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INVITATION TO PARTICIPATE

in a

COMPETITIVE PROCEDURE with NEGOTIATION

for the provision of

**HIGHWAYS & TRANSPORT MAINTENANCE & CONSTRUCTION CONTRACT**

**for**

Wokingham Borough Council

Date of Issue: 12th January 2018

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## Interpretation

The definitions in this section apply in this Invitation to Participate (ITP):

Agreement**:** means an agreement to be entered into on behalf of the Council and by one tenderer for the provision of all of the Services/Works.

**Authority / Council / We / WBC:** means Wokingham Borough Council.

Evaluation Criteria**:** means the evaluation criteria set out in Section 9.

Qualified Bidders**:** means the suppliers qualified to complete the Tender stage (Stage 2) of this Invitation to Participate

**Tenderer / Bidder / You / Your Organisation:** means the business or company that is completing this Invitation to Participate.

Services**:** means the services to be delivered to the Council in accordance with this procurement.

**Works:** means the works to be delivered to the Council and any associated services required to deliver those works, in accordance with this procurement.

## Introduction

Potential suppliers are invited to express their interest in participating in this competition for the Highways & Transport Maintenance and Construction Contract (MCC) for Wokingham Borough Council by submitting all the required information for qualitative selection – stage 1 of the evaluation. All valid submissions will be evaluated as described and those suppliers achieving the 3 – 5 highest overall scores will be invited to tender – stage 2 of the evaluation.

Wokingham Borough Council, the Employer, is a unitary authority situated in the heart of the Royal County of Berkshire, having the powers of a non-metropolitan County and District Council combined. Located approximately 30 miles west of London, Wokingham has been voted second best place in England to live (per national survey) and is made up of 3 towns and 14 parishes, each with their own distinctive character. The vibrant market town of Wokingham, the picturesque riverside villages of Sonning and Wargrave and the rural communities of Finchampstead and Remenham contrast with the modern developments of Lower Earley and Woodley. In all, the Council serves approximately 166,000 residents in 65,000 households.

A formal contract will be entered into directly between Wokingham Borough Council and the selected supplier. This contract will include provision for the selected supplier to deliver similar services/works to the other Local Authorities across Berkshire and the Towns and Parishes of Wokingham on a case-by-case basis, together the “Third Parties”.

The Public Contracts Regulations 2015 requires that the contract value stated in any notice reflects the Total Ascertainable Value of the contract; that is, the estimated maximum value of the contract including all possible options and extensions as described in the procurement and contract documentation. This contract includes the possibility for additional services in the future and, as stated above, allows Third Parties to utilize the contract for similar services and works, with agreement from WBC.

Three of our neighboring authorities (“Named Authorities”) have expressed a definite interest in accessing services and works through this contact and have committed to the signing of an SLA with the Council to formalize the process. They are:

* Slough Borough Council
* Reading Borough Council
* West Berkshire Council

The table below outlines the expected value range **per annum**, in £millions, for each element of the new contract, wherever we have reasonably good, indicative data: -

|  |  |  |
| --- | --- | --- |
| Element | WBC Core Spend .£M | Third Party forecast .£M |
| term & reactive maintenance | 4 - 6 | 0.7 - 5.2 |
| major schemes & projects | 2 - 10 | 1 - 10 |
| street cleansing services  (Option from April 2020) | 0.8 – 1.0 | included in the figures above |

No figures are available for the expected value of spend by the Town and Parish Councils of Wokingham.

Whilst the minimum level of WBC core spend has a high degree of certainty, no specific values can be guaranteed and there is no obligation for Third Parties to place any volume of work through this contract.

## Description of Services Required

Wokingham Borough Council are inviting tenders for the provision of the WBC Highways and Transport Maintenance and Construction Contract. In outline, the services and works to be provided by the MCC contractor are:

* Highway reactive maintenance works, safety inspections, complaints & claims management
* Routine highway maintenance including limited associated grass cutting & cleansing
* Street lighting routine and reactive maintenance & schemes
* Structural Maintenance works
* Drainage reactive, planned, jetting and gullies
* Winter Maintenance services
* Emergency response services
* Minor and Traffic Management schemes
* Sub-OJEU major infrastructure schemes including design and build options
* From April 2020, the option to include Street Cleansing Services

## Purpose and Scope of this ITP

This ITP:

* asks Bidders to submit their initial responses in accordance with the instructions set out in the remainder of this ITP;
* sets out the overall timetable and process for the procurement;
* provides Bidders with sufficient information to enable them to provide a compliant response to this ITP;
* sets out the criteria that will be used to evaluate the responses at all stages of the process; and
* explains the administrative arrangements for the receipt of responses.

## Contract Term and Commencement

**5.1** Any contract issued as a result of this ITP will be held with Wokingham Borough Council and run for an **initial term of** **7** year/s, subject to satisfactory performance. The contract is expected to commence on **1st April 2019**.

**5.2** The term of the Contract may be extended for **1** **period/s of up to 3 years**; subject to satisfactory performance, funding availability and mutual agreement between the parties.

