**National Traffic Information Service (NTIS) 2021+**

**Invitation to Submit Final Tenders**

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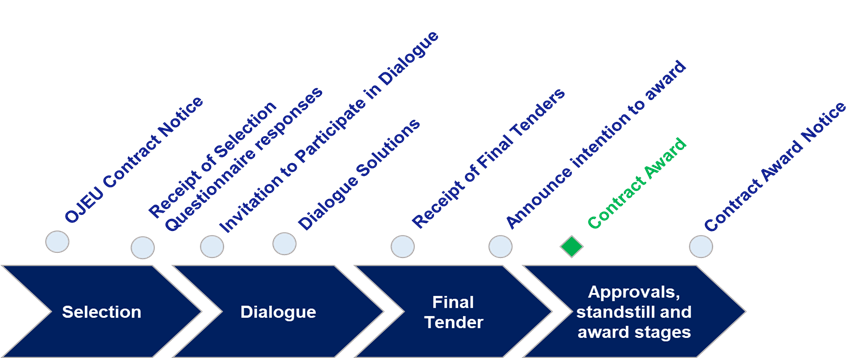
1. **Introduction**
   1. General
      1. Highways England is now satisfied that it can identify solutions(s) which are capable of meeting its needs and so declares that dialogue is now concluded. The purpose of this Invitation to Submit Final Tenders is to invite final tenders from Tenderers for the National Traffic Information Service (NTIS) 2021+procurement exercise (“Final Tenders”) and determine the most economically advantageous Final Tender to Highways England.
      2. This document, in conjunction with the notice published in the Official Journal of the European Union (OJEU) calling for competition (the **“Contract Notice”**) and the suite of terms, conditions and schedules (the **“Contract”**), sets out Highway England’s requirements for the procurement exercise, in accordance with the Public Contracts Regulations 2015[[1]](#footnote-2).
      3. All references to **“Highways England”** in this document refer to Highways England Company Limited as described in the Highways England framework document annex C paragraph 2[[2]](#footnote-3).
      4. All references to **“Procurement Documents”** in this document refer to any instructions, descriptive document, invitations, Contract or associated documentation published during this phase of the procurement exercise to Tenderers.
      5. All references to **“Tenderer”** in this document refers to Tenderers who are now invited to submit a Final Tender.
      6. Tenderers are reminded that the conditions for participation included in the Descriptive Document, Invitation to Submit a Request to Participate (ISRP) and Invitation to Participate in Dialogue (ITPD) apply throughout the procurement process.
      7. This procurement exercise is being conducted in accordance with the competitive dialogue procedure as detailed under regulation 30 of the Public Contracts Regulations 2015[[3]](#footnote-4).
      8. This Invitation to Submit Final Tenders covers the Final Tender phase highlighted in Figure 1.

Figure 1: Procurement overview

* 1. Programme
     1. The timetable for this final tender stage of the procurement is provided below. Please note that the dates marked with an asterisk are indicative only and Highways England will update the timetable should such dates be subject to change.

| **Phase** | **Activity** | **Dates** |
| --- | --- | --- |
| Final  Tender | Issue ISFT | 23rd October 2020\* |
| Deadline for raising Clarification Queries | 12 noon 6th November 2020\* |
| Submission of Final Tender | 12 noon, 13th November 2020\* |
| Evaluation, Verification and Approvals Period | 13th November 2020 – 18th December 2020 |
| Contract Finalisation | 18th December 2020 – 14th January 2020\* |
| Standstill Period Starts | 15th January 2021\* |
| Standstill Period Ends | 25th January 2021\* |
| Contract Award | 27th January 2021\* |

\*These dates are indicative in the Draft Invitation to Submit Final Tender document

