

## **Further Competition**

## Large Vehicle Passenger Transport Services (BB4)

**Season Ticket Arrangements on Commercial School Transport Services**

**for the academic year 2024-25**

**(DN714234)**

Instructions to Bidders

**Deadline for submission of responses**

**12:00 (Noon) on Monday, 15th April 2024**

## Introduction

Leicestershire County Council (“LCC”, “the Buyer”, “the Council”, “the Authority”) invites you to participate in Further Competition for

**Season Ticket Arrangements on Commercial School Transport Services for the academic year 2024-25**

under the following Dynamic Purchasing System (DPS):

**Large Vehicle Passenger Transport Services (BB4)**

This competition is open to DPS suppliers only. Any suppliers not party to the DPS, including those terminated or suspended, must not apply.

## Services Required

Leicestershire County Council is seeking Suppliers to provide season ticket arrangements on local bus services and commercial school special services for eligible pupils under our Mainstream, SEND and Post 16 Home to School/College Policies.

The Council commissions a range of Services to meet its needs, further information can be found on <https://resources.leicestershire.gov.uk/>.

The Council recognises that the Season Ticket Arrangements are an important part of the wider School/College and local transport network. There are many benefits to the Council, Suppliers and Customers in commissioning these Services.

Provisions in ***Schedule 2B: Operational Specifications*** will apply. In addition, special terms applicable to contracts awarded as part of this competition only:

1. In addition to the licensing requirements set out in 1a; the supplier must obtain as necessary any licence required to operate under this contract.
2. In addition to the seating, restrains and other equipment requirements set out in 42 to 54; the supplier must ensure every vehicle used in the operation of this agreement is PSVAR (Public Service Vehicles Accessibility Regulations) compliant or have an exemption certificate.
3. Replacing clause 92:
	1. **Unless otherwise agreed in writing between the parties, then subject to the Services provided by the Contractor being in the opinion of LCC complete and satisfactory, LCC shall normally pay to the Contractor on each half term of each school term, following the receipt of a valid and undisputed invoice for the fee due in accordance with the terms of the Agreement**.
	2. **Payments will be based on the number of valid season tickets issued at each half term and payment for the term will be made following a valid invoice submitted on or after each half term**.
	3. **Only one invoice per Season Ticket Agreement per school term will be permitted. No invoice will be accepted for processing before the half term of each school term**.
	4. **Payment will then be made within 30 days of receipt of an undisputed invoice for that full period of operation.**
	5. **Advance payments will be considered for any season ticket agreement above £15,000 per term, payable at the start of each term**.
	6. The preferred method of payment is by BACS, unless otherwise agreed by LCC.
	7. If the contractor is a limited business then payments will only be made to that named business account. Payment will only be made to an individual’s account if the contractor is a sole trader or if they are the owner of the business (excluding factoring arrangements).
	8. Suppliers will be expected to observe and apply the 30 day payment terms specified above to any payments that they are required to make to their sub-contractors and sub-contracting arrangements that have been agreed by LCC.is a sole trader or if they are the owner of the business (excluding factoring arrangements).
4. Clauses 97 and 98 do not apply to this further competition.
5. Unless otherwise stated, the Council will issue its own bus passes which the operator will accept on the service. The bus company may replace any bus passes issued by LCC with their own company pass subject to prior agreement with LCC. The bus company(s) will be notified of all passes issued and all pass cancellations.
6. Season Ticket annual payments will be based on the UK legal required attendance at school of 190 days per year and broken down as follows for the purpose of invoicing.
* Autumn Term – 76 days
* Spring Term – 64 days
* Summer Term – 49 days
1. Further to clause 55, in the absence of no further information provided by the Council in Schedule 1, Suppliers are to confirm the start and end times of schools and term dates for the purpose of schedules/timetables and will ensure Services are suitably provided. The Council reserves the right to request evidence of schedules prior to, and during, Services being delivered to ensure conditions of this clause are being met.
2. **The Supplier must ensure that there is sufficient seated capacity on vehicles to meet contracted demand. The expectation under this Contract is all passengers are seated**.

