

Social and Education Transport Services Dynamic Purchasing System (DPS)

Invitation to Participate

For the Procurement Of:
Cambridgeshire County Council & Peterborough City Council – Social and
Education Transport Services

N.B this process is being managed by Cambridgeshire County Council.

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SECTION 0. DEFINITIONS

In this Invitation to Participate ("ITP") the following words and expressions shall have the following meanings, except where the context otherwise requires and except in relation to Appendix 3 (DPS Agreement) and Appendix 4 (Specification) which have separate definitions:

"Alternative"	means a different way or change to an existing mapped route on offer or timetable in order to provide best value to the Authorities;
"Application"	means a Potential Provider's submission of an application to join the DPS consisting of a SQ;
"Authority"	means Cambridgeshire County Council;
"Award Criteria"	means the criteria that Tenders will be evaluated against at mini-competition stage, as further detailed in appendix 2 of the ITP and which may be further refined in the ITT;
"Award Stage Questionnaire"	means any method statement or project-related assessment questions that may be asked at mini-competition stage;
"Bidders"	means the organisation or individual applying to join this DPS (by submitting an Application) and/or submitting a Tender;
"Call-Off Contract"	means a legally binding agreement (made pursuant to the provisions of this DPS Agreement) for the provision of Services made between a Contracting Body and a DPS Provider comprising the Call-Off Terms and Conditions, General Specification, route instruction/individual specification and other appendices (as may be amended pursuant to clause 4.3 of the DPS Agreement (Award procedures));
"Call-off Terms and Conditions"	means the terms and conditions in Schedule 3 of the DPS Agreement;
"Contracting Body"	means the Authority and any of the contracting authorities (including PCC) referred to, identified or described in the relevant contract notice published in the UK's official e-notification service Find a Tender (FTS) which in each case is permitted by the Authorities to make particular purchases under this DPS;
"Contracts Finder"	means the government's publishing portal for public sector procurement opportunities;
"County"	means the geographical area of the combined areas of Cambridgeshire and Peterborough;
"DPS Agreement"	means the terms of the agreement to be made between Authority and the DPS Provider as a condition of the appointment of the DPS Provider by Authority as an eligible provider to join the Authority's DPS for education and social care passenger transport services (following the DPS Provider's submission of an Application and Authority's acceptance of the DPS Provider's submission);
"DPS Provider"	means the Potential Provider appointed as providers to the Authority's DPS for home to school and social care transport;
"DPS"	means dynamic purchasing system, an electronic system being used to select DPS Providers to deliver education and social care transport services;
"E-Tendering System"	means electronic web web-based software the Authority use to manage procurements;
"FOIA"	means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time-to-time together with any guidance and/or codes of practice issued by the Information

	Commissioner or relevant government department in relation to such legislation;
“General Specification”	means the specification documents describing the detailed requirements needed for the Services set out in Appendix 4;
“High Dependency Vehicles”	means specialist vehicles that can transport medically impaired people such as ambulances or secure transport;
“Information”	has the meaning giving in paragraph 2.5.1.1 of this ITP;
“Invitation to Tender” or “ITT”	means an invitation to tender issued by a Contracting Body to eligible DPS Providers to compete in a Mini-Competition for the award of Services;
“ITP”	means this invitation to participate issued by the Authority to Potential Providers wishing to join the DPS;
“Lots”	means the Services that have been divided into the lots depending upon type of service, vehicle required, and where appropriate, further subdivided into geographical areas as set out in Appendix 1 of this ITP;
“Mini-Competition”	means a further procurement process where eligible DPS Providers compete in a mini-competition for the award of Services;
“Month”	means a calendar month;
“Parent Company”	means an ultimate “holding company” as defined in section 1159 and Schedule 6 of the Companies Act 2006;
“PCC”	means Peterborough City Council;
“PCR 2015”	means the Public Contracts Regulations 2015 or any such regulation succeeding it;
“Potential Provider”	means the organisation or individual applying to join this DPS;
“ProContract”	E-tendering system used for this DPS;
“Requests For Information”	means a request for information or an apparent request under the FOIA or the Environmental Information Regulations;
“Restrictive Procedure”	means the procurement process as stated in Regulation 28 of the PCR 2015;
“Rounds”	A function of the ProContract software for managing the DPS;
“Selection Criteria”	means the selection criteria that Potential Providers must meet to be eligible to be appointed to a Lot(s) on the DPS (based on the Potential Provider’s Application);
“Selection Questionnaire or SQ”	means the standard selection questionnaire that Potential Providers must complete and submit in response to this ITP and to join this DPS;
“Selection Stage”	means the first stage of the Restrictive Procedure – where Potential Providers must apply to join the DPS in order to compete in Mini-Competitions
“SEND”	means clients with special educational needs and/or disabilities
“Services”	means the services to be provided by the Service Provider under a Call-Off;
“Tender”	means all documents submitted by a DPS Provider (including its prices) in response to any ITT, with the aim to bid for such opportunities; and
“Working Days”	means any day other than a Saturday, Sunday or public holiday in England and Wales.

SECTION 1. INTRODUCTION

1.1 GENERAL REQUIREMENTS

- 1.1.1 The Authority wish to invite applications for the supply of services in respect of Transport Services. This includes, but is not limited to, home to school, home to day care and respite transport for children and vulnerable adults and the supply of passenger assistants. The successful DPS Provider(s) will be responsible for providing these Services and liaising closely with the contract managers identified by the Contracting Body.
- 1.1.2 The Authority is managing this Dynamic Purchasing System (DPS) process in accordance with the PCR 2015. The Authority have published a contract notice in the UK's official e-notification service Find a Tender (FTS). This is the replacement service put in place following the UK leaving the European Union (EU). Potential Providers are now invited to express an interest in joining the DPS.
- 1.1.3 In order to be accepted on to the DPS, Potential Providers will be required to complete a Selection Questionnaire (SQ) and meet the minimum requirements of the SQ (as set by the Authority).
- 1.1.4 Details of the Services required are defined in the General Specification and individual Lot information see Appendix 1 & 4.
- 1.1.5 The Authority are utilising an electronic tendering tool to manage this procurement process and communicate with Bidders involved in the DPS.
- 1.1.6 There will be no hard copy documents issued to Potential Providers or DPS Providers and all communications with the Authority (and other Contracting Bodies), including submission of Applications and/or Tenders, will be conducted via ProContract.
- 1.1.7 The ProContract portal is powered by Proactis and located at <https://procontract.due-north.com/>

Potential Providers and DPS Providers who experience technical difficulties when using the ProContract should contact the support desk Mon-Fri, 9:00 to 17:30 on:

Tel: 0330 052 0352

Email: ProContractSuppliers@proactis.com

1.2 PROCUREMENT SCOPE

- 1.2.1 This DPS is for delivery of home to school and social care transport services. These will be for a range of client groups including pupils (to/from mainstream and special educational needs establishments), children's social care service users and adult social care service users. These services will be primarily for the Authority and Peterborough City Council (as a Contracting Body), though other local authorities and public bodies within Cambridgeshire may also access services.

1.3 BACKGROUND

1.3.1 **Cambridgeshire County Council**

The Authority provides County-wide services to all its citizens, has numerous statutory responsibilities, including in respect of the provision of education, and supports blue light services, the health sector, charities and other local authorities.

The Social and Education Transport Team provide transport services to all eligible young people and adults living in the County.

Working closely with educational, social care and adult service colleagues to give vulnerable young people and older people the opportunities for life-long learning whether at school, college or in social environments.

