

Description: To provide instructions and guidance regarding the tender process and allow tenderers to develop their understanding and knowledge of the range of services required.

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Epping Forest District Council

**CONTRACT FOR THE PROVISION OF WASTE AND RECYCLING COLLECTION,
STREET CLEANSING, GROUNDS MAINTENANCE AND FLEET SERVICES**

Section 1 – Descriptive Document and Invitation to Submit Outline Solutions

(ISOS Final Draft)

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Introduction

- 1.0 Epping Forest District Council (the Council) has decided to procure through a Competitive Dialogue Procedure pursuant to The Public Contracts Regulations 2006, a Contract for the provision of Waste and Recycling Collection, Street Cleansing, Grounds Maintenance and Fleet Services (the Services).
- 2.0 The Council now invites Tenderers to participate in the procurement, through Competitive Dialogue process, for the provision of the Services within and throughout the Council area.

The Council's Vision

- 3.0 The Council's Vision is to provide high quality services while providing best value for the taxpayer and a reduction in negative environmental impacts.

The Aims

- 4.0 The primary aim of this procurement exercise is to renew / replace the current contractual arrangements for waste and recycling collections and street cleansing and for the collection of abandoned vehicles and to integrate those services, but there are complementary aims which are: -
 - To market-test the in-house service for grounds maintenance services and, allied with this, to seek an arrangement to renew the current contract for arboriculture;
 - To establish and exploit synergies between grounds maintenance and street cleansing services, whether or not grounds maintenance is part of this contract;
 - To market-test the in-house service for fleet management and maintenance;
 - To seek an innovative solution in relation to depot provision;
 - To seek an innovative approach to the provision of trade waste collection and recycling
 - To assist the Council in reaching a minimum average recycling rate in excess of 60%;
 - To have a streamlined client function within the Council using up-to-date ICT provided through this contract;
 - To provide efficient, safe and effective waste collection services that residents can access and use easily and efficiently;
 - To encourage behavioural and attitudinal changes in residents to develop and instil responsible waste management practice and to maintain or improve residents' satisfaction;
 - To at least maintain, and where economic to do so to improve, street cleansing standards; and
 - Where affordable to strive for innovation and added value.

The Contract

- 5.0 The current requirements for each element of service will be set out in the Specification, but will be subject to discussion through the Competitive Dialogue process to determine whether improvements and economies can be

made. No reduction in standard of service is acceptable and preferably an improved level of service will be sought.

- 6.0 The Council would wish, in particular, to discuss at dialogue the following potential service changes:
- a. Whether a change in the collection methodology for dry recyclables would be of benefit (e.g. to include glass with the co-mingled materials)
 - b. Whether an incremental change from sack based collection of dry recyclables to one based on the wheeled bin would provide performance improvements
 - c. Although the Council will offer a depot for the initial 12 months of the Contract Period, an alternative would be desirable: the Council has identified various plots of land on which a depot could be built; or Tenderers may have other options to offer.

The Council Area and Current Services

7.0 Epping Forest District Council

The Council comprises 133 square miles extending out from the edge of Greater London; north along the Lea Valley and the long length of Epping Forest; onwards as far as the River Stort and the town of Harlow, and north east along the Roding Valley into the very heart of rural Essex. The District comprises 24 parishes in the County of Essex. The Council has 58 elected Members and is governed through an Executive Cabinet with a Leader. It has elections by thirds with the next election scheduled for May 2014. It has a population of approximately 125,000. 40% of the population is in the south within the areas of Chigwell, Loughton and Buckhurst Hill on the outskirts of London. It also has the towns of Waltham Abbey and Epping together with rural villages and settlements in the north and east of the district. The Council's administrative centre is at the Civic Offices, High Street, Epping, Essex, CM16 4BZ

- 8.0 There are approximately 54,200 properties receiving Household Waste collections in the District. The service outline is as follows: -

Residual Waste – collected fortnightly from 180-litre wheeled-bins

Mixed Dry Recyclables (excluding glass) – collected fortnightly using sacks (supplied by the Council)

Glass – collected fortnightly from a box

Organic Waste (Food and Garden Waste) – collected weekly from 180-litre wheeled-bins

- 9.0 The annual total of all Household Waste collected in Epping Forest in 2012/13 was 51,081 tonnes made up as follows:

(a) Residual waste to landfill: 20,984 tonnes;

- (b) recycled/reused: 14,471 tonnes (28.33%) comprising 10,634 tonnes of mixed dry recyclables, 3,074 tonnes of glass collected at the kerbside and 763 tonnes of other recyclables (from bring sites or bulky waste); and
- (c) composted: 15,626 tonnes (30.59%).
- 10.0 The Council currently operates 21 Bring Centres throughout the District which collect the following materials:
- 66 Glass banks
 - 13 Paper banks
 - 19 Textile & shoe banks
 - 5 Tetrapak banks
- The Council is also about to set up a six month bring bank pilot for the collection of small WEEE and cooking oil.
- 11.0 The Contractor is required to take ownership of dry recyclables collected and to ensure that they are recycled. The other waste fractions are delivered to Essex CC sites.
- 12.0 For street cleansing, the general standards that prevail are those set out in the Environmental Protection Act, 1990 and the associated Code of Practice although there are some additional requirements within the town centre and shopping areas.
- 13.0 Litter bins and dog waste bins are also emptied and maintained as part of the street cleansing service; and the removal of fly tipping and the collection of abandoned vehicles will form part of this Contract.
- 14.0 The Council continues to use an adapted form of the former NI195 indicator for measuring the cleanliness of the environment and the results for 2012/13 are as follows:
- (a) KPI 22: litter 7%
 - (b) KPI 23: detritus 9%
- 15.0 The Council delivers general grounds maintenance services in-house and wishes, as part of this procurement and as part of the ISOS stage, to assess whether this service delivers Best Value. Accordingly, tenders are sought in relation to these grounds maintenance services; and also in relation to arboriculture services, currently delivered by a separate contractual arrangement. The Council also delivers some fleet services in-house and the Council may wish, as part of this procurement but not as part of the ISOS stage, to assess whether this service delivers Best Value.