Table 1: Programme for the final tender stage

1. **Conditions for submitting a Final Tender**
   1. General
      1. Final Tenders must be submitted in accordance with this Invitation to Submit Final Tenders on the basis of the solution(s) presented and specified by each Tenderer during dialogue. Final Tenders not complying with this document may be rejected by Highways England whose decision in the matter will be final.
      2. Highways England reserves the right to update this Invitation to Submit Final Tenders and other Procurement Documents as reasonably necessary and will publish updated copies on the e-Sourcing Portal in the event of so doing.
      3. Tenderers are required to conduct themselves in good faith in all dealings in relation to this procurement exercise. Highways England reserves the right to exclude any Tenderer from this procurement exercise that submits false, misleading or incomplete information.
      4. Tenderers are deemed to fully understand the processes that a central government body is required to follow under relevant European and UK legislation particularly in relation to the Public Contracts Regulations 2015. Tenderers must take their own advice and satisfy themselves as to the nature, extent and character of the services required and their suitability to provide the same.
   2. Information management
      1. Under the Freedom of Information Act 2000 (**“FOIA”**), the Environmental Information Regulations 2004 (**“EIR”**), and the Public Contracts Regulations 2015, Highways England may be obliged (subject to the application of any relevant exemptions and, where applicable, the public interest test) to disclose information relating to the procurement exercise, including any Final Tenders received.
      2. Tenderers must be aware that Highways England could receive requests for any information relating to this procurement exercise. Highways England is under a legal obligation to disclose such information if validly requested, unless an exemption applies. Highways England may also be obliged to make disclosures under other legislation or applicable codes of practice or otherwise as required by law, including by order of a court of competent jurisdiction. Without prejudice to Highways England’s obligation to disclose information in accordance with the FOIA and EIR, Highways England will, acting reasonably but at its sole discretion, consider the application of any exceptions set out in Section 43 of the FOIA to any information identified as genuinely commercially sensitive or any other relevant exemption.
      3. Tenderers are therefore invited to state which information should not be disclosed or published if to do so would prejudice their legitimate commercial interests or is otherwise exempt from disclosure under the FOIA using Schedule 4.2. Requests for non-disclosure under the FOIA must accompany the Final Tender and include:
2. Clear and substantive justification; and
3. A time limit when any confidential information could be disclosed.
   * 1. Highways England will endeavour to consult with the Tenderer and have regard to comments or any objections raised by the Tenderer before it releases any information in response to a request made under FOIA and/or EIR. However, Highways England will be entitled to determine in its absolute discretion, including where it considers that it would not be appropriate to consult with the Tenderer, whether any information is exempt from release under either FOIA and/or EIR, or is to be disclosed in response to a request for information.
     2. The terms of any confidentiality agreement (referred to in paragraph 2.14) would, if requested, be available for disclosure. Any request by the Tenderer in accordance with paragraph 2.2.3 is for information only and will not be taken into account in the assessment of Final Tenders.
     3. All central government departments, their executive agencies and non-departmental public bodies (including Highways England) are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-government role delivering overall government policy on public procurement[[4]](#footnote-5), including ensuring value for money and related aspects of good procurement practice.
     4. For these purposes, Highways England may disclose within government any of the Tenderers’ documents and information (including any that the Tenderer considers to be confidential and/or commercially sensitive, such as specific information within the Final Tender) submitted by the Tenderer to Highways England during this procurement exercise to the extent that they are so required. The information will not be disclosed outside government. Tenderers submitting a Final Tender in response to the Invitation to Submit Final Tenders consent to these terms as part of the procurement exercise.
     5. Highways England 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 Highways England is under a legal or regulatory obligation to make such a disclosure.
     6. Tenderers must note that Highways England may be required to publish the names of the Tenderers.
   1. Non-collusion
      1. Highways England reserves the right to disqualify (without prejudice to any other civil remedies available to Highways England and without prejudice to any criminal liability which such conduct by a Tenderer may attract) any Tenderer who, in connection with this procurement exercise are found to have:
4. entered into any agreement or arrangement with any other Tenderer or member of that Tenderer’s consortium or that Tenderer’s supply chain to the effect that they will refrain from compiling a Final Tender;
5. causes or induces any person to enter such agreement as is mentioned in the preceding paragraph;
6. 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 causing or having caused to be done any act or omission in relation to any other Final Tender; and/or
7. communicated to any person other than Highways England the amount or approximate amount of its proposed Final Tender (except where such disclosure is made in confidence in order to obtain insurance quotations necessary for the preparation of the Final Tender).
   1. Change of status
      1. Tenderers must immediately advise Highways England if:
8. the ownership of any entity within the Tenderer (or their parent company) changes; or
9. any entity involved in the preparation of the Final Tender is acquired by the Tenderer (or an associated company); or
10. the Tenderer (or an associated company) completes the takeover of, or merges with, another Tenderer (or an associated company) that is submitting a Final Tender.
    * 1. If it is considered that a change in ownership has created a potential conflict, the Tenderer will provide Highways England with measures it has taken to remedy or prevent a conflict or risk of conflict in accordance with paragraph 2.10. A “conflict” or “potential conflict” is any circumstance which Highways England believes has or could impact on the fair, transparent and non-discriminatory nature of this procurement exercise.
      2. If the conflict is not resolved to the satisfaction of Highways England, affected Tenderers may be excluded from further participation in this procurement exercise.
      3. Highways England reserves the right to disqualify any Tenderer from the procurement exercise where there is any change in their economic and financial standing which means that the Tenderer would no longer meet the minimum financial requirements set out in the Selection Questionnaire and Invitation to Submit Requests to Participate.
      4. Highways England also reserves the right to disqualify any Tenderer that fails to inform or advise Highways England in accordance with paragraph 2.4.1.
    1. Change of participation model
       1. Tenderers must be aware that where Requests to Participate indicated that sub-contractors are to play a significant role in delivering key aspects of the Contract, any changes to those sub-contracting arrangements may affect the ability of the Tenderer to proceed within the procurement exercise or to provide the services required. Tenderers must therefore notify Highways England immediately of any change in the proposed sub-contracting arrangements. Highways England reserves the right to exclude any Tenderer prior to award of the Contract, based on an assessment of the updated information against the Selection Questionnaire criteria.
       2. Tenderers must be aware that Highways England must be immediately notified of any proposed consortia changes. Highways England reserves the right to exclude any Tenderer prior to award of the Contract, based on an assessment of the updated information against the Selection Questionnaire criteria.
    2. Tender warranties and basis of tendering
       1. This Invitation to Submit Final Tenders is made in good faith. No warranty is given as to the accuracy or completeness of the information contained in it. Any liability for inaccuracy or incompleteness is expressly disclaimed by Highways England and its advisors. Tenderers are advised to satisfy themselves that they understand all the requirements of the Contract and procurement exercise before submitting their Final Tender.
       2. Nothing in this Invitation to Submit Final Tenders will be taken as constituting an offer (whether implied or otherwise), or any agreement, whether express or implied between Highways England and any other party.
       3. Highways England reserves the right to cancel, amend or vary the procurement exercise at any point prior to the award of the Contract (whole or in part) and with no liability on its part.
       4. Highways England and/or its advisors are not liable for any costs resulting from any amendment or cancellation of this procurement exercise nor any other costs, charges, fees, expenses, claims or disbursements (howsoever arising and including third party costs) incurred by those Tenderers submitting a Final Tender for this Contract. Tenderers submit a Final Tender at their own risk and expense.
       5. This Invitation to Submit Final Tenders is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Tenderer to submit a Final Tender or enter into the Contract or any other contractual agreement.
       6. No Final Tender is accepted nor deemed accepted until the Contract has been duly sealed on behalf of Highways England. No communication with Highways England shall imply acceptance of any offer or constitute an indication that the Contract will be entered into. Only the express terms of any written contract which is finally sealed for and on behalf of the relevant parties and which is duly declared unconditional shall have any contractual effect. The Contract issued with this Invitation to Submit Final Tenders (including any Tenderer specific schedules) is final and non-negotiable.
       7. Each Tenderer that submits a Final Tender acknowledges that any documents submitted as part of their Final Tender represents the Tenderers proposals for meeting Highways England’s Contract, but do not in any way take precedence over the other Contract terms.
       8. Final Tenders must remain open for acceptance for a period of 6 months following the deadline for submission of Final Tenders.
    3. TUPE[[5]](#footnote-6)
       1. Where there is a relevant transfer of undertakings from the Outgoing Service Provider to a successful Tenderer or its subcontractors, the Transfer of Undertakings (Protection of Employment) Regulations 2006 (S.I. 2006/246) (**“TUPE”**) will apply in respect of relevant transfers of employment.
       2. Highways England’s assumption, based on information provided by the Outgoing Service Provider, is that the award of the Contract will be a relevant transfer for the purposes of TUPE.
       3. Nevertheless, Highways England makes no representations or warranties as to the applicability of TUPE. It is the responsibility of each Tenderer to consider whether or not TUPE will apply in the context of their Final Tender and to take their own independent legal advice in this regard. Highways England will facilitate this assessment, and the staff transfer process if TUPE applies, by sharing any TUPE employee liability information and any related staff information obtained from the Outgoing Service Provider (to the extent permitted by the existing contract) concerning those staff (potential Transferring Former Service Provider Employees) which the Outgoing Service Provider believes could be in scope to transfer under TUPE.
       4. Tenderers should refer to the anonymised employee data concerning the Outgoing Service Provider staff (potential Transferring Former Service Provider Employees) available in Volume 2 on the e-Sourcing portal. Highways England accepts no responsibility or liability in respect of this data or any information that may be provided under this paragraph and makes no representations or warranties as to the completeness or accuracy of this data or any such information.
       5. Tenderers should take full account of the implications of TUPE in their Final Tender and Tenderers should note the provisions relating to staff transfers in the draft Contract at Schedule 9.1 (Staff Transfer).
    4. Procurement Documents
       1. The documents provided to Tenderers are listed in Annex 1.
       2. If Tenderers experience any difficulty in locating or opening the Procurement Documents listed in Annex 1 or within any of the referenced documents, then a clarification query must be raised via the e-Sourcing Portal.
       3. Any documents, drawings, prints, specifications, data, calculations and analyses issued to Tenderers in connection with this procurement exercise remain the property of Highways England and must be treated as private and confidential at all times. All such information issued to Tenderers must only be used for the purpose of compiling and submitting a Final Tender. Such information must not be disclosed to persons unconnected with the Final Tender and must be returned to Highways England, or destroyed, on completion of the procurement exercise. These provisions apply equally to drawings and other information supplied for the purpose of the procurement exercise, the property rights of which vest in a third party.
