**SURFACE TRANSPORT**

**INVITATION TO TENDER**

**FOR**

**Micromobility Management System Pilot**

**VOLUME 0 INSTRUCTIONS TO TENDERERS**

**Project Reference Number: tfl\_scp\_002004**

Transport for London Palestra House

197 Blackfriars Road London SE1 8NJ

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# THE PROPOSED CONTRACT

**TENDERS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS. TENDERS NOT COMPLYING WITH THESE INSTRUCTIONS MAY BE REJECTED BY *THE* *AUTHORITY*, WHOSE DECISION IN THE MATTER SHALL BE FINAL.**

* 1. **INTRODUCTION**

These Instructions to Tenderers relate to a contract for Micromobility Management System Pilot. *“the Authority”);* is Transport for London (hereinafter referred to as ‘*The Authority’* or (‘*the Authority*), 14 Pier Walk, London SE10 0ES.

This ITT forms part of a competitive procurement for the award of a Contract for Services for the Provision of the Micromobility Management System Pilot and is to be conducted under the Directive 2014/24/EU (public) in accordance with the “Light Touch Regime” set out in the Regulations 74 to 77 of the Public Contracts Regulations 2015 (PCR 2015).

This procurement is being conducted in accordance with Transport for London’s drive to deliver best value whilst meeting its own requirements. At the end of this procurement process, Transport for London may choose to award a Contract. Any contract, which Transport for London awards, will be to the tenderer, who submitted the most economically advantageous tender (MEAT).

The contract will be contracted under the TfL Contract for Services amended with inclusion of the extra clauses for the Data Protection/Privacy Clauses A1 & A2 and the by the Cyber Security Clauses.

* 1. **FURTHER INFORMATION**

Further information on TfL can be found on the following website, and TfL expects that you will review the publicly available material relating to various aspects of this procurement.

<https://tfl.gov.uk/corporate/about-tfl/>

* 1. **BACKGROUND INFORMATION**

TfL and London boroughs have limited information on trips made by dockless cycles, and limited influence on dockless rental companies despite operators being reliant on public infrastructure. TfL and boroughs need a dynamic view of how new modes of transport such as dockless rental bikes and e-bikes could help to effectively deliver the Mayor’s Transport Strategy goals and avoid the potential dis-benefits of thousands of mobile assets moving around London and causing obstructions in the public realm.

Understanding the impact that dockless cycles have on journeys (whether they are replacing car journeys, complementing public transport journeys or impacting active travel) is necessary to influence investment and policy decisions and promote safety. Data on dockless cycles (such as origin and destination data and routes taken) could influence decisions in areas like expanding cycle routes/infrastructure, investments in junction safety and influencing operators to expand into areas in need of better active transport options.

Given the number of providers working with other cities across the world to ingest data from micro mobility operators, we now want to engage a Provider to develop and deliver a pilot system for London, before considering a longer-term solution.

* 1. **PROJECT OBJECTIVES**

TfL is seeking to deliver proof of concept for a micromobility management system for a number of reasons:

***To enable Network Performance Managers to prioritise and smooth traffic flows in line with the Mayor’s Transport Strategy***

Providing the Network Management Control Centre with a real-time view of where all dockless hire vehicles are in London will vastly increase the amount of information they have about how these vehicles are used in the city, This will inform decision-making to the benefits of cyclists, pedestrians and other road users in real-time.

***To complement existing data sets that TfL and boroughs use to inform long-term planning, policy and investment decisions***

TfL doesn’t have much information about how people use rental bicycles in London. Data on how people use dockless hire bikes would allow TfL to analyse route choices, popular locations for hiring and ending hires, etc. and use this data to inform future policy decisions in relation to cycling, and planning and investment on cycling infrastructure, junction safety etc.

***To allow TfL and London boroughs to ensure compliance with the Greater London Dockless Vehicle Byelaws, and therefore ensure responsible parking of dockless vehicles***

Access to real-time data from micromobility operators will allow TfL and boroughs to see the locations of dockless vehicles all over London and validate compliance with the parking requirements in the Byelaws. The Byelaws are due to come into force mid-2020. This data will facilitate informed discussions with operators. Ultimately, being better informed about where these vehicles are parked is essential for TfL and boroughs being able to ensure responsible parking and keeping streets clear and safe for all users.

***To support enforcement teams and relieve the burden of new vehicles on enforcement officers***

Real-time data and the ability to see where dockless vehicles are on a map of London will allow for a more targeted approach to enforcement. This will help reduce the impact for enforcement teams of an unlimited number of dockless bikes and the potential legalisation of e-scooters, which would likely see a large increase in the number of dockless vehicles on London’s streets.

Detailed information about this procurement can be found in ITT Volume 2 –Specification.

# CONTRACT FEATURES

This section highlights some of the key features of this tender but does not represent an exhaustive list of all aspects.

# CONFLICT OF INTEREST

*The Authority* actively seeks to avoid conflicts of interest and reserves the right to deem Tenderers as non-compliant where *the Authority* perceives an actual or potential conflict of interest. Tenderers must advise and discuss all potential conflicts of interest with *the Authority’s* contact named in paragraph 3.2 prior to submission of their tenders. Tenderers are reminded that it is their responsibility to ensure that any person or company engaged directly or indirectly in connection with the preparation of their tender does not have, and could not reasonably be seen to have, any conflict of interest in connection with *the Authority*. Steps should be taken by Tenderers to identify all such persons or companies who have knowledge of *the Authority* acquired through previous or concurrent roles and checks should then be made to ascertain whether any such persons possess confidential information relevant to this tender submission. Tenderers are urged to notify *the Authority* of all such cases, stating the measures taken to ensure that no unfair advantage will arise. Failure to meet this obligation may result in the relevant tender being non-compliant.

# TERMS AND CONDITIONS

# The contractual terms and conditions (Volume 1) are attached to the tender.

# OVERVIEW OF THE TENDER PROCESS

# PUBLICATION OF THE ITT

This ITT is published through *the Authority’*s e-tendering portal, <https://procontract.due-north.com/Login> all communications and information under this procurement shall be performed through this portal.

# TENDER ADMINISTRATOR

All tender queries should be submitted through the e-tendering portal at <https://procontract.due-north.com/Login>

In the event that there is a problem with the e-tendering portal, *the Authority*’s point of contact for Tender administration, to which all queries shall be sent, is as follows:

Name: Irene Kasanga

Email: [irenekasanga@tfl.gov.uk](file:///C:\Users\irenekasanga\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\59QUG0WX\irenekasanga@tfl.gov.uk) Telephone: 020 3054 1745

# TENDER PROCESS TIMINGS

The key dates for the procurement process are stated in Table 1 (Indicative Tender Process Timings) below. These dates are provided for Tenderers’ **guidance only** and are **subject to change**.

**Table 1 – Indicative Tender Process Timings**

|  |  |
| --- | --- |
| **Event** | **Date** |
| Issue of Invitation to Tender with OJEU Notice | Monday 3 February 2020 |
| Last date for clarification questions | 21 February 2020 |
| Return of Tender | 12.00 (noon) Monday 09 March 2020 |
| Issue debrief letters | Friday 17 April 2020 |
| 10-day standstill period | Thursday 18 April to Friday 27 April  2020 |
| Contract award | Monday 4 May 2020 |

# LIST OF DOCUMENTS FORMING THIS ITT

The volumes forming this Invitation to Tender are outlined below:

**Volume 0: Instructions to Tenderers** - provides full instructions on how the Tender Process shall be organised, how and when Tenderers should submit their responses to the questions contained within and the award criteria;

* **Appendix 1 – Form of Tender –** To be completed and submitted as part of Quality Submission B (extracted separately as Word document for ease of completion).
* **Appendix 2 - Freedom of Information Act –** Reserved information to be completed and returned as part of Quality Submission B (extracted separately as a Word document for ease of completion).
* **Appendix 3 – Cyber Security –** Evaluation criteria relating to cyber security. To be completed and submitted as part of Quality Submission B
* **Appendix 4 – Privacy and Data Protection -** Evaluation criteria relating to privacy and data protection. To be completed and submitted as part of Quality Submission B.