TUPE

- 16.0 The Council takes the view that the Transfer of Undertakings (Protection of Employment) Regulations 1981 will apply to the award of this contract. TUPE information will be provided for the Invitation to Submit Outline Solutions (ISOS) subject to the signing of the Confidentiality Agreement

attached at Appendix A to this Descriptive Document and Invitation to Submit Outline Solutions.

- 17.0 The Council is currently in contractual arrangements with different private sector service providers for Lot 1 services: however one of these (whom operates the abandoned and unlicensed vehicles services) has clarified that no staff would be liable for a TUPE transfer. Lot 2 and Lot 3 services are operated in-house and in the event of these being part of the Contract the Council will be transferring staff for the first time on these services. For any Council staff transferring who are members of the Local Government Pension Scheme, there is a requirement that the Contractor takes on Admitted Body Status and has a Pension Bond in place.

Staffing and Resources

- 18.0 For the avoidance of doubt Tenderers should not assume that the current staffing or resource levels or current arrangements are necessarily appropriate or adequate.

Procurement Process

- 19.0 The procurement process will be through Competitive Dialogue to enable tenderers to develop and discuss proposals with the Council for unified waste/recycling collection schemes and any other operational improvements that can be achieved.
- 20.0 The main elements of the process are:
- Pre-qualification
 - Dialogue Phase
 - Tenderers' Submissions
 - Contract Award
- 21.0 There will be three stages of procurement:-
- a. Outline Solutions
 - b. Detailed Solutions
 - c. Final Tender

The Tender Evaluation Model for Outline Solutions stage is provided as Appendix B.

- 22.0 The Contract start date is 00.01 am, Monday 3 November 2014.
- 23.0 The Draft Timetable is set out below. Stages 3, 8 and 13 in the Draft Timetable indicate the stages of the selection process where the number of Tenderers going forward to the next stage is reduced.

Draft Timetable

Procurement Stage		From	Until
1.	Issue of OJEU notice	3 June 2013	
2.	Deadline for return of PQQs		5 July 2013
3.	Evaluation of PQQs and selection of shortlisted tenderers	5 July 2013	29 July 2013
4.	Issue of Contract documentation (Outline Solutions)		30 July 2013
5.	Open Days for shortlisted tenderers		31 July 2013
6.	CD (Outline Solutions) opens, one dialogue meeting per tenderer	5 August 2013	13 August 2013
7.	Deadline for submission of tenders (Outline Solutions)		6 September 2013
8.	Evaluation and selection of tenderers for dialogue on Detailed Solutions	9 September 2013	1 November 2013
9.	Refinement of Contract documents	25 September 2013	1 November 2013
10.	Issue of Contract documentation (Detailed Solutions)		1 November 2013
11.	Dialogue (Detailed Submissions), one dialogue meeting per tenderer		November 2013
12.	Deadline for submission of tenders (Detailed Solutions)		23 December 2013
13.	Evaluation and selection of tenderers for dialogue on final tenders	24 December 2013	10 February 2014
14.	Refinement of Contract documents	21 January 2014	10 February 2014
15.	Issue of Contract documentation (Final Tenders)		11 February 2014
16.	Dialogue (Final Tenders), two dialogue meetings per tenderer		February 2014
17.	Close CD and call for Final Tenders		March 2014
18.	Deadline for submission of tenders (Final Tenders)		April 2014
19.	Final evaluation (including clarification process)		
20.	Confirm commitments, final clarifications, final due diligence and approvals		
21.	Alcatel period	30 June 2014	10 July 2014
22.	Award Contract		11 July 2014
23.	Mobilisation and Contract Start	12 July 2014	3 November 2014

Contract Length

24.0 The Contract length will be a key consideration during the Competitive Dialogue process. It is anticipated that the minimum contract length will be seven years and the maximum acceptable length will be ten years, each with

the possibility of an extension of the same period. Provisions to enable the Contract length to be extended are anticipated but will be subject to specific performance targets. The Contract length will also depend upon the nature and extent of the service investments the Contractor is proposing to make. The Council will reserve the right to terminate the Contract at key points giving not less than 18 months written notice.

Specification

25.0 The Specification will set forth the existing service levels and the standards to which those services will be provided along with KPIs to measure performance. It will also set forth the parameters for future service provision the Council believes should be provided. The Specification will, subject to amendments arising from the Competitive Dialogue process, form part of the Contract and the successful tenderer will be bound to provide services in accordance with the Specification.

Conditions of Contract

26.0 These are the terms and conditions which the Council proposes to enter into with the successful Tenderer. This document, subject to amendments arising through the dialogue process, will form part of the Contract and the successful tenderer will be bound to provide the services in accordance with the Conditions of Contract.

27.0 As part of the Competitive Dialogue process, the Council will wish to discuss these Conditions of Contract with Tenderers. Outline Solutions should be based upon the Conditions of Contract as drafted; but during the dialogue phase for Outline Solutions the Council will wish to discuss the following matters as a minimum:

- a. Contract Period;
- b. The form of Bond or other security;
- c. Performance Monitoring and Deductions; and
- d. Indexation.

28.0 Additionally, as part of their Outline Solutions Submission, each Tenderer is required to return a marked-up version of the Conditions of Contract with their comments. This will not be scored as part of the evaluation process for Outline Solutions.

