

REPORT TITLE: STATION APPROACH – END STAGE REVIEW REPORT FOR THE COMPETITIVE DIALOGUE PROCESS

THE OVERVIEW AND SCRUTINY COMMITTEE

30 NOVEMBER 2016

PORTFOLIO HOLDER: Cllr Godfrey Leader and Portfolio Holder for Finance and Corporate Policy

REPORT OF REPORT OF STATION APPROACH PROJECT BOARD

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WARD(S): ST PAULS / ST BARTHOLOMEW

### PURPOSE

This report was requested by Overview and Scrutiny Committee to review the competitive dialogue procurement process recently undertaken by the Council in respect of the Station Approach project.

The main report introduces the project's End Stage Report for this process, which sets out the assessment of the process and lessons learnt.

### RECOMMENDATIONS:

That Overview and Scrutiny Committee:

1. Notes the contents of the End Stage Report.
2. Endorses the 'lessons learnt' section.
3. Considers whether there are any matters of significance it wishes to draw to the attention of Cabinet.

## IMPLICATIONS:

### 1 COMMUNITY STRATEGY OUTCOME

- 1.1 The Station Approach Regeneration Scheme is a key action in the Leader's Portfolio Plan 2016/17, and will directly contribute to the Council's aim to support the local economy by protecting and enhancing high value employment opportunities. Income from a developed scheme will also assist the Council in protecting services to the public as Government grant is withdrawn completely over the next three years.

### 2 FINANCIAL IMPLICATIONS

- 2.1 This report reviews the Competitive Dialogue process which ran between July 2015 and September 2016. There are therefore no financial implications to be taken forward through this report. The cost of the project to the end of the Competitive Dialogue process is detailed in Appendix 1: End Stage Report.

### 3 LEGAL AND PROCUREMENT IMPLICATIONS

- 3.1 There are therefore no legal implications to be taken forward through this report. The review of the legal aspects of the Competitive Dialogue process is detailed in Appendix 1: End Stage Report.

### 4 WORKFORCE IMPLICATIONS

- 4.1 None.

### 5 PROPERTY AND ASSET IMPLICATIONS

- 5.1 None.

### 6 CONSULTATION AND EQUALITY IMPACT ASSESSMENT

- 6.1 This report reviews a procurement process carried out for a major project and allows lessons learnt through the process to be shared. The report is provided at the request of Overview and Scrutiny Committee and has not been subject to any external consultation.

### 7 RISK MANAGEMENT

- 7.1 The project risk register is contained within Appendix 1 End Stage Report.

### 8 SUPPORTING INFORMATION:

- 8.1 This report reviews the competitive dialogue procurement process for Station Approach which was undertaken by the Council between 6 July 2015 and 7 September 2016 when Cabinet chose not to award any contract to the Preferred Tenderer.

- 8.2 For project management purposes, an End Stage report has been produced. This is used to provide a summary of the process for the Project Board to decide how to proceed with the project. In this particular case the report is also being presented to the Overview and Scrutiny Committee as a mechanism by which to review the project process and outcomes to date.
- 8.3 The End Stage Report reviews the performance of the stage, in this case the competitive dialogue process. The report sets out the process of decision making, reviews the key issues which arose through the stage and resulting lessons learnt, and looks at the risks actualised throughout the stage. The validity of the Business Case and deviations resulting from the closure of the stage are also assessed in the report. The report has been prepared and agreed by the Project Board.
- 8.4 The Council has now agreed a new procurement process to enable the project to proceed and to therefore build on, and make best use of the work done to date; and the progress in seeking to obtain grants through the Local Growth Fund. This newly agreed procurement process has been informed by the lessons learnt.

## 9 OTHER OPTIONS CONSIDERED AND REJECTED

- 9.1 This report is a review of a procurement process. The Council has now considered the options for a new procurement process and has agreed a way forward working with the RIBA Competitions Office as set out in CAB2852.

### BACKGROUND DOCUMENTS:-

#### Previous Committee Reports:-

- CAB2852 – Station Approach - Procurement Process Update – 19 October 2016  
 CAB2702 – Station Approach, Winchester – 8 July 2015  
 CAB2716 – Station Approach Design Brief – 17 September 2015  
 CAB2759 – Station Approach Project Update – 13 January 2016  
 CAB2802 – Station Approach Report on Design Competition – 8 June 2016  
 CAB2823 – Station Approach Economic and Financial Appraisal – 15 July 2016  
 CAB2824 – Station Approach Designer Appointment – 15 July 2016  
 CAB2829 – Station Approach The Way Forward – 7 September 2016

#### Other Background Documents:-

<http://www.winchester.gov.uk/planning/major-sites/station-approach/>

<https://www.architecture.com/RIBA/Competitions/Informationforclients.aspx>

### APPENDICES:

Appendix 1 End Stage Report

**Project Title:**

Station Approach

**Author:**

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**Revision History**

Version	Revision Date	Summary of Change	Distribution
1.0	29/09/16	Document compiled	
2.0	31/10/16	AH amendments	Project Board
3.0	10/11/16	AH Project Board changes	Project Board
4.0	15/11/16	ZJ amendments to Lessons Log and Risk Register to reflect above changes.	Project Board
5.0	22/11/16	ST and LH review	Project Board
6.0	23/11/16	ZJ incorporating final amendments.	Democratic Services for O&S

**Purpose of & Guidance on this document**

An End Stage Report is normally used to give a summary of progress to date, the overall project situation, and sufficient information to ask for a Project Board decision on what to do next with the project.

This review follows PRINCE2 methodology and has been tailored to reflect this particular project whilst ensuring that it reviews all aspects of project management including planning, control, governance and use of the management products.

The Project Board uses the information in the End Stage Report in tandem with the next Stage Plan to decide what action to take with the project: for example, authorize the next stage, amend the project scope, or stop the project.

In this particular case the report is also being used as part of an Overview and Scrutiny Committee process to review the project process and outcome to date. The issues discussed in this report have been drawn from the Project Issues Log which is maintained and updated throughout the project process.

## 1. Introduction

This end stage report covers the competitive dialogue procurement stage of the Station Approach Project.

On 20<sup>th</sup> July 2016 Full Council did not endorse the proposal by Cabinet that Hopkins Architects Partnership LLP should be appointed to undertake the Station Approach project. In the light of the Full Council vote Cabinet decided at its meeting on the 7<sup>th</sup> September 2016 not to award a contract.

The following reason for not awarding the contract was given:-

The low score given by the design jury and the reaction of the Council to the 'concept design' submission suggests that there will be a need to make changes to the concept design in order to make it a design which the Council is able to proceed with. Given the terms of the contract that would be entered into with the Preferred Tenderer if the current procurement were to be continued, any changes which might be sought would have to be assessed against those terms to consider whether or not they would be permissible. The potential scale and nature of the changes that might be needed is such that the Council could not be certain that these changes could be made if the current procurement process were to be followed and a contract awarded to the Preferred Tenderer.

The Council has now agreed a new procurement process to enable the project to proceed and to therefore build on, and make best use of the work done to date; and the progress in seeking to obtain grants through the Local Growth Fund. This newly agreed procurement process has been informed by the lessons learnt from the competitive dialogue procurement process. It is considered that a direct appointment of an architect working to a client brief will remove some of the risks realised with the previous process.

This report has been prepared and agreed by the Project Board.

## End Stage Report

### Stages of approval for the competitive dialogue stage and what was agreed at each stage

<p><b>06.07.15 <a href="#">CAB2702</a></b></p> <p>Approval for a design competition and delegated authority to finalise the evaluation criteria</p> <p><a href="#">Minutes, 6 July 2015</a></p>	<p>Agreed the principles of development set out in the draft brief for a Design Contest for the whole Station Approach;</p> <p>Approval for Head of Estates in consultation with the Leader and Portfolio Holder for Estates to:</p> <ul style="list-style-type: none"><li>• Finalise the design brief</li><li>• conduct a design competition using an appropriate procedure in the light of legal advice to be obtained.</li><li>• determine an evaluation matrix, any min thresholds required and min number of candidates invited to tender and all other elements of the procurement process in accordance with the PCR</li></ul>
<p><b>17.09.15 <a href="#">CAB2716</a></b></p> <p>Approval of the brief which set out the competitive dialogue route.</p> <p><a href="#">Minutes, 17 Sept 2015</a></p>	<p>That the Station Approach Design Brief be approved as set out in Appendix 1 of the Report, subject to the changes outlined above, with exact wording to be approved by the Head of Estates, in consultation with the Leader.</p> <p>That the legal advice received from Trowers and Hamblins LLP in Appendix 2 of the Report, regarding the incorporation of public participation into the design competition process be noted.</p>

### Key issues and lessons learnt arising during the stage

#### 1. The Brief

##### Key Lessons Learnt

Even after being agreed by Cabinet the content of the Brief remained contested. This was clearly relevant to the debate on the contract award at Full Council. The schedule of required elements set out in the Brief reflected the policy position of Cabinet, in particular regarding office accommodation and car parking. These were and remain justified by evidence available regarding the requirements for the economic prosperity of Winchester and represent a clear and justifiable decision by elected Members. The detail of the Brief was formulated through a number of iterations with input from Members and stakeholders via a series of workshops. A stakeholder and resident panel known as the Station Approach Panel was formed as part of this engagement process and panel members have been kept up to date on the project throughout the process. CAB2716 sets out specific changes made to the Brief following this engagement.

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Despite this there was some criticism at public meetings that comments made about the Brief had not been taken reflected in the final version of the Brief. This is correct, but given the diversity of views and ideas it is unlikely that every view or comment could ever be incorporated into such a Brief and it was an unrealistic expectation that this would be the case.

As the decision making process progressed unresolved opposition to the content of the Brief reflected itself in dissatisfaction with the design solutions offered and, in the final analysis, with the decision as to whether to proceed to award the contract. This can be seen in the comments of the Jury and those made at Full Council.

It should be noted that the Brief is not specific in relation to how much parking should be provided on the two sites apart from stating that it should seek to maintain broadly the same level of public parking across the two sites. The assessment criteria/ scoring system awarded scores in relation to meeting the requirement in relation to public parking and for how much private parking (for the prospective tenants of the new buildings) would be provided based on three different assessment methods (parking standards, composite and first principles). The requirement for parking provision did have an impact on the concept designs and they would have been different if different parking requirements were identified. This is not a 'hidden' point or process flaw – it is self evident that building design will reflect client requirements for accommodation.

### 2. The Competitive Dialogue Process

#### Key Lessons Learnt

- The competitive dialogue process is a procurement mechanism which has not been regularly used for projects including construction and urban design. It does not incorporate public input once the competitive dialogue has started. It was chosen because it has the advantage of enabling both the design and commercial aspects of a project to be tested in parallel. There was considerable expectation after the Silver Hill process that the Members and the public would be able to have visibility about all aspects of the Station Approach project before proceeding, including such matters 'how it would look', 'how much it would cost' and "whether it would be commercially viable'. On reflection, the Council may have been expecting too much from a single process, and this procurement route may have been too ambitious in trying to undertake both the design and commercial aspects in one stage, bearing in mind the tensions which existed at the time around Silver Hill.
- The process does require significant input from the competing practices without any guarantee of future reward. A higher honorarium should have been offered at the outset to more realistically reflect the architects costs of participation.

The competitive dialogue process has been criticised as being opaque and allowing the form of development to deviate excessively from the original brief.

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The procurement rules are very clear about the competitive dialogue process i.e. as it is a competitive process between competing design firms then it must follow the set process and should not be influenced by other external factors or public input. This process was therefore administered carefully by officers and in accordance with the EU procurement rules and external specialist legal advice to ensure that it was fair to all bidders. However, where there is an expectation that there will be public visibility of all aspects of the process it may be that the competitive dialogue process is unsuitable as a process.

The assessment criteria and scoring method based on a 60% design quality and 40% content split used during this process was approved by Cabinet. In addition a 'gateway' 20% return on investment was set to ensure that any scheme would be viable in the commercial market place. There were no marks available in the scoring system for exceeding the 20% figure. The process was supported by external valuation and commercial advice. Officers also attended these sessions in order to provide advice on planning, urban design and highways and transport issues.

It was clear throughout the process that the cost of developing the site did make it difficult for schemes to achieve the 20% requirement and the dialogue process saw several iterations of design. These were checked at each stage in terms of acceptability in relation to planning requirements. The final concept designs only slightly exceeded the minimum 20% return on investment criteria set in the scoring system so it is evident that neither had been exaggerated by any attempt to produce significantly in excess of this figure. It should also be noted that it is Council policy to seek a return on investment for such projects.

The RIBA Client Advisor attended all competitive dialogue sessions and provided guidance and support to both the client and the design teams. The RIBA Client Advisor has been supportive of the process undertaken by the Council and was of the opinion that it was very effective in relation to the selection of a suitable architectural team to support the development of the Station Approach area.

Although the competitive dialogue procurement process did not result in a contract being awarded for this project, the process linked with a design competition was considered to have been an appropriate procurement route to have chosen in the prevailing circumstances to seek high quality designs which would be appropriate for the area and which could also be seen to be viable and hence deliverable in both commercial and design terms.

Officers and Members were keen to incorporate public feedback into the design competition evaluation process, but this was not consistent with EU procurement rules for this type of procurement and contrary to the external legal advice received (primarily because it would have exerted unstructured and unrepresentative influence on the set and structured published scoring process and thus could then be challenged by the competing architects). However, following the evaluation, the shortlisted design teams' final submissions were exhibited in public for the public to view.



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Five firms were invited to tender to strike a balance between bidders having a reasonable chance of winning the competition and the expectation that at least one participant would drop out during the process. In fact three participants dropped out of the process. Feilden Clegg Bradley Studios withdrew their bid in December, stating that they had been successful in securing another project within their group and were therefore unable to resource the Winchester project at the level required to complete the competition scheme design to a level of quality that it deserved. In January Grimshaw also withdrew due to concerns regarding the Form of Appointment and their insurers not being able to provide Professional Indemnity cover under a number of fundamental clauses in the Appointment. Aedas RHWL withdrew in February, due to the scope of information required and the commitment of resources and costs required for the competition which they felt had become too substantial.

The amount of the honorarium offered to shortlisted practices has been questioned and it is clear from the feedback from the two final competitors that it was too low. With five shortlisted practices the total budget for this seemed reasonable. With only two progressing to the end and hence receiving the honorarium only two fifths of the budget was needed. The procurement rules do not allow for the unused budget to be used to pay a higher honorarium to the remaining bidders as this would change the terms of the competition which could then be challengeable. It is acknowledged however that a significant amount of resource is required from the competing architects with this process and that a larger honorarium would have been appropriate.

### 3. Jury Process

#### Key Lessons Learnt

- The type of procurement process followed placed high demands and pressures on the jury members.
- The scoring system used by the jury members to assess and score the elements of the design could have been more graduated and wider thus enabling a greater range of scoring. Pre-testing of the scoring system may have highlighted this.

The jury process was administered by the Council based on the procurement regulations for this type of design competition. The process was run professionally and no issues were identified in terms of procedure.

The jury was selected based on recommendations and nominations for Councillor members of the Jury.

The jury contained the correct level of RIBA member representation as required by the Public Contract Regulations 2015. Members of the jury were picked also for transport and urban design expertise.

The jury was asked to score the designs based on a scoring system and criteria which was agreed by Cabinet.

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Some jury members queried why the Council had issued the Brief in the form that it had. These jury members clearly felt that the Brief should have had a different content and that different design solutions would then have been submitted. Although it was, of course, a matter for jury members how they respond to the process initiated by the Brief, the content of the Brief was not a matter for the jury. Jury members were invited to score the submissions made in response to the Brief issued. Their scores would reflect how well the design submissions had addressed the scoring criteria.

The jury gave both the design concepts submitted to them a low score for design. Some individual jury members gave one or other scheme a very low number of marks, creating an unexpected polarisation in the jury scoring. The jury scored Bidder C slightly higher than Bidder B for design. However, the design scores were so low that when added to the content score Bidder B scored the highest overall. The jury was clearly surprised at this outcome, but the reason it occurred was that the low sum total of the jury score (reflecting a lack of enthusiasm for either scheme) was insufficient to determine which was the highest scoring scheme. This was reinforced by comments from the jury that neither scheme had achieved what they considered to be a sufficiently high quality approach. The scoring system had been designed to ensure that the scheme with the best design was successful assuming the designers made reasonable efforts to meet the accommodation brief. There were no 'extra' marks for exceeding the Council's specified car parking requirements. Additional marks were available for additional office accommodation and the maximum available were obtained by both teams. Both teams understood the operation of the scoring mechanism and it was clearly evident to both that more marks were available from design than from the content.

It is now apparent that the scale of 0 – 3 which was available for use by the jury was too narrow. A wider range, perhaps from 0 to 5 or 10 would have allowed jury members more 'granularity' in their scoring and may have made it possible to obtain more even marking overall. Stress testing of the scoring system may have highlighted this.

In accordance with the external legal advice, jury members were bound by a confidentiality agreement which they all signed which prevented them speaking about the process until the end of the procurement process. This also caused some ill feeling and confusion but again was in accordance with the procurement regulations.

#### 4. Legal issues

##### Key Lessons Learnt

- The particular procurement process was relatively novel for construction and design projects. In accordance with the external legal advice this process did not allow for public input once underway, although, other processes do not necessarily allow more.
- The proposed appointment of a tenderer based on a design solution following a procurement process raised questions regarding the extent to which that solution could subsequently be modified. This created a lack of confidence in proceeding on the basis

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of a scheme which the jury had not scored highly even where scope for improvement was identified. This scenario could have been anticipated although it is not clear how it could have been managed differently.

The procurement process was based on independent legal advice commissioned from Trowers and Hamlin LLP to identify the most suitable procurement route for a design team under the Public Contracts Regulations 2015 and the demonstration of good commercial practice. It allowed for the evaluation to be based on scores for the financial and commercial elements collated together with the scores for the design elements (as assessed by the design jury). This picked up on a lesson learnt from a previous project's planning and development process which demonstrated the importance of considering design and commercial considerations simultaneously so as to best understand the relationship between the two. It is a process considered suitable for situations where there are many possible creative solutions to the client's requirements and the point of the exercise is to allow bidders to use their creativity and skill in their tender submission.

