

Dynamic Purchasing System (DPS) - Invitation to Participate

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DPS TITLE	Provision of Local Bus Services and School Bus Services in Lancashire
DPS OPEN PERIOD:	27 JANUARY 2020 TO 31 DECEMBER 2029
VERSION	1.0

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1 DEFINITIONS AND INTERPRETATIONS

In this Invitation to Participate ("ITP") except where the context otherwise requires, the following words and expressions shall have the following meanings:

"Authority"	means Lancashire County Council;
"Award Criteria"	means the criteria that Tenders will be evaluated against at mini-competition stage, as further detailed in section 3.7 of the ITP and which may be further refined in the ITT;
"Award Stage Questionnaire"	means any method statement or project-related assessment questions that may be asked at mini-competition stage;
"Business Days"	means Monday to Friday excluding United Kingdom bank holidays;
"Call-off Terms and Conditions" or "COTC"	means the terms and conditions in Schedule 5 of the DPS Agreement;
"Categories"	means the Services that have been divided into the lots depending upon type of service, vehicle required, and where appropriate, further sub-divided into geographical areas;
"Clarifications Log"	means a list of clarifications and Authority responses, published on the e-tendering portal;
"Competed Services"	means the competed services set out in Part 1 of Schedule 1 of the DPS Agreement;
"Contract"	means a legally binding agreement (made pursuant to the provisions of the DPS Agreement) for the provision of Services made between the Authority and the Service Provider comprising a Service Instruction Form, its appendices and the Call-off Terms and Conditions (as may be amended pursuant to clause 4.3 of the DPS Agreement);
"DPS"	means dynamic purchasing system;
"DPS Agreement"	means the terms of the agreement to be made between the Authority and the Service Provider as a condition of the appointment of the Service Provider by the Authority as an eligible service provider to join the Authority's DPS for provision of local and school bus services in Lancashire (following the Service Provider's submission of the standard selection questionnaire submitted to the Authority);

"DPS Provider"	means the Service Provider and other service providers appointed as providers through the Authority's DPS for Local and School Bus Services in Lancashire;
"Evaluation Criteria"	means the criteria SQ Submissions and Tenders will be marked against, as further detailed in the document titled 'Evaluation Criteria – Selection and Award';
"FOIA"	means Freedom of Information Act 2000 or any such regulation succeeding it;
"ITP"	means this Invitation to Participate in the Authority's DPS for local and school bus services in Lancashire;
"ITT"	means the Invitation to Tender for Competed Services;
"PCR 2015"	means the Public Contracts Regulations 2015 or any such regulation succeeding it;
"Request to Participate" or "RTP"	means the standard selection questionnaire submitted by the Service Provider in response to this ITP;
"Service Instruction"	Means the Authority's Service instruction specification and request for a Tender which shall be issued by the Authority according to the procedure set out in the DPS Agreement;
"Selection Criteria"	means the selection criteria that Service Providers must meet to be eligible to be appointed to a Category(s) on the DPS, as described in the document titled 'Evaluation Criteria – Selection and Award';
"Services"	means the bus services to be performed under Contracts awarded via the DPS and shall where the context admits include any materials articles and goods provided together with the services;
"Service Provider"	means the organisation or individual applying to join this DPS;
"Passenger or passenger"	means an individual requiring Services as detailed in a Service Instruction;
"SQ"	means the standard selection questionnaire that service providers must complete and submit in response to this ITP;
"Submission"	means a Tenderers submitted SQ or Tender;

"Tender"	means the Service Provider's submission including its price in response to a Service Instruction;
"Tenderer"	means the organisation or individual applying to join this DPS and/or submitting a Tender;
"Tender Evaluation Model"	means the method of evaluating Tenders as set out in paragraph 5 of this ITT;
"Timetable"	means the list of key dates for this procurement provided in Paragraph 3 of this ITP, which may change from time to time;
"TUPE"	means Transfer of undertakings (Protection of Employment) Regulations 2006 SI2006/246) or any such regulation succeeding it;

2 INTRODUCTION AND BACKGROUND

2.1 Introduction to the Authority

Lancashire County Council is the fourth largest Local Authority in England and Wales and employs approximately 35,000 staff. It serves a population of 1.1 million which is rich in cultural diversity, and covers an area of 3,070 sq. km.

Further information about Lancashire County Council can be found at:
<http://www.lancashire.gov.uk>

The Authority is conducting the procurement using a Dynamic Purchasing System (DPS) procedure in accordance with the requirements of the Public Contracts Regulations 2015 (*SI 2015/102*) (PCR 2015) for the purpose of procuring the Services.

This ITP contains further information about the procurement process, the Services, and assessment questions for Tenderers to complete.

2.2 Dynamic Purchasing System

A Dynamic Purchasing System (DPS) is a completely electronic system used to purchase commonly used goods, works or services. The DPS may be divided into categories of products, works or services commonly sometimes referred to as lots.

A DPS follows a two stage process:

- **Stage 1:** The first stage is concerned with setting up the DPS. Under this stage Tenderers are invited to apply for inclusion on the DPS (i.e. this Invitation to Participate). Tenderers complete and submit a response in the form of the standard selection questionnaire (SQ), and those who meet the Selection Criteria and who are not excluded will be admitted onto the DPS as a DPS Provider for the Category(s) that they have applied for.

Stage 2: The second stage is more commonly referred to as a mini-competition stage. Following acceptance onto the DPS, the Authority will invite all DPS Providers within a relevant Category to bid for a specific local or school bus contract by issuing an Invitation to Tender (ITT) for a specific Service. Tenders will be evaluated according to the Award Criteria, which may be more specially refined in the ITT, and a Contract awarded to the winning bidder.

2.3 Scope of the Project

The Authority procure local and school bus services in Lancashire. The Transport services are arranged and funded by Lancashire County Council.

In addition the services include local bus services across the county and into adjoining local authority areas that are complimentary to bus services provided on a commercial basis and the provision of home to school journeys within Lancashire and surrounding areas.

To be appointed onto the DPS suppliers must hold specific operator licences for PSV transport services and meet minimum quality standards covering a range of areas including Insurance, vehicles, contract standards, driver training and appropriate clearance and customer care.

Services are developed by the Public and Integrated Transport Team and are let as individual contracts. These are tendered by way of a mini-competition between the appointed suppliers, mini-competitions are usually based on lowest price though the service may wish to introduce quality elements to mini-competitions in future.

There are approximately 237 contracts delivered by 47 suppliers with an estimated annual value of £14,000,000

The Authority's requirements for Services are more specifically detailed in the DPS Agreement, Call-Off Terms and Conditions, and specific Service Instruction.

2.4 Value of the Dynamic Purchasing System

The anticipated value of the Services to be procured through the DPS is approximately £140 million over the lifetime of the DPS.

Note: details of value or potential future uptake is given in good faith. They should not be interpreted as an undertaking that this will be the value of the Services and do not form part of the Contract.

The Tenderer shall be assumed to have taken account of the implications of the minimum wage as required under the National Minimum Wage Regulations 2015 (SI 2015/621) in the preparation of its Submission.

2.5 DPS Term

The Authority is seeking to establish a DPS with Service Providers who meet the Selection Criteria.

The DPS period will be approximately 10 years.

The anticipated Commencement Date is 27 January 2020, with mini-competitions for Competed Services to start from 01 March 2020. The end date of the DPS will be 31 December 2029 unless otherwise terminated earlier by the Authority.

2.6 Categories

The Services have been divided into the following Categories depending upon type of service required.

Tenderers are invited to provide a SQ Submission to join all or any of the Categories as they so wish.

DPS Providers may, during the lifetime of the DPS:

- request to participate in another Category or Categories they are not currently appointed to (subject to submitting a revised SQ Submission);
- request to leave a Category or Categories they are currently appointed to; and
- request to leave the DPS completely.

Category 1: Local Bus Services

Category 2: School Bus Services

2.7 Purpose and scope of this ITP

This ITP:

- Asks Tenderers to submit their SQ in accordance with the instructions set out in the remainder of this ITP.
- Sets out the overall timetable and process for the procurement to Tenderers.
- Provides Tenderers with sufficient information to enable them to submit a compliant SQ (including providing templates where relevant).
- Sets out the Selection Criteria that will be used to evaluate SQ Submissions.
- Explains the administrative arrangements for the receipt of SQ Submissions and subsequent Tenders.
- Sets out the Award Criteria that will be used to evaluate Tenders and the award of Contracts following mini-competition.

2.8 Clarifications about the Services or ITP/ITT

Any clarifications relating to this ITP or an individual Invitation to Tender (ITT) should be submitted through the e-tendering portal as described in [paragraph 4.1](#).

The Authority will respond to all reasonable clarifications regarding ITP/ITT as soon as possible through publishing the Tenderers' questions and the Authority's response

to them. Clarification responses relating to this ITP will be published on the DPS webpage displayed on the Authority [website](#) under the document titled FAQs. Clarifications relating to individual ITTs will be published on the e-tendering portal (**Clarifications Log**) for that specific ITT.

If a Tenderer wishes the Authority to treat a clarification as confidential and not issue the response to all potential Tenderers, it must state this when submitting the clarification. If, in the opinion of the Authority, the clarification is not confidential, the Authority will inform the Tenderer who will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all potential Tenderers.

The deadline for receipt of clarifications relating to the Services or this ITP is set out in [paragraph 3.1](#). Tenderers are advised not to rely on communications from the Authority in respect of the Services or ITP unless they are made in accordance with these instructions.

2.9 Clarifications about the contents of the Submission or Tender

The Authority reserves the right (but is not obliged) to seek clarification of any aspect of a Tenderer's SQ Submission or Tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation.

Tenderers are asked to respond to such requests promptly. Vague or ambiguous answers are likely to score poorly or render the SQ Submission or Tender non-compliant.

Clarification requests may be undertaken via electronic means or where necessary, attendance by the Tenderer's representative to Authority premises at County Hall, Fishergate, Preston, PR1 8XJ.

2.10 Prevent Duty for Local Authorities

The Service Provider will have due regard to the need to prevent people from being drawn into Terrorism in line with the 'Prevent Duty for local authorities' within the Counter Terrorism and Security Act 2015. For further information, refer to this [link](#).

3 TENDER TIMETABLE

3.1 Key dates

This procurement will follow a clear, structured and transparent process to ensure a fair and level playing field is maintained at all times, and that all Tenderers are treated equally.

The key dates for this procurement (**Timetable**) are anticipated to be as follows:

Event	Date
DPS open (Issue of ITP and OJEU Contract Notice)	27 January 2020

DPS ITP Clarifications	No deadline – clarifications may be asked at any time
SQ Submission Return Deadline	Anytime between 27 January 2020 to 31 December 2029
Mini-competitions (ITTs) to be issued to DPS Providers	Anytime from 01 March 2020 onwards
DPS close	31 December 2029

Any changes to the procurement Timetable shall be notified to all Tenderers as soon as practicable.

3.2 Tenderers' Briefing

The Authority may hold periodic briefings for Tenderers throughout the term of the DPS. When these are to be held and details on how to attend will be separately advertised on the webpage for the DPS displayed on the Authority [website](#). Tenderers are recommended to attend one of these sessions if they need support in any aspect of the DPS.

3.3 Deadline for receipt of SQ Submission

Responses to this ITP must be returned in the manner prescribed under Paragraph 4.1 before the SQ Submission Return Deadline (i.e. at any time between the DPS open date and DPS close date). The Authority may, in its own absolute discretion reduce or extend the DPS close date and in such circumstances the Authority will notify all Tenderers and DPS Providers of any change. Deadline for receipt of Tenders for mini-competitions will be communicated to DPS Providers in the specific ITT.

3.4 Not Used

3.5 Not Used

3.6 Notification of appointment to DPS

In accordance with Regulation 34(18) of PCR 2015, the time period for the evaluation of initial SQ Submissions received prior to February 2020 will be extended 20 Working Days, following which the Authority will notify the Tenderer of the outcome of their SQ Submission. Thereafter, and during the duration of the DPS, the Authority will inform Tenderers of the outcome of their SQ Submission within 10 Working Days of receipt of SQ Submission, which may be extended to 15 Working days in individual circumstances.

3.7 Award of Contracts

The Authority shall award each Contract under this DPS following a competitive tendering exercise between appointed DPS Providers.

All DPS Providers appointed to the relevant Category will be invited to take part in a mini-competition by receiving an Invitation to Tender (ITT) for a specific Service applicable to the Category(s) they have been appointed to.

In response to the ITT, Tenderers may bid for the Service by submitting a Tender.

The Award Criteria for all Contracts will be on the basis of the offer that is the most economically advantageous to the Authority after evaluation of the Tenders.

Tenders will be evaluated according to the specific evaluation methodology applicable to the Authority's relevant ITT. Further details regarding the Award Criteria and evaluation methodology that will be used can be located in the document titled 'Evaluation Criteria – Selection and Award'.

3.8 SQ Submission Debrief

The Authority will inform unsuccessful Tenderers of the reason for their SQ Submission not being successful at the time of notifying Tenderers of the outcome of their SQ Submission. Tenderers may opt to reapply to join the DPS at any time during the term of the DPS by submitting a new or revised SQ Submission.

4 SQ SUBMISSION / TENDER COMPLETION INFORMATION

4.1 Formalities

All documents comprising the SQ Submission must be completed and uploaded to the e-tendering portal by the SQ Submission Return Deadline.

For a SQ Submission, Tenderers must submit:

- A completed and signed Selection Questionnaire (SQ).

For a Tender Submission, all documents comprising the Tender must be completed and uploaded to the e-tendering portal by the Tender Return Deadline specified in the specific ITT unless otherwise instructed in the ITT.

4.2 Electronic SQ Submission/Tender Returns – Oracle iSupplier Portal

This ITP (and any subsequent ITTs) was advertised as being available to potential Tenderers through the Authority's electronic tendering (e-tendering) system, the Oracle iSupplier Portal.

Tenderers are required to submit their SQ Submission/Tenders through this same portal, via the Sourcing module within their account:

www.lancashire.gov.uk/isupplier

Use of this portal does not require the purchase of high specification IT equipment or connections, nor high level personal IT skills/capabilities. Access to the portal and advice/training is free of charge. However, please note the help and assistance provided is to assist Tenderers on use of the e-tendering system and the assistance

does not extend to basic IT skills or training. Unfortunately therefore we will not be able to assist non-PC users in how to use the e-tendering system.

Use of the Authority's e-tendering system will benefit Tenderers in terms of efficiency and cost savings when compared with hard copy tender submissions. The Authority is committed to utilising this system for all current and future business/procurement opportunities. Users only need register (for free) with the system once to obtain long term access to the Authority's tendering opportunities.

Support

There is a varied range of on-line help sessions aimed at guiding Tenderers through the portal and process. This is further supplemented by the FAQ section which contains help and instructions. There is also a 'Quick Guides' section which includes 'Contracts' and 'Sourcing' Quick Guides. These Quick Guides are intended to support the more in depth Online Learning which Tenderers should familiarise themselves with.

The on-line learning is available via the links below. Please review the lessons in the section titled 'Sourcing Supplier'

www.lancashire.gov.uk/isupplier

You may also find the DPS specific User Guides located on the Provision of Local and School Bus Services in Lancashire – Dynamic Purchasing System page via the link below useful:

www.lancashire.gov.uk/business/tenders-and-procurement/tenders/

The contact details for advice or assistance relating to the use of the e-tendering system are:

E-tendering Help Desk

Telephone Number: 01772 534966

Normal support line hours are between 9am and 5pm, Monday to Friday

It is the responsibility of the Tenderer to ensure that the contact information it has entered for its organisation within iSupplier is accurate and kept up to date. Important notification messages relevant to this or other tender opportunities may not be received by a Tenderer should the contact information be inaccurate. The Authority cannot be held responsible for any inaccurate or incomplete information entered into the electronic tendering system by a Tenderer.

If at any stage a Tenderer needs to update the contact information held for its organisation this can be completed via the Oracle iSupplier Portal. The Authority is under no obligation to respond/follow up on automated 'out of office' responses that it may receive from a tenderer.

Any queries regarding the tender documents or the tender content should be directed via the e-tendering portal using the 'Online Discussion' function.

Electronic Tender Returns – The Tender Submission

The Tender Return Deadline will be detailed on the e-tendering system. Please allow sufficient time to complete and submit your Tender whilst you become familiar with the portal and how it operates. **No extensions will be given to the Tender Return Deadline due to any potential Tenderer being unfamiliar with, or making mistakes in respect of the portal.**

All aspects (documents/attachments/responses) of the Tender can and must be submitted via the e-tendering system.

The Authority will not accept email or hard copy/paper SQ or Tender returns in relation to this ITP or any ITT and you must submit your SQ Submission/Tender electronically via the e-tendering portal.

You are not permitted to return by email or postal service any element of your Tender unless explicitly told by the Authority that you can do so. To do so without Authority approval may result in your Tender being disqualified.

You *are* permitted to re-send your SQ Submission/Tender again electronically via the e-tendering portal should you realise you have made an error or submitted an incomplete bid as long as you re-submit it before the Tender Return Deadline. You must return ALL of the documents again – not just the amended or extra documents. Your most recent submission will be taken as your final Submission/Tender.

The following requirements must be adhered to when submitting Tenders:

- Any additional pre-existing material which is necessary to support the Tender should be included with cross-references to this material whenever this is relevant.
- Where documents are embedded within other documents, Tenderers must upload separate copies of the embedded documents.
- The Tender must be in English and drafted in accordance with the drafting guidance set out in this ITT.
- Tenderers should use font type: Arial, font size: 10pt-12pt.
- Line spacing must be single space or more.

The SQ Submission/Tender must be clear, concise and complete. The Authority reserves the right to mark a Tenderer down or exclude them from the procurement if its SQ Submission/Tender contains any ambiguities, caveats or lacks clarity. Tenderers should submit only such information as is necessary to respond effectively to this ITP and any subsequent ITT.

Tenders will be evaluated on the basis of information submitted by the Tender Return Deadline.

Where the Tenderer is a company, the SQ Submission must be signed by a duly authorised representative of that company, and any subsequent Tenders must be submitted by a duly authorised representative of that company.

Where the Tenderer is a consortium, the SQ Submission must be signed by the lead authorised representative of the consortium, which organisation shall be responsible for submitting Tenders and the performance of any awarded Contracts.

In the case of a partnership, all the partners should sign or, alternatively, one only may sign, in which case he must have and should state that he has authority to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership.

In the case of the sole trader, he should sign and give his name in full together with the name under which he is trading.

4.3 Word or Character Limits

The Authority reserves the right to set a limit upon the size of a Tenderers response to any question in an Award Stage Questionnaire by setting a maximum limit to the number of words or characters per question response. Where a limit is set, this will be indicated in the question *and will include spaces* if a character limit is set.

Where a word or character limit has been set for a question, please use the table provided at the end of each response to indicate a word or character count (the number of words or characters in the response). When specifying your word or character count you must include all words or characters used as part of your answer to that question, including spaces and those words or characters contained within any tables, flow charts, maps, process diagrams, pictures and spreadsheets.

Tenderers are reminded that undefined or unclear abbreviations may render their response ambiguous and unable to achieve a higher score that might otherwise have been awarded.

In circumstances where the word or character limit has been exceeded the Authority reserves the absolute discretion to take such action as it deems appropriate and proportionate which may include curtailing responses to the published character limit (and discarding the remainder) or disqualification of the Tender in its entirety.

Where it appears that a Tenderer has tried to gain an unfair advantage and distort competition the subsequent Tender may be deemed non-compliant. Any non-compliant Tender may be excluded from the evaluation process.

4.4 Not used

4.5 Submission of Tenders

Each Tenderer must submit one Tender. The Tender must meet the Authority's minimum requirements, operate as a standalone bid and not be dependent on any

other bid or any other factors external to the Tender itself. That is, the Tender must be capable of being accepted by the Authority in its own right.

4.6 Not used

4.7 DPS Agreement

The draft DPS Agreement that the Authority proposes to use is attached on the Authority website as document titled 'DPS Agreement' (see Section 9). By submitting a SQ Submission, Tenderers are agreeing to be bound by the terms of this ITP and the terms of the DPS Agreement without further negotiation or amendment.

The Authority **cannot** accept any qualifications to this ITP or any subsequent ITT.

A qualification is a restriction or condition which the Tenderer attaches to their SQ Submission or Tender.

Any qualifications recorded in the submitted documentation may result in your SQ Submission or Tender being disqualified.

All requests for clarification on any terms and conditions within this DPS must be made in writing in accordance with paragraph 2.8. The Authority will consider whether any amendment to the terms and conditions is required. Any amendments shall be published through the Clarifications Log and shall apply to all Tenderers.

4.8 Documents forming the Contract

The following documents shall form part of the Contract awarded following a mini-competition for Competed Services between the Authority and a successful DPS Provider, made pursuant to the DPS Agreement:

- Service Instruction Form and its appendices
- Call-off Terms and Conditions
- Service Provider Tender

In the event that the Authority does not receive acknowledgment from a successful DPS Provider within **2 Business Days** of the decision to award the Contract to them, the Authority reserves the right to award the Contract to the DPS Provider submitting the next highest scoring bid.

4.9 Simultaneous Competition, Consortia and Subcontractors

The Authority requires all Tenderers to identify whether and which subcontracting or consortium arrangements apply in the case of their Tender, and in particular specify the share of the Contract it intends to sub-contract, any proposed sub-contractors, and precisely which entity they propose to be the Service Provider.

4.9.1 Simultaneous Competition

Where a Tenderer is affiliated to more than one bidding model for example; Consortia, Subcontracting arrangements, Special purpose vehicles, or as an Individual Tenderer, then the Tenderer is under an obligation to ensure that such arrangements do not detract from its ability to service any contracts awarded in the event that it is successful in being appointed under more than one bidding model.

4.9.2 Consortia and Subcontractors

For the purposes of this ITT, the following terms apply:

- **Subcontracting arrangement.** Groups of companies come together specifically for the purpose of bidding for appointment as the Service Provider but envisage that one of their number will be the Service Provider, the remaining members of that group will be subcontractors to the Service Provider:
 - Essential subcontractors must individually complete Parts 1 and 2 of the Selection Questionnaire. Notwithstanding that the Tenderer will submit a composite response on behalf of all parties to Part 3 of the Selection Questionnaire, satisfactory responses must be received in respect of essential subcontractors in order for the tender to proceed to the evaluation stage.
- **Consortium arrangement.** Groups of companies come together specifically for the purpose of bidding for appointment as the Service Provider. It is recognised that the Tenderer need not necessarily be a single economic operator and that Tenderers may wish to partner up to jointly provide the Services required. Please note the same expectations will be placed on the consortium as a single Service Provider. The Authority will consider Tenders from consortia with the following caveats:
 - The Authority will only contract with one lead member or special purpose vehicle, who will need to be identified in section 1.2 of the Selection Stage Questionnaire;
 - All consortium members will have joint and several liability – each member is responsible for the actions and omissions of each other;
 - In the event of a consortium bid all members must be named and the Authority reserves the right to approve the contractual relationship between the consortium members including but not limited to any applicable dispute resolution procedure;
 - Payments will be made by the Authority to the lead member only. The lead member is then responsible for administering payments to the rest of the consortium members;
 - The performance of any consortium member will affect and apply to the entire consortium. Poor performance is the responsibility of the consortium and the Authority may issue sanctions against the consortium based on the actions of one member;

- Each member of the consortium must individually complete Parts 1 and 2 of the Selection Criteria Questionnaire. Notwithstanding that the lead member of the consortium will submit a composite response on behalf of all consortium members to Part 3 of the Selection Criteria Questionnaire, satisfactory responses must be received in respect of all consortium members in order the consortium to proceed to the evaluation stage.
- Parts 3 of the Selection Criteria Questionnaire must be completed by the lead member of the consortium on behalf of all consortium members.

4.10 Warnings and disclaimers

While the information contained in this ITP and any subsequent ITT is believed to be correct at the time of issue, neither the Authority, its advisors, nor any other awarding authorities will 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 appendices) or ITT and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Authority.

If a Tenderer proposes to enter into a Contract with the Authority, it must rely on its own enquiries and on the terms and conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.

Neither the issue of this ITP or any subsequent ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual arrangement.

4.11 Confidentiality and Freedom of Information

This ITP and any subsequent ITT is made available on condition that its contents (including the fact that the Tenderer has received this ITP or ITT) is kept confidential by the Tenderer and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Tenderer to submit a SQ Submission or Tender.

As a public body, the Authority is subject to the provisions of the Freedom of Information Act 2000 (FOIA) in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.

Tenderers should be aware that, in compliance with its transparency obligations, the Authority routinely publishes details of its contract(s), including the contract values and the identities of its suppliers on its website without consulting the provider of that information.

The Authority shall treat all Tenderers' responses as confidential during the procurement process.

Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of FOIA, which permits certain information to be withheld, for example where disclosure would be prejudicial to a party's commercial interests, and in accordance with the Authority's transparency obligations.

Therefore, Tenderers are responsible for ensuring that any confidential or commercially sensitive information, the disclosure of which would be likely to diminish the Tenderer's competitive edge, has been clearly identified to the Authority.

4.12 Publicity

No publicity regarding the Services or the award of any Contract will be permitted unless and until the Authority has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any SQ Submission or Tender, its contents or any proposals relating to it without the prior written consent of the Authority.

4.13 Tenderer conduct and conflicts of interest

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 their Tender 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.
- Enter into any agreement or arrangement with any other person as to the form or content of any other Tender, 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 Tender.
- Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender.
- Canvass the Authority or any employees or agents of the Authority in relation to this procurement.
- Attempt to obtain information from any of the employees or agents of the Authority or their advisors concerning another Tenderer or Tender.

Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and its advisors, and the Authority and its advisors. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Authority.

The use of a bid writer or similar service does not alleviate any requirement set out in this section. Where a bid writer or similar service is used the Tenderer must take all reasonable steps to prevent the distortion of competition or conflicts of interest arising. As such Tenderers may have a preference for services that offer exclusivity in the context of this procurement exercise.

4.14 Authority's rights

The Authority reserves the right to:

- Waive or change the requirements of this ITP and any subsequent ITT from time to time without prior (or any) notice being given by the Authority.
- Seek clarification or documents in respect of a Tenderer's SQ Submission or Tender.
- Disqualify any Tenderer that does not submit a compliant SQ Submission or Tender in accordance with the instructions in this ITP or any subsequent ITT.
- Disqualify any Tenderer that is guilty of serious misrepresentation in relation to its Tender, expression of interest, the SQ or the tender process.
- Withdraw this ITP or any subsequent ITT at any time, or to re-invite SQ Submissions or Tenders on the same or any alternative basis.
- Choose not to award any Contract or Lot as a result of the current procurement process.
- Make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

4.15 Bid costs

The Authority 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 Authority.

4.16 Guarantees

The Authority may have qualified the Tenderers on the assumption that, where the Tenderer is an operating company, it will be guaranteed by the parent company. As a result, the Authority may require each Tenderer to confirm the identity of the guarantor of its obligations under any Contract(s). This guarantor should be the ultimate parent company of the Tenderer, except in exceptional circumstances. In the case of consortia, the Authority will require confirmation that the consortium will provide either a parent company guarantee from the lead consortium member or an equivalent level of security.

5 TENDER EVALUATION MODEL

5.1 Evaluation Criteria

The evaluation of SQ Submissions and any subsequent Tenders will follow the guidelines set out within the document titled 'Evaluation Criteria - Selection and Award'.

5.2 Not used

5.3 Social Value Policy

The Public Services (Social Value) Act 2012 places an obligation on the Authority to consider how what is being procured will improve the economic, social and environmental well-being of our local area. The Authority is seeking to increase Social Value in all goods, works and services that it procures and therefore Social Value may form part of the Award Criteria evaluation. Details about what Social Value means to the Authority can be found [here](#).

6 TUPE

6.1 Status of TUPE

The Authority does not make any express or implied warranty or representation concerning the application or non-application of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) (TUPE) to any Contract. If you are unsure on the application of TUPE and your obligations you should seek professional advice.

It is at your own risk that this judgement is made. If the position in regard to TUPE is subsequently held to be different to the position taken by a successful Tenderer in their Tender then they must proceed as per the proposals (including costs) contained in that Tender, or the Tender will be considered as having been withdrawn. In the latter situation the Authority will award to the next highest scoring tender.

Any queries specifically related to TUPE information should be raised using the online discussion function.

7 ASSESSMENT QUESTIONS FOR COMPLETION BY TENDERERS

Please refer to the document titled 'Selection Questionnaire'

8 USEFUL CONTACTS

Queries relating to a request to participate in this DPS:

Lancashire Procurement Service: contracts.corporate@lancashire.gov.uk

Queries relating to Service instructions / contracts:

Local Bus Services

Ashley Weir

Principle Transportation Officer
Bus Services & Developments
Telephone – 01772 534564
Busservices@lancashire.gov.uk

School Bus Services

Jacqueline Day
Principle Transportation Officer
School Bus Services
Telephone – 01772 534565
Busservices@lancashire.gov.uk

DBS Administration Team:

Lee Dalton: tel: 01772 534 490
Peter Dennett: tel: 01772 534 572
or email: busandtaxiidbadge@lancashire.gov.uk

9 LIST OF DOCUMENTS

The section contains a list of documents associated with the provision of local and school bus services in Lancashire - dynamic purchasing system.

These documents should be available to view and download by clicking on the provision of local and school bus services in Lancashire - dynamic purchasing system link from the Authority website:

www.lancashire.gov.uk/business/tenders-and-procurement/tenders/

Please email contractscorporate@lancashire.gov.uk if you are unable to locate any of these documents.

INVITATION TO PARTICIPATE

- Invitation to Participate (this document)
- Selection Questionnaire (SQ)
- Evaluation Criteria – Selection and Award
- FAQs

DPS AGREEMENT

- DPS Agreement

CALL-OFF TERMS AND CONDITIONS (COTC)

- COTC for Service Instructions
- COTC Schedule 1 Main Body (General Specification)
- COTC Schedule 1 Appendix 1 – (Part 1) CCTV Guidelines
- COTC Schedule 1 Appendix 1 – (Part 2) RTPI AVL Guidelines
- COTC Schedule 1 Appendix 2 – Health and Safety
- COTC Schedule 1 Appendix 3 – Safeguarding and Contract Compliance
- COTC Schedule 1 Appendix 4 – Standard Conditions of Carriage
- COTC Schedule 1 Appendix 5 – DBS Information
- COTC Schedule 1 Appendix 6 – Recruitment Information
- COTC Schedule 1 Appendix 7 – Drivers Handbook

USER GUIDES

- Dynamic Purchasing System Overview
- How to join the DPS