interview with proposed team members prior to awarding the project to the Respondent(s).
* The NaaS Operator reserves the right to suspend and/or cancel the project if any unlawful practices or unethical activities carried out by the Respondent(s) were discovered, including (but not limited to) gifts, kick-backs, and commissions, that can impact the course of the bidding process/project.
* All the project deliverables and outcomes shall be submitted with an official form that is approved by both parties and signed by the authorized personnel.
* The NaaS Operator reserves the right to seek retribution in the event of non-compliance by the Respondent(s) with any of the general terms listed in this RFx or the signed Non-Disclosure agreement. Such retribution may include but is not limited to suspension of all works and services being rendered, as well as financial and/or legal compensation.
* The NaaS Operator reserves the right to invite Respondents to present their proposal at its headquarters without reimbursing any costs related to this exercise to the Respondents.
* Appended with this RFx, is a sample of the NaaS Operator Contractual Terms and Conditions, which will be used in contracting with the awarded Respondent. However, the award is dependent on accepting these Terms and Conditions without change by the selected Respondent.

#### Non-disclosure Agreement

| What | Why |
| --- | --- |
| A Non-Disclosure Agreement (NDA) tailored to the RFx process. The NaaS Operator may have their standard NDA template | The Proponents and the NaaS Operator will have access to information from each other which is not intended for public domain. This Agreement establishes limitations on communications referring the information exchanged during the RFx process. |

This **Nondisclosure Agreement (the “Agreement”)** is entered into by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with its principal offices at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (“Disclosing Party“) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Receiving Party“) for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information (“Confidential Information”).

**1.   Definition of Confidential Information.** For purposes of this Agreement, “Confidential Information” shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word “Confidential” or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indicating that such oral communication constituted Confidential Information.

**2.   Exclusions from Confidential Information**. Receiving Party’s obligations under this Agreement do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party’s representatives; or (d) is disclosed by Receiving Party with Disclosing Party’s prior written approval.

**3.   Obligations of Receiving Party.** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall carefully restrict access to Confidential Information to employees, contractors and third parties as is reasonably required and shall require those persons to sign nondisclosure restrictions at least as protective as those in this Agreement. Receiving Party shall not, without the prior written approval of Disclosing Party, use for Receiving Party’s own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if Disclosing Party requests it in writing.

**4.   Time Periods**. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party’s duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

**5.   Relationships**. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.

**6.  Severability**. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as to best to effect the intent of the parties.

**7.   Integration.** This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.

**8.   Waiver.** The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and each party’s obligations shall be binding on the representatives, assigns and successors of such party. Each party has signed this Agreement through its authorized representative.

**DISCLOSING PARTY**

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Typed or Printed Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RECEIVING PARTY**

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Typed or Printed Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

#### Contract

| What | Why |
| --- | --- |
| A contract template to be signed with the awarded Respondent. Should be constructed in such a way that it might require only minor amendments | The Proponents must be aware of the contract limitations and applicable compensation, payment conditions, penalties, etc. to properly assess risks and therefore provide the most realistic response. |

The successful Proponent will be engaged by the NaaS Operator through its “Services Agreement” to carry out the Scope of Services as per this RFx, according to a finalized version of the Draft Contract included as annex to this RFx.

## RFx Evaluation Process

| What | Why |
| --- | --- |
| A procedure to evaluate the Proponent responses | Setting a clear and transparent process facilitates assessment and direct comparison between Proponents. |

Once responses to the RFx process have been received and validated, the process for Proposals Evaluation commences. Both the technical and commercial responses require evaluation; however, note that the commercial evaluation is not necessary if the technical response does not align with the scope of work in the RFx.

A screenshot of a cell phone

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Figure 16. RFx Evaluation Process

The NaaS Operator will define the organization and guidelines that will be followed for Evaluation of Proposals obtained from RFx process.

The following paragraphs are aimed to support NaaS Operator with setup of such Organization and guidelines:

* Proposal Evaluation Committee

Bid proposals may be evaluated by an Evaluation Committee composed of members of affected Departments. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant in an advisory role.

* Oral Presentations and/or Clarification of Bid Proposals

After reviewing bid proposals, the Buyer or the Evaluation Committee (generically, the “evaluation committee”) may ask one, some or all of the Respondents to clarify certain aspects of their proposals. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or errors.

Clarifications cannot correct any deficiencies or material omissions or revise or modify a proposal, except to the extent that correction of apparent mistakes results in a modification.

