

Highways England Company Limited

Area 3 AD Maintenance and Response (M&R) Contract

Instructions for Tenderers 21

October 2020

Contents amendment sheet

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1 PROCUREMENT SUMMARY

1.1 Context and Highways England's Aims

- 1.1.1 Highways England is looking for a suitable contractor to provide and undertake all cyclical and reactive maintenance, incident response, defect rectification and severe weather delivery on the trunk roads and motorways within Hampshire, Surrey, Berkshire, Oxfordshire, Dorset, Wiltshire and part of Buckinghamshire (excluding the M25 motorway) and potentially the M40 Junctions 1a to 9. Duties will also include maintenance of roadside technology, the provision of traffic management for the contractor's maintenance and incident response activities (including traffic management for others).
- 1.1.2 Under the Construction (Design and Management) Regulations 2015 the contractor will be Principal Contractor for all work they undertake.

1.2 Contract Features

- 1.2.1 Key features of the Contract include
- Highways England acting as asset owner and decision maker,
 - A term maintenance contract to deliver maintenance and response services,
 - Provision of Winter Service
- 1.2.2 During the contract Highways England will bring in-house the services below,
- Inspection and data management,
 - the prescription of maintenance activity for cyclic maintenance and repair of defects,
 - management of network occupancy and operational decision making,
 - needs identification and scheme definition Tunnel Management

meaning that they will no longer be within the scope of this contract.

2 DEFINITIONS AND INTRODUCTION

2.1 Definitions

2.1.1 Words and phrases with an initial capital letter used in this document shall have the meanings set out in Table 1 below.

Table 1 Table of Definitions

Term	Definition
Assessment	the part of the procurement process described in section 7.3 of these Instructions;
Associated Company	has the meaning given in section 256 of the Companies Act 2006;
Award Criteria	the criteria described in these Instructions that Highways England will use to identify the most economically advantageous Tender;
Commercial Assessment Panel	the group of assessors that assesses the Commercial Workbook;
Commercial Envelope	the area on the Sourcing Portal in which Tenderers should submit their Commercial Workbook;
Commercial Score	the score awarded by the Commercial Assessment Panel after its assessment of the Commercial Workbook
Commercial Workbook	the part of the Tender to be submitted in accordance with paragraph 6.10 of these Instructions;
Conditions of Tendering	section 4 of these Instructions setting out the general processes, procedures and rules for Tenderers to follow when producing and submitting a Tender;
Contract	the contract to be entered between Highways England and the successful Tenderer;
Contract Notice	the Contract Notice advertising the Contract published in the OJEU as described in paragraph 2.2.1 of these Instructions;
EIRs	the Environmental Information Regulations 2004 (S1 2004/3391)
Final Quality Score	the Final Quality Score determined in accordance with section 7.8.10 of these Instructions
FOIA	the Freedom of Information Act 2000;
Instructions	this Instructions for Tenderers document;
Interim Quality Score	a Tenderer's quality score after the Assessment, Quality Consensus and Quality Moderation processes but before any adjustment arising from the Sustainability process as calculated in accordance with Table 5;
Network Resilience Test	the test conducted on the highest-ranking Bidder as described in section 7.10 of these Instructions;
OJEU	the Official Journal of the European Union;
Policy and Compliance Submission	the part of the Tender to be submitted in accordance with paragraph 6.6 of these Instructions;
Price	the Price for each Tender and from which the Commercial Score is determined by the Commercial Assessment Panel in accordance with paragraphs 7.3.4 – 7.3.11 of these Instructions;
Procurement Officer	the individual identified in paragraph 2.2.3 of these Instructions;
Qualification Envelope	the area on the Sourcing Portal in which Tenderers should submit their Selection Questionnaire and Policy Statements.
Quality Assessment Panel	the group of assessors that assesses the Quality Submission.
Quality Consensus	the part of the procurement process described in section 7.4 of these Instructions;
Quality Moderation	the part of the procurement process described in section 7.5 of these Instructions;
Quality Moderation Panel	the group of moderators that provides independent assurance of the scores awarded by the Quality Assessment Panel in accordance with section 7.5 of these Instructions;
Quality Questions	the Questions set out in Appendix E to these Instructions to be answered by Tenderers as part of their Tender response;
Quality Submission	the part of the Tender to be submitted in accordance with paragraph 6.7 of these Instructions;
Regulations	the Public Contracts Regulations 2015 (as amended);

Road Investment Strategy (RIS)	the Department for Transport's (DfT) strategy document which sets out where it will prioritise its investment in the strategic road network;
Selection Questionnaire (SQ)	the document to be completed by Tenderers in the form set out in Annex 1;
Selection Questionnaire Assessment	the test conducted on the highest-ranking Bidder as described in section 7.9 of these Instructions;
Selection Questionnaire Submission	the part of the Tender containing the Selection Questionnaire to be submitted in accordance with paragraph 6.5 of these Instructions;
Sourcing Portal	Highways England's web-based system used to conduct and manage the procurement process from Tender invitation, including all communications, provision of data and information and submissions. The Sourcing Portal used for this Tender is called Bravo;
Sustainability	the part of the procurement process described in section 7.8 of these Instructions;
Technical Envelope	the area on the Sourcing Portal in which Tenderers should submit their Contract, Policy and Compliance Submission (in Section 1) and their Quality Submission and Tender Commitments Register (in Section 2);
Tender	an offer by a Tenderer in response to these Instructions which includes all supporting Tender response documents, rates and prices and proposals;
Tender Commitment	a commitment from the Tenderer provided in accordance with section 6.8 of these Instructions;
Tender Panel	the panel formed at Stage 6 – Sustainability Assessment;
Tender Query	a question or request for clarification submitted by a Tenderer and answered by Highways England in accordance with section 5.1 of these Instructions;
Tenderer	the individual, organisation or consortium submitting a Tender;
Total Score	the score awarded following the procurement process described in section 7.6 of these Instructions;
Weighted Interim Quality Score	a Tenderer's weighted quality score out of 100 after the Assessment, Consensus and Moderation stages of the procurement process (but prior to Sustainability);
Weighted Final Quality Score	a Tenderer's weighted quality score out of 100 after Sustainability calculated in accordance with Table 9.

2.2 Instructions for Tenderers

2.2.1 These Instructions are issued further to the OJEU Contract Notice reference number 2020/S 205-500519. The Contract is being procured in accordance with the open procedure in regulation 27 of the Regulations and the procurement seeks to identify the most economically advantageous Tender to Highways England

2.2.2 The purpose of this document is to provide Tenderers with information about the procurement process, the timetable and the Conditions of Tendering. The document describes the Contract, which Highways England is seeking to procure. It also sets out the Award Criteria and how they will be applied to identify the most economically advantageous Tender.

2.2.3 Tenderers may only contact Highways England through the Sourcing Portal, unless

they are unable to access the Sourcing Portal in which case they must contact the Procurement Officer by email. The Procurement Officer for this procurement is [REDACTED] and he can be contacted via email Area3M&RProcurement@highwaysengland.co.uk

- 2.2.4 Whenever in these Instructions there is reference to a meeting being held between Highways England and one or more of the Tenderers such a meeting may be held face to face, by telephone, by Skype, by Microsoft Teams or by another reasonably widely available medium chosen by Highways England.

3 PROCUREMENT STRATEGY

3.1 Procurement Timetable – key events and dates

- 3.1.1 Indicative key dates and deadlines for the procurement process are set out in Table 2 below. These dates will be kept under review by Highways England and Highways England reserves the right to change them. Highways England will notify all Tenderers as soon as practicable of any changes that may be made to the key dates or the procurement process:

Table 2 Key events and dates

Activity	Date
Issue Contract Notice	16/10/20
Tender documents available in the Sourcing Portal	21/10/20
Last date for submission of Tender queries	01/12/20
Last date for response to Tender queries	09/12/20
Tender return date	22/12/20 at 12:00 noon
Tender Assessment	07/01/21 to 16/03/21
Standstill letters issued	19/04/21
Contract Award	04/05/21

4 CONDITIONS OF TENDERING

4.1 General

- 4.1.1 All Tenders must be submitted in accordance with these Instructions. Highways England reserves the right to exclude any Tender from the competition which does not comply with these Instructions.
- 4.1.2 Wherever these Instructions state that Highways England reserves a right to, or may exclude a Tenderer (e.g. for non-compliance with any requirement of these Instructions or a fail under any specific criterion) then Highways England is at liberty to exercise such discretion as it sees fit to balance fair and equal treatment of all Tenderers with a

proportionate response to the relevant failure.

- 4.1.3 The contents of these Instructions and of any other documentation sent to Tenderers in respect of the procurement exercise remain the property of Highways England and must be treated as private and confidential at all times.
- 4.1.4 Tenderers are required to conduct themselves in good faith in all dealings in relation to the procurement exercise.
- 4.1.5 All contact with Highways England during this procurement must be made through the Sourcing Portal, unless a Tenderer is unable to access the Sourcing Portal in which case they must contact the Procurement Officer by email. There should be no direct contact by Tenderers with Highways England or its advisers, consultants or contractors unless this is expressly agreed in advance by Highways England or expressly permitted by these Instructions.
- 4.1.6 Highways England reserves the right to allow any Tenderer to correct an error in its Tender or clarify elements of its Tender to Highways England's satisfaction rather than exclude such a Tenderer where Highways England is satisfied such action would be proportionate to the relevant issue and would not result in discrimination to other Tenderers or amount to unfair treatment.
- 4.1.7 Before bidding for this opportunity Tenderers should in particular read section 7.10 of these Instructions which contains a test designed to exclude a successful bidder that has already been awarded a prescribed number of contracts by Highways England.

