

Wirral Metropolitan Borough Council
INVITATION TO SUBMIT FINAL TENDERS (“ISFT”)

Wirral Growth Company- Property/Asset JV

IMPORTANT NOTICES

This Invitation To Submit Final Tenders (ISFT) has been prepared by Wirral Borough Council (of Hamilton Street, Birkenhead, CH41 6BU, UK) (“**the Authority**”) and is for use by those invited to bid for the Wirral Growth Company - Property/Asset JV, their professional advisers, and other parties essential to preparing the bid for the project and for no other purpose.

You are deemed to fully understand the process that the Authority is required to follow under relevant European and UK legislation, particularly in relation to public procurement rules.

Bidders' attention is drawn to the further notices set out in **Appendix 1 (Important Notices)** which form part of the conditions of participation in this procurement process.

KEY DEADLINES

5 p.m. Thursday 21st December 2017	Deadline for clarification questions from Bidders.
<u>10 a.m. Wednesday 3rd January 2018</u>	Deadline for submission of Final Tenders to be returned to Authority

1 INTRODUCTION

General

- 1.1 Thank you for participating in competitive dialogue in relation to the call for competition advertisement placed in the Official Journal of the European Union with reference number 2017/S 131-268762 and the addendum notice with reference number 302859-2017.
- 1.2 Two Bidders, including your organisation/consortium, have been invited to submit final tenders. This Invitation To Submit Final Tenders (ISFT) provides further details of the process.
- 1.3 It should be noted that the return deadline for Bidders' final responses to the ISFT is **10am Wednesday 3rd January 2018.**

Competitive Dialogue

- 1.4 This procurement is to achieve the selection of a provider to partner with the Authority to form a long term corporate joint venture property vehicle or partnership to secure the investment, skills and expertise to deliver Wirral's regeneration and Council asset transformation strategy ("the Project").
- 1.5 The Authority is procuring the Project using an approach similar to the Competitive Dialogue procedure (as described in Regulation 30 of the Public Contracts Regulations 2015 (as amended)), which provides the opportunity for a structured approach to procurement. The Authority reserves the right to deviate from the formalities of the Public Contracts Regulations 2015 (as amended) in conducting the competition due to the flexibilities permitted by the Concession Contracts Regulations 2016.
- 1.6 The ISFT aims to:
 - provide information to Bidders on the Project and the opportunities available;
 - set out clearly the Authority's requirements;
 - provide information on the Authority's approach to the competitive dialogue procurement process;
 - set out the deliverables required from Bidders at the final stage of the procurement; and
 - set out the evaluation criteria that the Authority will use to assess Bidders' Final Tender responses.
- 1.7 The issue of the ISFT is an invitation to Bidders to submit Final Tenders.
- 1.8 Details of the submission deadline for Final Tenders can be found in **Section 3** below.

- 1.9 The questions that Bidders are required to answer at the ISFT Submission stage are set out in **Appendix 2 (Quality Questions)** and **Appendix 4 (Financial Submissions)** to this document.
- 1.10 The evaluation criteria against which Final Tenders will be assessed and the evaluation methodology applied is provided in **Section 4** below.
- 1.11 Final Tenders should be based on the solution(s) presented and specified at the conclusion of the dialogue, contain all the elements required and necessary for the performance of the project and should meet all the Authority's requirements. **Final Tenders are expected to be final as there is limited opportunity to vary tenders after submission.** However, the Authority may request Bidders to clarify, specify or optimise their tender. Any activity which leads to changes to a Bid must not change the basic features and essential aspects of a Bid, the requirements of this ISFT or distort competition.
- 1.12 **Bidders are reminded to review all clarifications issued through the portal to ensure that clarification messages from the Authority are taken account of in their Final Tenders.**
- 1.13 Following the submission of Final Tenders, the Authority reserves the right to undertake a process to identify a Preferred Bidder that provides the most economically advantageous tender which the Authority is minded to appoint.
- 1.14 Prior to contract award decision, the Authority will have to obtain approval from Cabinet.
- 1.15 Following appointment of a Preferred Bidder the Authority reserves the right to utilise a further opportunity to negotiate to confirm commitments contained in the tender in order to finalise terms provided, again, that there are no substantial changes to the tender, the requirements of the procurement process and that this does not risk distorting competition or causing discrimination.
- 1.16 The Authority reserves the right to vary the selection procedure to support continued competition, avoid unnecessary bidding costs and adhere to subsequent technical or legal guidance.

2 NEEDS AND REQUIREMENTS FOR THE PROJECT

Overview

- 2.1 The Authority will require Bidders to provide responses to a Sample Scheme consisting of development proposals for priority Areas. In relation to Birkenhead, the Authority has included a requirement for Bidders to set out how the priority assets might form part of a more significant development programme, incorporating public sector sites and key land assembly targets in the area between Woodside and Birkenhead Park.

- 2.2 The Authority has a list of 32 sites (incorporating 49 assets) which are marked for potential development.
- 2.3 11 of these sites, in 5 priority Areas (Birkenhead, Moreton (including Foxfield), Bebington, Wallasey and Bromborough (MoD)) are shortlisted as priority sites.
- 2.4 Additional assets for either development or strategic acquisition in the Borough of Wirral and Merseyside may also be identified (there is also potential for assets to be removed from the list). The JV may be required to develop other sites acquired by the Authority (or the JV) in other locations in the UK.
- 2.5 The priority Areas for development, and the priority sites which fall within each Area, is set out below.

The Sample Schemes		
Ref.	Area	Sites (11)
1	Bebington	1) Bebington Town Hall Bebington Town Hall and annex
2	Birkenhead	2) Birkenhead Town Hall 3) Europa Boulevard site 1 Europa Boulevard site 2 Europa Boulevard site 3 (Price Street Car Park) 4) Hinson Street Car Park 5) Market Street Car Park 6) Treasury Building & Elgin Way Carpark, Sidney Street 7) Arrowe Hill School, Woodchurch
3	Wallasey	8) Town Hall North Annexe 9) Town Hall South Annexe
4	Bromborough Area	10) Former Ministry of Defence Site
5	Moreton	11) Moreton Complex (inc. Foxfield site)

- 2.6 The following documents are key to the Project:

- 2.6.1 **Procurement documentation**

- a) OJEU Concession Notice
- b) Memorandum of Information

2.6.2 Legal documentation

Principal legal documents	<ul style="list-style-type: none">a) Partnership Agreementb) Parent Company Guaranteec) Loan Note Instrumentsd) Security Agreementse) Option Agreement (in relation to each Site transferring into the LLP)f) Transfer / Leaseg) Development Management Agreementh) Pre-Construction Agreement, Development Agreement and Building/Construction Contract
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2.6.3 Commercial/other documentation

- (a) Asset documentation for 32 sites.

2.7 These documents are included in the Concession Documents available electronically through: <http://www.the-chest.org.uk> Please note there are electronic folders containing outline development briefs for the Bidders to access in respect of the five areas and sample sites.

3 TIMEFRAME AND PROCESS

Indicative Project Timeframe

3.1 The table below sets out the key dates in the procurement process.

TIMETABLE – PROPERTY JV PROCUREMENT	
Indicative Timeframe /Date	Stage
4th July 2017	Dispatch of the OJEU Notice by the Authority.
21 st August 2017	Deadline for SQ to be returned by Candidates to the Authority and review
31 st August 2017	Invitation to Participate in Dialogue (“ITPD”) issued by Authority to shortlisted Bidders
26 th October 2017	Deadline for submission of ITPD responses/outline solution tenders to be returned to the Authority
10 th November 2017	Commencement of second stage dialogue
w/c Monday 13 th November 2017	Invitation to Competitive Dialogue (“ITCD”) issued to two successful Bidders
8 th December 2017	Dialogue meetings end
11 th December 2017	ISFT issued to Bidders (accompanied by a Council response to the Bidders' table of proposed legal document changes).
5 p.m.Thursday 21st December 2017	Deadline for clarification questions from Bidders.
<u>10am Wednesday 3rd January 2018.</u>	Deadline for submission of Final Tenders to be returned to Authority
Monday 29 th January 2018	Authority contract award decision (approval by Cabinet)

At this stage, the timetable is subject to confirmation and the Authority reserves the right to amend this indicative timeframe as the project progresses.

Access to Sites

- 3.2 Sites are available for inspection. Prior to any visits / inspections taking place, the Bidder should contact the Authority with a request via "The Chest" to advise of the time and date a proposed visit will take place. The Authority will arrange for a representative independent of the process, where appropriate to be available for access / directional support. The Authority will advise the bidder of any restrictions to their request with a reply via "The Chest".
- 3.3 Any questions arising from the Site visits should be managed through either the Chest or the formal "Dialogue" communications where a formal record will be maintained.
- 3.4 The Authority would encourage the use of E. resources such as Google Maps, Google Street View and other respective Street Map sites to gain an initial view of the listed locations.

