Bath & North East Somerset Council

Improving People's Lives

INVITATION TO QUOTE for the Provision of Keynsham, Vacant Units at Temple Street and Riverside Terrace Project: RIBA Stage 3 and Initial Stage 4 Design Tender Brief

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INTRODUCTION TO BATH & NORTH EAST SOMERSET COUNCIL

Bath and North East Somerset (**B&NES**) is a unitary authority created on 1 April 1996 following the abolition of the County of Avon. The Council has responsibility for almost all local government functions within the district, including planning, building control, local roads, council housing, environmental health, markets & fairs, refuse collection, recycling, cemeteries & crematoria, leisure services, parks, and tourism. It is also responsible for education, social services, libraries, main roads, public transport, trading standards, waste disposal and strategic planning.

B&NES covers an area of 136 square miles (352 km^2), of which two thirds is green belt. It stretches from the outskirts of Bristol, south into the Mendip Hills and east to the southern Cotswold Hills and border of Wiltshire. The city of Bath is the principal settlement in the district.

Bath developed as a spa resort in Georgian times and remains a major cultural tourism centre having gained World Heritage City status.

The CORPORATE STRATEGY

The Corporate Strategy is the Council's overarching strategic plan. It sets out what we plan to do, how we plan to do it, and how we will measure performance. The Strategy was agreed at the Cabinet Meeting on 22 July 2020. You can view the details on our website -https://beta.bathnes.gov.uk/corporate-strategy-2020-2024-survey

We have one overriding purpose – **TO IMPROVE PEOPLE'S LIVES**.

We have two Core Policies:

i) TACKLING THE CLIMATE AND NATURE EMERGENCY

In 2019, we declared a climate emergency across Bath & North East Somerset. Our commitment is to net zero carbon by 2030.

ii) GIVING PEOPLE A BIGGER SAY

We want to make sure we are involving local people, parish councils and others in our decision-making. We need to listen to all our communities, including our younger residents, about the issues that affect their future.

SUPPLIERS AND CONTRACTORS WHO DO BUSINESS WITH THE COUNCIL MUST COMMIT TO HELPING THE COUNCIL MEET THESE OBJECTIVES

STANDARDS REQUIRED BY CONTRACTORS AND SUPPLIERS

These standards are required by contractors/suppliers to perform the Contract in accordance with Council procedures. Should you require further information, please contact procurement@bathnes.gov.uk.

Code of Conduct

- You are expected to give the highest possible standard of service with impartiality.
- Do not use any information obtained during the course of your Contract with B&NES for personal gain or benefit. Do not pass it on to others who might use it in such a way.
- You must follow all policies of the Council and not allow your own personal or political opinions to interfere with your work.
- You are required to be courteous, efficient and provide impartial service delivery to all groups and individuals within the community.
- It is expected that everyone working for/on behalf of the Council shall:

    - be honest
    - maintain a high standard of integrity and conduct at all times
    - not use his/her position to further private interests or those of relatives and friends

- You are expected to comply with the requirements of the Data Protection and Freedom of Information Acts.
- No harassment of any kind will be tolerated. This includes but is not limited to sexual, sexual orientation, racial, religious and disability harassment. Harassment is conduct by one person to another, which is unwanted, unreasonable and offensive to the recipient.

Equalities

- In your work you are expected to comply with Council policies and legislation (Equality Act 2010).
- B&NES is committed to equality of opportunity for everyone and believes diversity of the local community is a major strength which contributes to the social and economic prosperity of the area.
- The Council aims to provide appropriate, accessible, and effective services and facilities to all sections of the community without prejudice or bias and equality of opportunity in all aspects of employment.

Modern Slavery

- You will ensure fair pay to contractors working at Council sites by applying the 'Real Living Wage' including sub-contractors
- You will ensure fair and safe working conditions
- Your workers must have a legal right to work in UK
- You must not employ bonded workers

- You must employ workers with legitimate qualifications from bona fide training organisations
- You must pay your sub-contractors and workers on time
- You must follow the rules of the Construction Industry Scheme (where relevant)
- You must report any breach or suspected breach to B&NES at the earliest opportunity

Health and Safety

- The Council is committed to providing and maintaining a safe place of work and healthy environment for all employees and persons affected by its operations.
- Health & Safety is everybody's responsibility, and we must all be continuously aware of our own safety and the safety of others in everything we do.
- Contractors must take reasonable care for their own health and safety and that of others who may be affected by what they do or not do
- You must co-operate with your employer and B&NES on health and safety
- You must correctly use work items provided by your employer, including personal protective equipment, in accordance with training or instructions
- You must not interfere with or misuse anything provided for your health, safety, or welfare

Electronic Access (if relevant)

- Do not use any log on or password that has not been specifically set up for you.
- Any use of e-mail or Internet facilities, business or private, must not breach the law.
- Do not send, access, or transfer any information or message that is defamatory.
- Do not download, copy, or transmit materials in breach of the Copyright, Designs and Patents Act.
- Do not access, transmit or display any material with a content that is forbidden e.g., sexual material.
- Do not send any commercially sensitive information by e-mail, unless you have been given the authority to do so by the appropriate B&NES contact.