**Volume 1: Contract Documentation** – Attached as Volume 1

**Volume 2: Specification** – This volume describes the services, outlining *the Authority*’s requirements.

# TENDER DOCUMENTS

Tender documents will be provided electronically via *the Authority*’s e-portal, <https://procontract.due-north.com/Login>

Although all efforts have been made to ensure that all electronic files are virus free, it shall be the Tenderer’s responsibility to protect its own IT systems from any infection of the electronic files.

Except for the input of rates and other requested information, the electronic information shall not be amended or tampered with in any way. Tenderers shall not introduce additional items or fields to the electronic files.

# ACKNOWLEDGEMENT OF RECEIPT OF ITT

On receipt of the Tender Invitation attachments via *the Authority’s* e-portal, <https://procontract.due-north.com/Login>, Tenderers shall check the attachments received against the list included at Section 4.3 of this Volume. If the attachments received are incomplete, Tenderers shall contact the Tender Administrator immediately.

# TENDERER’S RESPONSIBILITY

Tenderers must ensure that they provide all the responses requested including, but not limited to, plans, answers to questions, policies and attachments and that everything is correctly named and referenced so that all supporting information and evidence is clearly identifiable.

# COMPLETENESS OF INFORMATION

Tenderers should note when preparing their response that *the Authority* will only evaluate the Tender Submissions using the information supplied by the Tenderer within this Tender Process. *The Authority* will not take into consideration any views, opinions, data or other information that may already be in the possession of *the Authority* or in the public domain that is not incorporated in the Tenderer’s Submission documents. However, *the Authority* reserves the right to take account of any information subsequently clarified by *the Authority* and verified by the Tenderer to decide whether the tender should be disqualified.

# REQUESTS FOR EXTENSIONS

Any requests for an extension to the tender period must be received by the clarification deadline date identified in Table 1, but no undertaking can be given that any extension will be granted. Should any extension be granted, it will be granted to all tenderers.

# CLARIFICATIONS

It is important that the Tenderer fully understands the ITT and clarification will be provided where required. The objective is to provide clarification to both *the Authority*’s requirements and rules to be applied to the operation of the Contract as well as the Tenderer’s submissions.

In the event that the Tenderer identifies documentation, information or data that is not available within the ITT or requires clarification, the Tenderer may request such documentation, information, data, or clarification by using the online messaging service available on the *Authority’s* e-portal, available at <https://procontract.due-north.com/Login>

No formal or informal queries shall be answered verbally by *the Authority*. All responses to Tender queries will be transmitted electronically to all Tenderers to ensure a fair and transparent procurement process. The Tenderer should only accept and act upon responses to queries issued by the Tender Administrator. Queries must be received by the last date for submission of clarifications shown in Table 1. No guarantee can be given that any queries received after this date will be answered.

Tenderers should note that:

* + - if, in *the Authority’s* view, questions are of a general nature, *the Authority* will provide copies of questions in anonymity, together with answers, to all Tenderers;
    - if, in *the Authority’s* view, questions are of a specific nature and marked as confidential by the Tenderer, *the* Authority will provide copies of questions, together with answers, only to the Tenderer seeking clarification; and
    - the clarification process will be conducted on the basis of the equal, transparent and non-discriminatory treatment of Tenderers.

# TENDER SUBMISSION REQUIREMENTS

# INTRODUCTION

The purpose of this section is to provide instructions on how to structure and present the tender in a way that enables *the Authority* to carry out its evaluation of the tender. This paragraph also describes submission arrangements for Tenderers’ tenders.

You must upload your tender to the online e-Tendering portal at <https://procontract.due-north.com>

With help on uploading your tender, please refer to the video tutorials, FAQ’s and help pages found in the Help Centre ‘Responding to Tenders’ section of the e-tendering website <https://supplierhelp.due-north.com/>.

If you encounter any problems please, first refer to the above referenced FAQ’s and video tutorials. If the problem persists, please contact ‘log a ticket’ on the supplier support portal (http://www.proactis.com/Support) in good time and inform the relevant tender co-ordinator of your issue. You are strongly recommended not to leave uploading of all data to the last day. Neither TfL nor its e-procurement system provider will be responsible for any failure to upload data due to insufficient time being allowed by Tenderers. If you encounter a problem with using the e-procurement system website that will prevent you from completing the ITT before the closing date and time you must:

Log the problem with the e-procurement website helpdesk taking note of the time and contact details at the helpdesk and contact the named point of contact in Section 3.2.

Tenderers must not go over the maximum page limits specified for each question and are encouraged, where possible to ensure that their tenders are concise, contain only relevant information and are structured as requested in this ITT. Please note that:

* + - All documents and materials which comprise the response shall be written in English except that, where original documents (such as evidence of incorporation or accounts) are not in English, certified translations will be accepted;
    - The tender shall contain a table of contents, which includes all appendices that form each part of the tender;
    - All documents shall be provided in PDF format (unless stated otherwise);
    - All text shall be in Arial Standard (e.g. Not Arial Black or Arial Narrow) font size 12 and shall be fully legible if printed in black and white; The font size may be smaller in diagrams and tables if required.
    - All Submission documentation as a minimum must have the document identifier (example: title block, document label).
    - the Quality Submission (Submission B) shall address the quality questions set out in Section 4.12 of this volume;
    - The page limits stated in Section 4.12 of this volume shall be adhered to. These page limits are exclusive of any pictures or diagrams which shall be included in an appendix to the response so *the Authority* is able to verify that page limits have not been exceeded. Reference to additional text, pictures or diagrams that fall outside of the page limit shall be clearly stated in the response and labelled correctly so that evaluators are able to easily recognise what section of the quality criteria the additional text, pictures or diagrams relate to. *The Authority* will not consider information contained in pages that exceed the stated page limits;
    - The response to each question is a complete response, repeating information where necessary, as *the Authority* will not be considering information contained in responses to other questions;
    - The Financial Submission (Submission C) shall be completed using the templates provided in Volume 0 Annex 1 Pricing Schedule, and as per the instructions detailed in Section 4.13 of this volume 0.
    - All tenders become the property of *the Authority* upon submission and will be subject to the Freedom of Information Act 2000.

**PLEASE NOTE**: No information in this document is, or should be relied upon as, an undertaking or representation as to *the Authority’s* ultimate decision in relation to the Micromobility Management System Pilot contract.

*The Authority* reserves the right without notice to change the procurement process detailed in this ITT or to amend the information provided, including, but not limited to, changing the timetable, the scope and nature of the procurement and the procurement process. This will be subject to the normal rules of public law, EU principles and procurement rules.

*The Authority* also reserves the right, at any point and without notice, to discontinue the procurement process without awarding a contract, whether such discontinuance is related to the content of tenders or otherwise. In such circumstances, *the Authority* will not reimburse any expenses incurred by any person in the consideration of and / or response to this document. Tenderers produce all tenders, proposals and submissions relating to this ITT entirely at their own risk.

No variant bids will be accepted.

# TENDERERS’ COSTS

Tenderers are solely responsible for any costs they may incur as a result of their participation in this procurement process.

# LIST OF DOCUMENTS TO BE RETURNED WITH THE TENDER

The Tenderer’s response shall be submitted in two separate parts via the e- portal. The following is a summary of information required to be submitted with the tender:

**SUBMISSION A – CAPABILITY ASSESSMENT**

The Tenderer’s response to the Questions posed in Table 3 of this Volume 0.

**SUBMISSION B – QUALITY**

The Tenderer’s response to the Quality Questions posed in Table 4 of this Volume 0

**SUBMISSION C – FINANCIAL**

Completed Pricing Template (Annex 1)

# PARALLEL OPENING

Submissions A, B and C will be opened in parallel. Separate evaluation panels will score Submissions A, B and C. Members of the quality evaluation panel will not have access to the financial aspects of tenders, and vice versa.