Advice had been sought from the RIBA Competitions Office before selecting the procurement route but after initially expressing no availability to support the process, later RIBA offered a process which Trowers and Hamlin considered did not permit the level of dialogue with bidders necessary to ensure that all of the relevant parameters could be assured. The Council did, on RIBA advice, appoint an experienced RIBA Client Advisor to work with the team providing external and independent expertise to the client.

It has been suggested that the City Council was over cautious in not appointing the RIBA to conduct the competition even though there was some uncertainty about the compliance relevant EU regulations. Given the Silver Hill decision and the Clair Lloyd Jones report findings, it is not surprising that the Council was extremely careful to follow its expert legal advice rather than that of the RIBA which had no supporting legal opinion.

In the discussions with Cabinet and at Full Council a significant issue in determining whether to proceed was the extent to which the design solution proposed by the highest scoring bidder could be modified to improve its content and form. Although advice was obtained from Leading Counsel that a range of modifications were permissible within the 'envelope' of the winning design, there was an understandable concern amongst Members about the extent of permissible modifications, and the risk of legal challenge, regardless of how solid the Council's position would be if challenged. Such concerns might not have played so heavily in another authority which had not been through the Silver Hill process. The competitive design process was not expected to produce such an outcome since a clear winning bid was expected to be produced.

5. Traffic and Transport

Key Lessons Learnt

- The process of integrating the project into a wider framework/ strategy of the development for transport in the City to support/ inform the design of Station Approach together with a supporting Transport Assessment caused anxiety for the jury and for the Council when deciding whether to make an appointment.

The design teams did present their thinking on public realm and access issues throughout the competitive dialogue process and these evolved based on feed back and discussion at these sessions. The final submissions contained some good work in relation to public realm.

The wider transport issues such as the Carfax junction were discussed and some proposals were expected but definitive proposals were not expected as a project of this scale will require a very large amount of work to be carried out as details develop. Officers did provide a background document on transport issues and opportunities which the design teams did refer to, however, these ideas were not developed further to any great extent. With the benefit hindsight, and with knowledge of the amount of time and effort, it is clear that their were expectations of the outcome of the procurement process which were unrealistic. This was reflected in some of the public responses and debate in Full Council which clearly expected much greater detail and more advanced solutions than were expected at this stage.

It should be noted that in order to assess the transport and traffic impacts of any development there needs to be a basic design concept which can be assessed. Timing is therefore a key issue here and it is perfectly reasonable to expect the transport implications to be assessed once the design concept is agreed. However, the lack of information at the design concept approval stage did cause anxiety and did contribute to the decision not to support the design concept of the highest scoring bidder.

6. Other project management issues

Key Lessons Learnt

- The timing of the project in light of the SilverHill situation probably did impact on the Council's confidence to progress the highest scoring concept design in the face of some criticism and concerns.
- There was criticism at Cabinet in Sept 2015 that RIBA advice was not sought when working up the details of the Design Competition, although discussions had taken place with RIBA in August 2015. Further discussions were subsequently held with RIBA as to the options available for their involvement with the outcome being the appointment of an RIBA Client Advisor in November 2015. The appointment of an RIBA Client Advisor is considered by officers to have been very beneficial with her advice assisting officers during the competitive dialogue and design competition process. However, it might also have been beneficial for her, or some other advisor, to assist the jury by explaining

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the thought processes and rationale behind some of the design development. It is clear that the jury was frustrated by not being able to better understand the architects' thought processes or design evolution and this led to misgivings which might have been avoided with greater information.

- The complexities of the design competition required an extension of the project timescale by 7 weeks (granted at CAB2759 13 Jan 2016). This was to give shortlisted bidders time to develop their proposals (a concern that was raised by some of the bidders, and one bidder chose to continue rather than withdraw on the basis that the timetable was elongated). It also allowed for further time to be allocated to the competitive dialogue process, which was considered key to ensuring bidders understood the Design Brief and were fully aligned with the Council's objectives. The time extension also allowed for decision making to be undertaken outside of the 'purdah' period of the City Council elections. The requirement for additional time for this type of procurement process has been captured in the Lessons Log.

### **Key risks actualised**

The risk register for the project identifies a number of risks that will be taken forward to the next stage and will be reviewed, specifically those which could be exacerbated by time delays such as securing the LEP funding and maintaining interest from prospective tenants.

A number of risks were eliminated through the stage including the risk that the shortlisted architectural firms would withdraw their expressions of interest, as the competitive dialogue process resulted in 2 firms submitting best and final offers through the process and met the evaluation criteria, resulting in a winning bidder.

### **Conclusions**

In very simple terms the competitive dialogue process did function as intended. Two detailed proposals were submitted that met the gateway requirements of the process and were scored by the jury. They scored both schemes relatively poorly and as a result the Council did not make an appointment of the highest scoring tenderer. Whilst it is disappointing that no acceptable scheme to the Council came forward the reasons for this lie outside of the competitive dialogue process.

The low jury scores relate to the design and the scale of the proposed buildings together with the inclusion of elements, such as car parking, with which some jury members were clearly not in agreement. A majority of Members of Full Council also had similar reservations and were not satisfied that the procurement process allowed for changes to be made in order to amend the design sufficiently to make them acceptable without breaching the procurement regulations.

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This procurement process was chosen, based on independent legal advice and resulted in a viable design concept and to this extent it is considered that the process can be deemed to have been successful whilst being correctly administered. However, the resulting concept design was not acceptable to Full Council based partially on the jury scores and reservations, along with other representations in relation to design issues and the uncertainty as to the ability to make modifications without the risk of a challenge. Overall, therefore it is felt that the chosen procurement route may have been too demanding of those involved in the circumstances that the Council faced at the time, it put high demands on the jury members and was not flexible in terms of allowing changes to the concept designs or allowing public input to the process. On the other hand, however, it delivered a viable scheme which would have provided the office and residential space required based on the set Brief and which Cabinet recommended for approval.

The principle of development on the sites is still supported as confirmed at Cabinet on 7 September 2016 and therefore the project will now proceed through a new procurement process.

The effect of the restarting the procurement process will be that the delivery of the overall project will be delayed by an estimated 12 months. This will need to be reflected in the updated risk register for the new stage. There has undoubtedly been further reputational damage arising from the Council not appointing the winning tenderer to undertake the project. They remain certain that their scheme would have proved an asset to the city and are deeply disappointed not to have been awarded the contract.

## 2. Review of the Business Case

*Summarizing the validity of the project's Business Case:*

### Benefits achieved to date

The benefits identified in the Business Case as summarised below will not be realised until construction occurs on the site.

- Cashable savings from the income from rented office space and retail space on the Carfax site and the Cattlemarket site.
- Non-cashable savings through supplying quality office space to provide employment opportunities and economic benefits to other local businesses; reducing the levels of 'in and out' commuting by offering high value employment opportunities; improved and more aesthetically pleasing public realm and walking and cycle routes; and reduced levels of traffic congestion at the Carfax junction.

### Residual benefits expected (remaining stages and post project)

The project will now proceed through an exception stage to start a new procurement process to realise the remaining benefits identified in the Business Case.

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### Expected net benefits

The Cashable savings will be realised around 12 months later in the project than anticipated in the business case; this will affect the medium term financial strategy. The non-cashable savings remain, but again will be realised later in the project.

### Deviations from the approved Business Case

The costs and project plan timings have changed from the approved Business Case.

### Aggregated risk exposure.

Aggregated risk has increased as a result of the time delay incurred through the abandonment of the previous procurement route. Principally the likelihood of the financial risks have increased such as the potential loss of the LEP bid, the loss of potential tenants and delays to the income stream affecting the Council's medium term financial strategy.

## 3. Review of Stage Objectives

*Review of how the stage performed against its planned targets and tolerances.*

<b>Originals as stated in the Stage Plan</b>	<b>Actual</b>	<b>Deviation +/-</b>
Time: Feasibility stage (to grant of Planning Permission): September 2013 – June 2017	If a winning bidder had been appointed, it was estimated that planning permission would be granted around spring 2018	+ 12 months
Cost: To the grant of planning permission: £440,000	This stage has cost £319,225 to the stage of the procurement being abandoned. However, much of the technical and survey work will be carried through with the new procurement stage. If the winning bidder had been appointed it was estimated that the cost to take to the grant of planning permission would be around £1million. (Bidder B fee proposal from Best and Final Offer)	+£560,000

## 4. Review of Products

The products that have resulted from this stage include the Station Approach brief which was developed through a process of public engagement involving the Station Approach panel and which will be taken forward to the next stage with minor amendments.

In addition a number of technical studies have been completed which will be taken forward into the next stage, including the emerging transport assessment.

## 5. Summary of follow-on action recommendations

*Request for Project Board advice about who should receive each recommended action. The recommended actions are related to unfinished work, ongoing issues and risks, and any other activities needed to take the products to the next phase of their life.*

Decisions have already been made by Cabinet (CAB2852) and at Full Council regarding using the RIBA Competitions Office to assist with a new procurement process to select an architectural practice or design team to work with the Council on RIBA Plan of Work Stages 2 onwards. At their meeting 2 November 2016, Full Council agreed the necessary budget provision for this work. An addition to the recommendations was made at Full Council that the council correctly adhere to the RIBA plan of work outlined in Appendix 1 of CAB2852.

- The Board will therefore need to approve the documentation to be reported to Cabinet, to demonstrate that the Station Approach Project is correctly adhering to the RIBA Plan of Work stages 0 and 1, including the revised brief and risks for the new process.

## 6. Lessons

*A review of what went well, what went badly, and any recommendations for corporate or programme management consideration. See also Lessons Log.*

ID	Description	Lessons Learnt
01	Design competition honorarium amounts	Ensure that the amount offered is more reflective of the work that architects firms will be required to do as part of the Design Competition. £15,000 was offered for the Station Approach Design Competition but this was not enough. Consider a two stage process whereby a sum is offered to those firms who are Invited to Submit Outline Solutions and then a further (higher) sum is offered to those firms who eventually submit a Best and Final Offer
02	Identify all costs to take project up to planning permission stage	If at all possible try to anticipate all costs required to take a project of this nature up to planning permission stage in order to try and avoid having to make additional supplementary budget requests
03	Compilation of Design Brief	Try to avoid this being formulated via a committee approach as it becomes very difficult to try and collate all of the differing views and drafts
04	Receipt of external legal advice	Even if a fee proposal is put together, the final amount is likely to be a lot higher than any initial quote due to the fact that other items outside of the fee estimate are likely to crop up and advice will be required on these.
05	Relationship/rapport with other departments	Where at all possible try to establish this with key departments (i.e. Finance, Legal, and Communications) as soon as possible. It is considered in this case that this has worked well.
06	Design competitions	For this design competition, and the competitive dialogue



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	are very resource intensive	meeting process in particular, the presence of three Assistant Directors was required along with a Cabinet Member, various other senior Officers, and external consultants. The dialogue was conducted with two architects and any more than this would have caused some strain on internal resources to manage all of the meetings that were involved. In addition, this type of procurement process followed placed high demands and pressures on the jury.
07	Involvement of Royal Institute of British Architects (RIBA)	The RIBA were approached about providing support to the project at an early stage. Following this further liaison led the appointment of a RIBA Client Advisor to the project. Her input has been invaluable and it may have been helpful for a slightly earlier appointment to be made to allow officers additional time for the procurement documentation.
08	PQQ evaluation model	This worked well and could be adopted for future projects, subject to any amendments resulting from changes to procurement processes. The relevant details are as follows: <ul style="list-style-type: none"> <li>- OJEU notice was published on 16th October</li> <li>- Deadline for PQQ submissions was 4pm on 18th November (22 were received)</li> <li>- The opening of the PQQ submissions was done that afternoon and they were loaded onto SharePoint that evening/the following morning</li> <li>- Initial checks were undertaken to ensure all mandatory information, references etc. had been supplied</li> <li>- A small number of key officers (in this instance Kevin Warren, Andy Hickman, Nigel Green and Jayne Green) went through the submissions and undertook an initial scoring exercise. This was done over a series of about 3 meetings. SharePoint links to the submissions were sent to Finance (Julie Kennedy) and HR (Julia Buchanan) for those elements of the submissions to be reviewed. Finally the submissions were sent to the RIBA Client Advisor (Tina Frost) who undertook her own scoring exercise. Some potential 'front runners' were also sent over to an HCC contact (Steve Clow) who assisted with the final PQQ evaluation outcome.</li> <li>- A moderation meeting was held just over a week after the submission deadline with all who had been involved up to that point (bar Finance and HR who had already completed their relevant parts) and a shortlist compiled and finalised</li> </ul>
09	Thorough consultation	This is crucial in projects of this magnitude and size. A broad range of ages should be targeted. Political leadership and ownership is also important. Decisions should be made publicly with as much information as possible (i.e. financial appraisals) available in the public domain to demonstrate the rationale for those decisions
10	Project structure	This was established early and is considered to have worked well. A project board and supporting project team met

## End Stage Report

		throughout the process with all meetings being documented.
11	Station Approach Panel group	The parameters in terms of the role and expectations of the group needed to be clearer at the outset, however it did provide a good mechanism for local input. This type of group however does not always provide a representative input.
12	Hard copies of documents	People generally require hard copies of tender submissions particularly drawings and diagrams. Ensure the Print Room are put on notice for this in plenty of time
13	Competitive dialogue meetings	Between the last meeting and eventual submission the Architects work was not reviewed and it might have been better to have seen the work before it was finally submitted.
14	Set minimum pass score	This should be considered as the scoring by the Design Jury in the Station Approach Design Competition was fairly low and if a minimum 'pass' score had been set overall for either/both elements of the scoring this may have generated an altered result
15	Flexibility and negotiation	<p>Despite initial legal advice, it was agreed by Trowers that some degree of negotiation on the terms of the contract was acceptable and in fact necessary to keep bidders in the competition. With new processes there is always a degree of uncertainty with such issues and as there is little or no case law in relation to certain issues which arise.</p> <p>In addition the legal advice indicated that a complex procedure of checking would have to be gone through if the design was modified by the winning bidder and that it may be necessary to take a legal opinion as to whether the changes may be capable of challenge by a losing bidder or others.</p>
16	Formal legal advice	The external legal advice received from Trowers throughout the project has been valuable although not always 100% definitive. It is however acknowledged that this would be the case with such a new process.
17	Plan in additional time for competitive dialogue process	The complexities of the design competition required an extension of the project timescale by 7 weeks to give shortlisted bidders time to develop their proposals and allow for further time to be allocated to the competitive dialogue process. Additional time should be allocated in the project plan for this type of procurement process.
18	Identify risks resulting from the assessment criteria	The Brief is not specific in relation to how much parking should be provided on the two sites apart from stating that it should seek to maintain broadly the same level of public parking across the two sites. The assessment criteria/ scoring system awarded scores in relation to meeting the requirement in relation to public parking and for how much private parking (for the prospective tenants of the new buildings) would be provided based on three different assessment methods (parking standards, composite and first principles). The requirement for

## End Stage Report

		parking provision did have an impact on the concept designs and they would have been different if different parking requirements were identified. This is not a 'hidden' point or process flaw – it is self evident that building design will reflect client requirements for accommodation.
19	Identify risks resulting from the brief	Even after being agreed by Cabinet the content of the Brief remained contested. This had a detrimental impact on both the competitive dialogue process and was clearly relevant to the debate on the contract award at Full Council.
20	Identify risks resulting from appointing on the basis of a design solution.	The proposed appointment of a tenderer based on a design solution following a procurement process raised questions regarding the extent to which that solution could subsequently be modified.
21	Consider using a wider scoring scale and pre-test the scoring.	The scoring system used by the Jury members to assess and score the elements of the design could have been more graduated and wider thus enabling a greater range of scoring. Pre-testing of the scoring system would have highlighted this.
22	Make the timing of transport work and requirements clear from the outset.	<p>The lack of a wider framework/ strategy for transport in the City to support/ inform the design of Station Approach together with a supporting Transport Assessment caused uncertainty and anxiety amongst some stakeholders and members.</p> <p>In order to assess the transport and traffic impacts of any development there needs to be a basic design concept which can be assessed. Timing is therefore a key issue and it is perfectly reasonable to expect the transport implications to be assessed once the design concept is agreed.</p>

## 7. Issues and Risks

*Summary of the current set of issues and risks affecting the project (set out in full in the Risk Register)*

Risk ID	Description of Risk <i>please state the cause, effect and impact of this risk</i>	Date added	Risk Scoring		
			Impact	Probability	Overall Score
<del>01</del>	Purchase of Carfax site falls through <sup>1</sup>	-	4	1	4
02	Report on title for Carfax contains a defective entry	-	1	4	4
03	External Legal advice received regarding procurement is incorrect	-	3	1	3

<sup>1</sup> Number struck through = Risk eliminated

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Risk ID	Description of Risk <i>please state the cause, effect and impact of this risk</i>	Date added	Risk Scoring		
			Impact	Probability	Overall Score
04	Legal challenges can be raised causing a delay in the development and subsequently an additional cost to the project	-	4	1	4
05	Businesses seeking suitable office space lose interest	-	3	2	6
06	Businesses leave district resulting in loss of National Non Domestic Rate income	-	2	2	4
07	Archaeological investigation and resulting mitigation work proves prohibitively expensive	-	3	1	3
08	Planning Permission is refused	-	4	1	4
09	Lack of political support <sup>2</sup>	-	4	Unknown	Unknown
10	Bid for Local Enterprise Partnership (LEP) funding is unsuccessful	-	3	2	6
11	Schemes proposed by South West Trains do not come to fruition and impair positive impacts of Winchester City Council's schemes	-	2	2	4
12	Governance is not in place and WCC do not meet required deadlines leading to a delay in the development	-	3	1	3
13	Officers do not have the specialist knowledge/skills required to complete all the work. This could lead to inaccurate advice/delay in reporting	-	3	1	3
14	Different resources will be required at different stages of the project e.g. legal and then construction. If these resources are not available there could be a delay in the development	-	3	2	6
15	Local residents and members of the public feel disengaged in the project, leading to dissatisfaction with the development and potential campaigns against the development which may delay matters and cause additional costs to be incurred	-	2	3	6
16	Transport Assessment undertaken demonstrates work on public realm required to support development is prohibitively expensive	-	2	2	4
17	Existing utilities and their infrastructure cannot support proposed development	-	2	2	4
18	Project business case does not achieve financial viability	-	3	2	6

