

1 Introduction

1.1 Background

1.1.1 **Bracknell Forest Borough Council (BFBC or the Council)** is located in central Berkshire, and was designated a New Town in 1949 but became a Unitary authority in April 1998. The Council's services are divided between four directories, Corporate Services, Adult Social Care and Health, Environment, Culture and Communities and Children, Young People and Learning.

1.2 Outline Requirement

1.2.1 The work of the Children, Young People & Learning (CYPL) Department includes the delivery of construction projects at existing schools as well as construction of new schools to meet forecast demand for school places, including where this is driven by new housing development.

The Consultant will be required to provide advice in relation to specific development proposals for approved construction projects for CYPL, including acting for CYPL in dealing with the Borough Planners over specific applications.

1.2.2 The contract duration will be for a maximum of 5 years.
Initial term of 3 years followed by two possible extensions
3+1+1 = 5 Years

1.3 Project Schedule

1.3.1 The following is the proposed timetable for the procurement and implementation of Planning Consultancy Services.

Publish OJEU Contract Notice & advert in South East Business Portal			
Issue Invitation to Tender			
Last Questions from Tenderers			
Issue Final Question & Answer Summary			
Receive Response from Tenderers	TIME		
Supplier Interviews (See 2.6.10)			
Contract Award			
Contract Start Date			

2 Instructions to Tenderers

2.1 General Instructions

- 2.1.1 If you intend to tender for the provision of Planning Consultancy Services to the Council, please read the following instructions carefully and prepare your tender accordingly.
- 2.1.2 The Council will not be responsible for any costs or expenses you incur in preparing or delivering or in the evaluation of the tender, nor with any costs or expenses incurred with the formation of a contract should you be successful.
- 2.1.3 You are deemed to have obtained at your own expense, all information necessary for the preparation of your tender.
- 2.1.4 Prior to the date for return of tenders, the Council may clarify, amend or add to the documentation. A copy of each such instruction will be issued by the Council to every contractor and shall form part of the tender documentation. No amendment shall be made to the tender documentation unless it is the subject of such an instruction. You should promptly acknowledge receipt of such instructions.
- 2.1.5 Clarifications of the invitation to tender documents must be made by email to:
- 2.1.6 As soon as practical after receipt of any request for clarification, the Council will respond in writing to all tenderers except where the clarification has been identified by the tenderer, and subsequently agreed by the Council, as being commercially sensitive. The Council will not be bound to respond to any request for clarification of the Invitation to Tender which is received later than Thursday 11 December 2014.
- 2.1.7 Only clarifications made in writing by the Council will form part of the Invitation to Tender documents.
- 2.1.8 All questions submitted to the Council in writing and answers, will be logged, summarised and issued to all tenderers.
- 2.1.9 All information contained in the invitation to tender shall be treated as confidential except insofar as is necessary to be disclosed for the purposes of obtaining quotations essential for the preparation of your tender.

2.2

2.3 Tender Response

- 2.3.1 Please submit your quotation by email to
- 2.3.2 Emails larger than 30Mb will be held by ICT pending manual release and emails above 50Mb will be rejected. For this reason, we recommended that you split into separate emails below 30Mb, clearly marked as 1 of 3, 2 of 3, etc., in the subject. Most business file types are acceptable; however any file containing code, password protection or seemingly inappropriate images will be automatically rejected. We are unable to accept quotations on USB stick.
- 2.3.3 Your tender must be divided into two sections and contain the information called for in each section below:
The **technical** section should include:
- Responses to questions in this ITT covering:
 - Your Organisation

INSTRUCTIONS TO TENDERERS

- Specification
 - Technical Ability
 - Case Studies
-
- Service Delivery Questions (Schedule 1)
 - Specification Compliance Statement (Schedule 2)

No pricing should be included in the technical section.

The **commercial** section should include:-

- Consultancy Conditions Compliance Statement (Schedule 3)
- Firm prices in sterling for the Goods/Services must be entered on the Pricing Schedule (Schedule 4)
- The completed Schedule of Reserved Information (Schedule 5)
- The Form of Tender statement (Schedule 6) completed, signed and dated

2.3.4 Respond to all sections in the Schedules. Alternatively, you may submit a separate document providing the tender cross references the section and paragraph numbers of this invitation to tender.

All sections must be responded to even if simply “Understood” or “Agreed”.

2.3.5 The Council may have indicated a maximum number of words against some questions. The number indicated includes words in any charts, appendices and diagrams which are incorporated into the tenderer's response unless otherwise clearly indicated. In the event that the number of words is exceeded, the Council will only consider the first part of the tenderer's response up to the maximum allowed.