       4. Tenderers should note that any Contract between Highways England and the successful Tenderer resulting from this procurement exercise will be based on the Contract issued alongside the Invitation to Submit Final Tenders.
    5. Communications
       1. The individual with responsibility (or the individual(s) whom the individual delegates their responsibilities to) for the operation of this procurement exercise (the **“Procurement Officer”**) is Lee Bryant at Highways England. Contact with the Procurement Officer must be made via the e-Sourcing Portal only. Tenderers must not contact any person in relation to this procurement exercise other than the Procurement Officer or, if nominated, their designated deputy. The name of any designated deputy will be confirmed in writing.
       2. Tenderers are not permitted to directly contact any employee, advisors or contractors of Highways England. This includes direct or indirect canvassing of any other person within, or associated with, Highways England, any public sector employee or advisor by any Tenderer concerning this requirement, or any attempt to procure information from any other person within, or associated with, Highways England, any public sector employee or advisor concerning this procurement exercise. Failure to comply with this provision may lead to a Final Tender being rejected or exclusion of the Tenderer in question from this procurement exercise.
       3. Tenderers must immediately inform the Procurement Officer if they have been contacted by anyone other than the Procurement Officer regarding this procurement exercise. For the avoidance of doubt, this paragraph will apply where any Tenderers have contact with any person at Highways England (including any executive directors, non-executive directors and senior managers) in relation to this procurement exercise, other than the Procurement Officer. Failure to comply with this provision may lead to a Final Tender being rejected or exclusion of the Tenderer in question from this procurement exercise.
       4. Any clarification queries from Tenderers regarding the Procurement Documents must be made via the e-Sourcing Portal via the “Messages” function, using the template provided in Appendix B. All details are to be included on this form, and no further attachments are to be sent, unless specifically requested by the Procurement Officer. One question must be asked for each row and additional rows must be inserted as required. The identity of Tenderers that submit clarification requests will not be disclosed to other Tenderers.
       5. The deadline for clarification queries relating to the Procurement Documents in the Final Tender Phase is set out in the timetable at paragraph 1.2.1 above and Highways England will endeavour to respond all clarification queries by the date set out in paragraph 1.2.1, provided the request is raised within good time and is reasonably possible for Highways England to respond to.
       6. All clarification queries made in accordance with this Invitation to Submit Final Tenders will be answered by Highways England via the e-Sourcing Portal. Clarification queries regarding the Procurement Documents and the responses to the clarification queries will be issued regularly to all Tenderers via the e-Sourcing portal on a non-attributable basis. If any answer requires a change to the Procurement Documents, then an amendment will be issued by Highways England and issued to all Tenderers.
       7. Only in exceptional circumstances will amendments to the instructions for submitting Final Tenders be issued after Final Tenders have been submitted. In such circumstances, Highways England will notify all Tenderers of the required action.
       8. Highways England staff and their advisers do not have the authority to make any change to the Procurement Documents except through a communication issued by Highways England via the e-Sourcing Portal. If a statement is made at any meeting that a Tenderer considers is not in accordance with the Procurement Documents, then the Tenderer must refer the matter to the Procurement Officer as a clarification query.
       9. Where a Tenderer believes that their clarification query (and subsequent answer) is confidential, Tenderers can ask that the clarification query and answer is treated as confidential. For each clarification query marked as confidential, the Procurement Officer will need to be satisfied that there is a genuine ground for confidentiality before restricting wider disclosure to the other Tenderers. If Highways England does not consider that the question must be treated as confidential then Highways England will advise the Tenderer and ask the Tenderer if they wish to have it considered that it should be resubmitted without the confidential marking. Highways England reserves the right at its own discretion to circulate the question and answer to all other Tenderers if it deems that the question and the answer is not confidential and would be of benefit to all Tenderers.
       10. If Tenderers require any further assistance with the e-Sourcing Portal, Tenderers must contact the e-Sourcing helpdesk on +44 8000698630 or help@bravosolution.co.uk.
    6. Managing conflicts of interest
       1. Where there is any indication that a conflict of interest or potential conflict of interest between a Tenderer, its advisers, Highways England, or Highways England’s advisers or any combination thereof arises or may arise it will be the responsibility of the Tenderer to inform Highways England immediately via the e-Sourcing Portal setting out the conflict or potential conflict in detail together with the measures taken and/or to be put in place to prevent, identify and/or remedy any conflict or potential conflict of interest using Appendix C. In such circumstances, Highways England will, be the final arbiter on issues of conflict or potential conflicts of interest and, in cases where the actual or potential conflict of interest cannot (in Highways England’s opinion) be effectively remedied, Highways England will be entitled to disqualify the relevant Tenderer from the procurement exercise. If Highways England becomes aware of any conflict of interest that the Tenderer has not declared to Highways England, the Tenderer may be disqualified from the procurement exercise.
       2. Tenders by groups of entities or affiliated companies must be submitted autonomously and independently with appropriate evidence provided of measures which ensure this is in accordance with paragraph 2.10.1. Should Highways England suspect that relationships between groups of entities or affiliate companies means that they are not independent and evidence to demonstrate otherwise is not provided, that Tenderer may be disqualified from the procurement exercise in accordance with paragraph 2.10.1.
       3. Highways England considers that a potential conflict of interest could arise where the same entity is bidding in different capacities, for example, bidding in its own right and as a sub-contractor to another Tenderer or as a consortium partner in another Final Tender. In such circumstances the Tenderer should address the potential conflict in the manner set out in paragraph 2.10.1.
    7. Programme
       1. Highways England’s indicative programme is outlined in paragraph 1.2.1 above.
       2. Final Tenders not received by Highways England by the deadline set out in paragraph 1.2.1 will be excluded from further consideration.
       3. It is the sole responsibility of Tenderers to ensure that their Final Tender is complete and uploaded by the deadline specified in paragraph 1.2.1. Highways England advises Tenderers to allow sufficient time to ensure that their Final Tender is uploaded by the deadline specified in paragraph 1.2.1.
    8. Communications with third parties
       1. Tenderers are required to reduce the risk of collusion and release of confidential information by minimising access to their Final Tender.
       2. Where multiple entities are required to contribute to a Tenderer’s Final Tender, their access must be minimised to specific areas and information.
       3. Tenderers must not release details of the Invitation to Submit Final Tenders or the Procurement Documents, other than on an “in confidence” basis to those who have a legitimate need to know or whom Tenderers need to consult for the purpose of preparing a Final Tender. If Tenderers are unable or unwilling to comply with this requirement, Tenderers are required to destroy the Procurement Documents immediately and not to retain any electronic or paper copies.
    9. Publicity
       1. Tenderers must not release information concerning this Invitation to Submit Final Tenders or the Procurement Documents for publication in the press or on radio, television, screen or any other medium.
    10. Data room access
        1. Highways England has identified certain operational, technical, and commercial information that Tenderers may wish to access as part of this procurement exercise. To enable this, Highways England have established an electronic repository for these documents (the **“Data Room”**), which can be accessed on the e-Sourcing Portal. Highways England may add to the Data Room additional information which Tenderers may find helpful during this procurement exercise and shall notify Tenderers of any such additions.
        2. Tenderers were required to execute a confidentiality agreement in order to access the Data Room as instructed in the Invitation To Submit a Request to Participate. If Tenderers did not execute a confidentiality agreement, they have not been permitted access to the Data Room and Highways England is not obliged to provide any such information to that Tenderer. Tenderers should note that should they fail to address any such necessary information from the Data Room in their Final Tender, it may be deemed not complete or not compliant.
        3. It will be the sole responsibility of Tenderers to continually check the Data Room to keep fully appraised of additional information uploaded on to it during the procurement exercise and to ensure that their contact details for the e-Sourcing Portal are kept up to date.
    11. Variants
        1. Highways England is not accepting variant Final Tenders. If variants are submitted in response to this Invitation to Submit Final Tenders, then Highways England will not consider or evaluate them.
    12. Submission procedure
        1. Final Tenders must be submitted in accordance with section 3.
11. **Instructions for submitting a Final Tender**
    1. General
       1. Tenderers are invited to submit a Final Tender containing the information as outlined in Annex 2.
       2. Final Tenders must be submitted on the basis of the solution presented and specified by the Tenderer during dialogue and in accordance with this Invitation to Submit Final Tenders (including any amendments issued by Highways England). Final Tenders must not be qualified or accompanied by statements or a covering letter that might be construed as rendering the Final Tender equivocal. Unauthorised alterations or additions must not be made to any component of this Invitation to Submit Final Tenders or the Procurement Documents other than in accordance with instructions contained within the response forms and templates provided. For the avoidance of doubt, the Contract issued with this Invitation to Submit Final Tenders (including any Tenderer specific schedules) is final and non-negotiable. As such, Tenderers are not permitted to submit any amendments to the Contract as part of their Final Tender.
       3. Tenderers must be explicit in their Final Tenders as this will be the source of information on which Final Tenders will be assessed. Tenderers are advised neither to make any assumptions (or leave anything open to interpretation) about their past or current supplier relationships with Highways England. Prior business relationships will not be taken into account in the assessment of Final Tenders, other than as expressly referred to in the relevant response forms and templates provided.
       4. Final Tenders must be on the basis of the solution presented and specified by the Tenderer during dialogue, follow the structure set out in the relevant instructions or template, be written in English, and any references to currency must be expressed in pounds sterling to a full penny. Documents are to be in the format stated in brackets next to the documents named in Annex 2 and Table 2 below.
       5. Where specified, Tenderers must comply with the digital page limit. For the avoidance of doubt, 1 digital page is equal to 1 side of a physical piece of paper. There are no individual document digital page limits, with the exception of the digital page limits set out in Table 3 below.
       6. If the digital page limit is exceeded, then the pages over the limit will not be taken into account by Highways England when reviewing the Final Tender. Tenderers may use A3 size in lieu of A4, but each A3 sized page will be counted as two A4 pages. Text must be no smaller than 11 point. The digital page limits apply to the entirety of the relevant sections including paper covers, title pages and annexes. Text no smaller than 8 point should be used for drawings, diagrams and flow charts. The pages of the documents within the Final Tender must be numbered. Page numbers and other header or footer information may be included in the margin space. Margins must be no smaller than 1.27cm. With the exception of the documents marked in Annex 2 and Table 3 with a green asterix (**\***) (where the native formatting of the document must be used), Tenderers must use a font from the following selection in their Final Tender: Arial, Calibri, Helvetica, Tahoma, Times New Roman, Verdana.
       7. Final Tenders must not include generic promotional or corporate marketing material.
       8. When uploading Final Tenders, Tenderers must upload each of the electronic files outlined in Annex 2 separately. No file is to be larger than 20Mbytes and Tenderers must label each file using the naming convention:

“Tenderer name\_ Number of document given in Annex 2\_Name of document given in Annex 2”.

For example

“Joe Bloggs Ltd\_1.3.a)\_Quality Submission

“Joe Bloggs Ltd\_2.1\_ Commercial Submission”

* + 1. To submit a Final Tender, Tenderers must click “My Response” under “ITT Details” and select “Create Response” on the e-Sourcing Portal.
    2. As set out in Annex 2, the files listed below must be uploaded to the Technical Envelope on the e-Sourcing Portal and must contain the following documents:

1. A declaration to be completed electronically on the e-Sourcing Portal;
2. Quality Submission.
   * 1. As set out in Annex 2, the files listed below must be uploaded to the Commercial Envelope on the e-Sourcing Portal and must contain the following documents:
3. A completed Commercial Submission;
4. A completed insurance response template (Appendix D);
5. Guarantee statement;
6. Legal opinion for non-UK registered companies;
7. Joint venture statement;
8. A completed Conflict of Interest Declaration template (Appendix C);
9. Schedules to be completed.
   * 1. The specific submission requirements for each sub-section are detailed below.
   1. Declaration to be completed electronically on the e-Sourcing Portal
      1. An online declaration must be completed electronically on the e-Sourcing Portal (which is replicated at Annex 3). Tenderers must indicate their acceptance by completing the relevant fields on the e-Sourcing Portal.
   2. Schedules to be completed for qualitative assessment (the **“Quality Submission”**)
      1. Quality Submissions must include the completed schedules and documents as stated in Table 2 and shall be used for the qualitative assessment as described in Annex 2 of Appendix A to this ISFT. Quality Submissions must address each of the detailed assessment criteria (**“Areas of Assessment”**) listed in Appendix A to this ISFT, which are replicated in Table 4.
      2. Each document must be compiled in accordance with, and comprehensively provide the information requested by, the associated instructions in the Contract schedules other documents as outlined in Table 2. The page limits which apply to each document are set out in Table 2. Where a page limit is stated for any document, the page limit applies to the entire document, even if that document is required to address multiple Areas of Assessment (e.g. the page limit for the Services blueprints is the total page limit for both blueprints across all Areas of Assessment required to be addressed by those blueprints).

| **Document** | **Document format** | **Instructions** | **Page limit** |
| --- | --- | --- | --- |
| Schedule 4.1 Appendix 1 (The Service Provider Solution), comprising: |  |  |  |
| 1. Service Transition SPOTI blueprint 2. Service Transformation SPOTI blueprint   together the “SPOTI Blueprints” | .pdf  .pdf | Schedule 4.1 paragraphs 2.3.1 to 2.3.3 and 2.3.6 to 2.3.7 | 100 pages |
| Schedule 4.3 (Notified Key Sub-Contractors) (.docx); | .docx | Complete the table in paragraph 1.2 | No limit |
| Schedule 4.4 (Third Party Contracts) (.docx); | .docx | Complete the table in paragraph 1.2 | No limit |
| Schedule 5.1 clause 2 to 5 (Service Provider Software, Third Party Software, Specially Written Software, Open Source Software) (.docx) and copies of any Third Party Software license terms; | .docx | Complete the table in paragraph 2 to 5 | No limit |
| Schedule 6.1A Appendix A (Transition Plan), comprising: |  |  |  |
| 1. Transition Plan | .pdf | Schedule 6.1A paragraph 4 | 40 pages |
| 1. Transition Gantt chart | .pdf | Schedule 6.1A paragraph 5 | No limit |
| Schedule 6.1B Appendix A (Transformation Plan) (.pdf), comprising: |  |  |  |
| 1. Transformation Plan | .pdf | Schedule 6.1B paragraph 4 | 50 pages |
| 1. Transformation Gantt chart | .pdf | Schedule 6.1B paragraph 5 | No limit |
| Schedule 6.2 (Milestones and Deliverables) | .docx | Complete the table in paragraph 2 | No limit |
| Schedule 8.6 Business Service Continuity and Corporate Resolution Planning, comprising a draft Service Continuity Plan that incorporates a draft Business Continuity Plan, draft Disaster Recovery Plan and draft Insolvency Continuity Plan Appendix 1 | .docx | Schedule 8.6 Part 1, paragraphs 2, 3, 4, 5 and 6 | 15 pages |
| Schedule 9.2 (Key Personnel) | .docx | Complete the table | No limit |
| Schedule 12 Quality Plan Appendix 1 | .docx | Schedule 12 paragraph 2 | 25 pages |
| Evidence Statement | .pdf | Paragraph 3.3.4 to 3.3.6 | 20 pages |

Table 2: Quality Submission instructions and page limits

* + 1. Quality Submissions must be drafted in language suitable for a Contract (including using the definitions in Schedule 1, Schedule 2.1A), whilst allowing for the application of the Areas of Assessment (set out in Annex 2 to Appendix A of this ISFT which are replicated in Table 4 below) by reference to the submitted response as described in the Assessed Area of Quality Submission in Table 4 below. Two-way cross-referencing between different sections of the Quality Submission is permitted where this will aid readability. Cross-references should be complemented by text where necessary.

