



## **INVITATION TO TENDER (NFNPA – 0042)**

**PROGRAMME OFFICER – NEW FOREST NATIONAL PARK LOCAL PLAN  
EXAMINATION**

---

<b>Invitation to Tender issued by:</b>	New Forest National Park Authority
<b>Services required:</b>	Programme Officer – New Forest National Park Local Plan Examination
<b>Proposed contract period:</b>	Mid-April 2018 to end of December 2018 (dependent on Examination timetable)
<b>Deadline for return of Tender:</b>	Thursday 5th April 2018 (Noon – 12pm)

# **Invitation to Tender: New Forest National Park Local Plan – Programme Officer Appointment**

## **1. Introduction**

- 1.1. The New Forest National Park Authority is preparing a new Local Plan to cover the period 2016 - 2036. The Local Plan plays a key role in the delivery of the two statutory National Park purposes and supporting the needs of local communities living in the New Forest. The Local Plan has been developed following several stages of consultation and gathering of evidence that commenced in Summer 2015. The Local Plan includes a total of 54 draft planning policies and a limited number of proposed housing allocations. The 6-week public consultation on the proposed Submission draft Local Plan (which ran from 17 January to 28 February 2018) resulted in representations being received from a total of 188 individual respondents, many of whom made multiple comments.
- 1.2. The representations received are in the process of being analysed and the National Park Authority will have prepared a schedule of recommended minor modifications prior to the submission of the Local Plan. It is the intention of the National Park Authority to submit the Local Plan to the Planning Inspectorate at the end of April 2018.
- 1.3. Assuming this is the case, the examination of the Local Plan and its supporting evidence base will start immediately. It is anticipated that the hearing sessions (estimated at 1 – 2 weeks) will take place in early September 2018, although this will obviously be the decision of the appointed Planning Inspector.
- 1.4. To facilitate the examination process which starts as soon as the Local Plan is submitted, the National Park Authority wish to let a contract for an experienced, independent Programme Officer to administer the process and act as the key point of contact between the Planning Inspector, Officers and interested parties who wish to appear at the examination.

## **2. Programme Officer Tasks and Responsibilities**

- 2.1. The Programme Officer's principal task is to facilitate the efficient and effective organisation and timetabling of the independent examination of the Local Plan under the guidance of the appointed Planning Inspector. This will involve:
  - Drawing up and managing the examination programme and timetable, (including a pre-hearing meeting if required by the Inspector), ensuring that this is undertaken in a cost-effective and efficient manner, and that all participants are kept fully informed.

- Organising the Planning Inspector's workload and managing the programme to achieve the examination timetable requested by the Inspector.
- Providing the link between the Inspector, the National Park Authority, and those who have submitted representations on the Local Plan including agents, legal representatives and objectors.
- Maintaining and managing the database of those making representations for the examination.
- Managing paper and electronic filing systems, applying the necessary levels of public accessibility and personal confidentiality, ensuring that data protection requirements are met.
- Organising the pre-hearing meeting and other meetings that may be required.
- Preparing guidance notes on the preparation of evidence and the running of the examinations and issuing this to those who have submitted representations.
- Managing the examination web pages and document library. Facilitating public access to the library and providing information needed by participants in the examination.
- Receiving and recording documents and submissions for the examination and ensuring the timely submission by participants of examination documents and their distribution.
- Attending the examination, taking accurate notes and minutes on behalf of the Inspector. Assisting the Inspector with the preparation of reports and associated documents as required.
- Arranging and facilitating the hand-over of all examination documents to the National Park Authority after the examination has closed.

2.2. The list above is intended as a guide and is not a comprehensive or exclusive list. In order to deliver the services needed for the examination effectively, a degree of flexibility will be needed, and the successful contractor may be required to undertake work not specifically referred to above.

2.3. It may be possible for the National Park Authority to arrange some administrative support for the Programme Officer to assist with some of the tasks outlined above. If required, this should be stated in the tender with an indication of the specific tasks involved.

### **3. Skills and Experience**

- 3.1. The successful contractor will be expected to demonstrate the following skills and experience:
- Efficient administration or project management skills to co-ordinate the overall examination programme.
  - Experience of working with information systems and document management including managing web based information, spreadsheets and access databases
  - Knowledge of the development plans process and experience of running a Local Plan examination or public inquiry would be desirable.
  - Good communication and interpersonal skills.
  - Ability to organise and keep records effectively.
  - Ability to work flexibly, alone, on own initiative and with minimal supervision.