## Contract Terms and Conditions

In line with ***DPS Agreement (BB4),*** terms applicable to any Contract(s) awarded as a result of this competition are included in ***Schedule 2A Call-Off Contract (BB4).***

Special terms applicable to contracts awarded as part of this competition only:

1. Further to clause 11 in relation to Health & Safety, the Supplier should ensure that Staff and any other persons working on the Services in the performance of its obligations under the Contract, are familiar with the Council’s behaviour policy/code of conduct and support the Council and any wider stakeholders (i.e. schools, parents, carers) to follow the policy as appropriate.

## Procurement Timetable

The table below sets out the indicative timetable for this Quotation process. (subject to change - Bidders would be notified as appropriate).

|  |  |
| --- | --- |
| **Activity** | **Date** |
| Further Competition issued | Friday 15th March 2024 |
| Deadline for Clarification Questions |  28th March 2024 |
| **Tender Return Deadline is 12:00 noon on** | **Monday 15th April 2024** |
| Contract award(s) | Initial award: Week commencing 15th April 2024Further award(s): throughout May - August 2024 |
| Anticipated Call Off Contract start  | Start date of schools in Leicestershire expected Tuesday 27th August 2024 (exact dates to be confirmed) |

## Clarification Questions during the Competition Period (Tender Queries)

All requests for clarifications should be submitted as soon as possible using the “Messaging” facility on the [www.eastmidstenders.org](http://www.eastmidstenders.org) procurement portal.

The Council will respond to all reasonable clarifications as soon as possible through publishing the questions and the Council's response to them on the e-tendering portal (Clarifications Log). If a bidder wishes the Council to treat a clarification as confidential and not issue the response to all bidders, it must state this when submitting the clarification. If, in the opinion of the Council, the clarification is not confidential, the Council will inform the bidder and it will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all bidders.

Only in instances where you’re unable to raise queries via the aforementioned route, please contact: MainStreamTransport@leics.gov.uk.

## E-tendering Portal Support (Technical Queries)

Supplier user guides available here: <https://supplierhelp.due-north.com/>

If you need to contact technical support team, you can do so using the details below:

The Technical Support Team:

You should email ProContractSuppliers@proactis.com for all support issues. This will auto-log a support ticket in the new PROACTIS Supplier Support Helpdesk. <http://proactis.kayako.com/default>

On logging a ticket, if you have not already logged one before, you will be issued with a registration email that will give you instructions to allow you to log in, log, review and update your own tickets.

In emergency situations you can contact the Supplier Support Service Desk on +44 (0)330 005 0352 this should be by exception and not as a rule and you should already have logged a support ticket prior to your call.

## Further Competition Return

**Your submission must be returned electronically via the above portal, by closing date and time.** Late tenders will not be accepted.

The Council may, however, in its own absolute discretion extend the deadline for the return of Tenders and in such circumstances the Council will notify all bidders of any change vie the e-tendering portal.

**It is the bidder’s responsibility to allow themselves sufficient time to upload and submit all documents required as part of their Tender. Bidders are advised that the system will automatically time out once the deadline has passed, even if the upload is pending. Therefore, to avoid disappointment, it is recommended that Bidders upload and submit their response well in advance of the advertised deadline**

## Evaluation of further competition

The Award Criteria for this further competition will be 60% price and 40% quality.

Suppliers must continue to meet all minimum standards applicable to BB4. This includes (not limited to):

1. Satisfactory Insurance Cover for Employers Liability, Public Liability and Motor Vehicle insurance;
2. Training
3. Health & Safety
4. Disclosure and Barring Service
5. Safeguarding and Security
6. GDPR – Audit & Information Security
7. LCC Supplier Code of Conduct

And any other licencing requirements specific to this further competition as outlined within further competition documents, particularly section [2. Services Required](#_Services_Required) above.

The Council reserves the right to seek relevant evidence where appropriate to confirm validity of Supplier’s suitability in line with the above.

Any Supplier not meeting the minimum standards (also see Pass / Fail Criteria in Tender Form Part B), will not be considered for any contract awards, regardless of how well they score in terms of scored price and quality criteria.

