**Southend-on-Sea Borough Council**

South Essex Active Travel (SEAT) Monitoring and Evaluation Contract

Bid Document

Southend-on-Sea Borough Council

Civic Centre

Victoria Avenue

Southend-on-Sea

Essex

SS2 6ER

November 2017

Our ref: SEATME



**SECTION A – INSTRUCTIONS FOR BIDDING**

Southend-on-Sea Borough Council (“the Council”) has a requirement for a Contractor to deliver various Monitoring and Evaluation services on behalf of the South Essex Active Travel programme led by the Council. Bid Responses must be submitted for the complete provision of the services. Bids relating to only part provision of the required services will be rejected.

All Bid Responses and all supporting documents accompanying the Bid Response must be written in English and all monetary figures must be quoted in pounds sterling (£).

There is a single contract on offer to be delivered in compliance with the detailed requirements of Section B (Specification), the Terms and Conditions (Section C) of contract and your organisations completed Bid Response. The Council reserves the right to amend or modify the Bid Documents prior to the award of Contract. All Bidders will be notified in writing of any such amendment.

The preferred bidder will be determined on the basis of the Bid which substantially fulfils the conditions and which is the most economically advantageous following its evaluation against the award criteria below.

The Bid Documents issued include:

Section A: Invitation to Bid (ITB)

Section B: Specification

Section C: Terms and Conditions

Section D: Suitability Questionnaire

Section E: Technical Questionnaire

Section F: Commercial Questionnaire

Section G: Bid Forms

Appendix A: SEAT ME Approach

Appendix B: SEAT M&E Project Reporting Template

Appendix C: M&E Guidance for Project Managers

Appendix D: Data Protection Policy

**Clarification Requests**

Any clarification questions from the Bidders to the Council should be sent to: [lynseyadams@southend.gov.uk](mailto:lynseyadams@southend.gov.uk)

For audit purposes Bidders should note that all clarification questions must be made in writing (via email). The Council at their discretion reserves the right to circulate any clarification request and related response to all Bidders. All clarification questions must be clearly marked CLARIFICATION with the question and Bidder’s contact details clearly set out.

To allow information to be circulated in time, the deadline for receiving clarification questions is **Noon Friday 8th December 2017**.

**To receive clarifications, Bidders should register their interest to the email address above: confirming the individual and the email address the clarifications are to be forwarded to.**

**Timetable**

Southend-on-Sea Borough Council requires the contract to be in operation as soon as possible.

This work will be commissioned through a single stage Bid process. Bidders must submit their bid submission by email to [lynseyadams@southend.gov.uk](mailto:lynseyadams@southend.gov.uk) with the Subject Heading ***‘Travel Monitoring and Evaluation Contract’.***

|  |
| --- |
| **Bid Responses must be completed and submitted electronically in full via the email prior to 15:00 on Friday 15th December 2017.**  ***(The Council advises that Bidders submit their Bids in plenty of time before the expiry of the Bid Period. Experience has shown Bidders who begin the submission process within the last hour before the deadline have less success in fully submitting the required information. This advice is offered only to assist Bidders avoid or negate any difficulties which may arise in the practical act of submitting their Bid Response.)*** |

The successful bidder will be notified in writing, by **17:00 Friday 22nd December 2017** and invited to an inception meeting on **8th January 2018**.

Please note the dates set out above are indicative and are subject to change at the discretion and written notification of the Council.

**Bid Response Size Limit**

When lodging an Email Bid Response, Bidders should be aware no email can be received by the Council with a size limit greater than 10mb. Completed Bid Responses may exceed this size limit, but Bidders will be required to use multiple emails to submit their bid in its entirety. Bidders must ensure where multiple emails are being used to submit their Bid in its entirety all emails are appropriately labelled using the company name, name of the procurement and reference to any specific email order (example “1 of 3”).

**Conditions of Contract**

Any contract arising from this Bid process will be based on or subject to the Conditions of Contract set out as part of these Bid Documents.

The Council reserves the right to amend the Conditions of Contract, but any amendment or exception requested by a Bidder will be subject to negotiation.

Any such proposed exceptions or amendments to the Specification or the Conditions of Contract must be submitted by the Bidder as part of their Bid Response, using the **Contract Variation Form** provided as part of Section G, and not at a later stage of the procurement exercise. The Council is under no obligation to accept any exception or amendment confirmed in a Bidder’s Contract Variation Form.

Bidders will be deemed for all purposes connected with their Bid Response and the Contract to have carried out and made all researches, investigations and enquiries which can reasonably be carried out and made to have satisfied themselves before submitting their Bid Response.

All costs, expenses and liabilities incurred by any organisation in connection with the preparation and submission of a Bid Response shall be borne by the Bidder. Bidders are responsible, at their own expense, for obtaining all information necessary for the preparation of their Bid. This applies whether or not the Bid Response is successful and it also applies to any additional costs that may be incurred by modification or amendment either to the Bid requirements or the specification of the required goods and / or services.

A Bidder acknowledges upon submission of their Bid Response that they have satisfied themselves that they fully understand the requirements of this Document and any additional information provided by the Council in response to any Bidder Clarification Request relating to this process.

