**VOLUME 1**

**Instructions to Tender**

**Supported Bus Services (SBS)** **and Park and Ride**

**Project REF:** DN639944

**Commencing:**  02/04/2023

**Contract Term**:  48 + 36 Months

**Please submit by:** 25/11/2022 1500

**NOTE:** Before preparing to submit a bid, you are advised to complete the Selection Questionnaire document (Volume 2). The SSQ contains questions which can result in either mandatory or discretionary grounds for exclusion.

**Invitation to Tender**

**Date:**  26/10/2022

Dear Sir, Madam

**TENDER INVITATION**

Provision of Supported Bus Services

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

A downloadable copy of the Invitation to Tender document Volumes One, Two and Three:

Volume 1 ITT SBS Final Instructions to Tender (including Non-Collusion Certificate and Certificate as to Canvasing).

Volume 2 SSQ – Supported Bus Services (Supplier Selection Questionnaire)

Volume 3 SBS Quality Question Response area - Quality Questionnaire

A set of Appendices in Volume 3

Appendix A –Requirement and Schedules

Appendix B – Timetables

Appendix C – Route Maps

Appendix D – Pricing Schedule

Appendix E – Services Agreement (Terms and Conditions)

Appendix F – TUPE Operator Contact Details

Appendix G – Tendered Routes Pax & Rev Figures

Appendix H – Quality Evaluation Model

Appendix I – Maas Requirements

Appendix J – Variant Bid Proposals

Appendix K – Social Value Delivery Plan

Bidders are advised that a tender shall only be considered when; all requirements of the tender documentation are completed and returned

* It has met all the eligibility and mandatory requirements
* it is submitted back to the Authority using the Portal no later than 1500 **on** 25/11/2022
* it is accompanied by an undertaking which shall become a condition of the contract that the amount of the tender has not been calculated by agreement or arrangement with any other person other than the Authority and that the amount of the tender has not been communicated to any other person until after the closing date for the submission of tenders (see Certificate of Non-Collusion).

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

Yours faithfully

 ON BEHALF OF THE WEST OF ENGLAND COMBINED AUTHORITY

[Table of Content 4](#_Toc117689589)

[West of England Combined Authority Information 6](#_Toc117689590)

[1. Scope and overview 7](#_Toc117689591)

[2. Variant Bids 7](#_Toc117689592)

[3. Timetable of Key Dates 8](#_Toc117689593)

[4. Required documents 8](#_Toc117689594)

[5. Bidder’s Responsibility 9](#_Toc117689595)

[6. Clarifications 9](#_Toc117689596)

[7. Anti-collusion Certificate 9](#_Toc117689597)

[8. Transfer of Undertakings and Protection of Employment Regulations 10](#_Toc117689598)

[9. Monitoring – NOT USED 10](#_Toc117689599)

[10. Freedom of Information Act 10](#_Toc117689600)

[11. Transparency 10](#_Toc117689601)

[12. Whistleblowing 11](#_Toc117689602)

[13. Instructions to Tenderers 11](#_Toc117689603)

[14. Completing the Invitation to Tender 12](#_Toc117689604)

[15. Pricing Schedule 13](#_Toc117689605)

[16. Communication and Clarification 13](#_Toc117689606)

[17. Tender Evaluation 15](#_Toc117689607)

[18. Scoring Methodology 19](#_Toc117689608)

[19. Quality Evaluation Model 19](#_Toc117689609)

[20. Pricing Schedule Evaluation Model 19](#_Toc117689610)

[21. Submission of Tender - Electronic Tendering 22](#_Toc117689611)

[22. Method of Evaluation 23](#_Toc117689612)

[23. Financial Standing Appraisals 25](#_Toc117689613)

[24. Collaboration Arrangements 26](#_Toc117689614)

[Annex A - FORM OF TENDER LETTER 28](#_Toc117689615)

[Annex B - NON-COLLUSION CERTIFICATE 29](#_Toc117689616)

[Annex C - CERTIFICATE AS TO CANVASSING 30](#_Toc117689617)

**West of England Combined Authority Information**

The West of England Combined Authority is creating a better, greener future for people who live and work in the region.

It’s improving peoples’ lives:

* helping residents secure decent jobs and homes they can afford.
* tackling climate change and the ecological emergency.
* providing access to skills and training.
* improving transport and the places people live, work and visit.
* supporting businesses to succeed.

The West of England Combined Authority is creating a region to be proud of.

 The West of England region:

* has a diverse population of more than 1.1million people.
* boasts a highly skilled workforce and one of the highest levels of graduates in the UK.
* is home to innovative and creative businesses
* has an economy, built on strong foundations, worth over £40bn a year.

It’s a region which competes on global scale. A region where ideas flourish and businesses grow.

[www.westofengland-ca.gov.uk](http://www.westofengland-ca.gov.uk)



# Scope and overview

* 1. This tender is for the provision of Supported Bus Services in the South West of England including Bristol, Banes, North Somerset and South Gloucester.
	2. Most of the bus services operating in the West of England are ‘commercial services’ run by private businesses for profit.
	3. This tender is for financially supported services known as Supported Bus Services. The West of England Combined Authority financially supports bus services when a service or parts of service are unprofitable for example routes with low passenger numbers, early morning services, late evening services or Sunday services.
	4. The Authority also supports services which are deemed to be socially necessary or help connect commercially operated routes e.g. orbital services/shopper services.
	5. The tender documents are Split into Volumes as below:
	6. Volume 1 - Invitation to tender (ITT),
	7. Volume 2 - Supplier selection Questionnaire (SSQ)
	8. Volume 3 - Quality Questionnaire, A questionnaire detailing what service will be offered as part of your bid)
	9. There are also a set of Appendices that details a description of the service provision. Appendix A details the service provision and the service levels to be provided. There are also route maps, timetables, and pricing schedules. Appendix G details the revenue and passenger figures. Please read all documents to ensure you are comfortable with the service being provided as your bid would reflect this.

