



**DEVON &  
SOMERSET**  
FIRE & RESCUE SERVICE

**DS339-20**

# **Framework Agreement for UK Fire and Rescue Emergency Response Vehicles**

## **INVITATION TO TENDER**

### **CLOSING DATE AND TIME:**

**11:00hrs on  
18<sup>th</sup> of January 2022**

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## Glossary of Terms

Term	Description
Aerial Appliance	Shall mean an appliance fitted with aerial capability to effect rescues from tall and high-rise structures and distribute water when used as a water tower.
the Authority	Shall mean the Devon and Somerset Fire and Rescue Authority which is the body corporate constituted in accordance with the Devon and Somerset Fire and Rescue Authority (Combination Scheme) Order 2006 for the purposes of discharging fire and rescue authority functions for the combined areas.
Bidder	Shall mean an organisation to which the ITT is issued (whether it is a single organisation, lead organisation or consortium). Potential Supplier and Potential Provider shall have the same meaning.
Call-Off Contract	Shall mean the written agreement between the Contracting Authority and the Contractor, for the execution of goods and/or services available via the Framework Agreement.
CCS	Shall mean the Crown Commercial Service: <a href="https://www.crowncommercial.gov.uk/about-ccs/">https://www.crowncommercial.gov.uk/about-ccs/</a>
Contracting Authority	Shall mean the legal entity entering into a Call-Off Contract with the Contractor.
Contractor	Shall mean the person, firm or company with whom the Authority enters into a Framework Agreement with and whom a Contracting Authority enters a Call-Off Contract with.
DSFRS	Shall mean Devon and Somerset Fire and Rescue Service as set up by the Authority to deliver its statutory functions.
FIA	Shall mean the Fire Industry Association: <a href="https://www.fia.uk.com/">https://www.fia.uk.com/</a>
Fire Appliance Manufacturer	Shall mean the supplier who produces/supplies the fire appliance.
Find A Tender	Shall mean the UK's website to publish public contract opportunities. This replaced Tenders Electronic Daily when the UK withdrew from being a member of the European Union. <a href="https://www.find-tender.service.gov.uk/Search">https://www.find-tender.service.gov.uk/Search</a>
Fire and Rescue Emergency Response Vehicles	Shall mean vehicles used by the Contracting Authorities to carry out their operational duties, including the option of National Resilience Vehicles. This is the collective term for Pumping Appliances, Aerial Appliances and Special Vehicles.
Fire Commercial Transformation Programme / FCTP	The FCTP pro-actively develops/supports and champions National Fire and Rescue Commercial Strategy that meets the needs of all stakeholders within the FRS community and encourage and support national and regional sector and cross sector collaboration wherever possible and ensure that VFM is delivered to the public at both local and national level. Further information on the FCTP can be found on the website: <a href="https://www.nationalfirechiefs.org.uk/Procurement">https://www.nationalfirechiefs.org.uk/Procurement</a>
FIRESA	Shall mean the Fire and Rescue Suppliers Council: <a href="https://www.fia.uk.com/about-us/structure/firesa-council.html">https://www.fia.uk.com/about-us/structure/firesa-council.html</a>
FRS	Shall mean Fire and Rescue Service
FOIA	Shall mean the Freedom of Information Act 2000.
Framework Agreement	Shall mean the Framework Agreement to be established between the Authority and the Framework Contractor for UK Fire and Rescue Emergency Response Vehicles

Framework Contractor	Shall mean a Bidder who was successfully named as a supplier on the Framework Agreement.
GVW	Shall mean Gross Vehicle Weight, being the maximum weight of a vehicle including the maximum load that can be carried safely (whilst on the road).  Maximum Authorised Mass (MAM) may be used as an alternative to GVW but shall also have the same meaning.
ITT	Shall mean the Authority's invitation to Bidders for formal offers to supply it with the Goods/Services/Works.
Lead Organisation	Shall mean the principal organisation submitting an ITT Response on behalf of a consortium or sub-contracting arrangement, acting as the legal contracting entity.
Lead Procurement Representative	Shall mean the single point of contact for Bidders with the Authority for this procurement process.
National Fire Chiefs Council / NFCC	The National Fire Chiefs Council is the professional voice of the UK Fire and Rescue Service. Further information on the NFCC can be found on the website: <a href="https://www.nationalfirechiefs.org.uk/About">https://www.nationalfirechiefs.org.uk/About</a>
National Resilience Vehicles	Shall mean vehicles used to respond to major disruptive events involving chemical, biological, radiological and nuclear materials, collapsed or unstable structures, and the displacement of large volumes of water.
NFCC TOG	See 'Transport Officers Group / TOG' below.
Online Questionnaire	Shall mean the questionnaire that is available within the Bluelight EU Supply e-Tendering portal. The questionnaire consists of questions that are set within the portal i.e. not as a document, and must be responded to within the portal.
Opportunity	Shall mean all information in relation to an ITT process including information within the e-tendering portal and supporting documentation.
Pumping Appliance	Shall mean an appliance that is designed and manufactured with a recognised "fire pump" and water tank with the main purpose of attending incidents for extinguishing fires.
Response	Shall mean a submission by the Bidder in response to an ITT by the closing date and time for that opportunity.
Special Vehicle	Shall mean a special vehicle which is an operational asset with a specific role or purpose.
Transport Officers Group / TOG	The NFCC Transport Officers Group consists of Fleet and Engineering representatives from UK FRS's and is the professional voice for vehicles and associated equipment.