Premises and Depots

29.0 Services currently operate from the following depots: -

- Waste and Recycling Collections and Street Cleansing: Langston Road, Debden, Loughton IG10 3UE
- Grounds Maintenance: Langston Road, Loughton (as above) and Pyrles Lane, Loughton
- Fleet: Langston Road, Loughton (as above)

30.0 It is the Contractor's responsibility to provide and maintain suitable offices and depots for the parking of all vehicles and the administration of the

Contract in accordance with the Conditions of Contract and Specification. Should the Contractor wish to use any, or part of any, depot facilities listed above this will be on the basis of a lease agreement negotiated with the Council, such arrangement not forming part of the Contract: but the sites noted above are only likely to be available for the initial year of the Contract.

- 31.0 This Contract provides an opportunity to develop new depot facilities and to plan and develop strategic operational bases to support the Contract over its duration. The Council has identified three areas of land for potential depot use and the Competitive Dialogue process will be used to determine how tenderers propose to use or develop facilities at these or other sites. It is acknowledged that the length of the Contract will be a consideration when assessing future development options and tenderers' proposed investment in the Contract.

Equipment and Vehicles

- 32.0 It will be the Contractor's responsibility throughout the Contract to procure and provide, at his expense, all Equipment and Vehicles to satisfactorily undertake the Services in accordance with the Conditions of Contract and Specification. All costs are to be included in the Tender. The Council will exercise a lien in respect of all vehicles and equipment owned or leased by the Contractor such that at Contract termination (howsoever caused) they will transfer to the Council and provision will be made in the Conditions of Contract for the Council to have the option to have the option to require vehicles to be transferred on termination of the Contract or for any vehicles on hire or lease to be assigned.
- 33.0 It should be noted that the Council operates and owns its vehicle fleet for Waste Collections, HGV Mechanical Sweeping and Grounds Maintenance services. These vehicles have been replaced and maintained on the basis of a rolling programme. The Council offers the Contractor the opportunity to purchase these vehicles to the Contract and any offers made in connection with these vehicles should be included in the Tenderer's submission.
- 34.0 All vehicles and carbon fuel driven plant used on this Contract shall be to the highest environmental standards relating to emissions, in the case of LGVs the minimum acceptable standard will be Euro VI at Contract commencement.
- 35.0 It may be possible for the Contractor to procure vehicles which are used exclusively for the delivery of Services on this Contract with the aid of funding arranged through the Council. Should a Contractor wish to consider the use of this option, further consideration can be given during Competitive Dialogue. However, the Tenderer will be deemed to have included in any Tender all costs and expenses in relation to vehicles and equipment whether or not this option is considered or used.

Mobilisation Period

- 36.0 The intention is to award the Contract to the successful Tenderer in early July 2014 to leave a mobilisation period of around four months. During this period

the Contractor will be required to submit an updated mobilisation plan to ensure full Services to Contract Standard on the due date.

- 37.0 During the mobilisation period the Contractor will be required to organise and attend a series of meetings with the Council specifically to discuss mobilisation and to update the mobilisation and resource plans. There will also be a need for the Contractor to attend various Council Committees as well as, potentially, Parish and other public meetings during this period. The Contractor is considered to have made sufficient allowance in their Tender for the level of attendance required.

Carbon Reduction

- 38.0 The Contractor will be required to outline all operational proposals for managing the environmental aspects of the Services to be provided under this contract. The following should be included: -

- Proposed Environmental Management systems and how they will be specifically applied to the service.
- Demonstration that the choice of vehicles, fuels and the design of the collection rounds are logistically efficient for each element of the service and that this represents minimisation of fuel use and carbon produced.
- Arrangements in place to ensure supply chain arrangements for all elements of this Service deliver Best Value and the lowest environmental impact.
- Maintenance of vehicles undertaken to ensure maximum performance and minimised emissions and fuel use throughout the Contract period.
- A range of targets over the Contract period to reduce:-
 - Fuel use
 - Carbon emissions
 - Environmental impact of service
 - Residual waste

- 39.0 The Contractor should also include any other carbon reduction measures considered appropriate and which can be validated.

Promotion and Education

- 40.0 The Council recognises the need to communicate and promote the benefits of service changes. There is a need to engage with residents during such changes and to provide on-going support to ensure the services are understood, accepted and used by the residents. The Council will consider the need for a programme of promotion and publicity to support any service changes that will be implemented as a result of this contract. The Contractor will be required to participate in this programme and include in their Tender sufficient provision to support an effective level of household communications and promotional activity. The nature and extent of this provision will form part of the Competitive Dialogue process.

Tenderers' Open Day

- 41.0 It is intended to hold a Tenderers' Open Day on 31 July 2013. Further opportunities can be arranged during the course of the Competitive Dialogue for additional visits and these will be notified accordingly.
- 42.0 A Confidentiality Agreement is included as Appendix A; and Tenderers should be prepared to sign this Agreement and bring it to the Open Day on 31 July; once this is received, Tenderers will be provided with confidential information, including TUPE data.

Responses and Enquiries

- 43.0 All responses and enquiries will be handled through: -

John Gilbert
Epping Forest District Council
Civic Offices
High Street
Epping
Essex
CM16 4BZ

Email: waste_procurement@eppingforestdc.gov.uk

Formalities regarding Submissions (Outline Solutions)

Sufficiency of Information

- 44.0 The Tenderer shall ensure that it is familiar with the content, extent and nature of its obligations as set out in the Tender Documents and shall in any event be deemed to have done so before submitting its Final Tender.
- 45.0 Tenderers will be deemed for all purposes connected with this procedure to have carried out all research, investigations and enquiries which can reasonably be carried out and to have satisfied themselves as to the nature, extent, volume and character of the Service (in the context of and as it is described in the Specification) and the extent of the labour, vehicles, depots, equipment, IT and other materials and resources which may be required and any other matter which may affect its Tender.