4.2 Disclosure Requests and Transparency

- 4.2.1 Under the FOIA, the EIRs or the Regulations 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 Tenders received.
- 4.2.2 Under the UK Government's Procurement Policy Note 02/17 (Promoting Greater Transparency) dated February 2017, Highways England is obliged to publish the details of the successful Tenderer and the provisions of any Contract let pursuant to this procurement exercise, excluding only information which is exempt from disclosure pursuant to the FOIA, EIRs or the Regulations.
- 4.2.3 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 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, EIRs and the Regulations, 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 by a Tenderer as genuinely commercially sensitive or any other relevant FOIA or EIRs exemption.

4.2.4 Tenderers are therefore invited using Appendix I of these Instructions to state which information in their Tender should not be disclosed due to one of the exemptions applying, for example because to do so would, or would be likely to prejudice their commercial interests. Applications for non-disclosure must include:

- a) Clear and substantive justification; and
- b) A time limit after which the information is no longer subject to the exemption.

4.2.5 Highways England will endeavour to consult with the Tenderer and have regard to the Tenderer's representations before it releases any information in response to a request made under the FOIA or the EIRs. 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 the FOIA or the EIRs, or alternatively is to be disclosed in response to a request for information.

4.2.6 All central Government departments, their executive agencies and non- departmental public bodies 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 - including ensuring value for money and related aspects of good procurement practice.

4.2.7 For these purposes, Highways England may disclose within Government any documents and information (including any that the Tenderer considers to be confidential and/ or commercially sensitive, such as specific information within the Tender) submitted by the Tenderer to Highways England during this procurement exercise. Tenderers consent to these terms as part of the procurement exercise.

4.2.8 When taking up references as part of the Selection Questionnaire process Highways England confirms that it will keep confidential and will not disclose to any third parties any information obtained from a Tenderer's named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Regulations, 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.

4.2.9 Tenderers must note that Highways England may be required to publish the names of the Tenderers responding to this invitation.

4.3 Anti -collusion

4.3.1 Tenderers are required to return an Anti-collusion certificate in the form set out in Appendix L as part of the Tender response as part of their Contract, Policy and Compliance Submission.

4.3.2 Where collusion between Tenderers (or any relevant parties with an interest in the procurement which may prejudice the outcome of the procurement) has been found to occur, Highways England reserves the right to exclude from this procurement any potential Tenderer at its discretion (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).

4.4 Publicity and marketing

All publicity activity in relation to this procurement exercise or the award of subsequent Contract(s) is prohibited except with the prior written agreement of Highways England. Tenderers must, prior to any form of response, notify Highways England via the Sourcing Portal of any enquiries received from the media regarding this procurement exercise.

4.5 Change of Ownership or Economic and Financial Standing

4.5.1 A Tenderer must immediately advise Highways England if:

- a) Its ownership or the ownership of any member of its Tendering consortium changes, or
- b) The composition of its Tendering consortium (including its proposed joint venture partners or their parent companies, or key subcontractors) changes; or
- c) Any organisation involved in the preparation of any Tender documents (including those of other Tenderers) is acquired by it or by any member of its consortium (or any of its or their Associated Companies), or
- d) It (or one of its Associated Companies) completes the takeover of, or merges with, another Tenderer (or one of its Associated Companies).

4.5.2 If it is considered that a change in ownership or the composition of a consortium described in section 4.5.1 would result in a conflict of interest, Highways England reserves the right to exclude the relevant Tenderer from the competition.

4.5.3 Highways England reserves the right to exclude any Tenderer that fails to advise Highways England in accordance with paragraph 4.5.1 or where a Tenderer otherwise contravenes the Conditions of Tendering regarding a Tenderer's change in

ownership or consortium composition.

- 4.5.4 Highways England also reserves the right to exclude any Tenderer from the procurement exercise where any change in its financial or economic standing means the Tenderer would no longer meet the minimum financial requirements set out in the Selection Questionnaire.

4.6 Conflicts of Interest

- 4.6.1 A “conflict” or “potential conflict” is any circumstance which creates a conflict of interest for a Tenderer or which could have an impact on the fair, transparent and non-discriminatory nature of this procurement process.

4.6.2 Where there is any indication that a conflict of interest, or potential conflict of interest, between the Tenderer, its advisers, Highways England or Highways England’s advisers or any combination thereof has arisen or may arise it will be the responsibility of the Tenderer (using Appendix J) to inform Highways England immediately via the Sourcing Portal setting out the conflict or potential conflict in detail together with the measures taken and/or to be put in place to identify, prevent and/or remedy any conflict or potential conflict of interest. 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 reasonable opinion) be effectively remedied, Highways England will exclude the relevant Tenderer from the procurement exercise.

- 4.6.3 If Highways England becomes aware of any actual or potential conflict of interest that the Tenderer has not declared to Highways England, the Tenderer may be excluded from the procurement exercise.

- 4.6.4 Tenders by groups of entities or Associated Companies must be submitted autonomously and independently with appropriate evidence provided of measures which ensure this is in accordance with paragraphs 4.6.2 or 4.6.5. 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 excluded from the procurement exercise.

- 4.6.5 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 bid. In such circumstances the Tenderer should address the potential conflict in the manner set out in paragraph 4.6.2.

4.7 Tender Warranties

- 4.7.1 These Instructions and their associated documentation is provided in good faith. No

warranty is given by Highways England as to the accuracy or completeness of information contained in it. Any liability for inaccuracy or incompleteness is expressly disclaimed by Highways England. Tenderers are to satisfy themselves they understand all requirements of the procurement exercise and all associated documents before submitting a Tender.

4.7.2 Highways England reserves the right to cancel, amend or vary the procurement process at any point prior to the award of the Contract (in whole or in part) and with no liability on its part.

4.7.3 Highways England reserves the right not to accept any Tender for any reason given in these Instructions or the Regulations.

4.7.4 Highways England is 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 Tendering. Tenderers submit a Tender at their own risk and expense.

4.7.5 Tenders will remain open for acceptance by Highways England for a period of 180 days from the closing date for the submission of Tenders after which period the validity of a Tender will be subject to confirmation by the Tenderer.

4.8 Tender Documents

4.8.1 The documents provided to Tenderers are listed in Appendix A – IfT Document Register.

4.8.2 If Tenderers experience any difficulty in locating or opening documents listed in Appendix A – Document Register or within any of the referenced documents, then a Tender Query should be raised via the Sourcing Portal.

4.8.3 All documents and information issued to Tenderers remain the property of Highways England and may only be used for the purpose of tendering, they must not be disclosed to persons unconnected with the Tender and must be destroyed on completion of the procurement exercise.

5 TENDER COMMUNICATIONS

5.1 Tender Queries

5.1.1 If Tenderers have any queries or require any clarification concerning any aspect of these Instructions, then they should submit a Tender Query to Highways England through the Sourcing Portal not later than 01/12/2020.

5.1.2 Tender Queries will only be permitted until the date in paragraph 5.1.1. This deadline is designed to permit Highways England to consider and respond to all Tender Queries within sufficient time to enable Tenderers to take account of Highways England's

response ahead of the Tender return date.

5.1.3 Highways England reserves the right not to provide a response to any Tender Query raised by a Tenderer received after the date shown in paragraph 5.1.1.

5.1.4 All Tender Queries and responses will be published openly to all Tenderers unless specifically marked “Commercially Sensitive” or “Confidential” by the Tenderer at the time of submission. If so marked Tenderers must explain why they consider that the Tender Query is commercially sensitive or confidential. These Tender Queries and Highways England’s responses will, subject to paragraph 5.1.5, not be circulated to other Tenderers.

5.1.5 If a Tenderer states that a Tender Query is in their opinion commercially sensitive or confidential, but Highways England does not agree, Highways England reserves the right to notify the Tenderer of its decision and reserves the right to offer the Tenderer an opportunity to withdraw the relevant Tender Query. If the Tenderer does not elect to withdraw the relevant Tender Query within the specified timeframe or within three working days (whichever is the later), the relevant Tender Query and response is circulated to all Tenderers.

5.1.6 Where, in response to a Tender Query or otherwise, Highways England makes available further information that is relevant to the Tender then such information will be made available to all Tenderers.

5.1.7 It shall be Highways England’s decision whether and how to answer a Tender Query. Highways England accepts no liability arising from the provision of clarification or further information or a decision not to provide further clarification or information.

5.2 Tender Amendments

5.2.1 The Procurement Officer may make amendments to these Instructions and shall issue them to all Tenderers via the Sourcing Portal. Only in exceptional circumstances will amendments be issued after the closing date for submission of Tenders in the form of a post Tender amendment. Exceptional circumstances include where Highways England wishes to correct an error in these Instructions.

5.2.2 Highways England officers or consultants do not have the authority to make any amendment to these Instructions except through an amendment issued by the Procurement Officer. If a purported amendment is made by anybody except the Procurement Officer, this is not to be considered valid and the Tenderer must refer the matter to the Procurement Officer immediately.

6 TENDER SUBMISSION REQUIREMENTS

6.1 General

6.1.1 Highways England reserves the right to exclude Tenders not received by the Tender return date and time shown in Table 2 (subject to any amendments to that date or time issued by Highways England). If a Tender is submitted after this deadline the Tenderer may be asked to explain and/or evidence any system or material issue that prevented it from submitting its Tender by the deadline.

6.1.2 Tenders must be submitted using the Sourcing Portal and in accordance with these Instructions. Tenders must be complete and documents which are provided for Tenderers to fill in and return shall not be altered. Tenders shall not be qualified or accompanied by statements or a covering letter that might be construed as rendering the Tender equivocal. Highways England reserves the right to exclude any Tenders which do not comply with the instructions in this paragraph.

6.1.3 Before a Tender can be submitted the Tenderer must answer the confirmation statements within the Sourcing Portal, confirming that the person confirming is empowered to submit the Tender on behalf of their organisation, that the Tenderer accepts these Instructions (and any amendments or answers to Tender Queries), and that their tender is valid for 180 days.

