

# **Highways England Energy Efficiency and Noise Insulation Project**

**ITT (MINI-COMPETITION)**

**UNDER THE NATIONAL FRAMEWORK FOR ENERGY PERFORMANCE  
CONTRACTING (RE:FIT)**

**Ref: RM3768**

**FOR**

**Highways England to implement an energy performance contract at selected  
premises included in this ITT (Mini-Competition)**

This ITT uses the Re:fit Mini-Competition Option 2 (“**Target Bid**” as described in Schedule 1 to the Framework Agreement). The Contracting Authority intends to select a Service Provider to work with it closely in order to improve the energy efficiency of selected premises, through measured and verified energy efficiency improvements, that will also reduce emissions and save money through guaranteed annual cost savings.

Highways England has a key performance indicator to mitigate noise at 1150 Noise ‘Important Areas’ (IAs) by March 2020. This KPI is enabling the funding of a Re:fit project to delivery energy efficiency to households through improved windows. These improvements will also provide reduced overall emissions and improve the noise insulation at the properties. Highways England have undertaken a study to determine the most appropriate mitigation measure for all 2500 of our IAs, and determined that insulation is the most appropriate measure for around 1,000 IAs, containing a total of around 3,000 properties. The work will be funded by Highways England.

The IAs are spread across the Highways England Network (<https://www.gov.uk/government/publications/roads-managed-by-the-highways-agency>) which covers motorways and strategic A roads in England. The houses within the IAs are typical of a wide sample of current UK housing stock (most properties are houses rather than flats/apartments)

The Project aims to successfully install energy conservation measures to deliver guaranteed energy savings, achieve reductions in carbon emissions and reduce noise levels in habitable rooms to levels below those which can cause adverse health effects. This is likely to be achieved through upgrades to windows and installation of ventilation. Energy and carbon savings could potentially be demonstrated at a simple level through assumptions based on an updated EPC rating for the property after installation.

Highways England require a contractor that can manage all aspects of the scheme, including communicating with residents, surveying of properties to specify the glazing and ventilation requirements, installing the proposed improvements and ensuring quality of the installation. Customer service will also be an important element of the scheme.

Given the nature of the project, it is likely that the following specialisms will be important in producing the Tender Response and delivering the project.

- Acousticians with experience of building acoustics
- M&E specialists
- Stakeholder engagement specialists
- Property surveyors

The expected approach will be to run an initial phase covering around 150 properties in one area. This would then help inform the approach to roll-out across other areas over the time period. Part of the tender approach is to ask Tenderers to provide a solution and price for a small number of example properties in their Tender Response.

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## PROJECT BRIEF

### SECTION 1 - INTRODUCTION AND BACKGROUND

#### 1.1 Brief summary of opportunity

This ITT uses the Re:fit Mini-Competition Option 2 (“**Target Bid**” as described in Schedule 1 to the Framework Agreement). The Contracting Authority intends to select a Service Provider to work with it closely in order to improve the energy efficiency of selected premises, through measured and verified energy efficiency improvements, that will also reduce emissions and save money through guaranteed annual cost savings.

Highways England has a KPI to mitigate noise at 1150 Noise ‘Important Areas’ (“Important Areas” or “IAs”) by March 2020. Important Areas were identified by Defra under their obligation under the European Noise Directive, and represent the areas containing the population most exposed to noise within England. This KPI is enabling the funding of a Re:fit project to delivery energy efficiency to households through improved windows. These improvements will also provide reduced overall emissions and improve the noise insulation at the properties.

This Re:fit Project is very large scale and covers the entire Strategic Road Network in England, and is a great opportunity to also contribute to improvements in the health and quality of life of the population most exposed to high traffic noise levels. The Project has support from the Executive Board of Highways England and the Highways England Noise Stakeholder Group, which includes Defra, Public Health England, the Noise Abatement Society, Environmental Protection UK and the UK Noise Association.

We have undertaken a study to determine the most appropriate mitigation measure for all 2500 of our IAs, and determined that insulation, generally through window replacement, is the most appropriate measure to deliver energy savings, reductions in greenhouse gases and noise reduction for around 1,000 IAs, containing a total of around 3,000 residential properties.

The IAs are spread across our network ( <https://www.gov.uk/government/publications/roads-managed-by-the-highways-agency> ) which covers motorways and strategic A Roads in England. The houses within the IAs are typical of a wide sample of current UK housing stock (most properties are houses rather than flats/apartments)

The objectives of the Project are to deliver guaranteed energy savings, achieve reductions in carbon emissions and reduce noise levels in habitable rooms to levels below those which can cause adverse health effects. This is likely to be achieved through to successfully installing energy conservation measures, principally upgrades to windows and installation of ventilation.

We require a Service Provider to manage all aspects of the scheme, including communicating with residents, surveying of properties to specify the requirements, installing the glazing and ensuring the quality and performance of the energy conservation measures and overall installation. Provision of high quality customer service will be key requirement of the scheme.

The scheme is for residential properties only.

The process of the scheme will be as follows:

- Residents identified and invited to participate in scheme as part of the High Level Appraisal activity
- Investment Grade Proposals undertaken to identify the proposed energy conservation measures, the benefits to be delivered and the detailed costs and implementation approach for individual properties
- Energy conservation measures and any associated measures installed
- Post installation survey as part of the Measurement and Verification approach to assess quality and compliance to the contract

The work will be split into the following phases based on Highways England Regions:

Phase 1a North West (100 Important Areas)

Phase 1b remainder of North West

Phase 2 North East

Phase 3 Midlands

Phase 4 South East

Phase 5 South West

Phase 6 East

Highways England's intention is that the Service Provider will be engaged to undertake and complete the work in respect of Phase 1a before being engaged in relation to Phases 1b to 6. The reason for this is that Phase 1a is a "proof of concept" phase during which Highways England aims to gain an understanding of the likely uptake of the scheme across the country and will decide whether to continue with Phases 1b to 6 of the scheme, based on the experience with Phase 1a.

Nevertheless, it is considered likely that, in order to meet with the overall timetable for the scheme, the Service Provider may have to undertake some mobilisation work in respect of Phases 1b to 6 before a decision is made whether to proceed with Phase 1b and the rest of the scheme. We would invite tenderers to submit their proposals in this regard.

If at any time during or after the completion of Phase 1a, Highways England decides that Phase 1a was not successful, Highways England will instruct the Service Provider not to proceed with Phases 1b to 6 and, if Phase 1a is not completed, may terminate the Works/Optimisation Services Agreement in relation to Phase 1a.

Highways England will consider the tenderers' proposal with regard to mobilisation activities that may need to be carried out in respect of Phases 1b to 6 during Phase 1a in order to meet the timetable for the overall scheme and will consider whether to reimburse reasonable irrecoverable costs in relation to such Phase 1b to Phase 6 activities and any related demobilisation if Highways England decides not to proceed with Phases subsequent to Phase 1a. However, Highways England's liability for any such reimbursement will be strictly capped by reference to a pre-agreed amount. It is intended that any such cap will be set out in the Call Off Contract. "

The database is provided in three formats (ESRI shape file format, Google Earth KMZ format and as a comma separated text file) and contains the following information for each IA:

- Numeric Identifier
- Highways England region
- Highway route along which the Important Area is located
- IA extents (area, length, centroid X coordinate & centroid Y coordinate)
- Number of houses within Important Area
- Nearest Postcode
- Free field daytime and night time noise levels (LAeq07:00-23:00 and LAeq 23:00-07:00)

In addition, the database contains Land Registry Title references for the land within the Phase 1 Important Areas. A Land Registry spreadsheet is supplied separately and identifies the land owner and address information for each Land Registry Title. Highways England will write to Phase 1 properties in March 2017 to invite them to register with the scheme, to help enable survey work to commence as soon as possible following award of the contract.

The scheme requires delivery of mitigation at 400 Important Areas by 31 March 2018 (this total includes the IAs completed in Phase 1a)

with the whole scheme completed by November 2019.

### **Funding and financing approach**

*Self-funding – Budget is approved*

## **1.2 Introduction to the Re:fit programme**

The rising impact and cost of carbon emissions mean that public sector organisations are under increasing pressure to reduce their emissions. In addition, high fuel bills are being seen at the same time as an increasing need for all organisations to achieve savings. As such, reducing carbon emissions leads to direct financial, risk management and reputational benefit to public sector, third sector and commercial organisations alike.

The new Re:fit framework is co-owned by Local Partnerships and the Greater London Authority. It has been developed in partnership with the former Department of Energy and Climate Change and Crown Commercial Service.

Re:fit was originally created in 2008 by the Greater London Authority and is now a national scheme with over 200 organisations signed up and over 600 properties successfully retrofitted.

