Transport for London

TfLRoundelB&W

Expression of Interest Questionnaire

For

London FreightLab Partners

TfL Reference Number: tfl\_scp\_002002

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Date: 25 November 2019

Transport for London

Commercial Services

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London

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1. Definitions

The following definitions are used throughout this document and within the Expression of Interest Questionnaire:

* 1. **“CIC”** means the Mayor’s Civic Innovation Challenge as further described in Section 4in the Project Summary document.
  2. **“EoIQ”** means the Expression of Interest Questionnaire which is Appendix 1 to this document.
  3. **“e-Tendering Portal”** meansTfL’s online electronic tendering tool available at <https://procontract.due-north.com/Login>. This will be used by TfL to publish this EoIQ, receive responses from Partners and manage all communications in relation to this Project.
  4. **“GLA”** means the Greater London Authority.
  5. **“Innovators”** means organisations that apply to the Project for funding and if successful will be undertaking the Project including the co-development and trial phases with TfL and, (subject to further agreement) with Partners.
  6. **“Objectives”** means the objectives of the Project as set out in Section 3 in the Project Summary document.
  7. **“Partner(s)”** refers toorganisations which are supporting the Project.
  8. **“Potential Partner”** meansorganisations that wish to apply for this opportunity to become a Partner.
  9. **“Project”** means theFreightLab innovation challenge as further described in Section 2 in the Project Summary document.
  10. **“Solutions”** means concepts, ideas, tools and/or products pitched by Innovators as a means of achieving the stated Objectives.
  11. **“TfL”** means Transport for London as further described in Section 1 of the Project Summary document.
  12. **“You” / “Your”:**  refers to the Potential Partner completing this EoIQ (i.e. the legal entity responsible for the information provided).

1. Scope of EoIQ
   1. This EoIQ is seeking to identify Partners from across the freight and servicing sector who would be interested in supporting this Project. We would suggest that Potential Partners read the project summary document first in advance of reading this EoIQ
   2. The EoIQ details the information that TfL requires to assess Potential Partners’ suitability for selection and participation in the Project.
   3. Partners will be required to commit to participating in Stage 1 of the Project as outlined in Section 5 of the Project Summary document. Further involvement will be subject to agreement.
   4. Partners will be selected through evaluation of the EoIQ responses. Potential Partners should read the Scoring Guidance at Section 4 of this document which details the areas on which Potential Partners will be assessed.
2. Summary of application requirements
   1. If you do not already have an e-Tendering Portal account, please register and create an account.
   2. Complete Part’s 1 and 2 of the EoIQ and submit your response by noon (12:00) on 10/12/19.
   3. Submit any clarification questions through the TfL e-Tendering portal by 03/12/19.
   4. Complete and sign the EoIQ Declaration, which can be found in Appendix 3 of this document.
   5. Complete and sign the Conflict of Interest Declaration, which can be found in Appendix 4 of this document.
   6. All the documents above should be attached to your EoIQ on the e-Tendering Portal.
3. Timeline for EoIQ Submission
   1. Potential Partners will have two weeks to submit their response to this EoIQ. Submissions must be correctly uploaded via the TfL e-Tendering Portal by 12.00 (Noon) on 10/12/19.
   2. Potential Partners must upload your responses to the online e-Tendering portal at https://procontract.due-north.com. For help on uploading your EoIQ response please refer to the video tutorials, FAQ’s and help pages found in the Help Centre “Responding to Tenders’ Section of the e-Tendering Portal. (<https://procontract.due-north.com>).
   3. Appendix 3 contains a declaration which Potential Partners must complete. Completion of the declaration confirms the accuracy of any information submitted in the EoIQ response. The declaration is to be signed by the Potential Partner - a Director or authorised representative in her/his own name and on behalf of the relevant company.
   4. Appendix 4 contains a conflict of interest declaration which Potential Partners must complete. Completion of the conflict of interest declaration confirms the existence, or lack thereof, of any matters, private interests or relationships which could or could be seen to influence any decisions taken or to be taken, or the advice given to Transport for London, or that may result in an adverse impact on competition for the purposes of this project. The declaration is to be signed by the Potential Partner - a Director or authorised representative in her/his own name and on behalf of the relevant company.
   5. Partners must declare any actual or perceived conflict of interest with any of the Innovators and/or their Solutions prior to and during the evaluation process. We reserve the right to exclude Partners from evaluating particular Innovator’s submission.
   6. Potential Partners are strongly advised not to leave the submission of your completed EoIQ to the last minute. Neither TfL nor its e-procurement system provider will be responsible for any failure to upload data due to insufficient time being allowed by Potential Partners.
   7. If you encounter any technical issues using the e-Tendering Portal systems, including any problem uploading your submission, please refer to the above referenced FAQ’s and video tutorials. If the problem persists you should ‘log a ticket’ on the supplier support portal. <http://www.proactis.com/Support>). If your issue cannot be resolved by the helpdesk then please notify TfL Commercial manager, Irene Kasanga on irenekasanga@tfl.gov.uk.
   8. TfL will evaluate the Potential Partners EoIQ submissions and we will seek to announce Partners by 18th December. Potential Partners will be notified via the e-Tendering Portal of the selection outcome.
   9. Following this announcement, we will aim to have a Memorandum of Understanding (MOU)’s signed with all Partners ahead of the formal launch of the procurement process to Innovators in January 2020.The following table illustrates our indicative timetable in relation to selecting Partners to assist with this Project. Please note that this timetable is not binding and may be subject to change:

