



To all prospective Bidders

Reference: RFP_007/2016 - REQUEST FOR PROPOSALS FOR A CONCESSION CONTRACT FOR THE OPERATION OF A CAR-SHARING PROGRAM THROUGHOUT THE MALTESE ISLANDS

Subject: - Clarification Number 1

Reference is made to the above-mentioned public call for tenders for which the deadline for submission of offers is 27th January 2017 at 10.00 hrs. Hereunder please find clarification which is construed to form an integral part of the Quotation Document:

- 1. Section 5 of the Request for Proposals shall be deleted and replaced with the following. The remaining requirements of the Request for Proposals shall be interpreted in accordance with the revisions made hereunder.
 - 5. PROJECT MINIMUM REQUIREMENTS
 - 5.1 General Objectives of Project
 - 5.1.1 Bidders shall be required to implement the Car Sharing Program as detailed in this RFP and the Concession Agreement, including without limitation this Section 5.
 - 5.1.2 Contracting Authority shall not be responsible for any administrative duties or costs and expenses associated with the Car Sharing Program, with the exception of providing a defined number of parking spaces (both on-street and off-street) for the duration of the Term, as specified in this RFP.
 - 5.2 Duration
 - 5.2.1 The duration of the concession shall be for ten (10) years. Provided that the Contracting Authority shall have the right to, in its absolute discretion, grant an extension of two (2) years.
 - 5.2.2 It is expected that the Concessionaire shall recoup the investment made together with a return on invested capital during such period.





5.3 Fleet and Fleet Management

5.3.1 The car sharing program must be launched (in accordance with timelines indicated in Section 5.13) with a minimum of eighty (80) vehicles. If, after the expiry of at least two (2) years from the date on which the Project was launched by the Concessionaire, the demand for use of vehicles under the Car Sharing Program is not adequately met with the existing fleet and therefore warrants the need for additional car-sharing vehicles, the Contracting Authority shall have the right to request the Concessionaire to increase its fleet. In consideration for the Concessionaire increasing the fleet upon request by the Contracting Authority, the Contracting Authority shall have the right to allocate additional on-street public parking spaces.

Bidders who offer full Plug-in Electric Vehicles as part of the fleet to be deployed in the car sharing program will obtain additional points in accordance with Section 10.

- 5.3.2 In the event that the Concessionaire refuses to accede to the Contracting Authority's request, and unless the Concessionaire provides satisfactory evidence showing that it is not commercially feasible to increase its fleet, the Contracting Authority reserves the right to issue one or more licences to other concessionaire(s), as well as to allocate the exclusive use of on-street public parking spaces and use of public car parks, to increase the number of vehicles available in Malta and Gozo under car sharing programs. If the Concessionaire proves that it is not commercially feasible to increase its fleet and the Contracting Authority would be precluded from issuing one or more licences in terms of this Section 5.3.2.
- 5.3.3 The Concessionaire is encouraged to use an assortment of different type of vehicles, including a combination of commercial (for example for persons requiring a commercial vehicle to carry merchandise, equipment or furniture on a one-off basis) and non-commercial vehicles. The provision of a specific assortment of vehicles is not mandatory and bidders may propose, for example, to include only non-commercial vehicles. Bidders are however precluded from offering only commercial vehicles.

Bidders will get additional points in accordance with Section 10 if commercial vehicles are provided as part of the car sharing program fleet.

5.3.4 The vehicles must be properly maintained, cleaned and fuelled / electrically charged and in good working order at all times.





