

**INVITATION TO TENDER**

**ROAD TRAVEL TIME DATA SERVICE (RTTDS)**

**REFERENCE NUMBER**

**RM3782**

**ATTACHMENT 1**

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## 1. INTRODUCTION

- 1.1 Welcome to this Procurement which is being managed by Crown Commercial Service on behalf of Secretary of State for Transport (also referred to as Department for Transport (DfT)).
- 1.2 Secretary of State for Transport is referred to as the Authority in this Invitation to Tender, Crown Commercial Service is referred to as CCS, and you, along with other organisations participating in this Procurement, are referred to as Potential Providers. This Procurement will establish a single Supplier Contract for that Supplier to supply a highly detailed dataset of directly observed travel time and routing data for the entire road network in England.
- 1.3 This Invitation to Tender (ITT) contains the information and instructions that you need to submit a compliant Tender. Words in this ITT which are capitalised have definitions either in the paragraph in which such words appear or in the glossary at paragraph 12.
- 1.4 Please read this ITT carefully as non-compliance with the instructions contained in this document and all its Attachments may result in exclusion of your Tender from this Procurement. If you have read all the instructions and information carefully but are still unsure at any point how to respond, please submit a question as described in paragraph 7.
- 1.5 The Terms of Participation at Attachment 5 will apply throughout this Procurement. They set out further rights and obligations which apply to you and the Authority. You must confirm in the online 'Participation Requirements' section that you accept the Terms of Participation. If you do not answer Yes to this acceptance you will be excluded from this Procurement.
- 1.6 If you are participating in this Procurement as a member of a Group of Economic Operators, or are using Sub-Contractors please read the guidance in paragraph 6.
- 1.7 The Authority is using an e-Sourcing Suite to manage this Procurement and to communicate with you. No hard copy documents will be issued and all communications with the Authority (including the submission of Tenders) will be conducted via the e-Sourcing Suite. You must ensure that the details of the point of contact you nominate in the e-Sourcing Suite are accurate at all times as the Authority will not be under any obligation to contact any other point of contact.
- 1.8 Your responses to the Selection Questionnaire (Attachment 2) and the Award Questionnaire (Attachment 3) have been designed to be completed on-line in the e-Sourcing Suite. Guidance on how to use the e-Sourcing Suite can be found within the eSourcing suite attachments and at the following URL:  
<https://www.gov.uk/government/publications/esourcing-tool-guidance-for-suppliers>
- 1.9 You are welcome to ask questions or seek clarification regarding this Procurement. See paragraph 7 for details on how to do so. Please make sure you have read all the ITT information and instructions carefully first.
- 1.10 CCS is managing this Procurement in accordance with the Regulations and specifically in accordance with the open procedure (Regulation 27 of the Regulations).
- 1.11 CCS would like to inform you that the Authority and the incumbent supplier are in agreement that TUPE shall not apply to this procurement.

## **2. THE CONTRACT**

- 2.1 This Procurement will result in the award of the Contract to the successful Potential Provider. Once the Contract has been executed that successful Potential Provider will become the Supplier.
- 2.2 The published Contract (including any Schedules) terms and conditions are available at Attachment 4. Please carefully review these documents so that you fully understand the rights and obligations they confer on the parties.
- 2.3 The Contract terms and conditions are non-negotiable, whether during this Procurement or post award. However, you may seek clarification of any points of ambiguity or apparent error in relation to the terms throughout the clarification period (see paragraph 7). If, in its sole discretion, the Authority accepts that there is either ambiguity or error, then it will make appropriate amendment.
- 2.4 Following the Authority's decision to award, the Contract will be updated to incorporate the Tender including (but not limited to) the successful Potential Provider's charges and the approach to delivering the Services.
- 2.5 The Authority will manage the overall performance of the Contract by Suppliers.

### **3. REQUIREMENTS**

- 3.1 A detailed description of the Services that a Supplier will be required to supply is set out at Schedule 2 of the Contract (copied at Attachment 4a to this ITT) and a short description is contained in the OJEU Contract Notice. A copy of the OJEU Contract Notice is published at <http://ccs-agreements.cabinetoffice.gov.uk/procurement-pipeline>.
- 3.2 The Services covered by this Procurement have not been sub-divided into Lots because the Services do not easily break down into separate parts.

#### 4. PROCUREMENT TIMETABLE

- 4.1 The anticipated timetable for this Procurement is set out in the table below.
- 4.2 This timetable may be changed by CCS acting on behalf of the Authority at any time. Changes to any of the dates will be made in accordance with the Regulations (where applicable). You will be informed through the e-Sourcing Suite if any changes to this timetable are necessary.

DATE	ACTIVITY
16/12/2016	Despatch of the OJEU Contract Notice
19/12/2016	Clarification period starts
06/01 – 09/01/2017	The eSourcing suite will be undergoing maintenance during the weekend 7 <sup>th</sup> / 8 <sup>th</sup> January. The systems will be closed from 18:00 on Friday 6 <sup>th</sup> January until 08:00 Monday 9 <sup>th</sup> January 2017.*
13/01/2017	Clarification period closes ( <b>“Tender Clarifications Deadline”</b> )
13/01 – 15/01/2017	The eSourcing suite will be undergoing maintenance during the weekend 14 <sup>th</sup> / 15 <sup>th</sup> January. The systems will be closed from 21:00 on Friday 13 <sup>th</sup> January until 22:00 Sunday 15 <sup>th</sup> January 2017.*
17:00.00 GMT 20/01/2017	Deadline for the publication of responses to Tender Clarification questions
15:00.00 GMT 30/01/2017	Deadline for submission of Tenders to the Authority ( <b>“Tender Submission Deadline”</b> )
27/02/2017	Intention to award notices issued to successful and unsuccessful Potential Providers.
28/02/2017 to 23:59 09/03/2017	10 day Standstill Period (in accordance with Regulation 87)
13/03/2017	Expected execution (signature) date for Contract

\*During the maintenance window no attempt, by either buyers or suppliers, should be made to access the system. Should you be able to gain access, any changes / updates that you attempt to make may be lost as a result of the maintenance process.

