

For the Provision of a Professional Services Framework under the Open Procedure - DN415582

Commencing: 01/01/2020

Framework Term: 4 years

Please submit by: 28/08/2019 13:00

Volume One

Instructions to Tender
Tender submission guide
Evaluation Model

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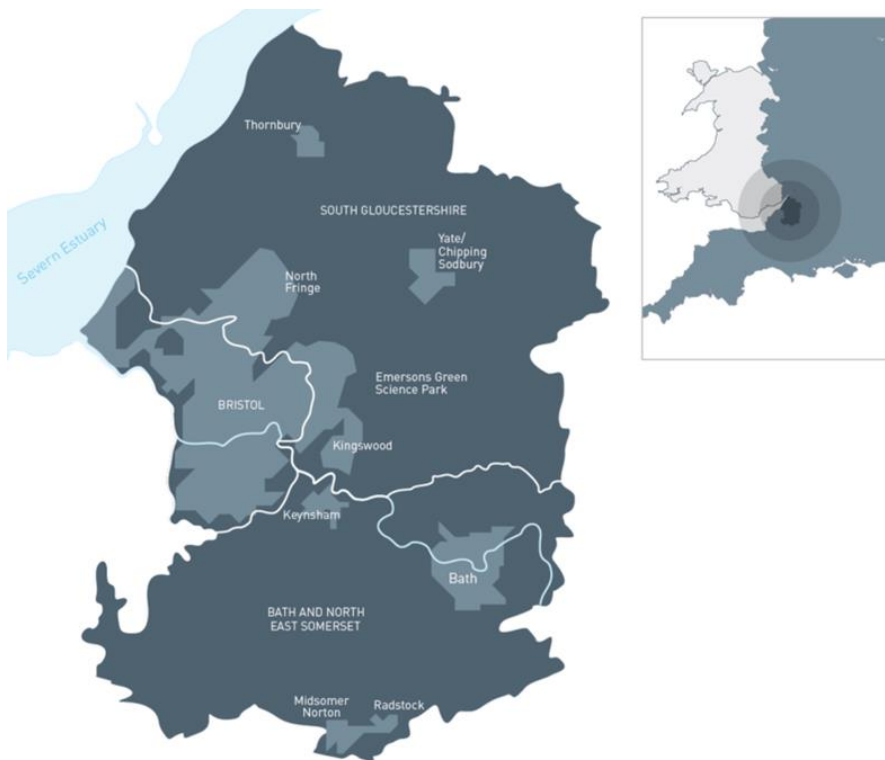
Glossary

Framework Agreement	The Framework Agreement entered into between WECA and the Supplier including these Conditions, the Specification, the Pricing Document, the Invitation to Tender, the Supplier's responses to the Invitation to Tender, any relevant Work Package Brief, any relevant Proposal and the Information provided in the NEC4 Framework Agreement Contract.
Bidder/Bidders/You/Your	The organisations seeking to win a place on the Framework Agreement.
Supplier/Suppliers	The organisations named in the eventual Framework Agreement
WECA	West of England Combined Authority
Participating Authorities	Any of the following, namely WECA, Bristol City Council, Bath and North East Somerset Council, North Somerset Council and South Gloucestershire Council.
Client	Any Authority commissioning work through the Framework Agreement.
The Portal	www.supplyingthesouthwest.org.uk
Work Package	Individual pieces of work commissioned by the Participating Authorities under this Framework Agreement.
Work Package Brief	The document setting out the detailed requirements and terms for each piece of work (Work Package) commissioned under this Framework Agreement which must be completed by the Participating Authorities when they commission any services from the appointed Supplier.

West of England Combined Authority Information

The West of England is one of the UK's most prosperous regions with an economy worth over £31 billion a year. A net contributor to the national purse, with a population of over 1 million and over 43,000 businesses, our region competes on a global scale.

The West of England Combined Authority (WECA) is made up of three of the local authorities in the region – Bath & North East Somerset, Bristol and South Gloucestershire. Working with our partners including the West of England Local Enterprise Partnership, North Somerset Council and other partners, our aim is to deliver economic growth for the region and address some of our challenges, such as productivity and skills, housing and transport.



WECA is chaired by Tim Bowles (Conservative), the West of England Mayor, who was elected in May 2017. He and the Combined Authority have been given powers over spending, previously held by central government, on the region's transport, housing, adult education and skills.

Scrutiny and Audit Committees have been established to scrutinise and hold to account the new Combined Authority and West of England Mayor.

WECA will also provide support to the West of England LEP Board and to the West of England Joint Committee, which includes North Somerset Council.

WECA has the following funding to support delivery over the next 30 years:

1. Investment Fund (gainshare): This fund, which is 50% capital and 50% revenue, amounts to £30m per year for 30 years (subject to 5 yearly government gateway reviews)
2. Transforming Cities Fund (TCF): The West of England Combined Authority has also secured £103m TCF, (which has to be spent by March 2023), to deliver strategic transport enhancements in the region

In addition to the £1 billion over 30 years agreed in the devolution deal, we have secured circa £100 million in extra funding for the region and have applied for other significant funding streams, such as the Housing Infrastructure Fund.

www.westofengland-ca.gov.uk

1. Scope of the Contract

The West of England Combined Authority, in collaboration with Bristol City Council, North Somerset Council, South Gloucestershire Council and Bath and North East Somerset Council, is establishing a four-year Professional Services Framework Agreement to support our regional infrastructure projects.