**Purpose of Documents Issued**

The documentation issued by the Council to the Bidder relating to this procurement shall be treated by the Bidder as being private and confidential for use only in connection with the Bid and any resulting contract and shall not be disclosed in whole or in part to any third party without the prior written consent of the Council.

The Contract and all copies are and shall remain the property of the Council and must not be copied or reproduced in whole or in part, save for the Bidder's own purposes in supplying, delivering and/or supplying the required Services.

**Signature of Bid Form**

Bidders must ensure their Bid Response is signed as per the requirements below:

* + 1. where the Bidder is an individual, by that individual;
    2. where the Bidder is a partnership, by 2 authorised partners;
    3. where the Bidder is a company, by 2 directors, or by a director and the secretary of the company, such persons being authorised for that purpose;

The Bidder shall produce forthwith upon the request of the Council documentary evidence of any authorisation referred to above.

**Non-consideration of Form of Bid**

In its absolute discretion, the Council may refrain from considering a Bid if:

* + 1. the whole of the [Services and/or Goods] are not bid for or there are omissions in the Bid;
    2. it is not in accordance with these Instructions
    3. the Bidder makes or attempts to make any variation or alteration to the Contract except in accordance by the method set out in relation to Contract Variation Form.

**Rejection of Bid**

The Council shall reject a Bid, without prejudice to any other civil remedies available to the Council or any criminal liability the Bidder may attract, if the Bidder:

* + 1. fixes or adjusts the prices shown in its Bid by or in accordance with any agreement or arrangement with any other person or by reference to any other Bid; or
    2. communicates to any person other than the Council the amount or approximate amount of the prices shown in its Bid, except where such communication is made in confidence in order to obtain Bids necessary for the preparation of the Bid or for the purposes of obtaining the necessary insurance, Bond Undertaking or Guarantee Undertaking; or
    3. agrees with any other person that such other person shall refrain from submitting a Bid or shall limit, restrict or reduce the prices to be shown by any other Bidder in its Bid; or
    4. offers or agrees to pay or give, or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, or for causing or having caused to be done any act of omission in relation to any other Bidder or any other person's proposed Bid; or
    5. in connection with the award of the Contract, commits an offence under the Bribery Act 2010 or gives any fee or reward the receipt of which is an offence under section 117(2) Local Government Act 1972; or
    6. has directly or indirectly canvassed any member or officer of the Council concerning the acceptance of any Bid or has directly or indirectly obtained or attempted to obtain Confidential Information or any information from any such member or officer or any contractor engaged in providing services to the Council concerning any other Bidder or Bid submitted by any other Bidder.

**Contractor’s Warranties**

In delivering a Bid, the Bidder warrants and represents to the Council that:

* + 1. it has not done any of the acts or matters referred to under “Rejection of Bid” ((a) to (f)) and has complied in all respects with, these Instructions for bidding;
    2. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Bidder or its employees in connection with or arising out of the Bid are true, complete and accurate in all respects;
    3. it has carried out its own investigations and research, and has satisfied themselves in respect of all matters relating to the Specification, Technical Questionnaire, Commercial Questionnaire and the Terms and Conditions of Contract and it has not submitted the Bid and has not entered into the Contract in reliance upon any information, representations (whether negligent or otherwise) or assumptions (whether made orally, in writing or otherwise) which may have been made by the Council;
    4. it has full power and authority to enter into the Contract and carry out the Services and will if requested produce evidence of such to the Council;
    5. it is of sound financial standing and the Bidder and its partners, directors, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in your audited accounts or other financial statements submitted to the Council) which may adversely affect such financial standing in the future;
    6. it has and will have sufficient working capital, skilled employees, equipment, machinery and other resources available to it to supply deliver and (if required) install the specified Goods and/or provide the specified Services in accordance with the Contract and to the Contract Standard for the Contract Period; and
    7. by the Commencement Date you will procure and during the period of the performance of the Contract it will have sufficient working capital, skilled staff, equipment, machinery and other resources available to carry out the Services in accordance with and for the duration of the Contract;
    8. it has obtained or will have obtained by the Commencement Date any necessary consents, licences and permissions to enable it to carry out the Services and will from time to time throughout the duration of the performance of the Services, obtain and maintain all further and other necessary consents, licences and permissions to enable it to carry out the Services; and
    9. any specific provisions, e.g. warranties about obtaining Disclosure and Barring Service staff checks if applicable or complying with other pre-commencement requirements.

**Confidentiality, Freedom of Information and Local Transparency**

All information provided by the Bidders as part of this Bid Process will be treated as “Commercial in Confidence” (except where required in law) and will not be disclosed to a third party without the written permission of Bidders.

Bidders should note that in accordance with the obligations placed upon public authorities by the Freedom of Information Act 2000 (“Act”), all information submitted to the Council may be disclosed by the Council in response to a request made pursuant to the Act. In respect of any information submitted by your organisation, Bidders may consider to be commercially sensitive, Bidders should therefore:

(a) Clearly identify such information as commercially sensitive;

(b) Explain the implications of disclosure of such information; and

(c) Detail the envisaged timeframe during which such information will remain commercially sensitive.

Bidders should note that even where information is identified as commercially sensitive the Council has complete discretion in deciding whether it is required to disclose such information in accordance with the Act if a request is received. Receipt of any information marked “confidential” or “commercially sensitive” should not be taken to mean that the Council accepts any duty of confidence by virtue of the marking.

