

INVITATION TO TENDER

Rossendale

BOROUGH COUNCIL

Quantity Surveyor and Employers Agent - Futures Park Junction, Plot 1 and 4



Version Control:

Reviewed/ Updated by:	Date of review/ change:	Version	Comment
BC	18/05/20	1	Draft version for review
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Please read this entire document before completing your response.

Important Notice

This Invitation to Tender (“ITT”) is issued to those who wish to tender (“Tenderers”) to Rossendale Borough Council (the “Council”) to undertake the Quantity Surveyor role (the “Contract”), their professional advisers and other parties essential to preparing a tender for this Contract (the “Tender”) and for no other purpose.

The contents of this ITT and of any other documentation sent to you in respect of this tender process are provided on the basis that they remain the property of the Council and must be treated as confidential. If you are unable or unwilling to comply with this requirement you are required to destroy this ITT and all associated documents immediately and not to retain any electronic or paper copies.

No Tenderer will undertake any publicity activities with any part of the media in relation to the Contract or this ITT process without the prior written agreement of the Council, including agreement on the format and content of any publicity.

This ITT is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the Council and its advisers.

The Council reserves the right to cancel the tender process at any point. The Council is not liable for any costs resulting from any cancellation of this tender process nor for any other costs incurred by those tendering for this Contract.

You are deemed to understand fully the processes that the Council is required to follow under relevant European and UK legislation, particularly in relation to The Public Contracts Regulations.

Background

Further details of the Council's needs under the Contract and other relevant information is provided in the body of this ITT.

If you have any questions or require any clarifications, please contact Jane Riley (Economic Development Officer), janeriley@rossendalebc.gov.uk, Economic Development and Property Services, Room 114, The Business Centre, Futures Park, Bacup, Lancashire, OL13 0BB, Tel: 01706 252514.

Other than the person or persons identified above, no Council employee or member of the Council has the authority to give any information or make any representation (express or implied) in relation to this ITT or any other matter relating to the Contract.

Please note that the Council's responses to any queries or clarification requests may, at the Council's discretion, be circulated to all Tenderers.

The Council reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the ITT. All such further documentation that may be issued shall be deemed to form part of the ITT and shall supplement and/or supersede any part of the ITT to the extent indicated.

Tenderers must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.

Under the Contract the Council will require compliance with its policies. Tenderers are advised to satisfy themselves that they understand all of the requirements of the Contract before submitting their Tender.

1 Introduction

- 1.1 Rossendale Borough Council (RBC) is seeking Tenders from an established Quantity Surveyor to assist with the financial monitoring and reporting throughout the project durations of Plots 1 and junction improvements at Futures Park, Bacup. Plot 4 is to be costed as an addition with these works likely to follow post appointment.
- 1.2 The Plot 1 project works are intended to start on site July 2020 with a proposed completion in March 2021 with the junction alterations scheduled within these timescales. The dates for Plot 4 are yet to be confirmed.
- 1.3 Futures Parks has recently introduced a new manufacturing facility to Plot 5 which has allowed for the growth of a number of remaining plots. Plot 1 is to become a Nursery, part funded through the Lancashire Enterprise Partnership, whilst Plot 4 is to be another manufacturing facility. The entrance junction to the site is to have improvement works due to the increase in vehicular traffic. The improvements to the site will also for a smoother access and egress into the site.
- 1.4 The returned quotes are to be divided into two clear parts. One return to cover the Plot 1 and junction works return, the second being for the Plot 4 works. Plot 1 is a circa 6,000 sqft site with associated parking, landscaping and highway improvements. The Plot 4 industrial unit is circa 40,000 sq. ft., split over two floors and includes associated parking and utilities. This is contract dependent and is an adoptive addition.
- 1.5 The QS is to work within RBC's appointed team and the appointed Joint Venture main contractor.
- 1.6 RBC is inviting you to tender for the provision of those services described in section 2 below (Project Requirements) ("the Service").

- 1.7 You are required to submit your Tender in order to meet the specifications set out in Section 2 of this Invitation to Tender.
- 1.8 It is essential that you comply with the following instructions in the preparation and submission of your Tender. RBC reserves the right to reject any Tender that does not comply with these instructions.
- 1.9 Tenders must be received by 5pm 22nd June 2020. Any Tender submitted after this date and time will be disregarded by the RBC.

2 Project Requirements

2.1 Overview:

2.2 RBC require the appointed Quantity Surveyor to take on the role of Contract Administrator.

2.3 To work within RBC's Project Team which is to consist of client, Project Manager and Quantity surveyor. Architectural, Structural, M&E and CDM Services are to be novated appointments by the Main Contractor

2.4 RBC request the appointed Quantity Surveyor commercially evaluate costs returned by the appointed Main Contractor and advise of any issues or anomalies.