## **5. COMPLETING AND SUBMITTING A TENDER**

- 5.1 To participate in this Procurement, you are required to submit a Tender which fully complies with the instructions in this ITT and its Attachments.
- 5.2 You are strongly advised to read through all documentation first to ensure you understand how to submit a fully compliant Tender.
- 5.3 Remember:
  - 5.3.1 It is your responsibility to ensure that you submit a fully compliant Tender.
  - 5.3.2 You must ensure that you are using the latest versions of this document and its Attachments, as the documentation may be updated from time to time.
  - 5.3.3 Allow plenty of time for the entering of responses into the e-Sourcing Suite – do not leave it until the day of the Tender Submission Deadline.
- 5.4 For technical guidance on how to complete questions and Bid Fields, and how to upload any requested attachments please see– Supplier Guidance (<https://www.gov.uk/government/publications/esourcing-tool-guidance-for-suppliers>).
- 5.5 Additional Materials, Documents and Attachments
  - 5.5.1 You must adhere to the following instructions;
    - 5.5.1.1 No additional attachments should be submitted with a Tender unless specifically requested by the Authority.
    - 5.5.1.2 Any additional documents requested by the Authority must only be attached at the Question Level (not at Questionnaire Level and not at RFx Attachments) in the e-Sourcing Suite using a unique, unambiguous and relevant file name. They must be submitted in the format requested.
- 5.6 A fully compliant Tender must adhere to the following instructions;
  - 5.6.1 All responses must be inserted into the relevant Bid Field unless an attachment is additionally permitted. Only information entered into the relevant Bid Field or information provided as an attachment supplied in accordance with the Authority's instructions will be taken into consideration for the purposes of evaluating a Tender.
  - 5.6.2 The Tender must be submitted in the English (UK) language.
  - 5.6.3 You must answer all questions accurately and as fully as possible, within the word / character limits specified.
  - 5.6.4 Where options are offered as a response to a question, you must select the relevant option from the drop down list.
  - 5.6.5 You must not answer questions by cross referring to other answers or to other materials (e.g. annual company reports located on a web site). Each question answered must be complete in its own right.
  - 5.6.6 The Authority will disregard any part of a response to a question which exceeds the specified character limit (i.e. the excess will be disregarded, not the whole response). The stated character limit includes spaces and punctuation.
- 5.7 Deadline for the submission of Tenders
  - 5.7.1 All Tenders must be received, via the e-Sourcing Suite, by the Authority before the Tender Submission Deadline (see the Procurement Timetable in paragraph 4 for details).

- 5.8 Late Tenders:  
Tenders received on or after the Tender Submission Deadline will be considered irregular and will be excluded from this Procurement.
- 5.9 Uploading and submitting a Tender
- 5.9.1 You are responsible for ensuring that your Tender has been successfully completed in the e-Sourcing Suite prior to the Tender Submission Deadline.
- 5.9.2 All Tenders must be submitted to the Authority using the e-Sourcing Suite. Tenders submitted by any other means will not be accepted.
- 5.9.3 Elements of a Tender may be submitted or attached as required at any time before the Tender Submission Deadline using the e-Sourcing Suite. See guidance at <https://www.gov.uk/government/publications/esourcing-tool-guidance-for-suppliers> for details of how to formally submit the Tender.
- 5.9.4 You may modify and resubmit your Tender at any time prior to the Tender Submission Deadline. Before the Tender Submission Deadline, you must satisfy yourself that you have submitted all responses and attached any requested attachments, through the e-Sourcing Suite. You cannot modify your Tender after the Tender Submission Deadline.
- 5.9.5 You may withdraw from this Procurement by choosing not to submit a Tender by the Tender Submission Deadline.
- 5.9.6 Your Tender must remain valid and capable of acceptance by the Authority for a period of 120 days following the Tender Submission Deadline. An attempt to submit a Tender with a shorter validity period may lead to the exclusion of your Tender.
- 5.10 Confidentiality
- 5.10.1 Potential Providers must not collude with nor disclose the fact of their intention to submit a tender to other Potential Providers.
- 5.10.2 The Authority may disclose information provided by a Potential Provider where there is express provision to do so in accordance with Regulation 21 (2).
- 5.10.3 Customer contacts named in your response to the Selection Questionnaire do not owe the Authority any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.
- 5.10.4 The Authority and CCS confirm that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact.

## **6. CONTRACTING ARRANGEMENTS (SUB-CONTRACTORS AND GROUPS OF ECONOMIC OPERATORS)**

6.1 It is important that your Tender conveys a complete and accurate picture of how the Authority's minimum requirements for legal, economic, technical and professional capacity, as set out in the Selection Questionnaire (Attachment 2 - Participation Requirements and Selection Questionnaire Guidance), will be satisfied. The Authority needs clarity on how bids are structured in terms of organisations contributing to them.