The Authority has outcomes for citizens at the heart of its strategy aiming to provide a good quality of life for everyone, creating thriving places for people to live and giving the best start for Cambridgeshire's children. Please see website www.cambridgeshire.gov.uk.

1.3.2 **Peterborough City Council (PCC)**

PCC is a unitary authority adjoining Cambridgeshire on its northern boundary, providing both city and non-metropolitan services to its local and surrounding areas.

The Passenger Transport Operational Team provide transport services to young people, living in the area served by PCC.

Working closely with education services and social care colleagues to give the vulnerable and the young opportunities for lifelong learning whether at school, college or in social environments.

PCC's vision is to create a bigger and better Peterborough that grows the right way, and through truly sustainable development and growth: improves the quality of life of all its people and communities, and ensures that all communities benefit from growth and the opportunities it brings.

Please see website www.Peterborough.gov.uk

1.3.3 The Authority and PCC have started working closely together to share services, knowledge and experiences to foster opportunities, greater engagement for all people, and business and a true sense of community.

1.3.4 The DPS is part of a wider project to bring the education and social care transport services across two Contracting bodies (CCC & PCC) together and give a consistent approach to service providers.

1.3.5 Offering one platform to service providers to bid for work for education transport services both mainstream and SEND, Children's social care and Adult social care transport across the County.

1.4 FUTURE PARTNERS AND CUSTOMERS

1.4.1 This DPS is for use by all local government services in Cambridgeshire, which includes:

1.4.1.1 PCC

1.4.1.2 Any city, district, borough or other local authority within the county including the Combined Authority; Greater Cambridge partnership

1.4.1.3 any companies or organisations set up by the Authority and/or PCC;

1.4.1.4 any school, academy, university or other educational establishment within the county

1.5 THE DYNAMIC PURCHASING SYSTEM (DPS) OVERVIEW

1.5.1 A DPS is a completely electronic tendering system used typically for the procurement of commonly used purchases (goods and services) which are generally available on the market. In this case, the Authority & PCC are seeking to procure regular transport services.

1.5.2 The DPS operates a TWO stage process –

1.5.2.1 **First stage to be accepted onto the DPS.** Potential Providers are invited to apply to be included on the DPS. All Potential Providers are required to complete and submit an online selection questionnaire (SQ). All Potential Providers that meet the Selection Criteria and are not excluded will be admitted to the DPS. Potential Providers are permitted to join at any time during the term of the DPS.

1.5.2.2 **Second stage is Mini-Competitions to award Contracts.** Following acceptance on to the DPS, the Contracting Bodies will invite DPS Providers to bid for specific transport services contracts by issuing an Invitation to Tender (ITT) (this is often referred to as the 'mini-competition' stage). As part of the SQ, DPS Providers are asked to indicate which Lots they wish to join, all DPS Providers within a relevant Lot will be invited to bid for the specific contract. Tenders will be evaluated against the Award Criteria. The Contract will be awarded to the DPS Provider of the successful bid.

1.5.3 The two-stage summary above describes a restricted procedure for awarding contracts. The Restrictive Procedure as stated in the PCR 2015 will be followed for this DPS. Further details of the two staged process can be found below.

1.6 STAGE 1 – JOINING THE DPS

Potential Provider's Application

1.6.1 In order to be admitted to the DPS and to compete for contracts for Services, Potential Providers are required to complete and submit their completed online SQ in accordance with the instructions set out in this ITP and on the ProContract system (i.e. submit an Application).

1.6.2 The Authority will evaluate all Applications and all Potential Providers who meet the specification requirements and pass the Selection Criteria will be admitted onto the DPS.

1.6.3 Potential Providers who are rejected from being accepted to the DPS, can at any point during the duration of the DPS, resubmit their Application to the DPS, if their circumstances change.

- 1.6.4 The DPS will be split into Lots to allow for better management of the Mini-Competitions. Potential Providers are allowed to apply to all five (5) Lots or any number of the Lots if they believe they can fully meet the specific Lot requirements. Please see Appendix 1.
- 1.6.5 Lot 5 (Short notice and/or Ad hoc) will be further split into seven (7) sub-lots for each geographical area. Potential Providers can apply to all seven (7) sub-lots or any number of the sub-lots if they believe they can fully meet the specific sub-lot requirements. Please see appendix 1.
- 1.6.6 Applications must not be sent by any other means than via ProContract. The Authority will not accept any Applications submitted by hard copy, fax or e-mail.
- 1.6.7 Potential Providers are required to complete the online SQ and submit their Application via ProContract. The SQ works on a self-declaration model, so Potential Providers will be required to declare whether or not they meet any grounds for exclusion. However, in addition to this, the Authority may request that Potential Providers submit specific evidence in relation to certain questions within the SQ as part of their Application (such requests for evidence will be evident within the SQ).
- 1.6.8 In observance of the PCR 2015, Contracting Bodies will not undertake any Mini-Competitions for a period of thirty (30) days from the commencement of the DPS. This period will end 12:00 Noon on 30th September 2021.
- 1.6.9 The DPS will remain open throughout its duration for the admission of any Potential Providers that meet the minimum service requirements as stated in the [Procurement Timetable](#).
- 1.6.10 To take advantage of the first opportunities under this DPS, Potential Providers should ensure they have submitted their completed SQ before the end of the thirty (30) day period as stated in the procurement timetable.
- 1.6.11 Bidders who wish to compete for any Mini-Competitions under this DPS should look to complete and submit their SQ at least ten (10) Working Days prior to the commencement of a Mini-Competition (such commencement date will be advertised).
- 1.6.12 Any Potential Providers who submit an Application after the first thirty (30) days of the DPS will have their bid evaluated within 10 Working Days of receipt. Please note that the evaluation of Applications submitted during the first 30 days of the DPS may take longer than 10 Working Days (as further set out in this ITP).
- 1.6.13 Clarifications may be asked at any point during the duration of the DPS (See [Queries Relating to the ITP](#)).
- 1.6.14 Though Applications may be submitted at any time during the life of the DPS, Potential Providers should be aware that any clarification messages being answered may have important information which could affect their SQ. Potential Providers are asked to read and take into account such messages and make amendments to their SQ, as appropriate.
- 1.6.15 Where a Potential Provider is submitting an Application as the lead contact for a group of Potential Providers e.g. joint venture, sub-DPS providers, special purpose vehicle etc. The Lead Potential Provider will be required to complete all sections of the SQ and other wider group members must also complete Part 1, Part 2 and the self-declaration. Wider group members can state N/A to questions in Part 3 for the purpose of submitting the response via ProContract.

- 1.6.16 **Please note:** All Applications and clarifications must be submitted by the Potential Provider via ProContract. Please contact the ProContract support desk if you are not clear on how to do this. See section 1.1.7 for contact details.

Rounds

- 1.6.17 The ProContract system operates in Rounds. In order for the Authority to evaluate Potential Providers' Applications the Authority must close the current Round, after which a new Round will commence immediately (ensuring that the DPS is continuously open for any Potential DPS Providers to submit an Application).
- 1.6.18 The Authority will close a Round and reopen a new Round (to allow for evaluation) frequently throughout the duration of the DPS (this will typically be carried out each Friday). Please refer to section 2.2 [ProContract instruction](#).
- 1.6.19 The Authority may, however, at their own absolute discretion extend a Round and in such circumstances the Authority will notify all DPS Providers of any change via ProContract messaging system.
- 1.6.20 Potential Providers have the option of updating their submitted version of their Application up until the Authority close the 'Round' to allow for Applications to be evaluated and accepted to the DPS. (Please refer to section 2.2 ProContract Instructions regarding Rounds.)