6.2 Document Control

6.2.1 A. Checklist of the documents to be returned with the Tender is set out in Appendix

B. Each Tender must be submitted in three online envelopes as follows, further detail is given in Appendix B:

- Qualification Envelope
- Technical Envelope
- Commercial Envelope

6.2.2 Tenders and supporting documents must be written in English and priced in Pounds Sterling.

6.2.3 Tenders must comply with the following document restrictions:

- a) The Quality Submission must not exceed 40 sheets of A4 paper (80 sides), Tenderers may use A3 paper in lieu of A4, but each A3 sheet will be counted as two A4 sheets. This page limit includes all text included in the Quality Submission, title pages, drawings, diagrams, flow charts and any annexes.
- b) The pages of any document with a page limit must be numbered. Page numbers and other header or footer information may be included in the margin space;
- c) Text must be presented in "Arial" font and be no smaller than 11 point, single-spaced. Text no smaller than 9 point can be used for drawings, diagrams and flow charts.

- 6.2.4 If the Quality Submission exceeds the page limit stated in section 6.2.3(a), the material beyond the page limit will be disregarded and not distributed to the members of the Quality Assessment Panel for assessment.
- 6.2.5 Documents are to be clearly referenced, sequenced and provided in Microsoft 2016 Word and Excel formats with the exception of templates forming part of the documents requiring completion by the Tenderer which shall retain their original format.
- 6.2.6 Where the response to a question requires multiple files to be uploaded these can be combined in a single zip file. No single file is to be larger than 20Mbytes. Tenderers should label each file using the naming convention.
- a) Tenderer initials
 - b) Name of document given in Appendix A. Example
- Format – ABC Ltd _Selection Questionnaire.”

6.3 Variant Bids

- 6.3.1 Highways England will not accept any variant bids in response to these Instructions and any variant bid received will be excluded.

6.4 Tender Submission

- 6.4.1 Tenderers are required to submit four submissions as part of the Tender:

- Selection Questionnaire Submission
- Contract, Policy and Compliance Submission
- Quality Submission
- Commercial Workbook

6.5 Selection Questionnaire Submission

- 6.5.1 Tenderers are required to return in the Qualification Envelope on the Sourcing Portal the Selection Questionnaire Submission in accordance with the guidance in Annex 1 Selection Questionnaire Guidance Note.
- 6.5.2 The Selection Questionnaire Submission includes the following:
- a) PART 1: Potential supplier information
 - b) PART 2: Exclusion grounds
 - c) PART 3: Selection questions

6.6 Contract, Policy and Compliance Submission

- 6.6.1 Tenderers are required to complete and return in the Technical Envelope (section 1) on the Sourcing Portal the Contract, Policy and Compliance Submission, comprising:

- a) the Contract Data Part Two; and
- b) the policy compliance statements described in Table 3 confirming that they will adhere to Highways England's relevant policies in the event that they are successful in this procurement.

Table 3 – Policy and Compliance Documents Requirements

Policy	Mandatory requirement?	Refer to
Parent Company Guarantee	If there is a parent company	Description in Section C1 of Appendix C
Legal Opinion for Tenderers that are non-UK Registered Companies	If the Tenderer is a non-UK registered company	Description in Section C2 of Appendix C
SME Statement	Yes	Description in Appendix C
Information Assurance	Yes	Description in Appendix C
Data Protection statement (GDPR)	Yes	Description in Appendix C
Anti-Collusion Certificate	Yes	Annex L of these instructions
Fair Payment Charter	Yes	Document within Area 3 M&R Contract Data Z Clauses and Scope.
Anti-bribery Code of Conduct	Yes	Document within Area 3 M&R Contract Data Z Clauses and Scope.
Anti-fraud Code of Conduct	Yes	Document within Area 3 M&R Contract Data Z Clauses and Scope.

Policy	Mandatory requirement?	Refer to
Armed Forces Covenant	Yes	Annex M of these instructions

6.6.2 All the documents detailed in Table 3 above, must be submitted as part of the Tender. Highways England reserves the right to exclude a Tenderer that fails to provide any of the compliance statements.

6.6.3 Tenderers should refer to Appendix C - Policy and Compliance Requirements for further details regarding each policy requirement.

6.7 Quality Submission Instructions

6.7.1 Tenderers are required to complete and return in the Technical Envelope (section 2) on the Sourcing Portal their Quality Submission, comprising responses to the Quality Questions in Appendix E.

6.7.2 Each Quality Question sets out the following:

- **Ambition** – the outcome Highways England is seeking to obtain;
- **Question** – the question that Tenderers must respond to; and
- **Requirements** – the minimum requirements Highways England considers essential to deliver the Ambition.

6.7.3 A Tenderer's response to each Quality Question must include the following components:

- a) Methodology: describing the methods to be used, which must as a minimum address all the requirements;
- b) Evidence: showing how the methodology has been previously used, tested or piloted.
- c) Tender Commitments: Tenderers must provide Tender Commitments as described in paragraph 6.8;

6.7.4 The requirements in each of the Quality Questions are the areas Highways England believe essential to enable the Ambition to be achieved. Each requirement must be clearly addressed, detailing the specific methodology that will deliver the requirement. Each requirement will be given equal importance by the Quality Evaluation Panel.

6.7.5 Tenderers must provide evidence to support their methodology. Tenderers must provide

evidence to demonstrate they have successfully delivered the methodology previously, or that the methodology has been successfully used by others, or that it has been tested for example by trials, pilot schemes or research. The evidence is not required to be from delivery in a roads environment, e.g. evidence for customer service could come from a different sector.

6.8 Tender Commitments

6.8.1 A Tenderer must provide one or more Tender Commitments as part of its response to each Quality Question. Tender Commitments are a summary of each key element of the methodology and time-based outputs submitted to meet the requirements to deliver the ambition.

6.8.2 The Tender Commitments will be assessed as part of the response to each Quality Question as described in Appendix E. The number of Tender Commitments provided in the response to each Quality Question will not of itself affect the Quality Score given for that Quality Question (as long as at least one is provided).

6.8.3 All Tender Commitments must be SMART (Specific, Measurable, Achievable, Relevant and Time-bound).

- a) **Specific** – the Tender Commitment must be well defined and specific to the Quality Question;
- b) **Measurable** – achievement of the Tender Commitment must be objectively measurable;
- c) **Achievable** – the Tender Commitment must be achievable;
- d) **Relevant** – the Tender Commitment must be aligned to the Ambition;
- e) **Time-bound** – the Tender Commitment must have a clear timeframe within which it will be achieved.

6.8.4 Tender Commitments must be included in the Quality Submission and duplicated in the Tender Commitments Register returned in Section 2 of the Technical Envelope.

6.8.5 Tender Commitments will become part of the Contract on award. Tenderers are referred to the Contract for further details.

6.9 Key Persons

6.9.1 Tenderers are to provide a completed list of named key persons in the form set out in the Contract Data Part 2 to be returned by them as part of their Contract, Policy and Compliance Submission in Section 1 of the Technical Envelope. This lists the key roles identified by Highways England and equivalents of equal seniority are permitted. Please ensure that the answer to Quality Question 1 does not include the names of the key persons.

6.9.2 The key persons listed in the Contract Data Part 2 will not be assessed as part of the Tender.

6.10 Commercial Workbook Instructions

6.10.1 Tenderers are required to submit in the Commercial Envelope on the Sourcing Portal a completed Commercial Workbook found in Appendix F of these Instructions.

6.10.2 Tenderers are to complete the Commercial Workbook in accordance with the information and guidance notes provided within the Commercial Workbook and the instructions included within Appendix F.

Advantageous Tender to Highways England by first assessing the Commercial and Quality