## Questions and Clarifications

1. Any questions and clarifications relating to this ITP must be submitted by email to the Tender Co-ordinator.
2. Public Contracts Regulations 2015 state that any additional information required by tenderers must be provided at least 6 days before the closing date for receipt of tenders. Please see the Indicative Timetable in Section 11 below, for the relevant deadlines at each stage of the process.
3. The Council will respond in writing to requests for clarification and will endeavour to answer questions as they are received during the procurement. The Council’s responses (including a description of the enquiry but without identifying the source) will be posted on the Contracts Finder website throughout the process.  
   Final response/s will be made (in accordance with 6.2) as shown in the Indicative Timetable in Section 11 below, at each stage of the process.

## Submission of Responses

1. The **closing date** for receipt of **initial responses** is **17:00** on **14th February 2017.**It is the responsibility of the applicant to ensure that the initial response is received by the Council before the deadline, as **responses received after this time may be rejected**. The Council may, at its absolute discretion, extend the closing dates and time specified without request. Any extension granted will apply to all tenderers.
2. This ITP pack must be completed electronically and **one electronic copy** of the entire pack returned to WBC on DVD / USB stick. However, WBC cannot currently accept electronic submissions alone. **One hard copy** of each of the **documents listed in** **Section 8.9 must also be returned** within the deadlines stated.  
   Electronic files must be in Microsoft Word or Excel; pdf format is not acceptable.
3. Where Annexes ask for a signature and date, these must be completed in writing.
4. Responses must be returned in a plain sealed envelope, which should not bear any name or mark indicating the sender (including any mark from a franking machine).

|  |
| --- |
| Responses must be addressed using the following form:    The form should be printed **in colour**, at A5 or A4 size, and securely attached to the return packaging. If you utilise a courier, you must ensure that the courier does not cover this form with their own delivery information. Your response may be rejected if the control information contained on this form is not visible. |

1. Tenderers must ensure that the packaging in which they submit their response is robust enough to ensure the package is not torn as a result of handling/postage. Any responses that arrive with Democratic Services torn or open may be disqualified.
2. Please do not submit tender bids in any way other than in line with the instructions above. Submissions at all stages are opened according to formal Council procedures. Failure to follow the instructions above is likely to mean that the submission has to be discounted.
3. Contact details for the Tender Co-ordinator are as follows:

|  |  |
| --- | --- |
| **Name of Tender Co-ordinator** | Mr Alex Deans |
| **Email Address** | [HighwaysProcurement@wokingham.gov.uk](mailto:HighwaysProcurement@wokingham.gov.uk) |
| **Postal Address** | Civic Offices  Shute End  Wokingham  RG40 1BN |
| **Contact number** | 0118 974 6000 |

## Tender Requirements

1. The Council’s requirements are specified in Schedule 2.
2. A full explanation of the Council’s Evaluation Criteria is set out in Section 9 below
3. Tenders should be valid for acceptance for a period of at least **180 days** following the closing date.
4. The Council is using the Competitive Procedure with Negotiation for this tender.  
   The Council expects that Stage 1 responses will be evaluated and 3 – 5 candidates will then be invited to submit full tenders at Stage 2 (Qualified Bidders); a single round of “negotiation” will subsequently occur, in order to refine the specification, and a final tender response will be invited from the Qualified Bidders.  
   The Council reserves the right to accept or reject any response, and to annul the ITP process and reject all the responses at any time, without thereby incurring any liability to the Bidders.  
   The Council reserves the right to make a contract award immediately following the submission of full tenders at the start of Stage 2 if it feels, at its absolute discretion, that this approach is the most advantageous to the Council.  
   The Council reserves the right to run further rounds of “negotiation”, beyond the single round that is envisaged, if it feels, at its absolute discretion, that this is necessary to achieve a contract that will properly meet its future needs. Such further rounds may include a further reduction in the number of tenderers, in accordance with Regulation 29(19) of the Public Contracts Regulations 2015.  
   The Council will accept the tender, or tenders, most economically advantageous to the Council, which will not necessarily be the lowest priced tender.
5. Tenderers must answer all questions as accurately and concisely as possible. Where a question is not relevant to the tenderer’s organisation, this should be indicated, with an explanation as to why.
6. No separate attachments will be accepted unless the documentation specifically states that such separate document can be attached for the particular purpose stated.
7. The format of the response boxes/tables must not be changed and a minimum of font size 10 must be used when typing a response.
8. Where a word count is stipulated for a narrative response, this is the maximum word count limit allowed and must be adhered to. The word count limits are designed to allow suppliers to provide relevant details in a concise manner.  
   Any wording over the limit or the use of embedded documents, or references to external links, or appendices to questions, or cross-references to other questions, (except where explicitly allowed for in the question) will not be evaluated.  
   For this purpose “word” shall be given its normal meaning, i.e. as a single unit of language. Please note each word should be separated by spaces and a string of words conjoined by slashes or any other punctuation mark or similar character will not be counted as a single word (notwithstanding any automated word count facility) but will be counted as separate words.
9. Tenderers MUST include the following in their Stage 1 submission, in **hard copy**:

|  |  |
| --- | --- |
| Annex A | Primary Point of Contact |
| Annex B | METHOD STATEMENTS FOR STAGE 1 RESPONSE  (Method statements And ALL associated DOCUMENTS) |
| Annex C | non-collusive tendering certificate, signed |
| annex D | non-canvassing certificate, signed |
| annex E | bona-fide tender certificate, signed |
| annex F | freedom of information & transparency, signed |
| ANNEX H | tupe, signed |
| ANNEX I | Confidentiality certificate, signed |
| SCHEDULE 1 | Standard SQ documenT  **NOTE:** you may submit An espd, as an electronic file, instead of part 1 & part 2 of this document, if you prefer. |

