

Invitation to Tender (ITT)
For the Provision of
Passenger Transport and related Services using taxis, minibuses and coaches
CONTRACT REFERENCE NUMBER DN181203



**PLEASE READ THESE INSTRUCTIONS CAREFULLY BEFORE PREPARING YOUR
SUBMISSION.**

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Section 1 – Invitation to Tender

1 Preamble

1.1 Introduction

The London Borough of Enfield is seeking to procure Passenger Transport Services for Home to School Travel using taxis, minibuses and coaches and staff. This ITT is issued as part of the procurement process which the Council is managing under the restricted procedure in accordance with the Public Contract Regulations 2015. A Prior Information Notice published in OJEU reference number 2016/S 1999-358521 was published on 12th October 2016.

The London Borough of Enfield (LBE) has a statutory duty to provide Home to School transport for some 700 qualifying Special, Educational Needs (SEN) and Looked After Children (LAC) learners. This transport is provided by a combination of internal staff and external contractors using a mix of taxis, minibuses and coaches.

A Dynamic Purchasing System (DPS) has been created and providers accepted onto the DPS will be eligible to tender for education transport routes. The DPS differs from the previous contracts in that new potential providers can be accepted onto it at specified intervals throughout its lifespan.

The DPS will be open to all taxi and minibus operators and individual private hire and hackney carriage licensed drivers, vehicle providers and staff providers.

Organisations accepted onto the DPS, will be invited to tender for individual routes by electronic submission of tender, normally followed by a reverse auction (e-auction) process. In some cases, where circumstances require and solely at the Council's discretion, routes may be awarded without the reverse auction process being conducted. Acceptance onto the DPS does not in any way guarantee work, but enables the opportunity to bid.

The provision of home to school transport is of high importance to the Council. The service supports the educational development of the learners, many of whom are amongst the most vulnerable members of the local community. Service quality, along with high standards of care and safeguarding are therefore paramount.

The DPS will remain in place for a period of 5 years, with the option to extend for a further 4 years in 2 yearly increments, subject to performance and the councils on-going requirements.

The services required will be for individual Categories as follows:

Category :	Description
Category 1	Education and Children's Social Care Taxis (Private Hire or Hackney) up to 8 passengers with driver
Category 2	Wheelchair accessible vehicles (to carry wheelchairs in a forward-facing position only). Licensed Vehicle, 8 seats or less with driver
Category 3	Up to 16 passenger seat Minibus with Driver and potentially passenger assistant

Category 4	Up to 24 passenger seat Coach with driver and potentially passenger assistant
Category 5	Wheelchair Adapted / Tail Lift 16 seat Minibus with driver and potentially passenger assistant NOTE: Actual vehicle configuration and seating to be confirmed depending on passenger requirements.
Category 6	Ad-hoc travel.
Category 7	Wheelchair Adapted/Tail Lift 16 Seat Minibus Only
Category 8	Up to 24 passenger seat Minibus Only

Providers should clearly indicate which category or categories they are interested in submitting a proposal for by completing the relevant Pricing Schedule (Categories 1 to 8) and completing Appendix E. Providers can submit proposals for a single or multiple categories or any combination of categories. The Authority envisages awarding 20 to 30 provides across all 8 categories.

Each category comprises of a series of routes, which are detailed in Appendix D. The Authority envisages selected providers which have pass the SSQ stage to bid for relevant categories and routes through an outline auction through the Authorities online portal (<https://www.londontenders.org/>). In advance on the auction providers are required to complete Appendix D for each category which will form their initial bid for the relevant lot and routine.

The documents which comprise this ITT are listed below:

- ITT for Passenger Transport
- Appendix A – General Specification
- Appendix B – Vehicles Specification
- Appendix C – Vehicle questionnaire
- Appendix D – Route Information: Category 1-8
- Appendix E – Proposed Terms and Conditions of Contract
- Appendix F - Certificate of Non-Collusion
- Appendix G – Form of Tender
- Appendix H – Parent Guarantee or Bond If required

Providers should read all these documents and the following instructions carefully before completing the remaining documentation, and must comply with the terms of this ITT. Failure to comply with these requirements for completion and submission of the tender may result in the rejection of your tender. Providers should acquaint themselves fully with the extent and nature of the services and contractual obligations contained herein and take any independent financial or legal advice, if necessary, as early as possible in the process and Providers are deemed to have done so before submitting a tender.

