



# Open Framework School and Specialist Transport (Procurement Act 2023)

## Open Framework

BBC CH 00001

## Version control

| Version number | Author | Date | Changes |
|----------------|--------|------|---------|
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\*Add rows as required



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## Disclaimer

This template has been developed on the presumption that the procuring entity is a public authority within the meaning of section 2 of the Procurement Act 2023.

This template should only be used in conjunction with the associated guidance. The template is only intended to serve as a guide and should be supplemented and or, adapted where relevant and proportionate to each individual procurement, based on risk, complexity and novelty.

Contracting authorities should always seek legal, commercial and other relevant professional advice in the context of specific procurements.

# Deadline for responding to this document

1. The deadline for responding to this tender for Open Framework School and Specialist Transport is **5 October 2026 at 1pm**. See 'Procurement timetable' and 'How to respond to this opportunity'.

# Introduction

2. This procurement is being conducted in accordance with the Procurement Act 2023 to establish an Open Framework for the provision of School and Specialist Transport. This document describes how the Procurement will be conducted, including details of the associated Procurement timetable, participation and award criteria and how to respond to this opportunity. Suppliers are strongly encouraged to read this document before preparing their submission.
3. This document has been prepared to assist Suppliers in deciding whether to participate in this Procurement. **Please read this document carefully, as failure to comply with this document may result in exclusion from the Procurement and/or the rejection of any submission.**
4. This document should be read in conjunction with the Tender Notice and any other Procurement documents which have been made available at this stage of the Procurement.
5. The Authority reserves the right to issue updated versions of this document to Suppliers as and when the need arises, in order to reflect the corresponding stage of the Open Framework, together with any changes to the Procurement or any other new information.
6. Please read and ensure compliance with the Procurement terms and conditions contained in Appendix A.
7. Common terms and expressions shall have the meanings ascribed to them in the glossary in Appendix E.
8. All references to a 'section' are to a section in the Act unless otherwise stated.
9. All references to a 'paragraph', 'appendix' or 'annex' are to a paragraph, appendix or annex of this document unless otherwise stated.
10. All references to dates and times within this document shall be interpreted in accordance with the United Kingdom time zones applicable at the date of the Procurement (i.e. GMT/BST).

# Introduction to the Authority

11. Bedford Borough Council ("the Council") is a unitary authority responsible for delivering a wide range of services to approximately 180,000 residents across the Borough of Bedford. The Council works in partnership with residents, service users, providers, community organisations, and other stakeholders to deliver high-quality, accessible, and value-for-money services that support the wellbeing of local communities.
12. The Council is seeking to establish an Approved Provider Open Framework for the provision of the Services described in this Invitation to Tender (ITT). The Open Framework will support the Council in meeting current and future service requirements by maintaining a pool of suitably qualified and experienced Providers capable of delivering safe, effective, and person-centred services.
13. Further details regarding the Council and the Services required are provided within this ITT and the accompanying procurement documents.

# Overview of the Authority's requirement

14. Bedford Borough has a statutory duty to provide free school transport for those of compulsory school age who meet national set criteria. Bedford Borough has a duty to offer transport support for those of sixth form age who are deemed SEN as per local discretion and free transport to those 19 plus as part of the adult duty if still accessing full-time education as essential activity for their SEN pathway. Bedford Borough School and Specialist Transport team also arranges Adults and Children's Social Care transport for activities including but not limited to Contact, Professional appointments and accessing Day Centres.
15. As part of the statutory or local services for transport, Bedford Borough will arrange transport through a variety of modes. One mode of transport is commissioned transport either shared or solo.
16. Bedford Borough Council is establishing an Open Framework and invites suitably qualified transport operators to apply for admission as Framework Providers for the delivery of commissioned transport services. Admission to the Open Framework is not limited in number and the Framework will remain open to new applications during specified reopening periods, as detailed in this ITT. The Open Framework, including the management of Provider admissions and Call-Off opportunities, will be administered electronically in accordance with the Procurement Act 2023. Only Providers admitted to the Open Framework will be eligible to participate in Call-Off award procedures and be considered for the award of transport service contracts.

# Preliminary market engagement and Open Framework Arrangements

## Preliminary market engagement

17. A Preliminary Market Engagement Notice (Reference 2026/S 000-079984) was published on 21 August 2026 to inform the market of the Council's intention to establish a new Open Framework for the provision of School and Specialist Transport services. The notice provided an overview of the Council's requirements, outlined the proposed replacement of the existing Passenger Transport Dynamic Purchasing System (DPS), and invited interested providers to submit comments and clarification questions. Participation in the engagement was voluntary and did not constitute a condition of participation in the subsequent procurement process.

Following the engagement, the notice was updated to include the Council's responses to clarification questions received through the Q&A process.

## Open Framework Procurement Overview

18. The Authority is issuing this Invitation to Tender ("ITT") in connection with the procurement described in the Tender Notice published on the Central Digital Platform under reference number **[insert reference]**.
19. This procurement is being conducted in accordance with the Procurement Act 2023 and the Procurement Regulations 2024 for the establishment of an Open Framework. An Open Framework is a framework arrangement established and operated in accordance with sections 45 to 49 of the Procurement Act 2023 and permits suppliers to apply to join the framework during defined opening periods throughout its duration.
20. This ITT sets out the Authority's requirements, the procurement process, the conditions for admission to the Open Framework and the information required from Providers seeking appointment to the Framework.
21. In order to submit a valid application, Providers must first register on the Supplier Registration Service on the Central Digital Platform and complete their Core Supplier Information. Further information is available at Supplier Registration Service.
22. Once registered, Providers will be able to generate a share code which must be entered into the Adam transport framework Accreditation and Enrolment section at the relevant time.
23. Providers are responsible for ensuring that the Core Supplier Information held on the Central Digital Platform remains accurate and up to date throughout the procurement process and, where applicable, throughout their participation in the Open Framework.

24. The Procurement Regulations 2024 require certain supplier information to be maintained and shared through the Central Digital Platform. Providers must be registered on the Central Digital Platform and have obtained a Central Digital Platform Identifier before they can participate in this procurement.

### **ADAM Onboarding**

25. For the purposes of this ITT, the Onboarding section of the ADAM eProcurement System contains the Procurement Specific Questionnaire (PSQ) and associated admission requirements. References in this ITT to completion of the PSQ refer to completion of the questionnaire and submission requirements contained within the Onboarding section of the ADAM eProcurement System.

26. The Procurement Specific Questionnaire (PSQ), available within the Onboarding section of the ADAM eProcurement System, is an online questionnaire and must be completed by Providers as part of their application for admission to the Open Framework:

26.1. assess whether any mandatory or discretionary exclusion grounds apply;

26.2. verify the information held on the Central Digital Platform;

26.3. assess the Provider's legal, financial and technical capacity;

26.4. determine whether the Provider satisfies the conditions of participation and admission requirements for appointment to the Open Framework.

27. The contents of this ITT and all associated procurement documents issued through the Authority's e-tendering portal, other than information already in the public domain, remain the property of the Authority and must be treated as confidential. If a Provider is unwilling or unable to comply with this requirement, it must destroy all copies of the documentation and refrain from participating further in the procurement.

28. Bedford Borough Council ("the Council") is seeking to establish an Open Framework for the provision of Home to School Transport Services for eligible children and young people.