## Section One: Overview of Tender Opportunity and Procurement Process

### 1.1 Requirement Overview

- 1.1.1 This Framework Agreement is being implemented on behalf of the National Fire Chiefs Council Transport Officers Group (NFCC TOG) and in conjunction with the NFCC Fire Commercial Transformation Programme (NFCC FCTP). It will provide the Contracting Authorities with a route to market to procure Fire and Rescue Emergency Response Vehicles and associated supporting goods and services. These vehicles are commonly referred to as Pumping Appliances, Aerial Appliances and Special Vehicles.
- 1.1.2 This Framework Agreement will replace the existing agreement that went live in 2017 and is due to expire on 26<sup>th</sup> March 2022.
- 1.1.3 The requirements of the Framework Agreement have been written by representatives from the NFCC TOG (a national group of Fleet and Engineering representatives, acting as the professional voice for vehicles and associated equipment, on behalf of UK Fire and Rescue Services).

### 1.2 Background Information

#### 1.2.1 NFCC Fire Commercial Transformation Programme

- 1.2.1.1 The NFCC's Fire Commercial Transformation Programme originally came together in 2015 in response to the Fire Ministers reform agenda. It is chaired by Chief Sponsor Ann Millington (Chief Executive Officer of Kent Fire and Rescue Service - KFRS) and consists of six Chief Fire Officer/Chief Executive Officer category sponsors & six category leads. They each lead a specific category, namely, Fleet, FM & Construction, ICT, Ops Equipment, PPE/Clothing and Professional Services. As the team worked tirelessly together to support the Sector in response to the COVID 19 Pandemic, it emerged as the now more commonly known 'National Procurement Hub', a brand that stands strong today.
- 1.2.1.2 With an agreed mission to '*support the goals of the Fire & Rescue Service through the delivery of transparent & inclusive collaborative opportunities that provide optimum value to end users and the public purse*'; the Hub work incredibly hard to ensure that the focus of the team is not exclusively measured on improvement in commercial strategy, but is concurrently measured on fit for purpose technical outcomes being delivered with Firefighter and end user safety as a paramount concern.
- 1.2.1.3 Commercial reform is being achieved through extensive engagement across the sector, with Home Office and supplier representative groups such as the Fire Industry Association (FIA) and Fire and Rescue Suppliers Council (FIRESA); the emphasis focusing not only on being a better customer but also on important drivers such as equality, diversity and inclusion, modern slavery and socio-economic and environmental impacts and initiatives.
- 1.2.1.4 Since 2016, the Hub in collaboration with the sector has successfully identified consolidated savings in excess of £53m, including collaborative savings of almost £12.5m, aligning Sector spend with new and emerging technologies and innovation.

## 1.2.2 Current Framework Agreement

1.2.2.1 In March 2017, Devon and Somerset Fire and Rescue Service (DSFRS) (on behalf of the National Fire Chiefs Council Transport Officers Group (NFCC TOG) and in conjunction with the NFCC Fire Commercial Transformation Programme (NFCC FCTP)), awarded a Framework Agreement for Emergency Response Vehicles (Pumping Appliances, Aerials and Special Vehicles). Further information on this framework agreement can be found on the NFCC website: <https://www.nationalfirechiefs.org.uk/NFCC-Emergency-Response-Vehicles>

1.2.2.2 The Framework Agreement went live on 27<sup>th</sup> March 2017 and is due to expire on 26<sup>th</sup> March 2022.

1.2.2.3 From March 2017 to November 2020, 455 vehicles with a combined value of over £103m were procured via the Framework Agreement.

## 1.2.3 Procurement Strategy

1.2.3.1 A procurement strategy to replace the current agreement has been developed and was approved by NFCC TOG and the Project Team for this new Emergency Response Vehicles Framework in July 2021. The strategy was developed through significant engagement and consultation with both FRSs and the market place between January and March 2021. This procurement is to implement the recommended replacement Framework Agreement.

1.2.3.2 The recommended (and approved) option is to award a Framework Agreement in a similar format to the existing with the following improvements:

a) Special Vehicles –

Remove special vehicle sub-types and lower weight range vehicles from the scope, where suppliers have been identified that are not core Fire Appliance Manufacturers. Work with Crown Commercial Service (CCS) on providing a route to market for these vehicles and develop guidance to FRSs to help them identify and decide on the most appropriate route to market for their Special Vehicle. For example, a water tanker and basic van conversions (no fire engineering or pumping capabilities) 5t or over would fit within the scope of the NFCC framework agreement but FRSs may obtain better value for money competing via an alternative route to market;

b) Framework Requirements –

- Identify and agree all common requirements for Pumping Appliances that will be used as part of the framework requirements;
- Review and improve the high-level framework requirements for all vehicles (including non-technical requirements, such as warranty, training, maintenance etc.).

## 1.2.4 Crown Commercial Service (CCS)

1.2.4.1 The Project Team is working with the CCS to provide a route to market for vehicles and parts that are out of scope of the NFCC Emergency Response Vehicles Framework:

- Chassis purchase (for those FRSs who purchase the chassis and free-issue to the Fire Appliance Manufacturer and potentially a route to market for the Fire Appliance Manufacturer to procure from);
- OEM parts for the chassis;
- Special Vehicles:
  - Prime Movers/Hook-Lift Vehicles where only the base vehicle and/or hook lift conversion is required;
  - Command and Control Vehicles;
  - Any Special Vehicle below 5t GVW;
  - Special Vehicles 5t GVW or more where the conversion does not require any engineering specific to fire and rescue operations and/or pumping capabilities. Vehicles may include water tankers and Prime Movers with demountable pods.

