**For the Delivery of a 12-month e Scooter Trial in the West of England**

**Commencing:** 01/09/2020

**Contract Term**: 12 Months

**Please submit by:**07/08/2020 Midday

**Project REF:**DN 488926

**OJEU REF:**

**Volume One**

Instructions to Tender

Tender submission guide

Evaluation Model

**NOTE:** Before preparing to submit a bid, you are advised to complete the SSC document. The SSC will determine whether you are eligible to submit a bid. The SSC asks eligibility criteria set by DfT and WECA on a Pass / Fail basis which is followed by questions which are either mandatory or discretionary grounds for exclusion.

**Invitation to Tender**

**Date:**  24/07/2020

 Dear Sir, Madam

**TENDER INVITATION**

E Scooter 12 Month Trial in the West of England

 I have pleasure in enclosing the following documents in order that you may submit a tender for the above contract:

A downloadable copy of the Invitation to Tender document Volumes One and Two and three.

Volume 1 being the instructions

Volume 2 Selection Questionnaire

Volume 3 being the Form of Tender and Qualification sections.

A set of Appendices in Volume 3

Appendix A – Specification of Requirements

Appendix B – Pricing Schedule for LOT1

Appendix C – Pricing Schedule for LOT2

Appendix D – Investment Level

Appendix E – Terms and Conditions Part A and Part B

 Bidders are advised that a tender shall only be considered when;

* all requirements of the tender documentation are completed and returned
* It has met all of the eligibility and mandatory requirements
* it is submitted back to WECA using The Portal no later than **Midday on 14/08/2020**
* it is accompanied by an undertaking which shall become a condition of the contract that the amount of the tender has not been calculated by agreement or arrangement with any other person other than the authority and that the amount of the tender has not been communicated to any other person until after the closing date for the submission of tenders (see Certificate of Non-Collusion).

You are required to hold all information pertaining to this contract confidential and to limit the dissemination of information within your organisation on a need-to-know basis.

Yours faithfully

Andrew Brentley MCIPS

Procurement Business Partner

ON BEHALF OF THE WEST OF ENGLAND COMBINED AUTHORITY

**Contents**

1. Scope of Contract

2. Timetable of Key Dates

3. Bidder’s Responsibility

4. Clarifications

5. Anti-collusion Certificate

6. TUPE

7. Monitoring

8. Freedom of Information Act

9. Transparency

10. Whistleblowing

11. Instructions to Bidders

12. Completing the Invitation to Tender

13. Pricing Schedule

14. Communication & Clarification

15. Format of Tender

16. Tender Evaluation

17. Submission of Tender – Electronic Tendering

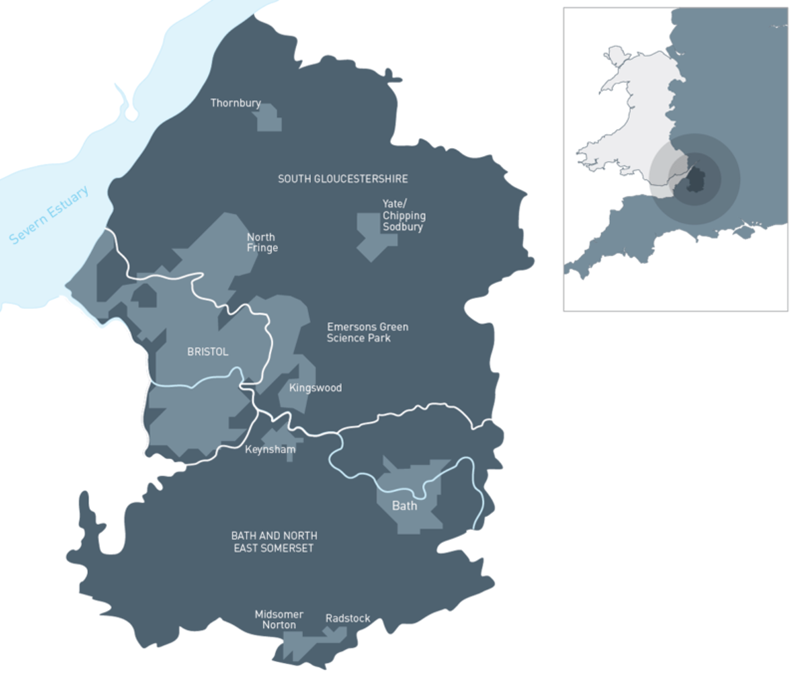
18. Method of Evaluation

19. Collaboration Arrangements

**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 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 £1billion 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](http://www.westofengland-ca.gov.uk)

**1**.Scope of the Contract

The West of England Combined Authority (WECA) is pleased to invite bidders to take part in an exciting opportunity to run an e-scooter trial within the West of England. This e-scooter trial represents an opportunity to understand the potential role of e-scooters in the mobility ecosystem of the West of England.    
   