- 5.3.5 The Concessionaire shall ensure that basic accessories are included in the vehicles and available for use, including; re-fuelling pin (or similar system) to access designated pumping stations and charging point access (in case of electric vehicles). The Concessionaire is also encouraged to offer a limited number of infant car seats (if pre-booked and subject to availability).
- 5.3.6 The Concessionaire shall ensure that all vehicles are fully insured.
- 5.3.7 The Concessionaire shall be required to provide substitute vehicles whenever a Car Sharing Program vehicle becomes unavailable due to accident, breakdown, or other emergency occurrence. Substitute vehicles may be provided by outside contractors, such as a rental car company, upon approval of the Contracting Authority and may be either electric or nonelectric. Use of substitute vehicles is only permissible for up to fifteen (15) working days, unless otherwise approved in writing by Contracting Authority.
- 5.3.8 The Concessionaire shall ensure that all vehicles are registered with a road side assistance provider. In case of a car breakdown during a booking, the Concessionaire must ensure that the user is attended to within a reasonable time frame and make sure that the user is provided with alternative transport to the destination intended.
- 5.3.9 Vehicles deployed in the Car Sharing Program may be fully electric battery vehicles, plug-in hybrids, range extender plug-in electric vehicles, hybrids, LPG or fuel vehicles (petrol and diesel as well as variants thereof), or a combination thereof. The use of electric vehicles, hybrids and LPG propelled vehicles is encouraged. Naturally, offering only electric vehicles for the Car Sharing Program would further contribute to both the improvement of air quality and climate change mitigation since they produce no tail pipe emissions.
- 5.3.10 Electric Vehicles (EV) can be imported second hand cars as long as they are not more than twenty-four (24) months old from the date of first registration and do not have a mileage of more than twelve thousand kilometres (12,000km). The EVs cannot be converted EVs but must have been manufactured as such as indicated in the Certificate of Conformity.
- 5.3.11 Internal combustion vehicles must be new and of the latest EU standard for light passenger and commercial vehicles.
- 5.3.12 Vehicles must be easily identifiable by specific branding and wrapping for the benefit of the public, service members and enforcement agencies. The Contracting Authority will make sure that each vehicle shall be marked on the VERA system as a Car Sharing Program vehicle to benefit from applicable incentives and dedicated exclusive parking spaces.
- 5.4 Geographical Coverage of Car Sharing Program





5.4.1 The Car Sharing Program shall, as a minimum, be implemented in the locations in Malta and Gozo marked with an asterisk in the following list¹. The remaining locations are indicative only:

1	University of Malta*	18	Attard (adjacent to Corinthia Palace Hotel)*
2	Mater Dei Hospital*	19	Rabat– Mdina (Parking Areas)*
3	MCAST*	20	San Gwann Industrial Estate
4	Valetta Ferry Landing Places*	21	Marsaxlokk Parking Area
5	Valletta Four Winds Parking Area*	22	Smart City
6	Floriana Park and Ride*	23	Cospicua – Vittoriosa Ferry Landing Places and Waterfront*
7	Sliema Ferry Landing Places*	24	Malta International Airport*
8	Gzira Sea Front*	25	Marsa Park and Ride*
9	Ta' Xbiex Parking Area (near solar car- ports)*	26	Qormi (St Sebastian Church)
10	Msida (Junior College Area)*	27	St Paul's Bay (Gilleru Area)*
11	St Julian's*	28	Qawra (Aquarium Area)*
12	St George's Park (including hotel areas)*	29	Cirkewwa*
13	Pembroke Park and Ride	30	Mgarr Gozo*
14	Bulebel Industrial Estate	31	Victoria Gozo*
15	Mosta Technopark	32	Marsalforn Gozo*
16	Hal Far Industrial Estate	33	Xlendi
17	Mriehel Industrial Estate		

¹ The allocation of car parking spaces in private public car parking areas need to be discussed with the respective car parking facility operators and subject to their discretion.





- 5.4.2 The Concessionaire shall have the right to, depending on demand, move the vehicles around the said locations in order to ensure availability of vehicle where **Tramsporth/Natta** Concessionaire is therefore not required to leave vehicles parked in each of the locations referred to above (except in those marked with an asterisk in accordance with Section 5.5.2). Provided that the Concessionaire shall however be required to make vehicles available in all of these locations if a booking is made, so as to accommodate said booking.
- 5.4.3 The Concessionaire is encouraged to provide and develop the service in other areas of Malta and Gozo, such as major touristic areas as well as in closely knit towns and villages as well for example:
 - (i) Mqabba, Safi, Qrendi, Luqa, Chircop, Zurrieq, Siggiewi cluster
 - (ii) Lija, Balzan, Attard, B'Kara, Mosta cluster
 - (iii) Mellieha, St. Paul's Bay, Qawra, Mosta cluster
 - (iv) Qormi, Zebbug, Siggiewi, Hamrun, Marsa cluster
- 5.5 Vehicle Parking
- 5.5.1 General
 - (i) Car sharing vehicles shall be parked in the exclusive allocated car parking spaces and any private car parking spaces made available by the Concessionaire (through separate arrangements with third parties).
 - (ii) Car sharing vehicles are not to be parked in any public car parking spaces other than the designated spaces, by either members or the Concessionaire outside the booked time for usage. For the sake of practicality however, users of Car Sharing Program vehicles shall be permitted to park in spaces available to the public for a maximum period of not more than two (2) hours (except when being charged at a charging station forming part of the national EV charging network). In such instances, the user shall be required to leave a parking meter showing the time of arrival. Failure to indicate the time spent in these car parking spaces will lead to a fine.
 - (iii) The Concessionaire shall, at its own cost and expense, have the right (and is encouraged to do so) enter into other arrangements or agreements with third party private car-parking facilities to provide additional car parking options for members. The costs for such arrangements shall be absorbed or included in the flat rate or offered as part of additional rates and in different tariff packages offered to members.
 - (iv) The Concessionaire shall ensure that, once used by a member, a vehicle is deposited back in any of the car parking spaces operated by the Concessionaire.





