



**TENDER VIA FURTHER COMPETITION OF
THE CAMBRIDGESHIRE COUNTY COUNCIL
DESIGN & BUILD CONTRACTOR
FRAMEWORK FOR
MILTON HOUSEHOLD RECYCLING CENTRE
(HRC)**

Cambridgeshire
County Council

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SECTION 1: INTRODUCTION

PART A: GENERAL REQUIREMENTS

Cambridgeshire County Council (the Authority) invites quotations via further competition under the Cambridgeshire County Council Design & Build Contractor Framework for the redevelopment of the existing Milton Household Waste Recycling Centre (HRC) including the upgrade of the access road off Butt Lane including the junction works under a S278 agreement.

The works comprise the design and construction of a new permanent HRC facility which will replace the existing Milton HRC, currently located off Butt Lane. Planning permission for the scheme has previously been obtained and the current consent runs out in December 2025. Therefore, construction works requires to be programmed to commence on site before this date. The current consent is attached with this tender.

The new facility will offer increased capacity to meet the need of the county's growing population whilst ensuring that best practice operational and health and safety Standards are met. In order to achieve this, the proposed option is a split-level design which will maximise the capacity for queueing vehicles off the public highway and with separate Heavy Commercial Vehicle (HCV) access. It is also proposed to have separate access for cyclists and pedestrians, a reuse shop and segregation between the public and operational areas to avoid the need to close the site when exchanging recycling and waste containers. In order to keep closure of the current HRC to a minimum there is the option to build out the waste container area as an initial phase.

Planning approval for these works was granted on 7th December 2022 by CCC, all planning documents can be viewed here: [CCC/21/259/FUL | The redevelopment and expansion of Milton Household Recycling Centre \(HRC\) and its permanent retention beyond the life of the adjacent Milton Landfill site. | Milton Household Waste Recycling Centre Butt Lane Milton CB24 6DQ](#)

As part of the appointment, the selected tenderer will produce a detailed design based on the planning approval outline design. The design is expected to continue from MS3 (light) through to MS7. Pre-start planning Condition 6 Additional Surface Water Run-off; Condition 7 Contamination - Remediation and Verification; Condition 10 Lighting; Condition 14 Biodiversity Method Statement require to be discharged.

The end user of the new facility will seek a permit from the Environmental Agency; a key part of this application requires a full ground investigation which will need to be factored in during the early design works. The EA Permit may have an influence on the timing of construction. The duration of the permit application is relatively unknown but it is proposed the permit application will run concurrently with the design and construction period. Further consultation with stakeholders will be required.

Highways S278 approval will be required for work at junction of the access road and Butt Lane.

As part of this ITT pack, we have included the Highways Design Principles, and it is essential that this is included within the design by the design team.

The Authority's detailed requirements are defined in Section 2 - Specification.

The successful Provider will be responsible for providing this service in accordance with the overarching framework as stated above.

Please take care in reading this document and any supporting information either contained in or attached to ProContract, in particular the Specification; in the event of any questions or queries in relation to this further competition, please refer to Part C Clarification Questions below. Any contact made with the Authority or any parties working with the Authority in regard to this further competition other than via ProContract could invalidate your tender submission unless instructed otherwise by the Authority via ProContract.

All material issued in connection with this further competition shall remain the property of the Authority and shall be used only for the purpose of this procurement exercise.

The Authority is managing this procurement process in accordance with the Public Contracts Regulations 2015.

The Authority reserves the right to:

- Carry out due diligence checks on the awarded provider;
- Amend the Conditions of Contract (see Appendix 1);
- Abandon the procurement process at any stage without any liability to the Authority; and or require the Potential Provider to clarify its tender submission in writing. If the Potential Provider fails to respond satisfactorily, this may result in the Potential Provider not being selected.

For technical support when using the CCC Procurement Portal (ProContract), please contact the ProContract support desk:

- o Email: ProContractSuppliers@proactis.com
- o Telephone: 0330 005 0352

This facility is available Monday to Friday, 09:00 to 17:30.

Alternatively, you may use the electronic ticket logging system which can be found [here](#).

PART B: PROCUREMENT TIMETABLE

Deadline for Clarification Questions	15 th October 2024
Further Competition Deadline for Responses	12 th November 2024 - 12pm midday
Evaluation of Responses	22 nd November 2024
Contract Awarded / Start Date	13 th December 2024

Bidders should note that final budget approval for this scheme shall not be sought until the relevant Committee meets in November 2024 to review the proposed costs from the preferred bidder. **We shall therefore not be confirming award until after the committee meets.** Given the budgetary pressures the Authority finds itself under it is not guaranteed that such approval will be given, however it is believed the business case presented allied to evidence of this competitive process will secure the required funding.