This Framework Agreement will have a single lot incorporating 34 specialisms, ranging from transport to Green Infrastructure.

It is our intention to award three Suppliers a place on the Framework agreement (except in the unlikely event that two Suppliers are within 1% of winning third place, in which case we reserve the right to include a fourth Supplier). Each Supplier is expected to have multi-disciplinary capability or access to deliver the contracts/work packages granted under the Framework Agreement.

It is estimated that the Framework Agreement will have a value of between £24m and £40m over the four-year term.

Please see the full specification in Volume Two for further details.

The Framework Agreement will also be open to the following authorities, who may utilise the Framework Agreement to supplement any existing arrangements, if required.

Bournemouth Christchurch and Poole Council
Cornwall Council (County Unitary)
Devon County Council
Dorset County Council
Gloucestershire County Council
Plymouth City Council
Borough of Poole
Somerset County Council
Swindon Borough Council
Torbay Council
Wiltshire County Council (County Unitary)

The spend from these authorities is likely to be in the region of £5m over the term of the Framework Agreement.

2. Timetable of Key Dates

- 2.1 Set out below is the proposed procurement timetable. This is intended as a guide and whilst WECA does not intend to depart from the timetable it reserves the right to do so at any stage.

09/07/2019	ITT issued to Bidders
02/08/2019 13:00	Closing date for clarification questions to be submitted
09/08/2019	The Authority responds to clarification questions
28/08/2019 13:00	Closing date and time for receipt by the Authority of tenderers responses to the ITT
11/11/2019	Award decision made, and standstill letter issued
22/11/2019	Expiry of standstill period
06/12/2019	Contract award concluded
01/01/2020	Commencement Date of Contract

3. Bidder's Responsibility

- 3.1 It is the responsibility of the Bidder to satisfy themselves as to the nature, extent and circumstances of the services to be provided and satisfy themselves as to their ability to fulfil the requirements.
- 3.2 Bidders will be taken to have, by their own examination of the contract documents, satisfied themselves as to the full requirements of the Framework Agreement.
- 3.3 Bidders should be aware that WECA envisages that the successful Bidders should mobilise to provide the services required under the Framework Agreement 4 weeks after the date of Framework award.

4. Clarifications

- 4.1 WECA may wish to make enquiries of your existing customers and/or require further information of you at any stage during the selection process.
- 4.2 WECA reserves the right to clarify any element of the submitted tender.
- 4.3 WECA may reject non-compliant tender responses. Non-compliant tenders may include, but will not be limited to, late responses, qualified bids, or bids that do not follow the requested format.

5. Anti-collusion Certificate

- 5.1 You must complete the Anti-Collusion Certificate found in Volume 2, Part 7. If you do not do so, WECA reserves the right at its own choice and without consulting you either to reject the tender or to treat you as having agreed, by submitting your tender, to bind yourself to the Anti-Collusion Certificate as though you had completed it. You should also note that WECA will regard the lodging of a false Anti-Collusion Certificate as grounds justifying immediate rejection of your tender without further reference to you or for immediate termination of the Agreement with you in the event of a successful tender.

6. Transfer of Undertakings and Protection of Employment Regulations

- 6.1 WECA is assuming that the European Acquired Rights Directive No 77/187 and/or the Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”) will not apply to this contract. However, it shall be at the successful Bidders risk whether TUPE may apply or not.

Bidders should however seek their own professional advice in order to form their views on the question of TUPE.

To facilitate this please find the incumbents contact details:

Paul Bufton
Jacobs Engineering Group
2 Glentworth Court
Lime Kiln Close
Stoke Gifford
Bristol
BS34 8SR

Paul.Bufton@jacobs.com

7. Monitoring

- 7.1 The successful Bidders are required to collaborate with WECA over the Framework period to achieve continuous improvement in the quality and delivery of the services in accordance with the Authorities obligations under Part 1 of the Local Government Act 1999.

8. Freedom of Information Act

- 8.1 Bidders should note that the Authority is subject to the ‘Freedom of Information Act 2000’ and provisions are in force allowing any person access to information held by the Authority. There are limited exemptions to this. The exemptions include information, the disclosure of which would be an actual breach of confidence or likely to prejudice the commercial interests of any person, or information that constitutes a trade secret. Tenderers are requested to state which part, if any, of the information supplied with their tenders is confidential or commercially sensitive or should not be disclosed in response to a request for information. Where Bidders state that any information is confidential or commercially sensitive, they must also state why they consider the information to be confidential or commercially sensitive. Bidders statements will be considered in the context of the exemptions provided for under the Act and the Authority is unable to give any guarantee that the information in question will not be disclosed.

9. Transparency

- 9.1 Bidders and those organisations who bid should be aware that if they are awarded a place on the Framework Agreement, the resulting Work Packages commissioned by Participating Authorities will be published under the government transparency policy. To view details of what must be published, see the Local Government Transparency Code 2015 at the link below.

[Local Government Transparency Code 2015](#)

- 9.2 All Authorities are required to publish details of all expenditure over £500 made to its suppliers and all contracts and Framework Agreements over £5000.

Details will be published on the Participating Authority's website and the government's transparency website (Data.gov.uk) and Contracts Finder.

- 9.3 In submitting a tender, the Bidder accepts the Authority's right to publish details of expenditure as well as information contained within the Bidders tender.

