



WESTERN RIVERSIDE WASTE AUTHORITY

14th March 2023

INVITATION TO PARTICIPATE

Legal Services

**Invitation to Participate
Return Deadline:**

1pm on 11th April 2023

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1. Introduction

- 1.1 Further to the publication of the 'Find a Tender' Notice, the Authority is seeking to appoint a consultant for the provision of legal services, advice and support on all aspects of the Authority's waste management requirements and consequential impacts on other aspects of the Authority's activities.
- 1.2 The scope of services to be provided by the winning Candidate is set out in the Scope attached to this Invitation to Participate ("**ITP**") as Appendix 1. The Authority will not be obliged to procure any specific services or any quantity of services from the winning Candidate and reserves the right not to award the contract or any contract at all.
- 1.3 This procurement is conducted in accordance with the restricted procedure under the Public Contracts Regulations 2015 ("**PCR 2015**") as amended by the Public Procurement (Amendment etc) (EU Exit) Regulations 2020. Candidates are deemed to fully understand the processes that the Authority is required to comply with under relevant UK legislation. The laws of England shall apply for the purposes of all proceedings relating to the Process and any contract awarded as part of the Process.
- 1.4 The background information on both the Authority and the Services is provided in the Memorandum of Information ("**MOI**") (Appendix 2). The meanings of the terms used in this ITP are as defined in Appendix 3 (*Glossary*), the MOI and/or in the Contract.
- 1.5 Interested parties are required to complete and submit their Selection Questionnaire ("**SQ**") by the Deadline indicated in Table 2 in paragraph 4.6.1 of this ITP. This ITP further contains information about the Process and:
 - Asks interested parties to submit their SQs in accordance with the instructions set out in the remainder of this ITP.
 - Sets out the overall timetable for the procurement.
 - Sets out the Selection Criteria that will be used to qualify Candidates and (for information only) the Award Criteria that will be used to evaluate Tenders.
 - Explains the administrative arrangements for the receipt of SQs.
 - Sets out the terms and conditions for participating in the Process and the terms and conditions for the Contract with the Successful Candidate.
- 1.6 The anticipated commencement date of any Contract resulting from this Process is 10th July 2023 and (subject to earlier termination or extension in accordance with the terms of the Contract) the Contract will continue for a period of 5 (five) years. The Authority may, at its discretion, give notice before the expiry of the 5 (five) year period to extend the Contract on the same terms and conditions for a further period of up to 6 (six) years by a maximum of three extensions of up to 24 months each. For the avoidance of doubt, neither the terms or wording of this ITP nor the acceptance subsequently of a Tender by the Authority shall be construed as an agreement by the Authority to enter into the Contract or to place any order with the Successful Candidate.

- 1.7 The value of the Services for the Contract Period (including all extensions) is estimated at £4 million exclusive of VAT. This budget is given in good faith as a guide to assist Candidates in submitting their SQs. It should be noted that expenditure is not expected to be even through the period but subject to highs and lows depending on the timing of projects.

2 Important notices

2.1 Disclaimer

- 2.1.1 The information provided in this ITP, including the information on which the ITP has been prepared, has been prepared in good faith, but does not purport to be comprehensive nor to have been independently verified. Candidates should carry out their own due diligence checks and themselves verify the accuracy of any information provided.
- 2.1.2 Neither the Authority nor its members, officers, employees, agents or advisers make any representation or warranty as to, or (save in the case of fraudulent misrepresentation) accept any liability or responsibility in relation to, the adequacy, accuracy, reasonableness or completeness of the information in this ITP or any part of it or with respect to any written or oral information made available to any interested recipient or its advisers. Any such liability or responsibility is expressly disclaimed.
- 2.1.3 Nothing in this ITP is, or shall be relied on as, a promise or representation as to the future. The information is only intended as an explanation of the Authority's requirements and is not intended to form the basis of any Candidate's decision on whether to enter into any contractual relationship with the Authority. The information provided is not, nor is it to be taken as, the giving of investment advice by the Authority or any of its staff, agents or advisers nor is it an invitation or inducement to engage in investment activity.
- 2.1.4 The Authority does not undertake to provide Candidates with access to additional information or to update the information in the ITP but will provide Candidates with additional information to which the Authority has access and which Candidates may reasonably require in order to make their responses, provided, where applicable, a request for such information is made in accordance with the details contained in this document. Any additional information will be issued to all Candidates simultaneously and responses will be assumed to take account of any such information (unless the Authority, acting reasonably, expressly indicates otherwise),
- 2.1.5 The Authority reserves the right to issue amendments or modifications to the ITP and/or Tender documentation and/or timetable for the procurement process during the Process. Any amendments to the ITP will be issued to all Candidates simultaneously and responses will be assumed to take account of any such modifications and amendments (unless the Authority, acting reasonably, expressly indicates otherwise), and any such amendments or modifications will not necessarily lead to an extension of any stage of the procurement process. Under no circumstances shall the Authority or its staff, agents or advisers incur any liability whatsoever in respect of such matters.

2.2 Candidate's warranties

- 2.2.1 In making its response, the Candidate warrants, represents and undertakes to the Authority that:
- 2.2.1.1 all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Authority by the Candidate, its staff or agents in

connection with or arising out of the ITP are true, complete and accurate in all respects, both as at the date communicated and as at the date of response;

2.2.1.2 it has made its own investigations and undertaken its own research and due diligence, and has satisfied itself in respect of all matters (whether actual or contingent) relating to the tender and that it has not made its response in reliance upon any information, representation or assumption which may have been made by or on behalf of the Authority (with the exception of any information which is expressly warranted by the Authority); and

2.2.1.3 it has full power and authority to respond to this ITP and to perform the obligations in relation to the Contract and will, if requested, produce evidence of such to the Authority.

2.3 Continuing application

2.3.1 Paragraph 2 (Important Notices) of this ITP shall be deemed to be repeated at each and every stage of the procurement process up to and including close of clarifications with any selected Candidate and shall, for the avoidance of doubt, apply to all further information and documentation provided or made available as part of this procurement process.

2.3.2 Candidates must promptly inform the Authority of any changes to the information they give. The certificates returned as part of the response and other stages of the procurement continue to have effect throughout the Process. The Authority reserves the right to disqualify any Candidate that fails to duly notify the Authority. Candidates are also reminded of the eligibility requirements that apply to the procurement process at all times. In particular, these include the provisions set out in regulation 57 of the PCR 2015 (Exclusion Grounds) and the minimum standards set out in the Selection Criteria. Any change in the eligibility of a Candidate must be notified immediately to the Authority in writing and may result in that Candidate being disqualified from any further participation in the procurement process.

2.3.3 The Authority reserves the right to consider the effect of any changes and may request that a Candidate re-submit their response so that it may assess the Candidate's changed response to the ITP. The Authority reserves the right to impose conditions on or disqualify any Candidate who makes or allows changes to any aspect of their responses, unless substantial justification can be provided to the satisfaction of the Authority.

2.3.4 By responding to this ITP, all Candidates shall be deemed to have consented to future changes in any other Candidate's contracting structure, consortium structure or membership. The Authority will assess the effect that any changes may have on those Candidates continuing to be included in the procurement process and will take the steps necessary to ensure the Authority meets its legal and procurement obligations.

2.4 Confidentiality

2.4.1 For the purposes of this procurement "Authority Confidential Information" means all information (written or otherwise) provided by the Authority to Candidates in the course of their involvement in all or any stages of the procurement of the Services, including without limitation the information contained in this ITP and other documents, other information provided to Candidates whether orally or in writing, including any draft or

final tender documents issued by the Authority, or information learnt by the Candidate through its participation in interviews or meetings with the Authority.

- 2.4.2 The Authority Confidential Information is made available on condition that it is treated as confidential by the Candidates and its advisers or sub-contractors and is not disclosed, copied, reproduced, distributed or passed to any other person at any time except as part of developing a response to the Authority.
- 2.4.3 During the procurement period, Candidates may disclose to the Authority, information which they would like to keep confidential ("Candidate Confidential Information"). The Authority will not disclose Candidate Confidential Information communicated as such to it by any Candidates, subject to the provisions of this ITP and in particular, paragraph 2.4.4 and paragraph 2.5.
- 2.4.4 Candidates must be aware that at key stages in the procurement of, the Authority may be obliged to disclose detailed information relating to responses and make available for inspection the key Contract documents to its advisers, Constituent Councils and other public sector bodies for the purposes of advancing the procurement.