As part of a green and healthy recovery from COVID 19, the Secretary of State for Transport announced the acceleration of e-Scooter trials for 2020. The Department for Transport (DfT) issued further guidance for undertaking e-scooter trials on the 30 June 2020 and this guidance and any subsequent national guidance and/or legislation will also directly inform the design, implementation and operation of the trial. Please see the below link to DfT legislation and e-Scooter guidance:

<https://www.gov.uk/government/publications/e-scooter-trials-guidance-for-local-areas-and-rental-operators/>The opportunity is a trial concession arrangement to operate an e-scooter trial in the West of England Combined Authority area. The trial concession arrangement is below the threshold for the Concession Contracts Regulations 2016 (CCR2016) and accordingly the WECA have elected to issue an OJEU notice voluntarily in order to facilitate cross border interest in the Trial. The procurement process will adhere to the relevant principles of the CCR2016 and the procurement timetable and process itself is predicated on an equitable but flexible approach. 

**2.** **Timetable of Key Dates**

* 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.

|  |  |
| --- | --- |
| **Date** | **Activity** |
| 24/07/2020 | ITT issued to Bidders |
| 06/08/2020 | Closing date for clarification questions to be submitted |
| 10/08/2020 | The Authority responds to clarification questions |
| 14/08/2020 (Midday) | Closing date and time for receipt by the Authority of  tenderers responses to the ITT |
| 03/09/2020 | Award decision made, and voluntary standstill letter issued |
| 09/09/2020 | Expiry of voluntary standstill period |
| 10/09/2020 | Contract award concluded |
| 03/09/2020-17/09/2020**\*** | Commencement Date of Contract |

**\***. We are including a standstill period on a purely voluntary basis, due to the criticality of the timeframes connected to this project and the mobilisation period we may continue inception discussions with the preferred bidders.

**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 specification, guidance from DfT and concession contract terms.

3.3 Bidders should be aware that WECA envisages that the successful Bidder(s) should mobilise to provide the services required under the concession contract within 7-14 days after the date of contract 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, SSC PART 4. 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 post Trial**

6.1 This concession contract is strictly for the provision of a 12-month trial in the West of England region. 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.

**7. Monitoring**

7.1 The successful Bidder(s) are required to collaborate fully with WECA, the participating authorities (Highways Authorities) and the Department for Transport (DfT) over the Contracted Trial period to achieve continuous improvement in the quality and delivery of the services to ensure all obligations and conditions set by DfT for the purposes and objectives of this trial are met.

**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 pilot WECA and the Authorities may be required to publish information about the trial under the government transparency policy. To view details of what must published, see the Local Government Transparency Code 2015 at the link below.

[Local Government Transparency Code 2015](https://www.local.gov.uk/our-support/guidance-and-resources/data-and-transparency/local-transparency-guidance)

9.2 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 trail contract 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 it 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 Trial Contract 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 Before preparing to submit a tender you are advised to complete the SSC document. The SSC will determine whether you are eligible to submit a bid. The SSC asks eligibility criteria set by DfT on a Pass / Fail basis which is followed by questions which are either mandatory or discretionary grounds for exclusion.

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.

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. WECAs 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 06/08/2020 at midday 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 contract 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 SSQ in the format outlined in the SSQ Volume Two and the ITT in VOLUME Three and return it via the online procurement portal, to arrive not later than the date specified on the front page.

12.3 You should provide your responses to the questions in Volume Three in the areas below the questions. Please note due to the timescales associated with this project we cannot accept responses to questions in any other format.

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. Due to timescales involved with the evaluation process we need you to keep responses succinct.

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 work 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. Please note that submitting a brochure will not be considered a bona fide tender and therefore will forfeit evaluation.

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 schedules can be found in Volume Three LOT 1 Appendix B

LOT 2 Appendix C

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
* SSQ Requirements Volume Two
* Invitation to Tender Volume Three
* The Specification Volume Three Appendix A
* Pricing Schedule LOT 1 ~Volume Three Appendix B and / or,
* Pricing Schedule LOT 2 – Volume Three Appendix C
* Concession Terms and Conditions Volume Three Appendix D
* All remaining Appendices

(together referred to as the ‘contract documentation)

14.10 Bidders must complete the following documents which will form part of the Trial Contract 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.

* Eligibility Questionnaire SSQ Volume Part 0
* Completed SSQ Volume 2 PARTS 1-3
* Completed Quality Submission Volume 3 (Questions 1-13)
* Completed and signed Pricing Schedule Volume 3 Appendix B or C or both
* Completed Non-Collusion Declaration (Volume 2, Part 4)
* Certificate as to Canvassing (Volume 2 Part 5)
* Completed Form of Tender (Volume 3)
* 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](http://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 Trial Contract prior to submission of their tender will be considered.