29. The Open Framework will comprise transport operators that meet the Authority's minimum requirements and are successfully admitted to the Framework in accordance with the evaluation process set out in this ITT.

30. The Framework will operate as an Open Framework under the Procurement Act 2023. The Framework will remain open for the admission of new suppliers during specified opening periods, details of which are set out in section Procurement Timetable of this ITT. Suppliers admitted to the Framework may be invited to participate in subsequent contract award procedures conducted in accordance with the Framework rules.

30.1. The Authority reserves the right, at its absolute discretion, not to open the Framework for the admission of new suppliers during the final six (6) months of the Framework term.

- 30.2. Where the Authority exercises the extension option set out in clause 30.1, the final six (6) month period referred to in clause 30.1 shall be measured by reference to the revised expiry date of the Framework. The Authority may, at its discretion, open the Framework for the admission of new suppliers during the extension period, provided that no admission window shall commence within the final six (6) months preceding the expiry of the Framework, including any extension period.

### 31. Contract Term

- 31.1. The Open Framework shall operate for a period of 1 December 2026 until 19 March 2029. The Authority may, at its sole discretion, extend the Open Framework for a further period of up to 5 year 8 months by providing written notice to Framework Suppliers prior to the expiry of the initial term.
- 31.2. The Authority may award Call-Off Contracts to Framework Suppliers at any time during the term of the Open Framework, including any extension period.
- 31.3. Each Call-Off Contract shall commence on the date specified in the relevant Call-Off Contract and shall continue for the period specified therein.
- 31.4. The duration of each Route Service Agreement shall not extend beyond the expiry date of the Open Framework. Where the Authority exercises the extension option in clause 30.1, the term of any active Route Service Agreement shall automatically be extended by the same period, unless otherwise notified by the Authority, so that the Open Framework and all active Route Service Agreement expire on the same date.

### 32. Framework Lots

- 32.1. The Open Framework is divided into the following Lots:

| Lot   | Description                                                                         |
|-------|-------------------------------------------------------------------------------------|
| Lot 1 | Passenger transport services using vehicles with capacity for 1-3 passengers        |
| Lot 2 | Passenger transport services using vehicles with capacity for 4-8 passengers        |
| Lot 3 | Passenger transport services using vehicles with capacity for 9-16 passengers       |
| Lot 4 | Passenger transport services using vehicles with capacity for 17-33 passengers      |
| Lot 5 | Passenger transport services using vehicles with capacity for 49 or more passengers |
| Lot 6 | Medical Transport Services                                                          |

- 32.2. Providers may apply for admission to one or more Lots.

- 32.3. Following admission to the Open Framework, Providers may apply for admission to additional Lots during the term of the Open Framework in accordance with the Framework Admission Procedure.
- 32.4. Admission to a Lot does not guarantee the award of any Route Service Agreement.
- 32.5. Routes will only be awarded to Providers admitted to the relevant Lot at the time of the award
- 32.6. The Council reserves the right to amend, subdivide, merge, replace or otherwise modify the Lot structure where permitted under the Open Framework Agreement, the procurement documents and the Procurement Act 2023.
- 32.7. The Council reserves the right not to award Routes under one or more Lots.

### **33. Provider Admission**

- 33.1. The Council does not intend to limit the number of Providers admitted to the Open Framework. Any Provider that satisfies the minimum requirements and achieves the required evaluation thresholds may be appointed to the Open Framework.
- 33.2. The Open Framework will be reopened periodically during its term. The Council will publish details of each reopening opportunity via the Central Digital Platform and ADAM eProcurement System.
- 33.3. Providers may apply for admission during an opening window and will be assessed against the published selection and award criteria.
- 33.4. As part of their application, Providers must identify the Lot or Lots for which admission is sought and demonstrate that they meet the applicable conditions of participation and technical requirements for those Lots.
- 33.5. All applications submitted during the term of the Open Framework will be assessed against the same published criteria and requirements used to evaluate initial applications.
- 33.6. Admission to the Open Framework does not guarantee the award of any Call-Off Contract.

### **34. Open Framework Reopening Process**

- 34.1. The Open Framework will be reopened periodically during its term to enable additional Providers to apply for admission.
- 34.2. The Council currently anticipates reopening the Open Framework twice a year. However, the Council reserves the right to amend the frequency, timing, and number of reopening opportunities during the term of the Open Framework in accordance with its operational requirements.

- 34.3. Details of each reopening opportunity, including application deadlines, evaluation periods, and admission dates, will be published via the Central Digital Platform and the ADAM eProcurement System. Providers are responsible for monitoring these platforms for future admission opportunities.
- 34.4. Applications submitted during a reopening window will be evaluated against the same selection and award criteria set out in the procurement documents, unless otherwise notified by the Council in accordance with applicable procurement legislation.
- 34.5. Providers successfully admitted through a reopening window will be appointed to the Open Framework on the same terms and conditions as existing Framework Providers and will be eligible to participate in future Call-Off opportunities following completion of the Council's onboarding requirements.
- 34.6. Completion of the Council's Self-Billing Agreement shall form part of the Council's onboarding requirements.
- 34.7. There is no limit on the number of Providers that may be admitted to the Open Framework, provided they satisfy the Council's minimum requirements and achieve the required evaluation thresholds.

### **35. Call off Award Procedure**

- 26.1 The Council reserves the right to determine the most appropriate method of awarding each Call-Off Contract, taking account of the specific requirements of the service user, operational considerations, safeguarding requirements, timescales and value for money considerations.

- 26.2 Call-Off Contracts may be awarded by either:

a) Direct Award

Where appropriate, the Council may make a Direct Award to a Provider on the Open Framework based on the specific needs, preferences, or choice of the service user, and the suitability of the Provider to meet those requirements.

Direct Awards may be made taking account of one or more of the following factors:

- The specific needs of the child or young person.
- Compatibility with Special Educational Needs and Disabilities (SEND) requirements.
- Service continuity and minimisation of disruption.
- Geographic location and route efficiency.
- Vehicle type and accessibility requirements.
- Provider capacity and availability.

- Safeguarding considerations.
- Urgent or emergency transport requirements.
- Best value for money.
- Parent, carer or service user preference where appropriate.

The Council will maintain appropriate records of all Direct Award decisions.

#### b) Mini-Competition/ Reverse auction

Where the Council considers further competition necessary, eligible Providers will be invited to participate in a Mini-Competition. Mini-Competitions will be conducted through the ADAM eProcurement system using a reverse auction process. Awards will be made in accordance with the criteria specified in the Mini-Competition documentation.

Providers participating in an electronic auction will be provided with details of the auction methodology, bidding rules and evaluation process in advance of the event. Providers will be able to view their ranking position during the auction but will not be provided with information identifying competing Providers.