The robust energy performance contracting approach provides the opportunity to reduce carbon emissions, achieve substantial guaranteed energy savings, and cut costs through energy efficiency and energy generation measures.

Local Partnerships, working with the former Department of Energy and Climate Change and Crown Commercial Service, is continuing to support public sector organisations outside London to implement Re:fit schemes across selected premises and sites.

### **1.3 The Local Partnerships Re:fit team**

Local Partnerships is owned by HM Treasury and the Local Government Association. It helps the public sector deliver locally by providing professional support and advice in areas such as procurement, negotiation and contract management, assurance, funding, sourcing and commissioning, solving problems, achieving savings, shared services and forming effective partnerships.

Local Partnerships operates at a local and national government level across a range of sectors and fields including health, IT, waste, social care, leisure, parking, emergency services as well as core infrastructure projects including bridges, tunnels and roads.

Local Partnerships' Re:fit team can help public sector organisations through every stage of the process, providing hands-on legal, financial, technical, project management and procurement expertise developed in delivering Re:fit projects to date and using the latest templates.

## **SECTION 2 – PROJECT DETAILS**

The objectives of the Project are to deliver guaranteed energy savings, achieve reductions in carbon emissions and reduce noise levels in habitable rooms to levels below those which can cause adverse health effects. This is likely to be achieved through to successfully installing energy conservation measures, principally upgrades to windows and installation of ventilation.

An understanding of the expected energy and carbon savings from reduced heating requirements will be required. These savings could potentially be demonstrated at a simple level through assumptions based on an updated EPC rating for the property after installation.

### **Premises information**

The Contracting Authority has included certain information on Premises in this Project Brief. The information on Premises has been limited and more detailed information, where available, may be provided following selection of the successful Tenderer. If the Tenderer would like any specific information that it believes may help with its Tender Response please use the clarification process described in section 5.

The scheme is for residential properties only and it should be noted that these are not owned by the Contracting Authority.

The information set out in the Appendices is provided by the Contracting Authority to assist the Tenderer in preparing its Tender Response. The Contracting Authority makes no warranty or representation as to the completeness, accuracy or adequacy otherwise of any of the relevant information and the Tenderer acknowledges that it has, in submitting its Tender Response, made its own enquiries (or has made any enquires of the Contracting Authority as may permitted in this ITT) to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Contracting Authority before submitting its Tender Response so as to be, as far as reasonably possible, satisfied in relation to all matters connected with this ITT (including the potential performance of its obligations under any Contract). The Tenderer shall be responsible for the accuracy of all drawings, documents and information supplied to the Contracting Authority by the Tenderer as part of its Tender Response and shall be liable to the Contracting Authority for any losses occasioned by any discrepancies, errors or omissions therein.

### **Contracting Authority policies and guidelines**

Please see policy documents on Bravo Solutions ITT 3212 <https://highways.bravosolution.co.uk>  
By submitting a Tender Response, Tenderers confirm that they will, and shall ensure any sub-contractors will, comply with any applicable policies and processes of the Contracting Authority relevant to the Services being supplied (including any listed in Appendix 15).

**Note that the Service Provider is not given any exclusivity in relation to the Premises listed in Appendix 1.**

**Indicative outline Project timetable**

<b>Milestone</b>	
Selection of Service Provider	27 March 2017
Contract Award	31 March 2017
Service Commencement Date	15 April 2017
Complete Scheme at a total of 400 important Areas	31 March 2018. (this total includes the IAs completed in Phase 1a)
Service End Date	30 November 2019

The Service Provider shall provide a detailed programme plan.

## Legal

There is included at Appendix 14 a suitably tailored draft Contract, consistent with this ITT. This is a mark-up of Schedule 5 (Call-off Terms and Conditions) to the Framework Agreement, setting out the Contracting Authority's contracting and commercial approach in respect of the required Services.

Subject to early termination, the Contract awarded will be for a period ending on the final date on which all obligations (other than those that are stated to survive expiry or early termination) have been satisfied in full.

The Contracting Authority requires the Service Provider to produce High Level Appraisals and Investment Grade Proposals in accordance with the IGP Services Requirements, which are set out in section 3.1 of this Project Brief.

The headline contractual requirements (as reflected in the terms of the draft Contract) are as follows:-

<u>Required Insurances -</u>	
Public liability Insurance:	Limit of indemnity of not less than £10000000
Employer's liability Insurance:	Limit of indemnity of not less than £10000000
Professional indemnity Insurance:	Limit of indemnity of not less than £10000000
Security:	See schedule 9 of the Contract. The proposed form of bond will be provided in the week commencing 6 March 2017.
IGP Services Fee:	To be confirmed in accordance with the process under Schedule 5 (IGP Services) of the Contract
Deductions:	Not Used
The Contracting Authority's requirements in relation to the Savings Guarantee:	As to be stated in the Final IGP
Base Line:	As set out in any Final IGP
Consequences of Savings Guarantee not being achieved:	For the purposes of paragraph 3.2 of Schedule 3 (Savings Guarantee) to the Contract, the multiplied value will be fifteen (15).]
Savings Guarantee Start Date:	This will be confirmed in the Final IGP
Payback End Date:	This will be confirmed in the Final IGP.
Contracting Authority's right to make a refund:	The Contracting Authority does not envisage that it will need to make such refunds. However, Highways England will confirm the position in the Final IGP under Schedule 5

	(IGP Services) of the Contract.
Service Provider liability caps under clause 41.3 of the Contract	See 41.3 of the Terms and Conditions

In relation to any works, the Contracting Authority will adopt NEC3 model form industry standard contract, incorporating main pricing option A, a bespoke schedule of amendments and additional conditions, as set out in Schedule 6 of the draft Contract.

**Facilitation Services Rebate**

There is no Facilitation Services Rebate payable by the Service Provider

**CCS Fee**

The Contracting Authority is a CCS Fee Authority.

**Other points**

Service Commencement Date:

The Service Commencement Date shall be as confirmed by the Contracting Authority.

Please note there are two corrections which were made to the template call-off terms and conditions following award of the framework agreement and previously advised to all Tenderers. These have been incorporated into the draft Contract and are:

- Schedule 5 (Call-off Terms and Conditions): clause 50.3 amended to refer to assistance under “[ clause 50.1(c),] clause 50.1(d) and clause 50.1(e)” rather than assistance under “[ clause 50.1(d),] clause 50.1(e) and clause 50.1(e)”

## **SECTION 3 - REQUIREMENTS**

Without prejudice to any relevant provision in the Contract, each of the Requirements shall include that the Service Provider shall (and shall procure that all of its sub-contractors engaged in any of the Services shall) comply with the policies listed in Appendix 15 (including as these may be updated from time to time as notified to the Service Provider), and the Contracting Authority shall make any such policies (including as these may be updated from time to time) available to the Service Provider on reasonable request during the Contract Period.

It is inherent in and critical to the proper operation of the Contract that the Contracting Authority shall always be reasonable in requiring that a Final IGP includes terms which present, as far as reasonably possible, an optimal solution (including as may have been agreed in an HLA) and accordingly neither an HLA nor an IGP shall be considered as an “other document” for the purposes of clause 53.3(h) of the Contract.

### **3.1 IGP Services Requirements**

This section sets out the key performance, strategic and other requirements, along with key assumptions, together comprising the IGP Services Requirements.

#### **Health, Safety and Environment**

The Service Provider shall produce a Health & Safety and Environment (HSE) Plan for the scheme.

As minimum, the HSE Plan shall include:

- Identification of Health and Safety risks, mitigation and residual risks
- Measures to maximise the whole life sustainability performance of the products use within scheme
- A method to calculate carbon savings/costs of the overall scheme

The Service Provider shall submit the Health, Safety and Environment Plan to the Contracting Authority for approval within 2 weeks of Service Commencement Date. Thereafter the Plan shall remain a live document and be updated by the Service Provider as necessary. The plan and any updates shall be submitted to the Contracting Authority for approval prior to implementation. The Service Provider shall follow the Plan throughout the duration of the scheme ensuring on-going value for money

#### **Value for Money**

The requirements below are set out in terms of value for money. The Contracting Authority will look to balance costs and benefits both at individual properties and for the programme overall. It is envisaged that the solutions proposed for the example properties shown within the pricing schedule on Bravo Solutions should cover the some likely types of properties to arise. However, where dwellings have previously been installed with reasonably performing sound insulation and/or ventilation or where the solution is unusually complex, more detailed consideration of value for money will be required. Conversely, where it is possible to better the minimum standards set out in the following sections for a reasonable cost, this shall be considered by the Contracting Authority.

Value for money decisions will balance cost and budget but will maintain the objectives of the Project.