ISFT Submission

- 3.5 When the ISFT submission is returned to the Authority, Bidders should present their responses as per the instructions below.
 - All responses should be in English, text submitted in A4, with a font size of no less than 10 and any financial references should be in Pounds Sterling.
 - Completed responses should be signed by a partner or director of the Bidder (and, in the case of a Consortium, by a partner or director of each member).
 - Bidders are required to submit completed responses in electronic format only and submitted via <http://www.the-chest.org.uk>
 - The Authority reserves the right, at its discretion, to reject Bids delivered after the date and time specified. Please see **Appendix 1 (Important Notices)**.
 - The Authority reserves the right, at its discretion, to request clarifications in writing or further relevant information from any bidder after the submission of responses.

Ongoing Questions

- 3.6 Any queries arising from this ISFT and the Concession Documents provided which may have a bearing on the ISFT submissions to be made by Bidders should be raised.
- 3.7 All queries in relation to this procurement must be made via the clarifications process through <http://www.the-chest.org.uk>. The Authority reserves the right not to respond to clarifications submitted after the deadline stated in the timetable above.

- 3.8 Where the Authority considers that questions are material to the procurement process and the fullest understanding of its objectives, these questions and their subsequent replies will be disseminated to all Bidders. The Authority will keep confidential all information relating to its dialogue in relation to Bidders' proposals and will not share this information with any other Bidder.
- 3.9 Bidders should note, in relation to all responses to questions that the Authority and its advisers offer no guarantee that such information in response to questions will be made available at this stage and are not warranting the accuracy of any responses.

Confidentiality and Freedom of Information

- 3.10 The Authority acknowledges the need during the competitive dialogue to treat Bidder's solutions confidentially. If during the process any questions asked of or information provided to the Authority is considered by the Bidder to be confidential, the request must be clearly marked "in confidence – not to be circulated to other Bidders" and Bidders must set out the reason(s) for the request for non-disclosure to other Bidders.
- 3.11 The Authority will consider such requests and will act reasonably as regards the protection of commercially sensitive information relating to the Bidders but will have sole discretion as to such disclosure, subject to complying with the Authority's duties under the Freedom of Information Act (2000) and the Environmental Information Regulations (2004).

Return of Certificates

- 3.12 The Authority requires Bidders to make certain undertakings if they wish to remain in the competition. These undertakings include signing the following documents, which must be completed and submitted by uploading electronically via <http://www.the-chest.org.uk> at the ISFT submission stage. Copies of the certificates are provided in **Appendix 7**
- Certificate of Non-Canvassing
 - Certificate of Non-Collusive Tendering

4 EVALUATION

This section sets out the evaluation criteria and selection process against which Final Tenders will be assessed.

At Final Tender stage, Bidders will be required to respond to each of the questions set out in **Appendix 2 (Quality Questions)** and complete in full the requirements in **Appendix 4 (Financial Submission)**.

4.1 Compliance

4.1.1 Prior to carrying out the detailed scoring of Bids, an assessment of the Bidders' responses to the Bid deliverables at each stage of the procurement will be made to ensure that sufficient information at the required standard has been provided as requested. Bids which are substantially incomplete or which are non-compliant with the requirements set out in the ISFT may be rejected.

4.1.2 The Authority reserves the right to call for information from Bidders to amplify and clarify their Bid responses.

4.2 Evaluation Methodology

4.2.1 Following compliance checks, each Bid will be evaluated and scored against the evaluation criteria and weightings set out in this Section below and Bidders ranked in line with their scores.

4.3 Evaluation Criteria and Weightings

4.3.1 The evaluation criteria and weightings that will be applied by the Authority for the Final Tender evaluation of the competitive dialogue procedure are shown in **Table 1** below.

4.3.2 The detailed evaluation criteria (and sub-criteria) and weightings that will be applied by the Authority when evaluating the Final Tender are shown in **Table 2** below.

4.3.3 The Financial Evaluation approach, methodology and sub-criteria are shown in (**Appendix 3 and Appendix 4**).

4.4 Scoring

4.4.1 The scoring of Bids will be based on a detailed analysis of the responses in for criteria in accordance with the methodology below.

Quality Criteria

4.4.2 In relation to the Quality criteria (and sub-criteria), each question will be scored in application of the following scoring scale:

SCORING SCALE	
Score	Commentary
0	Very weak or no answer
1	Weak – well below expectations
2	Poor - well below expectations
3	Poor - below expectations
4	Satisfactory but slightly below expectations
5	Meets expectations
6	Slightly exceeds expectations
7	Good - well above expectations
8	Very good
9	Outstanding
10	Exceptional

- 4.4.3 In applying the scoring scale, each Bid will be evaluated according to its quality and deliverability. The term ‘quality’ in this context refers to performance and fitness for purpose of the proposal and therefore covers any aspect of a submission that affects the performance of the contract. ‘Deliverability’ refers to the likelihood that all aspects of a particular submission could in fact be delivered by the Bidder concerned.

Legal Evaluation Criteria

- 4.4.4 The Council required Bidders to provide comments on the legal documentation for the Wirral Growth Company as an Interim Legal Submission by 17 November 2017 at 5.00 p.m. via the Chest.
- 4.4.5 Bidders were required to organise their comments and suggested changes into the following three categories:
1. Most Important: key issues/priorities/substantial drafting changes;
 2. Areas for improvement/changes which are preferred but are not significant enough to fall within (1); and
 3. Minor issues/insignificant drafting changes/process or routine issues
- 4.4.6 Bidders' responses were required to set out their clear contractual position in respect of each issue raised.
- 4.4.7 The Authority has considered the Interim Legal Submission and will send to each Bidder a Position Statement setting out the Authority's position

on the acceptability or otherwise of the Bidder's Interim Legal Submission (informed and updated by the negotiations held in dialogue meetings).

- 4.4.8 **Bidders are required to provide a subsequent legal response as part of their final tender submission in the form of mark ups of the legal documents. These mark ups which must comply with the Authority's requirements as set out in the Position Statement due to be sent to each Bidder. The Authority reserves the right to reject a tender which does not comply with the Position Statement.**

Bid back items to note

- 4.4.9 Bidders should note that the following bid back items are required as part of your mark-up response:

- Partnership Agreement – clause 7.6.4; bid back in terms of contribution required; and
- Loan Note Instrument – Definition of "Interest Rate".

- 4.4.10 Bidders should note the legal evaluation methodology below, to be applied at ISFT stage.

- 4.4.11 Evaluation of all proposed amendments to the legal documents consisting of:

- (i) Partnership Agreement
- (ii) Parent Company Guarantee
- (iii) Loan Note Instruments
- (iv) Security Agreements
- (v) Option Agreement
- (vi) Transfer / Lease
- (vii) Development Management Agreement
- (viii) Pre-Construction Agreement, Development Agreement and Building/Construction Contract

shall take into account the overall impact of a number of factors including:

- (ix) the degree of acceptance of the terms of the contractual documents and where amendments are made to the terms, whether the allocation of risk in respect of the project is beneficial or detrimental to the Authority; and
- (x) where proposals and commitments are put forward in respect of the contractual documents whether it is beneficial or detrimental to the Authority.

- 4.4.12 The assessment of the contractual documents will be given a raw score of between zero and ten, this raw score will then be applied to the weighting for the Legal Criteria.

- 4.4.13 Amendments, proposals and commitments will be evaluated and allocated a score by reference to the degree to which such provisions conform to the provisions of the contract and the risk allocation reflected therein as well the overall benefit or detriment of the overall response.
- 4.4.14 The Authority will apply a lower score to those Bidders which include amendments, proposals and commitments which vary the position of the parties as set out in the contracts and either increases the risk or detriment to the Authority or decreases the risk to the contractor or which varies the position in another way unsatisfactory to the Authority. A Bidder's score may result from a single amendment or a combination of amendments.
- 4.4.15 In relation to the Legal Evaluation Criteria, each question will be scored in application of the following scoring scale:

SCORING SCALE	
Score	Commentary
0	Very weak
1	Weak
2	Poor - well below expectations
3	Poor - below expectations
4	Satisfactory but slightly below expectations
5	Meets expectations
6	Slightly exceeds expectations
7	Good - well above expectations
8	Very good
9	Outstanding
10	Exceptional

Price (financial model) Criteria

- 4.4.16 The Price criteria will be scored as detailed in **Appendix 3 (Price Criteria Evaluation Methodology)**.