All responses are to be uploaded within www.londontenders.org

No information contained in this tender or in any communication between authority and any provider in connection with this tender shall be relied upon a constituting a Contract, Agreement or representation that any Agreement shall be offered in accordance with this tender. The Authority reserves the right subject to the appropriate procurement regulations, to change without notice the basis of, or the

procedures for, the competitive tendering process at any time. Under no circumstances shall the Authority incur any liability in respect of this tender or any supporting documentation. All costs borne within the tendering exercise shall be fully at the tenderers expense, the authority shall not be liable for any expense whatsoever with the submissions of this tender or any subsequent bids.

Direct or indirect canvassing of any Council Member, public sector employee or agent by any provider concerning this requirement, or any attempt to procure information from any Council Member, Public Sector employee or Agent concerning this tender may result in disqualification of the provider from consideration for this requirement.

1.2 General Requirements

The Authority is seeking tenders from suitably qualified, legally equipped and compliantly staffed organisations for the provision of SEN and Social Care transport services. The primary requirements of the service will be to transport children, young people with Special Educational Needs (SEN) between their homes and their school or other educational establishments and vulnerable adult social care clients to and from social care service institutions. Providers must be aware that the authority's clients have a wide range of needs including learning, physical and behavioural difficulties at all levels.

The area of service covers collections from within the London Borough of Enfield (LBE) boundaries with destination points to various locations both inside and beyond the boundaries of the borough in accordance with an agreed timetable and routing schedule. Occasional ad-hoc collection and drop off transport services may be required under this contract on an as and when needed basis.

As a guide, the Authority's spend on the required service is between £3-5m per annum, however the Authority does not guarantee any level of spend during the lifetime of the contract.

1.3 Contractual Structure

Any Contract resulting from this ITT which may follow successful admission to the authorised DPS list will be subject to the Terms and Conditions together with any schedules and appendices substantially in the Appendix attached. The Contract sets out the terms and conditions between the Authority and the successful Provider(s) for the provision of the services. Appointment under the Contract will mean that successful Providers will be required to deliver the service/s to the Authority on the terms and conditions set out in the Contract throughout the duration of the Contract.

The duration of the DPS arrangement will be for an initial term of 5 years, with the possible extension for up to a further 4 years at the discretion of the authority and subject to satisfactory performance. Extensions are subject to authority requirements and will be in 2 x 24 months' extensions.

1.4 Award of the Routes

Routes will be awarded on an individual basis with the award criteria for individual routes being by providers achieving the required minimum standards and price. Quality will be assessed upon successful submission of the Standard Selection Questionnaire enabling access to the DPS and will be in the form of pass/fail criteria and scoring for Section 4 and Section 6 of the SSQ at the audit and validation stage. Price will be assessed using an electronic auction, where price alone will be the determining factor.

If providers do not pass the SSQ requirements and minimum standard, they can re-apply to join the DPS Framework at any time during the term of the DPS Framework.

During the post electronic auction phase all priced routes will be assessed for capability and the Council will indicate which route they want to offer the Supplier. Contracts will be awarded ensuring that capability is being met and that the most economically advantageous solution is being made for the Council.

Where circumstances require and solely at LBE discretion, contracts may be awarded without the use of an electronic auction process being conducted, in which case price will be assessed upon submission of an alternative tender process

1.5 Information Provided

The Authority have made every effort to ensure the completeness and accuracy of information provided to Providers but do not warrant any such information. Providers will be deemed to have satisfied themselves as to the accuracy and completeness of such information before submitting their Tenders.

1.6 Information provided at SSQ stage

Providers shall provide details of any areas in which any information which has been provided to the Authority prior to submission of its Tender is no longer fully accurate, comprehensive and up to date and give notice to the Authority of any information which they know or might reasonably be expected to know will become out of date during the term of the Agreement.