<sup>2</sup> Risk realised = greyed out rows

End Stage Report

Risk ID	Description of Risk <i>please state the cause, effect and impact of this risk</i>	Date added	Risk Scoring		
			Impact	Probability	Overall Score
<del>19</del>	Planning application may come forward before Local Plan Part 2 is agreed for submission	-	2	3	6
20	Strategic Planning incur delays in adopting Local Plan Part 2 following consultation exercise	-	2	3	6
21	Current buoyant housing market significantly declines	-	2	2	4
22	Costs of construction rise meaning development does not achieve the financial return required	-	2	2	4
<del>23</del>	Architects firms decline to bid for the work	-	2	2	4
<del>24</del>	Invitation for Expressions of Interest for Design Competition generate high number of PQQ submissions	-	3	2	6
25	Project Executive (Head of Estates) is diverted to other priority areas of work during key date spans	-	2	2	4
26	Invitations for Expressions of Interest for leasing buildings generate high number of potential tenants	-	1	3	3
27	Tenant/s who takes on lease/leases subsequently becomes insolvent	-	3	1	3
<del>28</del>	Shortlisted architects firms withdraw expressions of interest during period between issue of Invitation to Submit Outline Solutions and their submission of Best and Final Offers	-	3	2	6
29	Cabinet reject recommendation of Officers and Design Jury to appoint highest scoring architect to commence design work on Carfax and prepare public realm strategy	-	4	2	8
30	Cabinet decline to make decision at June meeting as to whether to proceed with appointment of an architect and require further time to make decision	09/02/16	3	2	6
31	Lack of interest from tenants in signing up for leases so required financial return for the Council is not met	09/02/16	3	2	6
<del>32</del>	Potential scope of work increases for winning bidder (as through competitive dialogue process it has become apparent to bring forward a 'hybrid' planning application (full application for Carfax and outline application for Cattlemarket) would be a sensible approach) results in legal challenge	23/02/16	1	1	1
<del>33</del>	Changes are made to the design of the	25/05/16	4	2	8

## End Stage Report

Risk ID	Description of Risk <i>please state the cause, effect and impact of this risk</i>	Date added	Risk Scoring		
			Impact	Probability	Overall Score
X	'highest scoring' scheme resulting in legal challenge				
34	The Council incurs penalties and/or financial disadvantage if VAT treatment is not properly identified and applied	28/06/16	4	1	4
35	(If Council decide to develop all or parts of the site/s themselves) changes occur in the financial markets which result in significantly increased cost of borrowing	28/06/16	3	3	9
Initial risks identified for new procurement process to be assessed for the next stage					
36	The public may not support the style of the architect chosen through the new procurement route.	Tba			
37	Significant practices don't tender for the commission and The Council is not able to procure the best architectural practice or design team for the project.	Tba			
38	Cabinet do not appoint a design team to commence design work resulting in significant delay to development for businesses wishing to expand within Winchester or relocate here – with a corresponding impact on the local economy, and impacting on the Medium Term Financial Strategy.	Tba			
39	Design Team is appointed and fees incurred but development process is halted by the Council. Design Team's fees become unrecoverable	Tba			
40	Local residents and members of the public do not like the style of the architect chosen and feel dissatisfied with the project resulting in potential campaigns against the development which may cause delay and additional costs.	Tba			

## 8. Supporting Information

Supporting information is provided in the appendix as follows:

- Appendix A: [Invitation to Submit Outline Solutions and to Participate in Dialogue.](#)

## 9. End Stage Report Sections Omitted

- Team performance (the project manager for this stage is on maternity leave and therefore this is not something that the covering project manager could comment on).

## End Stage Report

- Review of Stage Objectives Tolerances was omitted as this detail was not agreed in the Business Case.
- Review of Products detail (quality, approval, off-spec etc.) was omitted from the report as this was not relevant to this stage of the project.
- Type of risk was not addressed in this report – further information is available in the risk register for the project.
- Forecast –this section is the Project Manager’s forecast for the project and next stage against planned targets. The timings for the next procurement stage will be worked up by officers together with the RIBA Competitions Office once procured. The costs of the project have been approved by Full Council. The risks for the new process will be identified by the project team and board; the initial risks identified have been included in the relevant section of this report.

## 10. Document Distribution

Name	Circulation Date
Station Approach Project Board	V1 03/10/11
	V2 02/11/16
	V4 15/11/16
	V5 22/11/16
Overview and Scrutiny Committee	V6 23/11/16

## 11. Approvals

**Prepared By** Zoë James (Project Manager) and Andy Hickman (Assistant Director Policy and Planning)

This document requires the following approvals

**Approved By** Steve Tilbury (Project Sponsor and Corporate Director/Interim Managing Director)

dated 18<sup>th</sup> December 2015

## **Winchester City Council**

### **Invitation to Submit Outline Solutions and to Participate in Dialogue**

for architectural services for a regeneration project at the Station Approach site

**Outline Solutions due in no later than 16:00:00 hours on 20th January 2016**

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# Section 1: Invitation to Submit Outline Proposals and Participate in Dialogue

## 1 Introduction

- 1.1 By a Contract Notice placed in the Official Journal of the European Union (OJEU reference 2015/S 204-370902) despatched on 16th October 2015 and published on 21st October 2015 as amended by a Contract Notice placed in the Official Journal of the European Union (OJEU reference 2015/S 205-372353) despatched on 19th October 2015 and published on 22nd October (the **Contract Notice**), Winchester City Council (**the Council**) invited expressions of interest from suitably qualified and experienced architects in relation to entering into a form of appointment (the **Appointment**) to provide architectural design and related services (the **Services**) for a commercial and residential property development at Station Approach as described further below (the **Project**).
- 1.2 The Council is undertaking this procurement under the Competitive Dialogue Procedure set out in the EU Directive 2014/24/EU, as implemented by the UK Public Contracts Regulations 2015 (SI 2015 No 2) (the **EU Regulations**) and as further detailed in this Invitation to Submit Outline Solutions and to Participate in Dialogue document (the **Invitation Document**).
- 1.3 Interested parties were required to express their interest in the Project by completing and returning to the Council a Pre-Qualification Questionnaire (**PQQ**). Applicants expressing an interest were required to satisfy minimum standards of financial standing and probity and to demonstrate their technical capacity and experience. Applicants who satisfied those minimum standards were then evaluated in accordance with the selection criteria set out in the PQQ. The Council does not warrant the fitness of any Applicant to carry out the Project.
- 1.4 The Council now invites your organisation and other shortlisted Applicants (each a **Participant**) to submit outline delivery solutions and preliminary designs (the **Outline Solutions**) for the Project and participate in Dialogue as detailed in this Invitation Document, which comprises the following documents:
- i This Invitation to Submit Outline Proposals and Participate in Dialogue;
  - ii Instructions to Participants (Annex 1);
  - iii Outline Solutions Submission Letter (Annex 2);
  - iv Evaluation Criteria (Annex 3);
  - v Form of Appointment (Annex 4);
  - vi Schedule of Services (Annex 5);
  - vii Fees Schedule (Annex 6);
  - viii Confidentiality Undertaking (Annex 7);
  - ix Non-Collusion Certificate (Annex 8);

- x Competitive Dialogue Protocol (Annex 9);
- xi Tender Label (Annex 10);
- xii Compliance Checklist (Annex 11);
- xiii CD containing all Background Documents (enclosed with hard copy documents only);
- xiv Building Information Model (BIM) Protocol CIC/BIM Pro first edition 2013 (to follow)

1.5 Participants should read all the documents forming this Invitation Document carefully and ensure that they submit the following mandatory documents:

- i Completed Delivery Proposals (as set out in Section 2 of this Invitation Document);
- ii Completed Outline Solutions Submission Letter (as set out in Annex 2);
- iii Completed Fees Schedule (as set out in Section 3 and Annex 6);
- iv Signed Confidentiality Undertaking (as set out in Annex 7);
- v Signed Non-Collusion Certificate (as set out in Annex 8);
- vi Signed Competitive Dialogue Protocol (as set out in Annex 9).

1.6 **All Participants are requested to acknowledge receipt of this Invitation Document immediately by email to [stationapproach@winchester.gov.uk](mailto:stationapproach@winchester.gov.uk). The acknowledgement should state the following:**

1.6.1 **The Participant's willingness or otherwise to submit Outline Solutions and participate in Dialogue for the Project; and**

1.6.2 **The name of the Participant contact to whom all communications regarding this Invitation Document should be addressed.**

**If the Participant does not wish to, or is unable to tender, then these documents should be immediately deleted or destroyed or returned to the address set out in paragraph 9.1 under the heading 'Submission of Outline Solutions'.**

## 2 **Details of the Project**

1.1 The Council is inviting expressions of interest from suitably qualified and experienced architects in relation to entering into a form of appointment (the **Appointment**) to provide architectural design and related services (the **Services**) for a commercial and residential property development at Station Approach as described further below (the **Project**).

1.2 Following the assessment of PQQs received, shortlisted Applicants will then be invited to submit outline delivery solutions and preliminary designs for the Project and participate in Dialogue with the Council.

1.3 This Information Memorandum provides background information about the Council and a description of the Project and the Services required.

### 3 **The Project**

3.1 The Council is working in partnership with key stakeholders on plans to enhance the Station Approach area of Winchester (the Development).

3.2 The aim of the Development is to realise the area's potential, both in relation to the city's economy and its role as a gateway. If it is successful, the Development could have a positive impact on the economy and environment of the city as a whole. It should provide a new and improved public realm with better walking and cycling links for people who live and work in the area, or who move through it. The Development is a key location in the Council's 'Vision for Winchester' document.

3.3 A successful outcome of the regeneration of the area would be the creation of commercially successful developments: a distinctive local character respecting the best of the neighbouring areas; and an improvement in the connectivity between the emerging suburb of Barton Farm, the historic area of Hyde, the station and the town centre.

3.4 As part of the Station Approach development, the Council is seeking to redevelop two key sites at Carfax and Cattlemarket as well as seeking to enhance and develop the public realm and transport links throughout the area. The Carfax and Cattlemarket sites are two key parcels of land within the area which are both owned by the Council and in excellent sustainable locations, offering the potential for creating innovative and attractive designs and public realm improvements (which are subject to a separate financial bid to the Local Enterprise Partnership) and much needed commercial and housing development together with car parking and financial returns. Development of these is seen as both an objective in itself and as a catalyst for other improvements to public and private interests in the area. Please see the site Plan on page 4 of the Design Brief (the **Design Brief**) (which is available via the South East Business Portal at <https://procontract.due-north.com/>) for more details about the sites.

3.5 The Council is seeking high quality contemporary designs for both sites in the Project for a mixed use commercial, housing, parking and a small amount of retail development which blends and complements its surroundings and which also investigate opportunities in the area to improve the public realm and accessibility to the sites. The successful Participant's designs will place sustainability and sustainable practices at the heart of the project design, construction and future operation.

3.6 Given the estimated budget for the Project, the Council is keen to ensure that the successful design is in keeping with its surroundings and the heritage element of Winchester and the environs, as well as within budget. It is crucial that any design submitted is not only buildable but also financially viable.

3.7 It is envisaged that the Development will be taken forward in phases, starting with the Carfax site. Participants will be required to review the Council's design requirements and provide an analysis of how the requirements of the Design Brief can be achieved across the Carfax and Cattlemarket sites and from this analysis produce a more detailed design proposal for the Carfax site. Proposals for improvements to the public realm and connectivity in the area will also be required as part of these submissions. The Design Brief is available on the portal referred to above.

- 3.8 The successful architect will be appointed to finalise the design for the Carfax site to planning application stage and to develop the public realm proposals into a strategic document to inform investment and planning decisions. The architect's performance will be measured against agreed Key Performance Indicators (**KPIs**).
- 3.9 The Council has not decided at this stage whether it will undertake the development of the Carfax site itself or whether it will procure a third party development partner. In the event that the Council does decide to develop the Carfax site itself or a third party development partner is selected, and planning consent is secured, the Council intends to novate the architect's Appointment to either its' own contractor or the third party development partner as the case may be, and the architect will be required to carry out the design work for the Carfax site through to the construction stage.
- 3.10 Following satisfactory performance by the architect against the KPIs for the Carfax site, the Council will have an option at its sole discretion to extend the Appointment to include the design for the Cattlemarket site up to and including the submission of a planning application. Again, the Council has not decided whether it will undertake the development of the Cattlemarket site itself or whether it will procure a third party development partner. In the event that the Council does decide to develop the Cattlemarket site itself or a third party development partner is selected, and planning consent is secured, the current intention is for the Council to novate the architect's Appointment to either its' own contractor or to the third party development partner as the case may be, and if this happens the architect will be required to carry out the design work for the Cattlemarket site through to the construction stage.
- 3.11 Further details about the Development and the Project are set out in the Design Brief.
- 3.12 The architect's fees for the Carfax site are estimated at £163,200 excluding VAT (calculated as 32% of the full fee of £510,000 excluding VAT to take the development through to practical completion and handover). In the event that the Council opts to award the Cattlemarket design works through to the grant of planning permission to the architect, the fees for the Services are estimated at £185,600 (calculated as 32% of the full fee of £580,000 excluding VAT to take the development through to practical completion and handover). A further sum of approximately £36,800 excluding VAT will be available for the development of public realm ideas and proposals into a strategic document to establish a formal design code for the area. In the event that the Council is successful in its bid to the Local Enterprise Partnership, a further sum of £63,200 could be made available to the architect. Therefore the total potential fee for the Project (including all options) is estimated at £1,190,000 excluding VAT.
- 3.13 The estimated duration of the Project will be approximately two years for the Carfax site and up to four years if the Council opts to extend the Appointment to include the Cattlemarket site..

#### **4 Characteristics of the Sites**

- 4.1 The area at the southern end of the Andover Road and approaching the railway station has considerable potential which is, at present, largely unfulfilled. A small number of commercial premises exist along the railway corridor none of which are of any great design merit or significance. The route down Andover Road and Stockbridge Road into Winchester offers no sense of 'arrival'. The new suburb of Barton Farm, further north

along Andover Road, will create additional transport movements of all types, and further highlight the unresolved traffic problems in the Station Approach area.

- 4.2 The junction of Worthy Lane and Andover Road is very busy at peak times, as is the main cross-roads a little further on, known as the Carfax junction. These present obstacles to pedestrian movements in particular but also for cyclists and to some degree, buses and commercial traffic arising from the busy intersection of cross town routes.
- 4.3 The area in front of the station is in good condition and has benefited from investment but routes to the city centre are not as well defined as they should be and the area is largely given over to taxis and buses. The Carfax site immediately opposite has a mixture of uses which it is now proposed to redevelop in a way consistent with providing a characterful and welcoming arrival area and departure.
- 4.4 An important outcome from a successful project is that both public realm quality and accessibility are improved. The development and implementation of such works will rely upon partnership working with Hampshire County Council (HCC), train and bus operating companies and other key stakeholder groups including additional third party land or frontage owners who have been or may need to be involved. Initial discussions have taken place with a number of these organisations to confirm that they support the objectives and are keen to remain involved as it progresses. HCC, in their role as highway authority, are a particularly significant stakeholder. The Council is therefore seeking proposals which are 'in principle' realistic and deliverable, but recognises that these may require agreements not yet in place.
- 4.5 A £5m bid is being made to the Enterprise M3 Local Enterprise Partnership for local growth funding to enable public realm, walking and cycling improvements to be made to the area around the development and Winchester Railway Station, linking into the city centre and beyond.

## 5 **The Council's Objectives**

- 5.1 The Council places a strong emphasis on functional, high quality design in appropriate materials which should be distinctive and obviously 'of its time' but which should respect and be complementary to the adjacent townscape. As a mixed use neighbourhood of commerce, housing, parking and a small amount of retail space development, the area has sufficient scale to have its own 'internal' public realm and design character but the transition to and from adjacent areas should be fluid and not abrupt. Sustainable building and layout based on good business principles should be at the heart of the design, construction and future operation. The Council has produced a High Quality Places Supplementary Planning Document to which reference should be made.
- 5.2 Through the development the Council seeks to:
- ensure the area around the station enhances the economic vitality of the city, offering modern, purpose built offices to improve employment opportunities;
  - create a commercial office hub;
  - create a high quality and welcoming arrival 'gateway' point and improve 'wayfinding' and legibility so that people find their way to the city centre and other key destinations, particularly by means other than the private car;

- enhance the public realm, public transport facilities and retail offer in the area to create attractive and vibrant public spaces responding to people and their needs whilst also building on and adding to the existing commercial and cultural life in the city;
- improve the aesthetic and environmental impact of the area, including the retention of important trees and create new planting areas, where space and practical considerations allow;
- demonstrate a high standard of architectural, highway and landscape design, in harmony with the existing character of Winchester, and use quality materials and detailing (noting future maintenance liabilities for publically owned spaces and land);
- safeguard and enhance important views (where it is appropriate to do so) and the character of the area;
- repair the urban fabric and create a cohesive high quality townscape, and public realm which is capable of being further enhanced as other developments within the area are brought forward;
- improve linkages to the station and through the sites that are consistent with the surrounding area and existing schemes and emerging proposals;
- provide car parking which meets both public and private needs through the efficient use of space and is of a high quality design from a user perspective (the office car parking should be made available for public use at weekends where possible);
- strengthen the existing retail offer in addition to the local centre around Andover Road/Stockbridge Road;
- create mixed use buildings with active frontages by providing a variety of active uses along key routes;
- provide a mix of houses and flats (giving consideration to the Council's policy on affordable housing);
- improve pedestrian, cycling and traffic flows where possible, for key junctions and roads, critically bearing in mind that improvements should avoid displacing vehicular traffic - especially elsewhere in the city - unless suitably mitigated;
- have consideration of the findings of recent research that show that traffic reduction and maximising pedestrian and cycling facilities increase considerably the commercial potential of an area. (<http://activelivingresearch.org/sites/default/files/MakingTheCaseReport.pdf> and a reference to the Pedestrian Pound at [http://www.livingstreets.org.uk/sites/default/files/content/library/Reports/PedestrianPound\\_fullreport\\_web.pdf](http://www.livingstreets.org.uk/sites/default/files/content/library/Reports/PedestrianPound_fullreport_web.pdf)).