## **27 Framework Provider Eligibility**

### 27.1 Only Providers who:

- Remain admitted to the Open Framework;
- Maintain all required licences, insurances and compliance documentation; and
- Are not subject to suspension or other restrictions,

shall be eligible to receive Call-Off opportunities or be awarded Call-Off Contracts

# Procurement timetable

36. The timetable for the Procurement is set out in the Procurement Timetable below. Deadlines for the submission of responses to the Authority are shown in bold. Failure to meet these deadlines will result in a Supplier's submission not being considered unless there are exceptional mitigating circumstances such as a technical failure in connection with the Portal.

| Date                   | Procurement Activity                                  |
|------------------------|-------------------------------------------------------|
| 21 Aug 2026            | Publication of PME Notice                             |
| 9 Sep 2026             | Publication of Tender Notice and Tender Documentation |
| 21 Sep 2026            | Deadline for bidders clarifications                   |
| <b>5 Oct 2026 @1pm</b> | <b>Tender Submission deadline</b>                     |
| 5 – 30 Oct 2026        | Evaluation of initial Applications                    |
| 5 - 12 Nov 2026        | Internal award approval governance                    |
| 13 Nov 2026            | Notification of Admission Decisions                   |
| 13 – 24 Nov 2026       | Standstill period (8 working days)                    |
| 25 Nov 2026            | Contract award                                        |
| 1 Dec 2026             | Framework Commencement Date                           |
| 19 Mar 2029            | Framework Expiry Date                                 |
| 30 Nov 2034            | Maximum Framework Duration (including extensions)     |

## Framework Reopening Timetable

37. Following establishment of the Open Framework, the Council intends to reopen the Framework periodically to admit additional Providers. The indicative timetable for framework reopening opportunities is set out below. The Council reserves the right to amend these dates, introduce additional opening windows, or decide not to conduct a reopening where this is considered necessary.

38. Details of each reopening opportunity will be published via the Central Digital Platform and ADAM eProcurement System.

39. Any changes to the Procurement Timetable will be notified simultaneously to the Suppliers

| <b>Activity</b>                                                         | <b>Indicative Timing</b>                                            |
|-------------------------------------------------------------------------|---------------------------------------------------------------------|
| Framework Commencement                                                  | 1 Dec 2026                                                          |
| Opening Window 1                                                        | Feb- Mar 2027 new submissions<br>Apr 2027 evaluation and admission  |
| Opening Window 2                                                        | Oct – Nov 2027 new submissions<br>Dec 2027 evaluation and admission |
| Final Opening Window                                                    | Feb - Apr 2028 new submissions<br>May 2028 evaluation and admission |
| Initial Framework Expiry                                                | 19 Mar 2029                                                         |
| Maximum Framework Expiry<br>(if all extension options are<br>exercised) | 30 Nov 2034                                                         |

# How to respond to this opportunity

40. Bidders must register on the ADAM eProcurement System to access the procurement documents and submit a response. To register click on the link below:

<https://www.theaccessgroup.com/en-gb/health-social-care/software/commissioning-software/access-adam-providers-site/passenger-transport/>

41. Tender responses must be submitted electronically via the ADAM eProcurement System by the Tender Submission Deadline. Responses submitted by any other means will not be accepted.

42. Bidders are responsible for ensuring that all required information and supporting documentation are submitted as part of their tender response.

43. Successful Bidders will be required to complete the Council's onboarding requirements before becoming eligible to receive Call-Off Contracts.

44. The Council operates a self-billing process through the ADAM/Access payment platform. As part of the onboarding process, successful Providers will be required to enter into the Council's Self-Billing Agreement.

45. Providers shall not submit VAT invoices directly to the Council for Services delivered under Call-Off Contracts unless expressly requested by the Council.

46. By applying for admission to the Open Framework, Providers acknowledge and accept the Council's self-billing arrangements.

47. Providers admitted to the Open Framework must maintain access to the ADAM eProcurement System throughout the term of the Open Framework to participate in Mini-Competitions and reverse auctions, where applicable.

# Requests for clarification

48. **Any requests for clarification relating to the Procurement must be submitted by emailing [Adam.Projects@theaccessgroup.com](mailto:Adam.Projects@theaccessgroup.com) for the attention of Zahra or Ray, no later than the deadline in the Procurement Timetable.**

This will allow the Authority sufficient time to respond to queries prior to the closing date for receipt of submissions. The Authority will endeavour to respond to requests for clarification submitted in accordance with these requirements as soon as possible.

49. The Authority reserves the right not to answer any requests for clarification submitted after the deadline set out in the Procurement Timetable section above.
50. If a Supplier experiences any technical issue in relation to the Portal, they must notify the Authority without delay and seek assistance using one of the support channels below:
- Project Team: [adam.projects@theaccessgroup.com](mailto:adam.projects@theaccessgroup.com)
  - ADAM Support Team: [support@useadam.co.uk](mailto:support@useadam.co.uk)
  - Telephone: 01223 261838
  - Queries may also be raised through the Digital Assistant available within SProc.Net when the Supplier is logged into the system.
51. Suppliers are responsible for allowing sufficient time to resolve any technical issues before the tender submission deadline. Technical issues will not automatically constitute grounds for an extension to any procurement timetable.
52. Where the Authority considers any requests for clarification to be relevant to the proper functioning of the Procurement, it will transmit to all other Suppliers (without reference to the identity of the Supplier which submitted the clarification question) the clarification question raised and the Authority's response, with the exception of those deemed confidential as provided below.
53. If a Supplier considers that its request for clarification should be treated as confidential and not disclosed to other Suppliers, it must communicate this and the reason why to the Authority at the time of the submission of that clarification request. The Authority will advise the Supplier in advance of providing the clarification response if it considers that all or any part of the request for clarification cannot be treated as confidential, and will provide an opportunity for the Supplier to withdraw such aspects of the request for clarification.
54. In such circumstances, the Supplier may either submit an amended request for the clarification to be treated as confidential, which would be considered by the Authority in the same manner as the original request, or raise a new request to be treated as a non-confidential request for clarification.

55. It is the responsibility of each Supplier to monitor all clarifications issued by the Authority. The Authority accepts no liability for any Supplier's failure to keep abreast of clarifications issued.

# Assessment Process and Admission Criteria

56. The Authority will assess Applications for admission to the Open Framework using the information provided within the Onboarding section of the ADAM eProcurement System, which contains the online Procurement Specific Questionnaire (PSQ), together with any supporting documentation submitted by the Provider.
57. The assessment process will include, but is not limited to:
- verification of Core Supplier Information submitted through the Central Digital Platform;
  - assessment of mandatory and discretionary exclusion grounds;
  - assessment of Conditions of Participation;
  - assessment of the Provider's legal, financial and technical capacity;
  - evaluation of any additional requirements specified by the Authority in this ITT.
58. Providers must satisfy all mandatory requirements and achieve any minimum thresholds specified by the Authority in order to be admitted to the Open Framework.
59. Full details of the online PSQ evaluation methodology, Conditions of Participation, pass/fail criteria, assessment requirements and admission thresholds relating to the online Procurement Specific Questionnaire (PSQ) available within the Onboarding section are set out in Appendix C: Procurement Specific Questionnaire (PSQ).

## Minimum Requirements

60. Providers seeking admission to the Open Framework must demonstrate, through completion of the online Procurement Specific Questionnaire (PSQ) contained within the Onboarding section of the ADAM eProcurement System and submission of any supporting documentation, that they satisfy the Authority's minimum requirements.
61. As a minimum, Providers must:
- not be subject to any mandatory exclusion grounds and satisfy the Authority in relation to any discretionary exclusion grounds;
  - satisfy all Conditions of Participation set out in the PSQ;
  - maintain valid and up-to-date Core Supplier Information on the Central Digital Platform;
  - demonstrate the legal, financial and technical capacity necessary to deliver the Services;

- hold and maintain throughout the term of the Open Framework all licences, registrations, permits and authorisations required to provide School and Specific Transport Services, including any operator, vehicle and driver licences applicable to the Services;
- maintain the minimum levels of insurance specified by the Authority;
- comply with all safeguarding, health and safety, and statutory requirements relevant to the Services;
- achieve a pass in all mandatory pass/fail assessment criteria.