2.5 The Quantity Surveyor is to assist in the preparation of Contract Documents, in line with the agreed JCT contract, and provide comment on suggested Contract Sum's for the works.

2.6 Prepare and maintain costs plans through all stages of the RIBA Plan of Works and be present through the project duration.

2.7 Undertake value engineering and risk management activities and attend workshops where required.

2.8 Attend site visits and meetings as required to deliver a successful project.

2.9 The Quantity surveyor is to coordinate with the Main Contractor to review and sign-off monthly valuations in line with actual progress on site.

2.10 Prepare cost reports in line with RBC's requirements.

2.11 RBC require the successful Quantity Surveyor to provide budget costs to works where required.

2.12 Preparing commercial final accounts for works, services and good as the projects require.

2.13 Agreeing upon value of outstanding snagging and the provision of Contract Deliverables before recommending final payment under the Contract.

- 2.14 Produce a lesson's learnt document, to be shared with the Design Team, should this be required post completion.
- 2.15 Essential Criteria:
- 2.15.1 Qualified to degree level in Quantity Surveying.
- 2.15.2 Ideally hold a professional qualification and/or membership of the RICS or other relevant Chartered Institute would be an additional advantage
- 2.15.3 Previous experience working as a Senior/Principal QS, ideally with a local authority/public sector organisation.'
- 2.16 Knowledge & Experience:
- 2.16.1 A detailed knowledge, understanding and experience of commercial and/or highways construction within a project.
- 2.16.2 Experience of the successful delivery of high value/profile projects and demonstrable experience of project development and implementation of an idea through to completion.
- 2.16.3 Experience of Quantity Surveying in connection with regeneration, including financial management and overseeing budgets.
- 2.16.4 Experience of showing initiative and working without supervision. To plan, manage and secure the effective implementation of physical regeneration projects.
- 2.16.5 Experience of working at all levels with partners and stakeholders to deliver complex regeneration projects with strong project management and Budget skills.
- 2.16.6 Experience of contract administration. Proven experience to deliver work to stated deadlines.

2.17 Technical & Applied Skills

2.17.1 Excellent interpersonal, oral and written communication and presentation skills. The ability to present complex information clearly and concisely in a way that others can understand with good presentation and communication skills.

2.17.2 Experience to use Microsoft products to undertake research, produce reports and communicate with internal and external partners.

2.17.3 Experience to operate in a team environment, have a can do attitude to solving problems.

2.18 Personal Attributes:

2.18.1 Ability to offer flexibility in working hours to meet the needs of the project.

2.19 Special Requirements:

2.19.1 Membership of a relevant professional body.

2.19.2 Committed to a Principle and Practice of Equal Opportunities. Applicants are asked to note that RBC has a Management of Absence Policy and there is an expectation that employees attend work on a regular basis or with reasonable adjustments where applicable All New employees to RBC are required to complete 6-month probation. The post holder must be willing where necessary to attend meetings or events out of normal office hours or at weekends.

2.20 Following the overview, the principle duties of the Quantity Surveyor are as follows:

2.20.1 To manage the finances for the development and delivery phases of the project, ensuring the project is delivered on budget.

2.20.2 To ensure that all invoices are checked and paid on time.

- 2.20.3 To manage the cash flow for the project, to assist with drawing down funds from funders at timely intervals.
- 2.20.4 To maintain clear and concise records of all financial aspects of the project, including actual and projected cash flows.
- 2.20.5 Represent the Quantity Surveying Team Leader at meetings and discussions relating to contract management and other associated issues.
- 2.20.6 Produce, report and maintain detailed cash flow profiles for the capital programme of works for the Director of Finance and Design Service Manager
- 2.20.7 Liaise with other design team members on a project to ensure a co-ordinated approach is undertaken in connection with design & construction, financial management contractual matters and The Construction
- 2.20.8 Deliver the project to achieve value for money for the authority.
- 2.20.9 To prepare tender analysis reports, evaluate the cost elements of submitted tenders and negotiate any variations to submitted tenders to ensure the selected tenderer offers optimum value.
- 2.20.10 To check all submitted valuations and submit a payment recommendation
- 2.20.11 To check and agree the final account

- 2.21 Fee structure:
 - 2.21.1 Each payment will be signed off by RBC after the conclusion of each RIBA stage.