5.3 The Development will contribute to achieving the Council's objectives to increase high value employment prospects in the city, to build a low carbon economy and to promote the

town's walking and cycling Strategies. Winchester has a shortfall in modern, desirable commercial premises resulting in some businesses not being able to establish themselves or expand in the city. The Development will support desired transport outcomes by improving access to markets and employment, improving public transport access and locating housing and commercial premises in a highly sustainable location.

## 6 Requirements at Outline Solutions stage

6.1 The Council wishes to obtain innovative and creative design solutions which will create a structure for the area as a whole, and demonstrate how the development requirements can be accommodated on the two sites in its ownership. For the Carfax site, this will be taken to a further level of detail to demonstrate how the development proposals could be realised in form and materials. Through the public realm strategy the Council wishes to produce a template for decisions regarding infrastructure and third party development proposals to ensure a coherent and successful revitalisation of the area.

6.2 Applicants who are shortlisted and invited to provide Outline Solutions will be required to provide:

6.2.1 An analysis showing the proposed disposition of the development requirements (which are set out below) and such other uses as may be considered as appropriate and feasible between the Cattlemarket and Carfax sites shown in green on page 4 of the Design Brief;

6.2.2 A proposal for the content of a public realm strategy considering issues such as public walking and cycling routes, access to public transport, public spaces (including any green spaces and community gardens or public art), landscaping (hard and soft), street furniture and signage which demonstrates how the requirements that are set out in the Design Brief can be accomplished within the red line area shown in the plan on Page 4 of the Design Brief. This should be integrated with the proposals contained in paragraph 6.2.1 above. It should be assumed that the upper limit of total expenditure on the public realm (i.e. implementation of the strategy) will be in the order of £5 million. This figure represents the 'scale' of the public realm strategy the Council wishes to develop. The successful architect will develop their public realm ideas and proposals into a completed strategic document which will establish an informal 'design code' for the public realm in the area. The fee for this work should be included in the fee specified for paragraph 6.2.3 below.

6.2.3 A proposal for the development of the proposed uses on the Carfax site at a level of detail consistent with RIBA 'Concept Design' (<http://www.ribaplanofwork.com/about/Concept.aspx>) and providing sufficient detail to demonstrate the specific qualities of the bidding team proposals and to differentiate it from any other proposals sufficiently for the Design Contest Jury to make a judgement on its merits on the assessment criteria to be used. The successful architect will take forward their concept design for the Carfax site to planning stage for the fee they have specified in their submission and subject to a decision to proceed thereafter, will be appointed to complete the project in respect of the Carfax site either by way of a direct appointment to the Council or novation to a contractor or development team. It is envisaged that the concept

design for the Project will be developed and will evolve through subsequent and iterative design stages.

6.3 The development requirements which the Council believes could be accommodated and which should be incorporated into design proposals are:

6.3.1 approximately 13,000 sq m (140,000 sq ft) net internal area office floor space divided into two or three buildings with facilities and floorplates suitable for flexible use or subdivision either for a single or multiple occupiers with self contained car parking requirements incorporated into the design. Of this, the Council expects in the order of 5,575 sq m (60,000 sq ft) of office space is to be provided on the Carfax site and 7,425 sq m (80,000 sq ft) on the Cattlemarket site.

6.3.2 provision of between 5,300 sq m (57,000 sq ft) and 8,180 sq m (88,000 sq ft) gross external area residential floor space with parking in accordance with Council's Local Plan and Affordable Housing policies.

6.3.3 approximately 465 sq m (5,000 sq ft) net internal area small scale retail floor space including restaurant/café uses.

6.4 Development proposals for the Carfax and Cattlemarket sites should be contained within the Council's land ownership. They must also be capable of delivery without creating any ransom situations.

6.5 In addition to the above requirements, the Council's parking strategy seeks to maintain broadly the same level of public car parking provision across the area and ensure that the parking is 'purposeful', in that, it is located so that it can best serve different users including meeting the needs of businesses, residents and shoppers. The strategy also seeks to ensure that parking makes efficient use of space and that it is provided to a high standard. Proposals should therefore maintain approximately the current levels of public parking across the two sites but should explore how this can best be located and divided up to achieve the objectives of the car parking strategy whilst seeking to minimise traffic impacts on the Carfax Junction.

6.6 The Council has commissioned two parking studies (which are background documents to the Design Brief) and which have started to look at this consideration in more detail. Appropriate private car parking for the new commercial and residential usages of the development will also be required; the precise amount will depend upon the extent and type of the accommodation to be provided on the two sites. This is also considered in the parking background documents. The impact of the Major Development Area to the North of Winchester at Barton Farm, which will shortly be commencing, should also be considered in terms of its impact and requirements.

## 7 **Summary of stages of Competitive Dialogue Procedure**

The remainder of the procurement will follow these stages:

7.1 **Review of Outline Solutions:** The Outline Solutions will be reviewed but will not be formally assessed at this stage. The Council intends to use the Outline Solutions as the basis for the agenda for Dialogue with each of the Participants.



- 7.2 **Dialogue:** Following this review, the Council intends to conduct formal Dialogue meetings (the **Dialogue**) with the Participants as detailed in this Invitation to Submit Outline Solutions. Each Participant will be allocated appointment slots in which they are required to attend the offices of the Council or such alternative location as notified to the Participants by the Council to discuss their Outline Solutions. The Council reserves the right to reduce the number of Participants during the Dialogue stage. Representatives of Participants attending Dialogue meetings must have sufficient authority to engage in real and constructive Dialogue with the Council. Participants will have an opportunity to discuss the terms and conditions of the Appointment during Dialogue stage.
- 7.3 **Submission of Best and Final Offers:** On conclusion of the Dialogue, the remaining Participants will be invited to submit Best and Final Offers which shall include detailed designs for the Project (**Best and Final Offers**).
- 7.4 **Assessment of Best and Final Offers:** The Council will assess the financial and commercial elements of the Best and Final Offers and their conformity with the Design Brief in accordance with the award criteria set out in this Invitation Document.
- 7.5 **Design Contest:** Participants' Best and Final Offers that have achieved a "Pass" score on the financial and commercial elements and have been assessed for conformity with the Design Brief shall be assessed by an independent jury (the **Jury**) in a design contest which shall be run in accordance with Regulations 78 to 82 inclusive of the EU Regulations (the **Design Contest**). The Jury shall comprise three architects all of whom are registered with the Architects Registration Board, three Council members, one representative from the City of Winchester Trust, one Urban Designer and one Transport Planner from Hampshire County Council.
- 7.6 The Jury shall assess the design elements of the eligible Best and Final Offers in accordance with the evaluation criteria set out in Annex 3 and score the designs accordingly. The Jury will provide a report to the Council with comments on the designs assessed. The Design Contest will be run in accordance with the rules set out in Section 4 of this Invitation Document. Each Participant who submits a design in the Design Contest will be paid an honorarium of £15,000 plus VAT per Participant.
- 7.7 **Final evaluation:** The Council will then collate the scores from both the financial, commercial and Design Brief conformity assessment and the Design Contest jury's design assessment to produce a final ranking of Participants. The Participant with the highest overall score will be recommended to the Council's Cabinet for final approval. and the Council will need to obtain this formal approval from its Cabinet before awarding the Project. Participants should note that the Council reserves the right at its absolute discretion to award or not award a contract as it sees fit.
- 7.8 **Notification of decision:** Participants will be notified of the outcome of the Best and Final Offer evaluation in accordance with Regulation 86 of the EU Regulations. Following the issue of the notification letters, the Council will observe a mandatory 10 day standstill period in accordance with Regulation 87 of the Regulations.

## 8 **Form of Appointment**

- 8.1 Following the successful completion of the standstill period without any formal legal challenges being raised, the Council intends to enter into the Appointment with the successful Participant. The proposed form of Appointment is set out in Annex 4.

- 8.2 The Council intends to adopt the Building Information Model (BIM) Protocol CIC/BIM Pro first edition 2013 (the **BIM Protocol**) subject to such amendments as it deems necessary to avoid any conflict with the Form of Appointment at Annex 4. This document will be sent to Participants shortly.
- 8.3 In the event that the Council procures a third party development partner for the Project, the Council intends that the Architect's appointment will be novated to the development partner via a deed of novation (the form of which will be set out in the form of Appointment).
- 8.4 Following satisfactory performance by the architect against the KPIs for the Carfax site, the Council will have an option at its sole discretion to include the design for the Cattlemarket site up to concept design stage. In the event that the Council extends the Appointment to include the Cattlemarket site and appoints a third party development partner for that site, the Council's current intention is that the architect will carry out the design work for the Cattlemarket site through to the construction stage.

## 9 **Submission of Outline Solutions**

- 9.1 Outline Solutions must be submitted as set out in this Invitation Document and returned to the Council by no later than 16:00:00 hours on 20th January 2016. The Outline Solutions must be sealed in a suitable envelope or container marked with the identifying Tender label provided by the Council as mentioned in 9.4 and 9.5 below and marked 'Strictly Confidential' and addressed to the Head of Legal and Democratic Services C/O David Shaw, Winchester City Council, City Offices, Colebrook Street, Winchester, Hampshire, SO23 9LJ.
- 9.2 Applicants are required to provide one signed hard copy with all accompanying documents together with one electronic copy on memory stick or CD.
- 9.3 No Outline Solution will be considered if it is received after the closing date and time stated above, unless the Council at its own absolute discretion extends the closing date and time specified in writing.
- 9.4 Outline Solutions should be delivered by post, by hand, or by courier delivery, sealed as above. The envelope or container shall in no circumstances bear any name, mark, slogan or logo or other indication of the identity of the Participant on the envelope and the necessary label should be affixed to the envelope or container in the top left corner.
- 9.5 Participants must ensure that they print off the yellow tender label which is included at Annex 10 of this document and securely affix it to the outside of the envelope or container.
- 9.6 Company franking infringes 9.4 above and should not be used. Participants should be aware that data post or private courier may also infringe 9.4 if the envelope or container identifies the sender and should ensure that if this method is used the Participant's name is not identified on the packaging.
- 9.7 **Part One: Delivery Proposals**
- 9.7.1 Participants are required to respond to each of the Delivery Proposals questions set out at Section 2 of this Invitation Document, detailing the

methodology, assumptions and resources which they propose to deploy in the delivery of the Project.

9.7.2 Participants should ensure the Fee Proposals are submitted as required in Section 3 of this Invitation Document and Annex 6.

9.8 Part Two: Financial Submission

9.8.1 Participants are required to provide a completed version of the Fees Schedule as provided as Annex 6 of this Invitation Document.

9.8.2 The Fees Schedule must be provided in exactly the same format as provided with no alterations.

9.9 Participants should also complete and sign:

9.9.1 the Outline Solutions Submission Letter as set out in Annex 2; and

9.9.2 the Confidentiality Undertaking as set out in Annex 7; and

9.9.3 the Anti-Collusion Certificate as set out in Annex 8; and

9.9.4 the Competitive Dialogue Protocol as set out in Annex 9.

and return signed copies of each document as part of their Outline Solutions.

9.10 Any further amendment or proposal introduced at the Best and Final Offers stage which does not reflect developments during the Dialogue process will not be considered by the Council and may lead to rejection at the Council's sole discretion of the relevant Participant's Best and Final Offers and their exclusion from this procurement process.

9.11 The Council may ask for further information at any point up to the entry into the Appointment with a Participant to satisfy itself that the Participant continues to qualify. Failure to provide any such information either as part of this Invitation Document or at contract award stage may lead to a Participant being disqualified from further consideration.

9.12 The Council reserves the right to disqualify any Participant which no longer qualifies if it becomes aware that the Participant did not qualify at the time their PQQ or Outline Solutions or Best and Final Offers were submitted or if it no longer qualifies at any point before the formal entry into contract in relation to the services referred to in the Contract Notice.

9.13 The Council reserves the right, at its sole discretion, to supplement this Invitation Document at any time throughout this process in order to identify and define the means best suited to satisfy its needs in relation to the Project.

9.14 The Council reserves the right (but is not obliged) to accept any Outline Solutions or Best and Final Offers or part of any Outline Solutions or Best and Final Offers submitted pursuant to this Invitation Document. The Council will not be bound to accept any Outline Solutions or Best and Final Offers and reserves the right at their absolute discretion to accept or not accept any Outline Solutions or Best and Final Offers submitted and/or to abandon this procurement at any time.

9.15 For the avoidance of doubt, the Council shall have no liability whatsoever to any Participant should they elect not to accept any Best and Final Offers or to abandon this procurement at any time.

## 10 **Communications Protocol**

10.1 Participants should note that any communication with the Council should be via email at **[stationapproach@winchester.gov.uk](mailto:stationapproach@winchester.gov.uk)**.

10.2 Any communication or attempt to contact any member of the Council's staff, officers, Cabinet members or councillors may result in your organisation being disqualified from the procurement process and not considered further.

10.3 All information about this procurement will be made freely available to Participants via the South East Business Portal at <https://procontract.duenorth.com/SupplierPreLoginHome>. Applicants should check the portal regularly for any updated information relating to the procurement.

10.4 Prior to the commencement of the Dialogue

10.4.1 Any questions about this procurement should be submitted in writing via email to [stationapproach@winchester.gov.uk](mailto:stationapproach@winchester.gov.uk). The Council will endeavour to answer all queries about the procurement provided that such queries are received at least four (4) Working Days before the closing dates for receipt of Outline Solutions and Best and Final Offers. Participants must clearly indicate, when submitting a question, which (if any) part of their question they view as confidential and applicable only to the Participant submitting the question. If the Council does not agree that the question is confidential and applicable only to the Participant, the Participant will be given the right to withdraw the question without it being answered.

10.4.2 The closing date for clarifications to be raised will be 12:00:00 hours on Wednesday 6th January 2016.

10.5 During the Dialogue

All queries raised by Participants during the Dialogue will be fully documented, either by asking Participants to put their questions in writing or by the Council compiling a full note of the query and corresponding answer following a telephone conversation or Dialogue session (see below). Where such queries and/or responses are not of a commercially confidential nature, they will be circulated to all Participants.

10.6 Dialogue sessions

10.6.1 The Dialogue sessions are designed to provide Participants with the opportunity to progress their Outline Solutions with representatives of the Council and the Council's advisers so that a solution capable of meeting the Council's requirements is reached. As part of these Dialogue sessions, the Council will provide some initial informal feedback on Participants' Outline Solutions.

10.6.2 The onus is on Participants to ensure that they are available on the dates proposed for the Dialogue meetings, as alternative dates may not be available.

10.6.3 In the event that any additional questions are raised during the Dialogue sessions, where such questions and/or responses are not commercially confidential, the Council will ensure that these are comprehensively documented and circulated, for the benefit of all Participants.

#### 10.7 At the close of the Dialogue

10.7.1 All queries must be submitted by email to **stationapproach@winchester.gov.uk**, to allow the Council sufficient time to address the questions and circulate answers to the Participants in time for the deadline for submission of Best and Final Offers.

10.7.2 The Council reserves the right not to address any questions raised after the completion of Dialogue, unless they are of general relevance. In the event that questions are raised after this time, the Council reserve the right to circulate the answers to all of the Participants, whether of a commercially confidential nature or not, in order to preserve the equal treatment of all of the Participants.

#### 10.8 Requests for Clarification

Once Outline Solutions and Best and Final Offers have been initially screened and evaluated by the Council, the Council may have questions that they wish to raise with the individual Participants. These will be raised by the Council, in writing, to the individual Participants.

#### 10.9 Bidders' Day

The Council will be holding a bidders' day for the Participants shortlisted for the Outline Solutions and Dialogue stage. This event will be held on 7th December 2015.

#### 10.10 Competitive Dialogue Protocol

Participants' attention is drawn to the Competitive Dialogue Protocol set out at Annex 9. Failure to comply with this Protocol at any point during the Dialogue process may result in instant dismissal of a Participant from this procurement process.

### 11 **Payment of Honorarium**

11.1 The Council intends to make a contribution towards the costs incurred by the Participants in the Design Contest in preparing their design submissions.

11.2 The value of the Honorarium will comprise a fixed sum of £15,000 plus VAT which will be paid to each Participant who is invited to enter the Design Contest.

11.3 Participants will be required to submit an invoice for this amount and those that are VAT registered will be required to submit a VAT invoice. (Invoices from EU Applicants must include the words REVERSE CHARGE).

11.4 The Honorarium will be paid as a single lump sum payment to each Participant and this will take place after the Award of Contract to the successful Participant.

11.5 In respect of the successful Participant, the Honorarium shall be treated as an advance on the Fee to be paid to the successful Participant under the form of Appointment.

**Indicative Procurement Timetable**

<b>Key Stage</b>	<b>Estimated / Actual Date</b>
Issue Invitation to Submit Outline Solutions and Participate in Dialogue Document	2nd December 2015
Bidders' Day	7th December 2015
Deadline for submission of Outline Solutions	16:00:00 hours on 20th January 2016
Dialogue process	Commences 28th January 2016
Conclusion of Dialogue	Expected to be 3rd March 2016 (further meetings may be requested/required if appropriate)
Issue of Invitation to Submit a Best and Final Offer Document	10th March 2016
Deadline for submission of Best and Final Offers	16:00:00 hours on 8th April 2016
Evaluation of financial and technical components of Best and Final Offers	Approximately 2 weeks
Design Contest/Public display of Best and Final Offer designs	Week of 25th April 2016
Design Contest Jury decision submitted to the Council	By 29th April 2016
Final evaluation of Best and Final Offers	Approximately 2 weeks
Cabinet approval	19th May 2016
Regulation 86 letters issued to Participants	May 2016
Mandatory standstill period	10 calendar days
Award of contract confirmed	June 2016
Publication of Contract Award Notice/ Contracts Finder Notice	June 2016

This timetable is subject to amendment by the Council at its sole discretion.

## Section 2: Delivery Proposals for Outline Solutions

### 1 Organisation information

Participants are reminded that qualification in accordance with the requirements set out in the PQQ is a continuing requirement and Participants are obliged under this section to provide the Council with details of any changes to the information provided in respect of its PQQ response. In the event that the Council becomes aware that a Participant does not qualify under the minimum requirements set out in the PQQ, then that Participant shall be disqualified and shall not be considered further.