Under the Local Transparency Agenda, Local Authorities must publish expenditure on item over £500. As such, any payment made under this contract above £500 will be published on the Councils Website along with the Contractor s name, company registration number and VAT number.

**Bid Evaluation**

The evaluation of written Bid Responses may result in an award of contract.

The Council will examine Bid Responses for completeness and may seek clarification where necessary. Prior to detailed examination, the Council will determine whether a Bid substantially fulfils the conditions in the Bid Documents. A Bid response determined as not substantially fulfilling the conditions in the Bid documents will be rejected.

**Suitability Questionnaire**

Only those Bidders who pass the Suitability Questionnaire (Section D) i.e. pass the Pass / Fail questions, and enclose all requested documents will be eligible to have their Bid Technical and Commercial Responses assessed.

This section focuses on the Bidder’s characteristics and suitability to provide the Council’s requirements. A proportional evaluation will be carried out to ensure Bidders are able to satisfy minimum levels of legal, economic and financial standing.

**Technical (Quality) Questionnaire**

Bidders are advised 50% of the Technical (Quality) allocation for this Bid will relate directly to the responses a Bidder provides in relation to each of the Technical Questions. A Bidders Technical Response will be used to determine their understanding of the requirements and ambitions of the Council in relation to this contract. The final weighted score achieved by each Bidder for Section E (Technical Questionnaire) will be the Quality score used in determining the most economically advantageous bid response.

**Commercial (Price) Questionnaire**

Bidders are advised 50% of the Commercial (Price) allocation for this Bid will relate directly to the responses a Bidder provides in relation to each of the Commercial Questions. The final weighted score achieved by each Bidder for Section F (Commercial Questionnaire) will be the Price score used in determining the most economically advantageous bid response.

The Council shall not be bound to accept the lowest price or any Bid Response submitted in relation to this procurement process. The Council is also obligated to investigate and seek further information regarding any commercial bid submitted which it determines to be abnormally low. The Council will then take appropriate action as a result of its findings.

**Most Economically Advantageous**

The Bidder who achieves the highest score after the combining of the respective Technical (Quality) and Commercial (Price) Scores, will be considered the most economically advantageous bid.

**Evaluation Matrix**

Set out in the following Evaluation Matrix is the methodology relating to how a Bidder’s responses to the Technical Questionnaire Responses will be evaluated:

|  |  |  |
| --- | --- | --- |
| Unacceptable / not answered | Question not answered – and / or – Response to the question significantly deficient – and / or - raises fundamental concerns regarding the organisation’s ability to successfully deliver the Contract. Answer does not provide satisfactory evidence as to the organisation’s capability to deliver the contract successfully. | 0 |
| Poor | A response that is inadequate or only partially addresses the question. Response provides only limited evidence as to the organisation’s capabilities to deliver the contract successfully. Raises a large number of concerns and/or includes a large number of informational deficiencies. Does not raise any fundamental concerns regarding the organisation’s ability. | 1 |
| Acceptable | An acceptable response submitted in terms of the level of detail, accuracy and relevance. Answer provides an average level of evidence as to the organisation’s capability. The response raises some concerns and/or includes a significant number of informational deficiencies. Does not raise any fundamental concerns regarding the organisation’s ability. | 2 |
| Good | A good response in terms of the level of detail, accuracy and relevance. The information provides good evidence of the ability of the organisation to deliver the Contract successfully; but does raise minor concerns and/or includes deficiencies around some of the information provided in the response. Does not raise any fundamental concerns regarding the organisation’s ability. | 3 |
| Very Good | A very good response in terms of the level of detail, accuracy and relevance. The information submitted provides significant evidence of the ability of the organisation to deliver the Contract successfully. However, the response lacks a level of detail needed for full marks. The response raises no fundamental concerns regarding the organisation’s ability. | 4 |
| Excellent | An excellent response in terms of the level of detail, accuracy and relevance. The level of information provided is comprehensive and evidences strongly an assurance as to the organisation’s capability to deliver the contract successfully. The response raises no concerns and has no information deficiencies. | 5 |

**Acceptance of Bid**

The Council will not have any obligation to Bidders arising from this Bid process, unless and until, entered into a formal contract with the Bidder for the provision of the Contract that is subject to these Bid Documents.

Following evaluation of the Bid Responses the Council will make a decision on which, if any, Bid Response shall be accepted. For the avoidance of doubt the issuing of these Bid Documents does not commit the Council in any way to award a contract pursuant to this procurement process.

Any acceptance of a Bid Response by the Council and confirmation of this acceptance shall be confirmed in writing to the winning Bidder.

The Council reserves the right to accept part of the Bid unless the Bidder expressly stipulates to the contrary.

If awarded a contract, the Bidder must comply with all the provisions contained in the Bid Documents, subject only to any agreed exceptions and amendments.

**Publication of Award**

The Council will publish details, including price, of the Contract Award on Contracts Finder. Bidders should communicate on their Freedom of Information Form (Section G) any detail(s) which they wish to remain private and the reasons why these details should not be published as part of a Contract Award Notice.