2 Content of Tender

Providers tenders shall be made in accordance with the Section 2 (Instructions to Providers) and in Section 3 (Form of Tender).

2.1 Quality Evaluation

Quality will be evaluated as compliance with the minimum standards as required to provide the service(s) and detailed in the SSQ. Information provided by providers will be subject to validation and audit before routes provisionally awarded can commence.

The questions in the sections will be evaluated on a pass/fail or information only basis. In the event of a supplier being awarded a 'fail', the remainder of their submission will not be evaluated and they will be eliminated from the process. Any supplier being awarded a 'fail' will not be invited to participate in the electronic auction or in the case where no electronic auction takes place will not have their tendered price evaluated.

2.2 Price Evaluation

Following successful enrolment to the DPS, Price will be assessed using an electronic auction, where price alone will be the determining factor.

Providers will be required to submit an initial price for any routes to be included in the electronic auction followed by a reverse auction to determine the best bids submitted by providers.

Providers are encouraged to tender via the auction for all routes they are capable of undertaking in accordance with the specification requirements for each route and category.

Any prices provided should be exclusive of VAT, and inclusive of all other costs associated with delivering the services required.

2.3 Post Auction Evaluation

Following evaluation of the electronic-auctions the Authority will make a decision on which, if any, Tenders shall be accepted. If no electronic auction takes place, this decision will occur after evaluation of the Tender submission.

Any route award will be conditional on the Authority approval in accordance with the Authorities internal procedures.

The Council will not enter into any form of binding commitment until the mandatory standstill period under Regulation 87 of the Public Contracts Regulations 2015 has expired and its original decision on which tender shall be accepted remains unchanged following any representations made during the standstill period.

2.4 Insurance and Security

Providers shall have in place the following insurance levels as a minimum for each individual claim:

Public Liability Insurance: £10m

Employer's Liability Insurance: £5m

Providers shall confirm levels of Public liability and Employers Liability insurance (either in place or to be obtained) in their tender and highlight any limitations on cover and enclose a copy certificate or broker's letter to confirm the level and scope of cover, where appropriate.

The Authority may, at their discretion, either before the execution of or during the term of the Contract, require the Provider to supply a Parent Company Guarantee or bond.

2.5 Certificate of Non-Collusion

Providers shall complete the certificate of non-collusion attached at Appendix F (Certificate of Non-Collusion) and upload within the relevant section of London Tenders Portal.

2.6 Procurement Timetable

The envisaged timetable for the selection of the successful Provider to enter into the Contract is as follows:

The intended duration of the DPS is for five years with the option to extend for a further four years in 2 yearly increments.

All routes in categories 1 to 8 will be awarded via the DPS for differing periods of time depending on service requirements. Route(s) will be required for different timescales; this will be dependent upon the age of the child and the needs of the service. If the route mileage or time was to vary by an increase or decrease of 20% the Council will be able to negotiate a revised price with the Supplier. A variance of more than 20% will then be re-procured through the DPS.

The Authority proposes the following timetable for this Tender. This is intended as a guide and whilst the Council does not intend to depart from the timetable it reserves

the right to do so at any stage. Tenderers will be notified accordingly where there is a change in the timetable.

Target Date	Activity
02/12/2016	OJEU notice published with SSQ and Procurement Documents made available to Applicants
12/12/16	Commence Applicants Briefing Sessions
03/01/17	Deadline for SSQ queries (12 noon)
06/01/17	SSQ return date (12 noon)
13/01/17	Evaluation of SSQ's completed
03/12/16	ITT issued to Applicants
16/01/17	Commence E-Auction training sessions
06/01/17	Tender return date
13/01/17	Evaluate SSQs completed and letters issued
30/01/17	E Auctions commence
13/02/2017	Provisional Contract award subject to validation
17/02/2017	Commence Validation and Audit Visits
20/02 – 1/03/17	Standstill Period
17/04/17	Contract Mobilisation

The above timetable is indicative only and subject to variation by the Authority. Providers will be informed of any significant changes.