#### **Delivery Proposal 1:**

**Participants are invited to provide details of changes to any of the organisation information (including copies of accounts which have been published, details of any changes to ownership and changes to any other information) which was submitted to the Council prior to being included on the list of Participants invited to submit Outline Solutions.**

### 2 Form of Appointment

2.1 Participants are requested to review the form of Appointment included as Annex 4 and the Services Schedules included as Annex 5.

#### **Delivery Proposal 2:**

Participants are invited to confirm that they have reviewed the Appointment and obtained approval from its legal advisers and insurers and board of governance/managers in respect of its terms.

2.2 The Council does not intend to review or negotiate any proposed changes to the contract documents (apart from the Schedule of Services and the information requirements of the BIM protocol) proposed by Participants, other than to correct errors or discrepancies noted in the drafting. In the event that Participants include material changes to the contract documents as part of their Outline Solutions other than corrections of errors or discrepancies in the drafting, the Council will ask the Participant to withdraw the amendments. In the event that a Participant refuses to withdraw the amendments, the Council reserves the right to fail the Participant.

2.3 Participants will be failed if they do not provide a response to this question.

### 3 Confidentiality Undertaking and Non-Collusion

In the course of taking part in this procurement, Participants will receive or be given access to confidential information in relation to the Council and its business operations.

#### **Delivery Proposal 3**

**Participants are required to complete and sign:**

- (a) **the Confidentiality Undertaking attached at Annex 7 of this Invitation Document; and**

- (b) **the Non-Collusion certificate attached at Annex 8 of this Invitation Document**

**and return original versions of the signed documents with their Outline Solutions.**

## 4 **Design**

### **Delivery Proposal 4**

Participants are required to supply an illustrated design report at a level of detail consistent with the RIBA Plan of Work 2013 Stage 1 'Preparation and Brief', consisting of no more than 10 A3 sides, which should address the following topics:

- (a) An initial analysis showing the proposed disposition of the development requirements (which are set out on page 11 of the Design Brief and at 6.3 of this Invitation to Submit Outline Solutions document) and such other uses as may be considered as appropriate and feasible between the Cattlemarket and Carfax sites (denoted in green on page 4 of the Design Brief) in accordance with the principles set out in the Design Brief.
- (b) An initial proposal for the content of a public realm strategy considering issues such as public walking and cycling routes, access to public transport, public spaces (including any green spaces and community gardens or public art), landscaping (hard and soft), street furniture and signage which demonstrates how the requirements that are set out in the Design Brief can be accomplished within the red line area shown in the plan on Page 4 of the Design Brief. This should be integrated with the proposals contained in item (a) above.
- (c) An initial proposal for the development of the proposed uses on the Carfax site.
- (d) A provisional schedule of accommodation for the Carfax site including:
  - i. The net internal area of the office space
  - ii. The gross external area of the residential element
  - iii. The net internal area of any retail element.
- (e) For the Carfax site, provisional details of:
  - i. The housing type and mix between private and affordable
  - ii. The number of parking spaces for public and private car parking, with details of the number of office parking spaces which could be made available at the weekend for public use
  - iii. The form of construction to be employed
  - iv. The quality that the accommodation is to be constructed to (i.e. basic, mid range, high)

When developing their submissions Participants should have reference to the scoring criteria at Annex 3 and also consider the following:

- (a) Providing an outline and illustration of your aspirations and vision for the Project; and explain why and how your vision is deliverable;



- (b) Describing how you will design a mixed-use environment that will fulfil the requirements of the Design Brief; and
- (c) Illustrating your approach to design and construction quality for commercial office space; and
- (d) Setting out and illustrating your approach for high quality landscaping; and
- (e) Setting out and illustrating your approach to public thoroughways and access.

At Outline Solutions stage, this information will not be formally assessed but the proposals supplied will form the basis of discussion in the Competitive Dialogue sessions.

## 5 Professional Team

### Delivery Proposal 5

**Participants are required to:**

- (a) **Submit a resource schedule and details of their proposed Architects Team including CVs indicating the relevant qualifications for each member. The Council anticipates that the Project Team will include the following :**
  - i. Lead Designer;**

- ii. **Principal Designer;**
- iii. **Architectural design;**
- iv. **Landscape design;**
- v. **BIM Co-ordinator/Information Manager;**
- vi. **Masterplanning including strategic sustainable development advice;**
- vii. **Transport Consultant to produce a transport assessment;**
- viii. **Planning consultancy including townscape heritage and visual statement and relevant sustainability statement.**

(b) **Highlight the particular skills each member would bring to the Project and a proposed organisational structure identifying the lines of communication with the Council; and**

(c) **Demonstrate their understanding of good project management as this will be important to the successful delivery of the Project.**

The Council will separately appoint the other members of the design team (including a highways designer) and the Participant is not required to appoint sub-consultants.

If the Participant wishes to nominate for any further specialist consultants to be procured by the Council such as (but without limitation) structural engineers, mechanical and electrical consultants, quantity surveyors, cost consultants and health and safety consultants the Council will consider adding such nominees to its tender list(s) for the Project. Participants should indicate this information in their submission.

**Participants also are required to submit proposals for:**

- (a) **retaining competent and suitably qualified staff allocated to the Project; and**
- (b) **providing opportunities for the continuing professional development of the Project Team; and**
- (c) **research and development to ensure their firm is up to date with all relevant industry initiatives and is at the forefront of their profession for the benefit of the Council.**

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

## 6 **Health and safety**

The Council is committed to the highest levels of health and safety in all aspects of the Project.

### **Delivery Proposal 6**

**Participants 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 the Council but will not be formally assessed.

## 7 **Key Performance Indicators**

The Council is committed to continuous improvement in service delivery and will utilise a suite of key performance indicators (**KPIs**) to measure the performance of the successful Participant. The KPIs are set out in the form of Appointment included at Annex 4.

### **Delivery Proposal 7**

**Participants are requested to provide an unequivocal statement that they accept the KPIs in the Appointment and will work towards delivering the Project in accordance with those KPIs.**

## 8 **Resident involvement**

Involving the Council's residents and the general public and engaging with them on the proposed Project is a particularly important issue to the Council. The successful Participant will be required to assist the Council in engaging with residents and the public on the proposed Project and ensuring they are kept informed about the project.

### **Delivery Proposal 8**

**Participants are required to describe their proposals for presenting the Project to the Council's residents and the general public and keeping them informed about the project and it's progress.**

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

## 9 **Insurance and security**

Participants are also required to have at the point of contract:

- (a) third party/public liability insurance of not less than ten million pounds (£10,000,000) for each and every event with the number of events unlimited; and
- (b) employer's liability insurance of not less than ten million pounds (£10,000,000) for each and every claim in respect of all customary risks; and
- (c) professional indemnity insurance of not less than five million pounds (£5,000,000) for each and every claim with the number of claims unlimited for

the duration of the Project and to maintain such insurance for a period ending twelve (12) years following completion of the Project.

**Delivery Proposal 9**

**Participants must confirm the availability of public liability, employer's liability and professional indemnity insurance in the cover stated in this section.**

## **Section 3: Financial Submission for Outline Solutions**

### **10 Fees Schedule**

10.1 The Fees Schedule set out in Annex 6 indicates the approach to be taken regarding pricing fees for the Services.

#### **Delivery Proposal 10**

**Participants are required to complete the Fees Schedule and return it in accordance with the instructions in this Invitation Document.**

## Section 4: Design Contest Rules

### 1 Introduction to the Design Contest

- 1.1 Participants must participate in the Design Contest in accordance with the following rules (the **Rules**). Participants who do not comply with these Instructions in any particular way may be rejected by the Council at its sole discretion and the Council's decision in the matter shall be final.
- 1.2 These Rules should be read in conjunction with the Instructions to Participants at Annex 1 of this Invitation Document.

### 2 The Design Contest

- 2.1 The purpose of the Design Contest is to assess the Participants' final design submissions presented in their Best and Final Offers. In a design contest, a jury of individuals selected by the Council (the **Jury**) assess the designs and present a report to the Council on the relative merits of each design.
- 2.2 The Design Contest is being run in accordance with Regulations 78 to 82 (inclusive) of the Regulations.
- 2.3 The Jury shall examine the designs submitted by each Participant. The designs will be made available for inspection in the weeks commencing 18th April and 25th April 2016. The Jury may view the designs individually or as a group at any point during this period.
- 2.4 The Jury is required to assess the designs solely on the basis of the criteria and sub-criteria set out in Annex 3 of this Invitation Document.
- 2.5 The Jury is required to assess the designs anonymously. Therefore, the Participants' designs will be displayed anonymously. The Jury will not be told the identity of the Participants in the Design Contest or which design belongs to which Participant. Participants must not attempt to identify a design as belonging to a particular Participant (including its own) at any point during the Design Contest. The designs will remain anonymous until the Jury has notified the Council of its opinion or decision as explained below.
- 2.6 During the design assessment process, Jury members are entitled to ask questions or raise points that require further clarification. These will be recorded in writing and communicated to the Council. On receipt of any question, the Council will forward the questions to the relevant Participant and invite them to respond. The Council will provide the Participant's anonymised response back to the Jury for further consideration. Participants should not attempt to communicate directly with any of the Jury members or attempt to provide clarification on any points other than via the Council.

### 3 The Jury Report

- 3.1 Each member of the Jury is required to assess the designs solely on the evaluation criteria set out in Annex 3. The Jury must record the scores for each Participant and any comments about the designs in a report, signed by all Jury members (the **Jury Report**) and forward this to the Council.

3.2 The Jury may also note in the Report any questions or points in respect of any designs that need further clarification. However, the Jury will not have a further opportunity to review its decision at this point, so any questions or points raised will be considered by the Council at its sole discretion.

3.3 It is critical that the Jury makes its assessment independently and autonomously. Accordingly, Participants should not make any attempt to contact or communicate with the Jury members. Any attempt to contact or communicate with third parties could invalidate the Design Contest and delay the award of the Project. The Council reserves the right to disqualify any Participant from participation for any breach or reasonable suspicion of a breach of these Rules.

#### 4 **Confidentiality**

4.1 Jury members have been instructed to keep confidential the details of all design submissions they assess, and not to disclose any information about any design submission during the period of the Design Contest.

4.2 Participants are required to not release their design submissions for publication or to identify the participants in the Design Contest or the Jury's recommendation until the Design Contest is completed and in any case without first seeking the written consent of the Council.

#### 5 **Conflicts of interest**

5.1 The Jury must be independent from the Council and the Participants. Any real or perceived conflict of interest among the Jury members could result in a serious breach of the Regulations and the Council's governance rules and jeopardise the Design Contest and the procurement process. Therefore each Participant must be able to assure the Council that no conflict of interest exists or will arise as a result of any Jury member's participation in the Design Contest.

5.2 A conflict of interest in respect of the Design Contest includes (but is not limited to):

5.2.1 any past or existing or potential personal or commercial relationship with any Jury member (details of the composition of the Jury can be viewed at 7.5 on page 9 of this document); or

5.2.2 any involvement with any Jury member preparing any part of their Pre-Qualification Questionnaire or Outline Solutions or Best and Final Offer or assisting or advising on their participating in Dialogue; or

5.2.3 any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the Design Contest.

5.3 Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Participant to inform the Council and provide details of the conflict.

5.4 The Council may exclude or replace any Jury member from the Design Contest if there is a real or possible conflict of interest which cannot be effectively remedied.

5.5 Each Participant undertakes to indemnify the Council and to keep the Council indemnified against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the provisions of this section 5 of these Rules.

## 6 **Warranties**

6.1 As a condition of participating in the Design Contest, each Participant warrants, represents and undertakes to the Council that they will:

6.1.1 not attempt to communicate with any of the Jury members during the period of the Design Contest; and

6.1.2 promptly report any attempt by any Jury member to communicate with them during the period of the Design Contest.

## 7 **Copyright**

7.1 Participants acknowledge and agree that as a condition of participating in the Design Contest, they grant the Council permission for illustrations of any design proposals to be used for any publicity associated with the Design Contest at no cost to the Council.

## 8 **Award decision**

8.1 Jury members should note that the Council is not bound to award the Project to the Participant who has submitted the design that is recommended by the Jury.

8.2 The Council reserves the right at its absolute discretion to accept or not to accept any Participant's Best and Final Offer or to not award the Project to any Participant.



## Annex 1

### Instructions to Participants

Participants must submit their Outline Solutions and participate in Dialogue in accordance with the following instructions (the **Instructions**). Outline Solutions that do not comply with these Instructions in any particular way may be rejected by the Council at its sole discretion and the Council's decision in the matter shall be final.

#### 1 **Introduction**

- 1.1 In accordance with the Competitive Dialogue Procedure, Participants are invited to submit Outline Solutions for the Project, as described in the Invitation Document to which these Instructions are attached. Words and expressions have the meanings used in the Invitation Document.
- 1.2 Outline Solutions and Best and Final Offers should be prepared under the same headings and in the same sequence as set out in the Invitation Document. Participants should include full details of their Outline Solutions and Best and Final Offers in addition to the other information requested.
- 1.3 Participants are responsible for obtaining all information necessary for the preparation of their Outline Solutions and Best and Final Offers. All costs, expenses and liabilities incurred by any Participant in connection with the preparation and submission of either a Detailed Solution or a Best and Final Offer, or in Dialogue with the Council, and (in the case of acceptance of a Best and Final Offer by the Council) in connection with the execution of all and any contract documents, are to be borne by that Participant. Neither the Council nor any of its representatives (including its officers, members, employees and advisors) shall, under any circumstances, be liable in any way to any Participant for any costs, expenses or losses incurred by any Participant or other person in relation to their participation in this procurement or otherwise.
- 1.4 The Council in no way warrants the information given to Participants by the Council and Participants must satisfy themselves of the accuracy of any information provided by the Council. Save in the case of fraud, under no circumstances will the Council, its officers, members, employees, agents or advisers accept any responsibility or liability whatsoever for any loss or damage of whatever kind and howsoever caused arising from or in consequence of the use by Participants of such information.
- 1.5 The fact that a Participant has been invited to submit Outline Solutions or participate in Dialogue does not necessarily mean that it has satisfied the Council regarding any matters raised in the PQQ previously submitted. The Council makes no representation regarding any Participant's financial stability, technical competence or ability in any way to carry out the Project.
- 1.6 Participants' attention is drawn to the Appointment set out at Annex 4 of the Invitation Document. It is essential that Participants are completely familiar with the contents of the Appointment and the BIM protocol before compiling their Outline Solutions. Participants considering entering into a contractual relationship with the Council should make their own enquires and investigations of the Council's requirements beforehand. The subject matter of this Invitation Document and the Best and Final Offer Document shall only have contractual effect when it is contained in the express terms of an executed form of

Appointment on such or such other agreement properly entered into and executed by the Council.

## 2 **Confidentiality**

2.1 Participants must treat all information supplied by the Council in connection with this procurement process as confidential (and shall ensure that their employees, consultants, subcontractors, advisers, insurers and funders shall treat documentation supplied in relation to this Invitation Document as confidential).

2.2 Participants shall not, without the prior written consent of the Council, at any time make use of such information for its own purposes or disclose such information to any person, except:

2.2.1 where the disclosure is required by law or any court, regulatory or government authority competent to require the same; or

2.2.2 to the extent where such information is brought within the public domain otherwise than by the breach of this paragraph by the relevant Participant; or

2.2.3 to the extent that the information becomes available to a party otherwise than pursuant to this competitive dialogue process; or

2.2.4 where such information is disclosed for the purposes of obtaining sign-off from insurers and legal advisers on the Appointment, or for obtaining sureties, guarantees or commitments from proposed sub-contractors or suppliers and other information required to be submitted with their Outline Solutions or Best and Final Offers.

2.3 Participants must treat this Invitation Document (and all the documents forming part of or appended or scheduled to this Invitation Document) and all other information provided by or on behalf of the Council as private and confidential. No Participant should disclose that it has been invited to submit Outline Solutions or participate in Dialogue with the Council or release details of this Invitation Document (and all the documents forming part of or appended or scheduled to this Invitation Document) other than on a strictly confidential basis and to the extent strictly necessary to such parties as the Participant needs to consult in order to submit a Detailed Solution or participate in Dialogue or submit a Best and Final Offer.

2.4 Participants shall not at any time release any information concerning the Invitation Document and/or their tenders and/or any related documents and/or any negotiation and/or discussion with the Council in this connection for publication in the press or on radio, television, screen or any other medium.

2.5 This Invitation Documents is issued in confidence and remains the property of the Council. The copyright in this Invitation Document is vested in the Council and may not be reproduced, copied or stored on any medium without the prior consent of the Council except in relation to the preparation of Outline Solutions or a Best and Final Offer.

## 3 **Copyright and intellectual property**

- 3.1 By submitting Outline Solutions or a Best and Final Offer and participating in Dialogue with the Council, each Participant agrees and acknowledges that it shall have granted to the Council and its advisors for all purposes related to the project a non-exclusive, irrevocable, perpetual, royalty free licence to use, copy, modify, adapt and translate any drawings, specifications, materials, data and other information relating to any element of any solution proposed by the Participant during the procurement process (together with the right to grant sub-licences).
- 3.2 Each Participant warrants to the Council that no document that it prepares as part of its Delivery Proposals shall infringe any Intellectual Property Rights (as such term is defined in the Appointment).
- 3.3 Each Participant undertakes to indemnify the Council and to keep the Council indemnified against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the provisions of paragraph 3 of these Instructions.

#### **4 Conflicts of interest**

- 4.1 The Council may exclude any Participant if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.
- 4.2 Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Participant to inform the Council and provide details of the conflict. Please note that routine pre-market engagement carried out by the Council should not represent a conflict of interest for a Participant, provided that the engagement has been carried out in a transparent manner.

#### **5 Submission of Outline Solutions**

- 5.1 No unauthorised alteration or addition (save for the inclusion of the relevant information) should be made to the Outline Solutions Submission Letter or any other part of the Invitation Document. Outline Solutions must not be qualified in any way apart from as allowed under the Invitation Document and must be submitted strictly in accordance with the Invitation Document, including these Instructions. Outline Solutions must not be accompanied by any covering letter or any statement that could be construed as rendering the Outline Solutions equivocal and/or placing it on a different footing from other Outline Solutions.
- 5.2 The Council reserves the right to retain all Outline Solutions and Best and Final Offers submitted by Participants throughout the period that their tenders remain valid and open for acceptance and for six (6) months after that date.
- 5.3 Any failure to comply with these requirements of anonymity for the submission of the tender and other requirements regarding time of receipt and submission of signed documents may cause the Tender to be disallowed at the sole decision of the Council whose decision will be final.