| **Activities** | **Target Completion Date** |
| --- | --- |
| EoIQ issued | 25/11/2019 |
| EoI clarifications deadline | 03/12/2019 |
| EoIQ responses return deadline | 10/12/2019 |
| Partners announced | 18/12/2019 |

1. Guidance notes for potential Partners
   1. This EoIQ is for use by Potential Partners who are interested in participating in this Project, their professional advisers and other parties essential to preparing responses to the EoIQ and for no other purpose.
   2. This EoIQ is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability for any inaccuracy or incompleteness is therefore expressly disclaimed by TfL and our advisers.
   3. At a later stage you may be asked to confirm that there has not been a material change to the matters addressed in this EoIQ that may change the responses you have given.
   4. No information contained in this EoIQ or in any communication between us in connection with this EoIQ shall be relied on as constituting a contract, agreement, or representation that any contract shall be offered at any time.
   5. Under no circumstances shall TfL incur any liability, financial or otherwise, in respect of this EoIQ or supporting documentation. TfL reserves the right to cancel the selection and/or process at any point. TfL is not liable for any costs resulting from cancellation of this process or for any costs incurred by Potential Partners taking part in the selection or process.
   6. TfL actively seeks to avoid conflicts of interest and reserves the right to reject Potential Partners as ineligible where TfL perceives an actual or potential conflict of interest. Potential Partners must advise TfL of all potential conflicts of interest prior to submission of your completed EoIQ.
   7. Failure to disclose all material information (facts that we regard as likely to affect our evaluation process), or disclosure of false information may result in ineligibility to be taken forward in the process. Potential Partners must provide all information requested and not assume that TfL has prior knowledge of your company.
   8. All responses must be in the English language and should comply with any stated page limits. Your completed EoIQ response (in accordance with the template provided at Appendix 1) and any accompanying documentation must be submitted via TfL e-Tendering Portal.
   9. Any part of a Potential Partner’s EoIQ response which exceeds the page limit (where applicable) will not be evaluated. The page limit does not include title pages or images/diagrams that may be used to enhance your response.
   10. Completed questionnaires will be evaluated by TfL and:

* each question will be scored as indicated in the “Evaluation Criteria” which can be found in Appendix 1;
* pass/fail criteria will apply as indicated;
* indicated weightings will be applied to scored questions to rank EoIQ responses;
* down selection criteria will be applied (e.g. there is a limit on the number of Potential Partners selected to become Partners);
* Potential Partners that pass ALL sections/questions in the EoIQ will be ranked according to the overall weighted score they achieve for the scored questions – information on weightings can be found in Part 2 of Appendix 1 of this document.
  1. TfL reserves the right to reject EoIQ responses which are not submitted in accordance with the instructions given and reserves the right to seek clarifications from Potential Partners on their responses through the e-Tendering Portal. In the event that the Potential Partner identifies documentation, information or data that is not available within this EoIQ or requires clarification, the Potential Partner may request such documentation, information, data, or clarification by using the online messaging service available on TfL’s e-Tendering Portal.
  2. Any questions about the document or the contents of the EoIQ must be submitted through the ‘Message’ facility within the e-Tendering Portal. Please note that clarification questions and our responses to such questions or other such requests for clarification may be communicated to all prospective Potential Partners whilst protecting the originator’s anonymity. The deadline for asking clarification questions is 06/12/19.
  3. If the Potential Partner considers that a clarification question contains information that is confidential to the Potential Partner and that the clarification question or the answer should not be disclosed to other Potential Partners, this must be made clear at the time of asking the clarification question. TfL will determine if it agrees with the identified confidential nature and it does not agree it will ask the Potential Partner if it wishes to withdraw its clarification question or alternatively prefers the request is treated as non-confidential and accordingly the clarification question and TfL’s response is shared with all Potential Partners.
  4. No formal or informal clarification questions shall be answered verbally by TfL. All responses to clarifications will be transmitted electronically to all potential Partners to ensure a fair and transparent process. The Potential Partner should only accept and act upon responses to clarifications issued through the e-Tendering Portal.
  5. Potential Partners are required to provide a single point of contact in their organisation for their response to the EoIQ. TfL shall not be responsible for contacting the Potential Partner through any route other than the nominated contact or the e-Tendering portal. The Potential Partner must therefore promptly notify TfL of any changes relating to its nominated contact.
  6. Your response will be checked initially for compliance with these instructions. Clarification may be sought from Potential Partners to determine if the EoIQ is complete and compliant, but TfL reserves the right to reject any submissions that are not, upon receipt, compliant with, and in the format specified in these EoIQ instructions. EoIQ responses may also be rejected if;
  + They are not submitted by the submission date and time; or
  + The information required is not complete at the time of responding; or
  + The information required is not in the format indicated by TfL; or
  + If they are in any other way deemed non-compliant by TfL, (i.e. not compliant with any other instructions contained in this document).