Table 1: Evaluation Criteria and Weightings for the various Competitive Dialogue Stages

Quality: Financial Split	No.	Criteria	Weighting for Final Tender Evaluation (ISFT Stage)
Quality: 70%	1	Partnering	6 %
	2	Joint Venture Business Plan	12 %
	3	Development Programme Delivery	18%
	4	Market Responsiveness	8%
	5	Sample Scheme Development Proposals	41%
	6	Leisure	1%
	7	Asset Management	4 %
	8	Social Value	8 %
	9	Legal & Commercial	2 %
Financial: 30%	10	Financial Proposals	100 %

Table 2: Detailed Criteria and Weightings for ISFT Submissions Evaluation

Quality: Financial Split	No.	Criteria	Criteria Weighting	Level 1 Sub-Criteria	Evaluation	Level 1 Sub-Criteria Weighting
Quality: 70%	1	Partnering	6%	Q.1.1 Joint Venture Leadership Management and Partnership Working	Scored 0-10	3%
				Q.1.2 Joint Venture Resourcing	Scored 0-10	3%
	2	Joint Venture Business Plan	12%	Q.2.1 Phased Development Plan & Cash Flow Assumptions	Scored 0-10	12%
	3	Development Programme Delivery	18%	Q.3.1 Supply-Chain Selection, Co-ordination and Management	Scored 0-10	4%
				Q.3.2 Project, Development and Construction Project Management	Scored 0-10	3%
				Q.3.3 Strategic Estates Commercial Consultancy Services	Scored 0-10	4%
				Q. 3.4 Strategic Estates Residential Consultancy Services	Scored 0-10	5%
				Q.3.5 Construction Health and Safety Approach and Measures	Scored 0-10	2%
	4	Market Responsiveness	8%	Q.4.1 Regeneration Design and Market Responsiveness in relation to mixed use in residential and commercial areas	Scored 0-10	4%
				Q.4.2 Regeneration Design and Market Responsiveness in relation to industrial areas and developments	Scored 0-10	4%
	5	Sample Scheme Development Proposals	41%	Q.5.1 Bebington Area Outline Master-Plan and Development Design	Scored 0-10	5%
				Q.5.2 Part A -Birkenhead Town Centre Site Outline Master-Plan and Development Design	Scored 0-10	5%
				Q 5.2 Part B – Strategic Birkenhead Town Centre Outline Master-Plan and Development Design.	Scored 0 - 10	4%
				Q.5.3 Wallasey - Outline Master-Plan and Development Design	Scored 0-10	6%
				Q.5.4 Bromborough Area Outline Master-Plan and Development Design	Scored 0-10	5%
				Q.5.5 Moreton (including Foxfield) Area Outline Master-Plan and Development Design	Scored 0-10	6%
				Q.5.6 Sample Scheme Stakeholder Engagement and Communication	Scored 0-10	4%
				Q.5.7 Continuing Engagement	Scored 0-10	2%
				Q.5.8 Construction Programme Plans	Scored 0-10	2%
Q.5.9 Completion Sales, Leasing and Marketing	Scored 0-10	2%				

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	6	Leisure	1%	Q 6.1 Leisure	Scored 0-10	1%
	7	Asset Management	4%	Q.7.1 Residential Estate Asset Management	Scored 0-10	2%
				Q.7.2 Commercial Estate Asset Management	Scored 0-10	2%
	8	Social Value	8%	Q.8.1 Social Value Proposal	Scored 0-10	8%
	9	Legal & Commercial	2%	Q.9.1 Acceptance of Contract documentation	Scored 0-10	2%
			Total: 100%			
Financial: 30%	10	Financial Proposals	30%	Financial proposal	Scored 0-10	30%
			Total: 100%			

APPENDIX 1

IMPORTANT NOTICES

5 CONFIDENTIALITY

- 5.1 The procurement process may involve the Authority providing Confidential Information to the Bidders. The Bidders shall at all times:
 - 5.1.1 treat all Confidential Information as confidential;
 - 5.1.2 not disclose, copy, reproduce, distribute or pass the Confidential Information to any other person at any time;
 - 5.1.3 not use the Confidential Information for any purpose other than for the purposes of making (or deciding whether to make) a Bid in relation to the Project ("Bid"); and
 - 5.1.4 comply with the provisions of paragraph 6 below (which contains restrictions on publicity activity within any section of the media or similar)
- 5.2 Bidders shall ensure that, if it is a Consortium, each Consortium Member who receives any of the Information is made aware of, and complies with, the confidentiality obligations in this section.
- 5.3 Bidders may disclose, distribute or pass the Confidential Information to another person (including, but not limited to, for example, employees, consultants, subcontractors or advisers, the Bidder's insurers or the Bidder's funders) if either:
 - 5.3.1 this is done for the sole purpose of enabling a Bid to be made and the person receiving the Confidential Information undertakes in writing to keep the Information confidential on the same terms as set out in this ISFT; or
 - 5.3.2 the Bidder obtains the prior written consent of the Authority in relation to such disclosure, distribution or passing of the Information
- 5.4 The Authority may disclose detailed information relating to Bids to the Authority's members, directors, officers, employees, agents or advisers and they may make the key Bid documents available for private inspection by the Authority's members, directors, officers, employees, agents or advisers.
- 5.5 The Authority also reserves the right to disseminate Information that is materially relevant to all Bidders (even in the event that the Information has only been requested by one Bidder), subject to the duty to protect any Bidder's commercial confidence in its Bid. It is the responsibility of the Bidder to avoid such disclosure by stating in writing to the Authority that the request is clearly marked "Commercial in confidence - not to be circulated to other Bidders" and the Bidder must set out a proper and relevant reason or reasons for the request for non-disclosure to other Bidders.
- 5.6 The Authority reserves the right to:

- 5.6.1 provide general information about the successful SQ submissions to unsuccessful applicants in order to provide debriefing information in accordance with principles under EU procurement rules;
 - 5.6.2 provide information about successful Bid(s) to unsuccessful Bidders as part of debriefing obligations under Regulation 40 of the Concession Contracts Regulations 2016 (including but not limited to the financial or price score of the successful Bid(s));
 - 5.6.3 provide information about the winning tender to unsuccessful Bidders as part of debriefing obligations during the standstill period in accordance with Regulation 47 of the Concession Contracts Regulations 2016 (including but not limited to the financial or price score of the successful tender);
 - 5.6.4 publish information in the Official Journal of the European Union (OJEU) in accordance with Regulation 32 Concession Contracts Regulations 2016 concerning any contract awarded (including but not limited to the value of any contract awarded).
- 5.7 The Authority will act reasonably as regards the protection of commercially sensitive information relating to the Bidder, subject to the Authority's duties under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (see below).

6 FREEDOM OF INFORMATION ACT 2000 AND ENVIRONMENTAL INFORMATION REGULATIONS 2004

- 6.1 The Authority is subject to the requirements of the Freedom of Information Act 2000 (the "Act") and the Environmental Information Regulations 2004 ("EIR"). Accordingly, all information submitted to it may need to be disclosed by the Authority in response to a request under either the Act or the EIR (a "Request").
- 6.2 In making any submission during this procurement process, each Bidder acknowledges and accepts that information contained therein may be disclosed by the Authority under the Act or EIR without consulting the Bidder, although the Authority will endeavour to consult with the Bidder and consider its views before doing so.
- 6.3 If Bidders consider that any information made available to the Authority is commercially sensitive, they should identify it and explain (in broad terms) what harm may result from disclosure, and the time period applicable to that sensitivity. Even where information made available to the Authority is marked commercially sensitive, the Authority shall be entitled (acting in its sole discretion) to disclose it pursuant to a Request. Please also note that information marked "confidential" or equivalent by Bidders does not bind the Authority to any duty of confidence by virtue of that marking.
- 6.4 Exemptions to disclosure pursuant to a Request do exist and the Authority reserves the right to determine (acting in its sole discretion) whether there is any available exemption and whether to disclose any information made available to it by Bidders pursuant to any Request. If you are unsure as to the Authority's

obligations under the Act or EIR regarding the disclosure of sensitive information please seek independent legal advice.

7 CONFLICTS

- 7.1 The Authority requires all actual or potential conflicts of interest to be declared and resolved to the Authority's satisfaction prior to the delivery of a Bidder's ISFT Bid submission. Failure to declare such conflicts (including new conflicts which may arise during the competition) and/or failure to address such conflicts to the reasonable satisfaction of the Authority could result in a Bidder being disqualified at the sole discretion of the Authority.

8 CANVASSING AND NON-COLLUSION

- 8.1 The Authority reserves the right to disqualify (without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Bidder or Consortium Member (as the case maybe) may attract) any Bidder or Consortium Member who (or its directors or any other person who has powers of representation, decision or control of the Bidder or Consortium Member), in connection with this ISFT:

- 8.1.1 offers any inducement, fee or reward to any member or officer of the Authority or any person acting as an adviser for the Authority in connection with this ISFT;
- 8.1.2 does anything which would constitute the offence of within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906, where the offence relates to active corruption;
- 8.1.3 does anything which would constitute the offence of bribery, where the offence relates to active corruption;
- 8.1.4 does anything which would constitute bribery within the meaning of section 1 or 6 of the Bribery Act 2010;
- 8.1.5 canvasses any member or officer of the Authority or any person acting as an adviser for the Authority in connection with this ISFT;
- 8.1.6 contacts any officer of the Authority prior to financial close about any aspect of the ISFT in a manner not permitted by this ISFT (including without limitation contact for the purposes of discussing the possible transfer to the employment of the Bidder of such officer);
- 8.1.7 fixes or adjusts the amount of his Bid by or in accordance with any agreement or arrangement with any other Bidder or Consortium Member of any other Bidder (other than its own Consortium Members or supply chain);
- 8.1.8 enters into any agreement or arrangement with any other Bidder (or Consortium Member of any other Bidder) to the effect that it shall refrain from making a Bid or as to the amount of any Bid to be submitted;
- 8.1.9 causes or induces any person to enter such agreement as is mentioned in either paragraph 8.1.7 or 8.1.8 or to inform the Bidder (or a Consortium

Member of the Bidder) of the amount or approximate amount of any rival Bid;

- 8.1.10 canvasses any person connected with this ISFT who is not one of its own Consortium Members or one of its own team;
- 8.1.11 offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Bid (or proposed Bid) any act or omission;
- 8.1.12 communicates to any person other than the Authority the amount or approximate amount of his proposed Bid (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a Bid);
- 8.1.13 enters into any agreement with any other Bidder (or a Consortium Member of any other Bidder) aimed at distorting the outcome of the competition;
- 8.1.14 undertakes to unduly influence the decision-making process of the Authority; or
- 8.1.15 undertakes to obtain confidential information that could confer upon an undue advantage in the award of the contract.