# TENDER COMPLIANCE

Tender Submissions will be checked initially for compliance with these Instructions to Tenderers and for completeness. Clarification may be sought from Tenderers in order to determine if the Tender Submissions are complete and compliant, but *the Authority* reserves the right to reject any Tenders that are not, upon receipt, compliant with, and in the format specified in this ITT. It is recommended that the Tenderer undertakes their own check for content and compliance and makes available resources to respond to queries from *the Authority.*

Each response will be submitted electronically via *the Authority’s* e-portal, <https://procontract.due-north.com/Login> Each Submission document should be clearly labelled and we recommend that the following filename format is used:

**“the tfl\_scp\_002004\_ [Company Name]\_[Submission]\_[Description]”**

Each Submission shall be uploaded to the portal as one single zipped file containing all the Submission documents (i.e. one for Capability Assessment, one for Quality and one for Financial). *The Authority* reserves the right to reproduce copies of any Tenders for the purposes of Tender evaluation.

For ease of recognition, the Tender documentation submitted by the Tenderer shall contain footers sequentially numbered, titled and cross-referenced whenever appropriate.

# REJECTION OF TENDERS

Tenders may be rejected if:

* + - They are not submitted by the submission date and time;
    - The information required is not complete at the time of responding;
    - The information required is not in the format indicated by *the Authority*;
    - The Tenderer does not pass the Capability Assessment; or
    - If they are in any other way deemed non-compliant by *the Authority*, (i.e. not compliant with any other instructions contained in this document).

# POST TENDER CLARIFICATIONS

*The Authority* reserves the right to conduct presentation / clarification meetings as part of the evaluation process. *The Authority* may clarify elements of submissions and reserves the right to:

* + - re-visit the evaluation scoring; and
    - ask further clarification questions.

Please see Section 5.3.3 for details of the post-tender presentation requirements.

Following the closing date for Tender Submissions, *the Authority* will carry out preliminary checks on all Tenders to ensure that there are no ambiguities. Individual Tenderers will be contacted via the e-portal if points of clarification are required.

Where elements of a tender are unclear to evaluators, *the Authority* may seek clarification from the Tenderer. A fair approach to this will be maintained with regard to all Tenderers, and no new information will be allowed in the clarification responses. Clarifications will be considered by panel members and scores adjusted if necessary.

Following clarification and independent evaluation, a consensus meeting will be held at which a consensus score for each quality submission will be agreed on the basis of discussions between evaluators on the characteristics of each bid. The consensus meeting and discussions will be chaired and facilitated by *the Authority’s* procurement team. The consensus scores will be recorded by the tender administrator as the final scores (once any final post-tender clarifications have been obtained).

All scores will be rounded to 2 decimal places and the final scores converted to percentages.

# TENDER VALIDITY PERIOD

Tenders shall remain open for acceptance by *the Authority* for a period of not less than six (6) months from the final submission return date.

# TENDER QUALITY AND TENDERING ISSUES

# *CORRUPT GIFTS AND PAYMENT OF COMMISSION*

Direct or indirect canvassing of the Mayor of London, any members of the Greater London Authority, any employees, directors, board members, agents or advisors of *the Authority* or any of its subsidiaries, by any Tenderer concerning this ITT, and any attempt to procure confidential information regarding the Tenders from any of the foregoing shall result in the disqualification of the Tenderer from the Tender Process.

# *PRICING ERRORS*

Mistakes in the Tender in extensions of the rates (for example in additions or multiplications carried forward), may be corrected by *the Authority* subject to written clarification with the Tenderer. Any mistakes noted in unit prices cannot however be amended.

# *PUBLICITY AND MARKETING*

Tenderers are not permitted to:

* + - Make any public statement or communicate in any form with the media in connection with this procurement process;
    - Use any trademarks, logos or any other Intellectual Property Rights associated with *the* Authority;
    - Represent that the Tenderer is directly or indirectly associated in any way with *the* Authority or the Micro Mobility Management Systems Pilot Procurement;
    - Engage in any form of marketing which creates, implies or refers to an association between the Tenderer and *the* Authority and/or the Micro

Mobility Management Systems Pilot Procurement;

* + - Do anything or refrain from doing anything which would have an adverse effect on *the* Authority; and

Tenderers must direct any queries from the media to *the Authority*’s Press Office on 0845 604 4141 or [pressoffice@TfL.gov.uk](mailto:pressoffice@TfL.gov.uk). If required, Tenderers must seek further guidance from the Tender Administrator.

# *UNREFERENCED SUPPORTING MATERIALS*

Relevant material which is not marked up with the question reference and is not described in the response summary might not be given full consideration by evaluators – to the detriment of the Tenderer’s submission.

If the Tenderer has a requirement to reference additional information, the Tenderer should clearly indicate that this information has no identifier and provide a description of the location of the information, so that it can be manually located.

# *PREFERRED FILE FORMATS*

The preferred file type is PDF format. PDF format is to be used by Tenderers because it provides full control of formatting and display and has the advantage of being ‘lockable’ to ensure that the Tender cannot be changed inadvertently once it has been delivered.

The Pricing Information is to be submitted in MS Excel and PDF format to allow

the Authority to undertake the necessary calculations for the financial evaluation.

# TENDER RETURNS

Deadlines are as stated in the timetable below. This timetable may be subject to change and, in the event of such change, all Tenderers will be informed. *The Authority* reserves the right not to consider any Tenders received after this time or which are in any way incomplete. If and when *the Authority* accepts a Tender, a notification shall be sent to each of the Tenderers via the e-portal, [https://procontract.due-north.com/Login](https://procontract.due-north.com/LoginT). Tenderers are further reminded that any qualifications outside of those permitted made by them to the terms forming part of this ITT may lead to their Tender being rejected.

Tenders shall be submitted in three separate attachments, clearly marked ‘Capability Assessment’, ‘Quality Submission’ or ‘Financial Submission’ as listed in Section 4.3: ‘List of Documents to be Returned with Tender’ of this Volume. Tenderers should submit these attachments via the e-portal, <https://procontract.due-north.com/Login>, no later than the submission deadline stated in Table 2.

It is suggested that Tenderers make arrangements for tenders to be uploaded at least three hours prior to the deadline.

**Table 2 Tender Returns and Methods**

|  |  |  |
| --- | --- | --- |
| **Submission** | **Method of Submission** | **Deadline** |
| Capability Assessment | Attached zipped file containing all Capability Assessment documents. | 12.00pm (midday) Monday 9 March 2020 |
| Quality Submission | Attached zipped file containing all Quality Submission documents. | 12.00pm (midday) Monday 9 March 2020 |
| Financial Submission | Attached zipped file containing all Financial Submission documents. | 12.00pm (midday) Monday 9 March 2020 |

# 

# CAPABILITY ASSESSMENT

Given that the Open Procedure is being used, *the Authority* has incorporated an initial Capability Assessment phase. **Tenderers who fail the Capability Assessment will be excluded from further consideration and eliminated from the procurement process**. Questions will be evaluated on a Pass/Fail basis using the criteria stated in Table 3.

*The Authority* reserves the right to ask Tenderers at any time to confirm that there has not been a material change to the matters addressed in the Capability Assessment which may change the responses given.

Under no circumstances shall *the Authority* incur any liability, financial or otherwise, in respect of the Capability Assessment.

Failure to disclose all material information (facts that *the Authority* regards as likely to affect our decisions), or disclosure of false information may result in failure for a Tenderer. You must provide all information requested and not assume that *the Authority* will have prior knowledge of any of your information.