The Respondent may be required to give an oral presentation to the NaaS Operator concerning its bid proposal. Respondents may not attend the oral presentations of their competitors.

It is within the NaaS Operator’s discretion whether to require the Respondent to give an oral presentation or require the Respondent to submit written responses to questions regarding its bid proposal. Action by

the NaaS Operator in this regard should not be construed to imply acceptance or rejection of a bid

proposal. The Purchasing Group in NaaS Operator buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

### Evaluation Criteria

Proposals will be evaluated both considering the Technical aspects as well as proposed Price Models.

#### RFx Response

Complete? Thorough? Understood?

The process to review, analyze and evaluate a written proposal is an important and time-consuming task. The RFP itself should have a clearly defined section that outlines what the agency wants the vendors to provide in their proposals and be specific on the order in which their responses should be structured. This orderly and controlled structure will aid the evaluation team as it reviews the materials from each proposal. An evaluator’s guide should be developed to mirror the structure of what is being asked for in the written proposals and include guiding questions. Each major section can be organized into smaller components and weighted as desired. It is not required that all members of the evaluation team read every section of the proposal. For example, if there are members of the core evaluation team who are not comfortable with the technical aspects of the RFP, they can skip the technical sections and allow those more qualified to evaluate those sections. Table 5 gives a sample of part of a guide that shows a section with questions that match what is asked in the RFP.

Reviewers might also want to include notes for each section to help them justify the score they give for the section. Some procurement policies require all evaluation tools and templates, including notes, be publicly documented and available for review following the vendor selection. Reviewers should use care in any remarks collected on this evaluation form.

A screenshot of a social media post

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#### Technical Evaluation

The second component of the first phase of evaluation is the vendor’s responses to the functional requirements of the RFP. Normally, there are hundreds of these requirements subdivided into the major areas that the proposed solution is to address. Because there are too many of these discrete requirements to evaluate individually, this portion of the proposal becomes more of a self-reporting evaluation by the vendor of their products’ ability to meet each requirement. To foster accurate reporting by the vendors, two things should be made clear: each requirement response will become part of the contract of the successful vendor and the vendor must stipulate the extent to which it meets the requirement. The “extent” responses should be clearly identified in the RFP documents as to what responses are valid. For example, a set of valid responses to each functional requirement might be as shown in Table 7.

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Each Bid proposal will receive a Technical Evaluation Score which will be the average of the scores of the Evaluation Committee members.

The Technical Evaluation will score the different categories:

* Respondent´s technical response to the RFI/RFP Scope of Work
* Vendor pre-qualification, which will consider Vendor experience in projects of similar size and scope.

The Technical Evaluation Score used will be the average of the combined Technical Evaluation Score (sum of each voting member technical evaluation score divided by the number of voting members).

#### Commercial Evaluation

One of the hardest areas to structure in order to compare “apples to apples” is the cost section. Each vendor may have a different approach, pricing scheme or volume discount incentives. Models for solutions deployment continue to evolve to include hosted solutions and software-as-a-service beyond the traditional, agency-hosted solutions. The cost forms must clearly identify any one-time license fees or ongoing maintenance costs. If possible, the forms should be designed in a modular fashion by asking the vendor to provide discrete pricing for each module of the proposal. This will allow unbundling of the proposed solution if it is in the best interest of the State education agency (SEA) or local education agency (LEA). Set up, implementation, training, support/maintenance and upgrades should all be components of the cost proposal. A single calculated cost for each vendor will be required to compare that vendor to the others. It is suggested that the agency compare 5- or 10-year cost of ownership for this purpose. Once that cost is determined for each vendor, the same algorithm that is used to give prorated cost points should be followed and the figures entered into the appropriate column on the RFP evaluation scoring spreadsheet, as shown previously in Table 2.

For evaluation purposes, Respondents will be ranked according to the total bid price located on the Price Sheet accompanying this RFP.

