



Regeneration and Planning Strategy Overview and Scrutiny Committee

Date: Wednesday, 10 September 2008

Time: 6.15 pm

Venue: Committee Room 1 - Wallasey Town Hall

Contact Officer: Brian Ellis
Tel: 691 8491
e-mail: brianellis@wirral.gov.uk
Website:

AGENDA

1. DECLARATIONS OF INTEREST/PARTY WHIP

Members are asked to consider whether they have personal or prejudicial interests in connection with any item(s) on this agenda and, if so, to declare them and state what they are.

Members are reminded that they should also declare, pursuant to paragraph 18 of the Overview and Scrutiny Procedure Rules, whether they are subject to a party whip in connection with any item(s) to be considered and, if so, to declare it and state the nature of the whipping arrangement.

2. MINUTES

To receive the minutes of the meeting held on 2 June, 2008 which were received by the Council on 14 July, 2008.

3. PRESENTATION - AFTERCARE FOR BUSINESS

Verbal report

4. WORKING WIRRAL (Pages 1 - 16)

5. LOCAL DEVELOPMENT FRAMEWORK FOR WIRRAL - APPOINTMENT OF CONSULTANTS (Pages 17 - 92)

6. APPOINTMENT OF CONSULTANTS - IMPROVEMENT PROPOSALS HOYLAKE AND MEOLS PROMENADE (Pages 93 - 96)

7. EXEMPT INFORMATION - EXCLUSION OF MEMBERS OF THE PUBLIC

The public may be excluded from the meeting during consideration of the following items of business on the grounds that they involve the likely disclosure of exempt information.

8. REGENERATION UPDATE

Verbal report.

9. ANY OTHER URGENT BUSINESS APPROVED BY THE CHAIR

10. SUPPLEMENTAL AGENDA ITEM - TENDER - BUILDING AND DEVELOPMENT CONTROL INFORMATION SYSTEM (Pages 97 - 100)

11. SUPPLEMENTAL AGENDA ITEM - QUARTER ONE SCRUTINY PERFORMANCE MONITORING REPORT

A report providing an overview of progress against performance indicators and key projects which are relevant to this committee is available on the Virtual Committee (Wirral Intranet Information Item)

WIRRAL COUNCIL

REGENERATION AND PLANNING STRATEGY OVERVIEW AND SCRUTINY COMMITTEE – 10 SEPTEMBER 2008

REPORT OF THE DEPUTY CHIEF EXECUTIVE/DIRECTOR OF CORPORATE SERVICES

WORKING WIRRAL

Delivering Economic and Employment Benefits

1. Executive Summary

1.1 At the last meeting of this committee on the 2nd June 2008 the Chair requested a report for scrutiny purposes on how the Council could ensure that economic and employment benefits were achieved from the Working Wirral Initiative.

1.2 This report:

- explains the concept of Working Wirral and how it has emerged from the Council's Investment Strategy;
- identifies the challenges facing Wirral's economy and how Working Wirral can be used to address them;
- gives examples of how Working Wirral funding is beginning to be allocated and how grant processes will be used to ensure that economic and employment benefits are achieved.

2. BACKGROUND

2.1 Wirral has been allocated just over £28 million of WNF between 2008/09 2010/11 and this includes the Deprived Areas Fund from 2009/10. This funding will be paid through the Local Area Agreement's (LAA) Area Based Grant over three years as follows:

2008/09	£8,220,876 confirmed
2009/10	£9,8414,046*
2010/11	£10,238,708*

*2009/10 and 2010/11 figures are provisional and will need to be confirmed by the Department of Communities and Local Government.

2.2 Wirral's Cabinet, in its capacity as accountable body for the WNF, considered a report on the 23rd January 2008 (Item 11, Minute 455 refers) which set out the proposals for the overall direction and focus of the Fund. The proposals reflected the Government's guidance for the use of WNF and Cabinet agreed the following broad principles:

- activity commissioned through the WNF should reflect outcomes identified in Wirral's Investment Strategy and the LAA improvement targets relating to worklessness, skills and enterprise;
- Investment Frameworks should be developed to articulate the outcomes and outputs necessary to deliver the Investment Strategy's overarching vision for Wirral and therefore inform commissioning;
- a commissioning process should be developed in respect of targeting worklessness, skills and enterprise, which would be led by Wirral's Economic Development and Skills

(WEDS) Partnership and the LAA Programme Board with recommendations being taken to Cabinet;

- activity relating to investment and business growth should be progressed through consultation with the Investment Strategy Board with recommendations being taken to Cabinet.

2.3 In addition to funding from the WNF and Deprived Areas Fund (DAF), Wirral has also been allocated resources through the European Social Fund's (ESF) Complementary Strand. This comprises some £1.76 million which must deliver outcomes related to skills and employment. As a result these three funding streams have been brought together to form the Working Wirral programme with activity being commissioned through the programme which directly relates to the outcomes of the Investment Strategy.

2.4 The launch of the Working Wirral programme on the 16th May 2008 reflected a clear and deliberate move from allocating resources according to the requirements of specific funding streams, to a process that is driven by defining clear outcomes drawn from the Investment Strategy and allocating resources to meet them. This approach is emphasised by referring to the programme as 'Working Wirral' rather than by the name of any one funding stream.

3. WORKING WIRRAL PROGRAMME – THE STRATEGIC CONTEXT

3.1 Wirral's Investment Strategy together with the Full Employment Plan and Enterprise Strategy provide a framework for linking employment, enterprise and skills activities with economic opportunity and they have informed the decision by the Council and LAA partners to include the key priorities of tackling worklessness and increasing skills and enterprise levels as specific improvement targets within the LAA.

3.2 In the light of this, work was commissioned from Regeneris Consulting to develop an Investment Framework for employment and enterprise to provide further detail on the types of intervention that are required to support the delivery of the wider Investment Strategy outcomes as well as the specific LAA Improvement targets. This framework will provide the basis for commissioning targeted activity, for assessing the delivery of activity across the different elements of the Investment Strategy and for applying for additional external funds.

3.3 The Investment Framework was developed in the light of the key challenges facing Wirral, namely:

- Low stock of VAT-registered businesses (and too few firms operating below VAT threshold)
- Low rate of self-employment
- Low rate of business starts
- Very low job density
- Decline in employment in the Wirral since the late 1990s
- Below national average productivity in both manufacturing and services
- Growing gap in skill levels and prosperity within the Wirral
- Shortage of suitable sites/premises for modern business needs (and particularly for start-ups).

3.4 In addition the Framework has been developed in line with the relevant national, regional and sub-regional strategies. Following consultation with WEDS and with a range of Wirral stakeholders it outlines three key priorities:

- Competitive People (individuals and communities)
- Competitive Places (locations and sites/premises)
- Competitive Businesses (start ups and existing firms)

- 3.5 Each of the priorities includes an analysis of the current position within Wirral, an overview of the mainstream services/activities which are being delivered and an assessment of where further activity should be targeted to deliver the most effective outcomes. These three priorities are then broken down into a number of underpinning strands and these will form the basis for the development of commissioning briefs for the targeted use of Working Wirral funds (details of the first commissioning round are set out in section 4 below).
- 3.6 This approach will ensure that resources are effectively targeted to achieving the Investment Strategy outcomes. Commissioning briefs will aim to identify the range of activity that is currently being progressed in these areas through mainstream, ESF Co-financing and other funds with the aim of ensuring that commissioned activity does not duplicate mainstream provision, but must add value or fill gaps in provision and therefore maximise available funding opportunities wherever possible.
- 3.7 The importance of ensuring that projects funded through Working Wirral lead to increased job, skills and enterprise outcomes has been reinforced by the challenging targets included in Wirral's LAA. These include a 2.3% increase over three years in the overall employment rate and a 2.5% reduction over three years of worklessness in our most deprived neighbourhoods.

4. COMMISSIONING FRAMEWORK

- 4.1 The Commissioning brief (attached as Appendix 1 to this report) sets out three strands of activity that will be supported under Priority 1:
- Tackling specific barriers to work and linking people to jobs and training;
 - Supporting progression within the workplace
 - Inspiring tomorrow's enterprising people and raising aspirations.
- 4.2 These strands are drawn from the Investment Framework and the commissioning brief identifies outputs, results and outcomes for each strand which in turn reflect those of the Framework.
- 4.3 The brief also identifies where activity should be targeted. Wirral's Full Employment Plan outlines that to raise Wirral's employment rate to 76% by 2012 requires a focus on particular areas within the Borough and on particular target groups. Activity commissioned through the first two strands of the Priority 1 will therefore either:
- Benefit residents from the 53 Super Output Areas which have worklessness of 25% and above (see Appendix 1)
- and/or
- Benefit residents from one or more of the priority groups across the Borough identified within Merseyside's City Employment Strategy. These groups are set out in the commissioning brief (Appendix 1).

5. EXAMPLES OF FUNDING

- 5.1 A large number of applications were received for the first round of commissioning and work is progressing to identify those projects that meet the criteria set out in the commissioning brief and therefore directly contribute to the Investment Strategy outcomes and add value to mainstream activity.

5.2 This work is still at an early stage but the following projects are examples of activity that has been recommended to Cabinet for funding.

5.2.1 **Wirralbiz**

Creating new business starts is an imperative for Wirral in terms of the Regional Economic Strategy (RES) and the LAA improvement targets agreed with government. Wirralbiz is currently creating 240 new business starts per annum and has a very high rate of sustaining new businesses.

Funding through Working Wirral of a maximum of £1,069,000 will increase the current momentum by creating a further 290 new businesses in Wirral in 2008/09. The project will be delivered by Enterprise Solutions and Blue Orchid and is supported by the NWDA whilst they undertake formal consultations on the Business Support Simplification process (BSSP).

The cost of a new business start is £1,460 on average, rising to £2,060 in the deprived areas, and this demonstrates good value for money. The past performance of Wirralbiz is very strong and the targets are viewed as achievable by March 2009. The project will continue until March 2009 but will need to be reviewed thereafter in the light of the NWDA's BSSP.

5.2.2 **Connexions Partnership – Nextstep Plus**

Increasing skills levels for Wirral residents at NVQ level 2 and above is a key focus for Wirral's Investment Strategy and Full Employment Plan and is reflected in the LAA improvement targets agreed with government. This project targets clients who are aged 20+ and plugs a gap in provision for people with skills level 2 but below level 3, who are not currently catered for under the government's Nextstep programme.

The target groups for this project, Nextstep Plus, are primarily Job Seekers Allowance claimants who are unemployed between 0 and 6 months and are resident in the 53 SOAs which have worklessness levels of 25% and above, but who are ineligible for Nextstep because they have NVQ level 2 and above qualifications. It has been agreed that the project will deliver activity for this target group that is not currently available on Wirral.

A maximum of £385,822 is being allocated to this project. In 2008-09 the project will result in 12 people gaining job specific qualifications at NVQ level 2 and above and 65 people gaining a job. In years 2009-11 combined, the project will assist a further 40 people to gain job specific qualifications and 215 people will gain jobs within 6 months of participation. The project's outputs are viewed as realistic, achievable and adding value to current mainstream delivery. The project will be delivered by GM Connexions and activities will dovetail with Nextstep provision. Jobcentre plus will be a major referrer of eligible Job Seekers Allowance clients.

5.2.3 In addition to activity relating to worklessness, skills and enterprise being progressed through the LAA processes, work is also taking place with regards to identifying how best Working Wirral funding can support investment and business growth within Wirral. The Investment Strategy Board has now been formed and had its first meeting. The Board will identify a range of priority actions for Wirral to progress and if mainstream or other funding cannot be identified then Working Wirral resources will be recommended to be used to achieve the agreed outcomes.

5.3 Once projects are agreed by Cabinet for funding, detailed contracting will take place which will identify the outputs and outcomes to be delivered and against which monitoring reports will be prepared. Payment of grant will be dependent upon projects achieving the agreed

outputs and outcomes and regular reports will be prepared for Cabinet so that performance can be monitored and corrective action taken if necessary.

6.0 FINANCIAL IMPLICATIONS

6.1 Wirral has been allocated £28.3 million of Working Neighbourhoods Fund resources (including the DAF resources and subject to confirmation of the exact allocations for 2009/10 and 2010/11) and this covers the period 1st April 2008 to 31st March 2011.

7.0 STAFFING IMPLICATIONS

7.1 There are none arising directly from this report.

8.0 EQUAL OPPORTUNITIES IMPLICATIONS

8.1 The implementation of Working Wirral will reflect the Council's commitment to equal opportunities.

9.0 COMMUNITY SAFETY IMPLICATIONS

9.1 Projects proposed to be funded through Working Wirral are likely to have positive community safety benefits.

10.0 LOCAL AGENDA 21 IMPLICATIONS

10.1 There are no specific implications arising directly from this report.

11.0 PLANNING IMPLICATIONS

11.1 There are none arising from this report.

12.0 ANTI-POVERTY IMPLICATIONS

12.1 The Working Wirral will have significant benefits for this area.

13.0 SOCIAL INCLUSION IMPLICATIONS

13.1 The Working Wirral will have significant benefits for this area.

14.0 LOCAL MEMBER SUPPORT IMPLICATIONS

14.1 This report will be of interest to all Members of the Council.

15.0 BACKGROUND PAPERS

15.1 The Working Neighbourhoods Fund Statement – DCLG and DWP Paper November 2007
Sub National Review of Economic Development – Report to Cabinet 6.09.07
Indices of Multiple Deprivation 2007 – DCLG December 2007
Area Based Grant 2008/09 to 2010/11 – Report to Cabinet 10.01.08
Working Neighbourhoods Fund – Report to the LAA Programme Board 19.02.08
Working Neighbourhoods Fund – Report to Cabinet 23.01.08
European Social Fund Complementary Strand – Report to Cabinet 07.02.08

Working Neighbourhoods Fund – Report to Cabinet 13.03.08

Working Wirral – WNF – Report to Cabinet 09.07.08

Working Wirral – WNF – Report to Cabinet 4.09.08

16.0 **RECOMMENDATIONS**

- 16.1 That the views of Committee be sought on the operation of the Working Wirral programme.

JIM WILKIE

Deputy Chief Executive / Director of Corporate Services

This report was prepared by Sally Keating who can be contacted on 0151 691 8125

APPENDIX 1

COMMISSIONING BRIEF

1 INTRODUCTION - WORKING WIRRAL

- 1.1 Wirral faces significant challenges with some of its communities rating amongst the most deprived in the country. An Investment Strategy for Wirral has now been agreed which recognises that a successful economy is fundamental to the Borough's future prosperity and to achieving social equity outcomes. The Investment Strategy aims to deliver a Borough founded on a strong, vibrant economy with high levels of employment and where business chooses to invest.

- 1.2 The Investment Strategy is supported by a Full Employment Plan and an Enterprise Strategy and these provide a framework for linking employment, enterprise and skills activities with economic opportunity. Wirral Council and Wirral Local Strategic Partnership (LSP) have now agreed priorities for improvement within the Borough as part of Wirral's Local Area Agreement and these priorities include tackling worklessness, increasing skills and enterprise levels, and supporting investment and business growth.
- 1.3 In order to progress these priorities Wirral has now produced an Investment Framework for Employment and Enterprise to guide how resources from both mainstream agencies and other funding sources can best be used to deliver economic improvement. This reflects Wirral's commitment to ensuring that resources are used to deliver agreed economic outcomes rather than being driven by the requirements of specific funding streams.
- 1.4 As a result a number of funding streams have been brought together to form **Working Wirral** and this includes the new Working Neighbourhoods's Fund and the Deprived Areas Fund. **Working Wirral** will resource activity that does not duplicate mainstream provision, but adds value and targets gaps in mainstream activity in respect of worklessness, skills, enterprise and business growth and there will be some £30 million available over the next three years to support these outcomes.
- 1.5 The first round of commissioning opens on the 16th May 2008. A maximum of £5 million will be available through this round to deliver specific activities that support outcomes drawn from the Investment Framework for Employment and Enterprise. This Commissioning Brief sets out in detail:
- the outcomes and outputs that are being sought;
 - the process for assessing applications;
 - the criteria against which applications will be assessed.

2 ACTIVITY TO BE COMMISSIONED THROUGH WORKING WIRRAL

- 2.1 Wirral's Investment Framework for Employment and Enterprise (found at www.wirral.gov.uk/workingwirral) outlines three priorities that underpin a vibrant economy:
- Competitive People (individuals and communities)
 - Competitive Places (locations and sites/premises)
 - Competitive Businesses (Start ups and Existing firms)
- 2.2 **Working Wirral** commissioning will take place over a number of phases and this first round of commissioning will focus on Priority 1 – Competitive Wirral People. There are three strands of activity that will be supported under this priority:
- Strand 1A: Tackling specific barriers to work and linking people to jobs and training;
 - Strand 1B: Supporting Progression within the workplace
 - Strand 1C: Inspiring tomorrow's enterprising people and raising aspirations.
- 2.3 The Commissioning brief therefore sets out under each of these three strands the type of activity that will be supported by identifying:
- the aim of each strand;
 - the type of activity that is being sought;
 - the groups and/or geographic focus which activity should target.

- 2.4 Any activity commissioned through **Working Wirral** must be integrated with, and complementary to, the mainstream support already on offer in relation to worklessness, skills and enterprise. Therefore any employability and skills support activity that is commissioned (Strands 1A and 1B) must add value to the work of Jobcentre Plus, the Learning and Skills Council and Connexions. Any enterprise and business support activity (Strand 1C) must be compliant with the principles of the business support simplification process and consistent with the emerging North West framework for business support. This will enable **Working Wirral** to add value or fill gaps in provision and to maximise available funding opportunities wherever possible.
- 2.5 Wirral's Full Employment Plan seeks to raise Wirral's employment rate to 76% by 2012. It outlines that this will require a focus on particular areas within the Borough and on particular target groups. Activity commissioned through Strands 1A and 1B of **Working Wirral** should therefore either:
- benefit residents from the 53 Super Output Areas which have worklessness of 25% and above (See Appendix 1). Super Output Areas are neighbourhoods with a population of around 1,500.
- And / Or
- benefit residents from one or more of the priority groups across the Borough identified within Merseyside's City Employment Strategy. These groups are identified within the descriptions of each of the strands as appropriate.
- 2.6 **Working Wirral** supports the principle that the commissioning of fewer, larger contracts will deliver more strategic impact across Wirral. **Working Wirral** will therefore seek to fund consortium approaches, particularly from organisations from the voluntary and community sector. Support will be provided to enable such consortia to develop.

This next section of the Commissioning Brief sets out the detail of each of the three strands underpinning Priority 1 Competitive Wirral People against which project proposals are sought.

3 PRIORITY 1: COMPETITIVE WIRRAL PEOPLE

Strand 1A: Tackling barriers to work and linking people to jobs and training

- 3.1 **The aim** of this strand is to assist those who are workless to access employment opportunities by improving the employability and skills of unemployed and economically inactive people and by tackling barriers to work faced by disadvantaged groups.
- 3.2 Activity progressed through this strand will offer opportunities to improve access to employment for residents in deprived communities and hence to support the Sustainable Communities agenda in these areas of worklessness. It will also seek to reduce the number of young people who are not in education, employment or training (NEET), or are at risk of becoming NEET, in order to improve their employability and skills and to enable them to successfully make the progression into work
- 3.3 Interventions should be aimed at residents currently not in work and projects are expected to cover outreach and training work to engage with the hard to reach and aid them in obtaining employment. This can be in the form of alleviating barriers such as childcare, workplace acumen, and knowledge of available opportunities or through training, including sector specific initiatives, and links with employers.

3.4 Preference will be given to customised packages, addressing the need of individuals and local employers, which ensure a clear path of progression from inactivity into employment. Projects will need to demonstrate the ability to maximise relevant skills which encourage employers to recruit and train from the unemployed particularly in deprived areas. It is crucial that all employability actions undertaken can demonstrate effective linkages with employers and/or identified areas of skills needs and how identified skill shortages are being addressed through employability actions.

3.5 **Target Groups**

Interventions under this strand should be targeted on individuals from one or more of the categories below:

- Resident in parts of the Borough where there are concentrations of worklessness (Appendix 1)
- In receipt of Job Seekers Allowance /Incapacity Benefits /other Income Related Benefits
- Lone Parents
- People with no / low qualifications
- Young people Not in Employment, Education or Training
- Over 50s
- BRM individuals who are workless
- Women returners
- Residents of low income / child poverty households
- People with disabilities and health conditions

3.6 **Methods**

Four Action Areas have been identified for interventions under this strand:

Action Area 1 Outreach and Engagement.

Engaging economically inactive residents, raising awareness of the guidance support, financial help and opportunities available and referring to the appropriate organisation.

Action Area 2 Information Advice and Guidance.

Active and preventative measures that seek to establish the individual needs of those who are workless, the provision of information, advice, self employment and career guidance and the development of individual action plans.

Action Area 3 Pre Employment Support.

Provision of job brokerage support and employability skills development that are required to support the individual to secure employment.

Action Area 4 Transition to Work.

Support to address additional barriers to employment, including multiple barriers associated with long term benefit dependency.

3.7 Provision should preferably be Wirral based and venues accessible by public transport. All training should be developed within a person-centred and / or whole-family approach to meet individual needs. Skills gained must match identified local skills needs and/or those of the local growth sector and offer specific NVQ's or

equivalent. Projects are expected to provide additional support for the move towards employment, for example provision of support for dependant care, help with transport costs, meal allowances and other initiatives, which help to address barriers and encourage participation. All activity is expected to demonstrate participants progression routes, support them in gaining a qualification and/or help them access employment or apprenticeship, upon leaving the project.

- 3.8 **Outputs:** Numbers receiving advice and guidance to enable people from priority areas and/or priority groups to progress into work; people progressing into training or voluntary work; employers assisted with recruitment or redundancy; employers signing up to ‘jobs pledges’; individuals assisted towards Job specific qualifications at NVQ level 2 and above.
- 3.9 **Results:** Number of gross jobs created; number of people gaining employment within six months of the intervention; Number of people gaining job specific qualifications at NVQ level 2 or above.
- 3.10 **Outcomes:** Net additional employment overall in Wirral.

4 **PRIORITY 1: COMPETITIVE WIRRAL PEOPLE**

Strand 1B: Supporting Skills Progression

- 4.1 **The aim** of this strand is to increase the numbers of Wirral residents with relevant skills to support their progression within work and to meet the skill needs of employers.
- 4.2 An essential element of the activity progressed through this strand will be to complement /add value to activity provided through the Learning and Skills Council (LSC) and Job Centre Plus to work with employers to provide in work support through the provision of Personal Advisors and / or workplace learning mentors.
- 4.3 Interventions should be aimed supporting the development of a more flexible and highly skilled workforce, activity should be developed within a person-centred approach to meet individual needs. Skills gained must match the skills needs identified within the sector and offer specific NVQ’s or equivalent qualifications.
- 4.4 **Target Groups**

Interventions under this strand should be targeted on individuals from one or more of the categories below:

- Resident in parts of the Borough where there are concentrations of worklessness (Appendix 1)
- Lone Parents
- People with no / low qualifications
- Over 50s
- Women returners
- Residents of low income / child poverty households
- People with disabilities and health conditions

- BRM individuals

4.5 **Methods**

Two Action Areas have been identified for interventions under this strand:

Action Area 5 Retention.

Activities that help individuals to remain in employment, including the provision of appropriate mentoring and aftercare support.

Action Area 6 Skill Building and Progression.

Activities that will support the development and progression of individuals within the labour market.

