**Invitation to Tender**

**94003 – Travel Rewards Mobile App to Influence Behaviour**

**PLEASE NOTE: the deadline for receipt of tenders is 12:00 pm on 17th January 2025**

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**Part 1: Information and Instructions**

1. **This invitation to tender**
   1. This invitation to tender (**ITT**) is issued by West Yorkshire Combined Authority (**Combined** **Authority**). The Combined Authority is running this procurement process on its own behalf.
   2. This ITT is made available to all potential suppliers (**Tenderers**) that are interested in tendering for the opportunity advertised in the notice inviting offers for the provision of **94003 - Travel Rewards Mobile App to Influence Behaviour** and associated services to the Combined Authority (the **Services**). Such offers are referred to in this ITT as **Tenders**. Further details about the Services are set out in Appendix 1.
   3. In certain places (including in the questions in Appendix 2 and 3), the Combined Authority is referred to as "we", while Tenderers are similarly referred to using "you" and "your"; this is for consistency with the Government standard selection questionnaire on which Appendix 2 is based.
   4. This ITT is made up of the following content:
      1. the main body of this document – containing this Part 1 (setting out high level information for Tenderers and instructions for submitting Tenders) and Part 2 (which explains how the qualification criteria will be applied to Tenderers and how Tenders will be scored); and
      2. the Appendices containing:
         1. a Statement of Requirements setting out details of the Services and the requirements of the Combined Authority – Appendix 1;
         2. the qualification questions (in the form of a selection questionnaire) –Appendix 2;
         3. the award questions – Appendix 3 – including quality (Appendix 3A) and pricing (Appendix 3B);
         4. the form of tender – Appendix 4;
         5. the contractual terms for the Services – Appendix 5;
         6. GDPR - Appendix 6
2. **Contractual terms**
   1. The terms of the contract that the Combined Authority proposes to enter into are attached at Appendix 5, the entire contractual arrangement is referred to in this ITT as the **Contract**. By submitting a Tender, the Tenderer accepts those terms and confirms that it shall, if successful, enter into the Contract without negotiation or alteration.
   2. Tenderers are not invited to propose changes to those terms or to submit a mark-up as part of their Tender. All Tenders must be on the basis of the contract form included in Appendix 5.
   3. However, if the questions or requests for clarification submitted by Tenderers in accordance with paragraph 5 reveal to the Combined Authority that any aspect of those terms is significantly different to standard market practice, and that difference will have a material impact on the quality or economy of Tenders, the Combined Authority reserves the right to revise and reissue Appendix 5 to all Tenderers, prior to the Closing Time.
3. **This procurement process**
   1. This procurement process is being conducted under the Procurement Contracts Regulations 2015 (**PCR 2015**).
   2. Any potential supplier may submit a Tender. This includes any economic operator (as defined in Regulation 19 of the PCR 2015). This could be a registered company; the lead contact for a group of economic operators; charitable organisation; voluntary community and social enterprise (**VCSE**); special purpose vehicle; or other form of entity.
   3. However, only those Tenderers satisfying the qualification requirements will be eligible for the award of a contract. The qualification requirements are explained in Part 2 and Appendix 2.
4. **Interpretation**
   1. In this ITT, except where the context specifically requires otherwise:
      1. words and expressions that are defined in the Contract shall have the same meaning in this ITT;
      2. words importing one gender include both genders and words importing the singular include the plural and vice versa;
      3. the list of contents and the headings are for ease of reference only and shall not affect the construction of this ITT;
      4. the words **other**, **includes**, **including**, **for example** and **in particular** do not limit the generality of any preceding words and are to be construed without limitation;
      5. where the Combined Authority **reserves the right,** it reserves the right to do so at its absolute discretion;
      6. a reference to a **representative** of the Combined Authority or any Tenderer means any person acting as a representative in connection with this procurement process and includes employees, agents, advisors (internal and external) and other team members;
      7. a reference to a part, paragraph or appendix is to a part or paragraph of, or an appendix to, this ITT;
      8. a reference to a section is to a section in the selection questionnaire in Appendix 2;
      9. a reference to a question number is to a question in Appendix 2 or Appendix 3 (as applicable);
      10. in the event of any conflict or inconsistency between the provisions of this ITT and any other procurement document issued by the Combined Authority to Tenderers, the provisions of this ITT shall prevail; and
      11. any reference to a time is to the time in the UK, either Greenwich Mean Time or British Summer Time as applicable.

## Queries about the Services or this ITT

* 1. Any questions or requests for clarification regarding this procurement process are to be submitted through the Combined Authority's YORTENDER electronic tendering portal no later than the date specified in the below table, so that the Combined Authority can provide any additional information to Tenderers in good time before the Closing Time.
  2. No other approach of any kind in connection with this procurement process, or the Contract to which it relates, should be made to the Combined Authority or its representatives.
  3. If any question or request for clarification is considered to be of material significance, both the question / request and the response will be communicated, in a suitably anonymous form, to all the Tenderers.
  4. If a Tenderer wishes the Combined Authority to treat a question or request for clarification, or the response, as confidential and not issue it to all Tenderers, this must be stated when submitting the question or request for clarification. If, in the opinion of the Combined Authority, the question or request for clarification cannot be responded to on a confidential basis, the Combined Authority will inform the Tenderer and give that Tenderer an opportunity to withdraw it. If it is not withdrawn, the question or request for clarification, and the response, will be issued to all Tenderers.

## Timetable

* 1. The proposed timetable for this procurement process is as follows. This is intended as a guide and, while the Combined Authority does not intend to depart from the timetable, it reserves the right to do so at any time, including by shortening or lengthening any stage:

|  |  |
| --- | --- |
| **Event** | **Date** |
| ITT made available | 10/12/24 |
| Deadline for enquires / queries to be submitted | 18/12/24 |
| Deadline for enquires / queries to be replied to | 20/12/24 |
| Closing Time (deadline for submission of Tenders) | 17/01/24 |
| Completion of evaluation and notification to unsuccessful Tenderers | 05/02/24 |
| Following expiry of standstill period and satisfactory internal approvals - Enter into contract with successful Tenderer | 28/02/24 |

## Contract award

* 1. The Combined Authority may award the Contract on the basis of a Tender submitted in accordance with the process outlined in this ITT.
  2. The Combined Authority will follow the process set out in Part 2 to identify the winning Tenderer (**Preferred Tenderer**).
  3. Once the Combined Authority has reached a decision in respect of a contract award by identifying the Preferred Tenderer, all Tenderers will be notified of that decision and the Combined Authority will provide for a standstill period in accordance with the PCR 2015 before entering into any contract.
  4. The Combined Authority will take the necessary steps to finalise the Contract for award to the Preferred Tenderer, including by completing the Tenderer-specific sections of the Contract.
  5. Contract award is subject to the formal approval processes of the Combined Authority. The Combined Authority reserve the right to accept the whole or any portion of this tender, each item being, for this purpose, considered as quoted for separately. There is no obligation for the Combined Authority to accept the lowest or any tender. Until all necessary approvals are obtained, no contract will be entered into with the Preferred Tenderer.
  6. The Combined Authority reserve the right to cancel, abandon and not award the Contract.  The Combined Authority shall not be responsible or liable to the Tenderer in anyway whatsoever as a result of taking this action.