### Price Evaluation

Price will constitute 60% of overall marks available. Bidders are requested to complete Appendix A – ***Season Ticket Framework Tender Form – Part A.xls*** as part of their response. The document must be submitted as an Excel file without altering the format, formulas or quantities stated therein, unless expressly permitted by the Authority via the official clarification process (as described under 4. above).

When completing the document, bidders are advised to comply with the instructions contained therein.

Pricing will be compared and scored on like for like basis:

1. Where only one bid submitted for a given route, that price will be awarded a maximum score of 60%
2. Where multiple bids received for a given route, the lowest offer will be awarded full marks of 60% with the remaining scores calculated using the following formulae: (Lowest Price / Bid Price) x 60%

Example:

Bid A: £4

Bid B: £5

Price Score:

Bid A: 60%

Bid B: 4/5x60% = 48%

1. Where package prices submitted offer better overall value than individual awards, the Council reserves the right to award a package regardless of scoring of individual routes.
2. Notwithstanding the above, the Council does not commit to award to any or the lowest price bid, as the Council will compare pricing submitted against other options available to the Council.

### Quality Evaluation

Quality will constitute 40% of overall marks available. Bidders are requested to complete Scored Questions within Appendix B – ***Season Ticket Framework Tender Form – Part B.doc.*** This document must be submitted as an Word (.doc or docx) file without altering the format, unless expressly permitted by the Authority via the official clarification process (as described under 4. above).

When completing the document, bidders are advised to comply with the instructions contained therein.

**The statements given in the chosen tender submission become part of the contract, and failure to deliver is treated as a material breach of contract**.

The scoring matrix for the Scored Questions will be as follows:

|  |  |
| --- | --- |
| 0 | No response or the response raises major concerns about understanding or approach which are potentially highly detrimental to satisfactory service delivery or contract performance. (Note: any non-compliance with the requirements may result in bid being rejected.) |
| 1 | The response suggests significant shortcomings of understanding and/or the added value offered is minimal with no quantitative detail. |
| 2 | The response suggests some shortcomings of understanding and/or the added value offered within only one of 4 areas listed and/or with unclear quantitative detail offered. |
| 3 | The response suggests a satisfactory level of understanding of the requirement, supported by clearly identifiable, quantitative added value across most areas listed. |
| 4 | The response suggests a good level of understanding of the requirement, supported by clearly identifiable, quantitative added value across all 4 areas listed. |
| 5 | The response suggests an excellent level of understanding of the requirement, supported by clearly identifiable, quantitative added value across all 4 areas listed, and a clear plan for how the offer will be advertised and taken up by the intended beneficiary/beneficiaries, and how the offer will be managed and reported over the term of the contract. |

Evaluation will be carried by the panel members individually. The evaluators will then meet to discuss the scores, scores will be moderated where individual discrepancy is greater than 1. Thereafter, all scores awarded will be averaged (Moderated Average Method)

Please note that scoring ‘0’ for any one or more quality method statements will give grounds for excluding the tender from further consideration. For any tenders so excluded, that Tenderer’s price shall be excluded from the ‘price’ evaluation.

**Weightings**

Tenderers scores for each quality method statement will be multiplied by the relevant weighting to result in a ‘weighted score’ for that method statement. The weighted scores will then be totalled, with the total expressed as an overall score of 100. This is detailed in the table below.

Anyone with a score of 100 would get the full 40% score for Quality, if you got a weighted score of 50 then you would get 20% for quality and so on.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Method Statement  | Weighting | Max Weighted Score Available | Example Tenderer Score | Example Tenderer Weighted Score |
| Questions |
| Q1 | Customer Service | 5 | 25 | 15 | 3 |
| Q2 | Sustainability | 5 | 25 | 10 | 2 |
| Q3 | Flexibility and Growth | 5 | 25 | 20 | 4 |
| Q4 | Social Value | 2 | 10 | 10 | 2 |
| Q5 | Net Zero/ Carbon Strategy | 3 | 15 | 10 | 2 |
| Total Weighted Score: | 100 | 65 | 13 |
| The formular used to calculate your quality % score based on this example will be ((65/100) \* 40) |

Tender clarification

The Council reserves the right (but is not obliged) to seek clarification of any aspect of a submitted Tender during the evaluation where necessary for the purposes of carrying out a fair evaluation. Any such clarifications will be issued via the e-tendering portal directly to the bidder. Bidders are requested to respond to such requests promptly.