62. Applications will be assessed on a pass/fail basis against the requirements set out in the Procurement Specific Questionnaire (PSQ). Providers who fail any mandatory requirement may be excluded from the procurement process and will not be admitted to the Open Framework.

63. The detailed evaluation methodology, assessment criteria, Conditions of Participation and pass/fail requirements are set out in Appendix C: Procurement Specific Questionnaire (PSQ).

#### 64. Call-off Evaluation Methodology

| Criterion                | Weighting |
|--------------------------|-----------|
| Quality Score Adjustment | 10%       |
| Price                    | 90%       |

64.1. Upon admission to the Open Framework, all Providers shall be assigned an initial Quality Score of ten (10). During the Provider's first academic year on the Open Framework, Call-Off Contracts awarded through Mini-Competitions shall be evaluated on price only, with the Quality Score being retained for monitoring purposes pending completion of the Provider's first Head Office Quality.

64.2. The first Head Office Quality Audit will be undertaken at the end of the Provider's first academic year on the Framework. Following completion of the audit, the Provider's quality score may be adjusted to reflect the audit findings.

64.3. Following first year, call off stage bids will be assessed on price and quality. Where two or more Providers submit the same price, the Provider with the highest quality score will be awarded the contract.

64.4. Quality audits will thereafter be undertaken annually. However, the Council reserves the right to conduct a quality audit at any time where there are concerns relating to performance, service delivery failures, compliance requirements,

safeguarding matters, or operator licensing issues. The outcome of any such audit may result in the Provider's quality score being revised.

## **65. Award of Transport Routes**

Following admission, individual transport requirements may be allocated by the Council using one of the following methods.

### **65.1. Direct Award**

The Council may award a Call-Off Contract by Direct Award where, in the Authority's opinion, one or more objective criteria support the selection of a particular Provider in order to best meet the requirements of the service user and the Authority's operational requirements, including but not limited to:

- Existing route continuity;
- Special educational needs compatibility;
- Geographical location;
- Best value;
- Immediate operational requirement;
- Vehicle type availability;
- Capacity availability.
- continuity of support and established relationships with the service user;
- outcomes of previous service delivery;
- risk management and safeguarding considerations

### **65.2. Mini Competitions/ Reverse Auctions**

#### **Electronic Auction**

Where appropriate and proportionate, the Council reserves the right to undertake an electronic auction (reverse auction) for individual routes or groups of routes.

- a. For each Call-Off requirement issued via a Mini-Competition, Providers will be permitted to submit an initial bid and up to four (4) subsequent revised bids during the reverse auction period.
- b. The reverse auction will be conducted through the ADAM eProcurement System. Only Providers with the vehicle type required for the relevant service

and an active Framework enrolment status will be eligible to view and participate in the Mini-Competition. Following or during each bid submission, Providers will be able to view their current ranking position relative to other participating Providers. No information identifying competing Providers will be disclosed.

- c. At the conclusion of the reverse auction, the Call-Off Contract will be awarded in accordance with the award criteria and evaluation methodology specified in the Mini-Competition documentation.
- d. The Council reserves the right to amend, suspend, or cancel any electronic auction at any time where it considers this necessary to ensure the fair and effective operation of the procurement process.
- e. The Authority reserves the right not to award a Call-Off Contract following a Mini-Competition where no submission is considered suitable or where circumstances change such that the transport requirement is no longer required

#### **64.3 Execution of Route Service Agreements**

Following the award of an individual route by Direct Award, Mini-Competition, Reverse Auction or other Competitive Selection Process, the Council shall issue a Route Service Agreement for the relevant route.

The successful Provider must execute and return the Route Service Agreement within the timescale specified by the Council and prior to service commencement.

The Route Service Agreement shall incorporate and be governed by:

A separate Route Service Agreement shall be issued for each route awarded under the Open Framework.

Failure to execute the Route Service Agreement may result in withdrawal of the award and allocation of the route to an alternative Framework Provider.

#### **Suspension of Services**

- 65.3. The Authority reserves the right to suspend a Provider, in whole or in part, from delivering Services under the Framework Agreement or any Call-Off Contract where the Provider no longer meets, or is suspected of not meeting, any mandatory legal, regulatory, licensing, safeguarding, insurance, or contractual requirements.
- 65.4. Suspension may be applied where the issue is considered capable of remediation and immediate exclusion is not deemed proportionate. Examples include, but are not limited to:
  - 65.4.1. Expiry or lapse of an Operator's Licence, Taxi Licence, or other required authorisation;

- 65.4.2. Delays in receiving confirmation of licence renewals from the relevant licensing authority;
  - 65.4.3. Expiry or insufficiency of required insurance cover;
  - 65.4.4. Failure to maintain mandatory safeguarding, compliance, or vehicle requirements.
  - 65.4.5. failure to maintain active admission status on the Open Framework
- 65.5. During a period of suspension, the Provider shall not be eligible to receive new Call-Off Contracts or participate in Mini-Competitions until the Authority is satisfied that the issue has been fully resolved. The Authority may require the Provider to submit evidence of compliance before lifting the suspension.
- 65.6. Where the Provider fails to remedy the issue within a reasonable period specified by the Authority, or where the breach is sufficiently serious, the Authority may proceed with exclusion from the Framework and/or termination of any affected Call-Off Contract.

## **66. Removal from the Open Framework**

- 66.1. The Council may remove a Provider from the Open Framework where:
- a) The grounds for suspension have not been remedied within the period specified by the Council;
  - b) The Provider commits a material breach of the Open Framework or any Call-Off Contract;
  - c) The Provider's performance falls below the standards required under the Open Framework and any agreed improvement actions have not been satisfactorily implemented;
  - d) The Provider's operator licence is revoked, permanently withdrawn, or otherwise ceases to be valid;
  - e) The Council considers the breach, non-compliance, or safeguarding concern to be sufficiently serious to justify immediate removal.

# Appendix A: Procurement terms and conditions

## Procedural requirements

1. This document together with all other associated documents provided to Suppliers in connection with this Procurement contain procedural requirements which Suppliers must follow. Failure to comply with or follow any procedural requirement may result in the exclusion of the Supplier from the Procurement at the Authority's sole discretion.

## Central Digital Platform

2. Suppliers that wish to participate in this Procurement are responsible for ensuring that the Central Digital Platform contains complete, accurate and up-to-date information about their organisation and any Associated Suppliers which are relevant for the purposes of this Procurement. Suppliers must notify the Authority immediately if it is unable to register on the Central Digital Platform and/or provide accurate and up-to-date information via the Central Digital Platform.

## Transparency

3. Suppliers should note that, in accordance with general transparency obligations and procurement law obligations under the Act, the Authority routinely publishes details of its procurement processes and awarded contracts. This includes, but is not limited to, the contract value, the identity of the successful Supplier, compliance with payment obligations and contract performance. Compliance with these obligations may involve the Authority taking steps without consultation with Suppliers. Where required under the Act, a copy of the contract will be published (subject to making any reasonable and proportionate redactions permitted under the Act).
4. Where required, the Authority will disclose on a confidential basis any information it receives from Suppliers during the Procurement to any third party engaged by the Authority for the specific purpose of assessing or assisting the Authority in assessing the Supplier's submission. In providing such information the Supplier consents to such disclosure.