6.2 The Authority is happy to receive and welcomes Tenders from economic operators collaborating as a Group of Economic Operators or sub-contracting elements of their obligations. Where one of these approaches is adopted the remaining provisions of this paragraph must be followed.

6.3 The Tender must be completed in the name and 'voice' of the economic operator (as defined in the Regulations) or, in the case of a Group of Economic Operators, the economic operators - members that, if awarded, will ultimately enter into a Contract with the Authority and therefore assume liability for performance of the Contract (the "**Potential Provider**"), subject to paragraph 6.6 below.

6.4 With the exception of Sub-Contractors identified in the Tender (and subject to paragraph 6.8), no organisation other than the Potential Provider will be able to provide Services through the Contract, whether, for example, a group company, subsidiary, parent company, holding company, associated company, franchise or fellow franchisee, strategic partner or organisation in any other relationship with the Potential Provider whatsoever. For the avoidance of doubt, the use of any kind of group companies associated with the Potential Provider can be only as Sub-Contractors identified in the Tender.

### **6.5 Sub-contracting proposals:**

6.5.1 You need to complete question 2e in the Selection Questionnaire if you propose to use one or more Sub-Contractors.

6.5.2 The Authority does not require all sub-contractors to be disclosed. You need only disclose those sub-contractors who directly contribute to your ability to meet your obligations under the Contract. There is no need to specify sub-contractors supplying general services to you (such as window cleaners etc.) that only indirectly enable you to perform the Contract. Please read the definition of Sub-Contractor in Paragraph 12.

6.5.3 If you need to rely on the capability and/or experience of one or more Sub-Contractors in your Tender to demonstrate your ability to provide the Goods in accordance with the requirements of the question and the Contract you must inform the Authority in your Tender.

6.5.4 Your Tender must clearly identify when it is relying on a Sub-Contractor in its response to a question, giving the name of the Sub-Contractor and explaining the Sub-Contractor's role, capability and experience as the context of the question requires.

### **6.6 Group of Economic Operator proposals:**

6.6.1 If a Group of Economic Operators wish to act jointly to provide the Services they may do so with all parties signing the resultant Contract and assuming joint and several responsibility for performance of the Contract.

6.6.2 Please note that, in accordance with Regulation 19 (6), the Authority may require the Group of Economic Operators to assume a specific legal form for the purpose of concluding the Contract. In this case, the Authority is also likely

to require the members of the Group of Economic Operators to nominate a Contract Guarantor for the single legal entity's performance of the Contract.

- 6.6.3 The Group of Economic Operators should nominate a Lead Contact to lead the bidding process. If the Group of Economic Operators plans to collaborate on a joint and several basis, then the Group of Economic Operators should nominate a Lead Contact to and complete the Tender on behalf of all the other members of the Group of Economic Operators.
- 6.6.4 The Lead Contact should complete question 2a in the Selection Questionnaire to provide details of the members of the proposed Group of Economic Operators who will be jointly and severally responsible for the entire contract requirements, including the percentage of contractual obligations assigned to each member of the Group of Economic Operators.
- 6.6.5 Where the Lead Contact relies on the capability and/or experience of one or more members of the Group of Economic Operators to demonstrate the Group of Economic Operators' ability to provide the Services in accordance with the requirements of the ITT and the Contract, it must inform the Authority in its Tender.
- 6.6.6 More specifically, the Tender submitted by the Lead Contact must clearly identify in response to any question, when it is relying on another member of the Group of Economic Operators, the name of the particular member and explain the member's role, capability and experience as the context of the question requires.

## 6.7 Queries

- 6.7.1 It is difficult for these instructions to deal with all potential Group of Economic Operators and sub-contracting scenarios. If you are unsure how to classify and communicate your contracting arrangements in your Tender, then you should contact the Authority at the earliest opportunity in accordance with paragraph 7.

## 6.8 Changes to the contracting arrangements

- 6.8.1 The Authority recognises that arrangements in relation to sub-contracting and Groups of Economic Operators may be subject to future change, and may not be finalised until a later date. However, any changes to those arrangements may affect your ability to deliver the requirements. You must tell us about any changes to the proposed sub-contracting or to the Group of Economic Operators. The Authority will assess the new information provided and reserves the right to exclude the Potential Provider prior to any award of contract.
- 6.8.2 If you are awarded the Contract, any changes to arrangements in relation to sub-contracting and Group of Economic Operators arrangements which are made following the award will be dealt with in accordance with Clause 30 of the Contract (Attachment 4).

## 6.9 Declaration of Compliance

- 6.9.1 The Authority requires you as either the Potential Provider or Lead Contact to confirm that each Sub-Contractor and/or member of the Group of Economic Operators named in the Tender has read, understood and complied with the statements contained within the Declaration of Compliance (Attachment 6). You do this in the online 'Participation Requirements' section. If you do not answer Yes to this confirmation you will be excluded from this Procurement. This provides the Authority with assurance that statements made by or in

relation to the Sub-Contractors and/or members of the Group of Economic Operators are accurate and that they have participated in this Procurement in accordance with the ITT and the Terms of Participation (Attachment 5).