1.2.4.2 CCS plan to replace their Vehicle Purchase Framework Agreement and Vehicle Conversions Dynamic Purchasing System with a single Framework Agreement (subject to completion and approval of their procurement strategy). The timescales for the procurement are:

Date	Procurement Activity
January - June 2021	Undertake Market Research
June – December 2021	Customer Focus Groups and Industry Day
December 2021 - February 2022	Develop Bid Pack and T's & C's
February - August 2022	Run Competition
August – September 2022	Award and Mobilisation
September 2022	Go Live

1.2.4.3 Suppliers who wish to be kept informed on the future CCS procurement should visit the following web page [Upcoming deals - CCS \(crowncommercial.gov.uk\)](https://www.crowncommercial.gov.uk) and search 'RM6244 Purchase of Standard and Specialist Vehicles'.

## 1.2.5 Fire and Rescue Service Consultation

1.2.5.1 In January 2021 all UK FRS's were invited to complete a Consultation Questionnaire for this procurement project and 49 responses were received (94% of all UK FRSs). FRSs were asked to respond to a number of questions and provide a five year vehicle procurement pipeline for their FRS (FY21/22 to FY25/26).

1.2.5.2 The information gathered from this FRS consultation process was used to develop the procurement strategy, the Framework Agreement, identify indicative demand during the life of the Framework Agreement and the ongoing support required.

## 1.2.6 Supplier Engagement

1.2.6.1 Two supplier engagement activities have been carried out for this procurement:

- A supplier consultation questionnaire
- Project updates/information and questions and answers

1.2.6.2 Supplier Consultation Questionnaire:

The pre-market engagement opportunity was advertised in Find a Tender, the Contracts Finder website and the Bluelight EU Supply e-Tendering portal on 19th January 2021, to inform the market of the opportunity to complete a supplier consultation questionnaire. The deadline for completed questionnaires to be submitted via the Bluelight EU Supply e-tendering portal was Wednesday 3rd March 2021.

Thirteen suppliers completed and returned a questionnaire by the deadline. The information gathered was used to update the strategy, develop the tender documentation and to inform the ongoing management arrangements.

#### 1.2.6.3 Project updates/information and questions and answers:

A second advert was placed in Find a Tender, the Contracts Finder website and the Bluelight EU Supply e-Tendering portal on 21st July 2021 to inform the market of this second opportunity to engage. The suppliers who responded to the consultation questionnaire were automatically informed of this publication.

Regular updates and information on the procurement were provided via the EU Supply e-tendering portal. Suppliers also asked questions, which were responded to and made available to all suppliers who had registered against this supplier engagement activity within the e-tendering portal. This has helped the Project Team to refine the requirements of this ITT.

### **1.3 Scope of Framework Agreement**

#### **1.3.1 In-scope**

The following goods and services are within the scope:

- The provision of new Fire and Rescue Emergency Response Vehicles (Pumping Appliances, Aerial Appliances and Special Vehicles);
- Supply, install and/or stowage of equipment. The equipment maybe provided by the Contracting Authority i.e. free issued to the Contractor and/or need to be sourced and supplied by the Contractor with the vehicle. Contracting Authorities are able to procure fully kitted vehicles via the Contractor who is supplying the vehicle, to include optional technology such as vehicle telematics, equipment track and trace/asset tagging and CCTV;
- Conversion and refurbishment of existing Fire and Rescue Emergency Response Vehicles to allow FRS's to extend the life of existing vehicles (including re-chassis);
- Customer / after sales support – Such as vehicle maintenance support, warranty, damage repairs, parts and training.

The Contractor shall be able to supply a fully kitted vehicle, to include sourcing the chassis and required equipment. However, Contracting Authorities have the flexibility to free issue the chassis and any equipment to the Contractor supplying the vehicle.

#### **1.3.2 Out-of-scope**

The following goods and services fall outside of the scope:



- Chassis only purchase – However, Contracting Authorities may procure the chassis via the Contractor at a different time to the build of the vehicle and can choose to buy the chassis via an alternative route to then free issue to the Contractor for conversion;
- Special Vehicles with a Gross Vehicle Weight of less than 5 Tonnes (GVW being the maximum weight of a vehicle including the maximum load that can be carried legally (whilst on the road)) and Pumping Appliances with a GVW of less than 3 Tonnes;
- Support vehicles / non-emergency response vehicles (with the exception of training and fire safety variations of Fire and Rescue Emergency Response Vehicles) e.g., Community Safety Vehicles, Confined Space Training Vehicles etc.;
- Hire or lease of vehicles – However, Contracting Authorities shall be able to capital purchase vehicles from the Contractor with funds provided by a lease/finance provider and the Framework Agreement allows lease providers direct access to purchase the vehicle from the Contractor (on behalf of a Contracting Authority), to then lease it to that Contracting Authority;
- Equipment not stored within the vehicle or installed on the vehicle. Contracting Authorities may only buy equipment with a vehicle i.e. equipment only cannot be procured.