- 4.6 The provision of post-employment mentoring and support will help to prevent ‘revolving-door’ syndrome, whereby participants enter employment but are then unable to sustain it themselves: for example, for people who are long-term unemployed, this could be prompted by problems with time-keeping. Preventing movement in and out of employment will help participants to build their self-confidence and to consolidate and improve their experience, and therefore their chances to progress.
- 4.7 **Outputs:** Number of participants being supported; participants being provided with job specific skills support; participants being supported towards Level 2 qualifications.
- 4.8 **Results:** Participants gaining job specific skills; Number of people gaining Level 2 qualifications.
- 4.9 **Outcomes:** Increase in number of Wirral residents with NVQ level 2 qualifications.

5 PRIORITY 1: COMPETITIVE WIRRAL PEOPLE

Strand 1C: Inspiring Tomorrows Enterprising People & Raising Aspirations;

- 5.1 **The aim** of this strand is to increase awareness of enterprise and self employment as an attractive career choice, encouraging people to view enterprise as a viable and attractive labour market option and increase interest in setting up a business in Wirral. It also aims to increase the rate of start-up and survival among businesses created by entrepreneurs that have already made the decision to start their own businesses.
- 5.2 Interventions should be aimed at providing support to entrepreneurs to ensure that their ideas get to the marketplace and that appropriate support is provided thereafter.
- 5.3 Activity progressed through this strand is likely to focus on enterprise development of adults within specific target groups to turn business ideas into start ups; pre start-up support for individuals committed to setting up a business; post-start support for individuals who have begun to run a business (up to 3 years trading); and inspiring young people to consider enterprise as a viable future option.
- 5.4 **Target Group**

Interventions under this strand should be targeted on individuals from one or more of the categories below:

- Resident in parts of the Borough where the problem of worklessness and enterprise are most acute (see Appendix 1)
- Any Wirral resident who wants to set up a business and seeks support to achieve this
- People in receipt of Job Seekers Allowance /Incapacity Benefits /other Income Related Benefits
- Lone Parents
- People with no / low qualifications
- Young people Not in Employment, Education or Training
- Over 50s
- BRM individuals who are workless
- Women returners
- Residents of low income / child poverty households
- People with disabilities and health conditions

N.B. Please note that at this time commissioning for Action Areas 7, 8 & 9 is for 2008-9 financial year only. Further funding of these Action Areas will be dependent upon the outcome of the current Business Support Simplification Process, which is being led by the North West Development Agency.

5.5 Methods

Action Area 7 Encouraging Enterprise

Encouragement of enterprise by adult residents both in work and out of work – engaging with those in the community or by target group and helping to raise their awareness of enterprise/social enterprise and develop business ideas to turn into start ups.

Action Area 8 Pre Business Start up

Pre start-up support for individuals who have already expressed a desire or commitment to set up a business, but will need assistance in formulating their business plan and business model;

Action Area 9 Post Business Start up

Post-start support for individuals who have committed and begun to run their business (i.e. have commenced trading) for a period of up to 24 months after the date trading commenced.

- 5.6 **Outputs:** Number of people assisted; people participating in enterprising activities; number of awareness raising events, number of people receiving skills training; number of people receiving coaching; number of business start-ups; number of businesses supported post start-up.
- 5.7 **Results:** Number of referrals to business start-up programmes; Number of people engaged in enterprise related interventions; new businesses sustained after 36 months
- 5.8 **Outcomes:** Increase in business starts, increase in business starts from underrepresented groups and disadvantaged communities; increase in number of young people with an understanding of work, enterprise and entrepreneurship.

6 The Commissioning Process

- 6.1 The above sections have set out the Action Areas and target groups against which activity will be commissioned. Proposals are invited that can demonstrate that they contribute to one or more of the Action Areas and address one or more of the target groups.
- 6.2 **Working Wirral** funding seeks to achieve greater impact through commissioning fewer, more strategically placed projects, and therefore consortium and partnership applications will be welcomed. In addition individual projects may be encouraged to work together in either a consortium or partnership, where it is felt that this will enhance the overall impact of the project's activities, as a condition of funding.
- 6.3 Interventions can be commissioned over more than one year, but funding will be contingent upon performance and ensuring that activities are not duplicated by emerging mainstream programmes.
- 6.4 We are seeking both full project proposals and expressions of interest. Full project proposals and expressions of interest are requested to be submitted by 4.30pm on Thursday 5th June 2008. More details on this are included at section 8.
- 6.5 **Full Project Proposals.** Following receipt of the applications, full project proposals will undergo an assessment by Wirral LSP's Economic Development and Skills (WEDS) Partnership's Commissioning group which will determine whether the project meets the eligibility criteria detailed in Section 2 of the application form:
- Addressing one or more Action Area
 - Meeting the needs of one or more target groups
 - Environmental sustainability
 - Value for money / added value
 - Equalities and diversity
- 6.6 Full project proposals will then be assessed against the requirements set out below (as detailed in Section 3 of the application form):
- Approaches to delivery
 - Consortium and partnership working
 - Managing delivery
 - Timetable and milestones
 - Monitoring arrangements
 - Track record and management capacity
 - Exit strategy
- 6.7 Recommendations will then be made for consideration by the WEDS Partnership prior to being reported as proposals to the LAA Programme Board and to the Council's Cabinet by the end of June 2008. (Wirral Council is the accountable body for the **Working Wirral** funds).
- 6.8 **Expressions of interest.** These will be considered by the WEDS Commissioning group and if appropriate project applicants may be encouraged to work together in either a consortium or partnership, where it is felt that this will enhance the overall impact of the project's activities.

Full applications that come through the Expressions of Interest route are expected to be received by 4.30pm Friday 22nd August.

7 Performance Management

7.1 Performance Measures.

7.1.1 Projects commissioned through **Working Wirral** will be required to provide evidence of how they will contribute to achieving the aims of one or more of the three strands set out above. Successful project leads and commissioners will agree performance measures that reflect this. This will include numbers of people achieving specific outputs that lead to the agreed outcomes and analysis of participants in relation to target groups.

7.2 Monitoring

7.2.1 Projects will be required to submit output monitoring reports and financial returns with evidence.

7.2.2 Projects will usually claim funds retrospectively. Claims will only be paid after the financial returns for that period have been submitted and approved as satisfactory, together with the necessary supporting evidence. Where projects are paid in advance, subject to approval, the following quarter's claim will only be paid when the preceding quarter's financial return and necessary supporting evidence have been submitted and approved as satisfactory.

7.2.3 Quarterly monitoring reports will be required which detail project activities and progress against agreed milestones. They will be expected to provide evidence of outputs against the project measures, as agreed at the contracting stage. These reports will also include the required beneficiary analysis as detailed in the contract.

7.2.4 Projects will be reviewed to ensure that performance against outputs and outcomes, completion of monitoring returns and submission of financial evidence are all satisfactory. Decisions to continue funding the project will draw on the results of this review, together with any changes in direction or focus of **Working Wirral**.

7.2.5 Target groups

These are identified under each strand. One of the target groups relates to residents from parts of the Borough where there are concentrations of worklessness. These areas are illustrated in Appendix 1 and are identified as the 53 Super Output Areas within the Borough which have levels of worklessness of 25% and above. Super Output Areas are neighbourhoods with a population of around 1,500 and this small area data is used by Government to measure levels of deprivation. This is in line with the DCLG guidance and their definition of the 'worst performing neighbourhoods'. Whilst this will provide the geographic focus for **Working Wirral** commissioning in respect of impact, it is accepted that natural boundaries should be reflected in the delivery of any activities.

8. Submission of Project Proposals

- 8.1 The Neighbourhoods team are happy to discuss potential proposals and to explain any elements of the Commissioning Brief in more detail. This dialogue will ensure that we receive proposals that best fit the outcomes identified. We would not be able to comment on the likely success of your proposal, prior to the formal assessment against the criteria.
Telephone number: 0151 691 8305
- 8.2 Further information together with relevant background documents will be available on the Wirral Council web site at www.wirral.gov.uk/workingwirral from Monday 19th May.
- 8.3 Application forms (which include the Expression of Interest section and the full Project Proposal form) can be obtained by sending an e-mail request to the following e-mail address: workingwirral@wirral.gov.uk. If you require the application form in an alternative format or language, please give details of your requirements in this email. Completed project proposals or expressions of interest should be returned via e-mail to this address by 4.30pm on Thursday 5th June 2008.
- 8.4 If it is not possible for your organisation to receive an e-mailed application form (Expression of Interest and full Project Proposal) then a hard copy can be obtained by contacting:

John Crutchley
Neighbourhoods Team
Regeneration Department
Ground Floor, South Annexe
Wallasey Town Hall
Brighton Street
Wallasey
CH44 8ED
Telephone number: 0151 691 8305

- 8.5 The deadline for submission of proposals is 4.30pm on Thursday 5th June 2008.

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WIRRAL COUNCIL

REGENERATION AND PLANNING STRATEGY OVERVIEW AND SCRUTINY COMMITTEE
– 10 SEPTEMBER 2008

REPORT OF THE DEPUTY CHIEF EXECUTIVE/DIRECTOR OF CORPORATE SERVICES

LOCAL DEVELOPMENT FRAMEWORK FOR WIRRAL - EVIDENCE BASE - APPOINTMENT OF CONSULTANTS.

1. Executive Summary

1.1 This report informs Members that consultants have been appointed by the Director of Corporate Services under delegated powers to undertake the following studies as part of the preparation of the evidence base for the emerging Local Development Framework for Wirral:

- Biodiversity Audit, Local Sites Selection Criteria and Guidelines
- Strategy for Town Centres, Retail and Commercial Leisure.
- Landscape Assessment and Visual Appraisal.

1.2 The report also informs Members of a small increase in the cost of the Strategic Flood Risk Assessment, due to the need to carry out further work. The increase in cost is marginally above the budget agreed by Cabinet for the Strategic Flood Risk Assessment but the sum involved can be accommodated within existing resources and within the Director of Corporate Service's delegated powers. The additional work required will enable the Strategic Flood Risk Assessment to be completed in the near future.

2. Background

2.1 Cabinet on 15 March 2007 resolved to commission a number of background studies to provide an up-to-date evidence base for the preparation of a Core Strategy Development Plan Document for Wirral. Cabinet resolved that the studies be commissioned through Request for Quotation from a list of identified providers (Minute 284 refers).

2.2 Cabinet on 7 February 2008 resolved to vary the scope of work and adjust the budgets and programming of a number of the studies to reflect emerging additional requirements and to carry over the commissioning process into the 2008/9 financial year (Minute 502 refers).

2.3 This report informs Members of the commissioning of the studies for biodiversity; town centres, retail and leisure; landscape character assessment; and of the invitation of expressions of interest for the undertaking of the Habitats Regulation Assessment.

2.4 The commissioning of an Employment Land and Premises Study was reported to this Committee on 8 October 2007 (Minute 17). The commissioning of a Strategic Flood Risk Assessment was reported to this Committee on 31 January 2008 (Minute 37).

3. Biodiversity Audit, Local Sites Selection Criteria and Guidelines

- 3.1 This study will provide an up-to-date assessment of the Borough's biodiversity and local wildlife sites. The findings of the Study will be used to ensure that proper weight is given to protecting and enhancing biodiversity in planning decisions.
- 3.2 The Steering Group for the study includes representatives from the Departments of Corporate Services and Regeneration, Wirral Wildlife and the Merseyside Environmental Advisory Service (MEAS), the Council's retained environmental advisors,

Procurement Process

- 3.3 The Corporate Procurement Unit advised procurement by Request for Quotation as the procurement exercise was valued less than £50,000.00. This advice is in conformity with the Constitution and Standing Orders of the Council.
- 3.4 Requests for Quotation were sent to a list of twelve consultants, active in the North of England and known to offer appropriate services, as identified through internet searches, advice from MEAS (drawing on their experience of similar studies elsewhere) together with consultants who had previously expressed an interest in receiving the brief. A copy of the Request for Quotation is attached to this report. Six quotations were received, from: Thompson Ecology, Penny Anderson Associates, Biota, TEP, rECOrd and Scott Wilson.
- 3.5 Following analysis of the quotation submissions against the technical and financial criteria set out in the Request for Quotation, Penny Anderson Associates Ltd and TEP were short listed for interview. Prior to interview, TEP decided to withdraw from the process on the grounds of their current and future work commitments.
- 3.6 Penny Anderson Associates completed a successful interview on 10 April 2008, to ensure that the technical and financial criteria set out in the Request for Quotation would be appropriately met.

Appointment

- 3.7 The decision to appoint Penny Anderson Associates was taken by the Director of Corporate Services on 14 April 2008 using delegated powers under paragraph 14.4 of the Contact Procedure Rules of the Council's Constitution and was formally confirmed in writing on 2 May 2008.
- 3.8 Although the second highest quotation received in terms of monetary value, Penny Anderson's proposal was considered to be the most economically advantageous, in terms of the content and quality of the work being offered and the quality and experience of the consultant team.
- 3.9 The Inception Meeting for the study was held on 28 April 2008. The study is expected to conclude by 31 October 2008.

Budget

- 3.10 The budget for this study was £45,000. The price for the study will be £44,927 excluding VAT but inclusive of expenses.
- 3.11 Because of the specialist nature of this commission, the budget for this study also included an additional £5,000 to enable the Council's retained environmental advisors (MEAS), to manage the commission, including liaising with the consultants and signing off and approving completed work. This task is additional to their on-going advice to development control, which is funded annually through a separate budget.

4. Habitat Regulation Assessment

- 4.1 Due to the close relationship between biodiversity and the statutory process of Appropriate Assessment under the Habitats Regulations, consultants invited to bid for the biodiversity audit were also given the option of indicating informally in their submissions (without obligation on either side) whether they would be interested in tendering for a future consultancy contract on Appropriate Assessment.
- 4.2 Expressions of interest were received, from White Young Green, Scott Wilson, Atkins and Penny Anderson Associates.
- 4.3 These companies will be included on a list of consultants invited to respond to a separate Request for Quotation in due course, subject to Cabinet approval.

5. Strategy for Town Centres, Retail and Commercial Leisure.

- 5.1 This study will provide recommendations on an up-to-date strategy for Wirral's town and local centres and on the location of retail and commercial leisure development in the Borough over the next 15 years. It will take account of developments such as Liverpool One and Wirral Waters and will address the requirements of national planning policies and the emerging Regional Spatial Strategy.
- 5.2 The Steering Group for the study includes representatives from the Departments of Corporate Services (including Wirral Direct) and Technical Services and Regeneration.

Procurement Process

- 5.3 The Corporate Procurement Unit advised procurement by Request for Quotation as the procurement exercise was valued less than £50,000.00. This advice is in conformity with the Constitution and Standing Orders of the Council.
- 5.4 Requests for Quotation were sent to eleven consultants, active in the North West and known to offer appropriate services, as identified from the information provided in The A-Z of Planning Consultants 2006-07, published by Planning Magazine. A copy of the Request for Quotation is attached to this report.
- 5.5 Only one company submitted a quotation - Roger Tym & Partners (RTP).
- 5.6 RTP completed a successful interview on 20 March 2008, to ensure that the technical and financial criteria set out in the Request for Quotation would be appropriately met.

Appointment

- 5.7 The provisions of the Contract Procedure Rules allow an appointment to be made where less than 3 quotes have been received, so long as genuine attempts have been made to obtain 3 quotes and the reasons for accepting the lowest quote are acceptable. The appointment of RTP was only made following confirmation from Legal Services that there were no legal reasons not to proceed on the basis indicated and following confirmation from the Corporate Procurement Unit that the contract could be awarded to RTP as enough had been done to promote competition.
- 5.8 The decision to appoint RTP was taken by the Director of Corporate Services on 25th March 2008 using delegated powers under paragraph 14.4 of the Contract Procedure Rules of the Council's Constitution and was formally confirmed in writing on 18 April 2008.
- 5.9 Although the only quotation received, the proposal from RTP was considered to offer best value in terms of monetary value and was considered to be economically advantageous to the Council, in terms of the content and quality of the work being offered and the quality and experience of the consultant team.
- 5.10 The Inception Meeting for the study was held on 1 April 2008. The study is expected to conclude in October 2008.

Budget

- 5.11 Cabinet on 7 February 2008 agreed to increase the budget for this study from £35,000 to £45,000, to reflect the scale of the work proposed and to ensure that bids were attracted from consultants of sufficient calibre. It was also agreed that on-going retail consultancy advice, originally proposed to be included in the brief, should be tendered for separately (Minute 502 refers).
- 5.12 The price for the study will be £44,946 excluding VAT but inclusive of expenses.

6. Landscape Assessment and Visual Appraisal

- 6.1 This study will provide a Borough-wide assessment of the landscape in Wirral. The findings will be used to establish a landscape framework for the future spatial strategy for the Borough.
- 6.2 The Steering Group for the study includes representative from the Departments of Corporate Services, Technical Services and Regeneration.

Procurement Process

- 6.3 The Corporate Procurement Unit advised procurement by Request for Quotation as the procurement exercise was valued less than £50,000.00. This advice is in conformity with the Constitution and Standing Orders of the Council.
- 6.4 Requests for Quotation were sent to sixteen consultants, active in the North West and known to offer appropriate services, identified through the Landscape Institute Registered Practice Directory. Seven quotations were received, from: Chris Burnett

Associates, The Environment Partnership (TEP), Appleton Group, Bureau Veritas, Halsall Lloyd Partnership, Axis and Gillespies.

- 6.5 Following analysis of the quotation submissions against the technical and financial criteria set out in the Request for Quotation, Chris Burnett Associates, Gillespies and TEP were short listed for interview. Gillespies and TEP were interviewed on 16 May 2008 and Chris Burnett Associates on 19 May 2008.

Appointment

- 6.6 The decision to appoint TEP was taken by the Director of Corporate Services on 10 June 2008 using delegated powers under paragraph 14.4 of the Contract Procedure Rules of the Council's Constitution and was formally confirmed in writing on 26 June 2008.
- 6.7 Although the second highest quotation received in terms of monetary value, the proposal from TEP was considered to be the most economically advantageous in terms of the content and quality of the work being offered and the quality and experience of the consultant team.
- 6.8 The Inception Meeting for the study was held on 25 June 2008. The study is expected to conclude by 31 January 2009.

Budget

- 6.9 The budget for this study was £30,000. The price for the study will be £29,992.50 excluding VAT but inclusive of expenses.

7. Strategic Flood Risk Assessment – Additional Work

- 7.1 Faber Maunsell were appointed in November 2007 to prepare a Strategic Flood Risk Assessment (Overview and Scrutiny, 31 January 2008). The Steering Group for this study includes representatives from the Departments of Corporate Services, Technical Services and the Environment Agency.
- 7.2 The assessment is nearing completion. Following detailed analysis additional modelling work has been needed to identify areas which will be at risk of flooding in more detail. The cost for this additional was £750.00, excluding VAT but inclusive of expenses.
- 7.3 Section 16 of the Council's Contract Procedure Rules allows scope for additional costs up to 10% of the original contract sum to be accommodated (in this case £24,565). £750 is well within the 10% margin of £2,456 but would be £315 over the initial estimate of £25,000 approved by Cabinet on 15 March 2007 (Minute 284).
- 7.4 The additional expenditure was authorised by the Director of Corporate Services under delegated powers, following agreement from Legal and Member Services and the Council's Corporate Procurement Unit, and following confirmation from the Director of Finance that there were sufficient resources set aside to cover the additional cost.

7.5 Faber Maunsell were notified in writing by email on 7th July 2008 that they could proceed with this additional work. The study is now expected to conclude by the end of September 2008.

8. Financial Implications

Biodiversity Audit, Local Sites Selection Criteria and Guidelines

8.1 £50,000 has been set aside from existing resources within Corporate Services. The Director of Finance has confirmed the availability of these resources. The price for the Study will be £44,927 excluding VAT, inclusive of expenses. An additional £5,000 has been set aside to cover MEAS management costs (total £49,927).

Strategy for Town Centres, Retail and Commercial Leisure

8.2 £50,000 has been set aside from existing resources within Corporate Services. The Director of Finance has confirmed the availability of these resources. The price for the Study will be £44,946 excluding VAT, inclusive of expenses.

Landscape Assessment and Visual Appraisal

8.3 £30,000 has been set aside from existing resources within Corporate Services. The Director of Finance has confirmed the availability of these resources. The price for the Study will be £29,992.50 excluding VAT, inclusive of expenses.

Strategic Flood Risk Assessment

8.4 The additional £750 excluding VAT will be funded from existing resources within the Corporate Services Department. The Director of Finance has confirmed the availability of these resources.

9. Staffing Implications

9.1 All the Local Development Framework evidence base studies are being overseen by Steering Groups drawn from Council Departments and the Council's external advisors.

10. Equal Opportunity Implications

10.1 There are no equal opportunity implications arising from this report. It was a requirement of the Quotation process that bidders operated an appropriate equal opportunities policy.

11. Community Safety Implications

11.1 There are no community safety implications arising from this report.

12. Local Agenda 21 Implications

12.1 The Requests for Quotation required the consultants to specifically assess the impact of their recommendations on the promotion of sustainable development.

13. Planning Implications

13.1 The findings of the evidence base studies will be used to inform the preparation of the Core Strategy Development Plan Document, as part of the emerging Local Development Framework for Wirral.

14. Anti Poverty Implications

14.1 There are no anti poverty implications arising from this report.

15. Social Inclusion Implications

15.1 There are no social inclusion implications arising from this report.

16. Local Member Support Implications

16.1 The findings of the evidence base studies could have potential implications for all Ward Members.

17. Background Papers

17.1 Cabinet Report - Local Development Framework for Wirral – Evidence Base, can be viewed at http://www.wirral.gov.uk/minute/public/cabcs070214rep1_23383.pdf

17.2 Cabinet Report – Local Development Framework for Wirral – Evidence Base – Amended Financial Provisions, can be viewed at http://www.wirral.gov.uk/minute/public/cabcs080207rep4_26366.pdf

17.3 Copies of the following Requests for Quotation are provided as attachments to this report:

Request for Quotation Order Number CSCP0808 (Biodiversity Audit, Local Sites Selection Criteria and Guidelines)

Request for Quotation Order Number CSCP0801 (Strategy for Town Centres, Retail and Commercial Leisure)

Request for Quotation Order Number CSCP0813 (Landscape Assessment and Visual Appraisal)

18. Recommendations

18.1 That the Committee notes the appointment of Penny Anderson Associates Limited for the sum of £44,927 excluding VAT and including expenses under the delegated powers of the Director of Corporate Services.

18.2 That the Committee notes the appointment of Roger Tym & Partners for the sum of £44,946 excluding VAT and including expenses under the delegated powers of the Director of Corporate Services.

18.3 That the Committee notes the appointment of TEP for the sum of £29,992.50 excluding VAT and including expenses under the delegated powers of the Director of Corporate Services.

18.4 That the Committee notes the expenditure of an additional £750 excluding VAT on the Strategic Flood Risk Assessment, such sum to be brought forward from existing resources within the Corporate Services Department.

This report was written by the Forward Planning Section who can be contacted on 691 8218.