**16. Tender Evaluation**

16.1 Representatives from all four participating authorities (WECA, B&NES, Bristol CC, South Gloucs) 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 contained within the SSQ Document (Volume Two) . These sections will be evaluated first before evaluating your response to Volume 3 (ITT) . 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:

70% Quality (High Best)

20% Price (Low Best)

10% Value of Investment into the trial (High Best)

16.4 Quality will have weighted score of 70% quality questions can be found in VOLUME 3.

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 four Participating Authorities.

16.7 To ensure a suitable quality level, you must achieve an average quality score of 3 If Bidders fail to achieve this score their bid will be rejected, the investment amount and pricing will not be evaluated and they will forfeit any further consideration in this process.

16.8 For clarity a basic outline is provided below

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

|  |  |  |
| --- | --- | --- |
| **Score** | **Classification** | **Characteristics** |
| 0 | Unsatisfactory | No response or response does not provide relevant information and does not answer the question. The response is totally non-assessable and/or incomprehensible. Submission of a General company brochure in response to this tender and failure to directly respond to each of the specified criteria will be scored as an unsatisfactory bid. |
| 1 | Inadequate | Substantially unacceptable therefore inadequate. The response fails in several significant areas with material omissions which are not supported by sufficient breadth and sufficient quality of evidence/examples. The panel has considerable reservations as to the Bidder's proposals in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. Would represent a very high risk for the WECA. The response provides the Authority with a very low level of confidence in the Bidders’ ability to deliver the requirements detailed in the specification. |
| 2 | Weak | A response only partially satisfying the requirement with deficiencies apparent.  Response may be basic/ minimal with little or no detail provided to support and demonstrate that the Bidder will be able to provide the Services and/or some reservations in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. The response is 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. |
| 3 | Satisfactory | A response that is acceptable and meets the minimum requirement but could have been expanded upon. Some detail is provided to support the proposal but there are likely to remain minor reservations possibly weakness in a few areas of the proposal in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. There may be an acceptable degree of risk to the WECA |
| 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. There is likely to be low/no risk for the WECA. |
| 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. The response provides or proposes additional value and/or elements of the proposal which exceed the requirements in substance and outcomes in a manner acceptable to the WECA; provides full confidence as to the relevant ability, understanding, expertise, skills and/or resources not only to deliver the requirements, but also exceed it as described. Extremely Low/No risk for the WECA. |

16.10 “Requirements” are those identified within the Specification in APPENDIX A of Volume Three.

16.11 Value of Investment will have weighted score of 10%. These questions can be found in Volume 3.

16.12 The weighting attributed to each of these questions is given alongside the questions and is also summarised in Section 18.1 of this document.

16.13 Any quantitative element such as cost / pricing will be evaluated by Procurement

16.14 Price will have a weighted score of 20%.

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 el ements have been evaluated. This is will prevent any unconscious bias and ensure a robust evaluation process.

The tender with the lowest total price will receive the maximum score of 20% and the prices of all other tenders will be expressed as a percentage of the maximum score.

**Pricing Schedule Evaluation Model (Purely for illustrative purposes)**

As an example, the table below shows 4 differing bids (column A). Column C indicates the % awarded to each of the bid's 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.

LOW BEST

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | 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%** |

**Value of Investment Evaluation Model (Purely for illustrative purposes)**

As an example, the table below shows 4 differing bids (column A). Column C indicates the % awarded to each of the bid's dependent on how far away from the Highest 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.

HIGH BEST

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | A | B | C | D | E |
| **Bidder** | **Submitted Investment Figure (£)** | **Difference from Highest Level (£)** | **Unweighted INV Score %** | **Investment Weighting** | **Weighted Investment Score %** |
| **Bidder A** | **23,000.00** | **-5,000** | **96%** | **10.0%** | **9.6%** |
| **Bidder B** | **28,000.00** | **0** | **100%** | **10.0%** | **10.0%** |
| **Bidder C** | **24,000.00** | **-4,000** | **86%** | **10.0%** | **8.6%** |
| **Highest Bid** | **28,000.00** |  |  |  |  |

16.15 The weighted quality score and investment score 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 Trial Contract.

16.16 For this trial to be successful, it is essential that your pricing is attractive to the end user. We are not going to dictate your commercial model, but we would envisage your user prices to be broadly like that of the equivalent bus journey cost.

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 in Volume 3 Appendix D

**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 Andrew.Brentley@westofengland-ca.gov.uk.

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](mailto: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 & Volume Three 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.

