

Architectural Design Services

Tender for Design Services

On behalf of Winchester City Council

Sport and Leisure Centre Project

February 2017

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Introduction

1 Introduction

Winchester City Council (**WCC**) intends to construct a new sport and leisure facility. The proposed facility mix currently includes a 50m swimming pool. WCC invite consultants to tender for the architectural design services to support this project. Tenderers are invited to provide a submission in accordance with the criteria included in this document covering the following areas:

- Previous experience
- Technical ability
- Fee and resource proposal

Mace is acting on behalf of Winchester City Council (**WCC**) as project and cost managers for the new sport and leisure facility. For the purposes of this tender and the management of the on-going design services Mace are acting as Employer's Agent.

It should be noted that whilst Mace are leading on the procurement, all appointments will be made directly to WCC.

The purpose of this procurement exercise is to appoint a consultancy to provide architectural design services for the duration of the project from RIBA Stage 2 through to completion. There are key design gateways at completion of RIBA Stage 2 and RIBA Stage 3. WCC reserves the right to terminate the commission at any stage.

It is currently considered that the procurement of the construction of the centre will be a two stage Design and Build process. The architect will be required to develop the design up to RIBA Stage 4 and will then be retained as a technical advisor to the WCC during construction (i.e. it is not intended that the Architect be novated to the contractor).

Consultants are advised that high quality design achieved through extensive community consultation and stakeholder engagement are considered to be critical to the success of this project.

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Design Brief

2 Design Brief

River Park Leisure Centre in Winchester is now more than 40 years old and the centre has limited ability to meet the needs of a growing population. WCC has looked at various options for replacing or refurbishing the leisure centre. In September 2015 WCC agreed a preferred option (subject to it being affordable and deliverable) to build a new sport and leisure centre at Bar End in Winchester, next to the existing sports stadium. Land at Bar End is owned by WCC, The University of Winchester and Hampshire County Council. Further information on the project is available on WCC's website

<http://www.winchester.gov.uk/projects/project/6>

Subject to obtaining the relevant approvals WCC wishes to procure the design and construction of a new sport and leisure centre. The long term aspiration of the site is for a Sport and Leisure Park to be developed in conjunction with WCC's partners (The University of Winchester and Hampshire County Council). The proposed facility mix for the sport and leisure centre at Bar End is intended to include: 50m pool, 20m learner pool, water play area, 12 court sports hall, 4 squash courts, a fitness gym with 4 studios, a hydrotherapy centre and other state-of-the-art facilities.

In relation to non-sporting parameters for the building, the following principles have been adopted as general requirements:

- Internal material and finishes with good whole life cost performance without any non-essential finishes, aiming for a durable but welcoming feel
- A good quality external appearance design which seeks to make best use of views whilst minimising the impact on the surrounding area and is capable of securing planning permission but without any non-essential cost
- A building which reaches high standards of performance in sustainability terms, particularly for efficient energy consumption and low carbon emissions (in line with the WCC's adopted '12 Actions for a Lower Carbon Council')
- WCC aspires to deliver a BREEAM Excellent building with a minimum expectation of Very Good; the building is required to achieve an EPC A rating
- High standards of hard and soft landscaping forming part of a cohesive design sensitive to the location
- WCC seeks to make the location accessible to all modes of travel and provide adequate parking to serve the needs of the users and staff, without negatively effecting on adjacent residential areas

Further to the above, the design of the proposed sport and leisure centre is required to consider the following key features:

- Proximity to the South Downs National Park
- Historic nature of the City of Winchester
- The context of an Urban Design Framework
- Location adjacent to residential districts
- Potential future district heating strategy

To assess the feasibility of options for the sport and leisure centre a number of technical studies have been undertaken, these include:

- Leisure Centre Site Planning Study – July 2013
- Flood Risk Assessment – November 2013
- Ecological Appraisal, Bar End – November 2013
- Cultural Heritage Assessment, Bar End – January 2014
- Landscape Appraisal – July 2014
- Transport Report – July 2014
- Ground Contamination, Phase I Desk Study – July 2016
- Ecological Surveys – September 2016
- Interim Transport Assessment – September 2016
- Statutory Undertakers Information
- Topographical Surveys
- Highway Designs
- Soakaway Testing

The technical studies are available on the WCC's website or from WCC on request.

<http://www.winchester.gov.uk/planning/major-sites/leisure-centre-project/core-documents/>

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Service Requirements

3 Service Requirements

Architectural services for the project are to include the following services and responsibilities:

- Architectural design services
- Acting as Lead Designer
- Acting as Principal Designer (as defined by the Construction Design and Management) Regulations 2015 (**CDM**)
- Community and stakeholder engagement
- Acting as BIM manager
- Urban Design Framework, as described in the Scope of Services

A detailed Scope of Service is included within Appendix A.

An outline programme of works is provided in Appendix H.

Please note that the Architect (in common with all consultants engaged in respect of this project) will be required to the RIBA Plan of Work 2013 and are to assist in supplying the information defined within the workflow on the following page as a minimum.

It is assumed that WCC will progress the design up to RIBA Stage 4 including development of Employer's Requirements. At this point the design shall be novated to a Design and Build contractor.

It is intended that the Architect and Building Services engineer shall be retained as technical advisors to WCC throughout the remainder of the procurement and RIBA Stages 5-7 through to completion. It is intended that the Civil Engineer shall be novated to the contractor for the remainder of the procurement and RIBA Stages 5-7 through to completion.

WCC is anticipating that a number of the required services may need to be provided by sub-consultants. Sub-contracting is acceptable to WCC subject to this relationship and the proposed sub-consultant being clearly identified within the tender. The Architect is to act as the principal point of contact and will be fully responsible for the satisfactory performance of any sub-consultants and must manage its sub-consultants accordingly.

The RIBA Plan of Work 2013 organises the process of briefing, designing, constructing, maintaining, operating and using building projects into a number of key stages. The content of stages may vary or overlap to suit specific project requirements. The RIBA Plan of Work 2013 should be used solely as guidance for the preparation of detailed professional services contracts and building contracts.