## 1.4 Lot Structure

1.4.1 The lot structure for the Framework Agreement is as follows:

Lot Number	Lot Name	Lot Description
1	Light Pumping Appliance	Vehicle size: GVW 3t and ≤ 7.5t
2	Medium Pumping Appliance	Vehicle size: GVW of more than 7.5t and ≤ 16t
3	Super Pumping Appliance	Vehicle size: GVW of more than 16t
4	Aerial Appliances	All types of Aerial appliances within the scope of EN 14043, 14044 and 1777 (hydraulic platforms and turntable ladders)
5	Special Vehicles	All Special Vehicles above 5t with the exception of: <ul style="list-style-type: none"> <li>○ Command and Control Vehicles (due to the level of communications and ICT equipment and the specialist suppliers that are able to supply these types of vehicles i.e. suppliers outside of the 'core' Fire Appliance Manufacturers);</li> <li>○ Prime Movers where only the base vehicle and/or hook lift conversion is required. Prime Movers including demountable pods when bought with or without a vehicle are within scope of the Framework Agreement.</li> </ul>

- 1.4.2 Bidders are asked to declare which lots they are tendering for in section 11 of the Online Questionnaire. There is no restriction on how many lots a Bidder may bid for.
- 1.4.3 Bidders who are tendering for lot 5 do not have to be able to provide all of the vehicle types covered within the scope of a Special Vehicle. For the Special Vehicle lot, Bidders shall be able to supply one or more of the vehicle types, which can change during the life of the Framework Agreement. Bidders are requested to declare which type/s of Special Vehicles they are able to supply via the Framework Agreement as a response to online question 11.2.
- 1.4.4 Bidders tendering for the Pumping and/or Aerial Appliance lots, must be able to supply at least one vehicle that falls within the scope of those lots.
- 1.4.5 All Bidders who pass the tender evaluation shall be awarded a place on the Framework Agreement against the lots they have bid for and are successful against (there is no cap on how many Framework Contractors will be awarded a place per lot).

## 1.5 Contracting Authorities

- 1.5.1 The Framework Agreement will be available to the following Contracting Authorities:
- All Fire and Rescue Services (FRS) within the United Kingdom (including those in Crown Dependencies) – See 1.5.2 for a list of these FRS's.
  - The Defence Fire Risk Management Organisation  
<https://www.gov.uk/government/groups/defence-fire-risk-management-organisation>
  - The Home Office <https://www.gov.uk/government/organisations/home-office>
  - Suppliers or Organisations who are the acting agent and responsible for/manage vehicle procurement on behalf of any of the above named organisations will also have access to the Framework Agreement.
  - Lease/Finance Providers procuring vehicles which are utilised by any of the above organisations will also have access to the Framework Agreement.
- 1.5.2 The FRS's within the United Kingdom are as follows:

### South Western Region

Avon  
Cornwall  
Devon & Somerset  
Dorset & Wiltshire  
Gloucestershire  
Guernsey  
Jersey  
Isles of Scilly

### North Eastern Region

County Durham and Darlington (Durham)  
Cleveland  
Northumberland

### South Eastern Region

Buckinghamshire  
East Sussex  
Hampshire & Isle of Wight  
Kent  
Oxfordshire  
Royal Berkshire  
Surrey  
West Sussex

### Yorkshire & Humberside Region

Humberside  
North Yorkshire  
South Yorkshire

Tyne and Wear

West Yorkshire

**North Western Region**

Cheshire  
Cumbria  
Isle of Man  
Lancashire  
Greater Manchester  
Merseyside  
Northern Ireland

**Eastern Region**

Bedfordshire  
Cambridgeshire  
Essex  
Hertfordshire  
Norfolk  
Suffolk

**East Midlands**

Derbyshire  
Leicestershire  
Lincolnshire  
Nottinghamshire  
Northamptonshire

**West Midlands**

Hereford and Worcester  
Shropshire  
Staffordshire  
Warwickshire  
West Midlands

**Wales**

Mid and West Wales  
North Wales  
South Wales

**London**

London Fire Brigade

**Scotland**

Scottish Fire and Rescue Service

1.5.3 The FRS's listed in 1.5.2 may merge during the life of the Framework Agreement with another FRS or Public Body, for example Devon and Somerset used to be two FRS's but merged in 2007. In this instance, the newly formed Public Body shall still have access to the Framework Agreement.

1.5.4 The latest list of UK FRS's can be found via this link: [List of UK fire and rescue services \(nationalfirechiefs.org.uk\)](https://nationalfirechiefs.org.uk)

**1.6 Value of Framework Agreement and Demand Indication**

1.6.1 In January 2021 all UK FRS's were invited to complete a Consultation Questionnaire for this procurement project and 49 responses were received (94% of all UK FRSs). FRSs were asked to respond to a number of questions and provide a vehicle procurement pipeline for their FRS. This pipeline data identified the following vehicles that could potentially be procured via the Framework Agreement:

Vehicle Type	FY22/23	FY23/24	FY24/25	FY25/26	Total
Light Pumping Appliances	16	21	5	0	42

<b>Medium Pumping Appliances</b>	111	103	99	80	<b>393</b>
<b>Super Pumping Appliances</b>	91	96	125	141	<b>453</b>
<b>Aerial Appliances</b>	14	8	7	11	<b>40</b>
<b>Special Vehicles</b>	96	88	45	61	<b>290</b>
<b>Total</b>	<b>328</b>	<b>316</b>	<b>281</b>	<b>293</b>	<b>1218</b>

*Pipeline data is based on the information provided by the 49 FRS's who responded to the FRS Consultation and/or pipeline exercise and does not represent all FRS's.*

1.6.2 The following table compares volumes procured via the existing framework agreement with those forecasted in the pipeline:

Vehicle Type	Existing NFCC Framework Agreement				Future NFCC Agreement	
	Pipeline FY17/18 to 20/21	Actual Volume – March 17 to Nov 20	Forecast Volume FY17/18 to 20/21 based on average actual volume	% of Vehicles bought (FY17/18 to FY20/21 pipeline vs. forecasted volume)	Pipeline FY22/23 to FY25/26 (four years)	Forecasted Volumes based on % of vehicles bought through existing agreement
Pumping Appliances	806	410	447	55.5%	888	493
Aerial Appliances	44	13	14	31.8%	40	13
Special Vehicles	337	32	35	10.4%	290	30

1.6.3 The data suggests that demand for pumping appliances is due to increase by approximately 10%, whilst aerials and special vehicles remain stable. These figures have been calculated by comparing the 'Existing NFCC Framework Agreement - Forecast Volume FY17/18 to 20/21 based on average actual volume' with 'Future

NFCC Agreement - Forecasted Volumes based on % of vehicles bought through existing agreement'.

1.6.4 In compliance with the Public Contract Regulations 2015, the value taken into consideration is the estimated maximum value (net of VAT), for all Call-Off Contracts envisaged for the total term of the Framework Agreement (including any optional extension periods).

1.6.5 The estimated maximum value of the Framework Agreement is £580,000,000.

1.6.6 The estimated minimum value of the Framework Agreement is £125,000,000.

1.6.7 It should be noted that there is no commitment or obligation for a Contracting Authority to place any Call-Off Contracts via this Framework Agreement.

1.6.8 Any indicative demand volumes are provided for information only and are in no way guaranteed.

## **1.7 Period of Framework Agreement and Call-Off Contracts**

### **1.7.1 Framework Agreement**

1.7.1.1 The Authority proposes to enter into the Framework Agreement for a period of four years with the Framework Contractors. The Authority may extend the Framework Agreement for a further period or periods not exceeding eight years in total. It is anticipated that any extensions would be in 24 month periods.

1.7.1.2 The Public Contract Regulations stipulate the following in relation to the term of a Framework Agreement - *'The term of a framework agreement shall not exceed four years, save in exceptional cases duly justified, in particular by the subject-matter of the framework agreement'*.

1.7.1.3 The extension of the Framework Agreement beyond four years shall be at the Authority's discretion. Justification for extension would need to meet the following criteria:

- The Framework Agreement still meets the requirements of the Contracting Authorities, and
- The Framework Agreement is not acting as a barrier to any new suppliers in the market, or any who were not successful in winning a place on the Framework Agreement

1.7.1.4 The Framework Agreement is anticipated to commence on 28<sup>th</sup> March 2022.

### **1.7.2 Call-Off Contracts**

1.7.2.1 The Contracting Authority shall stipulate the term, value and/or volume within their Call-Off Contract.

1.7.2.2 All Call-Off Contracts shall commence during the term of the Framework Agreement but may conclude after its expiry.

## 1.8 Social Value

1.8.1 Incorporating social value into Public Sector contracts, to prompt/leave a positive legacy, is becoming more and more important. A Social Value Model has been developed by the UK Government Commercial Function for Public Sector organisations to use when setting up commercial agreements. This model can be obtained via the following link:

<https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts>

1.8.2 For this Framework Agreement the following three themes from the Social Value Model have been identified as the highest priority for the market and type of goods being procured:

- Theme 2 – Tackling economic inequality - MAC2.3: Support educational attainment relevant to the contract, including training schemes that address skills gaps and result in recognised qualifications;
- Theme 3 - Fighting climate change - MAC 4.1 Deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions
- Theme 3 – Fighting climate change - MAC 4.2 Influence staff, suppliers, customers and communities through the delivery of the contract to support environmental protection and improvement.

1.8.3 Pre-market questions on social value were included within a questionnaire issued via the Bluelight EU e-Tendering portal on 25<sup>th</sup> August 2021. The deadline for responding to the questions has now passed, however, a copy for your information is provided as Appendix 1 – Social Value Pre-Market Engagement Questions.

1.8.4 Framework requirements, questions and service levels relating to these two themes have been included within this ITT. The requirements can be found in section three of this document, the questions are included as questions 11, 12 and 13 within the document named DS339-20 ITT Section 4, Schedule 1 – NFCC TOG Framework Assessment Questions and the service levels within Appendix 1 of the document named DS339-20 Schedule 1 Service Level Schedule (part of the Framework Agreement Terms and Conditions).

## 1.9 Terms and Conditions

1.9.1 The Framework Agreement and Call-Off Contract Terms and Conditions are attached in the “Access Documents” area for the tender on the e-tendering portal titled:

- DS339-20 Framework Agreement – Terms and Conditions
- DS339-20 Schedule 1 Service Level Schedule
- DS339-20 Schedule 1 - Appendix 2 Key Performance Indicator Report
- DS339-20 Schedule 2 Commercially Sensitive Information
- DS339-20 Schedule 3 Framework Agreement Variation Procedure
- DS339-20 Schedule 4 Ordering Procedure
- DS339-20 Schedule 5 Call-Off Contract Part 1 – Order Form
- DS339-20 Schedule 5 Call-Off Contract Part 2 – Call-Off Terms and Conditions
- DS339-20 Schedule 5 Call-Off Contract Part 2 - Appendix 1 Change Form
- DS339-20 Schedule 6 Invitation to Tender and Contractors Response
- DS339-20 Schedule 7 Tender Clarifications

1.9.2 The Framework Agreement Terms and Conditions shall form the basis of the agreement between the Authority and the Contractor. The Call-Off Contract Terms and Conditions shall form the basis of any Call-Off Contracts formed between a Contracting Authority and the Contractor. By submitting a Response to the tender opportunity, Bidders are agreeing to be bound by the terms of this Framework Agreement (and any Call-Off Contracts) without further negotiation or amendment.