DPS Providers

- 1.6.21 DPS Providers can apply to join other Lots throughout the duration of the DPS, if their circumstances change after completing their first SQ.
- 1.6.22 If DPS Providers wish to apply to join other Lots, they will need to submit a revised Application via ProContract by clicking on the green button 'AMEND' (see [ProContract Instructions](#)).
- 1.6.23 If DPS Providers do resubmit their Application and this is accepted by the Authority, a variation to their DPS Agreement will be required.

Evaluation of Stage 1

- 1.6.24 Applications may be submitted at any point during the duration of the DPS.
- 1.6.25 Additional information which has not been asked for as part of the Application will not be taken into account.
- 1.6.26 Subject to paragraphs 1.6.30 and 1.6.31 of this ITP, the Authority will evaluate Applications received within 10 Working Days in accordance with PCR 2015, Regulation 34(16).
- 1.6.27 Should the Authority need to examine additional documentation or need to otherwise verify whether the Selection Criteria has been met, then the evaluation period may be prolonged to 15 Working Days in accordance with PCR 2015, Regulation 34(17).
- 1.6.28 If the first Mini-Competition under the DPS has not taken place (i.e. the ITT for the first specific procurement under the DPS has not been sent), the Authority may extend the evaluation period to 20 Working Days in accordance with PCR 2015, Regulation 34(18) & 34(19).

- 1.6.29 Following the completion of this evaluation stage, Potential Providers will be notified of whether they have been accepted and admitted onto the DPS, or whether they have been rejected.
- 1.6.30 Potential Providers accepted and admitted onto the DPS will then be required to sign a DPS Agreement. The draft DPS Agreement that the Authority proposes to use is set out in appendix 3. By submitting an Application, Bidders are agreeing to be bound by the terms of this ITP and the terms of the DPS Agreement without further negotiation or amendment.
- 1.6.31 Successful applicants must note that they will not be invited to compete for any contracts under the DPS until they have entered into a DPS Agreement with the Authority.
- 1.6.32 **Please note: being accepted to the DPS does not guarantee that you will be awarded any business.**

1.7 STAGE 2 – MINI COMPETITIONS

- 1.7.1 Once accepted and the DPS Agreement is signed and returned, DPS Providers will be asked to compete in Mini-Competitions for specific contracts for Services (that the Contracting Bodies require to be fulfilled). The Contracting Bodies will issue ITTs detailing the specific Services required and how Mini-Competitions will be conducted.
- 1.7.2 All DPS Providers who meet the Selection Criteria for each Lot will be able to participate in Mini-Competitions for those Lots. Details of requirements will be available to view at the time of the Mini-Competition.
- 1.7.3 ITTs will be typically issued via ProContract. However, the Contracting bodies reserve the right to conducted Mini-Competitions via other electronic means.
- 1.7.4 **Please note:** for Lot five (5) only, an ITT may be conducted via the ProContract messaging system if there is an urgent requirement for the Services.
- 1.7.5 DPS Providers will be required to provide a Tender response to the ITTs issued in order to bid for the Services required.
- 1.7.6 The Authority (together with PCC) have produced a General Specification which sets out the nature of the Services and specific requirements. Please see Appendix 4.
- 1.7.7 In addition to the General Specification, further individual specifications will be provided with the ITT for each Mini-Competition conducted under this DPS.
- 1.7.8 Contracting Bodies may run Mini-Competitions either as a joint process for shared routes, or individually.
- 1.7.9 The relevant Contracting Body will evaluate Tenders and award each Mini-Competition according to the options as stated in Appendix 2 - Evaluation of Mini Competitions.
- 1.7.10 DPS Providers should familiarise themselves with the different evaluation options the Contracting Bodies may use for Mini-Competitions. The Contracting Bodies will state clearly in the relevant ITT the option they will be using, or if they wish to evaluate in a different way not stated.
- 1.7.11 Following a Mini-Competitions, successful DPS providers will be required to complete and sign a Call-off Contract for each individual route awarded.

1.7.12 The Authority anticipates the first Mini-Competitions being advertised towards the end of October 2021.

1.8 LOTS

1.8.1 The Services have been divided into the following Lots depending upon specific requirements and vehicle types. Where appropriate, further sub-divided into geographical areas.

1.8.2 Bidders you may select to join one or more of these Lots:

LOT Number	TITLE
Lot 1	Taxis - Up to and including 8 seat vehicles (including tail-lift and wheelchair accessible vehicles)
Lot 2	Mini-buses 9 - 16 seats (including tail-lift and wheelchair accessible vehicles)
Lot 3	Buses & Coaches greater than 16 seats (including tail-lift and wheelchair accessible vehicles)
Lot 4	High Dependency Specialist Transport vehicles
Lot 5	Short Notice and Ad hoc Journeys (including tail-lift and wheelchair accessible vehicles)

1.8.3 Full summaries of each Lot can be found in appendix 1. Potential Providers must be capable of meeting the requirements of each Lot and the minimum requirement of the SQ in order to be accepted onto the DPS. When competing in a Mini-Competition DPS Providers must be capable of meeting the requirements set out in the General Specification (appendix 4), the Call Off Terms and Conditions and the relevant ITT (including the individual specification contain within).

1.8.4 The Authority reserve the right to amend, alter or add new lots under this DPS throughout its duration if, in the Authority's opinion, it is beneficial to do so.

1.8.5 If the Authority wish to make a change in accordance with paragraph 1.8.4 of this ITP, the Authority will give thirty (30) days' notice to all DPS Providers.

- 1.8.6 Such changes or additions notified in accordance with paragraph 1.8.5 of this ITP, will take effect thirty (30) days from midnight of the last day of the notice period. For the avoidance of doubt, the changes or additions will come into force sixty (60) days from the first date of notice.
- 1.8.7 Potential Providers and DPS Providers may submit clarifications relating to the changes no later than twenty (20) days before the change comes into effect.
- 1.8.8 All DPS Providers will need to review the changes and resubmit their Application if:
- 1.8.8.1 they can meet the new requirement(s) for Lot(s) they have been accepted on;
 - 1.8.8.2 they cannot meet the new requirement(s) for Lot(s) they are on; or
 - 1.8.8.3 they can meet the requirements for any new Lot created.
- 1.8.9 If the DPS Provider's resubmitted Application is accepted, the Authority will require a variation to the DPS Agreement to be signed.
- 1.8.10 If the DPS Provider following their review of the changes cannot meet the new requirements, their Application will be rejected, and they will be removed from the DPS.
- 1.8.11 DPS Providers should note, they can reapply at any time during the DPS term if and when their circumstances have changes and they can meet the requirements of the DPS.
- 1.8.12 Instructions of how to resubmit Applications can be found here: [ProContract instructions](#)

1.9 CONTRACT TERM AND VALUE

DPS Term

- 1.9.1 The DPS will continue in existence for an initial core period of five (5) years from 31st August 2021 to 30th August 2026, following which the Authority shall be entitled to extend that period for further periods up to five (5) years in total.

Term of Contracts

- 1.9.2 Any Contracts resulting from Mini-Competitions under this DPS will have the term as set out in that Contract. Contracts may run for their full term, even if the DPS itself has ended.