J. WILKIE

Deputy Chief Executive/Director of Corporate Services

ORDER NO / REFERENCE NO: **CSCP0808**

COMPANY NAME:

Tenderer to insert company name

DEPARTMENT / SECTION

Corporate Services Department**REQUEST FOR QUOTATION****Provision of Consultancy to**

- Assemble a Biodiversity LDF Evidence Base;
- Review and update Wirral's Local Wildlife Sites selection criteria and guidelines;

RETURN OF QUOTATION

By post, courier or by hand in hard copy in plain envelope using the label provided

Quotation for	Provision of Consultancy to - Assemble a Biodiversity LDF Evidence Base; - Review and update Wirral's Local Wildlife Sites selection criteria and guidelines;
Quote No	CSCP0808
Closing date 12.00 noon	14 th March 2008

Return Address:Forward Planning Section,
Strategic Development,
Corporate Services Department,
Town Hall,
Brighton Street,
Wallasey,
Merseyside
CH44 8ED**CONTACTS**

Your contact for this quotation is:	John Entwistle
Telephone:	0151 691 8221
Fax:	0151 691 8273
Email:	johnentwistle@wirral.gov.uk

SCOPE

1.1 INTRODUCTION AND INSTRUCTIONS FOR COMPLETION

- 1.1 Quotations are invited for the supply of a Consultancy Services to Wirral Metropolitan Borough Council to carry out a Biodiversity Audit and to review and update Wirral's Local Wildlife Sites Selection Criteria.
- 1.2 The period of this arrangement will be for an initial period of 5 months but the Council is prepared to extend this period to allow any survey work to be completed.
- 1.3 Please complete the attached pricing schedule and declaration and submit a written statement of the other information required in this Request for Quotation.
- 1.4 Responses to the Request for Quotation should be returned by post, courier or by hand in hard copy, **in a plain envelope** bearing no name or mark that would indicate the identity of the sender, to be received at the Return Address set out above no later than 12 Noon on Friday 14th March 2008.
- 1.5 The maximum available budget for this commission is £45,000 excluding VAT, inclusive of all expenses, disbursements
- 1.6 Prices quoted are to exclude VAT. Please advise of any additional costs
- 1.7 A minimum of two hard copies of the response to the invitation are to be submitted of which 1 copy must be unbound in loose-leaf form to facilitate further reproduction as required. Please also include a CD/electronic version.

2.0 INTRODUCTION TO BIODIVERSITY/NATURE CONSERVATION IN WIRRAL

- 2.1 Wirral is a large Metropolitan Borough situated on a peninsula on the opposite bank of the Mersey Estuary to Liverpool, to the north of Ellesmere Port and Neston. It has a population of 313,000 people and covers a total of 15,902 HA above Mean High Water Mark. The last Phase1 habitat survey of the Borough was carried out in August 1986. The Habitat survey identified the following split of uses:

Urban uses 61% of the Borough
Agricultural 29% of the Borough
Woodland 3% of the Borough
Coastal 3% of the Borough (above Mean High Water Mark)
Grassland 2% of the Borough
Other (heathland, ponds marsh etc) 2% of the Borough

- 2.2 The broad split between urban and other uses is unlikely to have changed significantly in that time due to the presence of a Green Belt which is tightly defined around the Borough.

Designated Sites

- 2.3 The situation in Wirral with respect to designated sites is summarised in the table below.

Type of Site	Number of Sites	Condition of Sites	Total Site Area (Hectares)
Special Protection Areas (EU)/ Ramsar sites	2 designated 1 proposed		18108.2 2089.41
Special Areas of Conservation (EU)	1 proposed		15,754.94
Sites of Special Scientific Interest	12	See below	7,129
Sites of Biological Importance	71	Not reported	756.7
Local Nature Reserves	5	Not reported	185.4
Site of Local Importance for Earth Science	17	Not reported	221.1

- 2.4 Most of Wirral's coast is of international importance for nature conservation: there are Special Protection Areas/Ramsar sites in the Dee and Mersey Estuary, the North Wirral and Egremont foreshores are proposed for designation as a Special Protection Area and the Dee Estuary and North Wirral Foreshore are also proposed for designation as a Special area of conservation.
- 2.5 Wirral has 12 SSSIs (including those which are covered by the above International designations). The condition of SSSIs (as reported by Natural England) is summarised in the table below (as at 1st January 2007).

SSSI name	Condition Status
New Ferry SSSI	100% favourable
Mersey Narrows SSSI	100% favourable
North Wirral Foreshore SSSI	100% favourable
Red Rocks SSSI	100% favourable
Dee Cliffs SSSI	13.07% unfavourable (no change) 86.93% unfavourable (recovering)
Thurstaston Common SSSI	0.71% favourable condition 99.29% unfavourable (no change)
The Dungeon SSSI	100% favourable
Dibbinsdale SSSI	8.22% favourable 91.78% unfavourable (no change)
Heswall Dales SSSI	100% unfavourable (recovering)
Meols Meadows SSSI	86.89% unfavourable (no change) 13.11% unfavourable (declining)
Mersey Estuary SSSI	99.95% favourable 0.05% unfavourable (recovering)
Dee Estuary SSSI	29.71% favourable 70.29% unfavourable (recovering)

- 2.6 Wirral has a system of sites of local importance for Nature Conservation called Sites of Biological Importance (SBIs). Most of the 71 sites (up to approximately the year 2000) are designated within the Unitary Development Plan. The sites originate from a Phase 1 habitat survey which was carried out in the mid 1980s by the Cheshire Wildlife Trust, which has not been updated since nor digitised. The system has been maintained on a voluntary basis by Wirral Wildlife (the Wirral group of the Cheshire Wildlife Trust) since the late 1980s. They carry out a rolling programme of site survey and updates. A number of sites are designated purely on the basis of the presence of protected species (badgers or Great Crested Newts). The last full review of SBIs was carried out in 1999 and while further site changes have been proposed since then, these have not yet been confirmed by the development plan process. The Council has recently established a Local Sites Partnership in response to the DEFRA guidance on the management of local sites systems.
- 2.7 Wirral is included within the Cheshire system of Regionally Important Geological and Geomorphological Sites (RIGS) administered by the Cheshire RIGs Group at Chester Museum. A full review of these sites was carried out in 2003 with further updates in 2004. All site schedules are held on a database which includes photographs and other supporting information. The Cheshire Region Local Geodiversity Action Plan was launched in 2003. The RIGs sites (correct to 2000) are identified in the Unitary Development Plan.

Biodiversity Action Planning

- 2.8 The Wirral Biodiversity Action Plan was adopted in 2003 and includes plans for the following priority habitats and species:

HABITAT ACTION PLANS

Coastal saltmarsh
Coastal sand dune
Coastal and floodplain grazing marsh
Field boundaries
Lowland heath
Lowland meadows
Lowland mixed broad-leaved woodland
Mudflats
Ponds

- 2.9 This list of habitats was developed from the national list of Broad Habitats and Priority Habitats (UK Biodiversity Group: Index to the Steering Group Report and Tranche 2 Action Plans, 2000). The list of habitats included in Cheshire Countdown and the Merseyside Biodiversity Action Plan were also considered. In addition to the list above, maritime cliff and slope and sabellaria alveolata reefs have been identified for action but plans have yet to be prepared. Following the recent national review of Biodiversity Action Plans, estuarine rocky habitats will be added to the list. Wirral's BAP is part of the Cheshire Countdown Biodiversity Action Plan and the plan for reedbeds and unimproved grassland also covers Wirral.

SPECIES ACTION PLANS

Atlantic Grey Seal
Barn owl
Bats
Belted beauty (a moth)
Brown hare
Coelioxys mandibularis (a bee)
Colletes cunicularius (a bee)
Great crested newt
Isle of Man Cabbage
Lymnaea glabra (a mud snail)
Small cetaceans
Podalonia affinis (a wasp)
Rock sea-lavender
Sandhill rustic (a moth)
Water vole

- 2.10 The list of species for action was developed by the Wirral Biodiversity Technical Group from national and regional lists using local knowledge, after consultation with a range of groups and individuals. Wirral's BAP is part of the Cheshire Countdown Biodiversity Action Plan and plans for mackays horsetail, natterjack toad, black poplar, white letter hairstreak, silverstudded blue, tree sparrow, house sparrow, reed bunting, yellowhammer, linnets, bullfinch, skylark, starling, lapwing, song thrush, grey partridge and harvest mouse are found there and cover the whole of the Cheshire Region (all these species are found in the Wirral). There is currently a process of integration of Wirral action plans with the Cheshire Countdown plans with an aim of completing this by the end of March 2008. In some cases the scope of the plans will change: for example the Cheshire plan on Hedgerows has a narrower focus than the Wirral HAP on field boundaries. The successful consultant will be briefed and guided on the up to date position at the inception meeting.

Development Plan Status in Wirral

- 2.11 The current Development Plan for the Borough comprises the Wirral Unitary Development Plan for Wirral (adopted February 2000) and the Regional Spatial Strategy for the North West (RPG13 – adopted March 2003). RSS is currently under review, with the panel report recently published and the Secretary of State's proposed changes due in early 2008. In respect of the UDP, the bulk of the policy drafting work took place in the mid-1990s and pre-dates PPS9. Wirral has commenced work on its Local Development Framework with a Statement of Community Involvement and four Supplementary Planning Documents now adopted. Initial work has begun on the Core Strategy, including asking consultees to identify Strengths, Weaknesses, Opportunities and Threats in the Borough and the holding of a series of workshops in winter 2006. Initial contact with under-represented groups is ongoing. This commission is one of a series of studies being prepared to inform the LDF evidence base, following which it is intended to go out to consultation on issues and options in early spring 2008 with preferred options in 2008/9. The Council is not proposing to produce any topic or site-specific development plan documents until the Core Strategy is adopted. Full

details on current progress with the LDF, can be found on the Council's web site: www.wirral.gov.uk where all documents are available for viewing and download.

SPECIFICATION

3. CONTRACT DETAILS

- 3.1 This engagement is to be governed by a contract between Wirral Council and the successful supplier.
- 3.2 Wirral Council standard terms and conditions for the supply of services will prevail within this contract: these can be found at the end of this document. The purpose of standard terms is to ensure that all contractors tender on an equal basis and enable the Council to properly compare the tenders, since they have all been submitted on the same basis. You should study the terms and conditions carefully before deciding to respond to this request for quotation and signing the declaration at the end of this document. Responses to this request for quotation which are not accompanied by a signed declaration will not be able to be considered for short listing.

4. SCOPE OF COMMISSION

- 4.1 Two main areas of work have been identified
- **Assemble a Biodiversity LDF Evidence Base;**
 - **Review and update Wirral's Local Wildlife Sites selection criteria and guidelines;**
- 4.2 Within each work area a number of separate tasks have been identified (see below). Consultants should demonstrate how each of these tasks will be tackled within their tender submission, how the completion of each task will be reported Consultants should set out how they have prioritised the tasks listed against the resources available and why.

WORK AREA 1: ASSEMBLE A BIODIVERSITY LDF EVIDENCE BASE

- 4.3 Paragraph 2.3 of the Good Practice guide to PPS9 includes a checklist of components of an environmental information base and the Association of Local Government Ecologists (ALGE) advise on the components of a Biodiversity evidence base in their document on Integrating Biodiversity into Local Development Frameworks (2005) and in Biodiversity Data Needs for Local Authorities and National Park Authorities. The evidence base has to be robust and potentially stand up to scrutiny at public examination – which may be up to two years in the future. The Council has identified the following tasks:

4.4 **Task 1: Carry out a biodiversity information audit and gap analysis:**

While a reasonable amount of information exists as listed below in paragraph 4.12, there is a need to summarise and assess the quality of the available data, identify gaps in data and suggest how these may be filled, and present the audit in a consistent manner and format which satisfies the requirements of a sound evidence base. The audit should clearly identify and justify what

additional work is required, particularly where this is needed in order to progress or to complete the remaining tasks set out below.

- 4.5 **Task 2: Assess and map the number, distribution, reported condition and extent of statutory and non-statutory nature conservation sites within the Borough;** It is anticipated that this will be a desk study prepared in consultation with key stakeholders, mainly involving pulling together existing information, such as using existing digitized site boundaries and records, but may need to be confirmed by additional survey work. Sites in need of condition monitoring should be identified.
- 4.6 **Task 3: Assess and map the distribution and extent of priority habitats within the Borough** and identify local data and comparative data from other areas and assess trends (*i.e.* is their conservation status stable, improving or declining) and the identification of relevant threats and opportunities relating to these features, and particularly those generated by proposals for new development and changes in land-use which the objectives and policies of the LDF should address. (In this context “Priority Habitats” means a combination of the CROW Section 74 list, Article 10 of the Habitats Directive and UK and local Biodiversity Action plans). It is anticipated that this will be primarily a desk study carried out in consultation with key stakeholders, utilising aerial photographs, but may need to be confirmed by additional survey work.
- 4.7 **Task 4: Identify and map potential wildlife corridors and linkages** The Council is looking for the identification of existing and potential areas of search for wildlife corridors which are capable of identification on a proposals map to act as a trigger for additional survey work when individual planning applications are submitted. The Council is looking for a broad ecological assessment explaining what role the habitats within the areas of search identified play in terms of the migration, dispersal and genetic exchange of wild species, rather than detailed ecological surveys (which would be beyond the scope of this commission). The consultant should have regard to Natural England’s accessible greenspace standards and emerging regional policy on ecological frameworks and green infrastructure. It is anticipated that this will be primarily a desk-based assessment prepared in consultation with key stakeholders which may need to be confirmed by additional survey work.
- 4.8 **Task 5: Assess and map the distribution, condition and extent of priority species within the Borough,** identify local and comparative data from other areas and assess trends (*i.e.* is their conservation status stable, improving or declining) and the identification of relevant threats and opportunities relating to these features, and particularly those generated by proposals for new development and changes in land-use which the objectives and policies of the LDF should address (In this context “Priority Species” means a combination of the CROW Section 74 list and UK and local Biodiversity Action plans and legally protected species). It is anticipated that this will be primarily a desk-based study, prepared in consultation with key stakeholders, utilizing existing information, which may need to be confirmed by additional survey work.
- 4.9 **Task 6: Identify and map critically important areas for maintaining favourable conservation status of important species, assemblages and BAP priority habitats including potential areas of expansion.** This should

consider the impact of external influences such as flooding and land management and may need to be confirmed by additional survey work.

Task 7: Monitoring and review. This should include recommendations for on-going monitoring and review, including the need for additional surveys to fill remaining data gaps, a review of existing biodiversity indicators to help inform measurement against Strategic Environmental Assessment /Sustainability Appraisal objectives and make recommendations for appropriate baseline (contextual) and core output indicators for future monitoring purposes.

Survey/fieldwork

- 4.10 In relation to survey/field work referred to under each task, it is anticipated that this will may be needed to verify data, fill gaps in knowledge and assess site quality and condition. The current state of knowledge with regard to UKBAP priority habitats is set out below. It is recognised however that it may be difficult to quantify the level of survey work required until the desk-based work is completed. Consultants should nevertheless use their best endeavours to indicate the type and extent of survey work that they consider would need to be undertaken to support their conclusions and recommendations in order to ensure a robust LDF evidence base and which could be delivered within this contract. You should indicate where adjustments have been made to your proposed methodology for each task in order to suit the available resources. You should also include recommendations for on-going monitoring.
- 4.11 Consultants should consider the scope for using available software packages such as the Integrated Habitats System being promoted by Somerset Environmental Records Centre for delivering some or all of the key tasks. In final reports produced under this commission, it will be important that data gaps are clearly highlighted and where possible the identification of areas of search is made which can be used to highlight the need for survey/consideration of biodiversity/species issues in respect of individual planning applications.

Sources of information

- 4.12 The current state of knowledge with regard to UKBAP priority habitats is as follows:

Coastal saltmarsh – English Nature NVC survey of the Dee carried out in 2001

Coastal sand dune – partial study of North Wirral Dunes carried out in 2005 – NVC of North Wirral Coastal Park. A copy is with Wirral Ranger Service. Recent survey of West Kirby Dunes by Wirral Wildlife.

Coastal and floodplain grazing marsh – Natural England inventory at: www.natureonthemap.org.uk

Intertidal area: Natural England Ph1 habitat survey (copy held by MEAS)

Field boundaries – a little work has been done by Wirral Wildlife on identifying ancient or species rich hedgerows

Lowland heath – Countryside Stewardship maps are available for some areas, though now out of date, some ownership also National Trust

Lowland meadows -

Lowland mixed broad-leaved woodland -

Mudflats – Natural England inventory at: www.natureonthemap.org.uk

Ponds – Liverpool John Moores Pondlife survey 1997 covered broad trends and some detailed survey work on selected ponds. Some further recent surveys on SBI ponds by Wirral Wildlife.

Maritime cliff and slope

Reedbeds - EN Pilot Project "England Inventory for the Wetland Habitat Action Plan" was compiled in 2001 which included Cheshire. The project produced a geospatial database on CD, which includes metadata on the occurrence of fens, reedbeds and lowland raised bog in the pilot area, a GIS database of habitat maps however the area covered did not include Wirral.

Estuarine rocky habitats – new habitat, no national guidelines yet

4.13 In relation to species, the situation is as follows:

Atlantic Grey Seal – up to date records kept by Hilbre Bird Observatory.

Barn Owl – up to date surveys by the Wirral Barn Owl Trust.

Bats – recent scattered feeding area surveys by Merseyside and West Lancashire Bat Group. No up to date inventory of roost sites.

Belted beauty (a moth) - detailed survey 2003 and recent reports by David Hinde (Wirral Ranger Service Volunteer and Butterfly Conservation member.

Brown Hare - survey completed in 2003 by Cheshire Brown Hare BAP group contact Tony Parker (Liverpool Museum): mammal atlas due to be published spring 2008

Colletes cunicularius (a bee) - up to date survey report 2006 by John McGaw Wirral Ranger Service volunteer

Great Crested Newt – The Cheshire Great Crested Newt Site Inventory was uploaded to the NBN Gateway on 9.10.2006. Wirral records are mostly out of date. There is a technical problem with the data set at the moment, contact the Ponds Research Unit at Liverpool John Moores University.

Isle of Man Cabbage – Wirral Wildlife have surveyed

Lymnaea glabra (a mud snail) – up to date records by Ian Wallace (Liverpool Museum)

Small cetaceans – up to date records kept by Hilbre Bird Observatory. Contact Peter Williams

Podalonia affinis (a wasp) – some recording by Carl Clee (Liverpool Museum). Species under review.

Coelioxys mandibularis (a bee) – some recording by Carl Clee (Liverpool Museum volunteer). Species under review.

Rock sea-lavender -

Sabellaria alveolata – detailed study 2004: "Recovery of a Biodiversity Action Plan Species in Northwest England: possible role of climate change, artificial habitat and water quality amelioration" - M.T. Frost, R. Leaper, N.

Mieszkowska, P. Moschella, J. Murua, C. Smyth & S. J.Hawkins. Report to English Nature Spring 2004. Included detailed mapping.

Sandhill rustic (a moth) - annual survey by Ian Wallace (Liverpool Museum)

Water vole – recent 2007 survey by Environment Agency focussed on some parts of Wirral – not complete

Harvest mouse – some records – Mammal Atlas due to be published spring 2008

Mackays horsetail – contact Wirral Wildlife

Natterjack Toad – up to date annual recording by Lynne Greenstreet (Wirral Ranger).

Black poplar – some recent recording accomplished by Hilary Ash (Wirral Wildlife).

White letter hairstreak –

Silver studded blue – restricted to one small site at Thurstaston, monitored by National Trust

Tree sparrow -

House sparrow -

Reed bunting -

Yellowhammer -

Linnet -

Bullfinch -

Skylark -

Starling -

Lapwing -

Song thrush -

Grey partridge -

All birds are included in up to date survey by CAWOS (breeding birds and winter records). The Cheshire Bird Atlas includes Wirral and is due to be published shortly.

- 4.14 Nationally available data sets are on the NBN and MAGIC web sites. Biological Records for Wirral are held at the Cheshire Biological Records Centre (rECOrd). rECOrd do not charge for data itself, but do impose charges to recover some of the expenditure involved in, collating, storing and managing the data, as well as the costs attributable to the time taken to extract, format and, where required, perform any analysis on the data. The standard charges are: £100 for the first hour or part thereof, £50 for each following hour or part thereof up to the day rate with the day rate being £250. Before finalising your submission in response to this request for Quotation, you are strongly encouraged to contact Eric Fletcher (Recording Manager) (phone: 01244 383749, email: eric@rECOrd-LRC.co.uk) to establish the likely costs and practicalities involved in working with and obtaining data from rECOrd.
- 4.15 The Council is preparing a series of management plans for its parks and open spaces which include advice on management for biodiversity
- 4.16 A separate audit of all cultural facilities (including parks and countryside) is being undertaken by consultants, which includes a PPS17-compliant audit of all open space. This does not include an ecological element. There will be an opportunity to either liaise with the consultants or have access to the completed work.
- 4.17 The successful consultant will also have access to the Wirral Phase 1 habitat survey (1986), Maps of land in the Council's ownership under Countryside Stewardship, the register of sites of biological importance and proposed amendments to sites. The Council has digitised boundaries for SSSIs, SBIs, and RIGs sites. Relevant OS Map bases and aerial photographs can be made available under licence.

WORK AREA 2: REVIEW AND UPDATE WIRRAL'S LOCAL WILDLIFE SITES SELECTION CRITERIA AND GUIDELINES:

- 4.18 As indicated above Wirral's SBIs were last reviewed in 1999 and the site selection criteria pre-date this. There is a need to ensure that the system of SBIs in Wirral is "fit for purpose" in the context of the 2006 DEFRA guidance, and best practice and that the system also supports the biodiversity action planning process. Wirral has just set up its own Local Wildlife Sites Partnership, comprised largely of the existing membership of the Biodiversity Technical Group, together with co-opted expertise as required. The partnership has established its terms of reference which can be viewed here: http://www.wirral.gov.uk/minute/public/cabcs071212rep1_25747.pdf. The task requiring external consultancy input is:

Task 8: Review and revise the Wirral Local Wildlife Sites selection criteria and guidelines;

having particular regard to:

- The DEFRA guidance and the new National Indicator 197 – improved local biodiversity – active management of local sites.
 - The findings of the biodiversity audit (work area 1) and the objective of using local sites to support the BAP process
 - Best practice and experience elsewhere
- 4.19 Review and if necessary suggest amendments to the existing SBI site selection criteria in light of the 2006 DEFRA advice and the consultants own experience gained elsewhere. The consultant should in the first instance prepare a draft set of wildlife sites selection criteria and guidelines for consideration by the Wildlife Sites Partnership. The consultant should take into account any comments made by the partnership, together with the findings of the Biodiversity Audit in finalizing the selection criteria and guidelines. If changes to the existing selection criteria and guidelines are proposed, the intention is that the Wirral Local Wildlife Sites Partnership will progressively review the existing sites against the new criteria over the next 3 years.

5. Other Key Requirements

- 5.1 In addition to addressing the specific tasks highlighted above, the successful tender will also need to ensure that the study will be informed by the following elements:

a) Consultation with key stakeholders, including (but not exclusive to):

Wirral Wildlife
Members of the Biodiversity Technical Group
Natural England
Merseyside Environmental Advisory Service

Tender submissions should demonstrate how the views of key consultees will be obtained and if there are other groups not on the above list, who should be. It is felt that it will be essential to consult with these knowledge groups to improve and confirm the quality of the data within the final report.

- b) Linkages with strategies, policies and guidance;
- c) In carrying out the study attention should be given to the wide range of relevant existing work. Where possible, the study should build on existing or emerging research, rather than repeat it.