1. Tender submission requirements
   1. Tenderers should complete and submit their Tenders in compliance with the submission requirements in Appendix 2, Appendix 3 and Appendix 4.
   2. Each Tenderer may submit a maximum of one Tender. Variant or multiple tenders are not invited and will not be considered.
   3. Any tender that is over the published budget, will not be evaluated and will be deemed as non - compliant.
   4. All documents comprising the Tender must be completed and uploaded onto the Combined Authority's YORTENDER portal by no later than the Closing Time as detailed in the above table.
   5. All tender submissions that are submitted are required to be in the format provided and in **MSWord**. If the tender submission is not returned in word and the current format, your tender submission may be disqualified from the process and not evaluated any further.
   6. A tender that does not contain all the information required may not be considered valid.
   7. Tenderers are requested to begin the uploading of Tenders onto YORTENDER in good time, as it will not be possible to upload documents after the Closing Time.
   8. Any Tender received after the Closing Time, and / or submitted by any means other than through YORTENDER, may be rejected by the Combined Authority.
   9. By submitting its Tender, the Tenderer shall be deemed to have accepted the conditions and instructions for tendering set out in this ITT. Each Tenderer should read the whole of this ITT carefully, take legal advice if necessary and ensure that its Tender is submitted accordingly.
   10. By submitting its Tender, the Tenderer warrants, represents and undertakes to the Combined Authority that:
   11. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Combined Authority by the Tenderer or its representatives in connection with or arising out of this ITT are true, complete and accurate in all respects, both as at the date communicated and as at the date of submission of the Tender;
   12. the Tenderer has made its own investigations and undertaken its own research and due diligence and has satisfied itself in respect of all matters (whether actual or contingent) relating to this ITT and has not submitted its Tender in reliance upon any information, representation or assumption which may have been made by or on behalf of the Combined Authority; and
   13. the Tenderer has full power and authority to respond to this ITT and to perform the obligations in relation to the Contract and will, if requested, produce evidence of such to the Combined Authority's reasonable satisfaction.
   14. Where there is a change to the information provided to the Combined Authority at any time the Tenderer must advise the Combined Authority as soon as practicable, even if this is after the date of submitting its Tender, and disclose such changes in full. Upon receipt of such information, the Combined Authority will consider whether or not the nature and extent of the changes are such that the Tenderer should be permitted to participate further in this procurement process.
   15. A Tender must be unconditional and capable of acceptance. The Tender must be clear, concise and complete.
   16. The following requirements must be adhered to when submitting Tenders:
   17. the Tender must be in English;
   18. all prices and pricing information must be provided in pounds sterling (£) and be exclusive of VAT and
   19. tendered prices must include all travel and subsistence expenses.
   20. Parts of the Tender requiring a signature on behalf of the Tenderer may be signed electronically. Alternatively, the relevant pages may be printed, signed by hand and scanned to create an electronic document, which should be submitted along with the remainder of the Tender.
   21. Page and word limits apply to the responses to the questions in Appendix 2 and Appendix 3. Any text submitted in excess of the stated limit will be disregarded for the purposes of evaluation and as such will not be taken into account in the scoring.
   22. CV’s can be submitted, if required, separately to the above.

## Other tender rules

* 1. This ITT shall not have contractual effect between the Combined Authority, and any other person. Participation in this procurement process does not create any form of contract (implied or otherwise) between the Combined Authority and any Tenderer.
  2. Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment of any kind on the part of the Combined Authority (or any other person) to enter into a contractual arrangement.
  3. Neither the Combined Authority nor any other person is bound to award any contract as a result of this procurement process.
  4. This ITT and any accompanying documents and other information and documents issued by the Combined Authority have been prepared and provided by (or on behalf of) the Combined Authority in good faith, and the Combined Authority will prepare all subsequent documents and information in good faith. However, neither the Combined Authority nor any of their representatives, gives any warranty, or accepts any liability (including liability for loss or damage or expense suffered or incurred by a Tenderer) in relation to the reasonableness, completeness, fitness for purpose or accuracy of this ITT or such documents or information.
  5. No publicity regarding this procurement process or the award of any contract will be permitted unless and until the Combined Authority has given express written consent to the relevant communication. For example, no statements may be made to the media regarding this procurement process, including the conduct of it or the result, or the nature of any response without the prior written consent of the Combined Authority.

1. **Confidentiality** 
   1. Subject to the exceptions referred to in paragraphs 10.3 to 10.5 below, this ITT is being made available by the Combined Authority on the condition that:
   2. Tenderers shall at all times treat this ITT as confidential;
   3. Tenderers shall not disclose, copy, reproduce, distribute or pass this ITT to any other person at any time; and
   4. Tenderers shall not use this ITT for any purpose other than for the purposes of preparing (or deciding whether to prepare) a Tender.
   5. Tenderers shall procure that each representative of the Tenderer who receives any of the ITT information is made aware of, and complies with, the provisions of this paragraph 10.
   6. Tenderers may disclose, distribute or pass this ITT to another person (including representatives of the Tenderer or the Tenderer's insurers) if either:
   7. this is done for the sole purpose of enabling a Tender to be prepared and the person receiving the ITT undertakes in writing to keep this ITT confidential on the same terms as set out in this ITT; or
   8. the Tenderer obtains the prior written consent of the Combined Authority for such disclosure, distribution or passing of this ITT.
   9. The Combined Authority may disclose Tenders or information relating to the Tenders to its representatives and also to its officers, partners, members, stakeholders or auditors.
   10. The Combined Authority reserves the right to publish the value of any contracts to be awarded by the Combined Authority and the name of the successful Tenderer and to publish such other information regarding Tenders as may be required in accordance with any legislation or other laws or guidance with which the Combined Authority must comply.

## Disclosure pursuant to FOIA and EIR

* 1. In accordance with the obligations placed upon public authorities by the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIR**), all information submitted in response to this ITT may be disclosed in response to a request made pursuant to the FOIA and / or EIR.
  2. In respect of any information submitted which a Tenderer considers to be commercially sensitive, that Tenderer should:
     1. clearly identify such information as commercially sensitive;
     2. explain the implications of disclosure of such information;
     3. identify the applicable exemptions from disclosure under the FOIA and / or EIR; and
     4. detail the envisaged timeframe during which such information will remain commercially sensitive.
  3. Please note, even where information is identified as commercially sensitive, the Combined Authority may be required to disclose such information in accordance with the FOIA and / or EIR if a request is received. Receipt of any information marked as "commercially sensitive" or "confidential" should not be taken to mean that any duty of confidence is accepted by the Combined Authority by virtue of the marking.