- 5.4 Any Outline Solutions or other supporting documents received after the Closing Date will not be considered for acceptance by the Council.
- 5.5 The Outline Solutions, Delivery Proposals and other supporting documents shall be completed in black ink or type, in the English language and state all monetary amounts in British Pounds Sterling.
- 5.6 The Outline Solutions Submission Letter must be signed:
- 5.6.1 where the Participant is an individual, by that individual; or
- 5.6.2 where the Participant is a partnership, by at least two (2) partners duly authorised to sign on behalf of the partnership; or
- 5.6.3 where the Participant is a company, by two (2) directors or by a director and the company secretary, such persons being duly authorised for that purpose.
- 5.7 Each Participant shall produce forthwith upon request by the Council documentary evidence of any authorisation referred to in paragraph 5.6 of these Instructions.
- 5.8 Participants should note that the Appointment and its formation, interpretation and performance shall be subject to and interpreted in accordance with the laws of England.
- 5.9 Participants should include in their Outline Solutions all information required by the Fees Schedule and should include in the proposals all information required by the Invitation Document and all costs necessary to undertake the Project safely and in compliance with all statutory provisions and other rules or regulations relating to the Appointment.
- 5.10 The Invitation Document and all other documents provided to Participants will remain the property of the Council. Participants are advised to retain for themselves details of their submissions. The Council reserves the right to make a charge if a Participant requests a copy of its submitted tender.
- 6 Change of Consortium members/information provided at PQQ**
- 6.1 The composition of any pre-qualified Participant (including consortium members) shall not be changed except with the Council's prior written consent. Participants should also notify the Council of any changes to the identity of any significant sub-contractor. The Council reserves the right to determine whether or not to continue with the assessment of a Participant's Outline Solution or Best and Final Offer, whether or not to allow a Participant to continue to participate in the procurement process and/or whether or not to enter into any agreement in respect of the project with a Participant where there has been a change (direct or indirect) in the composition or ownership of that Participant or a change in the principal relationships between the Participant's consortium members. If there has been a change to a Participant's consortium members, or a change to the identify of a significant sub-contractor which the Council reasonably believes could significantly impact on the delivery of the Project, the Council reserves the right (without being obliged) to require the Participant to complete a new PQQ for assessment in accordance with the criteria used by the Council in relation to the assessment of the Participant's original response to the PQQ.
- 6.2 Participants are required to inform the Council immediately of any changes to the information provided in their response to the PQQ and shortlisting stage(s) (including but

not limited to information concerning members and structure of the consortium). Any new information that is provided to the Council in accordance with this requirement may be evaluated by the Council in accordance with the same assessment criteria used to evaluate the original responses to the PQQ or shortlisting stage as appropriate. The Council reserves the right to withdraw the qualification of a Participant at any time following the assessment of new information where the conclusion of such assessment is that, had the Council been aware of the new information at the time of evaluating the Participant's initial response to the pre-qualification questionnaire or short listing, the Participant would not have been successfully pre-qualified or been shortlisted.

- 6.3 Participants are reminded that they are required to advise the Council of any significant changes to the information supplied in the PQQ after it has been submitted. Significant changes will include, amongst other things, those that if they had occurred before the commencement of the Dialogue would have resulted in the Bidder not passing the financial assessment at PQQ stage. The Council will consider significant changes carefully and reserves the right to disqualify a Bidder in such circumstances.

## 7 **Rejection of Participants**

- 7.1 Any Outline Solutions and/or Best and Final Offers submitted by any Participant in respect of which the Participant does any of the following may not be considered for acceptance and may, accordingly, be rejected by the Council and the relevant Participant excluded from further participation:

- 7.1.1 submits an abnormally low bid;
- 7.1.2 fixes or adjusts the amount, prices, charges and rates shown:
- (a) by or in connection with any agreement or arrangement with any other person; or
  - (b) by reference to any other Outline Solutions or Best and Final Offers; or
- 7.1.3 communicates to any person other than the Council any information except in accordance with this Invitation Document; or
- 7.1.4 enters into any agreement or arrangement with any other person that such other person shall refrain from submitting Outline Solutions and/or a Best and Final Offer or shall limit or restrict the amounts, prices, charges, and rates to be shown by any other Participant in its Outline Solutions and/or Best and Final Offers and other documents; or
- 7.1.5 offers or agrees to pay or give, 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 Participant, or any other proposed Outline Solutions and/or Best and Final Offers, or other documents, any act or omission; or
- 7.1.6 fails to use the English language; or
- 7.1.7 fails to state monetary amounts in Pounds Sterling; or

7.1.8 fails to comply with these Instructions and/or the Competitive Dialogue Protocol.

8 Such non-acceptance or rejection by the Council shall be without prejudice to any other civil remedies available to the Council in respect thereof or to any criminal liability that such conduct by a Participant may attract.

## 9 **Non-Consideration of Outline Solutions**

Further to the above, the Council may in its absolute discretion refrain from considering Outline Solutions or any Best and Final Offers if either:

9.1 it does not comply in any respect with the requirements of this Invitation Document and/or the Invitation to Submit Best and Final Offers, as appropriate; or

9.2 it contains any significant omissions or qualifications.

## 10 **Evaluation of Outline Solutions**

10.1 In regard to the tender process, the Council reserves the right at any time at its absolute discretion:

10.1.1 to make whatever changes it sees fit to the content, process, timing and structure of the tender process and to issue amendments or modifications to this Invitation Document; and

10.1.2 to enter into Dialogue with one or more Participants to obtain arrangements which best meet its requirements; and

10.1.3 at any stage during the Dialogue, to reduce the number of solutions submitted by Participants by application of the relevant assessment criteria; and

10.1.4 to accept or not accept any Outline Solutions or Best and Final Offer submitted pursuant to the Invitation Document; and

10.1.5 not to award a contract and to withdraw from, suspend or terminate the procurement procedure, any part of the procurement procedure and/or this Invitation Document and to procure the appointment of a Contractor by any alternative means within the legal requirements which the Council is subject to (including by way of undertaking a new procurement process).

10.2 The Council may without limitation undertake site visits, seek references, require presentations to be given and undertake interviews as part of the evaluation process. All information and documents submitted by Participants by the Closing Date will be considered, as well as any other information that the Council requires to be submitted.

10.3 Participants should note that:

10.3.1 any information provided by or on behalf of the Council including, without limitation, the particulars of their properties are a general outline, for the guidance of the Participants and do not constitute the whole or any part of an offer or contract; and

- 10.3.2 neither the Council nor their professional advisers guarantee the accuracy of any description, dimensions, references to condition, necessary permissions for use and occupation and other details forming part of or appended to this Invitation Document and Participants must not rely on them as statements of fact or representations and must satisfy themselves as to their accuracy; and
- 10.3.3 neither the Council nor their professional advisers will be liable, in negligence or otherwise, for any loss arising from the use of the relevant information.
- 10.4 The Council gives notice that:
- 10.4.1 this Invitation Document is set out as a general outline only for the guidance of intended Participants and does not constitute, nor constitute any part of, an offer or contract; and
- 10.4.2 all descriptions, dimensions, references to condition and necessary permissions for use and occupation, and other details are given without responsibility and any intending Participant should not rely on them as statements or representations of fact but must satisfy themselves by inspection or otherwise as to the correctness of each of them.

## 11 **Warranties**

In submitting any Outline Solutions or Best and Final Offer, each Participant warrants, represents and undertakes to the Council that:

- 11.1 it has not done any of the acts or matters referred to in paragraphs 7.1.1 to 7.1.8 (inclusive) of these Instructions and has complied in all respects with these Instructions; and
- 11.2 all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Participant, its employees or agents in connection with or arising out of the Outline Solutions or Best and Final Offer are true, complete and accurate in all respects; and
- 11.3 it has made its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to the Outline Solutions; and
- 11.4 it has satisfied itself as to the correctness and sufficiency of the information it has inserted in the Fees Schedule and included in its Delivery Proposals; and
- 11.5 it has full power and authority to enter into the Appointment and undertake the Project; and
- 11.6 it is of sound financial standing and has and will have sufficient premises, working capital, skilled personnel, vehicles, plant, goods and materials and other resources available to it to carry out the Project; and
- 11.7 it will obtain all necessary consents, licences and permissions to enable it to carry out the Project and will from time to time obtain and maintain all further and other necessary consents, licences and permissions to enable it to continue to do so; and

11.8 it will not at any time claim or seek to enforce any lien, charge, or other encumbrances over property of whatever nature owned by the Council and that is for the time being in the possession of the Participant.

## 12 **Data Protection Act**

Participants shall at all times:

12.1 comply with the Data Protection Acts 1984 and 1998 (as amended from time to time) (the **DPA**);

12.2 maintain the confidentiality of personal data to which they have authorised access pursuant to this Invitation Document;

12.3 indemnify the Council and keep the Council indemnified against loss, destruction or procuring of data contrary to the DPA by the Participant, its servants or agents;

12.4 in accordance with paragraph 12 of Part 11 of Schedule 1 to the DPA:

12.4.1 process any personal data supplied to the Participant by the Council only in accordance with the Council's written instructions; and

12.4.2 comply with obligations equivalent to those imposed by a data controller by the seventh principle of Part 1 of Schedule 1 to the DPA.

## 13 **Freedom of Information Act**

13.1 Participants are to note that the Council 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 the Council at the time of the request.

13.2 Following such request, the Council will consider the disclosure of any information, including price quotes, contained in Outline Solutions both successful and unsuccessful, subject to the exemptions of the FOIA. Participants should be aware that attaching a blanket label of 'private and confidential', 'commercially confidential' or similar to Outline Solutions or a Best and Final Offer may not exempt those Outline Solutions or Best and Final Offers from disclosure under the FOIA.

13.3 If a Participant considers that all or any part of its Outline Solutions or Best and Final Offer and/or any specific information contained therein constitute a "trade secret", or that the Outline Solutions or Best and Final Offer or information is commercially sensitive information disclosure of which would be likely to prejudice the commercial interests of any party, 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 Participant should:

13.3.1 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



- 13.3.2 in respect of such schedule and/or specific information, identify the particular FOIA exemption that the Participant claims apply in the particular circumstances. Participants 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 Participants 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](http://www.dca.gov.uk/foi/codepafunc.html).
- 13.4 Participants should be aware that, even when they have scheduled or identified relevant documents and/or information and claimed exemption pursuant to paragraph 12 of these Instructions, the Council will have complete discretion in deciding whether such documents and/or information should be disclosed under the FOIA.
- 14 **Small Business Enterprise and Employment Act 2015**
- 14.1 Participants are to note that the Council 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 the Council to disclose any information contained in any Outline Solutions or Best and Final Offers submitted by Participants.
- 14.2 By submitting Outline Solutions or a Best and Final Offer, the Participant acknowledges and agrees that the Council has complete discretion in deciding whether such documents and/or information should be disclosed under SBEEA (even where Participants have identified certain information in their submissions as confidential) and the Participant agrees to waive any contractual or other confidentiality rights and obligations associated with the disclosure of information under SBEEA.

## Annex 2

### Outline Solutions Submission Letter

Participants are required to express their response to this Invitation Document in the following terms:

“To Winchester City Council”

Re: Invitation to Submit Outline Solutions and Participate in Dialogue – Architectural Services for Station Approach Project

Dear Sir/Madam

- 1 We have examined the Invitation to Submit Outline Solutions and Participate in Dialogue document (the **Invitation Document**) consisting of the following:
  - i Invitation Document; and
  - ii Instructions to Participants (Annex 1) ;and
  - iii Outline Solutions Submission Letter (Annex 2); and
  - iv Evaluation Criteria (Annex 3); and
  - v Form of Appointment (Annex 4); and
  - vi Schedule of Services (Annex 5); and
  - vii Fees Schedule (Annex 6); and
  - viii Confidentiality Undertaking (Annex 7); and
  - ix Non-Collusion Certificate (Annex 8); and
  - x Competitive Dialogue Protocol (Annex 9); and
  - xi Tender Label (Annex 10); and
  - xii Compliance Checklist (Annex 11); and
  - xiii CD containing all Background Documents (enclosed with hard copy documents only); and
  - xiv Building Information Model (BIM) Protocol CIC/BIM Pro first edition 2013 (to follow).
- 2 Having satisfied ourselves as to all other matters relevant thereto, we confirm our response to submit Outline Solutions and participate in Dialogue with the Council to deliver the project set out in the Invitation Document (the **Project**).
- 3 We enclose our Outline Solutions (including our outline designs), and confirm that this comprises all of the documents required to be submitted in accordance with the matters set out in the Invitation Document.

- 4 We confirm that our Outline Solutions are submitted strictly in accordance with the Invitation Document documentation including, but not limited to the instructions to Participants.
- 5 We confirm that, subject to the following paragraph, all negotiations remain "Subject to Contract" and that the Council's selection of us to proceed to the next stage of the Competitive Dialogue which may result in us being invited to submit a Best and Final Offer and following evaluation appointed as the Preferred Bidder will not constitute a binding agreement or contract between us until the form of Appointment has been executed. We agree that the Appointment shall comprise the finalisation and completion of the procurement exercise together with the completion of any other requisite documentation.
- 6 In the event that we are selected to proceed to the Invitation to Submit Best and Final Offers stage and if subsequently selected as a Preferred Bidder, we agree to complete all necessary steps and execute all documentation that is agreed following submission of our Best and Final Offer and following any clarification which may be required.
- 7 We further acknowledge that the Council reserves the right at its sole discretion:
- (a) not to award a contract; and/or
  - (b) not to select a Preferred Bidder; and/or
  - (c) to withdraw from this process.
- 8 We confirm that we agree with the Council in legally binding terms to comply with the provisions relating to confidentiality set out in the Instructions to Tenderers in Section 3 of the Invitation Document.
- 9 We confirm that in submitting our Outline Solutions, we have satisfied ourselves as to the accuracy and completeness of the information we require in order to do so (including that contained in the Invitation Document).
- 10 We confirm that any statement made in our Pre-Qualification Questionnaire remains true and accurate in all material respects, save as specifically disclosed in our Outline Solutions.
- 11 We certify that the details of this Invitation Document and our Outline Solutions have not been communicated to any other person or adjusted in accordance with any agreement or arrangement with any other person or organisation.

Signed for and on behalf of the Participant:

Signed for and on behalf of the Participant:

Signed:

Signed:

Position/Status:

Position/Status:

Participant's Name:

Participant's Name:

Address:

Address:

## **Annex 3**

### **Evaluation Criteria**

#### **1 Introduction**

1.1 The Council will carry out a review of Participants' Outline Solutions and Best and Final Offers as described further below. The Council reserves the right at its sole discretion to reduce the number of Participants and Dialogue stage and/or include additional rounds of Dialogue to discuss the Participants' Detailed Solutions further.

#### **2 General comments**

2.1 The information supplied will be checked for completeness and compliance before responses are evaluated.

2.2 Responses will be reviewed by teams of officers of the Council and the Council's legal and technical advisers

2.3 Where a question is marked "information" responses will be considered in as far as they relate to the circumstances set out in Regulation 57 (as set out in Appendix 1 of the PQQ document) and/or as verification of any answers provided in relation to other questions as part of this document.

2.4 Failure to provide a satisfactory response, or provision of a response which is inadequate or incomplete, to any of the questions may result in the Council not proceeding further with a Participant.

#### **3 Stage 1 – Initial screening assessment of Outline Solutions**

3.1 Outline Solutions will be subject to an initial screening assessment to confirm:

3.1.1 the Outline Solutions have been submitted on time, are completed correctly, are materially complete and meet the requirements of the this Invitation Document and associated documents; and

3.1.2 the Participant has not contravened any of the terms and conditions of the Competitive Dialogue Procedure or the tender process as provided for in this Invitation Document.

3.2 Outline Solutions that are not substantially complete or which are non-compliant with the requirements of this Invitation Document may be rejected at this stage.

3.3 The Council and its evaluation team and legal and technical advisers will review the Outline Solutions and intend to use these as a basis for structuring Dialogue discussions with the Participants.

#### **4 Stage 2 – Dialogue stage**

4.1 The Council intends to conduct formal Dialogue meetings with the Participants as detailed in this Invitation to Submit Outline Solutions. It is expected that the Outline Solutions shall

be developed through a number of Dialogue meetings. The timetable for these meetings will be notified to Participants invited take part in the Dialogue stage.

- 4.2 The Dialogue sessions will not be formally evaluated. However, it is expected that there will be a number of iterations around the proposals offered, to allow the Participants to refine their proposals to fulfil the Council's objectives. This will enable Participants to put detailed financial, commercial and refined Delivery Proposals and Best and Final Offers to the Council.
- 4.3 Participants who fail to follow the Competitive Dialogue Protocol may be disqualified from the procurement process.

## 5 **Stage 3 – Best and Final Offers**

5.1 The Council will then invite the remaining Participants to submit a Best and Final Offer for the Project, as set out further in an Invitation to Submit Best and Final Offers document (the **BAFO Document**).

### 5.2 Initial screening assessment

5.2.1 Participant's Best and Final Offers will be subject to an initial screening assessment to confirm:

- (a) the Best and Final Offers have been submitted on time, are completed correctly, are materially complete and meet the requirements of the this Invitation Document and associated documents; and
- (b) the Best and Final Offers are sufficiently complete to enable evaluation in accordance with the process set out in this Invitation Document; and
- (c) the Participant has not contravened any of the terms and conditions of the Competitive Dialogue Procedure or the tender process as provided for in this Invitation Document.

5.2.2 Best and Final Offers that are not substantially complete or which are non-compliant with the requirements of this Invitation Document may be rejected at this stage.

### 5.3 Evaluation of Best and Final Offers

The Council intends to award any contract based on the most economically advantageous offer based on the award criteria and processes set out below.