General

- The Council will not tolerate unacceptable behaviour and will take appropriate action if required.
- Generally, the test of reasonableness should apply - “Would it be reasonable…….?

SECTION 1 – THE REQUIREMENT

1.1 Overview and Background

The Council wishes to establish a single provider Contract for the provision of Architectural Design Services up to RIBA Stage 3 and initiate RIBA Stage 4. The Council is managing this procurement in accordance with the Public Contracts Regulations.

This is a services and works Contract being procured under the Open procedure.

Keynsham is a market town located on the River Avon, 5 miles SE of Bristol. The town is a rural market town, the former home of the Cadbury factory with a population of around 16,000. The town is community driven and sits between Bristol and Bath, both easily accessible by car, bus and train.

The Temple Street and Riverside vacant units are located in Keynsham's town centre, at the top end of the High Street adjacent to the leisure centre and close proximity to Keynsham Civic Centre. The address(s) include 23, 25 and 27 Temple Street and 5-8 River Terrace, all units are now one large unit. Additional units also include 19 Temple Street and 2 River Terrace. Situated above the units are several residential apartments, entrance access is located on the ground floor next to the vacant units.

The Council has for some time been reviewing the way it works as part of an internal programme 'Preparing for the Future'. Prior to the pandemic progress had been made for plans to change and redesign Keynsham Civic Centre (Council's HQ). Plans had included improving utilisation, flexibility and enabling more collaboration methods for its employees. Refurbishment works are now underway and due to complete in summer 2022; however, layout changes to the building has generated some challenges to continue to accommodate commercial partners as well as increased employee usage.

The Council and community aspire to bring these vacant units and the general area back to life. The intention is to propose active usage of the spaces with a combination of both commercial and council estates, including co-working space, private offices and flexible space for events and indoor markets and shops/café uses.

The Council is procuring the Contract as a central purchasing body for itself.

Stage 2 Concept design work was completed in autumn 2021 by Interaction Architects. This design helped identify feasibility, high level costs and challenges associated with the original scope. As a result of the initial designs there is now further internal appetite to continue works to reach a full delivery in 2022.

1.2 Strategic Objectives of the Contract

The Temple Street area is increasingly known as Keynsham's 'independent quarter'. There has been significant investment recently, including both the refurbished Leisure Centre opposite and the redeveloped Civic Centre that is now the council's main hub location. In addition to this a further £0.75m public realm scheme is underway at initial design stages to improve Temple Street ambience in and around the vacant units.

A coworking space in this location will deliver a public space that enables increased productivity, local networking opportunities in and around Keynsham and flexibility to its members. The design will recognise the need to embed an efficient carbon neutral strategy that supports climate change. Plans include utilizing existing solar panels, choosing long-lasting materials, and utilising existing furniture where available.

Occupancy levels in the council's office are already stretched, with some floors leased by non-council tenants where agreements were made prior to the building becoming the primary home for B&NES. It has therefore been discussed that some of the vacant unit space, adjacent to the Civic Centre (in particular Riverside Terrace) could be a more appropriate option for other tenants. The extra space would be used to home those teams that are leasing space and non-council staff. We anticipate the need for one dedicated office that can accommodate approximately 60 to 70 workstations, in addition to a meeting room and welfare facilities. The office could be designed as a flexible space to allow for other uses i.e. relevant meetings .

1.3 Specification

The purpose of this work is to develop and complete RIBA stage 3 designs and initiate RIBA Stage 4 to support the Council with the refurbishment of the vacant units in Keynsham, providing experienced and relevant architectural design and cost consultancy services to help support and secure further funding to develop (RIBA Stages 4-6) and implement this scheme. This will be a collaborative piece of work, and you will be working alongside B&NES's High Street Renewal and Business Recovery teams both whom have various requirements that need to be met.

It is expected that the procured design services will apply to all specified units within the development as follows:

- 23, 25 and 27 Temple Street and 5-8 River Terrace, all units are now one large unit. Additional units also include 19 Temple Street and 2 River Terrace.

Please note that capital funding is in place to deliver the construction phase for 2 River Terrace (single workshop unit) during the 2022 / 23 financial year. It is anticipated that this commission will provide full design detail to support delivery of this single unit.

The full scope of works and outputs for consultancy services related to this brief is available in Section 6 (Appendix 1).

1.4 **Term of Contract/Goods or Service Requirement Date**

This agreement will commence on 17 January 2022 for approximately 8 weeks.

1.5 **Estimated Value of Contract**

- **£20,000 – 25,000** – RIBA Stage 3 – 4 Design Work
- **£10,000** - M&E services to deliver a performance strategy for the building, assessing how the development proposal can best meet its zero carbon targets.