## Modifying the Procurement

5. Neither the Tender Notice, this document nor any information given as part of the Procurement shall be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual agreement.
6. The Authority reserves the right to cancel the Procurement at any point and/or to choose not to award any contract as a result of this Procurement.
7. Suppliers will remain responsible for all costs and expenses incurred by them, their staff, and their advisers or by any third party acting under their instructions in connection with this Procurement. For the avoidance of doubt, the Authority is not liable

for any costs or expenditure resulting from any cancellation or amendment of this Procurement.

8. The Authority reserves the right at any time:
  - a. to issue amendments, modifications or additional information to any documentation which forms part of this Procurement, including the Procurement terms and conditions contained in this Appendix A
  - b. to require a Supplier to clarify their proposal(s) and/or tender submission in writing and/or provide additional information – failure by a Supplier to respond adequately may result in their tender submission being rejected
  - c. to alter the Procurement Timetable for this Procurement [including the right to award different lots at different times]
  - d. to rewind and re-run any part of the Procurement on the same or alternative basis
  - e. to amend the Procurement as described herein, including the number of stages and the number of Suppliers to be selected at any stage

## **Confidentiality and publicity**

9. Save to the extent made publicly available by the Authority, the information in this document (together with all attachments and any other information communicated to Suppliers during the Procurement) is made available on the condition that it is treated as confidential information by the Supplier and is not disclosed, copied, reproduced, distributed or passed to any other person at any time except in order to comply with legal obligations or for the purpose of enabling a submission to be made to the Authority, provided that such person has given an undertaking prior to the receipt of the relevant information (and for the benefit of the Authority) to keep such information confidential.
10. Suppliers must not take part in any publicity activities with any part of the media about this Procurement without obtaining the express prior written agreement of the Authority. When requesting prior written agreement, Suppliers are required to detail the proposed media coverage including format and content of any publicity.

## **Freedom of information and environmental information**

11. The Authority is subject to the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR). All information submitted to the Authority may be disclosed in response to a request made pursuant to the FOIA or the EIR.
12. In respect of any information submitted by a Supplier that it considers to be commercially sensitive, the Supplier should:
  - a. clearly identify which information is considered commercially sensitive and complete the table contained within Appendix H

- b. explain the potential implications of disclosure of such information
- c. provide an estimate of the period of time for which the Supplier considers that such information will remain commercially sensitive

13. The Authority will endeavour to:

- a. hold confidential all information submitted by a Supplier that it identifies as being commercially sensitive
- b. consult with a Supplier about commercially sensitive information before making a decision on any FOIA requests and EIR requests received

14. Suppliers should note, however, that the final decision on any FOIA request and EIR request rests with the Authority, subject to applicable law. Even where information is identified as commercially sensitive, unless an exemption/exception provided for under the FOIA/EIR is applicable, the Authority will be obliged to disclose that information in response to a request. Accordingly, the Authority cannot guarantee that any information marked 'commercially sensitive' will not be disclosed.

## **Requirements on sub-contractors and consortium**

15. If requested to do so by the Authority, a Supplier will be required to enter into a legal arrangement with other members of a consortium or with any parties which are relied on in order to satisfy the conditions of participation relating to this Procurement (in accordance with section 72 of the Act). Acceptance of this request shall be considered a mandatory requirement and failure to accept the same may result in the Supplier's exclusion from the Procurement.

## **Financial securities**

16. The Council reserves the right, where it is reasonable and proportionate to do so, to require a Supplier to provide appropriate financial security or assurances, having regard to the nature, value and risk of the Services. Any such requirement will be notified to Suppliers in advance and may form part of the conditions for admission to the Open Framework or the award of a Call-Off Contract.

## **Non-collusion, non-canvassing**

17. Any attempt by a Supplier or their advisers to influence the Procurement in any way may result in the exclusion of the Supplier, without prejudice to any other civil or legal remedies available to the Authority and without prejudice to any criminal liability that such conduct by a Supplier may attract.

18. Specifically, Suppliers must not directly or indirectly at any time:

- a. devise or amend the content of their submissions in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, subcontractor, consortium member insurance provider or provider of finance

- b. enter into any agreement or arrangement with any other person as to the form or content of any other submission 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 submission
  - c. enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a response in this Procurement
  - d. canvass any employees, members or agents of the Authority in relation to this Procurement
  - e. attempt to obtain information from any of the employees, members or agents of the Authority or their advisors concerning another Supplier or submission
  - f. carry out any other co-operation or collusion with another Supplier or any other person which the Authority considers capable of undermining fair competition
19. Suppliers are required to complete and return Appendix G (Certificate of non-collusion and non-canvassing) noting that the Authority will be entitled to rely on the information provided in the certificate.

## **Conflicts of interest**

20. Suppliers are responsible for ensuring that no actual, potential or perceived conflicts of interest (within the meaning of the Act) exist between themselves and the Authority or its advisers. Suppliers must notify the Authority immediately of any actual, potential or perceived conflict of interest.
21. In the event of any actual, potential or perceived conflict of interest, the Authority shall in its absolute discretion decide on the appropriate course of action. The Authority reserves the right to:
- a. exclude any Supplier that fails to notify the Authority of an actual, potential or perceived conflict of interest, or where an actual conflict of interest exists
  - b. request further information from any Supplier and require any Supplier to take reasonable steps to mitigate a conflict of interest. This may include requiring any Supplier to enter into a specific conflict of interest agreement with the Authority. Failure to do so may result in the Supplier being excluded from participating in, or progressing as part of, the Procurement process
22. The Authority strongly encourages Suppliers to contact the Authority as soon as possible using the Portal should it have any concerns regarding actual, potential or perceived conflicts of interest.

## **Conflict assessments**

23. The Authority confirms that, prior to the issue of the Tender Notice in this Procurement, a conflict assessment has been prepared in accordance with the Act.

## Intellectual property

24. Suppliers are reminded that all intellectual property rights, including copyright, in the documents and materials supplied by the Authority and/or its advisers in this Procurement, in whatever format, belong to the Authority, its advisers or the relevant owner/licensor. Suppliers shall not copy, reproduce, distribute or otherwise make available any part of these documents to any third party (except for the purpose of preparing a submission) without the prior written consent of the Authority. All documentation supplied by the Authority in relation to this Procurement must be returned or destroyed on demand, without any copies being retained by Suppliers.

## Anti-competitive behaviour

25. Suppliers are reminded of their obligations under applicable competition laws. The Authority may require evidence from Suppliers that their arrangements are not anti-competitive and reserves the right to require any Supplier to comply with any reasonable measures which may be needed to verify that no anti-competitive arrangements are in place.
26. Any evidence of anti-competitive behaviour may result in a Supplier being disqualified from the Procurement. The Authority also reserves the right to refer any suspected breaches of applicable competition laws to the relevant authorities including, but not limited to, the Competition and Markets Authority and the Serious Fraud Office.
27. Suppliers should note that anti-competitive behaviour may result in the Supplier being excluded from bidding for contracts under Schedule 7, Paragraph 7 of the Act. Where a relevant decision has been made by the Competition and Markets Authority under the Competition Act 1998, the Supplier may also be excluded from bidding for contracts under Schedule 6, paragraph 41 and may be added to the debarment list and/or be liable for civil and/or criminal penalties.