Value

- 1.9.3 It is difficult to predict the exact value of this DPS as the Authority's & PCC's requirements are likely to vary over the term. However, it is estimated that the total value annually will be £30 million. Giving a total value of the DPS £300 million over the ten (10) years.

1.10 DPS PROVIDERS' INFORMATION DAY

- 1.10.1 The Authority & PCC will hold information days for Potential Providers and DPS Providers during the term of the DPS.
- 1.10.2 When these will be held and details on how to attend will be communicated separately on ProContract and displayed on the Authority's website. Potential Providers and DPS Providers are recommended to attend the session, if they need support in any aspect of the DPS.

1.11 PROCUREMENT TIMETABLE AND KEY DATES

1.11.1 The key dates for this procurement are currently anticipated to be as follows:

Publication of DPS to CCC Procurement Portal	Tuesday 31 st August 2021
Potential Providers' ITP clarification questions	Can be asked throughout the DPS duration.
Selection Questionnaire submission returns	At any point during the term of the DPS
First Mini Competition initiated	Estimated End of October 2021
DPS Opens	31 st August 2021
Duration of the DPS	31 st August 2021 – 30 th August 2026
Extension period for the DPS	31 st August 2026 – 30 th August 2031

1.11.2 In line with the PCR 2015, the DPS will observe the thirty (30) day period where NO Mini-Competitions will be undertaken. This period will end as detailed below:

End of the Initial thirty (30) day period	12 noon Friday 30 th September 2021
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Please note, this does not stop any Potential Provider submitting their Application after this date as stated in the [Procurement timetable](#)

Please note: The dates outlined in this section 1.9 above are indicative and could be subject to change.

SECTION 2. INSTRUCTIONS TO POTENTIAL PROVIDERS

2.1 GENERAL INSTRUCTIONS

- 2.1.1 These instructions are designed to ensure that all Potential Providers are given equal and fair consideration. It is important, therefore, that you provide all the information asked for in the format and order specified.
- 2.1.2 The Authority is utilising an electronic tendering tool to manage this procurement and communicate with Potential Providers. There will be no hard copy documents issued to Potential Providers and all communications with the Authority including, submission of Potential Providers' Application, will be conducted via ProContract which is located at: [Log In \(due-north.com\)](https://log-in.due-north.com).
- 2.1.3 Potential Providers should read these instructions carefully before completing the SQ and submitting an Application. Failure to comply with these requirements for completion and submission of the Application may result in the rejection of the Application. Potential Providers are advised, therefore, to acquaint themselves fully with the extent and nature of the Services and contractual obligations. These instructions constitute the conditions of the DPS and participation in the DPS process automatically signals that the Potential Providers accept these conditions of participation.
- 2.1.4 All material issued in connection with this DPS shall remain the property of the Authorities and shall be used only for the purpose of this procurement exercise.
- 2.1.5 The Potential Providers shall not make (direct or indirect) contact with any employee, agent or consultant of the Authority who are in any way connected with this procurement exercise, unless instructed otherwise by the Authority's via the ProContract messaging facility.
- 2.1.6 Potential Providers shall accept and acknowledge that by issuing this DPS the Authority shall not be bound to accept any Application and reserves the right not to conclude a Contract for some or all of the Services for which bids are invited.
- 2.1.7 Where Potential Providers are required to submit an attached document in response to a question, attachments must be submitted in a format acceptable to the Authority. When uploading attachments, please include the question number only as lengthy file names will prevent the Authority from accessing the file content. Acceptable formats include MS Word, MS Excel, MS PowerPoint, JPEGs and PDF files. Potential Providers who wish to submit an attachment in an alternative format should first check with the Authority via ProContract that it will be accepted. The Authority reserve the right to deem a response incomplete if a Potential Provider does not submit an attachment in the above named formats without the Authority's prior written approval.
- 2.1.8 The Authority reserves the right to amend, add to or withdraw all or any Section of this ITP including the Lots at any time during the procurement exercise.
- 2.1.9 The Authority reserves the right, at any time during the duration of the DPS, to request that DPS Providers submit a renewed Application to continue acceptance to the DPS. The DPS Providers will have five (5) Working Days from the date of the request to submit the Application. This is in line with PCR 2015 Regulation 34(25).

2.1.10 The Authority reserves the right to:

2.1.10.1 amend the conditions of the DPS Agreement and/or the Call-Off Contract and/or Specification attached in Appendix 3 & 4;

2.1.10.2 abandon the procurement process at any stage without any liability to the Authority; and/or

2.1.10.3 require the Potential Providers to clarify their Application in writing and if the Potential Providers fail to respond satisfactorily, this may result in the Potential Providers' Application being rejected; and/or

2.1.10.4 add new questions to the SQ due to changes to legislation and/or local bylaws and/or Authority's policies.

2.2 PROCONTRACT INSTRUCTIONS

2.2.1 The Authority will publish the DPS documentation via ProContract. Refer to the Section 1.1 (General Requirements) of this ITP for weblink and contact details if you are having technical issues.

2.2.2 Under ProContract the DPS will be conducted in ROUNDS, rather than a continuous open tender. This does not mean the DPS is not continuously open, it is a software design feature only.

2.2.3 Each time a Contracting Body wish to run a Mini-Competition and/or at intervals of approximately every five (5) Working Days, the Authority will need to set a 'DEADLINE' to allow for any final onboarding of Potential Providers. Please monitor the website for notices.

2.2.4 **Please note:** For Mini-Competitions run under Lot 5, Contracting Bodies will advertise to all DPS Providers accepted onto the sub-lot relevant to the opportunity (e.g. if the opportunity is for Lot 5 Services in East Cambridgeshire, a Contracting Body will advertise the opportunity to all DPS Providers that have been accepted to Lot 5 and the geographical sub-lot of East Cambridgeshire). Due to the urgent nature of the routes needing to be fulfilled, a Contracting body may choose to not set a 'DEADLINE' to close the current 'Round' prior to advertising.

2.2.5 Where the word 'DEADLINE' is used in the context of joining the DPS, this is only a term to reflect how the ProContract system operates, and it not the Authority closing the DPS. Please refer to the [Procurement timetable](#) for the end date of the DPS.

2.2.6 Once the DEADLINE has passed, the next 'ROUND' is automatically (and immediately) open for new Potential Providers.

2.2.7 DPS Providers who have already been accepted onto the DPS and who have selected their Lots **DO NOT** need to reapply when a DEADLINE has passed (do nothing).

2.2.8 Where the circumstances of a DPS Provider have changed, the DPS Provider can update their original Application at any time during the DPS. This can be easily done at the start of each new 'ROUND' as described below.

2.2.9 When each new 'ROUND' starts, the ProContract system will reopen all DPS Providers' original Application submission. There will be two green buttons. If a DPS Provider wishes to change their original submission, they should click on 'RESUBMIT'.