3 Timescales

3.1 This process is being conducted in accordance with the following indicative timescales:

<i>Tender document issued</i>	<i>Week commencing 15th June 2020</i>
<i>Closing date for receipt of Intention to Tender Form</i>	<i>24th June 2020</i>
<i>Final response to queries</i>	<i>25th June 2020</i>
<i>Closing date for receipt of tender</i>	<i>5pm 29th June 2020</i>
<i>Start of assessment period (estimated)</i>	<i>Week commencing 6th July 2020</i>
<i>Contract award (estimated)</i>	<i>Week commencing 13th July 2020</i>

3.2 Bidders are requested to register their interest to ensure that any amendments or questions can be shared with all interested parties.

3.3 Bidders should therefore email janeriley@rossendalebc.gov.uk with intention to tender form (Appendix 3).

3.4 Clarification questions should be submitted to the same email no later than 7 days prior to closing date.

3.5 Please note that any responses to queries or clarification requests will be at the RBCs discretion, and could be circulated to all EOI registered parties.

3.6 Other than the registered officer, no other Council employee or member of RBC has the authority to give any information or make any representation (express or implied) in relation to this Tender, or any other matter relating to the Contract.

3.7 Any attempt to lobby for or against to Members or Officers of RBC or media during the Tender process may be considered grounds for exclusion.

3.8 Completed Tender's must be sent to the following email only: tenders@rossendalebc.gov.uk no later than 5pm on 22nd June 2020. In the event of large file submissions, tenderers are requested to send several emails which are clearly numbered and indexed.

4 Project Governance

- 4.1 The commission will be managed by Guy Darragh, the Economic Development and Property Services Manager, with Project Officer Support. The Economic Development Team will coordinate liaison between the contractor and other relevant Officers in RBC and other organisations, where necessary.
- 4.2 The Quantity Surveyor is directly responsible to RBC, namely the Economic Development and Property Services Manager who will be working closely on the project.
- 4.3 The commission will be managed in RIBA stages; if elements of the project do not go ahead RBC reserve the right to terminate on a staged payment basis.

5 Submission Requirements

5.1 The Tender must:

5.1.1 Include a full price schedule and cost breakdown.

5.1.2 Include a certificate of Non-Collusion and Non-Canvassing.

5.1.3 An acknowledgement and agreement of the terms and conditions will be requested at appointment.

5.1.4 An acknowledgement and agreement of the Data Protection Agreement will be requested at appointment.

5.1.5 Be written in English and be fully completed.

5.1.6 Be submitted in Microsoft Word format and any supporting documentation must be submitted in Microsoft Word, Microsoft Excel or Adobe PDF format.

5.1.7 It is the responsibility of the Tenderer to ensure that RBC receives your tender by the specified deadline. In the event that Tenderers believe that they are unable to submit a Tender through the electronic system or require assistance they must contact the janeriley@rossendalebc.gov.uk no later than 4 calendar days before the submission date for the Tender to enable any technical queries to be investigated and resolved.

5.2 General Considerations:

5.2.1 RBC reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the Tender. All such further documentation that may be issued shall be deemed to form part of the Tender and shall supplement and/or supersede any part of the Tender to the extent indicated.

5.2.2 A tender submitted in accordance with this Invitation to Tender will remain valid for acceptance or non-acceptance by RBC for a period of 90 days from the closing date stipulated.

- 5.2.3 RBC may accept the Tender at any time within this prescribed period.
- 5.2.4 RBC shall, however, not be bound to accept the lowest or any quotation.
- 5.2.5 RBC reserves the right to reject any tender whereby the Tender Response has not been fully completed.
- 5.3 Tenderers are invited to submit proposals to RBC for consideration, demonstrating the following:
- 5.3.1 An understanding of the brief and requirements.
- 5.3.2 A proposed operational and management structure.
- 5.3.3 Detail of previous experience in managing similar properties / tenants.
- 5.3.4 Areas highlighted through this briefing document in terms of the types of issues that you may encounter during the management period.
- 5.3.5 Assumed costs you have identified to support your business model.
- 5.4 The contractor will be required to demonstrate a proven track record with regards to the requirements of the commission. The key skills and competencies required from consultants are:
- 5.4.1.1 Experience in delivering Quantity Services to Local Authorities and a broad experience of commercial/building projects.
- 5.4.1.2 An understanding of cash flow modelling and development costs.
- 5.4.1.3 Knowledge of commercial and/or highways construction.
- 5.4.1.4 Please provide details of two comparative or relevant projects carried out by yourself (please limit each example to one double-sided A4 page).

6 Assessment Criteria

6.1 The criteria described in this Invitation to Tender is the Criteria used by RBC to determine the Most Economically Advantageous Tender. You must provide the information required in Section 3 (Submission Requirements).