8.2 Bidders will be required to complete and submit certificates of non-collusion and non-canvassing at the Final Tender submission stage.

9 INTELLECTUAL PROPERTY

- 9.1 This ISFT (and all Procurement Documents) may not be reproduced, copied or stored in any medium without the prior written consent of the Authority except in relation to the preparation of a Bid.
- 9.2 All documentation supplied by the Authority in relation to this ISFT (and all Procurement Documents) is and shall remain the property of the Authority and must be returned on demand, without any copies being retained. Bidders are not authorised to copy, reproduce, or distribute the information in the Procurement Documents at any time except as is necessary to produce a Bid.

10 PUBLICITY

- 10.1 Bidders shall not undertake (or permit to be undertaken) at any time, whether at this stage or after financial close, any publicity activity with any section of the media in relation to the Project other than with the prior written agreement of the Authority. Such agreement shall extend to the content of any publicity. In this paragraph the word "media" includes (but without limitation) radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media.

11 LIABILITY OF THE AUTHORITY AND ITS ADVISERS

- 11.1 In the Concession Documents, "the Authority" includes all or any of the Authority and its members, officers and Advisers, and the directors, officers, members, partners, employees, other staff, agents or advisers of any such body or person.
- 11.2 The Concession Documents have been prepared by and on behalf of the Authority for the purposes of:
- 11.2.1 providing an application procedure for individuals or organisations interested in tendering for the Project; and
- 11.2.2 to assist persons interested in tendering for the Project role in making their own evaluation of the potential opportunity
- 11.3 The Concession Documents are intended only to provide a background explanation of the Project and are not intended to form the basis of any decision on whether to enter into any contractual relationship with the Authority. The Concession Documents do not purport to have been independently verified. The Concession Documents should not be relied on as an investment recommendation of the Project made by the Authority to the potential contractor.
- 11.4 The Authority and its Advisers:
- 11.4.1 do not make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the Concession Documents provided. Any persons considering entering into a contractual relationship with the Authority should make their own investigations and independent assessment of the Authority and its requirements for this scheme and should seek their own professional technical, financial and legal advice; and
- 11.4.2 exclude all liability for any loss or damage (whether caused by contract, tort (including negligence), misrepresentation or otherwise) (other than in respect of fraud or fraudulent misrepresentation or personal injury or death) in relation to the Concession Documents and/or arising as a result of reliance on the information in the Concession Documents or any subsequent information made available to Bidders. Any and all liability is expressly excluded to the maximum extent permissible by law.
- 11.5 Only the express terms of any written contract relating to the Project (as and when it is executed) shall have any contractual effect in connection with this Project.
- 11.6 The publication of the Concession Documents in no way commits the Authority to award any contract to deliver the Project. The Authority reserves the right to vary or change all or any part of the procedures for the procurement process at any time or not to proceed with the procurement.
- 11.7 For the purposes of the procurement, all Advisers referred to in this document are acting exclusively as the advisers to the Authority and will not be responsible or owe any duty of care to anyone other than the Authority.

12 PROVISION OF FURTHER INFORMATION TO BIDDERS PRIOR TO MAKING A BID

- 12.1 The Authority is relying on the information provided by Bidders during the procurement process (including but not limited to Bids and SQ submissions). If, at any time during this procurement process there are any material changes to that information, the Bidder must advise the Authority as soon as practicable (even if this is prior to the submission of a Bid). Upon receipt of such information, the Authority shall be entitled to revisit the selection and/or evaluation of the Bidder and exclude the Bidder if necessary, as a result of that process.

13 BIDDING PROCESS AND COSTS

- 13.1 The Authority reserves the right at any time:
- 13.1.1 to require a Bidder and/or its Consortium Members to clarify their Bid(s) in writing and/or provide additional information (failure to respond adequately may result in a Bidder not being successful); and/or
 - 13.1.2 to reduce the number of Bidders in the procurement process
 - 13.1.3 to amend the terms and conditions of the procurement process;
 - 13.1.4 not to consider Bids other than those specified;
 - 13.1.5 to negotiate with one or more of the Bidders during the competitive dialogue to obtain arrangements which best meet its requirements;
 - 13.1.6 to issue amendments or modifications to the ISFT;
 - 13.1.7 to alter the timetable to contract award;
 - 13.1.8 to cancel or withdraw from the tender process at any stage; and
 - 13.1.9 not to award a contract.
- 13.2 All Bidders are solely responsible for their costs and expenses incurred in connection with the preparation and submission of Bids and participation in this and all future stages of this procurement. Under no circumstances will the Authority be liable for any costs or expenses borne by Bidders or any of its supply chain, partners or advisers in this procurement process.

14 THE AUTHORITY'S RIGHT TO REJECT BIDS

- 14.1 The Authority reserves the right to reject or disqualify a Bidder and/or any of its Consortium Members at any time during the procurement procedure where:
- 14.1.1 a Bid is submitted late, is completed incorrectly, is materially incomplete or fails to meet the Authority's submission requirements which have been notified to the relevant Bidder;
 - 14.1.2 the Bidder and/or any of its Consortium Members are unable to satisfy the terms of Regulation 38(8) to 38(25) of the Concession Contracts Regulations 2016 at any stage during the tender process;
 - 14.1.3 the Bidder and/or its Consortium Members are guilty of material misrepresentation in relation to its application and/or the process (including but not limited to the SQ selection stage of the competition);

- 14.1.4 the Bidder and/or its Consortium Members contravene any of the terms and conditions of this ISFT; or
- 14.1.5 there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder and/or its Consortium Members.
- 14.2 The disqualification of a Bidder will not prejudice any other civil remedy available to the Authority and will not prejudice any criminal liability that such conduct by a Bidder may attract.
- 14.3 The Authority reserves the right to require Bidders at any moment during the procurement procedure to submit all or any of the supporting documents (or to supplement or clarify certificates received) where it is necessary to ensure the proper conduct of the procurement procedure for the purposes of:
 - 14.3.1 establishing the absence of grounds for exclusions under Regulation 38 (8) to 38(25) of the Concession Contracts Regulations 2016; and/or
 - 14.3.2 establishing whether the Bidder meets (or continues to meet) the relevant SQ selection criteria relating to economic and financial standing; and/or technical and professional ability; and/or
 - 14.3.3 establishing whether the Bidder fulfils (or continues to fulfil) the rules and criteria for reducing the number of Bidders being invited to the Competitive Dialogue tender stages of the competition.
- 14.4 Furthermore, before awarding the contract, the Authority reserves the right to require the Preferred Bidder to submit up-to-date supporting documents (or to supplement or clarify certificates received) for the purposes of:
 - 14.4.1 establishing the absence of grounds for exclusions under Regulation 38 (8) to 38 (25) of the Concession Contracts Regulations 2016; and/or
 - 14.4.2 establishing the continued fulfilment of the SQ stage selection criteria and requirements (including where relevant the continued possession or attainment of quality assurance standards and environmental management standards (or evidence of their equivalents)).

15 BIDDER CHANGES TO CONSORTIUM MEMBERSHIP

- 15.1 The Consortium Members of any Bidder and the principal relationships between Consortium Members may not be changed in relation to this procurement process unless the Authority's prior consent has been given, and subject to:
 - 15.1.1 any replacement Consortium Member being satisfactorily pre-qualified by the Authority; and
 - 15.1.2 any other condition which the Authority may specify having been met.
- 15.2 The Authority reserves the right, at its absolute discretion, to refuse to allow any change in the Consortium Members of any Bidder and/or the principal relationships between Consortium Members.

- 15.3 The Authority reserves the right, at its absolute discretion, not to consider any Bid where there is a change in the Consortium Members of any Bidder and/or the principal relationships between Consortium Members.

16 GOVERNING LAW

- 16.1 All negotiations will be conducted, and all documents and Bids will be prepared, in the English language. The negotiations and all subsequent contracts negotiated will be subject to English law and the exclusive jurisdiction of the English courts.

17 ACCEPTANCE OF BIDS

- 17.1 Bidders are reminded that no offer or Bid is deemed accepted until the relevant contractual documents have been duly signed on behalf of the Authority, the successful Bidder and all other relevant parties and declared unconditional. No dialogue or communication with the Authority, whether prior to or after the commencement of the ISFT stage, up to and including any notification of the Preferred Bidder award decision commencing the standstill period, shall imply acceptance of any offer or constitute an indication that the Bidder will be awarded the contract.
- 17.2 Please note that only the express terms of any written contract which is finally agreed between the Authority and the successful Bidder and which is duly declared unconditional shall have any contractual effect.