**Volume 2 Information**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **PART** | **Section** | **REF** | **Weighting** | **Outline** | **Level** |
| 0 | 0 | 0.1-0.13 | Pass / Fail | Eligibility to Respond | Bidders must achieve a Pass in all areas to be eligible to respond |
| 1 | 1 | 1-1.3(h) | None | Potential Supplier Information | This section should be completed accurately. This section will not be scored. |
| 2 | 2 | 2-2.3 | Pass / Fail | Grounds for Mandatory Exclusions | The Authority will exclude any Bidder who answers ‘Yes’ to any of the questions. |
| 2 | 3 | 3-3.2 | None | Grounds for Discretionary Exclusion | The Authority may exclude any Bidder who answers ‘Yes’ to any of the questions. |
| 3 | 4 | 4.1-4.2 | Pass / Fail | Economic & Financial Standing (self-certification) | Please refer to 18.4 in Volume 1for more detailed Economic and Financial evaluation guidance. This is a Pass/Fail requirement. |
| 3 | 5 | 5.1-5.3 | Pass / Fail | Parent Company Guarantee or other means of guarantor | You must be able to provide us with assurance of a guarantee. |
| 3 | 6 | 6.1-6.3 | Pass / Fail | 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. |
| 3 | 7 | 7.1-7.2 | Discretionary exclusion | Modern Slavery Act | The Authority may exclude any Bidder who answers ‘No’ to 7.2. |
| 3 | 8 | 8.1 | Pass / Fail | Insurance (self-certification) | Minimum: Employers Liability £5m Million Public Liability £5m Professional Indemnity £10 Million This is a Pass/Fail requirement. |
| 3 | 8 | 8.2 | Information Only | Skills and Apprentices | You should indicate your intentions here or existing practices |
| 3 | 8 | 8.3 | Pass / Fail | Requirement to Pay National Living Wage | A No response will result in your removal from the tender |
| 4 |  |  | Accept / Reject | Non-Collusion Certificate | this must be signed to qualify your tender |
| 5 |  |  | Accept / Reject | Certificate as to Canvassing | this must be signed to qualify your tender |

**Volume 3 Information**

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| Number | Question | Weighting (%) |
| 1 | Please set out what your (the operating company) prior experience is of the matters set out in 1.1 - 1.4 below, providing the name and localities where appropriate. | 5 |
| 2 | Please set out your proposed operating model and proposal for eScooter trial in the West of England by reference to the considerations in 2.1 – 2.3 below: | 10 |
| 3 | Please set out your capability to undertake and operate eScooters as part of the trial Scheme by reference to the considerations in 3.1 – 3.5 below: | 10 |
| 4 | Please set out your approach to safety, referencing the matters in 4.1 – 4.5 below: | 10 |
| 5 | Please set out your approach to any other critical operational considerations, including reference to matters 5.1 – 5.2 below: | 7.5 |
| 6 | Please set out your approach to achieving the targeted outcomes, including reference to the matters in 6.1 – 6.4 below: | 7.5 |
| 7 | Any specific opportunities or proposals you have to providing support for inclusive growth opportunities. | 5 |
| 8 | How will you support the local area and Police in managing the differentiation between legal eScooter use and illegal use? | 7.5 |
| 9 | Please set out your approach to ensuring a high-quality user experience, including reference to maters in 9.1 – 9.5 below: | 10 |
| 10 | Please set out your approach to ensuring the trial Scheme can be integrated with the wider transport system, including reference to the matters set out in 10.1 – 10.3.4: | 7.5 |
| 11 | Please set out your ability to, and methods for providing the following data on a near-to-live basis as requested to WECA, DfT, the Police, and Highway Authorities: | 5 |
| 12 | Please set out your approach to vehicle management, including reference to the following considerations in 12.1 – 12.7 below: | 7.5 |
| 13 | Please set out details of the vehicles you propose to use, including reference to matters in 13.1 – 13.5 below: | 7.5 |

18.3 NOT USED

18.4 **Additional guidance with regards to the Financial Evaluation**

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

1. **Collaboration Arrangements**

19.1 The resources, range and depth of skills needed to deliver this Trial Contract 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 Trial Contract, in which case all consortia members will sign the Trial Contract

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 Trial Contract. One partner will enter on to the Trial Contract, on behalf of the other consortium members, and will be the conduit by which the Trial Contract is delivered by the consortium members.

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 requirements of this trial Contract. This is not the responsibility of the Authority.

19.9 **Joint and several liability consortia:** WECA 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 Trial Contract.

19.10 Not USED .

19.11 Whilst there is a lead/administrative partner for bid co-ordination purposes, this organisation is not solely liable as the WECA signs the Trial Contract Agreement with all the members of the consortium; thus, all members are jointly and severally liable.

19.12 Not USED

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 Trial Contract 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.