**SECTION B – SPECIFICATION**

**South Essex Active Travel Monitoring and Evaluation**

**Key Objectives:**

The key objectives which the Contractor must achieve to the reasonable satisfaction of the Council, include, but are not limited to:

* provide data analysis, interrogation and interpretation to assess the impact of interventions delivered under the South Essex Active Travel Programme on the beneficiaries and volunteers specifically in terms of the delivery of the programme’s KPIs
* act as the independent monitoring and evaluation body of the South Essex Active Travel programme for which Southend on Sea borough Council is the lead partner
* assist in the collection and collation of monitoring data and to process and analyse said data in line with the programme KPIs and to provide regular evaluation reports as outlined in the SEAT monitoring and evaluation approach
* Undertake focus group and stakeholder engagement activity as outlined in the SEAT monitoring and evaluation approach.

**Current Provision:**

Background and objectives

South Essex Active Travel (SEAT) is the Access Fund-sponsored sustainable transport programme covering areas of South Essex between April 2017 and March 2020 and delivered by Southend on Sea Borough Council in partnership with Essex County Council and Thurrock Council.

All Access Fund bids included a commitment to *“…work with the Department to provide a reasonable level of monitoring to enable measurement of outputs and, where appropriate, evaluation of outcomes.”* However the Department for Transport (DfT) has yet to finalise itsmonitoring and evaluation requirements for Access Fund.

A SEAT Programme monitoring and evaluation approach has been developed. This strategy identifies the need for an independent monitoring and evaluation body to drive, monitor and report on the impact the programme is having through its delivery.

Data will be collected from project delivery partners, participants and volunteers by the SEAT Programme Management team and then supplied to the Contractor for interrogation and analysis. All data remains the property of Southend on Sea Borough Council and the Contractor is required to observe Southend on Sea Borough Council’s data protection policy which is provided (Bidders should note the Data Protection Policy issued with these Bid Documents is subject to change in line with the amending of the General Data Protection Regulations (May 2018)).

The SEAT monitoring and evaluation approach is attached.

**Required Contractor Expertise:**

The Contractor must be able to demonstrate knowledge, skills and experience in developing and delivering monitoring and evaluation services as a successful independent body in line with the requirements of this contract. Experience of working in the field of Sustainable Active Travel is desirable.

The Contractor will be able to demonstrate robust equality and diversity procedures, both in relation to their own staff, the work they undertake and produce, as well as their dealings with all stakeholders.

The Contractor will have quality management systems that will enable them to provide effective administrative services in keeping with the key performance indicators. This includes but is not limited to their own staff, the work they undertake and produce, as well as their dealings with all stakeholders.

**Required Service:**

The Contractor must successfully provide to the Council the following service as a minimum:

* 1. Good programme management – providing data on outputs and outcomes that allows project managers to assess the efficacy of their delivery models (in particular in relation to different target audiences and different locations within the programme) and make adjustments to improve performance as outlined in the SEAT monitoring and evaluation approach.
  2. Coordinate, design and deliver Stakeholder focus groups as outlined in the SEAT monitoring and evaluation approach. The Contractor is expected to liaise with the programme coordinator to agree times and dates of focus group events. The programme coordinator will arrange local meetings and promote them via the programme’s contacts and networks. The Contractor may be required to provide informal advice on promoting these events
  3. Understanding of the effectiveness of the programme report – providing valuable end-of-programme learning of the impact of this £4.15m investment by SEAT partners and the Department for Transport (sponsor of the Access Fund).
  4. The final report produced must facilitate a better design and delivery of future sustainable transport projects – providing an understanding of what works in this specific region and the potential impact and magnitude of outcomes; which can be used by SEAT partners to inform the design and delivery of future projects and make the case for funding these to local, regional or national decision makers.

Data to be analysed by the Contractor begins from 1st April 2017; this data is being collated by the Programme Management Team.

**Raw Data and Preliminary Work**

The Council reserves the right to request and be provided with any raw data / preliminary work relating to the final report held by the Contractor in relation to the contract at any time. This includes but is not limited to the initial engagement forms, feedback forms and signed attendance records. The Contractor must ensure this information is provided to the Council upon request within 5 working days.

**Contract Management**

The Contractor will designate a senior manager as the Contract Manager to oversee the running of this Contract.

The Contractor is required to proactively arrange and partake in monthly review meetings / conference calls with the Council. The purpose of these reviews meetings / conference calls is to ensure compliance to the contract and to discuss any issues regarding the Contract. The Contractor must ensure that such reviews meetings / conference calls are arranged for a time convenient for the Council.

Responsibilities of the Contractor’s Contract Manager will include but will not be limited to:

* Ensuring that all work is carried out in accordance with the requirements of the Contract
* Discuss financial aspects relating to the Contract
* Monitoring and reporting to the Council on the Contractors provisioning of the contract when required by the Council.
* The Contractor must at all times consult fully with the Council and keep the Council fully informed of all issues which could have a negative effect on the running of the contract. In addition, as and when requested by the Council, the Contractor shall liaise with and provide all such information as the Council may reasonably require and which is in the Contractor’s possession and control.

The Point of Contact for the Council is: Ms. Lynsey Adams (Programme Co-ordinator).