**NOTE:** Whilst the above documents must be returned as part of this Stage 1 response; by virtue of making that return, Tenderer’s confirm that the commitments contained therein apply to all Stages of this procurement process and undertake to notify the Tender Coordinator as soon as possible should any statement become invalid.

ANNEX G - FORM OF TENDER is provided for information only at this stage. A signed, hard copy of this annex will be required at the start of Stage 2.

1. All Stage 1 responses received by the deadline will be checked for compliance with the submission requirements set out in this ITP. If a response is not considered compliant, the Council will not be obliged to carry out any further evaluation and the Tenderer may be eliminated from the procurement.
2. The Council may seek clarification on any aspect of any response, at any time throughout the entire tender process, as it deems necessary.
3. At Stage 2, Qualified Bidders are required to submit further written responses and to include a Price in respect of each aspect of the Service, as shown in the Price List. Only Prices submitted on the Price List will be regarded as part of the bid.  
   All Prices shall be stated in pounds sterling and exclusive of VAT.  
   Any subsequent tender submissions, following rounds of negotiation, may require modified and/or additional written responses and pricing.
4. All responses must be completed in English language or a full English translation provided at no cost to the Council.
5. Where documents require a signature, this must be signed: -
   * + Where the Tenderer is an individual, by that individual.
     + Where the Tenderer is a partnership, by two duly authorised partners.
     + Where the Tenderer is a company, by two directors or by a director being duly authorised for that purpose; and

the status of the signatories within the organisation indicated.

1. No unauthorised alterations shall be made to the Form of Tender or to any other document.  If any such alteration is made or if the instructions are not complied with, the response may be rejected.  Furthermore, the Council, whose decision in the matter shall be final, may reject any Tenderer not complying with these instructions in any particular way.

## Evaluation of Tenders

1. The responses to the tender pack submitted by the deadlines will be assessed in accordance with the requirements of the Public Contracts Regulations 2015. The Council will treat all responses in accordance with the principles of transparency, equality of treatment and non-discrimination.
2. Since this procurement is a Competitive Procedure with Negotiation, it consists of two stages: -  
     
   Stage 1 – Request to Participate.  
   All bidders are required to indicate their interest in the opportunity by completing and returning ALL the documents listed in section 8.9, in accordance with the requirements of this ITP.  
   If bidders prefer, and in accordance with the Regulations, an ‘xml-request’ file is provided with the electronic document pack on the Contracts Finder website for those wishing to use the ESPD in place of Part 1 and Part 2 of the standard SQ.  
     
   Stage 2 – Tenders  
   Those Qualified Bidders, selected by the Council from Stage 1, will be invited to submit initial tenders. The Council then expects to conduct one short round of negotiation, in order to fine-tune the specification, following which the Qualified Bidders will be invited to submit final tenders. The selection of the Preferred Bidder will be made, in accordance with the criteria outlined below, from the evaluation of this final tender.
3. **Evaluation scoring**

At each stage Tenderers are required to complete written statements to provide detailed information demonstrating how specific elements of the service/s and/or works, as defined in the Service Information and Contract, will be delivered.

The Tenderer’s response to each individual question will be scored (out of 10) using the following scoring matrix. The score achieved (divided by 10) will be multiplied by the weighting for the individual question (as indicated in the question) and the result will contribute, in proportion, to the overall weighted score.

|  |  |
| --- | --- |
| **Score** | **Rating of Response** |
| 0 | No response provided and/or substantial omissions which make the response fundamentally unacceptable and gives the Council cause for major concern. |
| 1 | Very poor standard of response; fails to meet nearly all requirements, Insufficient information provided or response generally not supported by evidence. Gives the Council cause for a very high level of concern. |
| 2 | Poor response; fails to meet the majority of requirements, insufficient information provided and/or response is generally not supported by evidence. Gives the Council cause for a high level of concern. |
| 3 | Inadequate response; fails to meet some requirements and is generally unsatisfactory and/or has omissions and/or is not supported by evidence. Gives the Council cause for serious concern. |
| 4 | Basic response; borderline in meeting requirements and has some satisfactory elements but is generally unsatisfactory and/or has several omissions. Gives the Council cause for concern in several areas. |
| 5 | Adequate response; generally meets requirements and is supported by a reasonable level of evidence but has a number of omissions which give the Council cause for some concerns in few areas. |
| 6 | Competent standard of response; meets requirements and is supported by a satisfactory level of evidence although there are a few issues which give the Council cause for some minor concerns. |
| 7 | Good standard of response; meets requirements and is supported by evidence although there are a few very minor omissions and/or very minor issues which gives the Council cause for some very minor concerns. |
| 8 | Very Good standard of response; meets requirements and is supported by comprehensive evidence which gives the Council a very good level of confidence. |
| 9 | Excellent standard of response; exceeds the requirements in a number of areas and is supported by strong evidence which gives the Council a high level of confidence. |
| 10 | Exceptional standard of response; exceeds requirements in most areas and is supported by very strong evidence which gives the Council a very high level of confidence. |

1. **Stage 1 Evaluation**

Stage 1 evaluation will consist of two phases: -

* 1. Procurement officers will review the responses submitted to Part 1 and Part 2 and those compulsory elements of Part 3, as listed in the Standard SQ document.