1.9.3 If a Bidder believes that the terms of the Framework Agreement and/or Call-Off Contract render the proposals in the Bidder's Response unworkable, the Bidder should submit a clarification via the "Messaging" area on the e-tendering portal and in accordance with Appendix 2 - Instructions to Bidders. The Authority will consider any clarifications to determine whether any amendment to the terms is required. Any amendments shall be published through the "Messaging" area on the e-tendering portal and shall apply to all Bidders.

### 1.10 Rebates

1.10.1 No rebates shall apply to this Framework Agreement.

### 1.11 Method of Evaluation – Selection and Award

1.11.1 The objective of the procurement process is to assess the Responses to the ITT and select suitable Framework Contractors for the Framework Agreement. Responses will be evaluated against the criteria listed below and will be in accordance with the Public Contracts Regulations 2015.

1.11.2 The evaluation of tender submissions will be split into two stages:

- Stage 1 – Suitability Assessment (against selection criteria) – Pass/Fail (applicable to all lots)
- Stage 2 – Framework Assessment Questions (award criteria) – Pass/Fail (applicable to all lots)

1.11.3 The intention is to carry out each stage of the evaluation consecutively; therefore any Bidder who does not pass stage 1, shall not be taken through to stage 2 and will not have the remaining parts of their tender evaluated.

#### 1.11.4 Stage 1 – Suitability Assessment:

Whilst there is no pre-qualification stage for this single stage Open procedure (as defined within regulation 27 of the Public Contract Regulations 2015), the first stage of the evaluation will be a suitability assessment against the selection criteria. The selection stage is a pass or fail suitability assessment of a Bidders capability and capacity and will be carried out in accordance with regulation 58 of the Public Contracts Regulations 2015.

The selection criteria for all lots is as follows:

ITT Selection Criteria	Weightings
Mandatory Exclusion Grounds	Pass / Fail
Grounds for Discretionary Exclusion	Pass / Fail
Economic and Financial Standing	Pass / Fail
Modern Slavery	Pass / Fail
Technical and Professional Ability	Pass / Fail

Equality	Pass / Fail
Insurance	Pass / Fail
Environmental Management	Pass / Fail
Health and Safety	Pass / Fail
Lot Declaration (pass/fail for Lot 5 Special Vehicles only)	Pass / Fail

**1.11.5 Stage 2 - Framework Assessment Questions**

Bidders who pass the stage 1 suitability assessment, shall progress onto this second stage of the evaluation. This stage evaluates Bidders responses to the assessment questions contained within the document named DS339-20 ITT Section 4, Schedule 1 – NFCC TOG Framework Assessment Questions.

The assessment questions are split into two different categories, pass/fail or scored. The scored questions require a Bidder to achieve a score of 1-4 per question and an overall minimum weighted score to pass. The evaluation guidelines for stage two can be found in sections one and two of DS339-20 ITT Section 4, Schedule 1 – NFCC TOG Framework Assessment Questions.

The award criteria for the Framework Assessment Questions is as follows:

<b>ITT Award Criteria</b>	<b>Weightings</b>
Technical Merit and Quality	Pass/Fail
Customer Support	Pass/Fail
Delivery	Pass/Fail
Social Value	Pass/Fail
Organisation	Pass/Fail
Price	Pass/Fail

The above award criteria shall form the basis of any Call-Off Contracts formed via the Framework Agreement. The criterion for further competitions is contained within Schedule 4 of the Framework Agreement Terms and Conditions (Ordering Procedure).

**1.11.6 Evaluation Guidelines**

In addition to the evaluation guidance provided within this document and the documents/questions for completion, evaluation and scoring guidance is provided within the following evaluation matrices:

- DS339-20 – Stage 1 NFCC TOG Suitability Assessment Evaluation Matrix;
- DS339-20 – Stage 2 NFCC TOG Framework Assessment Questions Evaluation Matrix

The evaluation matrix outlines how each aspect of the evaluation criteria is to be scored and the applicable marking guidelines.

**1.11.7 Evaluation Approach – Stage 1**

Bidders responses to the Suitability Assessment will be reviewed and evaluated by the Project Team.



### **1.11.8 Evaluation Approach – Stage 2**

A group of fleet/technical, procurement and environmental representatives who have volunteered from UK Fire and Rescue Services, will form the evaluation panel for stage 2 of the evaluation.

There will be multiple teams of evaluators, with each team being assigned specific assessment questions to score.

An evaluation guidance document and meeting will be held with all evaluators prior to the evaluation commencing.

Evaluators will initially evaluate the responses, to the questions allocated to their team, in isolation of their team. A consensus score or pass/fail will then be agreed between the evaluators on each team. An independent person (moderator) will attend the consensus meetings to ensure consistency of marking. The consensus score or pass/fail, will be the result awarded to the Bidder.

### **1.12 Procedure for Call-Off Contracts**

1.12.1 Contracting Authorities shall be responsible for reviewing the information available on the Framework Agreement and for ensuring that any subsequent Call-off Contract is awarded in compliance with the Public Contracts Regulations 2015, Regulation 33, or as is relevant to their geographical jurisdiction.