### **Customer service and interaction**

The Service Provider shall develop and submit to the contracting authority for approval, a communication plan for the scheme within 2 weeks of Service Commencement Date. Thereafter the Plan shall remain a live document and be updated by the Service Provider as deemed necessary by the Service Provider or Contracting Authority. The plan and any updates shall be submitted to the Contracting Authority for approval prior to implementation. The plan shall include the following elements as a minimum,

- Customer contact facilities (a letter of introduction, telephone, email and post);
- Production of scheme information leaflets; and
- Setting up and maintenance of scheme website

Other elements may be included within the communication plan provided that they are considered by the Contracting Authority to provide value for money.

All publicity materials shall be submitted by the Service Provider to the Contracting Authority for approval prior to release in to the public domain.

The Service Provider shall set up a complaints procedure for approval by the Contracting Authority. The procedure shall include a process for notifying complaints and their outcome to the Contracting Authority. The procedure shall include provision for escalation to the Contracting Authority in the event that the complaint cannot be resolved to the satisfaction of the customer.

### **High Level Appraisals**

Highways England envisage meeting the cost of the Service Provider in relation to meeting their obligations of customer service and interaction (as outlined above) under the HLA.

The detailed process and timescales for producing and agreeing High Level Appraisals is to be determined by agreement between the Contracting Authority and the successful Tenderer following contract award. The process is expected to be an efficient and allow IGPs to be progressed on properties once minimum requirements have been met.

The format and required content for the information provided as the High Level Appraisals is to be determined following contract award. This agreed format and content will then be deemed to be the HLA Template including the HLA Guidance.

Revised timescales for HLA(s):

The detailed process and timescales for producing and agreeing High Level Appraisals is to be determined by agreement between the Contracting Authority and the successful Tenderer following contract award.

### **Investment Grade Proposals**

It is expected that an Investment Grade Proposal will be required for each of the Premises and the Contracting Authority may require a document providing a summary of all Investment Grade Proposals within any IGP Phase; the Service Provider shall provide such document at no extra charge to the Contracting Authority following reasonable request.

Revised timescales for IGP(s):

The detailed process and timescales for producing and agreeing Investment Grade Proposals is to be determined by agreement between the Contracting Authority and the successful Tenderer following contract award.

Pursuant to paragraph 5.1 of Schedule 5 (IGP Services Conditions) to the draft Contract, the process for agreeing IGPs shall be repeated on a phased basis in accordance with timescales to be determined by agreement between the Contracting Authority and the successful Tenderer following contract award.

Pursuant to paragraph 4.2 of Schedule 5 (IGP Services Conditions) to the draft Contract, as the Project / the first and subsequent IGP Phases are anticipated to involve multiple Premises, the timings for submission of multiple Draft IGPs are to be determined by agreement between the Contracting Authority and the successful Tenderer following contract award

**Survey of identified dwellings and production of Investment Grade Proposal.**

The service provider shall not proceed with the survey until permission has been granted by the house owner (who may not be the occupier of the building). The service provider shall take note of the occupier’s rights before arranging a survey and shall adopt a property-specific safe method of working in full compliance with health and safety legislation. The survey shall assess appropriate safe methods of working for delivery of the works on each property as part of the HLA assessment as to suitability of the property for the works.

The noise information database provided as part of the tender package includes free-field noise information for each Important Area. The Service Provider shall use the appropriate noise level for each Important Area for all properties within the Important Area.

The formula below shall be used by the Service Provider to establish which façades of the building are eligible facades for each dwelling.

Façade Angle of view of HE road (as defined in CRTN <sup>1</sup> )	Façade noise level (dB)
Zero angle of view	Database noise level – 30 + 2.5
Angle of view (a)	Database noise level - 10log(a/180) + 2.5

Eligible facades being those where predicted noise levels are greater than or equal to 67.5 dB  $L_{Aeq}$  (07:00 – 23:00) or 57.5 dB  $L_{Aeq}$  (23:00 – 07:00)

The Service Provider shall undertake visual surveys of each dwelling to determine the number of eligible habitable rooms on each eligible facade. An eligible habitable room being a living room or bedroom having door or window in an eligible facade.

The visual survey shall be undertaken by a suitably qualified and competent person to identify/determine the following:

<sup>1</sup> Calculation of Road Traffic Noise, DoT 1988

- The construction and initial estimates of the sound insulation performance of window systems, doors and other building elements of the façade of the eligible room,
- Existing ventilation openings and dimensions of these within each eligible room and establish if the ventilation openings are sound attenuating ,
- Interior dimensions of each eligible room,
  
- The size/type and kilowatt rating of each combustion device in the eligible room,
- The presence of any existing mechanical ventilation systems and their respective ventilation rates.
- To identify existing means of escape from eligible rooms
- Structural soundness and obvious defects in the facades of eligible room/dwelling.

The survey will also include producing an energy performance certificate, or similar approach, to state the energy efficiency rating before the proposed ECMs and then the rating that is anticipated following the installation of ECMs. This will be used as the basis for calculating energy and emissions savings.

On completion of the visual surveys the Service Provider shall determine the 16 hour  $L_{Aeq}$  internal ambient noise level within each eligible room when exposed to the predicted road traffic noise level. The internal ambient noise level prediction being based on the façade noise levels and the estimated sound insulation level of the façade elements of the eligible habitable room.

In situations where the acoustic performance of the building fabric cannot reliably be determined from the visual survey the Service Provider shall undertake sound insulation measurements in accordance with *BS EN ISO 16283-3:2016 Acoustics - Field measurement of sound insulation in buildings and of building elements -- Part 3: Façade sound insulation* to determine the façade sound insulation and predict internal road traffic noise levels. In addition the Service Provider shall undertake field sound insulation measurements as above in 1 in 10 eligible rooms as identified by the Project manager.

As a minimum, the report shall include the following information, although proposals to record additional information from the Service Provider where these offer value for money: The report shall include photographs to support the information provided.

- Floor plan of dwelling showing dimensions of rooms and windows.
- Details of construction of building elements (doors/windows/walls/ventilation) together with acoustic performance of each element
- Acoustic performance of each façade of each eligible habitable room
- Ventilation performance of each eligible habitable room
- Identification of means of escape
- Location of any potential issues with structural soundness or obvious defects within the building.
- The current energy efficiency rating, the predicted rating post the works and carbon use of the property
- Likelihood of presence of Asbestos in areas to be disturbed
- Any issues identified relating to ensuring the works can be carried out in full compliance with health and safety legislation

## **Acoustic Requirements**

The Service Provider shall propose solutions and provide design, procurement and installation costs to comply with the standards below for each eligible habitable room.

For advice and information, Annex G of BS 8233 provides advice on the design requirements for achieving internal noise levels.

Where it includes value for money, the proposals shall include insulation works (including but not limited to replacement windows, doors or secondary glazing) to reduce road traffic noise level inside dwellings to achieve:

- a) inside eligible habitable rooms

35dB<sub>L<sub>Aeq,16hr</sub></sub> ( 07:00 – 23:00) living rooms, bedrooms and dining rooms,

30dB<sub>L<sub>Aeq,8hr</sub></sub>(23:00 – 07:00) bedrooms

- b) An improvement in internal road traffic noise levels during the day and night of 5dB below existing noise levels internally within rooms.
- c) Internal ambient noise levels that are 10dB lower than those that prevail within the property prior to the implementation of the proposed noise insulation works, where this provides value for money according to the judgement of the PM.

The noise insulation provided by the proposed windows shall be certified in a laboratory in accordance with BS EN ISO 10140-2: 2010 *Acoustics. Laboratory measurement of sound insulation of building elements. Measurement of airborne sound insulation*, and rated in accordance with BS EN ISO 717-1:2013. *Acoustics. Rating of sound insulation in buildings and of building elements*. Any openable window or door areas shall be shut during testing.

The noise insulation provided by any proposed natural/passive ventilators shall be certified in a laboratory in accordance with BS EN ISO 10140-2:2010 *Acoustics. Laboratory measurement of sound insulation of building elements. Measurement of airborne sound insulation* and rated in accordance with BS EN ISO 717-1:2013 *Acoustics. Rating of sound insulation in buildings and of building elements*.

The proposed noise insulation shall be constructed with, and shall maintain during their design life (which should be to industry good practice), a standard of seal that shall maintain the specified sound insulation performance.

The seals used shall be selected to accommodate fully the range of dimension tolerances associated with fabrication and installation of the windows and shall be formed from materials capable of maintaining their elastic qualities, dimensions and resistance to physical or chemical attack sufficient to maintain the full acoustic performance during their design life.