APPENDIX 2

QUALITY QUESTIONS BIDDERS ARE REQUIRED TO ANSWER AT THE ISFT SUBMISSION STAGE

1. PARTNERING

Criteria 1 – Partnering 3%
Q.1.1 – Joint Venture Leadership Management and Partnership Working (Scored 0-10)
<p>Clear accountability and key personnel availability are key criteria for a successful partnership working for the Authority.</p> <p>Please outline your leadership and management structure including proposed JV Board Directors and the senior management team responsible for operating the JV.</p> <p>The key points of contact, and roles and responsibilities for individuals proposed (including an Organogram and CVs of key personnel setting out their relevant experience) should be included as part of your response.</p> <p>The Authority is seeking a JV partner that will deal with issues in a proactive and responsive manner with a single point of contact for operational delivery and accountability. The response should outline timescales for the JV partner's response on issues and the JV partner's prioritisation methods. Should issues arise during the joint venture please outline your lines of escalation and availability which demonstrate accountability and commitment to resolving issues.</p> <p><i>CVs and an Organogram can be appended and will not be counted towards the word limit. CVs should be no longer than 1 page A4 per person.</i></p>

Criteria 1 – Partnering 3%
Q.1.2 – Joint Venture Resourcing (Scored 0-10)
<p>The JV staffing and resource plan should be submitted to set out the staffing and resourcing to be provided by the Partner; resource that would have to be externally sourced through the Partner's supply chain. This may involve both specific resources to be put in place as well as resourcing methodology and approach to secure support to meet the needs of the JV.</p> <p>The resource plan for the JV should seek to demonstrate that the Partner has a proposal with robust capacity, competency and management structures to deliver the range of projects services and objectives as defined below whilst being balanced with efficiency and adaptability in meeting demand.</p> <p>The resource plan should address the following range of services and objectives:</p> <ul style="list-style-type: none">• strategic estates review and development planning;• architectural and place-making design;• sustainability & environmental consultancy;• town and country planning;• supply-chain procurement;• project management;• development and construction management function;• finance and treasury management;• marketing, lettings and sales; and• asset management and FM services• a focus on how to resource the Woodside waterfront development and Moreton (including Foxfield)

2. JOINT VENTURE BUSINESS PLAN

Criteria 2 Joint Venture Business Plan 12%
<p>Q.2.1 Phased Development Plan & Cash Flow Assumptions (Scored 0-10)</p> <p>The Authority has identified 32 sites incorporating 49+ assets available to be utilised for development for the first phase programme, including 11 priority development sites within 5 priority development areas. These sites include the 5 priority development areas for the Sample Scheme consisting of (Birkenhead, Moreton (including Foxfield), Bebington, Wallasey and Bromborough (MoD)).</p> <p>Additional sites may be acquired and for example the Authority is also looking at how it can redevelop and regenerate the New Ferry area following the recent explosion.</p> <p>Bidders are required to provide a Phased Development Plan broken down into the short term, medium term and long term completion of the area development projects, utilising assets in so far as they aid the development of the 11 sites, in order to balance the financial affordability, deliverability and sustainability of the programme of developments and incorporating the sites through their Partnership Business Plan. The plan may include drawing down sites from the full portfolio of 32 sites incorporating 49+ assets to develop in parallel with the 11 priority sites to achieve this balance. The inclusion of the additional sites will be considered to the extent that they impact on the development plan for the 11 priority sites. This plan should demonstrate effective sequencing of the sites to successfully maximise development potential.</p> <p>The Phased Development Plan should also include an explanation of your approach to:</p> <ul style="list-style-type: none"> • Balancing maximising construction development value and construction development output over the duration of the partnership including the market indicators and factors that would influence your choice of timing of the sequence of development of specific areas and sites; • How the phasing of developing the 11 priority sites (and additional sites to the extent that they impact on the development plan) contributes to increased overall values within your strategy. In particular, your proposals for Birkenhead should demonstrate how the initial development interventions will ultimately contribute to a more significant regeneration of the town; • Achieving financing and sales efficiencies in the development areas and site sequencing across the full portfolio; • Integrating more commercially challenging (or more difficult to develop) areas and sites into the programme as early as possible in a deliverable and financially sustainable way; and • Achieving the Authority's objectives and priorities in terms of the following factors: <ul style="list-style-type: none"> ○ Secure local economic growth in line with the Wirral Growth Company Growth Prospectus. ○ Make a positive contribution towards delivery of the Asset Transformation Programme. ○ Contribute to ensuring that businesses encouraged to invest in the Wirral have access to property that meets their needs and delivers business rate growth. ○ Better utilise the Authority's assets to drive socio economic change to secure a sustainable future for the benefit of the community. ○ Maximise the Authority's financial return from the disposal of its land and property assets, with a preference to generate secure revenue income streams. ○ Positively contribute towards the Authority's Medium/Long Term Financial Strategy (LTFS). ○ Improve the environment. ○ Comply with its obligation to obtain best consideration reasonably obtainable on a disposal of its land. ○ To ensure and encourage additional private sector investment, capacity and capability is enabled to support the broad regeneration objectives of the Authority <p>The Phased Development Plan should also be accompanied by a completed financial document with cash-flow assumptions to illustrate the basic coherence, deliverability and viability of cash-flows in the site sequence approach and strategy.</p>

Evaluation approach

The Bidder is required to submit a phased development business plan in relation to the 11 priority development sites that seeks to address the objectives set out by the Authority.

The business plan should demonstrate Bidders' broad approach to the delivery of the Authority's objectives and priorities and describes a funding strategy that supports this delivery.

The Bidder will be required to demonstrate transparency and value for money – particularly in respect of procuring any internal and external resources, both initially and during the life of the JV. Bidders need to identify clear procedures to ensure best value for the JV in procuring its supply chain.

3. DEVELOPMENT PROGRAMME DELIVERY

Criteria 3 – Development Programme Delivery 4%
Q.3.1 – Supply-Chain Selection, Co-ordination and Management (Scored 0-10)
<p>The partnership will involve delivering construction at multiple sites over the duration of the joint venture.</p> <p>Please provide details of how you will appoint, manage and co-ordinate the construction supply-chain to deliver development across the sites that will demonstrate:</p> <ul style="list-style-type: none">• Processes for effective needs assessment and planning of supply-chain requirements for the range of sites and facilities to be delivered;• High quality standards in the contractors and suppliers appointed for site developments and across the development programme;• Efficiencies in your procurement approach to deliver initial and ongoing value for money for each site development and across the development programme;• Effective monitoring, reporting and management of supply-chain performance and quality assurance;• Effective programme and project cost control;• Processes in place to ensure supply-chain resilience and contingency measures; and• Communications, logistics and management processes to be able to effectively co-ordinate the supply-chain to deliver the site programmes to timetable.

Criteria 3 - Development Programme Delivery 3%
Q.3.2 – Project, Development and Construction Project Management (Scored 0-10)
<p>The development and construction phases of areas will require the Partner to provide effective project management to plan for and deliver the new developments. This should demonstrate day to day accountability for programme and on-site process for scheme progress and managing project risks.</p> <p>Please outline your processes and procedures that your day-to-day project manager will put in place to keep the Authority informed on a regular basis.</p> <p>Should issues arise during the construction stages please outline your lines of escalation and availability which demonstrate accountability and commitment to resolving issues.</p> <p>Your response provided should seek to demonstrate:</p> <ul style="list-style-type: none">• proactive approach to managing delivery and issues arising;• manage day to day operational delivery effectively; and• reporting systems and client engagement mechanisms you propose to adopt to ensure that the Authority is made aware at the earliest opportunity of relevant issues or problems affecting programme, cost or quality.

Criteria 3 - Development Programme Delivery 4%
Q.3.3 Strategic Estates Commercial Consultancy Services (Scored 0-10)
<p>The JV partner will be responsible for reviewing the commercial estates portfolio of the Authority in order to form estates regeneration, development, acquisition, disposal and/ or retention and utilisation strategies for the Authority.</p> <p>Please provide details of your approach to providing commercial strategic estates consultancy services. Your response should seek to demonstrate your methodology, investigation, prioritisation and approach to reviewing and formulating strategies for the Authority portfolio of commercial estates in releasing opportunities for the Authority and the joint venture. The effectiveness and deliverability of your proposed approach and methodology to be applied to the joint venture may be illustrated by relevant examples.</p>

Criteria 3 - Development Programme Delivery 5%
Q.3.4 Strategic Estates Residential Consultancy Services (Scored 0-10)
<p>The JV partner will be responsible for reviewing the residential estates portfolio of the Authority in order to form estates regeneration, development, acquisition, disposal and/ or retention and utilisation strategies for the Authority.</p> <p>Please provide details of your approach to providing residential strategic estates consultancy services. Your response should seek to demonstrate your methodology, investigation, prioritisation and approach to reviewing and formulating strategies for the Authority portfolio of residential estates in releasing opportunities for the Authority and the joint venture. The effectiveness and deliverability of your proposed approach and methodology to be applied to the joint venture may be illustrated by relevant examples.</p>

Criteria 3 - Development Programme Delivery 2%
Q.3.5 Construction Health and Safety Approach and Measures (Scored 0-10)
<p>Please provide details of the approach and measures you will implement to ensure effective health and safety arrangements are put in place for the protection of contractor staff and the public during construction.</p> <p>Your response should seek to demonstrate:</p> <ul style="list-style-type: none">• your approach to contingency advance planning to prepare for health and safety hazards, incidents and emergencies which may occur on site;• how you assess and identify for each site health and safety risks (and possible emerging risk on an on-going basis) in operating in the site and resource appropriate measures accordingly;• Your communications plan in respect of emerging or actual health and safety incidents which enables your organisation to respond promptly to the health and safety issues; mobilise and co-ordinate contingencies measures; and to keep the Authority informed;• Your strategy and methodology in dealing with arising incidents on site in order to ensure health and safety incidents do not impact on the overall project timescales.