Please confirm whether you are opting to include the £10,000 M&E works element and explain how you propose this will be delivered and managed, including naming any proposed sub-contractors.

SECTION 2 – INSTRUCTIONS TO BIDDERS

2.1 E-Tender System

The Council uses the Supplyingthesouthwest e-Tendering system to issue Invitations to Quote and to receive responses from Bidders.

Suppliers must ensure that they have the most up to date Invitation to Quote document by registering on the e-Tendering system at www.supplyingthesouthwest.org.uk and expressing an interest. This will enable suppliers to view the latest documents and see any comments and discussions on those documents.

Assistance in relation to the e-Tender system is available to Bidders via the Supplier Help facility on the Login page. Supplier Guidance documents are also available to view and download. If you are still unable to resolve your issue in using the system you should send an e-mail to ProContractsuppliers@Proactis.com explaining the nature of your query.

2.2 Register Intent or opt out

The "Register Intent" button will be greyed out until the mandatory requirement to click on "View ITT" has been carried out.

Once the Quote Information has been viewed Bidders will be able to click on "Register Intent" which will inform the Council of your intention to respond to this opportunity.

If a Bidder does not wish or is unable to submit a Quote and not interested in proceeding, then they should click "Opt Out" to decline the opportunity.

2.3 Preparation of Quote

Bidders must obtain for themselves all information necessary for the preparation of their Quote response and all costs, expenses and liabilities incurred by the Quote in connection with the preparation and submission of the Quote shall be borne by the Bidder, whether their offer is successful or not.

Information supplied to the Bidder by Council staff or contained in Council publications is supplied only for general guidance in the preparation of the Quote. It shall remain the property of the Council and shall be used only for the purpose of this procurement exercise.

Bidders must satisfy themselves as to the accuracy of any such information and no responsibility is accepted by the Council for any loss or damage of whatever kind and howsoever caused arising from the use by Bidders of such information.

Responses to each Quote question should be written concisely and clearly answer the question posed in English.

Bidders will only be able to respond to questions that require an input from them and are located within the Invitation to Quote document attached within the e-Tender system.

2.4 Price Schedule/s

The Council requires Bidders to complete and upload Price Schedule(s) where requested to do so within the e-Tender system.

All prices shall be in Pounds Sterling and exclusive of VAT.

2.5 Other Documents or Supporting Evidence

As instructed to do so within the e-Tender system, the Bidder must complete and upload other documentation that may be provided with this Quote process, or upload evidence to support their Quote submission.

Quotes must not be qualified, conditional, or accompanied by statements that could be construed as rendering them equivocal and/or placed on a different footing to those of other Bidders. Only Quotes submitted without qualification, in accordance with this invitation to Quote will be accepted for consideration. The Council's decision on whether a Quote is acceptable or not will be final and the Bidder concerned will not be consulted. If a Bidder is excluded from consideration, the Bidder will be notified.

2.6 Returning Your Completed Quote

Bidders are required to submit their Quote within the e-Tender system by the time and date in the Procurement Timetable at the end of Section 2.

It is the Bidder's responsibility to ensure that the Quote is submitted and that all the requested documentation has fully uploaded by the closing date <u>and</u> time. Bidders should therefore allow enough time to complete questions and upload their response. Please do not leave it to the last minute.

Failure to complete and upload the requested documentation within the e-Tendering system will result in the Council rejecting the Quote as a Fail / Non-compliant Quote.

Documentation: If you are uploading multiple documents, it is recommended that you zip them using WinZipor WinRAR. Do not include any macro enabled spreadsheets or embedded documents. Acceptable file formats are: *txt, rtf, mpp, vsd, dwg, rar, msg, ics, html, gif, jpg, png, jpeg, tiff, tif, zip, pdf, doc, xls, ppt, docx, xlsx, pptx, mp3, mov, m4a, swf, wmv, mpg, mpeg, avi, wav, odt, odp, ods, numbers and pages.*

Late Quote Submissions: Quotes received after the closing date will not be considered. The Council is under no obligation to consider partial submissions.

Emailed or hard copy Quotes will not be accepted.

If the Council issues an amendment to the original Quote, and if it regards that amendment as significant, an extension of the closing date may, at the discretion of the Council, be notified to all Bidders.

The Bidder's Quote response will be checked for completeness and compliance before responses are evaluated. The Council expressly reserves the right to require a Bidder to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in the Quote. However, the Council is not obliged to make such requests.

Bidders shall accept and acknowledge that by issuing this Invitation to Quote, the Council shall not be bound to accept any Quote. The Council reserves the right not to conclude a Contract or Framework Agreement for some or all of the goods, services and/or works for which Quotes are invited.

2.7 **Quote Validity**

The Quote should remain open for acceptance for a period of 120 days. A Quote valid for a shorter period may be rejected.

2.8 **Communication**

All contact and communication during this procurement should be submitted in writing through the e-Tendering system.