The Council’s Programme Co-ordinator reserves the reasonable right to convene a meeting with the Contractor’s designated Contract Manager at any time.

The Council reserves the right to change its own Programme Co-ordinator without notice to the Contractor.

The Contractor will ensure that it resolves all queries raised by the Council’s Programme Co-ordinator within 48 hours.

The relationship between the Contractor and the Council must be established as a working partnership with close liaison and discussion being a regular feature of the Contract.

The Contractor is to be responsible for self-monitoring, reporting and service improvement. The Council will require access to written evidence of this process including the formal reporting of performance against targets. The Council may perform checks to verify the claimed performance indicators.

**Key Performance Indicators:**

The Contractor is to be responsible for self-monitoring, reporting and service improvement. The Council will require access to written evidence of this process including the formal reporting of performance against targets. The Council may perform checks to verify the claimed performance indicators.

The Contractor will be required to provide as a minimum the following level of service, and report monthly to the Council performance against these KPIs and any others that may be agreed:

|  |  |
| --- | --- |
| KPI 1 | Periodic liaison with the Programme Management Team to ensure data is being collected at the required intervals / methodology is consistent / etc. |
| KPI 2 | Designing, delivering and reporting on focus group and stakeholder engagement activity as detailed in the SEAT monitoring and evaluation strategy. |
| KPI 3 | Provide ad-hoc advice on monitoring and evaluation to PMT / delivery teams. |
| KPI 4 | Analysis and reporting of volunteer survey data in Q2 2018. |
| KPI 5 | Analysis and reporting of outcomes survey data to date in Q2 2018 and, subject to funding, Q2 2019. |
| KPI 6 | Subject to funding, the analysis and reporting of all outcomes survey and volunteer survey data in Q2 2020, including calculation of potential impacts. |
| KPI 7 | Subject to funding, the submission of final monitoring report in Q2 2020. |

**Audit**

Any consultations, reviews, audits or any other actions as may be necessary for compliance with the requirements of the Council must be performed at no extra cost by the Contractor.

**Agreement Period and Commencement**

The projected Contract Term will be 27 months.

The Council requires the Contractor to commence work on the Contract to commence as soon as soon as possible once the contract has been awarded. The relevant dates will be subject to detailed programme discussions (if required) with the Contractor after the award of this contract.

**Break**

The Council shall have the right to terminate the Contract at any time, for any reason, by giving 28 Days written notice to the Contractor. For the avoidance of doubt, the Council reserves the right under this clause due to the unique way this contract will be funded by the Department for Transport (DFT).

At this time the Council does not reasonably foresee the use of this clause to be necessary as long as the projected funding allocated to South Essex Active Travel by the DFT remains in place.

**SECTION C – Terms and Conditions**

# \*\*Issued as a separate attachment\*\*SECTION D – Suitability Questionnaire

|  |  |
| --- | --- |
| **Question** | **Scoring Method/Weighting** |
| 1. BASIC DETAILS OF YOUR ORGANISATION | Information Only |
| 1. FINANCIAL INFORMATION\* | Pass/Fail |
| 3. INSURANCE \* | Pass/Fail |
| 4. PROFESSIONAL AND BUSINESS STANDING \* | Pass/Fail |

\* denotes where attachments must be returned if asked for. Non-compliance could lead to omission from the process.

Bidders are required to complete the Suitability Questionnaire as part of their Bid Response.

Responses should be provided against each question within this Questionnaire and not on separate sheets except where attachments are requested.

This section of the Bid Response contains Pass / Fail questions.

These are;

Question 2: Financial Information

Question 3: Insurances

Question 4: Professional and Business Standing.

If your organisation passes the Supplier Questionnaire, your submission will be fully scored with regards to the Commercial and Technical Questionnaires.

|  |  |  |  |
| --- | --- | --- | --- |
| **1** | **BASIC CONTACT DETAILS** | | |
| 1.1 | Name of your Organisation |  | |
| 1.2 | Address:  Post Code: |  | |
| 1.3 | Telephone Number: |  | |
| 1.4 | Email Address: |  | |
| 1.5 | Company Registration Number (if this applies): |  | |
| 1.6 | VAT Registration number: (if this applies): |  | |
| 1.7 | Name of Individual responsible for this Bid |  | |
| 1.8 | Has the individual named in response for 1.7 ever been employed by this Council? (if yes please provide details) | | Yes  No |
| 1.9 | Does the individual named in response for 1.7 have a relative(s) who is employed by the Council at a senior level or who is a Councillor? (if yes please provide details) | | Yes  No |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **2** | **FINANCIAL INFORMATION (Pass/Fail)**  In addition to the information provided to us below by your organisation, an Experian Report will also be used as part of the overall evaluation of this section.  *(The evaluation of a Bidders financial standing (on a Pass/Fail basis) will make use of the minimum levels confirmed in the Public Contract Regulations 2015 and the associated level of risk that the Council has attributed to the resulting Contract.)* | | | |
| 2.2 | What was your gross profit for the same two years? | £……………..  for year ended  ---- / ---- / ---- | | £……………..  for year ended  ---- / ---- / ---- |
| 2.3 | Has your organisation met the terms of its banking facilities and loan agreements (if any) during the past year? | | | Yes  No |
| 2.4 | If “**No**” what were the reasons, and what has been done to put things right? | | | |
| 2.5 | Has your organisation met all its obligations to pay its  creditors and staff during the past year? | | | Yes  No |
| 2.6 | If “**No**” please explain why not: | | | |
| 2.7 | What is the name and branch of  your bankers (who could provide a  reference)? | | Name: | |
| Branch: | |
| Contact details: | |
| 2.8 | **If required can your organisation provide copies of one of the following upon request;** | | | |
| *A copy of your most recent audited accounts (for the last two years if this applies)* | | | Yes  No |
| *A statement of your turnover, profit & loss account and*  *cash flow for the most recent year of trading* | | | Yes  No |
| *A statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position* | | | Yes  No |