Stages	0	1	2	3	4	5	6	7
Tasks	Strategic Definition	Preparation and Brief	Concept Design	Developed Design	Technical Design	Construction	Handover and Close Out	In Use
Core Objectives	Identify client's Business Strategy Brief and other core project requirements.	Develop Project Objectives, Outcomes and Project Outcomes Sustainability Aspirations, Project Budget, other parameters or constraints and develop Initial Project Brief. Undertake Feasibility Studies and review of Site Information.	Prepare Concept Design, including preliminary building services systems, outline specifications and preliminary Cost Information along with relevant Project Strategies in accordance with Design Programme. Agree alterations to brief and issue Final Project Brief.	Prepare Developed Design, including updated proposals for structural design, building services systems, outline specifications, Cost Information and Project Strategies in accordance with Design Programme.	Prepare Technical Design Responsibility Matrix and Project Strategies to include all architectural, structural and building services information, specialist subcontractor design and specifications, in accordance with Design Programme.	Offsite manufacturing and construction in accordance with Construction Programme and resolution of Design Queries from site as they arise.	Handover of building and completion of Building Contract.	Undertake In Use services in accordance with Schedule of Services.
Procurement *Variable task bar	Initial considerations for assembling the project team.	Prepare Project Roles Table and Contractual Tree and assemble the project team.	←----- Initiate and Review Project Programme. The procurement strategy does not fundamentally alter the progression of the design or the level of detail prepared at a given stage. However, the procurement route and Building Contract. A bespoke RIBA Plan of Work 2013 will set out the specific tendering and procurement activities that will occur at each stage in relation to the chosen procurement route.	←----- Initiate and Review Project Programme. The procurement route may dictate the Project Programme and may result in certain stages overlapping or being undertaken concurrently. A bespoke RIBA Plan of Work 2013 will clarify the stage overlaps. The Project Programme will set out the specific stage dates and detailed programme durations.	----->	Administration of Building Contract, including regular communications and review of progress.	Conclude administration of Building Contract.	
Programme *Variable task bar	Establish Project Programme.	Review Project Programme.	Review Project Programme.	Review Project Programme.	Review Project Programme.	Review Project Programme.	Review Project Programme.	Review Project Programme.
(Town) Planning *Variable task bar	Pre-application discussions.	Pre-application discussions.	Pre-application discussions.	Pre-application discussions.	Pre-application discussions.	Pre-application discussions.	Pre-application discussions.	Pre-application discussions.
Suggested Key Support Tasks	Review Feedback from previous projects.	Prepare Handover Strategy and Risk Assessments. Agree Schedule of Services, Design Responsibility Matrix and Information Exchanges and prepare Project Execution Plan. Undertake third party consultation and any Research and Development aspects. Review and update Project Execution Plan. Consider Construction Strategy, including offsite fabrication, and develop Health and Safety Strategy.	Prepare Sustainability Strategy, Maintenance and Operational and Handover Strategies and Risk Assessments. Undertake third party consultation and any Research and Development aspects. Review and update Project Execution Plan. Consider Construction Strategy, including offsite fabrication, and develop Health and Safety Strategy.	Review and update Sustainability Strategy, Maintenance and Operational and Handover Strategies and Risk Assessments. Undertake third party consultation and any Research and Development aspects. Review and update Project Execution Plan, including Change Control Procedures, Construction and Health and Safety Strategies.	Review and update Sustainability Strategy, Maintenance and Operational and Handover Strategies and Risk Assessments. Prepare and submit Building Regulations application and other third party submissions requiring consent. Review and update Project Execution Plan. Review Construction Strategy, including sequencing and update Health and Safety Strategy.	Review and update Sustainability Strategy, Maintenance and Operational and Handover Strategies and Risk Assessments. Prepare and submit Building Regulations application and other third party submissions requiring consent. Review and update Project Execution Plan. Review Construction Strategy, including sequencing and update Health and Safety Strategy.	Carry out activities listed in Handover Strategy. Feedback for use during the future life of the building or on future projects. Updating of Project Information as required.	Conclude activities listed in Handover Strategy. Feedback for use during the future life of the building or on future projects. Updating of Project Information as required, in response to ongoing client Feedback until the end of the building's life.
Sustainability Checkpoints	Sustainability Checkpoint – 0	Sustainability Checkpoint – 1	Sustainability Checkpoint – 2	Sustainability Checkpoint – 3	Sustainability Checkpoint – 4	Sustainability Checkpoint – 5	Sustainability Checkpoint – 6	Sustainability Checkpoint – 7
Information Exchanges (at stage completion)	Strategic Brief.	Initial Project Brief.	Concept Design including outline structural and building services design, associated Project Strategies, preliminary Cost Information and Final Project Brief.	Developed Design, including the coordinated architectural, structural and building services design and updated Cost Information.	Completed Technical Design of the project.	'As-constructed' Information.	Updated 'As-constructed' Information.	'As-constructed' Information updated in response to ongoing client Feedback and maintenance or operational developments.
UK Government Information Exchanges	Not required.	Required.	Required.	Required.	Not required.	Not required.	Required.	As required.

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Tender Return

4 Tender Return

4.1 Timetable

Whilst WCC does not intend to depart from the timetable set out below, it reserves the right to do so at its sole discretion at any time. Nothing in this timetable should be understood to be a representation that any specific thing will be done at or within any specific time or at all.

Stage	Date / Time
Issue of Information	22 nd February 2017
Clarification Deadline	21 st March 2017
Clarification Response	24 th March 2017
Tenders Returned	31 st March 2017
Clarification Presentation	19 th – 20 th April 2017
Award Notice	1 st May 2017
Commencement	15 th May 2017
RIBA 2	29 th May 2017

4.2 Tender Checklist

Requirement	Included
Standard Questionnaire	YES / NO
Company Information	YES / NO
Project Organisation and Personnel	YES / NO
Project Experience	YES / NO
Key Risks and Project Issues	YES / NO
Design Programme	YES / NO
Commercial Value	YES / NO
Community Engagement	YES / NO

Quality Control Plan	YES / NO
RIBA Accreditation (or equivalent)	YES / NO
ISO 9001 Accreditation (or equivalent)	YES / NO
Cost Submission	YES / NO
Acceptance of Form of Appointment	YES / NO

4.3 Tender Instructions

Tender Evaluation Process

The evaluation of Tender submissions is divided into two distinct stages:

- Stage A – the selection stage; and
- Stage B – the award stage

Stage A questions and the corresponding evaluation approach to Tenderers responses are set out part 4.4 (Standard Questionnaire)

Stage B questions and the corresponding evaluation approach to Tenderers responses are set out part 4.5 (Tender Submission) and part 5 (Evaluation)

IMPORTANT - Part 4.4 (Standard Questionnaire) is a Pass/Fail section.

Tender submissions that fail to satisfy WCC's required minimum standards (by registering a fail in respect of any pass/fail questions) in relation to economic and financial standing and technical and professional ability and/or where there is perceived to be a risk to public sector business and/or public money if a potential provider bidding for a contract were to go out of business during the life of the contract, or have inadequate financial resources to perform the contract; and where any potential provider whose current financial capacity would pose an unacceptable risk to business and/or public money will be excluded from further participation in the procurement process.

Only those Tender submissions that satisfy the WCC's required minimum standards will proceed to Stage B, the award stage, to be evaluated in accordance with part 5.

Tender Submission

Tenders must be completed in the English Language.

The tender (including price) should remain valid for a minimum of 120 days from the tender closing date.

Tenderers should not include in the tender any extraneous information which has not been specifically requested in this document including, for example, any sales literature etc.

Tenderers are to respond in paper copy as detailed below.

Responses from Tenderers including all supporting information listed below must be submitted before the deadline detailed in this document:

- Completed, signed and dated Form of Tender (Appendix I)
- Completed and signed fee proposal (Submission of Tenders – Section 10)
- Completed and signed Non-Collusion Certificate (Appendix J)

Tenderers who do not sign the Form of Tender and Non-Collusion Certificate will be excluded from the tender process.

Tenders should be returned to Head of Legal and Democratic Services, Winchester City Council, at the following address:

Address: Head of Legal and Democratic Services

Winchester City Council, City Offices, Colebrook St, Winchester, SO23 9LJ

Deadline: 1200, Friday 31st March 2017

Tenderers are to submit 2no paper copies of the tender submission and 1no electronic copy on a memory stick.