- (v) The Concessionaire shall, at its own cost and expense, ensure that electric vehicles are adequately charged.
- (vi) The Concessionaire shall be responsible for ensuring that vehicles are adequately charged for use by users, whether through car-charging infrastructure at the locations where the services are to be provided, charging infrastructure (including existing infrastructure referred to in Section 4.2.5) owned and / or operated by third parties (subject to reaching an agreement with said owners and / or operators as necessary) or at its own Premises, or a combination thereof. In the event that the Concessionaire wishes to install electric car-charging infrastructure at the locations where the services are being provided, the Concessionaire shall be required to file an application with the Contracting Authority for said installation, which application shall be favourably considered. The Concessionaire shall also be entitled to propose a Project in which all vehicles will be regularly charged by the Concessionaire at its own premises.
- (vii) The allocation of public parking spaces will be declared as a tow-zone and the Concessionaire shall be obliged to report any other vehicles parked in the designated car parking spaces to make sure that these are kept free for their intended use at all times.
- 5.5.2 Exclusive On-Street and Off-Street Parking Spaces
 - (i) Bidders shall, as part of their bid, request a number of public on-street and off-street car parking spaces to be provided. The number of spaces to be requested shall be reflective of the fleet to be deployed by the bidder and shall not exceed three (3) parking spaces for each vehicle in the bidder's fleet.
 - (ii) The Contracting Authority shall grant three (3) car parking spaces for each vehicle to be deployed by the Concessionaire. The specific locations of each parking space, within a particular locality, shall be finally determined during discussions between Contracting Authority, local councils and the Concessionaire.
 - (iii) In localities where there is the possibility of high car-sharing turn around, a larger number of public car parking spaces will be provided (subject to availability) up to a maximum of twenty (20) car parking spaces which will be identified in different locations within the respective locality.
 - (iv) The identification of the car parking spaces shall be carried out in full consultation with the Contracting Authority and the respective Local Councils.





- (v) The Concessionaire is encouraged to reach agreements with private car park operators or owners to provide for any additional short falls in parking spaces in localities where there is such possibility of a high car-sharing turn around. Any such agreements should be entered into between the Concessionaire and the private car park owner, at no additional costs to the Contracting Authority or the Government.
- (vi) In the event that a higher demand is experienced in a particular locality, the Concessionaire shall notify the Contracting Authority and the Contracting Authority shall consider, subject to availability, increasing the number of parking spaces in said locality. The Contracting Authority may, if deemed necessary, allow free floating parking in public spaces.
- 5.5.3 Public Car Parks
 - (i) Bidders shall also have the right to request other car-parking spaces, in public car parks or open spaces owned or operated by the Contracting Authority or the Government of Malta, provided that the request is justified and proved to be necessary.
 - (ii) Public car parks fall either under the responsibility of the Contracting Authority or under the management of Local Authorities. In either case, the responsible authority shall, subject to availability, allocate the number of car parking spaces requested in public car parks and other open spaces (such as Park and Ride facilities) which may be organized at a national or local level, provided that the request is justified and proved to be necessary.
 - (iii) The allocation of such spaces in a public car park can be limited (at least initially) as to test the uptake of the service. As demand increases, incremental additional allocations will be given if requested and if such request is justified and proved necessary, subject to availability.
- 5.6 Financing
- 5.6.1 Bidders are required to procure their own financing for the Project.
- 5.6.2 The bidders shall propose the concession fee to be paid to the Contracting Authority. A concession fee of a minimum of twenty-five thousand Euro (€25,000) per annum (the "**Concession Fee**") shall be payable by the Concessionaire to the Contracting Authority commencing from the 2nd year onwards. No Concession Fee shall be payable for the first year of the term of the Concession Agreement.