All successful tenderers will be passed on to phase (ii).

* 1. All tenderers who pass phase (i) will then have their responses to the Annex B evaluation questions assessed by a panel made up of staff members from the Council with relevant experience and expertise. Questions will be scored in accordance with section 9.3 and the sum of all those scores will determine the tenderers overall ranking at stage 1.

1. **Stage 2 Evaluation**

Any Contract awarded as a result of this procurement will be awarded at the end of Stage 2 on the basis of the most economically advantageous tender to the Council as set out below:

|  |  |
| --- | --- |
| **Element of the Evaluation** | **Percentage Weighting** |
| A. Quality Element/s | 60 |
| B. Price Element/s | 40 |
| **TOTAL** | 100% |

1. Quality Elements

Evaluation of the quality of each round of Stage 2 tenders will consist of two phases: -

1. Mandatory Requirements: responses to the compulsory questions (associated with ICT services) will be evaluated first.
2. Evaluation Requirements: Any tenderer who achieves a Yes/Pass for each of the Mandatory Requirements will then be assessed by evaluation of the submitted method statements, scored in accordance with Section 9.3

A draft version of the questions for the initial tender response (Stage 2) are included – for information only at this point - in Schedule 7. The Council reserves the right to refine these questions prior to the issuance of the invitation to tender to Qualified Bidders.

1. Method statement evaluation

Qualified Bidders are required to complete Method Statements to provide detailed information demonstrating how specific elements of the service/s and works, as defined in the Service Information and Contract, will be delivered.

The method statements carry a maximum percentage weighting, towards the overall tender score, as shown in section 9.5 above.

The table below indicates the scoring available for each category of method statement. The total score achieved, in accordance with the below weightings, will be prorated to the maximum percentage weighting and applied to the overall score.

|  |  |
| --- | --- |
| **Method Statement Category** | **Weighting** |
| * + - 1. Vision, Objectives & Partnering | 30% |
| * + - 1. Partnership working, collaboration, review & improvement | 20% |
| * + - 1. ICT & Customer Service | 15% |
| * + - 1. ICT Additional Questions | 15% |
| * + - 1. Network & Asset Management | 10% |
| * + - 1. Environmental Management | 10% |
| **TOTAL** | **100%** |

NOTE: Some of these questions make reference to WBC documents and policies which are not yet available.

1. Evaluation of the method statements will be carried out by a panel made up of staff members from the Council with relevant experience and expertise.
2. **Price Evaluation**
   1. Qualified Bidders must complete the Price List at Schedule 3. The pricing element carries a maximum percentage weighting as shown in section 9.5 above.
   2. The Prices submitted in the Price List must be comprehensive and include all costs (including the Fee) associated with the delivery of the contract.
   3. A Rate must be quoted for every line item in the Price List
   4. The Rate for each line item will be multiplied by the quantity indicated to create an Extended Price for each line where a quantity is stated. Not all line items will have a stated quantity.  
      The Extended Prices will be summed to create a total price for each series.  
      The summation of the total prices for all series is the overall total price for the basic contract.  
      For evaluation purposes, the overall total price for the basic contract will be uplifted by 50% and the relevant discount, as quoted in the discount table in Clause ZA2 of the Contract Data Part 2, applied. The resulting figure is taken to be the tender total price for the purposes of evaluation, as described below.
   5. The “Price” score will be calculated in line with the Chartered Institute of Public Finance and Accounting (CIPFA) scoring model, according to the formula:

The lowest priced tender will be awarded the maximum Price score (Price Element Percentage Weighting), as detailed in Section 9.5. The Other tender scores will then be calculated relative to this, as shown above.  
If the ‘Other’ tender price is double, or more than double, that of the lowest priced tender, the ‘Other’ tender will receive a Price score of 0%.

* 1. In accordance with the Public Contracts Regulations 2015, WBC will ask tenderers to explain the price or costs proposed in this tender where the values appear to be abnormally low in relation to services/works required. WBC may reject the tender where the evidence supplied, in the sole opinion of the Council, does not satisfactorily account for the low level of price or costs proposed.

1. **Clarification**

The Council reserves the right to require tenderers to clarify any aspect of the bid or the pricing at any time during the procurement process. Clarification will generally be in writing but may include a meeting at the Council’s offices. Such meetings will not be scored. Anything arising from clarification, that alters WBC’s understanding of a tender in any way, may be used by the Council to amend the evaluation score/s of the relevant aspect of the tender.