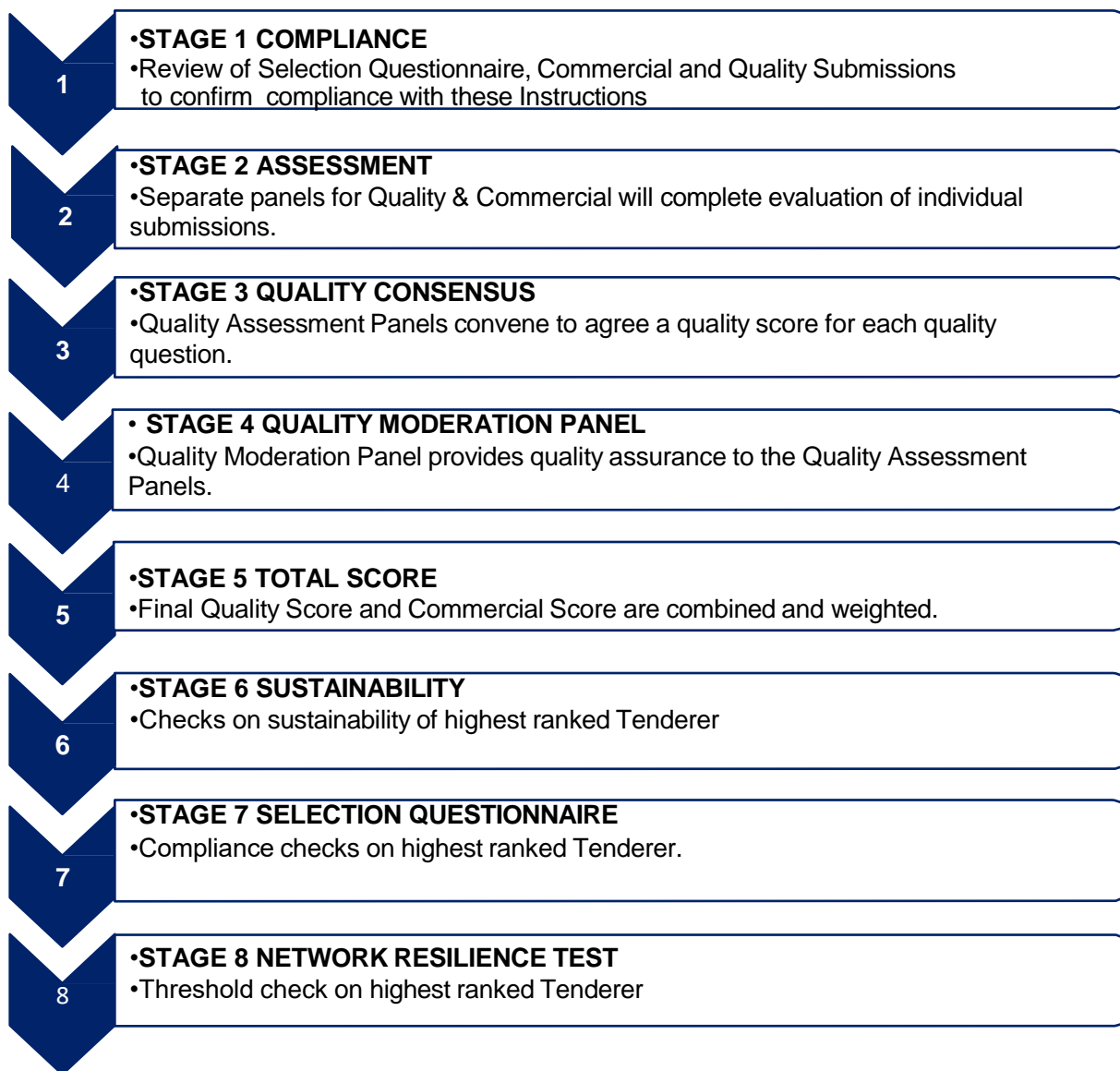
7 TENDER ASSESSMENT PROCEDURE

7.1 Tender Assessment Procedure

7.1.1 The Tender assessment procedure identifies the Most Economically Advantageous Tender to Highways England by first assessing the Commercial and Quality Submissions for compliance then calculating the Quality Score and the Commercial Score and combining them in the ratio of 70% (Quality) and 30% (Commercial) and finally by applying the pass/fail and mandatory Selection Questionnaire requirements and Network Resilience Test.

7.1.2 The assessment of Tenders will be carried out in the eight stages shown in Figure 1:

Figure 1 – Tender Assessment Procedure Stages



7.2 Stage 1 - Compliance

7.2.1 In this stage Highways England undertakes an initial check for Tender completeness and compliance, including that:

- a full and complete set of correct documents and submissions has been uploaded to the Sourcing Portal;
- the submitted documents and submissions are without qualification;
- no further documents were submitted beyond those required;
- all relevant elements of the Selection Questionnaire have been self-certified by the Tenderer as compliant; and
- the page count limit in the Quality Submission has not been exceeded.

7.2.2 Highways England reserves the right to exclude a Tender that does not meet the conditions in paragraph 7.2.1(a) – (d) and will ignore any pages in excess of the page count limit.

7.3 Stage 2 – Assessment

7.3.1 Highways England reserves the right to seek clarification of any part of a Tender to assist in its consideration of the Tender but shall be under no obligation to do so. It is the responsibility of Tenderers to ensure their Tender is free of errors and complies with these Instructions.

Commercial Assessment

7.3.2 The Commercial Assessment Panel will assess the Commercial Workbook provided by the Tenderer using the two-stage process described in paragraphs 7.3.4 to 7.3.11 of these Instructions.

Step One: Commercial Compliance

7.3.3 The Commercial Assessment Panel is completely independent of the Quality Assessment Panel, and no documents or information is shared between the panels.

7.3.4 The Commercial Assessment Panel will check that Tenderers have submitted the Commercial Workbook in accordance with these Instructions and the guidance notes in the Commercial Workbook.

7.3.5 If the Commercial Assessment Panel wishes to request clarification the Procurement Officer shall issue a request for clarification to the Tenderer through the Sourcing Portal.

7.3.6 Examination of documents by Highways England may detect mathematical errors in computation that may undermine the reliability of the Tender. Highways England will highlight these errors to the Tenderer, so they can be corrected.

Step Two: Commercial Assessment

7.3.7 The Commercial Assessment Panel will determine a Price for each Tender, built up from the worksheets contained within the Commercial Workbook.

7.3.8 The Commercial Assessment Panel will determine the Price for each Tenderer on the following basis:

- a. The Lump Sum Duties in Schedule A of the Price List for cyclic (operational and non-operational) maintenance,
- b. An allowance for quantities against the Schedule of Rate items in Schedule C of the Price List for repairs and severe weather service,
- c. An allowance for the Cost Reimbursable Duties for repairs and incident response services,
- d. An allowance for Task Orders for minor improvements,
- e. An allowance for compensation events, and
- f. An allowance for inflation using the Office for Budget Responsibility (OBR)

forecast over the Service Period, as published at the base date, applied in accordance with Clause X1 of the Conditions of Contract.

- 7.3.9 The Tenderer with the lowest Price is awarded a Commercial Score of 100. The Commercial Scores of the other Tenderers are calculated by deducting from 100 the percentage variance by which their price is above the lowest Price.
- 7.3.10 There will be no negative scoring, so the minimum possible Commercial Score is zero. If the Tenderer's Price is equal to or greater than two times the lowest Price, then the Tenderer's Commercial Score will be zero.
- 7.3.11 The Commercial Score will be calculated to two decimal places. A worked example is provided in Appendix G.
- 7.3.12 If the Tenderer with the lowest Price is excluded from the competition, then the second lowest priced Tender will score 100 and the other Commercial Scores will be re-calculated in accordance with paragraphs 7.3.8 – 7.3.11.

Quality Assessment

- 7.3.13 The Quality Submission will be assessed based on the response provided for each Quality Question. Tenderers should not include cross-referencing between the Quality Questions with the exception of Quality Question 1 the response to which Tenderers may refer to throughout the remainder of their Quality submission where they deem it appropriate.

Quality Criteria

- 7.3.14 The Quality sub-criteria are detailed in Table 4 below.

Table 4

Award criterion	Weighting of Total Score	Question Number	Sub-Criterion	Sub-criterion Weighting
Quality	70%	1	Organisation and Resources	10%
		2	Health & Safety– Network and process	10%
		3	Health & Safety– Resources	10%
		4	Delivery – Maintenance	20%
		5	Delivery - Severe Weather	15%

Award criterion	Weighting of Total Score	Question Number	Sub-Criterion	Sub-criterion Weighting
		6	Delivery – Quality	7.5%
		7	Delivery – Commercial	6%
		8	Customer	9%
		9	Delivery – Innovation	5%
		10	Delivery – Sustainability	7.5%

7.3.15 Assessment of the Quality Submission will be undertaken by the members of the Quality Assessment Panel who will evaluate and score in accordance with the evaluation methodology as set out in Appendix D – Quality Scoring Matrix.

7.3.16 Members of the Quality Assessment Panel, working independently, assess the response to each Quality Question based wholly on the contents of the written Quality Submission, and any associated clarifications.

7.3.17 If an individual member of the Quality Assessment Panel wishes to request clarification from a Tenderer the Procurement Officer shall issue a request for clarification through the Sourcing Portal.

7.3.18 The individual members of the Quality Assessment Panel award a score to the response to each Quality Question in accordance with the procedures specified in these Instructions and record their individual scores and rationale for each of the scores.

7.3.19 Following the recording of the individual members of the Quality Assessment Panels' scores, a Quality Consensus meeting will be held in accordance with section 7.4.

7.4 Stage 3 – Quality Consensus

7.4.1 Members of the Quality Assessment Panel meet to agree a quality score and rationale for each Quality Question.

7.4.2 Each of the individual members of the Quality Assessment Panel will present their rationale and scoring. The session will be independently facilitated by a representative of Highways England's procurement team to reach an agreed Consensus score and rationale for each Quality Question.

7.4.3 If the during the Quality Consensus meetings the Quality Assessment Panel

members wish to request clarification before they agree a Consensus score and rationale the Procurement Officer shall issue a request for clarification through the Sourcing Portal. The Quality Assessment Panel members will meet again after the clarification has been received to reach the agreed Consensus score and rationale.

7.4.4 Following the conclusion of the Consensus meeting(s), the Quality Assessment Panel's report containing the quality scores and rationale for each Quality Question is presented to the Quality Moderation Panel in accordance with section 7.5.

7.5 Stage 4 – Quality Moderation

7.5.1 The Quality Moderation Panel provides challenge and assurance to the Quality Assessment Panel to ensure the consensus score and rationale for each Tenderer's response to each of the Quality Questions follows the scoring methodology in Appendix D and that methodology has been consistently applied to all Tenderers.

7.5.2 The Quality Moderation Panel has access to all documents seen by the Quality Assessment Panel.

7.5.3 The Quality Moderation Panel is not permitted to adjust quality scores in any circumstances.

7.5.4 Where the Quality Moderation Panel identifies an inconsistent quality score, a lack of rationale to justify a quality score and/or a potential discrepancy in assessment, the Quality Moderation Panel will require the Quality Assessment Panel to reconvene and review the Quality Moderation Panel's concerns.

7.5.5 The reconvened Quality Assessment Panel will review the relevant quality score taking into account the Quality Moderation Panel concerns. The Quality Assessment Panel can either agree to amend the quality score and/or the rationale or confirm that the original score should remain. These amended or confirmed quality scores then become the Interim Quality Scores and the weighting is applied to each question in accordance with Table 5.

Table 5 – Interim Quality Scores

Question No	Interim Quality Score (/10)	Weighting (%)	Weighted Interim Quality Score
1		10%	
2		10%	
3		10%	

Question No	Interim Quality Score (/10)	Weighting (%)	Weighted Interim Quality Score
4		20%	
5		15%	
6		7.5%	
7		6%	
8		9%	
9		5%	
10		7.5%	
Total		100%	

7.5.6 The Weighted Interim Quality Score for each of the Quality Questions will be determined by the following calculation;

Weighted Interim Quality Score = 10 x Interim Quality Score x Weighting

enabling a total Weighted Interim Quality Score out of 100 to be calculated. A bidder's total Weighted Interim Quality Score will be calculated to two decimal places.

7.5.7 The Minimum Quality Score Thresholds will then be applied in accordance with section 0.

Minimum Quality Score Thresholds

7.5.8 A Tender with a total Weighted Interim Quality Score of less than 60 will be excluded.

7.5.9 A Tender with a Weighted Interim Quality Score of less than 6 for either Quality Questions 2 or 3 (Health, Safety and Wellbeing) will be excluded.