# Variant Bids

* 1. This contract will be awarded based on the most economically advantageous tender, to encourage Bidders to submit a range of offers that may enhance the service and or provide better value for money it is permitted for tenderers to submit variant bids.
	2. Tenderers who opt to submit a variant bid must also submit a compliant bid, both bids will then be considered by the Authority. Tenderers compliant bids are in full accordance with all documentation in this ITT particularly Appendix A Requirement and Schedule and Appendix C Schedule E Route Maps. Any variations proposed to any of the tender documentation are clearly stated by the Tenderer in Appendix J Variant Bid Proposal including any potential price changes.
	3. Price changes should also be shown in Appendix D Pricing Schedule on the Variant Pricing Option Tab.
	4. The Authority will assess and determine which sections if any of the variant bid proposals are acceptable and variant bids with variation proposals selected will be evaluated using the stated award criteria.
	5. The Authority retains the right to not consider variant bids.

# Timetable of Key Dates

* 1. The proposed procurement timetable is set out below. This is intended as a guide and whilst the Authority does not intend to depart from the timetable it reserves the right to do so at any stage.

|  |  |
| --- | --- |
| **Date** | **Activity** |
| 26th October 2022 | ITT (Invitation to Tender) issued to Bidders. |
| 26th October 2022 | Open date for clarification questions to be submitted. |
| 17th November 2022 | Closing date for clarification questions to be submitted. |
| 21st November 2022 | The Authority responds to all open clarification questions. |
| 25th November 2022 | Closing date and time for receipt by the Authority of tenderers responses to the ITT |
| November/December  | Evaluation |
| 3rd January 2023 | Award decision made |
| 3rd January 2023 | Standstill commences |
| 13th January 2023 | Standstill ends @ Midnight |
| 16th January 2023 | Award Date |
| 16th January 2023 | Contract award concluded |
| 20th January 2023 | Start of 70 Day Registration period with LTA and Traffic Commissioner |
| 2nd April 2023 | Service Starts |

# Required documents

* 1. Within this process, Bidders have been provided with the following documentation. Where indicated these are required to be completed and uploaded within the e-procurement system.
	2. You may choose the format of your submission; however, you must clearly state the question we are asking and proceed with your response. You may submit appendices to support your response, but they will only be considered if they are clearly referenced in your response and are clearly identifiable. Numbering or lettering your appendix as well as a title will meet this requirement.

|  |  |
| --- | --- |
| Document Title | Complete and Upload |
| Volume 1 – ITT SBS Final |  |
| Volume 2 – SSQ | X |
| Volume 3 – SBS Quality Questionnaire | X |
| Appendix A – Requirement and Schedule (Schedule H) | X |
| Appendix B – Schedule E Timetable |  |
| Appendix C – Route Maps |  |
| Appendix D – Pricing Schedule | X |
| Appendix E – Services Agreement |  |
| Appendix F – TUPE operator contact details |  |
| Appendix G – Tendered routes Pax & Rev figures |  |
| Appendix H - Quality Evaluation model |  |
| Appendix J – Variant Bid Proposals | Optional  |
| Appendix K – Social Value Delivery Plan | X |
| Form of Tender (ITT Annex A) | X |
| Non-Collusion Certificate (ITT Annex B) | X |
| Certificate As to Canvassing (ITT Annex C)  | X |

Please Note: The completion and electronic return of all the documents ticked above is mandatory.

# Bidder’s Responsibility

* 1. It is the responsibility of the Bidder to satisfy themselves as to the nature, extent, and circumstances of the services to be provided and satisfy themselves as to their ability to fulfil the requirements.
	2. Bidders will be taken to have, by their own examination of the contract documents, satisfied themselves as to the full requirements of the specification and contract terms.

#  Clarifications

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

# Anti-collusion Certificate

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

# Transfer of Undertakings and Protection of Employment Regulations

* 1. Please refer to Appendix D – TUPE Operator Contact Details

# Monitoring – NOT USED

# Freedom of Information Act

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

# Transparency

* 1. Bidders and those organisations who bid should be aware that if they are awarded a place on the contract the Authority is required to publish information regarding the contracts under the government transparency policy. To view details of what must published, see the Local Government Transparency Code 2015 at the link below.

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

* 1. Details will be published on the Participating Authority’s website and the government’s transparency website (Data.gov.uk) and Contracts Finder.
	2. In submitting a tender, the Bidder accepts the Authority’s right to publish details of expenditure as well as information contained within the Bidders tender.