Bidders should seek to clarify any points of doubt or difficulty using the messaging facility in the Supplyingthesouthwest e-Tender system. They must submit clarifications at least 10 days prior to the closing date of the Quote for the Council to respond. It is not acceptable for Bidders to seek clarifications via telephone or e-mail outside of the e-Tender system. Please check the messaging system before submitting the clarification to make sure it hasn't already been asked/answered.

Where the Council considers any question or request for clarification to be of material significance it may communicate both the query and the response, in a suitably anonymous form, to all interested parties that have expressed an interest in the Quote. Bidders should therefore not include within their question the organisation's name and any potential commercially sensitive information.

2.9 **Confidentiality**

The Bidder must keep confidential and will not disclose to any third parties any information contained within their bid. They shall not release details other

than on an 'In Confidence' basis to those whom they need to consult for the purpose of preparing the response, such as professional advisors or joint Bidders.

The Quote shall not be canvassed for acceptance or discussed with the media, any other Organisation, member/officer of Bath & North East Somerset Council, or their representatives. Any supplier trying to exert any undue influence during the Quote process will be excluded from the process.

2.10 **Grounds for Rejection**

The Council reserves the right to reject or disqualify a Quote and/or its Consortium Members where:

- A Quote is submitted late, is completed incorrectly, is materially incomplete or fails to meet the Council's submission requirements which have been notified to Bidders;
- the Bidder and/or its Consortium Members are unable to satisfy the terms of Regulation 57 of the Public Contracts Regulations and/or fails to certify that it has fulfilled these requirements;
- the Bidder and/or its Consortium Members are guilty of material misrepresentation in relation to its application and/or the process;
- the Bidder and/or its Consortium Members contravene any of the terms and conditions of this document or the ITT; or
- there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder and/or its Consortium Members;
- dis-qualification of a Bidder will not prejudice any other civil remedy available to the Council and will not prejudice any criminal liability that such conduct by a Bidder may attract.

2.11 **Disclaimer**

Whilst the information in this ITT and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.

Neither the Council, nor any relevant other Contracting Bodies, nor their advisors, respective directors, officers, members, partners, employees, other staff or agents:

- make any representation or warranty, express or implied, as to the accuracy, reasonableness or completeness of the ITT; or
- accepts any responsibility for the information contained in the ITT or for their fairness, accuracy or completeness of that information nor shall any of then be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

Any Framework Agreement or Contract concluded as a result of this ITT shall be governed by English law.

2.12 Freedom of Information Act

The Council must adhere to the 'Freedom of Information Act 2000'. The Act allows access to information held by the Council, including Quote documents and Contracts awarded to its suppliers and contractors.

There are some limited exemptions, including information, the disclosure of which would be an actual breach of confidence or likely to prejudice the commercial interests of any person, or information that constitutes a trade secret.

Bidders are requested to state which part, if any, of the information supplied with their Quotes is confidential or commercially sensitive or should not be disclosed in response to a request for information. Where Bidders state that any information is confidential or commercially sensitive, they must also state why they consider the information to be confidential or commercially sensitive.

Bidders' statements will be considered in the context of the exemptions provided for under the Act and the Council is unable to give any guarantee that the information in question will not be disclosed.

2.13 Transparency

Bidders should be aware that if they are awarded a Contract, details about the resulting Contract will be published on the Council's website in accordance with the Local Government Transparency Code 2015. For further details of what the Council must publish, please visit the Local Government Association website at www.local.gov.uk

In some circumstances limited redactions will be made to some contract details prior to publication in order to comply with the Data Protection Act and for the protection of national security.

In submitting a Quote, the Bidder accepts the Council's right to publish details of expenditure as well as information contained within the Quote.

2.14 Equality

The Council is committed to equality of opportunity for everyone and believes that the diversity of the local community is a major strength that contributes to the social and economic prosperity of the area. This extends to its commercial relationships with its suppliers.

All suppliers will be treated fairly and equitably before, during and after the Quote procedure. Should you have any concerns about the way in which an officer of the Council has treated you, then you should, in the first instance, contact the Head of Strategic Procurement & Commissioning.

2.15 Ethical Procurement

The Council will consider the impact of economic and social factors along with price and quality and must ensure that the practices its Suppliers and Contractors undertake are above reproach.

Any indications of unacceptable practices in the supply chain such as fraud, corruption, modern-day slavery, human trafficking and child labour will be challenged.

Where a Contract exists between the Council and a Supplier or Contractor and it is found that any of the practices above exist, then then Council will be entitled to terminate such a Contract in accordance with its terms and conditions.

2.16 Climate and Nature Emergency

Climate change impacts the current and future wellbeing of our local residents and so the Council has decided to take urgent action. In 2019, the Council declared a climate emergency across Bath & North East Somerset and is committed to playing its part by adopting a policy of net zero carbon by 2030.