For evaluation purposes, Respondents will be ranked according to the formula:

Commercial Proposal Score = predetermined points x (lowest cost proposal/evaluating cost proposal)

#### Reference & Experience

Reference, experience, innovative solutions

The second component of Phase 2 of the evaluation is reference checking. Typically, vendors are asked in the RFP to provide a list of 3–5 references of size, complexity, and purpose similar to those of the requesting SEA or LEA. One strategy for reference checks is to send a short questionnaire to be completed by the contact person at each reference site. That person would answer the questions and email them back to the team at the agency, who would then schedule a follow-up teleconference. For the questionnaire, two or three questions should be developed for a number of implementation areas. 9 These areas could include: • Background (scope of work, modules purchased, length of use) • Quality of Planning (agency and vendor planning process) • Stakeholder Communications (process, vendor participation, effectiveness) • Execution of Overall Plan (vendor execution, issue resolution, agency advice) • Training Plan (type of training, extent of training, agency recommendations) • Project Benchmarks and Timeline (adherence, lessons learned) • Adherence to Budget (any cost overruns, required agency personnel, total cost of ownership) • Customer Support (vendor responsiveness, type of support, hours of operation) • System Performance (performance issues, software deficiencies, concerns) • Overall Satisfaction (agency level, school level, individual level) To provide both quantitative and qualitative data from the reference checks, each of the implementation areas could be given a score. One suggested rubric would be: 5 – Excellent 4 – Very Good 3 – Average 2 – Fair 1 – Poor The quantitative data can then be entered into a spreadsheet and the results displayed in multiple formats. Two formats are shown in Table 11 and Figure 1.

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### Evaluation of Bid Proposals

Each evaluated proposal will receive a Total Proposal Score based on the following formula:

Technical Evaluation Score + Commercial Proposal Score = Total Proposal Score.

The Respondent receiving the highest Total Proposal Score will be recommended for contract award.

In the event of a tie, the proposal with the highest technical score amongst the tied proposals will

be recommended for contract award.

#### Scoring Matrix

Tbd

#### Abnormally Low Tenders

With two Respondents, one with 25% less cost than average.

With three Respondents, exclude from average calculation if anyone is 10% above mean value. Then consider too low if below 25% of average

With four or more Respondents, exclude from calculation if 10% higher than average, then consider too low those below 10% of average.

If justified, can pass.

#### Short List Negotiation

Once the three components of Phase 1 have been evaluated, the numbers are entered into the summary spreadsheet and the top two or three vendors can be selected to move on to Phase 2. At this point, the summary sheet in Table 2 would appear as shown in Table 10.

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Negotiations will be conducted only in those circumstances where they are deemed by the NaaS Purchase Group or Director to be in the NaaS Operator’s best interests and to maximize the NaaS Operator’s ability to get the best value. Therefore, the Respondent is advised to submit its best technical and price proposal in response to the RFP since the NaaS Operator may, after evaluation, make a contract award based on the content of the initial submission, without further negotiation and/or BAFO with any Respondent.

All contacts, records of initial evaluations, any correspondence with Respondents related to any request for clarification, negotiation or BAFO, any revised technical and/or price proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until a Notice of Intent to Award a contract is issued.

#### Best and Final Offer (BAFO)

After evaluating bid proposals, NaaS Purchase Group may enter into negotiations with one Respondent or multiple Respondents. The primary purpose of negotiations is to maximize NaaS Operator’s ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost.

Multiple rounds of negotiations may be conducted with one Respondent or multiple Respondents. Negotiations will be structured by the NaaS Purchase Group to safeguard information and ensure that all Respondents are treated fairly.

Similarly, the NaaS Purchase Group may invite one Respondent or multiple Respondents to submit a best and final offer (BAFO). Said invitation will establish the time and place for submission of the BAFO.

Any BAFO that is not equal to or lower in price than the pricing offered in the Respondent’s original proposal will be rejected as non-responsive and the NaaS Operator will revert to consideration and

evaluation of the Respondent's original pricing.

If required, after review of the BAFO(s), clarification may be sought from the Respondent(s). The NaaS Purchase Group may conduct more than one round of negotiation and/or BAFO in order to attain best value for the NaaS Operator.

After evaluation of bid proposals and as applicable, negotiation(s) and/or BAFO(s), the NaaS Purchase Group will recommend, to the Director or responsible of the process, the Respondent(s) whose bid proposal(s), conforming to the RFP, is/are most advantageous to the NaaS Operator, price and other factors considered.

1. If feasible, an alternative mechanism for electronic communications better than email is recommended (e.g. a shared folder accessible via pre-shared, Respondent specific password). [↑](#footnote-ref-1)
2. The referenced guidelines should be delivered as an annex to the RFx. [↑](#footnote-ref-2)
3. The BoQ template lists the expected pricing items. Must enable direct comparison between Respondents. [↑](#footnote-ref-3)