# Whistleblowing

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

# Instructions to Tenderers

* 1. Tenders must be submitted in accordance with the following instructions. Any tenders not complying with the requirements of the tender in any way may be rejected by the Authority, whose decision in the matter shall be final.
	2. Before preparing to submit a tender, you are advised to complete the SSQ document in Volume 2. The SSQ will determine whether you are eligible to submit a bid. The SSQ asks questions which are either mandatory or discretionary grounds for exclusion.
	3. Bidders should read the instructions and guidance carefully before completing the tender documentation. Failure to comply with these requirements for completion and submission of the tender response may result in the rejection of the tender.
	4. All tender documents must be completed in their entirety.
	5. By submitting a tender, you will be taken to have agreed that your tender will remain open for acceptance for a minimum of 120 days from the closing date.
	6. Bidders may modify their submission prior to the deadline for receipt. Bidders may withdraw their submission at any time prior to accepting the notification of award.
	7. Tenders must not:
	+ Be qualified.
	+ Be conditional.
	+ Be accompanied by statements which could be construed as rendering them equivocal and/or placed on a different footing to those of other tenders.
	1. Only tenders submitted without qualification strictly in accordance with these instructions will be accepted for consideration. The Authority’s decision on whether or not a tender is acceptable will be final and the Bidder concerned will not be consulted. If a tender is excluded from further consideration the Bidder concerned will be so notified.
	2. If the Authority suspects that there has been a technical or arithmetical error in the submission, it reserves the right to seek such clarification as it considers necessary from that Bidder only.
	3. All clarifications either by the Bidder or the Authority must be made via the Portal only.
	4. All clarification questions must be received no later than **17/11/2022 at Midday** to allow time within the Invitation to Tender period for a detailed response to be distributed.
	5. The majority of clarifications will be shared with all Bidders, only clarifications that are commercially sensitive to one Bidder will be kept private.
	6. All documentation supplied by the Authority shall remain its property and confidential to it. Bidders may not without the Authority’s written consent at any time use for your own purposes or disclose to any other person (except as may be required by law) the tender or contract documents or any information or material which the Authority may make available to Bidders all of which shall remain confidential to the Authority.
	7. The Authority shall not be liable for any loss or expense incurred by any Bidder in the production of the tender or as a result of its decision not to award a place on the contract to any Bidder.
	8. The Authority reserves the right to accept or reject any written tender and to abort the tender process and reject all written tenders at any time prior to award of contract without incurring any liability to the affected Bidders. The Authority is not bound to accept the lowest or any tender response made as a result of this invitation and reserves the right to accept all or part of an offer, unless the Bidder expressly stipulates to the contrary.

# Completing the Invitation to Tender

* 1. These instructions are designed to ensure that all Bidders are given equal and fair consideration. It is important therefore that Bidders provide all the information asked for in the format and order specified. Please do not make changes to any part of the tender document. Failure to adhere to this request may invalidate your tender.
	2. You must complete the SSQ in the format outlined in the SSQ Volume Two and the ITT in Volume Three and return it via the online procurement portal, to arrive not later than the date specified on the front page.
	3. You are strongly encouraged to review the documents in their entirety before commencing completion, paying special attention to the Pass/Fail elements, which may lead to your tender being rejected.
	4. You should provide your responses to the questions in Volume Three in the areas below the questions. Please note due to the timescales associated with this project we cannot accept responses to questions in any other format.
	5. Where a word limit has been indicated for a specific response, please do not exceed this limit. Where a response exceeds the number stated in the question, the additional words will not be read and will be disregarded from the evaluation.
	6. Where a word limit has been indicated; the Bidder should add their word total at the end of each response. Should you need to add any document to amplify any word limit response, the work count of the document would have to be within the specified word count. Random checks will be made by the Authority.
	7. Tenders should be submitted in pounds Sterling and exclusive of Value Added Tax (VAT).
	8. If there is any question in the tender documentation you cannot answer or any requested information you cannot provide, you should give a full explanation as to why within your tender documentation.
	9. Please do **NOT** submit your tender as one PDF file or provide your responses to method statements or other questions in PDF files. This makes the evaluation process very difficult. Please note that submitting a brochure will not be considered a bona fide tender and therefore will forfeit evaluation.

# Pricing Schedule

* 1. The pricing schedules can be found in *Appendix B* please ensure you complete a pricing schedule which covers all elements / routes for which you are bidding.

* 1. Prices quoted shall be exclusive of VAT.

# Communication and Clarification

* 1. The Authority is utilising an electronic tendering tool to manage this procurement and communicate with Bidders with the contract being awarded using The Portal ‘Supplying the Southwest.
	2. During the tender process, any communication with the Authority shall be via the on-line portal. After the closing date for receipt of tenders the Authority expects only to make contact with Bidders for the following purposes:
		1. To clarify a response or document received as part of the Bidder’s submission.
		2. To inform Bidders of the award decision.
		3. To agree the commencement date.
	3. If you have any enquiries about the contract documentation which might have any bearing on your tender, you should raise these through the online portal within the Clarification period. Where such an enquiry has been made, the Authority will circulate a copy of the enquiry and its written reply to all Bidders but will preserve the anonymity of the enquirer.
	4. Bidders should notify the Authority promptly of any perceived ambiguity, inconsistency or omission in the tender documents, any of its associated documents and/or any other information issued to them during the procurement process. All questions and/or requests for information regarding this tender should be made via the on-line portal, using the messaging function.
	5. Where such queries require revision of the tender/contract documents, a tender amendment shall be issued via The Portal.
	6. The Authority may make changes to the tender documentation with any such changes notified to the Bidder via the on-line portal as tender amendments. Where such tender amendments are issued the Authority shall extend the deadline of the tender period where significant changes are made.
	7. Bidders will be notified of the outcome of their tendering according to the indicative timetable provided above.
	8. Any tenders received after the specified deadline will not be considered unless the closing date for receipt of tenders is formally extended by the Authority and communicated. Submissions received after the closing date may be considered in exceptional cases where submission is not possible for reasons outside of the Bidders control, however this will be permitted only at the discretion of the Authority and their decision on this will be final.
	9. Tenders must be based upon the conditions set out in the ITT documents, otherwise they may be rejected technically, commercially, or both on the grounds of non-compliance.
	10. Any information provided that has not been asked for will not be taken into consideration.
	11. Tenders will only be accepted electronically if issued on [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk) (The Portal). Tenders will not be accepted by fax or email.
	12. The tender documents must not be amended by the Bidder and no altered or erased figures should appear on the Pricing Schedule.
	13. The submission of a tender by the Bidder is deemed to mean that they have understood the nature and extent of the service required. No claim founded on a Bidder’s failure to obtain interpretation of the Contract prior to submission of their tender will be considered.