7.5.10 Following the Sustainability Assessment process described in section 7.8 the Minimum Quality Score Threshold test will be reapplied to any Weighted Interim Quality Scores that are adjusted.

7.6 Stage 5 - Total Score

7.6.1 A Tenderer's Commercial Score is multiplied by 30% in accordance with the competition commercial weighting.

- 7.6.2 A Tenderer's total Weighted Interim Quality Score is multiplied by 70% in accordance with the competition quality weighting.
- 7.6.3 The weighted Commercial Score and Quality Score are added together to derive a Total Score for each Tender. The Tenderer's Total Score will be calculated to two decimal places using Table 6 below. A worked example is provided in Appendix H.
- 7.6.4 The Total Score will be used to rank Tenderers. The following rules apply to the ranking process:
- Tenderers will be ranked from highest to lowest based on the Total Score;
 - if Tenderers are tied on the same score then the Tenderer with the highest total Weighted Interim Quality Score, derived using table 6 below, will take precedence;
 - if Tenderers are still tied, then the Tenderer with the highest Interim Weighted Quality score for Quality Question 1 will take precedence.
- 7.6.5 The Tenderer who is ranked first following the application of the rules in paragraph 7.6.1 will be taken forward to Stage 6 - Sustainability.

Table 6 – Total Score calculation

Total Interim Weighted Final Quality Score (i) (/100)	Commercial Score (ii) (/100)	70% Total Weighted Interim Quality Score (iii) (i)*0.7	30% Commercial Score (iv) (ii)*0.3	Total Score (v) (iii)+(iv)

7.7 Abnormally Low Tender

- 7.7.1 If, following the Commercial Assessment, Highways England considers that a tender appears to be abnormally low, it reserves the right to conduct an investigation in accordance with Regulation 69 of the Regulations. Highways England reserves the right to undertake such an investigation at any stage during the tender process.
- 7.7.2 Highways England may exclude a tender where the evidence supplied as part of the abnormally low tender investigation does not satisfactorily account for the low level of price or costs proposed.

7.8 Stage 6 – Sustainability

- 7.8.1 At the Sustainability stage the Tender Panel is formed from representatives of the Quality Assessment Panel and Commercial Assessment Panel.
- 7.8.2 The Sustainability assessment considers the risk of the Tenderer ranked first not

maintaining its quality solution for the duration of the Contract for the amounts submitted in its Commercial Workbook.

7.8.3 The Tender Panel will undertake a Sustainability assessment with respect to each Quality Question, comparing the Tenderer ranked first's response to the Quality Question with that Tenderer's Commercial Workbook.

7.8.4 The Tender Panel will determine an initial Sustainability risk rating for each Quality Question in accordance with Table 7 which follows below:

Table 7 – Sustainability – initial sustainability risk rating

Risk Level	Definition
Low Risk	The Tender Panel considers that the Tenderer's response to the Quality Question can be delivered over the duration of the Contract for the amount submitted in the Commercial Workbook.
High Risk	The Tender Panel considers that a material part of the Tenderer's response to the Quality Question cannot be delivered over the duration of the Contract for the amount submitted in the Commercial Workbook and this is likely to have a significant negative impact on the delivery of the Ambition.

7.8.5 If the initial Sustainability risk assessment is low risk there is no further action required, if the initial Sustainability assessment is high risk a Sustainability meeting will be requested with the Tenderer ranked first.

7.8.6 If the initial Sustainability risk assessment is high risk the key findings of the initial Sustainability risk assessment will be communicated to the Tenderer ranked first in advance of a Sustainability meeting between members of the Tender Panel and that Tenderer.

7.8.7 The Sustainability meeting will allow the Tender Panel to further understand the Tenderer ranked first's proposal(s) in relation to the initial Sustainability risks.

7.8.8 Following the Sustainability meeting the Tender Panel will produce a Sustainability report. This will consider the initial Sustainability risk assessment and the Sustainability meeting findings, to determine a final Sustainability risk rating for each Quality Question. The initial Sustainability risk rating cannot be increased as a result of the Sustainability meeting but may be decreased if the Tenderer ranked first's explanation at the Sustainability meeting lowers the risk(s) identified.

7.8.9 The final Sustainability risk assessment will be used by the Tender Panel to

determine if a Sustainability adjustment to the weighted Interim Quality Score for the relevant Quality Question is to be applied in accordance with Table 8.

Table 8 – Sustainability – Weighted Interim Quality Score reductions

Risk Level	Sustainability Adjustment
Low Risk	No score adjustment to be applied
High Risk	Weighted Interim Quality Score for the Quality Question to be reduced by 20%

7.8.10 If a Sustainability adjustment is applied the Tenderer's Weighted Final Quality Score is reduced as set out in Table 9.

Table 9 – Weighted Final Quality Score Subject to Sustainability Adjustment (if any)

Question No	Interim Quality Score (/10)	Sustainability Adjustment	Adjusted Quality Score (/10)	Question Weighting	Weighted Final Quality Score
1		Insert None or -20%		10%	
2		Insert None or -20%		10%	
3		Insert None or -20%		10%	
4		Insert None or -20%		20%	
5		Insert None or -20%		15%	
6		Insert None or -20%		7.5%	
7		Insert None or -20%		6%	
8		Insert None or -20%		9%	
9		Insert None or -20%		5%	
10		Insert None or -20%		7.5	
Total					

7.8.11 The Minimum Quality Score Threshold test in paragraphs 7.5.8 and 7.5.9 will be reapplied to any Weighted Final Quality Scores that are adjusted following Stage 6

- Sustainability.

7.9 Stage 7 – Selection Questionnaire Assessment

- 7.9.1 The Tenderer ranked first following Stage 6 – Sustainability will be required to submit evidence to support its declarations in the Selection Questionnaire within the time stated. Highways England will check the evidence which supports the answers given to the Selection Questionnaire before award. If the required evidence is not provided within the time stated, or the evidence does not support the statements made in the Selection Questionnaire, the Tender will be rejected.
- 7.9.2 Highways England will assess the responses to Part 3 of the Selection Questionnaire in accordance with the assessment criteria in the Selection Questionnaire Guidance Note in Annex 1 of these Instructions. In the event of the Tender being given a “fail” against any of the criteria, the Tender will be rejected.
- 7.9.3 In the event of the Tender being given a “provisional fail” against the second of the three limbs of the economic and financial standing test section in the Selection Questionnaire Highways England will contact the Tenderer before Tender acceptance to obtain a parent company guarantee (or other security agreed in accordance with these Instructions).
- 7.9.4 If the Tenderer ranked first passes the Selection Questionnaire assessment as set out in paragraph 7.9.2 and (if necessary) complies with any request made under paragraph 7.9.3 then it will be taken forward to Stage 8 – Network Resilience Test.
- 7.9.5 If the Tenderer ranked first fails the Selection Questionnaire assessment as set out in paragraph 7.9.2 or fails to comply with any request made under paragraph 7.9.3, the Tenderer who is ranked second following Stage 6 – Sustainability has its Selection Questionnaire evaluated in accordance with the process in this section 7.9. This process is repeated until the highest ranked remaining Tenderer passes the Selection Questionnaire assessment.

7.10 Stage 8 – Network Resilience Test

- 7.10.1 If, at the date the highest ranked Tenderer in this competition is identified by Highways England, it, or a member of its Consortium or one of its Associated Companies has been already appointed as the Asset Support Contractor or the Maintenance and Response Contractor for:
- a) a total of four (4) or more of those types of contract; or
 - b) a total of 35% of the strategic road network measured as a percentage of lane kilometres, including the DBFO network (see Appendix N);

but in both cases excluding;

- a) any such contracts that will expire less than 12 months from the commencement date of this contract which is 01 November 2021; or
- b) the current Area 3 Asset Support Contract (that the winner of this competition will replace),

then that Tenderer will be ineligible to be awarded this contract.

7.10.2 If the highest ranked Tenderer is excluded due to the operation of paragraph 7.10.1 the Tenderer with the next highest Total Score that passes the Sustainability Questionnaire assessment is then subjected to the same Network Resilience Test and the process will continue until a Tenderer with less than the maximum permitted number of contract awards and which passes the Selection Questionnaire assessment is identified.

7.10.3 The highest ranked Tenderer that passes the Selection Questionnaire assessment and Network Resilience Test is awarded the Contract in accordance with Section 8 - Contract Award.

8 CONTRACT AWARD PROCEDURE

8.1 Right to award

8.1.1 Highways England reserves the right not to proceed to award a Contract under this procurement exercise.

8.2 Standstill period

8.2.1 Highways England will inform successful and unsuccessful Tenderers of its decision about the award of the Contract in standstill letters prepared in accordance with Regulation 86 of the Regulations.

8.2.2 In addition to the feedback provided in the standstill letters, Tenderers may request a debrief to help improve future submissions. Debriefs will not be held until after Contract award.

8.3 Contract Award

8.3.1 The Tenderer identified for Contract award will be issued with the Form of Agreement for execution. No contract will exist until the contract has been executed and completed.