The key areas that will be tackled by the Council under its Climate Emergency Strategy are:

- Support transition to a green local economy;
- Enable a major shift to walking, micro mobility (cycling), car-sharing, buses, and rail;
- Carbon neutral development and energy efficiency retrofitting;
- Increase natural environment carbon stores and biodiversity;
- Carbon neutral, social and affordable housing;
- Energy efficient homes;
- Improvement to the transport infrastructure.

2.17 Procurement Timetable

The indicative timetable for this procurement is set out below. This is intended as a guide and, whilst the Council does not intend to depart from the timetable, it reserves the right to do so at any time.

Date or Target Date	Activity
6/12/21	ITT issued to potential suppliers
10/12/21	Closing date for clarification questions to be submitted
15/12/21	Council responds to clarification questions
24/12/21	**Closing date and time for receipt by the Council of Bidders responses to the ITT**

4/01/22	Evaluation of the ITT responses by Tender panel & supplier financial accounts by Internal Audit
12/01/21	Award decision made and award letter issued
13/01/22	Contract award concluded
17/01/22	**Commencement Date of Contract**

2.18 **Required documents**

The table below indicates which documents are included in this Invitation to Quote. Bidders should ensure that they complete and upload ALL the required documents within the Supplyingthesouthwest e-Tendering system. Failure to complete and return documents may result in a reduction in the overall score for the Quote.

DOCUMENT TITLE	COMPLETE AND UPLOAD
Section 1 – The Requirement including specification	×
Section 2 – Instructions to Bidders	×
Section 3 – Questionnaire	✓
Section 4 – Pricing Schedule	✓
Section 5 – Evaluation and Award	×
Appendix 1 – Non-Collusion Certificate	✓
Appendix 2 - Terms & Conditions of Contract	✓
Appendix 3 – Design information	×
Appendix 5 – Quality questionnaire scoring	×

2.19 **Terms & Conditions**

The Council's Terms and Conditions of Contract are attached.

These are the terms that will apply to this contract. When you submit your Quote response, you are agreeing to be bound by these terms.

SECTION 3 - QUESTIONNAIRE

The purpose of the Questionnaire is to enable the Council to assess supplier suitability for providing goods and services.

Notes for completion

i. Please ensure that all questions are completed in full, and in the format requested. Failure to do so may result in your submission being disqualified. If it does not apply to you, please state clearly 'N/A'.

ii Should you need to provide additional Appendices in response to the questions, these should be numbered clearly and listed as part of your declaration.

iii. Please return a completed version of this document with your Quote submission using the e-procurement system.

Verification of Information Provided

iv. Whilst reserving the right to request information at any time throughout the procurement process, the Council may enable the Supplier to self-certify that there are no mandatory/ discretionary grounds for excluding their organisation. The Council will request evidence from the winning Contractor only after the final Quote evaluation decision.

Sub-contracting arrangements

v. The Supplier should advise in a separate appendix the names of sub-contractors, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.

Confidentiality

vi. The Council reserves the right to contact the named customer contact regarding the contracts included in section 3. The named customer contact does not owe the Council any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.

vii. The Council confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Public Contract Regulations.

SELECTION QUESTIONNAIRE

3.1 Supplier details	**Answer**	
Full name and address of the Supplier		
Registered company/charity number		
Registered VAT number		
Name of parent company		
Please mark 'X' in the relevant box to indicate your trading status	i) a public limited company	☐ Yes
	ii) a limited company	☐ Yes
	iii) a limited liability partnership	☐ Yes
	iv) other partnership	☐ Yes
	v) sole trader	☐ Yes
	vi) other (please specify)	☐ Yes
Please mark 'X' in the relevant boxes to indicate whether any of the following classifications apply to you	i)Voluntary, Community and Social Enterprise (VCSE)	☐ Yes
	ii) Small or Medium Enterprise (SME) [1]	☐ Yes
	iii) Sheltered workshop	☐ Yes
	iv) Public service mutual	☐ Yes

Bidding model	
Please mark 'X' in the relevant box to indicate whether you are;	
a) Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself	☐ Yes
b) Bidding as a Prime Contractor and will use third parties to deliver some of the services	☐ Yes

3.2 Contact details	
Supplier contact details for enquiries	
Name	
Postal address	
Phone	
Mobile	
E-mail	

3.3	Technical and Professional Ability
a.	**Relevant experience and contract examples** Please provide details of up to two contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.

	Contract 1	**Contract 2**
Name of customer organisation		
Point of contact in the organisation		
Position in the organisation		
E-mail address		
Description of contract		
Contract Start date		
Contract completion date		
Estimated contract value		

TENDER QUESTIONNAIRE

Suppliers are required to answer the following questions comprehensively and provide evidence, where requested to support their answer. Please ensure you adhere to any word counts or instructions. The questions in this Quote Questionnaire will be scored in accordance with 5.2 Award Criteria and Weightings.