| **Ref** | **Area of Assessment** | **Description[[6]](#footnote-7)** | **Relevant Requirements** | **Assessed area of Quality submission** |
| --- | --- | --- | --- | --- |
| AoA 1.1 | Collect Traffic Data, Camera Streams and Camera Images | Approach to collecting Traffic Data, Camera Streams and Camera Images in the Transitioned and Transformed solution. Particular emphasis is placed on the Collection, granularity and coverage of In-vehicle On-network Sensor Traffic Data using open standards in the Transformed solution. | Schedule 2.1 C2 and C5. | The SPOTI blueprint required for AoA.1.1 (as set out in Annex 1 of Schedule 4.1)  Schedule 5.1 (Software);  Evidence statement (if included). |
| AoA 1.2 | Collect Event Data and Event Updates | Approach to Collecting Event Data and Event Updates in the Transitioned and Transformed solution. Particular emphasis is placed on the Systematic Collection of Event Data and Event Updates and the interactions between the Service Provider and the NILOs, CCC and Regional Operations Centres required to facilitate this Collection. | Schedule 2.1 C3. | The SPOTI blueprint required for AoA.1.2 (as set out in Annex 1 of Schedule 4.1)  Schedule 5.1 (Software);  Evidence statement (if included). |
| AoA 1.3 | Collect Asset Data | Approach to collecting road network mapping and Asset Data from the Customer System and mapping providers in the Transitioned and Transformed solution. Particular emphasis is placed on the Systematic Collection of this mapping and Asset Data, and achieving an accurate representation of the NTIS Network and the Locations of Civil Assets and Electronic Assets in the Transformed solution via timely and efficient updates. | Schedule 2.1 C4. | The SPOTI blueprint required for AoA.1.3 (as set out in Annex 1 of Schedule 4.1)  Schedule 5.1 (Software);  Evidence statement (if included). |
| AoA 1.4 | Translate, Aggregate and Validate Collected Data | Approach to Translating, Aggregating and Validating Collected Data in the Transitioned and Transformed solution to provide a single, trusted view of NTIS Network conditions. Particular emphasis is placed on the Translation and Validation of Events and the integration of In-vehicle On-network Sensor Data in the Transformed solution. | Schedule 2.1 C6 and C7. | The SPOTI blueprint required for AoA.1.4 (as set out in Annex 1 of Schedule 4.1)  Schedule 5.1 (Software);  Evidence statement (if included). |
| AoA 1.5 | Identify Abnormal Events, Calculate and Predict impacts | Approach to identifying Abnormal Events and Calculating and Predicting their impacts in the Transitioned and Transformed solution. Particular emphasis is placed on the timely and Systematic identification of Events and the Calculation of their impact using Data from various sources, the objective being to reduce the operational workload and reduce the impact of Events. | Schedule 2.1 C8 and C9. | The SPOTI blueprint required for AoA.1.5 (as set out in Annex 1 of Schedule 4.1);  Schedule 5.1 (Software);  Evidence statement (if included). |
| AoA 1.6 | Generate Responses | Approach to identifying, evaluating and recommending Responses in the Transitioned and Transformed solution. Particular emphasis is placed on the automation of Responses, incorporating Diversions, and interactions between the Service Provider and NILOs, CCC and ROCs to minimise delays and improve Road Users’ experiences in the Transformed solution. | Schedule 2.1 C10. | The SPOTI blueprint required for AoA.1.6 (as set out in Annex 1 of Schedule 4.1)  Schedule 5.1 (Software);  Evidence statement (if included). |
| AoA 1.7 | Disseminate Data and Operational Intelligence | Approach to Disseminating Data and Operational Intelligence to all Users in the Transitioned and Transformed solution. Particular emphasis is placed on the Publication and Presentation of Personalised information for Internal Customer Users and External Users in the Transformed Service Provider System, this being important for supporting the Service Outcomes of informed Road Users and delivery of Data to Corporate Users to measure company performance. | Schedule 2.1 sections 2.2.1, 2.2.3, 3.3, C11, C12 and C13. | The SPOTI blueprint required for AoA.1.7(as set out in Annex 1 of Schedule 4.1)  Schedule 5.1 (Software);  Evidence statement (if included). |
| AoA 2.1 | Deliver flexible, interoperable and increasingly automated Operational Services | Approach to delivering flexible, interoperable and increasingly automated Operational Services. Particular emphasis is placed on delivering Transformed User-centric Operational Services for all Users; a Transformed architecture that is scalable, interoperable and compliant with open standards as well as delivering an Operator Interface that can be easily accessed and used across the Customer’s operational teams, hence representing a modern IT platform for NTIS. | Schedule 2.1 section 4.2.1 requirements T2‑004 to T2-015 (inclusive);  Schedule 2.3. | The SPOTI blueprint required for AoA.2.1 (as set out in Annex 1 of Schedule 4.1)  Schedule 5.1 (Software);  Evidence statement (if included). |
| AoA 3.1 | Deliver successful Transition | Approach to Transition. Particular emphasis is placed on collaborative, open and transparent ways of working with the Customer and Outgoing Service Provider throughout Transition; achieving on-time delivery of the Transition; and maintaining delivery of the Operational Services through the post Transition period. | Schedule 2.1 section 4.1.1;  Schedule 6.1A | Schedule 6.1A Transition Plan and Transition Gantt Chart;  Evidence statement (if included). |
| AoA 3.2 | Deliver successful Transformation | Approach to Transformation. Particular emphasis is placed on collaborative, open and transparent ways of working with the Customer and the on-time delivery of the new Service Provider System. This includes the approach to transferring, implementing and securing applications in the cloud, and delivering and testing Software that is fit for purpose and delivered on time. | Schedule 2.1 sections 4.2.1 requirements T2‑001 to T2-003 (inclusive) and T2-016 to T2-028 (inclusive);  Schedule 6.1B. | Schedule 6.1B Transformation Plan and Transformation Gantt Chart;  Evidence statement (if included). |
| AoA 4.1 | Organisational change, workforce and talent management and supplier relationship management | Approach to ensuring that the Service Provider will have sufficient, suitably qualified staff to deliver the Services and a supply chain that augments the delivery of the Services, including the skills and experience of Key Personnel. Particular emphasis is placed on the delivery of organisational change to deliver more efficient Services with increased focus on Users. | Clauses 7.7.1, 20 and 21;  Schedule 2.1 section 2.2.6 and C14 requirements C14-001 to C14-009 (inclusive);  Schedule 9.2. | The SPOTI blueprint required for AoA.4.1 (as set out in Annex 1 of Schedule 4.1)  Schedule 4.3 (Notified Key-Sub-Contractors);  Schedule 4.4 (Third Party Contracts);  Schedule 9.2 (Key Personnel);  Evidence statement (if included). |
| AoA 4.2 | Continual improvement and knowledge management | Approach to the delivery of service improvements and knowledge management. Particular emphasis is placed on the generation of ideas linked to improved Service Outcomes and improvement initiatives that recognise the variety and differing needs of the Internal Customer Users and External Users. | Schedule 2.1 C14 requirements C14‑010 to C14-018 (inclusive);  Schedule 2.6;  Schedule 8.4;  Schedule 12. | The SPOTI blueprint required for AoA.4.2 (as set out in Annex 1 of Schedule 4.1)  Schedule 5.1 (Software);  Evidence statement (if included). |
| AoA 4.3 | Service management | Approach to delivering a service which remains up-to-date, secure and available and one where issues are addressed and service performance is accurately monitored within the required governance regime. | Schedule 2.1 C15;  Schedule 2.4 sections 4 to 10 and Annex 1 sections 4-6;  Schedule 2.2;  Schedule 8.1;  Schedule 8.6;  Schedule 12. | The SPOTI blueprint required for AoA.4.3 (as set out in Annex 1 of Schedule 4.1)  Schedule 5.1 (Software);  Schedule 8.6 Appendix 1;  Schedule 12 Appendix 1;  Evidence statement (if included). |
| AoA 4.4 | Technology management | Approach to ensuring that the technology used to deliver the Services remains fit for purpose throughout the Term. Particular emphasis is placed on management of Pre-Production Environments and live environments; deployment of software changes to fix bugs and enhance the Service Provider System within the Transitioned and Transformed solution, and keeping the post Transition Service Provider System in operation until the Transformed solution is in place. | Clause 7.7.5, 7.8 and 7.12; Schedule 2.1 C16;  Schedule 2.4 sections 3, 9 and 11 and Annex 1 sections 1 to 3 and 5 to 9. | The SPOTI blueprint required for AoA.4.4 (as set out in Annex 1 of Schedule 4.1)  Schedule 5.1 (Software);  Evidence statement (if included). |