# Tender Evaluation

* 1. Representatives from Bus Services Team in the transport Function in the Authority shall evaluate submissions using the published scoring methodology and evaluation criteria resulting in the most economically advantageous bids.
	2. There are a number of mandatory and discretionary Pass/Fail sections contained within the SSQ Document (Volume Two). These sections will be evaluated first before evaluating your response to Volume 3. Any tender that fails the initial Pass/Fail sections will not have their quality submission assessed.
	3. Most economically advantageous bids will be identified through the combined score of Quality (70%) and Price (30%). A summary of the questions and weightings can be found in the table below.
	4. Quality will have weighted score of 30% quality questions can be found in Volume 3.
	5. The weighting attributed to each of these questions is given alongside.
	6. To ensure a robust evaluation process, the quality element will be evaluated by subject matter experts within the Authority
	7. The Authority will use a scale of 0,3,4,5 to evaluate tenders except for the social value section. The minimum acceptable score for any Quality question is a 3. Scoring a 0 in any of the questions in Volume 3 will render your bid non-compliant and your bid will be rejected.
	8. The Authority takes account of social value in the award of contracts using the Social Value Model. This model defines social value through a series of priority themes and policy outcomes. It is designed to take account of the additional social benefits that can be achieved through the delivery of contracts, using policy outcomes aligned to Government priorities and The Authority themes (life skills & independent living; employability & work readiness; volunteering & social action).
	9. For more information on the Social Value Model, please visit: Social Value Act: information and resources and The Social Value Model
	10. The Authority has identified the following social value policy outcomes (as stated in Appendix K – Social Value Delivery Plan):

**Social Value Model Policy Outcomes**

|  |  |
| --- | --- |
| **Social Value Model Policy Theme** | **Social Value Policy Outcomes** |
| Theme 1: COVID-19 Recovery | Help local communities to manage and recover from the impact of COVID-19 |
| Theme 2: Tackling Economic Inequality | Create new businesses, new jobs, new skills |
| Increase supply chain resilience and capacity |
| Theme 3: Fighting Climate Change | Effective stewardship of the environment |
| Theme 4: Equal Opportunities | Reduce the disability employment gap |
| Tackle workforce inequality |
| Theme 5: Wellbeing | Improve health and wellbeing |
| Improve community cohesion |

* 1. For each policy outcome outlined above tenderers should refer to Appendix K– Social Value Delivery Plan “SV Definitions” tab. The illustrative guidance provides options and illustrative examples for tenderers however, these are NOT mandatory. Tenderers are encouraged to offer social value benefits which are relevant and proportionate to the number and value of services they are tendering for and within their capability and capacity to do so. Tenderers may choose to offer alternatives which align to the chosen policy outcome theme stated in table above.
	2. Tenderers will be evaluated on the quality of the overall response, not the quantity of items offered, using the evaluation scoring criteria in table below.

***Social Value - Evaluation Scoring Criteria***

|  |  |  |
| --- | --- | --- |
| **Classification** | **Score** | **Social Value Scoring Methodology**  |
| **Fail** | **0** | The response completely fails to meet the required standard or does not provide a proposal. |
| **Poor***(Meets some of the award criteria)* | **1** | The response meets elements of the requirement but gives concern in a number of significant areas. There are reservations because of one or all of the following: * There is at least one significant issue needing considerable attention.
* Proposals do not demonstrate competence or understanding.
* The response is light on detail and unconvincing.
* The response makes no reference to the applicable sector but shows some general market experience.
* The response makes limited reference (naming only) to the social value policy themes and outcomes in Appendix K - Social Value Delivery Plan as set out within the ITT
 |
| **Good***(Meets all of the award criteria)* | **2** | The response broadly meets what is expected for the criteria. There are no significant areas of concern, although there may be limited minor issues that need further exploration or attention later in the procurement process. The response therefore shows:* Good understanding of the requirements.
* Sufficient competence demonstrated through relevant evidence.
* Some insight demonstrated into the relevant issues.
* The response addresses most of the social value policy themes and outcomes in Appendix K - Social Value Delivery Plan as set out within the ITT and also shows general market experience.
 |
| **Very good***(Exceeds some of the award criteria)* | **3** | The response meets the required standard in all material respects. There are no significant areas of concern, although there may be limited minor issues that need further exploration or attention later in the procurement process. The response therefore shows: * Good understanding of the requirements.
* Sufficient competence demonstrated through relevant evidence.
* Some insight demonstrated into the relevant issues.
* The response addresses the social value policy themes and outcomes in Appendix K - Social Value Delivery Plan as set out within the ITT and shows good market experience.
 |
| **Classification** | **Score** | **Social Value Scoring Methodology**  |
| **Excellent***(Exceeds all of the award criteria)* | **4** | The response exceeds what is expected for the criteria. Leaves no doubt as to the capability and commitment to deliver what is required. The response therefore shows: * Very good understanding of the requirements.
* Excellent proposals demonstrated through relevant evidence.
* Considerable insight into the relevant issues.
* The response is also likely to propose additional value in several respects above that expected.
* The response addresses the social value policy themes and outcomes in Appendix K - Social Value Delivery Plan as set out within the ITT and also shows in-depth market experience.
 |

* 1. Social value benefits will be recorded, monitored, and measured using the following reporting metrics:

**Covid reporting metrics**

* Number of full-time equivalent (FTE) employment opportunities created under the contract, by UK region, for those who were made redundant due to COVID-19.
* Number of people-hours spent supporting local community integration, such as volunteering and other community-led initiatives related to COVID-19, under the contract.
* Percentage of all companies in the supply chain under the contract to have implemented the 6 standards in the Mental Health at Work commitment.