1.12.2 Contracting Authorities shall follow the ordering procedure detailed in Schedule 4 – Ordering Procedure of the Terms and Conditions of the Framework Agreement to procure Goods and/or Services from the Framework Agreement.

1.12.3 Pricing shall be requested as part of a Further Competition to form a Call-Off Contract. No pricing is required for the Framework Agreement.

### **1.13 Site Visits**

1.13.1 The Authority reserves the right to carry out a site visit of any Bidders i.e. those who have passed the evaluation process. If required, the optional site visit would be carried out prior to issuing the intention to award letters. The purpose of the site visit would be to verify information already provided within the tender Response. In the event that the Authority is unable to verify information provided within a part of parts of the Bidders tender Response, then they may review and reduce the score awarded to those elements – This may change the original score awarded to a Bidder and could result in the pass threshold no longer being achieved. Scores shall not increase as a result of carrying out an optional site visit.

1.13.2 Contracting Authorities may carry out site visits as part of their procedure to form a Call-Off Contract.

1.13.3 The Authority and Contracting Authorities may need to carry out site visits at any point during the term of the Framework Agreement and/or Call-Off Contracts.

### **1.14 Outline Timetable**

1.14.1 The table below details the indicative timetable for procurement of this Framework Agreement. This is intended as a guide and whilst the intention is not to depart from the timetable the Authority reserves the right to do so at any stage.

Stage	Action	Date (from)	Date (to)
1	Issue ITT	03/11/2021	
2	Closing date for Bidder clarification questions <b>Bidders are requested to submit any clarification questions as soon as possible (to allow the Project Team sufficient time to respond).</b>	17:00hrs on 10/01/2022	
3	Closing date for issuing responses to clarification questions	11/01/2022	
4	<b>Return of ITT</b>	<b>11:00hrs on 18/01/2022</b>	
5	Evaluate ITT	January/February 2022	
6	Site Visits (if required)	February 2022	
7	Intention to award the Framework Agreement	01/03/2022	
8	Mandatory standstill period	02/03/2022	~11/03/2022
9	Officially award of the Framework Agreement	~15/03/2022	
10	Framework Agreement start date	~28/03/2022	

### 1.15 Lead Procurement Representative

1.15.1 The Lead Procurement Representative for this procurement process shall be:

Bridget Phillips MCIPS  
 Fleet Category Manager (Procurement)  
 Devon and Somerset Fire & Rescue Service  
 Service Headquarters  
 The Knowle  
 Clyst St George  
 Exeter, Devon  
 EX3 0NW

Email [bphillips@dsfire.gov.uk](mailto:bphillips@dsfire.gov.uk)

1.15.2 Please note that all correspondence in relation to this procurement will be made with the Lead Procurement Representative by following the tender information and clarification of requirements guidance within section 2.3 of Appendix 2 - Instructions To Bidders.

## Section Two: Suitability Assessment

As per section 1.11, the evaluation of Responses will be completed in two stages. The Suitability Assessment is the first stage of the evaluation. Any Bidders who do not pass the suitability assessment (selection stage) shall not progress onto subsequent evaluation stages.

**All Bidders must fully complete the suitability assessment questions as part of their Response.**

The suitability assessment questions are provided entirely online (within the Bluelight EU Supply e-tendering portal) and can be located within the following online sections:

- Section 1: Potential Supplier Information
- Section 2: Mandatory Exclusion Grounds
- Section 3: Grounds for Discretionary Exclusion
- Section 4: Economic and Financial Standing
- Section 5: Modern Slavery
- Section 6: Technical and Professional Ability
- Section 7: Equality
- Section 8: Insurance
- Section 9: Environmental Management
- Section 10: Health and Safety
- Section 11: Lot Declaration

## Section Three: ITT Specification / Statement of Requirement

### 3.1 Overview of Requirements

The requirements set by the Framework Agreement are split into two types:

- 1) Organisation requirements i.e. operating requirements that Contractors shall meet, and;
- 2) Vehicle requirements i.e. standard/template requirements for the vehicles procured via the Framework Agreement.

### 3.2 Organisation Requirements

#### 3.2.1 Social Value

3.2.1.1 **Social Value Theme** - Tackling economic inequality – MAC 2.3: Support educational attainment relevant to the contract, including training schemes that address skills gaps and result in recognised qualifications.

**Framework Requirement** - As a result of being awarded contracts through this Framework Agreement, the Contractor shall create apprenticeships and work placements in the organisation and training/development opportunities.

3.2.1.2 **Social Value Theme** - Fighting climate change - MAC 4.1 Deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions.

**Framework Requirement 1** - The Contractor shall develop, implement and maintain a Carbon Reduction Plan that includes a net zero carbon target and year on year carbon reduction targets (as a percentage). The plan shall be reviewed and updated no less frequent than annually.

Net zero carbon means that after reducing carbon emissions as far as possible, any remaining emissions are balanced by 'netting off' an equivalent amount of greenhouse gases. Net Zero is often used interchangeably with the term Carbon Neutral.

The plan shall concentrate on the organisations scope 1 and 2 emissions, but the organisation may optionally include their scope 3 emissions

Scope 1 & 2 emissions are from sources that are owned or controlled by the organisation.

- Scope 1 includes on-site fossil fuel combustion (e.g. gas & oil for heating) and fleet fuel consumption.
- Scope 2 includes emissions from electricity, heat or steam purchased from a utility provider.