**Table 3 – Capability Assessment**

|  |  |  |  |
| --- | --- | --- | --- |
| **No.** | **Question** | **Response** | **Pass/Fail Evaluation Criteria** |
| **1 TENDERER INFORMATION** | | | |
| 1.1 | Name of Company | Text | For information only |
| 1.2 | Registered Company Address | Text | For information only |
| 1.3 | Name of immediate parent or  ultimate company (if applicable) | Text | For information only |
| **2 BIDDING INFORMATION** | | | |
| 2.1 | Are you bidding as a Prime Consultant and will use third parties to deliver some of the services? If “Yes”, please provide details of the third parties. | Yes/No | For information only |
| **3 FINANCIAL INFORMATION** | | | |
| 3.2 | Please provide your turnover for each of the past 3 years | Annual statements | **Pass:** The Tenderer’s turnover is greater than or equal to £500k per annum for the two previous financial years; or the Tenderer’s turnover is less than £500k per annum for any of the two previous financial years (or the Tenderer is not incorporated or has not been trading for the required length of time) but the Tenderer has demonstrated that it can adequately manage the delivery of a contract of this nature and scale (for example by provision of sufficient credit support arrangements) and relevant examples have been provided as to how a contract of this nature and scale has been managed by the Tenderer in the past.  **Fail:** the Tenderer's turnover is less than £500k per annum for any of the two previous financial years (or the Tenderer is not yet incorporated or has not been trading for the required length of time) and the Tenderer has not demonstrated that it can adequately manage the delivery of a contract of this nature and scale (for example by provision of sufficient credit support arrangements) and/or relevant examples have not been provided as to how a contract of this nature and scale has been managed by the Tenderer in the past. |
| 3.3 | Is your company’s credit rating score at least 51-70, “Low Risk” in the latest available report from Credit Safe UK Ltd? | Tenderer to provide current rating | **Pass:** the Tenderer's credit rating score is at least 51-70, “Low Risk” in the latest available report from Credit Safe UK Ltd (or the Tenderer is not incorporated or has not been trading for the required length of time) but the Tenderer has demonstrated (including in relation to any credit support arrangements) that liabilities can be serviced as they fall due, that there are mitigating circumstances, that the risk of failure of the Tenderer will not affect the Tenderer's ability to undertake a contract of this nature and scale and that the risk of failure has not and is not expected to have a significant effect on the financial or trading position of the Tenderer.  **Fail:** the Tenderer's credit rating score is not at least 51-70, “Low Risk” in the latest available report from Credit Safe UK Ltd (or the Tenderer is not yet incorporated or has not been trading for the required length of time) and the Tenderer has not demonstrated (including in relation to any credit support arrangements) that liabilities can be serviced as they fall due and/or that there are any mitigating circumstances and /or that the risk of failure of the Tenderer will not affect the Tenderer's ability to undertake a contract of this nature and scale and/or that the risk of failure has not and is not expected to have a significant effect on the financial or trading position of the Tenderer. |
| **4 INSURANCE** | | | |
| Confirm that the levels of insurance cover you hold match or exceed the following or, if not, that you have the ability to obtain such levels if required by us to do so.  Please provide details and copies of certificates of your current insurance cover. | | | |
| 4.1 | Employer’s Liability in the sum of not less than £5M per incident (as more fully described in Item 8, Contract Data 1, Volume 1). | Insurance certificate | For information only |
| 4.2 | a. Public Liability in the sum of not less than £5M per incident (as more fully described in Item 8, Contract Data 1, Volume 1). | Insurance certificate | For information only |
| b. If you do not have this level of cover, would you be prepared to buy it if you were awarded the contract? | Yes/No | **Pass:** Meets required levels or prepared to buy cover to meet the minimum requirements.  **Fail:** Does not meet required levels  or not prepared to buy cover to meet the minimum requirements. |
| 4.3 | a. Professional Indemnity in the sum of not less than £2m for any one claim for the duration of the Contract and for a period of 6 years after the end of the Contract (as more fully described in Item 8, Contract Data 1, Volume 1). | Insurance certificate | For information only |
| b. If you do not have this cover, would you be prepared to buy if you were awarded the contract | Yes/No | **Pass:** Meets required levels or prepared to buy cover to meet the minimum requirements.  **Fail:** Does not meet required levels or not prepared to buy cover to meet the minimum requirements. |
| **5 RELEVANT EXPERIENCE** | | | |
| 5.1 | Has your organisation developed a micro mobility management platform for at least one city, which ingests Mobility Data Specification (MDS) or the General Bike-share Feed Specification (GBFS) data and which the city/cities has/have used for their city planning or operational purpose? | Yes/ No | **Pass:** Tenderer answers "Yes" or, Tenderer answers "No", but provides an explanation which is acceptable to TfL.  **Fail:** No response provided, or Tenderer answered "No" without providing an explanation which is acceptable to TfL. |
| 5.2 | Please provide details of up to three contract/s delivered within the last 5 years, in any combination from either the public or private sector; that demonstrate your technical and professional ability and experience to deliver TfL's requirement set out in ITT Volume 2, Specification.  The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.  For each contract, please provide the following details:  (i) Name of city (If a city please tell us the population of that city)  (ii) Were there local authorities or other public authorities involved? How many?  (iii) Name of the customer organisation  (vi) Key point of contact in customer organisation, including title and email address  (v) Description of contract including a detailed scope description  (vi) Contract start date  (vii) Contract completion date  (viii) Estimated contract value  **Please upload attachment with MAX 5 A4 pages with Arial size 12 (the same examples may be used in response to multiple questions).** | Text | **Pass:** The response includes sufficient information to demonstrate that the Tenderer has relevant experience which will enable it to successfully deliver the requirements set out in Volume 2 – Specification  .  **Fail:** The response DOES NOT include sufficient informationto demonstrate that the Tenderer has relevant experience which will enable it to successfully deliver the requirements set out in Volume 2 – Specification.  . |
| 5.3 | Describe how you have delivered a micro mobility management platform in a city similar to London and relevant to TfL's requirements.  Responses should include and not be limited to:  - how you delivered the platform - how you managed risk and overcame any challenges identified; and  - the results you achieved delivering and the outputs of the platform.  **Please upload attachment with MAX 5 A4 pages with Arial size 12** | Text | **Pass:** The response includes sufficient information to demonstrate that the Tenderer has relevant experience which will enable it to successfully deliver the requirements set out in Volume 2 – Specification  .  **Fail:** The response DOES NOT include sufficient informationto demonstrate that the Tenderer has relevant experience which will enable it to successfully deliver the requirements set out in Volume 2 – Specification. |

# QUALITY TENDER SUBMISSION

# *WEIGHTING*

This shall account for **70%** of the marks awarded to each Tender.

# *CONTENT*

Responses are required to the questions found in Table 4. The Quality Submission (B) is the Tenderer’s opportunity to demonstrate its understanding of the technical requirements and the scope of the Contract and to present its proposals for meeting or exceeding levels of service, quality and efficiency and providing innovation.

Details of *the Authority’s* requirements can be found in Volume 2 - Specification. Tenderers will need to describe their understanding, approach and resourcing proposals for this commission.

The list of questions requiring specific responses is included in Table 4 below. Tenderers should answer the questions posed directly incorporating all of the material they consider relevant and important to the response.

The Tenderer’s Submission will be incorporated into the Contract and will therefore become a contractual commitment.

The Quality Submission must not contain any financial information.

