



National Mobilities Procurement Hub
Managed by SAM

email: procurement@nationalmobilitiesprocurementhub.co.uk

To: **ALL FRAMEWORK 4: CONSULTANCY SERVICES**

12th October 2022

Dear Bidders,

REQUEST FOR INFORMATION - UPDATE

Please find below the response to all RFI Questions received by the date as shown.

Title/Summary:	RFI 1 – Insurance		
Question:	We have Professional Indemnity, Public & Products Liability insurance, however the amounts are less than required. Is it acceptable to increase the value of cover on award of a contract from the Framework?		
Confidential Response?	No	If yes, set out reasons why.	
Response:	Yes, but we will require the cover to be in place to the correct value prior to any call-off order being signed.		

Title/Summary:	RFI 2 – Definition Lot 3 TSS-011		
Question:	Reference: Experience of providing expert technical advice to an appeals body / tribunal / court where you are supporting a challenge for a fairer system from a Customer. What is meant by a customer in this context? What is the difference from TSS-010?		
Confidential Response?	No	If yes, set out reasons why.	

Response:	<p>In TSS-011 the Customer could either be a Scheme Owner (such as a Concessionary Travel Authority) or an Operator.</p> <p>The difference between TSS-010 and TSS-011 is that TSS-010 is based upon a Bidder defending their own work via a formal process, whereas TSS-011 is about supporting a challenger rather than defending a challenge.</p>
------------------	--

Title/Summary:	RFI 3 – Social Value Response		
Question:	Maximum word count 2000 words per response. Does the document comprise 3 responses or 1?		
Confidential Response?	No	If yes, set out reasons why.	
Response:	3		

Title/Summary:	RFI 4 – Validity of Procurement Process for Lot 2		
Question:	<p>We now understand that for Lot 2 that has 7 specialisms, but an organisation or individual is limited in the number of specialisms that they can bid for to a single primary, single secondary and single tertiary. These are diverse specialisms that go well beyond fares and ticketing and therefore in a multi-disciplinary consultancy it is very likely that specialist teams exist for all or several of these niche specialisms.</p> <p>On the face of it this would be potentially sub-optimal for a public sector organisation wishing to access those specialisms. It is possible to visualise a scenario where a supplier is not available to them for a particular specialism, not because they are not skilled, simply because of administrative constraint at the time that the framework was prepared prevented them from offering it. In that case the public sector organisation would have to choose a supplier that was potentially not the highest quality for their particular project. They would not even necessarily know that were other better placed suppliers. Depending on the specialisms chosen by bidders there might even be no suppliers listed for a particular specialism. Does this restriction not limit the options to public sector authorities and also potentially damage the reputation of the SAM framework?</p> <p>In addition, will the public sector organisation see whether a supplier put themselves forward as primary, secondary or tertiary? If so, is there not a danger that a supplier declaring a specialism as their primary might be given greater credence than one that declared that specialism as a secondary? That</p>		

	<p>would not be an indicator of competence and ability for that specialism, rather again an outcome of an administrative constraint.</p> <p>We could understand this lot if it was possible to bid for all those niche specialisms where a company believes that it has those abilities and therefore placement into one of the five slots on each would entirely be on Quality/Price.</p>		
Confidential Response?	No	If yes, set out reasons why.	
Response:	<p>Part 1</p> <p>On the issue of sub-optimal offering – para 2, it is correct that larger organisations may indeed have specialisms covering multiple areas – but that does not equate to a Public Sector Body potentially receiving a sub-optimal offer, from a smaller provider as part of a Primary offering.</p> <p>Indeed, it could be argued that larger organisations are more likely to have stronger Secondary and Tertiary Options than smaller organisations, due to their breadth and depth, as well as being more likely to be able to offer such additional options.</p> <p>Part 2</p> <p>In relation as to whether SAM Members will see if a Supplier put themselves forward as primary, secondary or tertiary for a particular area, then No, we do not expect this to be the case.</p> <p>As outlined in the Tender, Secondary and Tertiary submissions will only be included for each of the 7 specialism areas where there is space, after the 5 Primary allocations. Where there is space then the 1st highest scoring Secondary/Tertiary Supplier will be added, then the 2nd highest scoring etc until all 5 places have been taken.</p> <p>As such, when a SAM Member wishes to select from that Specialism, all 5 Suppliers within it will be treated equally in relation to Quality / Cost / Social Value scoring.</p>		

Title/Summary:	RFI 5 – Lot 2 Rates (1)		
Question:	<p>In Lot 2, there is only the option to submit a single rate for primary, secondary and tertiary. The specialisms chosen may have different expert costs, therefore is it possible to submit variable rates for each specialism in order to ensure that the local authorities do not overpay.</p> <p>This question should also be considered in the light of a separate RFI which questions the rationale of Lot 2.</p>		
Confidential Response?	No	If yes, set out reasons why.	