Section 2 – Instructions to Providers

Tenders must be made in accordance with the following instructions to Providers (the "Instructions"). Tenders that do not comply with these instructions in any way may be rejected by the Authority whose decision in the matter shall be final.

1 Introduction

- 1.1 All Tenderers are requested upon receipt of this ITT, to use the 'Register Intent' facility on the electronic tendering www.londontenders.org to advise on their willingness or otherwise to submit a Tender.
- 1.2 In accordance with the procedure set out under the DPS, Providers are invited to submit a tender in the form required by the ITT for delivery of the services of which these instructions form part.

- 1.3 Tenders shall be presented under the same headings and in the same sequence as required by the ITT.
- 1.4 Providers are responsible for obtaining all information necessary for the preparation of their Tenders. All costs, expenses and liabilities incurred by any Provider in connection with the preparation and/or submission of a response, and in discussion with the Authority, and (in the case of acceptance of a Tender by the Authority) in connection with the execution of the Contract and any relevant documents, shall be borne by that Provider.
- 1.5 The information referred to or contained in the ITT has been prepared by the Authority in good faith but does not purport to be comprehensive or to have been independently verified and may be subject to alteration prior to any award. The Authority in no way warrants any information given to Providers. Providers shall not rely on the information and must carry out their own due diligence checks in order to verify the information provided by the Authority. The Authority accepts no responsibility or liability whatsoever for any loss or damage of whatever kind and howsoever caused arising from or in consequence of Providers' use of or reliance on such information.
- 1.6 The attention of Providers is drawn to the Contract set out in Appendix F Proposed Terms and Conditions of Contract of the ITT. It is essential that Providers are totally familiar with the contents of this document before compiling their Tender.
- 1.7 The procurement timetable is set out at paragraph 2.6 of Section 1.
- 1.8 If any Provider requires any further information or wishes to raise any query, such requests or queries should be addressed in writing via the 'Discussion' area of the London Tender Portal. The Authority will endeavour to answer any requests and/or queries raised, provided that they are received prior to the deadline set under paragraph 4 of Section 1 and provided the Authority considers any such request to be appropriate for reply. Any such requests and/or queries and the Authority's responses will be sent to all Providers, where appropriate.

2. Confidentiality

- 2.1 All information supplied by the Authority in connection with the ITT shall be treated as confidential and Providers shall not, without the prior written consent of the Authority, at any time, make use of such information for any purpose other than the preparation of its Tender.
- 2.2 Providers shall treat the ITT and every part of it and all other information provided by or on behalf of the Authority as private and confidential. Providers shall not disclose the fact that they have been invited to tender or release details of the ITT other than on a strictly confidential basis to those parties whom they need to consult for the purposes of preparing their Tender.
- 2.3 Providers shall not at any time release any information concerning the ITT and/or their Tenders and/or any related documents and/or any negotiation and/or discussion with the Authority in this connection for publication in the press or on radio, television, screen or any other medium.
- 2.4 The Authority reserves the right to retain all Providers' Tenders throughout the period that the Tender remains valid and open for acceptance.

- 2.5 Each Provider undertakes to indemnify the Authority and to keep the Authority indemnified against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the provisions of this paragraph 2 (Section 2).

