

Cambridgeshire & Peterborough Combined Authority
Pathfinder House St Mary's Street, Huntingdon
PE29 3TN

19th March 2025

Dear

Re: Freedom of Information request ref CA390 DRT Tech Partner

Thank you for your request for information which was received on 18th February 2025.

Request

Q1 What are the contractual performance KPI's for this contract?

The information is provided below.

Q2 Suppliers who applied for inclusion on each framework/contract and were successful & not successful at the PQQ & ITT stages

The successful supplier was WeMove Solutions Ltd

We hold the names of suppliers who were unsuccessful but this information will not be released. The Authority has considered the application of the exemption at Section 43 of the Act.

Section 43(2) of the Freedom of Information Act 2000 ["the Act"] provides that:

(2) Information is exempt information if its disclosure under this Act would, or would be likely to, prejudice the commercial interests of any person (including the public authority holding it)

In order for this exemption to be engaged the following criteria must be met:

- the actual harm which the public authority alleges would, or would be likely to, occur if the
 withheld information was disclosed has to relate to the applicable interests within the relevant
 exemption;
- the public authority must be able to demonstrate that some causal relationship exists between the
 potential disclosure of the information being withheld and the prejudice which the exemption is
 designed to protect. Furthermore, the resultant prejudice which is alleged must be real, actual or
 of substance; and
- it is necessary to establish whether the level of likelihood of prejudice being relied upon by the public authority is met ie disclosure 'would be likely' to result in prejudice or disclosure 'would' result in prejudice.

The guidance explains that:

"would...prejudice" means that prejudice is more probable than not, ie that there is a more than 50% chance of the disclosure causing the prejudice, even though it is not absolutely certain that it would do so. "Would be likely to prejudice" is a lower threshold. It means that there must be more than a hypothetical or remote possibility of prejudice occurring; there must be a real and significant risk of prejudice, even though the probability of prejudice occurring is less than 50%.

And defines "commercial interest" as follows:

"...a commercial interest relates to a person's ability to participate competitively in a commercial activity, i.e. the purchase and sale of goods or services."

Section 43(2) is a qualified exemption and is therefore subject to public interest considerations.

It is the Combined Authority's view that disclosure of the unsuccessful suppliers would be likely to prejudice the commercial interests of both the Authority and the individual service provider in the procurement process, for the following reasons:

Were the Authority to disclose the information requested it could affect its ability to contract services at a competitive rate in the future by making potential bidders reluctant to engage with procurement exercises for fear of any commercially sensitive information provided in their bid being disclosed to their competitors. Parties who were well placed to submit competitive bids in future procurement exercises might therefore decide not to do so thereby undermining the Authority's ability to procure goods and services at competitive rates and prejudicing its commercial interests.

The Section 43(2) exemption is therefore engaged. The Combined Authority must therefore consider the balance of public interest in deciding whether to disclose the information.

The Combined Authority has carefully considered the balance of public interest in this matter. While there is a general public interest in public bodies operating with transparency and accountability, particularly when it involves the expenditure of public funds, there is also a significant public interest in ensuring effective procurement processes. Protecting the commercially sensitive information of potential suppliers is crucial to avoid discouraging their future participation due to fears of disclosure to competitors.

On balance, the Combined Authority concludes that the public interest in maintaining the exemption and withholding the information – especially in light of the potential prejudice to both the Authority's and participants' commercial interests – outweighs the public interest arguments in favour of disclosure.

Your request for the names of the unsuccessful suppliers is therefore refused on the basis that the information requested is exempt from disclosure under Section 43(2) of the Act.

Q3 Price for the highest and lowest bidders for the contract and if the lowest bidder was in fact the bidder who was successful in being awarded the contract.

£40,272.63 lowest and £61,144.00 highest. Lowest price was awarded the contract

Q4 Actual spend on this contract/framework (and any sub lots), from the start of the contract to the current date

£10,304.57

Q5 Start date & duration of framework/contract?

Contract states 2nd September 2024 until 1st September 2025

Q6 Could you please provide a copy of the service/product specification given to all bidders for when this contract was last advertised?

The information is provided below.

Q7 Is there an extension clause in the framework(s)/contract(s) and, if so, the duration of the extension?

12 months + 12 months.

Q8 Has a decision been made yet on whether the framework(s)/contract(s) are being either extended or renewed?

No.

Q9 Who is the senior officer (outside of procurement) responsible for this contract?

The senior officer is Andrew Highfield, Assistant Director Public Transport

Q10 The method of procurement that was used for this contract (e.g GCloud, TTAS Framework, conventional tender portal)

Request for quotation process

Q11 Should there be a re-procurement of this contract, when would this likely be?

The re-procurement of this contract will depend on whether the extensions are taken up.