Please be aware that TfL **can only score EoIQ responses based on the information you supply in response to this EoIQ**. A common reason why organisations fail to progress through a selection process is due to incomplete information, unsubstantiated statements or information presented in a manner not reasonably obvious to the assessors. It is the potential Partner’s responsibility to provide all the answers and information requested in a clear, concise and logical manner and at the appropriate points within the document. Cross-referencing and reliance on attachments (other than where specifically requested) should be avoided.

* 1. Potential Partners will be notified via the e-Tendering Portal of the selection outcome.
  2. An evaluation panel will consist of representation from key parts of TfL. Panel members will be chosen based on suitable knowledge and understanding of the subject matter of the criteria they have been asked to score.
  3. If it appears that the Potential Partner has failed to upload part of its submission, then TfL may exercise its discretion to notify the Potential Partner of its omission and provide a proportionate period of time as determined by TfL for the omitted element to be submitted. This period of time will be stated by TfL at the time.
  4. TfL reserves the right to request information at any time throughout the process from any Potential Partner to verify any of the information provided in this response (or as subsequently updated by the potential Partner).
  5. TfL is committed to meeting our legal responsibilities under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (together ‘the Acts’). Accordingly, all information submitted by you to us may need to be disclosed by us in response to a request under the Acts. We may decide to include certain information in the publication scheme which we maintain under the Acts, which may include information supplied in response to this EoIQ.
  6. If you consider that any information included by you in response to this EoIQ is commercially sensitive you should clearly identify it and explain what harm may result from disclosure, and the time period applicable to that sensitivity. Please attach a supporting appendix to your response to identify any such information.
  7. The UK government is committed to greater transparency in the public sector. Accordingly, TfL reserves the right to publish submission documents, contracts, and data from invoices.
  8. TfL 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.
  9. TfL may at its absolute discretion consult with the Potential Partners regarding any such redactions. However, TfL will make the final decision regarding publication and/or redaction.
  10. The information in this EoIQ and any associated documents is made available to you on the condition that it is treated as confidential and that you do not disclose, copy, reproduce, distribute or pass it to any other person at any time except for the purpose of enabling a response to be made. You are responsible for ensuring that all such persons give an undertaking at the time of receipt to keep such information confidential. If you are unable or unwilling to comply with this requirement you are required to destroy this EoIQ and all associated documents immediately and not to retain any electronic or paper copies.
  11. You may be required to enter into a confidentiality agreement prior to the release of further information relating to the Project.
  12. 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 TfL or any of its subsidiaries, by any potential Partner concerning this EoIQ, and any attempt to procure confidential information regarding the EoIQ responses from any of the foregoing shall result in the disqualification of the Potential Partner from this Process.
  13. Potential Partners are not permitted to:
  + Make any public statement or communicate in any form with the media in connection with this EoIQ;
  + Use any trademarks, logos or any other Intellectual Property Rights associated with TfL;
  + Represent that the Potential Partner is directly or indirectly associated in any way with TfL or the Project;
  + Engage in any form of marketing which creates, implies or refers to an association between the Potential Partner and TfL and/or the Project;
  + Do anything or refrain from doing anything which would have an adverse effect on TfL; and
  + Potential Partners must direct any queries from the media to the e-Tendering Portal and notify the contact identified in paragraph 3.7.

1. Scoring Guidance and Selection
   1. This section describes the evaluation and award process for TfL to evaluate and select Potential Partners.
   2. TfL requires that each Potential Partner that wishes to be considered for this Project completes the EoIQ in accordance with these instructions. The EoIQ details the information that TfL requires to assess your suitability for selection for participation in this Project.
   3. The EoIQ contains specific questions to understand Potential Partners in terms of their suitability and capability to assist TfL in delivering this Project.
   4. The following criteria types will apply to questions contained within the EoIQ:

* Pass/Fail - Used to exclude Potential Suppliers which do not meet the requirement.
* Discretionary Pass/Fail- Used for critical criteria where the default ‘unsatisfactory’ position is Fail, but where the Potential has provided hard evidence which completely mitigates any concerns. TfL may at its discretion permit a Pass. TfL will retain the right to exclude Potential Partners which do not meet the set requirement and do not propose satisfactory measures to mitigate TfL’s concerns.
* Score with weighting - Used to indicate the relative importance of a question against other questions, and also to differentiate bids.
* Information Only - Used to gather important information.
  1. The EoIQ consists of two parts; Part 1 and Part 2. The EoIQ can be found in Appendix 1 of this document.
  2. Part 1 of the questionnaire is a Capability Assessment stage. The Capability Assessment is made up of ‘Information Only’ and ‘Discretionary Pass/Fail’ questions. A “Fail” score on any Part 1 question will result in Potential Partners being excluded from further consideration and eliminated from the process and the responses to Part 2 will not be evaluated. The Capability Assessment questions are detailed in Appendix 1, Part 1.
  3. We are seeking to select a variety of Partners to help increase the breadth of experience represented within London’s Freight and Servicing industry. As such, question 6.1 of Part 1, Appendix 1 asks the Potential Partners to place themselves into one of seven business categories.
  4. TfL will only review responses to Part 2 of the EoIQ for respondents who pass Part 1. Part 2 contains a list of questions requiring specific responses. Potential Partners should answer the questions posed directly incorporating all of the material they consider relevant and important to the response.
  5. Potential Partners that pass ALL sections of the EoIQ (passing all Pass/Fail questions) will be ranked according to the overall weighted EoIQ score they achieve based on the questions in this EoIQ. The specific scoring and assessment criteria which will be used for evaluating each response to the questions contained within the EoIQ are indicated in the ‘Evaluation Guidance’ column of the tables found in Appendix 1, Part 2. An overall EoIQ score will be calculated using the following section weightings:

|  |  |
| --- | --- |
| **SQ Question (‘Score with weight’)** | **Weighting (for EoIQ Ranking Purposes)** |
| **Q1. Freight and Servicing experience** | 80% |
| **Q2. Alignment with MTS** | 20% |
| **Overall Weighted EoIQ score** | **100%** |

* 1. Based on the overall EoIQ rankings, TfL will select the highest scoring Partner from each of the seven business categories. The seven business categories are set out in question 6.1, Part 1 of Appendix 1. TfL at its sole discretion reserves the right to select more Partners than simply the highest scoring applicant from each business category.
  2. TfL reserves the right to exercise its sole discretion in the event of even scoring in the selection of Partners.

Appendix 1 - Questionnaire

**Part 1- Capability Assessment**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **No.** | | **Question** | | **Response** | **Pass/Fail Evaluation Criteria** | | |
| 1.1 | | Name of Company / organisation | |  | For information only | | |
| 1.2 | | Registered Company / organisation Address | |  | For information only | | |
| 1.3 | | Company / organisation Registration Number (if applicable) | |  | For information only | | |
| 1.4 | | Name of immediate parent or ultimate company / organisation (if applicable) | |  | For information only | | |
| 1.5 | | Within the past five years has your organisation or any person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.  -Participation in a criminal organisation.  -Corruption. -Fraud. -Terrorist offences or offences linked to terrorist activities.  -Money laundering or terrorist financing.  - Child labour and other forms of trafficking in human beings.  If yes, please provide details. | | Yes/No | **Discretionary Pass**: The answer to this question is “No”.  Pass is also achieved if the answer given is “Yes” but can demonstrate that, at TfL’s discretion, hard evidence of remedial action or changes have been made as a result of conviction which completely mitigates TfL’s concern.  **Fail**: Responded ‘yes’ but provide no hard evidence of remedial action or details which completely mitigates any concerns. | | |
| **2.0 FINANCIAL INFORMATION** | | | | |  | | |
| 2.1 | | Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?  If yes, please provide details. | | Yes/No | **Discretionary Pass**: The answer to this question is “No”.  Pass is also achieved if the answer given is “Yes” but can demonstrate that, at TfL’s discretion, hard evidence of remedial action or changes have been made as a result of conviction which completely mitigates TfL’s concern.  **Fail**: Responded ‘yes’ but provide no hard evidence of remedial action or details which completely mitigates any concerns. | | |
| **3.0 Environmental:** | | | | | | | |
| 3.1 | | | Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)?  If your answer to this question is “Yes”, please provide details of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served. | Yes/No | | **Discretionary Pass**: The answer to this question is “No”.  Pass is also achieved if the answer given is “Yes” but can demonstrate that, at TfL’s discretion, hard evidence of remedial action or changes have been made as a result of conviction which completely mitigates TfL’s concern.  **Fail**: Responded ‘yes’ but provide no hard evidence of remedial action or details which completely mitigates any concerns. | |
| **4.0 Health and Safety** | | | | | | | |
| 4.1 | In the last five years has your organisation, parent company or subsidiary company been:  -Prosecuted for a breach of HSE legislation?  -Have any pending prosecutions?  -Issued with any improvement or prohibition notices for breaches of health, safety and environmental legislation?  If answering yes to any of the above, please provide a summary for each occurrence.  In addition, provide full details of the most recent occurrence (i.e. investigation report) and the actions taken to prevent reoccurrence. | | | Yes/No | | | **Discretionary Pass**: The answer to this question is “No”.  Pass is also achieved if the answer given is “Yes” but can demonstrate that, at TfL’s discretion, hard evidence of remedial action or changes have been made as a result of conviction which completely mitigates TfL’s concern.  **Fail**: Responded ‘yes’ but provide no hard evidence of remedial action or details which completely mitigates any concerns. |
| **5.0 EQUAL OPPORTUNITIES** | | | | | | | |
| 5.1 | | Do you meet the requirements of the positive equality duties in relation to the Equalities Act 2010?  Is it your policy as an employer to comply with anti-discrimination legislation, and to treat all people fairly and equally so that no one group of people is treated less favourably than others? | | Yes/No | **Pass**: Yes  **Fail**: No | | |
| 5.2 | | Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("The Act")? | | Yes/No | Information only | | |
| 5.3 | | If you have answered yes to 5.2, are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015? | | Yes/No | **Pass:**Relevant organisation answers "Yes" and provides the relevant URL to view the statement, or relevant organisation answers "Yes" without a relevant URL to view the statement but provides an acceptable explanation that mitigates TfL's concerns, or relevant organisation answer "No", but provides an acceptable explanation that mitigates TfL's concerns.  **Fail:**No response provided, or relevant organisation answered "Yes" to 5.2 above, but answers "No" to 5.2, without providing an explanation which is acceptable to TfL. | | |
| **6.0 FreightLab specific** | | | | | | | |
| 6.1 | | Categorisation of business-  Please select one of the following that best fits your organisation type:   * Couriers * Retailers * Servicing * Consolidators * Land owners (e.g. developers) * Public bodies * Other – if other please provide details | | Information only | Information only | | |
| 6.2 | | Provide the signed declaration contained in Appendix 3 | | Pass/Fail | **Pass-provided, etc.**  **Fail-Not provided, etc.** | | |
| 6.3 | | Provide the signed declaration contained in Appendix 4 | | Pass/Fail | **Pass-provided, etc.**  **Fail-Not provided, etc.** | | |