**Table 4 – Quality Criteria and Weightings**

|  |  |  |
| --- | --- | --- |
| **Main Criteria** | **Sub-criteria** | **Evaluation Weighting (%)** |
| **1. Methodology and Approach** | Describe your approach and methodology to delivering the Specification. How will your previous experience of working in other cities benefit the successful delivery of the platform, and how will you look at evolving user needs within TfL/boroughs to enhance the system? What are the benefits of your solution? What value will it add? Please address the following in your response:  a) how you will work with different TfL departments, local authorities and other stakeholders to develop a collaborative approach in designing, maintaining, updating and scaling a micro mobility management system for London?  b) how you will help to shape and sustain an operating model for the micro mobility management system from ingesting the data to enabling the right TfL/local authority stakeholder to act (either operationally or strategically)  c) how you will develop new features in response to user needs. This response should demonstrate the creativity and scalability of your solution.  d) evidence of how your system have added value on previous commissions and changed the ways that cities operate, conduct city planning activities, make policy/investment decisions, and how this experience will benefit this contract  e) other than data-sharing with the existing micromobility operators, please outline other possible applications of your solution and the associated operational/policy/planning benefits for London. This response should demonstrate the creativity and scalability of your solution.  f) the capability and relevant experience of the key personnel who will be responsible for the successful delivery of the requirements.  ***Please upload attachment with MAX 5 A4 pages with Arial size 12*** | **30** |
|
| **2.**  **Mobilisation** | Provide details of your mobilisation plan upon contract award, including:  a) an overview of your work programme, including what you will have delivered by the following milestones post Contract Date: 2 weeks, 3 months, 6 months, 12 months and by the end of the pilot?  b) Identify the top 3 key risks which may be encountered during mobilisation  c) Describe the mitigation plan for the key risks identified above  d) What would you need from TfL to support the mobilisation?  ***Please provide a max of 2 A3 page programme in Excel or Project, and a max of 2 A4 pages Arial 12 for risks and mitigations*** | **10** |
| **3. Systems and Processes** | Demonstrate your approach to systems integration and how your previous experience in systems integration will contribute to the successful delivery of this contract. Provide the following in your response:  a) demonstrate how you will work with legacy systems and to integrate data  b) demonstrate how you will comply with regulations and best practice  c) demonstrate use of different data formats  d) demonstrate different data analytics activity  e) demonstrate use of an agile process so the system is deployed at speed  ***Please upload attachment with MAX 5 A4 pages with Arial size 12*** | **5** |
| **4. Operator**  **Engagement** | TfL intends to negotiate data sharing agreements with operators before the pilot begins. Please tell us about how you will support TfL and boroughs to obtain the data that they need from micro mobility operators over the course of the pilot. Please address the following in your response:  a) your approach to working with operators  b) demonstration of your engagement model with the operators, including previous challenges you have faced, how you have overcome these challenges, and how this experience will benefit the delivery of this contract  c) demonstration of your approach to bi/tri-party agreements between cities and operators, an explanation of your role and how you would apply this to this contract  ***Please upload attachment with MAX 5 A4 pages with Arial size 12*** | **5** |
| **5.**  **Demonstration** | **Provide screenshots or other appropriate evidence of your solution that demonstrate the following**:  a) That your solution provides a good user experience for TfL and borough users, who will need to be able to access, understand and use information quickly and easily  b) That your solution meets the data requirements set out in the specification  c) That multiple users from different organisations can access the platform simultaneously  d) That you will be able to create new customised features if required. This should demonstrate your creativity and the value that your specific solution can add for TfL and boroughs, from an operational or strategic perspective.  e) The scalability of your solution. Other than data-sharing with London's current micro mobility providers, how could your solution be used?  **For questions 5(a) - (e) please upload attachment with MAX 20 A4 pages with Arial size 12, covering your answers to all of these questions.** | **4**  **4**  **4**  **4**  **4** |
| **6. Cyber Security** | Outline security management plan submitted in accordance with Appendix 3. | **Pass/ fail** |
| **7. Privacy and Data Protection** | Outline Privacy and Data Protection plan submitted in accordance with Appendix 4. | **Pass/ fail** |

# FINANCIAL TENDER SUBMISSION

# *WEIGHTING*

This shall account for **30%** of the marks awarded to a particular Tender.

# *CONTENT*

Submission C defines the financial aspect of the tender and is the Tenderer’s opportunity to submit its prices and present its proposals for best value. Submission C must not contain any of the Quality aspects of the Tenderer’s Submission.

The Tenderer will use Volume 0 – Annex 1 to submit their rates and prices in a clearly defined pricing schedule, which will need to be printed, signed and re-scanned as PDF and also submitted in MS Excel format. This will form the basis of the Financial Submission and the final contract.

# EVALUATION

# INTRODUCTION

Tenderers who pass the initial Capability Assessment will have their Quality and Financial Submissions. The objective of this evaluation process is to select the “Most Economically Advantageous Tender (MEAT)”. The “MEAT” is determined as the highest evaluated score in a 70:30 combination of Quality and Price scores respectively.

The Capability Assessment (A) will be evaluated first. Upon conclusion, Tenders who pass this stage of the evaluation will have their Quality Submission (B) and Financial Submission (C) evaluated. Evaluation of Quality and Financial; Submissions will be completed in parallel by separate evaluation teams.

The completed Most Economically Advantageous Tender combination and the next highest scoring tenders shall be reviewed by a Final Assessment Panel where the overall result will be assessed to check for omissions and to highlight any additional measures which may need to be applied to the Contract to mitigate any residual risks.

# CAPABILITY ASSESSMENT EVALUATION

# Capability Assessment (a) Submissions shall be evaluated by the Authority’s Commercial staff, who will be supported by relevant experts where necessary.

Following submission, the Tender Administrator will initially check for compliance with these instructions. The evaluation panel will then be given access to tender submissions in a secure manner.

Evaluators will review the Tenderer’s responses to the questions and evaluated against the pass/fail criteria shown in Table 3.

# *CONSENSUS MEETING*

Following independent evaluation, a consensus meeting will be held at which a consensus score (either pass or fail) for each Capability Assessment Submission will be agreed on the basis of discussions between evaluators on the characteristics and evidence in each bid. Consensus scores will also include any amendments to scores following post-tender clarification meetings. Tenderers who achieve a pass score will then progress to Quality and Financial evaluation.

# QUALITY EVALUATION

A quality evaluation panel has been identified, consisting of representation from key parts of *the Authority*. Panel members have been chosen based on suitable knowledge and understanding of the subject matter of the criteria they have been asked to score.

Evaluators will review the Tenderer’s response(s) to the questions and evaluate against each criterion. Marking is based on geared scoring scale depending on the quality of the response provided and supporting evidence as requested. Each main criterion has a weighting as shown in Table 4. No past experience, assumptions or prior knowledge of the company, its personnel or information will be taken into account for any aspect of the evaluation. The evaluation will solely be based on the evidence provided within the Tender Submission.

**Table 5 - Basis for Quality Scoring (Questions 1-5)**

|  |  |  |
| --- | --- | --- |
| **Descriptor**  **Title** | **Descriptor** | **Score** |
| **Outstanding** | Exceptional demonstration by the tenderer of the relevant ability, understanding, experience\*, skills, and resource & quality measures required to provide the services / works. Response identifies factors that will offer potential added value and continuous improvement, with evidence to support the response. | 25 |
| **Good** | Above average demonstration by the tenderer of the relevant ability, understanding, experience\*, skills, resource & quality measures required to provide the services/works. Response identifies factors that will offer potential added value, with evidence to support  the response. | 16 |
| **Meets the Requirements** | Demonstration, with some minor reservations, by the tenderer of the relevant ability understanding, experience\*, skills, resource & quality measures required to provide the services / works, with evidence  to support the response. | 9 |
| **Poor** | Reservations of the tenderer’s relevant ability, understanding, experience\*, skills, resource & quality measures required to provide the services/works, with  little or no evidence to support the response. | 4 |
| **Unacceptable** | The response does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the tenderer has the ability, understanding, experience\*, skills, resource & quality measures required to provide the services/works, with  little or no evidence to support the response. | 0 |

*\*Here experience refers to depth of knowledge in the subject matter which will be used to deliver the requirement.*

**Table 6 - Basis for Quality Scoring (Questions 6-7)**

| **Score** | **Evaluation Guidance** |
| --- | --- |
| **Pass** | The submission includes sufficient detail to satisfy the requirements set out in the Specification or any revisions required are considered minor in nature or effect such that there are not considered to impact on meeting the requirements of the Specification and can be dealt with during the mobilisation period. |
| **Fail** | Insufficient or no information provided and/or major concerns over the approach to satisfy the requirements set out in the Specification. |

# *CONSENSUS MEETING*

Following independent evaluation, a consensus meeting will be held at which a consensus score for each Quality Submission will be agreed on the basis of discussions between evaluators on the characteristics and evidence in each bid. The consensus score agreed by all evaluators will be taken as the final score for each criterion. Consensus scores will also include any amendments to scores following post-tender clarification meetings. Candidates will be ranked according to the scores achieved in evaluation of the written Submission.

# *QUALITY THRESHOLDS AND WEIGHTINGS*

For each item, the weighted score taken forwards in the evaluation is calculated by multiplying the score by the weighting factor. Tenderers need to **achieve a score of ‘pass’ or 9 (meets requirements) for all Quality Criteria** – *The Authority* reserves the right not to give further consideration to any tender that fails to meet this threshold and will not consider the Submission C – Financial.