6.0 SPECIFIC OUTPUTS

6.1 The final report(s) will need to include the following:

Work Area 1

A written report setting out:

- A clear statement of the methodology under which the work was undertaken
- An audit of the quality and extent of available data, identification of gaps in information
- Text and plans showing the location of statutory and non-statutory sites and an assessment of reported condition
- Text and printed/electronic plans explaining/showing location and extent of UK Priority Habitats/Wirral BAP habitats found within the Wirral Council area. Record target notes of sites where more detailed survey should be carried out. An assessment of trends in the condition and extent of these features (*i.e.* is their conservation status stable, improving or declining) and the identification of relevant threats and opportunities relating to these features. Habitat Mapping should be undertaken to Phase 1 Habitat Survey standard (as per: Handbook for Phase 1 Habitat Survey - a Technique for Environmental Audit. England Field Unit, Nature Conservancy Council, reprinted JNCC, (1993))
- Text and printed/electronic plans explaining/showing sites which are understood to have supported UK Priority/Wirral BAP species within the Wirral Council Area. An assessment of trends in the condition and extent of these features (*i.e.* is their conservation status stable, improving or declining) and the identification of relevant threats and opportunities relating to these features
- Text and printed/electronic plans identifying areas under threat for habitat enhancement or restoration, including those necessary to help biodiversity adapt to climate change etc.
- Explanation of the concept of Wildlife Corridors. Text and printed/electronic plans identifying areas of search for wildlife corridors in Wirral including guidance on their probable function, including consideration of the potential

for any protected/UK Priority/Wirral BAP species to occur within areas of search.

- A clear indication of where original survey work has been carried out by the consultant or by others to support the conclusions being made
- Digitisation of information: The species/habitat/biodiversity enhancement/wildlife corridor information obtained from the desk study and any field work will need to be digitised. The geographical information (GIS) software used by the Council and into which the information would need to be transferred is MapInfo (version 6 onwards). Printed maps should also be included in the final report.
- Recommendations for any additional work required, including monitoring.

Work Area 2

- A written report reviewing and proposing changes to selection guidelines and criteria for Wirral's Local Wildlife Sites and outlining the consultation that has taken place.
- 6.2 For each work area, the consultants appointed will be required to produce a draft for comment by the steering group followed by a comprehensive final report at the completion of the contract.
- 6.3 The final report(s) should contain an Executive Summary in plain English. The consultant should include provision for four bound copies and one unbound copy of any final reports, together with a copy on CD ROM, which should be MS Word compatible.

7.0 COPYRIGHT

- 7.1 The copyright of any drawings, reports or any other information resulting from the consultant's compliance with the brief and subsequent appointment shall rest with Wirral Council. Any new data/records collected during as part of the commission should be submitted to rECOrd following sign-off by the Council.

8.0 STEERING GROUP

- 8.1 The study will be co-ordinated by a Steering Group drawn from the Council's Corporate Services and Regeneration (Parks and Countryside Section) Departments, Merseyside Environmental Advisory Service and Wirral Wildlife
- 8.2 The Steering Group will receive and sign off the draft and final reports. The Steering Group will require a minimum of three calendar weeks to consider the draft of a final report before a final report is formally submitted at the conclusion of the contract.
- 8.3 Responses should set out the provision that will be made for the ongoing involvement of the Steering Group during the period of this commission.

9.0 RESPONSES TO INVITATION

9.1 Responses to this invitation should set out clearly the consultants approach to the delivery of this brief and should contain the following information:

- The consultant's appreciation and understanding of the issues to be addressed.
- A statement outlining the proposed methodology and how the objectives and the scope of the study will be met.
- The survey methods to be used and the clear reasons why the type of method is being undertaken.
- Details of the project team and their CVs.
- Details of the resources your firm will be using to produce this report, detailing the time and costs allocated to each person involved in the project (see pricing schedule at section 9).
- Details of similar projects that have been undertaken together with contact details to allow references to be obtained.
- Tenders should specify whether any of the project team has any conflicting interests which may prejudice their involvement in the project.
- Confirmation of the services that your firm can provide from its in house resources and details of specialist consultants who will form part of your team (if any). The use of sub-contractors following appointment will not be acceptable without prior agreement of the Council.
- A detailed budget breakdown of all elements necessary to meet the requirements of the brief including charge out rates for additional work.
- Details of your firms equal opportunity policy.
- Details of your firm's commitment to quality management and whether or not you are ISO 9001 accredited.
- Details of your firm's professional indemnity insurance.

10.0 PAYMENTS

10.1 Wirral Council will not be liable for any costs incurred in the preparation of responses to this Request for Consultation and will not be bound to accept the lowest or any quotation.

10.2 Payment of fees will be made following the satisfactory completion of the study. Provision for staged payments will be considered by agreement.

11.0 SELECTION

11.1 The evaluation of responses will be carried out during the week beginning 17th March 2008. Responses will be evaluated on a 60% technical and 40% financial basis. The technical assessment will be based on the following factors:

- Evidence of understanding of the brief;
- Past relevant experience of the company for similar work;
- The qualifications, experience and suitability of the project team;
- The use of established best practice for each area of work;

- The provision to be made for consultation with key stakeholders and other consultees;
- The provision to be made for any additional survey work
- The provision to be made for data management and mapping; and
- Compliance with the corporate policies of the Council.

11.2 The financial assessment will be based on value for money.

11.3 A shortlist will be compiled and successful respondents will be invited to a presentation and interview panel which will take place during the week beginning 25th March 2008. Respondents should ensure that the key personnel who will form part of the project team are available to attend.

12.0 TIMETABLE

12.1 The key dates envisaged for this project are outlined below. A relatively short time frame is envisaged:

- Invitation to quote - 15th February 2008
- Submission of responses – by **Noon 14th March 2008**
- Short listing of consultants – week beginning 17th March
- Interview short listed consultants (if required) – week beginning 25th March 2008
- Confirmation of retention of consultants – 28th March 2008
- Proposed start date and inception meeting – week commencing 31st March 2008

12.2 Respondents are asked to provide an indicative timetable for undertaking the commission. The period of the commission will be for an initial period of up to 5 months (but may be extended to allow for any required survey work) although the Council will be looking for as much of the work as possible to be completed by the end of August 2008, in order to assist with the delivery of the LDF timetable.

12.3 The final detailed timetable for the delivery of this commission will be agreed with the Steering Group at the inception meeting.

PRICING SCHEDULE

13.0 PRICING SCHEDULE

13.1 Please insert below a summary of your cost breakdown against each of the 9 tasks identified listed in this Request for Quotation alongside the days of work required in relation to the personnel who will be used to work on this Contract.

13.2 The maximum available budget for this commission is £45,000 excluding VAT, inclusive of all expenses, disbursements etc.

	T1	T2	T3	T4	T5	T6	T7	T8
Project Manager								
Daily rate (£):								
No of days:								
Senior Consultant								
Daily rate (£):								
No of days:								
Consultant								
Daily rate (£):								
No of days:								
Project Assistant								
Daily rate (£):								
No of days:								
Total Days for Each Task:								
Total Cost for Each Task (£):								

PRICING SCHEDULE

Total Fee £

All costs must include all expenses. This will apply without exception.

Costs are required for monthly contract monitoring.

Upon quotation award, we may require the product/service pricing information (with images) to be provided in a "catalogue load template". The format is illustrated below. **Please do not complete this now.** Upon quotation award, an excel template will be emailed to your company for completion.

Category	Action	Supplier Item	Description	Unit	Unit Price	Currency	Thumbnail Image
<i>Product/Service Pricing Information to be provided under these categories.</i>							

With the implementation of the Authority's iProcurement system, all orders will be placed by email where practicable.

<p>Please confirm whether your company will be able to accept email orders:</p>	<p>Please Tick:-</p> <p>Yes: <input type="checkbox"/> No: <input type="checkbox"/></p>
<p>Please provide an email address where orders are to be sent:</p>	

STANDARD TERMS & CONDITIONS FOR SERVICES

1. For the purpose of these Conditions of Contract the following meanings shall apply:
 - a) "The Council's Officer" shall mean the Director for the time being of the Division of the Council for which the service shall be required and shall as regards to taking of any action or the giving of any order, instruction or notice by or on behalf of the Council include the Chief Executive for the time being of the Council;
 - b) "The Contractor" shall mean and include the company, body, person or persons and its or their successors, executors and administrators whose tender is accepted by the Council and in the case of joint Contractors shall be deemed to bind them jointly and severally;
 - c) "The Contract Documents" shall mean collectively the tender accepted by the Council (and all documents annexed to or referred to in the form of tender).
 - d) "The Council" shall mean the "Wirral Borough Council" and any statutory authority which may succeed to, or replace the Council in the exercise of its statutory functions.
2. The Contractor shall execute the service specified in the Contract Documents or in any order given by the Council's Officer in such manner and at the rates or prices respectively set out in the Contract Documents. The service shall be executed in accordance with this Agreement and at the Contractor's risk. The Contractor shall carry out his obligations described in the specification or contract proposals or other contract documents promptly and with reasonable care and skill and in line with Corporate Policy.
3. The rates or prices set out in the Contract Document are to be on a fixed price basis unless the Contract Documents provide otherwise and unless otherwise agreed no modifications or variations will be allowed during the period of validity of the Agreement.
4. All the goods supplied in the execution of the services shall be fit for purpose, of the standard specified and free from all defects.
5. At the time of the execution of the service the Contractor must furnish the Council's Officer with an advice or delivery note containing particulars of the service executed at the time. Should any costs be incurred by the Council in consequence of the neglect of the Contractor in this respect it shall be lawful for the Council to deduct and retain the amount of such costs from the amount of any monies due to the Contractor unless the Council shall exercise its right under Clause 6 or 7 hereof in which event the provisions of Clause 6 or 7 shall apply to such a breach.
6. The Council's Officer shall be at liberty to reject any work if the Contractor has not complied with all the provisions of Clause 2, 4 or 5 hereof.
7.
 - a) Without prejudice to all its other rights and remedies, the Council may terminate the Contract with immediate effect, or at its absolute discretion, on the expiry of written notice served upon the Contractor:-
 - i) If the Contractor has committed a material breach of the Contract, or
 - ii) If the Contractor has failed to comply with a notice served upon him by the Council requiring him either to conform in future with any provision of the Contract which he has broken or to remedy any breach of his obligations under the Contract within such period as may have been specified by the Council in the said notice, or
 - iii) If the Contractor suffers an execution to be levied on his goods, or if the Contractor consists of one or more individuals, any such individual dies or enters into a composition or arrangements for the benefit of his creditors or has a bankruptcy order made against him or, if the Contractor consists of a body corporate, the Contractor has an administrator or administrative receiver appointed or is the subject of a resolution or order for winding up.

- b) The Contractor shall be liable forthwith to compensate the Council for any loss or damage it has sustained in consequence of any antecedent breaches of Contract by the Contractor and for any loss that the Council sustains as a consequence of such termination. The Council may deduct such damages or loss from any sums owing to the Contractor under the Contract.
- c) The termination of the Contract is without prejudice to the rights, duties and liabilities of either party accrued prior to termination and either party shall be entitled to exercise any one or more of the rights and remedies given to it under the Contract which is capable of surviving the termination of the Contract.
8. The Council shall be entitled to cancel the Agreement and to recover from the Contractor the amount of any loss resulting from such cancellation if the Contractor shall have offered or agreed to give or given any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any such act in relation to the obtaining or execution of this Agreement or any other Agreement with the Council, or for showing or forbearing to show favour or disfavour to any person in relation to the Agreement or any other Agreement with the Council, or if the like acts shall be done by any person employed by the Contractor or acting on its behalf (whether with or without the knowledge of the Contractor) or if in relation to any contract with the Council the Contractor or any person employed by it or acting on its behalf shall have committed an offence under the Public Bodies Corrupt Practices Act 1889, or the Prevention of Corruption Acts 1906 and 1916 or any subsequent legislation enacted to replace these Acts, or shall have given any fee or reward the receipt of which is an offence under Section 117(2) and (3) of the Local Government Act 1972.
9. The Contractor shall not transfer or assign directly or indirectly or subcontract or underlet to any company partnership, incorporated, or unincorporated body, person or persons whatsoever this Agreement or any part thereof without the written consent of the Council's Officer and in the event of the Council's Officer giving any such consent as aforesaid (which shall be in his absolute discretion) the Contractor shall be responsible for all work done by such sub-contractor or sub-contractors and for such work being carried out under the same conditions as if executed by the Contractor and shall be responsible for the observance of the contract hereof by such sub-contractor or sub-contractors.
10. The Council does not bind itself to consider any tender or to accept the lowest tender or any tender at all and reserves the right to accept the whole or part or parts of any tender. The Council shall not be responsible for any costs incurred by the Contractors in preparing the tender.
11. Canvassing Members of the Council is prohibited.
12. Any notice or instruction to be served on or given or delivered by the Council to the Contractor shall be delivered at or sent through the post to the usual or last known address of the Contractor or to the Foreman or Agent of the Contractor and shall be deemed to have been received in the ordinary course of the post. All communications, advices of delivery and invoices from the Contractor in reference to the carrying out of the contract shall be sent to the Council's Officer.
13. In the event of any claim being made or action brought against the Council for infringement of patents in respect of goods supplied to the Council under this Agreement the Council shall immediately notify the Contractor and the Contractor shall be at liberty (with the assistance of the Council is required) at the expense of the Contractor to conduct all negotiations for the settlement of the same or any litigation that may arise. Subject to the notification stated above and provided that no such goods shall be used for any purpose other than for which the Contractor supplied the same the Contractor shall indemnify the Council in respect of any such claim.
14. Nothing in this Agreement shall be taken to prevent or restrict in any way whatsoever the rights of the Council to order a service of the same or a similar description to those specified in the Contract Documents from any other company, partnership, incorporated, or unincorporated body, or to execute or have executed on its behalf such service itself.
15. If the Contractor shall become bankrupt or insolvent or enter into liquidation whether compulsory or voluntary (except liquidation for the purpose of reconstruction) or shall suffer execution for debt in any Court of Law or shall propose any composition with creditors for the settlement of debts or shall enter into make or execute any Deed of Arrangement as defined by the Deeds of Arrangement Act 1914, or enter into the voluntary arrangement under Parts I and IX of the Insolvency Act 1986 or shall carry on or shall propose to carry on the business under an insolvency practitioner as defined by Section 388 of the Insolvency Act 1986 or shall commit any offence under the Insolvency Act 1986 the Council may require

the service to be executed and if this requisition is not satisfactorily complied with within seven days from the date of the Council's notice to that effect the Council may by notice in writing to the Contractor and without prejudice to any other rights of the Council whether under this Agreement or otherwise rescind the contract whereupon this Agreement shall be at an end.

16a. All contractors for the supply of goods and services will uphold the principles of sustainable development and comply with all environmental legislation, to include but not be limited to the Environmental Protection Act 1990.

16b. The Council reserves the right to terminate any contract where a contractor is found to be in direct contravention of such principles and legislation.

16c. The Council maintains a list of prohibited environmentally damaging products which should not be used by contractors unless by prior agreement with the Council. Copies of the list of prohibited products are available upon request.

EQUALITY & NON DISCRIMINATION

17. In discharging its obligations under this Contract, the Contractor will comply with all applicable Acts of Parliament, Regulations, Orders, Directives, Statutory Guidance, Codes of Practice and Byelaws that are in force or may come into force during this Contract.

18. Without prejudice to, or limitation of, its obligations under Clause 17, the Contractor shall comply with the following requirements in discharging its obligations under this Contract.

- a) The Contractor shall not discriminate directly or indirectly against any person on the grounds of gender, marriage, sexuality, religion and belief, colour, race, nationality, national or ethnic origin, contrary to the Equal Pay Act 1970, the Sex Discrimination Act 1975 (as amended), the Race Relations Act 1976 (as amended), the Employment Equality (Religion or Belief) Regulations 2003 and any other relevant legal requirement applicable during this Contract.
- b) The Contractor shall not treat a person less favourably for a reason relating to that person's disability (as defined by the Disability Discrimination Act 1995) nor fail to comply with a duty under that Act to make reasonable adjustments in relation to the disabled person.
- c) The contractor shall ensure that it complies with the Commission for Racial Equality's Code of Practice in Employment, the Equal Opportunity Commission's Codes of Practice on Sex Discrimination and Equal Pay and the Disability Rights Commission's Code of Practice for the elimination of discrimination against disabled persons in the field of employment, together with any future Codes of Practice in respect of Equality Issues.
- d) The Contractor shall notify the Council as soon as it becomes aware of any complaint or proceedings against the Contractor alleging unlawful discrimination or any investigation of the Contractor's performance of this agreement. In the event of any such complaint, proceedings or investigation the Contractor will co-operate fully and promptly with the body undertaking the investigation or bringing the proceedings, and will indemnify the Council against all costs, charges and expenses (including legal and administrative expenses and any compensation that the Council is required to pay) arising out of such investigation of proceedings.
- e) The Contractor shall provide to the Council such information as the Council may reasonably request in respect of the impact of equality issues on the operation of the contract, and vice-versa.
- f) In the event that the Contractor subcontracts any of its obligations under this Contract it will impose obligations on its subcontractor that are substantially similar to those set out in this Clause.
- g) The Council reserves the right to require the Contractor, by written request, to remove any person involved in the performance of the Contract where in the Council's reasonable opinion such person is acting contrary to the requirements of this Clause.
- h) The Contractor will discharge its obligations under this Contract without infringing the human rights of any person, as defined by the Human Rights Act 1998.

19. The Contractor shall

- a) At all times provide the service in accordance with the council's commitment to equal access to services for all sections of the community.
- b) Make sure that no section of the community is denied access or receive a poorer service on the grounds of race, gender or disability.
- c) Establish adequate managerial and supervisory arrangements for staff to be made aware of and to comply with the council's service delivery objectives.
- d) Ensure that sufficient, instructed and competent staff are available to provide services to all sections of the community including those who do not speak English.
- e) If required, attend regular meetings with equal opportunities staff and local community groups to discuss the service and improvements to it.
- f) Provide any information regarding the delivery of services to ensure the council meets its statutory obligations under section 71 of the Race Relations Act 1976 as amended by the Race Relations (Amendment) Act 2000.
- g) Support and co-operate with council initiatives aimed at improving services (and/ or access to services) to different groups in the community.

20. The Contractor shall be liable for and shall indemnify the Council against any claim in respect of personal injury or death which arises out of the Contractor's performance of the Contract and which is due to the Contractor's negligent act or omission or breach of contract.

21. The Contractor shall be liable for and shall indemnify the Council against any economic loss or damage to the Council's property or any other person's property which arises out of the Contractor's performance of the Contract and which is due to the Contractor's negligent act or omission or breach of contract and for the purposes of this clause any act or omission of a sub-contractor shall be deemed to be that of the Contractor.

22.

a) The Contractor shall comply with all statutes, regulations and bylaws to be observed and performed in connection with the fulfilment of his obligations under the Contract and shall indemnify the Council accordingly against any loss or damage caused by non-compliance with the same.

b) Without prejudice to the generality of the foregoing, the Contractor shall comply with his obligations under the Health and Safety at Work Act 1974 and any regulations made thereunder, the Race Relations Act 1976, the Race Relations (Amendment) Act 2000, and the Disability Discrimination Act 1995 and any subsequent replacement or amending legislation.

c) It is a requirement that all contractors working in Council premises must identify hazards and carry out a risk assessment as required. As a minimum requirement, an adequate record of the assessment must be kept for the duration of the contract for all hazards identified.

23. The standard terms of payment will be 28 days from the date of invoice, unless otherwise agreed, which is subject to the Council's right to deduct from any sum due to the Contractor the amount of any loss which the Council has sustained as a consequence of any antecedent breach of contract by the Contractor. Notice of any amount withheld by the Council from sums due to the Contractor shall be given to the Contractor within 21 days of the Council's receipt of the invoice together with the reasons for withholding the amount.

24. The Contractor shall be entitled to terminate the Contract if:

- i) The Council has failed to comply with its obligations under Clause 23 above, and
- ii) The Contractor has served notice upon the Council by recorded delivery specifying the default and requiring the Council to pay the amount properly due to the Contractor within 21 days thereof and
- iii) The Council has not paid the amount properly due to the Contractor within the 21 days specified in the said notice.

25. The Contractor shall insure against his liability to the Council under clauses 20 and 21 above in the sum of at least £5 million in respect of any one occurrence or series of occurrences arising out of one event. The Contractor shall produce to the Council the relevant insurance policy or policies required under the Contract and the premium receipts as and when required by the Council.

26. The Contractor shall retain for production as required by the Council all accounts, vouchers and documents relating to the Contract until he has received notification from the appropriate officer of the Council that the accounts relating to the Contract have been audited by the Council.

27. The terms and conditions of the Contract as stated herein override any terms and conditions specified by the Contractor in submitting his tender.

28. The Contractor acknowledges that this Contract has not been entered into wholly or partly in reliance on any statement promise or representation made by or on behalf of the Council other than any statements promises or representations to which the Contractor has drawn attention in writing to the Council before the commencement of the Contract. Nothing in this clause will exclude any liability which the Council would otherwise have to the Contractor in respect of any statements made fraudulently.

29. If any sum payable under the Contract is not paid when due then without prejudice to a party's other rights and remedies under the Contract, that sum will bear interest from the due date until payment is made in full at 2% per annum over the base rate of the Council's bank at the date of this Contract.

30. Copyright in the materials produced for the Council by the Contractor in the performance of the Contract shall vest in the Council and the Contractor shall not reproduce or disseminate the said materials except with the prior written permission of the Council which shall not be unreasonably withheld.

31. Nothing in this Contract confers on any third party any benefit or any right to enforce any term of this Contract.

32. Throughout the duration of the Contract the Contractor shall be an independent contractor and not the employee of the Council. Subject to his obligations under the Contract, the Contractor shall determine the manner in which he performs the Contract.

33. The failure by the Council to enforce at any time or for any period any one or more of its rights or remedies under the Contract shall not be a waiver by it of its right at any time subsequently to do so on reasonable notice being given to the Contractor.

DECLARATION

I/We the undersigned, hereby quote to supply the goods/services detailed in this Request for Quotation and specification.

I certify that as far as I know, the information I have supplied is accurate.

I/We agree that this quotation shall remain open to be accepted or not by the Council for a period of six weeks from the closing date for the receipt of quotations.

I/We hereby offer to supply the goods/services at the respective prices quoted, (prices include carriage but will exclude VAT), at the date of delivery stated. This is in accordance with Wirral Borough Councils terms and conditions of contract. A copy of these may be obtained from: www.wirral.gov.uk/tendersandcontracts

I/We certify that I/We have not now or will in the future, canvassed or solicited any member, officer or employee of the council and any other companies in the group of which the council forms part, in connection with this quotation and that to the best of our knowledge and belief no person employed by me/us or acting on my/our behalf has done such an act.

The quotation submitted herewith is a bona fide tender intended to be competitive. We have not fixed or adjusted the amount of the quotation by or under or in accordance with any collusive agreement or arrangement with any other person.