**Part 2- Quality Evaluation**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Question** | **Assessment Guidance** | | | | | **Section Weighting (%)** |
| Question 1. Please provide details of your experience with freight and servicing operations in Greater London, including the scope and scale of your operations, and how that experience might be beneficial to this Project.  *(Up to a maximum of 2 sides of A4)* |  | | | | | **80** |
| **Score 0 – Unacceptable** | **Score 1 –**  **Poor** | **Score 2 –**  **Meets requirement** | **Score 3 - Good** | **Score 4 – Outstanding** |
| This response provides insufficient or no information to demonstrate that the Potential Supplier has the experience of undertaking or facilitating freight and servicing activity and that is likely to provide some benefit for this Project. | The response provides limited experience of undertaking or facilitating freight and servicing activity that is likely to provide some benefit for this Project freight and servicing activity in London. | The response demonstrates satisfactory experience of undertaking or facilitating freight and servicing activity that is likely to provide some benefit for this Project. | The response provides above average evidence of undertaking or facilitating freight and servicing activity in London that is relevant to this Project and will provide a good level of benefit for this Project. | The response provides outstanding evidence of undertaking or facilitating freight and servicing activity in London, with experience that is likely to be very beneficial to this Project and will likely provide excellent benefits. |
| Question 2. Explain how your organisation is trying to align, or has aligned, with the [Mayor’s Transport Strategy (MTS](https://www.london.gov.uk/sites/default/files/mayors-transport-strategy-2018.pdf)), in particular the goals around efficient freight and servicing outlined on pages 77-87 and proposals 15, 16 and 17.  *(Up to a maximum of 1 side of A4)* |  | | | | | **20** |
| **Score 0 – Unacceptable** | **Score 1 –**  **Poor** | **Score 2 –**  **Meets requirement** | **Score 3 - Good** | **Score 4 – Outstanding** |
| The response provides insufficient or no information to demonstrate that the Potential Partner organisation aligns with the MTS proposals. | The response provides limited information to demonstrate that the Potential Partner organisation aligns with the MTS proposals. | The response demonstrates satisfactory information to that the Potential Partner organisation aligns with the MTS proposals. | The response provides good evidence of alignment with Mayoral proposals around efficient freight and servicing. | The response provides outstanding evidence of very close alignment with Mayoral policies around efficiency, emissions and safety |

Appendix 2 – Memorandum of Understanding

**Dated [DATE]**

**BETWEEN:**

1. **[INSERT COMPANY NAME]** incorporated and registered in England and Wales with company number [insert number] whose registered office is at [insert address] (‘**Partner**’); and
2. **TRANSPORT FOR LONDON a statutory body established under the Greater London Authority Act 1999** whose office is at 5 Endeavour Square, Stratford, London, E20 1JN (“**TfL**”)

Together “**the Parties**”