4. MARKET RESPONSIVENESS

Criteria 4 – Market Responsiveness 4%

Q.4.1 – Regeneration Design and Market Responsiveness in relation to mixed use in residential and commercial areas (Scored 0-10)

Please provide your approach and proposal in relation to designing new mixed-use residential and commercial developments and incorporating features which are attractive to potential purchasers, tenants and occupiers across the 5 priority development areas for the Sample Scheme consisting of Bebington; Birkenhead Town Centre; Wallasey; Bromborough and Moreton (including Foxfield).

- Your approach and methodology for assessing demand for types of residential, leisure or commercial premises in each area;
- How you would assess the optimum blend for a viable and successful area development;
- The design features and place-making features (including community use; leisure; and night time economy) you would incorporate in targeting that market
- The cost effectiveness of design approach in offering value for money for potential purchasers, tenants and occupiers and achieving a return for the JV

Criteria 4 – Market Responsiveness 4%

Q.4.2 – Regeneration Design and Market Responsiveness in relation to industrial areas and developments (Scored 0-10)

Please provide your approach and proposal in relation to designing new industrial developments and incorporating features which are attractive to potential purchasers, tenants and occupiers across the development area of Bromborough.

- The design features you would incorporate in targeting that market
- The cost effectiveness of design approach in offering value for money for potential purchasers and tenants and achieving a return for the JV

5. SAMPLE SCHEME DEVELOPMENT PROPOSAL

Criteria 5 – Sample Scheme Development Proposals 5%
Q.5.1 Bebington Area Outline Master-Plan and Development Design (Scored 0-10)
<p>Please provide your Master-Plan to RIBA 1 for the Bebington Sample Scheme Area in accordance with the requirements of the Bebington Area Specification.</p> <p>The Master-Plan should include and identify:</p> <ol style="list-style-type: none">(1) the overall site layout(2) the number and layout of residential leisure and commercial units(3) public and community spaces(4) the development tenure mix <p>The Master-Plan should seek to demonstrate the following qualities:</p> <ol style="list-style-type: none">(1) place-making features which promote community engagement(2) effective traffic management in balancing access and reducing noise and traffic impact(3) facilities to attract suitable retail and leisure business occupants to increase visitors numbers and create a vibrant local retail and leisure economy <p>The Master-Plan should be accompanied by a narrative submission which explains the approach and proposals to deliver these qualities.</p> <p>Please also provide your design proposals for the range of residential and commercial to be delivered at the site in accordance with the requirements of the Bebington Area Specification.</p> <p>Your design proposals should seek to demonstrate:</p> <ol style="list-style-type: none">(1) Saleable features attuned for the target market(2) Energy efficient design to reduce the use of energy from non-renewable resources(3) Energy efficient design to a reduce carbon emissions in the functioning and maintenance of the completed developed sites(4) Effective flood risk management features
Criteria 5 – Sample Scheme Development Proposals 9%
Q.5.2 Birkenhead Town Centre Area Outline Master-Plan and Development Design (Scored 0-10)
<p>Part A – 5% (Scored 0-10)</p> <p>Please provide your Master-Plan to RIBA 1 for the Birkenhead Town Centre Sample Scheme Area in accordance with the requirements of the Birkenhead Town Centre Area Specification.</p> <p>The Master-Plan should include and identify:</p> <ol style="list-style-type: none">(1) the overall site layout(2) the number and layout of residential and commercial units(3) the new Council Civic HQ Centre(4) the new Police Authority HQ Centre(5) the Market development(6) public and community spaces(7) the development tenure mix <p>Please note that the Civic Centre will be a building in which Council, Police and CCG offices will be co-located, using a shared reception area.</p>

The Master-Plan should seek to demonstrate the following qualities:

- (1) place-making features which promote community engagement
- (2) effective traffic management in balancing access and reducing noise and traffic impact

The Master-Plan should be accompanied by a narrative submission which explains the approach and proposals to deliver the qualities.

Please also provide your design proposals for the range of residential and commercial to be delivered at the site in accordance with the requirements of the Birkenhead Town Centre Area Specification.

Your design proposals should seek to demonstrate:

- (1) Saleable features attuned for the target market
- (2) Energy efficient design to reduce the use of energy from non-renewable resources
- (3) Energy efficient design to reduce carbon emissions in the functioning and maintenance of the completed developed sites
- (4) Effective flood risk management features

Part B – 4% (Scored 0-10)

Development Strategy Vision and Planning

Your response to Part A above should set out your masterplan development proposal on the basis of the current available Council owned assets. However, available assets may change over time given the long-term nature of the joint venture and the JV partner will need to be able to adapt its long-term strategy, direction and delivery vision to be implemented throughout the joint venture period.

Available assets may change in that the Council may be able to negotiate to acquire other public sector assets within the Town as well as being successful in assembling other key land assembly targets identified by the Council. Such additional sites targeted include a list of sites within the Town currently owned by other public sector bodies (the GIS plan is available on the portal) and key land assembly targets in the area between Woodside and Birkenhead Park.

It is not assured that the Council will be able to acquire these sites but Bidders are requested to provide a narrative explanation (supplemented by masterplanning adaptation illustrations) of how the incorporation of such sites in the development strategy (should they be acquired by the Council and be made available to the JV) may further enhance their masterplan approach and be used to contribute to the strategic regeneration of the whole of Birkenhead in your Part B response.

The enhanced strategy and masterplan should be an evolution and adaptation of the Part A response and will form part of the strategic business plan to be utilised and inform future joint venture activity and options.

Criteria 5 – Sample Scheme Development Proposals 6%

Q.5.3 Wallasey Area - Outline Master-Plan and Development Design (Scored 0-10)

Please provide your Master-Plan to RIBA 1 for the Wallasey Sample Scheme Area in accordance with the requirements of the Wallasey Area Specification.

The Master-Plan should include and identify:

- (1) the overall site layout
- (2) the number and layout of residential and commercial units
- (3) public and community spaces
- (4) the development tenure mix

The Master-Plan should seek to demonstrate the following qualities:

- (1) place-making features which promote community engagement
- (1) effective traffic management in balancing access and reducing noise and traffic impact

The Master-Plan should be accompanied by a narrative submission which explains the approach and proposals to deliver the qualities.

Please also provide your design proposals for the range of residential and commercial to be delivered at the site in accordance with the requirements of the Wallasey Area Specification.

Your design proposals should seek to demonstrate:

- (1) Saleable features attuned for the target market
- (2) Energy efficient design to reduce the use of energy from non-renewable resources
- (3) Energy efficient design to reduce carbon emissions in the functioning and maintenance of the completed developed sites

Criteria 5 – Sample Scheme Development Proposals 5%

Q.5.4 Bromborough Area Outline Master-Plan and Development Design (Scored 0-10)

Please provide your Master-Plan to RIBA 1 for the Bromborough Sample Scheme Area in accordance with the requirements of the Bromborough Area Specification.

The Master-Plan should include and identify:

- (1) the overall site layout
- (2) the number and layout of units
- (3) the development tenure mix

The Master-Plan should seek to demonstrate the following qualities:

- (1) place-making features
- (2) effective traffic management in balancing access and reducing noise and traffic impact

The Master-Plan should be accompanied by a narrative submission which explains the approach and proposals to deliver the qualities.

Please also provide your design proposals for the range of residential and commercial to be delivered at the site in accordance with the requirements of the Bromborough Area Specification.

Your design proposals should seek to demonstrate:

- (1) Saleable features attuned for the target market
- (2) Energy efficient design to reduce the use of energy from non-renewable resources
- (3) Energy efficient design to a reduce carbon emissions in the functioning and maintenance of the completed developed sites.

Criteria 5 – Sample Scheme Development Proposals 6%

Q.5.5 Moreton (including Foxfield) Area Outline Master-Plan and Development Design (Scored 0-10)

Please provide your Master-Plan to RIBA 1 for the Moreton (including Foxfield) Sample Scheme Area in accordance with the requirements of the Moreton (including Foxfield) Area Specification

The Master-Plan should take account of and address the following information:

The Authority is planning to create extra care capacity within the Wirral through the future development and construction of an extra care facility scheme which will be situated in the Moreton Sample Scheme Area.

While the construction and operation of this extra care facility is not within the scope of this procurement, the Master-Plan site layout needs to make provision for the future construction of an extra care facility scheme at a single location incorporating a minimum of 60 supported apartments with communal and staff facilities, 16 dormer bungalows and a communal space with a garden.

The site layout and design to be prepared by the Bidder for the wider development of the Moreton (including Foxfield) Area needs therefore to identify, reserve and designate an area of the site to be left vacant and in the possession of the Authority for the future construction of an extra care facility of this size.

