

Invitation to Tender – Barcode System

MSA Kart Club Barcode System



The Motor Sports Association ('MSA') is the governing body of motor sport in the United Kingdom. The MSA invites Suppliers to submit Tenders (the "Tenderer") for the right to be the supplier of an MSA Kart Club Barcode System with effect from 01 January 2017 up to and including 31 December 2019, which may be extended by a further two year period.

This document sets out the procedure in relation to this Invitation to Tender ("ITT"). By submitting a tender the Tenderer accepts and agrees to be bound by each and every provision of this ITT.

If the Tenderer has any enquiries in relation to this ITT they should:-

- be sent to the MSA for the attention of the Kart Club Barcode System contact person, namely Joe Hickerton (Technical Administrator).

1. Tenders must include:

- a. The Tenderer's name and address including any Registered Office address and any Company registration number
- b. A contact name for a responsible person in respect of the Tender (including email address and telephone number)
- c. The proposed price of the system to MSA clubs. The price must be given, as below;
 - i. Price for use of the database, 1 x laptop software, 1 x PDA (barcoding device) software.
 - ii. Price for any additional PDA (barcoding device) software.
 - iii. Price for PDA (barcoding device) hardware.
- d. The company name and Service Level Agreement (SLA) of the hosting company

2. System Requirements:

- a. Must be designed and implemented for non-IT familiar individuals, the solution must be user friendly requiring minimum time and training for implementation.

2.1. Database must:

- a. Be held in the Cloud, accessible by approved club personnel only and password protected.
- b. Be hosted in an environment that can demonstrate having a strong backed up environment with an uptime availability of at least 99.95%.
- c. Be capable of downloading to the Club's computer/laptop just prior to a meeting in case of poor or no Internet connection at the circuit. Then subsequent to the meeting an upload can be made to update and synchronise with the Cloud database when connection is available.
- d. Be fully independent to the software (user interface).
- e. As a minimum, use the country code and competition licence number as the unique identifier for the competitor. The country code should default to GB. The licence number for other counties may include letters as well as numbers.
- f. Be capable of recognising at least 9 characters. Tyres supplied to the UK may have up to 9 digit barcodes, which may include letters as well as numbers. The first digit may be reserved for a manufacture identifier or for a type (e.g. chassis, engine, tyre etc.). Details of any barcoding standard / manufacturer identifier will be issued separately to any interested parties.
- g. As a minimum, track the number of instances the tyres have been logged for use, and when the competitor has been given permission to use new tyres.
- h. Cater for tyres being reused by a different competitor, e.g. to cater for the sale of used tyres or for a team which hires out karts to different drivers. The database must flag up the original user / history of all users using such a tyre.
- i. Allow for the input of meeting details, to allow competitors tyres to be assigned to individual events / championships which they are competing in. The database must allow for software to create multiple tyre regulations, which may differ between events and/or championships. e.g. one championship may allow for 1 set on slick tyre per event, whereas another may restrict the use of tyres to 1 set per every 3 events.
- j. Be searchable by;
 - i. Competitor licence number and name, to show currently allocated tyres and all old tyres allocated to the competitor, including a list of events attended.

- ii. Barcode, for instance for a tyre that has been incorrectly discarded and should display the details of the last recorded user, including details of all previous users.

2.2. Software (user interface) must:

- a. Be compatible with the database and all functionality stated in section 2.1 of this ITT.
- b. Be able to take an input from the Club's timing system and/or online entering system to import competitors entered into an event. This should be by common interchange protocol, e.g. CSV file or Excel.
- c. Allow for all data other than tyre information to have the ability to be saved locally, e.g. chassis and engine barcodes, possibly just locally. The system would score highly if it can interoperate with any club barcoded offering, for instance club membership cards that are barcoded to match against.
- d. Flag instantly and quickly those drivers entered who have not been checked through scrutineering and/or been allocated all tyres etc. It also has to be possible to update e.g. add or delete drivers for last minute changes quickly and simply.
- e. Be configurable in each Class to cater for Club regulations and throw up exceptions e.g. if a club says only three sets of tyres for a season in several classes and maybe only one set of tyres in another Class.

2.3. PDA Hardware must:

- a. Be portable and robust with wireless synchronisation to the Club-controlled computer/laptop. Preferably the device should store the barcodes locally, until in range of the computer/laptop for synchronisation. The device software should have easy input of dry fronts, rears, wet fronts, rears, chassis x 2, engine x 2, and other spare fields used for personnel. Manual entry of a barcode number must also be possible in case of an unreadable barcode.
- b. In accordance with point (a), a single hardware durable barcode scanning device should be detailed in the Tender submission. An additional ability to use on smartphones and other devices capable of scanning barcodes would be seen as a distinct advantage. e.g. for less critical tasks such as scanning personnel access.

- c. Must not be a condition of any tender that purchase of hardware is compulsory. Hardware specification must be provided if any club wishes to use its own hardware.

3. Tenderers must:

- a. Ensure that the cost to each club should be low, both for hardware and software. Any monthly fee for clubs should be kept low, if possible subsidised by the initial one off cost.
- b. Be available for beta testing from 01 October 2016.
- c. Be capable of rolling out to all clubs that wish to purchase the system by 01 January 2017.