The interfaces between the noise insulation works and the pre-existing constructions must be acoustically well-sealed so that they do not degrade the overall sound insulation provided by the building envelope.

The Service Provider shall ensure that the proposed mitigation works do not compromise the structural integrity of the building and DCLG *Housing Health and Safety Rating System* and other standards.

### **Ventilation Requirements**

Where it represents value for money, the Service Provider shall propose ventilation to comply with Approved Document Part F and Part J ventilation rates for habitable rooms.

Where it is not value for money to comply with the Part F and Part J, as a minimum, the Service Provider shall propose ventilation openings to habitable rooms to comply with the requirements below:

- a) 5000mm<sup>2</sup> equivalent area or ventilation opening equivalent to the existing provision whichever is the greater.

In any case, ventilation for rooms containing combustion devices shall comply with Approved Document Part J.

Where passive/natural means of ventilation are proposed, the Service Provider shall ensure that they provide sufficient noise insulation so that the acoustic requirements are achieved with the ventilator being operated to provide the specified ventilation requirements.

Where mechanical systems are proposed for ventilation purposes, the Service Provider shall ensure that they are designed to achieve no more than NR25 in bedrooms and NR30 in living/dining rooms when operating at the required ventilation rates.

To improve indoor air quality, where it is practicable and cost effective locate mechanical inlet ventilation openings on the non-road facing side of the dwelling.

When undertaking work on or in connection with buildings where special considerations may apply in deciding what is adequate provision for ventilation (see Approved Document Part F clause 3.11), the aim should be to provide adequate ventilation as far as is reasonable and practically possible. The work should not prejudice the character of the building or increase the risk of long term deterioration of the building fabric or fittings. Such buildings may include: listed buildings; buildings in conservation areas; buildings of architectural and/or historic interest; and buildings of traditional construction with permeable fabric.

### **Approval of IGPs**

Following the HLA and survey reports, the Service Provider shall submit, to the Contracting Authority, documentary evidence that the proposals for each property meet the acoustic, ventilation and energy saving specifications for each property and the property is suitable for undertaking the installation works. The Contracting Authority shall approve installation where the Service Provider has demonstrated that the measures meet value for money the minimum requirements of the scheme or exceed the minimum requirements where this provides value for money. The Service Provider shall be responsible for ensuring that the installation meets the technical requirements. Following approval of the proposals by the contracting authority, the Service Provider shall obtain approval for the works from the property owner, and submit this to the Contracting Authority.

### **Post completion testing and assurance**

The Service Provider shall undertake post completion sound insulation tests on 1 in 10 dwellings where the works have been completed. Acoustic testing shall be undertaken in accordance with ISO 717-1:2013 *Acoustics - Rating of sound insulation in buildings and of building elements — Part 1: Airborne sound insulation*. Test may be witnessed by the Project manager or their technical advisor.

Where any tests show that the works have not met the required standards, the Service Provider shall, at their expense,

- undertake works to ensure that the required performance is met and shall thereafter repeat the test; and,
- undertake 2 further acoustic tests at other properties selected by the Contracting Authority.

Should the further tests show that the required standards are not met, and then the above clauses will apply to the further tests.

Final payment is on proof of final test for property.

Making good should only be to disturbed areas and should be to standard agreed with highways England prior to removal of the windows

A warranty pack should be handed to the homeowner along with the installer's, contacts and a letter making it clear that responsibility for any warranty claims lies between the homeowner and the installer and Highways England having provided the windows have no further responsibility in regard maintenance and warranty issues.

### **Reporting**

The Service Provider shall provide a monthly report to the Contracting Authority detailing scheme progress against programme, and include the following as a minimum

- Summary of numbers of properties at each stage of the scheme process
- Database showing progress of each Important Area and individual property

### **IGP Services Fee**

The IGP Services Fee will be payable in line with the Contract.

### **Investment Grade Proposal Detailed Performance Parameters**

The detailed process and timescales for producing and agreeing High Level Appraisals is to be determined by agreement between the Contracting Authority and the successful Tenderer following contract award. The process is expected to be an efficient and allow IGPs to be progressed on properties once minimum requirements have been met.

The Defined Performance Parameters for the Investment Grade Proposal are to be determined as part of the HLA process. If the Investment Grade Proposal(s) fail to meet the Defined Performance Parameters the Contracting Authority will not be required to pay for the Investment Grade Proposal(s). It's anticipated that the Defined Performance Parameters will be focused upon ensuring that pricing is in line with the agreed pricing approach and that all required steps have been undertaken both before and during the IGP (e.g. appropriate approval to undertake a survey and survey conducted in line with the agreed approach).

## **3.1(a) Key performance requirements**

The requirements stated above in section 3 cover the key performance requirements. There is no maximum Payback Period. The maximum total expenditure for the Project could potentially exceed £20m depending on the number of Premises where ECMs are installed and the nature of the ECMs.

## **3.1(b) Other requirements**

### **Project scope including potential IGP Phases**

The likely Premises for the first IGP Phase are listed in the first table in Appendix 1. This list is indicative only and the Contracting Authority reserves the right to amend this list at its discretion (for example to accommodate changes in priorities).

1. Tenderers are also referred to Appendix 1 for information on the other Premises of the Contracting Authority that could be included in subsequent IGP Phases within the scope of this ITT

### Disruption and impact on Premises

During the period of any Works/Optimisation Services, the Contracting Authority will require that activities are carried out in such a way (including at such times) as may be reasonably necessary to minimise disruption at selected Premises. Examples may include that Works/Optimisation Services shall be carried out only during times that are agreed with the homeowner and occupier (where the occupier is not the home owner). The Contracting Authority shall stipulate any such requirements and these shall be included as part of the relevant HLA/IGP (and reflected in the terms of the associated WOS Agreement). Relevant details of any such restrictions and requirements will also form part of the Works/Optimisation Services Requirements.

### Funding and financing approach

Highways England has approved funding for this Project

### Other (including broader strategic objectives)

NA

## 3.1(c) Key assumptions

### a) Utilities prices - energy and water

For the purpose of this ITT and for producing IGP(s), the annual Utilities savings are to be calculated based on the prevailing average domestic Utilities tariff at the time of the IGP (unless agreed otherwise by the Contracting Authority). For calculating future energy savings applicable to households, the Service Provider should use an up-to-date government published forecast for the applicable Utilities at the time of the IGP.

### b) Carbon Dioxide (“CO<sub>2</sub>”) and CO<sub>2</sub> equivalent (“CO<sub>2</sub>e”) conversion factor

For the purpose of this ITT and throughout the contract period, the annual CO<sub>2</sub>e savings are to be calculated based on the CO<sub>2</sub>e factors shown below (unless specific otherwise by the Contracting Authority acting reasonably in accordance with clause 3.6 of the Contract):

Utilities type	CO <sub>2</sub> e factor (kgCO <sub>2</sub> e / kWh)
Grid supplied electricity	0.41205*
Natural gas	0.18400*
Mains supplied water	0.344 kgCO <sub>2</sub> e per m <sup>3</sup> *

\*2016 Department for Business, Energy & Industrial Strategy: Greenhouse gas reporting – Conversion factors 2016  
<https://www.gov.uk/government/collections/government-conversion-factors-for-company-reporting#conversion-factors-2016>

If Utility savings are made for a Utility type not in the above list then the relevant conversion factor will be applied using the prevailing greenhouse gas reporting – conversion factors 2016 from the Department for Business, Energy & Industrial Strategy.

**c) Savings Guarantee requirements and assumptions**

The Savings Guarantee requirements and assumptions will be as set out in any Final IGP

**d) Costing requirements and assumptions**

Please see pricing schedule on Bravo Solutions

Costs that are to be included are as stated within the Pricing Schedule:

**e) No double reporting**

NA

### **3.2 Works/Optimisation Services Requirements**

The Works/Optimisation Services are to be delivered in line with the Contract and as set out in any Final IGP.

A warranty pack should be handed to the homeowner along with the installer's contacts and a letter making it clear that responsibility for any warranty claims lies between the homeowner and the installer and Highways England having provided the windows have no further responsibility in regard maintenance and warranty issues.

If possible, installation works should be aimed to be undertaken from April to October, to take advantage of better weather conditions. Works shall be undertaken at a time of day to minimise disturbance to residents and their neighbours.

### **3.3 M&V Services Requirements**

The detailed process and timescales for M&V Services is to be determined by agreement between the Contracting Authority and the successful Tenderer following contract award. The process is expected to be efficient and low cost. The calculation of Actual Savings is anticipated to be undertaken on a calculated (“deemed”) basis upon successful completion of the installation.