NAME OF CONTACT:	
DESIGNATION:	
COMPANY NAME:	
ADDRESS (including postcode)	
TELEPHONE:	
FAX:	
EMAIL:	
PAYMENT TERMS:	
SIGNATURE:	
DATE:	

ORDER NO / REFERENCE NO:

CSCP0801

COMPANY NAME:

**Respondent to insert
company name**

DEPARTMENT
SECTION

CORPORATE SERVICES DEPARTMENT

REQUEST FOR QUOTATION

Provision of consultancy services to prepare a strategy for town centres, retail and commercial leisure in Wirral

RETURN OF QUOTATION

Quotation for	Provision of consultancy services to prepare a strategy for town centres, retail and commercial leisure in Wirral
Quote No	Respondent to insert
Closing date 12.00 noon	Friday 7th March 2008

Return Address:

Forward Planning Section,
Strategic Development,
Corporate Services Department,
Town Hall, Brighton Street,
Wallasey, Wirral
CH44 8ED

CONTACTS

Your contact for this quotation is:	John Entwistle
Telephone:	0151 691 8221
Fax:	0151 691 8273
Email:	johnentwistle@wirral.gov.uk

SPECIFICATION

1 INTRODUCTION AND INSTRUCTIONS FOR COMPLETION

- 1.1 Quotations are invited for the supply of consultancy services to Wirral Council to prepare a strategy for town centres, retail and commercial leisure in Wirral.
- 1.2 Please complete the attached pricing schedule and declaration and submit a written statement of the other information required in this Request for Quotation. The Council is looking for this commission to be substantially concluded by the end of June 2008
- 1.3 Responses to the Request for Quotation should be returned by post, courier or by hand in hard copy, **in a plain envelope** using the enclosed label and bearing no name or mark that would indicate the identity of the sender, to be received at the Return Address set out above no later than 12 Noon on Friday 7th March 2008.
- 1.4 Prices quoted are to exclude VAT.
- 1.5 Please advise of any additional costs.
- 1.6 A minimum of two hard copies of the response to the invitation are to be submitted of which 1 copy must be unbound in loose-leaf form to facilitate further reproduction as required. Please also include a CD/electronic version.

2 BACKGROUND

Introduction to Wirral

- 2.1 Wirral is a peninsula of 60.35 square miles, which lies between the estuaries of the Rivers Dee and Mersey. The Borough has a population of 313,000. 30 per cent of Wirral's population is under the age of 25 and 18 per cent are over 65. The majority of the developed area of the Borough lies along the Mersey coast and east of the M53. West of the motorway the Borough is comprised of suburban settlements, villages and towns separated by areas of Green Belt.
- 2.2 Birkenhead is Wirral's largest town, followed by Wallasey. The two centres are separated by the Birkenhead Docks (part of the port of Liverpool), which have attracted important industrial development and are to be the focus of a significant new regeneration initiative – Wirral Waters. Over the last decade Birkenhead has benefited from several major regeneration schemes - City Lands, Hamilton Quarter, Lairdside and now Wirral Waterfront. Aside from Birkenhead and Wallasey, the main industrial areas are found in the eastern half of the peninsula. Major industries are also based in Port Sunlight, Bromborough and Eastham. The principal challenge of the area is to maintain the regeneration of deprived communities while promoting the high quality of life in the Borough.

Current Development Plan Status

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- 2.3 The current Development Plan for the Borough comprises the Wirral Unitary Development Plan for Wirral (adopted February 2000) and the Regional Spatial Strategy for the North West (RPG13 adopted March 2003). RSS is currently under review, with the panel report recently published and the Secretary of State's proposed changes expected in autumn 2007. In respect of the UDP, the bulk of the policy drafting work took place in the mid-1990s and therefore pre-dates Planning Policy Statement 6 (PPS6). In 2003 the Council commenced a review of the UDP and a first Deposit Draft was published in July 2004. However, the UDP review was subsequently halted and work commenced on the Local Development Framework.
- 2.4 In terms of current LDF progress, a Statement of Community Involvement and four Supplementary Planning Documents have now been adopted. Initial consultation is underway on the Core Strategy, including asking consultees to identify Strengths, Weaknesses Opportunities and Threats in the Borough, and the holding of a series of workshops in winter 2006. Initial contact with under-represented groups is ongoing. The Council is not proposing to produce any topic or site-specific development plan documents until the Core Strategy is adopted.
- 2.5 This study is one of a number being commissioned as part of the LDF evidence base, which is being assembled as part of the Core Strategy Issues and Options process. The findings of the evidence base work and the Issues and Options will inform the preparation of preferred options in due course. Full details on current progress with the LDF, can be found at www.wirral.gov.uk where all documents are available for viewing and downloading.

Introduction to retailing in Wirral

- 2.6 Wirral's main shopping centre is Birkenhead, which is identified as a key centre in RPG13 Policy SD1. Liscard is the main centre serving Wallasey, and both centres form part of a wider network of nine "key Town Centres" serving other parts of the Borough - Hoylake, West Kirby, Heswall, Prenton, New Ferry, Bromborough and Moreton. These centres are subject to Policy SH1 and have their boundaries defined on the Proposals Map. There is also a network of fourteen second-tier "Traditional Suburban Centres" performing a more local role which are subject to Policy SH2. There are also a number of Primarily Commercial Areas which are immediately adjacent to these established centres and which are in non-retail and/or mixed use: future development of these sites is governed by Policy SH6. Small shopping centres and parades are not specifically identified on the Proposals Map but are covered by Policy SH4 and HS15, which supports the continuation of small-scale local shopping provision. Existing out of centre retail development of significance (at the time of UDP adoption) are identified on the Proposals Map and are subject to Policy SH11, which indicates that proposals for redevelopment or expansion will be subject to Policies SH9 and SH10, which are concerned with the assessment of out of centre retail proposals.



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- 2.7 The peak period for retail development in the Borough was between 1986 and 2000, when over 132,600 square metres or 1.4 million square feet of new retail floorspace was built. This included major town centre developments such as the Pyramids in Birkenhead and town centre superstores in Heswall (Tesco), Liscard (Asda) and West Kirby (Safeway –now Morrisons). There was also substantial out of centre development – the Croft Retail/Leisure Park and adjacent Asda at Bromborough, Tesco at Bidston Moss, Sainsburys/Homebase at Upton, the Rock Retail Park in Birkenhead and redevelopment of existing out of centre retailing at Woodchurch (for Asda) and Bidston Moss (Junction 1 Retail Park). There was also a substantial expansion of the discount supermarket sector, with Kwik Save significantly increasing its presence in the Borough and Netto, Aldi and Lidl having a handful of stores between them. Development since then has generally focused on consolidation and expansion of existing centres and facilities.
- 2.8 The Council commissioned separate food and non-food retail assessments in the late 1990s, produced by Roger Tym & Partners (RTP). More recently Roger Tym was re-commissioned in 2003 to produce the Wirral Retail Strategy which was published in 2004 (“the 2004 RTP Study”). The purpose of this study was to update the previous assessments and inform the then UDP review process. The study included a survey of 1500 households, a retail capacity assessment for convenience and comparison retailing, ‘health checks’ of the main centres in the Borough and recommendations on the future strategy for retail development in the Borough, including suggested intervention measures for the centres.
- 2.9 The 2004 RTP Study indicated that while Wirral continues to be very self-contained in terms of convenience shopping, the overall retention of comparison expenditure by town centres in the Borough was disappointingly low at 55 per cent and deteriorating. Birkenhead and Liscard had lost ground in the wider regional retail hierarchy since the mid-1990s. The decline in these centres partly reflected competitive pressures from Chester and Liverpool and large out of centre developments such as Cheshire Oaks. However, RTP also highlighted localised factors including difficulties caused by un-cooperative property owners, the level of deprivation experienced in some inner areas of Wirral the need for more focussed partnership between the public sector and business groups, a dearth of quality development partners and readily available sites of any material scale.
- 2.10 The 2004 RTP study also recommended changes to the hierarchy of centres identified in the Unitary Development Plan and identified a range of development and intervention actions for each centre. The study recommended the adoption of a proactive stance to the assembly of development sites for new retail development in all the Borough’s town centres, but particularly in Birkenhead. The study identified capacity for growth in retail floorspace, particularly in the non-food comparison sector, and which should be directed towards existing centres. In terms of the convenience sector, the study concluded that need for additional floorspace is less acute, but there was none the less scope to support a major foodstore in Birkenhead. Locations for further major convenience development should be governed by regeneration considerations.

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- 2.11 At the same time that the 2004 RTP study was commissioned, the Council also identified the need for on-going retail consultancy advice (on a retainer basis), to assist officers in the assessment of individual planning applications, respond to objections submitted through the UDP process and support officers at public inquiries and RTP were appointed to undertake this role.

Current Retail/Regeneration projects

- 2.12 A number of regeneration projects at various stages of development within Wirral include significant retail/town centre elements:

- ***New Brighton Regeneration:*** Neptune Developments and the Council are promoting a mixed use regeneration project for New Brighton, including refurbishment of the Floral Pavilion Theatre, residential/commercial uses, together with a superstore, leisure and hotel uses. The original application was rejected by the Secretary of State in 2006. The scheme has now been split, with the Phase 1 Theatre, residential and commercial development having been granted planning permission and is now on site. Phase 2 comprises a food superstore and leisure development including cinema and casino, hotel and refurbishment of the marine lake. The planning application for Phase 2 (outline with parameters) was approved in November 2007. Reserved matters applications are expected to be submitted in early 2008.
- ***Wirral Waters:*** Peel Holdings has recently announced their intention to reconsider the pattern of land use within the Birkenhead Dock Estate with a major £4.5 billion mixed use redevelopment complementing a similar level of proposed investment in North Liverpool and forming part of a wider "Ocean Gateway" concept. Initial proposals envisage a high density residential, commercial leisure and retail development focusing on the docks and wharfs around the East Float, together with Bidston Dock, which is identified as a site for retail/leisure development. Initial baseline work is underway as part of the preparation of a Strategic Regeneration Framework, with more detailed master planning to follow. It is likely that the redevelopment of Bidston Dock will be one of the earlier phases of the project.
- ***Woodside Masterplan:*** the Council has adopted a Masterplan for the regeneration of the Woodside area of Birkenhead, which envisages significant mixed-use (residential/commercial/leisure) redevelopment in this area, including one or more tall buildings, highway works and the creation and enhancement of pedestrian linkages with Hamilton Square.
- ***Hind Street Regeneration Area:*** an outline planning application has been recommended for approval (subject to approval by Government Office) for a mixed use development on this site to the immediate south east of Birkenhead town centre, which includes 8,500 sqm of bulky goods retailing and the provision of a new link road between the A41 and Birkenhead Central Station.

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- **Oliver Street Car Parks:** The Council has been working with a developer to bring forward a site in Birkenhead town centre for a food superstore development, which takes in the Council-owned surface level Oliver Street Car Parks together with a number of privately-owned buildings on the pedestrianised Grange Road. Planning permission was granted for an initial scheme in 2004 and the Council has recommended for approval (subject to GONW) a revised proposal (8,800 sqm gross) which addresses the requirements of the intended operator.
 - **Hoylake and West Kirby Masterplan:** the Council has adopted a Masterplan for the regeneration of the Hoylake and West Kirby which includes proposals to replace the West Kirby Sailing School on the Marine Lake with a new building and complementary commercial/retail uses. The Council is currently in the process of selecting a preferred developer for this project, which is known as “The Sail”. The Council is also promoting a retail-led regeneration project centred on the West Kirby Concourse: selection of a developer is at an earlier stage than with “The Sail”. Consultants are also carrying out an assessment of opportunities to enhance the public realm in West Kirby Town Centre.
 - **Housing Market Renewal:** as part of the New Heartlands HMRI initiative, comprehensive redevelopment of the some of the inner area local shopping centres including Church Road, Laird Street, Tranmere and Hind Street is being pursued
- 2.13 Outside the Borough, the 2004 RTP study identified a high level of leakage of comparison spending out of the Borough’s town and district centres to Chester and Liverpool. The current redevelopment of both city centres presents a significant further challenge to Wirral: the Liverpool One scheme which will start to be completed from 2008 will include John Lewis and Debenhams superstores and a further 154,000 sqm of retail. The Chester Northgate development, due for completion in 2011, will include a House of Fraser Department store and 60 retail units.

3.0 CONTRACT DETAILS

- 3.1 This engagement will be governed by a contract between Wirral Council and the successful supplier.
- 3.2 Wirral Council standard terms and conditions for the supply of services will prevail within this contract: these can be found at the end of this document. The purpose of standard terms is to ensure that all contractors tender on an equal basis and enable the Council to properly compare the tenders, since they have all been submitted on the same basis. You should study the terms and conditions carefully before deciding to respond to this request for quotation and signing the declaration at the end of this document. Responses to this request for quotation which are not accompanied by a signed declaration will not be able to be considered for short listing.

4.0 SCOPE OF COMMISSION

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- 4.1 The Council is looking for a robust vision and strategy for Wirral's town and local centres and retail and commercial leisure development in the Borough over the next fifteen years which is deliverable but responds positively to the challenges highlighted above and addresses the requirements of PPS6. Three key work areas are listed below, within which a number of specific tasks have been identified (T1, T2, and T3 etc):

A. Baseline

- T1. Briefly review developments in national and regional retail planning policy as a context for the remainder of the study.
- T2. Assess the current pattern of food and non-food shopping and commercial leisure in Wirral and identify deficiencies in provision. This should include consideration of the impact of retail developments (within and outside the Borough) since the completion of the 2004 RTP Study on the Borough's established key town and traditional suburban shopping centres. This work should be supported by a household survey, which for consistency should follow the survey zones used in the 2004 RTP study.
- T3. Review and update - in line with the indicators in paragraph 4.4 of PPS6 - the health check assessments of the Borough's 9 key town and 14 traditional suburban shopping centres carried out by RTP in 2003/4 and assess where deficiencies exist in the provision of retailing and other facilities at a neighbourhood level. Within the defined centres, this task should include a survey and analysis of uses supported by photographs where appropriate. Review the appropriateness of the hierarchy identified in the UDP and the changes proposed in the 2004 RTP study including consideration of the position of each centre within the hierarchy and identification of those in decline where change needs to be managed.
- T4. Review relevant demographic, economic and commercial trends and forecasts; assess current and future challenges to Wirral's town centre, retail and commercial leisure offer from outside the Borough e.g. Liverpool One.

Baseline information collected as part of work area A should, where possible, be provided in electronic format which enables future monitoring and review. The successful consultant will have access to Mapinfo files which cover all the key town and traditional suburban centres (as defined in the UDP) and include digitized boundaries for all shop units.

B. Development of a Vision and Strategy for Town Centres, retailing and commercial leisure in Wirral

- T5 Informed by the findings of the baseline assessment, the study should develop a vision and strategy for town centres, retailing and commercial leisure in Wirral for 20 years from 2010. This should consider how Wirral can respond positively and proactively to any challenges, opportunities and threats identified as part of the baseline review. A key element of this part of the work should be the identification of a strategy for reducing the leakage of

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expenditure out of the Borough. The consultants should advise on the level of expenditure retention which would normally be expected in Wirral (by benchmarking the Borough against other areas in the UK with similar population and expenditure profiles) and set out a strategy for achieving it.

- T6 Identify the future capacity and potential for each centre (listed under Policies SH1 and SH2) to contribute to the delivery of the overall strategy – what the vision and objectives should be for each centre, how these should be achieved and what sectors of the retail leisure or other markets should be targeted. The study should consider, where appropriate, the scope for extending the primary shopping area (as defined in PPS6) and/or amending the shopping centre boundary as defined in the UDP and consider accessibility levels and address challenges and threats posed by the capacity of transport networks.

The Council is separately undertaking an employment land and premises study which will consider in broad terms the need for additional office development in the Borough. The Strategy will need to have regard to and align with the findings of the employment land and premises study, but additionally assess the capacity for accommodating future office development within the Borough's town centres.

The Council is also undertaking a review of its cultural services facilities, the findings of which will also be made available.

- T7 This should be supported by an assessment of the need and occupier demand for new floorspace for retail, leisure and office uses (including specialist roles) within the Borough, in line with the requirements of PPS6 taking account of both quantitative and qualitative considerations and:

- Existing and forecast population levels;
- Forecast expenditure for specific classes of goods to be sold, within the broad categories of comparison and convenience goods and for main leisure sectors; and
- Current and future market and economic trends and forecasts, assessing the sensitivity of forecasts and other inputs such as the impact of e-tailing and forecast increases in sales density over time and what can be achieved through the existing development pipeline.

The assessment should identify and test a range of scenarios reflecting alternative expenditure retention targets, population and housing growth strategies, having regard to emerging RSS and the impact of HMRI, possible Growth Point status and regeneration projects such as Wirral Waters.

C. Implementation Strategy

- T8 Prepare an implementation strategy which sets out how best to deliver the vision and strategy established under section B above. The study should identify appropriate realistic intervention measures for each centre taking

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account of transport implications, and put forward an appropriate strategy to deliver this.

- T9 Taking into account future town centre roles, the strategy should identify broad locations for future retail and commercial leisure development to be included in the Core Strategy, and also consider specific sites for inclusion in future retail, town centre and leisure site allocations DPD. In all cases regard should be had to the locational requirements of PPS6 i.e.

- Scale,
- The sequential approach to site selection,
- Impact on existing centres,
- Accessibility including by public transport, walking and cycling
- Physical regeneration benefits
- Net gains in employment, especially in deprived areas
- Economic growth impacts
- Social Inclusion impacts
- Parking impacts

However, consideration should also be given to whether town centre options need to be complemented by options in other locations to reflect wider regeneration objectives and/or to support the regeneration projects and priorities identified above. This could include the expansion of out of centre sites or identification of new locations, site assembly, or re-designation of sites allocated for other uses in the UDP. The strategy should also identify locations where deficiencies in the provision of local convenience shopping and other facilities need to be rectified and recommend measures for achieving this.

In all cases consideration must be given to the extent to which options match the proposed vision for the Borough's existing centres and they should be tested against their impact on future patterns of shopping and leisure. Recommendations should take into account knowledge of operator's trading patterns and their requirements for new stores in Wirral, together with the aspirations and future plans of key developers and landowners. This element of the work will also need to have regard to accessibility and transport provision implications and sources and availability of funding, where this is needed to secure implementation of any recommendations (for example site assembly).

5.0 Other Key Requirements

- 5.1 The successful tender will also need to ensure that the study will be informed by the following elements:

- Clear linkages are made with relevant strategies, policies and guidance. Examples of relevant strategies/policies are listed below and should be used where appropriate:
 - Policies in the Unitary Development Plan
 - Emerging Local Development Framework policies

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- RSS policies
- Sustainable Community Strategy
- Strategy for Inner Wirral
- Tourism Strategy for Wirral
- Investment Strategy
- Local Transport Plan and other transport strategies
- Any other relevant guidance.

Relevant background documents will include:

National Documents

PPS1
PPS6
PPG13
Research reports, statistics, etc

Regional Documents

RPG13 (ODPM, March 2003)
Draft RSS: The North West Plan (NWRA, January 2006)
RSS Annual Monitoring Reports (NWRA,)
RSS Report of the Panel (March 2007)
RSS Secretary of State's Proposed Changes (TBC, 2007)
NWRA Town Centre Assessment Study
Northern Way Growth Strategy
Regional Economic Strategy (NWDA, 2006)

Sub-Regional Documents

Merseyside Economic Review (for TMP (annual))
Liverpool City Region Development Programme (TMP)
Second Local Transport Plan for Merseyside 2006-2011

Wirral Documents

Unitary Development Plan for Wirral, adopted February 2000 (WBC)
Wirral Community Strategy Getting Better Together 2003-2013
Wirral Economic Regeneration Strategy 2001-2010
Strategy for Inner Wirral 2004-2014 (for WBC, date)
Employment for All: A Full Employment Strategy for Wirral (CES for WBC, October 2006)
Local Development Framework for Wirral – Annual Monitoring Reports (WBC, December 2005 and December 2006)
Local Development Framework for Wirral – Sustainability Appraisal Framework (WBC, July 2006)
Historical shopping survey data
Wirral Retail Strategy 2004 (Roger Tym & Partners)
Wirral Accessibility Action Plan
Wirral Cycling Action Plan

5.2 Key stakeholders will be taken to include:

- Department of Technical Services



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- Department of Regeneration
- Wirral Direct
- Wirral Investment Network (WIN)
- North West Regional Assembly (NWRA)
- Wirral Chamber of Commerce and other traders associations
- Birkenhead Town Centre Management
- Warner Estates
- Birkenhead Market
- Other traders Associations
- Peel Holdings
- Liverpool City Council
- Ellesmere Port & Neston Borough Council
- Chester City Council
- Merseytravel

6.0 OUTPUTS

- 6.1 The output of the study will be a written report plus tables, maps, plans and photographs providing a detailed strategy for town centres, retail and commercial leisure in the Borough.
- 6.2 The consultants appointed will be required to produce an Initial Report at the conclusion of each stage of the commission, followed by a Final Report at the completion of the contract.
- 6.3 The Final Report should be a comprehensive technical report containing details of the methodology used, the results obtained and the implications of the findings for the spatial strategy and land allocations to be contained within the forthcoming Local Development Framework.
- 6.4 The report should contain an Executive Summary in plain English. The consultant should include provision for four bound copies and one unbound copy of any final report, together with a copy on CD ROM, which should be MS Word compatible.
- 6.5 The geographical information (GIS) software used by the Council and into which the information would need to be transferred is MAPInfo (version 6 onwards). Consultants should confirm that their own GIS systems are compatible with Mapinfo.

7.0 COPYRIGHT

- 7.1 The copyright of any drawings, plans, maps, reports and other information resulting from the consultant's compliance with the brief and subsequent appointment shall rest with Wirral Council.

8.0 STEERING GROUP



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- 8.1 The Study will be co-coordinated by a Steering Group drawn from the Council's Corporate Services, Technical Services and Regeneration Departments.
- 8.2 The Steering Group will receive and sign off the initial reports to be produced at the conclusion of each stage of the study and the final report. The Steering Group will require a minimum of three full calendar weeks to consider a draft of the final report before a final report is formally submitted at the conclusion of the contract.
- 8.3 Responses should set out the provision that will be made for the ongoing involvement of the Steering Group during the period of this commission.

9.0 RESPONSES TO INVITATION

- 9.1 Responses to this invitation should set out clearly the consultants approach to the delivery of this brief and should contain the following information:
- The consultant's appreciation and understanding of the issues to be addressed;
 - A statement outlining how the objectives and the scope of the study will be met;
 - The survey methods to be used and the clear reasons why the type of method is being undertaken. The methodology must be compatible with other relevant studies;
 - Details of the project team and their CVs;
 - Details of the resources your firm will be using to produce this report, detailing the time and costs allocated to each person involved in the project (see pricing schedule at section 13);
 - Details of similar projects that have been undertaken together with contact details to allow references to be obtained;
 - Tenders should specify whether any of the project team has any conflicting interests which may prejudice their involvement in the project;
 - Confirmation of the services that your firm can provide from its in house resources and details of specialist consultants who will form part of your team (if any);
 - A detailed budget breakdown of all elements necessary to meet the requirements of the brief including charge out rates for additional work;
 - Details of your firms equal opportunity policy;
 - Details of your firm's commitment to quality management and whether or not you are ISO 9001 accredited; and
 - Details of your firm's professional indemnity insurance.
- 9.2 The tender submission should demonstrate that the necessary expertise is available within the company or should set out details of any subcontractors to be employed. In either case, the tender must include the names of all staff who will be working on the project, including details of qualifications, experience and daily charge-out rates. The submission must also indicate the total number of person-days to be spent on the task by each member of the team.

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- 9.3 Of particular importance is that the company should be familiar with and be able to work with the MapInfo GIS system, as much of the background data is held in this way.
- 9.4 The submission should include details of at least 2 examples of similar work already undertaken, including contact details for referees.

Optional expression of interest in provision of on-going retail and commercial leisure planning advice (to be tendered separately in due course)

- 9.5 As indicated in paragraph 2.11 above Roger Tym & Partners are providing on-going retail consultancy advice (on a retainer basis), to assist officers in the assessment of individual planning applications, respond to representations submitted through the development plan process and support officers at public inquiries. The current contract expires in August 2008
- 9.6 The Council intends to tender separately for a new contract for the provision of on-going consultancy advice. This would begin following the expiry of the current RTP contract in September 2008. It is intended that this commission would be on a retainer basis, to be renewed annually (following a satisfactory review of performance by the Council), for a maximum period of five years. Consultants bidding for this current study may wish to separately indicate (without obligation on either side) whether they would be interested in tendering for a future retained consultancy services contract.