## Contract

28. A tender submission is an offer to enter into a contract on the terms of the contents of the submission. Notification of an award decision does not constitute acceptance by the Authority. Any document submitted by a Supplier shall only have contractual effect when it is contained within an executed written contract.
29. The Supplier's final tender submission must remain valid for acceptance for a period of [90 days] from the date of its submission or until any procurement challenge/s have been resolved.

## Modifying Applications

30. Providers may amend or replace their submitted application, including their Procurement Specific Questionnaire (PSQ) response and supporting documents, at any time prior to the application submission deadline. The Authority will not assess applications until after the submission deadline specified in the Procurement Timetable.

## Supplier eligibility

31. Suppliers are reminded that the eligibility requirements in this document, Tender Notice and all other associated tender documents apply to the Procurement at all times.

32. The Authority reserves the right to request such further information, clarification or supporting evidence from any Provider as it considers necessary in relation to any aspect of the Provider's submission, including the Procurement Specific Questionnaire (PSQ), Core Supplier Information, exclusion grounds, conditions of participation, technical and professional ability, economic and financial standing, or any other information provided as part of the application. The Authority may make one or more such requests at any stage during the procurement process, prior to admission to the Open Framework and, where relevant, at any time during the term of the Open Framework to verify a Framework Supplier's continued compliance with the Framework requirements.
33. Providers and Framework Suppliers must promptly notify the Authority in writing via the Portal of any change to the information provided in their application, Procurement Specific Questionnaire (PSQ), Core Supplier Information, or any supporting documentation, including but not limited to changes relating to Associated Suppliers, exclusion grounds, conditions of participation, legal status, technical and professional ability, or economic and financial standing. This obligation shall apply throughout the procurement process, following admission to the Open Framework, and throughout the term of the Open Framework.
34. Upon receipt of such notification, or where the Authority otherwise becomes aware of a relevant change in circumstances, the Authority reserves the right to request further information and to assess whether the Provider or Framework Supplier continues to satisfy the requirements for admission to, and participation in, the Open Framework. The Authority may take such action as it considers appropriate in light of that assessment, including but not limited to refusing admission to the Open Framework, suspending participation in Framework activities, removing a Framework Supplier from the Open Framework, or excluding an Provider from the procurement process.

## **Supplier warranties**

35. In submitting an application for admission to the Open Framework, the Provider warrants, represents and undertakes to the Authority that:
- a. it understands and has complied with the requirements set out in this ITT and the Procurement Specific Questionnaire (PSQ)
  - b. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Authority by the Provider, its employees, agents or representatives in connection with the procurement are true, complete and accurate in all respects at the date they are provided and remain so at the application submission date;
  - c. it has undertaken its own investigations, research and due diligence and has satisfied itself as to all matters relating to the Open Framework and any subsequent Call-Off Contracts and has not relied upon any representation or warranty made by or on behalf of the Authority, except where expressly stated by the Authority;
  - d. it has the full power, capacity and authority to submit an application for admission to the Open Framework and, where applicable, to perform any obligations arising under the Open Framework and any Call-Off Contract and shall provide evidence of the same upon request by the Authority.

36. Providers and Framework Suppliers should note that the potential consequences of providing incomplete, inaccurate or misleading information include, but are not limited to:
- a. the Authority rejecting the application and excluding the Provider from the procurement process;
  - b. the Authority refusing admission to, suspending participation in, or removing a Framework Supplier from the Open Framework;
  - c. the Provider or Framework Supplier becoming an excluded supplier under Schedule 6 or Schedule 7 of the Procurement Act 2023, where applicable;
  - d. the Authority terminating or rescinding a Framework Agreement or any Call-Off Contract and seeking such remedies as may be available at law, including under the Misrepresentation Act 1967;
  - e. where fraud or fraudulent intent can be proven, prosecution under the Fraud Act 2006 and any consequent exclusion or debarment under the Procurement Act 2023.

### **Third parties**

37. Nothing in these terms is intended to confer any rights on any third party under the Contracts (Rights of Third Parties) Act 1999. This does not affect any right or remedy of any person which exists or is available apart from that Act.

### **Applicable law**

38. The law of England is applicable to this Procurement.
39. Suppliers must agree to submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute arising out of or in connection with this Procurement.

## **Appendix B: The Authority's detailed requirement**

Please see a separate document titled Document 3 – Route Service Agreement and Service Specification

# Appendix C: Procurement Specific Questionnaire (PSQ)

## Introduction

- 1.1 Public procurement is governed by regulations to ensure that procurement delivers value for money, competition, transparency and integrity
- 1.2 The Procurement Specific Questionnaire (PSQ) has been designed to help contracting authorities ensure that suppliers share the right information when participating in a procurement. This is separate from the formal tender submission (on how the supplier proposes to meet the tender requirements). The PSQ consists of three parts:

## Part 1 – confirmation of core supplier information

- 1.3 Suppliers participating in procurements will now be expected to register on a central digital platform (CDP). Suppliers can submit their core supplier information and, where a procurement opportunity arises, share this information with the contracting authority via the CDP. It is free to use and will mean suppliers should no longer have to re-enter this information for each public procurement but simply ensure it is up to date and subsequently shared. The CDP is available at <https://www.gov.uk/find-tender>. Part 1 provides confirmation that suppliers have taken these steps.

## Part 2 – additional exclusions information

- 1.4 Procurement legislation provides for an ‘exclusion regime’ and a published ‘debarment’ list to safeguard procurement from suppliers who may pose a risk (for example, due to misconduct or poor performance). Suppliers must submit their own (and their connected persons) exclusions information via the CDP. This includes self-declarations as to whether any exclusion grounds apply to them and, if so, details about the event or conviction and what steps have been taken to prevent such circumstances from occurring again.
- 1.5 As part of a procurement, a supplier will need to also share additional exclusions information for any suppliers that they are relying on to meet the procurement’s conditions of participation. These could either be consortium members or key sub-contractors (but excludes any guarantors). These suppliers are ‘associated persons’ and their exclusions information must be shared with the contracting authority. We recommend this is done by ensuring that associated persons register, submit and share their information via the CDP (like the prime/main supplier).
- 1.6 In addition to the sub-contractors who are being relied on to meet the conditions of participation (who are associated persons), suppliers will need to share an exhaustive list of all their intended sub-contractors, which will be checked against the debarment list.
- 1.7 If a sub-contractor is unknown at the start of the procurement (or brought in during it), this should be made clear by the supplier and relevant details of the sub-contractor should be provided once their identity and role is confirmed. This information should be shared with the contracting authority as soon as possible and at least by final tenders.

- 1.8 If a sub-contractor is unknown at the start of the procurement (or brought in during it), this should be made clear by the supplier and relevant details of the sub-contractor should be provided once their identity and role is confirmed. This information should be shared with the contracting authority as soon as possible and at least by final tenders.