2.3 PREPARATION OF APPLICATION TO THE DPS

- 2.3.1 Potential Providers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of their Application. Potential Providers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Application. Under no circumstances will the Authority, or any of their advisers be liable for any costs or expenses borne by Potential Providers including any of their sub-providers, suppliers or advisers.
- 2.3.2 Potential Providers are required to complete and provide all information required by the Authority in accordance with the DPS. Failure of a Potential Provider to comply with the DPS will result in the Authority rejecting their Application.
- 2.3.3 Applications and supporting documents must be completed in English and in the file format as requested by the Authority.
- 2.3.4 The Authority relies on Potential Providers' own analysis and review of information provided. Consequently, the Potential Providers are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Application and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.
- 2.3.5 The Potential Providers must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding their Application and this ITP, without reliance upon any opinion or other information provided by the Authority (or the Authority's advisers and representatives). The Bidders should notify the Authority promptly of any perceived ambiguity, inconsistency or omission in this DPS including this ITP, any of its associated documents and/or any other information issued to them during the procurement process.
- 2.3.6 No representation or warranty, express or implied, is or will be given by the Authority or any of its agents or advisors with respect to such information or opinions. Any liability is hereby expressly excluded, and no costs or expenses incurred for preparing or producing of the Application will be accepted by the Authority.
- 2.4 QUERIES RELATING TO THE ITP
- 2.4.1 The Authority will endeavour to answer all questions relating to the ITP and the process to apply to the DPS as quickly as possible but cannot guarantee a minimum response time.
- 2.4.2 Clarifications relating to the ITP will be accepted at any point during the DPS term as outlined in the [Procurement Timetable](#).
- 2.4.3 For clarifications relating to any Mini-Competition, DPS Providers should refer to the relevant ITT when issued.
- 2.4.4 Clarification requests can ONLY be submitted via ProContract and clarification messages and the Authority's responses will be sent via the messaging functionality on ProContract.
- 2.4.5 In order to ensure equality of treatment of Bidders, the Authority intends to publish the questions and clarifications raised by Bidders together with the Authority's responses (but not the source of the questions) to all Potential Providers and/or DPS Providers on a regular basis (except where the clarification and response is considered confidential as per paragraph 2.5.6 below).

- 2.4.6 If a Bidder wishes for the Authority to treat a clarification as confidential and not issue the response to all Potential Providers and/or DPS Providers, it must state this when submitting the clarification. If, in the opinion of the Authority, the clarification is not confidential, the Authority will inform the Bidder and it will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all DPS providers.

2.5 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

- 2.5.1 Subject to the exceptions referred to in paragraph 2.5.2, the contents of this ITP and DPS and any information supplied by the Authority in connection with this ITP and DPS are being made available by the Authority on condition that Bidders shall:

- 2.5.1.1 at all times treat the contents of the DPS and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;
- 2.5.1.2 not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;
- 2.5.1.3 not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) an Application; and
- 2.5.1.4 not undertake any publicity activity within any section of the media.

- 2.5.2 Bidders may disclose, distribute or pass any of the Information to the Bidders' advisers, sub-contractors or to another person provided that either:

- 2.5.2.1 this is done for the sole purpose of enabling an Application to the DPS to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Bidders; or
- 2.5.2.2 Bidders obtain the prior written consent of the Authority in relation to such disclosure, distribution or passing of Information; or
- 2.5.2.3 the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any contract arising from it; or
- 2.5.2.4 the Bidders are legally required to make such a disclosure.

- 2.5.3 With regards to paragraphs 2.5.1 and 2.5.2 above the definition of 'person' includes but is not limited to any person, individual, firm, organisation, body or association, corporate or incorporate.

- 2.5.4 The copyright for this ITP (including its appendices and auxiliary documents) shall vest in the Authority and all such documents and all copies thereof are and shall remain the property of the Authority and must be returned to the Authority upon demand.

2.6 TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006

- 2.6.1 Bidders are advised that the Authority believes that the transfer of undertakings (Protection of Employment) regulations 2006 and/or European Communities Acquired Rights Directive 2001/23EC do not apply to this DPS at its commencement (i.e. at the point of entering into a DPS Agreement). However, it may apply to any Call-Off Contracts resulting from Mini-Competitions under the DPS.

- 2.6.2 The Authority or other Contracting bodies may at their discretion set out further requirements relating to TUPE and Pensions at the point of any ITT issued under this DPS.
- 2.6.3 Bidders must satisfy themselves as to whether or not, in their view, the TUPE regulations will apply and the extent of their obligations in relation to pensions. Bidders are advised to seek independent professional advice on the consequences for them if they are successful and the TUPE regulations are held to be applicable.
- 2.6.4 The relevant Contracting Bodies will facilitate the exchange of information between incumbent DPS Providers and DPS Providers taking on the Services with regard to TUPE but do so solely as facilitator and accept no liability for any information provided. The Contracting Bodies will not warrant the accuracy, completeness or sufficiency of the information provided. Bidders are expected to carry out their own due diligence and verify the accuracy and adequateness of the information in the event of a TUPE transfer.
- 2.6.5 Bidders should also note that the successful DPS Providers shall, at the end of a Call-Off Contract with a Contracting Body, be required, where appropriate, to supply details of their workforce engaged in the provision of the Services (and that of any relevant sub-contractors and any information relating to it as the Contracting body reasonably requires).
- 2.6.6 TUPE information will be anonymised and must be treated on a confidential basis and is released on the understanding that Bidders will not copy or use the material except for the purposes of preparing a Tender for a Mini-Competition. All DPS Providers upon signing the DPS Agreement, would have agreed to treat all TUPE information in confidence. The information will only be released during a Mini-Competition and only if: i) it is requested via ProContract; and ii) the information is relevant to the Mini-Competition concerned.

2.7 FREEDOM OF INFORMATION / GOVERNMENT TRANSPARENCY AGENDA

- 2.7.1 In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 with 2012 updates (the 'FOIA'), and the Local Government Transparency Code 2014 the Authority may, acting in accordance with the Secretary of State's Code of Practice on the Discharge of the Functions of Public Authorities under Section 1 of the said Act, or the Environmental Information Regulation (the "EIR") be required to disclose information submitted by the Bidders to the Authority.
- 2.7.2 In respect of any information submitted by a Bidder that it considers to be commercially sensitive the Bidder **must complete the 'Freedom of Information' section within the SQ or within the Award Stage Questionnaire, as applicable. If applicable, Bidders shall adhere to ALL of the following:**
- 2.7.2.1 identify such information as commercially sensitive;
 - 2.7.2.2 explain the potential implications of disclosure of such information; and
 - 2.7.2.3 provide an estimate of the period of time during which the Bidder believes that such information will remain commercially sensitive.
- 2.7.3 Where a Bidder identifies information as commercially sensitive, the Authority will endeavour to maintain privacy. Bidders should note, however, that, even where information is identified as commercially sensitive, the Authority may be required to disclose such information in accordance with the FOIA or the EIR or the Government Transparency Code 2014. In particular, the Authority are required to form an independent judgment concerning whether the

information is exempt from disclosure under the FOIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Authority cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed. However, the Authority will take into account the current Government Guidance on commercial interests prior to making any such disclosure.

- 2.7.4 The Authority is committed to being open, accountable and transparent. As such, the Authority publishes a range of information for its customers to access which is available on the links below:

<https://www.cambridgeshire.gov.uk/data-protection-and-foi/open-data-and-website-statistics/open-data/>

<https://www.peterborough.gov.uk/council/council-data/freedom-of-information>

2.8 APPLICATION VALIDITY

- 2.8.1 Not used under a DPS.

2.9 CONSORTIA AND SUB-DPS PROVIDERS

- 2.9.1 The Authority requires all Potential Providers to identify whether and which Subcontracting or Consortium arrangements apply in the case of their Application, and in particular specify the share of the DPS Agreement it intends to sub-contract, any proposed subcontractors, and who the Potential Providers intend the Authority to contract with. For the purposes of this DPS, the following terms apply:

- 2.9.2 Consortium arrangement means groups of companies come together specifically for the purpose of bidding for appointment as the DPS Provider and envisage that they will establish a Special Purpose Vehicle as the prime contracting party with the Authority. If tendering as a Consortium, Joint Venture, or Special Purpose Vehicle all members will be required to provide the information required in all sections of the SQ as part of a single composite response to the Authority.