The design of the residential, commercial and urban environment in the remainder of the site should be of a quality standard and should complement, support and be sympathetic to the focal point of the eventual construction of an extra care facility for residents with learning disabilities.

Consequently, the Master-Plan should include and identify:

- (1) the overall site layout
- (2) the number and layout of residential and commercial units
- (3) public and community spaces (which may include leisure facilities if these are deemed complementary to the development)
- (4) the development tenure mix

The Master-Plan should seek to demonstrate the following qualities:

- (1) Selection of the optimum location and layout reserved for the extra care facility with good access to public green spaces
- (2) place-making features, public realm improvements and amenities complementary to the extra care facility which promote integration, accessibility and community engagement opportunities for the residents with learning disabilities
- (3) effective traffic management in balancing access and reducing noise and traffic impact, particularly in respect of the area of the site where the extra care facility is situated
- (4) a high quality community library building (which can be integrated with other developments) in re-providing the existing library and located to enhance community place-making
- (5) Provision of accessible transport links supporting the extra care facility
- (6) Low density housing and commercial development complementary to the extra care facility and residential area

The Master-Plan should be accompanied by a narrative submission which explains the approach and proposals.

Please also provide your design proposals for the range of residential and commercial buildings to be delivered as part of the redevelopment and enhancement of the site in accordance with the requirements of

the Moreton (including Foxfield) Area Specification.

Your design proposals for the residential and commercial proposals should seek to demonstrate:

- (1) Saleable features attuned for the target market
- (2) A high quality and accessible community library building (or integrated facility) integrated into the development
- (3) Energy efficient design to reduce the use of energy from non-renewable resources
- (4) Energy efficient design to reduce carbon emissions in the functioning and maintenance of the completed developed sites

Criteria 5 – Sample Scheme Development Proposals 4%

Q.5.6 Sample Scheme Stakeholder Engagement and Communication (Scored 0-10)

Please provide details of the stakeholder engagement and consultation and communications plan you intend to put in place in relation to developing the 5 priority development areas for the Sample Schemes consisting of Bebington; Birkenhead Town Centre; Bromborough; Wallasey, Moreton (including Foxfield).

Your response should provide a timetable and resourcing plan to carry out the consultation and programme of communications.

The proposals should set out:

- an effective plan to identify relevant Stakeholders in relation to the 5 Areas of the Sample Scheme and schedule accessible consultation opportunities for them to participate in;
- the information that the consultation process would seek to identify relevant to the 5 Areas of the Sample Scheme and the reasons it is important for the successful delivery of the scheme;
- how the consultation information will be collated, provided and presented to the Authority;
- how you would work with the authority to address issues anticipated to result from the consultation exercise;
- the communications programme that would be deployed during and on completion of each and all of the 5 Areas of the Sample Scheme development

Criteria 5 – Sample Scheme Development Proposals 2%

Q.5.7 Continuing Engagement (Scored 0-10)

As the long-term development and growth partner, the JV partner will be expected to understand the evolving and changing needs and concerns of the communities and businesses to inform development and growth strategies to be pursued by the JV.

Please provide details of your proposal and approach to providing continuing availability and engagement to the public over the duration of the joint venture in order to understand the social, economic and environmental needs of the region and provide an ongoing and accessible presence in Wirral.

Criteria 5 – Sample Scheme Development Proposals 2%
Q.5.8 Construction Programme Plans (Scored 0-10)
<p>Please provide Construction Programme Plans for the delivery of the construction development at the 5 priority development areas for the Sample Scheme consisting of ; Bebington, Birkenhead Town Centre; Wallasey; Bromborough, and Moreton (including Foxfield).</p> <p>An individual Construction Programme Plan should be produced for each of the 5 Areas as part of this response.</p> <p>The Construction Programme should:</p> <ul style="list-style-type: none">• Set out key milestones <p>The Construction Delivery Programme Plans should be supported by a narrative explaining how those key milestones are properly resourced and deliverable to provide confidence that the Sample Scheme developments across the 5 Areas will be brought in on time and within budget. The narrative should also provide details of contingency and business continuity measures that will be put in place to ensure the resilience of the proposed Construction Programmes Plans.</p>

Criteria 5 – Sample Scheme Development Proposals 2%
Q.5.9 Completion Sales, Leasing and Marketing (Scored 0-10)
<p>Please provide details of your marketing and sales strategy and proposal in relation to the 5 priority development areas for the Sample Scheme consisting of Bebington; Birkenhead Town Centre; Wallasey; Bromborough and Moreton (including Foxfield).</p> <p>Your response should describe:</p> <ul style="list-style-type: none">• The marketing you propose to carry out for the development to secure potential purchasers, tenants and occupiers both before and upon completion of site development;• The resourcing you propose to deploy to deliver that plan;• Your projected rate of sale and reasons supporting those projections; and• Your strategy for maximising value from sales and reasons supporting the effectiveness of that approach

6. LEISURE

Criteria 6 – Leisure [1%]
Q.6.1 Leisure (Scored 0-10)
<p>The JV may develop leisure sites, including, multi-use sports facilities, swimming pools, football and golf pitches.</p> <p>Please describe your approach to developing leisure facilities</p> <p>Your response should cover and demonstrate:</p> <ul style="list-style-type: none">• Suitable team selection / mobilisation (including CV and experience of key personnel that would be assigned to a project of this nature)• Your selection of materials to suit facility type including durability and sustainable sourcing to support environmental management• Construction methodology to deliver the specification including taking into account the site context in relation to planning• Efficiently delivering an efficient and modern leisure facility for the service users• Cost neutral design features that can be incorporated to improve the functionality of the building

7. ASSET MANAGEMENT

Criteria 7 – Asset Management 2%
Q.7.1 Residential Estate Asset Management (Scored 0-10)
<p>The JV may retain and manage developed residential assets in order to realise long-term revenue streams from letting accommodation.</p> <p>Please describe your approach to delivering this asset management role in relation to the potential developed residential estate retained by the JV.</p> <p>Your response should describe:</p> <ul style="list-style-type: none">• Your approach to resourcing and mobilisation to deal with fluctuating demand for residential asset management services required through the JV as revenue generating assets are acquired through business cases approvals during the lifetime of the JV• Your approach to delivering cyclical repairs and maintenance for the retained residential estate to ensure high quality upkeep of the assets whilst delivering value for money; and• Your approach to delivering reactive and responsive repairs and maintenance services for residential tenants

Criteria 7 – Asset Management 2%
Q.7.2 Commercial Estate Asset Management (Scored 0-10)
<p>The JV may retain and manage developed retail, leisure and commercial unit assets in order to realise long-term revenue streams from lettings and leasing.</p> <p>Please describe your approach to delivering this asset management role in relation to the potential developed residential estate retained by the JV.</p> <p>Your response should describe:</p> <ul style="list-style-type: none">• Your approach to resourcing and mobilisation to deal with fluctuating demand for commercial asset management services required through the JV as revenue generating assets are acquired through business cases approvals during the lifetime of the JV• Your approach to delivering cyclical repairs and maintenance for the retained commercial estate to ensure high quality upkeep of the assets whilst delivering value for money; and• Your approach to delivering reactive and responsive repairs and maintenance services for commercial tenants

8. SOCIAL VALUE

Criteria 8 – Social Value 8%
Q.8.1 Social Value Proposal (Scored 0-10)
<p>The Partner will be operating within Metropolitan Borough of Wirral over the long term and will be expected to apply its skills and ability to contribute towards the strategic social and economic development and regeneration of the area as set out in the 2020 pledges.</p> <p>The Authority is committed to delivery of social value linked to the development and regeneration of sites over the duration of the joint venture. The Authority is looking to the Partner to drive benefits in working with Wirral Metropolitan College in terms of:</p> <ul style="list-style-type: none">• Providing apprenticeships and other skills development, work experience and opportunity access programmes to be provided in the Borough to secure skills to support the delivery of development programme and leave a legacy of workforce investment. The details of commitments, the quality and duration of the training programmes and support proposed should be included. Apprenticeships should be compliant with Government legislation. <p>The deliverability of your proposal may be illustrated by relevant examples of social value in past projects. The Authority will be assessing the quality of the proposal and also the level of clear formal commitments, inputs and outputs put forward.</p>

9. LEGAL AND COMMERCIAL

Criteria 9 – Legal and Commercial 2%
Q.9.1 Acceptance of Contract documentation (Scored 0 - 10)
<p>Bidders are required to submit a mark-up (with supporting commentary and reasoning to explain changes) to the contractual documents.</p> <p>The final mark-up submitted as part of the Final Tender should reflect the positions agreed with the Authority at the conclusion of the dialogue stage.</p>

10. FINANCIAL PROPOSALS

APPENDIX 3

PRICE (FINANCIAL MODEL) CRITERIA EVALUATION METHODOLOGY

Bidders are required to complete and return their financial submission as detailed in *Appendix 4* as part of their ISFT response. Bidders should note that the methodology used to arrive at the figures in their financial assessment will apply not only to the initial 11 sites, but all subsequent sites to be developed in the future.