10.0 PAYMENTS

- 10.1 Wirral Council will not be liable for any costs incurred in the preparation of responses to this Request for Consultation and will not be bound to accept the lowest or any quotation.
- 10.2 Payment of fees will be made following the satisfactory completion of the study. Provision for staged payments will be considered by agreement.

11. SELECTION

- 11.1 The evaluation of responses will be carried out during the week beginning 10th March 2008. Responses will be evaluated on a 60% technical and 40% financial basis. The technical assessment will be based on the following factors:

- Evidence of understanding of the brief;
- Past relevant experience of the company for similar work;
- The qualifications, experience and suitability of the project team;
- The robustness of the methodology proposed for each area of work;
- The provision to be made for consultation with key stakeholders and other consultees and the steering group;
- The provision to be made for data management and presentation; and
- Compliance with the corporate policies of the Council.

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- 11.2 The financial assessment will be based on value for money.
- 11.3 A shortlist will be compiled and successful respondents will be invited to a presentation and interview panel which will take place during the week beginning 17th March 2008. Respondents should ensure that the key personnel who will form part of the project team are available to attend.

12. TIMETABLE

- 12.1 The key dates envisaged for this project are outlined below. A relatively short time frame is envisaged:
- Invitation to quote - 12th February 2008
 - Submission of responses – by **Noon 7th March 2008**
 - Short listing of consultants – week beginning 10th March
 - Interview short listed consultants (if required) – week beginning 17th March 2008
 - Confirmation of retention of consultants – 21st March 2008
 - Proposed start date and inception meeting – week commencing 24th March 2008

 - Final Report - by 31st June 2008
- 12.2 Respondents are asked to provide an indicative timetable for undertaking the commission, noting that the Council will wish the Study to be substantially complete by the end of June 2008. Any difficulties with delivering the commission by the end of June 2008 should be outlined in the company's response.
- 12.3 The final detailed timetable for the delivery of this commission will be agreed with the Steering Group at the inception meeting.

PRICING SCHEDULE

13. PRICING SCHEDULE

13.1 Please insert below a summary of your cost breakdown against each of the items listed in Section 4 of this Request for Quotation alongside the days of work required in relation to the personnel who will be used to work on this Contract.

13.2 The maximum available budget for work areas A to C is £45,000, excluding VAT, inclusive of all expenses, disbursements etc.

	T1	T2	T3	T4	T5	T6	T7	T8	T9
Project Manager									
Daily rate (£):									
No of days:									
Senior Consultant									
Daily rate (£):									
No of days:									
Consultant									
Daily rate (£):									
No of days:									
Project Assistant									
Daily rate (£):									
No of days:									
Total Days for Each Task:									
Total Cost for Each Task (£):									

Total Fee (Work areas A to C): £

All costs must include all expenses. This will apply without exception.

Costs are required for monthly contract monitoring.

PRICING SCHEDULE

Upon quotation award, we may require the product/service pricing information (with images) to be provided in a "catalogue load template". The format is illustrated below. ***Please do not complete this now.*** Upon quotation award, an excel template will be emailed to your company for completion.

Category	Action	Supplier Item	Description	Unit	Unit Price	Currency	Thumbnail Image
<i>Product/Service Pricing Information to be provided under these categories.</i>							

With the implementation of the Authority's iProcurement system, all orders will be placed by email where practicable.

<p>Please confirm whether your company will be able to accept email orders:</p>	<p>Please Tick:-</p> <p>Yes: <input type="checkbox"/> No: <input type="checkbox"/></p>
<p>Please provide an email address where orders are to be sent:</p>	

STANDARD TERMS & CONDITIONS FOR SERVICES

1. For the purpose of these Conditions of Contract the following meanings shall apply:
 - a) "The Council's Officer" shall mean the Director for the time being of the Division of the Council for which the service shall be required and shall as regards to taking of any action or the giving of any order, instruction or notice by or on behalf of the Council include the Chief Executive for the time being of the Council;
 - b) "The Contractor" shall mean and include the company, body, person or persons and its or their successors, executors and administrators whose tender is accepted by the Council and in the case of joint Contractors shall be deemed to bind them jointly and severally;
 - c) "The Contract Documents" shall mean collectively the tender accepted by the Council (and all documents annexed to or referred to in the form of tender)
 - d) "The Council" shall mean the "Wirral Borough Council" and any statutory authority which may succeed to, or replace the Council in the exercise of its statutory functions.
2. The Contractor shall execute the service specified in the Contract Documents or in any order given by the Council's Officer in such manner and at the rates or prices respectively set out in the Contract Documents. The service shall be executed in accordance with this Agreement and at the Contractor's risk. The Contractor shall carry out his obligations described in the specification or contract proposals or other contract documents promptly and with reasonable care and skill and in line with Corporate Policy.
3. The rates or prices set out in the Contract Document are to be on a fixed price basis unless the Contract Documents provide otherwise and unless otherwise agreed no modifications or variations will be allowed during the period of validity of the Agreement.
4. All the goods supplied in the execution of the services shall be fit for purpose, of the standard specified and free from all defects.
5. At the time of the execution of the service the Contractor must furnish the Council's Officer with an advice or delivery note containing particulars of the service executed at the time. Should any costs be incurred by the Council in consequence of the neglect of the Contractor in this respect it shall be lawful for the Council to deduct and retain the amount of such costs from the amount of any monies due to the Contractor unless the Council shall exercise its right under Clause 6 or 7 hereof in which event the provisions of Clause 6 or 7 shall apply to such a breach.
6. The Council's Officer shall be at liberty to reject any work if the Contractor has not complied with all the provisions of Clause 2, 4 or 5 hereof.
7.
 - a) Without prejudice to all its other rights and remedies, the Council may terminate the Contract with immediate effect, or at its absolute discretion, on the expiry of written notice served upon the Contractor:-
 - i) If the Contractor has committed a material breach of the Contract, or
 - ii) If the Contractor has failed to comply with a notice served upon him by the Council requiring him either to conform in future with any provision of the Contract which he has broken or to remedy any breach of his obligations under the Contract within such period as may have been specified by the Council in the said notice, or
 - iii) If the Contractor suffers an execution to be levied on his goods, or if the Contractor consists of one or more individuals, any such individual dies or enters into a composition or arrangements for the benefit of his creditors or has a bankruptcy order made against him or, if the Contractor consists of a body corporate, the Contractor has an administrator or administrative receiver appointed or is the subject of a resolution or order for winding up.

b) The Contractor shall be liable forthwith to compensate the Council for any loss or damage it has sustained in consequence of any antecedent breaches of Contract by the Contractor and for any loss that the Council sustains as a consequence of such termination. The Council may deduct such damages or loss from any sums owing to the Contractor under the Contract.

c) The termination of the Contract is without prejudice to the rights, duties and liabilities of either party accrued prior to termination and either party shall be entitled to exercise any one or more of the rights and remedies given to it under the Contract which is capable of surviving the termination of the Contract.

8. The Council shall be entitled to cancel the Agreement and to recover from the Contractor the amount of any loss resulting from such cancellation if the Contractor shall have offered or agreed to give or given any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any such act in relation to the obtaining or execution of this Agreement or any other Agreement with the Council, or for showing or forbearing to show favour or disfavour to any person in relation to the Agreement or any other Agreement with the Council, or if the like acts shall be done by any person employed by the Contractor or acting on its behalf (whether with or without the knowledge of the Contractor) or if in relation to any contract with the Council the Contractor or any person employed by it or acting on its behalf shall have committed an offence under the Public Bodies Corrupt Practices Act 1889, or the Prevention of Corruption Acts 1906 and 1916 or any subsequent legislation enacted to replace these Acts, or shall have given any fee or reward the receipt of which is an offence under Section 117(2) and (3) of the Local Government Act 1972.

9. The Contractor shall not transfer or assign directly or indirectly or subcontract or underlet to any company partnership, incorporated, or unincorporated body, person or persons whatsoever this Agreement or any part thereof without the written consent of the Council's Officer and in the event of the Council's Officer giving any such consent as aforesaid (which shall be in his absolute discretion) the Contractor shall be responsible for all work done by such sub-contractor or sub-contractors and for such work being carried out under the same conditions as if executed by the Contractor and shall be responsible for the observance of the contract hereof by such sub-contractor or sub-contractors.

10. The Council does not bind itself to consider any tender or to accept the lowest tender or any tender at all and reserves the right to accept the whole or part or parts of any tender. The Council shall not be responsible for any costs incurred by the Contractors in preparing the tender.

11. Canvassing Members of the Council is prohibited.

12. Any notice or instruction to be served on or given or delivered by the Council to the Contractor shall be delivered at or sent through the post to the usual or last known address of the Contractor or to the Foreman or Agent of the Contractor and shall be deemed to have been received in the ordinary course of the post. All communications, advices of delivery and invoices from the Contractor in reference to the carrying out of the contract shall be sent to the Council's Officer.

13. In the event of any claim being made or action brought against the Council for infringement of patents in respect of goods supplied to the Council under this Agreement the Council shall immediately notify the Contractor and the Contractor shall be at liberty (with the assistance of the Council is required) at the expense of the Contractor to conduct all negotiations for the settlement of the same or any litigation that may arise. Subject to the notification stated above and provided that no such goods shall be used for any purpose other than for which the Contractor supplied the same the Contractor shall indemnify the Council in respect of any such claim.

14. Nothing in this Agreement shall be taken to prevent or restrict in any way whatsoever the rights of the Council to order a service of the same or a similar description to those specified in the Contract Documents from any other company, partnership, incorporated, or unincorporated body, or to execute or have executed on its behalf such service itself.

15. If the Contractor shall become bankrupt or insolvent or enter into liquidation whether compulsory or voluntary (except liquidation for the purpose of reconstruction) or shall suffer execution for debt in any Court of Law or shall propose any composition with creditors for the settlement of debts or shall enter into make or execute any Deed of Arrangement as defined by the Deeds of Arrangement Act 1914, or enter into the voluntary arrangement under Parts I and IX of the Insolvency Act 1986 or shall carry on or shall propose to carry on the business under an insolvency practitioner as defined by Section 388 of the Insolvency Act 1986 or shall commit any offence under the Insolvency Act 1986 the Council may require

the service to be executed and if this requisition is not satisfactorily complied with within seven days from the date of the Council's notice to that effect the Council may by notice in writing to the Contractor

and without prejudice to any other rights of the Council whether under this Agreement or otherwise rescind the contract whereupon this Agreement shall be at an end.

16a. All contractors for the supply of goods and services will uphold the principles of sustainable development and comply with all environmental legislation, to include but not be limited to the Environmental Protection Act 1990.

16b. The Council reserves the right to terminate any contract where a contractor is found to be in direct contravention of such principles and legislation.

16c. The Council maintains a list of prohibited environmentally damaging products which should not be used by contractors unless by prior agreement with the Council. Copies of the list of prohibited products are available upon request.

EQUALITY & NON DISCRIMINATION

17. In discharging its obligations under this Contract, the Contractor will comply with all applicable Acts of Parliament, Regulations, Orders, Directives, Statutory Guidance, Codes of Practice and Byelaws that are in force or may come into force during this Contract.

18. Without prejudice to, or limitation of, its obligations under Clause 17, the Contractor shall comply with the following requirements in discharging its obligations under this Contract.

- a) The Contractor shall not discriminate directly or indirectly against any person on the grounds of gender, marriage, sexuality, religion and belief, colour, race, nationality, national or ethnic origin, contrary to the Equal Pay Act 1970, the Sex Discrimination Act 1975 (as amended), the Race Relations Act 1976 (as amended), the Employment Equality (Religion or Belief) Regulations 2003 and any other relevant legal requirement applicable during this Contract.
- b) The Contractor shall not treat a person less favourably for a reason relating to that persons disability (as defined by the Disability Discrimination Act 1995) nor fail to comply with a duty under that Act to make reasonable adjustments in relation to the disabled person.
- c) The contractor shall ensure that it complies with the Commission for Racial Equality's Code of Practice in Employment, the Equal Opportunity Commission's Codes of Practice on Sex Discrimination and Equal Pay and the Disability Rights Commission's Code of Practice for the elimination of discrimination against disabled persons in the field of employment, together with any future Codes of Practice in respect of Equality Issues.
- d) The Contractor shall notify the Council as soon as it becomes aware of any complaint or proceedings against the Contractor alleging unlawful discrimination or any investigation of the Contractor's performance of this agreement. In the event of any such complaint, proceedings or investigation the Contractor will co-operate fully and promptly with the body undertaking the investigation or bringing the proceedings, and will indemnify the Council against all costs, charges and expenses (including legal and administrative expenses and any compensation that the Council is required to pay) arising out of such investigation of proceedings.
- e) The Contractor shall provide to the Council such information as the Council may reasonably request in respect of the impact of equality issues on the operation of the contract, and vice-versa.
- f) In the event that the Contractor subcontracts any of its obligations under this Contract it will impose obligations on its subcontractor that are substantially similar to those set out in this Clause.
- g) The Council reserves the right to require the Contractor, by written request, to remove any person involved in the performance of the Contract where in the Council's reasonable opinion such person is acting contrary to the requirements of this Clause.
- h) The Contractor will discharge its obligations under this Contract without infringing the human rights of any person, as defined by the Human Rights Act 1998.

19. The Contractor shall

- a) At all times provide the service in accordance with the council's commitment to equal access to services for all sections of the community.
- b) Make sure that no section of the community is denied access or receive a poorer service on the grounds of race, gender or disability.
- c) Establish adequate managerial and supervisory arrangements for staff to be made aware of and to comply with the council's service delivery objectives.
- d) Ensure that sufficient, instructed and competent staff are available to provide services to all sections of the community including those who do not speak English.
- e) If required, attend regular meetings with equal opportunities staff and local community groups to discuss the service and improvements to it.
- f) Provide any information regarding the delivery of services to ensure the council meets its statutory obligations under section 71 of the Race Relations Act 1976 as amended by the Race Relations (Amendment) Act 2000.
- g) Support and co-operate with council initiatives aimed at improving services (and/ or access to services) to different groups in the community.

20. The Contractor shall be liable for and shall indemnify the Council against any claim in respect of personal injury or death which arises out of the Contractor's performance of the Contract and which is due to the Contractor's negligent act or omission or breach of contract.

21. The Contractor shall be liable for and shall indemnify the Council against any economic loss or damage to the Council's property or any other person's property which arises out of the Contractor's performance of the Contract and which is due to the Contractor's negligent act or omission or breach of contract and for the purposes of this clause any act or omission of a sub-contractor shall be deemed to be that of the Contractor.

22.

a) The Contractor shall comply with all statutes, regulations and bylaws to be observed and performed in connection with the fulfilment of his obligations under the Contract and shall indemnify the Council accordingly against any loss or damage caused by non-compliance with the same.

b) Without prejudice to the generality of the foregoing, the Contractor shall comply with his obligations under the Health and Safety at Work Act 1974 and any regulations made thereunder, the Race Relations Act 1976, the Race Relations (Amendment) Act 2000, and the Disability Discrimination Act 1995 and any subsequent replacement or amending legislation.

c) It is a requirement that all contractors working in Council premises must identify hazards and carry out a risk assessment as required. As a minimum requirement, an adequate record of the assessment must be kept for the duration of the contract for all hazards identified.

23. The standard terms of payment will be 28 days from the date of invoice, unless otherwise agreed, which is subject to the Council's right to deduct from any sum due to the Contractor the amount of any loss which the Council has sustained as a consequence of any antecedent breach of contract by the Contractor. Notice of any amount withheld by the Council from sums due to the Contractor shall be given to the Contractor within 21 days of the Council's receipt of the invoice together with the reasons for withholding the amount.

24. The Contractor shall be entitled to terminate the Contract if:

- i) The Council has failed to comply with its obligations under Clause 23 above, and
- ii) The Contractor has served notice upon the Council by recorded delivery specifying the default and requiring the Council to pay the amount properly due to the Contractor within 21 days thereof and
- iii) The Council has not paid the amount properly due to the Contractor within the 21 days specified in the said notice.

25. The Contractor shall insure against his liability to the Council under clauses 20 and 21 above in the sum of at least £5 million in respect of any one occurrence or series of occurrences arising out of one event. The Contractor shall produce to the Council the relevant insurance policy or policies required under the Contract and the premium receipts as and when required by the Council.

26. The Contractor shall retain for production as required by the Council all accounts, vouchers and documents relating to the Contract until he has received notification from the appropriate officer of the Council that the accounts relating to the Contract have been audited by the Council.

27. The terms and conditions of the Contract as stated herein override any terms and conditions specified by the Contractor in submitting his tender.

28. The Contractor acknowledges that this Contract has not been entered into wholly or partly in reliance on any statement promise or representation made by or on behalf of the Council other than any statements promises or representations to which the Contractor has drawn attention in writing to the Council before the commencement of the Contract. Nothing in this clause will exclude any liability which the Council would otherwise have to the Contractor in respect of any statements made fraudulently.

29. If any sum payable under the Contract is not paid when due then without prejudice to a party's other rights and remedies under the Contract, that sum will bear interest from the due date until payment is made in full at 2% per annum over the base rate of the Council's bank at the date of this Contract.

30. Copyright in the materials produced for the Council by the Contractor in the performance of the Contract shall vest in the Council and the Contractor shall not reproduce or disseminate the said materials except with the prior written permission of the Council which shall not be unreasonably withheld.

31. Nothing in this Contract confers on any third party any benefit or any right to enforce any term of this Contract.

32. Throughout the duration of the Contract the Contractor shall be an independent contractor and not the employee of the Council. Subject to his obligations under the Contract, the Contractor shall determine the manner in which he performs the Contract.

33. The failure by the Council to enforce at any time or for any period any one or more of its rights or remedies under the Contract shall not be a waiver by it of its right at any time subsequently to do so on reasonable notice being given to the Contractor.

DECLARATION

I/We the undersigned, hereby quote to supply the goods/services detailed in this Request for Quotation and specification.

I certify that as far as I know, the information I have supplied is accurate.

I/We agree that this quotation shall remain open to be accepted or not by the Council for a period of six weeks from the closing date for the receipt of quotations.

I/We hereby offer to supply the goods/services at the respective prices quoted, (prices include carriage but will exclude VAT), at the date of delivery stated. This is in accordance with Wirral Borough Councils terms and conditions of contract. A copy of these may be obtained from: www.wirral.gov.uk/tendersandcontracts

I/We certify that I/We have not now or will in the future, canvassed or solicited any member, officer or employee of the council and any other companies in the group of which the council forms part, in connection with this quotation and that to the best of our knowledge and belief no person employed by me/us or acting on my/our behalf has done such an act.

The quotation submitted herewith is a bona fide tender intended to be competitive. We have not fixed or adjusted the amount of the quotation by or under or in accordance with any collusive agreement or arrangement with any other person.

NAME OF CONTACT:	
DESIGNATION:	
COMPANY NAME:	
ADDRESS (including postcode)	
TELEPHONE:	
FAX:	
EMAIL:	
PAYMENT TERMS:	
SIGNATURE:	
DATE:	

ORDER NO / REFERENCE NO: CSCP0813

COMPANY NAME:

DEPARTMENT / SECTION

Corporate Services Department**REQUEST FOR QUOTATION****LANDSCAPE CHARACTER ASSESSMENT AND VISUAL APPRAISAL****RETURN OF QUOTATION**

Quotation for	Landscape Character Assessment & Visual Appraisal
Quote No	CSCP0813
Closing date 12.00 noon	30th April 2008

Return Address:

**Forward Planning Section,
Strategic Development,
Corporate Services Department,
Town Hall, Brighton Street
Wallasey, Wirral
CH44 8ED**

CONTACTS

Your contact for this quotation is:	Andrew Fraser
Telephone:	0151 691 8218
Fax:	0151 691 8273
Email:	andrewfraser@wirral.gov.uk

BACKGROUND

1. INSTRUCTIONS FOR COMPLETION

- 1.1 Wirral Council is seeking to establish a robust evidence base to inform the preparation of a Core Strategy Development Plan Document and a series of Site Allocation Development Plan Documents in the emerging Local Development Framework for Wirral.
- 1.2 Quotations are, therefore, being invited for the supply of consultancy services to Wirral Council to carry out a Landscape Character Assessment and Visual Appraisal of the Metropolitan Borough of Wirral (The Study).
- 1.3 The Council envisages this arrangement to cover a six month period.
- 1.4 Please complete and submit the attached pricing schedule and declaration and submit a written statement of the other information required in this Request for Quotation.
- 1.5 Responses to this Request for Quotation should be returned by post, courier or by hand, in hard copy **in a plain envelope** bearing no name or mark that would indicate the identity of the sender, to be received at the Return Address set out above **no later than 12 Noon on 30th April 2008**.
- 1.5 Prices quoted are to exclude VAT.
- 1.6 Please advise of any additional costs.
- 1.7 A minimum of two hard copies of the response to the Request for Quotation are to be submitted of which 1 copy must be unbound in loose-leaf form to facilitate further reproduction as required. Please also include a Disk/CD version.

2. BACKGROUND

- 2.1 The Metropolitan Borough of Wirral lies between the Dee and Mersey Estuaries, to the north of Ellesmere Port and Neston. The total land area extends to 60 square miles (155 sq km). The Borough is home to approximately 311,200 people and provides approximately 96,400 jobs, principally in manufacturing (11%), construction (4%) and services (84%) including tourism (9%).
- 2.2 The underlying physical geography broadly comprises a series of sandstone ridges: in Wallasey; from Bidston Hill, through Noctorum to Storeton in the east; at Grange Hill, West Kirby; and running from Caldy, through Thurstaston to Heswall in the west, overlain by glacial till and boulder clay. Large areas in the north of the Borough comprise a low coastal plain protected against flooding from the sea.
- 2.3 Wirral's coast and countryside is a major asset in terms of the image of area, local quality of life and tourism promotion. Public consultation has demonstrated that these elements of local character and distinctiveness are highly valued.
- 2.4 Over half the Borough's land area is now classified as urban. There is a major metropolitan area to the east of the M53 Motorway, running from New Brighton to Eastham, along the Mersey coast; and a series of linked, mainly dormitory commuter settlements, in central Wirral and along the Dee coast, surrounded by open countryside. There are a number of smaller rural villages, principally associated with the historic agricultural land holding of the Leverhulme Estate. The majority of the remaining open land, outside the urban area, is

subject to national Green Belt controls and a large proportion is classified as high quality agricultural land. The majority of the coastline is of European significance for nature conservation.

3. LANDSCAPE DESIGNATIONS

- 3.1 The Borough lies within Character Area 58 – Merseyside Conurbation and Character Area 59 – Wirral, in the Countryside Commission's Countryside Character Map; Volume 2: North West (CCP536, 1998).
- 3.2 While Wirral does not have any national designations for scenic quality, such as National Parks, Areas of Outstanding Natural Beauty or Heritage Coast, the Unitary Development Plan for Wirral, adopted in February 2000, defines and designates four Areas of Special Landscape Value and three Areas Requiring Landscape Renewal. These designations were inherited from technical work carried out during the mid-to late 1970s as part of the preparation of the Merseyside Structure Plan 1980, based on a scoring system to identify the best and worst landscapes in Merseyside. A copy of the methodology used will be made available to the successful consultant.
- 3.3 While Wirral has not been subject to a comprehensive landscape assessment since the late 1970s, more up-to-date studies have been prepared for the adjoining areas including Cheshire County and the Mersey Forest Area.
- 3.4 Although not a contributing partner to the Mersey Forest Initiative, extensive woodland planting has been undertaken along either side of the M53 Motorway Corridor by the local Groundwork Trust and by the Forestry Commission, including the restoration of the former landfill sites at Bidston Moss and at Cross Lane, Wallasey.
- 3.5 An area of ancient woodland has been identified at Dibbinsdale Local Nature Reserve in Bromborough. The remnant heathlands at Heswall Dales and Thurstaston Common are of national importance for nature conservation.