2.5 The Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR")

- 2.5.1 The Authority is subject to the provisions of the FOIA and the EIR. The FOIA and EIR provide a general right of access to information held by public authorities.
- 2.5.2 The FOIA and EIR provide for information to be exempt from the general right of access in certain circumstances, for example where the information has been provided in confidence, is a trade secret, or where release would or would be likely to prejudice commercial interests. The Authority has to comply with its statutory duties and if information is requested the Authority will be forced to disclose such documentation, irrespective of a Candidate's wishes, if it is not covered by an exemption under the FOIA or EIR. Please also note that the availability of some exemptions is subject to a test of whether the public interest lies in disclosing the information or keeping it confidential.
- 2.5.3 Candidates are required to identify any information contained in their response which they would prefer not to be released if a request under the FOIA or EIR is received. Requests for information to be treated as commercially confidential should accompany Candidate's responses and must include a clear and substantive justification (which the Authority is able to disclose) together with a time limit or event after which any such information may be disclosed. Candidates should make sure that any information that they consider commercially confidential is clearly marked as such (preferably by marking each relevant page of the document "Commercially Confidential"). Candidates should be aware that a response that indicates that all of the information provided within that response is confidential, without a clear and substantive justification, is unlikely to satisfy the requirements for an exemption under the FOIA or EIR.
- 2.5.4 If the Authority receives a request under the FOIA or EIR for the release of information which has been provided by a Candidate, the Authority will use reasonable endeavours, if practicable, to consult with the relevant Candidate where it considers that the

requested information may include exempt information relating to that Candidate. Where the Authority consults with the Candidate, the Candidate must respond to the Authority's requests urgently, so that the Authority can comply with its obligation to answer a FOIA or EIR request within the relevant time limit.

- 2.5.5 The decision on what is, or is not, exempt information shall be determined by the Authority having considered the representations of the Candidate. Candidates should note however, that ultimately the decision as to whether or not the Authority will have to release certain information, may be made by a body other than the Authority. The Authority shall not be liable for any loss, damage, harm or other detriment however caused arising from any disclosure of information under the FOIA, EIR or other legislation governing access to information including but not limited to guidance notes and codes of practice issued by the Information Commissioner.

2.6 **Canvassing**

- 2.6.1 Any Candidate who, in connection with the procurement for the Services:

2.6.1.1 offers any inducement, fee or reward to any member, officer, employee or agent of the Authority or any Constituent Council, or any person acting as an adviser for the Authority;

2.6.1.2 does anything which would constitute a breach of the Bribery Act 2010 or under section 117 of the Local Government Act 1972; or

2.6.1.3 contacts any of the persons referred to in paragraph 2.6.1.1 about any aspect of the Contract or its procurement, except as authorised in this ITP;

may be disqualified without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Candidate may attract.

- 2.6.2 Where a Candidate is also a sub-contractor to another Candidate, whether at the time of the making of any submission or subsequently, then:

2.6.2.1.1 as a potential sub-contractor, they should advise the relevant Candidate that they are also participating as a Candidate and, where relevant, as a sub-contractor to another Candidate; and

2.6.2.1.2 care should be taken by all parties to ensure that any information passing between the relevant Candidate and the sub-contractor relates solely to the construction of the relevant sub-contract and that any information provided by one party to the other is provided on a strictly "need to know" basis and in compliance with the provisions of this paragraph 2.5.

2.7 **Non collusion**

- 2.7.1 Any Candidate who, in connection with the procurement for the Services:

2.7.1.1 fixes or adjusts the manner or context of its response by or in accordance with any agreement or arrangement with any other Candidate or participant; or

2.7.1.2 enters into any agreement or arrangement with any other Candidate or participant that it shall refrain from participating in this procurement; or

2.7.1.3 causes or induces any person to enter such agreement as is mentioned in this paragraph 2.7 or to inform the Candidate or participant of its response and its

contents or obtains details of the response of another Candidate or participant;
or

2.7.1.4 offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done anything in relation to any other response or proposed response; or

2.7.1.5 communicates to any person other than the Authority the contents of its response (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender Response (e.g., for insurance, a contract guarantee bond or performance bond)); or

2.7.1.6 carries out any other co-operation or collusion which the Authority considers has actually or potentially undermined competition,

may be disqualified (without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Candidate may attract).

2.8 Copyright

2.8.1 The copyright in this ITP (and any document issued as supplemental to it) is vested in the Authority and this ITP may not be reproduced, copied or stored in any medium for any purpose other than preparing the Tender Response without the prior written consent of the Authority. All documents supplied by the Authority in relation to this ITP are and shall remain the property of the Authority.

2.9 Publicity

2.9.1 Candidates shall not undertake (or permit to be undertaken) at any time, whether at this stage or after any contract award, any public statement or any publicity activity with any section of the media in relation to this procurement other than with the prior written agreement of the Authority. In this paragraph the word "media" includes (but without limitation) radio, television, newspapers, trade and specialist press, the internet, social media and email accessible by the public at large and the representatives of such media.

2.10 Submission Costs

Candidates will bear their own costs of submission and preparation of their SQs, and any subsequent clarification. The Authority reserves its position as to whether or not it will enter into contractual arrangements and participating in the Process will be entirely at the Candidate's risk. The Authority shall bear no liability whatsoever for the outcome of the Process and shall not be liable for the costs of Tender preparation, clarification, or any loss of profit or other economic loss incurred by Candidates or their sub-contractors. Any and all liability is expressly disclaimed and excluded to the maximum extent permissible by law. The exclusions of liability in this paragraph do not exclude liability for death or personal injury caused by the Authority or its staff or advisers' negligence and/or fraud or fraudulent misrepresentation by the Authority or its staff or advisers.

2.11 The Authority's discretion

- 2.11.1 Neither the issue of this ITP nor any information given later on in the procurement process commits the Authority to award any contract pursuant to this procurement and/or constitutes an offer to enter into a contractual relationship.
- 2.11.2 The Authority reserves the right, at any time, to discontinue this procurement process.
- 2.11.3 The Authority reserves the right to reject or disqualify a Candidate if the ITP is submitted late, is completed incorrectly, is incomplete or fails to meet the Authority's submission requirements which have been notified to the Candidate.

2.12 Conflict of interest

- 2.12.1 Candidates shall ensure that (other than as disclosed to the Authority), no actual or potential conflict of interest exists, or comes into existence during the course of the Process without prior disclosure to the Authority.
- 2.12.2 The Authority reserves the right to disqualify a Candidate at any point during the Process should an actual or potential conflict of interest arise which cannot be prevented or remedied. The Authority will seek to manage conflicts but may need to disqualify a Candidate and/or sub-contractors where there is a potential conflict of interest (subject always to the Authority applying the principles of transparency, equal treatment and non-discrimination).

2.13 Point of contact

For all enquiries regarding documentation relating to this procurement, and if there is any difficulty with accessing any documents or references cited, please contact the Authority through myTenders.

2.14 Right to cancel, clarify or vary the process

- 2.14.1 Neither the issue of this ITP nor any information given later on in the Process commits the Authority to award the Contract or this procurement and/or constitutes an offer to enter into a contractual relationship or any agreement.
- 2.14.2 The Authority reserves the right, at any time, to:
 - 2.14.2.1 discontinue the Process;
 - 2.14.2.2 cancel the whole or any part of the Process at any stage;
 - 2.14.2.3 require a Candidate to clarify its/their submission in writing and/or provide additional information. Failure to respond adequately may result in a Candidate not qualifying; and/or
 - 2.14.2.4 amend the terms and conditions of the Process.
- 2.14.3 The Authority or any of its advisers will not be liable for any costs and/or expenses howsoever incurred by, or on behalf of the Candidates in this Process as a result of any clarification, variation or cancellation of the whole or part of this Process.