**Tackling Economic Inequality reporting metrics**

* Number of full-time equivalent (FTE) employment opportunities created under the contract, by UK region.
* Number of apprenticeship opportunities (Level 2, 3, and 4+) created or retained under the contract, by UK region.
* Number of training opportunities (Level 2, 3, and 4+) created or retained under the contract, other than apprentices, by UK region.
* Number of people-hours of learning interventions delivered under the contract, by UK region.
* For each of the following categories:
	+ start-ups
	+ SMEs
	+ VCSEs; and
	+ mutuals:
		- The number of contract opportunities awarded under the contract
		- The value of contract opportunities awarded under the contract in £
		- Total spend under the contract, as a percentage of the overall contract

**Fighting Climate Change reporting metrics**

* Number of people-hours spent protecting and improving the environment under the contract, by UK region.
* Number of green spaces created under the contract, by UK region.

**Equal Opportunities reporting metrics**

* Total percentage of full-time equivalent (FTE) disabled people employed under the contract, as a proportion of the total FTE contract workforce, by UK region.
* Number of full-time equivalent (FTE) disabled people employed under the contract, by UK region.
* Total percentage of disabled people on apprenticeship schemes (Level 2, 3, and 4+) under the contract, as a proportion of all people on apprenticeship schemes (Level 2, 3, and 4+) within the contract workforce, by UK region.
* Number of disabled people on apprenticeship schemes (Level 2, 3, and 4+) under the contract, by UK region.
* Total percentage of disabled people on other training schemes (Level 2, 3, and 4+) under the contract, as a proportion of all people on other training schemes (Level 2, 3, and 4+) within the contract workforce, by UK region.
* Number of disabled people on other training schemes (Level 2, 3, and 4+) under the contract, by UK region.
	1. Please note, each reporting metric outlines above may be adapted, where necessary, following tender award in order to more closely align with the tenderers social value benefit. This will form a Key Performance Indicator (KPI) under the contract which will be developed and agreed by both parties prior to the contract being signed.

# Scoring Methodology

* 1. Price will have a weighted score of 70%.
	2. The tender with the lowest total price will receive the maximum score of 70% and the prices of all other tenders will be expressed as a percentage of the maximum score.

# Quality Evaluation Model

* 1. The Authority is using a 0,3,4,5 model to reflect that a 3 is the minimum acceptable score.
	2. There are two parts to the Quality Evaluation to produce your Total Quality Weighted Score:

 **Part 1 – Your Question Score (out of 5) X Question Weighting = Weighted Score**

 The Sum Total of your weighted scores will then be used in Part 2.

 Part 2 – Your Weighted Score (out of 5)

 Sum Total Weighted Scores X Quality Weighting = Actual Weighted Quality Score

 Max Score Available

 Scores will be to the nearest 2 decimal points. Please refer to *Appendix H* for an example Quality evaluation model which will be used in this Procurement.

# Pricing Schedule Evaluation Model

* 1. The Price evaluation is done on an individual service basis.
	2. Each tenderer will receive 100% of the available marks less the percentage by which their bid is scored above the lowest lump sum price for each service individually. This means that 70 marks will be awarded to the bid that submitted the lowest lump sum price for each service individually.
	3. By way of example, if the lowest submitted price for a service is £4,300,000.00. This tenderer will receive 70 weight price marks, the score for another tenderer’s price of £5,500,000.00 will be calculated as follows:
	+ Calculate the percentage difference between lowest tenderer’s price of £4,300,000.00 and the other tenderer’s price of £5,500,00.00
	+ £5,500,000.00 - £4,300.000.00 = £1,200,000.00, a 27.91% difference above the lowest submitted price i.e. (£1,200,000.00 / £4,300,000.00) X 100.

* + The tenderer with the higher price of £5,500,000.00 will therefore receive an unweighted score of 72.09% of the maximum weighted price score, i.e. 72.09% of 70 quality marks. This is the winning bidders score (100% minus this bidder score 27.91%).
	+ The maximum mark available for price 70 is multiplied by the above figure 72.09% to give a weighted quality score of 50.46 marks.

Another example

If the lowest submitted price for a service is £4,300,000.00. This tenderer will receive 70 weight price marks, the score for another tenderer’s price of £8,900,000.00 will be calculated as follows:

* + Calculate the percentage difference between lowest tenderer’s price of £4,300,000.00 and the other tenderer’s price of £8,900,00.00
	+ £8,900,000.00 - £4,300.000.00 = £4,600,000.00, over 100% difference above the lowest submitted price.
	+ The tenderer with the higher price of £8,900,000.00 will therefore receive an unweighted score of 0% of the maximum weighted price score, i.e. 0% of 70 quality marks. This is the winning bidders score (100% minus this bidder score 100%).
	+ The maximum mark available for price 70 is multiplied by the above figure 0% to give a weighted quality score of 0 marks.