4. HISTORIC LANDSCAPE CHARACTERISATION

- 4.1 Wirral's rural areas have been included in a recently completed historic landscape characterisation, undertaken by Cheshire County Council with the support of the Council, as part of a wider characterisation project for the adjoining Cheshire districts, supported by funding from English Heritage. Access to the detailed findings will be available to the consultants appointed.
- 4.2 Wirral's urban areas have also been included in a separate Merseyside Historic Characterisation Project, which has not yet fully reported. Information on current progress is available from Sites and Monuments Record Officer at Liverpool Museum. Any findings will, again, be made available to the successful consultant for this commission.
- 4.3 The Liverpool waterfront, on the opposite bank of the River Mersey, is designated as a World Heritage Site.

5. SPATIAL STRATEGY

- 5.1 The findings from The Study will be used to inform the future spatial strategy for the Borough for the next 20 years and the site-specific content of the emerging Local Development Framework.

- 5.2 The current development plan comprises the Regional Spatial Strategy for the North West (RPG13, March 2003) and the Unitary Development Plan for Wirral (February 2000). The Regional Spatial Strategy is under review and the Secretary of State's Proposed Changes are expected to be published in Spring 2008. An earlier partial review, which did not go on to formal adoption, included the consideration of a number of strategic (regional) views, which included the Mersey Estuary. The Unitary Development Plan will be replaced by the Development Plan Documents mentioned at paragraph 1.1.
- 5.3 The Council's existing strategies are based on the focussed delivery of regeneration within the existing urban area, especially within east Wirral, supported by a tight Green Belt boundary, which was formally established in the Merseyside Green Belt Local Plan in December 1983 and confirmed and extended in the Unitary Development Plan for Wirral adopted in February 2000. The Council has, therefore, for many years, largely relied upon infill development within the urban areas to meet local development needs.
- 5.4 The Government's national housing agenda, the new development plan system and the emerging Regional Spatial Strategy for the North West now point towards the need to consider and appraise alternative options for the future spatial strategy for the Borough. While there are no current proposals for land to be allocated for development outside the urban area, any future spatial strategy will need to be based on a fully informed, evidence-based approach to the capacity of the area to accommodate change, including additional development. The Council is, therefore, seeking to establish a robust technical framework that will enable decisions to be taken on the most sustainable pattern of future development.
- 5.5 The target date for the adoption of the Core Strategy Development Plan Document is October 2009, followed by the adoption of site-specific land allocation Development Plan Documents for housing, employment, town centres, retail and leisure by March 2011. These timetables will need to be reviewed to reflect the changes now proposed in the Planning Bill and in changes to national regulations.

6. DEVELOPMENT PROPOSALS

- 6.1 While this commission will principally be concerned with an assessment of the potential impact of change and new development on the open countryside, the Council also wishes to be able to assess the likely impact of development falling within the urban area, which may also have a significant impact on the overall landscape and visual appearance of the Borough.
- 6.2 The Council consulted on the content of the evidence base in April 2007. A number of sites (40) were suggested for consideration for development, a number of which (28) were located within the Green Belt. While the character assessment will be required to consider the Borough as a whole, the Council will also be seeking more detailed recommendations on the likely impact of potential development at each of these sites, were they to be taken forward as land allocations in the Local Development Framework. The inclusion of these sites in The Study will not be taken to be a commitment to take them forward for development.
- 6.3 In addition to these sites, a number of major developments, which are already at a more advanced stage, are being considered, including:
- **Woodside** – a proposal likely to include tall buildings in the area along the Birkenhead waterfront, adjacent to the Woodside Ferry Terminal, overlooking Liverpool – subject to a master plan approved by the Council in August 2005. An initial assessment of the potential

visual impact of any development at Woodside could be made available to the successful consultants

- **Wirral Waters** – a proposal for large scale, mixed-use development likely to include tall buildings in the docklands area in Birkenhead, between Bidston Dock (Wallasey Bridge Road) and Twelve Quays (Tower Road). An initial assessment of the potential visual impact of Wirral Waters could be made available to the successful consultants.
 - **West Kirby & Hoylake** – a package of proposals, subject to a master plan approved by the Council in November 2004, including the redevelopment of the sailing school at West Kirby Marine Lake; a new Golf Resort in the open land to the south and west of the railway in Hoylake; and a new visitor centre at Wirral Country Park, Thurstaston. An initial assessment of the potential visual impact of the Golf Resort could be made available to the successful consultants.
 - **New Brighton** – a proposal for the re-development of the waterfront at Kings Parade has already been granted outline planning consent. The re-development of the Floral Pavilion Theatre has already begun at Marine Promenade. Documents related to the planning application will be available to successful consultant.
- 6.4 There are also two large hospital complexes in the Green Belt, at Arrowe Park, Upton and at Clatterbridge, where proposals for development may have significant visual impacts.
- 6.5 Visual impact appraisals have also recently been completed as part of applications for a number of off-shore wind farms, two of which have already been constructed.

SPECIFICATION

7. SCOPE OF COMMISSION

7.1 The Council is inviting quotations to undertake a robust Borough-wide assessment of the landscape and visual environment in Wirral (The Study), to establish a landscape framework for the future spatial strategy for the Borough and to inform future decisions on land allocations for various types of development.

7.2 The Study will need to be prepared in accordance with best practice, such as that set out in Landscape Character Assessment Guidance for England and Scotland, published by the Countryside Agency & Scottish Natural Heritage and set out in Guidelines for Landscape and Visual Impact Assessment, published by the Landscape Institute and the Institute of Environmental Assessment.

7.3 The Study is expected to be divided into four stages:

Stage 1 - Desk study

Stage 2 - Field survey

Stage 3 - Classification and description

Stage 4 - Strategy and recommendations

7.4 Responses to this invitation will be expected to demonstrate how each of these stages will be tackled, how the completion of each stage will be reported and how the work undertaken will be capable of satisfying the tests of soundness for Development Plan Documents.

7.5 As part of this commission, the successful consultant will be required to provide the Council with:

MS1 A brief review of relevant national, regional and local policies, strategies and initiatives, with regard to landscape and the visual environment, together with their principal targets and objectives, in so far as they are relevant to Wirral.

MS2 A detailed, visual record of the Borough's landscape and visual resources, that will locate, identify, describe and record:

(i) key features such as land form, land cover, field patterns, boundary treatment;

(ii) landmark features, key view points and zones of visual influence; and

(iii) the boundaries to individual landscape units and areas of common landscape character.

MS3 A detailed assessment of the Borough's landscape and visual resources that will provide:

(i) an assessment of the factors that contribute to the distinctive characteristics of the Wirral landscape;

(ii) a written description of the Borough's landscape character, identifying individual landscape units and areas of common landscape character; the important features and characteristics of each area, including any landmark and/or visually intrusive features; the extent of views throughout and across each area; the quality and condition of the landscape and its ability to accommodate change; and

(iii) a summary of the main trends and/or threats affecting the development of the landscape in Wirral over time, including the potential impact of climate change.

- MS4** A strategy statement that will identify:
- (i) the strategy recommended for each landscape unit and area of common landscape character identified;
 - (ii) the areas most likely to be sensitive to harm from new development and how these areas could best be conserved and/or protected;
 - (iii) the areas most likely to need a focus on the improvement and/or restoration of the landscape and how these objectives could best be promoted;
 - (iv) any recommended conditions that will need to be imposed on the scale, design or location of new development within each area; and
 - (iv) the key indicators for monitoring change over time for each landscape unit and area of common landscape character identified.

- MS5** A series of more specific recommendations that will provide:
- (i) advice and guidance on the merits of pursuing local landscape designations in the context of both local circumstances and national policies;
 - (ii) advice and guidance on the merit, selection, amendment, deletion or addition of Areas of Special Landscape Value and Areas Requiring Landscape Renewal;
 - (iii) an assessment of the likely landscape and visual impact of emerging major development proposals and other sites that are likely to be promoted through the Local Development Framework; and
 - (iii) a framework for considering, appraising or scoring the likely landscape and visual impact of other development proposals which may emerge as the Local Development Framework proceeds that could be applied when site-specific proposals are being considered.

7.6 The visual record, assessment, strategy and recommendations should, wherever possible, be supported by appropriate photography, plans, maps, drawings and other illustrations.

7.7 Responses to this invitation should set out a detailed method statement for the delivery of each of the items identified above, alongside details of the costs, staff, and other resources that will be used to undertake this commission.

8. OTHER REQUIREMENTS

8.1 The Study will need to:

- (1) make recommendations that will endure for a period of 20 years from April 2010;
- (2) have regard to the emerging Regional Spatial Strategy for the North West;
- (3) take account of the policies and proposals of adjacent local authorities in Cheshire and Ellesmere Port and Neston;
- (4) be broadly consistent with similar studies being carried out by neighbouring authorities to allow meaningful cross-boundary comparisons;
- (5) be prepared in consultation with a range of local groups, landowners and with adjacent local authorities
- (6) where possible, draw on the findings of other studies being commissioned to inform the preparation of the Local Development Framework for Wirral.

8.2 Responses should demonstrate how each of these elements will be achieved and how and when the views of key stakeholders and other consultees will be obtained.

9. OUTPUTS

- 9.1 The principal output from The Study will be a written report and associated visual record setting out a landscape assessment and visual appraisal for the Metropolitan Borough of Wirral, a recommended landscape strategy and a series of site-specific recommendations on the level of protection to be given to identified areas to enable the Council to evaluate the likely impact of future development proposals on different areas of the Borough.
- 9.2 The consultants appointed will be expected to produce an Initial Report at the conclusion of each stage of the commission, followed by a Final Report at the completion of the contract.
- 9.3 The Final Report should be a comprehensive technical report, in plain English, containing details of the methodology used, the results obtained and the implications of the findings for the spatial strategy and land-use allocations to be contained within the emerging Local Development Framework.
- 9.4 The Final Report should, in particular, provide:
- a comprehensive baseline assessment, classification and description of the landscape and visual resources of the Borough, supported by a visual analysis and a digital photographic record;
 - a commentary on the condition, quality, significance and sensitivity of the landscape and visual resources of different areas of the Borough and the principal components of change;
 - a series of recommended options for a future strategy for the protection, conservation, enhancement and restoration of the landscape in different areas of the Borough, both through the Local Development Framework and through other initiatives that may be available to the Council;
 - a robust framework for appraising the likely future impact of potential site-specific land allocations and for selecting sites for development to minimise the harm to the Borough's landscape and visual resources;
 - a recommended monitoring framework; and
 - an Executive, non-technical Summary.
- 9.5 The successful consultant will be required to provide five bound copies and one unbound copy of the Final Report, together with a copy on CD ROM compatible with Microsoft Word format. Any supporting data should be provided in a format compatible with Microsoft Excel or Microsoft Access. A GIS capability, compatible with MapInfo format, will be an advantage.

OTHER DETAILS

10. CONTRACT DETAILS

- 10.1 This engagement will be governed by a contract between Wirral Council and the successful supplier. Wirral Council standard terms and conditions for the supply of services will prevail within this contract. The purpose of standard terms is to ensure that all contractors tender on an equal basis and enable the Council to properly compare the tenders, since they have all been submitted on the same basis. You should study the terms and conditions carefully before deciding to respond to this request for quotation and signing the declaration at the end of this document. Responses to this request for quotation which are not accompanied by a signed declaration will not be able to be considered for short listing.

11. COPYRIGHT

- 11.1 The copyright of any drawings, reports or any other information resulting from the consultant's compliance with the brief and subsequent appointment shall rest with Wirral Council.

12. STEERING GROUP

- 12.1 The Study will be co-ordinated by a Steering Group drawn from the Council's Corporate Services, Technical Services and Regeneration Departments.
- 12.2 The Steering Group will receive and sign off the Initial Reports to be produced at the conclusion of each stage of The Study and the Final Report. The Steering Group will require a minimum of three full calendar weeks to consider a draft of the Final Report before a Final Report is formally submitted at the conclusion of the contract.
- 12.3 Responses should set out the provision that will be made for the ongoing involvement of the Steering Group during the period of this commission.

13. BACKGROUND INFORMATION

- 13.1 Areas currently designated as Areas of Special Landscape Value and Areas Requiring Landscape Renewal are shown on the Unitary Development Plan for Wirral Proposals Map, which can be viewed through the Planning Portal at <http://www.planningportal.gov.uk/>.
- 13.2 Other relevant background documents will include:

European Documents

- European Landscape Convention (ETS No 176, 2000)
<http://conventions.coe.int/Treaty/en/Treaties/Html/176.htm>

National Documents

- PPS1 - Delivering Sustainable Development (ODPM, January 2005)
<http://www.communities.gov.uk/documents/planningandbuilding/pdf/147393>
- PPS2 – Green Belts (January 2005)
<http://www.communities.gov.uk/documents/planningandbuilding/pdf/155499>
- PPS7 – Sustainable Development in Rural Areas (ODPM, August 2004)
<http://www.communities.gov.uk/documents/planningandbuilding/pdf/147402>
- Landscape Character Assessment: Guidance for England and Scotland (TCA & SNH 2002)

<http://www.snh.org.uk/ww/sharinggoodpractice/CCI/ci/guidance/Downloads/LCAfull.pdf>

- Countryside Character of England (Volume 2 - North West)
http://www.countryside.gov.uk/Images/NorthWestIntro_tcm2-21076.pdf
- Countryside Character of England - Character Area 58 – Merseyside Conurbation
http://www.countryside.gov.uk/Images/JCA58_tcm2-21096.pdf
- Countryside Character of England - Character Area 59 - Wirral
http://www.countryside.gov.uk/Images/JCA59_tcm2-21097.pdf

Regional Documents

- Regional Planning Guidance for the North West (RPG13) (ODPM, March 2003)
<http://www.wirral.gov.uk/LGCL/100006/200074/856/rpg13.pdf>
- Submitted Draft Regional Spatial Strategy - The North West Plan (NWRA, January 2006)
http://www.nwra.gov.uk/downloads/documents/imported/rp_kMqZ_Submitted_Draft_Regional_Spati.pdf
- Submitted Draft Regional Spatial Strategy – The North West Plan - Technical Appendix - (NWRA, January 2006)
http://www.nwra.gov.uk/downloads/documents/imported/rp_QomV_Submitted_Draft_RS_S_-_Technica.pdf
- Draft Regional Spatial Strategy - Report of the Panel (March 2007)
http://www.gos.gov.uk/497468/docs/457370/2007_Panel_Report_Chapters.pdf
- Strategic Views Along the River Mersey – Final Report (NWRA, June 2003)
<http://www.nwra.gov.uk/downloads/documents/imported/961057706953.pdf>
- Strategic Views Along the River Mersey – Appendices (NWRA, June 2003)
<http://www.nwra.gov.uk/downloads/documents/imported/811057707158.pdf>

Sub-Regional Documents

- Merseyside Structure Plan – Report of Survey – Natural Resources – Chapter 8 – Landscape (Merseyside County Council, June 1979)
- Mersey Forest Plan (2001) http://www.merseyforest.org.uk/forest_plan
- Cheshire County Structure Plan Cheshire 2016 (December 2005)
http://www.cheshire.gov.uk/NR/rdonlyres/8346B6BC-7554-4F2D-8F49-AB53E5DAB425/0/Structure_Plan_Alteration_2016_publicheed.pdf
- Cheshire County Landscape Character Assessment and Strategy (Cheshire County Council, 1994)
- Ellesmere Port and Neston Local Plan (2002)
<http://www.epnbc.gov.uk/planning/ppp/PlanningServicesadoptedlocalplan.htm>
- Cheshire Historic Landscape Characterisation (Cheshire County Council & English Heritage, 2006) http://www.cheshire.gov.uk/NR/rdonlyres/E0A1B54B-2CBE-41C9-8B0E-6BFE6E533610/0/historic_landscape_brochure_web.pdf
- Merseyside Historic Characterisation Project (Liverpool Museum & English Heritage, 2007) <http://www.liverpoolmuseums.org.uk/mol/archaeology/mas/merseysidehistoriccharacterisationproject.asp>
- Mersey Estuary Management Plan (1995 and Update)
<http://www.merseybasin.org.uk/page.asp?id=2913>
- Dee Estuary Strategy Final Report (January 1996)

Wirral Documents

- Unitary Development Plan for Wirral, adopted February 2000 (WBC)
www.wirral.gov.uk/udp
- Local Development Framework for Wirral – Annual Monitoring Reports (WBC, December 2005, 2006 and 2007)
http://www.wirral.gov.uk/LGCL/100006/200074/856/content_0001673.html

- Pond Life Project The Status of Ponds in Wirral (JMU, October 1996)

13.3 Key stakeholders will be taken to include:

- Department of Corporate Services
- Department of Technical Services
- Department of Regeneration
- Ellesmere Port & Neston Borough Council
- Cheshire County Council
- Mersey Forest
- Groundwork Wirral
- Wirral Society (local CPRE)
- Wirral Green Belt Council
- County Landowners Association
- Lever Estates
- Vyner Estates
- National Farmers Union
- Forestry Commission
- Wirral Wildlife/Cheshire Wildlife
- National Trust
- Merseyside Environmental Advisory Service
- Mersey Basin Campaign
- Action Wirral Rivers
- The Mersey Partnership

13.4 The Council's digital mapping services, including the Unitary Development Plan and development site boundaries, are held in MapInfo format. Digital base maps can be provided to the successful consultant under the terms of the Council's license with Ordnance Survey.

13.4 Borough wide aerial photography is held by the Council in hard copy, in black and white from the early 1970s and in colour from 1989 to 1997. Digital aerial photography is held from 1997 onwards, the latest Borough-wide survey dating from 2005 (part) and 2006 (part).

13.5 The latest Phase 1 Habitat Survey for the Borough dates from 1985 and is held in hard copy only.

14. **RESPONSES TO INVITATION**

14.1 Responses to this invitation should set out clearly the consultant's approach to the delivery of this brief and should, contain the following information:

- The company's appreciation and understanding of the issues to be addressed;
- A statement outlining the company's proposals for each area of work, setting out how the objectives and the scope of the study will be met;
- An explanation of the methods to be used, at each stage, with clear reasons why the type of method is being undertaken;
- A detailed budget breakdown of all the elements necessary to meet the requirements of the brief;
- Details of the project team and their CVs, setting out their qualifications and past experience of similar work;
- A statement that each of the members of the project team does not have any conflicting interests which may prejudice their involvement in the project;
- Details of the resources your firm will be using, including details of the time and costs allocated to each person involved in the project, for each element of the work proposed (see the attached Pricing Schedule);
- Confirmation of the services that your firm can provide from its in house resources and details of any additional specialist consultants who will form part of your team;

- Details of similar projects that have been undertaken by the company, together with client contact details to allow references and copies of reports to be obtained;
- Details of your firm's equal opportunity policy;
- Details of your firm's commitment to quality management and whether or not you are ISO 9001 accredited; and
- Details of your firm's professional indemnity insurance;

15. PAYMENTS

- 15.1 Wirral Council will not be liable for any costs incurred in the preparation of responses to this Request for Quotation and will not be bound to accept the lowest or any quotation.
- 15.2 Payment of fees will be made following the satisfactory completion of The Study. Provision for stage payments will be considered by agreement, based on evidence of work completed.

16. SELECTION

- 16.1 The evaluation of responses will be carried out during the week beginning 5th May 2008. Responses will be evaluated on an 80% technical and 20% financial basis.
- 16.2 The technical assessment will be based on the following factors:
- Evidence of understanding of the brief;
 - The past relevant experience of the company for similar work;
 - The qualifications, experience and suitability of the project team;
 - The robustness of the methodology proposed;
 - The provision to be made for on-site survey work;
 - The provision to be made for consultation with external stakeholders, including cross boundary working and consultation;
 - The provision to be made for data management, recording and mapping; and
 - Compliance with the corporate policies of the Council.
- 16.3 The financial assessment will be based on value for money.
- 16.4 A shortlist will be compiled and successful respondents will be invited to a presentation and interview panel which will take place during 15th and 16th May 2008. Respondents should ensure that the key personnel who will form part of the project team are available to attend.

17. TIMETABLE

- 17.1 The key dates envisaged for this project are outlined below. A relatively short time frame is envisaged:
- Invitation to quote - 1st April 2008
 - Submission of responses – by noon on **Wednesday 30th April 2008**
 - Short listing of consultants – week beginning 5th May 2008
 - Interview short listed consultants (if required) 15th and 16th May 2008
 - Confirmation of retention of consultants – week beginning 19th May 2008
 - Proposed start date and inception meeting – week beginning 26th May 2008
 - Final Report – by Monday 1st December 2008
- 17.2 Respondents are asked to provide an indicative timetable for undertaking the commission. Any difficulties with delivering the commission within the timescale specified should be outlined in the company's response.

- 17.3 The final detailed timetable for the delivery of this commission will be agreed with the Steering Group at the inception meeting.

PRICING SCHEDULE

18. QUOTATION DETAILS

- 18.1 Please insert below a summary of your cost breakdown against each of the items listed in paragraph 7.5 of this Request for Quotation alongside the days of work required in relation to the personnel who will be used to work on this Contract.
- 18.2 The maximum available budget for this commission is £30,000, excluding VAT, inclusive of all expenses, disbursements etc.

	MS1	MS2	MS3	MS4	MS5	Totals
Project Manager						
Daily rate (£):						
No of days:						
Senior Consultant						
Daily rate (£):						
No of days:						
Consultant						
Daily rate (£):						
No of days:						
Project Assistant						
Daily rate (£):						
No of days:						
Total Days for Each Task:						
Total Cost for Each Task (£):						

Total Fee £

All costs must include all expenses. This will apply without exception.

Costs are required for monthly contract monitoring.

Upon quotation award, we may require the product/service pricing information (with images) to be provided in a "catalogue load template". The format is illustrated below. ***Please do not complete this now.*** Upon quotation award, an excel template will be emailed to your company for completion.

Category	Action	Supplier Item	Description	Unit	Unit Price	Currency	Thumbnail Image
<i>Product/Service Pricing Information to be provided under these categories.</i>							

With the implementation of the Authority's iProcurement system, all orders will be placed by email where practicable.

<p>Please confirm whether your company will be able to accept email orders:</p>	<p>Please Tick:-</p> <p>Yes: <input type="checkbox"/> No: <input type="checkbox"/></p>
<p>Please provide an email address where orders are to be sent:</p>	

STANDARD TERMS & CONDITIONS FOR SERVICES

For the purpose of these Conditions of Contract the following meanings shall apply:

- a) "The Council's Officer" shall mean the Director for the time being of the Division of the Council for which the service shall be required and shall as regards to taking of any action or the giving of any order, instruction or notice by or on behalf of the Council include the Chief Executive for the time being of the Council;
- b) "The Contractor" shall mean and include the company, body, person or persons and its or their successors, executors and administrators whose tender is accepted by the Council and in the case of joint Contractors shall be deemed to bind them jointly and severally;
- c) "The Contract Documents" shall mean collectively the tender accepted by the Council (and all documents annexed to or referred to in the form of tender).
- d) "The Council" shall mean the "Wirral Borough Council" and any statutory authority which may succeed to, or replace the Council in the exercise of its statutory functions.