- 5.6.3 The Concession Fee proposed will be applicable to the initial fleet and parking slots granted to the Concessionaire. In the event that, upon demand from the Concessionaire, additional spaces are agreed to be provided by the Contracting Authority, the Contracting Authority shall indicate the increase in the Concession Fee to be applied for the remaining period of the Term to reflect the increase in additional spaces provided.
- 5.6.4 The sole consideration for the Concessionaire shall be obtained from members of the Car Sharing Program and ancillary activities such as advertising on the website of the Concessionaire and on the car sharing vehicles. The Concessionaire shall bill members directly for their use of car sharing services, including any additional fees incurred by the said member.
- 5.6.5 Fees to the car-sharing users shall be charged at an all-inclusive payment rate (either linked to trip, distance or duration), which shall include all of the associated costs such as fuel and electricity, insurance, yearly road license costs, maintenance costs and associated repair costs, depreciation costs and parking costs. The costs are to be indicated on the website or any other marketing material intended to market the service. The costs charged are to be the same for all users at all times whether locals or tourists. Special packages may be offered according to the level of service and duration of time in which vehicles are used.
- 5.7 Other Minimum Requirements
- 5.7.1 Concessionaire must operate the Car Sharing Program on a 24-hour a day, 7-days a week, basis.
- 5.7.2 The Car Sharing Program must be based on a pre-booking web/app-based application already tested and in operation in major cities in the world. Members must be able to access vehicles through an on-line real-time booking system in the form of a software application, at any time of day, with automatic billing and direct debit.
- 5.7.3 The provision of the service must be automated, customer oriented and based on a selfservice model, available on a 24/7 basis. Provided that the Concessionaire and the Contracting Authority shall agree on a reasonable downtime and unexpected maintenance to be included in the Concession Agreement.
- 5.7.4 The Concessionaire shall ensure that members can book cars online, by mobile app, or over the phone and the Concessionaire shall provide for keyless entry and remote access control, such as through mobile app or via an RFID card, or similar.
- 5.7.5 The Concessionaire must provide the vehicles at the locations forming part of the Car Sharing Program as determined by Contracting Authority.





- 5.7.6 The Concessionaire must set up a 24/7 remote monitoring system, customer care and backoffice.
- 5.7.7 The Concessionaire shall cater for both a round-trip system as well as to allow one-way usage. In the case of one-way usage, the possibility of vehicle-drop off points shall be provided whereby the Concessionaire will have to recover the vehicle and return it to its assigned parking space.
- 5.7.8 The Concessionaire must not permit reservations based on exclusivity and / or long-term reservations, including overnight use unless the vehicle is parked in a private parking space (such as in a garage or private car park). However, the Concessionaire may enter into agreements with customers where the latter can demand a long term use of the service and for which the Concessionaire might offer more favourable rates.
- 5.7.9 The bidders are to determine the booking system to adopt. Provided that the Concessionaire and the Contracting Authority shall agree on the manner in which bookings shall be accepted in the Concession Agreement.
- 5.7.10 Car-sharing vehicles are to be available for 100% of confirmed bookings.
- 5.7.11 The Concessionaire must develop a real-time online journey planning app including availability and locations of hubs and designated parking spaces.
- 5.8 Project Management and Administration
- 5.8.1 The Concessionaire shall appoint a project manager to be the key point of contact for Contracting Authority in relation to the Car Sharing Program.
- 5.8.2 The Project manager must attend all necessary meetings to implement, monitor and evaluate the Car Sharing Program in accordance with all contract specifications.
- 5.9 Users
- 5.9.1 The Car Sharing Program will have to be open to all those interested without any unfair discrimination, however the minimum age for drivers that would be eligible to become members of the program and sign a contract with the Concessionaire would be left to the discretion of the Concessionaire. Provided that the minimum age shall be between eighteen (18) and twenty-three (23) years of age. The Concessionaire may charge an additional premium depending on age, including for users who are under the age of twenty-five (25).
- 5.9.2 Vetting of members to be accepted to enter into such a contract will be the responsibility of the Concessionaire. The Concessionaire shall ensure that all users are in possession of a valid driver's licence.