# FINANCIAL EVALUATION

# *CONTRACT COST MODEL (CCM)*

Evaluation of the Tenderer’s Financial Submission will involve checking:

1. that every price required has been entered by the Tenderer;
2. that there are no obvious anomalies;

*The Authority* will seek to clarify and understand any anomalies it finds. The overall tender price will be given a score using the method as follows:

The CCM takes account of the Tenderer’s submitted day rates in Volume 0, Annex 1, Pricing Schedule which shall be used as the basis for the financial evaluation and is multiplied by *the Authority’s* anticipated effort for the duration of the contract.

Tenderers must note that the financial evaluation will be based on the “inverse proportion” calculation whereby the lowest priced bid will score the maximum (30%) marks available whilst higher bids will score lower proportionally.

For clarity, the inverse proportion rule is {{[your bid]/ lowest priced bid]} x 100} x 30.

This methodology ensures TfL have a clear differentiation between bid prices.

Each Tenderer’s price proposal will be reviewed to consider if it appears to be abnormally low. An initial assessment will be undertaken using a comparative analysis of the price proposal received from all Tenderers, with reference to the methods proposed by each of the Tenderers.

If the assessment shows that a tender may be abnormally low, then *the Authority* will request from that Tenderer a written explanation of their tender, or of those parts of their tender, which *the Authority* considers contribute to the tender being abnormally low.

On receipt of a Tenderer’s written explanation, *the Authority* will verify with the Tenderer the tender or parts of the tender.

If *the Authority* is still of the opinion that a Tenderer has submitted an abnormally low offer, *the Authority* will confirm this to that Tenderer and will advise either:

* That the tender has been rejected; or
* That, for tender evaluation purposes, *the Authority* will make an adjustment to the price proposal to take account of any consequences of accepting an abnormally low tender.

# *FINANCIAL EVALUATION PANEL*

A financial evaluation representative has been identified from *the Authority’s* commercial community. The representative will be different to those in the quality evaluation panel to ensure no visibility of the financial information takes place during the quality evaluation.

The financial evaluator reserves the right to test the credibility of the combined Quality and Financial Submission, in particular where a Financial Submission appears abnormally low in light of the Quality Submission or vice versa and reserves the right to request the Tenderer to justify its Submission in these circumstances. In the event that the Tenderer is unable to justify the Submission, *the Authority* reserves the right to exclude the tender submission from further consideration.

# SUMMATION OF SCORES

Provided a pass score is achieved for the Capability Assessment (A) and Quality Submission (B), the marks for Quality (Submission B) and Financial (Submission

C) will be weighted in the ratio **70:30** respectively and summed to provide the overall Tender score.

Tender combinations are then ranked in order of highest scores, representing the best value solution.

# 

# *POST TENDER CLARIFICATION PRESENTATION*

Following completion of evaluation, *the Authority* reserves the right to invite the five highest scoring Tenderers to deliver a demonstration. The purpose of this is to facilitate the exchange of information between *the Authority* and the Tenderer in order that *the Authority* may better understand the Tenderer’s approach to delivering the requirements set out in Volume 2 - Specification. The demonstration shall be up to 45 minutes long, shall consist of a live demonstration of the Tenderer’s system and/or other suitable materials/aids, demonstrating their understanding on all aspects of the project and approach (this can include aspects of responses to evaluation criteria). Tenderers are to base their demonstration only on the information submitted as part of their quality submission and no new information will be permitted to be presented.

Details on location, timings etc. shall be sent to Tenderers one week in advance.

The demonstration will be used as a method of tender clarification to validate evaluation scoring. The demonstration will not be scored, however *the Authority* reserves the right to adjust the Quality Submission score down should they deem the Tenderer has demonstrated insufficient understanding of the project or an approach that is unsatisfactory. Scores can only be reduced as a result of the demonstration, and not increased.

# FINAL ASSESSMENT PANEL

This panel will consider the findings of the evaluations and will use these to confirm the Most Economically Advantageous Tender (MEAT) solution to be adopted.

The panel will be made up of a mixture of evaluators with support from *the Authority’s* Commercial Directorate in a balanced combination.

The panel reserves the right to test the credibility of the combined Quality and Financial Submission, in particular where a Financial Submission appears abnormally low in light of the Quality Submission or vice versa and reserves the right to request the Tenderer to justify its Submission in these circumstances. In the event that the Tenderer is unable to justify the Submission, *the Authority* reserves the right to adjust the score achieved by such a Tenderer.

# CONTRACT AWARD

# Once *the Authority* has approved a Contract award decision, notification of its intention to award a Contract will be sent to all Tenderers, with the contract documents for execution. The start dates will be confirmed with the successful Tenderer at this stage. *The Authority* will execute all copies and return one copy to the successful Tenderer, retaining the remaining two copies for contract administration and procurement records respectively.

# PUBLIC NOTIFICATION OF AWARD

The UK government is committed to greater transparency in the public sector. Accordingly, *the Authority* reserves the right to publish tender documents, contracts, and data from invoices.

*The Authority* may at its absolute discretion redact all or part of the contract and/or the information extracted from invoices prior to publication and may take account of exemptions that would be available under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004.

*The Authority* may at its absolute discretion consult with the service provider regarding any such redactions. However, *The Authority* will make the final decision regarding publication and/or redaction.

**APPENDIX 1 – FORM OF TENDER**

I confirm and accept that:

1. The information provided in the Invitation to Tender (ITT) document for the Micro Mobility management System Pilot was prepared by Transport for London (“*The* Authority”) in good faith. It does not purport to be comprehensive or to have been independently verified. Neither *the Authority* nor any member of the TfL Group has any liability or responsibility for the adequacy, accuracy, or completeness of, and makes no representation or warranty, express or implied, with respect to the information contained in the ITT or on which such documents are based, or with respect to any written or oral information made or to be made available to any interested Supplier or its professional advisers, and any liability therefore is excluded.
2. The tender requirements of Volume 0 of the ITT have been complied with.
3. Nothing in the ITT document or provided subsequently has been relied on as a promise or representation as to the future. *The Authority* has the right, without prior notice, to change the procedure for the competition or to terminate discussions and the delivery of information at any time before the signing of any agreement.
4. *The Authority* reserves the right (on behalf of itself and its group companies) to award the contract for which tenders are being invited in whole, in part or not at all.
5. This tender shall remain open for acceptance by *the Authority* and will not be withdrawn by us for a period of 6 months from the date fixed for return.
6. The information provided by us is true and accurate.
7. I will notify *the Authority* of any actual or potential conflicts of interest in the circumstances detailed in Section 2.1 of Volume 0 of the ITT.

Having made due allowances for the full requirement in the ITT documents we hereby offer to provide the Services to *the Authority* (or any member of the TfL group) in accordance with the terms and conditions stated therein in the *Authority’s* Contract.

|  |  |  |  |
| --- | --- | --- | --- |
| **I agree to accept the Conditions of Contract attached to this ITT.** | | | |
| Name | | | Date |
| Signed | | |  |
| Position: | | For and on behalf of (company name): | |
| Telephone: | Facsimile: | | Email: |
| *The Authority’s* Reference No: **tfl\_scp\_002004**  Surface Transport: Micro Mobility Management Systems Pilot | | | |

# APPENDIX 2 - FREEDOM OF INFORMATION ACT

# GUIDANCE TO TENDERERS AND CONTRACTORS ON THE AUTHORITY’S POLICY FOR ACCESS TO INFORMATION

**BACKGROUND**

The Freedom of Information Act 2000 (FOIA) gives the public a legal right of access to information held by public authorities. The public now has a right to know about our work and it is our duty to operate with openness and transparency.

A person making a FOIA request is entitled to two things, unless an exemption applies. These are:

1. To be informed whether we hold information of the description requested; and
2. If so, to have that information communicated to him or her.

**HOW DOES THIS AFFECT YOU?**

All information held by

*The Authority* is caught by the FOIA. The rules about disclosure apply regardless of where the information originated. This means that all the following types of information may be subject to disclosure:

* Information in any tender submitted to us;
* Information in any contract to which we are a party (including information generated under a contract or in the course of its performance);
* Information about costs, including invoices submitted to us;
* Correspondence and other papers generated in any dealing with the private sector whether before or after contract award; and
* This means *the Authority* will be obliged by law to disclose such information unless an exemption applies.