Costs and Expenses

- 46.0 All costs, expenses and liabilities incurred by the Tenderer in connection with preparation and submission of Tenders will be borne by the Tenderer.
- 47.0 The Tenderer shall have no claim whatsoever against the Council in respect of such costs.

Further Information and Enquiries

- 48.0 At any time before noon on 30 August 2013 the Tenderer may write to the Council requesting any information or raising any query in connection with the Tender Documents, the procedure leading to award of Contract or any other matter relating to the Services. Any such communication must be in writing by email to: waste_procurement@eppingforestdc.gov.uk
- 49.0 Other than questions relating to the particular nature of a Tenderer's offer, questions and the responses will be circulated to all Tenderers.

Rejection of Tenders for Outline Solutions

- 50.0 Any Tender submitted will be rejected where the Tenderer carries out proposes to :
- a. Disclose to any third party prices shown in its Tender except where such disclosure is made in confidence in order to obtain quotations necessary for the purposes of financing or insurance; and/or
 - b. Enter into any agreement with any other person that such other person shall refrain from submitting a Tender or shall limit or restrict the prices to be shown by any other Tenderer in its Tender; and/or
 - c. Fix prices in its Tender in accordance with any arrangement with any person or by reference to any other Tender; and/or
 - d. Directly or indirectly canvasses any Member or official of the Council or adviser to the Council concerning award of the Contract or who has directly or indirectly obtained or attempted to obtain information from any such Member, official or adviser concerning any other Tenderer or Tender submitted by any other Tenderer; and/or
 - e. Do anything improper to influence the Council during the procurement period.
- 51.0 For the avoidance of doubt any rejection of a Tender pursuant to paragraph 50 above shall be without prejudice to any other civil remedies available to the Council or any criminal liability which such conduct by a Tenderer may attract.

Confidentiality and Ownership of Documents

- 52.0 The Tender Documents and all other documentation issued by the Council relating to the Contract shall be treated by the Tenderer as confidential for use only in connection with the procurement process and any resulting Contract. The said documentation shall not be disclosed in whole or in part to any third party without the prior written consent of the Council save where such information has been disclosed for the purposes of obtaining quotations from proposed insurers and/or sub-contractors and other information required to be submitted with the Tender.
- 53.0 The provisions of the Confidentiality Agreement apply to all forms of information provided during this procurement process that is marked confidential.

- 54.0 The copyright in all the Contract Documents shall vest in the Council and all such documents and all copies thereof are and shall remain the property of the Council and must be returned to the Council upon demand.

Freedom of Information Act

- 55.0 Epping Forest District Council is a Local Authority and therefore a “public authority” for the purposes of the Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004.
- 56.0 Accordingly, the information submitted to the Council by you may need to be disclosed in response to a request made by a third party under the Act. The Council may also decide to include certain information in the publication scheme which it is required to maintain under FOIA.
- 57.0 If you consider that the disclosure of any of the information included in your tender would prejudice your legitimate commercial interests, or would result in the disclosure of any of your trade secrets, please identify such information in a separate schedule and explain (in broad terms together with a time period after which the information could be disclosed) what harm may result from any disclosure by us pursuant to the FOIA. Tenderers must give a clear justification in writing why they prefer any information to be withheld.
- 58.0 The Council will consider all parts of the tender outside of the separate schedule to be appropriate to place in the public domain at the end of the tendering procedure.
- 59.0 Tenderers should be aware that, even where information is included in the separate schedule, the Council may still be required to disclose it under the FOIA if the application of the statutory tests by us following receipt of a request for information under the FOIA requires this, or if there is a successful appeal to the information commissioner.
- 60.0 The Council recognises legitimate commercial concerns of suppliers and when it considers it reasonably practicable to do so within the statutory timetable, will try to consult with the relevant Tenderer before disclosing information in the separate schedule pursuant to the FOIA. But the final decision will rest with the Council.
- 61.0 Tenderers should also note that the receipt by the Council of any material marked ‘confidential’ or equivalent wording shall not be taken to mean that the Council accepts any duty of confidence by virtue of marking.
- 62.0 If a request is received, the Council may also be required to disclose details of unsuccessful Tenders.

Submission of Tenders

- 63.0 Tenders must be submitted by **1200 noon on Friday 6 September 2013** and in an envelope or package bearing the label provided by the Council. Packaging shall be securely sealed and shall not bear any distinguishing item or mark that indicates the identity of the sender.

64.0 The Tender shall comprise two hard copies of the submission together with two copies on a USB storage media that is certified virus free.

Tenderer's Warranties

65.0 In submitting the Tender, the Tenderer warrants, represents and undertakes to the Council that:

- It has in all respects complied with these instructions.
- All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Tenderer or its staff in connection with or arising out of the Tender are true, complete and accurate in all respects.
- It has carried out its own investigations and research, has satisfied itself in respect of all matters relating to the Contract Documents and that it has not submitted the Tender and has not entered into the Contract in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the Council.
- It has full power and authority to enter into the Contract and carry out the Services and will, if requested, produce evidence of such to the Council.
- It is of sound financial standing and the Tenderer and its directors, officers and employees are not aware of any circumstances (other than such circumstances that may be disclosed in the audited accounts or other financial statements of the Tenderer) submitted to the Council which may adversely affect such financial standing in the future.
- It has, and has made arrangements to ensure that it will continue to have, sufficient working capital, skilled staff, equipment, machinery, premises and other resources available to carry out the Services in accordance with the Contract and for the Contract Period.

APPENDIX A

TUPE INFORMATION - CONFIDENTIALITY AGREEMENT

GUIDANCE NOTE

The Council may only release the TUPE Information on receipt of a written request from Tenderers indicating their intention to participate in the Competitive Dialogue Process and to submit a tender together with the duly completed and signed Confidentiality Agreement provided below.