1. Intellectual property
   1. The copyright in this ITT is vested in the Combined Authority. This ITT may not be copied, reproduced, or stored in any medium without the prior written consent of the Combined Authority except in relation to the preparation of a Tender. This ITT and all documentation supplied by the Combined Authority in relation to it is and shall remain the property of the Combined Authority and must be returned on demand, without any copies being retained.
2. **Tenderer conduct, conflicts of interest and disqualification**
   1. The Combined Authority reserves the right to disqualify a Tenderer (without prejudice to any other civil remedies available to the Combined Authority and without prejudice to any criminal liability which such conduct by a Tenderer or a representative of a Tenderer may attract) that, in connection with this procurement process:
   2. fixes or adjusts the terms, pricing information or other content of its Tender by or in accordance with any agreement or arrangement with any other Tenderer;
   3. enters into any agreement or arrangement with any other Tenderer or third party that it shall refrain from participating in this procurement process or any part of it;
   4. causes or induces any person to inform the Tenderer of the contents of its Tender or obtains details of the Tender of another Tenderer; offers or gives any inducement or incentive to any person for doing or having done or forbearing from doing any act or omission in relation to this procurement process which is likely to affect competition or any other Tender or proposed Tender;
   5. communicates to any person other than the Combined Authority any of the contents of its Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or in discussions with subcontractors and suppliers (subject to such parties providing undertakings to comply with this ITT including this paragraph 13.1) or in discussions with professional advisers);
   6. carries out any other co-operation or collusion which the Combined Authority considers has actually or potentially undermined competition;
   7. makes a submission, proposal or Tender which is not bona fide and intended to be competitive and is fixed or adjusted by or under or in accordance with any agreement or arrangement (direct or indirect) with any other person;
   8. canvasses or solicits any representative of the Combined Authority in connection with the review, assessment or evaluation of any submissions, proposals or Tenders;
   9. offers any fee or reward or other benefit by way of inducement to any representative of the Combined Authority in connection with this procurement process, or the matters to which it relates; or
   10. does anything in connection with this procurement process which constitutes an offence under the Bribery Act 2010.
   11. Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and its representatives and the Combined Authority and their representatives at all times, including after the date of submitting its Tender. Any Tenderer who fails to comply with this requirement may be disqualified from this procurement process. Tenderers shall notify the Combined Authority as soon as possible if there are any material changes to their corporate structure or such Tenderer enters into a significant contract which has the potential to give rise to such a conflict of interest (in respect of the provision of the Services or otherwise in respect of this procurement process).
   12. In the event of disqualification pursuant to this paragraph 13 or any other provision of this ITT, a Tenderer may be eliminated from this procurement process and its Tender will be rejected.
3. **The Combined Authority's rights**
   1. The Combined Authority reserves the right to:
   2. waive or change the requirements of this ITT from time to time without prior notice being given by the Combined Authority;
   3. seek written clarification or additional documents in respect of a Tenderer's Tender;
   4. disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT;
   5. disqualify any Tenderer that is guilty of material misrepresentation in relation to its Tender or this procurement process generally;
   6. terminate this procurement process and withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis;
   7. choose not to award any contract as a result of this procurement process; and / or
   8. contact any person referred to in the Tender submitted by a Preferred Tenderer for the purposes of verification in order to confirm that the Tenderer's response to any question is true and accurate.
4. **Tender costs**
   1. The Combined Authority will not be liable for any Tender costs, expenditure, work or effort incurred by a Tenderer in proceeding with or participating in this procurement process, including if this procurement process is terminated or changed by the Combined Authority.
   2. By submitting its Tender, each Tenderer confirms its understanding and acceptance of the fact that it shall have no claim against the Combined Authority for such costs and fees and in particular the Combined Authority shall not make any payments to any Tenderer save as expressly provided for in any contract if and when entered into.
5. **Invoicing**
   1. Invoices submitted by the successful tenderer for the goods, services or works supplied as a result of this invitation to tender must be addressed as follows: -

For the attention of the Finance Department

West Yorkshire Combined Authority,

Wellington House

40-50, Wellington Street

Leeds

West Yorkshire

LS1 2DE

and may be sent by e-mail to [finance@westyorks-ca.gov.uk](mailto:finance@westyorks-ca.gov.uk)

* 1. Invoices must not, under any circumstances, be sent to, or addressed to, individuals. Failure to comply with this requirement may result in late payment.
  2. The Combined Authority makes payments by BACS, not purchasing card.

1. **Tender validity**
   1. Tenders must remain open for acceptance by the Combined Authority for a period of 180 days from the Closing Time.
2. **Applicable law**
   1. This ITT and this procurement process is governed by English law and the English courts shall have exclusive jurisdiction over any claims arising out of or in connection with this ITT or the associated procurement process.

# Part 2: Qualification, Evaluation & Award

## 19 Compliance check

19.1 All Tenders will be checked to ensure that the required responses have been submitted in accordance with Appendix 2, Appendix 3 and Appendix 4, including:

(a) responses to all questions in Appendix 2 and Appendix 3;

(b) a signed declaration in the form required by Appendix 2; and

(c) a signed form of tender in the form required by 4.

19.2 Where a Tender is considered by the Combined Authority to be materially non-compliant with the requirements of Appendix 2, Appendix 3 and Appendix 4, the Tenderer may be eliminated from this procurement process and its Tender rejected without any further assessment.

## 20 Assessment of Tenders

20.1 The assessment of Tenders will involve 2 distinct steps:

(a) the qualification step – Tenderers will be assessed against the qualification criteria (as explained in paragraph 21); then

(b) the award step – the award criteria will be applied to the Tenders submitted by all Tenderers that have passed the qualification step (as explained in paragraph 22).