2.3.6 Where any external reference material, such as brochures, specifications and system descriptions, is used to support your tender, any statements within the reference material which may allow change to obligations or reduce liability, such as "specifications subject to change without notice", or other disclaimers will be regarded as void and shall not form part of the contract in the event that the tender is accepted.

2.3.7 Where a particular section of the tender response relates to information given in another section or in external reference material, then you must ensure that the response is clearly cross-referenced.

2.3.8 All pricing should be stated exclusive of VAT.

2.3.9 Tenders shall remain open for an initial acceptance for a minimum of 90 calendar days, although the Council may ask you to extend of the period of validity.

2.4 Submission of Tenders

The original, signed, tender must be returned by no later than

2.4.1 Please email to:

; ensure that you include “Planning Consultancy Services” in the subject of the e-mail.

INSTRUCTIONS TO TENDERERS

- 2.4.2 If submitting hard copies, the envelope must not indicate the name of the sender; envelopes that do may be rejected unopened. Similarly, tenders received after the tender submission date/time may be rejected.

2.5 Tender Decline

If you decide not to respond to this ITT, please let the contact in Section 2.1.5 know by email as soon as possible, giving a brief reason.

2.6 Evaluation of Tenders

- 2.6.1 The Council may seek confirmation that suppliers meet the Council's minimum levels of economic and financial standing or technical or professional ability, originally stated in the contract notice, at any time.
- 2.6.2 Suppliers must be financially sound. We use an external credit reference agency and, in addition, may seek copies of accounts and annual reports for larger contracts. We expect suppliers to have been trading long enough to have published accounts and developed a client base.
- 2.6.3 The contract will be awarded on the basis of the most economically advantageous offer having regard to:
- 2.6.4 The **Total Cost** of the goods, services or works, (50% of the total score).
- 2.6.5 The **Quality** of the solution in terms of functionality and infrastructure (50% of the total score) takes into account issues such as; quality, technical ability,, the case studies.
- 2.6.6 The **Total Cost** score is out of 100 marks and will be awarded based on a mathematical formula taking into account the overall weighting allocated to this particular section. In this instance, it is calculated by taking the lowest Total Cost divided by the next lowest Total Cost and multiplied by 100. As a result, the lowest Total Cost (subject to the provisions of regulation 30(6) of the Public Contracts Regulations 2006) will be awarded a score of 100 for price alone, with tenderers thereafter being allocated a relative score. This will be combined with quality, to give an overall score for each tenderer.

2.6.7 The headline **Quality** evaluation criteria are as follows:-

Criteria	Weighting	Applicable Document(s) & Section(s)
Q.1 CVs Key Staff	25	Schedule 1
Q.2.1 Contract Performance	20	Schedule 1
Q.2.2 Contract Performance Contd.	20	Schedule 1
Q.3 Record Keeping	15	Schedule 1
Q.4 Invoicing	10	Schedule 1
Q.5 Added Value	10	Schedule 1
Total	100	

- 2.6.8 The evaluation spreadsheet which details any **sub-criteria** and formulae used is attached.
- 2.6.9 The Council shall be under no obligation to award a contract for all or any part of the requirement set out in the Invitation to Tender, to any tenderer or at all.
- 2.6.10 You may be required to answer any Council queries on your proposal and to attend a formal interview during the tender evaluation period. If interviews are to be held, further information will be sent to out after your tender submission.
- 2.6.11 Additionally the Council may wish to visit tenderers' premises to view the facilities and systems that may be used to deliver the service.

2.7 Alternative Offers

- 2.7.1 Alternative offers will only be considered if they constitute a fully priced alternative and are submitted in addition to a tender complying with the requirements specified in the Invitation to Tender documents. Alternative offers must contain sufficient supplementary information, drawings and data to permit a complete evaluation to be made.

2.8 Canvassing

Any contractor who directly or indirectly canvasses any member or official of the Council concerning the award of the contract for the provision of the Goods/Services, or who directly or indirectly obtains or attempts to obtain information from any such member or official concerning any other tender for the Goods/Service will be disqualified. If discovery occurs after the award of the contract, the Council shall then be entitled to summarily terminate the contract.