10. Whistleblowing

- 10.1 The place on the Framework will be terminated if the Bidder or anyone on its behalf bribes or tries to bribe anyone in connection with any aspect of the tender process or commits an offence under the Prevention of Corruption Acts 1889-1916.
- 10.2 There are stringent similar provisions under both UK and European law in respect of money laundering and misconduct in respect of European funding.
- 10.3 WECA takes these issues very seriously. It encourages all Bidders to contact the Procurement team if any authority representative, employee or other Bidder or potential Bidder approaches them and either attempts to engage them in any such activity or infers that they could do so.
- 10.4 You should not attempt to canvass any Member or Officer of any Participating Authority about your tender or try and obtain confidential information relating to the service or the tendering process from anyone associated with the Framework or from any other past or present contractor to the Authority. If you do so your tender is likely to be rejected.

11. Instructions to Bidders

- 11.1 Tenders must be submitted in accordance with the following instructions. Any tenders not complying with the requirements of the tender in any way may be rejected by the Authority, whose decision in the matter shall be final.
- 11.2 Whilst all information you need to submit a compliant tender is included in this document you may wish to familiarise yourself with the OJEU Open Procedure.

- 11.3 Bidders should read the instructions and guidance carefully before completing the tender documentation. Failure to comply with these requirements for completion and submission of the tender response may result in the rejection of the tender.
- 11.4 All tender documents must be completed in their entirety. The Bidders who are awarded a place on the Framework will be required to sign further documentation in the form of the NEC4 Framework Agreement.
- 11.5 By submitting a tender, you will be taken to have agreed that your tender will remain open for acceptance for a minimum of 120 days from the closing date.
- 11.6 Bidders may modify their submission prior to the deadline for receipt. Bidders may withdraw their submission at any time prior to accepting the notification of award.
- 11.7 Tenders must not:
- Be qualified;
 - Be conditional;
 - Be accompanied by statements which could be construed as rendering them equivocal and/or placed on a different footing to those of other tenders.
- Only tenders submitted without qualification strictly in accordance with these instructions will be accepted for consideration. WECA's decision on whether or not a tender is acceptable will be final and the Bidder concerned will not be consulted. If a tender is excluded from further consideration the Bidder concerned will be so notified.
- 11.8 If WECA suspects that there has been a technical or arithmetical error in the submission, it reserves the right to seek such clarification as it considers necessary from that Bidder only.
- 11.9 All clarifications either by the Bidder or WECA must be made via the Portal only.
- 11.10 All clarification questions must be received no later than 02/08/2019 13:00 to allow time within the Invitation to Tender period for a detailed response to be distributed.
- 11.11 The majority of clarifications will be shared with all Bidders, only clarifications that are commercially sensitive to one Bidder will be kept private.
- 11.12 All documentation supplied by the Authority shall remain its property and confidential to it. Bidders may not without the Authority's written consent at any time use for your own purposes or disclose to any other person (except as may be required by law) the tender or contract documents or any information or material which the Authority may make available to Bidders all of which shall remain confidential to the Authority.
- 11.14 WECA shall not be liable for any loss or expense incurred by any Bidder in the production of the tender or as a result of its decision not to award a place on the Framework to any Bidder.

11.15 WECA reserves the right to accept or reject any written tender and to abort the tender process and reject all written tenders at any time prior to award of contract without incurring any liability to the affected Bidders. WECA is not bound to accept the lowest or any tender response made as a result of this invitation and reserves the right to accept all or part of an offer, unless the Bidder expressly stipulates to the contrary.

12. Completing the Invitation to Tender

- 12.1 These instructions are designed to ensure that all Bidders are given equal and fair consideration. It is important therefore that Bidders provide all the information asked for in the format and order specified. Please do not make changes to any part of the tender document. Failure to adhere to this request may invalidate your tender.
- 12.2 You must complete the Invitation to Tender in English and in the format outlined in the Format of Tender (Volume One, 15) unless you are choosing to submit the European Single Procurement Document (ESPD) in the place of parts 1 and 2 of the Supplier Selection Questionnaire (SQ) and return it via the online procurement portal, to arrive not later than the date specified on the front page. If you do choose to submit the ESPD, please ensure you also respond to Part 3 of the SQ.
- 12.3 You should provide your responses to the questions in Volume Two in the areas below the questions.
- 12.4 Where a word limit has been indicated for a specific response, please do not exceed this limit. Where a response exceeds the number stated in the question, the additional words will not be read and will be disregarded from the evaluation.
- 12.5 Where a word limit has been indicated, the Bidder should add their word total at the end of each response. Should you need to add any document to amplify any word limit response, the word count of the document would have to be within the specified word count. Random checks will be made by the Authority.
- 12.6 Tenders should be submitted in pounds Sterling and exclusive of Value Added Tax (VAT).
- 12.7 If there is any question in the tender documentation you cannot answer or any requested information you cannot provide, you should give a full explanation as to why within your tender documentation.
- 12.8 Please do **NOT** submit your tender as one PDF file or provide your responses to method statements or other questions in PDF files. This makes the evaluation process very difficult.
- 12.9 You are strongly encouraged to review the documents in their entirety before commencing completion, paying special attention to the Pass/Fail elements, which may lead to your tender being rejected.

13. Pricing Schedule

- 13.1 The pricing schedule can be found at Part Six – Volume Two.
- 13.2 Please sign and date the pricing schedules. Electronic signatures are accepted following the Electronic Signatures Directive 1999.
- 13.3 Prices must be kept open for a period of 120 days from your submission.
- 13.4 Prices quoted shall be exclusive of VAT.