### **4. Duration**

- 4.1. The Programme Officer appointment will commence in the month preceding the submission of the Local Plan to the Planning Inspectorate. At present, it is anticipated that submission will be at the end of April 2018, which will mean the Programme Officer appointment will commence in mid-April 2018.
- 4.2. Thereafter, the duration of the contract will to a large extent be dependent on the examination process, in particular whether there are any disruptions such as the examination being suspended to allow for any additional work and/or consultation that may be necessary. It is anticipated that the examination will last 1-2 weeks, but this will be determined by the Planning Inspector. The examination is most likely to be held in Lymington. Dependent on the need for a pre-hearing meeting and the length of the examination itself, the bulk of the work required would be completed by the end of October 2018 (provided there are no disruptions) but there may be follow-up tasks pending receipt of the Inspector's Report. These timings are approximate, for guidance only, and the successful contractor will be expected to be able to work to the timetable determined by the Inspector.
- 4.3. The number of hours to be worked each week is likely to vary considerably according to the stage of the examination process reached and the particular requirements of the appointed Planning Inspector. As such, a good degree of flexibility will be required. It is likely that the tasks involved will require around a day a week initially, building up to full time in the period leading up to and including the examination hearings, then falling back to 1-2 days a week towards the end of the process.

4.4. In order to provide the flexibility required for this role, it is anticipated that the Programme Officer will be appointed on a self-employed basis, working from home, and charging the National Park Authority an hourly rate plus any reasonable expenses. The Programme Officer will be expected to attend the National Park Authority offices in Lymington from time to time and liaise with Planning Policy officers. The National Park Authority can offer some office accommodation on a hot desk basis, and administrative support such as photocopying if required. If administrative support is required then this should be stated and details given of what sort of support and when this will be required. The Programme Officer will be responsible for creating and keeping updated the examination webpages with links to the NFNPA website, training related to the NFNPA webpages will be provided if required.

## **5. Tenders**

5.1. Tenders to undertake the Programme Officer role outlined above should be submitted to the National Park Authority.

5.2. Your tender should provide costings including:

- Hourly rate to be charged and what this includes;
- An indication of the likely overall cost of undertaking this role based on the tasks outlined and indicative timetable;
- Contingency costings to deal with any changes to the timetable and tasks that might arise;
- Charging rates for expenses (including mileage);
- The National Park Authority reserves the right to agree a maximum fee with the successful contractor.

5.3. Tenders should be provided on this basis together with relevant information to demonstrate your suitability for the role, including:

- Short supporting statement;
- CV setting out key skills and experience;
- Contact details of two referees;
- Declaration of potential conflicts of interest or confirmation that there are none;
- Hourly rates and indicative overall cost;
- Please indicate clearly if VAT is payable and if you are VAT registered;
- Evidence of public liability insurance

5.4. Please also confirm your availability to undertake this role to the timetable outlined, and flexibility to adjust the timetable as circumstances require.

## 6. Restrictions

- 6.1. As the position relates to the New Forest National Park Local Plan which ultimately will be used to guide planning decisions, if you are in any way involved in planning issues in the New Forest National Park now or potentially in the future, it is likely that there would be a conflict of interest that would preclude you from undertaking the role. Please declare any potential conflicts of interest as part of your submission.

## 7. Timetable for Tender Submission and Award of Contract

- 7.1. Submissions should be received no later than **Noon 12pm on Thursday 5th April 2018**. Please follow the instructions for tenders given in Appendix 1.
- 7.2. As part of the assessment process, it is possible that you will be invited to an interview at the National Park Authority offices in Lymington, although this will depend on the number and nature of submissions received. This would take place in the week commencing Monday 9 April if required.
- 7.3. The following timetable is proposed for the award of the contract:

<b>Activity</b>	<b>Date</b>
Invitation to Tender issued	19 <sup>th</sup> March 2018
Closing date for return of Tenders	Noon 12pm 5 <sup>th</sup> April 2018
Evaluation and selection of Tenders	6 <sup>th</sup> April 2018
Interviews (if required)	w/c 9 <sup>th</sup> April 2018
Award of Contract	13 <sup>th</sup> April 2018
Service commencement	16 <sup>th</sup> April 2018 (tbc)

## Appendix 1 – Instructions for tenders

### A. Tender submissions

- A.1. All submissions should be made through our [In-tend portal](#) and must be submitted by **12 noon Thursday 5 April 2018**.
- A.2. All late tenders will be rejected.

### B. Assessment of submissions

- B.1. The contract will be awarded on the basis of confidence in the contractor achieving a high standard of work, completing the work in accordance with the timetable set by the Planning Inspector, and delivering good value for money. Appointment will be made on the basis of the submission, the detailed costings and, if required, an interview.
- B.2. The tenders will be evaluated on the basis of the following criteria:

Criteria	Score	Weighting
Education/training and knowledge of the planning system	1-5	20%
Skills and experience in public examinations or similar administrative processes	1-5	30%
Ability to meet the requirements of the specification	1-5	30%
Value for money (pricing)	1-5	20%
<b>Total: (out of 20)</b>		

- B.3. The following definitions will be used in scoring submissions:

Score	Definition
1	Criteria not met/response is totally unsatisfactory. Does not meet minimum requirements or provide a solution
2	Only partially satisfies requirement, major deficiencies apparent.
3	Response meets acceptable criteria but is not comprehensive. Is sufficient response but more detailed proposals would score higher.
4	Response satisfies requirement and the details provided support the bid and add a good degree of value and information.
5	Proposals very comprehensive and/or innovative so as to exceed expectations

## **C. Appointment**

- C.1. Following evaluation of the Tenders the Authority will make a decision on which, if any, Tender(s) shall be accepted. The Preferred Supplier will be notified when a decision on appointment has been made by the Authority in accordance with its Financial Regulations.
- C.2. Please note that the Authority reserves the right not make any appointment and not to accept the lowest priced Tender. Any costs incurred in preparing a Tender or attending an interview if required are entirely at your own risk. The successful Contractor will be invited to enter into a formal contract with the Authority in the terms of this Invitation to Tender and the successful Tender.