Tender submissions are to be enclosed in one or more sealed packages bearing the tender label attached in Appendix G. Please note that no marks, including any postal or franking devices that identify the Tenderer must appear on the envelope.

All supporting documentation requested i.e. financial statements, are to be provided on the memory stick and clearly formatted as such. If the financial statements are available free of charge on a relevant national database, tenderers should state where this evidence may be found and are not obliged to submit electronic or hard copies of financial statements.

WCC reserves the right to request clarification and/or further financial information where required to conduct a fair assessment.

WCC requests a minimum turnover two times annual contract value (assumed annual contract value for evaluation purposes only £500,000).

No other formats will be accepted and tenderers are requested to consider the environment and ease of recycling when compiling the return, although this does not form part of the evaluation.

Any tenders received after 1200 on Friday 31st March 2017 will be not accepted.

Expression of Interest:

Tenderers are requested to formally respond to the notice to register interest in the project with a specified contact email.

The list of expressions of interest shall be used in the distribution of clarifications and tender addenda.

Tender Clarifications:

All requests for clarification or further information should be addressed for the attention of Jo Anderson, Winchester City Council. No approach of any kind in connection to this project should be made to any other person within, or associated with WCC.

All clarifications are to be emailed to leisurefacility@winchester.gov.uk.

All clarifications will be logged using the pro-forma contained in Appendix D. Clarifications will be distributed to all those who have expressed an interest in submitting a tender for the services.

The deadline for submission of tender clarifications is 1200 Tuesday 21st March 2017.

With final responses to be issued by 1600 Friday 24th March 2017.

Tender Queries:

Each tender will be checked initially for compliance with all requirements outlined in this document. WCC reserves the right to call for clarification from Tenderers to clarify their tender responses.

All queries will be issued from winchesterleisure@macegroup.com to the designated email address provided by the Tenderer within the tender submission

All tender queries will be logged using the pro-forma contained in Appendix E.

Presentation Day:

All Tenderers that are not excluded on the basis of grounds for exclusion included within this invitation to tender will be invited to a presentation day. Each Tenderer will have a half hour timeslot to present their tender and respond to any further queries raised by WCC and its advisers in a further half hour question and answer timeslot.

The presentation is not scored and will not be separately evaluated. The presentation will however be used for the purposes of clarification, verification and confirmation of written Tender responses in relation to questions in section 4.5. Accordingly, WCC reserves the right to amend the Tender scores in relation to questions in section 4.5 (in accordance with the evaluation methodology in Section 5.2 of this tender document) following the presentation exercise referred to above.

Tenderers will be notified of the agenda on Monday 10th April 2017.

Tenderers will be required to attend to deliver presentations on Wednesday 19th - Thursday 20th April 2017.

Tenderers are required to ensure that their core delivery team are in attendance at the presentation day to respond to queries. The list of attendees is to be submitted to WCC with the tender for agreement with Mace and WCC. WCC reserves the right to request the attendance of any individual named within the tender submission.

Form of Tender

Tenders are required to complete and sign the Form of Tender contained in Appendix I and return with their tender submission. **Tenderers who do not do so will be excluded from the tender process.**

Non-Collusion

Tenders are required to complete and sign the Non-Collusion certificate attached contained in Appendix J and return with their tender submission. **Tenderers who do not do so will be excluded from the tender process.**

Tender Conditions Disclaimer, Confidentiality and Related Matters

By receiving this Invitation to Tender (ITT), the Tenderer organisation agrees to keep confidential the information contained in the tender documents or made available in connection with any further enquiries. Tenderers should not disclose the fact that they have expressed an interest to tender for the service requirements referred to in part 3 of this ITT (Service Requirements) or propose to submit a tender (defined hereinafter) to any other parties other than on a strictly confidential basis to those parties whom they need to consult for the purposes of preparing the tenders. The ITT may be made available to the employees and professional advisors directly involved in the appraisal of such information.

The ITT shall not, either in whole or part, be copied, reproduced, distributed or otherwise made available to any other party in any circumstances without prior written consent from WCC, nor may it be used for any other purpose than that for which it is intended.

Neither WCC, its technical, financial or legal advisors nor any other advisor (or the directors, officers, members, partners, employees, staff, agents or advisors of any person):

- makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT. Any persons considering making a decision to submit a tender and/or enter into contractual relationships with WCC following receipt of the ITT should make their own investigations and their own independent assessment of WCC and its Services Requirement, and should seek their own professional technical, financial and legal advice
- accepts any responsibility for the information contained in this ITT or for its fairness, accuracy or completeness. Nor shall any of them 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. Only the express terms of any written contract/s relating to the subject matter of this ITT, as and when it is executed, shall have any contractual effect in connection with the matters to which it relates
- will be liable for any costs incurred by a Tenderer responding to the ITT, whether incurred by them directly or their advisors or sub-contractors including (but not limited to) the development and submission of tenders and attendance at any meetings or interviews thereafter.

The publication of this ITT in no way commits WCC to award any contract pursuant to any procurement process.

In so far as it is compatible with any relevant laws, WCC reserves the right, without prior notice, to change the basis of, or the procedures for, the competitive process for the award of the contract or to reject any or all tenders. In no circumstances will WCC incur any liability in respect of the foregoing.

Tenderers should read these instructions carefully before completing the ITT documentation. In submitting a tender response, Tenderers confirm that they have read and understood the contents.

Failure to comply with these requirements for completion and submission of the tender response may result in the rejection of the tender.

WCC requires adherence to all instructions and conditions within this ITT from each of the Tenderers and the participation in the tender process by each Tenderer shall be construed as unqualified acceptance of such obligations by and on behalf of that Tenderer.

The ITT is provided on the same basis to all organisations who have expressed an interest. WCC will not provide any further information, other than clarification of the information included in supplied documents, during the tender process.

The ITT supersedes all previously published documentation relating to this procurement, and should be read as a stand-alone document. In evaluating Tenders from Tenderers, WCC will only consider information provided in response to or arising from the ITT.

Amendments to ITT

Throughout the procurement, WCC may issue ITT Updates, which will be identified by a version number and the date. No other statements issued by WCC in relation to the ITT shall constitute ITT Updates unless subsequently ratified by an ITT Update.

Such ITT Updates will contain details of any amendments to the ITT, together with any further information, which may assist the Tenderers in the preparation of their submissions.

WCC reserves the right to make amendments to the ITT at any time up to the conclusion of the procurement.

Data Protection Act

Tenderers shall at all times:

- comply with the Data Protection Act 1998 (as amended from time to time and any subsequent data protection legislation from time to time in force) (the DPA); and
- maintain the confidentiality of personal data to which they have authorised access pursuant to this ITT; and
- indemnify WCC and keep WCC indemnified against loss, destruction or procuring of data contrary to the DPA by the Tenderer, its servants or agents; and
- in accordance with paragraph 12 of Part 11 of Schedule 1 to the DPA:
 - process any personal data supplied to the Tenderer by WCC only in accordance with WCC's written instructions; and
 - comply with obligations equivalent to those imposed by a data controller by the seventh principle of Part 1 of Schedule 1 to the DPA.

Freedom of Information Act

Tenderers are to note that WCC is subject to the Freedom of Information Act 2000 (the FOIA) and the Environmental Information Regulations 2004 (EIR). Under the FOIA and EIR, members of the public or any interested party may make a request for information held by WCC at the time of the request.