14. Communication and Clarification

- 14.1 WECA is utilising an electronic tendering tool to manage this procurement and communicate with Bidders with the contract being awarded using The Portal ‘Supplying the South West’.
- 14.2 During the tender process, any communication with the Authority shall be via the on-line portal. After the closing date for receipt of tenders WECA expects only to make contact with Bidders for the following purposes:
- To clarify a response or document received as part of the Bidder’s submission.
 - To inform Bidders of the award decision.
 - To agree the commencement date.
- 14.3 If you have any enquiries about the contract documentation which might have any bearing on your tender, you should raise these through the online portal within the Clarification period. Where such an enquiry has been made, the Authority will circulate a copy of the enquiry and its written reply to all Bidders but will preserve the anonymity of the enquirer.
- 14.4 Bidders should notify WECA promptly of any perceived ambiguity, inconsistency or omission in the tender documents, any of its associated documents and/or any other information issued to them during the procurement process. All questions and/or requests for information regarding this tender should be made via the on-line portal, using the messaging function.
- 14.5 Where such queries require revision of the tender/contract documents, a tender amendment shall be issued via The Portal.
- 14.6 WECA may make changes to the tender documentation with any such changes notified to the Bidder via the on-line portal as tender amendments. Where such tender amendments are issued the Authority shall extend the deadline of the tender period where significant changes are made.

- 14.7 Bidders will be notified of the outcome of their tendering according to the indicative timetable provided at 2.0 above.
- 14.8 Any tenders received after the specified deadline will not be considered unless the closing date for receipt of tenders is formally extended by the Authority and communicated. Submissions received after the closing date may be considered in exceptional cases where submission is not possible for reasons outside of the Bidders control, however this will be permitted only at the discretion of WECA and their decision on this will be final.
- 14.9 Tenders must be based upon the conditions set out in the following documents, otherwise they may be rejected technically, commercially or both on the grounds of non-compliance.
- Instructions for Tendering Volume One
 - Invitation to Tender Volume Two
 - The Specification
 - NEC 4 Framework Contract with appropriate Z clauses, as needed.(for specific Work Package contracts NEC4 FC will be supplemented with NEC 4 Professional Services Contract with appropriate Z clauses, where needed.)
 - All Appendices

(together referred to as the 'contract documentation')

- 14.10 Bidders must complete the following documents which will form part of the Framework agreement if the Bidder is successful. Failure to submit a full response to any of these documents is likely to result in your tender being deemed non-compliant.
- Completed Bidder Information (Volume 2, Part 1-3)
 - Completed Quality Submission (Volume 2, Part 4)
 - Completed Social Value Submission (Volume 2, Part 5)
 - Completed SME Spend Confirmation (Volume 2, Part 5)
 - Completed and signed Pricing Schedule (Volume 2, Part 6)
 - Completed Anti-collusion Certificate (Volume 2, Part 7)
 - Completed Certificate as to Canvassing (Volume 2, Part 7)
 - Completed Form of Tender (Volume 2, Part 7)
 - Any other certificate or information required by this ITT which is needed to remain compliant with this procurement process.

(together referred to as the 'tender documentation')

- 14.12 Any information provided that has not been asked for will not be taken into consideration.

- 14.13 Tenders will only be accepted electronically if issued on www.supplyingthesouthwest.org.uk (The Portal). Tenders will not be accepted by fax or email.
- 14.14 The tender documents must not be amended by the Bidder and no altered or erased figures should appear on the Pricing Schedule.
- 14.15 The submission of a tender by the Bidder is deemed to mean that they have understood the nature and extent of the service required. No claim founded on a Bidder's failure to obtain interpretation of the Framework prior to submission of their tender will be considered.

15. Format of Tender

- 15.1 You are to submit your tender in the following format with the required information. Failure to do so may disqualify your tender.

Part/Section	Required information	Further information
Part 1, Section 1	Provider Information Bidding Model Contact Details	Complete all questions of all parts of Volume 2 Part 1 Section 1.
Part 2, Section 2	Grounds for mandatory exclusion	Please indicate your answer by marking a 'X' in the relevant box.
Part 2, Section 3	Grounds for discretionary exclusion	Please indicate your answer by marking a 'X' in the relevant box.
Part 3, Section 4	Economic and Financial Standing	Respond to all of the questions laid out.
Part 3, Section 5	Organisational relationships	Please complete this section with the detail requested.
Part 3, Section 6	Technical and Professional Ability	Please complete this section with the detail requested.
Part 3, Section 7	Modern Slavery	If appropriate please complete this section with the detail requested.
Part 3, Section 8	Additional Questions	If appropriate please complete this section with the detail requested.
Part 3, Section 9	Health and Safety and Equalities and Diversity	Please complete this section with the detail requested.