4. Tender procedure:

- a. Tenders must be received as an original duly signed and dated (including name and title in block capital letters) by an authorised signatory of the Tenderer and with three copies in a closed and sealed envelope/package addressed to **Joe Hickerton, Motor Sports House, Riverside Park, Colnbrook, SL3 0HG** no later than 12 noon on Friday 29 July 2016 (“the Closing Date”)
- b. Tenders must be clearly marked on the outside of the sealed envelope/package with the name and address of the Tenderer and should also state clearly “Do not open – Sealed Tender Application in respect of MSA Kart Club Barcode System.”
- c. A receipt will be issued to the Tenderer at its request and shall serve as an acknowledgement of receipt of the Tender
- d. Tenders received after 12 noon on the Closing Date will not be considered for selection

5. Selection:

- a. MSA will appoint a Selection Panel comprising the General Secretary, other senior MSA executives and any other person whom the General Secretary considers will be beneficial to the process, and the Selection Panel will have responsibility for the tender process on behalf of the MSA.
- b. The Selection Panel may ask any Tenderer to make a presentation of its proposal, or any element thereof, to the Selection Panel and also to answer questions

concerning the proposal and presentation.

- c. In the event the MSA decides in its sole discretion that any tender submitted does not satisfy the requirements of this ITT it may reject that tender without consideration of its merits.
- d. The MSA has no obligation to accept any tender, nor enter into any agreement with anyone who submits a tender. Further, the MSA is neither obliged to give reasons nor to enter into any discussions regarding the acceptance, refusal or rejection of any particular tender.
- e. It is the responsibility of each Tenderer to submit a tender that is sufficiently detailed and clear to allow a decision to be taken. Any failure to do so may count against a Tenderer in the selection process. However, without being under any obligation to do so, the MSA may decide to seek any clarification of any tender submitted and may take any clarifications received into account in making any decision.
- f. Subject to the above, the MSA shall select the tender which, in the MSA's sole opinion, best serves the interests of the kart clubs and the interests of motor sport in general.
- g. The selected Tenderer shall be informed of his selection as soon as possible, and invited to execute an Agreement ("Agreement").
- h. Unless otherwise agreed with the MSA, on no account shall the selected Tenderer make any public, press or any other announcement or communicate to any third party in any way that it has been selected. Any breach of this provision will result in the tender concerned being rejected from the tender process. The selected Tenderer shall keep all discussions, negotiations and any other communication with the MSA relating directly or indirectly to this ITT strictly confidential and shall enter a Confidentiality Agreement with MSA if so required.

6. Post-Selection Procedure:

- a. Prior to the execution of a Kart Club Barcode System Agreement, the selected Tenderer shall be bound to the terms of the tender it submits, which tender shall, for the purposes of this ITT, incorporate any representations made by the Tenderer to the MSA in whatever form prior to the date on which the MSA makes its decision as to selection. In the event of any material deviation by the selected Tenderer from the terms of its tender, the MSA shall have the right, at its sole discretion, to take

any one or more steps set out below in paragraph 8(c).

- b. The selection by the MSA of a tender shall initiate a period of exclusive negotiation between the MSA and that Tenderer with a view to the conclusion of a Kart Club Barcode System Agreement. For the avoidance of doubt, however, the selection by the MSA of any tender does not impose any obligation on the MSA, save the obligation to initiate a period of exclusive negotiation with that Tenderer for such period as the MSA in its sole discretion considers reasonable. Selection does not oblige the MSA to enter into a Kart Club Barcode System Agreement or any agreement whatsoever with the selected Tenderer.
- c. On the occurrence of any of the events set out above, the MSA shall have the right, at its sole discretion to take any one or more of the following steps:-
 - i. terminate the period of negotiation exclusivity granted to the successful Tenderer;
 - ii. alter its decision as to the selection of the successful Tenderer;
 - iii. issue a determination that no Tenderer will be selected for the Kart Club Barcode System;
 - iv. hold a new tendering procedure;
 - v. conduct a negotiation of the draft Kart Club Barcode System Agreement with a Tenderer other than the successful Tenderer with a view to concluding with such other Tenderer a contract for the Kart Club Barcode System.

7. Miscellaneous

- a. Regardless of whether a Tenderer ultimately executes a contract, each Tenderer is responsible for all its costs, expenses and liabilities incurred, in:-
 - i. the preparation of its tender;
 - ii. the preparation of any responses to requests for further information issued by the MSA;
 - iii. relation to negotiations with the MSA;
- b. The MSA has taken steps to ensure that this ITT is accurate in all material respects. However, neither the MSA, nor any of its representatives or employees, make any representation or warranty, or accept any responsibility or liability for the accuracy or completeness of any of the information contained in

this ITT. Furthermore, the MSA shall not be liable for any loss or damage suffered by any Tenderer in reliance on this ITT, or any subsequent communication in relation thereto.

- c. The MSA reserves the right to change any aspect of this ITT at any time, to issue an amended ITT or to provide the Tenderer with clarification in relation to the ITT. Any such change, amendment or clarification may be issued by the MSA in such form as the MSA in its sole discretion considers appropriate.
- d. Nothing in this ITT or any communication made by the MSA or its representative or employees shall constitute a contract between the MSA and any Tenderer.

8. Collusion and Inducements:

- a. Any collusion with any other potential Tenderer will invalidate your tender. By submitting a tender you declare that it is a bona fide tender, intended to be competitive and that you have not fixed or adjusted the amount of the tender by or in accordance with any agreement or arrangement with any other person.
- b. Offering an inducement of any kind in relation to obtaining this or any other contract with MSA will disqualify your tender from being considered and may constitute a criminal offence.

9. Governing Law:

- a. The governing law applicable to this ITT and any tender received in relation thereto shall be English Law.
- b. MSA and the Tenderer irrevocably agree to submit to the exclusive jurisdiction of the Courts of England and Wales regarding any claim or dispute arising under or in connection with this ITT, any response or any bid received in relation thereto.