

Our ref: 02578-2020

Date: 07/07/2020

Dear Sirs,

eScooter trial Scheme within the West Midlands – TENDER REFERENCE: 02578-2020

Bravo Project Reference: 350 - eScooter trial Scheme within the West Midlands

This Invitation to Tender ("ITT") has been made available to all organisations that have expressed an interest in tendering for the above opportunity via our e-tendering portal.

This Invitation to Tender ("ITT") has been produced to enable WMCA to evaluate the solutions and services offered by bidders and identify the bidder(s) which best meet its needs.

Alongside this letter the ITT consists of:

- Contract Clauses;
- Contract Schedules (Schedule 2 contains the specification, trial zone descriptions and operational playbook).
- Qualification (minimum requirements), Technical and Commercial Envelopes in WMCA's BravoSolution e-tendering system
- Documents from Market Engagement – please see Market Engagement Folder within Bravo

This letter sets out an overview of WMCA's requirements, details of how tenders will be evaluated and the terms and conditions that apply to this procurement process.

Bidders are invited to submit their response to this ITT by the closing date of **12 noon on 29th July 2020**.

DETAILS OF REQUIREMENT

West Midlands Combined Authority (WMCA) and Transport for West Midlands (TfWM) are pleased to invite bidders to take part in an exciting opportunity to run an eScooter trial Scheme within the West Midlands (Scheme).

In a wider initiative to promote walking and cycling as part of a green and healthy recovery from COVID 19 the Secretary of State for Transport announced the acceleration of eScooter trials planned for 2021.

This trial Scheme represents an opportunity to understand the potential role of electric scooters in the mobility ecosystem of the West Midlands. The Department for Transport (DfT) issued further guidance for undertaking eScooter trials on the 8 June 2020 and this guidance and any subsequent national guidance and/or legislation will also directly inform the design, implementation and operation of the trial Scheme.

The opportunity is a concession arrangement to operate an eScooter trial Scheme in the West Midlands Combined Authority area. The concession arrangement is below the threshold for the Concession Contracts Regulations 2016 (CCR2016) and accordingly the WMCA and TfWM have elected to issue an OJEU notice voluntarily in order to facilitate cross border interest in the trial Scheme. The procurement process will adhere to the relevant principles of the CCR2016 and the procurement timetable and process itself is predicated on an equitable but flexible approach.

The scope of the trial Scheme is comprised of a Core Area and Potential Additional Area. The outcome of this procurement is to appoint one or a maximum of two Service Providers to provide services in the Core Area. Should the WMCA and TfWM be minded to expand the trial Scheme to the Potential Additional Area the selected Service Provider(s) appointed will be requested to extend operations, subject to the appropriate contractual mechanisms being observed.

The **Core Area** comprises the following three Zones:

- Zone 1 - Birmingham (1 trial area in Zone)
- Zone 2 - Coventry, Kenilworth & Solihull (2 trial areas contained in the Zone)
- Zone 3 - Wolverhampton, Walsall & Sandwell (3 trial areas contained in the Zone)

Each of the Zones has designated trial areas. It is possible that further trial areas may be added to one or more of the Zones during the course of the arrangement at the discretion of the WMCA and TfWM.

The Potential **Additional Area** comprises:

- Dudley
- Warwick & Leamington
- West Birmingham extension also linking to Sandwell area.
- Other as yet unspecified areas within the West Midlands Combined Authority constituent or non-constituent authority areas

To confirm, the number and scope of the possible trial areas within in the Potential Additional Area is at the sole discretion of WMCA/TfWM with relevant input from DfT (as necessary).

Full details of the requirements are within the separately attached Contract Schedules (Schedule 2 contains the specification, trial zone descriptions and operational playbook).

If WMCA selects two Service Providers to deliver the trial Scheme, they will each be required to collaborate with each other to support the success of the overall trial Scheme. Consequently, they will be required to enter into an Interface Agreement (a copy of which is included with the Terms and Conditions of Contract) which will govern the collaboration between the parties. In particular the Interface Agreement will require each Service Provider to perform the obligations under its contract so as not to hinder the other Service Provider's performance under the other contract and to cooperate with the other to facilitate performance of both contracts.

PROGRAMME

The deadline for return of tenders is **12:00 Noon on 29th July 2020**.

The indicative procurement timetable is set out below. This is intended as a guide only and whilst WMCA does not intend to depart from the timetable, it reserves the right to do so at any time.

Activity	Start Date
Deadline for ITT Clarification Requests	12:00 noon 21 st July 2020
Tender Submission Deadline	12:00 noon 29 th July 2020
Provision award announced - Standstill letters issued	Week Commencing 10 th August
Trial Start Date	Week Commencing 24 th August 2020

WMCA will be applying a 10-day standstill period between the announcement of the provisional award decision and in entering into contract with the successful bidders(s).

QUERIES FROM BIDDERS

The point of contact for all bidders throughout this procurement process is via WMCA's Bravo eTendering system (<https://wmca.bravosolution.co.uk>) using the message/correspondence feature except as otherwise advised by WMCA from time to time.

Bidders should refrain from using any other forms of direct communication other than the Bravo eTendering message/correspondence feature during a tender provision as this reduces the effectiveness of the audit trail. For the avoidance of doubt, WMCA will not accept any telephone clarifications from any bidder in any circumstance whatsoever.

All questions and requests for clarification or further information from bidders may only be made, and will only be entertained, if made by 12 noon on 21st July 2020. WMCA reserves the right not to reply to any clarification submitted after this deadline.

On receipt of a request for clarification or further information, WMCA may, at its sole discretion, endeavour to respond to the bidder and provide such bidder with any additional information to which WMCA has access, but WMCA shall not be obliged to comply with any such request and does not accept any liability or responsibility for failure to provide any such information (and absence of a response from WMCA shall not entitle a bidder to make any particular assumptions about the matters sought to be clarified).

WMCA will endeavour to circulate responses to questions and requests for clarification or further information from bidders by 12 noon on 24th July 2020.

All such queries received, and their responses will be circulated to all bidders unless they are commercially sensitive. As a matter of course, the identity of the enquirer will not be circulated. If a bidder believes a query and/or its response is confidential, it must mark the query as "confidential". If WMCA agrees that the query and/or its response should be answered confidentially, WMCA will send a response only to the bidder that submitted the query. If WMCA is of the opinion that it would be inappropriate to answer the query/request on a confidential basis it will notify the bidder and require the bidder to either withdraw the query or to raise any objection within two (2) working days of such notification and state the grounds for its objection. If the bidder does not withdraw the query/request or raise any objection within the specified period, or if WMCA is of the opinion that, notwithstanding the objection of

the bidder, the query/request is not confidential, WMCA may issue the query and its response to all bidders.

WMCA reserves the right to amend the ITT documentation (including the terms and conditions of contract) as a result of questions which affect the overall nature of the scope. In the event of this occurring WMCA will write to all bidders with the same information and tenders will be assumed to take such amendments into account.

Any requests to amend the ITT documentation, including terms and conditions of contract, after the deadline for clarification questions and including in the post tender period, will be rejected to ensure equal treatment of bidders.

PROCEDURE FOR SUBMISSION OF TENDERS

This ITT consists of Minimum Requirements, Technical and Commercial Envelopes.

Tenders and accompanying documentation must be uploaded onto WMCA's BravoSolution e-tendering system (<https://WMCA.bravosolution.co.uk>) by 12 noon on 29th July 2020 otherwise it will not be considered.

Bidders should be aware that a 50mb file size is the maximum for individual files that the system can accommodate. Bidders wishing to submit information in excess of this file size should therefore submit multiple files.

Bidders are asked to avoid the use of punctuation in file names as their inclusion prevents WMCA downloading documents to its systems.

It is the responsibility of bidders to ensure that tenders are delivered on time and to obtain an electronic receipt via the system. WMCA shall have no responsibility in relation to tenders which are not submitted on time and reserves the right to reject any such tenders in their entirety and not consider the bidder further in the procurement process.

All tenders must be provided in English or accompanied by a full English translation.

EVALUATION

Minimum Requirements Evaluation

Bidders are required to complete WMCA's Standard Selection Questionnaire (SSQ) which can be found on the BravoSolution e-tendering system.

Responses to the minimum requirements in the SSQ must be submitted within the Qualification Envelope of the Bravo Solution Portal.

The Qualification Envelope Requirements includes selection criteria, general supplier information and PASS/FAIL questions that WMCA considers are relevant and proportionate to the subject matter of the contract and reflect WMCA's minimum suitability requirements for the contract.

A supplier must pass all PASS/FAIL questions in order for their submission to be considered further. The suitability of bidders for this contract will be assessed using the information submitted in the Qualification Envelope Requirements as follows:

A FAIL to any of the below listed criteria will indicate that the Supplier is disqualified from the process and their tender response will not be evaluated any further:

SSQ Section within Qualification Envelope of Bravo Portal	Question Detail	Weight
Part 2 SQ-2.1(a).1 – SQ-2.1(a).6, SQ-2.3(a) Grounds for Mandatory Exclusion	You may be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences listed within these questions. If you have answered yes to question 2.1(a), or 2.3(a) please provide further details. Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction, Identity of who has been convicted If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. For further guidance please see: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf	PASS/FAIL
Part 2 SQ-2.3(a) Regulation 57(3)	An answer of 'YES' to this question will result in the supplier being excluded from this process and their tender submission not being considered any further within the process.	PASS/FAIL

SSQ Section within Qualification Envelope of Bravo Portal	Question Detail	Weight
Part 2 SQ-3.1(a) – SQ-3.2(g) Grounds for Discretionary Exclusion – Part 2	The authority may exclude any Service Provider who answers ‘Yes’ in any of the situations set out in these questions For further guidance please see: https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf	PASS/FAIL
Part 3 SQ-4.1, SQ-4.1(a-c) Economic and Financial Standing	You are asked to self-certify that you can meet the economic/financial standing requirements as stated within this question section. Audited Accounts Explanation - If a Supplier states ‘NO’ to question SQ-4.1 and audited accounts are not available upon request then alternative documentation should be provided. Based on the information provided WMCA may reject a tender as non-compliant if a Service Provider is unable to provide requested audited accounts or suitable alternative means of demonstrating financial status.	PASS/FAIL
Part 3 SQ-4.2 Economic and Financial Standing	If successful in the award of this contract, please confirm that you will have funds immediately available for the upfront infrastructure costs? An answer of ‘NO’ to this question will result in the Service Provider being excluded from this process and their tender submission not being considered any further within the process.	PASS/FAIL
Part 3 SQ-7.1 Additional Questions Insurance	Service Providers are asked to self-certify whether they have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance set out within this question. An answer of ‘NO’ to this question will result in the Service Provider being excluded from this process and their tender submission not being considered any further within the process.	PASS/FAIL
Part 3 SQ – 8.2	WMCA is an accredited employer with the Living Wage Foundation and committed to paying the Living Wage (or London Living Wage where applicable) as a minimum for services including those provided by third party service providers and subcontractors.	PASS/FAIL

SSQ Section within Qualification Envelope of Bravo Portal	Question Detail	Weight
	<p>Question 8.2 asks bidders to confirm if they would be prepared to pay the real living wage if successful in winning the contract? An answer of NO to this question would result in the supplier being rejected.</p> <p>For more detail on Real Living Wage requirements, please see the note provided within 'Notes on Real Living Wage Questions' within under 'Part 3: Real Living Wage' within the qualification envelope.</p>	
Equalities	Please see the instructions as attached to the notes section of the EQUALITIES RESPONSE Guidance within the qualification envelope.	PASS/FAIL
Declaration	An answer of 'NO' to this question will result in the Service Provider being excluded from this process and their tender submission not being considered any further within the process.	PASS/FAIL

Should any bidder not meet WMCA's minimum requirements for this contract its tender will be rejected by WMCA at this stage and will not be evaluated further.

Award Evaluation

WMCA is seeking to award a contract to the most economically advantageous tender(s).

Responses to the Technical (Quality) and Commercial (Price) Envelopes will be evaluated against the following evaluation criteria:

- Price - 20%
- Quality - 80%

Full details of the Price Evaluation and Quality Evaluation are set out in the sections below.

Price Evaluation (20% Weighting)

Responses to the Price Questions must be submitted within the Commercial Envelope of the Bravo Solution Portal.

The maximum available score for price is: **20%**

Pricing will be evaluated on both a qualitative (10%) and a quantitative (10%) basis. There are seven price questions which require a qualitative response and the 10% will be split equally between them. There are six price questions which require a quantitative response and the 10% will be split equally between them.

Price Questions

General Finance Questions		
Question	Qualitative Evaluation	Quantitative Evaluation
1. What are the proposed hire costs per journey or rental period and how do you propose to manage these to ensure that the targeted outcomes of the West Midlands trial Scheme are met?	Please explain your figures and how the targeted outcomes will be measured	No quantitative response required
2. What patronage will you breakeven at during the trial Scheme: how many journeys need to be undertaken to recover all upfront costs and cost per ride?	Please explain your figures and how the targeted outcomes will be measured	No quantitative response required
3. How much physical infrastructure financing are you providing for?	No qualitative response required	Provide figure in GBP

Financial Investment Questions		
Question	Qualitative Evaluation	Quantitative Evaluation
	What is the form of the financial support and how will this be provided/discharged during the trial Term? [Max 100 words per response]	What is the financial value over the 12month period? [Please provide a value in GBP]
4. What is the minimum finance and hours of support you will commit to the promotion of the trial Scheme during the period of mobilisation and operation?		
5. What is the minimum finance you will commit to initiatives which support User training and promotion of responsible and safe use of eScooters in the West Midlands during the period of mobilisation and operation of the trial Scheme?		
6. What is the minimum finance you will commit to initiatives which directly address road safety awareness during the period of		

mobilisation and operation of the trial Scheme?		
7. What is the minimum finance you will commit to initiatives which support engagement with the most vulnerable in society including hard to reach communities, including vulnerable road users and pedestrians in the Trial Zone areas?		
8. What is the minimum finance and number of development hours will you will commit to initiatives to support integration of data and services with the West Midlands Transport Data Engine and Swift payments platform?		

Qualitative Evaluation of Price Questions

The quality of responses to the price questions will be assessed using the information submitted in the Technical Envelope. Each quality response will be marked out of a maximum score of 10 using the following scale:

Score	Classification	Definition
0	No response (complete non-compliance)	No response at all or insufficient information provided in the response such that the Method Statement is totally non-assessable and/or incomprehensible.
1-2	Unsatisfactory response (potential for some compliance but very major areas of weakness)	Substantially unacceptable response which fails in several significant areas to set out a Method Statement that addresses and meets the requirements: Little or no detail has been provided to support and demonstrate that the Bidder will be able to provide the Services and/or considerable reservations as to the Bidder's proposals in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. Would represent a very high risk for the WMCA.
3-4	Partially acceptable response (one or more areas of major weakness)	Weak response which does not set out a Method Statement that fully addresses and meets the requirements: Response may be basic/ minimal with little or no detail provided to support and demonstrate that the Bidder will be able to provide the Services and/or some reservations in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. May represent a high risk for the WMCA.
5-6	Satisfactory and acceptable response (substantial compliance with no major concerns)	Response sets out a Method Statement that largely addresses and meets the requirements, with some detail provided to support the proposal; minor reservations or weakness in a few areas of the proposal in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. Medium, acceptable risk to the WMCA.
7-8	Fully satisfactory /very good response (fully compliant with requirements).	Response sets out a Method Statement that fully addresses and meets the requirements, with full details provided to support the proposal; provides full confidence as to the relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. Low/no risk for the WMCA.
9-10	Outstanding response (fully compliant, with some areas exceeding requirements)	Response sets out a robust Method Statement (as for a 7-8 score) and, in addition, provides or proposes additional value and/or elements of the proposal which exceed the requirements in substance and outcomes in a manner acceptable to the WMCA; provides full confidence as to the relevant ability, understanding, expertise, skills and/or resources

		not only to deliver the requirements, but also exceed it as described. Low/no risk for the WMCA.
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Quantitative Evaluation of Price Questions

The pricing response of each quantitative question will be assessed using the equation:

$$(Best\ Submitted\ Price)/(Tenderer's\ Price) \times 100$$

For example: Using the above equation the bidder that submits the highest figure for a question will score full marks for that question, a bidder that submits a figure that is half as competitive as the highest price submitted will score 50% of the maximum available score for that question. A maximum score of 100 will be allocated for each quantitative question. The scores will be added together, divided by the maximum score available and then the 10% weighting applied.

Quality Questions

Pass/Fail Quality Questions

The following questions require a "Yes" or "No" response.

A No response to any question will result in automatic disqualification from the tender.

9	<p>Are you in active consultation with the UK Department for Transport (DfT) regarding your eScooter vehicle specification?</p> <p><i>The DfT will shortly mandate a vehicle standard, against which each Service Provider is required to provide evidence to certify compliance and qualify for an operating licence.</i></p>
10	<p>Are you in active consultation with DfT regarding your compliance with their requirements for data sharing, monitoring and evaluation?</p> <p><i>The DfT will shortly mandate a data standard, against which each Service Provider is required to provide evidence to achieve compliance and qualify for an operating licence.</i></p>
11	<p>Will you, following agreement with the DfT over method and compliance with data protection/privacy impact assessments, also share the same data as DfT require with TfWM?</p>
12	<p>Are you able provide compliant eScooters, operate and maintain/service these for the trial Scheme in the identified Trial Zones commencing in August 2020 for a maximum period of 12 months (subject to any agreed extension) and then, if necessary, fully demobilise?</p> <p><i>Please note demobilisation is deemed to include the removal of all eScooter related physical infrastructure specific to your operation and the provision of any necessary re-instatements of the public realm to return this to the local condition recorded at the point the relevant eScooter infrastructure was installed.</i></p>
13	<p>Will you bear your full costs of the trial Scheme as the Service Provider, including the installation and maintenance of any physical infrastructure, confirming that you will seek no subsidy or financial operational support from TfWM or the participating Interested Party local highway authorities?</p>
14	<p>Will you take full responsibility, including legal and financial accountability for ensuring that your systems and operations enable and enforce the requirement for all riders / Users of the eScooters to be compliant with national standards and licencing requirements at all times?</p>

15	Will you provide a dedicated full-time manager/point of contact for the trial Scheme.
16	Do you accept the Terms and Conditions and Specification associated with the trial Scheme?

Evaluated Quality Questions (80%)

Please respond to the questions below observing the word limits where stated.

The information provided to in response to these questions will be used to inform the qualitative evaluation using the criteria set out further below.

Operational Considerations - Prior Experience

17	Please set out what your prior experience is of the matters set out in 17.1 - 17.5 below, providing the name and localities where appropriate. <i>[No direct response to 17 expected as it is an introduction question]</i>
17.1	Experience in running similar activities including eScooter (or similar) services with multiple vehicles and customers, operating over a period of at least 6 months.
17.2	Experience in scoping service design (including fleet size and customer proposition) and any experience in simulating this prior to deployment.
17.3	Experience of working successfully and collaboratively with public bodies towards shared objectives.
17.4	Experience of operations in dense urban areas.
17.5	Experience or knowledge of Traffic Regulation Orders which you can bring to bear in assisting the Local Highway Authorities to rapidly address any necessary statutory changes.

Operational Considerations - Capability to undertake eScooter trials in the West Midlands

18	Please set out your capability to undertake and operate eScooters as part of the trial Scheme by reference to the considerations in 18.1 – 18.6 below:
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	<i>[No direct response to 18 expected as it is an introduction question]</i>
18.1	Approach with regards to GDPR and your process for handling and sharing data, including evidence and examples of prior data sharing for eScooters or similar fleet operations.
18.2	Provide a detailed project plan to demonstrate your ability to deploy and be operational in the trial Scheme Core Area by end of August with sufficient fleet size to match demand ramp-up to attract Users at scale. Please reference how you will determine what sufficient fleet size is during the initial deployment period.
18.3	How you will ensure User compliance to national regulations on each and every use, including the ability to ensure User identity for every hire/incident of use.
18.4	Evidence and examples of achieving good levels of User satisfaction.
18.5	Evidence and examples of achieving good community relations with residents and businesses in areas where you have operated.
18.6	If we are minded to appoint more than one Service Provider to the trial Scheme – how will you work collaboratively with the other Service Provider to ensure that the objectives of the trial Scheme are met and the public perception is a positive one?

Operational Considerations - Managing Safety in the West Midlands eScooter Trial

19	Please set out your approach to safety, referencing the matters in 19.1 – 19.7 below: <i>[No direct response to 18 expected as it is an introduction question]</i>
19.1	Ability to ensure Users receive any necessary training and are aware of and comply with good standards of responsible use.
19.2	Approach to ensuring that any professional Users (e.g. delivery riders) receive suitable training, including support provided towards employers' health & safety and duty of care responsibilities.
19.3	Approach to ensuring Users use appropriate personal protective equipment.

19.4	Approach to tackling occurrences of poor User behaviour and irresponsible use.
19.5	Approach to minimising disruption and risk to other road users and ensuring public safety.
19.6	Approach to ensuring other vulnerable users of the environment (e.g. young, older and partially sighted pedestrians) are supported and eScooters are not perceived as a threat to them.
19.7	Approach to addressing any specific road safety concerns or incidents which may occur during the trial Scheme.

Operational Considerations - Other operational considerations for the West Midlands eScooter trial Scheme

20	Please set out your approach to any other critical operational considerations, including reference to matters 20.1 – 20.3 below: <i>[No direct response to 20 expected as it is an introduction question]</i>
20.1	The proposed model of operation, including hire/rental format, targeted customer base(s), hours of operation, fleet management and vehicle recovery policies.
20.2	Scale of proposed West Midlands operations, including any sub-contracting arrangements and supply chain for vehicles and fleet management.
20.3	Approach to managing fleet size within the parameters identified in the Terms and Conditions so that Users have a reasonable expectation of accessing an eScooter when needed but there are not excess unused eScooters creating clutter in the public realm.
21	Please set out your approach to achieving the targeted outcomes, including reference to the matters in 21.1 – 21.4 below: <i>[No direct response to 21 expected as it is an introduction question]</i>
21.1	Approach to managing and ensuring good community relations in the proposed Trial Zone areas.

21.2	Approach to ensuring eScooters make positive contribution to the targeted outcomes set out in the Specification.
21.3	Approach to ensuring your operations will make a positive contribution to the equalities and inclusion agenda in the region. <i>Further details can be found here: https://www.wmca.org.uk/media/1393/equality-scheme-2017-19.pdf</i>
21.4	Any specific opportunities or proposals you have to providing support for local employment and economic stimulus.
22	Any specific opportunities or proposals you have to providing support for inclusive growth opportunities
23	How will you support the local area and Police in managing the differentiation between legal eScooter use and illegal use? <i>Please include any support and what approach will you might provide to ensuring responsible and legal eScooter use by all within the Trial Zones, irrespective of whether that usage / behaviour is by your Users. [up to 500 words]</i>

Platform considerations - User experience

24	Please set out your approach to ensuring a high quality use experience, including reference to matters in 24.1 – 24.5 below: <i>[No direct response to 24 expected as it is an introduction question]</i>
24.1	Quality of the standard (UX) of Journey Planner incorporated (if any).
24.2	Flexibility of platform and the number of operating parameters that can be modified.
24.3	The process and method of the journey booking and fulfilment capability of your proposed platform and how this provides a high quality customer experience and ease of use.
24.4	Ability of the platform to incorporate incentive measures and form of proposed incentive measures to encourage up-take and responsible and safe use.

24.5	Scalability and bandwidth capability of the platform, including limitations on Users able to access or use the platform simultaneously.
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Platform considerations - Integration

25	Please set out your approach to ensuring the trial Scheme can be integrated with the wider transport system, including reference to the matters set out in 25.1 – 25.4.3: <i>[No direct response to 25 expected as it is an introduction question]</i>
25.1	Ability and mechanism for providing GDPR compliant push and promotion of third-party traveller and User research from TfWM.
25.2	Ability to provide access for those without smartphone access or those who are unbanked.
25.3	Actionable innovation proposals for system and communications integration, e.g. use of 5G [up to 500 words]
25.4	Ability of your proposed platform to integrate over an API, to: <i>[No direct response to 25.4 expected as it is an introduction question]</i>
25.4.1	provide availability information (e.g. estimated waiting time) for a given origin or origin and destination
25.4.2	manage a transaction for booking a journey
25.4.3	manage a payment for a ride from a customer's Swift account (The West Midlands smart ticketing and payments platform which operates to an ITSO standard).
26	The Service Provider may be required to integrate with APIs defined by TfWM. Please set out your ability to do this and outline any existing API specifications that you use.

Platform considerations - Data sharing

27	<p>Please set out your ability and method to provide the following data on a near to live basis as practical to TfWM, DfT, Police and Interested Party local highway authorities including:</p> <ul style="list-style-type: none"> • Fleet size • Average and max speeds by location / geographic zone • Number of registered riders in trial area locations • Aggregated information on rider demographics • % of eScooter downtime / off the road (utilisation) • Number of hours of operation • Aggregated origin-destination information • Average rides per scooter per day in all locations • Number and type of complaints • Number, type, location and times of accidents and near misses • Frequency and locations of eScooters lying on their sides • Compliance with parking locations
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Hardware and management consideration - Vehicle type

28	<p>Please set out details of the proposed vehicle you would use, including reference to matters in 28.1 – 28.6 below:</p> <p><i>[No direct response to 28 expected as it is an introduction question]</i></p>
28.1	<p>Your proposed vehicle standard and ability to meet DfT issued vehicle specification including size, weight, powertrain, feature set, accessibility and photos of the vehicle.</p>
28.2	<p>How vehicles would be Covid-19 compliant in terms of sanitation and necessary cleaning.</p>
28.3	<p>Proven reliability and low mechanical failure rate.</p>
28.4	<p>Ability of the proposed vehicle to cope with the physical environment of the West Midlands Trial Zones, including any limitations in road surface condition and ability to cope with features such as tram tracks.</p>
28.5	<p>What anti-tamper features / controls does your vehicle have to ensure safety and continued compliance with the national regulations throughout the trial Scheme?</p>

28.6	Set out the carbon footprint / lifecycle considerations of your vehicle and any evidence you have to benchmark this against other vehicles/vehicle types.
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Hardware and management consideration - Vehicle management

29	Please set out your approach to vehicle management, including reference to the following considerations in 29.1 – 29.6 below: <i>[No direct response to 29 expected as it is an introduction question]</i>
29.1	Approach to vehicle maintenance regime, collecting, charging and depot specifications.
29.2	Proven ability (using examples) of enforcing operation of eScooters or similar vehicles within the limits of a specified area only.
29.3	Approach to ensuring vehicles deployed in the trial Scheme will only be operated within the specified Trial Zones.
29.4	Approach to ensuring Users are able to understand during use of the vehicle the geographic boundaries of the Trial Zone and specific restrictions on use in place within the zone.
29.5	Beyond complying with the approach to parking management set out in the Terms & Conditions and Specification, what other measures to you propose to take to ensure good practice and public realm management for eScooters which are not in use?
29.6	Ability and approach to considering local maintenance during the trial Scheme and potential to consider the manufacturing of vehicles in the West Midlands.

Scoring Framework

Unless stated as a PASS/FAIL Question, quality of tenders will be assessed using the information submitted in the Technical Envelope. Each quality response will be marked out of a maximum score of 10 using the following scale:

Score	Classification	Definition
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0	No response (complete non-compliance)	No response at all or insufficient information provided in the response such that the Method Statement is totally non-assessable and/or incomprehensible.
1-2	Unsatisfactory response (potential for some compliance but very major areas of weakness)	Substantially unacceptable response which fails in several significant areas to set out a Method Statement that addresses and meets the requirements: Little or no detail has been provided to support and demonstrate that the Bidder will be able to provide the Services and/or considerable reservations as to the Bidder's proposals in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. Would represent a very high risk for the WMCA.
3-4	Partially acceptable response (one or more areas of major weakness)	Weak response which does not set out a Method Statement that fully addresses and meets the requirements: Response may be basic/ minimal with little or no detail provided to support and demonstrate that the Bidder will be able to provide the Services and/or some reservations in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. May represent a high risk for the WMCA.
5-6	Satisfactory and acceptable response (substantial compliance with no major concerns)	Response sets out a Method Statement that largely addresses and meets the requirements, with some detail provided to support the proposal; minor reservations or weakness in a few areas of the proposal in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. Medium, acceptable risk to the WMCA.
7-8	Fully satisfactory /very good response (fully compliant with requirements).	Response sets out a Method Statement that fully addresses and meets the requirements, with full details provided to support the proposal; provides full confidence as to the relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. Low/no risk for the WMCA.
9-10	Outstanding response (fully compliant, with some areas exceeding requirements)	Response sets out a robust Method Statement (as for a 7-8 score) and, in addition, provides or proposes additional value and/or elements of the proposal which exceed the requirements in substance and outcomes in a manner acceptable to the WMCA; provides full confidence as to the relevant ability, understanding, expertise, skills and/or resources not only to deliver the requirements, but also exceed it as described. Low/no risk for the WMCA.

Evaluation Weightings

Quality Assessment (80% of total score)

Providing bidders comply with all the SSQ criteria and Pass/Fail criteria the evaluation scoring will be allocated as follows using the scoring framework:

Section Title	Question Number	Weighting	Scoring Guidance
Financial Questions	1-8	20%	See Price Evaluation above
PASS /FAIL	9 – 16	PASS/FAIL	The following questions require a "Yes" or "No" response. A No response to any question will result in automatic disqualification from the tender.
Operational Considerations - Prior Experience	17 (17.1 – 17.5)	5%	This question is allocated a Maximum score of 10 in total. As a minimum your response must address the sub criteria points included at points 17.1 – 17.5. Each sub criteria point is of equal importance.
Operational Considerations - Capability to undertake eScooter trials in the West Midlands	18 (18.1 – 18.6)	10%	This question is allocated a Maximum score of 10 in total. As a minimum your response must address the sub criteria points included at points 18.1 – 18.6. Each sub criteria point is of equal importance.
Operational Considerations - Managing Safety in the West Midlands eScooter trial Scheme	19 (19.1 – 19.7)	10%	This question is allocated a Maximum score of 10 in total. As a minimum your response must address the sub criteria points included at points 19.1 – 19.7. Each sub criteria point is of equal importance.
Operational Considerations - Other operational considerations for the West Midlands	20 (20.1 – 20.3) 21 (21.1 – 21.4) 22	15%	Each question in this section is allocated a maximum score of 10. A total maximum score of 40 points is available for responses to questions 20-23.

eScooter trial Scheme	23		Questions 20 and 21 must address the sub criteria points as a minimum. Each sub criteria point is of equal importance.
Platform considerations - User experience	24 (24.1. – 24.5)	5%	This question is allocated a Maximum score of 10 in total. As a minimum your response must address the sub criteria points included at points 24.1 - – 24.5. Each sub criteria point is of equal importance.
Platform considerations - Integration	25 (25.1 – 25.3) 25.4 (25.4.1 – 25.4.3) 26	5%	Each question in this section is allocated a maximum score of 10. A total maximum score of 30 points is available for responses to questions 25-26. Questions 25 and 25.4 must address the sub criteria points as a minimum. Each sub criteria point is of equal importance.
Platform considerations - Data sharing	27	5%	This question is allocated a Maximum score of 10 in total. As a minimum your response must address the sub criteria points included within the body of the question. Each sub criteria point is of equal importance.
Hardware and management consideration - Vehicle type	28 (28.1 – 28.6)	10%	This question is allocated a Maximum score of 10 in total. As a minimum your response must address the sub criteria points included at points 28.1 - – 28.6. Each sub criteria point is of equal importance.
Hardware and management consideration -	29 (29.1 – 29.6)	15%	This question is allocated a Maximum score of 10 in total.

Vehicle management		As a minimum your response must address the sub criteria points included at points 29.1 - – 29.6. Each sub criteria point is of equal importance.
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SUPPLEMENTARY INFORMATION AND MEETING WITH BIDDERS

WMCA reserves the right to require bidders to clarify their tender submissions or to submit supplementary information and to take such clarifications or supplementary information into account in evaluating tenders. Bidders should be aware that WMCA is under no obligation to seek clarification and it is the responsibility of the bidder to ensure that its responses are unambiguous and complete and to seek clarification if necessary, of WMCA's requirements.

TERMS AND CONDITIONS

By submitting a tender in response to this ITT you are confirming your acceptance of these terms and conditions:

1. LIABILITY OF WMCA

WMCA shall not be liable for any costs incurred by bidders (or any third parties) in responding to this ITT or participating in the procurement process that is the subject of this ITT. In particular, WMCA reserves the right to terminate the procurement process or change it from that envisaged in this ITT without thereby incurring any liability to bidders.

WMCA has not made and is not making any contract, agreement, warranty or representation that a contract will be offered or executed by issuing this ITT.

The ITT has been prepared by WMCA in good faith but does not purport to be comprehensive or to have been independently verified. Bidders should not assume that the information is accurate, complete and/or sufficient and should carry out their own due diligence checks and verify the accuracy of the information. Nothing in this ITT is or shall be a promise or representation as to the future conduct of WMCA.

2. CONTRACT ISSUANCE:

Upon notification of contract award, the successful Service Provider(s) will be issued with final contract documentation to sign and return to West Midlands Combined Authority (WMCA).

3. WHISTLE BLOWING POLICY

WMCA has a Whistle Blowing Policy in place, which is available to view [here](#), that serves to protect its employees and is available to Service Providers to use if required. WMCA expects bidders to also have in place good systems of corporate governance to ensure their staff are vigilant as to any malpractice. If any malpractice does occur please be aware that staff will be protected if it is revealed to WMCA or to an external authority.

By submitting a tender you are confirming that you have such whistle blowing systems in place.

4. DATA PROTECTION

By submitting a tender you are confirming that you are compliant with the requirements of the Data Protection Act 2018 (as may be amended from time to time) in so far as they apply to this procurement process.

5. FREEDOM OF INFORMATION AND CONFIDENTIALITY

WMCA is subject to the requirements of the Freedom of Information Act 2000 ("FOIA"), subordinate legislation made under FOIA and any guidance and/or codes of practice issued (from time to time) in relation to FOIA.

Where a bidder considers that any of the information included in its tender submission is commercially sensitive, the bidder should identify this and explain in broad terms what harm might result from disclosure of the information in response to a relevant information request received by WMCA, as well as the time period applicable to such commercial sensitivity. Alternatively, where a bidder considers that any other exemption applies to information submitted; this should be identified and explained.

Bidders should however be aware that, although WMCA will take into account the reasons given for treating information as commercially sensitive or otherwise exempt, WMCA may nevertheless be required to disclose it under FOIA where such disclosure is considered to be in the public interest. WMCA shall be responsible for determining, in its absolute discretion, whether any exemption under FOIA applies.

6. CANVASSING AND NON-COLLUSION

Bidders must not canvass or solicit or offer any gift or consideration whatsoever as an inducement or reward to any officer or employee of, or person acting as an advisor to WMCA in connection with the selection of the bidder in relation to this procurement.

Bidders must not, in connection with this procurement:

- fix or adjust the amount of any tender or any of its pricing proposals by or in accordance with any agreement or arrangement with any other bidder;
- enter into any agreement or arrangement with any other bidder that it shall refrain from taking part in the ITT process or producing a tender or as to the amount of any tender or its pricing proposals to be submitted;
- cause or induce any person to enter such agreement as is set out in above or to inform the bidder of the amount or approximate amount of or pricing proposals of any rival tender; and/or
- communicate to any person other than WMCA, the amount or approximate amount of its pricing proposals submitted at any time during the procurement process (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of any such pricing proposals or the tender, for example, for insurance, a contract, guarantee, bond or performance bond).

By submitting a response to this ITT you are confirming that you understand these canvassing and non-collusion obligations and are confirming that no canvassing and/or collusion has taken place in respect of this ITT and the procurement generally. Any bidder that is found to have been involved in any canvassing and/or collusion activity in relation to this ITT and/or the procurement will be disqualified (without prejudice to any other civil remedies available to WMCA and without prejudice to any criminal liability which such conduct by a bidder may attract).

7. CONFLICT OF INTEREST

By submitting a response to this ITT bidders are confirming that their organisation (and in the case of consortiums, their consortium members) has no conflicts of interest in relation to both taking part in this procurement exercise and, should the bidder be successful, the delivery of the contract.

If a bidder identifies either a potential or actual conflict of interest that could arise if they were awarded the contract they should seek clarification from WMCA prior to submitting a tender, when seeking clarification bidders should detail how any conflicts of interest would be dealt with.

8. ACCURACY OF INFORMATION AND CHANGES TO INFORMATION SUBMITTED

It is the bidder's responsibility to ensure that WMCA is not misled. The information provided by each bidder in its tender will be relied upon and taken to be complete, accurate and true. If it is subsequently determined that any information supplied was inaccurate, incomplete or untrue and was relied upon for evaluation purposes, WMCA reserves the right to exclude the bidder from the procurement process. In addition,

WMCA reserves the right to pursue all costs which may be incurred in re-commencing this procurement process and any other remedies available to WMCA in law.

The bidder shall indemnify and keep indemnified WMCA against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the bidder of any of its obligations in this ITT documentation. Any bidder that submits a tender will be deemed to have accepted this requirement without qualification.

WMCA is relying on the information provided by bidders in their submissions. Bidders are required to inform WMCA immediately if any of the information supplied in response to this ITT changes in the ensuing evaluation period, or at any stage thereafter (subject to the bidder remaining within the procurement process at the relevant time).

In the event that a bidder alters its composition or legal character WMCA may require that bidder to undertake a further Minimum Requirements Envelope submission for re-evaluation as a condition of its further participation in the procurement process.

WMCA reserves the right to withdraw a bidder's tender at any time where any other changes occur that would cause the bidder to no longer meet WMCA's minimum requirements (as set out in the Minimum Requirements Envelope) or the tender submissions to be re-evaluated in the light of those changes.

9. TRANSPARENCY AND PUBLICITY

WMCA may disclose a bidder's documentation/information (including any that the bidder considers to be confidential and/or commercially sensitive) submitted by the bidder in its tender to WMCA during this procurement process to partner organisations for the purpose of ensuring value for money and related aspects of good procurement practice. Additionally, in compliance with WMCA's statutory transparency obligations, WMCA will publish details of the successful bidder and the award of the contract on Contracts Finder: www.contractsfinder.service.gov.uk.

Each bidder taking part in this procurement process will be deemed to consent to these terms as part of the procurement process.

10. ABNORMALLY LOW BIDS

WMCA will investigate any tenders that appear (in WMCA's absolute discretion) to amount to an abnormally low bid. In these circumstances WMCA will consult with the relevant bidder and request further information on the pricing/costs of its tender.

Outcome of consultation on abnormally low bids:

- WMCA may reject a bidder where the evidence supplied by the bidder does not satisfactorily account (in WMCA's absolute discretion) for the low level of price/costs proposed.
- WMCA will reject any bidder where it establishes (in WMCA's absolute discretion) that its tender is abnormally low because it does not comply with applicable environmental, social and labour law obligations.

11. COPYRIGHT

The copyright in this ITT documentation and all other documents issued by WMCA is vested in WMCA and its advisers, where appropriate, and their content may not be reproduced, copied or stored in any medium without the prior written consent of WMCA. Such documents are and shall remain the property of WMCA and must be returned upon demand.

12. LAW

The laws of England shall apply to this ITT and this procurement generally.

ESCALATION PROCEDURES

The WMCA Procurement Team is committed to the principles of fairness and transparency and applies the highest standards of honesty, integrity, impartiality and objectivity in all of its procurement activity.

If you have a complaint or concern regarding a procurement process managed by a member of the WMCA procurement function please follow the steps set out below.

To help us with our investigation, we ask that you include as much information in your complaint as possible, for example;

- Your contact details;
- The unique reference or title of the procurement exercise.
- Detail of your complaint; and
- Any other relevant information that you can provide.

For each of the below stages we will attempt to respond in writing within 10 working days.

Procurement escalation Process:

Stage 1

Relay your concerns to the WMCA Procurement Officer leading the procurement exercise as soon as possible. Comments should be raised via the message facility of

the Bravo Solution Portal and should be placed under the unique reference or title of the procurement exercise.

Stage 2

If the Procurement Officer who is leading the exercise cannot resolve the issue, or you are unhappy with the outcome of stage 1, you may request for the matter to be escalated to the Head of Governance, Tim Martin (tim.martin@wmca.org.uk)

Stage 3

If the issue remains unresolved you may make an official complaint via the WMCA Complaint Procedure - <https://www.wmca.org.uk/policies#Compl>

Yours faithfully

Rachael Morgan
Procurement Manager