Rather than having continuous monitoring of performance, the expected approach will be based on assuming performance has been achieved unless a failure is reported during an allowable time period (e.g. 1 year from completion of installation or the Payback Period) as stated in the Final IGP. If a failure has occurred, there will be a Shortfall Value payable that reflects the loss of energy savings.

### **3.4 Maintenance Requirements**

No maintenance requirements

### **3.5 Alternative Financing Requirements**

No alternative financing requirement

## **SECTION 4 – TENDER QUESTIONS AND EVALUATION APPROACH**

This section describes how the Contracting Authority will assess and score Tender Responses.

The Tender Response gaining the highest overall score will be considered as representing the most economically advantageous tender.

The scoring system is detailed below. Tender Responses will be checked for compliance with the requirements of this ITT. Tender Responses which are not substantially complete or which are non-compliant with the ITT may be rejected.

The Contracting Authority may require Tenderers to clarify aspects of their Tender Response. Tenderers should respond to clarification questions as quickly as possible and must respond within any stated timescales, which are likely to be very short.

An affordability review of the highest scoring tender will be carried out.

The tender with the highest total score and an affordable price will be validated. In the event of more than one Tenderer having the same total score, these tenders will be validated.

The Procurement Officer will inform Tenderers whether or not they have been identified for validation. Such notifications must not be taken as inferring acceptance of any tender.

Tenderers shall submit their Tender Responses in writing, including a written response to the questions detailed below.

### **4.1 Question weighting and scoring approach**

Tender Responses will be evaluated in accordance with the Call-Off Award Criteria set out in this section 4. The following tables show the weighting allocated to each criterion and the approach for assessing and scoring Tender Responses.

#### **Call-Off Award Criteria and weightings**

<b>Call-Off Award Criteria</b>	<b>Weighting</b>
<b>Quality criteria (overall)</b>	
1. Project management	20%
2. Analysis and design	20%
3. Installation phase	10%
4. Performance delivery	10%
5. Pricing approach	10%
<b>Price criteria</b>	
6. Price	30%
<b>Total</b>	<b>100%</b>

#### **Scoring**

<b>Call-Off Award Criteria</b>	<b>Question</b>	<b>Maximum mark available</b>	<b>Weighting</b>	<b>Maximum score available</b>
<b>Quality criteria (overall)</b>				
1. Project management	1	100	20%	20

2. Analysis and design	2	100	20%	20
3. Installation phase	3	100	10%	10
4. Performance delivery	4	100	10%	10
5. Pricing approach	5	100	10%	10
<b>Price criteria</b>				
6. Price	6	100	30%	30
		<b>Total</b>	<b>100%</b>	<b>100</b>

The score awarded per question is the mark awarded divided by the maximum mark available, multiplied by one hundred and then multiplied by the weighting for that question:

$$(( \text{mark awarded} / \text{maximum mark available} ) * 100 ) * \text{weighting}$$

For example, if a question has a weighting of 10% and the mark awarded is 80, against a maximum mark available of 100, then the score for that question is 8.

$$(( 80 / 100 ) * 100) * 10\% = 8$$

The total score is the aggregate of the score for each and every question.

All Tenderers may be called to attend meetings to present their Tender Responses and, if required by the Contracting Authority, clarify aspects of their Tender Responses. If these meetings are required, these are likely to take place in the week shown in the proposed procurement timetable in section 5.

The requirement for a meeting, including the approach to be used, will be communicated by the Contracting Authority to all Tenderers in advance. If such meetings are used, these will be an aid to evaluating Tender Responses. The meetings will not be scored in their own right against a separate Call-Off Award Criterion.

Tenderers called to attend any such meetings will be requested to be represented by a maximum of 4 persons and will be asked to confirm contact details at least 48 hours prior to the meeting. The attendees must be key individuals that the Tenderer expects to be directly involved in delivering the proposed solution and must have an understanding of all aspects of the Tender.

Tenderers may be asked to clarify any aspect of their Tender Responses at such a meeting. If this happens, the Tenderer shall, as soon as reasonably practicable after the meeting, write to the Contracting Authority to confirm the clarification response given. This clarification shall be incorporated as appropriate into the Completed Mini-Competition Documents which will form Schedule 1 to any resulting Contract.

The Contracting Authority will finalise its evaluation of Tender Responses (following any such meetings) in order to identify the most economically advantageous tender.

The Contracting Authority will notify all Tenderers of the outcome of this Mini-Competition following the taking of a contract award decision in accordance with the Contracting Authority's governance procedure.

#### **Reserve Bidder Process**

Not applicable for this project

## **4.2 Questions**

Your Tender Response will be deemed to comprise your Proposals for the provision of the Services under the Contract and will also contain your Tendered High Level Appraisal. Those Proposals, through your responses to the questions in this section 4, shall comprise:-

- IGP Services Proposals;
- Works/Optimisation Services Proposals;
- M&V Services Proposals;

Should you be successful in tendering, your Tender Response will form part of the Contract as part of the Completed Mini-Competition Documents.

Your Tender Response must contain responses to the questions 1 to 7 below and address the component parts to each question.

The extent to which your response to the relevant question (e.g. question 1) meets its component parts (e.g. 1.1, 1.2, 1.3 etc.) will be taken into account in the evaluation of your response to that question. The component parts below (e.g. 1.1, 1.2, 1.3 etc.) are not sub-criteria to the Call-Off Award Criteria and are not individually scored or weighted. The Contracting Authority will evaluate responses to Question 6 (Price) as stated in section 4.3.

In answering the questions below, please illustrate with relevant examples.

Tenderers should refrain from making generalised statements and providing information not relevant to the question.

Whilst there will be no marks for layout, spelling, punctuation and grammar, it will assist evaluators if Tenderers pay attention to these areas. Your Tender Response should also address each of the component parts in the order in which they are listed and indicate clearly which component part (i.e. 1.1, 1.2, 1.3 etc.) is being addressed at each stage in the relevant response.

## 1. Project management

**How will your proposed team undertake project management to successfully deliver an optimal solution to the Contracting Authority that is on time, to budget and to the required quality?**

In order to be able to achieve the maximum mark available, in answering this question your response must clearly describe the process that you will follow to successfully develop and manage the Project and must include a full description of:

- 1.1 your project management approach including your approach to risk management (include a risk register covering no more than the top 10 risks)
- 1.2 Provide details of the proposed delivery team, including proposed suppliers and sub Service Providers and what your relationship to them is (including an organisation chart) Include CVs of key personnel (excluded from page count). Share how your team and capabilities will add value to this Project and how you would ensure access to necessary expertise was available throughout the duration of the scheme.
- 1.3 Provide details of previous RE:FIT/ noise insulation /energy efficiency design and installation works designed and installed in residential properties that will be relevant to the requirements of this scheme
- 1.4 What do you see as the main challenges to this scheme and in broad terms, how do

you intend to handle these? Please describe and quantify any resources, tools, staff processes or additional measures you propose using specifically to enhance and improve your capability to address such challenges

- 1.5 The value you think you can add to this Project. Please set out specific measures that you are prepared to include within your service solution that will enhance your overall solution. Please provide details of any innovations that you have brought to relationships with other customers and how these could be used in relation to the scheme.
- 1.6 How your organisation's environmental and social policies will support sustainability, energy efficiency and project delivery.
- 1.7 Outline programme detailing key milestone dates (this can be attached separately)
- 1.8 Your strategy for customer service, including maximising engagement with and take up of the scheme, how householders' views will be taken into account when preparing solutions for their properties, and how works can be programmed to meet their requirements
- 1.10 Outline your procurement strategy, including selection of and management of suppliers and sub Service Providers

## 2 Analysis and design

### How will your organisation design an optimal solution for the Contracting Authority?

In order to be able to achieve the maximum mark available, in answering this question your response must clearly describe the process that you will follow to successfully design an optimal solution and must include a full description of:

Provide details and costs for proposed technical solutions for each of the properties shown in Annex A (in no more than 4 A4 pages per property),

- 2.1 an outline of the ECMs, or categories of ECMs, you will consider as part of this Project and how these will be evaluated for inclusion in this Project to create an optimal solution
- 2.2 information on the ECMs, and the rationale for selecting those ECMs, you have identified in the Tendered High Level Appraisals, including ECM integration with existing systems
- 2.3 how the ECMs proposed in the Tendered High Level Appraisals would achieve the savings and other requirements identified in section 3.1
- 2.4 your approach for developing and producing IGPs
- 2.5 how you will incorporate innovation into the HLA and IGP design process to help deliver the best outcomes from the Project for the Contracting Authority
- 2.6 Your approach to determining value for money for solutions to individual properties
- 2.7 Your strategy for managing your work on properties, including how disruption is minimised, stakeholder management, project control, commissioning and handover.
- 2.8 Your strategy for managing properties with additional constraints (e.g. listed buildings or

specific resident needs)

2.9 How you ensure performance/savings levels are achieved, including how you will monitor and report project performance, and your methodology for measurement and verification.