### **Part 3 – conditions of participation**

- 1.9 Contracting authorities may set conditions of participation which a supplier must satisfy in order to be awarded a public contract. They can relate to the supplier's legal and financial capacity or their technical ability.
- 1.10 Some of the information requested in the PSQ will be for information purposes only. Other information will be assessed by the contracting authority. This might include a pass or fail mechanism, or a threshold which the supplier must meet. Under certain procurement processes, a contracting authority might use the information shared via the PSQ as part of a selection process to limit the number of participating suppliers. For example, inviting the five suppliers that submitted the highest scoring responses. Where this is the case, the contracting authority will outline the maximum number of suppliers, and the criteria used to select the limited number of suppliers, in their tender notice (section 20(4)(a) of the Procurement Act and regulation 19(2)(d) of the Procurement Regulations 2024).
- 1.11 Suppliers should note that contracting authorities have legislative duties to publish certain information which relate to the supplier in their contract award notices. This information includes, but is not limited to:
- Details of the winning supplier's associated persons
  - Details of the winning supplier's connected person information
  - For certain procurements over £5 million, details of unsuccessful bidders
- 1.12 Where a supplier is unsure or requires any clarification, they should check with the contracting authority.
- 1.13 The Authority will evaluate all responses to the Procurement Specific Questionnaire (PSQ) in accordance with the evaluation methodology detailed in the table below:

**Table 1:**

| Question | Requirement                     | Scoring                | Assessment                                                                        |
|----------|---------------------------------|------------------------|-----------------------------------------------------------------------------------|
| 1-2      | Supplier Identification         | Mixed Information only | Reviewed for due diligence and supplier identification purposes only. Not scored. |
| 3        | Core Supplier Information (CDP) | Pass/Fail              | Pass: Yes and PDF uploaded.<br>Fail: No or PDF not provided.                      |
| 4-9      | Bidding model                   | Information only       | Information used to establish bidding arrangements. Not scored.                   |

|       |                                           |                                               |                                                                                                                                                                                                                                                                                                                                           |
|-------|-------------------------------------------|-----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10-13 | Debarment                                 | Pass/Fail / Clarification                     | Pass: Not on Debarment List.<br>Fail: Subject to mandatory exclusion. Self-cleaning evidence may be reviewed where permitted under PA23.                                                                                                                                                                                                  |
|       | Associated Persons                        | Pass/Fail (where applicable)                  | Pass: Required forms submitted.<br>Fail: Forms not submitted where reliance is declared.                                                                                                                                                                                                                                                  |
| 14-15 | Sub-contractors                           | Pass/Fail (where applicable)                  | Pass: Required forms submitted.<br>Fail: Forms not submitted where reliance is declared.                                                                                                                                                                                                                                                  |
| 16-35 | Organisation Information                  | Information                                   | Information used for due diligence and verification purposes only. Not scored.                                                                                                                                                                                                                                                            |
| 1-2   | Conflict of Interest                      | Information Only                              | The Authority will review any declared actual, potential or perceived conflict of interest. Where a conflict is identified, the Authority may request further information and determine whether the conflict can be effectively avoided, mitigated or managed. Providers may be excluded where a conflict cannot be effectively remedied. |
| 3-4   | Economic & Financial Standing             | Information only                              | Responses will be reviewed for information purposes only. This question is not scored and will not be assessed on a pass/fail basis. The Council reserves the right to request further information or clarification where necessary.                                                                                                      |
| 5     | Supply Chain Payment                      | Information Only                              | For information and monitoring purposes. The Authority may seek clarification where appropriate.                                                                                                                                                                                                                                          |
| 6     | Organisational Qualifications / Standards | Pass/Fail                                     | Providers must demonstrate compliance with the specified standards or provide evidence of equivalent arrangements acceptable to the Authority.                                                                                                                                                                                            |
| 7-8   | Modern Slavery Act Compliance             | Information Only / Pass-Fail where applicable | Where applicable, Providers must demonstrate compliance with statutory reporting obligations under section 54 of the Modern Slavery Act 2015. The Authority reserves the right to seek further evidence.                                                                                                                                  |
| 9-13  | Licences and Registrations                | Pass/Fail                                     | Providers must hold and maintain all licences, permits and registrations required to legally deliver the Services. Failure to provide the required licence evidence will result in a fail.                                                                                                                                                |
| 14-16 | Insurance Requirements                    | Pass/Fail                                     | Providers must confirm and evidence that they hold, or will obtain prior to contract commencement, the minimum insurance levels specified by the Authority.                                                                                                                                                                               |
| 17-21 | Previous Regulatory or Contractual Issues | Information Only                              | The Authority will review the circumstances disclosed and may seek clarification or additional evidence before determining whether the Provider continues to satisfy the Conditions of Participation.                                                                                                                                     |

|       |                                                 |                  |                                                                                                                                                                                |
|-------|-------------------------------------------------|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|       | Driver Licences                                 | Pass/Fail        | Providers must confirm that all drivers hold a valid full UK driving licence.                                                                                                  |
| 22-24 | Vehicle Age Requirements                        | Information Only | The Authority will review any exemptions or explanations provided and may seek further clarification where necessary.                                                          |
|       | Vehicle Compliance                              | Pass/Fail        | Providers must confirm compliance with all vehicle standards, licensing requirements, inspection requirements and relevant legislation.                                        |
| 25    | DBS / Client Transport Authorisation Compliance | Pass/Fail        | Providers must confirm that only appropriately authorised and vetted staff will deliver the Services.                                                                          |
| 26    | Health & Safety Responsibility                  | Information Only | For information and contract management purposes.                                                                                                                              |
| 27    | Safeguarding Training                           | Pass/Fail        | Providers must confirm that relevant staff have completed, or will complete, the required safeguarding training.                                                               |
| 28    | Data Protection Compliance                      | Pass/Fail        | Providers must confirm compliance with the Council's data protection requirements.                                                                                             |
| 29    | Driver and Passenger Assistant Code of Practice | Pass/Fail        | Providers must confirm compliance with the Council's Code of Practice.                                                                                                         |
| 30    | Framework Agreement and Call-Off Terms          | Pass/Fail        | Providers must confirm acceptance of the Framework Agreement and Call-Off Terms and Conditions.                                                                                |
| 31    | Journey Monitoring Arrangements                 | Pass/ Fail       | Confirmation that the Applicant will verify that all planned journeys have been completed by drivers and maintain appropriate monitoring arrangements.                         |
| 32-44 | Technical & Professional Ability Information    | Information Only | The Authority may review responses and request clarification or supporting evidence where necessary to assess Provider suitability and risk.                                   |
| 45    | Right to Work Checks                            | Pass/Fail        | Providers must confirm that appropriate right-to-work verification processes are in place.                                                                                     |
| 46    | Compliance Management Arrangements              | Pass/Fail        | Providers must demonstrate that appropriate policies, procedures and management arrangements are in place to ensure ongoing compliance with legal and contractual obligations. |
| 47    | Business Continuity Arrangements                | Pass/Fail        | Providers must demonstrate appropriate contingency arrangements for the continued delivery of Services.                                                                        |
| 48    | Operational Capability                          | Pass/Fail        | Providers must demonstrate that they possess the operational capacity, resources and arrangements necessary to deliver the Services.                                           |

|    |                                    |           |                                                                                                                         |
|----|------------------------------------|-----------|-------------------------------------------------------------------------------------------------------------------------|
| 49 | Audit and Investigation Compliance | Pass/Fail | Providers must confirm compliance with all audit, investigation and monitoring requirements specified by the Authority. |
|----|------------------------------------|-----------|-------------------------------------------------------------------------------------------------------------------------|

### Assessment Methodology

The questions in this section are used to establish the Provider's identity, legal status, bidding arrangements, connected persons, use of associated persons and subcontractors, and compliance with applicable requirements of the Procurement Act 2023.