Appendix A Document Register

The following documents are included with these Instructions

Document
A1 - Instructions for Tenderers including:
Instructions for Tenderers
Appendix A (Document Register)
Appendix B (List of Documents to be returned with Tender)
Appendix C (Contract, Policy and Compliance Statement Requirements)
Appendix D (Scoring Matrix)
Appendix E (Quality Questions)
Appendix F (Commercial Workbook)
Appendix G (Commercial scoring worked example)
Appendix H (Quality Assessment Scoring worked example)
Appendix I (Commercially sensitive information template)
Appendix J (Conflict of Interest declaration template)
Appendix K (Tender Commitments Register template)
Appendix L (Anti-Collusion Certificate template)
Appendix M Armed Forces Covenant template
Annex A1 Selection Questionnaire including:
Selection Questionnaire Guidance
A2 - Tendering Instructions Additional Information
Tender Query Form
Supporting Information – Fair Payment Charter
Supporting Information – Anti-bribery Code of Conduct
Supporting Information – Anti-fraud Code of Conduct

A3 - Contract including:
Form of Agreement
Contract Data Part 1 including Z Clauses
Contract Data Part 2
A4 - Network Information
Network Information Issue 8
Additional Information
Additional Tunnel Data (One Drive link provided in Bravo)
Technology Operation and Maintenance Manuals (One Drive link provided in Bravo)
Pre-construction Information Issue 8
TUPE Information (password protected and will be sent via Bravo messaging)
A5 - Contract Scope and Annexes
Scope Issue 8
Specification Issue 8
Scope Annex 01 Defined Terms Issue 8
Scope Annex 02 Vision, Values and Key Objectives Issue 8
Scope Annex 03 Reference Documents Issue 8
Scope Annex 04 Insurance Requirements Issue 8
Scope Annex 06 Information Systems and Security Issue 8
Scope Annex 08 Confidentiality & Clients Personnel Security Issue 8
Scope Annex 09 Instruction and Payment Requirements Issue 8
Scope Annex 10 Cost Capture Data Requirements Issue 8
Annex 10 Cost Capture Template (Appendix B) Rev 0
Scope Annex 11 Community Issue 8

Scope Annex 12 Communications Issue 8
Scope Annex 13 General Health and Safety Issue 8
Scope Annex 14 Premises Management Issue 8
Scope Annex 15 Annual Commercial Plan and Service Plan Issue 8
Scope Annex 16 Quality Management Issue 8
Scope Annex 17 Performance Management Issue 8
Scope Annex 18 Continual Improvement Issue 8
Scope Annex 19 Records Issue 8
Scope Annex 20 Additional Maintenance and Operational Requirements Issue 8
Scope Annex 21 Clients Stocks Issue 8
Scope Annex 22 Clients Vehicles Issue 8
Scope Annex 22 Appendix E Issue 8
Scope Annex 24 Form of Parent Company Guarantee Issue 8
Scope Annex 25a Form of Novation (old Client to new Client) Issue 8
Scope Annex 25b Form of Novation (old Contractor to new Contractor) Issue 8
Scope Annex 26 Customer Service Issue 8
Scope Annex 27 Environmental Management and Sustainability Issue 8
Scope Annex 28 Minor Improvements and Renewals Issue 8
Scope Annex 29 Data Protection Issue 8
Scope Annex 30 Client Requirements Issue 8
A6 – Commercial Workbook
Area 3 M&R Price List Schedule A Issue 8 Revision 0
Area 3 M&R Price List Schedule B Issue 8 Revision 0
Area 3 M&R Price List Schedule C Issue 8 Revision 0

Area 3 M&R Service Plan Template Issue 8 Revision 0
Area 3 M&R Lump Sum Resource Schedule Issue 8 Revision 0
Area 3 M&R Schedule of Rates Resource Schedule Issue 8 Revision 0
A7 Commercial Documents
MOM Schedule B Issue 8 Rev 0
MOM Schedule C Issue 8 Rev 0

Appendix B Check List of Documents to be returned with the Tender:

B.1 Qualification Envelope

Document to be returned
Selection Questionnaire Submission (including all parts and supporting documents)

B.2 Technical Envelope – Section 1

Document
Contract, Policy and Compliance Submission including:
Contract Data Part 2:
Draft Legal Opinion for non-UK registered companies
Policy statements including:
SME statement
Information Assurance
Data Protection statement (GDPR)
Anti-collusion certificate
Fair Payment Charter
Anti-bribery Code of Conduct
Anti-Fraud Code of Conduct
Armed Forces Covenant
Parent Company Guarantee statement
HM Revenue and Customs Construction Industry Scheme registration statement

B.3 Technical Envelope – Section 2

Document
Quality Submission
Tender Commitments Register

B.4 Commercial Envelope

Document
Commercial Workbook (comprising of the 6 documents listed in Appendix F)

Appendix C Contract, Policy and Compliance Statement Requirements

The Tenderer is required to provide a statement of compliance against the requirements below:

C.1 Parent Company Guarantee

C.1.1 The Tenderer must submit from the stated guarantor either:

- a certified copy of a Board minute of the guarantor clearly and unambiguously confirming that it will enter into the parent company guarantee when requested, or
- if the guarantor is:
 - i. Registered in the United Kingdom under the Companies Act 2006, a letter signed by the company secretary and a director (or two directors) of the guarantor clearly and unambiguously confirming that it will enter into the parent company guarantee when requested, or
 - ii. Not registered in the United Kingdom under the Companies Act 2006
 - a letter signed by the equivalent under the law applicable to the guarantor of the company secretary and a director (or two directors) of the guarantor clearly and unambiguously confirming that it will enter into the parent company guarantee when requested; and
 - a legal opinion from a lawyer or law firm acceptable to Highways England which is qualified and registered to practise in the jurisdiction in which the guarantor is incorporated, confirming the validity of the guarantor's commitment under applicable local law; the legal opinion must be addressed to Highways England on a full reliance basis and the liability of the lawyer or law firm giving the opinion must not be subject to any financial limitation unless otherwise agreed by Highways England.

If the Tenderer does not submit the relevant documents specified in paragraphs a) or b) above, the Tender may be excluded.

C.2 Legal Opinion for Tenderers not registered in England and Wales

C.2.1 If the Tenderer, or a consortium member of the Tenderer is not a company incorporated in and subject to the laws of England and Wales (a "Foreign Entity"), then the Tenderer provides a legal opinion from a lawyer or law firm which is;

- Qualified and registered to practise in the jurisdiction in which the Foreign Entity is incorporated and,
- Accepted by Highways England (the Tenderer must discuss this with the Procurement Officer prior to Tender return).
- The legal opinion must be addressed to Highways England on a full reliance

basis and the liability of the lawyer or law firm giving the opinion is not to be subject to any financial limitation unless otherwise agreed by Highways England in writing (the Tenderer must discuss this with the Procurement Officer prior to Tender return).

C.2.2 The legal opinion must include:

- Confirmation that:
 - i. the Foreign Entity is validly existing and in good standing under the laws of the jurisdiction in which it is incorporated;
 - ii. the Foreign Entity has full power to execute, deliver, enter into and perform its obligations under the Agreement;
 - iii. all necessary corporate, shareholder and other action required to authorise the execution and delivery by the Foreign Entity of the Agreement and the performance by it of its obligations under it have been duly taken;
 - iv. the proposed signatories/method of execution (of which details are provided) will constitute valid execution by the Foreign Entity;
 - v. the execution and delivery by the Foreign Entity of the Agreement and the performance of the obligations does not conflict with or violate:
 - the constitutional documents of the Foreign Entity;
 - any provision of the laws of the jurisdiction in which it is incorporated;
 - any order of any judicial or other authority in the jurisdiction in which it is incorporated; or
 - any mortgage, Contract or other undertaking which is binding on the Foreign Entity or its assets; and
 - vi. (assuming that the Agreement is binding under English law), the agreement constitutes legal, valid and binding obligations of the Foreign Entity enforceable in accordance with its terms;
 - vii. Notification of any other formalities to be complied with under local law which may be necessary to enforce the Agreement in the Foreign Entity's place of incorporation, including for example notarisation, legalisation or registration of the Agreement;
 - viii. Notification of whether withholding is required to be made by the Foreign Entity in relation to any monies payable to Highways England under the Agreement;
 - ix. Confirmation that Highways England is not be deemed to be tax

resident or domiciled in the foreign jurisdiction by reason of its entry into the Agreement; and

- x. Confirmation that the Foreign Entity 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 Agreement.

- Highways England reserves the right to exclude a Tenderer if a legal opinion does not provide the confirmations and notifications required by paragraph C.2.2 above

C.3 Statement regarding Small and Medium Sized Enterprises (SMEs)

C.3.1 Highways England is committed to removing barriers to SME participation in its contracts including subcontracting opportunities. Tenderers proposing to subcontract part of this contract should provide assurance that they have considered how SMEs could play a part. This shall include details of the measures put in place to encourage and enable participation as subcontractors. If awarded the contract Tenderers will be asked for regular information about spend with SMEs under the contract and Highways England may publicise good practice on its websites and report such expenditure to other Government Departments.

C.3.2 An SME subcontracting statement is not required if the Tenderer has classified itself as an SME.

C.4 Statement regarding Information Assurance

C.4.1 Every Government Department and their arm's length bodies are required to take suitable precautions to safeguard their information. The requirement by Highway England for Information Assurance provides it with the confidence that the Tenderer's information and communications systems will protect the information issued in connection with this tender procedure

C.4.2 Tenderers shall provide a description of proposals for handling information. Suitability of proposed Information Assurance solutions must be compatible with the Highways England data handling procedures provided in Volume 2, Scope of the Contract.

C.5 Statement regarding The General Data Protection Regulation (GDPR)

C.5.1 Tenderers shall provide a statement, signed by their Chief Information Officer, confirming that the methods and procedures they use to process personal data comply with GDPR obligations incorporated into English law by the Data Protection Act 2018.

C.6 Statement regarding Construction Industry Scheme registration

C.6.1 Tenderers are to provide a statement confirming either:

- that they are registered under the Construction Industry Scheme (CIS) (<https://www.gov.uk/what-is-the-construction-industry-scheme>) together with their CIS number; or
- that, if successful, they will register for the Construction Industry Scheme within 28 days after award of the contract (Highways England appreciates that HMRC may decline to register a non-UK company under the Scheme until it has been awarded work).

C.6.2 Tax rules may cause delays in payment to Tenderers not registered under the Scheme.