1. Subsequent Stage 2 Rounds

Following the submission and evaluation of the initial tenders, one or more rounds of negotiation may take place. Each round will consist of discussions with the Qualified Bidders, followed by adjustment to any elements of the procurement documentation as the Council, at its absolute discretion, feels is appropriate. These adjustments may require, amongst other things, modified and/or additional written responses and pricing. Once the Council has finalised the detailed structure of the next round, Qualified Bidders will be requested to submit a modified tender response or confirm that the previous response is still valid.

The Council will make it clear to all Qualified Bidders, remaining at that time, when the final round of negotiation has been completed and invite final tenders.

## Contract Award

* 1. All respondents at Stage 1 will be informed of the Council decision in respect of their progression to Stage 2, together with an explanation of the reasoning for the choice.
  2. Subject to section 9, the Tenderer that, in the sole opinion of the Council, has presented the most economically advantageous tender at Stage 2 will be nominated as "Preferred Supplier" and will be recommended for contract award.
  3. All Qualified Bidders will be notified of the Councils intention to award the contract to the “Preferred Supplier”, together with an explanation of the reasoning for the choice.
  4. Any contract award will be conditional on the Contract being approved in accordance with the Council’s internal approval procedures and allowing for a 10-day Standstill period. Until all necessary approvals are obtained and the standstill period is completed, no agreement or work will be entered into.
  5. Once the Council has reached a firm decision in respect of contract award, all tenderers will be notified of that decision.
  6. In the event that a satisfactory conclusion with the “Preferred Supplier” cannot be agreed within one (1) month of the award of contract, the Council reserves the right to move to contract with the next ranking Tenderer.

## Indicative Timetable and the Procurement Process

The key dates for this procurement are currently anticipated to be as follows:

|  |  |
| --- | --- |
| **Event** | **Date** |
| **Issue Invitation to Participate** | **12th Jan 2018** |
| Deadline for receipt of Stage1 written questions | 12:00, 7th Feb 2018 |
| Issue final set of answers to Stage1 questions | 17:00, 8th Feb 2018 |
| **Deadline for submission of Stage1 responses** | **17:00, Wed 14th Feb 2018** |
| Stage1 Evaluation and shortlisting | 19th Feb – 9th Mar 2018 |
| **Issue Invitation to Tender to Qualified Bidders (Stage 2)** | **12th Mar 2018** |
| Deadline for receipt of Stage2 written questions | 12:00, 25th Apr 2018 |
| Issue final set of answers to Stage2 questions | 17:00, 27th Apr 2018 |
| **Deadline for submission of Initial Tenders (Stage 2)** | **17:00, Fri 4th May 2018** |
| **‘Negotiation’ Round 1** | **8th May – 15th Jun 2018** |
| **Issue Invitation for Final Tenders (Stage 2)** | **18th Jun 2018** |
| Deadline for receipt of written questions | 12:00, 4th Jul 2018 |
| Issue final set of answers to questions | 17:00, 6th Jul 2018 |
| **Deadline for submission of Final Tenders** | **17:00, Fri 13th Jul 2018** |
| Final Tender Evaluation period | 16th Jul – 10th Aug 2018 |
| **Contract award decision finalised by the Council** | **20th Sep 2018** |
| Standstill Period | 21st Sep – 2nd Oct 2018 |
| **Contract Award** | **5th Oct 2018** |

## 

## Contractual Requirement

1. **Form of contract**

The successful Tenderer will be required to sign a formal contract based on the specification relevant to the tender (**Schedule 2**), the Pricing List (**Schedule 3**), the terms and conditions (**Schedule 4**) and the Tenderers submission.  
Until such execution, the successful tender, together with the Council’s written acceptance shall form a binding agreement.

1. **Warnings/Disclaimers**

While the information contained in this ITP is believed to be correct at the time of issue, neither the Council nor its advisors accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in, or any omission from, this ITP (including its Annexes, Appendices and Schedules) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. No representations or warranties are made in relation to such statements, opinions or conclusions. This exclusion does not extend to any fraudulent misrepresentation made by, or on behalf of, the Council.

* + 1. If a Tenderer proposes to enter into an agreement with the Council it must rely on its own enquiries and on the terms and conditions set out in the Agreement (as and when finally executed), subject to the limitations and restrictions specified in it.
    2. Neither the issue of this ITP, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Council (or any other person) to enter into a contractual arrangement. No other obligation on the Council shall be implied into any contract which may arise between the Council and the preferred supplier.
    3. No legal relations will be formed until the contract is awarded by the Council to the preferred supplier, at which time a formal contract will be entered into between the Council and the preferred supplier.
    4. This ITP should not be regarded as an investment recommendation made by the Council or its appointed advisors.
    5. Under the Contract the Council will require compliance with its policies. Tenderers are advised to satisfy themselves that they understand all the requirements of the Council before submitting their tender.
    6. The Council is committed to transparency and to meeting its legal responsibilities under the Freedom of Information Act 2000. Accordingly, all information submitted may need to be disclosed in response to a request under the Act. Tenderers should be aware, that even where they have indicated that information is commercially sensitive, the Council may be required to disclose it under the Act if a request is received.
    7. Please also note that receipt of any material marked “confidential” or equivalent by the Council should not be taken to mean that the Council accepts any duty of confidence by virtue of that marking.  If a request is received, the Council may also be required to disclose details of unsuccessful tenders.