2.15 Right to Reject or Disqualify a Candidate

- 2.15.1 In addition to the grounds set out elsewhere in this ITP, Candidates should note that the Authority reserves the right to reject or disqualify the Candidate if:
 - 2.15.1.1 the SQ is submitted late, is completed incorrectly, is incomplete or fails to meet the Authority's submission requirements which have been notified to Candidates;
 - 2.15.1.2 the Candidate fails to comply with the requirements and conditions of the Authority set out in the ITP;

- 2.15.1.3 the Candidate is guilty of a serious misrepresentation in relation to its SQ and/or the Process;
- 2.15.1.4 the Candidate, in connection with this procurement, colludes with another Candidate with a view to disrupting the fairness and competitiveness of the Process (without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability that such conduct by a Candidate may attract);
- 2.15.1.5 there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Candidate which has not been addressed to the satisfaction of the Authority; and/or
- 2.15.1.6 the Candidate must or may be excluded under Regulation 57 of PCR 2015 at any stage during the Process.

2.16 The Memorandum of Information (MOI)

- 2.16.1 The MOI does not purport to be all inclusive or to contain all of the information that the Candidate may require.
- 2.16.2 The MOI shall not be considered as an investment recommendation made by the Authority and/or its advisers to the Candidate.
- 2.16.3 Any persons considering making a decision to enter into contractual relationships with the Authority following receipt of the MOI should make their own investigations and their own independent assessment of the Authority and its requirements for services associated with the Contract and should seek their own professional financial and legal advice.
- 2.16.4 The Authority, its advisers and/or its Constituent Councils do not:
 - 2.16.4.1 make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the MOI;
 - 2.16.4.2 accept any responsibility for the information contained in the MOI or for its fairness, accuracy or completeness; and/or
 - 2.16.4.3 accept any liability for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.
- 2.16.5 Only the express terms of any written contract relating to the subject matter of the MOI as and when it is executed shall have any contractual effect in connection with the matters to which it relates. Any such contract will be governed by English law.
- 2.16.6 Nothing in the MOI or other contract documents is, or should be, relied upon as a promise or a representation as to the Authority's ultimate decisions in relation to the Contract.

2.17 Candidates and sub-contracting

- 2.17.1 Subject to paragraphs 2.6 (Canvassing) and 2.7 (Non-collusion), the Authority is keen to ensure that the procurement is open to a wide market and that there is genuine competition. The resources, range and depth of skills needed to deliver the Services are such that organisations may wish to collaborate with others in order to sub-contract aspects of the Contract.
- 2.17.2 In the event that a Candidate proposes a change to one or several sub-contractors following the submission of its response, the Candidate must immediately inform the Authority of such change. This will allow the Authority to reassess the Candidate's changed response to the ITP. By responding to the ITP all Candidates shall be deemed

to have consented to future changes in any other Candidate's sub-contractors and contracting structures.

2.17.3 If there is a proposed change in the contracting structure or other change and/or at any procurement stage there is a change to the information provided, the Authority reserves the right to assess the Candidate against the Selection Criteria and reject any Candidate who no longer meets the Authority's minimum requirements as set out in Schedule 8. The Authority also reserves the right to impose conditions or reject the Candidate in the event this is reasonably necessary to ensure the Authority meets its legal or procurement obligations.

2.17.4 Without prejudice to the above, in the event that any Candidate fails to meet the Authority's minimum requirements for selection at a later stage in the Process, the Authority reserves the right to reject the Candidate.

3 Evaluation methodology

3.1 The Authority will check the SQ for completeness and accuracy and reserves the right to disqualify a Candidate where a SQ is not in accordance with the instructions for completion set out in this ITP.

3.2 Selection Criteria and Assessment of the Minimum Requirements

3.2.1 Candidates are to complete and return the Selection Questionnaire attached at Schedule 1 which consists of three parts. All three parts must be completed. Please refer to Table 1 paragraph 4 for guidance on the completion of the Selection Questionnaire.

3.2.2 The Authority will evaluate the Selection Questionnaire in accordance with the minimum requirements for selection set out in Schedule 4 and in accordance with Regulations 58 PCR 2015.

3.2.3 The Authority reserves the right to exclude economic operators in accordance with the PCR 2015 if the Authority considers the economic operator to:

3.2.3.1 be ineligible to tender on a ground specified in Regulation 57 PCR 2015; or

3.2.3.2 have failed to satisfy the minimum requirements for selection as set out in Schedule 4 (Selection Criteria).

3.3 References

3.3.1 The Authority reserves the right to seek references from any of the Candidate's customers, including its Constituent Councils, whether or not the Candidate has listed such customers as referees.

3.4 Clarification Questions

3.4.1 Clarifications about the contents of the SQs

3.4.1.1 The Authority's approach to clarification post SQ submission will be consistent with the principles of non-discrimination, transparency and equal treatment of all Candidates. The Authority shall ensure that a Candidate does not receive an unfair advantage.

3.4.1.2 Clarification will only be used to resolve ambiguities and to rectify errors and not to give a Candidate an opportunity to improve a poor answer.

3.4.1.3 The Authority will take a consistent and fair approach. All Candidates will be given an appropriate time to provide a response to the clarification asked. If no answer is returned by the deadline given, then the Authority shall evaluate the

SQ based on the Candidate's original SQ Response.

3.4.2 Clarifications about the Services or the ITP

3.4.2.1 Any clarifications relating to this ITP must be submitted through myTenders and before the Clarification Deadline. The Authority will respond to all reasonable clarifications as soon as possible through publishing the Candidates' questions and the Authority's response to them on myTenders. If a Candidate wishes the Authority to treat a clarification as confidential and not issue the response to all Candidates, it must state this when submitting the clarification. If, in the opinion of the Authority, the clarification is not confidential, the Authority will inform the Candidate and it will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all Candidates.

3.4.3 Tender Evaluation

3.4.3.1 The Tender Evaluation Criteria and Methodology are set out at Schedule 5 for information to assist candidates in understanding the requirements of the Authority should they be invited to tender.

4 Instructions to Candidates

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

4.2 Candidates are required to complete and return the documents set out in Table 1: SQ Documentation on or before the Return Date. Variant bids are not permitted and if submitted, the Authority reserves the right to disqualify any such bid.

4.2.1 Candidates must enclose all supporting documents requested and mark each with the name of the Candidate or sub-contractor (as appropriate) and the number of the question or the relevant section of the ITP to which it relates.

4.2.2 All documents forming the SQ must be completed in English. Documents not in English must be accompanied by an English translation and a certificate from a bona fide independent translator attesting the authenticity of the translation.

4.2.3 The SQ must be clear, concise and complete. The Authority reserves the right to mark a Candidate down or exclude them from the procurement if its SQ contains any ambiguities, caveats, Qualifications or lacks clarity. SQs will be evaluated on the basis of information submitted by the Return Date.

4.2.4 All questions must be answered. If you consider a question does not apply to you, please insert 'NOT APPLICABLE' clearly and in the appropriate place, together with an explanation of why you consider the question is not applicable.

4.2.5 All monetary values should be in pounds sterling.

Table 1: SQ Documentation

SQ Documentation	Summary
Schedule 1: Selection Questionnaire (“SQ”)	<p>The SQ Consists of three parts:</p> <p>Part 1 covers the basic information about the Candidate and Part 2 covers a self-declaration regarding whether or not any of the exclusion grounds apply.</p> <p>Part 3 covers a self-declaration regarding whether or not the Candidate meets the minimum requirements for the Selection Criteria. Part 3 must be completed by all Candidates.</p> <p>The SQ will be evaluated using the Selection Criteria.</p>
Schedule 2: Anti-Collusion Certificate	<p>Consists of the self-certification form to be signed by each Candidate. Any Qualifications or caveats in the Anti-Collusion Certificate submitted by a Candidate will result in the Tender being disqualified.</p>

4.3 Selection Questionnaire

- 4.3.1 Candidates shall complete all Parts and Sections of the SQ. Parts 1 and 2 of the SQ must be completed by the Candidate and each organisation the Candidate intends to rely on to meet the Selection Criteria.
- 4.3.2 Part 3 of the SQ must be completed by all Candidates. Part 3 covers a self-declaration regarding whether or not the Candidate meets the minimum requirements for the Selection Criteria. The Candidate must further attach any accompanying documentation required as Appendices. Candidates’ attention is particularly drawn to the requirements of the Authority for the contract examples in Question 6 of the SQ to be evidenced by case studies demonstrating how the technical and professional ability meets the criteria as set out in Table 2 of Schedule 8 (Selection Criteria). Each case study of a contract example should be limited to 1,000 words at 11-point Arial font (single spacing).
- 4.3.3 Where it is required for the proper conduct of the procurement process, the Authority reserves the right to request for evidence of self-declaration from Candidates at any stage during the Process.