|  |  |  |
| --- | --- | --- |
| **3** | **INSURANCE (Pass/Fail)** | |
|  | **Please provide copies of your insurance certificates with your return. The expected values for Southend-on-Sea Borough Council are inserted for information and the Bid will be evaluated against these.** | |
|  | Please provide details of your current insurance cover | Value |
| 3.1 | Public Liability: (£5,000,000) | £ |
| 3.2 | Professional Indemnity (if applicable): (£2,000,000) | £ |
| 3.3 | Employer’s Liability (£10,000,000): | £ |
| 3.4 | If the level is lower than the Council requires, would you be prepared to increase your level of cover? | Yes  No |

|  |  |  |
| --- | --- | --- |
| **4** | **PROFESSIONAL AND BUSINESS STANDING (Pass/Fail)** | |
| Do any of the following apply to your organisation, or to (any of) the director(s) / partners / proprietor(s)? | |
| 4.1 | 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 following offences:  a) Participation in a criminal organisation,  b) Corruption,  c) Fraud,  d) Terrorist offences linked to terrorist activities  e) Money laundering or terrorist financing,  f) Child labour and other forms of trafficking in human beings | Yes  No |
| 4.2 | If you have answered yes to any of offences in question 4.1, please provide further details | |
|  | | |
| 4.3 | If you have answered Yes to any of the points detailed in 4.1 above: please confirm the measures which been taken to demonstrate the reliability of your organisation despite the existence of a relevant ground(s) for exclusion? | |
|  |  | |
| 4.4 | Please indicate if, within the past three 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 following offences: | Yes  No |
|  | a) Breach of environmental obligations, | Yes  No |
|  | b) breach of social obligations, | Yes  No |
|  | c) breach of labour law obligations, | Yes  No |
|  | d) bankrupt or is the subject of insolvency or winding up proceedings, | Yes  No |
|  | e) entered into agreements with other economic operators aimed at distorting competition, | Yes  No |
|  | f) guilty of grave professional misconduct | Yes  No |
|  | g) Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure? | Yes  No |
|  | h) Shown significant or persistent deficiencies performance of a substantive requirement prior contract, led to early termination, damages or other sanctions | Yes  No |
|  | i) The organisation is guilty of serious misrepresentation in supplying the information required for the verification or the fulfilment of the selection criteria | Yes  No |
|  | j) 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 | Yes  No |
|  | k) Negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | Yes  No |
|  | l) Is not in possession of relevant licences or membership of an appropriate organisation where required by law | Yes  No  N/A |
| 4.5 | If you have answered yes to any of points detailed in question 4.4 (a to l), please provide further details | |
|  | | |
| 4.6 | If you have answered Yes to any of the points detailed in 4.4 (a to l) above: please confirm the measures which been taken to demonstrate the reliability of your organisation despite the existence of a relevant ground(s) for exclusion? | |
|  | |

# SECTION E – TECHNICAL QUESTIONNAIRE (50% Weighting)

1. How will your organisation implement the processes required in order to deliver the requirements of the contract. The response to this question must include, but not be limited to:

* Confirmation of the processes which are required
* How these processes will enable you to deliver the existing SEAT monitoring and evaluation approach
* Process Implementation timeframes
* Named Roles and Responsibilities
* What methodologies you will employ to interrogate, analyse and interpret the data
* How you propose to report back to the Council on your findings
* What assistance (if any) will your organisation require from the Council

(15%)

1. How will your organisation ensure and maintain an effective service to the Council throughout the course of the contract?

* A project plan to meet the deadlines as set out in the SEAT monitoring and evaluation approach
* Communication Plan
* How your organisation will engage with the Council through the full term of the contract
* How you will your organisation work with council and programme employees and partners to ensure your organisation receives the required data in a timely manner
* Progress reporting and suggested frequency
* Provisioning of ad-hoc advice to the Council on how to ensure the success of the Contract and the wider programme

(15%)

1. Please confirm what information your company will provide as part of the final reports. The response to this question must include, but not be limited to:

* When each of the reports will be provided
* Contents of each report
* Future Opportunities for the Council to outline further and approve what data is included in each report
* Format of each report
* Additional salient information which will be included in each report which is not covered in the documents issued by the Council
* Timelines and submission dates of each report

(10%)

1. Please tell us how you propose to ensure that personal data communicated between you and the Council, Partner, Stakeholder, Participant, Volunteer is kept safe and secure and to ensure that confidential data is only supplied to those authorised to receive it? The response to this question must include direct reference to your organisations data protection policy and any other processes which ensure the security of the data involved.