1. **BACKGROUND**
   1. The Mayor's Transport Strategy and Freight and Servicing Action Plan both outlines a vision to deliver a cleaner, safer and more efficient city, one which allows TfL to reallocate more of London’s finite road space to more sustainable modes of transport whilst enabling businesses to continue to meet the freight and servicing needs of London’s growing population and economy.
   2. To help deliver this vision TfL have developed the Project. This is an innovation challenge which seeks Innovators to think creatively about the way spaces in Greater London could be used to reduce the adverse impacts of vital freight and servicing activity.
   3. TfL wishes to work with the Partner to assist in Stage 1 of the Project.
   4. This Memorandum of Understand (MOU) sets out the proposed terms of the Parties cooperation in relation to Phase 1 of this Project. This MOU is not intended to be legally binding except as specifically set out in Clause 8.
2. **DEFINITIONS**

The following definitions are used throughout this MOU;

* 1. “Civic Innovation Challenge” means the GLA’s flagship technology policy bringing public and private sector organisations together to solve some of London’s pressing problems. This Project is part of that programme. This Project is being led by TfL;
  2. “EoIQ” means the Expression of Interest Questionnaire;
  3. “GLA” means the Greater London Authority;
  4. “Innovators” means organisations that apply to the Project for funding and if successful will be undertaking the Project including the co-development and trial phases with TfL and, (subject to further agreement) with the Partner;
  5. “Intellectual Property Rights” any patent, know-how, trade mark or name, service mark, design right, copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world;
  6. “Objectives” means the objectives of the Project as described in Clause 3;
  7. “Project” means the FreightLab innovation challenge as further described in Clause 2;
  8. “Solutions” means concepts, ideas, tools and/or products pitched by Innovators as a means of achieving the stated Objectives;
  9. “Stage 1” covers the period from the date of this MOU until the wining Innovators have been chosen and announced in March 2020 including the launch of the competition to Innovators and the evaluation and selection of Innovator submissions; and
  10. “Stage 2” means from March 2020 following Innovators being selected, contract negotiation, co-development, live trial and evaluation stages.

1. **KEY OBJECTIVES OF PROJECT AND MOU** 
   1. The key objectives of the Project are:
      1. to help identify new approaches for achieving our policy outcomes as outlined in the Mayor’s Transport Strategy and Freight and Servicing Action Plan, particularly around the promotion of clean, safe and efficient freight and protecting land for industry.
      2. to understand the commercial viability of new products and services, in particular to investigate whether land can be used to mitigate adverse impacts of freight and servicing activity while still providing commercially viable returns.
      3. to harness the powerful advantages of emerging technologies, novel products, services and business models; and turn these into opportunities which are tailored towards the London’s problems. In short, we are hoping to help direct innovation towards solutions which deliver for the London.

3.2 The Key objectives of this MOU are to set out clearly the obligations of both TfL and Partners during Stage 1 of the Project;

1. **PARTIES OBLIGATIONS**
   1. The Project is split into two key stages; Stage 1 and Stage 2. This MOU covers Stage 1. Stage 2 (as applicable) is subject to further contractual agreements.
   2. During stage 1, TfL will:
      1. Launch the competition to Innovators;
      2. communicate the messaging about the Project using its communication channels to advertise this Project to potential Innovators. TfL will work with the GLA to ensure all messaging is consistent and aligned;
      3. respond to all questions from Innovators during the submission period;
      4. collate all Innovators submissions and conduct an initial shortlisting exercise of Innovator Submissions and share this shortlist of Solutions with the Partner ahead of the pitch day to ensure only viable Submissions are progressed;
      5. host the Innovator pitch day;
      6. notify successful Innovators of their progression from Stage 1 to Stage 2; and
      7. once the relevant documentation is in place and signed, TfL will also provide the winning Innovators with up to £20,000 funding.
   3. Partners will be expected to support Phase 1 of the Project from December 2019 to March 2020.
   4. The Partners will be expected to:
      1. make available staff time (estimated at seven working days) and resource between December 2019 and March 2020 (dates subject to confirmation) to undertake the activities listed in this clause 4.3;
      2. communicate the messaging about the Project using their communication channels to help advertise this Project to potential Innovators;
      3. permit TfL to use their logos and trademarks in communications conducted by and/or the GLA as part of the Civic Innovation Challenge, setting out clearly your role as part of the evaluation panel;
      4. be part of the evaluation panel to review, evaluate and score potential Innovators submissions with TfL;
      5. notify TfL immediately if they become aware of any actual or potential conflict of interest with any potential Innovators submissions;
      6. to ensure they keep the Innovators submissions confidential in accordance with Clause 5;
      7. submit questions for Innovators in advance of the potential Innovator’s pitch day; and
      8. attend the potential Innovator’s pitch day in February 2020.
   5. Partners are not permitted to bid to be an Innovator for this Project. Its parent or subsidiary companies are also prohibited from submitting a submission or being a sub-contractor to an Innovators submission.
2. **CONFIDENTIALITY**