I hope this information is helpful but if you are unhappy with the service you have received in relation to your request and wish to make a complaint or request a review, you should write to us via our contact us email address: democratic.services@cambridgeshirepeterborough-ca.gov.uk or write a letter to Complaints, Cambridgeshire and Peterborough Combined Authority, 2nd Floor, Pathfinder House, St Mary's Street, Huntingdon, Cambs PE29 3TN within 40 days of the date of this letter.

If you are not content with the outcome of the internal review, you have the right to apply directly to the Information Commissioner for a decision. The Information Commissioner can be contacted via their complaints portal <u>FOI and EIR complaints | ICO</u> or writing to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF

Generally, the ICO will not undertake a review or make a decision on a request until the internal review process has been completed.

Yours sincerely



Susan Hall **Data Protection Officer**

Performance indicator

Safety

Number of collisions (operator fault/not operator fault)

Number of passenger incidents/in juries

Speeding

Driving anomalies (harsh breaking acceleration)

Ridership

Number of passengers

Passenger demographic - concessions, season tickets etc

Passenger loading – busiest / least busy journeys/legs of journeys

Quality of service

Number of complaints received

Vehicle failure

Vehicle not to spec

Reliability

Service cancellations/ lost mileage (inclement weather)

Operation of journey 1, or more, minutes earlier than advertised time (to align with TC – our contract

Operation of journey 5, or more, minutes later than advertised time

Causes of delays (congestion, vehicle failure etc)

Failure to keep to registered route or observe recognised stops

Value

Mileage (per journey, per reporting period – invoice period)

Dead mileage (to and from depot etc)

Cost per mile

Revenue per mile

Cost per passenger

Sustainability

Emissions (min euro 5, ideally euro 6)

Data Source	Tactical governance	Strategic Governance
Telematics data	Yes	Yes
Operator safety data	Yes	yes
Telematics data	Yes	No
Telematics data	Yes	No
ETM Data	yes	yes
ETM Data	yue	yes
ETM Data	yes	yes
Operator complaints log /		
Council complaints log	yes	yes
operator fleet data	yes	no
This is hard to verify without		
compliance officers.	yes	no
Operator tracking data	yes	yes
Operator tracking data	yes	yes
Operator tracking data	yes	yes
Operator tracking data	yes	yes
Operator tracking data	yes	yes
Operator tracking data	Yes	No
Operator tracking data	Yes	No
Operator tracking data/ contract		
price	Yes	yes
operator tracking data/contract price	Yes	Yes
operator tracking data/contract	163	163
price	Yes	Yes
operator tracking data/ fleet		
data	Yes	No



SPECIFICATION FOR DEMAND RESPONSIVE TRANSPORT (DRT) DIGITAL PLATFORM AND BOOKING APP PROVIDER

Trial Services for a Period of a Minimum of Twelve Months

1. Introduction

Cambridgeshire & Peterborough Combined Authority (CPCA) Mayoral Precept funded bus improvement plan included a proposal to pilot Demand Responsive Transport (DRT) services for the region. The project is a key deliverable in the Governments ambition to grow bus usage and to deliver better bus services.

The project will also contribute towards National and Local Decarbonising Plans to achieve zero emissions fleet vehicles. The main aim of the DRT service is to support the local bus network by offering more service flexibility to parts of the region not directly served by the high frequency services available on the main corridors.

Another key aim will be to offer seamless journey opportunities linking to Transport interchange points connecting into the existing bus network and major destinations (e.g. hospital, major employers) with areas that are currently not directly accessible or require a number of connections. The ambition of this service is to strengthen the existing bus network and increasing its overall capability through increasing patronage on existing commercial services and attractiveness.

Our vision is for bus services people can depend on, are quick, on time and reliable, combine to form a simple to understand and easy to use network, are accessible for everyone, are safe and comfortable, and offer value for money to passengers and to the public purse.

We aim to create a connected region, fit for the future, which will promote active and sustainable travel, improve community health, and reduce private vehicle journeys.

Success in delivering this vision will mean more travel by bus, less reliance on car travel, which is essential to achieving the CPCA's economic, environmental, and quality of life ambitions.

The CPCA would like to seek digital partners to provide a solution that allows passengers to book rides on the DRT services, make digital or in person payments, supply mapping and routing software to vehicles, and provide back-office support and data capture services.

2. Summary of Requirements

The CPCA wishes to contract with a supplier who will be responsible for operating and delivering a DRT digital operating platform for an initial one (1) year period from launch of the service (with options to extend for up to a further one (1) year period) in accordance with the requirements set out in the Services Agreement.