(10%)

# SECTION F – COMMERCIAL QUESTIONNAIRE (50% Weighting)

Bidders are required to submit a total cost for the completion of the contract requirements for each period of time detailed in the Pricing Table. The costs submitted for the completion each period of time will be combined to determine an Overall Total Cost Bid. The respective Overall Total Cost Bids from each Bidder will be the cost information used to determine the most economically advantageous Bid.

The lowest Overall Total Cost Bid (Bid) for the completion of the contract received in relation to the Commercial Questionnaire will receive the maximum score. All other Bids received will be allocated as a percentage score of the lowest Bid; this will be achieved by dividing the lowest Bid value by the higher Bid value and multiplying it by the percentage score available.

The weighted value for this Commercial Questionnaire is 50%.

**Pricing of Bids**

Bidders must complete all fields, requiring a fixed total price, in £’s and pence relating. The pricing submitted for each one of these cells by a Bidder must be accurate and must be submitted as confirmed in the Pricing Table. This will be the pricing that will be applied to the contract should your organisation be successful. Therefore, failure to complete or provide the information requested against each Time period will automatically lead to rejection of the Bid.

Bidders must ensure the pricing submitted for the Commercial Questionnaire is inclusive of all related costs. This includes but is not limited to; all expenses (including travel), disbursements, management, supervision, materials, equipment, labour, training, and all associated operating costs to provide the required goods and services to the standard required by the Council, as well as all liabilities and obligations, whether expressed or implied by, or incumbent upon, the Contractor pursuant to the Contract.

**Fixed Price**

The Commercial Submission that goes in part to make your organisations Bid Response is accepted on the basis the costs confirmed will be the maximum payable by the Council, for the duration of the contract, for the requirement set out in these Bid Documents. The Contractor will not be permitted and will not be entitled to claim and the Council will not allow any increase in the price of the Contract or the prices included as part of your Organisations Bid Response, should your Organisation prove successful.

**V.A.T**

The price inserted by the Bidder for each question on the must be based on pricing that excludes Value Added Tax (V.A.T). This tax, if applicable, will be paid by the Council as an addition at the appropriate rate on the invoices when submitted.

**Pricing Table (50%)**

|  |  |
| --- | --- |
| Time Period | Cost for the delivery of the contract requirements for each Time Period |
| January 2018 to March 2018 | £ |
| April 2018 to March 2019 | £ |
| April 2019 to March 2020 | £ |

# Section G: Bid Forms

**CONTRACT VARIATION FORM**

**BID FORM**

**CERTIFICATE OF BONA FIDE**

**FREEDOM OF INFORMATION**

**PREVENTION OF FRAUD & CORRUPTION: WHISTLE BLOWING**

**CHECKLIST OF DOCUMENTS TO BE RETURNED**

**All Bid Forms requiring a signature must be fully completed, signed and uploaded as part of your Organisations Bid Response.**



**contract variation form**

Please detail below all matters (Technical, Commercial or Contractual) where your organisation is unable to comply with the requirements laid down in the Bid documentation. Sequentially number each point in the first column for ease of reference. If required, take copies of this blank form for additional points of non-compliance.

BIDDER:

PAGE OF\_\_\_\_\_\_

|  |  |  |
| --- | --- | --- |
| Section of Bid Document / Specification | Area of Non-Compliance | Extent of Non-Compliance / Alternative Proposal |
|  |  |  |

|  |  |
| --- | --- |
| **Signed** |  |
| **Print Name** |  |
| **Dated** |  |
| **Job Title** |  |
| **Company Name** |  |



**BID FORM**

Name / Position: [INSERT NAME & POSITION]

Address: [INSERT FULL ORGANISATION'S ADDRESS]

Date: [INSERT DATE]

**RE: South Essex Active Travel Monitoring and Evaluation Contract**

I/We the undersigned return this Bid Response and acknowledge that we are bound by our proposals submitted pursuant to the Invitation to Bid (receipt of which is also acknowledged) of which the following form part, all duly completed in full where appropriate:

Section A: Invitation to Bid (ITB)

Section B: Specification

Section C: Terms and Conditions

Section D: Suitability Questionnaire

Section E: Technical Questionnaire

Section F: Commercial Questionnaire

Section G: Bid Forms

Appendix A: SEAT ME Approach

Appendix B: SEAT M&E Project Reporting Template

Appendix C: M&E guidance for project managers

Appendix D: Data Protection Policy

I/We unconditionally and irrevocably offer to enter into the Contract and deliver the goods / services in relation to the Bid Exercise (as set out in section A (Invitation to Bid)

I/We agree to the prices as set out in Section F (Commercial Questionnaire)

I/We confirm that:

* + - * 1. I/We are fully conversant with every part of the Invitation to Bid and its annexures, and
        2. this Bid is strictly in accordance with all and every provision of the Invitation to Bid including, without limitation, the Invitation to Bid.
        3. All information representations and any other matters of fact communicated to the Council (whether in writing or otherwise) in connection with or arising out of this Bid are submitted in good faith and are to the best of my/our knowledge true, complete and accurate in all respects.

I/We agree that this Bid shall remain open to be accepted or not by the Council and shall not be withdrawn for a period of 90 days from the Closing Date set out in the Invitation to Bid, or such longer period as may be agreed by the Council.