## **7. QUESTIONS AND CLARIFICATIONS**

- 7.1 You may raise questions or seek clarification regarding any aspect of this Procurement at any time prior to the Tender Clarifications Deadline (see the Procurement Timetable set out in paragraph 4). Questions must be submitted using the messaging facility provided within the e-Sourcing Suite.
- 7.2 To ensure that all Potential Providers have equal access to information regarding this Procurement, the Authority will publish all its responses to questions asked and or clarifications raised by you in the “Attachments” section of the on line e-Sourcing Suite.
- 7.3 If you ask any questions and or raise clarifications please do not refer to your identity in the body of the question.
- 7.4 Questions asked and or clarifications raised may be responded to in batches by the Authority, rather than one at a time.
- 7.5 If you wish to ask a question or seek clarification in confidence you must notify the Authority and provide your justification for withholding the question and any response. If the Authority does not consider that there is sufficient justification for withholding the question and the corresponding response, the Authority will inform you and you will have an opportunity to withdraw the question or clarification. If the question and or clarification is not withdrawn, then the response will be issued to all Potential Providers
- 7.6 You are responsible for monitoring the e-Sourcing Suite and the ‘Questions and Answers’ document in particular, for any responses to questions, general clarifications or other information issued by the Authority. Answers to such questions may contain important information that could affect how you complete your Tender.
- 7.7 The Authority reserves the right to contact you at any time for clarification on all or any part of your Tender during this Procurement and which is likely to require a prompt response from you.

## 8. OVERVIEW OF THE EVALUATION PROCESS

- 8.1 Paragraphs 9 and 10 below set out and explain the procedure, stages and process by which the Authority will assess your Tender. The evaluation procedure is divided into the following key stages, which the Authority may nevertheless decide to run concurrently;
- 8.1.1 Compliance/validation – The Authority will check your Tender to ensure it is compliant with the ITT and that your responses are valid. This includes satisfying all the participation requirements listed in the online ‘Key Participation Requirements’ section.
  - 8.1.2 Non-compliant Tenders may be excluded from this Procurement by the Authority.
  - 8.1.3 Selection - The Authority will assess your responses to the Selection Questionnaire (Attachment 2 Participation Requirements and Selection Questionnaire) in accordance with paragraph 9 below (“**Selection Stage**”). Tenders that do not meet the selection criteria at the Selection Stage will be excluded from this Procurement by the Authority.
  - 8.1.4 Award - The Authority will assess your response to the Award Questionnaire (Attachment 3) in accordance with paragraph 10 below (“**Award Stage**”).
- 8.2 Consensus Marking Procedure
- 8.2.1 Tenders that are scored and require evaluation will be evaluated in accordance with the procedure described in this paragraph at both the Selection Stage and the Award Stage.
  - 8.2.2 The Consensus Marking Procedure is a two step process, comprising of:
    - 8.2.2.1 independent evaluation; and
    - 8.2.2.2 group consensus marking.
  - 8.2.3 During the independent evaluation process each evaluator will separately (i.e. without conferring with other evaluators) scrutinise the quality of answers given by you in your Tender. Evaluators will apply the criteria applicable to the question as set out in the evaluation guidance to determine the overall quality of each answer. Each evaluator will then allocate a mark for the answer in accordance with the Marking Scheme applicable to that question. Each evaluator will also provide a justification for the mark he/she attributed to an answer. All of the evaluators’ marks and related justifications will be recorded separately in the e-Sourcing Suite.
  - 8.2.4 When the independent evaluation exercise has been completed by all of the evaluators, a group consensus marking exercise will be coordinated by a consensus marker as follows:
    - 8.2.4.1 The consensus marker will review the marks allocated by the individual evaluators together with their justifications for awarding the marks.
    - 8.2.4.2 The consensus marker will arrange for the evaluators to meet and discuss the marks they have allocated to responses provided in the Tender. The consensus marker will facilitate discussion among the evaluators regarding the marks awarded and the related justifications.
    - 8.2.4.3 During the meeting each evaluator will discuss the quality of the answers given to a question and review his/her justification for attributing the marks having regard to the relevant Marking Schemes

at Attachment 2 and Attachment 3. The evaluators will continue discussing the answers until the evaluators reach a consensus regarding the mark that should be attributed to each Potential Provider's answer to the question.

8.2.4.4 The consensus marker will record the consensus mark and the justification for the consensus mark (in addition to each evaluator's original mark and justification) in the e-Sourcing Suite.

8.2.4.5 The process above will be repeated until all applicable answers in the Tender have been consensus marked by evaluators.

## **9. SELECTION STAGE EVALUATION**

9.1 The information submitted in your response to the Selection Questionnaire will enable the Authority to consider your economic and financial standing and technical and professional ability. If you fail to respond fully and accurately your Tender may be deemed non-compliant. The Authority reserves the right to exclude non-compliant Tenders from this Procurement.

9.2 Stage 1 - Selection Questionnaire sections 3 and 4 – Grounds for Exclusion

9.2.1 In certain circumstances the Authority is required by law to exclude Potential Providers from participating in this Procurement. If you cannot answer 'no' to every statement in Section 3 of the Selection Questionnaire (Attachment 2) then, subject to paragraph 9.2.3, your Tender shall be excluded from further participation in this Procurement (except where disproportionately small amounts of tax or social security obligations are involved).

9.2.2 The Authority is entitled (in its sole discretion) to exclude a Potential Provider from further participation in this Procurement if any of the statements in response to section 4 (Discretionary grounds for exclusion) of the Selection Questionnaire (Attachment 2) apply. If you cannot answer 'No' to every statement it is possible, subject to paragraph 9.2.3, that your Tender will be excluded from this Procurement.