20.2 Following that assessment, the contract award decision will be made on the basis described in paragraph 23.

## 21 Qualification step

21.1 All Tenderers' responses to Appendix 2 will be assessed by the Combined Authority.

21.2 In order to pass the qualification step, a Tenderer must meet all of the following pass thresholds. A Tenderer that does not pass the threshold for any question may be eliminated from this procurement process and its Tender will not pass to the award step and will be rejected:

|  |  |
| --- | --- |
| **Question number** | **Pass threshold** |
| **Section 1 – Potential supplier information** | |
| All questions in 1 | Response provided to all applicable questions. |
| **Section 2 – Grounds for mandatory exclusion** | |
| 2.1(a) | Answer "no" to all **OR** where answer is "yes" provide evidence of self-cleaning in response to questions 2.1(b) and 2.2 which the Combined Authority considers to be sufficient (where applicable) |
| 2.3(a) | Answer "no" **OR** where answer is "yes" provide evidence of self-cleaning in response to question 2.3(b) which the Combined Authority considers to be sufficient (where applicable) |
| **Section 3 – Grounds for discretionary exclusion** | |
| 3.1 | Answer "no" to all **OR** where answer is "yes" provide evidence of self-cleaning in response to question 3.2 which the Combined Authority considers to be sufficient (where applicable) |
| **Section 4 – Economic and Financial Standing** | |
| 4.1 | Answer "yes" to any one of questions 4.1, 4.1(a), 4.1(b) or 4.1(c). |
| 4.2 | Answer "yes".  The Combined Authority's minimum level of economic and financial standing is as follows. Tenderers are required to meet this requirement and must be in a sound financial position to participate.    Initially The Combined Authority will conduct an external credit reference check using Creditsafe. The Combined Authority will accept providers who score 51 or more without further investigation; however, The Combined Authority reserve the right to carry out further financial checks on Tenderers accounts.  Where potential providers score 50 or under, The Combined Authority will carry out further financial checks on Tenderers accounts documents to ascertain the current financial position and in the event of any material concerns, Tenderers may not be considered further and may be excluded from the tendering process. Tenderers who do not have audited accounts must submit a copy of their profit & loss and balance sheet, in English, for the past two years. The Combined Authority may use alternative international credit agencies in order to gain a better understanding of a Tenderers financial standing. |
| **Section 5 – Group information** | |
| 5 | Response provided to all applicable questions.  Tenderers should note that the Combined Authority may require the Preferred Tenderer to provide a parent company, or other, guarantee and / or bond for the performance of its obligations under the Contract. If required, the nature and form of guarantee and / or bond will be notified to the Preferred Tenderer.  In particular, a parent company guarantee would be required where the Preferred Tenderer has relied on its parent company to pass the financial standing thresholds stated in question 4.2. |
| **Section 6 – Technical and Professional Ability** | |
| 6.1 | Pass Constitutes:   1. The provision of 3 examples that demonstrate an organisations previous experience and skills in delivering similar requirements to those detailed in the specification within the last 3 years.   Fail Constitutes:   1. Inability to provide 3 relevant examples 2. Any examples provided not being within the last 3 years 3. The 3 examples do not demonstrate that services provided are similar to those required for this procurement activity.   **OR** where three contract examples cannot be provided, an explanation is given in response to question 6.3 which the Combined Authority considers to be sufficient. |
| **Section 7 – Modern Slavery Act 2016** | |
| 7.1 | Response provided. |
| 7.2 | If applicable, answer "yes" **OR** where the answer is "no", an explanation is given which the Combined Authority considers to be sufficient. |
| **Section 8 – Additional Questions** | |
| 8.1 | Answer "yes". |
| 8.2 | Response provided  *Please note: this question is for reporting purposes only and will not be assessed.* |
| 8.4 | Pass Constitutes:   1. The provision of responses to the IT security requirements, explaining how your services meet them.   Fail Constitutes:  Inability to provide satisfactory evidence on the IT security requirements. |

## 22 Award step

22.1 The award criteria will be applied to evaluate and score the Tenders submitted by all Tenderers that have passed the qualification step. The award criteria and weightings are:

|  |  |  |
| --- | --- | --- |
| **Headline Criteria** | **Award Question(s) (Appendix 3)** | **Available Score**  **(out of 1000)** |
| Quality | Question Q1 to Q6 | 800 |
| Pricing | Question P1 | 200 |

### 22.2 QUALITY

|  |  |  |
| --- | --- | --- |
| **Criteria** | **Award Question (Appendix 3A)** | **Available Score**  **(out of 1000)** |
| Methodology | Question 12 | 200 |
| Resource & Capacity to Deliver | Question Q2 | 100 |
| Project Management | Question Q3 | 200 |
| System performance /Technical | Question Q4 | 100 |
| Added value | Question Q5 | 100 |
| Social Value | Question Q6 | 100 |
| **TOTAL** | | **800** |

22.3 The responses to the award questions will be scored by applying the following scoring descriptions to determine the percentage of the available score to be awarded for each criterion. Only the percentage levels specified in the table below will be used to score responses (with no intermediate percentages used).

|  |  |  |
| --- | --- | --- |
| **Scoring Grid** | |  |
|  | ***Score*** | ***Definition*** |
| Excellent | 100% | **Exceeds the requirement:**  As for "Good" but Tenderer additionally provides exceptional demonstration of its ability, understanding, experience, skills, resource & quality measures required to provide the Services. Response also identifies factors that will offer potential added value over and above the CA’s requirements as set out in the Specification, with evidence to support the response. |
| Good | 80% | **Satisfies the requirement and provides confidence of ability to deliver Services:**  Above average demonstration by the Tenderer of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the Services. Response provides sufficient level of detail and evidence of a proven track record in delivering similar services so as to give the Combined Authority confidence that the Tenderer will be able to deliver the Services in a way which fully complies in all material respects with the Combined Authorities requirements. |
| Acceptable | 60% | **Appears to satisfy the requirement:**  Demonstration by the Tenderer of the relevant ability, understanding, experience, skills, resources & quality measures required to provide the Services, with evidence to support the response. |
| Minor Reservations | 40% | **Appears to satisfy the requirement with reservations:**  Some reservations of the Tenderer’s relevant ability, understanding, experience, skills, resources & quality measures required to provide the Services, with limited evidence to support the response. |
| Serious Reservations | 20% | **Appears to satisfy the requirement with major reservations:**  Considerable reservations of the Tenderer’s relevant ability, understanding, experience, skills, resources & quality measures required to provide the Services, with little or no evidence to support the response. |
| Unacceptable | 0 | **Does not meet the requirement:**  Does not comply and/or insufficient information provided to demonstrate that the Tenderer has the ability, understanding, experience, skills, resource & quality measures required to provide the Services, with little or no evidence to support the response. |

### 22.5 PRICING

|  |  |  |
| --- | --- | --- |
| **Criteria** | **Reference** | **Maximum Score** |
| Pricing Schedule | Appendix 3B | 200 |
| **TOTAL** | | **200** |

22.6 The Combined Authority will calculate the lowest price of all tenders. The lowest-priced tender will score full marks and other tender scores will be calculated on the basis of their deviation from the lowest. For every 1% a price is higher than the lowest, 1% will be deducted from that tenderer’s score. Any price that has a difference of 100% or more against the lowest price received, a minus score will show. To follow the fairness and transparency principles any score that is shown as a minus figure will be given a 0.