3. Submission of Tenders

- 3.1 Providers shall complete all relevant questions, and upload responses to evaluation criteria where indicated. Tenders should be received no later than **12 noon on Friday 6th January 2017**. Any Tender received after this time shall be excluded.
- 3.2 No alteration or addition (save for the inclusion of the relevant information) should be made to the Form of Tender. Tenders must not be qualified in any way and must be submitted strictly in accordance with this ITT, including these Instructions. Tenders must not be accompanied by any covering letter or any statement that could be construed as rendering the Tender equivocal and/or placing it on a different footing from other Tenders.
- 3.3 Please note that all documentation must be completed and returned in the original format with the correct page numbers without alterations or substitutions of any kind whatsoever; pages must not be removed or extra pages inserted or replaced.
- 3.4 Providers shall answer all questions as accurately and concisely as possible in the same order as the questions are presented. Where a question is not relevant to the Providers organisation, this shall be indicated with 'N/A'.
- 3.5 Questions shall be answered in English and state all monetary amounts in Pounds Sterling.
- 3.6 The Tenders shall be signed:-
- a) where the Provider is an individual, by that individual,
 - b) where the Provider is a partnership, by all the partners or by at least two (2) partners signing under a power of attorney on behalf of the other partners, a copy of which is to be provided with the Tender,
 - c) where the Provider is a company, by two (2) directors or by a director and the company secretary, such persons being duly authorised for that purpose.
- 3.7 Each Provider shall produce forthwith upon request by the Authority documentary evidence of any authorisation, formation, interpretation and performance referred to in paragraphs 3.6(b) and 3.6(c) above.
- 3.7 Providers shall note that the formation, interpretation and performance of the Contract shall be subject to and interpreted in accordance with the laws of England.
- 3.8 Providers shall include in their Tender all information required by the ITT and all costs necessary to enter into the Contract and to deliver the Services safely and in compliance with all statutory provisions and other rules or regulations relating to the Contract.
- 3.9 Providers Tenders shall remain open for acceptance for a minimum period of 120 calendar days.

4. Non-consideration of Tenders

4.1 The Authority may in their absolute discretion refrain from considering a Tender if either:

- a) in any respect, it does not comply with the requirements of the ITT (including these Instructions), or
- b) the Tender contains any significant omissions.
- c) the Tender is not submitted by the deadline set out in paragraph 3.1 of Section 2 (Instructions to Providers).

5. Rejection of Tenders

5.1 Any Tender or other documents submitted by any Provider in respect of which the Provider:

- a) fixes or adjusts the amount, prices, charges and rates shown:-
- b) by or in connection with any agreement or arrangement with any other person, or
- c) by reference to any other Tender, or
- d) communicates to any person other than the Authority any information except in accordance with paragraph 2.2 above (Section 2), or
- e) enters into any agreement or arrangement with any other person that such other person shall refrain from submitting Tenders or shall limit or restrict the amounts, prices, charges and rates to be shown by any other Provider in its Tender and other documents, or
- f) offers or agrees to pay or give, or does pay or give, now or in the future any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done or offering to do in relation to any other Provider or any other proposed Providers or other documents or current or future commercial or personal relationship any act or omission, or
- g) has directly or indirectly canvassed any member or official of the Authority concerning the acceptance of any Tenders or has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tenders or other tenders made by any other Provider, or
- h) fails to use the English language, or
- i) fails to state monetary amounts in Pounds Sterling,

may not be considered for acceptance and may accordingly be rejected by the Authority provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Authority in respect thereof or to any criminal liability that such conduct by a Provider may attract.

5.2 The Authority reserves the right at any time:

- a) not to award a Contract and to withdraw from, suspend or terminate the procurement procedure, any part of the procurement procedure and to procure

the appointment of the Provider by any alternative means which the Authority see fit (including by way of undertaking a new procurement process), or:

- b) to award the Contract(s) to which this procurement process relates in whole, in part or not at all.

Without incurring any liability whatsoever to the Provider, the Provider acknowledges and agrees that in participating in this ITT, it shall hold the Authority harmless from any liability or loss whatsoever suffered by the Provider as a result of the Authority's actions and/or omissions under this ITT.

6. Acceptance of Tenders, Criteria for Evaluation and Contract Award

- 6.1 The Authority reserves the right to accept any Tender pursuant to the ITT including the reverse auction submissions.
- 6.2 The Authority shall not be bound to accept any Tender and reserve to themselves the right at their absolute discretion to accept or not accept any Tender including any reverse auction submission.
- 6.3 The Authority may without limitation meet with and/or interview Providers, ask for presentations and clarification of material submitted, undertake site visits and seek references as part of the evaluation process. All Tenders made by Providers prior to the Closing Date will be considered, together with any other information that the Authority may require to be submitted.