Following such request, WCC will consider the disclosure of any information, including price quotes, contained in tenders both successful and unsuccessful, subject to the exemptions of the FOIA. Tenderers should be aware that attaching a blanket label of 'private and confidential', 'commercially confidential' or similar to a tender may not exempt those tenders from disclosure under the FOIA.

If a Tenderer considers that all or any part of their tender and/or any specific information contained therein constitutes a "trade secret", or that the tender or information is commercially sensitive information, disclosure of which would be likely to prejudice the commercial interests of any party, or believes that a duty of confidentiality applies or otherwise considers that such documents and/or information falls within any other exemption set out in the FOIA, the Tenderer should:

- attach information it considers to be commercially sensitive (e.g. costing or trade secrets) in a separate schedule marked 'commercially sensitive information' or 'trade secret' and include a time limit for the sensitivity of the information; and
- in respect of such schedule and/or specific information, identify the particular FOIA exemption that the Tenderer claims applies in the particular circumstances. Tenderers should do so in full knowledge of the relevant terms of the Lord Chancellor's Code of Practice (the Code) under Section 45 of the FOIA, giving advice to public authorities on the handling of requests under the FOIA. This will enable Tenderers to make such claims based on reasons that address the requirements of the Code. Further information about the FOIA and a copy of the Code is available from the Department of Constitutional Affairs' website at www.dca.gov.uk/foi/codepafunc.html.

Tenderers should be aware that, even when they have scheduled or identified relevant documents and/or information and claimed exemption in accordance with this ITT, WCC will have complete discretion in deciding whether such documents and/or information should be disclosed under the FOIA.

Small Business Enterprise and Employment Act 2015

Tenderers are to note that WCC is subject to the Small Business Enterprise and Employment Act 2015 (SBEEA). Under SBEEA, the Government's Mystery Shopper service is empowered to investigate concerns raised on the Mystery Shopper website about public sector procurement exercises. Contracting authorities are required to assist all investigations and to provide relevant information and/or documents within 30 calendar days of a formal notice. This may require WCC to disclose any information contained in any tender submitted by Tenderers.

By submitting a tender, the Tenderer acknowledges and agrees that WCC has complete discretion in deciding whether such documents and/or information should be disclosed

under SBEEA (even where Tenderers have identified certain information in their submissions as confidential) and the Tenderer agrees to waive any contractual or other confidentiality rights and obligations associated with the disclosure of information under SBEEA.

Copyright

Tenderers are reminded that the copyright in this ITT rests with WCC and its appointed advisors. This ITT may not either in whole or in part be copied, reproduced, distributed or otherwise made available to any other third party without the prior written consent of WCC except in relation to the preparation of a tender. All documentation supplied by WCC in relation to this ITT is, and shall remain, the property of WCC and must be returned on demand, without any copies being retained.

Consortia and Sub-Contracting

Where a consortium or sub-contracting approach is proposed, all information requested should be given in respect of the proposed prime contractor or consortium leader. Relevant information should also be provided in respect of consortium members or sub-contractors who will play a significant role in the delivery of the Service Requirements under any ensuing contract. For the purposes of this ITT, a significant role is where in respect of Stage A – Standard Questionnaire, the economic and financial standing and the technical or professional ability of the consortium member or subcontractor is referred to or relied on in the response to the ITT.

Tender responses must enable WCC to assess the overall service offering proposed. Tenderers should note that in the case of a consortium approach not involving a prime contractor, WCC will require that the liability of the consortium members shall be joint and several.

Where the proposed prime contractor is a special purpose vehicle (“SPV”), full information should be provided about the extent to which the SPV will call upon the resources and expertise of its members to fulfil the Service Requirements, including whether a parent company guarantee or bond will be available.

WCC recognises that arrangements in relation to consortia and sub-contracting may (within limits) be subject to future change. Tenderers should therefore respond in the light of the arrangements as currently envisaged. Tenderers are reminded that any future change in relation to consortia and sub-contracting must be notified to the WCC so that they can make a further assessment by applying the selection criteria to the new information provided.

Without prejudice to the above, WCC need to ensure that any entity within the WCC contract meets the financial standing requirements in the ITT. Consequently:

- where an SPV arrangement is proposed, Tenderers must identify and must provide full financial details in respect of the member or members of the SPV (or parent company thereof) which will provide a guarantee of the performance of the SPV

- where a Tenderer intends to rely on the financial standing of other entities (whether parent companies, group companies or otherwise), full information must be provided about those other entities

Membership and Eligibility

WCC must be notified in writing of any change in the control, composition or membership of a Tenderer that has taken place subsequent to the submission of the Tender response.

Similarly, WCC must be notified in writing of any changes that have been made to a Tenderer's nominated suppliers or advisors. WCC reserves the absolute right to withhold approval for any such changes and to disqualify the Tenderer concerned from any further participation in the procurement process.

Conflicts of Interest

WCC requires that all actual or potential conflicts of interest are declared and resolved to its satisfaction prior to the evaluation of tenders.

Without limitation, such conflicts of interest may be perceived by WCC to arise in circumstances where:

- an organisation or any person employed or engaged by or otherwise connected with the organisation is carrying out, or has carried out, any work for WCC in the last three (3) years; or
- an organisation (or its advisors or any person employed or engaged by it) is potentially providing services for more than one prospective Tenderer in respect of the procurement; or
- an organisation employs or engages, or has employed or engaged any person currently or formerly employed or engaged by or otherwise connected with WCC.

Collusive Submissions

Any Tenderer who:

- fixes or adjusts their tender rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person; or
- communicates to any person other than the WCC the amount or approximate amount of its proposed tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the tender for insurance or similar activity); or
- offers or agrees to pay or gives or does pay or give any sum of money inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender act or omission;

will be (without prejudice to any other civil remedies available to WCC and without prejudice to any criminal liability which such conduct by a Tenderer may attract) disqualified.

The Tenderer warrants that their tender shall be bona fide and shall be intended to be competitive and that they have not done and will not do at any time any of the acts set out in above.

Right to Reject / Disqualify a Tenderer

WCC reserves the right to reject or disqualify a Tenderer where:

- a tender response is submitted late, is completed incorrectly, is materially incomplete or fails to meet WCC's Service Requirements which have been notified to Tenderers;
- price or cost proposals appear to be abnormally low;
- the Tenderer and/or a member(s) of its supply chain satisfy any of the mandatory or discretionary grounds for exclusion per Regulation 57 of The Public Contracts Regulations 2015 at any stage during the tender process and WCC considers that any self-cleaning proposals / measures are insufficient and therefore not accepted;
- the Tenderer and/or a member(s) of its supply chain are guilty of material misrepresentation in relation to information provided by the Tenderer during the pre-qualification stage and/or in connection with any tender response;
- the Tenderer and/or a member(s) of its supply chain contravene any of the terms and conditions of this ITT or other document issued by WCC; or
- there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer.

Governing Law

This ITT and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of England. The courts of England sitting in Winchester shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this ITT or its subject matter.

STAGE A

4.4 Standard Questionnaire

Additional Notes for completion

References to WCC include anyone acting on behalf of WCC that is seeking to invite suitable candidates to participate in this procurement process.