Table 4: Areas of Assessment

* + 1. Where a Tenderer wishes to use evidence from previous contracts to demonstrate the deliverability of their proposed solution, Tenderers should complete a separate appendix (the **"Evidence Statement"**) identifying:

1. Project title;
2. Name of customer;
3. Point of contact in customer organisation;
4. Position in the organisation;
5. E-mail address;
6. Contract start date;
7. Contract expiry date;
8. Contract value;
9. Entity(s) responsible;
10. List each Area(s) of Assessment covered by this contract and evidence relevant to the proposed solution for that Area of Assessment; (each Area of Assessment and the relevant evidence from this contract for that Area of Assessment is to be listed separately so that it can be evaluated and scored in relation to relevant Area of Assessment separately).
    * 1. The Evidence Statement may include up to ten previous contracts (in any combination from either the public or private sector) as evidence for the Quality Submission but must be no more than 20 A4 pages in length. Evidence contracts must have been undertaken in the last three years and do not have to be completed but would need to have been ongoing for a minimum of 1 year at the date the Invitation to Submit Final Tenders was published. The point of contact in the customer organisation must not be from any entity named in Schedule 4.3 (Notified Key Sub-Contractors) and Schedule 4.4 (Third Party Contracts), which are completed as part of any Final Tender in accordance with paragraph 3.10.
      2. The Evidence Statement must explicitly indicate each Area of Assessment covered by the previous project and set out the evidence relevant to the proposed solution for each Area of Assessment separately, so that the Evidence Statement can be assessed in relation to the relevant Area of Assessment to which it applies.
      3. The submitted Evidence Statement will be used in the assessment process outlined in Appendix A. The evidence from a previous contract that demonstrates deliverability of the solution in relation to each Area of Assessment will be considered as part of the evaluation of the Tenderers proposed solution in relation to that Area of Assessment. For the avoidance of doubt, the Evidence Statement does not form part of the Contract.
    1. A completed Financial Model template (the **“Commercial Submission"**)
       1. The Financial Model (Contract Inception Report) and associated instructions for completion, which comprises the Commercial Submission. A Commercial Submission that is priced on any basis other than that set out in the form of the Financial Model as specified in Schedule 7.5 (Financial Reports and Audit Rights), Schedule 7.1 (Charges and Invoicing) and the instructions contained in the Financial Model, will be rejected.
    2. Insurance response template
       1. Tenderers must evidence how they will meet the minimum insurance requirements by completing Appendix D.
    3. Guarantee statement
       1. As indicated in the Invitation to Submit Requests to Participate, Schedule 10 of the draft Contract, clause 6 of the Main Body Agreement, and section 5 of the Selection Questionnaire, unless as acceptable alternative has been agreed as part of the SQ process, Highways England requires the benefit of a guarantee (which covers potential liabilities under the Contract) from:
11. the ultimate parent undertaking[[7]](#footnote-8) of

* the Economic Operator[[8]](#footnote-9) where an Economic Operator is proposing to participate as a single entity Economic Operator (i.e. not a joint venture, consortium, or special purpose vehicle);
* each entity where an Economic Operator is proposing to participate as an unincorporated joint venture; or
* each entity which is a Consortium Member;

1. the ultimate parent undertaking of any other entity(s) whose capacity is relied upon by an Economic Operator and any relevant Consortium Member to meet the selection criteria for economic and financial standing, (an “Economic Guarantor”); and
2. when a joint venture company / special purpose vehicle is proposed as the Service Provider, the Economic Operator and each Consortium Member of the special purpose vehicle/ joint venture company.
   * 1. To support this requirement, the Tenderer must submit either:
3. a certified copy of the board minutes from the agreed and named Guarantor(s) clearly and unambiguously confirming that the named Guarantor(s) will enter the guarantee when requested; or
4. a letter signed by those directors necessary to bind the agreed and named Guarantor(s), clearly and unambiguously confirming that the named Guarantor will enter into the Guarantee when requested, together with evidence of the signatories’ authority to offer the guarantee.
   1. Legal opinion for non-UK registered companies
      1. If the Tenderer, or a consortium member of the Tenderer, or a proposed Guarantor is not a company registered within the United Kingdom in accordance with the Companies Act 2006, then the Tenderer will be required to submit a legal opinion as part of its Final Tender, from each of the Tenderer’s (or consortium member as the case may be) and/or proposed Guarantor lawyers in the jurisdiction in which the overseas company is incorporated, confirming the validity of the method of execution employed by the overseas company under applicable local law and all the matters set out in paragraph 3.7.2 below. The legal opinion will need to be addressed to Highways England on a full reliance basis and the liability of the lawyers giving the opinion must not be subject to any cap.
      2. The matters referred to in paragraph 3.7.1 that will need to be confirmed in the legal opinion are as follows:
5. confirmation that:
6. the Tenderer/Guarantor is a corporation duly incorporated in the relevant jurisdiction, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated;
7. the Tenderer/Guarantor has full power to execute, deliver, enter into and perform its obligations under the Contract/Guarantee;
8. all necessary corporate, shareholder and other action required to authorize the execution and delivery by the Tenderer/Guarantor of the Contract/Guarantee and the performance by it of its obligations under it have been duly taken;
9. the proposed signatories/method of execution and method of execution will constitute valid execution by the Tenderer/Guarantor;
10. that to the best of the lawyer’s knowledge, information and belief and after having made due enquiry:

* the choice of English law to govern the Contract/Guarantee will be upheld as a valid choice of law in any action in the Courts in the jurisdiction of the Tenderer/Guarantor;
* that the Contract/Guarantee constitutes a legal, valid and binding obligations of the Tenderer/Guarantor that are enforceable in accordance with its terms in the Courts in the jurisdiction of the Tenderer/Guarantor;
* the consent to the jurisdiction by the Tenderer/Guarantor contained in the Contract/Guarantee is valid and binding on the Tenderer/Guarantor and not subject to revocation;
* to the best of the lawyer’s knowledge, information and belief and after having made due enquiry any judgment for a definite sum given by the High Court of Justice in England or Wales against the Tenderer or Guarantor would be recognised and accepted by the Courts in the jurisdiction of the Tenderer/Guarantor without re-trial or examination of the merits of the case.