- 2.9.3 Subcontracting arrangement means groups of companies come together specifically for the purpose of bidding for appointment as the DPS Provider, but envisage that one of their number will be the DPS Provider, the remaining members of that group will be subcontractors to the DPS Provider.

- 2.9.4 DPS Providers should refer to the DPS Agreement Clause 28 for further information regarding the use and treatment of Subcontracting.

2.10 REJECTION OF APPLICATIONS TO THE DPS AND/OR TENDERS

- 2.10.1 Contracting Bodies reserve the right to reject or disqualify any Application and/or Tender and/or a DPS Provider, where a Potential Provider or a DPS Provider:

2.10.1.1 fixes or adjusts the amount of its Tender submission by or in accordance with any conditions of contract or arrangement with any other party; or

2.10.1.2 communicates to any party other than a Contracting Body the contents of its proposed Application and/or Tender or information which would enable the content to be ascertained (except where such disclosure is made in confidence in order to obtain information necessary for the preparation of the Application and/or Tender or insurance or any necessary security); or

- 2.10.1.3 enters into any condition of contract or arrangement with any other party that such other party shall refrain from submitting an Application and/or Tender or shall limit or restrict the content to be shown by any other Potential Providers in its Application and/or any other DPS Providers in its Tender; or
 - 2.10.1.4 offers or agrees to pay or gives or does pay or gives any sum or sums of money, inducement or valuable consideration directly or indirectly to any party in relation to any Application or Tender; or
 - 2.10.1.5 commits an offence under the Bribery Act 2010 or an offence under Section 117(2) of the Local Government Act 1972; or
 - 2.10.1.6 directly or indirectly canvasses any officer, member, employee, or agent of the Authority or its members or any relevant Contracting Body or any of its officers or members concerning the establishment of the contractual relationship or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or concerning any other Potential Provider's or DPS Provider's, Application or proposed application; or
 - 2.10.1.7 fails to declare any conflict of interest or any circumstances that could give rise to a conflict of interest; or
 - 2.10.1.8 fails to comply fully with the requirements of this DPS or makes a misrepresentation in any information supplied in their Application and/or Tender; or
 - 2.10.1.9 makes or attempts to make any variation or alteration to the ITP, the conditions of DPS Agreement or any associated documents published with the ITP, except where a variation or alteration is invited or permitted in accordance with the terms of all or any of the ITP, the conditions of DPS Agreement and associated documents published with the ITP. (If a Bidder has concerns and clarifications over the issued DPS Agreement then these must be raised and resolved during the clarification period in the normal manner. Any amendments that are agreed shall be communicated to all Bidders to ensure consistency); or
 - 2.10.1.10 there is a change in identity, control, financial standing or other factor impacting on the selection and or evaluation process affecting the Application and/or Tender; or
 - 2.10.1.11 submits an Application and/or Tender which does not comply with any mandatory requirement (where the word "shall" or "must" is used); or
 - 2.10.1.12 fails to comply with the Revised Prevent Duty Guidance: for England and Wales; para. 45 "publicly-owned venues and resources do not provide a platform for extremists to disseminate extremist views"; para 46 "organisations who work with the local authority on Prevent are not engaged in any extremist activity or espouse extremist views"; or contradict para 47 "new contracts for the delivery of their services are being made to ensure that the principles of the duty are written in to those contracts in a suitable form".
- 2.10.2 for the avoidance of doubt, any non-acceptance or rejection in accordance with paragraph 2.10.1 above shall be without prejudice to any other civil remedies available to the Contracting Bodies or any criminal liability that such conduct by Potential Providers may attract.

2.11 BIDDERS WARRANTIES FOR THE DPS

- 2.11.1 In submitting an Application, the Bidder warrants and represents that:
- 2.11.1.1 it has not done any of the acts or matters referred to in 2.10 above and has complied in all respects with the DPS;
 - 2.11.1.2 all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Authority by the Bidder or its employees in connection with or arising out of the Application are true, complete and accurate in all respects;
 - 2.11.1.3 it has made its own investigations and research, and has satisfied itself in respect of all matters relating to this ITP (including its appendices) and that it has not submitted the Application in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the Authority;
 - 2.11.1.4 it has the authority to submit their Application and will if requested produce evidence of such to the Authority;
 - 2.11.1.5 it is of sound financial standing and the Bidders and its partners, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the accounts or other financial statements of the Bidders) which may adversely affect such financial standing in the future;
 - 2.11.1.6 it has, and has made arrangements to ensure that at the point of competing in a Mini-Competition it will have, sufficient working capital, skilled staff, equipment, machinery and other resources available to carry out the Services for which the DPS Provider is bidding; and
 - 2.11.1.7 any contractual arrangement entered into as a result of this DPS shall be governed by English law.

2.12 PERFORMANCE BOND AND PARENT COMPANY GUARANTEE

- 2.12.1 Contracting Bodies may require a **Performance Bond** to be provided for Call-Off Contract(s) awarded under this DPS
- 2.12.2 Contracting Bodies may require a Parent Company Guarantee to be provided for Contract(s) awarded under this DPS.

2.13 SAFEGUARDING IN EMPLOYMENT

- 2.13.1 All staff employed in the performance of the Services awarded under this DPS must have the right to work in the UK. Bidders must familiarise themselves with the requirements for Safeguarding as stated in the DPS Agreement, Clause 44, and the CCC & PCC Transport Safeguarding Policy refers.

2.14 CAPACITY OPINION LETTER

- 2.14.1 If any Call-Off Contract is awarded under this DPS, to a DPS Provider based outside of England and Wales, the relevant Contracting Body may require a capacity opinion letter from the DPS Provider's lawyers (i.e. within the jurisdiction it operates), confirming that the DPS Provider has capacity, power and authority to enter into the obligations of the resulting contract. The capacity opinion letter will need to be submitted to the relevant Contracting Body after award and prior to commencement of the relevant Call-Off Contract.

SECTION 3. EVALUATION OF APPLICATIONS AND TENDERS

3.1 ACCEPTANCE AND EVALUATION OF APPLICATIONS AND TENDERS

- 3.1.1 The evaluation of Applications and Tenders is done so in an open and transparent manner.
- 3.1.2 An initial examination will be made to establish the completeness of submitted Applications or Tenders and seek clarification of any potential errors.
- 3.1.3 The relevant Contracting Body reserves the right to disqualify any Application or Tender submission which is incomplete.
- 3.1.4 Information submitted by Bidders in response to any submission may be subject to further clarification questions by the relevant Contracting Body.
- 3.1.5 Bidders will not be accepted onto the DPS, or awarded any Contract following a Mini-Competition until the relevant Contracting Body is satisfied with any further checks and due diligence it has carried out and these will need to be acceptable to the Authority before acceptance to the DPS or acceptable to the relevant Contracting body before the award of a Call-Off Contract can take place.
- 3.1.6 The Authority will ONLY accept Applications from Potential Providers:
- 3.1.6.1 which meet all minimum requirements to be accepted onto the DPS; and
 - 3.1.6.2 where the relevant Lots have been selected by the Potential Provider; and
 - 3.1.6.3 where the Authority and the Potential Provider have entered into a DPS Agreement.
- 3.1.7 **Please note:** A Potential Provider must have a relevant licence/registration for the Lot(s)) for which they are applying.
- 3.1.8 The Authority reserves the right to eliminate Potential Providers if they have not completed the relevant declaration forms.
- 3.1.9 The Award Criteria for all Call-Off Contracts will be on the basis of the offer that is the most economically advantageous and highest quality to the Contracting Bodies after evaluation of the Tenders.