“You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “Potential Supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “Regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.

Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’.

WCC recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-consultants, may be subject to change and will therefore, not be finalised until a later date. The lead contact should notify WCC immediately of any change in the proposed arrangements and ensure a completed part 1 and part 2 is submitted for any new organisation relied on to meet the selection criteria. WCC will make a revised assessment of the submission based on the updated information.

Consequences of Misrepresentation

If you misrepresent any factual information in filling in the Selection Questionnaire, and so thereby induce WCC to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into, you may be sued for damages and the contract may be rescinded. If fraud or fraudulent intent can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

For part 1 and part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.

All sub-consultants are required to complete part 1 and part 2.

For answers to part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-consultants, you should complete all of the questions on behalf of the consortium and/ or any sub-consultants, providing one composite response and declaration.

WCC confirms that it will keep confidential and will not disclose to any third parties any information obtained from a tenderer, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made

by any competent authority or body where WCC is under a legal or regulatory obligation to make such a disclosure.

Potential Supplier Information and Exclusion Grounds: part 1 and part 2.

The standard Selection Questionnaire part 1 and part 2 is a self-declaration, made by you (the supplier / Tenderer), that you do not meet any of the grounds for exclusion . If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

A completed declaration of part 1 and part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusion grounds. Consequently, we require all the organisations that you will rely on to meet the selection criteria to provide a completed part 1 and part 2. For example, these could be parent companies, affiliates, associates, or essential sub-consultants, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-consultants that you rely on to meet the selection criteria must also complete a self-declaration (although sub-consultants that are not relied upon do not need to complete the self-declaration).

4.4.1 Part 1: Potential Supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the part 1 and part 2 self-declaration.

Section 1.1	Potential Supplier Information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status a) Public limited company b) Limited company c) Limited liability partnership d) Other partnership e) Sole trader f) Third sector g) Other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide	

	additional details of what is required and confirmation that you have complied with this.	
1.1(k)	Trading name(s) that will be used if successful in this procurement	
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public service mutual	
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. (Please enter N/A if not applicable)	
1.1(o)	Details of immediate parent company: - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	
1.1(p)	Details of ultimate parent company: - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable)	

	- Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	
--	---	--

Section 1.2	Bidding Model				
Question number	Question	Response			
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide details listed in questions 1.2(a) - (ii), (a) - (iii) and to 1.2(b) - (i), (b) - (ii), 1.3, Section 2 and 3. If no, and you are a supporting Tenderer please provide the name of your group at 1.2(a) - (ii) for reference purposes, and complete 1.3, Section 2 and 3.			
1.2(a) - (ii)	Name of group of economic operators (if applicable)				
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.				
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes <input type="checkbox"/> No <input type="checkbox"/>			
1.2(b) - (ii)	If you responded yes to 1.2(b) - (i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.				
	Name				
	Registered address				
	Trading status				
	Company registration number				

	Head Office DUNS number (if applicable)					
	Registered VAT number					
	Type of organisation					
	SME (Yes/No)					
	The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables					
	The approximate % of contractual obligations assigned to each sub-contractor					

Contact Details and Declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that WCC may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1.3	Contact Details and Declaration	
Question number	Question	Response
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	
1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	

4.4.2 Part 2: Exclusion Grounds

Grounds for Mandatory Exclusion

Section 2	Grounds for Mandatory Exclusion	
Question number	Question	Response
2.1(a)	Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of an organisation are set out on this webpage , which should be referred to before completing these questions.	

	Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation have been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage .	
	Participation in a criminal organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 2.1(b)
	Corruption.	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 2.1(b)
	Fraud.	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 2.1(b)
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 2.1(b)
2.1(b)	If you have answered yes to question 2.1(a), please provide further details. Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction, Identity of who has been convicted If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.	
2.2	If you have answered yes to any of the points above, have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning)	Yes <input type="checkbox"/> No <input type="checkbox"/>

2.3(a)	Regulation 57(3) Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	

Please Note: WCC reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

Grounds for Discretionary Exclusion

Section 3	Grounds for Discretionary Exclusion	
Question number	Question	Response
3.1	Regulation 57 (8) The detailed grounds for discretionary exclusion of an organisation are set out on this webpage , which should be referred to before completing these questions. Please indicate if, within the past three years, anywhere in the world, any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.	
3.1(a)	Breach of environmental obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1 (b)	Breach of social obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2

3.1 (c)	Breach of labour law obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(h)	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(j)	Please answer the following statements:	
3.1(j) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2

	fulfilment of the selection criteria.	
3.1(j) - (ii)	The organisation has withheld such information.	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(j) –(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(j)-(iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.2	If you have answered yes to any of the above, explain what measures have been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning)	

4.4.3 Part 3: Selection Questions

Economic and Financial Standing

Section 4	Economic and Financial Standing	
Question number	Question	Response
4.1	Please indicate which of the following you have provided to demonstrate your economic / financial standing a copy of your audited accounts for the last two years. If no, can you provide one of the following: answer with Y/N in the relevant box.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent	Yes <input type="checkbox"/> No <input type="checkbox"/>

	year of trading for this organisation.	
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	Yes <input type="checkbox"/> Pass No <input type="checkbox"/> Fail

Section 5	Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015	
Question number	Question	Response
5.1	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Yes <input type="checkbox"/> N/A <input type="checkbox"/>
5.2	If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	Yes <input type="checkbox"/> Please provide the relevant url ... No <input type="checkbox"/> Please provide an explanation

4.4.4 Part 4: Additional Questions

Section 6	Additional Questions	
Question number	Question	Evaluation
7.1	Insurance	
a.	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: Y/N</p> <p>Employer's (Compulsory) Liability Insurance = £10 million</p> <p>Public Liability Insurance = £10 million</p> <p>Professional Indemnity Insurance = £10 million</p> <p>Response:</p>	<p>Pass/Fail</p> <p>Please confirm you have the insurances in place or will undertake to obtain them if you are the successful Tenderer.</p> <p>Pass – Confirmed</p> <p>Fail – Declined</p>
6.2	Organisational and Health and Safety Compliance	
	<p>1. Please confirm your organisation complies with all relevant Health & Safety legislation including:</p> <ul style="list-style-type: none"> • Health & Safety at Work Act 1974 • The Construction Design and Management (CDM) Regulations 2015 • The Management of Health and Safety at Work Regulations Management • COSHH Regulations • Manual Handling Regulations • The Provision and Use of Work Equipment Regulations 1998 • The Work at Height Regulations 2005 <p>Response:</p>	<p>Yes – Pass</p> <p>No - Fail</p>
6.3	Incidents and Disputes	

	<p>2a</p> <p>Is there any material pending or threatened litigation or other legal proceedings connected with similar projects against the Tenderer and/or any of its named consortium members (sub-contractors) that may materially affect delivery of the Services?</p> <p>Response:</p>	<p>Pass / Fail</p> <p>WCC will not select a Tenderer to tender if its answer is “Yes” to this question.</p>
	<p>2b</p> <p>Has there been any material litigation or other legal proceedings connected with similar contracts against the Tenderer and/or any of its named consortium members (sub-contractors) in the last three years that will materially affect delivery of the Services?</p> <p>Response:</p>	<p>Pass / Fail</p> <p>WCC will not select a Tenderer to tender if its answer is “Yes” to this question.</p>

STAGE B

4.5 Tender Submission

4.5.1 Section 1 - Company Information

Please provide details of:

- Company name
- Company address
- Company number
- Company VAT registration number
- Name, telephone number, email and position of contact for this tender

4.5.2 Section 2 - Project Organisation and Personnel

Question:

Part A: Please provide your proposed organisational structures for the delivery of the project, ensuring that key area (to include) not limited the following:

- Design delivery i.e. core delivery team
- Additional Practice resources i.e. support services
- Subcontractor supply chain (if applicable)

Part B: Provide a one page CV for each member of your proposed delivery team.