2.9 Whistle blowing policy

Your attention is drawn to the Council's whistle blowing policy which can be found on the Procurement website at: www.bracknell-forest.gov.uk/procurement

Appendix A - Specification

1 INTRODUCTION

- 1.1 The Education Capital & Property (C&P) Team of the Council's Children, Young People and Learning Department (CYPL) are responsible for delivering the Council's accommodation and property requirements in relation to the provision of education services for children and young people.
- 1.2 In addition the Team also supports construction in the CYPL Department's non school service areas including Youth Service, Early Years, Adult & Community Learning and Children's Social Care.

2 SCOPE OF SERVICES

- 2.1 The work of C&P includes the delivery of construction projects at existing schools as well as construction of new schools to meet forecast demand for school places, including where this is driven by new housing development.

The Consultant will be required to provide advice in relation to specific development proposals for approved construction projects for CYPL, including acting for CYPL in dealing with the Borough Planners over specific applications.

- 2.2 C&P commissions construction work through the Council's in house Building Group or via its external Managing Partner Atkins.

The Consultant will be required to liaise with both the in house team and the external Managing Partner to achieve the desired outcomes for CYPL at planning.

- 2.3 The Borough is expected to experience a significant level of housing growth over the next 15 years. Consequently the Council's has adapted a Site Allocations Local Plan that identifies sites for new housing and the new schools and community facilities that will be required as a result. See website <http://www.bracknell-forest.gov.uk/developmentplan>

The Consultant will also be required to act for CYPL in liaising with planners to promote the interests of CYP&L as part of the ongoing development of major housing sites in Bracknell Forest, and in particular over the creation of new school buildings to be provided as part of or in lieu of developer contributions.

3 MINIMUM REQUIREMENTS

- 3.1 Member of Royal Town Planning Institute
- 3.2 Experience of working directly with Local Planning Authorities.

INSTRUCTIONS TO TENDERERS

4 SPECIFIC RESPONSIBILITIES

- 4.1 Advise on all planning matters for the CYPL Education Capital Programme
- 4.2 Achieve successful planning outcomes for the CYPL Capital Programme.
- 4.3 Provide planning statements in support of individual planning applications.
- 4.4 Review planning applications prepared on behalf of CYP&L to ensure they are of a high quality and fit for purpose. This will include the review of specialist reports by consultants.
- 4.5 Prepare and submit planning applications on behalf of CYP&L where required (the majority of applications will be prepared by others).
- 4.6 Where relevant liaise with statutory undertakers in relations to site specific issues (e.g. Environment Agency, Sport England).
- 4.7 Undertake appraisals of proposed developments and advise on suitable strategy for maximising the scope for planning permission being granted.
- 4.8 Where relevant advise on the scope for development to be undertaken as 'Permitted Development' by virtue of the 'General Permitted Development Order'.
- 4.9 Provide comments on behalf of CYPL in response to consultations on planning documents that may have implications for CYPL. This will include documents produced by Government and other relevant public bodies in addition to the LPA.
- 4.10 Represent CYPL in discussions with the Local Planning Authority (LPA) and/or developers in relation to the requirement for financial contributions, from new development, towards the provision of relevant services including new school buildings.
- 4.11 Ensure that CYPL's requirements for infrastructure under the Site Allocations Local Plan (SALP) including new schools and other facilities are flagged up in a clear and timely manner.
- 4.12 To act as the first point of contact with the local planning authority and developers for CYPL.
- 4.13 To monitor and progress compliance with planning conditions on projects by obtaining information from the councils managing partner, Atkins.
- 4.14 The council wish to let a contract for a period of 5 years with no provision for extension of contract. 3+1+1 =5

Volume of work on the Education Capital Programme

INSTRUCTIONS TO TENDERERS

4.15 Existing projects for which planning permission already obtained;

- Garth Hill College Expansion - £7.6m
- Owlsmoor Primary - £3.2m

- The Pines - £1.2m

4.16 New/Forthcoming Projects

- Amen Corner North, new 1FE Primary, developer construct, value £5m.
- Amen Corner South, new 2FE Primary, developer construct, value £9.4m.
- Ascot Heath, new 3FE Infants & Juniors, developer construct, value £13.7m
- TRL, new 2FE Primary, developer construct, value £9.1m
- Warfield West, new 2FE Primary, developer construct, value £9.1m.
- Warfield East, new 3FE Primary, developer construct, value £13.7m.
- Blue Mountain, new 2FE Primary, 7FE Secondary, council construct, value £30m.
- Cranbourne classrooms, council construct, value £970k.
- Eastern Road SEN, council construct, value £1.8m
- Great Holland's Primary Expansion, value £4m.
- Edgbarrow Secondary School expansion, value £4m.
- 4 x surge classrooms, £350,000 x 4.