### 3 Installation phase

#### **How will your organisation deliver a successful Works/Optimisation Services phase for the Contracting Authority?**

In order to be able to achieve the maximum mark available, in answering this question your response must clearly describe the process that you will follow to deliver a successful Works/Optimisation Services phase and must include a full description of how you will:

- 3.1 prepare for the Works/Optimisation Services phase
- 3.2 successfully manage your work (including sub-contractor work) at premises, including how disruption is minimised, stakeholder management, project control, planning and building consents
- 3.3 undertake commissioning and handover to ensure a successful process for the Contracting Authority and the home owner/occupier.

### 4 Performance delivery

#### **How will your organisation ensure ongoing successful performance of the Services for the Contracting Authority?**

In order to be able to achieve the maximum mark available, in answering this question your response must clearly describe the process that you will follow to ensure ongoing successful performance of the Services for the Contracting Authority and must include a full description of:

- 4.1 the savings and benefits, other than guaranteed energy savings, you would expect to deliver in the Project
- 4.2 how you will ensure performance levels, including savings, are achieved
- 4.3 how you will monitor, measure, verify and report savings/performance levels to the Contracting Authority on an ongoing basis through the contract
- 4.4 how you will ensure and demonstrate a true and fair approach to the measurement and verification of savings
- 4.5 how you will ensure innovation in service delivery, whether the ongoing service is delivered, or just designed, by your organisation

## 5 Pricing approach

How will your organisation's pricing proposal and approach provide value for money to the Contracting Authority?

Your response must include fully completed Pricing Matrices using the templates included Appendix 2b Pricing Matrices (TARGET BID) on Bravo Solutions <https://highways.bravosolution.co.uk>

In order to be able to achieve the maximum mark available, in answering this question your response must also clearly describe how your organisation's pricing proposal and approach will provide value for money to the Contracting Authority by providing a full description of:

- 5.1 what is included in your overhead rates and how the maximum overhead rates you have tendered provide value for money to the Contracting Authority
- 5.2 how the maximum levels you have set for your profit margins and the savings guarantee risk premium provide value for money to the Contracting Authority
- 5.3 how your internal labour rates provide value for money to the Contracting Authority and cover all internal resources expected to be used on the Project
- 5.4 how you will achieve best value for money for the Contracting Authority in procuring sub-contractors and materials for the Project

## 6 Price

Your response must include the following:

- 6.1 **Tendered High Level Appraisals for all Sample Scheme Premises as identified and using the spreadsheet in Appendix 2a.** Tendered High Level Appraisals must be completed using the tables in Appendix 2a and otherwise be fully compliant with this ITT.
- 6.2 It is the intention that the Tendered High Level Appraisal will form the typical pricing to be used as the basis for pricing under any Contract. Accordingly, Tenderers must (without prejudice to any other requirement of this ITT) prepare any Tendered High Level Appraisal with such conversion in mind.

Your Tendered High Level Appraisal must be consistent with the approach stated in your response to question 2.

## 7 Acceptance of Contract Terms

Do you fully accept the contract terms and conditions contained in this ITT?

Confirm **Yes (compliant response)** or **No (non-compliant response)**

### 4.3 Evaluation guidance for each question in the ITT

Tenderers' responses to questions 1 to 5 in this section 4 will be evaluated using the tender evaluation model and guidance below.

Description	Mark
EXCELLENT response in terms of rationale, outputs, benefits and how the proposal meets the Contracting Authority's requirements that shows generally excellent Tenderer capability and approach across all components of the question. Proposed solution is explained in a clear and logical manner. Response gives evaluator very high confidence in Tenderer's proposal.	100
VERY GOOD response in terms of rationale, outputs, benefits and how the proposal meets the Contracting Authority's requirements that shows generally good Tenderer capability and approach across all components of the question. Proposed solution is explained in a clear and logical manner. Response gives evaluator high confidence in Tenderer's proposal.	80
GOOD response in terms of rationale, outputs, benefits and how the proposal meets the Contracting Authority's requirements that shows generally good Tenderer capability and approach across all components of the question with only minor areas of weakness or gaps in the response. Response gives evaluator good confidence in Tenderer's proposal.	60
ADEQUATE response in terms of rationale, outputs, benefits and how the proposal meets the Contracting Authority's requirements that shows good Tenderer capability across most components of the question but concerns or weaknesses on some areas and/or some key areas incomplete. Response gives evaluator reasonable confidence in Tenderer's proposal.	40
POOR response in terms of rationale, outputs, benefits and how the proposal meets Contracting Authority's requirements that shows adequate Tenderer capability across most components of the question and significant concerns or weaknesses on some areas. Response gives evaluator little or no confidence in Tenderer's proposal.	20
NO RESPONSE	0

Tenderers' response to question 6 in this section 4 will be evaluated using the tender evaluation model and guidance below.

Tenderers' response to this question will be evaluated in the following two ways:

1. On the costs relating to management, as per pricing appendix 2a (60%)
2. On sample schemes, as per pricing appendix 2a (40%)

Price evaluation
<p>The elements to be priced in appendix 2 Sample Scheme Pricing are described alongside the respective pricing boxes.</p> <p>The management costs will be used within the evaluation as will the sample schemes in regard windows however the ventilation costs are for evaluation of options only and will not form part of the overall score.</p>

It is intended that fixed elements within the management costs shall form a fixed lump sum for the duration of the contract, whilst those elements subject to adjustment will be additional costs applied as and where required. The management costs will form 60% of the price score

The total of the Window installation schemes will be averaged and multiplied by the 3000 properties and form 40% of the price score.

For evaluation purposes repairs to reveals and replacement of window boards the tenderers should price based on plastering and decorating reveals and head with 2 coats of emulsion. Window boards should to be replaced with a painted softwood sill. In practice the actual extent of repairs and making good required will be dependent on agreement with Highways England and the Homeowner on a property by property basis.

The cost of providing adequate ventilation to allow the windows to remain closed will not form part of the evaluation. However the options put forward in your proposal will be assessed against value for money to establish whether Highways England adopt this option or look for other options should your tender be successful.

Prices should include for all costs relating to the management and installation of the windows including profit and overheads.

Financial Assessment Panel will determine a price for each Tenderer

a) the total of the prices in the management tab of the pricing schedule which shall form a lump sum for this element of the works.

b)The total of the prices in the sample schemes including the tendered overheads and fee percentages which shall be multiplied up and averaged against the total number of intended properties stated in the works information.( this will be combined with the total management prices to give a total price to enable us to financially evaluate the tender)

Any uncertainty over the meaning of the financial submission will be removed via tender clarification queries and tender clarification responses before the Financial Assessment Panel complete their marking part of their assessment.

**For evaluating the management costs as part of the price criteria:**

The lowest price for the total management costs will be given a mark of 100. The mark of other Tenderers will be calculated by deducting from 100 one point for each full percentage point by which their price for the total management costs is above the lowest price.

**For evaluating the sample scheme costs as part of the price criteria:**

The lowest price for the total sample scheme costs will be given a mark of 100. The mark of other

Tenderers will be calculated by deducting from 100 one point for each full percentage point by which their price for the total sample scheme is above the lowest price.

**Determining the overall mark for the price criteria:**

The overall mark for the price criteria is the sum of the following (A+B):

A = the mark awarded for the management costs multiplied by 0.6

B = the mark awarded for the sample scheme costs multiplied by 0.4

This gives a potential maximum mark of 100.

For example if a Tenderer received a mark of 100 for the management costs and a mark of 50 for the sample scheme costs their overall mark for the price criteria would be

$$(100 \times 0.6) + (50 \times 0.4) = 60 + 20 = 80 \text{ marks}$$

Any estimates, allowances and adjustments above are estimates for tender assessment purposes only and there is no guarantee that work to assessment values will be carried out during the contract period.

## **4.4 ITT Response Format and Questions**

### **4.4.1 Response format**

The maximum size of your Tender Response is 40 pages of A4 (minimum Arial font 11pt) including title page(s) and relevant examples, but excluding the requested attachments, CVs and Form of Tender.

### **4.4.2 Tender Response checklist**

- Tender Response (adhering to maximum response size) including pricing tables

Attachments:

- CVs of your key personnel
- Outline programme for the Project
- Completed Appendix 2a Sample Scheme Pricing
- Completed Appendix 2b Pricing Matrices (TARGET BID)
- Completed Form of Tender

### **4.4.3 Contact information**

Please include in your Tender Response the name and contact details (including telephone number, email address and postal address) of the person who should be contacted in relation to your Tender Response.