NOTE: All percentage and weighted marks are rounded up or down to two decimal points (1 to 4 down & 5 to 9 up).

* 1. If the Authority considers a Tender to be abnormally low priced, it will exercise the right to clarify as permitted to do so under ‘abnormal bids’ set out in the Public Contracting Regulations 2015. The Authority reserves the right to challenge how the Bidder can deliver the expected quality at that price. If the Authority is satisfied that the tender price is indeed unsustainable, then it is at liberty to reject the tender. A similar principle applied to Tenders considered abnormally high.

**Eval**uation of groups of Services Model

* 1. Where Tenderers provide discounts for groups of services, the average quality score for the group added to their price score for the group of services to give a total score for the group of services.
	2. The average quality score is calculated by taking the average of individual quality scores for each service as shown in the table below.

|  |  |  |
| --- | --- | --- |
| **Supplier** | **Services** | Total Quality Score  |
| Tenderer 1 | 505/506/511 (Group) | 30 for each individually |
| Tenderer 2 | 505 | 30 |
| Tenderer 3 | 506 | 25 |
| Tenderer 4 | 511 | 20 |
| Tenderer 1 Combined average | 505/506/511 (Group) | 30 |
| Tenderer 2,3 and 4 Combined average | 505/506/511 (Group) | 25 |

* 1. The price score is calculated by comparing the sum of the lowest individual prices with the price for the entire group of services for any tenderer/s who have given a discounted combined price. The formulae and criteria above are used as shown below:

|  |  |  |
| --- | --- | --- |
| **Supplier** | **Services** | **Prices**  |
| Tenderer 1 | 505 | £1,500 |
| Tenderer 1 | 506 | £2,000 |
| Tenderer 1 | 511 | £3,000 |
| Tenderer 2 | 505 | £2,000 |
| Tenderer 3 | 506 | £2,500 |
| Tenderer 4 | 511 | £2,500 |
| Tenderer 1 Combined Price  | 505/506/511 (Group) | £5,500 |
| Tenderer 2,3 and 4 Combined Price | 505/506/511 (Group) | £7,000 |

* Calculate the percentage difference between lowest tenderer’s price of £5,500 and the other tenderer’s price of £7,000
* £7,000 - £5,500 = £1,500, 27.30% difference above the lowest submitted price.
* The tenderer with the higher price of £7,000 will therefore receive an unweighted score of 72.70% of the maximum weighted price score, i.e. 72.70% of 70 quality marks. This is the winning bidders score (100% minus this bidder score 27.30%).
* The maximum mark available for price 70 is multiplied by the above figure 72.09% to give a weighted quality score of 50.46 marks.
* Tenderer 1 Combined Price Score 70.00
* Tenderer 2, 3, 4 Combined Price Score 50.46
* The tenders Quality plus Price Scores
* Tenderer 1 Combined Price Score 70.00 + 30.00 = 100.00
* Tenderer 2, 3, 4 Combined Price Score 50.46 + 25.00 = 75.46
* Tenderer 1 Combined Score is the winner
	1. The Tenderers technical score for each service is added to their price score for each service to give the Total Score for that service.
	2. As the highest average score for the group is 90% from Tenderer 1’s group score thus the services would be awarded to Tenderer 1 for the entire group. Even though Tenderer 2 is the highest score for Service 505 the overall MEAT is to award 505/506/511 as a group to Tenderer 1.

# Submission of Tender - Electronic Tendering

* 1. The Authority is utilising an electronic tendering tool to manage this procurement and communicate with Bidders. Accordingly, there will be no hard copy documents issued to Bidders and all communications with the Authority including the submission of Bidders responses will be conducted via the Portal.
	2. Please allow sufficient time to upload documentation. It would be unwise to commence uploading documents less than two hours before the deadline. If you experience any technical difficulties in the lead up to the deadline, please contact the Authority through the Portal.
	3. ProActis who provide The Portal also offer Bidder support. For all support issues Bidders must in the first instance log their query via the following email:
	+ procontractsuppliers@proactis.com

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

* + 0330 0050352

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

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

# Method of Evaluation

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

**Volume 2 Information – Qualification Questions**

| **PART**  | **Section**  | **REF**  | **Grounds** | **Outline**   | **Level**   |
| --- | --- | --- | --- | --- | --- |
| 1  | 1 | 1-1.3(h)  | None  | Potential Supplier Information   | This section should be completed accurately. This section will not be scored.    |
| 2  | 2 | 2.1-2.3  | Pass / Fail  | Grounds for Mandatory Exclusions   | The Authority will exclude any Bidder who answers ‘Yes’ to any of the questions.    |
| 2  | 3 | 3.1-3.2  | Discretionary exclusion  | Grounds for Discretionary Exclusion   | The Authority may exclude any Bidder who answers ‘Yes’ to any of the questions.    |
| 3  | 4 | 4.1-4.2  | Pass / Fail  | Economic & Financial Standing (self-certification)    | Please refer to 20 in Volume 1 for more detailed Economic and Financial evaluation guidance. This is a Pass/Fail requirement.   |
| 3  | 5 | 5.1-5.3  | Pass / Fail  | Parent Company Guarantee or other means of guarantor  | You must be able to provide us with assurance of a guarantee.   |
| 3  | 6 | 6.1-6.3  | Pass / Fail  | Technical and Professional Ability   | The responses will be judged on their relevance to this Contract opportunity. Please see the body of the question for details.  This is a Pass/Fail requirement.   |
| 3  | 7 | 7.1-7.2  | Discretionary exclusion  | Modern Slavery Act   | The Authority may exclude any Bidder who answers ‘No’ to 7.2. but Exclusion may only be applied where the organisation is requirement by law / relevant to the organisation. |
| 3  | 8 | 8.1  | Pass / Fail  | Insurance (self-certification)   | Minimum: Employers Liability £10m Million Public Liability £5m This is a Pass/Fail requirement.  |
| 3  | 8 | 8.2 | Pass / Fail  | Requirement to Pay National Living Wage  | A No response will result in your removal from the tender  |
| 3  | 8 | 8.3 | Pass / Fail  | DBS Checks where applicable | A No response will result in your removal from the tender  |
| 3 | 8 | 8.4 | Discretionary exclusion  | Health & Safety | You must confirm compliance and declare incidents and measures taken to mitigate risk of recurrence |