2. The Contractor shall execute the service specified in the Contract Documents or in any order given by the Council's Officer in such manner and at the rates or prices respectively set out in the Contract Documents. The service shall be executed in accordance with this Agreement and at the Contractor's risk. The Contractor shall carry out his obligations described in the specification or contract proposals or other contract documents promptly and with reasonable care and skill and in line with Corporate Policy.

3. The rates or prices set out in the Contract Document are to be on a fixed price basis unless the Contract Documents provide otherwise and unless otherwise agreed no modifications or variations will be allowed during the period of validity of the Agreement.

4. All the goods supplied in the execution of the services shall be fit for purpose, of the standard specified and free from all defects.

5. At the time of the execution of the service the Contractor must furnish the Council's Officer with an advice or delivery note containing particulars of the service executed at the time. Should any costs be incurred by the Council in consequence of the neglect of the Contractor in this respect it shall be lawful for the Council to deduct and retain the amount of such costs from the amount of any monies due to the Contractor unless the Council shall exercise its right under Clause 6 or 7 hereof in which event the provisions of Clause 6 or 7 shall apply to such a breach.

6. The Council's Officer shall be at liberty to reject any work if the Contractor has not complied with all the provisions of Clause 2, 4 or 5 hereof.

7.

a) Without prejudice to all its other rights and remedies, the Council may terminate the Contract with immediate effect, or at its absolute discretion, on the expiry of written notice served upon the Contractor:-

i) If the Contractor has committed a material breach of the Contract, or

ii) If the Contractor has failed to comply with a notice served upon him by the Council requiring him either to conform in future with any provision of the Contract which he has broken or to remedy any breach of his obligations under the Contract within such period as may have been specified by the Council in the said notice, or

iii) If the Contractor suffers an execution to be levied on his goods, or if the Contractor consists of one or more individuals, any such individual dies or enters into a composition or arrangements for the benefit of his creditors or has a bankruptcy order made against him or, if the Contractor consists of a body corporate, the Contractor has an administrator or administrative receiver appointed or is the subject of a resolution or order for winding up.

b) The Contractor shall be liable forthwith to compensate the Council for any loss or damage it has sustained in consequence of any antecedent breaches of Contract by the Contractor and for any loss that the Council sustains as a consequence of such termination. The Council may deduct such damages or loss from any sums owing to the Contractor under the Contract.

c) The termination of the Contract is without prejudice to the rights, duties and liabilities of either party accrued prior to termination and either party shall be entitled to exercise any one or more of the rights and remedies given to it under the Contract which is capable of surviving the termination of the Contract.

8. The Council shall be entitled to cancel the Agreement and to recover from the Contractor the amount of any loss resulting from such cancellation if the Contractor shall have offered or agreed to give or given any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any such act in relation to the obtaining or execution of this Agreement or any other Agreement with the Council, or for showing or forbearing to show favour or disfavour to any person in relation to the Agreement or any other Agreement with the Council, or if the like acts shall be done by any person employed by the Contractor or acting on its behalf (whether with or without the knowledge of the Contractor) or if in relation to any contract with the Council the Contractor or any person employed by it or acting on its behalf shall have committed an offence under the Public Bodies Corrupt Practices Act 1889, or the Prevention of Corruption Acts 1906 and 1916 or any subsequent legislation enacted to replace these Acts, or shall have given any fee or reward the receipt of which is an offence under Section 117(2) and (3) of the Local Government Act 1972.

9. The Contractor shall not transfer or assign directly or indirectly or subcontract or underlet to any company partnership, incorporated, or unincorporated body, person or persons whatsoever this Agreement or any part thereof without the written consent of the Council's Officer and in the event of the Council's Officer giving any such consent as aforesaid (which shall be in his absolute discretion) the Contractor shall be responsible for all work done by such sub-contractor or sub-contractors and for such work being carried out under the same conditions as if executed by the Contractor and shall be responsible for the observance of the contract hereof by such sub-contractor or sub-contractors.

10. The Council does not bind itself to consider any tender or to accept the lowest tender or any tender at all and reserves the right to accept the whole or part or parts of any tender. The Council shall not be responsible for any costs incurred by the Contractors in preparing the tender.

11. Canvassing Members of the Council is prohibited.

12. Any notice or instruction to be served on or given or delivered by the Council to the Contractor shall be delivered at or sent through the post to the usual or last known address of the Contractor or to the Foreman or Agent of the Contractor and shall be deemed to have been received in the ordinary course of the post. All communications, advices of delivery and invoices from the Contractor in reference to the carrying out of the contract shall be sent to the Council's Officer.

13. In the event of any claim being made or action brought against the Council for infringement of patents in respect of goods supplied to the Council under this Agreement the Council shall immediately notify the Contractor and the Contractor shall be at liberty (with the assistance of the

Council is required) at the expense of the Contractor to conduct all negotiations for the settlement of the same or any litigation that may arise. Subject to the notification stated above and provided that no such goods shall be used for any purpose other than for which the Contractor supplied the same the Contractor shall indemnify the Council in respect of any such claim.

14. Nothing in this Agreement shall be taken to prevent or restrict in any way whatsoever the rights of the Council to order a service of the same or a similar description to those specified in the Contract Documents from any other company, partnership, incorporated, or unincorporated body, or to execute or have executed on its behalf such service itself.

15. If the Contractor shall become bankrupt or insolvent or enter into liquidation whether compulsory or voluntary (except liquidation for the purpose of reconstruction) or shall suffer execution for debt in any Court of Law or shall propose any composition with creditors for the settlement of debts or shall enter into make or execute any Deed of Arrangement as defined by the Deeds of Arrangement Act 1914, or enter into the voluntary arrangement under Parts I and IX of the Insolvency Act 1986 or shall carry on or shall propose to carry on the business under an insolvency practitioner as defined by Section 388 of the Insolvency Act 1986 or shall commit any offence under the Insolvency Act 1986 the Council may require the service to be executed and if this requisition is not satisfactorily complied with within seven days from the date of the Council's notice to that effect the Council may by notice in writing to the Contractor and without prejudice to any other rights of the Council whether under this Agreement or otherwise rescind the contract whereupon this Agreement shall be at an end.

16a. All contractors for the supply of goods and services will uphold the principles of sustainable development and comply with all environmental legislation, to include but not be limited to the Environmental Protection Act 1990.

16b. The Council reserves the right to terminate any contract where a contractor is found to be in direct contravention of such principles and legislation.

16c. The Council maintains a list of prohibited environmentally damaging products which should not be used by contractors unless by prior agreement with the Council. Copies of the list of prohibited products are available upon request.

EQUALITY & NON DISCRIMINATION

17. In discharging its obligations under this Contract, the Contractor will comply with all applicable Acts of Parliament, Regulations, Orders, Directives, Statutory Guidance, Codes of Practice and Byelaws that are in force or may come into force during this Contract.

18. Without prejudice to, or limitation of, its obligations under Clause 17, the Contractor shall comply with the following requirements in discharging its obligations under this Contract.

a) The Contractor shall not discriminate directly or indirectly against any person on the grounds of gender, marriage, sexuality, religion and belief, colour, race, nationality, national or ethnic origin, contrary to the Equal Pay Act 1970, the Sex Discrimination Act 1975 (as amended), the Race Relations Act 1976 (as amended), the Employment Equality (Religion or Belief) Regulations 2003 and any other relevant legal requirement applicable during this Contract.

b) The Contractor shall not treat a person less favourably for a reason relating to that persons disability (as defined by the Disability Discrimination Act 1995) nor fail to comply with a duty under that Act to make reasonable adjustments in relation to the disabled person.

c) The contractor shall ensure that it complies with the Commission for Racial Equality's Code of Practice in Employment, the Equal Opportunity Commission's Codes of Practice on Sex

Discrimination and Equal Pay and the Disability Rights Commission's Code of Practice for the elimination of discrimination against disabled persons in the field of employment, together with any future Codes of Practice in respect of Equality Issues.

d) The Contractor shall notify the Council as soon as it becomes aware of any complaint or proceedings against the Contractor alleging unlawful discrimination or any investigation of the Contractor's performance of this agreement. In the event of any such complaint, proceedings or investigation the Contractor will co-operate fully and promptly with the body undertaking the investigation or bringing the proceedings, and will indemnify the Council against all costs, charges and expenses (including legal and administrative expenses and any compensation that the Council is required to pay) arising out of such investigation of proceedings.

e) The Contractor shall provide to the Council such information as the Council may reasonably request in respect of the impact of equality issues on the operation of the contract, and vice-versa.

f) In the event that the Contractor subcontracts any of its obligations under this Contract it will impose obligations on its subcontractor that are substantially similar to those set out in this Clause.

g) The Council reserves the right to require the Contractor, by written request, to remove any person involved in the performance of the Contract where in the Council's reasonable opinion such person is acting contrary to the requirements of this Clause.

h) The Contractor will discharge its obligations under this Contract without infringing the human rights of any person, as defined by the Human Rights Act 1998.

19. The Contractor shall

a) At all times provide the service in accordance with the council's commitment to equal access to services for all sections of the community.

b) Make sure that no section of the community is denied access or receive a poorer service on the grounds of race, gender or disability.

c) Establish adequate managerial and supervisory arrangements for staff to be made aware of and to comply with the council's service delivery objectives.

d) Ensure that sufficient, instructed and competent staff are available to provide services to all sections of the community including those who do not speak English.

e) If required, attend regular meetings with equal opportunities staff and local community groups to discuss the service and improvements to it.

f) Provide any information regarding the delivery of services to ensure the council meets its statutory obligations under section 71 of the Race Relations Act 1976 as amended by the Race Relations (Amendment) Act 2000.

g) Support and co-operate with council initiatives aimed at improving services (and/ or access to services) to different groups in the community.

20. The Contractor shall be liable for and shall indemnify the Council against any claim in respect of personal injury or death which arises out of the Contractor's performance of the Contract and which is due to the Contractor's negligent act or omission or breach of contract.

21. The Contractor shall be liable for and shall indemnify the Council against any economic loss or damage to the Council's property or any other person's property which arises out of the

Contractor's performance of the Contract and which is due to the Contractor's negligent act or omission or breach of contract and for the purposes of this clause any act or omission of a sub-contractor shall be deemed to be that of the Contractor.

22.

a) The Contractor shall comply with all statutes, regulations and bylaws to be observed and performed in connection with the fulfilment of his obligations under the Contract and shall indemnify the Council accordingly against any loss or damage caused by non-compliance with the same.

b) Without prejudice to the generality of the foregoing, the Contractor shall comply with his obligations under the Health and Safety at Work Act 1974 and any regulations made thereunder, the Race Relations Act 1976, the Race Relations (Amendment) Act 2000, and the Disability Discrimination Act 1995 and any subsequent replacement or amending legislation.

c) It is a requirement that all contractors working in Council premises must identify hazards and carry out a risk assessment as required. As a minimum requirement, an adequate record of the assessment must be kept for the duration of the contract for all hazards identified.

23. The standard terms of payment will be 28 days from the date of invoice, unless otherwise agreed, which is subject to the Council's right to deduct from any sum due to the Contractor the amount of any loss which the Council has sustained as a consequence of any antecedent breach of contract by the Contractor. Notice of any amount withheld by the Council from sums due to the Contractor shall be given to the Contractor within 21 days of the Council's receipt of the invoice together with the reasons for withholding the amount.

24. The Contractor shall be entitled to terminate the Contract if:

- i) The Council has failed to comply with its obligations under Clause 23 above, and
- ii) The Contractor has served notice upon the Council by recorded delivery specifying the default and requiring the Council to pay the amount properly due to the Contractor within 21 days thereof and
- iii) The Council has not paid the amount properly due to the Contractor within the 21 days specified in the said notice.

25. The Contractor shall insure against his liability to the Council under clauses 20 and 21 above in the sum of at least £5 million in respect of any one occurrence or series of occurrences arising out of one event. The Contractor shall produce to the Council the relevant insurance policy or policies required under the Contract and the premium receipts as and when required by the Council.

26. The Contractor shall retain for production as required by the Council all accounts, vouchers and documents relating to the Contract until he has received notification from the appropriate officer of the Council that the accounts relating to the Contract have been audited by the Council.

27. The terms and conditions of the Contract as stated herein override any terms and conditions specified by the Contractor in submitting his tender.

28. The Contractor acknowledges that this Contract has not been entered into wholly or partly in reliance on any statement promise or representation made by or on behalf of the Council other than any statements promises or representations to which the Contractor has drawn attention in writing to the Council before the commencement of the Contract. Nothing in this clause will exclude any liability which the Council would otherwise have to the Contractor in respect of any statements made fraudulently.

29. If any sum payable under the Contract is not paid when due then without prejudice to a party's other rights and remedies under the Contract, that sum will bear interest from the due date until payment is made in full at 2% per annum over the base rate of the Council's bank at the date of this Contract.

30. Copyright in the materials produced for the Council by the Contractor in the performance of the Contract shall vest in the Council and the Contractor shall not reproduce or disseminate the said materials except with the prior written permission of the Council which shall not be unreasonably withheld.

31. Nothing in this Contract confers on any third party any benefit or any right to enforce any term of this Contract.

32. Throughout the duration of the Contract the Contractor shall be an independent contractor and not the employee of the Council. Subject to his obligations under the Contract, the Contractor shall determine the manner in which he performs the Contract.

33. The failure by the Council to enforce at any time or for any period any one or more of its rights or remedies under the Contract shall not be a waiver by it of its right at any time subsequently to do so on reasonable notice being given to the Contractor.

DECLARATION

I/We the undersigned, hereby quote to supply the goods/services detailed in this Request for Quotation and specification.

I certify that as far as I know, the information I have supplied is accurate.

I/We agree that this quotation shall remain open to be accepted or not by the Council for a period of six weeks from the closing date for the receipt of quotations.

I/We hereby offer to supply the goods/services at the respective prices quoted, (prices include carriage but will exclude VAT), at the date of delivery stated. This is in accordance with Wirral Borough Council's terms and conditions of contract. A copy of these may be obtained from: www.wirral.gov.uk/procinternet

I/We certify that I/We have not now or will in the future, canvassed or solicited any member, officer or employee of the Council and any other companies in the group of which the Council forms part, in connection with this quotation and that to the best of our knowledge and belief no person employed by me/us or acting on my/our behalf has done such an act.

The quotation submitted herewith is a bona fide tender intended to be competitive. We have not fixed or adjusted the amount of the quotation by or under or in accordance with any collusive agreement or arrangement with any other person.

NAME OF CONTACT:	
DESIGNATION:	
COMPANY NAME:	
ADDRESS (including postcode)	
TELEPHONE:	
FAX:	
EMAIL:	
PAYMENT TERMS:	
SIGNATURE:	
DATE:	

WIRRAL COUNCIL

REGENERATION AND PLANNING STRATEGY OVERVIEW AND SCRUTINY
COMMITTEE – 10th SEPTEMBER 2008

REPORT OF THE DEPUTY CHIEF EXECUTIVE/DIRECTOR OF CORPORATE SERVICES

APPOINTMENT OF CONSULTANTS TO SCOPE OUT IMPROVEMENT PROPOSALS TO HOYLAKE AND MEOLS PROMENADE

1. Executive Summary

- 1.1 The purpose of this report is to advise Members of action taken using delegated authority, to accept a tender submitted by consultants Scott Wilson in respect of the Hoylake & Meols Promenade Improvements Project.

2. Background

- 2.1 The successful return of the Open Golf Championship in July 2006 and its anticipated return in future years represents a major investment opportunity for the borough and is expected to act as a catalyst for the continued regeneration of Hoylake and West Kirby..
- 2.2 A Master Plan for the regeneration of Hoylake and West Kirby was approved by Cabinet in November 2004 and a number of short, medium and long term proposals were identified.
- 2.3 The Master Plan identified a programme of investment and improvements along North Parade and Meols Parade as a medium term priority. It is acknowledged that improvements will need to be appropriate, qualitative, and acceptable to the local community given the predominantly residential nature of this 1.7 mile stretch of promenade.

3. The Commission

- 3.1 It is recognised that in order to take advantage of any potential external funding opportunities, it is necessary to develop outline design proposals and cost estimates.
- 3.2 At its meeting in March 2007 [minute 283 refers], Cabinet gave its approval for officers to prepare a tender brief to commission consultants to undertake an initial scoping and design exercise. The commission will be at a cost of £40,000 and funded through the West Wirral Capital Programme 2007/08.
- 3.3 A project steering group was established to secure input from a range of appropriate disciplines and relevant Council Departments.
- 3.4 Invitations to tender were circulated to an approved list of five multi-disciplinary consultant firms in December 2007. All five responded quoting the following amounts:

No.	Consultant	Amount	Overall Score
1	Scott Wilson	£35,488	80%
2	Consultant B	£39,630	54%
3	Consultant C	£39,500	36%
4	Consultant D	£33,439	76%
5	Consultant E	£39,329	40%

3.5 Formal appraisal of the tenders was undertaken by a tender evaluation panel with tenders assessed against the following evaluation criteria:

- Best fit with the brief – 40%
- Overall quality of the proposal and best value to the Wirral Council – 40%
- Track record of delivering similar projects –20%

3.6 Whilst Scott Wilson's tender was not the lowest price, it scored highest in terms of the qualitative scoring framework and was felt to be the most advantageous proposal to the Council in delivering the aims of the brief. On the basis of this and cognisant of best value considerations, the panel was unanimous in selecting the bid submitted by Scott Wilson at the value of £35,488 excluding VAT.

3.7 Scott Wilson was formally commissioned to undertake this piece of work on February 29th 2008.

4. Financial and Staffing Implications

4.1 As indicated in paragraph 3.2 above, the cost of the commission will be met from the West Wirral Capital Programme 2007/08.

4.2 The co-ordination of this project requires a range of skills and a multi-departmental approach involving Officers from Corporate Services, Technical Services and Regeneration Department. This is being overseen by Officers from Corporate Services' Special Initiatives Team.

5. Equal Opportunities implications

5.1 There are no Equal Opportunities implications as a result of this report.

6. Human Rights implications

6.1 There are no Human Rights implications as a result of this report.

7. Local Agenda 21

7.1 There are no LA21 implications as a result of this report.

8. Local Member Support implications

8.1 This report has implications for Hoylake and Meols ward.

9. Background Papers

- 9.1 Background papers in relation to this report are held by the Special Initiatives Team in the Corporate Services Department.

10. Planning implications

- 10.1 Implementation of the project proposals identified within the report will eventually require planning permission and will be reported upon as and when they come forward.

11. Community Safety implications

- 11.1 There are no Community Safety implications as a result of this report.

12. Recommendations

- 12.1 That Members note the decision to accept the tender submitted by Scott Wilson under delegated authority, in respect of the Hoylake and Meols Promenade Improvement Project.

J. WILKIE

Deputy Chief Executive/Director of Corporate Services

This report has been prepared by Howard Mortimer of the Special Initiatives Team of the Corporate Services Department who can be contacted on 691 8139.

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WIRRAL COUNCIL

REGENERATION & PLANNING STRATEGY OVERVIEW & SCRUTINY COMMITTEE – 10 SEPTEMBER 2008

REPORT OF DIRECTOR OF TECHNICAL SERVICES

ACCEPTANCE OF TENDER - SUPPLY OF REPLACEMENT BUILDING & DEVELOPMENT CONTROL MANAGEMENT INFORMATION SYSTEM

1. EXECUTIVE SUMMARY

- 1.1 The purpose of this report is to inform Members, in accordance with the Approved Scheme of Delegation, of the acceptance of a tender for the supply of a Replacement Building & Development Control Management Information System.

2. REPORT

- 2.1. Following Wirral Council Contract Procedure Rules, European Procurement rules and with the assistance of the Corporate Procurement Unit, a tendering process has been undertaken for the supply of a replacement Building and Development Control Management Information System.
- 2.2 Following an earlier pre-qualification process in which 8 expressions of interest were initially received, 6 completed questionnaires were determined to be acceptable to proceed to the full tender stage.
- 2.3 Tender documents were sent out to these 6 software providers.
- 2.4 The tender evaluation panel comprising officers of planning, building control and IT, assisted by the Corporate Procurement Unit, agreed an evaluation model with a cost/quality ratio of 40/60%. The pricing element of the evaluation was based upon a total first year cost for the installation of identified modules plus a recurring annual maintenance charge. The initial contract commitment would be 3 years, optionally annually renewable thereafter up to a full term of 10years.
- 2.5 Six completed tenders were received from the following suppliers:

Plantech
Innogistic
Idox
Swift LG
Northgate
Civica

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- 2.6 Following evaluation by the panel of cost and quality, the most economically advantageous tender which has been accepted by the Director of Technical Services, under delegated authority is as follows.

Plantech Limited

With a combined price/quality score of 87% and an evaluation contract purchase price of £123,075 together with annual maintenance of £20,875.

The price is based upon a quoted notional number of users and third party licence arrangements. The price may vary when actual numbers are identified by the project plan, prior to installation.

- 2.7 The Initial contract period is for 3 years commencing upon completion of installation and satisfactory acceptance testing. The option exists to extend the contract annually up to a maximum of 10 years and consequent upon the payment of the annual maintenance charge.

3. FINANCIAL, VALUE FOR MONEY AND STAFFING IMPLICATIONS

- 3.1 It is the intention to replace the existing systems with a more functional and capable integrated solution. The department will benefit from the additional functionality and the opportunity to integrate the existing administrative teams. Reorganisation of the administrative processing tasks in a more efficient manner is expected to deliver significant economic benefits.
- 3.2 Provision for the purchase of the identified software is available from Planning Delivery Grant (PDG). Investment in innovation leading to improvement within the planning services through information technology is a stated objective of PDG.

4. EQUAL OPPORTUNITIES IMPLICATIONS

- 4.1 The tendering process for the provision of the replacement building and development control systems, fully embraces the Council's Equal Opportunities Policy.

5. PLANNING IMPLICATIONS

- 5.1 There are no planning implications, other than those effecting the administration of the process, directly arising as a result of this report.

6. COMMUNITY SAFETY IMPLICATIONS

- 6.1 The acquisition of a replacement Building and Development Control Management Information system will assist the Department of Technical Services to continue, wherever possible, to contribute to the provision of the highest standards of Public Safety.

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7. HUMAN RIGHTS IMPLICATIONS

- 7.1 As a consequence of the Human Rights Act, Local Authorities and other public bodies, together with selected partners and nominated contractors, will need to ensure that their decisions and procedures do not infringe convention rights. In some circumstances Local Authorities and their partners need to act positively, in order to protect those rights.

8. LOCAL AGENDA 21 IMPLICATIONS

- 8.1 The procurement of a replacement management information system will enable and promote agile working within the Development and Building Control sections.

9. ACCESS TO INFORMATION ACT

- 9.1 Exempt information has been used in the preparation of this report.

10. LOCAL MEMBER SUPPORT IMPLICATIONS

- 10.1 All wards throughout the Borough benefit equally from the provision of Building and Development Control services.

11. RECOMMENDATIONS

- 11.1 Committee is requested to note the decision to accept the tender submitted by Plantech Limited under delegated authority on the basis of it being the most economically advantageous when assessed in terms of cost and quality

DAVID GREEN, DIRECTOR
TECHNICAL SERVICES

This report has been prepared by Paul Grey, Assistant Director, Technical Services, who can be contacted on 606 2246

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