Bidders are required to submit financial proposals in respect of the JV. Bidders are required to prepare a financial model based on the quantum, quality and phasing to be undertaken by the JV. The financial model should identify anticipated infrastructure costs, phasing, development costs, growth forecasts etc. which in turn will inform the level of phasing equity together with the quantum of phasing of senior debt / development finance required by the JV to take forward development activity.

As part of the submission, Bidders must supply an Excel model (in accordance with the given template) detailing the finances of the proposed JV to include the following:

- Total returns to the Authority, the Partner and the JV and by type of return
- The splits of profits between the Authority and the Partner
- A summary of the assumption included in the model
- A full consolidated annualised cash flow for the duration of the JV to include sites proposed to be included on establishment of the JV and all subsequent sites
- The proposed programme of delivery including quantum's, typologies and timescales
- Statement of total returns (profit and loss)
- Profile of coupon payments and loan repayments
- The proposed profit distribution arrangements, showing the retention of profit / recycling of profit into the JV and any subsidiary vehicles, repayment of equity contributions, dividend contributions
- An output sheet derived directly from the financial model showing the key milestones
- Entry land value consideration for the development sites

The financial model must:

- Show data inputs, data outputs and working area completely separate
- Only have hard coded data in input area
- Not incorporate a password protection, and no sheets or cells should be hidden, locked or subject to password protection
- Not contain protected macros
- Be supported by a data book and user guide, setting out a summary of the contents of the financial model on a sheet by sheet basis, and a table of all inputs to the financial model with the cell reference and sources.

Bidders are required to provide outputs of their financial model that align with the format set out in Appendix 4.

The Bidder's response will be assessed by evaluating the level of sustainable financial return to the Authority, net of delivery costs including finance charges. The Authority will compare the Bidder's response in the following areas, but in no specific order of preference:-

Objectives

- Level of sustainable income (which may include capital receipts) attributable to the Council directly associated with Authority land.
- Forecast profit share attributable to the Authority.

Considerations

- Robustness and appropriateness of any assumptions used to inform the business plan and phasing;
- Robustness, appropriateness and adequacy of allowances (values and costs) used to inform the business plan
- Robustness and credibility of the financial approach and structure with respect to the business plan
- Fundability of the business plan along with the financial considerations set out
- The extent of financial certainty with regard to the source, level and nature of funding to deliver the business plan.

The financial submissions (submitted in the format set out in **Appendix 4 (Financial Submissions)**) will be qualitatively scored in relation to the price criteria. The price criteria comprise the considerations set out in this **Appendix 3 (Price Criteria Evaluation Methodology)**.

The qualitative scoring scale is set out below and each question will be scored by an application of the following scoring scale, assessing the financial submissions in relation to the price criteria set out above. Scores will take into account where income or costs are considered to be commercially unrealistic. A score will be awarded based on the extent to which the proposal meets the Authority's objectives (which are detailed in the two bullet points above under the heading 'Objectives') and the other considerations to be taken into account (which are detailed in the two bullet points above under the heading 'Considerations').

SCORING SCALE	
Score	Commentary
0	Very weak or no answer
1	Weak – well below expectations
2	Poor - well below expectations

3	Poor - below expectations
4	Satisfactory but slightly below expectations
5	Meets expectations
6	Slightly exceeds expectations
7	Good - well above expectations
8	Very good
9	Outstanding
10	Exceptional

APPENDIX 4

FINANCIAL SUBMISSION FORMAT REQUIREMENTS

The format of the financial submission which Bidders must submit in respect of their ISFT submission price criteria response is detailed in this Appendix.

Bidders are requested to:

1. Replicate the layout of both tables listed below and use an Excel document to submit financial information in this layout.
2. Submit a financial model in an Excel document as detailed in Appendix 3, focusing on the 11 priority sites.
 - The financial model should be accompanied by a narrative which explains the Bidder's approach and addresses the objectives and considerations detailed in Appendix 3.
 - All 11 priority sites must be included in the financial model.
 - If additional Phase 1 sites are drawn down beyond the 11 priority sites, details of why they are included should be set out in the narrative to the financial model, but the additional sites should not appear in the financial model itself.

The financial information relating to the JV returns should therefore, inter alia include:

A Loan Coupon Rate %
B Loan Coupon Rate %
Profit Split Authority %
Profit Split Partner %
DM fee %
IRR Authority
IRR Partner
NPV Authority
NPV Partner
Consolidated forecast annualised cash flow for the duration of the JV
Guaranteed minimum revenue return to the Authority (years 1-5)
Summary of assumptions
Statement of Total Returns (Profit and Loss)
Returns to the Authority
Returns to the Partner
Returns to the JV

The information contained in the site specific development plans must include:

Development Appraisal Inputs	Development Appraisal Outputs
Units	Gross Development Value
Cost Inflation	Construction costs
HPI	Infrastructure costs
Rental Growth	Professional fees
£/Sq ft - Build costs	DM fee
Profit on costs	Profit on costs
Private Sales values	Land Value
Private Rental Values	
Affordable Rents	Total funding Requirement
Gross Rental	Authority loan Note
Net Rental	Partner Loan Note
Yields	Senior Debt
Entry land value for development sites	Mezzanine Debt
	Equity

APPENDIX 5

CONTRACT DOCUMENTATION

The contract documents are included in the Concession Documents available electronically through <http://www.the-chest.org.uk>

Other project documents are also included in the Concession Documents available electronically through <http://www.the-chest.org.uk>

APPENDIX 6

GLOSSARY OF TERMS

The capitalised words and expressions in this ISFT have the meanings set out below unless the context specifically requires otherwise. References to the singular include the plural and vice versa.

"Advisers"

means all professional advisers of the Authority involved in the procurement of the Project

"Area(s)"

mean the areas of Birkenhead, Moreton (including Foxfield), Bebington, Wallasey and Bromborough

"Bid"

means each of the written proposals submitted by a Bidder as part of this procurement process at any stage of the procurement

"Bidders"

means individuals and/or organisations who have been pre-qualified and to whom this ISFT has been issued by the Authority

"Concession Documents"

means any document issued by the Authority as part of this procurement process

"Confidential Information"

means all information designated as confidential and disclosed to the Bidders by the Authority or its Advisers in order for them to formulate and prepare their Bid; or which may be supplied by the Authority or its Advisers at a future date (whether in written or visual format or otherwise)

"Consortium"

means either an entity which is to be formed by a group of Organisations or a group of Organisations acting jointly as the Bidder

"Consortium Member"

means where the Bidder is a consortium, any individual economic operator forming part of that consortium

"Final Tenders" the Bid submitted in responses to the ISFT

"Organisation"

means a sole trader, partnership, limited partnership, limited liability partnership, co-operative or company and any analogous entity established inside or outside the UK and should be interpreted accordingly

"Preferred Bidder"

means the Bidder which has been assessed by the Authority as having the most economically advantageous Final Tender

"WGC"

means the Joint Venture limited liability partnership to be formed as a result of this procurement, to be called Wirral Growth Company . There is some potential for this name to change, as it is currently the working name for the project.

APPENDIX 7
CERTIFICATES

TENDER FOR WIRRAL GROWTH COMPANY- PROPERTY/ASSET JV

CERTIFICATE OF NON- COLLUSION

In the case of a Consortium, each Consortium Member must complete and return this Certificate.

To Wirral Borough Council (“the Authority”)

The essence of the public procurement process is that the Authority shall receive bona fide competitive Tenders from all Bidders. In recognition of this principle I/We certify that this is a bona fide Tender, intended to be competitive and that I/we have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other party.

I/We also certify that I/we have not done and undertake that I/we will not do at any time any of the following acts:

- a) communicate to a party other than the Authority the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender);
- b) enter into any agreement or arrangement with any other party that he shall refrain from tendering or as to the amount of any Tender to be submitted;
- c) offer or agree to pay or give or pay or give any sum of money inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused any act or omission to be done in relation to any other tender or the proposed Tender; or
- d) enters into any type of agreement or arrangement with any other party aimed at distorting the outcome of the competition

In this Certificate:

- the word “person” includes any person, body or association, corporate or incorporate
- the phrase “any agreement or arrangement” includes any transaction, formal or informal whether legally binding or not.
- the word “Tender” includes all tender submissions including ITPD submissions and Final Tender submissions together with associated clarifications provided by the Bidder

1 **SIGNED**

POSITION

2 **SIGNED**

POSITION

On behalf of

Date

TENDER FOR WIRRAL GROWTH COMPANY- PROPERTY/ASSET JV

CERTIFICATE OF NON - CANVASSING

In the case of a Consortium, each Consortium Member must complete and return this Certificate.

To Wirral Borough Council (“the Authority”)

I/We hereby certify that I/we have not in connection with the award of the contract for the project or any other proposed contract for Wirral Growth Company- Property/Asset JV.

- canvassed any member, employee, agent of the Authority
- undertaken to unduly influence the decision-making process of the Authority
- undertaken to obtain confidential information that could confer upon an undue advantage in the award of the contract

and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/we will not in the future do or seek to do the prohibited acts referred to above and that no person employed by me/us or acting on my/our behalf will do any such act.

1 **SIGNED**
POSITION

2 **SIGNED**
POSITION

On behalf of

Date