**Volume 3 Information – Quality Questions**

The table below shows the evaluation criteria and number of questions in each section.

You must add the word YES next to the response area which best describes what you offer will offer as an organisation. There is a combination of questions on your current practices, policies and offering and questions specifically on what you propose to offer.

In most cases, you will need to provide a brief explanation to support your score. Please provide sufficient detail to support your response.

Where the Authority requires further information, it may seek clarification from you. The Authority may at its discretion alter the score you have provided to a specific question(s) where the explanation provided does falls short in its response to the question.

Please refer to Section 16 and Appendix H as to how quality scores will be evaluated and weighted scores calculated.

|  |  |  |
| --- | --- | --- |
| **Quality Criteria**  | **Number of Questions** | **Weighting**  |
| Service delivery   | 8 | 33% |
| Complaints Procedure | 3 | 9% |
| Social Value | 1 | 34% |
| Equality & Diversity | 1 | 8% |
| Environmental  | 1 | 8% |
| Business Continuity | 1 | 8% |
| **Total** | 100% |

# Financial Standing Appraisals

* 1. The Financial Information provided will be used by the Authority to assess whether the bidders possess the necessary economic and financial capacity to perform the contract.
	2. When undertaking the assessment, the Authority looks at the Bidders’ most recent financial statements along with those of any ultimate parent company (if applicable).  These would be checked for general audit issues and then analysed to give an indication of profitability, net worth, liquidity, capacity and general stability.
	3. The Authority reserves the right to use a variety of indicators as it considers appropriate including those from credit agencies.   The Authority will also consider any additional information submitted by the applicant should the applicant consider this necessary for the Authority to have a fuller understanding of its financial position.  This may be appropriate, for example, to obtain a fuller understanding of an applicant’s financial structure or funding arrangements.   The Authority would expect any such information to be verified by an independent source, for example, the applicant’s auditors.  Furthermore the Authority may (but is under no obligation) request further information or explanation from a bidder.
	4. Initially basic checks are made on a bidder’s name and any relevant registration details (e.g. registered number at Companies House).   The Authority would check whether the bidder is trading or dormant and whether it has a parent company.  The status of the financial statements is also determined to check whether information submitted is for the last accounting period.
	5. When considering profitability, the Authority looks at whether the organisation has made a profit or a loss in the year, which indicates the efficiency of the organisation.  A loss in the year would be looked at in conjunction with the balance sheet resources available to cover this loss.
	6. The Authority would look at the bidder’s balance sheet and determine the net worth of the organisation and that element that can be mobilised in a financial crisis.  To do this the Authority looks at net assets and at the net tangible worth (excluding intangible assets) of the organisation.
	7. When looking at liquidity the Authority uses the current ratio and the acid test ratio.  The current ratio is a measure of financial strength and addresses the question of whether the bidder has enough current assets to meet the payment schedule of its current debts with a margin of safety for possible losses in current assets.  The Acid Test ratio measures liquidity and excludes stock to just really include liquid assets.  The Authority requires a bidder to have a current ratio of at least 1:1.
	8. Contract limit is the size of contract that is considered ‘safe’ to award to a bidder, based on a simple comparison of the estimated annual contract value to the annual turnover of the organisation.  This gives an idea of financial strength to ensure that the bidder can cope financially with this size of contract. The Authority assesses the capacity issue of whether the bidder has the resources to carry out the work and also considers whether the bidder will become over-dependant on the contract in question. **The Authority requires a bidder to have a turnover of two times the annual value of the total or sum total of the routes for which it is bidding.**
	9. The Authority would consider all of the above in relation to the bidder and that of any ultimate parent company and then a judgement would be made as to the risk that the organisation would represent to the Authority.  If the Authority decides that the financial and economic standing of the bidder represents an unacceptable risk to the Authority, then the bidder will be excluded from further consideration in this process.