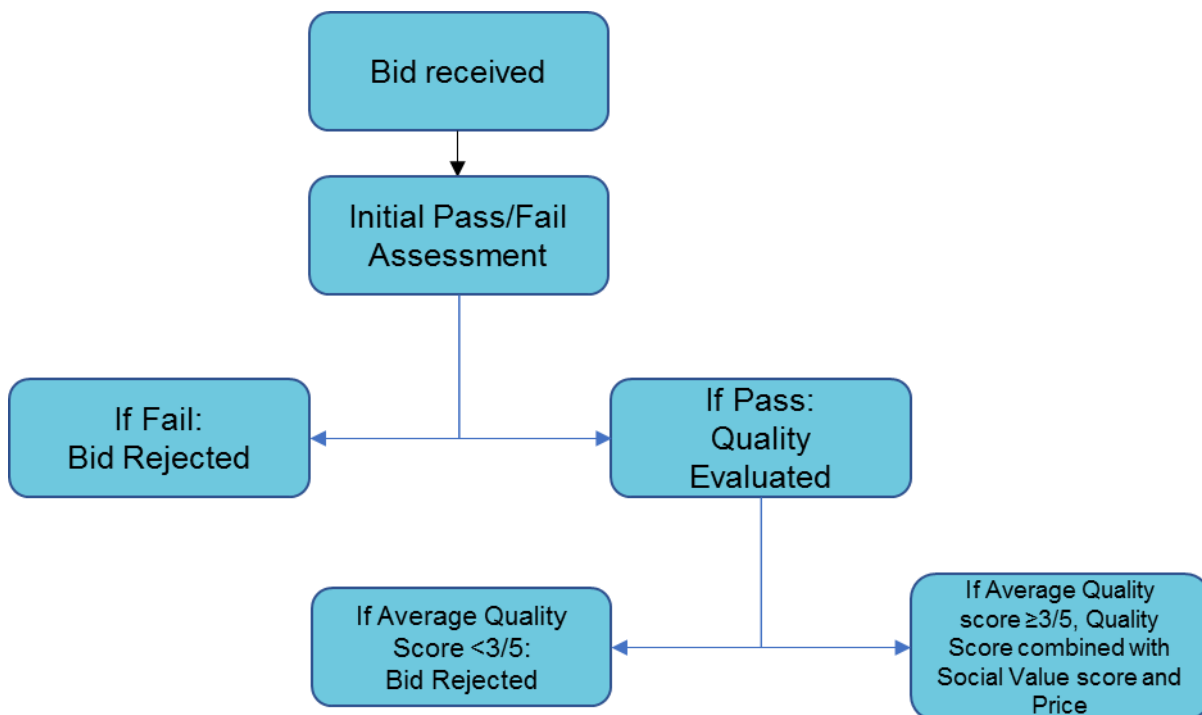
Part 4, Section 10	Specific questions to assess Technical and Professional Ability – Quality Questions	Please complete each of the areas within this section.
Part 4, Section 11	Specific questions to assess Technical and Professional Ability – Scenario Based Questions	Please complete each of the areas within this section.
Part 4, Section 12	Social Value Questions	Please complete each of the areas within this section.
Part 4, Section 13	SME Spend	Please complete each of the areas within this section.
Part 5, Section 14	Pricing Schedule	Complete, sign and submit the Pricing Schedule in the format requested.
Part 6, Section 15.	Additional Authority Requirements: Anti-Collusion Certificate Certificate as to Canvasing Form of Tender Letter	Complete, sign and submit all three documents.

16. Tender Evaluation

- 16.1 Representatives from all five participating authorities shall evaluate submissions using the published scoring methodology and evaluation criteria resulting in the most economically advantageous bids.
- 16.2 There are a number of Pass/Fail sections within this tender as indicated in Section 18, Table 3. These sections will be evaluated first before Section 9 Technical and Professional section. Any tender that fails the initial Pass/Fail sections will not have their quality submission assessed.
- 16.3 Most economically advantageous bids will be identified through the combined score of the following weighted criteria:
- 40% Quality
 - 20% Social Value
 - 40% Price
- 16.4 Quality will have weighted score of 40% and will have two elements, quality questions and scenario based quality question these can be found in Part Four of Volume 2.
- 16.5 The weighting attributed to each of these questions is given alongside.

- 16.6 To ensure a robust evaluation process, the quality element will be evaluated by subject matter experts from all five Participating Authorities.
- 16.7 To ensure a suitable quality level, **a minimum average score of 3/5 will apply.** If Bidders fail to achieve this score their bid will be rejected, and they will forfeit any further consideration in this process. Please see the evaluation sheet at 16.18 for a working example.
- 16.8 For clarity a basic outline is provided below:

High Level Evaluation Process



- 16.9 Each of the questions with the quality and social value submission will be scored using the scoring matrix shown below.

Score	Classification	Award Criteria
5	Excellent	A response that inspires confidence; specification is fully met and is robustly and clearly demonstrated and evidenced. Full evidence as to how the contract will be fulfilled either by demonstrating past experience or through a clear process of implementation.
4	Good	A response supported by good evidence/examples of the Bidders' relevant ability and/or gives the Authority a good level of confidence in the Bidders' ability. All requirements are met and evidence is provided to support the answers demonstrating sufficiency, compliance and either actual experience or a process of implementation.
3	Satisfactory	A response that is acceptable and meets the minimum requirement but remains limited and could have been expanded upon.
2	Weak	A response only partially satisfying the requirement with deficiencies apparent. Not supported by sufficient breadth or sufficient quality of evidence/examples and provides the Authority a limited level of confidence in the Bidders' ability to deliver the specification.
1	Inadequate	A response that has material omissions not supported by sufficient breadth and sufficient quality of evidence/examples. Overall the response provides the Authority with a very low level of confidence in the Bidders' ability to deliver the specification.
0	Unsatisfactory	No response or response does not provide any relevant information and does not answer the question.

- 16.10 “Requirements” are those identified within the Specification in Volume Two.
- 16.11 Social Value will have weighted score of 20%. These questions can be found in Part Four of Volume 2.
- 16.12 The weighting attributed to each of these questions is given alongside the questions and is also summarised in Section 18 of this document.
- 16.13 To ensure a robust evaluation process, the Social Value element will be evaluated by Social Value experts from at least three of the Participating Authorities.
- 16.14 Price will have a weighted score of 40%.