3.2 SUMMARY OF EVALUATION STAGES

- 3.2.1 There are two stages involved in the evaluation process before a Call-Off Contract can be awarded:

Stage 1: Selection Criteria – Potential Providers must complete and submit an Application (consisting of a completed SQ), and those who meet the Selection Criteria (and who are not excluded) will be accepted onto the DPS. The Selection Criteria are, amongst other things, based on business standing, financial standing, technical and professional ability.

Stage 2: Award Criteria – Follow acceptance onto the DPS by meeting the Selection Criteria described above, eligible DPS Providers will be invited to compete in Mini-Competitions by submitting a Tender. Tenders will be evaluated using the specified Award Criteria which are based on awarding the contract for Services to the DPS Provider which offers the best value and quality.

3.3 STAGE 1 SELECTION CRITERIA

3.3.1 In order to be appointed to a Lot on the DPS, Potential Providers must meet the Selection Criteria. The Selection Criteria are used to evaluate the SQ submitted in a Potential Provider's Application.

3.4 Questions that may result in the elimination of a tender submission (marked as P/F) are detailed in the table below:

SELECTION CRITERIA QUESTIONS			
Section Title	Weighting (%) or P/F	Question Number	Question Sub Weighting (%)
Important: Please Read			
Additional requirements for groups and potential providers relying on other organisations to meet selection	-	-	-
Part 1: Potential Provider Information			
Section 1 - Potential provider information	-	-	-
Section 1 - Bidding model	-	-	-
Section 1 - Contact details and declaration	-	-	-
Part 2: Exclusion Grounds			
Section 2 - Grounds for mandatory exclusion	P/F	2.1(a) 2.2 2.3(a) 2.3(b)	-
Section 3 - Grounds for discretionary exclusion	P/F	3.1(a-j-iv)	-
Part 3: Selection Questions			
Section 1 - Economic and Financial Standing	P/F	4.1 (a-c)	-
Section 2 - Insurances	P/F	2.1	-
Section 3 - Wider Group	P/F	5.1 – 5.3	-
Section 4 - Modern Slavery Act 2015	P/F	7.2	-
Section 5 – DPS Project questions	P/F	5.1 – 5.35	-

Section 6 - Data Protection and General Data Protection Regulations Questions	P/F	8.9(a)	-
		8.9(b)	-
Declaration	P/F		-

- 3.4.1 The Authority will evaluate the Potential Provider's Application responses, which includes the SQs.
- 3.4.2 Failure to meet and pass minimum of the Selection Criteria will result in automatic elimination of a Potential Provider's Application.

Self-cleaning

- 3.4.3 In these procurement documents the term "Self-cleaning" is used. This term arises out of Regulation 57(13) of the PCR 2015.
- 3.4.4 Self-cleaning allows Potential Provider(s) to provide evidence that any breaches that may have occurred as outlined in Regulation 57 (Exclusion Grounds) of the PCR 2015, have now been rectified and measures have been put in place to ensure compliance.
- 3.4.5 The Authority reserves the right to consider the measures taken and deem whether the remedial action taken is sufficient and whether the Authority requires the submission of satisfactory evidence by the Potential Provider(s) prior to appointment to the DPS.
- 3.4.6 The Authority will require evidence of the self-cleaning measures at the point of application before being admitting a Potential Provider onto the DPS.
- 3.4.7 A Contracting Body may allow Bidders to provide certain evidence at the point of award of a Call-Off Contract following a Mini-Competition. Such details will be highlighted in the relevant ITT and Award Stage Questionnaire.
- 3.4.8 If a Potential Provider fails the Selection Criteria or fails to provide the information required by the Authority, they will not be admitted onto the DPS. However, they may re-apply to join the DPS at any time by submitting a new Application.
- 3.4.9 The Authority is under no obligation to "follow up" with the Potential Providers to obtain information found to be missing from Applications.

3.5 STAGE 2: MINI COMPETITIONS

Overview

- 3.5.1 A Mini-Competition is an opportunity for DPS Providers to bid for individual contracts for Services.
- 3.5.2 Mini-Competitions are expected to fall into a number broad categories:

Category 1 – Large value competition: These will be part of the Mainstream programme and details of expected timescales will be published where possible in advance on the Contracting Body's website. The Mini-Competition invitations are expected to be put out to market for a period of between 10 to 30 days based on complexity and time constraints. In the main Category 1 will be run April – June, with the contracts starting in September.

Category 2 – Smaller value competition: These will be for contracts that are not part of the tender programme and are likely to involve a smaller number of contracts except during the period June – August when the Authority expect a higher volume of contracts to be required for the start of the academic year.

Category 3 – Ad hoc/Short term competition: These will be for contracts that are for urgent or short-term requirements to fill gaps in services due to changes and unforeseen circumstances. It is likely to involve contracts for a maximum duration of 12 Months only. Such competitions could be initiated by phone or email outside of the CCC procurement portal - ProContract.

- 3.5.3 All opportunities will be made available to all DPS Providers in accordance with the Lots selected as part of their Application.
- 3.5.4 In addition, there may be occasions where the relevant Contracting Body decides to include contracts for a number of different Lots within the same procurement for reasons of efficiency. In this case, DPS Providers may bid on any contract within the Mini-Competition under the Lots on which they have been accepted.
- 3.5.5 Mini-Competitions will normally be advertised for a minimum of ten (10) days. However, for certain short notice or ad hoc requirements where the timescales do not allow, the deadline for responses will be of a shorter timescale. The timescale will be detailed in the procurement advert and the relevant ITT.
- 3.5.6 DPS Providers will be able to advise the Authority if they wish to receive opportunities of contracts in other Lots, or if they wish to no longer receive opportunities in Lots in which they have previously stated an interest. This can be done at any time by sending correspondence through ProContract or alternative method as advised by the Authority.
- 3.5.7 DPS Providers will be asked to submit their prices on either an online questionnaire or a pricing form which will usually require downloading before completion and uploading in Microsoft Excel format (xlsx). Other methods of submitting prices may be utilised at the discretion of the Contracting bodies. This will be advised within the mini-competition documents.
- 3.5.8 For certain procurements DPS Providers may be required to submit timetable(s) and/or other information.
- 3.5.9 The Contracting Bodies reserves the right for Mini-Competition by the use of e-auctions in accordance with Regulation 35 of the PCR 2015.

3.6 EVALUATION OF MINI-COMPETITION (CALL-OFF CONTRACTS)

- 3.6.1 The Award Criteria for Mini-Competitions will be included in the relevant ITT. Please refer to Appendix 2 (Award Criteria for all Mini-Competitions) for further details.
- 3.6.2 E-auctions will be used for contracts for Services where the relevant Contracting Body deems this to be the most appropriate method of tendering. Full training and guidance on how to complete the e-auction will be supplied by the relevant Contracting body at the time. Sufficient notice will be provided to the DPS Providers to ensure they have all the information required to make an informed decision on participation in the electronic auction. Electronic auctions will be conducted on the DPS Providers' ability to meet the specification and then the lowest price.
- 3.6.3 In a procurement e-auction, DPS Providers are able to decrease their price in an iterative process whilst still meeting all of the specifications of the original contract.