4.4 Anti-Collusion Certificate

- 4.4.1 Candidates shall complete the Anti-Collusion Certificate by duly executing and dating the Anti-Collusion Certificate. The Anti-Collusion Certificate should be submitted together with the other documentation required as part of the SQ.
- 4.4.2 Where the Candidate is a company, the Anti-Collusion Certificate must be signed by a duly authorised representative of that company. Where the Candidate is a consortium, the Anti-Collusion Certificate must be signed by the lead authorised representative of the consortium, which organisation shall be responsible for the carrying out of the Services. In the case of a partnership, all the partners should sign or, alternatively, one only may sign, in which case he must have and should

state that he has authority to sign on behalf of the other partners. The names of all the partners should be given in full together with the trading name of the partnership. In the case of a sole trader, he should sign and give his name in full together with the name under which he is trading..

4.5 Preparation of SQ

- 4.5.1 A Candidate will be deemed for all purposes to have carried out all research, investigations and enquiries which can reasonably be carried out and to have satisfied itself as to the nature, extent, volume and character of the Services (in the context of and as it is described in the Scope), the extent of the personnel, materials and equipment which may be required and any other matter which may affect its SQ. The Candidate shall have no claim whatsoever against the Authority in respect of such matters and in particular the Authority shall not make any payments to the Candidate save as expressly provided for in the Contract and any contract awarded pursuant to the Contract and (save to the extent set out in the Contract) no compensation or remuneration shall otherwise be payable by the Authority to the Candidate in respect of the Services by reason of the scope of the Services being different to that envisaged by the Candidate or otherwise.
- 4.5.2 This ITP, its schedules and appendices and all other documents forming part of this procurement including the SQ and its appendices shall be treated by the Candidate as private and confidential for use only in connection with this opportunity and any resulting contract and shall not be disclosed in whole or in part to any third party without the prior written consent of the Authority.
- 4.5.3 Except as otherwise provided, the several documents comprising the ITP are to be taken as mutually explanatory of one another.
- 4.5.4 Should any additions or deletions to any of the ITP documentation, supplementary clauses or additional information be considered necessary prior to the Return Deadline, these will be issued to Candidates and will be deemed to then form part of the ITP documentation.
- 4.5.5 The Authority may in its absolute discretion refrain from considering any SQ:
 - 4.5.5.1 it is not in accordance with the ITP;
 - 4.5.5.2 the Candidate submitting the SQ makes or attempts to make any variation or alteration to the SQ, the Scope or other procurement documentation, save where a variation or alteration is invited or permitted by the Authority; or
 - 4.5.5.3 it contains gaps or omissions.
- 4.5.6 The SQ shall remain open for acceptance for a period of 90 days from the Return Date.
- 4.5.7 All Candidates will be informed of the outcome of the Authority's evaluation of the SQs in writing and whether they have been successful or not in being invited to tender.

4.6 Timetable

4.6.1 The Authority's proposed timetable for the procurement for the Contract is set out in Table 2 below. The Authority reserves the right at its absolute discretion at any time to amend the Timetable. In the event of any such change, all Candidates will be notified via myTenders.

Table 2: Proposed Procurement Timetable

Action	Date
Issue 'Find a Tender' Notice and Invitation to Participate (ITP)	14 th March 2023
Deadline for ITP clarification questions	1pm 4 th April 2023
Invitation to Participate Closes = SQ Return Date	1pm 13 th April 2023
Issue of Invitation to Tender (ITT) to selected Bidders	20 th April 2023
Deadline for ITT clarification questions	1pm 18 th May 2023
Tender Return Deadline	1pm 27 th May 2023
Tender clarification meetings (optional at the discretion of the Authority)	30 th May 2023
Completion of evaluation of Tenders	6 th June 2023
Notification of intention to award contract	15 th June 2023
Standstill period	From 15 th June 2023 to midday on 26 th June 2023
Contact Award	26 th June 2023
Contract Commencement	10 th July 2023

SCHEDULE 1: SELECTION QUESTIONNAIRE
(For completion)

Standard Selection Questionnaire

Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.

The standard Selection Questionnaire contains self-declarations, made by you (the potential supplier), that you do not meet any of the grounds for exclusion. For the grounds for discretionary exclusion in Section 3 of Part 2, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusion grounds. Consequently, we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example, these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

Supplier Selection Questions: Part 3

The procurement document will provide instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay, we reserve the right to amend the contract award decision and award to the next compliant bidder.

Consequences of misrepresentation

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

Legal Services for Western Riverside Waste Authority

PROCUREMENT PROCEDURE: RESTRICTED

Notes for completion

1. The “Authority” means the Western Riverside Waste Authority, or anyone acting on behalf of the Authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e., the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the PCR 2015 and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The Authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the Authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The Authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. For answers to Part 3, If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/or any sub-contractors, providing one composite response and declaration.

The Authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the PCR 2015 or pursuant to an order of the court or demand made by any competent Authority or body where the Authority is under a legal or regulatory obligation to make such a disclosure.

Part 1: Potential supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 1		
Potential supplier information		
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	
1.1(k)	Trading name(s) that will be used if successful in this procurement	

Section 1	Potential supplier information	
Question number	Question	Response
1.1(l)	<p>Relevant classifications (state whether you fall within one of these, and if so which one)</p> <p>a) Voluntary Community Social Enterprise (VCSE)</p> <p>b) Sheltered Workshop</p> <p>c) Public service mutual</p>	
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(n)	<p>Details of Persons of Significant Control (PSC), where appropriate:</p> <ul style="list-style-type: none"> - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; <ul style="list-style-type: none"> - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. <p>(Please enter N/A if not applicable)</p>	
1.1(o)	<p>Details of immediate parent company:</p> <ul style="list-style-type: none"> - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) <p>(Please enter N/A if not applicable)</p>	
1.1(p)	<p>Details of ultimate parent company:</p> <ul style="list-style-type: none"> - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) <p>(Please enter N/A if not applicable)</p>	

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

Please provide the following information about your approach to this procurement:

Section 1		Bidding model				
Question number	Question	Response				
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3. If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.				
1.2(a) - (ii)	Name of group of economic operators (if applicable)					
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.					
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes <input type="checkbox"/> No <input type="checkbox"/>				
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.					
	Name					
	Registered address					
	Trading status					
	Company registration number					
	Head Office DUNS number (if applicable)					
	Registered VAT number					
	Type of organisation					
	SME (Yes/No)					
	The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables					
	The approximate % of contractual obligations assigned to each sub-contractor					

Contact details and declaration

I declare that to the best of my knowledge the answers submitted, and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question number	Question	Response
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	
1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	

Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1(a)	<p>Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of an organisation are set out on this web page, which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.</p>	
	Participation in a criminal organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Corruption.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Fraud.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)

Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1(b)	<p>If you have answered yes to any of the questions in 2.1(a), please provide further details, including:</p> <p>Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,</p> <p>Identity of who has been convicted</p> <p>If the relevant documentation is available electronically, please provide the web address, issuing authority, precise reference of the documents.</p>	
2.2(a)	<p>Regulation 57(3)</p> <p>Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
2.2(b)	<p>If you have answered yes to question 2.2(a), please provide further details. Please also confirm you have paid or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.</p>	

Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

Section 3		Grounds for discretionary exclusion
Question Number	Question	Response
3.1	Regulation 57 (8) The detailed grounds for discretionary exclusion of an organisation are set out on this web page , which should be referred to before completing these questions. Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.	
3.1(a)	Breach of environmental obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1 (b)	Breach of social obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1 (c)	Breach of labour law obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended, or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2