# Collaboration Arrangements

* 1. Bidders may wish to submit a collaborative bid. The possible methods for such collaboration are considered below.
	2. Collectively, each entity that wishes to bid (whether it is a single entity, the lead partner or a joint and several liability consortium) is referred to as a “Bidder”. The Bidder is responsible for ensuring that the bid submission is fully completed, and the required information provided in respect of consortium members (as appropriate).
	3. A consortia proposal requires either a clear lead organisation with whom the Authority will contract or evidence of a consortia structure where all members are joint and severally responsible for the performance of the Contract, in which case all consortia members will sign the Contract
	4. The following models of collaborative arrangements are indicative of possible collaborative working arrangements:
	+ Lead partner consortium
	+ Joint and several liability consortiums.
	+ Sub-contracting
	1. **Lead partner consortium:** A lead partner consortium is a consortium of organisations who are working together to bid for, and if successful, gain a place on the Contract. One partner will enter on to the Contract, on behalf of the other consortium members, and will be the conduit by which the Contract is delivered by the consortium members.
	2. It is for the consortium members to assess whether their proposed partners have the capacity and capability likely to be able to deliver the requirements of this Contract. This is not the responsibility of the Authority.
	3. **Joint and several liability consortia:** The Authority will have a Contractual relationship with all members of the consortium. It is usual for one consortium member to be nominated to co-ordinate the consortium bid – which may be referred to as the lead organisation. However, in these circumstances, the lead is for administrative purposes only and all members of the consortium are equally responsible for the delivery of the Contract.
	4. Whilst there is a lead/administrative partner for bid co-ordination purposes, this organisation is not solely liable as the Authority signs the Contract Agreement with all the members of the consortium; thus, all members are jointly and severally liable.
	5. It should be noted that the ultimate responsibility for any sub-contracted obligations would always rest with the Bidder. It is recognised that arrangements in relation to sub-contracting may be subject to future change. However, Bidders should be aware that where, in the opinion of the Authority, sub-contractors are to play a significant role, any changes to those sub-contracting arrangements may constitute a material change for the purposes of procurement law, and therefore may affect the ability of the Bidder to proceed with the procurement process and/or to perform their duties under the Contract Agreement. For the avoidance of doubt, in the event that the Authority considers that such a change constitutes a material change for the purposes of procurement law, then the Authority reserves the right to disqualify the Bidder from the procurement process.
	6. There is an expectation with this model that only minor and / or specialist elements of the service will be sub-contracted, i.e. the lead Bidder will deliver the core elements of the service.
	7. The Authority will make payments to the Bidder; that Bidder is responsible for payments to its sub-contractors. However, they would expect payments to sub-contractors to mirror the payment conditions to the Bidder.
	8. The Authority would not usually expect to see evidence of the administrative arrangements between the Bidder and sub-contractor, however, may wish to see evidence of performance monitoring, due diligence and subcontractor agreements and/or policies.
	9. Whilst the Authority does not have a contractual arrangement with the sub-contractors, it does reserve the right to veto a choice of sub-contractor, if they are deemed to be unacceptable or inappropriate.
	10. It is expected that successful Bidder will have signed up to the Prompt Payment Code and/or will be willing to report to the Authority their Sub-Contract payment performance.

# Annex A - FORM OF TENDER LETTER

**Invitation to tender for:** Supported Bus Services including Park, and Ride

***Important Note:  This is to be on a Bidder’s letter headed paper. Where a Bidder is a consortium, this Form of Tender Letter must be signed by the authorised signatories of all members of the consortium. Each signatory must confirm his/her name and title as well as the full name and address of the member of the consortium on whose behalf he/she is signing.***

To: West of England Combined Authority.

We the undersigned, having read the draft Contract and Specification do hereby offer to complete the supply of services required to be performed in the carrying out of the above contract in accordance with the above documents, to the criteria as appended to this letter.

We understand that the Authority is not bound to accept the lowest or any tender and will not pay any expenses incurred by us in connection with the preparation and submission of this Tender.

We agree that my/our tender remains open for consideration for a period of 120 days from the date fixed for tender submission. We declare that the insurance specified in the draft Contract is currently maintained by us.

We confirm that we have the capability and resources to meet all requirements of the draft Contract and the Specification in terms of quality, cost, and time.

Signed:

Designation:

(Duly authorised to sign tenders and give such certificate for and on behalf of:

Tenderer:

Date:

Address:

# Annex B - NON-COLLUSION CERTIFICATE

I, the undersigned, in submitting the accompanying tender to

(Name of Client)………………………………………………

………………………………………………………………………………………………

in relation to (details of tender and reference)……………………………............

……………………………………………………………………………………………….

certify on behalf of (name of Bidder)………………………………………………

that, with the exception of any information attached hereto (see \* below):

1) this tender is made in good faith, and is intended to be genuinely competitive;

2) the amount of this tender has been arrived at independently, and has not been fixed, adjusted, or influenced by any agreement or arrangement with any other undertaking, and has not been communicated to any competitor.

3) we have not entered into any agreement or arrangement with any competitor or potential competitor in relation to this tender;

4) I have read and I understand the contents of this Certificate, and I understand that knowingly making a false declaration on this form may result in legal action being taken against me.

In this certificate, the word ‘competitor’ includes any undertaking who has been requested to submit a tender or who is qualified to submit a tender in response to this ITT, and the words ‘any agreement or arrangement’ include any such transaction, whether or not legally binding, formal, or informal, written, or oral.

\* Information is/is not attached hereto (delete as appropriate)

SIGNED: ....................................................

FOR AND ON BEHALF OF:........................................

DATE:.........................................

# Annex C - CERTIFICATE AS TO CANVASSING

I/We hereby certify that I/We have not canvassed or solicited any Member, Officer or Employee of the Authority, or the Participating Authorities in connection with the acceptance of this tender or any other tender or proposed tender for the service and that no person employed by me/us or acting on my/our behalf has so acted.

I/We further hereby undertake that I/We will not in future canvass or solicit any member, officer, or employee of the Authority in connection with the award of this tender or any other tender or proposed tender for the service and that no person employed by me/us or acting on my/our behalf will so act.

Signed:

Designation:

(Duly authorised to sign tenders and give such certificate for and on behalf of:

Tenderer

Date: Address: