

# Invitation to Participate

Dynamic Purchasing System (DPS) for the  
Supply of Asphalt, Aggregates and Concrete

<b>DPS Reference No:</b>	ML/CAS/LCC/24/1667
<b>Validity of the DPS:</b>	From 04/11/2024 to 03/11/2026
<b>Return Deadline for Applications:</b>	<b>Applications may be submitted at any time during the validity of the DPS</b>



## **This Invitation to Participate package comprises:**

### **The Invitation to Participate (ITP)**

#### **Within this document:**

1. Definitions and Interpretations
2. Introduction and background
3. ITP Timetable
4. ITP Application Completion Information
5. ITP Application Evaluation Model

#### **Provided as separate documents:**

- ITP Appendix 1 - Form of Tender (mandatory return)
- ITP Appendix 2 - Selection Questionnaire (mandatory return)
- ITP Appendix 3 - SIS Declaration of Intent (mandatory return)
- ITP Appendix 4 - Evaluation Criteria

### **The Dynamic Purchasing System Agreement (DPS) and Schedules**

#### **Provided as separate documents:**

- DPS Agreement for the Provision of Asphalt, Aggregates and Concrete
- DPS Agreement Schedule 5 - Call-off Terms & Conditions
- Call-off Terms & Conditions Schedule 3 - SIS Sample Supplier Participation Agreement
- Call-off Terms & Conditions Schedule 6 - Commercially Sensitive Information (optional return)

### **FAQs and Fusion User Guide**

#### **Provided as separate documents:**

- DPS Frequently Asked Questions
- SOURCING Fusion Supplier Guidance



## 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:

"Applicant"	means an organisation submitting an Application to join the DPS;
"Application"	means an Applicant's response to this ITP;
"Application Criteria"	means the criteria which Applicants will be marked against as part of the selection stage of this DPS, as further detailed in ITP Appendix 4;
"Application Return Deadline"	means the date upon which Applicants must submit their Application in response to this ITP;
"Authority"	means Lancashire County Council;
"Award Criteria"	means the criteria that Tenders will be evaluated against at mini-competition stage, as further detailed in ITP Appendix 4;
"Business Days"	means Monday to Friday excluding United Kingdom bank holidays;
"Call-off Terms and Conditions"	means the terms and conditions in Schedule 5 (Call-off Terms and Conditions) of the DPS Agreement which are incorporated by reference to any Purchase Order;
"Clarifications Log"	means a list of clarifications and Authority responses, published on the e-tendering portal;
"Competed Goods"	Means the competed Goods set out in 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 Goods made between the Authority and the Goods Provider comprising a Purchase Order, its appendices (if any) and the Call-off Terms and Conditions (as may be amended pursuant to Clause 4.7 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 Goods Provider as a condition of the admission of the Goods Provider by the Authority as an eligible Goods Provider to join the Authority's DPS to supply Asphalt, Aggregates or Concrete;
"FOIA"	means Freedom of Information Act 2000 or any such regulation succeeding it;
"Goods"	means all the goods to be provided under the Contract and shall where the context admits include any service provided together with the delivery of the goods;



"ITP"	means this Invitation to Participate;
"ITT"	means the Invitation to Tender issued at mini-competition stage for Competed Goods;
"PCR 2015"	means the Public Contracts Regulations 2015 or any such regulation succeeding it;
"Price"	means the tendered price for the Goods exclusive of Value Added Tax (VAT) or such other price as may be agreed between the parties and evidenced in writing when purchasing the Goods;
"Provider"	means an organisation awarded a Contract to supply the Goods;
"Tender"	means a Tenderer's response to the Invitation to Tender issued at mini-competition stage for Competed Goods;
"Tenderer"	means an organisation submitting a Tender to provide the Goods;
"Timetable"	means the list of key dates for this procurement provided in Paragraph 3.1 of this ITP, which may change from time to time;



## 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 procedure in accordance with the requirements of the Public Contracts Regulations 2015 (*SI 2015/102*) (PCR 2015) for the purpose of procuring the Goods detailed in Paragraph 2.3.

This ITP contains further information about the procurement process, the Goods, and assessment questions for Applicants to complete. Each Applicant's response (**Application**) should be detailed enough to allow the Authority to make an informed selection.

### 2.2 Dynamic Purchasing System

The Authority is establishing a Dynamic Purchasing System (DPS) on the terms set out in this ITP for the supply, delivery and collection of Asphalt, Aggregates and Concrete throughout the county of Lancashire.

A DPS is an open arrangement which is completely electronic offering a flexible procurement solution to purchase Goods where Applicants can apply to join the DPS at any time during its term. There is no limit on the number of suppliers who can be admitted to the DPS.

All activity, including Applications to join the DPS, the issuing of, and responding to Invitations to Tender (mini-competitions) will be conducted through the Authority's electronic tendering (e-tendering) system, the Oracle Fusion Supplier Portal:

<https://www.lancashire.gov.uk/isupplier/>

A DPS comprises two stages:

- **Stage 1: Application to Join the DPS**

Organisations (**Applicants**) wanting to join the DPS are required to complete and submit the documents listed in Paragraph 4.1. Applications are evaluated in accordance with the Application Criteria stated in ITP Appendix 4, those which pass are admitted to the DPS and subject to signing the DPS Agreement, become eligible Providers to participate in Stage 2, those which fail will not be admitted to the DPS however the Applicant is able to complete and submit a new Application for evaluation at any time during its term.



- **Stage 2: Award of Contracts**

This stage is commonly referred to as the 'mini-competition' stage. Eligible Providers (those admitted to the DPS and have signed the DPS Agreement) are invited to participate in an Invitation to Tender (ITT) to bid for Goods as and when the Authority has a requirement.

Invitations to Tender will be issued electronically through the Authority's electronic tendering (e-tendering) system, the Oracle Fusion Supplier Portal. The response time in which eligible Providers will be asked to submit their response will be clearly stated in each ITT, the period set for the return will depend on the nature of the requirement and will be one of the following:

- A response time of twenty-four (24) hours from issue
- A response time of forty-eight (48) hours from issue
- A response time of five (5) working days from issue
- A response time of ten (10) working days from issue

Tender submissions will be evaluated against the Award Criteria stated in ITP Appendix 4 and following the outcome of the evaluation a Contract (Purchase Order) is awarded to the winning bidder.

### 2.3 Scope of the DPS

This DPS is being established for Lancashire County Council, Highway Services who provide a range of countywide services including highway construction, maintenance and repair, provision and maintenance of street lighting, flood risk management, parking services, and highways inspection.

The DPS is divided into three individual categories for the supply, delivery and collection of key Goods required by the Highway Services. The categories are:

Category 1 - Asphalt

Category 2 - Aggregates

Category 3 - Concrete subdivided into:

3.1 Concrete which is mixed in a Batching Plant

3.2 Concrete which is mixed on site (volumetric)

Suppliers can apply for one or more categories, and there is no restriction on the number of categories which a supplier can be appointed to. As per Paragraph 2.2 under Stage 2 of the DPS, individual Invitations to Tender (mini-competitions) will be issued to the pool of suppliers that are appointed to each Category as and when the Authority has a requirement.

### 2.4 Value of the DPS

Category 1 - Asphalt: spend is estimated between £7m and £9m per annum.

Category 2 - Aggregates: spend is estimated at £350k per annum.

Category 3 - Concrete: spend is estimated at £450k per annum, the split between sub-category 3.1 and 3.2 is not known.



Note: details of value or potential future uptake is given in good faith to assist you in submitting your Application to join the DPS. They should not be interpreted as an undertaking that this will be the value of the Goods and do not form part of the DPS Agreement.

## 2.5 DPS Term

The start date of the DPS is 04 November 2024.

The initial term of the DPS is due to expire on 3<sup>rd</sup> November 2026. The Authority may extend the DPS by a further period or periods up to the 27<sup>th</sup> October 2028.

## 2.6 Purpose and scope of this ITP

This ITP:

- Asks Applicants to submit their Application in accordance with the instructions set out in the remainder of this ITP.
- Sets out the overall timetable and process for the procurement to Applicants.
- Provides Applicants with sufficient information to enable them to submit a compliant Application (including providing templates where relevant).
- Sets out the Application Criteria that will be used to evaluate Applications.
- Sets out the DPS Agreement and the Call-off Terms and Conditions.
- Explains the administrative arrangements for the receipt of Applications to join the DPS and subsequent Tenders.

## 2.7 Use of DPS by third parties

Lancashire County Council is the only Authority that can use this DPS.

## 2.8 Clarifications about the DPS or the ITP

Any clarifications relating to the DPS, or the ITP must be submitted through the e-tendering portal as set out in Paragraph 4.1.

The Authority will respond to all reasonable clarifications as soon as possible and without revealing their identity, will publish the sender's question and the Authority's response.

General clarifications which relate to the DPS, or the ITP will be available in the document entitled "FAQs" and displayed under the tender opportunity on the Authority's website:

<https://www.lancashire.gov.uk/business/tenders-and-procurement/tenders/>

If the sender wishes the Authority to treat a clarification as confidential and not issue the response to all potential Applicants, 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 sender who will have the opportunity to withdraw it. If the



clarification is not withdrawn, the anonymised response will be issued to all potential Applicants.

The deadline for receipt of clarifications relating to the DPS or the ITP is set out in Paragraph 3.1. Potential Applicants are advised not to rely on communications from the Authority in respect of the DPS or the ITP unless they are made in accordance with these instructions.

## **2.9 Clarifications about the contents of the Application**

The Authority reserves the right (but is not obliged) to seek clarification of any aspect of an Applicant's Application during the evaluation phase where necessary for the purposes of carrying out a fair evaluation.

Applicants are asked to respond to such requests promptly. Vague or ambiguous answers are likely to score poorly or render the Application non-compliant.

## **2.10 Prevent Duty for Local Authorities**

The Applicant 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.

<https://www.gov.uk/government/publications/prevent-duty-guidance>

## **2.11 Supplier Incentive Scheme (SIS)**

The Authority has undertaken an in-depth analysis of their purchase to pay processes in order to optimise them to drive efficiencies and provide additional benefits to our suppliers. As a result of these investments the Authority are able to offer an enhanced service to our key suppliers through their Procurement, Finance and Accounts Payable departments. Applicants are, therefore, offered the opportunity to join the Supplier Incentive Scheme (SIS).

The benefits to your company are:

- ✓ Improved cash flow through early payment of invoices – the target is to pay 10 days after receipt of invoice
- ✓ Increased process efficiency via e-invoicing
- ✓ Dedicated processing and query resolution
- ✓ Enhanced channels of communication due to an improved P2P process
- ✓ Enhanced client satisfaction focusing on service delivery rather than transactional performance

The improvements in the P2P processes allow the Authority to pay your invoices early. In return for paying ahead of the Authority's standard 30 day terms, a small rebate is deducted. The rebate is calculated dynamically and is proportionate to the number of days we accelerate your payment (the number of elapsed dates between the receipt of your invoice and the date it is paid). See Rebate Table set out in Schedule 3 of the





Call-off Terms and Conditions of the DPS Agreement. The rebate is only applied if payment is made ahead of terms.

Please note the payment date is the date the payment leaves the Authority's bank account and not the date it is received in the Tenderer's bank account.

Participation in the Lancashire Supplier Incentive Scheme is optional. However, any offers to participate will be evaluated as part of the tender price evaluation (see ITP Appendix 4). More details on the Lancashire Supplier Incentive Scheme are available on request. The sample Supplier Participation Agreement is set in Schedule 3 of the Call-off Terms and Conditions of the DPS Agreement.

Applicants must complete the Declaration of Intent set out in ITP Appendix 3 even if they do not participate in the SIS. If an Applicant does not wish to participate in the SIS they must indicate this in the Declaration of Intent by completing the relevant box. The Declaration of Intent forms part of the evaluation process. Failure to return will invalidate the Application.

The Authority reserves the right to refine or remove individual features and benefits of the Scheme according to specific circumstances and at any time.

### 3. ITP 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 Applicants are treated equally.

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

Event	Date
Commencement of DPS:	04/11/2024
Deadline for receipt of Clarifications:	Clarifications may be asked at any time during the validity of the DPS.
Expiry of DPS:	Midnight on 03/11/2026 unless the DPS is extended to midnight on 27/10/2028.

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

#### 3.2 Applicants' Briefing

Not applicable.

#### 3.3 Deadline for receipt of Applications

Responses to this ITP must be returned in the manner prescribed under Paragraph 4.1 and no later than the Return Deadline Date for Applications. The Authority may,



however, in its own absolute discretion extend the Return Deadline Date for Applications and in such circumstances the Authority will notify all Applicants of any change.

### **3.4 References**

Included in Section 6 of the Selection Questionnaire (ITP Appendix 2).

### **3.5 Notification of Admission to DPS**

The Authority will inform Applicants of the outcome of their Application within 10 Working Days of receipt of their Application submission, which may be extended to 15 Working days in individual circumstances.

Successful Applicants will be admitted to the DPS and subject to signing the DPS Agreement, become eligible Providers to participate in individual Invitations to Tender at mini-competition stage. In the event that the Authority does not receive the signed DPS Agreement the Authority reserves the right not to admit the Applicant to DPS.

### **3.6 Application Debrief**

The Authority will inform all unsuccessful Applicants of the reason(s) why their Application was not successful. Unsuccessful Applicants are able to complete and submit a new Application for evaluation at any time during the term of the DPS.

## **4. ITP APPLICATION COMPLETION INFORMATION**

### **4.1 Formalities**

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

Applicants must complete and submit the following mandatory documents with their Application:

- ITP Appendix 1 - Form of Tender
- ITP Appendix 2 - Selection Questionnaire
- ITP Appendix 3 - SIS Declaration of Intent

If you wish to declare any commercially sensitive information you should complete the following 'optional' document and return it with your Application:

- Call-off Terms & Conditions Schedule 6 - Commercially Sensitive Information

### **Electronic Application Returns – Oracle Fusion**

This ITP was advertised as being available to potential Applicants through the Authority's electronic tendering (e-tendering) system, the Oracle Fusion Supplier Portal. Applicants are required to submit their Application through this same portal:

<https://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 Applicants on use of the e-tendering system and the assistance does not extend to basic IT skills or training. Unfortunately, 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 Applicants in terms of efficiency and cost savings when compared with hard copy 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

Oracle Fusion Supplier Portal is the replacement to iSupplier Portal. All existing active suppliers to the Authority will be automatically registered in Fusion.

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

Support line hours are between:

10:00hrs and 12:00hrs and 14:00hrs to 16:00hrs, Monday to Friday

It is the responsibility of the Applicant to ensure that the contact information it has entered for its organisation within Oracle Fusion is accurate and kept up to date. Important notification messages relevant to this or other tender opportunities may not be received by an Applicant 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 an Applicant.

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

**Any clarifications or queries regarding the ITP documents or the scope of the DPS content should be directed via the e-tendering portal using the 'Messages' function.**

### **Electronic Application Returns – The Application Submission**

The Application Return Deadline will be detailed on the e-tendering system. Please allow sufficient time to complete and submit your Application whilst you become familiar with the portal and how it operates. **No extensions will be given to the**



**Application Return Deadline due to any potential Applicant being unfamiliar with, or making mistakes in respect of the portal.**

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

The Authority will not accept email or hard copy/paper returns in relation to this procurement and you must submit your Application electronically via the e-tendering portal.

You are not permitted to return by email or postal service any element of your Application. To do so may result in your Application being disqualified.

You *are* permitted to re-send your Application again electronically via the e-tendering portal should you realise you have made an error or submitted an incomplete Application as long as you re-submit it before the Application 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.

The Application submission must be clear, concise and complete. The Authority reserves the right to mark an Applicant down or exclude them from the procurement if its Application contains any ambiguities, caveats or lacks clarity. Applicants should submit only such information as is necessary to respond effectively to this ITP.

Applications will be evaluated on the basis of information submitted by the Application Return Deadline Date and Time.

The Applicant must upload a duly executed Form of Tender (ITP Appendix 1).

Where the Applicant is a company, the Form of Tender must be signed by a duly authorised representative of that company.

Where the Applicant is a consortium, the Form of Tender must be signed by the lead authorised representative of the consortium, which organisation shall be responsible for the performance of the Contract.

In the case of a partnership, all the partners should sign the Form of Tender 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 the Form of Tender and give his name in full together with the name under which he is trading.

**4.2 Word Limits**

The Authority reserves the right to set a limit to the size of an Applicant's response to any question in the Selection Questionnaire (ITP Appendix 2) by setting a maximum limit to the number of words per question response. Where a limit is set, this will be indicated in the question.



Applicants 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 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 word limit (and discarding the remainder) or disqualification of the Application in its entirety.

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

### 4.3 Submission of Applications

Each Applicant:

- Must submit one Application and indicate in the Selection Questionnaire (ITP Appendix 2) the Category/Categories the Applicant wishes to be admitted to and participate in the individual Invitations to Tender (mini-competitions) which are issued at Stage 2 of the DPS.

### 4.4 DPS Agreement Terms

The DPS Agreement that the Authority proposes to use is published with this ITP. By submitting an Application, Applicants are agreeing to be bound by the terms of this ITP and the DPS Agreement without further negotiation or amendment.

The Authority **cannot** accept any qualifications to this ITP and the DPS Agreement. A qualification is a restriction or condition which the Applicant attaches to their Application. Any qualifications recorded in the submitted Application documentation will result in your Application being disqualified.

All requests for clarification on any terms and conditions within this procurement must be made in writing in accordance with Paragraph 4.1. All requests for clarification must be made prior to the deadline for receipt of clarifications as outlined in the Timetable at Paragraph 3.1. 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 Applicants.

No requests for clarifications can be made after the deadline for receipt of clarifications has passed.

### 4.5 Documents forming the DPS Agreement

The following documents shall form part of the Agreement between the Authority and the successful Applicant:

- DPS Agreement and its Schedules



- Invitation to Participate

#### 4.6 Form of Participation

The Authority requires all Applicants to identify whether and which subcontracting or consortium arrangements apply in the case of their Application, 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 Goods Provider.

#### Simultaneous Competition

Where an Applicant is affiliated to more than one bidding model for example; Consortia, Subcontracting arrangements, Special purpose vehicles, or as an Individual Applicant, then the Applicant 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 admitted under more than one bidding model.

#### Consortia and Subcontractors

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

- **Subcontracting arrangement.** Groups of companies come together specifically for the purpose of bidding to be admitted as the Goods Provider, but envisage that one of their number will be the Goods Provider, the remaining members of that group will be subcontractors to the Goods Provider:
  - Essential subcontractors must individually complete Parts 1 and 2 of the Selection Questionnaire (ITP Appendix 2). Notwithstanding that the Applicant 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 Application to proceed to the evaluation stage.
- **Consortium arrangement.** Groups of companies come together specifically for the purpose of bidding to be admitted as the Goods Provider. It is recognised that the Applicant need not necessarily be a single economic operator and that Applicants may wish to partner up to jointly provide the Goods required. Please note the same expectations will be placed on the consortium as a single Goods Provider. The Authority will consider Applications 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 Question 1.2 of Section 1 of the Selection Questionnaire (ITP Appendix 2);
  - 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 Questionnaire (ITP Appendix 2). 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 Questionnaire, satisfactory responses must be received in respect of all consortium members in order the consortium to proceed to the evaluation stage.
  - Part 3 of the Selection Questionnaire must be completed by the lead member of the consortium on behalf of all consortium members.

#### **4.7 Warnings and disclaimers**

While the information contained in this ITP 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) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Applicant. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Authority.

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

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

#### **4.8 Confidentiality and Freedom of Information**

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



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.

Applicants 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 Applicants' 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, Applicants are responsible for ensuring that any confidential or commercially sensitive information, the disclosure of which would be likely to diminish the Applicant's competitive edge, has been clearly identified to the Authority in the template provided at Schedule 6 of the Call-of Terms and Conditions of the DPS Agreement.

#### **4.9 Publicity**

No publicity regarding the Goods 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 Application, its contents or any proposals relating to it without the prior written consent of the Authority.

#### **4.10 Applicants conduct and conflicts of interest**

Any attempt by Applicants or their advisors to influence the award process in any way may result in the Applicant being disqualified. Specifically, Applicants shall not directly or indirectly at any time:

- Devise or amend the content of their Application 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 Applicant 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 Applicant.
- Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting an Application.





- 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 Applicant or Application.

Applicants are responsible for ensuring that no conflicts of interest exist between the Applicant and its advisors, and the Authority and its advisors. Any Applicant 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 Applicant must take all reasonable steps to prevent the distortion of competition or conflicts of interest arising. As such Applicants may have a preference for services that offer exclusivity in the context of this procurement exercise.

#### **4.11 Authority's rights**

The Authority reserves the right to:

- Waive or change the requirements of this ITP from time to time without prior (or any) notice being given by the Authority.
- Seek clarification or documents in respect of a Applicant's Application.
- Disqualify any Applicant that does not submit a compliant Application in accordance with the instructions in this ITP.
- Disqualify any Applicant that is guilty of serious misrepresentation in relation to its Application, expression of interest, the selection criteria or Application process.
- Withdraw this ITP at any time, or to re-invite Applicants on the same or any alternative basis.
- Choose not to award any Agreement 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.

#### **4.12 Applicant costs**

The Authority will not be liable for any costs, expenditure, work or effort incurred by an Applicant in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Authority.

### **5. ITP APPLICATION EVALUATION MODEL**

#### **5.1 Evaluation Criteria**

The evaluation of Applications will follow the guidelines set out within ITP Appendix 4 - Evaluation Criteria.



## 5.2 Social Value Policy

Not applicable.