Section 3		Grounds for discretionary exclusion
Question Number	Question	Response
3.1(h)	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(j)	Please answer the following statements:	
3.1(j) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(j) - (ii)	The organisation has withheld such information.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(j) –(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1(j)-(iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	

Contact details and declaration

I declare that to the best of my knowledge the answers submitted, and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to

assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Contact details and declaration	
Contact name	
Name of organisation	
Role in organisation	
Phone number	
E-mail address	
Postal address	
Signature (electronic is acceptable)	
Date	

Part 3: Selection Questions

Section 4	Economic and Financial Standing	
Question Number	Question	Response
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide one of the following: answer with Y/N in the relevant box.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g., forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 5	If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:
Name of organisation	
Relationship to the Supplier completing these questions	

Question Number	Question	Response
5.1	Are you able to provide parent company accounts if requested to at a later stage?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Question Number	Question	Response
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.3	If no, would you be able to obtain a guarantee elsewhere (e.g., from a bank)?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 6	Technical and Professional Ability
6	<p>Relevant experience and contract examples</p> <p>Please provide 3 case studies of the contract examples specified in this section demonstrating the minimum requirements of the Authority as set out in Schedule 4 (Selection Criteria). Examples can be from either the public or private sector that are relevant to our requirement. Contracts for supplies or services should have been performed during the past three years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g., the consortium is newly formed, or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.</p>

	Contract 1	Contract 2	Contract 3
Name of customer organisation			
Point of contact in the organisation			
Position in the organisation			
E-mail address			
Description of contract			
Contract Start date			
Contract completion date			
Estimated contract value			

Section 7 Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015		
Question Number	Question	Response
7.1	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Yes <input type="checkbox"/> N/A <input type="checkbox"/>
7.2	If you have answered yes to question 1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	Yes <input type="checkbox"/> Please provide relevant the url No <input type="checkbox"/> Please provide an explanation

8. Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

8.1	Insurance
Question Number	Response
a.	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: Y/N</p> <p>Employer's (Compulsory) Liability Insurance = £5,000,000 (five million pounds)</p> <p>Third Party Liability Insurance = £10,000,000 (ten million pounds)</p> <p>Professional Indemnity Insurance = £10,000,000 (ten million pounds)</p> <p>*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>

8.2		Quality Management
Question Number	Question	Response
a.	<p>Does your organisation have a Quality Management System supported by the International Organisation for Standardisation ISO 9001 Quality Management (EFQM) Excellence Model criteria or equivalent?</p> <p>If Yes, please provide details:</p> <p>If No, please complete sub-section b below.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
b.	<p>Does your organisation have a written quality policy?</p> <p>If Yes, please:</p> <p>a) Confirm that a copy of your organisation's Quality policy will be provided on request.</p> <p>b) Provide details of how your organisation communicates its quality policy to:</p> <ul style="list-style-type: none"> • Those concerned with recruitment, training and promotion • Employees, recognised trade unions or other representative groups of employees • Prospective employees <p>(Maximum 500 words)</p> <p>If No, please provide details of the quality management processes and procedures your organisation uses to ensure that it is managed properly (or explain why such processes and procedures are not in place):</p> <p>(Maximum 500 words)</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Confirmed
c.	<p>Do you have an officer or third party responsible for your organisation's quality?</p> <p>If Yes, please provide details including name, qualifications & experience relevant to Quality:</p> <p>(Maximum 250 words)</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

8.3		Compliance with Equality Legislation
Question Number	Question	Response
a.	<p>Does your organisation comply with the requirements of the Equality Act 2010 (or equivalent legislation in the country in which you are located)?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

b.	<p>In the last three years</p> <ul style="list-style-type: none"> • Has any finding of unlawful discrimination, victimisation, harassment or failure to make reasonable adjustments, been made against your organisation by any court or employment tribunal (or in comparable proceedings in any other jurisdiction)? • Has your organisation been the subject of a formal investigation by the Equality and Human Rights Commission? <p>If Yes, please provide details including what steps your organisation took in consequence of this.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
c.	<p>Does your organisation have a written equal opportunities policy?</p> <p>If Yes, please confirm that evidence will be provided upon request.</p> <p>If No, please provide details on how your organisation complies with the Equality Act 2010 (or equivalent legislation in the country in which you are located).</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
d.	<p>If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to your sub-contractors?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

8.4 Health and Safety		
Question Number	Question	Response
a.	<p>Does your organisation have a written health and safety policy?</p> <p>If Yes, please attach a copy of the policy. If No, please provide details on how your organisation complies with the Health and Safety legislation that apply to your organisation and its activities.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

8.5 Information Security and Governance		
Question Number	Question	Response
a.	<p>Has your organisation been fined by the Information Commissioner or any Supervisory Authority for breach of data protection legislation?</p> <p>If Yes, please provide details in a separate Appendix of any enforcement/remedial orders served and give</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

	details of any remedial action or changes to procedures you have made as a result.	
b.	<p>Does your organisation have an information security management policy?</p> <p>If Yes, please confirm that evidence will be provided upon request.</p> <p>If No, please explain how incidents, which may affect the security of Authority data (personal data and sensitive data) are identified, reported and managed.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
c.	<p>General Data Protection Regulation (EU) 2016/679 (GDPR)</p> <p>The GDPR came into force on 25 May 2018.</p> <p>Please confirm that you have technical and organisational measures (including systems and processes), or will have in place by contract award, to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If Yes , please confirm that evidence will be provided upon request.	
	Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to ensure compliance with the GDPR and to ensure the protection of the rights of data subjects.	<input type="checkbox"/> Yes <input type="checkbox"/> No
d.	If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to your sub-contractors?	<input type="checkbox"/> Yes <input type="checkbox"/> No

8.6 Regulatory Bodies – Legal Services		
Question Number	Question	Response
a.	<p>Is your organisation regulated by the Solicitors' Regulation Authority to carry out regulated activities?</p> <p>Please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
	If Yes , please confirm that evidence will be provided upon request.	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

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Contact details and declaration

I declare that to the best of my knowledge the answers submitted, and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Contact details and declaration	
Contact name	
Name of organisation	
Role in organisation	
Phone number	
E-mail address	
Postal address	
Signature (electronic is acceptable)	
Date	

SCHEDULE 2: ANTI-COLLUSION CERTIFICATE

(For completion)

The essence of the public procurement process is that the Authority shall receive bona fide competitive application and tenders from all Candidates. In recognition of this principle, we hereby certify that this is a bona fide application, intended to be competitive, and that we have not shared, fixed or adjusted the existence of the SQ provided to the Authority by or under or in accordance with any agreement, understanding or arrangement with any other person or Candidate (other than a member of our own consortium).

We have not and insofar as we are aware neither has any supply chain member, except as disclosed with this SQ:

- 1 entered into any agreement with any other person with the aim of preventing applications or tenders being made or as to the fixing or adjusting of the amount of any tender or the conditions on which any tender is made or the elements or contents of any tender;
- 2 informed any other person, other than the person calling for this SQ, of any confidential information in relation to this SQ, except where the disclosure, in confidence, of the amount of the SQ was necessary to obtain quotations necessary for the preparation of the SQ;
- 3 provided or received any confidential information relating to any other actual or potential application or tender;
- 4 caused or induced any person to enter into such an agreement as is mentioned in paragraphs 1 and 2 above or to act as mentioned in paragraph 3;
- 5 committed any offence under the Bribery Act 2010 nor under Section 117 of the Local Government Act 1972;
- 6 offered or agreed to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other application or tender or proposed application or tender any act or omission;
- 7 canvassed any other persons referred to in paragraph 1 above in connection with the SQ; or
- 8 contacted any officer of the Authority or Constituent Councils about any aspect of the SQ in a manner not permitted by the Authority's documents including (but without limitation) for the purposes of discussing the possible transfer to the employment of the Candidate of such officer for the purpose of the SQ or for soliciting information in connection with the SQ.

We also undertake that we shall not procure the doing of any of the acts mentioned in paragraphs 1 to 8 above before the hour and date specified for the return of the SQ nor (in the event of the SQ being successful) shall we do so during the period between invitation to tender and award of contract between us (or our successors in title) and the Authority.