* 1. Each Party shall keep in strict confidence all information whether disclosed in writing, orally, or by any other means to the recipient Party (Recipient) before or after the date of this MOU and which by its nature is confidential, is marked as confidential, for the purposes of this MOU is clearly intended to be confidential, or which is known or reasonably should be known by the Recipient Party to be confidential including but not limited to software products and/or software documentation, software applications, software modules, source code, derivative works, inventions, know-how and ideas, trade secrets, trademark and copyright applications, technical and business plans, technical information, proposals, specifications, drawings, data, computer programs, pricing, costs, financial information, procedures, proposed products, processes, business systems, techniques, services, like technical or business information and Innovators submissions (the “Confidential Information”).
  2. Neither Party shall use any Confidential Information disclosed to it for any purpose other than to perform its obligations under this MOU.
  3. The Recipient receiving Confidential Information may disclose Confidential Information to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out its obligations under this MOU.
  4. The Recipient shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses Confidential Information comply with this Clause 5.
  5. The obligations of confidentiality contained in this Clause 5 will not apply to Confidential Information which:
     + is in the public domain prior to receipt;
     + enters the public domain after receipt other than as a result of a breach by the Recipient Party of any obligation to the disclosing Party;
     + by documentation was known to the Recipient Party prior to disclosure by the disclosing Party by reason other than having been previously disclosed in confidence to the recipient Party;
     + was disclosed to the Recipient Party on a non-confidential basis by a third party who did not owe any obligation of confidence to the disclosing Party with respect to the disclosed Confidential Information;
     + was independently developed by a Party without reference to the other Party’s Confidential Information; or
     + is required to be disclosed by a court of law or other competent tribunal, or any government body or other regulatory authority, or pursuant to the Recipient Party’s statutory duties including (without limitation) those originating from and related to the Freedom of Information Act 2000.
  6. The Recipient shall keep secure all materials containing any Confidential Information in relation to this MOU.
  7. The Recipient shall immediately on receipt of a written request from the disclosing Party, return to the disclosing Party or (if requested) destroy all originals and copies of documents (in any form) containing or reflecting any Confidential Information.

1. **COMMUNICATIONS AND MARKETING**
   1. The Partner shall not communicate with representatives of the media including but not limited to radio, television and social media in relation to this MOU and the Project without prior written approval by TfL prior to any release.
   2. The Partners attendance at any events (expect the pitch day) is optional, however the Partner will be encouraged to attend.
2. **DURATION AND TERMINATION** 
   1. This MOU shall take effect from the date of this MOU. Save for those Clauses set out in Clauses 5, 11 and 14, the MOU shall terminate on either Party giving the other Party not less than 14 days’ notice in writing.
   2. Notwithstanding anything in this MOU, termination shall not affect the rights and obligations of the Parties accrued under the legally binding clauses of this MOU prior to the date of termination.
3. **LEGALLY BINDING CLAUSES**
   1. Except for following clauses, which are legally binding:
      1. Clause 5 (Confidentiality);
      2. Clause 11 (Remedies); and
      3. Clause 14 (Governing Law and Jurisdiction).
   2. This MOU is not intended to be legally binding, and no legal obligations or legal rights shall rise between the parties from this MOU. The parties enter the MOU intending to honour all their obligations.
   3. Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party as the agent of the other party, nor authorise either of the parties to make or enter into any commitments for or on behalf of the other party.
4. **INTELLECTUAL PROPERTY**
   1. Ownership of any Intellectual Property Rights that existed prior to the date of this MOU and any developments or improvements to that Intellectual Property Rights and any Intellectual Property Rights outside the Project and Stage 1 at any time (Pre-existing Intellectual Property) remains with the Party which created or developed the Pre-existing Intellectual Property. Each Party grants to the other party a revocable, non-transferable, non-exclusive, non-sublicensable, royalty free licence to use the relevant and applicable Pre-existing Intellectual Property to enable that Party to undertake its obligations in relation to this Stage 1.

* 1. Any Intellectual Property Rights which are created during Stage 1 for the Project shall be owned by TfL. TfL shall grant a licence on such terms as it deems appropriate to the Partner.
  2. The Partner permits TfL and the GLA to use agreed logos and trade marks in internal and external communications including communications with the press, radio, television and social media to promote the Project.

* 1. The Partner shall have no right to use (save where expressly permitted under this MOU or with TfL’s prior written consent) any trade marks, logos or other Intellectual Property Rights of TfL’s to promote this Project.
  2. The Parties will discuss the allocation of any Intellectual Property Rights created during Stage 2 following the completion of Stage 1.

1. **ANTI-BRIBERY AND CORRUPTION POLICY**
   1. The Parties acknowledge that they are committed to observing the highest standards of legal and ethical behaviour in the conduct of their worldwide business dealings and that the Parties have a zero-tolerance policy towards activities of a corrupt or dishonest nature, including Bribery.
   2. Both Parties shall in following the principles set out in this MOU comply (and shall procure that persons engaged by them in relation to this MOU shall comply) with all laws, rules, regulations, decrees and other ordinances issued by any supra-governmental, governmental, state or other public authority relating to the subject matter of this MOU particularly the UK Bribery Act 2010.
2. **REMEDIES**
   1. Each Party acknowledges that the other may incur costs, fees and expenses in reliance and Clause 5 (Confidentiality) and that if either Party breaches either of those clauses the Party in breach shall (without prejudice to any other remedies it may have) indemnify and keep indemnified the other Party for all properly and reasonably incurred and evidenced costs, fees and expenses.