5.3.1 Financial Viability (to include architects fees) (Scored to achieve Pass/Fail mark)

- (a) The proposal will need to generate a Return on Capital Employed (**ROCE**) of at least 20%.
- (b) The Council will populate the table below with the relevant figures which will be calculated using the Participants submission



Total					£
Construction Cost					
Construction	Sq ft	£Rate/sq ft	Cost		
Office					
Café/Retail					
MSCP					
Apartments-Social Rented					
Apartments-Shared Ownership					
Apartments - Private					
Total			£**, ***, **		
Contingency		5.00%	£*, ***, **		
Other Construction					
External		5.00%			
CIL Payment					
Professional Fees					
Architects Fee		**%	Insert actual fee proposal		
Other Professional fees		**%			
Marketing & Letting Fees					
Marketing		**%			
Letting Agent Fee		**%			
Letting Legal Fee		**%			
Total			£		
Disposal Fees					
Sales Agents fees		**%			
Sales Legal fees		**%			
Total			£		
Finance					
Debit Rate *%					
Land		£			
Construction		£			

Total Finance costs			£		
Total Costs					£**, ***, ***
Profit					£*, ***, ***
Performance Measures					
Profit on Cost%					
Profit on GDV					
Equivalent Yield					

- (c) Proposals that do not meet this minimum requirement will be "Failed" and the bid will not be assessed further.

### 5.3.2 Commercial Viability (Pass/Fail)

- (a) The proposal will need to:

- i be contained within the Council's land ownership (as per the Land Ownership plan which is supplied as supplementary document to the Design Brief); and
- ii be capable of delivery without creating any 'ransom' situations (submissions must confine themselves to the land in the Council's ownership with access or services provided through publicly owned highway land, or on land provided by partners such as Network Rail, at no additional cost); and
- iii provide the new commercial and residential usages with at least the level of parking that would be worked up via the 'application of standards' method identified in the Winchester Station Quarter Parking Access Review Final Report 2015.

- (b) Proposals that do not meet these minimum requirements will be "Failed" and the bid will not be assessed further.

### 5.3.3 Quality (Scored)

- (a) Those submissions that 'Pass' the necessary Financial Viability and Commercial Viability elements above will then be assessed further for Quality, with the Council evaluating the conformity of the design proposals with the Design Brief (which will form 40% of the overall score). The evaluation criteria for this will be as follows:



		Guidance	Weight
Item 1	<p><b>Provision of appropriate private car parking for the new commercial and residential usages</b></p> <p>Up to 3 marks available:</p> <p>fail - provides the new commercial and residential usages with less than the level of parking that would be worked up via the 'application of standards' method identified in the Winchester Station Quarter Parking Access Review Final Report July 2015 (as per 5.3.2 (a) iii above)</p> <p>1 - provides the new commercial and residential usages with the level of parking that would be worked up via the 'application of standards' method identified in the Winchester Station Quarter Parking Access Review Final Report July 2015</p> <p>2 - provides the new commercial and residential usages with the level of parking that would be worked up via the 'composite' method identified in the Winchester Station Quarter Parking Access Review Final Report July 2015</p> <p>3 - provides the new commercial and residential usages with the level of parking that would be worked up via the 'first principles' method identified in the Winchester Station Quarter Parking Access Review Final Report July 2015</p>	<p>The precise amount of parking included in the submission will be dependent on the extent and type of accommodation to be provided on the two sites but when working up the proposal bidders should refer to 1) the Winchester Station Quarter Parking Access Review Final Report July 2015 (supplementary document to the Design Brief) and 2) the Winchester Car Parking Standards Supplementary Document (Adopted) which can be accessed via the following link: <a href="http://www.winchester.gov.uk/planning-policy/supplementary-planning-documents--spds-/car-parking-standards-supplementary-planning-docum/">http://www.winchester.gov.uk/planning-policy/supplementary-planning-documents--spds-/car-parking-standards-supplementary-planning-docum/</a>).</p>	7.5%
Item 2	<p><b>Floorspace requirements</b></p> <p>Up to 3 marks available:</p> <p>0 - does not meet any of the floorspace requirements specified in the brief</p> <p>1 - incorporates the office floorspace requirements specified in the brief but does not meet any of the other floorspace requirements specified in the brief</p> <p>2 - incorporates the office floorspace requirements specified in the brief and one other element of the floorspace requirements specified in the brief</p> <p>3 - incorporates three (all) elements of the floorspace requirements specified in the brief</p>	<p>The floorspace requirements are detailed in the Design Brief on page 11</p>	7.5%
Item 3	<p><b>Provision of the same level of current public car parking across the area</b></p>	<p>Details of the current public car parking levels can be found in</p>	7.5%

	<p>Up to 5 marks available:</p> <p>0 - provides less than 80% of the current level of public car parking across the area</p> <p>1 - provides 80-84% of the current level of public car parking across the area</p> <p>2 - provides 85-89% of the current level of public car parking across the area</p> <p>3 - provides 90-94% of the current level of public car parking across the area</p> <p>4 - provides 95-99% of the current level of public car parking across the area</p> <p>5 - provides 100% of the current level of public car parking across the area</p>	<p>Winchester Station Quarter Parking Surveys Summary Report May 2015; the Winchester Station Quarter Parking Access Review Final Report July 2015 should be referred to for locational aspects (both are supplementary documents to the Design Brief)</p>	
Item 4	<p><b>Exceeding the floorspace requirements</b></p> <p>Up to 5 marks available:</p> <p>0 - does not exceed the floorspace requirements in the brief</p> <p>1 - exceeds the minimum floorspace requirements by 1-5%</p> <p>2 - exceeds the minimum floorspace requirements by 6-10%</p> <p>3 - exceeds the minimum floorspace requirements by 11-15%</p> <p>4 - exceeds the minimum floorspace requirements by 16-20%</p> <p>5 - exceeds the minimum floorspace requirements by 21+%</p>	<p>The floorspace requirements are detailed in the Design Brief on page 11; higher marks can be gained by demonstrating achieving optimal use of sites which exceed the requirements of the Design Brief through creative and innovative design solutions</p>	7.5%
Item 5	<p><b>Delivers commercial buildings attractive for long term institutional investment that meet the needs of typical occupiers</b></p> <p>Up to 2 marks available:</p> <p>0 – Proposal does not meet BCO standards</p> <p>1 – Proposal meets BCO standards</p> <p>2 – Proposal meets BCO standards and supplies evidence of subdivision of flooring into commercially appropriate sizes</p>	<p>Proposals will be assessed in accordance with the British Council for Offices Guide to Specification 2014 and should supply evidence that the design allows for the subdivision of flooring into commercially appropriate sizes</p>	5.0%
Item 6	<p><b>Contributes to a lower carbon Winchester District</b></p> <p>Up to 3 marks available:</p>	<p>Proposals will be assessed with reference to:</p>	5.0%

	<p>0 - Proposal does not demonstrate the following standards as a minimum: Commercial element = BREEAM excellent Residential element = Code 4 All elements = Energy Efficiency Rating B</p> <p>1 - Proposal demonstrates the following standards: Commercial element = BREEAM excellent Residential element = Code 4 All elements = Energy Efficiency Rating B</p> <p>2 - Proposal demonstrates the following standards: Commercial element = BREEAM excellent Residential element = Code 4 All elements = Energy Efficiency Rating A</p> <p>3 – Proposal demonstrates the following standards: Commercial element = BREEAM outstanding Residential element = Code 4 All elements = Energy Efficiency Rating A</p>	<p>BREEAM UK New Construction (2014) standards (which can be accessed via): <a href="http://www.breeam.org/BREEAMUK2014SchemeDocument/">http://www.breeam.org/BREEAMUK2014SchemeDocument/</a>.</p> <p>DCLG Code for Sustainable Homes (which can be accessed via): <a href="http://www.planningportal.gov.uk/uploads/code_for_sust_homes.pdf">http://www.planningportal.gov.uk/uploads/code_for_sust_homes.pdf</a></p> <p>Details on Energy Performance Certificates for residential properties: <a href="https://www.gov.uk/buy-sell-your-home/energy-performance-certificates">https://www.gov.uk/buy-sell-your-home/energy-performance-certificates</a> and commercial properties: <a href="https://www.gov.uk/energy-performance-certificate-commercial-property/overview">https://www.gov.uk/energy-performance-certificate-commercial-property/overview</a></p>	
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(b) The submission will then be entered in to a Design Contest (as per the details for Stage 4 below).

5.4 During this part of the evaluation period, the Council reserve the right to call for further information or clarification from Participants, as appropriate, to assist in their consideration of the Best and Final Offers.

**6 Stage 4 - Design Contest**

6.1 Participants' Best and Final Offers that have 'passed' the relevant financial and commercial elements shall be referred to a Design Contest and assessed by a Jury appointed by the Council.

6.2 The Design Contest Jury shall assess the design elements of each Participant's design submission in accordance with the following criteria:

		Guidance	Weight
Item 1	<b>Innovative, high quality and attractive design proposals, including a gateway arrival point, of suitable scale for the area as a whole</b>	<b>A submission that achieves an 'excellent' score will have demonstrated that full consideration has been given to the following development aims and principles:</b>	10%

	<p>Up to 3 marks available:</p> <p>0 – proposals have addressed this item to an unsatisfactory standard</p> <p>1 – proposals have addressed this item to a satisfactory standard</p> <p>2 – proposals have addressed this item to a good standard</p> <p>3 – proposals have address this item to an excellent standard</p>	<ul style="list-style-type: none"> <li>• Delivering high quality architecture which is recognised locally and nationally for its quality and which both respects and is complimentary to the adjacent townscape</li> <li>• Placing an emphasis on individual building design being part of the character of the whole area rather than creating landmarks or statements in their own right</li> <li>• The creation of a high quality and welcoming arrival 'gateway' point and improved 'wayfinding' and legibility so that people can find their way to the City Centre and other key destinations (particularly by means other than the private car)</li> <li>• For the Carfax site in particular: <ul style="list-style-type: none"> <li>○ that there has been regard to the existing Hampshire Records Office and the Station building and the impact of development within the wider context including residential properties and views has been assessed</li> <li>○ that thought has been given to the creation of a focal point and attractive frontage immediately opposite the station to orientate arrivals</li> <li>○ that consideration has been given to the relative merits of retaining or removing the former Register Office building on the north west corner of the site as part of an overall scheme</li> </ul> </li> </ul>	
Item 2	<b>Insightful analysis and high quality public realm strategy and creation of attractive and vibrant public spaces and enhanced wayfinding</b>	<b>Proposals for the content of a public realm strategy should demonstrate how the requirements of the Design Brief and background documents can be accomplished within the red line</b>	10%

	<p>Up to 3 marks available:</p> <p>0 – proposals have addressed this item to an unsatisfactory standard</p> <p>1 – proposals have addressed this item to a satisfactory standard</p> <p>2 – proposals have addressed this item to a good standard</p> <p>3 – proposals have address this item to an excellent standard</p>	<p><b>area shown in the plan on page 4 of the Brief. Proposals should provide a comprehensive framework for the public realm which will enable the Council to ensure that individual development proposals are properly integrated into a programme of improvements in movement, access and the provision of attractive public space (of all types).</b></p> <p><b>An ‘excellent’ proposal will demonstrate that full consideration has been given to the following topics:</b></p> <ul style="list-style-type: none"> <li>• The setting out of a vision for the quality of public realm which is itself a spur to investment and the redevelopment of individual sites</li> <li>• Identification of specific improvements to the existing network of highways and informal routes (within the financial parameters defined in the Brief) so as to reduce the impact of necessary vehicle movement on the area and improve connectivity for pedestrians and cyclists. This will reflect the many different groups of people who pass through the area to access educational, commercial, retail and tourist attractions</li> <li>• Proposals for distinctive, eye-catching, vibrant and attractive public space or shared space in areas of existing public control or within the specific development proposals for Cattlemarket or Carfax sites, responding to people and their needs</li> <li>• The retention of existing mature trees where possible and incorporation of new planting and soft landscape features so as to reflect the importance of ‘green features’ on the other edges of the City Centre</li> <li>• The possible inclusion of other elements which the</li> </ul>	
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		<p>Council has not specified but which could be desirable additions to the public realm, such as integrated public art, cultural or community facilities or ad hoc commercial opportunities which can add character and interest</p> <ul style="list-style-type: none"> <li>• Overall improvements to the aesthetic and environmental impact of the area</li> <li>• Improved linkages to the station and through the sites that are consistent with the surrounding area, existing schemes and emerging proposals, and enhanced public transport facilities</li> <li>• For the Carfax site, retaining a pedestrian route through the site linking the station forecourt and Sussex Street, and improving its quality and accessibility</li> <li>• For the Cattlemarket site, make use of the Worthy Lane / Andover Road junction to create a focal point whilst considering the functioning of this junction and whether it could be improved in respect to pedestrian / cyclist and vehicular movement and its interaction with the Carfax junction</li> </ul>	
Item 3	<p><b>Creative use of appropriate massing and configuration of built form for sites to repair the existing urban fabric and character</b></p> <p>Up to 3 marks available:</p> <p>0 – proposals have addressed this item to an unsatisfactory standard</p> <p>1 – proposals have addressed this item to a satisfactory standard</p> <p>2 – proposals have addressed this item to a good standard</p> <p>3 – proposals have address</p>	<p><b>A submission that achieves an ‘excellent’ score will have demonstrated that full consideration has been given to the following development aims and principles:</b></p> <ul style="list-style-type: none"> <li>• The safeguarding and enhancement of important views (where appropriate) and the character of the area</li> <li>• The repairing of the urban fabric and creation of a cohesive high quality townscape</li> <li>• The proportionality of the scale of new buildings using existing topography and the cues from existing buildings where these are helpful</li> <li>• Ensuring careful massing to respect the two and three</li> </ul>	10%

	<p>this item to an excellent standard</p>	<p>storey domestic dwellings which are opposite the Carfax site on Gladstone Street and the two storey domestic dwellings which are opposite the site on Worthy Lane and are part of the Hyde conservation area</p>	
Item 4	<p><b>Demonstrable good judgement in the design proposals for an appropriate mix and good balance of uses across the proposed sites and wider area</b></p> <p>Up to 3 marks available:</p> <p>0 – proposals have addressed this item to an unsatisfactory standard</p> <p>1 – proposals have addressed this item to a satisfactory standard</p> <p>2 – proposals have addressed this item to a good standard</p> <p>3 – proposals have address this item to an excellent standard</p>	<p><b>A submission that achieves an ‘excellent’ score will have demonstrated that full consideration has been given to the following development aims and principles:</b></p> <ul style="list-style-type: none"> <li>• Ensuring the area around the station enhances the economic vitality of the City, offering modern, purpose built offices to improve employment opportunities</li> <li>• The creation of a commercial office hub</li> <li>• The provision of car parking which meets both public and private needs through the efficient use of space and is of a high quality design from a user perspective</li> <li>• Strengthening the existing retail offer in addition to the local centre around Andover Road / Stockbridge Road</li> <li>• The provision of a mixture of houses and flats (giving consideration to the Council’s policy on affordable housing)</li> </ul>	10%
Item 5	<p><b>High quality materials, external appearance and articulation of facades and roofscapes</b></p> <p>Up to 3 marks available:</p> <p>0 – proposals have addressed this item to an unsatisfactory standard</p> <p>1 – proposals have addressed this item to a satisfactory standard</p> <p>2 – proposals have addressed this item to a good standard</p>	<p><b>A submission that achieves an ‘excellent’ score will have demonstrated that full consideration has been given to the following development aims and principles:</b></p> <ul style="list-style-type: none"> <li>• Demonstrating a high standard of architectural design in harmony with the existing character of Winchester and the use of quality materials and detailing</li> <li>• Improving the aesthetic impact of the area</li> <li>• Setting a new standard for the quality of design where it is currently poor</li> </ul>	10%

	3 – proposals have address this item to an excellent standard		
Item 6	<p><b>Active and varied street frontages and permeability into and through the proposed sites</b></p> <p>Up to 3 marks available:</p> <p>0 – proposals have addressed this item to an unsatisfactory standard</p> <p>1 – proposals have addressed this item to a satisfactory standard</p> <p>2 – proposals have addressed this item to a good standard</p> <p>3 – proposals have address this item to an excellent standard</p>	<p>A submission that achieves an 'excellent' score will have demonstrated that full consideration has been given to the following development aims and principles:</p> <ul style="list-style-type: none"> <li>• The creation of mixed use buildings with active frontages the provide a variety of active uses along key routes</li> <li>• The production of development which is permeable so that walking and cycling are prioritised along legible, well lit, attractive and lively routes with the associated benefit of improving air quality</li> <li>• Ensuring that frontages are active wherever possible, avoiding sections of blank façade</li> <li>• For the Cattlemarket site in particular: <ul style="list-style-type: none"> <li>○ the creation of a frontage onto Andover Road that is set back from the existing edge of pavement to provide a generous footpath with tree lined verge</li> </ul> </li> </ul>	10%

7 Each Jury Member will be asked to provide a score for each criterion. The Participant's design that receives the highest overall mean/average score will be the design recommended to the Council by the Jury.

7.1 The Jury shall record its ranking of the design submissions in a report, together with its remarks and any points that may need clarification. Participants may be invited, if need be, to answer questions that the Jury has recorded in its report to clarify any aspects of the design submissions.

7.2 The Jury's report and scores shall be presented to the evaluation team.

8 **Stage 5 – Final decision and Cabinet Approval**

8.1 Scores for all Stages of the Best and Final Offer assessment will be added together to produce a final ranking of Participants. The Participant with the highest overall score will be recommended to the Cabinet for final approval.



- 8.2 Participants should note that the Participant ranked highest by the Design Team Jury may not be awarded the Project.
- 8.3 The Council will need to obtain formal approval from its Cabinet to award the contract to the selected Participant.
- 8.4 Following the Cabinet's formal approval, the Council intends to award the contract to the preferred Participant.

**Annex 4**  
**Form of Appointment**

**Please see document attached**

**Annex 5**  
**Schedules of Services**

**Please see document attached**

## Annex 6 Fees Schedule

The fees that the Council require to be proposed in the submission are those listed within the Standard Services (section 4) and Additional Services (section 5) of the Schedule of Services at Annex 5. The Council will negotiate with other consultants including structural, mechanical, highway engineers etc as appropriate.