- 3.6.4 The relevant Contracting Body may apply a voluntary ten (10) day standstill period for certain Mini- Competitions (this will be specified in the relevant ITT).
- 3.7 EVALUATION OF SOCIAL VALUE
- 3.7.1 The Public Services (Social Value) Act 2012 requires public authorities to have regard to economic, social and environmental wellbeing in connection with public service contracts, and for connected purposes.
- 3.7.2 The Authority anticipates that, over the term of the DPS, there will be new legislation and/or amendments to existing legislation relating to protection of the environment and new and/or amendment to local bylaws and Authority guidance and policy relating to the protection of the environment. As a result, the Authority reserves the right to add or delete pass/fail questions to the SQ stage to reflect such changes.
- 3.7.3 These will be introduced only every six (6) Months and all DPS Providers and Potential Providers will be required to review their Application in light of any new questions introduced and whether they can meet the new requirements.
- 3.7.4 Where a DPS Provider has re-submitted their Application in light of such changes, and their Application meets the new Selection Criteria, a variation to their DPS Agreement will be required.
- 3.7.5 Contracting Bodies may allocate additional pass/fail or quality questions within any Mini-Competition run under the DPS, this may include (but shall not be limited to) questions in relation to social value and the environment or questions resulting from changes in legislation or the Contracting Bodies' policies, if relevant to the type of service or requirements of advertising a Mini-Competition.
- 3.8 AWARD OF CALL-OFF CONTRACT
- 3.8.1 Contracting Bodies shall award each Call-Off Contract under this DPS following a competitive tendering exercise.
- 3.8.2 All Call-Off Contracts awarded will be on the basis of the offer that is the most economically advantageous to the relevant Contracting Body. Tenders will be evaluated against the Award Criteria (see Appendix 2 and the relevant ITT).
- 3.8.3 Any Call-Off Contract awarded through a Mini-Competition will commence on the date and continue for the term stated in the relevant individual specification.
- 3.9 SUSPENSION FROM THE DPS
- 3.9.1 The Authority may suspend DPS Providers from the DPS for such period as it deems appropriate in accordance with the DPS Agreement Clause 25 (Suspension of Service Provider's Appointment). This could be for the following reasons (this is not an exhaustive list):
- 3.9.1.1 If a DPS Provider has committed Service Failures under a Call-Off Contract and falls below the minimum standard as set out by the Contracting Body. Please refer to Clause 7 of the Call-Off Terms and Conditions.
- 3.9.1.2 If having undertaken a credit check on the DPS Provider the Authority has concerns over the financial stability of the DPS Provider.
- 3.9.1.3 DPS Providers are responsible for ensuring that they inform the Authority of any material changes to the information supplied in their Application during the term of the

DPS. The Authority will consider material changes and decide if they impact upon the DPS Provider's ability to comply with their requirements. If the Authority concludes that the requirements cannot be met, the DPS Provider may be suspended from the DPS until such time that the Authority is satisfied that the DPS Provider can meet the Authority's requirements. For example: change of ownership of the DPS Provider, use of sub-contractors to operate routes.

3.9.2 During any period of suspension, the DPS Provider will not be invited to bid for contracts. If by error a Contracting Body invites the DPS Provider to bid, any bid will be rejected.

3.9.3 The suspension will remain in force until the Authority is satisfied that appropriate plans, to remedy or prevent (or minimise the risk) of the issue of poor performance arising again, have been put in place which may be after the period stated.

3.10 EXCLUSION (BY TERMINATION)

3.10.1 The Authority may exclude by way of termination, DPS Providers from the DPS if the Authority considers that they no longer meet the minimum standards required for admittance onto the DPS. In these cases, the DPS Providers will be advised in the termination notice of the earliest date that they can apply to re-join the DPS and the standards required for re-admittance.

3.10.2 However, the relevant Contracting Body will have complete discretion to decide to continue to use a DPS Provider on particular Call-Off Contract(s), despite that DPS Provider's suspension or permanent removal from the DPS.

3.10.3 For further details refer to the DPS agreement Clause 24 Termination.

3.11 CHANGE OF CIRCUMSTANCES

3.9.1 If, during the life of the DPS, a DPS Provider starts to operate vehicles under a different licencing regime and/or wishes to receive different contract opportunities they should notify the Authority by emailing details of the changes to Transport.Procurement@cambridgeshire.gov.uk.

3.11.1 In this case DPS Providers will be asked to submit a revised Application via the ProContract. Subject to the DPS Provider supplying all relevant information requested, and demonstrating they comply with the relevant minimum standards, the Authority will update their records accordingly.

3.11.2 If during the life of the DPS the Authority changes its e-procurement/tendering system, it will advise all DPS Providers of the change and any action they need to take. The Authority, however, reserves the right to transfer all DPS Providers' details held on ProContract to any new system.

SECTION 4. DUE DILIGENCE

4.1 DUE DILIGENCE

- 4.1.1 The Authority will undertake due diligence in advance of acceptance to the DPS or any contracts awarded under this DPS.
- 4.1.2 The Potential Providers will not be awarded onto the DPS until the Authority is satisfied with any further checks and due diligence it has carried out.
- 4.1.3 The DPS Providers will not be awarded any Call-off Contracts under the DPS until the relevant Contracting Body is satisfied with any further checks and due diligence they have carried out.
- 4.1.4 These checks and due diligence will need to be acceptable to the Authority before an invitation to join the DPS can be offered. The Authority reserves the right to disqualify any Application which is incomplete
- 4.1.5 These checks and due diligence will need to be acceptable to the relevant Contracting Body before a Call-off Contract can be awarded. The Contracting Body reserves the right to disqualify any Tender submission which is incomplete
- 4.1.6 All Mini-Competition submissions will be reviewed to see if any appear to be abnormally low or unsustainably high in cost. The relevant Contracting Body reserves the right to reject any unsustainably high Tenders without further evaluation of the bid submission. Should the relevant Contracting Body consider a Tender abnormally low in price or value and wish to reject the tender on such grounds they will seek a written explanation and/or evidence from the DPS Providers to justify the Tender and the price/values offered. The DPS Providers will also be asked to evidence that they are not practicing modern slavery (via a declaration). Where the DPS Providers are unable to prove, within a sufficient time limit such justification for the low price/value, the relevant Contracting Body reserve the right to reject the Tender.
- 4.1.7 Due diligence may include, but not be limited to, financial and credit checks in relation to the Bidders. This is important to the Contracting Body to ensure that any organisation who wishes to enter into a Call-off Contract will be in a position to provide the goods and services on an ongoing basis as agreed.
- 4.1.8 The relevant Contracting Body reserves the right to eliminate a Bidder from the tender process should any findings from the relevant Contracting Body's due diligence reveal a serious concern or risk for the relevant Contracting Body that cannot be remedied in a reasonable amount of time before award. Bidders are strongly encouraged to check/ manage their financial score within the industry.
- 4.1.9 The Authority reserves the right to revisit any Application at any time before each 'Round' is closed should there be a risk that selection responses might have changed. The Authority reserves the right to disqualify any DPS Provider who no longer meets the Selection Criteria. **Please note:** DPS Providers in this situation will have the right to reapply to join the DPS at any point when their circumstances improve sufficient to meet the Selection Criteria.

APPENDIX 1 LOTS

APPENDIX 2 EVALUATION OF MINI-COMPETITIONS

APPENDIX 3 DPS AGREEMENT

APPENDIX 4 GENERAL SPECIFICATION