Response:	<p>Lot 2 is based upon a panel of Experts being available for SAM Members for a range of specialisms. To support this approach, a new classification of Expert was created, detailed and included within the Tender.</p> <p>We expect that the Expert's skills and requirements from a SAM Member will remain constant across specialisms, and as such a single Expert rate is appropriate.</p>
------------------	---

Title/Summary:	RFI 6 – Lot 2 Rates (2)		
Question:	<p>The niche specialisms are relatively broad and experts within an organisation may have varying grades/rates. This might result in a client under or overpaying for advice from an appropriate expert.</p> <p>Would it not be more appropriate to allow organisations bidding under Lot 2 to name multiple experts at appropriate rates? This question should also be considered in the light of a separate RFI which questions the rationale of Lot 2.</p>		
Confidential Response?	No	If yes, set out reasons why.	
Response:	<p>The approach for the provision of Rates required for inclusion in Lot 2 are provided in the Tender. If a Bidder does not wish to accept that approach, then they do not need to submit a response.</p> <p>It will be for the SAM Member to decide which Lot from the Framework will best suit their needs.</p>		

Title/Summary:	RFI 7 – Lot 1 / 2 / 3 Quality Price Evaluation		
Question:	<p>It is not wholly clear if section 7 of the Framework 4 Consultancy Services document covers the methodology of placement on the framework or subsequent call off from the framework.</p> <p>The Quality / Technical scoring methodology in 7.2, which refers to the SAM evaluation panel indicates that 50% of the score comes from the essay questions there is no indication how the other 50% is made up assuming that some will come from the Social Value question, but the majority will be financial. What does the financial evaluation model look like given that there are multiple grades and prices being quoted? Whilst relevant to all Lots it is particularly pertinent to Lot 2 where a single rate is being quoted with no assessment of 'the time required to undertake a task'.</p>		

Confidential Response?	No	If yes, set out reasons why.	
Response:	<p>Section 7.1 details how each Call-Off from the Framework will be assessed in terms of Quality / Price / Social Value.</p> <p>Sections 7.2 and 7.4 confirm how the scores associated with Quality and Social Value will be scored, based on a Bidders submission, to determine eligibility to be on the Framework. These scores will remain fixed for future call-off assessments.</p> <p>This approach does not apply to Financial scores – as these will vary per SAM Members requirements. Section 7.3 of the Tender therefore makes it clear that SAM will not assess the financial proforma submissions as part of the Framework Assessment – other than to check for Abnormally Low Tenders.</p> <p>When a SAM Member wishes to undertake a call-off we will work with the SAM Member to identify their need, and then cost it with Suppliers. Only then will the Financial score be produced for the SAM Member, which will be added to the Quality & Social Value scores to identify the 'Most Economically Advantageous Supplier'.</p>		

Title/Summary:	RFI 8 – Trading History and Accounts		
Question:	<p>One of the legal entities who may bid on framework 4 will have been trading for 12 months at the time of submission, so will not have 4 years accounts. The team will include experienced consultants and project managers. How will this be considered in the evaluation SQ Section 1.18 and can management accounts be submitted.</p>		
Confidential Response?	No	If yes, set out reasons why.	
Response:	<p>In relation as to how the lack of 4 years accounts will be considered, this will be matter for the financial assessors.</p> <p>The requirement is for 4 years accounts and therefore we will consider any bid on its merits and any mitigation offered for a lack of 4 years accounts.</p> <p>As stated in the Framework, we also reserve the right to review financial clarification within each call-off.</p> <p>Yes, Management Accounts can be submitted.</p>		

Title/Summary:	RFI 9 – Sub-Consultants
-----------------------	--------------------------------