## **SECTION 5 - INSTRUCTIONS TO TENDERERS**

### **5.1 Mini-Competition approach**

The Contracting Authority is using the Re:fit Mini-Competition Option 2 – Target Bid

### **5.2 Variant bids**

No variant bids are allowed.

### **5.3 Procurement programme**

It is intended that the following timescales shall apply to this Mini-Competition, subject to any changes as will be notified to Tenderers in accordance with section 5.12.1.

#### **Proposed procurement timetable**

<b>Activity</b>	<b>Date / Time</b>
ITT issued	3 March 2017
Form of Acknowledgement and Site Visit Response	<i>No site visits</i>
Tenderer clarification deadline	20 March 2017 14:00
Tender Response deadline	23 March 2017 16:00
Tender Assessment	24 – 30 March 2017
Contract Award	31 March 2017

### **5.4 Site visits**

No site visits are planned as part of the tender.

### **5.5 General**

- 5.5.1** It is essential to observe and comply with the following instructions in the preparation and submission of your Tender Response. The Contracting Authority reserves the right to reject a Tender Response that does not fully comply with these instructions.
- 5.5.2** Notwithstanding the fact that the Contracting Authority has invited Framework Providers to tender for the Services, the Contracting Authority makes no representations in respect of any Tenderer regarding its financial stability, technical competence or ability in any way to carry out the Services.
- 5.5.3** It is the Tenderer's responsibility to ensure that all the documents listed in the ITT documentation have been received and are complete in all respects.
- 5.5.4** The Tender Response must not contain embedded files as these will not be read.
- 5.5.5** The maximum size of your Tender Response is stated in section 4.4.1. The Tenderer is requested to follow the structure of the Tender Response in accordance with the ITT response format in section 4.4.1

## **5.6 Confidentiality**

**5.6.1** The Tenderer shall treat this ITT and all other documents relating to this Mini-Competition, whether communicated in writing or orally, as private and confidential and shall not disclose any part of it or the fact they have been invited to tender to any third party (save to the Tenderer's professional advisers and/or sub-contractors or any other person with a legitimate need to know, strictly for the purposes of helping the Tenderer to participate in this Mini-Competition and/ prepare its Tender Response) unless the information is already in the public domain or is required to be disclosed under any applicable laws.

**5.6.2** Tenderers shall not copy or reproduce any of the information supplied to them as part of this Mini-Competition other than for the purposes of preparing and submitting a Tender Response.

**5.6.3** This ITT and its accompanying documents shall remain the property of the Contracting Authority and must be returned on demand.

**5.6.4** The Contracting Authority reserves the right to disclose all documents relating to this Mini-Competition, including without limitation the Tender Response, to any employee, third party agent, adviser or other third party involved in the Mini-Competition in support of, and/or in collaboration with, the Contracting Authority. The Contracting Authority further reserves the right to publish the Contract once awarded and/or disclose information in connection with Service Provider performance under the Contract in accordance with any public sector transparency policies. By participating in this Mini-Competition, Tenderers agree to such disclosure and/or publication by the Contracting Authority in accordance with such rights reserved by it under this paragraph.

## **5.7 Tender acknowledgements**

**5.7.1** You should notify the Contracting Authority of your intentions to tender or not via Bravo Solutions

## **5.8 Qualified Tenders**

**5.8.1** Tenders must not be qualified and must be submitted strictly in accordance with the instructions in this ITT. The Tender Response must comprise the documents requested in this ITT. The Tender Response must not be accompanied by statements that could be construed as rendering the Tender Response ambiguous. Tender Responses that are qualified or are not submitted strictly in accordance with the ITT may be excluded from further consideration. The decision on whether or not a Tender Response is acceptable will be final and the Tenderer concerned will not be consulted.

## **5.9 Clarification process during tender preparation period**

**5.9.1** Tenderers may submit questions and requests for clarification or further information to the Contracting Authority using Bravo Solutions by the Tenderer clarification deadline specified in section 5.3.

**5.9.2** Tenderers should, as soon as reasonably practicable, notify the Contracting Authority of any discrepancies discovered within the ITT using the clarification process outlined in this section 5.9.

**5.9.3** Tenderers should note the following:

- Any clarification requests should clearly reference the appropriate paragraph in the ITT documentation and, to the extent possible, should be aggregated rather than sent individually.
- All requests and responses regarding further information in respect of the ITT will be issued to all Tenderers with anonymity maintained.
- The Contracting Authority reserves the right to issue any clarification request made by a Tenderer, and the response, to all Tenderers unless the Tenderer making the request expressly requires it to be kept confidential at the time the request is made.
  - If the Contracting Authority considers the contents of the request to be confidential, the Contracting Authority will respond to the request privately, provided that the principle of equal availability of information to all Tenderers will not be breached.
  - If the Contracting Authority considers the contents of the request not to be confidential, it will inform the Tenderer and give it an opportunity to withdraw the clarification request prior to the Contracting Authority responding to all Tenderers.
- Following clarification requests, the Contracting Authority may issue a clarification change to the proposed form of Contract that will apply to all potential Service Providers submitting a Tender Response.
- All information provided by the Contracting Authority to the Tenderers in response to their requests for clarification shall not bind the Contracting Authority in any way unless such information becomes part of the Contract.
- The Contracting Authority will endeavour to respond to all requests made before the Tenderer clarification deadline within 5 working days of receipt. If a question or request for clarification is made after this deadline, the Contracting Authority is under no obligation to consider it.

## 5.10 Tender clarifications

**5.10.1** The Contracting Authority may at any time request further information from Tenderers to verify or clarify any aspects of their Tender Response or other information they may have provided.

**5.10.2** Subject to section 4.1, any questions that the Contracting Authority has about the content of the Tender Response will be submitted to the appropriate Tenderer in writing.

**5.10.3** Tenderers should respond to clarification questions from the Contracting Authority as quickly as possible and must respond within any stated timescales, which are likely to be very short. Should Tenderers not provide supplementary information or clarifications to the Contracting Authority by any deadline notified to them, the Tender Response may be rejected in full and the Tenderer may be disqualified from this Mini-Competition.

## 5.11 Tender submissions

**5.11.1** Electronic Tender Responses must only be made via the Contracting Authority's electronic tendering system Bravo Solutions: <https://highways.bravosolution.co.uk>

**5.11.2** Tenders must be submitted before the deadline for Tender Response stated in this ITT. Late Tender Responses may not be accepted after the deadline has passed. The Contracting Authority's decision on whether or not a Tender Response is acceptable will be final and the Tenderer concerned will not be consulted.

- 5.11.3 The tenderers scanned signature should be provided within the relevant documentation when returning your tender response via Bravo Solutions.
- 5.11.4 Tender Responses will be treated in confidence (subject to section 5.19 below). Tenderers should be aware that Tender Responses may be made available to trading standards departments, the Office of Fair Trading and other appropriate regulators (as the case may be), if so required.
- 5.11.5 The Contracting Authority will issue to the Local Partnerships' Re:fit team an electronic copy of all Tender Responses and subsequent amended documents and all additional Re:fit project documents up to and including the award of the Contract and including documents produced during the operational phase of the Contract.
- 5.11.6 Where legal formalisation of documents is required, the Tenderer's legal team and/or legal adviser will work with the Contracting Authority's legal team and / or legal adviser. The Tenderer is required to co-operate with the Contracting Authority's officers, and with others appointed by the Contracting Authority in order to promote the satisfactory progress of the Services.

## **5.12 Amendments to the ITT prior to the deadline for Tender Response**

- 5.12.1 At any time after the issue of the ITT and before the deadline for Tender Response, the Contracting Authority may amend the ITT. Any such amendment shall be issued to all Tenderers and, if appropriate to ensure Tenderers have reasonable time in which to take such amendment into account, the deadline for Tender Response shall, at the discretion of the Contracting Authority, be extended. Tender Responses must comply with any amendment made by the Contracting Authority in accordance with this paragraph 5.12.1 or these may be rejected.
- 5.12.2 Tenderers must not make any unauthorised alteration or addition to any ITT documentation.

## **5.13 Acceptance period**

- 5.13.1 The Tender Response will be deemed to remain open for acceptance for not less than 90 days from the deadline for Tender Response. A Tender Response not valid for this period may be rejected by the Contracting Authority. The Contracting Authority may accept the Tender Response at any time within this prescribed period and may also require (acting reasonably) an extension of the validity period.
- 5.13.2 The Contracting Authority is not bound to accept the lowest or any Tender Response. The Contracting Authority reserves the right to cancel, postpone, delay or end the procedure at any stage without awarding a Contract. Any decision of the Contracting Authority to award a Contract pursuant to this Mini-Competition process shall be at the Contracting Authority's discretion.
- 5.13.3 If the Contracting Authority has not accepted the Tender Response within the specified period then the Tenderer may at any time thereafter give notice in writing (a "Notice") to the Contracting Authority that the Tender Response has lapsed.
- 5.13.4 Delivery of a Notice must be made by hand or by registered post or post with recorded delivery. A copy of the Notice must also be sent using the Contracting Authority's electronic tendering system.