The Confidentiality Agreement and covering letter should be returned in an envelope marked “**Private and Confidential**” to:

Epping Forest District Council
Civic Offices
High Street
Epping
Essex
CM16 4BZ

FAO: Fareeza Sheikh

On receipt of Confidentiality Agreement the TUPE information pertaining to the staff profile, including number of employees; length of service; and age of individuals, and details of the agreed terms and conditions of employment and relevant employment policies and practices that has been obtained from the incumbent contractors will be forwarded to the Tenderer. Tenderers should note that this information is only available in hardcopy format.

Upon receiving the TUPE information Tenderers must observe the conditions of the Confidentiality Agreement and in the TUPE Information pack. Tenderers are reminded that having receiving the TUPE Information if invited to tender then they must submit a TUPE tender offer.

CONFIDENTIALITY AGREEMENT

THIS AGREEMENT is made on the day of 2013

BETWEEN:

On the one part,

EPPING FOREST DISTRICT COUNCIL whose principal office is situated at Civic Offices, High Street, Epping, Essex CM16 4BZ;

"The Council";

And on the other,

[**TENDERER**], a company registered in [] with registered number [] and whose principal place of business is at [] ("Tenderer").

Hereinafter together referred to as the "Parties".

WHEREAS:

- A. The Tenderer is proposing to tender to the Council for a contract for the provision of Waste and Recycling Collection, Street Cleansing, Grounds Maintenance and Fleet Services ("the Contract").
- B. Having considered the provisions of the European Acquired Rights Directive 1977/8 and the Transfer of Undertakings (Protection of Employment) Regulations 2006 (the "Relevant Provisions") and all subsequent related legislation, the Council considers (and for the purposes of this Agreement hereby acknowledges) that the same will apply to the letting of the Contract.
- C. The Council is willing to provide certain information with regard to the terms and conditions of employment of the workforce presently involved in the provision of the services, the nature of which is set out and specified in the Descriptive Document and Invitation to Submit Outline Solutions.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions and Interpretation

1.1 In this Contract the following words shall have the following meanings:

- a) "Purpose" shall mean the discussions between the Council and the Tenderer during the Competitive Dialogue Process and submission of a Best and Final Offer for the Contract by the Tenderer;
- b) "Confidential Information" shall mean the information (whether verbal or in writing) disclosed or made available, directly or indirectly, by the

Council or its officers, representatives or advisers to the Tenderer or its representatives or advisers relating to those employees of the Council involved in the provision of the services, as more particularly specified in the Schedule to this Agreement.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 The Schedule forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedule.
- 1.4 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking into account of any amendment, extension or re-enactment, and includes any subordinate legislation for the time being in force made under it.
- 1.5 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

2. Handling of Confidential Information

- 2.1 In consideration of the provision by the Council of the Confidential Information the Tenderer hereby agrees and undertakes to keep the Confidential Information confidential and to use it only for the Purpose and for no other purpose, including the submission of any other tender which it may be invited by the Council to submit.
- 2.2 The Tenderer shall, and shall procure that its employees, representatives and advisers shall:
 - a) disclose the Confidential Information only to such employees of the Tenderer as are necessary to prepare for the Competitive Dialogue discussions and the tender submissions and then only on the same terms and conditions as are contained herein;
 - b) not disclose or make available the Confidential Information in whole or in part to any third party, except as expressly permitted by this Agreement;
 - c) not copy, reproduce to writing or otherwise record the Confidential Information except as strictly necessary for the Purpose; and
 - d) apply the same degree of care to the Confidential Information as the Tenderer applies to its own Confidential Information, which the Tenderer warrants as providing adequate protection from unauthorised disclosure, copying or use.
- 2.3 The obligations contained in this Clause 2 shall survive the expiry or termination of this Agreement for any reason but shall not extend to any Confidential Information that:

- a) is or has become public knowledge other than by a breach of this Agreement;
- b) is, at the time of receipt, lawfully in the possession of the Tenderer on a non-confidential basis;
- c) is lawfully obtained by the recipient from a third party who is under no obligation restricting its disclosure;
- d) is required to be disclosed by law, regulation or order of a competent authority; or
- e) the parties agree in writing is not confidential or may be disclosed.

2.4 At the request of the Council, the Tenderer shall promptly:

- a) destroy or return to the Council all the Confidential Information and copies thereof (irrespective of the manner in which it is recorded);
- b) erase or delete any Confidential Information which the Tenderer may have entered into any computer database or other programme; and
- c) certify in writing to the Council that it has complied with the requirements of this Clause 2.4, provided that the Tenderer may retain documents and materials containing, reflecting, incorporating, or based on the Confidential Information to the extent required by law or regulatory order, and to the extent reasonable to permit the Tenderer to keep evidence that it has performed its obligations under the tender for the Contract and this Agreement.

3. Reservation of Rights and Indemnity

- 3.1 Except as expressly stated in this Agreement, the Council does not make any express or implied warranty or representation concerning the Confidential Information, or the accuracy or completeness of the Confidential Information.
- 3.2 The Tenderer shall indemnify and at all times to keep the Council fully indemnified from and against any losses, liabilities, costs and expenses (including legal expenses) suffered or incurred by the Council arising from any loss of or disclosure of the Confidential Information or otherwise from any breach of this Agreement by the Tenderer.

4. Notices

- 4.1 All notices or other communications under this Agreement shall be made in writing, sent by fax or first class or registered post or by courier to the Council or the Tenderer, as applicable, at its address specified above or at such address of which such party shall have given notice as aforesaid, and marked for the attention of the parties signatory of this Agreement.
- 4.2 Any notice shall be treated as having been served on delivery if:

- a) delivered by fax, on the day of transmission if sent before 4.00pm on any business day and otherwise at 9.00am on the next business day, subject to confirmation of transmission;
- b) delivered by first-class post or registered post, three (3) business days from the date of posting;
- c) delivered by courier, two (2) business days after despatch.