<p>Question:</p>	<p>If a primary contractor wishes to include / use smaller independent consultants to support their work and these will be the sole responsibility of the primary contractor (ie there will be no direct commercial relationship between a client and that contractor, with all liability and indemnity being the responsibility of the primary contractor) do we need to provide any additional information regarding that person/business? Many do not have the information requested as they are sole traders.</p> <p>Additionally, we are not committing to their use as this will be on a project-by-project basis.</p>		
<p>Confidential Response?</p>	<p>No</p>	<p>If yes, set out reasons why.</p>	
<p>Response:</p>	<p>We draw your attention to Joint Schedule 1 Definitions and the definition there of Supplier Staff:</p> <p>“all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier’s obligations under a Contract;”.</p> <p>And also, to the definitions of Key Subcontractor and Subcontractor; Key subcontract and subcontract obligations are further described in Joint Schedule 6 (Key Subcontracts) too.</p> <p>In the context of this question, we envisage that “independent consultants” would be treated as if employed staff of the prime contractor, and not as sub-contractors and so no extra details would be required about them. In both instances the primary contractor will retain all responsibilities, but SAM’s and Buyers’ rights differ when any work is subcontracted, as defined throughout the contract document set.</p>		

<p>Title/Summary:</p>	<p>RFI 10 – Lot</p>		
<p>Question:</p>	<p>2) The ITT document states that the Framework Award Form will be ‘personalised’ upon contract award. Section 10 of the form allows ‘Framework Special Terms’ to be inserted, an example of which is given as an amendment to the existing terms. Please can SAM confirm that successful tenderer will be provided with an opportunity to negotiate and agree any Special Terms post contract award?</p> <p>3) Framework Schedule 3 does not provide an absolute right for the Supplier to be able increase the Framework Prices, rather the approval for any increase it is at the sole discretion of SAM. Further, any request to increase the Framework Prices must be submitted to SAM three month’s prior to the Review Date, which is undefined. In lieu of clause 4 in Framework</p>		

	<p>Schedule 3 and in keeping with most other framework agreements, would SAM consider an indexation clause linked to the CPI which the Supplier would be entitled to upon each anniversary of the framework?</p> <p>4) Core Terms 3.1.1 state that the Supplier must provide the Deliverables to comply with the Specification, and also to a “professional standard”. As a service provider, we are concerned by strict obligations which can impose standards that are greater than the statutory and insurable standard of reasonable skill and care. Please can SAM confirm that a statement can be included in the Specification clarifying that fitness for purpose obligations will not be imposed on the Supplier when providing the Services. We also request the deletion of sub-clause b), as reference has already been made in this clause to “Good Industry Practice” and “using reasonable skill and care”.</p> <p>5) Section 10 of the Framework Award Form provides an example of an amendment which reduces each Party’s total aggregate liability in each Contract Year. Although shown as an example, will SAM agree to the inclusion of this Special Term in the final version of the framework agreement (i.e. for liability under each Call-Off to be capped at the greater of £1 million or 125% of the Estimated Yearly Charges).</p>
--	--

Confidential Response?	No	If yes, set out reasons why.	
Response:	<p>2). The reference to personalisation relates to the population the Framework Award with the local details of the Bidder and their submission.</p> <p>No - a successful tenderer will not be provided with an opportunity to negotiate and agree any Special Terms.</p> <p>3). Where requested by a Supplier, we would expect an Annual CPI uplift to their pricing to be allowed.</p> <p>4). No, we cannot confirm this. These are standard CCS terms, which we have chosen to adopt.</p> <p>5). See response above to Question 2.</p>		

Title/Summary:	RFI 11 – Selection Questionnaire, Framework 4 Lot Details
Question:	<p>Can you please confirm the correct max characters for the contract example in the selection questionnaire - Framework 4 Lot details tab, Lot 4?</p> <p>In cell AK27 it states 3,000 and in cell AM27 it states 6,000. The note details say that each text box has a character count of 2,000 characters.</p>

Confidential Response?	No	If yes, set out reasons why.	
Response:	Apologies – this is misleading. For each example, up to 3000 characters can be used.		