Please submit your pricing schedule as a separate appendix. Please make no reference in your tender documents to specific pricing. Pricing will be evaluated by Procurement only. Costs will be shared with the evaluation team once the Quality and Social Value elements have been evaluated. This will prevent any unconscious bias and ensure a robust evaluation process.

The tender with the lowest total price will receive the maximum score of 100% and the prices of all other tenders will be expressed as a percentage of the maximum score.

As an example, the table below shows 4 differing bids (column A). Column C indicates the % awarded to each of the bids dependent on how far away from the lowest bid, column E calculates it into a weighted price score. This will be dependent on the weighting indicates at Column D which is for example purposes only.

	A	B	C	D	E
Bidder	Submitted Bid (£)	Difference from Lowest Bid (£)	Unweighted Price Score %	Price Weighting %	Weighted price score %
Bidder A	£108,507	£42,822	60.54%	40%	24.21%
Bidder B	£65,685	£0	100.00%	40%	40.00%
Bidder C	£79,386	£13,701	82.74%	40%	33.10%
Bidder D	£80,813	£15,128	81.28%	40%	32.51%

- 16.15 Once the weighted quality and social value score is determined against the weighting it will be combined with the pricing score to give the total weighted score. Bids will be ranked in descending order by their total weighted score. The three Bidders with the highest overall score will be awarded a place on the Framework.
- 16.16 In the unlikely event that two Suppliers are within 1% of winning third place we reserve the right to include a fourth Supplier in the Framework agreement.

16.17 If WECA considers a Tender to be abnormally low priced and it considers that the tender price is not sustainable, it reserves the right to challenge how the Bidder can deliver the expected quality at that price. If the Authority is satisfied that the tender price is indeed unsustainable, then it is at liberty to reject the tender. A similar principle applied to Tenders considered abnormally high.

16.18 The outline evaluation model that will be used is included below:



Evaluation
Model.1.xlsx

17.0 Submission of Tender - Electronic Tendering

17.1 WECA is utilising an electronic tendering tool to manage this procurement and communicate with Bidders. Accordingly, there will be no hard copy documents issued to Bidders and all communications with the Authority including the submission of Bidders responses will be conducted via The Portal.

17.2 Please allow sufficient time to upload documentation. It would be unwise to commence uploading documents less than two hours before the deadline. If you experience any technical difficulties in the lead up to the deadline, please contact John Calwell on 0117 456 6965.

17.3 Pro Actis who provide The Portal also offer supplier support. For all support issues Bidders must in the first instance log their query via the following email:

- procontractsuppliers@proactis.com

If the query is of a time sensitive nature they also have an Emergency Contact number:

- 0330 0050352

In the first instance Bidders should log their call using the email address provided

17.4 It is the Bidders responsibility to ensure that all documents are uploaded on time. The e-tendering system 'Pro Contract' will hold all the information that Bidders upload securely until the Tender opening date.

18.0 Method of Evaluation

18.1 This section seeks to clarify further how each of the sections in Volume Two will be evaluated i.e. whether they are scored or constitute a Pass/Fail. For avoidance of doubt, any response that fails, in a Pass/Fail question, may result in a Bidder being excluded from the process.

Key Section Question/s	Outline	Level
Part 1 Section 1	Potential Supplier Information	This section should be completed accurately. This section will not be scored.
Part 2, Section 2	Grounds for Mandatory Exclusions	The Authority may exclude any Bidder who answers 'Yes' to any of the questions.
Part 2, Section 3	Grounds for Discretionary Exclusion	The Authority may exclude any Bidder who answers 'Yes' to any of the questions.
Part 3, Section 4 & Section 5	Economic & Financial Standing (self-certification)	Please refer to 18.4 below for more detailed Economic and Financial evaluation guidance. This is a Pass/Fail requirement.
Part 3, Section 6	Technical and Professional Ability	The responses will be judged on their relevance to this Contract opportunity. Please see the body of the question for details. This is a Pass/Fail requirement.
Part 3, Section 7	Modern Slavery Act	The Authority may exclude any Bidder who answers 'No' to 7.2.
Part 3, Section 8	Insurance (self-certification)	Minimum: Employers Liability £5m Million Public Liability £5m Professional Indemnity £10 Million This is a Pass/Fail requirement.

Part 3, Section 9		Health and Safety	<p>The Authority may exclude any Bidder who answers 'No' to 9.1</p> <p>The Authority reserves the right to exclude a Bidder who scores less than 2 for Question 9.2.</p> <p>This is a Pass/Fail requirement.</p>
Part 3, Section 9		Equality and Diversity	<p>Questions 9.3 & 9.4 – Please see Additional guidance with regards to Equalities & Diversity in Section 18.3 of this document.</p> <p>This is a Pass/Fail requirement.</p>
Part 4, Section 10 & 11.		Quality Questions	<p>Using the scoring matrix at 16.5 each of the responses to Questions 10.1, 10.2, 10.3, 10.4, 11.1, 11.2 11.3 and 11.4 will be scored by a panel of evaluators and weighted accordingly.</p> <p>See Table 2 below.</p>
Part 5, Section 12		Social Value Questions	<p>Question 12.1 is a Pass/Fail requirement.</p> <p>Using the scoring matrix at 16.5 each of the responses to questions 12.2 & 12.3 will be scored by a panel of evaluators and weighted accordingly.</p> <p>See Table 2 below.</p>
Part 6, Section 13		SME Spend	<p>Question 13.1 is a Pass/Fail requirement.</p>

Some of the questions/sections detailed in Table 1 that are scored have also been weighted, those weightings are as follows (Table 2) and will be used in producing the overall quality score.