6.2 The information you provide will be evaluated by RBC using the criteria described below and the Contract will be awarded to in accordance with the criteria.

6.3 The Tender Proposal will form part of the Contract.

6.4 RBC reserves the right to request you to attend an interview to clarify matters contained within your Tender Response.

6.5 Tenders will be scored using the following criteria:

6.5.1 **Price – 40%**

6.5.2 **Method Statement 1 – Fulfilling the requirements of the brief, max. 1000 words (40%)**

6.5.3 **Method Statement 2 – How the Quantity Surveyor will provide financial clarity throughout the project, max. 500 words (10%)**

6.5.4 **Method Statement 3 – References from previous projects undertaken, max. 1000 words (10%)**

6.6 Responsible Procurement:

6.6.1 The answers provided in your Response will be evaluated and scored.

6.6.2 Bidders who self-certify that they do not meet the requirements of this section will be excluded.

The provision of insufficient or false information and/or any responses that leads RBC, acting

reasonably, to conclude (considering the risk that the relevant answer concerns the Bidder’s ability to properly perform the contract) that it would be inappropriate to select the Bidder on this occasion, will result in exclusion.

6.6.3 Exclusion grounds may apply at any point in the procurement process up to the award of contract.

6.7 Scoring Methodology:

6.7.1 The following scoring methodology shall be used for the Method Statement question(s):

Score	Performance
0	The response raises major concerns about understanding or approach which is potentially highly detrimental to satisfactory service delivery or contract performance.
1	The response suggests significant shortcomings of understanding or approach which may impact on service delivery or contract performance.
2	The response suggests minor shortcomings of understanding or approach which may impact to a short extent on service delivery or contract performance.
3	The response raises no concerns about understanding or approach to service delivery or contract performance.

6.7.2 If a tender generates a result of ‘0’ against any one or more method statements, this will give grounds for excluding that tender from any further consideration. For any tenders so excluded, the relevant price will also be excluded from the evaluation.

6.8 Price:

6.8.1 As already outlined – the price shall be allocated a total of 40% of the marks available.

- 6.8.2 The price submission will be scored using the following methodology: (Lowest Price Submitted / Bidders Submitted Price) x Weighting
- 6.8.3 RBC will seek clarification from you if your submitted Tender is considered by RBC to be economically unviable.
- 6.8.4 Following a review of any submission that you make in response to such a clarification, if RBC remains of the opinion that the submitted Tender is economically unviable, RBC will reject that Tender.

7 Freedom of Information Act and Environmental Information Statement

7.1 The Council is subject to The Freedom of Information Act 2000 (“Act”) and The Environmental Information Regulations 2004 (“EIR”).

7.2 As part of the Council’s obligations under the Act or EIR, it may be required to disclose information concerning the procurement process or the Contract to anyone who makes a reasonable request.

7.3 If Tenderers consider that any of the information provided in their Tender is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as **"Not for disclosure to third parties"** together with valid reasons in support of the information being exempt from disclosure under the Act and the EIR.

7.4 The Council will endeavour to consult with Tenderers and have regard to comments and any objections before it releases any information to a third party under the Act or the EIR. However, the Council shall be entitled to determine in its absolute discretion whether any information is exempt from the Act and/or the EIR, or is to be disclosed in response to a request of information. The Council must make its decision on disclosure in accordance with the provisions of the Act or the EIR and can only withhold information if it is covered by an exemption from disclosure under the Act or the EIR.

7.5 The Council will not be held liable for any loss or prejudice caused by the disclosure of information that:

7.5.1 Has not been clearly marked as "Not for disclosure to third parties" with supporting reasons (referring to the relevant category of exemption under the Act or EIR where possible); or

- 7.5.2 Does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or
- 7.5.3 In cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information.

8 Contract Documents

- 8.1 Please refer to the Council Standard Terms and Conditions of Contract. Link in Section 9.
- 8.2 This Council is bound by procurement rules and cannot enter into any negotiations on the Tender or Contract.
- 8.2 Any contract award will be conditional on the Contract being approved in accordance with the Council's internal procedures and the Council being generally able to proceed and may allow for a standstill period to elapse before sending confirmation of contract award to the successful Tenderer.

9 Appendices

ITEM
Appendix 1 – Liquidated Damages
Appendix 2 – Non-Collusion and Non-Canvassing Certificate(please sign and return)
Appendix 3 – Intention to Tender Form (please sign and return)
Appendix 4 – RIBA Plan of Work 2020 Overview
Please see link for copy of RBC Standard Terms and Conditions/Data Protection Processor Agreement: https://www.rossendale.gov.uk/info/210170/business/10745/working_with_the_council
SIGNED: <i>Jane Riley</i>