1. **Changes to the ITP and the Project**
   * + 1. The information contained in this ITP may be changed by the Council from time to time without prior (or any) notice being given by the Council.
       2. In this document, words such as "anticipates", "expects", "projects", "intends", "plans", "believes", "will" (and words and terms of similar substance) indicate the Council’s present expectation of future events, which are subject to a number of factors and uncertainties that could cause actual requirements to differ materially from those described.
       3. Although it is intended that the remainder of this procurement will take place in accordance with this ITP, the Council reserves the right to terminate, amend or vary the procurement process by notice in writing.
2. **Eligibility requirements and changes affecting a Tenderer**
   * + 1. Any attempt by Tenderers, or their advisors, to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly, at any time:

* devise or amend the content of any response in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance; or
* enter into any agreement or arrangement with any other person as to the form or content of any other response, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other response; or
* enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a response; or
* canvass the Council or any employees or agents of the council in relation to this procurement; or
* attempt to obtain information from any of the employees or agents of the council or their advisors concerning another Tenderer or response.
  + - 1. Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderers and their advisors, and the Council and their advisors. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement, at the sole discretion of the Council.
      2. The Council must be notified immediately should any key persons who are part of the tender process become ineligible as described above and under the provision of the Public Contracts Regulations 2015 and / or the Council’s constitution.
      3. Tenderers must inform the Council in writing of any change in control, composition or membership of that Tenderer or its consortium members, and of any other material change to the Tenderer’s response as soon as possible. The Council reserves the right to disqualify any such Tenderer from any further participation in the procurement process if there are any significant changes to their responses.

1. **The Council’s rights**

The Council reserves the right to:

* waive the requirements of this ITP;
* disqualify any Tenderer that does not submit a compliant response in accordance with the instructions in this ITP;
* withdraw this ITP at any time, or to re-invite responses on the same or any alternative basis;
* in their absolute discretion not to award any contract as a result of the current procurement process;
* make whatever changes they see fit to the timetable, structure or content of the procurement process, depending on approvals processes or for any other reason;
* make a contract award immediately following the submission of full tenders at the start of Stage 2; and
* run further rounds of “negotiation”, beyond the single round that is envisaged.

1. **Cost**

The Council will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer in proceeding with, or participating in, this procurement, including if the procurement process is terminated or amended by the council.

1. **Law**

The laws of England and Wales shall apply for the purpose of all proceedings relating to this procurement process, any contract awarded pursuant thereto and any disputes (including non-contractual disputes or claims).

1. **TUPE**

TUPE may apply to this contract.

TUPE information is provided in Schedule 5. The TUPE information provided is to be used solely for the purpose of responding to this procurement exercise and must be held safe and securely destroyed at the end of this procurement exercise. The Council will accept no liability for its accuracy. By accessing this information you are accepting and agreeing to these conditions

For information, the incumbent Provider(s) is/are:

|  |  |
| --- | --- |
| **Provider** | **Service** |
| Balfour Beatty Living Places | Term Maintenance & Construction Services Contract |
| Balfour Beatty Living Places | Street Lighting Term Maintenance Contract |
| Balfour Beatty Living Places | Structures Inspection & Maintenance Contract |
| FM Conway Ltd | Gully Cleansing Contract |

## ANNEX A: PRIMARY POINT of CONTACT

All the required organisational information is included in the Standard SQ.

Please provide details of the primary point of contact for any enquiries that WBC may have about this tender below:

|  |  |
| --- | --- |
| Contact name: (nominated person for this tender) |  |
| Job title: |  |
| Telephone number: |  |
| E-mail address: |  |
| Postal Address: |  |

## ANNEX B: METHOD STATEMENTS for STAGE 1 RESPONSE

Listed below are a series of questions that tenderers will need to complete as part of their initial ITP submission. Where a question is in more than one part (e.g. a and b), each part must be answered separately.

Please NOTE the requirements described in Section 8 of the ITP, in particular section 8.8.

