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| torbaycouncil |
| **2 Information** |
| **Contract Reference** |
| **T01BS** |
| **Contract Title** |
| **ESPO 509 Call-Off - Civil Enforcement System** |

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1. Procurement Information

## Background Information

### The authorities named below have a requirement for a civil enforcement system for the processing and enforcement of parking notices and permits:

Torbay Council

South Hams District Council

Mid-Devon District Council

West Devon Borough Council

### It is anticipated that this joint procurement will allow for each authority to undertake their own enforcement and back office appeals and permit service but in times of staff shortages assistance could be given by one of the other authorities. Mid Devon, South Hams, and West Devon issue parking penalty charge notices off street only. Torbay is a unitary authority and therefore issues parking penalty charge notices both on and off street.

## Contract Period

It is intended that any resultant Contract shall commence as soon after receipt of formal letter of award as may be agreed. The Contract period is to be up to a period of 3 years with an option to extend up to a period of 3 further years in 12 month rolling extensions or until the end of the allocated budget subject to termination clauses contained with the Contract terms and conditions.

## Division of Contract into Lots

This Contract is not being divided into lots because it is not practical or appropriate due to the nature of this Contract.

## Contract Price

The price offered by the Applicant in 5 Pricing Submission must be firm and fixed for the duration of the Contract.

### **Price review mechanism**

If a price review is agreed during the Contract term it will be limited to CPI.

### **Contract Price Review Process**

If a Price Review Mechanism has been made available, it will be conducted by formal Contract review meetings. Any price variations will not take effect until they have been mutually agreed by both Authority and Applicant and the former receives confirmation in writing from the latter.

## Procurement Timetable

The Authority proposes the following timetable for the award of the Contract:

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| **Procurement Stage** | **Dates** |
| Further Competition Tender Documents Published | Thursday 15 December 2016 |
| Clarification Questions to be submitted by | Wednesday 21 December 2016 |
| Clarification Responses to be issued | Within 5 working days |
| Further Competition Tender Submission Date & Time | Friday 13 January 2017 at 12:00 noon |
| Further Competition Tender Evaluation Period | 13 – 31 January 2017 |
| Demonstration | 18 – 25 January 2017 |
| Contract Award | Wednesday 1 February 2017 |
| Standstill | 2 – 13 February 2017 |
| Implementation | 14 February – March 2017 |
| Contract Start and Go Live date | Monday 3 April 2017 |

The Authority reserves the right to change the above timetable and Applicants will be notified accordingly if there is a change.

## Authority Representatives

Applicants are advised that the Authority Representatives will only respond to queries or questions in relation to this Tender opportunity via the Supplying the South West e-tendering portal and are unable to respond to any questions raised verbally or by email.

No other person other than the names listed below have the authority to make any representation as the meaning of these Procurement Documents or to issue any instruction in relation to this Tender process or to any other matter so as to bind the Authority.

### **Authority Authorised Representative:**

Susie Hayman – Service Lead – Traffic and Parking Regulation Enforcement & Parking Operations, Torbay Council

Jan Norman – Environment and Enforcement Manager, Mid Devon District Council

Cathy Aubertin – Operational Manager (Environment Services), South Hams and West Devon District Councils

### **Procurement Representative:**

Joanna Pascoe – Procurement Category Lead

1. Procurement Process
   1. Procurement Procedure

This procurement is being undertaken following a Further Competition process in accordance with the Directive (2014/24/EU) and implemented in the United Kingdom by the Public Contracts Regulations 2015 (SI 2015/102).

ESPO issued OJEU Contract Notice 2015/S 014-020819 and awarded Framework Agreement 509 on 13 April 2015.

* 1. Tender Award Process

You are invited to participate in this Further Competition process by submitting a Tender subject to the conditions contained within the Framework Agreement and the Call-Off Contract.

This is a one-stage process. The Evaluation Criteria used to evaluate the Tender submissions is detailed in Section 2.3 below. The Tender will be awarded to the Most Economically Advantageous Tender.

* 1. Evaluation Criteria

The evaluation process is a critical part of the Procurement Process and is the means by which the Authority assesses to whom to award the Contract.

The information disclosed by Applicants in their Tenders will be used in this evaluation process and will form part of the resultant Call-Off Contract.

