



## **Invitation To Quote:**

### **Land Agent Services for StARR**

**August 2019**



**European Union**

European Regional  
Development Fund



## 1. Introduction

Cornwall Council is seeking quotes from suitably qualified firms to provide Land Agent representation and services for a complex and high profile flood mitigation project in mid-Cornwall.

The St. Austell Bay Resilient Regeneration Project – StARR - aims to address under investment and high deprivation in the area by reducing flood risk, and improving resilience to the effects of climate change. It is an innovative and transformational regeneration scheme with a focus on addressing the present and future flooding risk.

The overall programme of delivery is jointly led by the Environment Agency and Cornwall Council and is funded through the Environment Agency, Cornwall Council and the European Regional Development Fund (ERDF). The programme has two distinct parts with the Environment Agency leading on major interventions and Cornwall Council leading the ERDF funded urban infrastructure elements.

Cornwall Council seeks the services of a Land Agent for the CC led part of the scheme only.

**The CC led scheme involves around 28 separate flood interventions with up to 21 private landowners affected by the proposals. CC intend to appoint a firm to act on behalf of Cornwall Council and provide skilled capacity and resource to the Project Team.**

Please note, the appointed firm will be contracted to, and acting on behalf of Cornwall Council with the day to day management of the commission being overseen by Cornwall Development Company. The appointed firm will be expected to work closely with the full project team including representatives from services across Cornwall Council, the Environment Agency and appointed contractors.



## 2. Requirements

Services are required over a two year period

Quotes, to provide the following, are invited;

- Lead negotiations with identified private landowners for land access for survey & pre-construction work
- Leading negotiations on land acquisition and compensation events including valuation.
- Supporting CC officers with landowner engagement including early pre-negotiation meetings (minimum 1 x 1 hour meeting per landowner).
- Red Book Valuation
- Attendance at Project boards / meetings – envisaged to be 6 per year in total x 2 hours each.
- Drafting instruction for CC Legal services & working closely with CC Property.
- Ad-hoc & reactive advice to project team pertaining to land matters at all stages of project delivery. Please ensure in your response you detail your proposed response timescale to ad-hoc queries and requests for advice.
- Advising CC on levels of reasonable third party fees on a case by case basis.
- Associated Land Registry and / or other relevant searches for robust due diligence.

It is important to note that StARR is complex, high profile and in some instances, sensitive, project. As such we are seeking to appoint a firm that can represent Cornwall Council demonstrating; appropriate skills and experience of delivering a responsive and quality service under pressurised and challenging circumstances.

The appointed firm will be expected to work closely with Cornwall Council officers including our internal Property service, Legal and Programme Management.

## 3. Payment Schedule

Quotes must show total maximum costs to deliver the service over a two year period.



Services will not be required on a flat line basis. Packages of work will be instructed by the appointed Contract Manager and must be invoiced monthly in arrears, against a Purchase Order.

#### 4. Responses

Quotations will be assessed against Value for Money (price and quality) and Capacity.

##### The value for money assessment

- 1) Price (30 marks. Please note:** The lowest bid will be awarded the full 30 marks. Other bids will be awarded a mark that is proportionate to the level of their bid in comparison to the lowest bid)

You must provide an overall budget for the full commission and a breakdown of how costs have been compiled against the services required detailed above.

Costs must be for delivering services for a two year period and include all travel, disbursements and include an allowance for statutory fees such as Land Registry.

In your response please show;

- Hourly & day rates for identified staff. Costs must include all travel & disbursements.
- How much time, for each identified staff member, is allocated to the commission.
- The proposed allowance for statutory fees

Please also show hourly rates applicable to additional work not included within this scope.

Show costs **exclusive** of VAT.

The maximum threshold for compliant responses is £50K for the duration of the contract. Any responses exceeding this limit will be rejected.



## 2) Quality and Competency (50 marks)

In your submission response please provide the following information:

- Detail your experience of delivering similar services. Include information on staff – skills deployed to the commission.
- Details of relevant professional qualifications
- What measures / processes you have in place to ensure quality of delivery and how would these be applied to the proposed contract.

Please include details of similar commissions you have delivered, public sector framework appointments (where relevant) and highlight any experience or knowledge of;

- Use of Statutory Powers such as but not limited to the S165 Water Resources Act
- Compulsory Purchase Orders

## The Capacity Assessment (20 marks)

In your submission response please provide the following information:

- Confirmation of capacity to deliver and manage the contract as described above, including details of staffing resources to be deployed to the project.

Please note, we are seeking to appoint a firm that, along with competitive value for money, can demonstrate staffing resource is available to provide a flexible and highly responsive service.

## 5. Additional Information

CDC/CC wishes to ensure that its contractors, suppliers and advisers comply with its corporate requirements when facilitating the delivery of its services. It is therefore necessary to ensure that the contractor can evidence their ability to meet these requirements when providing the services under this commission.

All quotation returns must include confirmation that evidence of the following



can be provided if the bid is successful.

#### *Equality and Diversity*

CDC/CC is committed to providing services in a way that promotes equality of opportunity. It is expected that the successful bidder will be equally committed to equality and diversity in its service provision and will ensure compliance with all anti-discrimination legislation. The bidder will be required to provide a copy of their Equality and Diversity Policies/Practices if successful in securing this contract.