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

Signed:

For and on behalf of:

Name:

Dated:

SCHEDULE 3: CONTRACT

(See Separate document)

The Contract is attached as a separate document **for information only** at the SQ stage. Candidates who are invited to tender will be evaluated on their acceptance of the Contract and any proposed amendments will be assessed in relation to any potential risk transfer to the Authority as detailed in Schedule 5.

SCHEDULE 4: SELECTION CRITERIA

The Authority will evaluate the Selection Questionnaire in accordance with the minimum requirements for selection set out in this Schedule 4 and in accordance with Regulations 58 PCR 2015.

The Authority reserves the right to exclude economic operators in accordance with the Public Contracts Regulations 2015 if the Authority considers the economic operator to:

- be ineligible to tender on a ground specified in Regulation 57 PCR 2015; or
- have failed to satisfy the minimum requirements for selection as set out in this Schedule 8.

Assessment Basis

The Pass/Fail sections namely, Part 1, Part 2, and sections 4, 5, 7, 8.1, 8.2, 8.3, 8.4, 8.5 and 8.6 of Part 3 of the Selection Questionnaire (SQ) will be evaluated first. Any Candidate that is awarded a "Fail" for any of the sections will be disqualified and will not progress further in the Process.

Part 3 Section 6 of the SQ is scored. Candidates must score a minimum of 30 marks in total, with each Case Study scoring at least 10 or more. The five highest scoring compliant Candidates will be invited to tender. The Authority reserves the right to invite one or more Candidates to tender if overall scores are received which are within 5% of the score received by the fifth highest scoring Candidate.

Additional Information

The Authority expressly reserves the right to require a Candidate to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in the SQ.

Failure to provide the required information, make a satisfactory response to any question, or supply documentation referred to in responses, within the timescale given, may mean that the Candidate will not be considered further.

Tenders will be deemed to be non-compliant, and will not be considered further, where they do not achieve a "Pass" in one or more of the sections included in the Selection Questionnaire.

Table 1: Basis of Assessment for Part 1, 2, and 3

Assessment Basis	
Required Data	
Required Data	<ul style="list-style-type: none"> • The data provided is for information only and will not be scored / assessed but if the information requested is not provided the bid will be judged to be non-compliant unless there is an acceptable reason for its omission.
Pass / Fail	
Pass	<ul style="list-style-type: none"> • The information / evidence has been assessed and judged to be acceptable.
Fail	<ul style="list-style-type: none"> • No information / evidence has been provided. • The standard of the information / evidence provided is unacceptable. • The information / evidence has been assessed and does not comply with the minimum acceptable standard.

Scoring Methodology	
Part 3 Section 6.1: Technical and Professional Ability	<p>0 – 60 marks derived from evaluation of three relevant contract examples provided.</p> <p>For each example provided:</p> <ul style="list-style-type: none"> ○ 16-20 is a submission that is assessed as exceeding the Authority's requirements ○ 11-15 is a submission that is assessed as fully meeting the Authority's requirements ○ 6-10 a submission that is assessed as not fully meeting the Authority's requirements ○ 1-5 is a submission that contains significant weaknesses ○ 0 – is a submission that fails to meet the Authority's requirements

Table 2: Requirements

Part 1: Potential Supplier Information			
Section		Assessment Basis	Requirements
1	Supplier Information 1.1 Potential supplier information 1.2 Bidding model 1.3 Contact detail and declaration	Required Data	The data provided is for information only and will not be scored; however, if the information requested is not provided the Tender will be judged to be non-compliant unless there is an acceptable reason for its omission.
Part 2: Exclusion Ground			
2	Grounds for mandatory exclusion	Pass / Fail	The Authority will exclude a Candidate from the procurement process where there is evidence of conviction relating to the criminal offence detailed in Part 2 section 2 of the SQ and shall evaluate the SQ in accordance with regulation 57 Public Contracts Regulations 2015.
3	Grounds For Discretionary Rejection	Pass / Fail	The Authority may exclude any Candidate from the procurement process who answers 'Yes' in any of the situations set out in Part 2 section 3 and shall evaluate the SQ in accordance with regulation 57 Public Contracts Regulations 2015.
Part 3: Selection Questions			
4	Economic and Financial Standing	Pass / Fail	<p>An assessment of the information / evidence provided will be used to ensure organisations have sufficient financial capacity to perform the contract in accordance with the following minimum criteria:</p> <p>Minimum turnover: £3,900,000 (three million, nine hundred thousand pounds)</p> <p>Ratios: Liquidity ratio: greater than 1, calculated as</p>

			$\frac{(current\ assets) - (stock)}{(current\ liabilities)}$ <p>Gearing ratio: no higher than 0.5, calculated as</p> $\frac{debt}{equity}$
5	Group financial information	Pass / Fail	Wider group accounts and commitments to provide guarantees will be taken in to account in the assessment of the minimum criteria for economic and financial standing in the event that the applying organisation does not have sufficient financial standing.
6	Technical and Professional Ability	0 - 60 marks A score below 30 will be considered a fail.	<p>Each contract example will have a total of 20 marks (with a maximum of 60 marks for the 3 contract examples). Scores will be awarded for each of the three contract examples in accordance with the scoring methodology above.</p> <p>Scores will be based on the scoring mechanism in Table 1 based on the extent to which answers demonstrate experience in relation to the following:</p> <ol style="list-style-type: none"> Letting a large PPP/PFI style Waste Disposal contract The development of a waste or other transport/industrial facility ideally with scope for a residential or commercial oversite development; and another example that the candidate feels would demonstrate further value to the Authority. <p>It is desirable that the contract examples should also demonstrate experience of:</p> <ul style="list-style-type: none"> working within a project team with different stakeholders; and local authority law. <p>Please note: The Authority reserves the right to take up the references named to resolve any questions about efficiency, quality understanding and ability to interpret and deliver the contract requirements.</p> <p>Note: Each contract example should be limited to 1,000 words at 11-point Arial font (single spacing).</p>
7	Modern Slavery Act 2015	Pass / Fail	<p>Pass: No previous conviction under the Modern Slavery Act 2015</p> <p>Fail: Previous conviction under the Modern Slavery Act 2015</p> <p>The Authority may exclude from the procurement process any Candidate who answers 'No' to the question in section 7.2 of the Selection Questionnaire and does not provide an explanation or evidence of self-cleaning. The Authority expects Candidates to be compliant with the requirements of the Modern Slavery Act 2015 (if applicable to your organisation).</p>

8.1	Insurance	Pass / Fail	<p>Candidate must confirm that required insurance levels would be in place and certificates provided prior to the contract award.</p> <p>Minimum insurance levels: Professional Indemnity Insurance: £10,000,000 (ten million pounds)</p> <p>Third Party Liability Insurance: £10,000,000 (ten million</p>
			<p>pounds)</p> <p>Employers liability insurance £5,000,000 (five million pounds)</p>
8.2	Quality Management	Pass / Fail	The Authority must be satisfied that adequate arrangements are in place with regard to Quality Management.
8.3	Compliance with Equality Legislation	Pass / Fail	<p>The Authority must be satisfied that adequate policies and arrangements are in place with regard to equal opportunities.</p> <p>The Candidate must confirm that it complies with all applicable legislation and declare any findings made against the Candidate in the last three years.</p> <p>If findings have been made or complaints have been upheld the Candidate must have demonstrated to the Authority's satisfaction that appropriate remedial action has been taken to prevent reoccurrence.</p> <p>Where sub-contractors are used, the Candidate must confirm that processes are in place to check whether any of the above circumstances apply to sub-contractors.</p>
8.4	Health and Safety	Pass / Fail	<p>The Candidate must confirm that the Candidate and all consortia members comply with the applicable Health and Safety legislation and identify if they, including any Directors or Executive Officers, have been in receipt of enforcement/remedial orders in the last three years.</p> <p>If the Candidate or any of its Directors or Executive Officers have been in receipt of enforcement/remedial action orders the Candidate must have demonstrated to the Authority's satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.</p> <p>Where sub-contractors are used, you must confirm that processes are in place to check whether any of the above circumstances apply to sub-contractors.</p>
8.5	Information Security	Pass / Fail	<p>The Authority must be satisfied that adequate policies and arrangements are in place with regard to information security management.</p> <p>The Authority may exclude from the procurement process any Candidate who answers 'No' to the question in section 8.5 (c) of the Selection Questionnaire and does not provide an explanation or evidence of self-cleaning. The Authority expects Candidates to be compliant with the requirements of the General Data Protection Regulation.</p>
8.6	Regulatory Bodies – Legal Services	Pass / Fail	The Candidate must confirm that it is registered with and/or authorised by the Solicitors Regulation Authority and will provide evidence upon request

SCHEDULE 5: AWARD CRITERIA – FOR INFORMATION ONLY

1. General

1.1 Tenders will be evaluated applying the following award criteria in order to determine the most economically advantageous offer:

Quality: Weighting 70%

Cost: Weighting 30%

1.2 A summary of the approach to the Tender evaluation is set out in this Schedule 9 (*Award Criteria*).

1.3 All Tenders will first be checked for completeness. Candidates should ensure that they compile their Tenders fully, as requested in this ITP (including the completed Form of Tender and Anti-Collusion Certificate). Failure to do so may result in that Candidate being disqualified from the Process, although the Authority reserves the right to request clarification where there is a clear error or omission in a Tender.