Part C: Please define the process for identification, escalation and resolution of project issues within your organisation including reference to the structures requested in Section 2 Part A and team members proposed in Section 2 Part B.

Expected outcome:

Part A: Clear organisational structures demonstrating how the project will be effectively managed.

A clear hierarchy will be established to ensure effective decision making and management of resource to deliver the project.

Core, supplementary and supply chain resource (where applicable) will be identified to support the delivery of a high quality design.

Page limit: 1 page, A4

Part B: CVs provided for members of the delivery team demonstrating the proposed team has sufficient relevant experience and expertise to successfully deliver the project.

The CVs required are to be those intended to be included within the Contract Data in the Form of Appointment as a minimum; however it is expected that CVs will be provided for all those shown on the organisation chart.

CVs are required to state the grade of the member of the team as specified within the commercial scoring, as specified in section 4.5.10.

Page Limit: 1 page, A4 per CV

Part C: Clear process which demonstrates how project issues will be managed by the Tenderer with sufficient experience and authority throughout the site team and supply chain.

Page Limit: 2 pages, A4

4.5.3 Section 3 - Project Experience

Question:

Please provide five project profiles of leisure centres which the members of your proposed delivery team have designed.

Please include the following as a minimum:

- (a) Project name and location
- (b) Project capital cost value
- (c) Client details
- (d) Scope of works relevant to this project
- (e) Evidence of satisfactory completion
- (f) Member(s) of team involved and confirmation of their role(s) on the project including duration(s) of involvement fulfilling that role

At least two projects to demonstrate experience of designing leisure centres including construction of pools to standards and guidelines as determined by Sport England or equivalent.

At least one project to demonstrate experience of designing a pool to standard specifications and guidelines as determined by Amateur Swimming Association or equivalent.

At least 2 client references must be provided. Please provide this using the table in Appendix F.

Expected outcomes:

Project profiles demonstrating the Tenderer proposed team's experience and technical expertise in successfully delivering projects of a similar scale and nature to the proposed sport and leisure centre.

Projects demonstrating competency in designing a 50m pool are considered to be more relevant than those which don't.

At least two of these projects are required to demonstrate experience of designing leisure centres including construction of pools to standards and guidelines as determined by Sport England or equivalent – this is a mandatory requirement. If this is not demonstrated then the tenderer will be excluded from the tender process

At least one of these projects is required demonstrate experience of designing a pool to standard specifications and guidelines as determined by Amateur Swimming Association or equivalent - this is a mandatory requirement. If this is not demonstrated then the tenderer will be excluded from the tender process.

Page limit: 1 page, A4, per project profile

4.5.4 Section 4 - Key Risks and Project Issues

Question:

Part A: Please outline what you consider to be the five most critical technical risks associated with the project.

Please identify any mitigation actions you consider to be necessary to successfully deliver the project.

Project risk for the purpose of this question is defined as any matter which could:

- Increase the total of the Prices (as defined in the Form of Appointment)
- Delay completion of the project
- Delay meeting a key date
- Impair performance of the completed project in use

Part B: Please outline your methodology for the identification and management of design risk on the project.

Expected outcomes:

Part A: Clear understanding and careful consideration of the key risks associated with projects of this nature.

Suitable mitigation actions proposed to best mitigate the identified risks.

Please note that this is scored as a mark out of five for the question as a whole, not on an individual risk basis.

Page Limit: 2 pages, A4

Part B: Proactive methodology for collaborative and regular identification and management of technical issues in partnership with WCC and WCC's Project Manager and Cost Manager (Mace).

Page Limit: 2 pages, A4

4.5.5 Section 5 - Design Programme

Part A: Please provide a detailed design programme for each of the RIBA Stages (2, 3 and 4) for the project including critical path for inclusion within the master programme. The submitted programme, once approved by WCC, is intended to be included in the Form of Appointment as the Accepted Programme

Part B: Please provide a statement setting out the proposed methodology for the design of the project at each RIBA Stage confirming how you will deliver the programme identified in Section 5 Part A and deliver the scope of services required.

Expected outcomes:

Part A: Detailed programme which meets or exceeds WCC's programme expectations. If WCC's programme is considered not to be deliverable then WCC requires commentary to justify the difference and a proposed strategy for mitigation.

Page limit: 4 pages A3

Part B: Statement which sets out a clear methodology for the delivery of the scope of services and the project as a whole. With a project of this nature there are likely to be a number of technical issues that are critical to the delivery of the project. Tenderers are expected to demonstrate their understanding of these issues and confirm how these will be resolved successfully.

Page limit: 2 pages A4

4.5.6 Section 6 - Commercial Value

Please outline how your organisation shall maximise commercial value for the project.

Commercial value is considered to be provided in the following ways:

- Reduction of project costs
- Accuracy of cost forecasting
- Reducing operating costs
- Maximising leisure centre revenue

Please include the following as a minimum:

- Methodology for commercial review of design proposals with:
 - WCC
 - WCC's commercial representatives
 - Leisure centre operators
- Evidence of successful design proposals which maximise commercial value as defined above.

Expected outcomes:

The Tenderer should be able to provide evidence of systematic process to maximise commercial value on the project whilst retaining a high quality design.

Tenderers are expected to fully engage with WCC to best determine their commercial requirements for the project.

Tenderers are expected to fully engage with WCC's commercial representatives to inform design decisions.

Tenderers are expected to demonstrate commercial understanding in the operation and maintenance requirements essential for the running of a sport and leisure centre.

Provide at least 3 project examples which clearly demonstrate evidence of delivering commercial value as defined.

Page limit: 2 pages, A4 in total

4.6.7 Section 7 - Community Engagement / Urban Design Framework

Question:

Please outline how your organisation will consult with the local community and translate their aspirations into a high quality design. This is specifically referenced to the delivery of the Urban Design Framework within the Scope of Services document included within Appendix A.

Please include the following as a minimum:

- a. Process for engaging with the local community
- b. Process for engaging with local sports user groups
- c. Process for review of information gained through community engagement for discussion with WCC
- d. Identification of key local community issues
- e. Examples of successful incorporation of community feedback into the design
- f. Reference to the programme provided identified in Section 5 Part A.

Scores will be awarded based on the Tender's response to the question overall rather than sub criteria.

Important: community consultation and engagement is anticipated to be a key feature of the service throughout all project stages.

Expected outcome:

The Tenderer should be able to provide evidence of systematic process to fully engage the local community in the design process.

The Tenderer's response shall clearly respond to all sub-criteria identified as a minimum.