5. Entire Agreement, and Variation

- 5.1 This Agreement together with the schedules and all other documents attached or referred to in, or executed contemporaneously with this Contract, constitutes the entire agreement between the parties regarding its subject matter and supersedes any prior agreement, arrangement and understanding between the parties.
- 5.2 No party shall have any remedy in respect of any untrue statement made by the others upon which that party relied in entering into this Agreement and that party's only remedies shall be for breach of contract.
- 5.3 Nothing in this Clause 5 shall operate to limit or exclude any liability or the parties for, or remedy against any party in respect of, any fraudulent misrepresentation.
- 5.4 No variation of this Agreement shall be effective unless it is in writing and signed by each of the parties.

6. Governing Law and Jurisdiction

- 6.1 The interpretation, construction and effect of this Agreement shall be governed and construed in all respects with the Laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.

DULY EXECUTED:

Signed by:

Duly authorised to sign for and on behalf of Epping Forest District Council

For and on behalf of
[TENDERER]

Authorised Signatory

SCHEDULE

The Confidential Information

- i) [Staff profile including number of employees: length of service; and age of individuals.]
- ii) [Details of the agreed terms and conditions of employment and relevant employment policies and practices.]

Name:

Status:

Signature of Witness:

Name:

Status:

Signed on behalf of the Tenderer:

Name:

Status:

Signature of Witness:

Name:

Status:

APPENDIX B

TENDER EVALUATION MODEL

1. INTRODUCTION

The evaluation methodology is a three stage process, comprising the following stages:

1. Compliance evaluation;
2. Quality and financial evaluation; and
3. Recommendation

All valid Tenders will be evaluated against an agreed evaluation framework and criteria, as described in this document.

The Council is using the Competitive Dialogue Procedure; and although the three stage process and the general framework principles will be used for all stages (Outline Solutions, Detailed Solutions and Final Tenders) the weightings, the detailed scoring, the evaluation team and the range and number of Method Statements will change at each stage.

Additionally, as part of the evaluation of Final Tenders, Tenderers will be required to make a presentation to, and be interviewed by Members: and this shall be part of the process for evaluating Final Tenders.

Tenderers should note that, for some Method Statements in this and subsequent stages, supporting evidence, in the form of reference sites, may be called for; and the Council will check such reference sites, including by site visits where deemed necessary and the taking up of written references, in order to allocate a score.

The Outline Submissions will be evaluated by the following teams of people:

	Evaluation Team
Compliance	John Gilbert Len Attrill (WYG)
Quality: Lot 1	John Gilbert Qasim Durrani David Marsh Len Attrill (WYG)
Quality: Lot 2	John Gilbert Qasim Durrani Phil Hawkins Len Attrill (WYG)
Financial	John Bell Russell Lane (WYG)
Legal	Alison Mitchell Fareeza Sheikh Len Attrill (WYG)

Following the Scrutiny process identified above, the evaluations will be reported to the Council's Cabinet for approval, as described below.

Overview: Award Criteria

The award of contract will be based on the Most Economically Advantageous Tender (MEAT) offer received.

At ISOS stage the Council is focussed on establishing which Tenders score highest in relation to Lot 1; and in establishing whether Lot 2 should continue to be part of the Contract package. Accordingly, Tenders for Lot 1 and for Lot 2 will be assessed on a slightly different basis. No submissions in relation to Lot 3 are required at ISOS stage.

Additionally, at ISOS stage Tenderers are asked to submit a mark-up of the Conditions of Contract. This does not form part of the evaluation as such and is primarily aimed at producing an agenda for Dialogue on these Conditions of Contract for those Tenderers that proceed to Stage 2 (Detailed Solutions) of the Competitive Dialogue process. However, the Council reserves the right to clarify any particular points of concern relating to the mark-up with Tenderers during the ISOS evaluation process.

Lot 1

Tenders for Lot 1 at Outline Solutions stage will be assessed on quality and financial criteria, which will be weighted 40%: 60% respectively (as noted this weighting may change at subsequent stages of the process). A points-based scoring system will be adopted, with 10,000 points available across all criteria: at Outline Solutions stage this shall be 4,000 points for the quality criteria and 6,000 points for the financial criteria.

There are three sub-criteria contributing to the quality evaluation (40% of the overall evaluation):

Sub-Criteria	Points available
Infrastructure Plans	1,300
Operational Delivery	1,800
Mobilisation, innovation and added value	900
Total	4,000

The financial evaluation (60% of the overall evaluation) will be carried out against a single criterion:

Criterion	Points available
1. Price (annual equivalent sum)	6,000
Total	6,000

Lot 2

As stated, at ISOS stage the Council is primarily interested in establishing whether Lot 2 should continue to be part of the Contract package. Accordingly, Tenders for Lot 2 will be assessed, in terms of cost and quality, against current costs and quality.

EVALUATION METHODOLOGY

There will be three evaluation stages:

Stage 1: Compliance Evaluation

Stage 1 is the Compliance Evaluation stage, which will determine whether the tender has been submitted in accordance with the instructions in the Descriptive Document and Invitation to Submit Outline Solutions (ISOS), based on the checks set out in Table 1 below. This is a Pass/Fail evaluation and the Council reserves the right to eliminate tenders from proceeding to the second stage of the evaluation if the compliance requirements are not met.

The first stage Compliance Evaluation process involves assessing each submission against a number of general compliance criteria to ensure that the submission is compliant with the Council's minimum requirements as detailed in this Descriptive Document and Instructions to Submit Outline Solutions.