The following criteria and weightings will be applied in the evaluation process

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Evaluation Criteria Breakdown** | | **Main Criteria** | **Sub Criteria** | **Threshold** |
| **Award** | | | |
| **Sub Criteria** | **100%** |  | **%** |
| Mandatory Criteria |  | Pass | Pass |
| Method Statements- functionality and Service  *Notice processing and permit management*  *Mobile devices & geographical coverage*  *Data Migration/Implementation*  *Management Info/Customer Service/Warranty*  *Added value* | 60%  *15%*  *15%*  *5%*  *10%*  *15%* |  |
| Demonstration | 10% |  |
| Pricing | 30% |  |

* 1. Evaluation Process
     1. Award Criteria

The Award criteria have been designed to assess the Most Economically Advantageous Tender (MEAT). These can be found in 4 Tender Submission and 5 Pricing Submission and are for all Applicants to answer in full.

The top scoring Applicant who has passed all the Evaluation criteria will be considered to have been successful.

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| **Award Criteria** | **Evaluation Process** |
| Mandatory Criteria | The questions within this section will be assessed on the basis of pass or fail.  The Authority may exclude any Applicant who fails this section. |
| Method Statements/Technical Questions | The questions within this section will be assessed on a scoring basis. |
| Demonstrations | Applicants must be available for the timescales indicated within the procurement timetable at section 1.6. Applicants will be required to demonstrate their proposed solution to show how notices and permits are processed. The Authority may also seek clarification of the Applicant’s Tender submission.  Applicants will be contacted via the Supplying the South West e-tendering portal during the evaluation period. The invite will detail the date, time and location and the required content of the demonstration, which will include any specific questions/topics to be covered and the scoring system.  The demonstration will be assessed on a scoring basis. |
| Pricing | Applicants are required to complete 5 Pricing Submission in full to include for information only the optional extras that have been included at 1.3 Specification and may be required in future. The figure in Cell J18 will be used for evaluation purpose.  Applicants with the lowest price will score maximum marks out of a possible 100 and Applicants submitting higher prices will be awarded marks proportionate to their distance from the lowest price. |

* 1. Evaluation Assessment

Evaluation criteria will be assessed as either pass/fail or scored.

### **Pass/Fail**

Where evaluation criteria are being assessed as either a pass/fail, the response will be assessed as either a pass or a fail. Guidance as to the Authority’s minimum requirements in relation to what constitutes a pass or a fail can be found within each question.

Should an Applicant fail one or more questions, they will be considered to have failed the Tender process in its entirety and as such shall be deselected from participating further in this process and will be notified accordingly.

### **One to Ten Scoring**

Where evaluation criteria are being assessed on a scoring basis, a one to ten scoring system will be used in accordance with the guidelines in the table below.

The scoring system awards the highest marks to Applicants who show innovation, creativity, further relevant details and information that could potentially enhance the Applicant’s proposal. It should be noted that to achieve the highest marks available for the questions you should not only meet but exceed the requirements of the specification.

Where any questions have been given a weighting, that weighting shall be applied to the scores awarded e.g. a question weighted a one which achieves a score of five will achieve an overall score of five and a question weighted a three which achieves a score of five will achieve an overall score of fifteen.

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| **Score 0** | No response | No response |  |
| **Score 1** | Extremely Weak | Very poor proposal/response; does not cover the associated requirements, major deficiencies in thinking or detail, significant detail missing, unrealistic or impossible to implement and manage | **Weak** |
| **Score 2** | Very Weak | Poor proposal/response, only partially covers the requirements, deficiencies in thinking or detail apparent, difficult to implement and manage |
| **Score 3** | Weak | Mediocre proposal/response, moderate coverage of the requirements, minor deficiencies either in thinking or detail, problematic to implement and manage |
| **Score 4** | Fair - Below Average | Proposal/response partially satisfies the requirements, with small deficiencies apparent, needs some work to fully understand it | **Fair - Good** |
| **Score 5** | Fair - Average | Satisfactory proposal/response, would work to deliver all of the Authority's requirements to the minimum level |
| **Score 6** | Fair - Above Average | Satisfactory proposal/response, would work to deliver the majority of the Authority's requirements to the minimum level with some evidence of where the Applicant could exceed the minimum requirements |
| **Score 7** | Good | Good proposal/response that convinces the Authority of its suitability, response slightly exceeds the minimum requirements with a reasonable level of detail |
| **Score 8** | Strong | Robust proposal/response, exceeds minimum requirements, including a level of detail or evidence of original thinking which adds value to the bid and provides a great deal of detail | **Strong - Excellent** |
| **Score 9** | Very Strong | Proposal/response well in excess of expectations, with a comprehensive level of detail given including a full description of techniques and measurements employed |
| **Score 10** | Outstanding/ Excellent | Fully thought through proposal/response, which is innovative and provides the reader with confidence of the suitability of the approach to be adopted due to the complete level of detail provided |