9.2.3 'Self Cleaning' (Covering both mandatory and discretionary exclusion)

9.2.3.1 If a Potential Provider provides sufficient evidence that remedial action has taken place subsequently that effectively "self cleans" the situation, the Authority could decide that that Potential Provider shall not be excluded from this Procurement. As a minimum, you will have to demonstrate that you have:

- (a) paid or undertaken to pay compensation in respect of any damage caused by any criminal offence or misconduct;
- (b) clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- (c) taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

9.2.3.2 The measures you have taken will be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct.

- 9.3 Stage 2 – Selection Questionnaire section 5 – Economic and Financial Standing
- 9.3.1 The information you submit in response sections 1 Potential Provider Information and 2 Tendering Model in the Selection Questionnaire will be used to carry out an assessment of your economic and financial standing. If you indicate in response to question SQ5.1a that a Contract Guarantee will be provided, the Authority will perform an assessment of the proposed Contract Guarantor's economic and financial standing in accordance with this paragraph 9.3.
- 9.3.2 The Authority uses a credit reference agency as the first step in determining financial risk. The Authority will request a credit reference agency financial risk/failure score based on the information provided in response to the Selection Questionnaire. The report provided by the credit reference agency, (Dun and Bradstreet) will be used to determine the level of financial risk you represent. If the score provided by the credit reference agency (Dun and Bradstreet) is 51 or more, then your Tender will proceed to Stage 3 of the Selection Stage evaluation process.
- 9.3.3 If any of the following circumstances arise:
- 9.3.3.1 the score provided by the credit reference agency (Dun and Bradstreet) is less than 51;
- 9.3.3.2 no standard credit reference agency score is available for your organisation,
- 9.3.4 then the Authority may ask you to provide a copy of your audited accounts for the most recent two years and/or one or more of the following in respect of your organisation or the proposed Contract Guarantor (as the case may be):
- 9.3.4.1 a statement of your turnover profit and loss account and cash flow for the most recent year of trading;
- 9.3.4.2 a statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position; and/or
- 9.3.4.3 an alternative means of demonstrating financial status.
- 9.3.5 The Authority will use the information described in paragraph 9.3.4, in addition to a detailed credit reference agency report (where available) to assess whether your organisation's or your proposed Contract Guarantor's financial risk is acceptable. This will be performed using the Authority's financial assessment template which can be viewed using the template provided at Attachment 7 – Financial Assessment Template, which covers a range of financial risk indicators.
- 9.3.6 If the Authority then determines (in accordance with paragraph 9.3.5) that the financial risk is determined as being acceptable, then your Tender will proceed to Stage 3 of the Selection Stage evaluation process.
- 9.3.7 If the Authority determines (in accordance with paragraph 9.3.5) that the financial risk is determined as being unacceptable, then the Authority may (in its sole discretion) request that you nominate a Contract Guarantor. If you nominate a Contract Guarantor the Authority will undertake the steps at paragraphs 9.3.2 to 9.3.7 in respect of the proposed Contract Guarantor.
- 9.3.8 Only if, after evaluating all the information requested and provided, the level of financial risk is still deemed unacceptable, or where the requested information at 9.3.4 has not been provided, then the Tender will be excluded from further involvement in the procurement.

- 9.3.9 If you are bidding as Lead Contact for a Group of Economic Operators, the assessment of economic and financial standing will be carried out in respect of each member of the Group of Economic Operators. If one or more members of the Group of Economic Operators is determined as having an unacceptable risk level following this assessment, then the relevant member(s) will be required to obtain a Contract Guarantee. The Authority will undertake the steps at paragraphs 9.3.2 to 9.3.7 in respect of the proposed Contract Guarantor. If a Contract Guarantor cannot be provided and the level of financial risk remains unacceptable, the Tender will be excluded from further involvement in this Procurement.
- 9.4 Stage 3 - Selection Questionnaire section 7 - Technical and Professional Ability
- 9.4.1 Evaluators will assess responses to the questions in section 7 and award a 'Pass' or 'Fail' based on the criteria set out in the Selection Questionnaire (Attachment 2 - Participation Requirements and Selection Questionnaire Guidance) and in comparison to requirements as set out in Contract Schedule 2 – Specification.
- 9.4.2 The evaluation of responses will be completed in accordance with the Consensus Marking Procedure.
- 9.4.3 If, following completion of the Consensus Marking Procedure any response to a question in section 7 is determined to constitute a 'Fail', the Tender will not proceed to evaluation at the Award Stage (as described in paragraph 10) and will be excluded from further consideration for the purposes of this Procurement.
- 9.5 Selection of Tenders for the Award Stage evaluation
- 9.5.1 Following evaluation of Tenders at this Selection Stage, those Potential Providers whose Tenders:
- 9.5.1.1 pass the compliance checks stated in paragraph 8.1.1;
  - 9.5.1.2 are not excluded under the provisions of Stage 1 above;
  - 9.5.1.3 meet the economic and financial standing requirements at Stage 2 above;
  - 9.5.1.4 meet the standards set out in Regulation 58 at Stage 3 above; and
  - 9.5.1.5 achieve a 'Pass' to all the questions in Stage 3 above,
- will proceed to the Award Stage evaluation (as described in paragraph 10). All other Tenders will be excluded from this Procurement.
- 9.6 Potential Providers who do not meet the criteria at the Selection Stage evaluation or are excluded on grounds of non-compliance will be notified accordingly.

**10. AWARD STAGE EVALUATION**

10.1 Once the Potential Providers Tender has been successfully evaluated at Selection Stage, consideration will then be given to the responses to the Award Questionnaire and evaluated in accordance with this paragraph 10.

10.2 The Award Stage evaluation will comprise of:

10.2.1 an evaluation of Potential Provider’s answers to the Award Questionnaire (“**Quality Evaluation**”); and

10.2.2 an evaluation of the prices tendered in response to the Price Information (“**Price Evaluation**”)

10.3 The Quality/Price weighting attributed is as follows:

QUALITY EVALUATION	PRICE EVALUATION	MAXIMUM POSSIBLE SCORE
70	30	100

10.4 The maximum possible score capable of being achieved by a Potential Provider will be 100 points (being the combined sum of the scores achieved for Quality Evaluation and the Price Evaluation respectively i.e. 70 + 30)

10.5 Section C questions in the Award Questionnaire are for information purposes only and will not be evaluated.

10.6 Quality Evaluation Process

10.6.1 The evaluation of each response to the Award Questionnaire will be conducted and consensus checked in accordance with the Consensus Marking Procedure.

10.6.2 The mark achieved in response to a question will entitle the Potential Provider to receive a score which will be a percentage of the Maximum Score Available for that question. The Maximum Score Available for each question is set out under the column headed Maximum Score Available in the table at paragraph ~~10.6.3~~10.5.4 below. For example if a Potential Provider achieved a mark of 50 out of 100 for a question, it would equate to 50%; so, where the Maximum Score Available is 2, the Potential Provider would therefore score 1 for that question.

10.6.3 When the score for each question has been determined they will be added together to determine an overall score for the Quality Evaluation (“**Quality Score**”).

Overview of Quality Evaluation (quality criteria and Maximum Score Available)

SECTION A – GENERAL QUESTIONS			
Section	Marking Scheme/Score	Maximum Score Available	Section Weighting %
<b>Data Collection</b>			
AQA1	Clearly set out that you will directly collect/monitor the data required, without using historic or	0, 33, 66, 100 0 = Fail*	7

	modelled estimates, and explain how you will do this.			
AQA2	Please confirm both that you will supply location reports in one of the formats described in the response guidance below, and that the level of <del>accuracy and</del> precision will align with the description in the response guidance below.	Pass / Fail**	N/A	N/A
AQA3	Please confirm that you will be able to provide the date/time of all location reports to at least 1/100 <sup>th</sup> of a second <del>precision</del> <del>accuracy</del> .	Pass / Fail**	N/A	N/A
AQA4	How will you ensure that the data will be representative of traffic on the network at all times, both in terms of driving speeds and the types of vehicles and road users monitored?	0, 50, 100	4	4
AQA5	What is the reporting interval that you can supply the required travel time data to the Authority in its rawest form?  The Authority expects a minimum reporting interval of 15 seconds i.e. vehicle location reports at least every 15 second or at shorter reporting intervals.	Pass / Fail**	N/A	N/A
AQA6	How will you derive the vehicle type classification associated with each data point and what categories can you derive?	0, 50, 100 0 = Fail*	4	4
AQA7	What daily coverage of the roads in England can you supply travel time data for throughout the duration of the contract?  The Authority requires a minimum of 90% daily coverage (in length terms) of the Major Road Network (all Motorway and A Roads) in England.	0, 50, 100 0 = Fail*	4	4
AQA8	The Authority requires that the data must be accurately referenced to individual links within the Ordnance Survey (OS) Integrated Transport Network (ITN) Layer.	0, 50, 100 0 = Fail*	4	4

	How will you achieve this?			
AQA9	How will you meet the requirement for the Raw Data stated in Attachment 4a Specification, paragraph 4?	0, 50, 100	7	7
AQA10	How will you meet the requirement for the individual trip level dataset set of variables as stated in Attachment 4a Specification (paragraph 5.3i)	0, 50, 100	7	7
AQA11	How will you meet the requirement for the 15 minute aggregated travel time dataset as stated in Attachment 4a Specification (paragraph 5.3ii)	0, 50, 100	7	7
AQA12	How will you meet the requirement for the Origin/destination dataset stated in Attachment 4a Specification (paragraph 5.3iii)?	0, 50, 100	7	7
Data Delivery				
AQA13	How will you supply the Authority with unrestricted access to the required monthly travel time datasets?	0, 50, 100 0 = Fail*	4	4
AQA14	Will you be able to deliver the raw and processed data within the expected milestone dates (as set out in Attachment 4a Specification, paragraph 3), how will this be achieved and how will any perceived risks of slippages be dealt with?	0, 33, 66, 100 0 = Fail*	4	4
Data Quality (Technical Documentation & Management)				
AQA15	How will you ensure the quality of data provided over the life of the Contract?	0, 33, 66, 100	7	7
AQA16	Please confirm that you will (i) supply detailed technical documentation, (ii) schedules of work, (iii) analysis of risks and (iv) security management plan concerning the data supply under the contract to The Authority and	Pass / Fail**	N/A	N/A

	that you will keep each of these under review and update them as appropriate whenever changes to the data or processes take place?			
<b>Data Sharing</b>				
AQA17	You will permit the Authority to make the datasets required under the contract available to other bodies as listed in Attachment 4a Specification, paragraph 2.1.2. Those in receipt of the data will be permitted to share analyses of the data in aggregated forms (see paragraph 1.4 of Attachment 4a Specification) without restriction.  Please confirm, and explain how this will be facilitated.	0, 50, 100 0 = Fail*	4	4
<b>Security</b>				
AQA18	How will you anonymise the data provided to the Authority to protect client/users identities, and how will you ensure the collection of this data and access/transfer to the Authority is secure and permissible under the current data protection legislation?	Pass / Fail**	N/A	N/A

\*a score of 0 (zero) will mean that you are disqualified from further participation in this procurement.

\*\*a Fail score will mean that you are disqualified from further participation in this procurement.

<b>SECTION B - PRICING</b>				
<b>Section</b>		<b>Marking Scheme/Score</b>	<b>Maximum Score Available</b>	<b>Section Weighting %</b>
AQB1	Overall Cost of Contract	$\left[ \frac{\text{(Lowest Price – Potential Provider's Price)}}{\text{Lowest Price}} \times 100 \right] + 100$	30	30

<b>SECTION C - CONTRACT POPULATION</b>			
<b>Section</b>	<b>Marking Scheme/Score</b>	<b>Maximum Score Available</b>	<b>Section Weighting %</b>

AQC1	Contract 56.6.2 Notices	N/A	N/A	N/A
AQC2	Contract Schedule 14 Commercially Sensitive Information	N/A	N/A	N/A
AQC3	Contract Schedule 15 Insurance Requirements, Annex 1, Part B Professional Indemnity Insurance	N/A	N/A	N/A

10.7 Price Evaluation Process

10.7.1 Prices submitted by you via the Pricing Matrix (Attachment 8) will be recorded and evaluated in accordance with the following process.

10.7.2 You are required to submit an overall price for the life of the contract (duration of the contract to be assumed as 2 years).

10.7.3 A failure to provide the total overall cost of the Contract will result in the Tender being deemed non-compliant and excluded from further participation in this Procurement.

10.7.4 List Pricing Items

10.7.4.1 The Authority will evaluate each price tendered for by comparing the prices offered against all other prices submitted by other Potential Providers.

10.7.4.2 The Potential Provider who offers the lowest price will achieve 100% of the Maximum Score Available.

10.7.5 Every other Potential Provider who submitted a price for that questionnaire will be ranked from lowest to highest price and will be awarded a percentage of the maximum score available on a reducing basis based on the price submitted versus the lowest price submitted.

10.7.6 Scoring mechanism is as copied from Attachment 4, Award Questionnaire, AQB1: Overall Cost of Contract

The Potential Provider who offers the lowest price for the overall cost of contract will achieve the maximum score of 100. The Potential Provider who offers double or more of the lowest price will achieve the minimum score of 0.

Every Potential Provider will, for each Lot, be ranked from lowest to highest price and will be awarded a percentage of the maximum mark of 100 on a reducing basis based on the following formula:

$$\left[ \frac{(\text{Lowest Price} - \text{Potential Provider's Price})}{\text{Lowest Price}} \times 100 \right] + 100$$

## 10.8 Price Evaluation methodology

10.8.1 The Price Evaluation process will be undertaken by different evaluators to those individuals involved with the Quality Evaluation process.

10.8.2 The Price Evaluation process and resultant ranking of Potential Providers (along with the marks awarded) will be independently checked and verified by individual(s) not previously involved in this Procurement process.

10.8.3 If a price you have provided is abnormally low the Authority may reject your Tender. The steps the Authority will take in this event are as follows:

10.8.3.1 to request in writing an explanation of the abnormally low price, which may include explanations of one or more of the following;

- a) the economics of the Services provided;
- b) the technical solutions suggested by you or the exceptionally favourable conditions available to you for the provision of Services;
- c) the originality of the Services;
- d) your compliance with the provisions relating to environmental, social, labour laws referred to in regulation 56 (2);
- e) your compliance with the sub-contracting obligations referred to in Regulation 71;
- f) the possibility of you obtaining state aid;

10.8.3.2 to take account of the evidence provided by the Potential Provider in response; and

10.8.3.3 to subsequently verify with them the price being abnormally low.

## 10.9 Final Score

10.9.1 The Quality Score will be added to the Price Score to determine the final score for each Potential Provider ("**Final Score**").

## **11. FINAL DECISION TO AWARD**

- 11.1 Following evaluation of Tenders in accordance with the evaluation process set out in this ITT, the Potential Provider who has offered the most economically advantageous Tender will be awarded the Contract.
- 11.2 The most economically advantageous Tender will be the tender that achieves the highest ranking Final Score.
- 11.3 The Authority will inform you, along with all other Potential Providers via the e-Sourcing Suite of its intention to award a Contract.
- 11.4 Notwithstanding paragraph 6 of the Terms of Participation (Attachment 5), should the Potential Provider offering the most economically advantageous Tender decline to accept the Contract then, at the Authority's discretion, the Contract will be offered to the next ranked Potential Provider (the Potential Provider offering the second most economically advantageous Tender), and so on until it has been accepted.
- 11.5 Following a Standstill Period of 10 days and subject to there being no substantive challenge to that intention, a Contract will be formally awarded, subject to contract, to the successful Potential Provider(s).
- 11.6 The term Standstill Period is set out in Regulation 87 (2) and, in summary, is a period of ten calendar days following the sending by the Authority (in this instance by electronic means) of the Authority's notice of decision to conclude the Contract tendered via the Official Journal of the European Union, during which the Authority must not conclude the Contract with the successful Supplier(s). It allows unsuccessful bidders the opportunity to raise any questions with the Authority that relate to the decision to award before the Contract is concluded. The Authority cannot provide advice to unsuccessful Potential Providers of the steps they should take and, if they have not already done so, Potential Providers should always seek independent legal advice, where appropriate.
- 11.7 The conclusion of a Contract is subject to contract (including the satisfaction of any conditions precedent) and subject to provision of due 'certificates, statements and other means of proof' where Potential Providers have to this point relied on self-certification.

## 12. GLOSSARY

Attachment	means a document made available to Potential Providers in relation to this Procurement via the e-Sourcing Suite,
Authority	means Secretary of State for Transport, also referred to as Department for Transport (DfT)
Agent	Crown Commercial Service
Award Questionnaire	means the award questionnaire a copy of which is provided at Attachment 4 and set out in the on line e-Sourcing Suite;
Award Stage	means the part of the evaluation process described in paragraph 10.1;
Consensus Marking Procedure	means the evaluation procedure described in paragraph 8.2;
Contracting Authority	means the Authority and/or any other contracting authorities (within the meaning of the Regulations) described in the OJEU Contract Notice;
e-Sourcing Suite	means the online tender management and administration system used by the Authority;
Final Score	means the score achieved by a Tender at the conclusion of the Award Stage evaluation calculated in accordance with paragraph <a href="#">10.940.8</a> ;
Contract	means the contractually-binding terms and conditions set out at Attachment 4 General Conditions of Contract for Services of this ITT to be entered into between the Authority and the successful Potential Provider(s) at the conclusion of this Procurement;
Contract Guarantee	means a deed of guarantee in favour of the Authority in the form set out in Contract Schedule 8 (Guarantee) granted pursuant to Clause 4 of the Contract (Guarantee);
Contract Guarantor	means any person acceptable to the Authority to give a Contract Guarantee;
Schedule	means a schedule to the Contract;
Services	means the Services that may be provided by Suppliers, as set out at Contract Schedule 2;
Group	means in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Holding company and subsidiary shall mean a "holding company" and "subsidiary" that latter term being defined in section 1159 of the Companies Act 2006;
Group of Economic Operators	means a group of economic operators acting jointly and severally to provide the Services;

Invitation to Tender or ITT	means this invitation to tender document together with its Attachments, published by the Authority in relation to this Procurement;
Lead Contact	means the member of the Group of Economic Operators who is authorised in writing by each of the other members to that Group of Economic Operators to provide the Tender (including the responses to the Selection Questionnaire and the Award Questionnaire)
Marking Scheme	means the range of marks that may be given to a Potential Provider by the Authority according to Attachment 3 - Selection Questionnaire and Evaluation Guidance, and Attachment 4 - Award Questionnaire and Evaluation Guidance;
Maximum Score Available	means the maximum potential score (weighting) that can be awarded for a response to a question as set out in the table at paragraph 10.5.4;
Occasion of Tax Non-Compliance	<p>Means (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:</p> <ol style="list-style-type: none"> <li>1. a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</li> <li>2. the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or</li> </ol> <p>(b) the Supplier's tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a penalty for civil fraud or evasion.</p>
OJEU Contract Notice	means the advertisement for this Procurement issued in the Official Journal of the European Union;
Potential Provider	has the meaning in paragraph 6.3;
Price Evaluation	means part of the Award Stage used to evaluate the charges tendered by a Potential Provider;
Price Score	means the score awarded to a Potential Provider at the conclusion of the Price Evaluation process calculated in accordance with paragraph 10.6.6;
Procurement	means the process used to establish a Contract that facilitates the supply of the Services to Contracting Authorities as described in the OJEU Contract Notice;

Public Contracts Directive	means Directive 2014/24/EU of the European Parliament and of the Council;
Quality Evaluation	means the qualitative evaluation of a Tender undertaken during the Award Stage;
Quality Score	means the score awarded to a Potential Provider at the conclusion of the Quality Evaluation process calculated in accordance with paragraph <u>10.6.310-5.4</u> ;
Regulations	means the Public Contracts Regulations 2015 <a href="http://www.legislation.gov.uk/uksi/2015/102/contents/made">http://www.legislation.gov.uk/uksi/2015/102/contents/made</a>
Selection Questionnaire	means the selection questionnaire set out in the e-Sourcing Suite as replicated in Attachment 3 Participation Requirements and Selection Questionnaire Guidance;
Selection Stage	has the meaning in paragraph 9;
Small Medium Enterprise or SME	means an economic organisation falling within the category of micro, small and medium-sized enterprises defined by the Commission Recommendation of 6 May 2003. See also <a href="http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/">http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/</a> ;
Standstill Period	has the meaning as set out in paragraph 11.6;
Sub-Contractor	means a third party which: <ul style="list-style-type: none"> <li>a) provides the Goods and/or Services (or any part of them);</li> <li>b) provides facilities or services necessary for the provision of the Goods and/or Services (or any part of them); and/or</li> <li>c) is responsible for the management, direction or control of the Goods and/or Services (or any part of them);</li> </ul> pursuant to the Contract
Supplier	means a Potential Provider with whom the Authority has concluded the Contract;
Tender	means the Potential Provider's formal offer in response to the Invitation to Tender;
Tender Clarifications Deadline	means the time and date set out in paragraph 4.2 for the latest submission of clarification questions;
Tender Submission Deadline	means the time and date set out in paragraph 4.2 for the latest uploading of Tenders; and
Voluntary Community Social Enterprise or VCSE	means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.