Appendix D Quality Questions Scoring Matrix

The Quality submissions for each Quality Question are scored using the assessment standards set out below:

Classification	Score	Description
Unsatisfactory	1	<p>An unsatisfactory score will be applied if:</p> <ul style="list-style-type: none"> a) The response does not answer the question, or fails to address one or more of the requirements; or b) The methodology lacks basic explanatory detail or there is little or no supporting evidence provided; or c) Tender Commitments lack defined outputs or fail to describe how they will contribute to the achievement of the ambition <p>Overall the response provides Highways England with unsatisfactory confidence that the ambition will be achieved</p>
Weak	3	<p>A weak score will be applied if:</p> <ul style="list-style-type: none"> a) The response answers the question and addresses all the requirements; and b) The response is supported by methodology linked to the ambition, which includes defined procedures, resources and systems, which is supported by evidence; and c) The Tender Commitments contain outputs based on the methodologies <p>and</p> <ul style="list-style-type: none"> • The methodology does not directly support the delivery of the ambition, or • The methodology and evidence are lacking in relevant detail, or • The Tender Commitments are either not time based or do not describe how they will support the achievement of the ambition <p>Overall the response provides Highways England with weak confidence that the ambition will be achieved.</p>

Classification	Score	Description
Good	6	<p>A good score will be applied if:</p> <ul style="list-style-type: none"> a) The response answers the question and addresses all the requirements; and b) The response is supported by methodology directly supporting the delivery of the ambition, which includes defined procedures, resources and systems, and is supported by evidence. The methodology and evidence may be lacking in detail but in minor areas only; and c) The Tender Commitments collectively support the delivery of the ambition, and capture the methodology, with defined time-based outputs <p>Overall, the response provides Highways England with good confidence that the ambition will be achieved.</p>
Very Good	9	<p>A very good score will be applied if:</p> <ul style="list-style-type: none"> a) The response meets the standard for good; and b) Both methodology and evidence are fully detailed; and c) The evidence demonstrates a very good likelihood of successful implementation; and d) The Tender Commitments contain outputs planned at times to optimise delivery of the ambition. <p>Overall the response provides Highways England with very good confidence that the ambition will be achieved.</p>
Excellent	10	<p>An excellent score will be applied if the response:</p> <ul style="list-style-type: none"> a) meets the standard for very good; and <p>Demonstrates it will contribute to continuous improvement Overall the response provides Highways England with excellent confidence that the ambition will be achieved.</p>

Appendix E Quality Questions

The Quality Questions Tenderers must respond to are set out below:

Criterion	Question Number	Ambition	Question	Requirements
Organisation and Resources	1	Achieving efficient delivery	Please provide details of the overall management and resourcing of the contract to fulfil the Contract requirements.	<p>Your response must include but is not limited to:</p> <ol style="list-style-type: none"> 1. An organisation chart (not included in the page limit) showing all resources to deliver the Contract, identifying where each resource will be located, and details of whether each resource will be directly employed by the Contractor or procured by other means (subcontract, agency etc.) 2. Provide role profiles (not included in page limit) for the key persons named in Contract Data Part 2, to demonstrate their suitability for the proposed role and details of how you will retain and replace key persons with equivalents in the event that they were to be redeployed. You should not include persons names or CV's within this response. 3. Describe the process/arrangements that will be used by the Contractor to procure all resources.
Health & Safety– Network and process	2	Improving safety for all	How will you identify and fully reduce Health and Safety risks associated with delivery and support Highways England's Safety imperative?	<p>Your response must include but is not limited to:</p> <ol style="list-style-type: none"> 1. Your organisational approach to Health & Safety and Wellbeing. 2. Arrangements for risk mitigation and management from identification to project completion. Including innovative approaches to identify/mitigate risks 3. How you will ensure duties under CDM Regulations 2015 are fully discharged 4. How you promote collaboration in order to recognise health and safety best practice and innovation? 5. What Health & Safety mechanisms and systems you have in place including incident reporting.

Criterion	Question Number	Ambition	Question	Requirements
				<p>6. How you achieve continual improvement, including initiatives to increase H&S performance and learning from incidents and sharing outputs.</p> <p>7. How you manage work related road risks and ensure road user safety</p>
Health & Safety– Resources	3	Improving safety for all	How will you ensure the competency of resources to deliver services safely?	<p>Your response must include but is not limited to:</p> <ol style="list-style-type: none"> 1. How you identify, manage and deliver a full range of Health, Safety and Wellbeing activities 2. How you promote a ‘right first time’ culture? 3. How you ensure that staff are competent for their role. 4. Your approach to H&S throughout the supply chain or other third parties 5. How the leadership elements within Behavioural Safety will be demonstrated and embedded across your organisation.
Delivery– Maintenance	4	<p>A well-maintained and resilient network</p> <p>and</p> <p>Providing fast and reliable journeys</p>	Describe your collaborative approach to delivering both cyclical and non-cyclical maintenance in a safe and effective way?	<p>Your response must include but is not limited to:</p> <ol style="list-style-type: none"> 1. Enhancing the customer experience 2. Working in collaboration with a range of stakeholders efficiently 3. Supporting the client to demonstrate a defence under Section 58 of the Highways Act 1980 4. How you support Highways England to meet incident clearance and lane availability targets 5. How you ensure the timely installation of emergency temporary traffic

Criterion	Question Number	Ambition	Question	Requirements
				<p>management</p> <p>6. How you act as on scene command for incidents</p> <p>7. How you ensure that occurrences of flooding are minimised and appropriate response mobilised when occurrences arise</p>
Delivery- Severe Weather	5	Providing fast and reliable journeys	Describe your approach to delivering the Severe Weather Plan in an efficient and effective manner in both routine operations and within an incident response situation.	<p>Your response must include but is not limited to:</p> <p>1. How your approach mitigates the impact of severe weather on the network</p> <p>2. How you will minimise disruption to the Customer</p>
Delivery- Quality	6	Achieving Efficient Delivery	Describe how you implement your quality management processes on a day to day basis throughout the contract.	<p>Your response must include but is not limited to:</p> <p>1. How do you ensure continuous improvement is embedded.</p> <p>2. How best practice is cascaded throughout your supply chain and community?</p> <p>3. How you will ensure processes are kept under regular review and updated accordingly</p>

Criterion	Question Number	Ambition	Question	Requirements
Delivery – Commercial	7	Achieving efficient delivery	Describe how you will deliver the commercial management aspects of the contract, including (but not limited to):	<p>Your response must include but is not limited to:</p> <ol style="list-style-type: none"> 1. Details of your commercial governance and how this aligns with the requirements of this Contract. 2. How you will shape your resource to effectively deliver the commercial aspects of the Service. 3. How your organisation will adapt to deliver a varying Required Level of Service to meet budget fluctuations including details of your defined cost capture system to be used. 4. How you will prevent duplication of cost and how any disallowed costs will be identified and managed. 5. How you will ensure information shared is accurate and delivered in a timely way.
Customer	8	Meeting the needs of all users	Describe how you will ensure continuous and systematic customer service improvements over the life of the contract	<p>Your response must include but is not limited to:</p> <ol style="list-style-type: none"> 1. Annex 26 requirements 2. Maximising network occupancy including shared opportunities with others. 3. How will you have effective communication with Highways England and other stakeholders

Criterion	Question Number	Ambition	Question	Requirements
Delivery–Innovation	9	Providing fast and reliable journeys	Please describe your approach to delivering innovation and additional value?	<p>Your response must include but is not limited to:</p> <ol style="list-style-type: none"> 1. How you encourage innovation and added value 2. The processes you will use to determine suitability for use in this contract 3. Promoting collaborative behaviour and sharing best practice with the Asset Delivery community and others 4. Adopting innovation from others e.g. Raising the bar.
Delivery–Sustainability	10	Delivering better environmental outcomes	Please provide details on your approach over the term of the contract that will ensure that you support the region to deliver the service sustainably for	<p>Your response must include but is not limited to:</p> <ol style="list-style-type: none"> 1. Promoting equality, diversity and inclusion 2. Provide local employment and apprenticeship opportunities 3. Engage with the community and local organisations 4. Deliver the contract requirements whilst taking account of the environmental and sustainability impact

Appendix F Commercial Workbook

Commercial Workbook Instructions	
1	Tenderers are required to submit in the Commercial Envelope on the Sourcing Portal a completed Commercial Workbook found in this Appendix, and must comply with all the instructions
2	Tenderers are to complete the Commercial Workbook in accordance with the information and guidance notes provided within the Commercial Workbook.
3	Tenderers must price all items (rates, fees, percentages, adjustments and prices) in the Commercial Workbook.
4	Tenderers must price all items separately and to two decimal places.
5	<p>Tenderers are not permitted to.</p> <ul style="list-style-type: none"> • price any item, rate, fee, percentage or adjustment within another item, • cross subsidise any item, rate, fee, percentage or adjustment within any other item, rate, fee, percentage or adjustment, • make any assumptions regarding the use or relevance of any item, rate, fee, percentage, adjustment or quantity or • duplicate any price.
6	Tenderers who price on any other basis and/or make any such assumptions may have their Tender excluded.
7	In the event that a Tenderer prices an item as zero, the Tenderer must provide an explanation in the Commercial Workbook as to why the item, rate, fee, percentage or adjustment is zero.
8	In the event that a tenderer prices an item, rate, fee, percentage or adjustment as zero, the tenderer is confirming that both the tenderer's forecast Defined Cost-plus Fee and Defined Cost-plus Fee actually incurred and charged to the Employer will be treated as zero.
9	<p>In the event that a tenderer includes a credit for any item, rate, fee or percentage, the tenderer must provide Highways England with a schedule showing:</p> <ul style="list-style-type: none"> • a detailed explanation of how and why there is a credit in relation to each item, rate, fee or percentage where a credit is said to exist, and • details of how each credit identified is consistent with the terms of the contract. This information must be included in the tenderer's in Submission 4. A credit must be shown against the price of an item or activity to which the credit relates.