The legal obligation to respond to requests from the public under the FOIA rests with the Authority. *The Authority* must therefore respond to requests as we see fit in our sole discretion. This guidance explains our policy on the disclosure to the public of information about our private sector suppliers.

**GENERAL RULES ON DISCLOSURE**

In the absence of special circumstances:

1. All Invitations to Tender published by *the Authority* will be available to the public on request;
2. Responses to tenders will be held in confidence until award;
3. Information about the total value of bids will be made available to the public on request, but only in response to requests made after contract award.

Any person tendering for or contracting with *the Authority* must notify *the Authority* during the tendering or negotiating process of information that they consider being eligible for exemption from disclosure under the FOIA. Such notification must be made in the form of the appendix to this guidance note. Such information must be referred to as reserved information.

Information not identified as reserved information in the way described above will be made available by *the Authority* on request.

**RESERVED INFORMATION**

Information which you wish to put forward as reserved information must clearly describe, with supporting detail:

1. The information itself, or the class(es) of information; and
2. Why, in your opinion, that information is exempt from disclosure. Grounds for exemption may be one or more of the following:

* The information is a trade secret;
* The disclosure of the information would prejudice the commercial interests of any person or organisation;
* The information will be disclosed by you to *the Authority*, and the nature of the information, or the circumstances of its disclosure, or other circumstances, justify the acceptance by *the Authority* of an obligation of confidence in relation to that information;
* The information is personal data or otherwise relates to the private life of an individual and is therefore appropriate for protection; or
* Any other specific exemption under the FOIA.

All decisions about disclosure of information will be made at the sole discretion of *the Authority*. The exemption that applies to trade secrets and to information that would prejudice commercial interests if disclosed is a ‘qualified’ exemption under the FOIA. This means that *the Authority* is required to consider whether, in all the circumstances prevailing at the time a request is received, the public interest in disclosure outweighs the public interest in upholding the exemption.

Information that is agreed by *the Authority* to be reserved information will be listed in a document that will also:

1. Specify which exemption(s) may apply to each piece or class of information; and
2. Indicate when it is likely information can be made available, or (if this is the case) that it is unlikely ever to be made available.

*The Authority* may disclose your justification for classifying information as reserved information.

Information that is exempt under the rules governing commercial matters will not normally be withheld for more than seven years after completion of the contract supply.

Information relating to the overall value, performance or completion of a contract will not be accepted as reserved information, although *the Authority* may choose to withhold such information in appropriate cases, at its sole discretion.

You may designate unit prices or more detailed pricing information as reserved information.

**OTHER GUIDANCE**

Although *the Authority* is not under any obligation to consult you in relation to requests for information made under the FOIA, we will endeavour to inform you of requests wherever it is reasonably practicable to do so.

Contracts with *the Authority* may require you to supply information to us, or provide other assistance, pursuant to any FOIA request received by *the Authority*.

You should be aware that *the Authority’s* decision on applying an exemption and, therefore, refusing a request for information by a member of the public may be challenged by way of appeal to the information commissioner. The information commissioner has the statutory power to direct that the information be disclosed.

**FREEDOM OF INFORMATION APPENDIX – RESERVED INFORMATION**

Contract/Tender/Document Reference Number: tfl\_scp\_002004

Information Grounds for Exemption Date can be

Class/Type made available

# APPENDIX 3 – CYBER SECURITY

* 1. Tenderers shall submit an outline security management plan as their response to quality criterion 6. Where a Tenderer does not currently have a particular policy, process or procedure in place, the response shall describe the policy, process or procedure that would be created, including an estimated time frame for implementation. The outline security management plan as a minimum will:
     1. set out the security measures to be implemented and maintained by the Tenderer in relation to all aspects of the Services and all processes associated with the delivery of the Services;
     2. explain how the Tenderer shall specify and ensure compliance at all times with security measures and procedures which are sufficient to ensure the Services comply with Volume 2 – Specification;
     3. reference and explain what the Tenderer will do to ensure compliance with the security requirements set out in Volume 2 – Specification prior to commencement of the Services;
     4. state any other cyber security industry standards over and above those set out in in Volume 2 – Specification which the Tenderer will ensure are implemented and maintained in the delivery of these Services; and
     5. state all applicable law which relates to the security of the Services.
  2. In addition to the requirements included in section 1.1 above, Tenderers shall also refer to the guidance included in Table 1 on the following page.
  3. Only Tenderers providing a cloud based solution shall consider items reference 1 to 21 in Table 1 (below) as part of their response. Tenderers who are not providing a cloud based solution shall consider items reference 12 to 21 in Table 1 (below) only.