Questions are assessed using one of the following assessment methods:

| Assessment Type        | Methodology                                                                                                                                                                                                                                                                                                                     |
|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Pass/Fail              | Providers must meet the stated requirement and provide any required confirmation and/or supporting evidence. Failure to satisfy a mandatory requirement may result in exclusion from the procurement process or rejection of the application.                                                                                   |
| Information Only       | Responses will be reviewed for due diligence, verification and contract management purposes only. These questions are not scored and are not assessed on a pass/fail basis. The Authority reserves the right to request clarification or supporting evidence where necessary.                                                   |
| Clarification Required | Responses will be reviewed on a case-by-case basis. The Authority may request clarification, additional information and/or evidence of remedial measures (self-cleaning) before determining whether the Provider satisfies the Conditions of Participation and any applicable exclusion grounds under the Procurement Act 2023. |

# Appendix D: The draft contract terms

67. Please see separate documents:

Framework Agreement

Call off Terms and Conditions

## Appendix E: Glossary

| Defined term                       | Definition                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Act                                | means the Procurement Act 2023.                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Associated Suppliers               | means a Supplier who is associated with another Supplier if either (a) the Suppliers are submitting a tender together, or (b) the Authority is satisfied that the Suppliers will enter legally binding arrangements to the effect that the Supplier will sub-contract the performance of all or part of the Contract to the other, or the other Supplier will guarantee the performance of all or part of the Contract by the Supplier (as set out in section 22(9) of the Act). |
| Authority                          | means Bedford Borough Council.                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Central Digital Platform           | means the online system defined by regulation 5(2) of the Procurement Regulations 2024 (SI 2024 No. 692).                                                                                                                                                                                                                                                                                                                                                                        |
| Call-off Contract                  | means a contract awarded under the Open Framework for the provision of particular Services.                                                                                                                                                                                                                                                                                                                                                                                      |
| Open Framework                     | means an open framework established in accordance with section 47 of the Procurement Act 2023.                                                                                                                                                                                                                                                                                                                                                                                   |
| Contract                           | means the contract to be entered into by the Authority with the successful Supplier.                                                                                                                                                                                                                                                                                                                                                                                             |
| Portal                             | means the ADAM eProcurement System portal used by the Authority for the purposes of this Procurement.                                                                                                                                                                                                                                                                                                                                                                            |
| Procurement                        | This Open Framework procurement process.                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Procurement Specific Questionnaire | means the questionnaire issued as part of this Procurement through which Providers provide information relating to exclusion grounds, conditions of participation, legal and financial standing, technical and professional ability, and other information required by the Authority for evaluation purposes                                                                                                                                                                     |
| Procurement Timetable              | The timetable for this Procurement as set out in this document.                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Provider                           | means an organisation applying for admission to, admitted to, or participating in the Open Framework.                                                                                                                                                                                                                                                                                                                                                                            |

| Defined term          | Definition                                                                                                                                     |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| Services              | means the School and Special Transport Services and any associated transport services described in this ITT and related procurement documents. |
| Supplier or Suppliers | means a supplier or suppliers (as the case may be) participating in the Procurement.                                                           |
| Tender Notice         | means the tender notice with reference [insert reference] published on [insert date] on the Central Digital Platform                           |

# Appendix F: Tender Submission Checklist

Suppliers must complete and submit all documents listed below as part of their application for admission to the Open Framework.

| Document Number        | Document Name                                                                                                                                                                                                                          | Included (Y/N) |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| Appendix F             | Tender Submission Checklist                                                                                                                                                                                                            |                |
| Appendix G             | Certificate of Non-Collusion and Non-Canvassing                                                                                                                                                                                        |                |
| Appendix H             | Commercially Sensitive Information                                                                                                                                                                                                     |                |
| PSQ                    | Completed Procurement Specific Questionnaire (PSQ) within the Onboarding section of the ADAM eProcurement System. The PSQ is an online questionnaire and forms part of the Provider's application for admission to the Open Framework. |                |
| CDP                    | Central Digital Platform Share Code                                                                                                                                                                                                    |                |
| Supporting Documents   | All supporting documentation required by the PSQ and this ITT                                                                                                                                                                          |                |
| Self-billing Agreement | Acceptance of Council Self-Billing arrangements                                                                                                                                                                                        |                |

# Appendix G: Certificate of non-collusion and non-canvassing

## Statement of non-canvassing

I/we hereby certify that I/we have not canvassed any minister, official, representative or adviser of the Authority in connection with this Procurement and the proposed award of the contract by the Authority, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act. I/we agree that the Authority may, in consideration of our tender, and in any subsequent actions, rely on the statements made in this certificate.

I/we further hereby undertake that I/we will not canvass any minister, official, representative or adviser of the Authority in connection with the Procurement and/or award of the contract and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.

## Statement of non-collusion

The Authority must receive bona fide competitive tenders from all Suppliers.

In recognition of this requirement, I/we certify that this is a bona fide offer, intended to be competitive and that I/we have not fixed or adjusted the amount of the offer or the price in accordance with any agreement or arrangements with any other person (except any Associated Supplier identified in this offer).

I/we also certify that I/we have not done, and undertake that I/we will not do, at any time during the Procurement or, in the event of my/our final tender being successful, during the term of the contract, any of the following acts:

1. communicate to any person, other than the Authority, the amount or approximate amount of my/our proposed offer except where the disclosure in confidence was essential to obtain insurance premium quotations required for its preparation
2. enter into any agreement or agreements with any other person that they shall refrain from participating in the tendering process carried out by the Authority or as to the amount of any offer submitted by them during the course of this process
3. cause or induce any person to enter into such an agreement as is mentioned in paragraph 2 above or to inform us of the amount or the approximate amount of any other tender for the contract
4. commit any offence under the Bribery Act 2010
5. offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other tender or proposed tender for the performance of the contract

In this certificate, the word 'person' includes any person, body or association, corporate or incorporate and 'agreement' includes any arrangements whether formal or informal and whether legally binding or not.

I/we agree that the Authority may, in its consideration of the tender and in any subsequent actions, rely on the statements made in this Certificate.

|                      |             |
|----------------------|-------------|
| <b>Signature</b>     | <div></div> |
| <b>Name (print)</b>  | <div></div> |
| <b>Position</b>      | <div></div> |
| <b>Supplier name</b> | <div></div> |
| <b>Date</b>          | <div></div> |

# Appendix H: Commercially sensitive information

This appendix should be read in conjunction with the relevant paragraphs relating to freedom of information (FOIA) and environmental information (EIR) in the Procurement terms and conditions.

I declare that I wish the following information to be designated as commercially sensitive:

The reason(s) it is considered that this information should be exempt under FOIA and EIR is:

The period of time for which it is considered this information should be exempt is:

Supplier to amend as appropriate [until award of contract OR during the period of the contract OR for a period of [number] years until [month], [year]].

Signature

Name (print)

**Position**

**Supplier name**

**Date**