## **D. Clarification & Queries**

- D.1. All queries relating to this brief should be submitted through our [In-tend portal](#).
- D.2. Please note that to ensure fair and open competition, all substantive responses to any questions raised by interested suppliers will be made available to all other suppliers where appropriate. Any such clarifications will be posted on our In-tend portal and you will receive email notification to make you aware of this (you must be registered on the site in order to receive these).

## **E. Freedom of Information**

- E.1. Information relating to any contract or procurement exercise to which the Authority is a party, including information about price and performance, is covered by the Freedom of Information Act 2000 (the Act). The Authority is under a legal obligation to disclose such information if requested unless an exemption under the Act applies.
- E.2. Any person submitting a Tender should, as part of the contract process, inform the Authority of any information which it regards as being confidential and/or eligible for a claim for exemption from disclosure by the Authority under the Act. The final decision as to what information can be disclosed rests with the Authority.

## **F. Disqualifications**

- F.1. The Authority will not consider any Tender in respect of which the Respondent or any person acting on the Respondent's behalf, or with the consent, approval or knowledge of the Respondent is reasonably believed to have:
- directly or indirectly canvassed or attempted to canvass any Officer or Member of the Authority;
  - obtained or attempted to obtain information concerning the Invitation to Tender or award of the Contract or any other Tenders from any Officer or Member of the Authority or any other person who supplies services to the Authority;

- fixed or adjusted or attempted to fix or adjust the prices shown in the costings for the tender by or in accordance with any agreement or arrangement with any other person;
- communicated or attempted to communicate to any person other than the Authority the amount or approximate amount of the prices shown in the costings for the tender, except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or for the purposes of insurance or financing;
- entered or attempted to enter into any agreement with any other person to the effect that such other person shall refrain from submitting a Tender, or shall limit or restrict the prices to be shown or referred to in another Tender;
- paid, offered or agreed to pay to any person any sum of money, inducement or valuable consideration, directly or indirectly, for doing or having done or causing or having caused to be done, or forbearing to do in relation to a Tender; or
- committed an offence under the Prevention of Corruption Acts 1889 to 1916 or given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972 or the Bribery Act 2011.

## **G. Contract, Termination, Ownership and Intellectual Property Rights**

- G.1. Nothing in this specification in any respect whatsoever constitutes a contract of employment.
- G.2. The contract for the role will be awarded by the New Forest National Park Authority and all submissions are required to comply with the New Forest National Park Authority 'Standard Conditions of Contract for Services' which will be used to draw up the contract with the winning contractor
- G.3. Termination: Given the timetable for the Examination is determined by the Planning Inspector, early termination of this contract by the contract holder for whatever reason would be likely to impact on the running of the examination and could result in the Authority incurring costs. If the appointed contractor wishes to terminate this contract, one months' notice must be given unless this is not possible (for example for immediate health reasons). The New Forest National Park Authority reserves the right to pursue any costs incurred as a result of the early termination of the contract from the contract holder and requires evidence of suitable Professional Indemnity Insurance held by the contractors for this purpose. The contractor will be required to provide the data, information and draft reports which have been developed up to the point of termination.
- G.4. All materials and documents created or received as a consequence of fulfilling the duties of the Programme Officer will be in the public domain in line with the requirements of Regulations and guidance regarding the procedures for public examinations.

## **H. Guarantees and Disputes**

- H.1. It is expected that the contract will be undertaken according to this Specification and contract issued, and also in the spirit of achieving a good working relationship between the client (New Forest National Park Authority), Planning Inspector and contractor commissioned. However, in the event of a dispute relating to the contract, disputes will sought to be resolved between the named Responsible Officer and the contractor, before escalating unresolved matters though more formal procedures if necessary.
- H.2. The contract is dependent on the Programme Officer maintaining a good working relationship with the appointed Planning Inspector. If a resolution cannot be found the New Forest National Park Authority reserves the right to terminate the contract early. Payment will be made for satisfactory work delivered but no compensation will be payable.
- H.3. Guarantees: The contractor shall be responsible for the accuracy of all documentation and information supplied in connection with the services contracted, and shall pay the New Forest National Park Authority any extra costs occasioned by any discrepancies, errors or omissions therein.

## **I. Payment**

- I.1. The contractor will be paid on a monthly basis in arrears, on receipt of timesheets recording time spent and the tasks completed, plus details of expenses.
- I.2. Should the successful contractor fail to provide the agreed outputs to satisfactory quality and / or to agreed deadlines, New Forest National Park Authority reserves the right to make payment in part only for the satisfactory work delivered.