I/We undertake to execute the Contract substantially in the form annexed to the Invitation to Bid.

I/We certify that I/We have not communicated anything contained in the Invitation to Bid or its annexures to any other person except in accordance with the Invitation to Bid or adjusted our Bid in accordance with any agreement or arrangement with any other person or organisation in the terms set out above.

I/We acknowledge that the Council is not bound to accept the lowest or any Bid they may receive, and reserve the right at their absolute discretion to accept or not to accept any Bid.

I/We certify that we have full power and authority to enter into the Contract and deliver the goods / services.

I/We certify that I/we are of sound financial sounding that will enable us to carry out our obligations under the Contract in full and are not aware of any circumstances which might adversely affect such financial standing in future.

|  |  |
| --- | --- |
| Name of the Organisation / Business Submitting this Bid Response: |  |
| Signed for and on behalf of the Organisation / Business Submitting this Bid Response: |  |
| Print Name: |  |
| Signee’s Position / Role  within Organisation / Business named above : |  |
| Dated | …………………. day of ………………………. |



**CERTIFICATE THAT THE BID IS BONA FIDE**

In recognition of the principle that the essence of selective Bidding is that the Council shall receive bona fide competitive Bids from all those Bidding WE CERTIFY THAT:

The Bid submitted herewith is a bona fide Bid, intended to be competitive.

We have not fixed or adjusted the amount of the Bid under or in accordance with any agreement or arrangement with any other person.

We have not done and we undertake that we will not do at any time before the hour specified for the return of the Bid any of the following acts:

* Communicate to any other person other than the persons calling for these Bids the amounts or approximate amount of the proposed Bid (except where disclosure, in confidence, of the approximate amount of the Bid is essential to obtain insurance premium quotations required for the preparation of the Bid);
* Enter into any agreement with any person that he shall refrain from Bidding or as to the amount of any Bid to be submitted; and
* Offer or pay or agree to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or having caused to be done in relation to any other Bid or proposed Bid any act or thing of the sort described above.

In this certificate:

“persons” includes any person or body or association or partnership corporate or unincorporated.

“any agreement or arrangement” includes any transaction of the sort described above, formal, or informal and whether legally binding or not.

|  |  |
| --- | --- |
| Dated | …………………. day of ………………………. |
| Name of Bidding Organisation: |  |
| Address: |  |
| Signature of Person who is signing this form on behalf of the Bidding Organisation |  |
| Position / Role of Person signing this form on behalf of the Bidding Organisation |  |
| Print Name of Person who is signing this form on behalf of the Bidding Organisation |  |



**FREEDOM OF INFORMATION ACT**

The Council is committed to meeting its responsibilities under the Freedom of Information Act 2000 (FOIA). All information submitted to the Council may be subject to disclosure to a third party in response to a request for information under the Act. The Council may also decide to include certain information in the publication scheme that we maintain under the Act. Bidders are accordingly required to complete and return Schedule FOIA with their Bid for the purpose of identifying any information included in their submissions that they consider exempt from disclosure under the Act.

|  |  |  |
| --- | --- | --- |
| Section of Bid Document | Area to be considered exempt from disclosure (including the applicable exemption & reason given for its application) | How long exemption is considered to apply |
|  |  |  |
| **Signed** |  | |
| **Print Name** |  | |
| **Dated** |  | |
| **Job Title** |  | |
| **Organisation Name** |  | |



**Prevention of Fraud & CORRUPTION: Whistleblowing**

**Notice to potential contractors of**

**Southend on Sea Borough Council**

**Prevention of fraud & corruption**

The Council is committed to the highest standards of propriety in the delivery of its services ensuring the proper stewardship of public funds. We would like to encourage firms that want to contract with us to adopt this principal as well.

To support this commitment, we operate within the requirements of our Anti Fraud and Corruption and Whistle Blowing Policies, (also known as the Confidential Reporting Policy). When working for us, we would expect your company and employees to do the same.

The Whistle blowing Policy sets out how to bring concerns to our attention and details the protection afforded to both companies and individuals in such circumstances.

Further information about these policies can be found at:

<http://www.southend.gov.uk/content.asp?content=3820>

Therefore, if concerns arise during either a contract letting exercise or the operation of a contract, you should let us know contacting:

* Counter Fraud Team on 01702 215254 or via [counterfraud@southend.gov.uk](mailto:counterfraud@southend.gov.uk), or 0300 099 9111
* the Council's Confidential Report Line on 01702 215215



**Checklist of documents to be returned by each Bidder**

**To be submitted electronically with the Forms of Bid along with the requisite documents.**

|  |  |
| --- | --- |
| **BID RESPONSE CHECKLIST** | **Please Tick once you have completed and uploaded for submission** |
| **Section D:** Suitability Questionnaire (to be attached and uploaded) |  |
| **Section E:** Responses Technical Questions (to be attached and uploaded) |  |
| **Section F:** Completed Commercial Questionnaire (to be attached and uploaded) |  |
| Section H: **Section G:** **1)** Contract Variation Form, **2)** Bid Form, **3)** Certificate of Bona Fide, and **4)** Freedom of Information (to be attached and uploaded) |  |