Table 2

Key Section Question/s	Outline	Weighting %
Part 4, Section 10 & 11	Technical and Professional Ability – Quality Questions & Scenarios	
10.1	Time/Quality/Cost Management	5%
10.2	Capacity	5%
10.3	Contract Management	5%
10.4	Clean Growth	5%
11.1	Scenario 1	5%
11.2	Scenario 2	5%
11.3	Scenario 3	5%
11.4	Scenario 4	5%
	Total Score	40%

Key Section Question/s	Outline	Weighting %
Section 4, Section 12	Social Value – Questions to evaluate experience and approach to Social Value	
12.1	Commitment and Approach	10%
12.2	Social Value Priorities	10%
	Total Score	20%

18.3 Additional guidance with regards Equalities & Diversity

Please provide a copy of your equality and diversity policy. Your policy will be assessed using the following criteria:

- Inclusion of all 9 protected characteristics specified in the Equality Act (age, disability, race, religion or belief, sexual orientation, pregnancy and maternity, marriage or civil partnership, sex, gender reassignment)
- A statement of acknowledgement of compliance with responsibilities under the Equality Act 2010
- A statement of how equality issues are being considered by the organisation in both employment and service delivery
- A statement of how equality issues are reviewed or monitored in the organisation, including the overall responsibility for the implementation of the policy

- An action plan on how equality issues are being improved across the organisation.

A point will be awarded for each fulfilled criteria which is evident in your policy. **The pass mark for this is 3/5.**

18.4 Additional guidance with regards to the Financial Evaluation

The key objective of financial appraisal is to analyse a Bidder's financial position and ability to carry out this contract. A range of factors needs to be considered as part of the appraisal and various financial statistics, ratios and figures analysed. Once the appropriate data has been obtained a professional judgement must then be applied to the issues.

In the first instance, Bidders will simply be asked to confirm that they have a turn over that exceeds £6.6m per year and they are able to provide additional details of financial statues. If they do, their full submission will go on to be evaluated.

After evaluation if the Bidder is placed within the top three, and therefore likely to be offered a place on the Framework, WECA conduct the following process.

The Bidder will be requested to submit evidence of their economic and financial standing which will be assessed by WECA prior to the final framework award.

If the Bidder fails to supply the required evidence within the set timescale, or the evidence proves unsatisfactory, the award of the contract will not proceed to that Bidder. WECA has the right to then choose to amend its award decision and award Bidder below in the ranking, provided that they have submitted satisfactory evidence. Alternatively, WECA may terminate the procurement process.

Failure to meet the minimum level and/or minimum financial threshold set out below will result in the tenderer being disqualified from any further participation in this process.

Economic and Financial Standing

The organisation must be in a sound financial position to participate in the procurement. When undertaking the financial assessment WECA looks at the two most recent sets of Bidder's accounts [one if PAS91], which shows three years of financial information [two if PAS91], along with those of any parent company (if applicable and acting as guarantor).

The financial assessment is conducted in 2 stages.

Stage 1:

WECA has four key minimum requirements for financial considerations. If a Bidder fails to meet 2 or more of the 4 requirements their bid will be excluded from further

consideration. They will not proceed to stage 2 of the Economic & Financial Standing assessment.

The 4 requirements are:

1. In accordance with regulation 16 (7) of the Regulations, which relates to the contract limit, which is the maximum contract value that a tenderer should be expected to tackle within its financial capacity.

WECA will use a notional calculation to calculate the minimum required turnover of the Bidder in order to confirm whether the Bidder is large enough to perform their duties on the Framework. This turnover threshold is applied by matching the tenderers turnover figure in their latest set of accounts, with the forecasted maximum annual spend value with any one of the three Framework suppliers.

For this Framework, this calculation is as follows:

Total Maximum Framework Value	£40,000,000
Four Year duration so Annual Value	£10,000,000
Three Framework Suppliers, so maximum spend per Supplier per year.	£3,333,333
Multiplied by two	£6,666,666
Rounded down	£6,600,000

If the Bidders turnover figure is less than £6.6m it is unlikely that the Bidder on its own, has adequate resources to perform the services.

WECA acknowledges that the nature of a Framework means that an accurate annual spend values per Supplier are difficult to forecast, and in reality the spend values may be higher or lower than stated in the table above. At this stage it is difficult to predict, so we have followed the principle detailed in the [Regulations](#).

By exception, the further full financial assessment may take place if a parent company guarantee or bond or deed should be obtained, provided the parent itself is suitable.

2. The Acid Test Ratio is a measure of financial strength, which excludes stock so that only liquid assets are included. This addresses the question of whether the Bidder has enough current liquid assets to meet the payment schedule of its current debts with a margin of safety for possible losses in current assets. There will be a minimum requirement for an acid ratio of 1 to score.
3. If a Bidder is showing continual losses in their accounts this will be deemed a fail.
4. If the net worth of a Bidder is in a negative position this will be deemed a fail.