1. Glossary
   1. Definitions

| **Term** | **Definition** |
| --- | --- |
| **1 Instructions** | Shall mean the document containing all the instructions on how to conduct the procurement process |
| **2 Information** | Shall mean the document containing information relating to the procurement including definitions, information on the procurement procedure, the evaluation process, information about the Contract and other information that may assist the Applicant to complete their submission. |
| **3 Specification** | Shall mean the document containing the Authority’s requirements in relation to the goods, services or works being procured. |
| **4 Tender Submission** | Shall mean the document which the Applicant is required to complete and submit, containing the Mandatory Requirements, Method Statements, Technical Questions and certificates / declarations certificates / declarations Applicants are required to sign |
| **5 Pricing Submission** | Shall mean the document which the Applicant is required to complete and submit, containing their pricing for this Tender. |
| **6 Certificates and Declarations** | Shall mean the document which the Applicant is required to complete and submit containing the certificates and declarations that confirm their compliance with the Tender process |
| **Abnormally Low Tender** | Shall mean a Tender where the Authority considers the Applicant’s price to be abnormally low. |
| **Applicant** | Shall mean the organisation responding to this tender opportunity. |
| **Authority** | Shall mean Torbay Council. |
| **Authority Authorised Representative** | Shall mean the Officer leading the Procurement process on behalf of the Authority |
| **Award** | Shall mean the process by which the Authority shall determine to whom the Contract will be awarded in accordance with the Public Contracts Regulations 2015 |
| **Award Questions** | Shall mean the written response submitted by the Applicant to evidence their ability to meet the Authority’s requirements, which will form part of the evaluation process upon which award of the Contract will be based. |
| **Call Off Contract Terms and Conditions** | Shall mean the Agreement this is the Agreement between the Authority and the successful Applicant for the provision of the goods, services or works, including all documents to which reference may properly be made in order to ascertain the rights and obligations of all the parties involved. |
| **Confidential Information** | Shall mean any information or documents which the Authority considers to be of a confidential nature and which will only be made available to Applicants who sign and submit a Confidentiality Agreement. |
| **Confidentiality Agreement** | Shall mean the Agreement which Applicants are required to complete and submit in order to access any confidential documents. |
| **Contract** | Shall mean the same as the Call Off Contract Terms and Conditions. |
| **Contract Term** | Shall mean the length of the Contract including extensions, if available. |
| **Contracting Authority** | Shall mean Torbay Council and any other Authority on whose behalf Torbay Council may be working. |
| **Contractor** | Shall mean the Applicant awarded the Contract culminating from an offer to supply accepted by this Authority. |
| **Documents** | Shall mean all of the tender documents in relation to this process as detailed in section 2 The Tender Documents of One Tender Instructions.(FCO) |
| **Eligible Users** | Shall mean any organisation given access to a Contract as a result of the procurement process and on whose behalf the Authority may be establishing the arrangements. |
| **Employers' Liability (Compulsory Insurance)** | Shall mean an insurance that enables organisations to meet the costs of **damages** and **legal fees** for employees who are injured or made ill at work through the fault of the employer. Employees injured due to an employer's negligence can seek compensation even if the organisation goes into liquidation or receivership. The NHS can also claim the costs of hospital treatment (including ambulance costs) when personal injury compensation is paid. This applies to incidents that occur either on or after 29 January 2007.  By law, an employer must have EL insurance and be insured for **at least £5 million**. Most insurers automatically provide cover of at least £10 million. The insurance must cover all the organisation’s employees in England, Scotland, Wales and Northern Ireland.  If the organisation is not a limited company, and you are the only employee or you only employ close family members, you do not need compulsory Employers’ Liability Insurance. Limited companies with only one employee, where that employee also owns 50 per cent or more of the issued share capital in the company, are also exempt from compulsory Employers’ Liability Insurance. However, there is nothing to prevent an exempt employer from choosing to buy this insurance in view of the financial security it can provide. |
| **Evaluation Questions** | Shall mean the written response submitted by the Applicant to evidence their ability to meet the Authority’s requirements, which will form part of the evaluation process upon which award of the Contract will be based. |
| **Further Competition** | Shall mean the procedure the procurement process is following, in accordance with the Public Contract Regulations 2015. |
| **Goods** | Shall mean all Goods to be supplied as part of this Contract and covered by the Official Purchase Order. |
| **Incomplete Tender** | Shall mean a Tender which has been submitted with information / documents missing or in an incorrect format. |
| **Irregular Tender** | Shall mean a Tender which has not been submitted via Supplying the Southwest. |