1. confirmation of the requirements or not for any other formalities to be complied with under local law which may be necessary (e.g. to enforce the document in the Tenderer/Guarantor’s place of incorporation, such as notarisation, legalisation or registration of the document);
2. confirmation as to whether any withholding is required in respect of duties, taxes or charges to be deducted from any payment, whether of principal, interest, fees or otherwise, to be made by the Tenderer/Guarantor in relation to the revenues or other monies payable to Highways England under the Contract/Guarantee;
3. confirmation that Highways England will not be deemed to be resident or domiciled in the foreign jurisdiction by reason of its entry into the Contract or the Guarantor’s execution of the guarantee; and
4. confirmation that the Tenderer/Guarantor and its assets are not entitled to immunity from suit, pre-judgment attachment or restraint or enforcement of a judgment on grounds of sovereignty or otherwise in the courts of England and Wales in respect of proceedings against it in relation to the Contract/Guarantee.
   * 1. Where a legal opinion is required pursuant to paragraph 3.7.1, a Final Tender which either does not contain a legal opinion or contains a legal opinion that does not meet the requirements of paragraph 3.7.1 and/or provide the confirmations listed in paragraph 3.7.2 may be rejected by Highways England whose decision in the matter will be final.
   1. Joint Venture statement
      1. Tenderers that are part of a proposed Special Purpose Vehicle or Joint Venture which is not yet incorporated must provide a signed statement from each of the shareholders (members) demonstrating commitment to any joint venture and acknowledgement that each member will be jointly and severally liable for the execution of the Contract.
   2. Statement regarding the management of conflicts of interest
      1. Tenderers may inform of a conflict of interest or potential conflict of interest as outlined in paragraph 2.10 by completing the template in Appendix C.
   3. Schedules to be completed
      1. Tenderers must include the completed schedules as stated in Annex 2.
5. **Assessment and award**
   1. Assessment of Final Tenders
      1. The assessment of Final Tenders will be undertaken in accordance with Appendix A.
   2. Award
      1. Following completion of the assessment of Final Tenders, Highways England will seek internal approval of the Final Tender assessment. A business case will then be completed, which will require internal investment committee approval, Government Commercial Function approval, and Government Digital Service approval.
      2. Following the approval, Highways England reserves the right to conduct negotiations with the successful Tenderer to finalise the terms of the Contract but only to the extent permitted by regulation 30(20) of the Public Contracts Regulations 2015.
      3. Following these negotiations, Highways England will inform successful and unsuccessful Tenderers of its decision in accordance with Regulation 86 of the Public Contracts Regulations 2015 through the issuance of a standstill letter which confirms to Tenderers the outcome of the procurement exercise, provides feedback on Final Tenders, and provides an overview of the successful Tenderer’s key characteristics and relative advantages.
      4. Highways England will incorporate a minimum 10 calendar day standstill at the point at which initial notification is communicated to Tenderers. Appeals must be lodged in accordance with the Public Contracts Regulations 2015.
      5. Upon completion of the standstill period, the successful Tenderer will be issued with the Contract for execution, which will be executed as a deed under seal.
      6. Details of the contract award decision will be published in the Official Journal of the European Union and Contracts Finder.

**Annex 1: List of Procurement Documents**

1. Volume 0: Tender documents
   1. Invitation to Submit Final Tenders;
   2. Invitation to Submit Final Tenders Appendix A: Final Tender Assessment Methodology;
   3. Invitation to Submit Final Tenders Appendix B: Clarification query template;
   4. Invitation to Submit Final Tenders Appendix C: Conflict of Interest Declaration template;
   5. Invitation to Submit Final Tenders Appendix D: Insurance response template
2. Volume 1: Draft Contract[[9]](#footnote-10)
   1. Main Body Agreement;
   2. Schedule 1 Definitions;
   3. Schedule 2.1 Services Description;
   4. Schedule 2.1A Services Description Definitions;
   5. Schedule 2.2 Performance Levels;
   6. Schedule 2.3 Standards;
   7. Schedule 2.4 Security Management;
   8. Schedule 2.5 Insurance Requirements;
   9. Schedule 2.6 Service Improvement;
   10. Schedule 2.7 Protection of Personal Data;
   11. Schedule 3 Customer Responsibilities;
   12. Schedule 4.1 Service Provider Solution;
   13. Schedule 4.2 Commercially Sensitive Information;
   14. Schedule 4.3 Notified Key Sub-contractors;
   15. Schedule 4.4 Third Party Contracts;
   16. Schedule 5.1 Software;
   17. Schedule 5.2 Escrow Terms;
   18. Schedule 6.1A Transition Plan;
   19. Schedule 6.1B Transformation Plan;
   20. Schedule 6.2 Milestones and Deliverables;
   21. Schedule 6.3 Testing Procedures;
   22. Schedule 7.1 Charges and Invoicing;
   23. Schedule 7.2 Payments on Termination;
   24. Schedule 7.3 Benchmarking;
   25. Schedule 7.4 Financial Distress;
   26. Schedule 7.5 Financial Reports and Audit Rights;
   27. Schedule 7.5 Annex Contract Inception Report;
   28. Schedule 8.1 Governance;
   29. Schedule 8.2 Change Control Procedure;
   30. Schedule 8.3 Dispute Resolution Procedure;
   31. Schedule 8.4 Reports and Records Provisions;
   32. Schedule 8.5 Exit Management;
   33. Schedule 8.6 Service Continuity Plan and Corporate Resolution Planning;
   34. Schedule 8.7 Conduct of Claims;
   35. Schedule 9.1 Staff Transfer;
   36. Schedule 9.2 Key Personnel;
   37. Schedule 9.3 Customer Relationship Manager and Customer Representatives;
   38. Schedule 9.4 Staff Vetting;
   39. Schedule 10 Guarantee;
   40. Schedule 11 Assets Register;
   41. Schedule 12 Quality Plan;
   42. Schedule 13.1 Provisions regarding the Customer Premises;
   43. Schedule 13.2 List of Customer Premises;
   44. Schedule 13.3 Service Provider Premises;
3. Volume 2: Data Room
   1. Please refer to the e-Sourcing Portal.
4. Volume 3: Procurement Documents from previous phases
   1. Please refer to the e-Sourcing Portal.

**Annex 2: List of documents to be returned with the Final Tender**

1. Documents to be uploaded to the Technical Envelope on the e-Sourcing Portal
   1. Declaration to be completed electronically on the e-Sourcing Portal (as replicated in Annex 3);
   2. Quality Submission (in accordance with all the requirements in paragraph 3.3.1 of this ISFT)
   3. Evidence Statement (.pdf)
2. Documents to be uploaded to the Commercial Envelope on the e-Sourcing Portal
   1. Commercial Submission (in accordance with all the requirements in paragraph 3.4 of this ISFT) (.xlsx);
   2. A completed insurance response template (Appendix D) (.pdf);
   3. Guarantee statement (.pdf);
   4. Legal opinion for non-UK registered companies (.pdf);
   5. Joint Venture statement (.pdf);
   6. A completed Conflict of Interest Declaration template (Appendix C) (.pdf);
   7. Schedules to be completed:
3. Schedule 4.2 (Commercially Sensitive Information) (.docx);
4. Schedule 7.1 Annex 1 (Tables 1, 5 and 6) and Annex 4 (.docx);
5. Schedule 7.4 Annex 3 (Credit Ratings) (.docx);
6. Schedule 13.3 (list of Service Provider premises) (.docx);
7. Schedule 4.1 Appendix 1 (.docx);
8. Schedule 4.3; (.docx);
9. Schedule 4.4; (.docx);
10. Schedule 5.1; (.docx);
11. Schedule 6.1A - Appendix A; (.docx);
12. Schedule 6.1B – Appendix A; (.docx);
13. Schedule 6.2; (.docx);
14. Schedule 8.6; (.docx);
15. Schedule 9.2; (.docx);
16. Schedule 12 Quality Plan Appendix 1. (.docx);

**Annex 3: Online forms**

*Declarations*

1. Having examined the Procurement Documents (including any amendments), we offer to provide the Services throughout the Term in conformity with the Contract.
2. I confirm that I am authorised to submit this Final Tender on behalf of the Tenderer.
3. I confirm that this Final Tender consists of all the relevant materials as requested in the Invitation to Submit Final Tenders, has been submitted on the basis of the solution presented and specified by us during the dialogue and has been submitted in accordance with the Invitation to Submit Final Tenders.
4. I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.
5. I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in the Invitation to Submit Final Tenders and any evidence to support self-certified statements in the Selection Questionnaire.
6. I understand that this Invitation to Submit Final Tenders and any dispute, including any non-contractual dispute, arising from it, and any Contract concluded as a result of the Invitation to Submit Final Tenders shall be governed by English law and each party shall submit to the exclusive jurisdiction of the courts of England and Wales.
7. I understand that the Final Tender will be used in the assessment process outlined in Appendix A of the Invitation to Submit Final Tenders.
8. I understand that Highways England may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false or misleading information or content is provided in any section.
9. I am aware of the consequences of serious misrepresentation.
10. I declare that I fully understand and accept the conditions and instructions in the Invitation to Submit Final Tenders and the terms of the associated Contract.
11. Name of person completing this section.
12. Name of Tenderer completing this section.
13. Role.
14. Phone number.
15. E-mail address.
16. Postal address.
17. Signature.
18. Date.