- 5.10 Data Collection and Reporting
- 5.10.1 The Concessionaire must maintain current, detailed data on Car Sharing Program members and vehicle usage. This data will be presented monthly to the Contracting Authority in a format and manner approved by the Contracting Authority.
- 5.10.2 The Concessionaire shall be required to provide monthly and quarterly performance reports to the Contracting Authority in a format and manner approved by the Contracting Authority. Monthly reports must be delivered no later than fifteen (15) days after the month's end, and quarterly reports must be delivered no later than twenty (20) days after the quarter's end.
- 5.10.3 The data that the Concessionaire is expected to collect and report in relation to the Project shall be defined and agreed in the Concession Agreement.
- 5.11 Marketing and Recruitment Activities
- 5.11.1 The Concessionaire shall maintain a member database and provide current and prospective members access to its website which will provide all pertinent information relating to the Car Sharing Program.
- 5.11.2 The Concessionaire shall prepare all marketing materials and promote the use of car sharing.
- 5.12 Technology
- 5.12.1 Despite the varying technological solutions applied, the modus operandi of the technical solution proposed by each bidder must address the following:
 - (i) Reservation by the user for a vehicle done online, through a smart phone or just by a telephone call. The following fields are usually asked for:
 - the time-slot of when the vehicle is needed;
 - the duration of the slot;
 - pick up point;
 - the type of vehicle being requested.
 - (ii) To secure availability, members shall be advised to make the reservation as early as reasonably possible. It is then the responsibility of the Concessionaire to make sure that the vehicle is available for pick up at the time requested.





- (iii) The Concessionaire shall implement a system which uses a small card reader affixed to the vehicle from the inside which is able to read the RFID card, or mobile application on the smart phone, or other similar technology, and through blink technology the time is activated and the car is unlocked (or similar).
- 5.13 Timeline for Implementation of Project
- 5.13.1 The Concessionaire shall be required to implement the Project within a maximum of eight (8) months from the date of execution of the Concession Agreement.
- 5.13.2 The Concessionaire shall be entitled to phase the implementation process provided that the Project is launched with at least fifty per cent (50%) of the Concessionaire's fleet within a maximum period of five (5) months from the date of execution of the Concession Agreement, with the remaining fifty per cent (50%) of the vehicles being added into the fleet over a period of three (3) months.
- 5.13.3 In the event that the Concessionaire proposes to install on-street electric vehicle charging stations, the Concessionaire shall be granted an additional five (5) months to install its electric vehicle charging stations and deploy the electric vehicles proposed in its fleet. Provided that the Concessionaire shall, within thirty (30) days from date of execution of Concession Agreement, submit all applications with the relevant authorities and / or utility service providers for the installation of the said charging stations and thereafter diligently pursue said applications.





2. Section 10.3.4 of the Request for Proposals shall be deleted and replaced with the following:

10.3.4 Technical Score

Bidders which meet or exceed the minimum criteria indicated in Section 5 shall be scored in accordance with this Section 10.3.4. This section shall score the bidders on the basis of the strengths of each bidder's technical offer. Marks will be awarded as follows:

No.	Criterion	Maximu m Marks
1	Robustness and quality of the technical proposal, including a degree of understanding of RFP and the ability of the bidder to undertake the required tasks, which shall include evaluation of Business Plan.	20
	Marks will be allocated as follows: (a) Degree of understanding of RFP and ability of bidder to undertake the Project (operation and methodology)	10
	(b) Robustness and quality of Business Plan	5
	(c) Educational and marketing campaign	5
2	Technical expertise of personnel to be deployed for execution of Project.	5
3	Number of vehicles in fleet to be deployed in Car Sharing Program in excess of eighty (80) cars	15
4	Number of plug-in electric vehicles in fleet	30
5	Number of on-street car charging stations	10
6	Average weighted cost in Euro (€) per trip	15
7	Number of commercial vehicles in fleet	5
Total	Total maximum marks for Technical Criteria	100