| **Late Tender** | Shall mean a Tender which has been automatically classified by Supplying the Southwest as being received after the submission deadline. |
| **Lot** | Shall mean one of a number of categories of goods or services which a single procurement process has been divided into. The use of lots potentially allows for multiple providers to be appointed following one Procurement Process. |
| **MEAT** | Shall mean most economically advantageous tender from the point of view of the contracting authority in relation to the subject matter of the contract. |
| **Messaging Facility** | Shall mean the area within Supplying the Southwest where Applicants submit clarification questions and confidentiality agreements during the tender process and through which the Authority will post its replies and post tender clarification questions. |
| **Official Purchase Order** | Shall mean the Authority’s Official Purchase Order, to which these conditions apply. |
| **On Time Tender** | Shall mean a Tender which has been automatically classified by Supplying the Southwest as being received by the Tender submission deadline. |
| **Portal** | Shall mean the same as Supplying the South West |
| **Post Tender Clarification** | Shall mean the process by which the Authority will seek clarification or supplementary information from Applicants following submission of their Tender. |
| **Price Review Mechanism** | Shall mean the mechanism that will be used to vary the pricing of the Contract. |
| **Process** | Shall mean the Procurement Process in relation to this Tender opportunity. |
| **Procurement Process** | Shall mean the process in relation to this tender opportunity. |
| **Procurement Representative** | Shall mean the Procurement Officer who is leading the Procurement Process on behalf of the Authority |
| **Product Liability Insurance** | In Product Liability Insurance terms, a product is any physical item that is sold or given away.  Products must be 'fit for purpose'. The organisation is **legally responsible** for any damage or injury that a product it supplies may cause (in some circumstances this also includes products that the organisation does not manufacture).  Product Liability Insurance covers the organisation against damages awarded as a result of damage to property or personal injury caused by the product. If damages are paid for personal injury, the NHS can claim to recover the costs of hospital treatment (including ambulance costs). This applies to incidents that occur either on or after 29 January 2007. |
| **Professional Indemnity Insurance** | Shall mean a liability cover that provides protection for negligent advice or a service provided by the organisation, it also protects against damages the organisation becomes liable for in relation to mistakes made such as errors of judgement, basic administration errors, mislay of or damage to clients' documents. It is designed to safeguard it against claims made by clients for any resulting financial loss or damage to their reputation. This type of insurance should also cover legal fees and costs.  Individuals and organisations that provide professional advice or consultancy services need Professional Indemnity cover. |
| **Public Contracts Regulations** | Shall mean the legislation incorporated in to English law concerning public procurement, which can be found at: [www.legislation.gov.uk](http://www.legislation.gov.uk). |
| **Public Liability Insurance** | Shall mean an insurance that covers members of the public or customers coming to the organisation’s premises or if the organisation’s staff go to theirs (including if the organisation is based ‘at home’).  It covers any awards of damages given to a member of the public because of an injury or damage to their property caused by the organisation. It also covers any related **legal fees**, costs and expenses as well as costs of hospital treatment (including ambulance costs) that the NHS may claim from the organisation.  Premiums are based on the type of business and rated on an estimate for the level of activity of the business. |
| **Service(s)** | Shall mean any action/s by the Contractor required by the Contract. |
| **Specification** | Shall mean the detailed description of the Authority’s requirements. |
| **Submission** | Shall mean the correct and proper process for electronically submitting the Applicant’s Tender, as detailed in section 4 Completion, Submission and Receipt of Tenders of 1 Tender Instructions (FCO) |
| **Supplying the South West** | Shall mean the e-Tendering Portal through which the Authority advertises procurement opportunities and conducts procurement processes electronically. [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk) |
| **Tender** | Shall mean the invitation to bid for this Contract.  Shall mean the Applicant’s response to this Tender opportunity. |
| **Tender Clarification** | Shall mean the opportunity for Applicants to submit questions, within a specified timescale, relating to this Procurement Process. |
| **Tender Submission** | Shall mean the correct and proper process for electronically submitting the Applicant’s Tender, as detailed in section 4 Completion, Submission and Receipt of Tenders of 1 Tender Instructions (FCO) |
| **Terms** | Shall mean the same as the Contract. |
| **Transfer of Undertaking (Protection of Employment) Regulations 2006 (TUPE)** | Shall mean the regulations which govern how employers shall deal with transfer of staff when a service or business changes hands from one employer to another in order to ensure the principal terms of employees’ rights are protected. |
| **Whole Life** | Shall mean the Contract length, including extensions, if available. |