Please find below an example of the pricing methodology.

|  |  |  |  |
| --- | --- | --- | --- |
| Lowest gets full marks - all others 1% off the score for every 1% higher than lowest | | | |
| **Tenderer** | **Price** | **Score** | **% difference** |
| Tender A | £100,000 | 500 | - |
| Tender B | £123,000 | 385 | 23.00 |
| Tender C | £130,000 | 350 | 30.00 |
| Tender D | £150,000 | 250 | 50.00 |
| Tender E | £200,000 | 0 | 100.00 |

|  |  |  |  |
| --- | --- | --- | --- |
| Lowest gets full marks - all others 1% off the score for every 1% higher than lowest | | | |
| **Tenderer** | **Price** | **Score** | **% difference** |
| Tender A | 100000 | 500 |  |
| Tender B | 123000 | =+$C$3\*(1-D4/100) | =+(B4-$B$3)/$B$3\*100 |
| Tender C | 130000 | =+$C$3\*(1-D5/100) | =+(B5-$B$3)/$B$3\*100 |
| Tender D | 150000 | =+$C$3\*(1-D6/100) | =+(B6-$B$3)/$B$3\*100 |
| Tender E | 200000 | =+$C$3\*(1-D7/100) | =+(B7-$B$3)/$B$3\*100 |

22.7 The responses to each of the pricing criteria in Appendix 3B will be scored by applying the scoring formula set out in the referenced tab. In applying each formula, only the pricing submitted in compliant Tenders that have not been eliminated from this procurement process will be taken into account.

22.8 Suppliers may enter a value of £0 for any of the items (however this will be rounded up to £0.01 for mathematical reasons to enable the calculation to be carried out). This will be given the maximum score of 200 points. However, please note that the rules on abnormally low tenders are applicable to this procurement process.

## 23 Contract award

23.1 On finalising the scoring during the award step set out in paragraph 22, the Combined Authority will make its award decision on the basis of the most economically advantageous Tender – being the highest scoring Tender following completion of evaluation.

23.2 Tenderers will be notified of the result of this procurement process as soon as possible, and will be provided with the details required by the PCR 2015 before commencement of the standstill period.

23.3 Tenderers should be aware that details of the successful Tenderer's scores against the evaluation criteria will be communicated to other Tenderers in the award decision notices and the Combined Authority will publish a Contract Award Notice in accordance with the PCR 2015.

# Appendix 1 – Statement of Requirements

*Please see separate document entitled: "Appendix 1 – Statement of Requirements".*

# Appendix 2 – Selection Questionnaire

### Note: All Tenderers should complete the required forms set out in this Appendix 2.

## 1 Potential Supplier Information and Exclusion Grounds: Sections 1, 2 and 3

1.1 Sections 1, 2 and 3 require a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

1.2 A completed declaration of Sections 1, 2 and 3 provides a formal statement that the organisation making the declaration has not breached any of the exclusion grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Sections 1, 2 and 3. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

## 2 Self-Cleaning (Sections 2 and 3)

2.1 A potential supplier who has been excluded from public procurement can have the exclusion ended if they effectively “self-clean”.

2.2 If you are seeking to establish self-cleaning, you must demonstrate that you have taken sufficient remedial action, to the satisfaction of the Combined Authority. In order for the evidence provided to be sufficient it must, as a minimum, prove that you have “self-cleaned” as follows:

(a) paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;

(b) clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and

(c) taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

2.3 The actions agreed on deferred prosecution agreements (DPAs) may be submitted as evidence of self-cleaning and evaluated by the Combined Authority as described below.

2.4 The measures taken shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. If such evidence is considered by the Combined Authority (whose decision will be final) as sufficient, you will be allowed to continue in this procurement process.

2.5 If you cannot provide evidence of "self-cleaning" that is acceptable to the Combined Authority, you will be excluded from further participation in this procurement process (as explained in paragraph 20 of the ITT) and provided with a statement of the reasons for that decision.

## 3 Supplier Selection Questions (Sections 4 to 8)

3.1 Sections 4 to 8 of this Appendix provides instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and / or any sub-contractors.

3.2 If the relevant documentary evidence referred to in this 0 2 is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant Tenderer.

## 4 Consequences of misrepresentation

If you seriously misrepresent any factual information in filling in this 0 2, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

## 5 Notes for completing this Appendix 2

5.1 Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.

5.2 The Combined Authority recognises that arrangements set out in question 1.2, in relation to a group of economic operators (for example, a consortium) and / or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the Combined Authority immediately of any change in the proposed arrangements and ensure a completed Sections 1, 2 and 3 is submitted for any new organisation relied on to meet the selection criteria. The Combined Authority will make a revised assessment of the submission based on the updated information.

5.3 For Sections 1, 2 and 3 every organisation that is being relied on to meet the selection criteria must complete and submit the self-declaration.

5.4 For answers to the questions in Sections 4 to 8 – If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and / or any sub-contractors, providing one composite response and declaration.

## 6 Confidentiality and disclosure

The Combined Authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and / or contracting authorities defined by the Public Contracts Regulations 2015, or pursuant to an order of the court or demand made by any competent authority or body where the Combined Authority is under a legal or regulatory obligation to make such a disclosure.

## Section 1: Potential Supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Sections 1, 2 and 3 self-declaration.

|  |  |  |
| --- | --- | --- |
| **Section 1** | **Potential supplier information** | |
| **Question number** | **Question** | **Response** |
| 1.1(a) | Full name of the potential supplier submitting the information |  |
| 1.1(b) – (i) | Registered office address (if applicable) |  |
| 1.1(b) – (ii) | Registered website address (if applicable) |  |
| 1.1(c) | Trading status   1. public limited company 2. limited company 3. limited liability partnership 4. other partnership 5. sole trader 6. third sector 7. other (please specify your trading status) |  |
| 1.1(d) | Date of registration in country of origin |  |
| 1.1(e) | Company registration number (if applicable) |  |
| 1.1(f) | Charity registration number (if applicable) |  |
| 1.1(g) | Head office DUNS number (if applicable) |  |
| 1.1(h) | Registered VAT number |  |
| 1.1(i) - (i) | If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established? | Yes  No  N/A |
| 1.1(i) - (ii) | If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s). |  |
| 1.1(j) - (i) | Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement? | Yes  No |
| 1.1(j) - (ii) | If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this. |  |
| 1.1(k) | Trading name(s) that will be used if successful in this procurement |  |
| 1.1(l) | Relevant classifications (state whether you fall within one of these, and if so which one)   1. Voluntary Community Social Enterprise (VCSE) 2. Sheltered Workshop 3. Public service mutual |  |
| 1.1(m) | Are you a Small, Medium or Micro Enterprise (SME) [[1]](#footnote-2) ? | Yes  No |
| 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate: [[2]](#footnote-3)  - Name;  - Date of birth;  - Nationality;  - Country, state or part of the UK where the PSC usually lives;  - Service address;  - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used);  - Which conditions for being a PSC are met;  - Over 25% up to (and including) 50%,  - More than 50% and less than 75%,  - 75% or more.  (Please enter N/A if not applicable) |  |
| 1.1(o) | Details of immediate parent company:    - Full name of the immediate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |
| 1.1(p) | Details of ultimate parent company:  - Full name of the ultimate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |

Please note: A criminal record check for relevant convictions may be undertaken for the Preferred Bidder and the persons of significant control of them.