#### *Environmental Policy*

CDC/CC is committed to sustainable development and the promotion of good environmental management. It is expected that the successful bidder will be committed to a process of improvement with regard to environmental issues. The bidder will be required to provide a copy of their Environmental Policies/Practices if successful in securing this contract.

#### *Indemnity and Insurance*

The contractor must effect and maintain with reputable insurers such policy or policies of insurance as may be necessary to cover the contractor's obligations and liabilities under this contract, including but not limited to:

- Public liability insurance with a limit of liability of not less than £5 million;
- Employers liability insurance with a limit if liability of not less than £5 million

All insurances shall cover for any one occurrence or series of occurrences arising out of any one event during the performance of this contract.

The bidder will be required to provide a copy of their insurance policies if successful in securing this contract.

In addition, the contract will be subject to the following legislation.

#### *Freedom of Information Legislation*

CDC/CC may be obliged to disclose information provided by bidders in response to this Invitation to Quote under the Freedom of Information Act 2000 and all subordinate legislation made under this Act and the Environmental Information Regulations 2004 (Freedom of Information





Legislation). Bidders should therefore be aware that the information they provide could be disclosed in response to a request under the Freedom of Information Legislation. CDC/CC will proceed on the basis of disclosure unless an appropriate exemption applies.

Bidders should be aware that despite the availability of some exemptions, information may still be disclosed if it is in the public interest.

#### *Prevention of Bribery*

Bidders are hereby notified that CDC/CC is subject to the regulations of the Bribery Act 2010 and therefore has a duty to ensure that all bidders will comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including, but not limited to, this legislation.

#### *Health and Safety*

Bidders must at all times comply with the requirements of the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1992 and all other statutory and regulatory requirements. The bidder will be required to provide a copy of their Health & Safety Policies/Practices if successful in securing this contract

#### *Exclusion*

CDC/CC shall exclude the bidder from participation in this procurement procedure where they have established or are otherwise aware that the organisation, to include administrative, management or supervisory staff that have powers of representation, decision or control of the applicant's company, has been the subject of a conviction by final judgment of one of the following reasons:

- Participation in a criminal organisation
- Corruption
- Fraud
- Terrorist offences or offences linked to terrorist activities
- Money laundering or terrorist financing
- Child labour and other forms of trafficking in human beings

#### *Sub-contracting*

Bidders should note that a consortium can submit a quotation. The sub-contracting of aspects of this commission after appointment will not be



allowed without the prior written consent of the client, however.

#### *Document Retention*

All documentation (electronic and hard copy) produced as part of this contract will need to be returned to CDC/CC at the end of the contract so that we can retain them for future reference/audit. The contractor will not be expected to store these documents for future reference.

#### *Conflicts of Interest*

Bidders must provide a clear statement with regard to potential conflicts of interests. Therefore, **please confirm within your Quotation submission** whether, to the best of your knowledge, there is any conflict of interest between your organisation and CDC/CC or its project team that is likely to influence the outcome of this procurement either directly or indirectly through financial, economic or other personal interest which might be perceived to compromise the impartiality and independence of any party in the context of this procurement procedure.

Receipt of this statement will permit CDC/CC to ensure that, in the event of a conflict of interest being notified or noticed, appropriate steps are taken to ensure that the evaluation of any submission will be undertaken by an independent and impartial panel.

## **6. Queries & Submission**

Please direct queries to [claire.hurley@cornwalldevelopmentcompany.co.uk](mailto:claire.hurley@cornwalldevelopmentcompany.co.uk) no later than midday Wednesday 14<sup>th</sup> August 2019. Queries (anonymised) and responses will be posted to Contracts Finder no later than Friday 16<sup>th</sup> August.

## **7. Deadline**

Submissions to be emailed to [claire.hurley@cornwalldevelopmentcompany.co.uk](mailto:claire.hurley@cornwalldevelopmentcompany.co.uk) no later than **midday Wednesday 21<sup>st</sup> August 2019**.

Please note large electronic files may be rejected by the system and we advise you to keep responses

Firms will be notified of the outcome no later than Friday 30<sup>th</sup> August 2019.



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## Disclaimer

The issue of this documentation does not commit CDC/CC to award any contract pursuant to the Invitation to Quote process or enter into a contractual relationship with any provider of the service. Nothing in the documentation or in any other communications made between CDC/CC or its agents and any other party, or any part thereof, shall be taken as constituting a contract, agreement or representation between CDC/CC and any other party (save for a formal award of contract made in writing by or on behalf of CDC/CC).

Bidders must obtain for themselves, at their own responsibility and expense, all information necessary for the preparation of their Quotation responses. Information supplied to the bidders by CDC/CC or any information contained in CDC/CC's publications is supplied only for general guidance in the preparation of the Quotation response. Bidders must satisfy themselves by their own investigations as to the accuracy of any such information and no responsibility is accepted by CDC/CC for any loss or damage of whatever kind and howsoever caused arising from the use by bidders of such information.

CDC/CC reserves the right to vary or change all or any part of the basis of the procedures for the procurement process at any time or not to proceed with the proposed procurement at all.

Cancellation of the procurement process (at any time) under any circumstances will not render CDC/CC liable for any costs or expenses incurred by bidders during the procurement process.