The supplier will be directly responsible for delivering against the service requirements which will include providing, operating, monitoring, and maintaining the following service aspects in accordance with standards in this document, with sign off from the CPCA:

- Training operational staff to use the system for delivering DRT bus services.
- Integration with the booking/planning software with the DRT operator.
- Back-office systems with full reporting software.
- Call centre functions.

3. DRT Scheme

The DRT scheme is a flexible service that provides shared transport to users who specify their desired location and time of pick-up and drop-off using an app or call centre. DRT offers travel to any location within each individual zone and interchange with fixed route public transport services at specific points.

Each of the identified DRT regions will be operated by a single operator, and that Operator will have operational control within that region. Operational control means making decisions about best use of vehicle fleet and managing operational staff. The passenger activity and bookings will be the responsibility of the digital technology partner.

Using existing bus stop infrastructure with an additional network of 'virtual' stops developed with the assistance from the CPCA. Any stops required for service need prior approval by the CPCA. Any registered user can book a journey.

4. Contract Duration

The launch of the services is intended to start on 5th August 2024 and run until 31st July 2025 with an option to extend for a further period of up to 12 months. The extensions can be in any length as decided by the CPCA and multiple extensions may be given up to the maximum additional 12 months. The Parties will continue to cooperate to try to deliver the launch of all Zones on this date but where operationally this is not feasible the supplier will continue to update the CPCA and agree an alternative date as required.

5. Contract Lots

The CPCA is seeking one supplier to cover all three new DRT services funded under the precept funding and a further service in the form of the existing Ting DRT. This will require a minimum of eight services for the supplier to manage. More than one operator may supply transport operations for the DRT services.

6. Technology and customer support.

DRT service technology layer is split into three areas, the customer app, driver app and MaaS (Mobility as a Solution), API (Application Programming Interface) functionality.

The software/app and any equipment will be issued by the technology partner and the CPCA will assist with the set-up and integration.

Customer App & website

The customer app & website will be the public facing application that customers will use to make journeys on the DRT service. Customers will use these to book, pay for and manage their journeys.

Driver App

The driver app should have the ability to use technology to automatically handle bookings and dynamically assign vehicles in real-time based on demand information from the back-office system and reporting location to the back office. It also allows drivers to understand accessibility needs and validate tickets during journeys or link to other ticket validation equipment such as on bus Electronic Ticket Machines (ETM).

MaaS & API Integration

Alongside DRT, the Combined Authority is deploying a MaaS (Mobility as a Solution) across the region.

The CPCA's provider will:

- Integrate the DRT customer-facing element into the MaaS platform, allowing users to plan, book and pay for DRT journeys within the MaaS platform without needing to download the native DRT app.
- Work with the CPCA and the selected MaaS supplier to integrate into the MaaS platform.

Customer Call Centre

The call centre will provide users the ability to book trips (for those individuals not able to book using the app) and raise issues and concerns. The customer call centre will book trips directly through the app for the user.

The call centre will also allow drivers and operator staff to assist with passengers and report any incidents.

Transport Data Hub

The Transport Data Hub will allow for data to be collected, shared, and used for a number of mobility and wider use cases. All data produced by the APP, call centre and onboard vehicles will be the property of the CPCA. All data will remain the property of the CPCA from all aspects of the DRT services.

Hours of Operation

The DRT service will be operational for the hours (Core Service) set out in the table below. The Supplier is required to provide additional priced options for changes to the Core Service. Please see Schedule D for specific services related to the Christmas Period for each year of the Contract.

Days	Core Service
Mon – Fri	07:00 – 19:00
Sat	07:00 – 19:00

7. Parameters of Operations

The DRT services cannot compete with commercial services. This is not competing with or a replacement for a door-to-door, dial-a-ride service, or patient transfer or other community transport service and will not offer those services.

Therefore, the system must ensure that rides booked link with, but do not compete with, traditional fixed route and timetabled services.

Any revenue/fares received by the Supplier/Operator will be deemed as revenue forgone and deducted from the monthly invoice to the CPCA.

SCHEDULE A: FARES AND TICKETING

- 1. The fares charged on the service will be confirmed before launch and in line with CPCA expectations and local competition.
- 2. Children under 5 years of age when accompanied by a fare paying passenger and not occupying a seat will be logged on the system as a free passenger.
- 3. Any unaccompanied children aged 5 15 will be carried at the child ticket rate.
- 4. DRT operators will be equipped, by the supplier, with preloaded PDA (Personal Digital Assistant) devices, to receive information for pickups for passengers, drop off points, times, and routes to be followed as a minimum.
- 5. A supplier may be expected to be a participant in the development of smart payment systems as they are developed in the CPCA region.
- 6. Passengers holding an All-English National Concessionary Travel Scheme will be permitted to travel for free after 0930 Monday Friday and at any time on weekends and Public Holidays.
- 7. No additional fare shall be charged for the carriage of wheelchairs used by passengers.