|  |  |
| --- | --- |
| **QUESTION** | **Weighting** |

|  |  |
| --- | --- |
| **Q1. Partnership** | |
| The Council is seeking a partnership formed of Wokingham Borough Council (WBC), the Professional Services Consultancy Contractor and the Maintenance and Construction Contractor, together forming a Highways Alliance from 1st April 2019. | |
| Please describe an example of where you have formed a successful partnership with a Local Authority in the past and how that “success” was delivered and measured.  Word count: 600 | 20% |
| *Please provide your answer to the question in this box:* | |
|  | |
| **Q2. Contract Experience** | |
| Successful partnership working, within a Highways Alliance creating a “one team” ethos, must be underpinned by appropriate contracts and effective management. | |
| Please provide details (perhaps a case study) of an example of how you contributed to the effective management of contracts in the past, to deliver the required objectives for similar services.  Word count: 600 | 20% |
| *Please provide your answer to the question in this box:* | |
|  | |
| **Q3. Service Delivery** | |
| Delivery of efficient services aligned to stakeholder requirements and customer expectations is paramount for the contracts. | |
| Please provide details of where you have successfully delivered services that would meet the objectives of WBC including providing an example of where a service problem has been encountered and overcome, particularly focussing on what you did and how that improved the situation.  Word count: 600 | 20% |
| *Please provide your answer to the question in this box:* | |
|  | |
| **Q4. Operational Efficiency** | |
| Delivery of efficient services aligned to stakeholder requirements and customer expectations is paramount for the new contracts. | |
| Please provide details of where service efficiency opportunities have been identified, designed and delivered and what was the overall benefit to the Council/client.  Word count: 600 | 10% |
| *Please provide your answer to the question in this box:* | |
|  | |
| **Q5. Resources and the Supply Chain** | **Weighting** |
| With an increasing number of national infrastructure projects, increases in housebuilding targets and Brexit concerns, skills shortage and delivery capacity are becoming increasing risks to efficient and effective service delivery for the Highways Alliance. | |
| Please provide details of the steps you have already taken to mitigate these risks and how you intend to ensure sufficient resources in the future. Where your business model relies on supply chain partners, please describe how you ensure effective service delivery, including dealing with the peaks of major projects and potential third party service requirements.  Word count: 600 | 10% |
| *Please provide your answer to the question in this box:* | |
|  | |
| **Q6. ICT** | |
| Whilst this question is backward looking – reflecting work you have delivered to clients in the past – tenderers may find it helpful to read the ICT requirements/section of the ITT questionnaire (Schedule 7) before responding. | |
| Please demonstrate your ability, expertise and experience of hosting ICT systems to effectively deliver the services aligned to the Council’s objectives.  Word count: 600 | 10% |
| *Please provide your answer to the question in this box:* | |
|  | |
| **Q7. Health & Safety** | |
| Health and safety performance and compliance is paramount for all organisations. | |
| Please provide details of how compliant health and safety has been provided under a contract similar to that for the Highways Alliance at Wokingham.  What measures and procedures has your organisation imbedded to actively train staff on, and including, the importance of health and safety and to ensure that they carry out these practices in their daily operations?  Word count: 600 | 10% |
| *Please provide your answer to the question in this box:* | |

|  |  |
| --- | --- |
| **TOTAL** | **100%** |

## ANNEX C: NON-COLLUSIVE TENDERING CERTIFICATE

I / WE certify that in preparing and submitting this Tender we have not offered or agreed to offer to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any action in relation to obtaining this Contract.

I / WE have not canvassed any person or offered any inducement in order to obtain confidential information in relation to the Contract and the Services to be undertaken either directly or indirectly.

I / WE certify that no one has been permitted to act on our behalf to offer such inducements or perform such acts set out above.

By this Certificate the word “person” includes any persons and any body or association corporate or non-corporate and offer or agreement includes any transaction formal or informal and whether legally binding or not.

|  |  |
| --- | --- |
| Print Name(s) in full: |  |
| Signed: |  |
| Date: |  |

|  |  |
| --- | --- |
| Print Name(s) in full: |  |
| Signed: |  |
| Date: |  |

|  |  |
| --- | --- |
| For and on behalf of (Registered Company Name) |  |
| Registered Address |  |

## ANNEX D: NON-CANVASSING CERTIFICATE

I / We certify that in preparing and submitting this Tender that we have not canvassed any member, officer or anyone in the employment of the Council.

In this Certificate:

“Person” includes any person and any body or association, corporate or non-corporate.

|  |  |
| --- | --- |
| Print Name(s) in full: |  |
| Signed: |  |
| Date: |  |

|  |  |
| --- | --- |
| Print Name(s) in full: |  |
| Signed: |  |
| Date: |  |

|  |  |
| --- | --- |
| For and on behalf of (Registered Company Name) |  |
| Registered Address |  |

## ANNEX E: BONA-FIDE TENDER CERTIFICATE

In recognition of the principle that the essence of Selective Tendering is that the clients shall receive bona-fide competitive tenders from all those tendering **I / WE** certify that:

1. The Tender submitted herewith is a bona-fide Tender intended to be competitive.

2. We have not fixed or adjusted the amount of the Tender under or in accordance with any Agreement or arrangement with any other person.

3. We have not done and we undertake that we will not do at any time before the hour specified for the return of the final Tender any of the following acts: -

a) Communicating to a person other than the person calling for this Tender the amount or approximate amount of the proposed Tender (except where the disclosure in confidence of the approximate amount of the Tender was essential to obtain insurance premiums quotations required for the preparation of the Tender).

b) Entering into any Agreement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted.

c) Offering or paying or giving or agreeing to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender any act or thing of the sort described above.

In this Certificate: -

1. “Person” includes any person and any body or association, corporate or non-corporate.