Table 1: Compliance Checklist

Please tick as appropriate

ITEM	YES	NO	COMMENTS
Was the tender received by the latest date and time specified?			
Was the tender in a plain, sealed envelope or package, bearing only the address label issued by the Council with no name or mark by which the tenderer may be identified?			
Have three hard copies of the tender and two electronic copies on USB (certified virus free) been submitted?			
ITEM	YES	NO	COMMENTS
Has the Form of Tender been submitted as a paper document, with all parts completed and signed in ink, by hand, by authorised signatories of the tenderer?			
Is the tender qualified or conditional in any way?			
Has the bidder submitted a completed set of Method Statements and all requested enclosures?			
Has the bidder submitted a completed set of Pricing Schedules and have all the items been priced?			
Does the Tenderer meet the qualifying standard of financial standing? ¹			

<p>Has the Tenderer or anyone acting on his behalf (with or without his knowledge) in relation to this Contract:</p> <ul style="list-style-type: none"> ▪ offered or promised or given any financial or other advantage to any elected member of the Council, any member of staff or any consultant of the Council in connection with the contract; or ▪ requested, agreed to receive or accepted a financial or other advantage so that some action in relation to the contract is performed improperly. 			
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Notes

1. The Council may undertake an updated check on the financial standing of the Tenderers as part of the compliance stage of this Tender evaluation, by reviewing financial statements and obtaining an external credit reference agency report to ensure that the financial standing of Tenderers is no less than at pre-qualification stage; and Tenders may be rejected if this is not the case.

Stage 2: Quality and Financial Evaluation

Lot 1

In the second stage of the evaluation, each Lot 1 Tender will be evaluated on the quality and financial criteria by the Evaluation Team.

Tenderers are required to submit a series of Method Statements as set out below. Each Quality Evaluation Team member will initially assess the elements of each Tender by reference to the submitted Method Statements and score them against the scoring system set out below. Following this process, the whole Quality Evaluation Team will meet and will arrive at a consensus as to the score for each quality element of each Tender. Where this process results in the need for certain issues to be clarified with Tenderers, such clarification will be sought in writing and scores adjusted accordingly.

Quality Evaluation (4,000 Evaluation Points)

Each Lot 1 Tender will be evaluated using the scoring method detailed below. A score shall be awarded for each Method Statement as a whole.

Each Method Statement will be scored on a range from 0 to 5 points, in accordance with Table 2 shown below. Weightings will then be applied, resulting in a score for each method statement out of the maximum numbers shown in Table 3 below. If an individual evaluator requires additional clarification from a Tenderer, scoring will either be made conditional or postponed until the Evaluation Team moderation meeting(s), following which clarification may be sought and scores revised accordingly.

Table 2: Scoring Breakdown

Score	Description
0	Unacceptable – meets none of the requirements or failed to address the question/issue.
1	Very poor - an unfavourable response/answer/solution – limited or poor evidence of skill/experience sought; a high risk that relevant skills will not be available.
2	Poor / less than acceptable – response/answer/solution/information lacks evidence of skill/experience sought; lack of real understanding of requirement or evidence of ability to deliver; medium risk that relevant skills or requirement will not be available.
3	Good / Acceptable response/answer/solution/information to the particular aspect of the requirement; evidence given of skill/experience sought.
4	Very good - response/answer/solution/information demonstrates real understanding of the requirement and evidence of ability to meet it (based on experience of the specific provision required or relevant experience of comparable service or supply).
5	Excellent - response/answer/solution/information demonstrates a good understanding of the requirement and evidence of ability to meet it (based on good experience of the specific provision required and relevant experience of comparable service or supply). Offers added value.

Where a requested Method Statement is not submitted it shall be scored as zero (0).

The quality assessment is worth 4,000 points of the total marks. In order to assist in evaluating the relative merit of different tenders with regard to quality, a weighting model will be used to compare the various criteria by means of a points system. The criteria on which the quality of each tender will be assessed, including the weighting to be applied to reflect importance (broken down to the level of each Method Statement), are as set out in Table 3 below.

Each Method Statement (MS) answer must address all the details required in the question and the relevant specification, in comprehensive prose, punctuated, and in clear understandable plain English. A list of bullet point text will not suffice as a Method Statement answer.

Table 3: Quality Evaluation

Sub-criterion 1 – Infrastructure plans

No.	Method Statement	Points available out of 4,000 pts.
MS 1	ICT systems, including precise details of systems proposed and a detailed ICT map showing how inputs are converted to outputs; how the Council gets access to these outputs and other data; and	400

	including details of reference sites where the proposed systems are in place.	
MS 2	Depot infrastructure, including details of proposed sites (to include planning and licensing matters).	600
MS 3	Plans for procurement and management of assets and sub-contractors, including details of supply chains etc. – to include for vehicles, containers and other key assets plus major sub-contractors.	300

Sub-criterion 2 – Operational delivery

No.	Method Statement	Points available out of 4,000 pts.
MS 4	Vehicle and staffing resources for all waste collections, including bulky waste – including reference examples of stated productivity levels	500
MS 5	Vehicle and staffing resources for street cleansing services, including dealing with abandoned vehicles – including reference examples of stated productivity levels.	500
MS 6	Proposals for Commercial Waste services	100
MS 7	Plans for treatment of arisings retained, including transfer and processing arrangements and end markets.	300
MS 8	Monitoring, Management and Supervision.	400

Sub-criterion 3 – Mobilisation, innovation and added value

No.	Method Statement	Points available out of 4,000 pts.
MS 9	Mobilisation plan, including details of resources for co-ordination of the mobilisation plus reference examples of successful mobilisations: this to include details from the date of Contract Award until either the end of January 2015 or the date that any proposed changes are fully implemented, whichever is the later.	600
MS 10	Innovation and Added Value, in terms of items or points of detail not described in the Specification.	100
MS 11	Proposals for overall management of the Contract and working with the Council, including proposed Partnering arrangements.	200

If, after rounding the scores up to the nearest whole point, a Tenderer scores less than 60% of the available points for any of the three sub-criteria as set out above then that Tender shall be set aside and not considered further and the Tenderer eliminated from the process.