## **5.14 Sufficiency and accuracy of Tender**

- 5.14.1** Tenderers will be deemed to have examined all the documents in this ITT and by their own independent observations and enquiries will be held to have fully informed themselves as to all matters relating to the requirements and Services in providing their Tender Response.
- 5.14.2** Tenderers are reminded to check the accuracy of their Tender Response prior to submission thereof.
- 5.14.3** Tenders will be checked initially for compliance with the ITT instructions. There will be no facility for Tenderers to provide additional information after the Tender Response date, nor to further develop Tender Responses, except as part of the clarification process (including matters of acceptable error identified by the Contracting Authority).
- 5.14.4** If the Contracting Authority suspects that there has been an error in any financial model or seeks further clarification on the content of the Tender Responses, the Contracting Authority reserves the right to seek such clarification as it considers necessary from the Tenderer.
- 5.14.5** The Contracting Authority reserves the right to disqualify incomplete Tender Responses.
- 5.14.6** Tenderers should familiarise themselves with laws, regulations, byelaws and all other factors that may affect their Tender Response.

## **5.15 Incurred expenses**

- 5.15.1** The Tenderer shall bear all direct and indirect costs connected with this Mini-Competition. The Contracting Authority shall not be responsible for, or pay, any losses or expenses which may be incurred by the Tenderer in the preparation and submission of their Tender Response, including (but not limited to) the attendance at any pre or post tender meetings, the delivery of any presentations by the Tenderer to the Contracting Authority in relation to their proposal, discussion or any other activities.

## **5.16 Third party issues**

- 5.16.1** The Tenderer should provide any potential third parties it appoints to assist with the Tender Response with all necessary technical and commercial information to enable such third parties to accurately quote to the Tenderer.
- 5.16.2** It is the policy of the Contracting Authority not to respond to any direct approach from such potential third parties seeking details on a particular ITT.

## **5.17 Pricing**

- 5.17.1** The Tenderer should note the following:
- The currency in which all prices, costs or rates stated on any templates/schedules/model must be quoted in British Pounds and whole pence (i.e. to two decimal places).
  - All prices quoted should be exclusive of VAT.

## **5.18 Publicity**

- 5.18.1** No publicity or other information relating to this ITT or the future award of any contract or any subsequent Services is to be released by any Tenderer without the prior written approval of the Contracting Authority to the relevant communication.

## 5.19 Freedom of Information Act 2000

- 5.19.1** The Freedom of Information Act 2000 (“**FOIA**”), the Environmental Information Regulations 2004 (“**EIR**”), and public sector transparency policies, including the placing of contract award notices on the Contracts Finder database, apply to the Contracting Authority (together the “**Disclosure Obligations**”).
- 5.19.2** Tenderers should be aware of the Contracting Authority’s obligations and responsibilities under the Disclosure Obligations to disclose information held by the Contracting Authority. Information provided by Tenderers in connection with this Mini-Competition, or with any contract that may be awarded as a result of this Mini-Competition, may therefore have to be disclosed by the Contracting Authority under the Disclosure Obligations, unless the Contracting Authority decides that one of the statutory exemptions under the FOIA or the EIR applies.
- 5.19.3** If Tenderers wish to designate information supplied as part of their Tender Response or otherwise in connection with this Mini-Competition as confidential, they must provide clear and specific detail as to:
- the precise elements which are considered confidential and/or commercially sensitive;
  - why they consider an exemption under the FOIA or EIR would apply; and
  - the estimated length of time during which the exemption will apply.
- 5.19.4** The use of blanket protective markings of whole documents such as “commercial in confidence” will not be sufficient. By participating in this Mini-Competition, Tenderers agree that the Contracting Authority should not and will not be bound by any such markings.
- 5.19.5** In addition, marking any material as “confidential” or “commercially sensitive” or equivalent should not be taken to mean that the Contracting Authority accepts any duty of confidentiality by virtue of such marking. Tenderers accept that the decision as to which information will be disclosed is reserved to the Contracting Authority, notwithstanding any consultation with the Tenderer or any designation of information as confidential or commercially sensitive or equivalent that may have been made. Tenderers agree, by participating in this Mini-Competition and/or submitting their Tender Response, that all information is provided to the Contracting Authority on the basis that it may be disclosed under the Disclosure Obligations if the Contracting Authority considers that it is required to do so and/or may be used by the Contracting Authority in accordance with the provisions of this ITT.
- 5.19.6** Tenderers should provide with their Tender Response (as requested in section 3) contact details for a person within their organisation to ensure that should the Contracting Authority need to consult on an information request it can do this promptly. If the Contracting Authority is unable to contact anyone to consult it may have to release the information to ensure that it remains within the statutory deadline for response.

## 5.20 Items to be submitted with your Tender

- 5.20.1** Tenderers are required to submit all the items requested in this ITT by the deadline for Tender Response.
- 5.20.2** No other documentation should be sent with the Tender Response, unless specifically requested in the ITT. Any other additional documentation shall not be included in the Tender Response evaluation.

**5.20.3** Each Tenderer must include a completed, signed copy of the Form of Tender within their Tender Response.

## **APPENDIX 1**

### **Premises list**

**Please see premises database on Bravo Solutions see link below:**

**<https://highways.bravosolutions.co.uk>**

## **APPENDIX 2a and 2b**

Please complete the both the pricing appendices on Bravo Solutions see link below

<https://highways.bravosolutions.co.uk>

## **APPENDIX 3**

**Data sheets**

**Not applicable**

## **APPENDIX 4**

**Site / floor plans**

**Not applicable**

## **APPENDIX 5**

**Building profiles and energy measures implemented, planned or required**

**Not applicable**

**APPENDIX 6**

**Asset registers**

**Not applicable**

**APPENDIX 7**

**Building management system information**

**Not applicable**

**APPENDIX 8**

**Previous energy reports, Display Energy Certificates (DECs) and reports**

**Not applicable**

**APPENDIX 9**

**Electricity half hourly data / CRC Energy Efficiency Scheme data**

**Not applicable**

**APPENDIX 10**

**Buildings' asbestos registers**

**Not Applicable**

**APPENDIX 11**

**Form of Acknowledgment and Site Visit Response**

**Not Used**

**APPENDIX 12**

**Form of Tender**

*TO BE COMPLETED BY THE Tenderer*

**To:**

**Date:** *to insert date]*

**PROVISION OF:** Energy Efficiency and Noise Insulation Project

**To:**

**From:** *Tenderer to insert name of organisation submitting Tender*

Having examined the Competition for INSERT MEMBER NAME and all other Appendices, and being fully satisfied in all respects with the requirements of this Competition I/we hereby offer to provide services/goods under as specified in the Specification at the prices shown in the Pricing for the Insert Number year term of the contract with INSERT MEMBER NAME and in accordance with the provisions of the Framework Agreement.

**I/We confirm that I/we agree with the Authority in legally binding terms to comply with the provisions relating to confidentiality of the Invitation to Tender.**

*I/We confirm that I/We have examined the following documents:*

- The ITT (Mini Competition)
- The Pricing document 2a
- The Pricing document 2b
- Highways England Company Records Policy
- Highways England Anti-Bribery Code of Conduct
- Highways England Anti-Fraud Code of Conduct
- Highways England Fair Payment Charter
- Highways England Information Assurance

**This Tender shall remain open for acceptance by the Supplier/Consortium for a period of 90 days after the due date for return of tenders specified in the Invitation to Tender.**

**I warrant that I have all the requisite corporate authority to sign this Tender and confirm that I have complied with all the requirements.**

Signed for and on behalf of the above named Tenderer:

Signature: .....

Position: .....

Witness

Signature: .....

**APPENDIX 13**

**HLA Template (including HLA Guidance) and IGP Template (including IGP Guidance**

**Not Used**

**APPENDIX 14**

**Draft Contract**

**To follow**

## **APPENDIX 15**

### **Policies of the Contracting Authority**

*Please see the following documents on Bravo Solutions*

<https://highways.bravosolutions.co.uk>

1. Company Records Policy
2. Highways England Anti-Bribery Code of Conduct
3. Highways England Anti-Fraud Code of Conduct
4. Highways England Fair Payment Charter
5. Information Assurance