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

|  |  |
| --- | --- |
| Print Name(s) in full: |  |
| Job Title(s) |  |
| Signed: |  |
| Date: |  |

|  |  |
| --- | --- |
| Print Name(s) in full: |  |
| Job Title(s) |  |
| Signed: |  |
| Date: |  |

|  |  |
| --- | --- |
| For and on behalf of (Registered Company Name) |  |
| Registered Address |  |

## ANNEX F: FREEDOM OF INFORMATION and TRANSPARENCY

The Council is committed to transparency and meeting its legal responsibilities under the Freedom of Information Act 2000 (“the Act”) (including all the amendments made to the Act which are still in force and any subsequent related legislation), and all information submitted may need to be disclosed in response to a request.

Organisations are asked to consider if any of the information supplied in this tender should not be disclosed because of its sensitivity under the Act and, if this is the case, provide the information, identifying specific reasons for its sensitivity. The Council will endeavour to consult with organisations about sensitive information before making a decision on any Freedom of Information request received.

Please detail pages that are exempt from disclosure and include reasons:

|  |
| --- |
|  |

The Council shall be responsible for determining in its absolute discretion whether any part of the Agreement or its Annexes, Appendices or Schedules is exempt from disclosure in accordance with the provision of the Act and the Council’s transparency commitments.

## ANNEX G: FORM OF TENDER

TO: Tender Co-ordinator,

Wokingham Borough Council

c/o: Civic Offices, Shute End

Berkshire

RG40 1BN

Having examined the Contract Documents for the provision of:

* HIGHWAYS & TRANSPORT MAINTENANCE & CONSTRUCTION CONTRACT

to Wokingham Borough Council, we offer to perform and complete the whole of the Service in conformity with the said Contract Documents for such sum as may be ascertained in accordance with said Contract Documents.

I / We undertake to complete the Services as detailed in the specification (Schedule 2 of the Tender documents) and the Contract during the Contract Period.

I / We agree and accept all terms and conditions included in this tender, especially regarding Schedule 4, and accept that these will be used to form the Contract.

I / We agree that until such time as a formal Agreement is executed by the parties, this Tender, together with the Council’s written acceptance thereof, shall constitute a binding Contract between us.

I / We agree that within 28 days of the acceptance of this Tender by the Council we shall take the following steps:

a) Execute a formal Agreement;

b) Produce to the Council for inspection, documentary evidence that the insurances required are property maintained;

I / We also agree that if we fail to undertake any of the aforementioned steps within the said period of 28 days the Council shall be entitled to treat the said binding Contract as terminated by our breach, but without prejudice to the Council’s right to claim against us for any loss or damage resulting from such breach.

I / We further agree that this Tender will remain open for consideration for a period of six months from the last date for the return of Tenders.

I / We understand that you are not bound to accept the lowest or any form of Tender you may receive.

Yours faithfully,

|  |  |
| --- | --- |
| Print Name(s) in full: |  |
| Job Title(s) |  |
| Signed: |  |
| Date: |  |

|  |  |
| --- | --- |
| Print Name(s) in full: |  |
| Job Title(s) |  |
| Signed: |  |
| Date: |  |

For and on behalf of:

|  |  |
| --- | --- |
| (Registered Company Name) |  |
| Registered Address |  |

## ANNEX H: TUPE

Transfer of Undertakings (Protection of Employment) Regulations (TUPE) 2006 (including all the amendments made to these Regulations since 2006 which are still in force) may apply to this contract. If you are awarded the contract, please sign to confirm your organisation will take responsibility for leading the TUPE process and is prepared to abide by these regulations if applicable.

|  |  |
| --- | --- |
| Print Name(s) in full: |  |
| Job Title: |  |
| Signed: |  |
| Date: |  |

## ANNEX I: CONFIDENTIALITY CERTIFICATE

Please sign this document to confirm that the organisation agrees to keep all matters relating to the tender confidential.

|  |  |
| --- | --- |
| Print Name(s) in full: |  |
| Job Title: |  |
| Signed: |  |
| Date: |  |

## **SCHEDULE 1 – STANDARD SQ (Selection Questionnaire)**

Please find this information attached as an additional document.

**This needs to be completed and returned as part of the initial expression of interest**.

## **SCHEDULE 2 – SERVICE INFORMATION**

Please find this information attached as an additional document (2 files).

For information only – DRAFT STATUS

## **SCHEDULE 3 – PRICE LIST**

Please find this information attached as an additional document (2 files).

**For information only, at this stage.** – DRAFT STATUS

## SCHEDULE 4 – AGREEMENT AND CONTRACT DATA

Please find this information attached as an additional document.

Information only

## SCHEDULE 5 – TUPE INFORMATION

Please find this information attached as an additional document (5 files).

For information only

## SCHEDULE 6 – PRIOR INVOLVEMENT

Please find this information attached as an additional document.

For information only

## SCHEDULE 7 – DRAFT INITIAL TENDER EVALUATION QUESTIONS

Please find this information attached as an additional document.

For information only

## SCHEDULE 8 – Current Depot Lease

Please find this information attached as an additional document.

For information only. The existing lease agreement is provided as an example but it is subject to a full review before the new contract starts. All photographs have been removed in order to meet the file size limits of Contracts Finder.  
A new Heads of Terms document will be issued to Qualified Bidders at the start of Stage 2.