Please note that items 1 and 2 will be input to the table at 5.3.1 (b) of Annex 3 of this document in order to calculate the Return on Capital Employed figure for the Carfax development; items 3 and 4 will not form part of this assessment although the Council requires for these figures to be indicated at this stage.

The Council also require Participants to specify their hourly rates for Optional Services at this stage and these figures should also be completed in the table at item 5; however as above this item will not form part of this assessment.

Item	As a percentage (%)	As an amount (£)
1. A fee based on a percentage of construction costs for the detailed design for the development of the Carfax site up to Planning stage (including any work associated with the compilation of the Planning application including Environmental Impact Assessment scoping and any subsequent assessment required) and a fixed fee to produce a completed strategic document for the public realm proposals (the total of these two items)	%	£
2. A fee based on a percentage of construction costs for the development of the design of the Carfax site from Planning through to the completion and occupation of the development	%	£
3. A fee based upon a percentage of construction costs for the detailed design for the development of the Cattlemarket site up to Planning stage (including any work associated with the compilation of the Planning application including Environmental Impact Assessment scoping and any subsequent assessment required)	%	£

4. A fee based on a percentage of construction costs for the development of the design of the Cattlemarket site from Planning through to the completion and occupation of the development	%	£
<b>FEE TOTAL</b>	<b>N/A</b>	<b>£</b>
<p>5. Hourly rates for Optional Services:</p> <p style="text-align: center;"><b>Architectural</b></p> <p>(a) Board Director/Senior Partner</p> <p>(b) Director/Partner</p> <p>(c) Associate Director/Associate/Studio Leader</p> <p>(d) Project Architect/Senior Architect/Registered Architect with 5 years' experience post-registration</p> <p>(e) Architect/Architect with less than 5 years' post-registration experience</p> <p>(f) Architectural Assistant (RIBA Part 2)</p> <p>(g) Architectural Assistant (RIBA Part 1)</p> <p>(h) Graphic or other Designer</p> <p>(i) Graphic or other Design Assistant</p> <p style="text-align: center;"><b>Planning</b></p> <p>(j) Planning Consultant - Director</p> <p>(k) Planning Consultant - Associate</p> <p>(l) Planning Consultant - Senior Consultant</p> <p style="text-align: center;"><b>Landscape/ public realm design</b></p> <p>(m) Chartered Landscape Designer - Director</p> <p>(n) Chartered Landscape Designer - Associate</p> <p>(o) Landscape Designer - Assistant</p> <p style="text-align: center;"><b>Masterplanning/ urban design consultancy</b></p> <p>(p) Master planner - if other than categories above</p> <p>(q) Transport &amp; highways design consultancy</p> <p>(r) Transport consultant</p>	<p><b>£ per hour</b></p> <p>(a)</p> <p>(b)</p> <p>(c)</p> <p>(d)</p> <p>(e)</p> <p>(f)</p> <p>(g)</p> <p>(h)</p> <p>(i)</p> <p><b>£ per hour</b></p> <p>(j)</p> <p>(k)</p> <p>(l)</p> <p><b>£ per hour</b></p> <p>(m)</p> <p>(n)</p> <p>(o)</p> <p><b>£ per hour</b></p> <p>(p)</p> <p>(q)</p> <p>(r)</p>	
	<b>Dated</b>	
	<b>Signed by</b>	
	<b>And</b>	
	<b>Duly authorised on behalf of</b>	

**Annex 7**  
**Confidentiality Undertaking**

**To: Winchester City Council ("the Council")**

**RE: An Appointment for architectural design services for the Station Approach Project**

We declare and accept that we shall not during the tender process for the above Appointment or at any time thereafter disclose to any person (except as may be required or permitted by law) the Invitation Documents or any information contained therein or subsequently provided to us by the Council or on the Council's behalf in connection with this tender, all of which information shall be deemed to be confidential.

We further declare and agree that:

- 1 We will use such information only for the purposes of preparing our Outline Solutions and Best and Final Offers and shall promptly return to the Council un-copied or otherwise delete or destroy all the documents contained in the Invitation Document and other information provided to us in connection with this procurement exercise if subsequently we are unable to tender or having tendered our Outline Solutions or Best and Final Offer is not successful.
- 2 We shall neither dispose nor part with possession of any confidential material provided to us by the Council or prepared by us pursuant to this procurement exercise, save where the disclosure of such confidential information is essential for the procurement of legal advice or an insurance quotation pursuant to the procurement process.
- 3 We shall not and shall ensure that any person employed by us or acting on our behalf does not divulge to any third party, including any Member of the Jury, any information which comes into our or their possession in the course of performing the Project or submitting any Outline Solutions or Best and Final Offers.
- 4 We declare that we are and shall remain registered under the Data Protection Act 1984 or the Data Protection Act 1998 or equivalent.
- 5 We shall indemnify the Council against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by us of this undertaking.

Signed for and on behalf of  Dated	Signed for and on behalf of  Dated
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**Annex 8**  
**Non-Collusion Certificate**

**To: Winchester City Council ("the Council")**

**RE: A contract for architectural design services for the Station Approach Project**

The essence of the public procurement process is that the Council shall receive bona fide competitive tenders from all Participants. In recognition of this principle we hereby certify that this is a bona fide tender, intended to be competitive, and that we have not fixed or adjusted the amount of our Fee Schedule or the rates or prices quoted by or under or in accordance with any agreement or arrangement with any other person. We have not:

- 1 Entered into an agreement with any other person with the aim of preventing Outline Solutions or Best and Final Offer being made or as to the fixing or adjusting of the amount of any price in any Outline Solutions or Best and Final Offers or the conditions on which any Outline Solutions or Best and Final Offers are made; or
- 2 Informed any other person, other than the person calling for Outline Solutions or Best and Final Offer, of the amount or the approximate amount of the Outline Solutions or Best and Final Offer; or
- 3 Caused or induced any person to enter into such an agreement as is mentioned in paragraphs (1) and (2) above or to inform us of the amount or the approximate amount of any rival tender for the Project; or
- 4 Offered or agreed to 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 to having caused to be done in relation to any other Outline Solutions or Best and Final Offer or proposed Outline Solutions or Best and Final Offer for the Services covered by the Project; or
- 5 Canvassed any other persons referred to in paragraph (1) above and/or any Member of the Jury in connection with the contract; or
- 6 Done any act which would amount to a breach of the Bribery Act 2010, or would have done if such action had been carried out in the UK, and no Associate Person (as defined in the Bribery Act 2010) has done any act which would cause the Council to be in breach of section 7(1) of the Bribery Act.

In this certificate, the word 'person' includes any person, body or association, corporate or incorporate and 'agreement' includes any arrangement whether formal or informal and whether legally binding or not.

Signed for and on behalf of	Signed for and on behalf of
Dated	Dated

## Annex 9

### Competitive Dialogue Protocol

#### 1 Background

- 1.1 Winchester City Council (the **Council**) is procuring a partner to provide architectural services to deliver the Station Approach regeneration project. This tender is being advertised by means of a Competitive Dialogue Procedure which is being conducted under Regulation 30 of the Public Contracts Regulations 2015 (the **Regulations**). Under this procedure, the Council shortlists applicants on the basis of financial and technical experience and invites them to submit outline solutions and designs (the **Outline Solutions**). The Council reviews the Outline Solutions and then enters into separate dialogue meetings with each Participant to discuss that Participant's Outline Solutions (the **Dialogue**).
- 1.2 You have been invited to participate in the Dialogue process and this Protocol will be used to govern the Dialogue meetings. In consideration of your organisation/consortium being invited to participate in Dialogue by the Council, your organisation/consortium and its advisers agree to adhere to this Protocol. An original hard copy of this Protocol will need to be signed and returned to the Council as part of the Outline Solutions submission.
- 1.3 This document is not intended to replace or amend any of the Instructions to Participants included in the Invitation to Submit Outline Solutions and Participate in Dialogue (the **Invitation Document**).
- 1.4 Participants should ensure that all members of their bid team, including their sub-contractors (first and second tier) and advisers are aware of the requirements for participation in the Dialogue phase set out in this Protocol. Participants should ensure that all members of their bid team understand the legal implications of the Competitive Dialogue Procedure and the fact that the Regulations prohibit substantial changes or significant negotiation once final bids have been submitted. All areas of concern should therefore be discussed as part of the Competitive Dialogue process.
- 1.5 The Council and the Participants agree that by participating in the competitive Dialogue they commit to these rules in relation to the Dialogue meetings. The Participants acknowledge that a delay in closing the Dialogue phase will have serious resource implications for the Council. The Participants agree to work with the Council to ensure that the Dialogue is completed within the agreed timescales.

#### 2 Resources and meetings

- 2.1 Annexed to this document are meeting dates and draft agendas. The Council has a challenging procurement timetable and wishes to optimise the benefits of the Competitive Dialogue Procedure by engaging in effective and productive Dialogue during this period.
- 2.2 Participants are to note that all Dialogue meetings will be held at the offices of Winchester City Council.



- 2.3 Participants must ensure that the relevant attendees are available to attend Dialogue meetings during this time period. Attendees should be of sufficient seniority to make decisions and agree actions during the Dialogue meetings.
- 2.4 The Participants and the Council agree to provide sufficient resources from the outset to ensure that this timetable will be met.
- 2.5 Participants understand that in accordance with Regulation 30, all issues must be agreed and resolved during Dialogue. Once Dialogue has been formally closed by the Council, there will only be a limited opportunity for negotiation on the tender with the Preferred Bidder, but only in relation to the confirmation of financial commitments or other terms contained within the Best and Final Offer (provided that such negotiation does not have the effect of materially modifying essential aspects of the tender and does not risk distorting competition or causing discrimination). Participants therefore acknowledge that Best and Final Offers must be capable of delivery with minimum subsequent negotiation or clarification.

### **3 Meeting agendas**

- 3.1 Annexed to this document are meeting dates and draft agendas. The Council will update these agendas with more detail as and when applicable and issue to the Participants.
- 3.2 The aim of the meeting agendas is to ensure that Participants understand what will be discussed at each meeting and to assist in planning attendees and resources. Where relevant there may also be specific instructions as to work that is required to be carried out by each Participant prior to a meeting. Participants must supply documents to be used in meetings at least 2 working days in advance.
- 3.3 The agendas have been carefully planned to assist Participants in understanding how much time has been allocated to particular issues and the extent to which the Council will have expected Participants to have developed their bid.
- 3.4 At the end of each Dialogue meeting, attendees will agree a list of key points agreed, action points and timescales for carrying out these actions.

### **4 Meetings topics**

- 4.1 Participants will be asked to attend Dialogue meetings prior to submitting their Best and Final Offers.
- 4.2 Dialogue meetings will be held under the broad outline of:
- i Meeting 1 - Discussions around outline proposal that has been submitted; the Council to provide Participants feedback on the outline proposal; discussion on any matters arising from Form of Appointment and any associated documents (i.e. Schedule of Services, KPIs, BIM protocol).
  - ii Meeting 2 – Presentation from Participants in response to feedback provided at Meeting 1 and to demonstrate how they intend to take things forward; further discussion on design and any clarifications

required; discussion on any further matters arising from Form of Appointment and any associated documents (i.e. Schedule of Services, KPIs, BIM protocol).

- iii Meeting 3 – Design approach from Participants to be confirmed and confirmation that any residual design/other questions have been resolved.

4.3 It is anticipated that the Dialogue meetings will cover the matters in 4.2 above but the Council reserves the right to introduce different topics. Participants will also be invited to propose additional topics in advance of Dialogue meetings.

## 5 Correspondence during the Dialogue

5.1 Participants are referred to the Communications Protocol set out in the Instructions to Participants in the Invitation Document, which shall apply to all stages of the Dialogue.

## 6 Meeting attendees

6.1 Participants should notify the Council of the attendees for each Dialogue meeting at least 2 working days in advance of the meeting. This is to facilitate security arrangements and attendees may not be able to attend meetings if the Council has not been notified in advance of their arrival.

6.2 The contact point for emailing attendees at the Council is **[stationapproach@winchester.gov.uk](mailto:stationapproach@winchester.gov.uk)**.

6.3 The Council requests that Participants keep the number of attendees to a minimum i.e. only those who will be making an active contribution to the meeting, to ensure meetings are conducted efficiently and productively. The Council reserves the right to ask Participants to reduce the number of attendees if necessary.

6.4 Participants must ensure that those attending the meetings are empowered on behalf of their organisation to participate in the Dialogue, including making and confirming all relevant decisions that may arise in the particular Dialogue meetings.

## 7 Updates

7.1 Throughout the Dialogue it may be necessary to update Participants on new developments or additional information arising on the procurement exercise and the Project.

7.2 The Council will address such additional information via e-mail.

7.3 If Participants request clarifications either during the Dialogue meetings or through the [stationapproach@winchester.gov.uk](mailto:stationapproach@winchester.gov.uk) email account, the Council reserves the right to share the response (duly anonymised) with other Participants.

**8 Confidentiality and FOIA**

Participants are to note and follow the Instructions to Tenderers set out in the Invitation Document, particularly relating to confidentiality and the Freedom of Information Act 2000.

**9 Costs**

9.1 The Participants shall bear their own costs in respect of their participation in the Competitive Dialogue Procedure, including the conduct of due diligence, preparation of documents and discussions all of which are “subject to contract”.

9.2 The Council accepts no liability for costs incurred by any Participant if the procurement process ceases or a contract is not awarded, save that any design submitted to the Design Jury will receive an honorarium regardless of whether or not the contract is awarded to that Participant.

**10 General**

10.1 This Protocol shall come into force on 20th January 2016 (or such other date that the Invitation to Submit Outline Solutions document is issued to the Participants) and shall continue in force for the duration of the Competitive Dialogue phase or until otherwise notified by the Council.

10.2 The Council reserves the right to vary, add to, delete or suspend the operation of any of this Protocol by notice to the Participants.

10.3 Participants are asked to sign and return a copy of this Protocol to confirm their acceptance of and agreement to the terms of this Protocol, and return it to the Council when submitting their Outline Solutions.

Signed for and on behalf of	Signed for and on behalf of
Dated	Dated

## Annex 9

### Competitive Dialogue Protocol

#### Timetable for Dialogue meetings

Date	Dialogue Workstream
28th/29th January 2016	<p><b>Dialogue meeting 1 – Discussions around outline proposal that has been submitted; the Council to provide Participants feedback on the outline proposal; discussion on any matters arising from Form of Appointment and any associated documents (i.e. Schedule of Services, KPIs, BIM protocol).</b></p> <p>Participant A: 12 noon to 2pm on 28<sup>th</sup> January 2016</p> <p>Participant B: 2.30pm to 4.30pm on 28<sup>th</sup> January 2016</p> <p>Participant E: 10am to 12noon on 29<sup>th</sup> January 2016</p> <p>Participant D: 12.30pm to 2.30pm on 29<sup>th</sup> January 2016</p> <p>Participant C: 3pm to 5pm on 29<sup>th</sup> January 2016</p>
3rd/4th February 2016	<p><b>Dialogue meeting 2 – Presentation from Participants in response to feedback provided at Meeting 1 and to demonstrate how they intend to take things forward; further discussion on design and any clarifications required; discussion on any further matters arising from Form of Appointment and any associated documents (i.e. Schedule of Services, KPIs, BIM protocol).</b></p> <p>Participant B: 12 noon to 2pm on 3rd February 2016</p> <p>Participant A: 2.30pm to 4.30pm on 3rd February 2016</p> <p>Participant D: 10am to 12noon on 4th February 2016</p> <p>Participant E: 12.30pm to 2.30pm on 4th February 2016</p> <p>Participant C: 3pm to 5pm on 4th February 2016</p>
16th/17th/18th February 2016	<p><b>Dialogue meeting 3 – Bidder to present work in progress on the design proposals, including all three elements of the Design Brief (the overall masterplan, the public realm strategy and proposals for the Carfax site). Legal and commercial matters may also be discussed.</b></p> <p>Participant A: 10am to 1pm on 16th February 2016</p>

Date	Dialogue Workstream
	Participant B: 2pm to 5pm on 16th February 2016 Participant C: 10am to 1pm on 17th February 2016 Participant D: 2pm to 5pm on 17th February 2016 Participant E: 10am to 1pm on 18th February 2016
23rd/24th/25th February	<p><b>Dialogue meeting 4 – Bidder to present work in progress on the design proposals, including all three elements of the Design Brief (the overall masterplan, the public realm strategy and proposals for the Carfax site). Legal and commercial matters may also be discussed.</b></p> Participant B: 10am to 1pm on 23rd February 2016 Participant A: 2pm to 5pm on 23rd February 2016 Participant E: 10am to 1pm on 24th February 2016 Participant C: 2pm to 5pm on 24th February 2016 Participant D: 10am to 1pm on 25th February 2016
1st/2nd/3rd March	<p><b>Dialogue meeting 5 - Design approach from Participants to be confirmed and confirmation that any residual design/other questions have been resolved</b></p> Participant A: 10am to 1pm on 1st March 2016 Participant B: 2pm to 5pm on 1st March 2016 Participant D: 10am to 1pm on 2nd March 2016 Participant C: 2pm to 5pm on 2nd March 2016 Participant E: 10am to 1pm on 3rd March 2016

- 1 The Dialogue process is anticipated to conclude by 3rd March 2016.
- 2 The Council reserves the right at its discretion to amend the Dialogue timetable by notice to the Participants.

### Annex 10

### Tender Label

Winchester City Council  
**TENDER**  
**DO NOT OPEN**

## **Annex 11**

### **Compliance Checklist**

Participants should check their submissions prior to issue and check that all documents listed here are included in the submission:

<b>Item</b>	<b>Completed and included (delete as appropriate)</b>
Completed Delivery Proposals (as set out in Section 2 of this Invitation Document)	Yes/No
Completed Outline Solutions Submission Letter (as set out in Annex 2)	Yes/No
Completed Fees Schedule (as set out in Section 3 and Annex 6)	Yes/No
Signed Confidentiality Undertaking (as set out in Annex 7)	Yes/No
Signed Non-Collusion Certificate (as set out in Annex 8)	Yes/No
Signed Competitive Dialogue Protocol (as set out in Annex 9)	Yes/No
Tender label affixed to suitable envelope or container (as set out in Annex 10)	Yes/No
Building Information Model (BIM) Protocol CIC/BIM Pro first edition 2013 (to follow)	Yes/No