Title/Summary:	RFI 12 – Lots, Parts and Elements		
Question:	<p>It states at the top of each Lot section To be eligible a Bidder must be able to meet the requirements of all Elements shown per Part</p> <p>That implies that every box must be ticked if a Part is attempted. Is that the case? If so, what is the point of a tick box?</p>		
Confidential Response?	No	If yes, set out reasons why.	
Response:	We would expect that when seeking to apply for a Part, that all elements required can be met. The Tick Box is the confirmation of that process.		

Title/Summary:	RFI 13 – Selection Questionnaire - Lot 4 Details		
Question:	<p>On the Framework Lot 4 Details tab, cell AK11 it says “Where relevant If you are bidding for more than one capability, you must provide a Contract Example for each capability, meaning you can submit a maximum of 6 examples for this Lot. You may use the same example for different capabilities but you must submit a separate Contract Example entry for each capability you are bidding for”.</p> <p>It goes on to say below that the form can have a maximum of 3 contract examples but there is only space for 2.</p> <p>For clarity, can you please confirm that if one case study fits more than one category that will suffice, but we must ensure that all of the of the capabilities ticked are covered within the contract examples provided? Can you please confirm the maximum number of contract examples?</p>		
Confidential Response?	No	If yes, set out reasons why.	
Response:	<p>Where you wish to be included on more than one capability, please add additional example to the spreadsheet up to a maximum of 6 examples.</p> <p>You may use the same example to reference more than one capability.</p>		

Title/Summary:	RFI 14 – Selection Questionnaire - Accounts		
Question:	Are you we able to submit the 4 years' worth of accounts as a separate attachments rather than uploading them onto the selection questionnaire?		
Confidential Response?	No	If yes, set out reasons why.	
Response:	Yes		

Title/Summary:	RFI 15 – Terms and Conditions		
Question:	<p>1) Core terms clause 10 includes Termination without reason clauses for SAM and the Buyer with the same post-termination obligations on the Supplier whether the contract is terminated with or without reason. Given the wide variety of reasons for which SAM or Buyer can terminate, we wish to query why termination without reason necessary?</p> <p>2) Core terms clause 10 has very limited reasons for the Supplier to be able to terminate and no right to suspend. The Supplier is unable to terminate even for material breach of a Contract. Please can SAM confirm that they would be amenable to discussing amendments to this clause to bring it up to a market standard position?</p> <p>3) Core terms clause 10.6.2 states that “the Supplier is also responsible for the Relevant Authority’s reasonable costs of procuring Replacement Deliverables for the rest of the Contract Period.” Is the intention for the Supplier to be liable for (a) the costs of a new procurement taking place (ie the costs of a tender process to find a Replacement Supplier for the remaining Deliverables under the Contract in question) or (b) the costs of the remainder of the deliverables due to be provided under the Contract in question (ie the Charges due from the Buyer to the Replacement Supplier)?</p> <p>4) Post-termination restrictions include the right for the Buyer to pass confidential information to third parties and for to train replacement consultants. Please can SAM confirm that they would be amenable to discussing amendments to this wording to bring it up to a market standard position?</p>		
Confidential Response?	No	If yes, set out reasons why.	
Response:	1). In line with the choice of SAM Members, the Framework Award is based on standard CCS terms, which we have chosen to adopt. This is a standard CCS derived clause which has not been edited by SAM. It is also government		

	<p>policy to retain Termination For Convenience to protect public money.</p> <ol style="list-style-type: none"><li data-bbox="542 212 1396 616">2). As outlined in 1). above, in line with the choice of SAM Members, the Framework Award is based on standard CCS terms, which we have chosen to adopt. This is a standard CCS derived clause and we do not wish to discuss amending. Suppliers do retain the right if SAM or Buyer's major obligations are in default – i.e. failure to make timely payment. Suppliers enjoy Force Majeure rights but otherwise delivery is required and expected and there should be no other cause of suspension of delivery. Suppliers may also submit Variation requests when e.g. a circumstance or deliverable requires re-consideration by SAM or a Buyer.<li data-bbox="542 649 1396 784">3). We envisage the Supplier will be responsible for a) “ the procurement costs only and not the fees for the Replacement Deliverables due to the replacement supplier.”<li data-bbox="542 817 1396 952">4). In line with the choice of SAM Members, the Framework Award is based on standard CCS terms, which we have chosen to adopt. This is a standard CCS derived clause which has not been edited by SAM.
--	---

Thank you

Andrew Seedhouse
Chairman – Smart Applications Management