9.1	**Project Related Scored Questions** **Experience and approach**
	1A) Can you demonstrate experience of delivering contemporary, co-working and office space within a UK (South West) context? Please answer Yes or No 1B) Can you confirm that you are able to regularly visit the site and meet clients on site if necessary? Please answer Yes or No 1C) Set out the approach you will take to ensure the project is delivered in line with the Council's specification and requirements. This should provide details of your approach to the role to ensure we meet programme, budget and quality. Highlight any challenges you deem to be a risk, i.e., general capacity and usage and how spaces can be used flexibly. *(Maximum -1 A4 Page including graphics - Arial size 12)* 1D) Highlight any risks/challenges you foresee with regards to building structure and fire regulations and whether this could impact the Council's capacity and general building plans. *(Maximum -1 A4 Page including graphics - Arial size 12)* 1E) Set out your involvement in research and design relating to workplace environmental psychology, and how this experience will be applied in the delivery of services under this commission. Provide examples of projects you have delivered that demonstrate innovation and flexibility, including coworking spaces. *(Maximum -1 A4 Page including graphics - Arial size 12)*

Climate Emergency

9.2	**Climate Emergency**
	2A) If successful, what will you do to actively reduce your carbon footprint? Please provide examples of projects delivered that support carbon neutral construction and general day to day operation. *(Maximum -1 A4 Page including graphics - Arial size 12)*
	2B) How can you assist B&NES in achieving its zero-carbon policy through this contract? *(Maximum -1 A4 Page including graphics - Arial size 12)*

SECTION 4 – PRICING SCHEDULE

4.1 **Pricing**

Bidders must complete the pricing provided as a separate document in appendix 4 with all the proposed charges/prices to provide the requirement(s) in accordance with the specification. This may include supplementary spreadsheets to provide transparency of the metrics used for calculating fixed, minimum and variable charges.

Please complete the pricing details in full as failure to include all requested information may result in a reduction in your score.

The Council reserves the right to request further clarification of the pricing information by sending the Bidder a clarification message through the e-tendering system.

All charges/prices must be in pounds sterling and should be exclusive of VAT.

All pricing information will form the basis of any resulting Framework Agreement or Contract.

SECTION 5 – EVALUATION AND AWARD

5.1 Evaluation of Quote

The award decision will be based on the evaluation criteria as outlined in 5.2 The winning Bidder is deemed to have submitted the Most Economically Advantageous Tender. Evaluations will be carried out by Council Officers who will follow the agreed process in accordance with the Council's procedures.

This Invitation to Quote is in two parts:

i. The Selection Questionnaire
ii. The Tender Questionnaire

The response to the Selection Questionnaire will be evaluated first. Bidders MUST pass all questions in this section.
Failure to pass any of the questions in the Selection Questionnaire will result in the Quote being disqualified and the Tender Questionnaire will not be evaluated.

5.2 Award Criteria & Weightings

Submitted Quotes will be evaluated by officers of the Council using the award criteria and weightings detailed in the table below.

AWARD CRITERIA & WEIGHTINGS All questions are mandatory unless stated otherwise. Bidders must submit a response to each one. Failure to complete any question may result in a Fail as Evaluators will not be able to fully evaluate the Quote	
Selection Questionnaire **Pass / Fail:** The Selection Questionnaire has Pass/Fail questions. Sections or questions scored as 'Fail' will result in the disqualification of the Quote and it will not proceed to full evaluation.	
Tender Questionnaire	
Quality [insert 60%]	- Experience and Approach - Climate Emergency **Scored Questions:** Where responses to questions are to be scored, the following scores are applied by Evaluators to a Bidder's submitted responses. The scores are awarded dependent on the level of evidence provided to each question. A score of 3 represents an acceptable level of evidence.

	Sections or questions scored as 0 or 1 may result in the Quote not proceeding to full evaluation or If the Bidder receives a score of either 0 or 1 on any question (following application of weightings to each sub criteria), the Council reserves the right to exclude that bidder from further consideration. **In addition to the scoring of the main tender questionnaire, the 0 – 5 criteria detailed below will also be used to score Social Value method statements.** 0 – No response and/or evidence is unacceptable or non-existent, or there is a failure to properly address any issue. The Council does not have any confidence in the Bidder's experience, capacity and ability to meet its requirements. 1 – The response and/or the evidence are deficient (or not relevant) in the majority of areas and the Council has a low level of confidence in the Bidder's experience, capacity and capability to meet its requirements. 2 – Large portions of the response are not satisfactory and/or are not supported by a satisfactory level of evidence and the Council has limited confidence in the Bidder's experience, capacity and capability to meet its requirements. 3 – The response is satisfactory and supported by an acceptable standard of relevant evidence but with some reservations/issues not addressed. The Council is satisfied with the Bidder's experience, capacity and capability to meet its requirements. 4 – The response is comprehensive and supported by a good standard of relevant evidence and provides the Council with a good standard of confidence in the Bidder's experience, capacity and capability to meet its requirements. 5 – The standard of the response is very high, and the relevance of the response and the supporting evidence is very comprehensive and provides the Council with a very high level of confidence in the Bidder's experience, capacity and capability to meet the Council's requirements. **Applying weightings to scores** The total weighting will be 100% which is split between Price and Quality. The split is shown in the left-hand column of this table. Individual scored questions will be weighted to account for their