The Tenderer shall demonstrate a clear methodology for the buy in and support of key groups via high quality engagement and consultation exercises to build trust within the local community.

Innovative methods of engagement are be encouraged to ensure all those interested in the area and its future development have an opportunity to contribute.

Page limit: 3 pages, A4

4.5.8 Section 8 - Quality Control Plan

Question:

Please provide your organisation's management processes for periodically reviewing, correcting and improving the quality of your performance.

Please include the following as a minimum:

- a) Organisational quality planning
- b) Management processes for ensuring architectural design quality on a project level
- c) Management processes for coordination of the multi-disciplinary design team as lead designer
- d) Named individuals responsible for a), b) and c) and their relationship to the team delivering this project
- e) Communications strategy for engaging the sub-consultancy team
- f) Confirmation of RIBA accreditation (or equivalent)**
- g) Confirmation of ISO 9001 accreditation (or equivalent)**
- h) Any non-conformance arising from the latest audit by the accrediting body in f)

Expected outcomes:

The Tenderer must provide evidence of a systematic quality management process including commitment to regular review and improvement of quality in respect of design and construction.

This process will be suitably resourced and communicated within the tendering organisation. The process will be implemented on the project by a suitably qualified and experienced individual in a position of authority within the organisation. This will be clearly shown in the organisation chart provided.

Please note that parts f and g are mandatory. If this is not demonstrated then the tenderer will be excluded from the tender process

Page limit: 2 pages, A4 + evidence of accreditation

4.5.9 Section 9 - Health and Safety (Not Scored for Information only)

Question:

Tenderers are required to:

- a) Explain how they will ensure that the Services are delivered for the Project in compliance with all current health and safety legislation and guidance; and

- b) Confirm that they will act as Principal Designer for the purposes of the CDM Regulations 2015; and
- c) Explain how they will ensure full compliance with health and safety legislation from all sub-contractors, sub-consultants and other members of their professional team.

This information is required by WCC but will not be formally assessed.

Page limit: 4 pages, A4

4.5.9 Section 10 - Fee proposal

Please provide a fixed price lump sum fee proposal for full design services split into the following 5 sections:

The indicative construction cost is currently estimated to be £30,000,000. The construction cost is indicative only and may be subject to increase or decrease.

Preconstruction			Cost (£)
1	RIBA Stage 2	Concept design inc Lead Designer	
		AS – Urban Design Framework	
		AS - BIM	
		AS – Principal Designer	
2	RIBA Stage 3	Detailed design inc Lead Designer	
		AS - BIM	
		AS – Principal Designer	
3	RIBA Stage 4	Technical design inc Lead Designer	
		AS - BIM	
		AS – Principal Designer	
Construction			
4	RIBA Stages 5-6	Construction and handover	
Post - Construction			
5	RIBA Stages 7	Project Review	
Total			

The Tenderers total fee will score 35 marks

Rates

Please also provide hourly rates for the below members;

- Director / Partner
- Senior Professional
- Professional

- Technician
- Assistant

Each of these rates is worth 1 mark and is scored utilising the same formula as the total cost submission.

Grade	Cost (£)
Director / Partner	
Senior Professional	
Professional	
Technician	
Assistant	

The Tenderers rates will score a maximum total of 5 marks

Please provide resource breakdowns, split by RIBA stages, showing the planned personnel for your project team and their grade. This needs to link back to the personnel provided within your organisational chart.

All rates are considered to be fully inclusive of, but not limited to, the following expenses:

- Travel
- Printing
- Communications i.e. phones, data, laptops, portable projectors

All rates are considered to be exclusive of the following expenses:

- Surveys
- Physical models for presentation
- Consultation boards
- OS maps
- Planning fees
- Building Control fees

Should the Tenderer be in any doubt as to any of the above then they are to raise a tender query on the matter without delay.

WCC has the right to omit any services at any time at the sole discretion of WCC.

Tenderers are required to clearly identify all exclusions made within this submission.

Costs will be scored individually whereby the lowest compliant submission will be awarded full marks. All other submissions will then be calculated as a ratio to the lowest cost. This is as per the scoring criteria set out in the next section.

All costs submitted should exclude VAT at this stage.

Tenderers are required to complete and sign the Fees Schedule within their tender submission.

4.5.10 Section 11 - Clarifications / Acceptance of Form of Appointment.

The Form of Appointment is provided at Appendix C.

Please note that whilst the Tenderers are permitted to raise points of clarification, Tenderers must nevertheless confirm their acceptance of the Form of Appointment as set out in Appendix C.

Save where WCC considers at its sole discretion that certain terms are inconsistent or redundant, the Form of Appointment, is non-negotiable. Any tender submitted which seeks to materially vary or alter the proposed Form of Appointment may be deemed non-compliant and the Tenderer excluded from further participation in the procurement process.

Tenderers' acceptance (or otherwise) of the proposed Form of Appointment will be evaluated on a Pass/ Fail basis.

5

Evaluation

5 Evaluation

Stage A

Evaluation of responses to - 4.4 Standard Questionnaire

The questions in Section 4, Part A (Qualification Questions) will be scored on a Pass/Fail basis in accordance with the scoring methodology set out in that section.

IMPORTANT – prior to any award of contract to successful Tenderer, WCC may, at its discretion, confirm or re-check some or all aspects of the information provided in relation to Section 4 Part A. This will not be re-scored; the process (if undertaken) will be to ascertain that the information given at in relation to Section 4.4.1 Part 1. is still correct and that there have been no significant adverse changes in the Tenderers' position.

Note - Tenders which satisfy the minimum standards / requirements in Stage A will proceed to Stage B evaluation.

Stage B

Evaluation of responses to - 4.5 Tender Submission

The criteria which will into account when evaluating tender returns are set out in this section.

During the evaluation period, Mace and WCC reserve the right to seek clarification in writing from any or all of the Tenderers, to assist in its consideration of the tenders.

Tenders that do not meet all the mandatory requirements will be rejected.

The weightings are set out in the table on the following page.

A minimum of 2 marks (out of the available 5) must be achieved in each quality question in order to pass the mandatory requirements.

5.1 Scoring Matrix

Question	Title	Section	Weight	Max Score	Weighted Score
4.5.1	Company Information	-	N/A	N/A	N/A
4.5.2	Project Organisation and Personnel	A	0.5	5	2.5
		B	1	5	5
		C	0.5	5	2.5
4.5.3	Project Experience	Project 1	0.8	5	4
		Project 2	0.8	5	4
		Project 3	0.8	5	4
		Project 4	0.8	5	4
		Project 5	0.8	5	4
4.5.4	Key Risks and Project Issues	A	0.5	5	2.5
		B	0.5	5	2.5
4.5.5	Design Programme	A	1	5	5
		B	0.5	5	2.5
4.5.6	Commercial Value	-	1	5	5
4.5.7	Community Engagement	-	1.5	5	7.5
4.5.8	Quality Control Plan	-	1	5	5
4.5.9	Health and Safety		Not Scored, For information only		
4.5.10	Cost Submission – Lump sum fee	-	1	35	35
	Rates	Partner	1	1	1
		Senior Professional	1	1	1
		Professional	1	1	1
		Technician	1	1	1
		Assistant	1	1	1
4.5.11	Clarifications/ Acceptance of Form of Appointment PASS/FAIL		N/A	N/A	N/A
TOTAL					100

5.2 Evaluation Grading

All questions will be scored using the below grading and reflecting the 'expected outcomes as specified in Section 4.5, excluding Question 10 – Fee Proposal which is detailed below, and all Pass/Fail questions.