1. **VARIATION**

This MOU may only be varied by written agreement by the Parties.

1. **CHARGES AND LIABILITES**

13.1 TfL will not pay any costs or expenses to the Partner for participation in this Project.

13.2 Except as otherwise provided, the Parties shall each bear their own costs and expenses incurred in complying with their obligations under this MOU.

13.3 Subject to Clause 11, both Parties shall remain liable for any losses or liabilities incurred due to their own or their employee’s actions and neither Party intends that the other Party shall be liable for any loss it suffers as a result of this MoU**.**

1. **GOVERNING LAW AND JURISDICTION**

This MOU is governed by and construed in accordance with English law and the Parties agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this MOU to the extent such dispute or claim arises directly from a breach of the legally binding clauses.

Each Party hereby confirms its agreement to the terms contained in this MOU.

Signed by [insert name] …………………………….

For and on behalf of Authorised Signatory

[insert company name]

Signed by [xxxxx] …………………………….

For and on behalf of Authorised Signatory

Transport for London

Appendix 3 – Declaration

I confirm and accept that:

1. The information provided in this Expression of Interest Questionnaire (EoIQ) document was prepared by Transport for London (“TfL”) in good faith. It does not purport to be comprehensive or to have been independently verified. Neither TfL nor any member of the TfL group company 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 EoIQ document 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 Potential Partner or its professional advisers, and any liability therefore is excluded.
2. The requirements of this EoIQ have been complied with.
3. Nothing in this EoIQ document or provided subsequently has been relied on as a promise or representation as to the future. TfL 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. TfL reserves the right (on behalf of itself and its group companies) to appoint a Partner for which responses are being invited in whole, in part or not at all.
5. The information provided by us is true and accurate.
6. Under no circumstances shall TfL incur any liability (including, without limitation, any liability in respect of any costs or expenses of the Potential Partner) in respect thereof. The Potential Partner will be solely responsible for their costs incurred in relation to this Process and in developing, preparing and submitting any response to the EoIQ.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **By signing below I confirm and accept the above.** | | | | |
| Name | | | Date | |
| Signed | | |  | |
| Position: |  | For and on behalf of (company name): | | |
| Telephone: | Facsimile: | | | Email: |
| TfL Reference No: xxx  Expression of Interest Questionnaire (EoIQ) For London FreightLab Partners | | | | |

Appendix 4 – Conflict of Interest Declaration

In responding to the questions below the signatory is to include in its consideration of any matters, private interests or relationships which could or could be seen to influence any decisions taken or to be taken, or the advice you are giving to Transport for London, or that may result in an adverse impact on competition for the purposes of this project.

The types of interests and relationships that may need to be disclosed include investments, shareholdings, trusts or nominee companies, company directorships or partnerships, other significant sources of income, significant liabilities, gifts, private business, employment, voluntary, social or personal relationships that could, or could be seen to impact upon your responsibilities and existing or previous involvement that could create a potential, actual or perceived conflict.

If response is yes to any of the questions below please provide full details as a separate attachment

|  |  |
| --- | --- |
| **Questions** | **Yes / No** |
| Are you affiliated or otherwise connected (e.g. in joint venture whether incorporated or unincorporated, partnership, alliance or as a sub-contractor/sub-consultant) with any firm that supplies products, works or services to TfL or is currently tendering to do so? |  |
| In the past 12 months, to the best of your knowledge, has any member of your organisation or your supply chain had any direct or indirect involvement (by way of trading, sharing information, participating in industry for or jointly delivery goods/works/services) with any other company acting as a supplier to TfL? |  |
| At any time in the past 12 months, to the best of your knowledge, has any member of your organisation or supply chain received any gift (other than promotional items) or hospitality from a supplier or employee to TfL? |  |
| At any time in the past twelve months, have you or anyone from your organisation or supply chain given any gift (other than promotional items) or hospitality to an employee of TfL? |  |
| Is there any occasion where you or members of your organisation or supply chain may use TfL resources (equipment, space, supplies or paid individuals) in performing paid or unpaid activities for organisations other than TfL? |  |
| Are there any other activities not reported under the previous questions that may give rise to a conflict of interest with respect to their work with TfL e.g. through personal or working relationships with current or former employees or through prior employment with TfL or third party suppliers or in connection with the London FreightLab project? |  |

I, as representative of all companies associated with the Applicants submission, hereby confirm that I have read and understood the above statements and that I will make full disclosure of interests, relationships and holdings that could potentially result in a conflict of interest.

I agree that if I become aware of any information that might indicate that this disclosure is inaccurate, I will notify TfL promptly and no later than 28 days of becoming aware of such information and undertake to take such action as TfL may reasonably direct.

|  |  |
| --- | --- |
| Signature: |  |
| Name: |  |
| Designation: |  |
| Company: |  |
| Date: |  |