Following this assessment (which may involve clarification processes) the remaining Tenders will be re-ranked, without first rounding the scores up to the nearest whole

point; with the highest scoring Tender being awarded 4,000 points and the others awarded points on a pro rata basis in accordance with the following calculation (rounded to two decimal places):-

$(\text{Tenderer's Score} / \text{Highest Score}) \times 4,000$

Financial Evaluation (6,000 Evaluation Points)

Tenders which, after clarification with the Tenderer, are considered to be abnormally low and are therefore considered not to be sustainable throughout the term of the Contract may be rejected. In the case of tenders which the Council considers to be abnormally low, the Council will follow Regulation 30(6), (7), (8) and (9) of the Public Contracts Regulations 2006.

The Financial Evaluation will assess the Pricing Schedules submitted, alongside any post-tender clarifications, and will result in the award of points out of the total of 6,000 allocated to the financial criteria.

The Council shall use the lowest annual equivalent sum (AES); and this shall be obtained using the lowest prices submitted by each tenderer, for whatever contract period between seven and ten years; and whether for the current system of Waste Collection or for any other proposals that the Tenderer has submitted (provided that these have been agreed as acceptable by the Council prior to Tender submission)..

Each Tender will be awarded points based on its relationship with the Tender with the lowest AES. The Tender with the lowest AES will be awarded 6,000 Points; each of the remaining Tenders will be awarded points on a pro rata basis in accordance with the following calculation (rounded to two decimal places):-

$(\text{Lowest AES} / \text{Tenderer's AES}) \times 6,000$

Lot 2

As described above, the evaluation of the Lot 2 submissions is being undertaken at Outline Solutions stage to determine whether or not to continue to include these in the Contract.

There will be a Financial Assessment which will involve assessing Tenderers' submitted prices against the current costs of delivering the Lot 2 services in-house: but the decision will not be made on financial grounds alone.

Accordingly, Tenderers are required to submit a series of Method Statements as set out below. Each Quality Evaluation Team member will initially assess the elements of each Tender by reference to the submitted Method Statements and score them against the scoring system set out below. Following this process, the whole Quality Evaluation Team will meet and will arrive at a consensus as to the score for each quality element of each Tender. Where this process results in the need for certain issues to be clarified with Tenderers, such clarification will be sought in writing and scores adjusted accordingly.

Each Lot 2 Tender will be evaluated using the scoring method detailed below. A score shall be awarded for each Method Statement as a whole.

Each Method Statement will be scored on a range from 0 to 5 points, in accordance with Table 4 shown below. If an individual evaluator requires additional clarification from a Tenderer, scoring will either be made conditional or postponed until the Evaluation Team moderation meeting(s), following which clarification may be sought and scores revised accordingly.

Table 4: Scoring Breakdown

Score	Description
0	Unacceptable – meets none of the requirements or failed to address the question/issue.
1	Very poor - an unfavourable response/answer/solution – limited or poor evidence of skill/experience sought; a high risk that relevant skills will not be available.
2	Poor / less than acceptable – response/answer/solution/information lacks evidence of skill/experience sought; lack of real understanding of requirement or evidence of ability to deliver; medium risk that relevant skills or requirement will not be available.
3	Good / Acceptable response/answer/solution/information to the particular aspect of the requirement; evidence given of skill/experience sought.
4	Very good - response/answer/solution/information demonstrates real understanding of the requirement and evidence of ability to meet it (based on experience of the specific provision required or relevant experience of comparable service or supply).
5	Excellent - response/answer/solution/information demonstrates a good understanding of the requirement and evidence of ability to meet it (based on good experience of the specific provision required and relevant experience of comparable service or supply). Offers added value.

Where a requested Method Statement is not submitted it shall be scored as zero (0).

Each Method Statement (MS) answer must address all the details required in the question and the relevant specification, in comprehensive prose, punctuated, and in clear understandable plain English. A list of bullet point text will not suffice as a Method Statement answer. The Method Statements required for Lot 2 are as follows:

Sub-criterion 1 – Infrastructure plans

No.	Method Statement
MS 12	ICT systems, including precise details of systems proposed and a detailed ICT map showing how inputs are converted to outputs; how the Council gets access to these outputs and other data; and including details of reference sites where the proposed systems are in place.
MS 13	Depot infrastructure, including details of proposed sites (to include planning and licensing matters).
MS 14	Plans for procurement and management of assets and sub-contractors, including details of supply chains etc. – to include for vehicles, materials including plants and other key assets plus major sub-contractors.

Sub-criterion 2 – Operational delivery

No.	Method Statement
MS 15	Vehicle and staffing resources for all activities – including reference examples of stated productivity levels for key / major activities.
MS 16	Co-ordination and synergies with other services.
MS 17	Monitoring, Management and Supervision.

Section 3 – Mobilisation

No.	Method Statement
MS 18	Mobilisation plan, including details of resources for co-ordination of the mobilisation plus reference examples of successful mobilisations: this to include details from the date of Contract Award until either the end of January 2015 or the date that any proposed changes are fully implemented, whichever is the later.
MS 19	Approach to TUPE Pensions and other HR matters including training.

Stage 3: Recommendation

The evaluation process described will be reported to the Council’s Cabinet through an evaluation report that will provide the basis of a recommendation to:

- determine whether, on the basis of the quality scores and in comparison to current costs, Lot 2 will remain as part of the Contract; and
- invite the five highest-scoring bidders to the next stage (Detailed Solutions).