1.4 The Anti-Collusion Certificate and the Form of Tender will be evaluated first. The Authority will disqualify a Tender that contains amendments or qualifications in the Anti-Collusion Certificate. Save as to any amendments to the Contract in Schedule 7 pursuant to the provisions of paragraph 4.9.2 of this ITP, the Authority will disqualify a Tender that contains amendments or qualifications in the Form of Tender.

1.5 For each Candidate, the Authority will add the quality score to the cost score, following which the Candidates will be ranked according to their total score.

Quality Score + Cost Score = Total Score

1.6 The Authority reserves the right to disqualify any Candidate scoring 0-2 in one or more Quality criteria or sub-criteria.

1.7 The Cost Evaluation methodology is set out in paragraph 2 of this Schedule 9 and the Quality Evaluation methodology is set out in paragraph 3 of this Schedule 9.

2. Cost Evaluation: (Weighting: 30%)

2.1 The Cost evaluation of Tenders will be based on the Candidates' completion of the Agreed Rates Schedule (Schedule 5). The highest attainable marks for the cost criteria shall be 30 marks. Each Candidate will be scored in relation to its position to the Weighted Day Rate Benchmark. The Weighted Day Rate Benchmark is based on an assumption around the anticipated level of engagement by various grades of staff in different projects.

2.2 The Weighted Day Rate Benchmark for this procurement is as follows:

Table 1: Weighted Day Rate Benchmark

Grade	Day Rate	Weighting	Weighted Day Rate
Partner	£2,150	20%	£430
Senior/Associate (5 years+ qualified)	£1,750	50%	£875
Associate (2-4 years qualified)	£1,550	20%	£310
Associate (1 year qualified)	£1,450	10%	£145
Total (Day & Weighted Day Rate Benchmark)	£6,900	100%	£1,760

2.3 The Cost submission of each of the Tenders will be scored on the basis of its deviation from the Weighted Day Rate Benchmark as shown by Table 2 below:

Table 2: Deviation from Day Rate Benchmark

Deviation from Weighted Day Rate Benchmark	Score
≥30% less than the Weighted Day Rate Benchmark	30
>0% to <30% less than the Weighted Day Rate Benchmark	15.5 – 29.5
0% deviation from Weighted the Day Rate Benchmark	15
>0% to <30% more than the Weighted Day Rate Benchmark	14.5 – 0.5
≥30% more than the Weighted Day Rate Benchmark	0

2.4 Table 3 below provides a worked example:

Table 3: Worked Example of Cost Evaluation

Grade	Weighted Day Rate	Bidder 1	Bidder 2
Partner	£430	£500	£400
Senior/Associate (5 years+ qualified)	£875	£900	£800
Associate (2-4 years qualified)	£310	£340	£300
Associate (1 year qualified)	£145	£150	£140
Total (Weighted Day Rate Benchmark)	£1,760	£1,890	£1,640
% Deviation from Weighted Day Rate Benchmark	0%	+7.39%	-6.82%
Total Score	15 marks	11.31 marks	18.41 marks

3. Quality Evaluation: (Weighting: 70%)

3.1 The quality evaluation of Tenders will be based on the Candidates' responses to the questions set out in Schedule 3 (Method Statements), Schedule 6 (Staff and Staff Organisation) and Schedule 7 (Proposed Contract Amendments) in accordance with the evaluation criteria set out in Table 4 Quality Criteria. The scores achieved by a Candidate for the total quality sub criteria will be added together to arrive at the Candidate's total score for the Quality element of the evaluation.

3.2 The following formula will be used to evaluate the quality score for each sub-criteria:

$$\frac{A}{B} \times C = D$$

Where:

A = Points achieved by the Candidate for the sub-criteria on the basis of the Scoring Table for the sub-criteria

B = Maximum Total Points in the Scoring Table for the sub-criteria

C = Highest Attainable Marks for the sub-criteria

D = Quality Score for the sub-criteria

3.3 Table 4 below provides further detail on the Quality criteria, sub-criteria and scoring methodology and Table 5 sets out the scoring methodology for the Method Statements.

Table 4: Quality Criteria		
Criteria	Highest Attainable Marks and Scoring Methodology	Weighting
<p>Staff:</p> <ul style="list-style-type: none"> • Skills, qualifications and experience of the staff to be deployed on the contract • Ability to deploy resources and meet any required deadlines 	<p>The Highest Attainable Marks for Staff = 10 marks</p> <p>The scoring matrix is:</p> <ul style="list-style-type: none"> • 10 is a submission that demonstrates a very good team structure with very strong team skills, qualifications and experience across the proposed team to meet the required standard; • 8 is a submission that demonstrates a good team structure with strong team skills, qualifications and experience across the proposed team to meet the required standard; • 6 is a submission that demonstrates an adequate team structure with adequate team skills, qualifications and experience across the proposed team to meet the required standard; • 4 is a submission that demonstrates a poor team structure with poor team skills, qualifications and experience across the proposed team to meet the required standards; • 4 is a submission that demonstrates a deficient team structure with minimal team skills, qualifications and experience across the proposed team to meet the required standards; and • 0 is a submission that fails to demonstrate a team structure and/or team skills, qualifications and experience across the proposed team to meet the required standards. 	10%
Acceptance of contract	<p>Highest Attainable Marks for Contract = 10 marks</p> <p>The scoring matrix is:</p> <ul style="list-style-type: none"> • 5 is acceptance of contract Authority's with added value; • 4 is acceptance of Authority's contract; • 3 is acceptance of Authority's contract with minor changes; 	10%

Table 4: Quality Criteria		
Criteria	Highest Attainable Marks and Scoring Methodology	Weighting
	<ul style="list-style-type: none"> • 2 is acceptance of Authority's contract with changes resulting in transfer of risks to the Authority; • 1 is acceptance of Authority's contract with significant changes resulting in significant transfer of risks to the Authority; and • 0 is non-acceptance of the Authority's contract or complete transfer of risks to the Authority. 	
<p>Five Method Statements:</p> <p>Method Statement 1:</p> <p>Method Statement 2:</p> <p>Method Statement 3:</p> <p>Method Statement 4:</p> <p>Method Statement 5:</p>	<p>Five Method Statements will be evaluated, and each Method Statement will have the following Highest Attainable Marks:</p> <p>Method Statement 1: 10 marks</p> <p>Method Statement 2: 10 marks</p> <p>Method Statement 3: 10 marks</p> <p>Method Statement 4: 10 marks</p> <p>Method Statement 5: 10 marks</p> <p>The scoring matrix for each Method Statement is set out in Table 5 (Method Statements Scoring Methodology).</p>	50%

Table 5: Method Statements Scoring Methodology

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

4. Final Selection of Successful Candidate

The highest ranked Tenderer (representing the most economically advantageous tender) will be the Successful Tenderer.

In the event of a tie (where two or more top scoring Tenderers have the same total weighted score including both Quality and Cost), the Successful Tenderer will be the Tenderer with the highest weighted score for Method Statement one, then if still a tie, then Method Statement two and so forth.