Guidance on calculating Scope 1 & 2 emissions can be found here:

<https://www.carbontrust.com/resources/carbon-footprinting-guide>

The following link provides a carbon reduction plan template to assist Contractors in developing a Carbon Reduction Plan where they do not already have one in place:

<https://www.gov.uk/government/publications/procurement-policy-note-0621-taking-account-of-carbon-reduction-plans-in-the-procurement-of-major-government-contracts>

The Contractor shall report their progress against their carbon reduction plan annually. As a minimum this shall include the emissions percentage reduction from the previous year (or baseline year) and the associated projects or processes that have led to these reductions.

**Framework Requirement 2** - During the life of the framework agreement, the Contractor may be asked to calculate and provide the embodied carbon of a vehicle. Embodied carbon is the total greenhouse gas (GHG) emissions (often simplified to carbon') that are generated to produce a vehicle. This includes emissions caused by extraction, manufacture, transportation and assembly. It excludes operational emissions (i.e. from fuel consumption) of the vehicle.

3.2.1.3 **Social Value Theme** - Fighting climate change - MAC 4.2 Influence staff, suppliers, customers and communities through the delivery of the contract to support environmental protection and improvement.

**Framework Requirement** - The Contractor shall implement and maintain a Waste Reduction and Management Plan that applies the Waste Hierarchy and aims to reduce its organisations waste, reduce the percentage of waste going to landfill and use resources more efficiently. The plan shall be reviewed and updated no less frequently than annually. The Contractor shall report the impact on the organisations waste as a result of the plan on an annual basis.

Guidance on applying the Waste Hierarchy can be found here:

<https://www.gov.uk/government/publications/guidance-on-applying-the-waste-hierarchy>

### 3.2.2 Insurance

3.2.2.1 Contractors shall have the following insurance in place and comply with the relevant terms and conditions relating to insurance:

- Employer's (Compulsory) Liability Insurance = £5,000,000 (five million pounds)
- Public Liability Insurance = £10,000,000 (ten million pounds)
- Product Liability Insurance = £10,000,000 (ten million pounds)
- Professional Indemnity Insurance = £2,000,000 (two million pounds)
- Motor Trade Insurance

### 3.2.3 Business Continuity

3.2.3.1 Contractors shall have a Business Continuity and Disaster Recovery Plan that meets the terms and conditions of the Framework Agreement.

## 3.3 Vehicle Requirements

3.3.1 A Working Group of NFCC TOG volunteers have developed standard/template vehicle requirements that shall apply to this Framework Agreement and form the

basis of vehicle requirements for Further Competitions. The purpose of these requirements is to outline nationally set requirements for Pumping Appliances, Aerial Appliances and Special Vehicles, whilst providing flexibility to Contracting Authorities to apply their own specific requirements to all Call-Off Contracts. Contracting Authorities will be expected to use the requirements template for their Further Competitions.

3.3.2 The vehicle requirements set by the Framework Agreement are available within the following documents:

- ITT Section 3, Schedule 1 – NFCC TOG Statement of Requirements – Pumping Appliances;
- ITT Section 3, Schedule 2 – NFCC TOG Statement of Requirements – Aerials
- ITT Section 3, Schedule 3 – NFCC TOG Statement of Requirements – Special Vehicles
- ITT Section 3, Schedule 4 – NFCC TOG Statement of Requirements – Non-Technical
- ITT Section 3, Appendix 1 – Standards and Legislation

The non-technical requirements are applicable to all vehicles procured via the Framework Agreement.

**Bidders are not required to provide a response to the NFCC TOG Statement of Requirements as part of their submission.**

## **Section Four: Framework Assessment Questions**

All Bidders bidding for a place on this Framework Agreement must respond to the questions within the document named ITT Section 4, Schedule 1 – NFCC TOG Framework Assessment Questions.

## **Section Five: Bidder Declarations**

- 6.1 Bidders shall complete and submit the Bidder Declarations document which can be located in the "Access Documents" area for this tender within the e-tendering portal.
- 6.2 Upon completion the Bidder should upload the completed declarations to the "Additional Response Documents" area within the e-tendering portal, for this tender opportunity, to ensure that they are submitted with their Response by the closing date and time.



## Section Six: Bidder Checklist

The following checklist has been provided to assist Bidders with completing their Response to this Invitation to Tender. The ticks indicate the sections which must be completed in order to submit a fully completed Response.

ITT Section/Document	Bidder Guidance	Lots Applicable To				
		1	2	3	4	5
<b>ITT Section 1</b>						
Terms and Conditions	Bidders to confirm acceptance against section 15 of Online Questionnaire	✓	✓	✓	✓	✓
<b>ITT Section 2</b>						
Suitability Assessment	Bidders to complete sections 1 to 10 of the Online Questionnaire	✓	✓	✓	✓	✓
Lot Declaration	Bidders to declare which Lots they are bidding for using section 11 of the Online Questionnaire	✓	✓	✓	✓	✓
<b>ITT Section 3</b>						
Framework Requirements	Bidders to confirm acceptance against section 12 of Online Questionnaire	✓	✓	✓	✓	✓
<b>ITT Section 4</b>						
Schedule 1 – NFCC TOG Framework Agreement Assessment Questions	Bidders to complete document and upload against section 13 of Online Questionnaire	✓	✓	✓	✓	✓
<b>ITT Section 5</b>						
Bidder Declarations	Bidders to complete document and upload against section 14 of Online Questionnaire	✓	✓	✓	✓	✓