SCHEDULE B: CONTRACT PRICE REVISIONS

- Contract prices will be reviewed annually, and any changes will take effect on 1st anniversary of the contract start date and then the same date for each following year.
- 2. The price revision will be based on the changes to the Consumer price Index (CPI) as published in the edition of the Monthly Digest of Statistics. Please note that this could result in contract prices going down.
- 3. The percentage change in price will be based on the movement of prices between Month of the previous year and Month of the current year. (E.g. for the first review it will be the price change % between Month 202X and Month 202X).
- 4. The Percentage change in price will also be capped at + or 2%. Please note this may be subject to review.

SCHEDULE C: DRT SERVICES BY ZONES/REGIONS

The DRT zones have been chosen following a period of audit and consultation showing where the bus network has significant gaps or provides little or no service for the wider travelling public.

Zones will not impact on mainstream scheduled bus services, but enhance and feed into wider opportunities for work, health, and leisure.

SCHEDULE D: SUPPLIERS OBLIGATIONS

- 1. The supplier shall operate the contracted service in compliance with the contract conditions.
- 2. The supplier shall at all times provide the contracted service with skill, care, and diligence, with the utmost good faith and to the contract standards.
- 3. The supplier will be subject to the conditions in the CPCA. This applies to services that would otherwise be classed as exempted services in the Enhanced Partnership Schemes.
- 4. The supplier shall inform the CPCA representative as soon as they become aware (and confirm in writing) if the supplier is unable or fails to provide the service or any part of it. The provision of information under this shall not in any way release or excuse the supplier from any of its obligations under the contract.
- 5. In the event of service disruption, the supplier will be required to liaise with the CPCA to facilitate the updating of the RTPI (Real Time Passenger Information) Website and/or real time information system within 60 minutes. The supplier will be required to communicate with the CPCA designated officer to ensure information on the service is collated and relayed to the public through the appropriate media channels.
- 6. The supplier will be required to co-operate, liaise and co-ordinate its activities with those of any consultant employed directly or indirectly by the CPCA.
- 7. The supplier will be required to have a robust business continuity plan in place within 3 months of the start of any contract.
- 8. If the supplier fails to observe any of the supplier's obligations listed in this schedule, the CPCA may withhold monies as set out in Schedule B.

SCHEDULE E: STAFF

Supervisors/Managers

The supplier must always have at least one allocated suitable manager on duty for the Cambridgeshire & Peterborough area when the contracted service is in operation. A contact number and email address should be supplied to the CPCA for day-to-day operations.

SCHEDULE F: COMMENTS AND COMPLAINTS

- 1. The Supplier is required to have a Customer Charter in place prior to operations commencing. The Customer Charter may be the Suppliers own Charter and/or the Supplier may use the Combined Authorities. In any event the Customer Charter must be consistent with that of the Combined Authorities.
- 2. The CPCA shall send to the Supplier, within one working day of receipt, all complaints received about the Contracted Service or its performance.
- 3. The Supplier shall send to the CPCA, within one working day of receipt, all comments or complaints received about the Contracted Service or its performance. A copy of the written reply to a complaint must be forwarded to the CPCA within 21 days of the receipt of the original complaint and in any event, at the same time as the complainant.
- 4. When the CPCA seeks written comments following a complaint, the Supplier shall send a detailed response in writing to the CPCA within 14 days of the receipt of notification of the complaint. If the Supplier does not respond within 14 days, he shall be deemed to accept the validity of the complaint.

SCHEDULE G: SUPPORTING DATA

- 1. The supplier shall supply weekly to the CPCA full details of total passengers carried.
- 2. This information should be supplied to the CPCA by 12pm on the Monday, the following day if a bank holiday.
- 3. Where the supplier collects this in an electronic format, it shall be supplied to the CPCA in this format.
- 4. The supplier shall when requested by the CPCA submit for each day of operation details of the number of passengers carried on each individual journey. The CPCA will require this for one complete week in each quarter, per annum. The CPCA will advise the supplier of the required weeks.
- 5. The supplier shall provide each month to the CPCA full details of any journeys or part journeys not operated, during the previous month's operation.
- 6. The CPCA shall be entitled to call for such additional evidence as it may think fit to substantiate any account submitted by the supplier and shall be entitles to so even if there is no reason to suspect that an account might be incorrect.

SCHEDULE H: PRICING STRUCTURE

The pricing for this service should be broken down into the following elements. Costs should be based on up to six vehicles operating in three zones, not connected to each other.

- Initial set up and development costs.
- Daily call centre costs.

- Daily cost per vehicle to operate.
- Cost per PDA (if required) and 4G/5G data sim costs.
- Daily management support costs.
- Any other related costs.