	level of importance. Each of these will be scored out of 5 (see above) with a weighting applied to that score to produce a weighted score. e.g. if a question is weighted as 20% and scored as 5/5 then the weighted score would be 20/20. If the score were 4/5, then the weighted score would be 16/20. All weighted scores are added together to achieve a total weighted score for the scored questions. The total is then multiplied by the quality weighting above to get a final weighting for overall quality of the bid. The attached blank score sheet will show the calculations.
Price [insert 40%]	**Price Evaluation:** The scoring is carried out within an Excel spread sheet outside of the e-Tender system. All price bids are compared against the lowest bid to reach the percentage difference from the lowest bid. Example if the price weighting were 40%, the calculation would be: (40* lowest price)/bid price The lowest price bid would receive the full 40 points. A negative percentage figure for a lump sum price that is over 100% higher than the lowest price bid will receive a price score of zero. B&NES Council will not award a negative price score Abnormally Low Quotes In the event of the Council having received an abnormally low Quote, it will adopt the procedure in Regulation 69 of the Public Contracts Regulations
Total Weighted Score	The weighted scores for Quality and Price are added together to get a final total score out of 100. In the event of a tie-break, the Council will award to the Bidder with the highest overall Quality score. For contracts below £50,000 in value, the Council may complete an assessment of the winning bidder's financial accounts for due diligence purposes.

5.3 **Clarifications**

Upon examination of the Quotes, the Evaluation Panel may request clarifications from the Bidders. The question(s) will be submitted on the e-Tendering system and Bidders must respond in the same manner.

If clarifications are received from Bidders outside the e-Tendering system, the Panel will ask them to redirect them through the e-tendering system.

It may be necessary to also hold a clarification meeting separately with the Bidders for due diligence purposes. If, as a result of these meetings, the Evaluation Panel decide that the initial scores require adjustment, then the Bidders will be requested to submit a clarification response via the e-tendering system. The Evaluation Panel will keep notes of the reasons why the scores have been adjusted.

5.4 **Final score**

Both the quality and price scores from the Quote and clarifications (where relevant) will be combined to produce a total final score and the Bidder with the best overall total final score shall be identified as the winning Bidder.

5.5 **Customer References**

References may be taken up for the winning Contractor. These will not be scored and will be for due diligence purposes only. The Council will consider whether to award the contract or seek further clarifications from the Bidder.

5.6 **Right to Not Award**

The Council reserves the right to terminate this procedure without any decision to award and will not be liable for any costs incurred by the Bidders in preparing their responses.

5.7 **Right to Terminate Subsequent Contract**

The Council reserves the right to terminate any resulting Contract, if it is discovered that the Bidder made any material misrepresentation and/or have not notified to the Council about any material changes in relation to the information provided in the Quote submission.

5.8 **Contract Award**

Once the authority to award the Contract has been granted, the Evaluation Panel will award the Contract. The successful company will receive a written notification letter that the Council is intending to award them the business.

Unsuccessful companies will receive a written notification that they have been unsuccessful, and that the Council intends to award the Contract to another bidder.

5.9 **Contract Acceptance**

Upon the Council's acceptance of a Quote, a Contract shall thereby be formed and become binding on both parties. Bidders should not submit a Quote unless they agree to be bound by the form of contract issued with that Quote.

The successful Bidder must not undertake work without written notification that they have been awarded a Contract and are required to start work.
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5.10 **Withholding of Confidential Information**

The Council will be careful not to disclose confidential information of the successful Bidder and may withhold debriefing information in certain circumstances including where disclosure would be contrary to the public interest, would prejudice the legitimate commercial interests of any supplier, or might prejudice fair competition.

SECTION 6 - APPENDICES

Appendices

1. Specification and Scope of Works
2. Non-Collusion Certificate
3. Terms and Conditions of Contract
4. Health and Safety Questionnaire – Table 5 only

Appendix 1 – Specification and Scope of Works

RIBA Stage	Outputs
Stage 3 Concept Design – Extended Development	General Arrangement development and options
	Visualisation development
	General Arrangement Sign Off
Stage 3 Spatial Coordination	Layout plans. Including: • General Arrangement • Building Control Layout • Demolition Layout • Coordinated Mechanical • Mechanical Plant Intent • Coordinated Small Power & Data • Coordinated Lighting • Feature Ceiling & Pendant Layout • Audio Visual Layout • Partition & Door Layout • Staircase Design Intent • Stage Design Intent • Platform Lift Design Intent • Joinery Allocation Plan • Manifestation & Signage Allocation Plan • Planting Allocation Plan • Flooring Layout • Decorations Layout
	Furniture details. Including: • Furniture Asset Number Layout • Detailed Furniture Schedule • Furniture Cost Schedule
	Build Cost Plan (Quantity Surveyor)
	Fire Engineer Design
	Change Control Approach
	Build Approach
	Sustainability Approach
	Design Programme
Stage 4 Technical Design	Detailed Drawing Schedule. Including: • General Arrangement • Building Control • Demolition FF&E