Please provide the following information about your approach to this procurement:

|  |  |  |
| --- | --- | --- |
| **Section 1** | **Bidding model** | |
| **Question number** | **Question** | **Response** |
| 1.2(a) - (i) | Are you bidding as the lead contact for a group of economic operators? | Yes  No  If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.  If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3. |
| 1.2(a) - (ii) | Name of group of economic operators (if applicable) |  |
| 1.2(a) - (iii) | Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure. |  |
| 1.2(b) - (i) | Are you or, if applicable, the group of economic operators proposing to use sub-contractors? | Yes  No |
| 1.2(b) - (ii) | If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | Name |  |  |  |  |  | | Registered address |  |  |  |  |  | | Trading status |  |  |  |  |  | | Company registration number |  |  |  |  |  | | Head Office DUNS number (if applicable) |  |  |  |  |  | | Registered VAT number |  |  |  |  |  | | Type of organisation |  |  |  |  |  | | SME (Yes/No) |  |  |  |  |  | | The role each sub-contractor will take in providing the works and / or supplies e.g. key deliverables |  |  |  |  |  | | The approximate % of contractual obligations assigned to each sub-contractor |  |  |  |  |  | | |

**Contact details and declaration**

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false / misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

|  |  |  |
| --- | --- | --- |
| **Section 1** | **Contact details and declaration** | |
| **Question number** | **Question** | **Response** |
| **1.3(a)** | **Contact name** |  |
| **1.3(b)** | **Name of organisation** |  |
| **1.3(c)** | **Role in organisation** |  |
| **1.3(d)** | **Phone number** |  |
| **1.3(e)** | **E-mail address** |  |
| **1.3(f)** | **Postal address** |  |
| **1.3(g)** | **Signature (electronic is acceptable)** |  |
| **1.3(h)** | **Date** |  |

## Sections 2 and 3: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Sections 1, 2 and 3 self-declaration.

|  |  |  |
| --- | --- | --- |
| **Section 2** | **Grounds for mandatory exclusion** | |
| **Question number** | **Question** | **Response** |
| 2.1(a) | **Regulations 57(1) and (2)**  The detailed grounds for mandatory exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage. | |
|  | Participation in a criminal organisation | Yes  No  If Yes please provide details at 2.1(b) |
|  | Corruption | Yes  No  If Yes please provide details at 2.1(b) |
|  | Fraud | Yes  No  If Yes please provide details at 2.1(b) |
|  | Terrorist offences or offences linked to terrorist activities | Yes  No  If Yes please provide details at 2.1(b) |
|  | Money laundering or terrorist financing | Yes  No  If Yes please provide details at 2.1(b) |
|  | Child labour and other forms of trafficking in human beings | Yes  No  If Yes please provide details at 2.1(b) |
| 2.1(b) | If you have answered yes to question 2.1(a), please provide further details.  Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,  Identity of who has been convicted  If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. |  |
| 2.2 | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning) | Yes  No |
| 2.3(a) | **Regulation 57(3) of the PCR 2016**  Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | Yes  No |
| 2.3(b) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and / or fines. |  |

Please Note: The Combined Authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

|  |  |  |
| --- | --- | --- |
| **Section 3** | **Grounds for discretionary exclusion** | |
|  | **Question** | **Response** |
| 3.1 | **Regulation 57 (8)**  The detailed grounds for discretionary exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation. | |
| 3.1(a) | Breach of environmental obligations? | Yes  No  If yes please provide details at 3.2 |
| 3.1 (b) | Breach of social obligations? | Yes  No  If yes please provide details at 3.2 |
| 3.1 (c) | Breach of labour law obligations? | Yes  No  If yes please provide details at 3.2 |
| 3.1(d) | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State? | Yes  No  If yes please provide details at 3.2 |
| 3.1(e) | Guilty of grave professional misconduct? | Yes  No  If yes please provide details at 3.2 |
| 3.1(f) | Entered into agreements with other economic operators aimed at distorting competition? | Yes  No  If yes please provide details at 3.2 |
| 3.1(g) | Aware of any conflict of interest within the meaning of Regulation 24 due to the participation in the procurement procedure? | Yes  No  If yes please provide details at 3.2 |
| 3.1(h) | Been involved in the preparation of the procurement procedure? | Yes  No  If yes please provide details at 3.2 |
| 3.1(i) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | Yes  No  If yes please provide details at 3.2 |
| 3.1(j)  3.1(j) - (i)  3.1(j) - (ii)  3.1(j) –(iii)  3.1(j)-(iv) | Please answer the following statements  The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.  The organisation has withheld such information.  The organisation is not able to submit the required documents supporting such information.  The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | Yes  No  If Yes please provide details at 3.2  Yes  No  If Yes please provide details at 3.2  Yes  No  If Yes please provide details at 3.2  Yes  No  If Yes please provide details at 3.2 |
| 3.2 | If you have answered Yes to any of the above, explain what measures have been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning) |  |

**Sections 4 to 8: Selection Questions**

|  |  |  |
| --- | --- | --- |
| **Section 4** | **Economic and Financial Standing** | |
|  | **Question** | **Response** |
| 4.1 | Are you able to provide a copy of your audited accounts for the last two years, if requested?  If no, can you provide **one** of the following: answer with Y/N in the relevant box. | Yes  No |
| (a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation. | Yes  No |
| (b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. | Yes  No |
| (c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and / or the bank, charity accruals accounts or an alternative means of demonstrating financial status). | Yes  No |
| 4.2 | Where we have specified a minimum level of economic and financial standing and / or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering ‘Yes’ or ‘No’ that you meet the requirements set out. | Yes  No |

|  |  |  |
| --- | --- | --- |
| **Section 5** | **If you have indicated in response to question 1.2 that you are part of a wider group, please provide further details below:** | |
| Name of organisation | |  |
| Relationship to the Supplier completing these questions | |  |

|  |  |  |
| --- | --- | --- |
| 5.1 | Are you able to provide parent company accounts if requested to at a later stage? | Yes  No |
| 5.2 | If yes, would the parent company be willing to provide a guarantee if necessary? | Yes  No |
| 5.3 | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)? | Yes  No |