5. Abnormally Low Tenders

Tenders will be reviewed to consider if any Tender appears to be abnormally low. An initial assessment will be undertaken using a comparative analysis of Tenders received from all Tenderers drawing on the information included within each Tender. If this analysis leads the Authority to consider that a Tender may be abnormally low, then further analysis will be undertaken.

If the Authority remains concerned that a Tender is abnormally low then a written explanation of the relevant Tender, or those parts which the Authority considers contribute to the offer being abnormally low, will be requested from the Tenderer. The Authority will take into account the written explanation received from the Tenderer.

If, after written explanation has been provided by the Tenderer, the Authority is still of the opinion that a Tender is abnormally low, the Authority reserves the right to accept or reject the Tender in its absolute discretion in accordance with PCR 2015 and the evaluation methodology in this ITP.

**APPENDIX 1:
BACKGROUND and
SCOPE OF SERVICES**

The Authority wishes to appoint an external legal adviser to assist it in:

- The management of its existing waste contract with Cory Environmental Limited that expires in 2032, this shall include work on a Residual Value agreement contained within the existing contract;
- The development of a new waste strategy and the procurement of new waste management arrangements to be implemented post 2032;
- The potential purchase of land for the development of a new waste transfer station with scope for over site development; and
- Extracting best value from its land holdings generally.

Advice and support will be expected to be provided on a range of subjects over the next decade including areas such as:

The Authority wishes to appoint legal advisors to assist it with the management of its existing contractual arrangements and the procurement of replacement services post 2032 over the next decade. Commercial law advice is currently provided by Mr John Chandler of Shakespeare Martineau LLP and he will be retained to conclude any currently open contractual matters and provide historical context and background to new matters if required. The new advisors will take on any new contract issues as they may arise. The Authority will also retain separate legal advisors with respect to matters of public law. The Authority will retain sole and absolute discretion to allocate work between its various legal advisors.

At this stage the Authority is willing to consider a range of innovative contractual and funding arrangements post 2032 including joint venture structures and it seeks access to external legal advisors' knowledge and expertise to ensure the efficient, timeous, and innovative delivery of the waste management solutions ultimately selected.

The legal advisors appointed to assist the Authority will be expected to provide a comprehensive and wide range of support, advice, and expertise to the Authority on a range of matters which will include joint venture type of projects (especially risk transfer). The legal advisors will be expected to assist the Authority in new procurements and the preparation of contract documentation, including the provision of advice and assistance leading to contract award and financial close (if applicable). A senior member of the legal advisors' staff (probably a Partner) will be expected to act as the principal point of contact to ensure co-ordination and efficient progress of the external legal advisors' remit with a named deputy of similar standing. The legal advisors must also make available such additional personnel as is agreed between the parties to undertake the remit and all actions required to ensure the success of the Procurement.

Advice and support will be expected to be provided on a range of subjects over the next decade including areas such as:

- Identifying and analysing corporate and project risks and the mitigation of those risks.
- Drafting, negotiation and finalisation of procurement and contract documentation.
- Property development and land purchase/sale.

- Attendance at meetings of the Authority, internal meetings with officers or liaison meetings with constituent councils as required.
- Attendance at dialogue or other negotiation meetings with bidders for Project contracts
- Advice on possible options for service delivery including in house or external delivery.
- Working with and assisting other Authority consultants with a wide range of disciplines and expertise on the project team, to complete relevant tasks.
- Advice as required on any Subsidy Control issues.

The legal advisor will also be expected to work collaboratively with other specialist Authority consultants in areas such as waste management, finance and property.

APPENDIX 2: MEMORANDUM OF INFORMATION

The Authority

Western Riverside Waste Authority, “the Authority”, was established in 1986 as an autonomous statutory local government body to undertake the waste disposal functions prescribed by the Local Government Act 1985 and the Waste Disposal (Authorities) Order 1985.

Following its establishment in 1986, the Authority assumed responsibility for waste disposal on behalf of four London Boroughs; Hammersmith and Fulham, Lambeth, Wandsworth and the Royal Borough of Kensington and Chelsea and it is managed by a committee comprised of two elected Councillors from each of these four borough councils. The Authority has the power to raise a levy from these councils, as defined in the Joint Waste Disposal Authorities (Levies) (England) Regulations 2006.

The Authority’s waste management powers and duties are principally as defined in the Environmental Protection Act 1990, and it arranges for the treatment of around 375,000 tonnes of recycling material and waste per year. Most of this is household waste, generated by a population of nearly one million residents within the four constituent boroughs.

Background

The Authority owns two riparian waste transfer stations which are leased to Cory Environmental Limited as part of a long-term Waste Management Services Agreement (“**WMSA**”) that includes for the management of all the Authority’s waste and recyclables up until 2032. The WMSA is a unique Public Private Partnership, but it does have some drafting similar to that of a Private Finance Initiative.

Full details on the Authority’s operations can be found in its [Annual Report for 2021/22](#).

The Authority operates with a lean contract management structure with only 5 full time employees. Legal advice, both commercial and public law has always been sourced externally.

As well as the need to manage its existing contractual arrangements the Authority is mindful that, in the medium term, it will need to begin the process of reprocurring new waste management services post 2032 and it is already considering the viability of purchasing additional land to help facilitate that process.

APPENDIX 3: GLOSSARY

In this ITP the following words have the meanings next to them unless the context requires otherwise:

Defined Term	Meaning
Anti-Collusion Certificate	The certificate set out in Schedule 2 (<i>Anti-Collusion Certificate</i>).
Authority	Western Riverside Waste Authority – the contracting authority, for the purposes of the PCR 2015.
Authority Confidential Information	As set out in paragraph 2.3.1 of this ITP (<i>Confidentiality</i>).
Clarification Deadline	The time and date by which clarifications must be submitted, as set out in Table 2 in paragraph 4.14 of this ITP, or such other time and date as may be notified to Candidates by the Authority.
Constituent Councils	The four London councils that make up WRWA: Hammersmith & Fulham, Kensington and Chelsea, Lambeth and Wandsworth.
Contract	The legally binding contract to be entered into between the Authority and the Successful Tenderer in the form set out in Schedule 3 (Contract).
Contract Period	The period of 10 (ten) years from the anticipated commencement date of 10 th July 2023, subject to earlier termination or extension in accordance with the terms of the Contract.
EIR	The Environmental Information Regulations, as amended from time to time.
FOIA	The Freedom of Information Act 2000, as amended from time to time.
MOI	The Memorandum of Information referred to in this ITP and attached as Appendix 2.
Find a Tender Notice	The advertisement for this procurement issued in the UK e-notification service by the Authority.
PCR 2015	The Public Contracts Regulations 2015, as amended from time to time.
myTenders	The Authority's e-procurement portal, available at https://www.mytenders.co.uk/
Process	The restricted procurement process being followed by the Authority pursuant to the PCR 2015, for the purpose of identifying a contractor to carry out the Services.
Qualification	A proposed change, amendment, or other caveat to the SQ or Anti-Collusion Certificate by a Candidate. .
Scope	The scope of Services appended to this ITP as Appendix 1 (Scope).

SQ	The selection questionnaire attached as Schedule 1.
Successful Candidates	The five Candidates who achieve the highest scores following evaluation of SQs in accordance with this ITP or if less than five qualifying SQs are received, all of those which meet the minimum criteria
Selection Criteria	The criteria for assessing the suitability of the Candidate to deliver the Services set out in Schedule 4 (Selection Criteria).
SQ Return Date	The time and date by which the SQ must be submitted, as indicated on the front page of this ITP and on the Timetable, or such other time and date as may be notified to Candidates by the Authority.
Candidate	An economic operator, as defined by PCR 2015, who submits a SQ.
Candidate Confidential Information	As set out in paragraph 2.3.4 of this ITP (<i>Confidentiality</i>).
Timetable	The Authority's proposed timetable for the procurement, as set out in Table 2 paragraph 4.14 of this ITP or as amended from time to time.
Services	Legal services as detailed in the Scope.

BEFORE RETURNING THE SQ, CANDIDATES PLEASE ENSURE THAT:

- you have answered all questions;
- you have enclosed all relevant documents;
- all organisations have signed the forms and provided the relevant certificates where required;
- you have checked your submission to satisfy all compliance requirements.

- **END** -