	• Demolition Partitions & Doors • Demolition Flooring • Coordinated Mechanical • Mechanical Plant Location • Mechanical Penetration Structural Detail • Coordinated Plumbing • Wet Area Layouts and Detail Elevations • Coordinated Small Power & Data • Coordinated Lighting • Coordinated RCP • Technical Staircase Design • Stage Structural Detail (if required) • Feature Ceiling & Pendant Layout • Audio Visual Layout • Audio Visual Elevations • Partition & Door Layout • Door Details and Schedule • Joinery Allocation Plan • Detailed Joinery Items and Elevations • Finishes and Material Schedule • Detailed Tea Point Elevations • Manifestation & Signage Allocation Plan • Detailed Manifestation & Signage Elevations • Planting Allocation Plan • Flooring Layout • Raised Access Floor Details • Flooring Transition Details • Decorations Layout
	Furniture details. Including: • Furniture Asset Number Layout • Detailed Furniture Schedule • Furniture Cost Schedule
	Fire Engineer Design
	Detailed Build Cost Plan (Quantity Surveyor)
	Build Programme of Works

All above drawings to include finishes, materials, fittings, fixtures and equipment legends/ schedules where applicable.

Bath & North East Somerset Council

Improving People's Lives

APPENDIX 2

Conflict of Interest, Canvassing & Collusive tendering

It is a mandatory requirement that the Supplier signs and complies with this certificate. FAILURE TO SUBMIT THIS DECLARATION WHEN RESPONDING TO THE QUOTE WILL RESULT IN YOUR QUOTE NOT BEING EVALUATED

DECLARATIONS

Tender for Contract:	
Supplier Name:	

CONFLICT OF INTEREST, CANVASSING & COLLUSIVE TENDERING

1 In consideration of the Council accepting our tender we undertake and agree to advise the Council immediately upon becoming aware of any conflict of interest or potential conflict of interest, whether deliberate or otherwise, that may arise either during the term of the Contract or for a period of two years after its termination.

2 I/We further hereby undertake that I/We will not in the future canvass or solicit any Member Officer or Employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the provision of the Service and that no person employed by me/us or acting on my/our behalf will do any such act.

3 I/We certify that

(a) this is a bona fide Tender, intended to be competitive, and that I/We have not fixed or adjusted the amount of the Tender (or the rates and prices quoted) by or under or in accordance with any agreement or arrangement with any other person.

(b) I/We have not canvassed or solicited any Member Officer or Employee of the Council in connection with the preparation or award of this Tender or any other Tender or proposed Tender for the provision of the Goods/Services and that no person employed by me/us or acting on my/our behalf has done any such act.

(c) that I/We have not done and undertake that I/We will not do at any time before the hour and date specified for the return of this Tender any of the following acts:

(i) Offer or give or agree to give any officer or member of the Council any gift or consideration of any kind as an inducement or bribe to influence its decision in the tendering procedure.

(ii) Communicated to any person other than the Council the amount or approximate amount of the proposed Tender (other than in confidence in the circumstances and to the persons described in the Guidance & Instructions).

(iii) Enter into any agreement or arrangement with any person as to the amount of any proposed tender or that the person shall refrain from tendering.

Person authorised to submit the Tender:

Signature: .....

Name:.....

Position: .....

Dated: .....

APPENDIX 2

TERMS & CONDITIONS

APPENDIX 3
(add any appendices as required)

Glossary

‘Bidder’ means the company that is submitting a Quote response to this Invitation to Quote document;

‘Contracting Bodies’ or ‘Contracting Body’ means a public sector organisation or Local Authority described in the Contract or Framework Agreement which is allowed to procure under the Contract;

‘Contractor’ means the person, firm or company appointed by the Council or Contracting Body to supply the Goods or Services or Works under this Contract and shall include the Contractor's employees, personal representatives, successors and permitted assigns;

‘Council’ means Bath & North East Somerset Council;

‘Contract’ means the written agreement between the Council or Contracting Body consisting of the clauses within the terms and conditions of contract and the Order;

‘e-Tender system’ means the electronic Tender system Supplyingthesouthwest. It is provided by ProActis and is hosted via http://www.supplyingthesouthwest.org.uk;

‘Invitation to Quote’ means this document and all its components, which is inviting Bidders to bid for the Contract or for inclusion in the Framework Agreement;

‘Offer’ means the offer made by the Bidder in relation to the proposed Contract;

‘Specification’ means the scope and description of the Goods, Services or Works to be provided pursuant to this Contract as set out in Section 1 – Specification.