10	Tenderers are to note that these Instructions for tenderers and the contract, do not provide for working capital or any other loans to tenderers as part of this procurement process and Highways England can confirm that loans will not be provided by Highways England in any circumstances.
11	<p>Lump Sum and Schedule of Rates Resource Schedules</p> <ul style="list-style-type: none"> • Tenderers are to provide a detailed schedule of the resources for all lump sum and schedule of rates which must follow the requirements of the templates. All submissions are required to include the same level of detail as in the templates and all items are to be priced to two decimal places. • For both Direct and Subcontract works, the resources are to be itemised for People, Equipment, Plant and Materials, Charges and Credit (where applicable) for all work, in sufficient detail to enable the resource implications, the methodology, the outputs and assumptions to be fully understood. Where resources are shared between activities or are utilised on a part time basis, full time equivalents must be clearly shown. Tenderers must provide details of the basis of the build-up, including the number of hours used to calculate full time equivalents. A tenderer that does not follow the layout in the templates or provide outputs from the Estimating software used for pricing, may be rejected. • Entries for people are to identify the posts and roles, and not the names of individuals. <p>Only the information requested in the template will be considered</p>
12	<p>Service Plan</p> <p>For the purpose of assessment, the tenderer shall outline the first-year forecast of work and must be provided in accordance with the requirements in the Scope.</p>
13	<p>List of Documents comprising the Commercial Workbook the tenderers must complete is as follows:</p> <ul style="list-style-type: none"> • Model MR Price List Schedule A Issue 8 Revision A • Model MR Price List Schedule B Issue 8 Revision A • Model MR Price List Schedule C Issue 8 Revision A • Model MR Service Plan Template Issue 8 Revision A • Model M&R Lump Sum Resource Schedule Issue 8 Revision A <p>Model M&R Schedule of Rates Resource Schedule Issue 8 Revision A</p>

Appendix G Commercial Scoring Example

Tenderers are to note that all examples in this Appendix are for indicative purposes only.

- a) The Tenderer with the lowest Price is awarded a Commercial Score of 100.
- b) The Commercial Scores of other Tenderers are calculated by deducting from 100 the percentage variance by which their Price is above the lowest Price.
- c) There will be no negative scoring, so the minimum possible Commercial Score is zero, therefore if the tenderer's price is $\geq 2 \times$ the lowest price, the tenderer's price = zero.

Example Prices

Tenderer A £177,321,954.30

Tenderer B £182,683,492.69

Tenderer C £187,961,271.89

Tenderer D £372,376,104.03

Tenderer A's Price is the lowest Price and therefore scores 100.

Tenderer B

Tenderer B's Price is £182,683,492.69.

The difference between Tenderer A and Tenderer B's price is: £182,683,492.69 - £177,321,954.30 = £5,361,538.39

The percentage variance by which Tenderer B's Price is above the lowest Price is:
 $(£5,361,538.39 / £177,321,954.30) \times 100 = 3.02$

Tenderer B's Commercial Score is: $100 - 3.02 = 96.98$

Tenderer C

Tenderer C's Price is £187,961,271.

The difference between Tenderer A and Tenderer C's price is:

£187,961,271.89 - £177,321,954.30 = £10,639,317.59

The percentage variance by which Tenderer C's Price is above
 $(£10,639,317.59 / £177,321,954.30) \times 100 = 6.00$

Tenderer C's Commercial Score is: $100 - 6.00 = 94.00$

Tenderer D

Tenderer D's Price is £372,376,104.03

The difference between Tenderer A and Tenderer C's price is:

$$£372,376,104.03 - £177,321,954.30 = £195,054,149.73$$

Tenderer D's price is greater than 2 x the lowest price of Tenderer A and therefore scores zero.

Lowest Price		£177,321,954.30		
Tenderer	Price	Price Rank	Variance from Lowest	Score
A	£177,321,954.30	1	0.00%	100.00
B	£182,683,482.69	2	3.02%	96.98
C	£187,961,271.89	3	6.00%	94.00
D	£372,376,104.03	4	110%	0

Appendix H Quality and Total Score Example

. Tenderers are to note that all examples in this Appendix are for indicative purposes only.

Tenderer B

Question No	Interim Quality Score (/10)	Weighting (%)	Weighted Interim Quality Score (/100)
1	9	10%	9
2	9	10%	9
3	6	10%	6
4	9	20%	18
5	6	15%	9
6	9	7.5%	6.75
7	6	6%	3.6
8	9	9%	8.1
9	9	5%	4.5
10	6	7.5%	4.5
Total		100%	78.45

Total Score calculation

Tenderer	Total Weighted Final Quality Score (i) (/100)	Commercial Score (ii) (/100)	70% Total Weighted Final Quality Score (iii) (i)*0.7	30% Commercial Score (iv) (ii)*0.3	Total Score (v) (/100) (iii)+(iv)
A	73.20	100.00	51.24	30	81.24
B	78.45	96.98	54.92	29.09	84.01
C	71.50	94.00	50.05	28.20	78.25

D	69.00	0.00	48.30	0	48.30
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Tenderer	Total Score (/100)	Rank
A	81.24	2
B	84.01	1
C	78.25	3
D	48.20	4

The highest ranking tenderer is Tenderer B and they have been selected for Sustainability Stage 6. There has been no sustainability reduction in this case.

Total Score calculation (after sustainability assessment)

Tenderer	Total Weighted Final Quality Score (i) (/100)	Commercial Score (ii) (/100)	70% Total Weighted Final Quality Score (iii) (i)*0.7	30% Commercial Score (iv) (ii)*0.3	Total Score (v) (/100) (iii)+(iv)
A	73.20	100	51.24	30.00	81.24
B	78.45	96.98	54.92	29.09	84.01
C	71.50	94.01	50.05	28.20	78.25
D	69.00	0	48.30	0	48.30

Final ranking after conclusion of sustainability assessment

Tenderer	Total Score (/100)	Rank
B	84.01	1
A	81.24	2
C	78.25	3

Appendix J Conflict of Interest

Procurement of Maintenance and Response (M&R) Contract for Area 3

Conflict of Interest Declaration

(See section 4.6 of the Instructions for Tenderers)

Please explain why you consider that a conflict of interest, or potential conflict of interest has arisen between your organisation, its advisers, Highways England or Highways England's advisers or any combination thereof as a result of your participation in this procurement competition.

Please also explain the measures taken and/or to be put in place to prevent and/or remedy any such conflict or potential conflict of interest.

<i>Actual or Potential Conflict of Interest Situation</i>	<i>Measures taken and/or to be put in place to prevent and/or remedy that actual or potential conflict of interest.</i>

Appendix K Tender Commitments Register

Tender Commitments Register

Tenderers should specifically identify all Tender Commitments made as part of their submission

Ref.	Title	Description	Tender Quality Question
TC 1	<i>Tender Commitment title</i>	<i>Tender Commitment description</i>	<i>Cross reference to Quality Question where the Tender Commitment is described.</i>

Appendix L Anti-Collusion Certificate

HIGHWAYS ENGLAND ANTI COLLUSION CERTIFICATE

- i. We certify that this tender is made in good faith and that we have not fixed or adjusted the prices contained in it by agreement with any other person.
- ii. We further certify that we have not and will not: before the award of any contract, communicate to any person other than Highways England or a person duly authorised on his behalf any pricing information contained in our tender or proposed tender, except where the disclosure (in confidence) of pricing information is necessary to obtain insurance premium quotations required for the preparation of our tender.
- iii. We further certify that we have not and will not enter into any agreement or arrangement with any person (outside this consortium), that they shall refrain from tendering, that they shall withdraw any tender once offered or vary the amount of any tender to be submitted.
- iv. We further certify that we have not and will not: pay or give (or offer or agree to pay or give) any sum of money or other valuable consideration directly or indirectly to any person for doing or causing to be done, in relation to any tender or proposed tender, any act of the sort described in statements ii and iii above.
- v. We also certify that the principles described in statements ii, iii & iv above have been, or will be, brought to the attention of all sub-contractors and suppliers providing services or materials in connection with our tender and any contract which we enter into with such sub-contractors and suppliers will be made on the basis of compliance with the above principles by all parties.
- vi. We confirm that the words and expressions used in this offer have the meanings assigned to them in the tender documents and any supplementary documents issued with this invitation to tender. The word “person” includes any body or association, corporate or un-incorporate; and “any agreement” includes any formal or informal arrangement, whether legally binding or not.
- vii. By submitting a compliance statement as requested within Table 3 of the Instructions for Tenderers, we certify that the statements above are accurate in regards to our conduct and we will fulfil any obligations required by these statements.

Appendix M Armed Forces Covenant

The Armed Forces Covenant

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.

The Covenant's 2 principles are that:

- the armed forces community should not face disadvantages when compared to other citizens in the provision of public and commercial services;
- special consideration is appropriate in some cases, especially for those who have given most such as the injured and the bereaved.

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.

Guidance on the various ways you can demonstrate your support through the Corporate Covenant is at The Corporate Covenant.

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 address below, 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.

Email address: covenant-mailbox@mod.uk

Address:

Armed Forces Covenant Team

Zone D, 6th Floor, Ministry of Defence,

Main Building, Whitehall, London, SW1A 2HB

The above are not a condition of working with Highways England now or in the future, nor will this issue form any part of the tender evaluation, contract award procedure or any resulting contract. However, Highways England very much hopes you will want to provide your support.

By submitting a compliance statement as requested within Table 3 of the Instructions for Tenderers, we acknowledge Highways England's aspiration in this matter.

Appendix N – Lane kilometres for ASC, M&R and DBFO contracts

The table below will be used for Network Resilient Test described in paragraph 7.10.1 b):

ASC/M&R contract	Lane KM
SW	3,799
3	2,908
4	2,071
East	4,268
7	3,550
9	3,762
10	3,371
12	2,724
13	1,753
14	1,325
M25 DBFO	2,928
All other DBFOs (excluding M25)	3,711
TOTAL	36,152

Annex 1 to the IfT - Selection Questionnaire Guidance Note

The above document has the following file name and is found within the Bravo file
Area 3 M&R IfT Annex 1(Selection_Questionnaire_Guidance_Note)_Final