|  |  |  |  |
| --- | --- | --- | --- |
| **Section 6** | **Technical and Professional Ability** | | |
| 6.1 | **Relevant experience and contract examples** Please provide relevant 3 examples of your organisation’s previous experience in relation to delivering similar requirements to those stated in Appendix 1 - Statement of Requirements in relation to this commission.  Bidders are to demonstrate through recent and relevant examples that their organisation has the necessary skills, experience and track record of undertaking works of a similar nature. Please provide examples of similar projects undertaken within the last three years to evidence your ability to meet the requirements of this brief.  The contracts can be in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work.  The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below. Please note all examples must be from the lead organisation.  **Failure to provide 3 relevant examples as detailed in section 20.2, Qualification Step - Section 6.1. will result in your submission being removed from the evaluation process and the remainder of your submission will not be scored.** | | |
|  | **Insert Response here: (maximum 500 words per example contract)** | | |
| **Contract Example Details** | | | |
|  | **Contract 1** | **Contract 2** | **Contract 3** |
| **Name of customer organisation** |  |  |  |
| **Point of contact in the organisation** |  |  |  |
| **Position in the organisation** |  |  |  |
| **E-mail address** |  |  |  |
| **Description of contract** |  |  |  |
| **Evidence of success** |  |  |  |
| **Contract start date** |  |  |  |
| **Contract completion date** |  |  |  |
| **Estimated contract value** |  |  |  |

|  |  |
| --- | --- |
| 6.2 | Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)  Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries) |
|  | **Insert response here:** |

|  |  |
| --- | --- |
| 6.3 | If you cannot provide at least one example for question 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract. |
|  | **Insert response here:** |

|  |  |  |
| --- | --- | --- |
| **Section 7** | **Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015** | |
| 7.1 | Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")? | Yes  No |
| 7.2 | If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act? | Yes  Please provide the relevant url to view the statement…  No  Please provide an explanation |

|  |  |  |  |
| --- | --- | --- | --- |
| **Section 8** | **Additional Questions** | | |
|  | **Question** | **Response** | |
| 8.1 | **Insurance**  Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, all levels of insurance cover indicated below (all levels per occurrence and unlimited in respect of the number of occurrences during any one insurance period). Note that the Preferred Bidder will be required to provide evidence of this at contract award stage.  Employer’s (Compulsory) Liability Insurance = £5m  Public Liability Insurance = £5m  Professional Indemnity Insurance = £1m  \*It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders. | Yes  No | |
| 8.2 | **Number of employees**  Does your organisation have fewer than 250 employees? | Yes  No | |
| 8.3 | **Data Protection**  Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the UK General Data Protection Regulations and to ensure the protection of the rights of data subjects. | Yes  No | |
| 8.4 | | **IT Security Requirements**  Please provide satisfactory evidence that:   1. All personally identifiable information will be encrypted in transit and at rest 2. All personally identifiable information will be protected using multifactor authentication. 3. You are Cyber Essentials Plus accredited and /or have achieved ISO 27001. 4. You have put in place security solutions to prevent the likelihood of a successful cyber-attack affecting WYCA data and/or availability of the system (i.e. web application firewalls, anti-malware etc.). 5. The App will be provided with 99% availability, ensuring no single component point of failure. 6. You have a high-level disaster recovery plan. Details of which may be requested. 7. The supplier must ensure that the app complies fully with WCAG 2.1 AA standards, guaranteeing accessibility for users and providing an inclusive experience across all platforms. | |
|  | | **Insert response here:** | |

# Appendix 3 – Award Questions

## 1 Notes for completing this Appendix

1.1 Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’.

1.2 If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and / or any sub-contractors, providing one composite response.

## Appendix 3A (Quality)

|  |  |
| --- | --- |
| **Question Q1 –**  **Methodology** | **200** |
| Please, describe the proposed approach to be adopted to provide the deliverables outlined in the Statement of Requirements.  Your response should include how the requirements and activities are going to be met including recognising the challenges that are likely to be faced during the course of the contract and any advantages your chosen approach may offer in addressing these.  You may draw upon your approach to similar projects that you have completed previously and how this will inform your chosen methodology. | |
| **Insert response here (maximum 2 sides of A4 paper at 12pt Arial):** | |

|  |  |
| --- | --- |
| **Question Q2 –**  **Resources** **& Capacity to Deliver** | **100** |
| Please describe how you intend to resource the contract by providing:   ·      An outline of the proposed team structure including key person/s you will assign, describing their role, skills and relevant experience to support successful contract delivery.  ·      Demonstration that you have sufficient capacity to deliver within the contract timescales. Please include any relevant recruitment activity that may be required.  ·      An outline of any risks related to resource or capacity and how you intend to manage these risks.  ·      A CV for key personnel (no longer than one A4 page per person), evidencing that the team allocated has the required skills and experience to successfully undertake our project requirements. These CVs will not be included in the maximum limit stipulated below. | |
| **Insert response here ( maximum 1 side of A4 paper at 12pt Arial ):** | |

|  |  |
| --- | --- |
| **Question Q3 –**  **Project Management** | **200** |
| Please detail your proposed arrangements for managing the quality of this work, its stakeholders and outputs, including how you propose working with the authority during the project.  Please, provide, among others:  A. Plan to market the app.  B. Examples of campaigns that you may want to run during key times across the duration of the contract and your reasoning for choosing.  C.Plan to build up a network of rewards partners evenly across West Yorkshire, specifically looking at local businesses.  D. The level of insight you can offer to demonstrate effective behaviour change and modal shift | |
| **Insert response here (maximum 2 sides of A4 paper at 12pt Arial):** | |

|  |  |
| --- | --- |
| **Question Q4 –**  **System Performance/Technical** | **100** |
| Please explain the functionality of your application and explain the accuracy of detecting when a user is walking, wheeling or using public transport within West Yorkshire.  Please explain any accessibility and inclusivity features/offers that you might be able to offer to users. | |
| **Insert response here (1 side of A4 paper at 12pt Arial):** | |

|  |  |
| --- | --- |
| **Question Q5 – Added Value** | **100** |
| What extras can you offer to West Yorkshire Combined Authority and our District Councils to add value to your service? | |
| **Insert response here (maximum half-side of A4 paper at 12pt Arial):** | |

|  |  |
| --- | --- |
| **Question Q6 – Social Value** | **100** |
| Please refer to the documents included with this tender entitled **“SV ITT 94003 – Travel Rewards Mobile App to Influence Behaviour” and “WYCA TOMs - Master 2024”**.  Please follow the instructions in the SV ITT in order to register on the Social Value Portal and submit your response for the Social Value question.  Tenderers should note that the initiative proposed by the winning Tenderer will form part of the contract, and they will be required to deliver these as part of their fulfilment of the contract.    The successful tenderer will then be mandated to report on their social value delivery on the Social Value Portal (SVP).  There will be a fee payable by the successful bidder of **0.15%** of the total contract value, which will be paid annually, with a minimum fee of **£750** per annum and capped at a maximum possible fee of **£7,500** per annum.  The successful bidder will then have access to the SVP to record and report their social value delivery on the contract, enabling them to generate reports and upload evidence as to how they have made best use of the contract opportunity, against the WYCA TOMs Framework. Social Value Portal would then provide WYCA and the supplier with quarterly reports, articulating the Social Value delivery throughout the duration of the contract. | |
| **Response must be uploaded to the Social Value Portal via the link provided in the SV ITT 94003 – Travel Rewards Mobile App to Influence Behaviour**  (Link Provided below for information – You must refer to the guidance provided before accessing and completing your Social Value response)  <https://app.socialvalueportal.com/s/supplierregistration?svpprojectid=Sl0-0000-0s6Rp> | |