Table 1 – Cyber Security Guidelines

|  |  |  |
| --- | --- | --- |
| **Cyber Security: Cloud Platform** | | |
| **Ref** | **Item** | **Guidance for Completion** |
| 1 | Cloud Service | Details of the Tenderer’s proposed cloud service and provider to be used for this contract: name of the proposed provider; and length of contract with the cloud provider. |
| 2 | Cloud Provider Service | Details of the Tenderer’s service with the proposed cloud provider; and details of whether a SaaS, IaaS or PaaS service will be used. |
| 3 | Cloud Provider Audit | Details on the frequency of audits on the proposed cloud provider (e.g. annually, six monthly); details of the organisation(s) appointed by the Tenderer to conduct audits, including the rationale for selecting such organisations; details of the Tenderer’s audit processes on the proposed cloud provider; and details of how audit findings will be reported. |
| 4 | Data Centres | Details of the Tenderer's data centres for the contract including their location. |
| 5 | Penetration ("pen") Test | Details of who will conduct the pen tests; how often the pen tests will be conducted on the proposed cloud service (note: A CREST/TIGER approved provider must be used); and as applicable, details of the following activities: cyber security factory acceptance testing; cyber security site acceptance testing; cyber security functional testing; pen testing; vulnerability scanning and code reviews; and cyber security verification and validation activities. |
| 6 | Administrative Controls | Details of the Tenderer’s administrative controls for the proposed cloud service, including: timeout systems; break glass protocol (i.e. processes implemented to provide a quick means for an individual to access privileged information); and administrative control processes for new joiners and leavers. |
| 7 | Subcontractor Access | Details of the service the Tenderer’s Subcontractor will be providing; details of the Tenderer’s Subcontractor’s access to their proposed cloud and potential impacts to TfL data and systems for the proposed contract; details of what control measures the Tenderer will implement on their Subcontractors and them accessing TfL’s data; and details about whether the Subcontractors are part of the Tenderer’s proposed solution. |
| 8 | Service Changes & Compromised Data | Details of the Tenderer’s change controls and processes in providing the service; details of how system changes will be detected and dealt with; and details of the Tenderer’s communication and reporting procedures when system changes are detected. |
| 9 | Encryption Level | Details of the Tenderer’s proposed encryption levels for data in transit and at rest; and encryption levels that will adhere to TfL’s Cyber Security policies. |
| 10 | Password Controls | Details of the Tenderer's proposed password controls and the rationale for these controls (e.g. how often do passwords need to be changed and how passwords are reset); details of any additional measures the Tenderer will implement to make access to its systems more secure; and how Tenderer's will ensure adherence to TfL’s Cyber Security policies. |
| 11 | MFA (Multi Factor Authentication) | Details of whether the Tenderer will enable MFA for the proposed contract, including: where MFA will be enabled; who will use MFA; and the MFA change policy. |
| **Cyber Security: On Premises** | | |
| **Ref** | **Item** | **Guidance** |
| 12 | Information Risk Management | Positive information risk management program attributes include: establishes a governance framework; determines the organisation’s risk appetite; maintains the board’s engagement with information risk; produces supporting policies; adopts a lifecycle approach to information risk management; applies recognised standards; makes use of endorsed assurance schemes; educates users and maintains their awareness; promotes a risk management culture; reference to the National Cyber Security Centre guidance; and provides copies of certificates (e.g. ISO, PCI DSS (Payment Card Industry Data Security Standards), cyber essentials, clearly stating dates, names and reference numbers). |
| 13 | Secure Configuration | Positive attributes include: uses vendor supported software; develops and implements policies to update and patch systems; creates and maintains hardware and software inventories; hardens systems and software; conducts regular vulnerability scans; establishes configuration control and management; disables unnecessary peripheral devices and removable media access; implements application whitelisting and execution control; limits user ability to change configuration; limits privileged user functionality; reference to the National Cyber Security Centre guidance; and provides copies of certificates (e.g. ISO, PCI DSS (Payment Card Industry Data Security Standards), cyber essentials, clearly stating dates, names and reference numbers). |
| 14 | Network Security | Positive attributes include: uses firewalls (including next-generation firewalls where appropriate); uses intrusion protection/detection tools; prevents malicious content both at the network perimeter and internally; implements network segregation; segregates production and management networks; manages the solution via jump servers; scures wireless devices; enables secure administration; configures exception handling processes; provides a network monitoring capability; conducts regular penetration tests; reference to the National Cyber Security Centre guidance; and provides copies of certificates (e.g. ISO, PCI DSS (Payment Card Industry Data Security Standards), cyber essentials, clearly stating dates, names and reference numbers). |
| 15 | Managing User Privaleges | Positive attributes include: establishes effective account management processes; establishes policy and standards for user identification and access control; limits user privileges; limits the number and use of privileged accounts; monitors user activity; limits access to the audit system and the system activity logs; educates users and maintain their awareness of acceptable account use; and reference to the National Cyber Security Centre guidance. |
| 16 | User Education and Awareness | Positive attributes include: produces a user security policy; establishes a staff induction process; maintains user awareness of the cyber risks faced by the organisation; supports the formal assessment of security skills; monitors the effectiveness of security training; promotes an incident reporting culture; establishes a formal disciplinary process for breaches of security; and reference to the National Cyber Security Centre guidance. |
| 17 | Security Incident Management | Positive attributes include: establishes an incident response capability; provides specialist training (i.e. where necessary to ensure that the incident response team have the specialist knowledge and expertise required); defines the required roles and responsibilities of those who will handle ICT incidents; establishes a data recovery capability; tests the incident management plan; decides what information will be shared and with whom; collects and analyses post-incident evidence; conducts a lessons learnt review; educates users and maintains their awareness (i.e. of their responsibilities in relation to reporting security weaknesses or incidents as soon as possible (without fear of recrimination)); reports criminal incidents to relevant organisations (e.g. law enforcement agencies); reference to the National Cyber Security Centre guidance; and provides copies of certificates (e.g. ISO, PCI DSS (Payment Card Industry Data Security Standards), cyber essentials, clearly stating dates, names and reference numbers). |
| 18 | Malware Prevention | Positive attributes include: develops and implements malware prevention policies to stop cyber attacks; manages all data import and export; blacklists malicious or potentially malicious websites, blocking access to users; provides dedicated removable media scanning machines; establishes appropriate malware defences across the organisation; educates users and maintain their awareness; reference to the National Cyber Security Centre guidance; and provides copies of certificates (e.g. ISO, PCI DSS (Payment Card Industry Data Security Standards), cyber essentials, clearly stating dates, names and reference numbers). |
| 19 | Security Monitoring | Positive attributes include: establishes a monitoring strategy and supporting policies; monitors all systems; monitors network traffic; monitors user activity; tests compliance with policies and procedures to ensure monitoring processes are legally compliant and/or comply with regulatory constraints; fine-tunes monitoring systems; establishes a centralised collection and analysis capability; provides resilient and synchronised timing; trains the security personnel in how to monitor the systems; aligns security monitoring policies and practices with incident management policies and practices; conducts a lessons learnt reviews; reference to the National Cyber Security Centre guidance; and provides copies of certificates (e.g. ISO, PCI DSS (Payment Card Industry Data Security Standards), cyber essentials, clearly stating dates, names and reference numbers). |
| 20 | Removable Media | Positive attributes include: produces and evidences corporate policies, processes and solutions to control the use of removable media for the import and export of information; limits the use of removable media to only essential use (where no other option is available); scans all media for malware; formally issues media to users; audits media holdings regularly; encrypts the information held on the media; locks down access to media drives; monitors the use of removable media; actively manages the reuse and secure disposal of removable media; educates users on the use of removable media and maintain their awareness; and reference to the National Cyber Security Centre guidance. |
| 21 | Home and Mobile Working | Positive attributes include: assesses the risks and creation of a mobile working security policy; educates users and maintains their awareness on these policies; applies the secure baseline build; protects data at rest when mobile working; protects data in transit when mobile working; incorporates home and mobile working in incident management; and reference to the National Cyber Security Centre guidance. |

**APPENDIX 4 – PRIVACY AND DATA PROTECTION**

Tenderers shall submit an outline Privacy and Data Protection plan as their response to quality criterion 7. Where a Tenderer does not currently have a particular policy, process or procedure in place, the response shall describe the policy, process or procedure that would be created, including an estimated time frame for implementation. The outline Privacy and Data Protection as a minimum will:

* + 1. describe how the Tenderer will ensure compliance with privacy and data protection legislation when delivering the services

*[EVALUATION CRITERIA: draft/existing privacy and data protection policy is submitted and demonstrates compliance with relevant legal/regulatory privacy and data protection obligations.]*

* + 1. describe how the Tenderer will protect the security and integrity of TfL and borough personal data when delivering the services. The Tenderer should take into consideration information security risks associated with IT systems and the physical environment

*[EVALUATION CRITERIA: submission includes comprehensive cyber/physical security controls intended to protect personal data (covering access, monitoring, secure data transfer, encryption, hashing/salting of passwords, firewalls, software updates, virus scanning, penetration testing, use of mobile devices, etc.); relevant information security accreditation, e.g. ISO/IEC 27001, ISO/IEC 27018, PCI DSS, HMG Cyber Essentials scheme, etc.]*

* + 1. describe how the Tenderer will proactively identify privacy and data protection risks when delivering the services. This should include details of the systems/processes in place to identify, monitor and resolve security incidents involving TfL/borough personal data

*[EVALUATION CRITERIA: submission demonstrates the Tenderer has an awareness of privacy and data protection risks/issues; incident management plans are either in place or proposed; the possible compromise of personal data appears on the Tenderer’s corporate risk register.]*

* + 1. describe how you will ensure that all of the Tenderer’s employees and temporary workers with access to TfL and borough personal data are:
       1. appropriately screened/vetted

*[EVALUATION CRITERIA: evidence of comprehensive screening/vetting arrangements]*

* + - 1. contractually obliged to comply with relevant privacy and data protection obligations

*[EVALUATION CRITERIA: evidence of contractual requirements provided]*

* + - 1. appropriately trained

*[EVALUATION CRITERIA: evidence that privacy and data protection issues are covered as part of the corporate induction process; and/or additional mandatory refresher/update training]*

* + 1. if the Tenderer is intending to process personal data outside of the EEA:
       1. describe the proposed processing
       2. specify the country or countries in which the processing will take place
       3. provide evidence that you can meet the relevant requirements of current privacy and data protection legislation (including willingness to adopt EU Model Clauses)

*[EVALUATION CRITERIA: evidence of detailed awareness of privacy and data protection implications of offshore processing; experience of meeting associated privacy and data protection requirements in a similar context; outline of appropriate security measures.]*

* + 1. describe how the Tenderer will support TfL in meeting its statutory obligations to provide individuals with access to copies of their own personal data in response to a Subject Access Request

*[EVALUATION CRITERIA:* *the Tenderer demonstrates awareness of the requirements and plans to use/implement a system based solution or business process to retrieve and supply information to TfL.]*

* + 1. describe how you will ensure that TfL personal data is securely disposed of in accordance with defined retention periods.

*[EVALUATION CRITERIA: evidence of systems or processes covering the routine/automated deletion or destruction of personal data using clearly defined retention periods either in place or proposed (including a mechanism for identifying/flagging personal data due for disposal and reporting on disposal activity).]*

* + 1. describe the audit/assurance arrangements that will be in place to monitor compliance with relevant obligations (whether statutory or contractual) covering the processing of TfL personal data.

*[EVALUATION CRITERIA: evidence of the ability to commission internal and/or external audits in response to an adverse incident involving personal data (i.e. a data breach). Evidence of planned periodic internal and/or external audits covering the processing of personal data which are to be carried out as part of a structured audit plan.]*