This will not be an opportunity to further improve your bid, and if major omissions are present, these will not be subject to clarification after the Tender Return Deadline.

### Total Scores and Tender Award

Following the Price and Quality evaluation of the tenders, both scores will be added together to arrive at a Total Tender Score.

If there are more than one Tenders in relation to a Service/Route, the tender with the highest Total Tender Score will be deemed to be the most economically advantageous.

Notwithstanding that, to ensure the Council fulfils its duties under the Local Government Act 1999 “to secure continuous improvement in the way in which its functions are exercised, having regard to a combination of economy, efficiency and effectiveness”; the Council will consider value offered by alternative provision (such as Contract Vehicle arrangements and internal fleet arrangements) for the same Services and reserves the right not to award the contract for the whole or any part of the requirement

Once the evaluation is completed and the Council has finalised its decision in relation to the award of the contracts under this competition, all bidders will be notified as to whether they were successful or unsuccessful. Individual notifications will be issued via the e-tendering portal.

Please note that the initial round of awards is expected to be communicated in May 2024. This is expected to cover majority of the requirement.

However, the Council reserves the right to then make further awards in June 2024 and throughout the academic year (if required) due to changes in user numbers / amendments to routes and/or new requirements.

## Conditions of Participation

All information supplied is intended to help you prepare your Tender and you must satisfy yourself of the accuracy of information and requirements. It is your responsibility to ensure that all information is included within your Tender.

Evaluation will be based upon the Tender you submit in accordance with the instructions set out in this document. Failure to respond to questions or provide requested information may lead to your Tender being rejected or scored unfavourably.

Whilst the information in this document has been prepared in good faith, it does not intend to be comprehensive or to have been independently verified. The Council does not accept any liability or responsibility for the accuracy, adequacy or completeness of any of the information or opinions contained within this document or any information made available during the procurement process.

Any liability is hereby expressly excluded, and no costs or expenses incurred for preparing or producing of the Tender will be accepted by the Council.

This document does not constitute an offer and the Council does not undertake to accept any Tender.

All Bidders undertake to protect and keep confidential all data and information provided and undertake to protect the data and information from unauthorised access and unauthorised use.

Bidders shall not discuss the Tender they intend to make other than with professional advisers or joint Bidders who need to be consulted. Bidders are not permitted to make any public announcement about this procurement without prior written approval of the Authority during the procurement process.

The Authority reserves the right to amend or adjust the procurement process or to terminate this procurement process at any stage and will give all interested parties as much notification as possible

## Considerations Prior to Submission of Tender Responses

The Bidder shall ensure that it is familiar with the content, the extent and nature of its obligations as outlined in the documents and shall in any event be deemed to have done so before submitting its tender response.

The Buyer shall not be liable for any expenses and liabilities incurred by the Bidder in the preparation and submission of their tender response.

The Bidder shall have no claim whatsoever against the Buyer in respect of such costs and in particular (but without limitation) the Buyer shall not make any payments to the successful Bidder or any other Bidder save as expressly provided for in the Contract and (save to the extent set out in the Tender documents) no compensation or remuneration shall otherwise be payable by the Buyer to the successful Bidder in respect of the Services by reason of the scope of the Services being different from that envisaged by the successful Bidder or otherwise.

## FOI and Transparency

## As a public body, the Council is subject to the provisions of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.

Bidders should be aware that, in compliance with its transparency obligations, the Council routinely publishes details of its contract(s), including the contract values and the identities of its suppliers on its website without consulting the provider of that information. Further information on the Council’s transparency obligations can be located at <https://www.gov.uk/government/publications/local-government-transparency-code-2015>.

Requests for information received during and/or following the procurement process shall be considered on a case-by-case basis, applying the principles of FOIA and EIR, which permit certain information to be withheld, for example where disclosure would be prejudicial to a party’s commercial interests, and in accordance with the Council’s transparency obligations.