*Anti-Collusion Certificate*

1. We certify that this Final Tender is made in good faith, and that we have not fixed or adjusted the amount of the Final Tender in accordance with any agreement or arrangement with any other person(s).
2. We also certify that, prior to the award of any Contract for the work, we have not and will not:
3. communicate the amount or approximate amount of the Final Tender to any person[[10]](#footnote-11) outside of the parties pertaining to this Final Tender procedure, other than

where the confidential disclosure of the approximate amount of the Final Tender was necessary to obtain insurance premium quotations required for the Contract.

1. enter into any agreement or arrangement with any person outside of the parties pertaining to this Final Tender that such person shall refrain from submitting a Final Tender, that they shall withdraw any Final Tender once offered, or vary the amount of any Final Tender to be submitted.
2. pay, give or offer to pay any sum of money or other valuable consideration directly or indirectly to any person outside of the parties responsible for this Final Tender for doing, having done, causing, or having caused to be done any act or thing of the sort described at (a) or (b) in relation to any other Final Tender.
3. We further certify that the principles described in paragraph 2 have been, or will be, brought to the attention of all sub-contractors, suppliers and associated companies providing services or materials connected with the Final Tender and any Contract entered into with such sub-contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.

*Anti-Bribery Code of Conduct*

1. We confirm that we acknowledge the commitments set out below and have (and shall) maintain equivalent principles throughout our supply chain.
2. We are committed to ensuring that our business operates with the utmost integrity.
3. We, and those employed by us, will not:
4. Offer, promise, pay or provide bribes[[11]](#footnote-12) to any person;
5. Request, agree to accept or receive bribes;
6. Offer hospitality to Highways England staff that would breach the following requirements:

* Gifts other than low-value items such as diaries or calendars (up to £10 in value). Calendars, diaries or other small items of office equipment may be offered and accepted but the gift must bear the company's name or insignia and can legitimately be regarded as being in the nature of advertising material;
* Benefits and/or hospitality such as cocktail parties, receptions, presentations and conferences;
* Invitations to social, cultural and sporting events; or
* Overnight accommodation and travel to and from a venue at which an event is being held.

1. We are committed to having robust procedures and controls in place within the parties pertaining to this Final Tender to minimise the risk of bribery with the aim of preventing bribery and confirm that we:
2. Have a zero-tolerance of bribery offences throughout our organisation(s);
3. Conduct risk assessments to identify and monitor potential bribery risks;
4. Adopt due diligence measures to vet and approve third parties performing services on our behalf;
5. Have clear, practical and accessible policies and procedures to address potential risks of bribery, and to prevent bribery;
6. Provide education and awareness to all our employees;
7. Have a mechanism in place to allow employees to report potential bribery issues in confidence and have a process to deal with reports protecting the reporting individual;
8. Deal effectively with any occurrences of bribery; and
9. Act at all times in good faith, impartially and in accordance with a position of trust.

*Anti-Fraud Code of Conduct*

1. We confirm that we acknowledge the commitments set out below and have (and shall) maintain equivalent principles throughout our supply chain.
2. We are committed to ensuring that our business operates with the utmost integrity.
3. We, and those employed by us, will not commit any fraudulent acts or carry out any of the following acts which could amount to fraud including, but not limited to:
4. Submission of false or inflated claims or invoices for payment or reimbursement;
5. Intentional distortion of financial statements or other records;
6. False or fraudulent financial reporting or making false or fictitious entries concerning accounts, equipment or supplies;
7. Forgery or alteration of any documents such as cheque, bank draft or any other financial documents, including destruction or removal of records;
8. Impropriety in the handling or reporting of money or financial transactions;
9. Theft or misappropriation of assets or funds;
10. Disclosure of confidential information to third parties without authority for personal gain; and
11. The payment of excessive prices or fees where they are not justified.
12. We agree to:
13. Keep accurate and up to date records showing all payments made and received and all other advantages given and received, and permit Highways England to inspect those records as required; and
14. Promptly notify Highways England of any breach of these principles.

*Armed Forces Covenant*

1. The Armed Forces Covenant is a public sector pledge from Government, businesses, charities and organisations to demonstrate their support for the armed forces community. The Covenant was brought in under the Armed Forces Act 2011 to recognise that the whole nation has a moral obligation to redress the disadvantages the armed forces community face in comparison to other citizens, and recognise sacrifices made.
2. The Covenant’s 2 principles are that:
3. the armed forces community should not face disadvantages when compared to other citizens in the provision of public and commercial services
4. special consideration is appropriate in some cases, especially for those who have given most such as the injured and the bereaved.
5. Highways England encourages all Tenderers, and their suppliers, to sign the Corporate Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.
6. Guidance on the various ways you can demonstrate your support through the Corporate Covenant is at [The Corporate Covenant](https://www.gov.uk/government/publications/corporate-covenant-pledge).
7. If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at [The Corporate Covenant](https://www.gov.uk/government/publications/corporate-covenant-pledge) website, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.
8. Paragraphs 1 to 5 above are not a condition of working with Highways England now or in the future, nor will this issue form any part of the Final Tender evaluation, contract award procedure or any resulting contract. However, Highways England very much hopes you will want to provide your support.

1. <http://www.legislation.gov.uk/uksi/2015/102/contents/made> [↑](#footnote-ref-2)
2. <https://www.gov.uk/government/publications/strategic-highways-company-framework> [↑](#footnote-ref-3)
3. <http://www.legislation.gov.uk/uksi/2015/102/regulation/30/made> [↑](#footnote-ref-4)
4. <https://www.gov.uk/government/collections/procurement-policy-notes> [↑](#footnote-ref-5)
5. The terms Outgoing Service Provider and Transferring Former Service Provider Employees used in this paragraph have the meanings given to them in Schedule 9.1 (Staff Transfer) of the Contract. [↑](#footnote-ref-6)
6. The capitalised terms used in this table have the meanings given to them in the draft contract and the Descriptive Document. [↑](#footnote-ref-7)
7. The “Ultimate Parent Undertaking” of an Economic Operator or any member of a consortium (if applicable) as defined in Schedule 1 of the draft Contract. [↑](#footnote-ref-8)
8. All references to **“Economic Operators”** in this document has the meaning attributed to it in regulation 2 of the Public Contracts Regulations 2015 (“*means any person or public entity or group of such persons and entities, including any temporary association of undertakings, which offers the execution of works or a work, the supply of products or the provision of services on the market*”). [↑](#footnote-ref-9)
9. Any Tenderer specific Contract amendments agreed during the Dialogue Phase shall be sent via the “Messages” function on the e-Sourcing Portal. [↑](#footnote-ref-10)
10. The word 'person' includes any persons and any body or association, corporated or unincorporated; 'agreement’ or ‘arrangement' includes any transaction, formal or informal and whether legally binding or not; and 'work' means the work in relation to which the Final Tender is made. [↑](#footnote-ref-11)
11. A bribe for this purpose being the provision of any financial or other advantage to encourage that person to perform their functions or activities improperly or to reward that person for having already done so. [↑](#footnote-ref-12)