Important Notes:



Criteria 3, 4 and 5 Scoring

In awarding points for each of the criteria in 3, 4 and 5 above, the bidder which offers the highest number of vehicles in excess of the minimum of eighty (80) vehicles, the highest number of plug-in electric vehicles in its fleet and the highest number of on-street car charging stations, respectively, shall obtain full marks. The scores of the other bidders shall be calculated on a pro rata basis as follows:

Score = <u>offer of the tender being considered</u> X marks in table above best offer

<u>Example</u>: If, in respect of criterion 3, Bidder A offered one hundred twenty (120) and Bidder B offered one hundred (100) vehicles, Bidder A would get 15 (full) marks for offering forty (40) cars in excess of minimum. Bidder B would get 7.5 marks for offering twenty (20) cars in excess of the minimum.

Example: If out of the fleet proposed by Bidder A, forty (40) are plug-in electric, whilst eighty (80) cars offered by Bidder B are plug-in electric, Bidder B will get 30 (full) marks for criterion 4 whilst Bidder A will get 15 marks for criterion 4.

Criteria 6 (Average Weighted Cost) Scoring

The bidder which offers the lowest average weighted cost in Euro (\in) per trip shall obtain full marks. The scores of the other bidders shall be calculated on a pro rata basis as follows:

Score = lowest average weighted cost X 15 average weighted cost of the bid being considered

In order to arrive at the average weighted cost in Euro (\in) per trip to be charged to the user, based on the tariff proposed by the relevant bidder, the bidder shall make the following assumptions:

- (a) An average trip shall be deemed to be equal to 5.5km;
- (b) An average journey time of two (2) minutes per kilometre (2 min/km);
- (c) An average use per month for each user of three trips (i.e. 16.5km or 33 minutes).

Example: Bidder A offers a rate of $\in 0.30$ / min and no membership fee. Bidder B offers a rate of $\notin 0.50$ km and a $\notin 5$ monthly membership fee. Using the base assumptions set out above, the average weighted cost per trip in Euro shall be:

- (a) Bidder A = $\in 3.3$ ([2 x 5.5] x 0.3)
- (b) Bidder B = €4.42 ([€0.5 x 5.5] + [5/3]).





Any other cost elements and permutations (such as a minimum initial cost) proposed by bidders shall be compared objectively using the above-mentioned assumptions, where possible, and data in the Contracting Authority's possession.

In order to assist bidders in preparing their bids, the following table showing data relating to the year 2016 collected by the Contracting Authority is being provided.

Typical Weekday				
Time Period	Average Journey Time per km (min / km)			
AM (0730 - 0830)	2.67			
PM (16.30 - 17.30)	2.41			
Off-Peak (05.30 - 07.30; 08.30 - 16.30; 17.30 - 21.30)	2.00			
Night (21.30 - 05.30)	1.29			

Criteria 7 (Commercial Vehicles) Scoring – a point will be awarded for each commercial vehicle propose by a bidder with the maximum points being awarded for this criterion being five (5) points. Accordingly, whilst bidders may propose more than five (5) commercial vehicles, no additional points will be awarded for bidders proposing more than five (5) commercial vehicles.





3. Appendix 3 of the Request for Proposals shall be deleted and replaced with the following:

APPENDIX 3: TECHNICAL OFFER

BIDDER NAME: _____

Fleet

Description	Bidder Offer
Number of vehicles in fleet to be deployed in Car Sharing Program (minimum eighty (80) vehicles) ²	
Number of plug-in electric vehicles in fleet	

Award Criteria

Criterion	Description	Bidder Offer
Criterion 3	Number of vehicles in fleet to be deployed in Car Sharing Program in excess of eighty (80) cars	
Criterion 4	Number of plug-in electric vehicles in fleet	
Criterion 5	Number of on-street car charging stations	
Criterion 6	Average weighted cost in Euro (€) per trip ³	
Criterion 7	Number of Commercial Vehicles in Fleet	

Signed on behalf of the Bidder by _____ (Name in full)

² Fleet should be included in a table, split in type of vehicle (commercial or private), brand and model, European standard and operational means (whether plug-in electric, LPG, diesel, petrol, hybrid and so on). ³ All workings used to arrive at Average Weighted Cost in Euro (€) per trip to be provided.