Score	Title	Description
0	No submission	No information supplied.
1	Unacceptable	Falls short of achieving the expected standard in a number of identifiable respects and/or the proposal highlights significant areas of concern.
2	Poor	Meets the WCC's expectations in all material respects, with weaknesses or concerns in some areas.
3	Adequate	Meets the WCC's expectations in all material respects, with minor weaknesses or minor concerns in some areas.
4	Good	Meets the WCC's expectations in all material respects with no weaknesses or areas of concern.
5	Excellent	Meets the WCC's expectations in all material respects and exceeds the WCC's expectations including offering added value ¹ .

¹ Examples of added value may include where a tenderer has proposed design solutions that could improve the project feasibility and viability or meet the Council's wider objectives.

5.3 Fee Proposal Evaluation

Your fixed price lump sum fee proposal submitted in response to 4.6.10 is scored using the following formula:

$$\frac{\text{Lowest fee proposal}}{\text{Submitted fee Proposal}} \times 35$$

Lump sum fees will be evaluated on the **total** submission and not on a stage by stage basis.

Your hourly rates submitted in response to 4.6.10 are scored using the following formula:

$$\frac{\text{Lowest rate proposal}}{\text{Submitted rate Proposal}} \times 1$$

This will be applied to each rate as set out within the table.

5.4 Notification

The Tenderer selected to proceed to RIBA Stage 2 will be formally advised in writing.

Tenderers who have not been selected to proceed to RIBA Stage 2 will be formally advised in writing.

Unsuccessful Tenderers will be entitled to receive feedback on their tender submissions and their respective scoring upon request.

Appendix F – Client Reference Table

This table is for use in answering Question 3

References for works/services with Local Authorities or other Public Sector bodies should be considered preferable. In order to avoid the potential for a conflict of interest, references should not be supplied for works undertaken for WCC; however, if such references are the only ones that the Tenderer can provide then WCC may accept them subject to WCC's absolute discretion to reject any reference(s) that create or may be considered to create a conflict of interest.

WCC may elect to contact any of the given organisations for a reference at any stage of the procurement. Your permission to do so will be assumed unless you explicitly state any objections.

This module has a minor variation from the Government Standard Selection Criteria.

Reference Company Name	
Address	
Contact Name	
Telephone Number	
E-mail Address	
Contract Reference Number	
Reference for tendering organisation's ability to work to programme	
Reference for tendering organisation's ability to work to budget	
Reference for tendering organisation's technical ability in delivering to project requirements	

Appendix I. Form of Tender**FAO: [insert name]**

Dear Sirs

**Winchester City Council
Tender for Architectural Design Services****OJEU reference: 2017/S 037-067153.**

We confirm that:

1. Our Tender and offer is a bona fide proposal, intended to be competitive and submitted in accordance with the requirements of the ITT and we have read, understood and accept the terms and conditions described in the ITT.
2. The information supplied in our Tender (including any clarifications issued in relation to it) is, to the best of our knowledge, accurate.
3. Our Tender will remain valid and capable of acceptance for 120 days from the deadline for submission of Tenders, and if it is accepted, we will execute such documents in the form of the appointment forming part of the ITT where called to do so (subject to any further clarification or supplementing required by Winchester City Council).
4. We understand that in the event of Winchester City Council entering into a contract with us (Contract) the answers to the questions set out in our Tender will be binding upon me/us and any misrepresentation may lead to termination of the Contract.
5. We have not communicated any detail of our Tender to any "Person" (meaning any individual, firm, company or other body corporate (whether sole or aggregate) and any association (whether or not that it has separate legal personality)) other than in confidence to employees, potential sub-contractors and professional advisers directly and legitimately involved in the bidding process for the Contract.
6. We have not fixed or adjusted the proposals set out in the Tender or entered into any arrangement or understanding with any Person whereby either we or such other Person will cease to tender, or tender in a particular manner, in connection with the contract, either by agreement or arrangement, whether formal or informal and whether or not legally binding, with any Person or with knowledge of the whole or any part of the proposals being put forward by any Person (in each case, save for legitimate purposes with our professional advisers and/or potential subcontractors and consultants necessary for the purposes of preparing our Tender).
7. Except as contained in our formal submissions to Winchester City Council as part of the tender process, we (including Persons employed by me/us or acting in my/our behalf) have not canvassed, solicited or otherwise sought, and will not, before the award decision has been made, canvass, solicit or otherwise seek to influence any member, officer, servant or employee or agent of Winchester City Council in connection with the establishment of the contract or procurement process for it, including but not limited to the award of any contract there under; and (except for such information regarding the contract or procurement process as has been set out

in Winchester City Council's formal ITT) we have not obtained or attempted to obtain any information in connection with the procurement process from any such Person, whether directly or indirectly.

8. We have not offered or agreed to pay or give, or reached any understanding as to any payment or the giving of, any sum of money, other gift, inducement or consideration or otherwise committed any offence under the Bribery Act 2010 in connection with our Tender for the contract (save in respect of the proper pricing information as may be expressly set out as part of the Tender).
9. We further undertake that we have not and will not seek to recruit any Winchester City Council employee who has during the year prior to the date of this Tender been employed on matters relating to the contract and that no person employed by us or acting on our behalf will do any such act without Winchester City Council's permission, save that nothing in this provision shall prevent any Winchester City Council employee from responding independently to a job advertisement placed as part of an open and legitimate recruitment process.
10. We have all requisite authority to sign this Form of Tender, we have complied with all the requirements of the ITT and we acknowledge that serious civil and/or criminal liability may arise from the giving of false or misleading confirmations on any one or more of the matters set out above.
11. We understand that you are not bound to accept the most economically advantageous Tender or any Tender you may receive.

For and on behalf of:

Dated: _____

Signature: _____

*

Name: _____

*

Address: _____

Position: _____

*Please complete with block letters.

Appendix J. Non Collusion Certificate

Non-Collusion Certificate Relating to the Tender for:

Winchester City Council
Architectural Design Services

OJEU reference: 2017/S 037-067153.

For the attention of:

In recognition of the principle that the essence of tendering is that Winchester City Council shall receive bona fide competitive Tenders from those tendering, we certify that we have not fixed or adjusted the amount of our Tender by, under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of the Tender any of the following acts:

- communicate to a person other than the person calling for the Tenders the amount or approximate amount of the proposed Tender, except where the disclosure, in confidence, was necessary to obtain insurance premium quotations required for the preparation of the Tender;
- enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted;
- offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or caused or having caused to be done in relation to any other Tender or proposed Tender for the Services any act of the sort described above.

Any breach of this declaration shall entitle Winchester City Council to cancel any contract or any other agreement without notice or payment of any kind.

In this certificate, the word "person" includes any person or anybody or association, corporate or un-incorporated and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

Signed:.....

Name:.....

Status:.....

For and on behalf of:.....

Date:.....

Winchester City Council

City Offices

Colebrook Street

Winchester

Hampshire

SO23 9LJ