## Appendix 3B (Pricing)

|  |  |
| --- | --- |
| **Question P1 – Pricing** | **200** |
| Please complete all of the yellow highlighted boxes in tab 1 of Appendix 3B. | |
| *Please see separate document entitled: "Appendix 3B – Pricing Document".* | |

# Appendix 4 – Form of Tender

### Note: all Tenderers should complete the required form exactly as set out in this Appendix 4, without amendment.

To: West Yorkshire Combined Authority

Wellington House

40-50 Wellington Street

Leeds

LS1 2DE

Date: [t - ***Tenderer to complete***]

Reference: **Invitation to Tender for 94003 - Travel Rewards Mobile App to Influence Behaviour**

Having examined the ITT (including its Appendices), we tender and offer to provide the Services as specified in those documents and in accordance with the attached documentation to the Combined Authority for the period specified in the Contract.

We confirm that this, taken together with the documents submitted as part of the Tender, comprises all of the documents required to be submitted in accordance with the requirements set out in the ITT, other documents made available to us by the Combined Authority and any subsequent clarifications. Such documents are in an agreed form and no further changes shall be made otherwise than in the absolute discretion of the Combined Authority.

We confirm that we have read and understood all the documentation issued by or on behalf of the Combined Authority and accept the conditions of such documentation. Our Tender remains valid for acceptance by the Combined Authority for 6 months from the Closing Time stated in the ITT.

We confirm by submitting our Tender that we have satisfied ourselves as to the accuracy and completeness of the information we require in order to do so (including that contained within the ITT and any other documents made available to us by the Combined Authority and any subsequent clarifications). We confirm that any determination by the Combined Authority that our Tender is the most economically advantageous offer for the Services, and / or that we are the Preferred Tenderer, will not constitute a binding agreement or contract between us until a formal written contract has been executed.

We agree that the formal contract shall comprise the finalisation and completion of the Contract in Appendix 5 to the ITT. If our Tender is successful, we agree to complete the necessary steps and execute all documentation that is agreed.

We confirm that the Tender submitted is to be regarded as unconditional and capable of acceptance by the Combined Authority.

We hereby warrant, represent and undertake to the Combined Authority that:

* 1. our Tender complies fully with the Tender submission requirements in paragraph 8 (Tender submission requirements) of the ITT; and
  2. none of the conduct outlined in paragraph 13 (Tenderer conduct, conflicts of interest and disqualification) of the ITT is applicable to us in connection with this procurement process.

Without limiting our confirmation above, we undertake to comply with the provisions of paragraph 10 (Confidentiality) of the ITT and agree not to disclose, copy, reproduce, distribute or pass the ITT, or any related information, to any other person at any time except as expressly permitted by the ITT.

I warrant that I have all requisite authority to sign this Tender and confirm that I have complied with all the requirements of the ITT.

|  |  |
| --- | --- |
| **Contact name** |  |
| **Name of organisation** |  |
| **Role in organisation** |  |
| **Authorised signatory details (if different from contact given)** |  |
| **Phone number** |  |
| **E-mail address** |  |
| **Postal address** |  |
| **Signature (electronic is acceptable)** |  |
| **Date** |  |

# Appendix 5 – Contract

*Please see separate document entitled: "Appendix 5 (Contract) 94003 - Travel Rewards Mobile App to Influence Behaviour"*

# Appendix 6 – GDPR

For the purposes of the Data Protection Act 2018, the ‘controller’ of the personal data which you provide in the attached form

is the West Yorkshire Combined Authority (“The Combined Authority”, “we”, “us”) of Wellington House, 40-50 Wellington St, Leeds LS1 2DE (tel: 0113 251 7272) who are the responsible statutory body for the Leeds City Region Enterprise Partnership (“LEP”) and WY Metro. The Combined Authority is registered with the Information Commissioner’s Office with registration number ZA051694.

The Combined Authority is collecting this data and will process it for the purpose of assessing each bid as part of our tender evaluation process.

For some tenders, we may choose to appoint a technical contractor to evaluate tender submissions and as such, we will need to share your details with them. If this is the case, we will ensure this is communicated to all prospective tenderers.

The Combined Authority will not share your personal information with any other organisation or third party other than the circumstances described above. There may be other circumstances in which we may share or use certain information about you, which are:

1. if we have a legal obligation to do so or if we are required or requested to do so by a competent authority such as the police or a court;
2. if we need to use or disclose your information to obtain legal advice or in connection with legal proceedings;
3. if we need to share your information to protect your vital interests if you are unable to give us consent or it is unreasonable for us to ask for your consent in the circumstances (e.g. if you are injured).

We will retain your information as set out below in accordance with our information retention policy and on the expiration of such period we will safely delete it.

* Unsuccessful tender submissions – Current year +1
* Successful tender submissions – For the duration of the service + 6 years

Information provided to the Combined Authority will be processed under Article 6(1)(e) of the GDPR which states that processing is necessary for the purposes of a task carried out in the public interest or in the exercise of official authority vested in the controller.

As a data subject you have a number of rights under the DPA. These include the right to access the information which we hold about you. In some cases you may have a right to have your personal data rectified, erased or restricted, and to object to certain use of your data.

This would not affect the legality of what we do with your personal data before you make such a request and would not stop us from continuing to use your data to the extent that we do not require your consent. It would stop us from further using data for purposes which require your consent (e.g. marketing).

If you are unsatisfied with the manner in which we collect or handle your personal data you have a right to make a complaint to the Information Commissioner’s Office. Information about how to make complaints can be found on the ICO’s website at <https://ico.org.uk>

For further information, or to contact us to make a request, please visit  
<https://www.westyorks-ca.gov.uk/contact/>

The Combined Authority’s Data Protection Officer can be contacted at [DPO@westyorks-ca.gov.uk](mailto:DPO@westyorks-ca.gov.uk)

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Description automatically generated

1. See EU definition of SME <https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en> [↑](#footnote-ref-2)
2. UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance](https://www.gov.uk/government/publications/guidance-to-the-people-with-significant-control-requirements-for-companies-and-limited-liability-partnerships). [↑](#footnote-ref-3)