Stage 2:

If a Bidder passes at least 3 of the 4 key criteria a full financial assessment will take place, this will include selected ratio analysis of account figures, any CCJ's a Bidder may have against them, and any adverse information on company Directors. The Experian check provides averages for the industry, CCJ's, director information and a Commercial Delphi Score (risk rating) which is incorporated into the financial assessment.

Each ratio and other criteria will carry a points score of "0" for fail and "1" for pass, points are then tallied to give an overall score, this is then matched to a predetermined risk-based scoring model where tenderers will be assessed as low, medium or high risk.

The final decision regarding the acceptability of the Bidders financial standing relies on a degree of professional judgement from WECA. If WECA decides that the financial standing of the Bidder is such that it does not have the ability to perform the Framework and represents an unacceptable risk to the Authority then the Bidder will be excluded from further consideration in this process.

The minimum levels relating to economic and financial standing for this tender process are summarised below:

Minimum Turnover required	£6.6m/PA
Acid Test Ratio	1.0
Losses	Accounts must not show continual losses
Net Worth	Net worth must be positive

Please see embedded scoring template demonstrating WECA's Economic & Financial standing assessment process.



Goods Services
Financial Assessment

19.0 Collaboration Arrangements

- 19.1 The resources, range and depth of skills needed to deliver this Framework are such that organisations may wish to collaborate. The possible methods for such collaboration are considered below.
- 19.2 Collectively, each entity that wishes to bid (whether it is a single entity, the lead partner or a joint and several liability consortium) is referred to as a "Bidder". The Bidder is

responsible for ensuring that the bid submission is fully completed, and the required information provided in respect of consortium members (as appropriate).

- 19.3 A consortia proposal requires either a clear lead organisation with whom the Authority will contract or evidence of a consortia structure where all members are joint and severally responsible for the performance of the Framework, in which case all consortia members will sign the Framework
- 19.4 The following models of collaborative arrangements are indicative of possible collaborative working arrangements:
- Lead partner consortium
 - Joint and several liability consortiums.
 - Sub-contracting
- 19.5 **Lead partner consortium:** A lead partner consortium is a consortium of organisations who are working together to bid for, and if successful, gain a place on the Framework. One partner will enter on to the Framework, on behalf of the other consortium members, and will be the conduit by which the Framework is delivered by the consortium members. Accordingly, in this scenario, the lead partner is solely liable for the delivery of Work Packages commissioned through the Framework. The other consortium members are effectively sub-contractors to the lead organisation.
- 19.6 The technical capability of a consortium will be an amalgamation of the capability of individual members. In this approach, the lead organisation will need to have the financial capacity to meet the minimum financial threshold.
- 19.7 Consortia members should consider various issues early on in the commissioning and procurement process to identify if a consortium route is the appropriate way forward and whether they are prepared to meet the various requirements detailed in these documents.
- 19.8 It is for the consortium members to assess whether their proposed partners have the capacity and capability likely to be able to deliver the potential Work Packages commissioned under the Framework. This is not the responsibility of the Authority.
- 19.9 **Joint and several liability consortia:** When a Work Package is commissioned under the Framework, the individual authority will have a contractual relationship with all members of the consortium. It is usual for one consortium member to be nominated to co-ordinate the consortium bid – which may be referred to as the lead organisation. However, in these circumstances, the lead is for administrative purposes only and all members of the consortium are equally responsible for the delivery of the Framework.
- 19.10 The cumulative strength of both the financial and technical capability is assessed at this stage.

- 19.11 Whilst there is a lead/administrative partner for bid co-ordination purposes, this organisation is not solely liable as the Authority signs the Framework Agreement with all the members of the consortium; thus all members are jointly and severally liable.
- 19.12 **Sub-contracting:** This is where the Authority contracts with one provider (the lead provider) and the relationship in respect of Work Package delivery is with that provider only. The provider then enters into sub-contracting arrangements with various suppliers for which the provider is then responsible in respect of Work Package delivery. The provider is responsible for the delivery of the Work Package whether or not they are providing the service themselves or if they have sub-contracted it out.
- 19.13 It should be noted that the ultimate responsibility for any sub-contracted obligations would always rest with the Bidder. It is recognised that arrangements in relation to sub-contracting may be subject to future change. However, Bidders should be aware that where, in the opinion of the Authority, sub-contractors are to play a significant role, any changes to those sub-contracting arrangements may constitute a material change for the purposes of procurement law, and therefore may affect the ability of the Bidder to proceed with the procurement process and/or to perform their duties under the Framework Agreement. For the avoidance of doubt, in the event that the Authority considers that such a change constitutes a material change for the purposes of procurement law, then the Authority reserves the right to disqualify the Bidder from the procurement process.
- 19.14 There is an expectation with this model that only minor and / or specialist elements of the service will be sub-contracted; i.e. the lead provider will deliver the core elements of the service.
- 19.15 The commissioning Authority will make payments to the provider; that provider is responsible for payments to its sub-contractors. However, the would expect payments to sub-contractors to mirror the payment conditions to the provider.
- 19.16 The Authority would not usually expect to see evidence of the administrative arrangements between the provider and sub-contractor, however, may wish to see evidence of performance monitoring, due diligence and subcontractor agreements and/or policies.
- 19.17 Whilst the commissioning Authority does not have a contractual arrangement with the sub-contractors, it does reserve the right to veto a choice of sub-contractor, if they are deemed to be unacceptable or inappropriate.
- 19.18 It is expected that successful Suppliers will have signed up to the Prompt Payment Code and/or will be willing to report to WECA their Sub-Contract payment performance.