7. Provider's Warranties

- 7.1 In completing its Tender each Provider warrants, represents and undertakes to the Authority that:
 - a) it has not done any of the acts or matters referred to in paragraphs 5.1(a)-(g) above (Section 2) and has complied in all respects with these Instructions,
 - b) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Authority by the Provider, its employees or agents in connection with or arising out of the Tender is true, complete and accurate in all respects,
 - c) it has made its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to the Tender, and has not relied on information supplied by the Authority,
 - d) it has satisfied itself as to the correctness and sufficiency of the information it has included in its Tender and inserted in the Pricing Schedule,
 - e) it has full power and authority to enter into the Contract and to deliver the goods / services,
 - f) it is of sound financial standing and has and will have sufficient resources available to it to comply with its obligations under the Contract.

8. General

- 8.1 Every part of this ITT and all other documents provided to Providers will remain the property of the Authority and will be returned with the Tender or, if no Tender is submitted, upon the Authority's demand.

- 8.2 Providers are advised to retain for themselves details of their Tenders. The Authority reserves the right to make a charge if a Provider requests a copy of its Tender.

9. Data Protection Act and Freedom of Information Requirements

- 9.1 Providers shall at all times:

- a) comply with the Data Protection Act 1998 (the “DPA”),
- b) indemnify the Authority against loss, destruction or procuring of data contrary to the DPA by the Provider, its servants or agents, and
- c) in accordance with paragraph 12 of Part II of Schedule 1 to the DPA, comply with obligations equivalent to those imposed on a data controller by the seventh principle of Part 1 of Schedule 1 to the DPA.

- 9.2 The Authority is subject to the Freedom of Information Act 2000 (the “FOIA”) and Environmental Information Regulations 2004 (the “EIR”) under which members of the public or any interested party may make a request for information held by the Authority at the time of the request.

- 9.3 Following such request, the Authority will consider the disclosure of any information, including price quotes, contained in Submissions both successful and unsuccessful, subject to the exemptions of the FOIA and EIR. Providers shall be aware that attaching a blanket label of ‘private and confidential’, ‘commercially confidential’ or similar to a Tender may not exempt that Tender from disclosure under the FOIA and/or EIR.

- 9.4 If a Provider considers that all or any part of its Tender and/or any specific information contained therein constitute a ‘trade secret’, or that the Tender or information is commercially sensitive information disclosure of which would be likely to prejudice the commercial interests of any party, believes that a duty of confidentiality applies or otherwise considers that such documents and/or information falls within any other exemption set out in the FOIA and/or EIR, the Provider should:

- a) attach information it considers to be commercially sensitive e.g. costing or trade secrets in a separate schedule marked ‘commercially sensitive information’ or ‘trade secret’ and include a time limit for the sensitivity of the information, and
- b) in respect of such schedule and/or specific information, identify the particular FOIA and/or EIR exemption that the Provider claims applies in the particular circumstances. Providers shall do so in full knowledge of the relevant terms of the Lord Chancellor’s Code of Practice (the “Code”) under Section 45 of the FOIA, giving advice to public authorities on the handling of requests under the FOIA. This will enable Providers to make such claims based on reasons that address the requirements of the Code. Further information about the FOIA and a copy of the Code is available from the Department of Constitutional Affairs’ web-site at www.dca.gov.uk/foi/reference/impref/codepafunc.htm

- 9.5 Providers shall be aware that, even when they have scheduled or identified relevant documents and/or information and claimed exemption pursuant to paragraph 9.4 above (Section 2), the Authority will have complete discretion in deciding whether such documents and/or information should be disclosed under the FOIA and/or EIR.

Section 3 – General Specification

Please see separate document Appendix A

Section 4 – Vehicle Specification

Please see separate document Appendix B

Section 5 – Vehicle Questionnaire

Providers are required to complete and upload the Vehicle Questionnaire in Appendix C

Section 6 – Route Information and Pricing Schedule

Providers are required to complete and upload the Form of Tender in Appendix D

Section 7 - Terms & Conditions

Providers are required to complete and upload the Form of Tender in Appendix E

Section 8 – Certificate of Non-Collusion

Providers are required to complete and upload the Form of Tender in Appendix F

Section 9 – Form of Tender

Providers are required to complete and upload the Form of Tender in Appendix G