PART C: CLARIFICATION QUESTIONS

Any queries about this or any other tender documents, the procurement process, or the proposed contract itself, should only be referred via the ProContract messaging area. All queries will be logged in the Clarification Log and shared with all Potential Providers.

PART D: SUBMISSION OF RESPONSES

Should you wish to take part in the selection process, please complete all requirements of this further competition and return via ProContract before the response deadline provided above.

PART E: EVALUATION OF SUBMISSIONS

Any tender submissions deemed non-compliant or incomplete will be discarded.

Based on the information provided by Potential Providers, each compliant submission will be evaluated based on the following criteria:

Price will form 60% of the overall score and will be assessed at 100% based on the Overall Anticipated Contract Sum as follows:

	<u>Weighting</u>
Overall anticipated contract sum:	100%
Total	100%

The Overall Anticipated Contract Sum will be built up by Pricing documents which will need to be completed by Potential Providers. These Pricing Documents will comprise Main Contractor's Preliminaries, Milestones 3 (light) to 7 Design Fees including Surveys, Design Development Risk Allowance, and Main Contractor's Overheads and Profit. An indicative construction duration of 40 calendar weeks is to be used by all Potential Providers when building up their cost submission.

Quality will form 40% of the overall score and is broken-down into the following:

	Weighting
1.1 Structure chart (for info only)	n/a
1.2 Team and Resources	15%
2.0 Project Experience	15%
3.0 Design & Commercial Management	15%
4.0 Programme	20%
5.0 Sustainability	20%
6.0 Corporate Outcomes	5%
6.0 Operation	10%
Total	100%

The Authority's indicative net build budget for this project is £3,400,000 which does not include fixed preliminaries, time-related preliminaries, design fees, design risk and OH&P, preconstruction fees, surveys fees, and design fees.

This budget, however, also includes an allowance for site-specific preliminaries. It is therefore expected for site-specific preliminaries to be included in the second stage tender as competitively tendered work packages. For clarity, site-specific preliminaries will include and be limited to:

- Heras fencing and hoardings
- Pedestrian and vehicular gates
- Tower and mobile cranes
- Haul/access roads
- MEWPs
- Project Signage – Client request
- Other site-specific plant and hoists

Please note that under no circumstances is the contractor to use the Employer's electricity; the appointed contractor is to ensure that they have made allowances for such things as car electric charging and the like.

This budget includes allowances for works required to achieve Carbon Neutral aspirations, this will be achieved by considering the embodied carbon impact that this project will have by using green construction techniques and also by using green material to construct the facility. It is important to note that the Authority's expectation is that all design proposals developed as part of this commission will be deliverable within the budget listed above. This consists of ensuring that the overall facility including external works and highway cost, which will include site-specific preliminaries as covered above, is designed and delivered within budget. Traffic management in connection with the S278 works is to be costed within the 2nd stage tender.

All quality related questions will be evaluated using the criteria below. The Potential Provider's responses to each quality question will be evaluated and scored out of a maximum of 10 marks as per the table below by each member of the evaluation panel.

Score	Criteria to Award Score
0	• Very weak or no answer
2	• Poor
4	• Satisfactory
6	• Good
8	• Very good
10	• Exceptional

The Potential Provider's responses to the Price element will be evaluated using the following criteria:

The Potential Provider with the most competitive cost will be awarded full marks. The remaining Potential Providers' totals will be calculated based on the percentage variance from the lowest of all the compliant submissions. An illustrative excel example of this is provided as part of these tender documents. In the event that this method of calculation results in a minus figure, the score will be capped at zero.

PART F: TENDER VALIDITY

The Potential Providers quotation should remain open for acceptance for a period of 180 days. A tender valid for a shorter period shall be automatically rejected.

PART G: TENDER INTERVIEWS

It is not intended to hold interviews with Potential Providers as part of this Further Competition.

SECTION 2: SPECIFICATION

Please refer to the package of documents attached in ProContract but in addition:

The purpose of this further competition is to select a Provider to engage in early contractor involvement from MS3 (light) for the initial design, to RIBA Stage 4 (end of Milestone 4) for the Milton HRC noting that planning consent is already achieved.

The works comprise the design and construction of a new permanent HRC facility which will replace the existing facility on the same site.

The appointed Provider will manage the whole of the design process through Milestones 3 (light) and 4 under the Professional Services Contract and (only if a Price is agreed) up to Milestone 7 under the NEC4 Engineering and Construction Contract.

All Potential Providers should allow for a minimum of 3 weeks for Cambridgeshire County Council review and sign-off period for each Milestone conclusion, from Milestone 3 (light) to Milestone 4.

The design is to be developed in conjunction with the Authority via the Authority's Project Manager. The Provider will develop and co-ordinate the design and construction methodology in accordance with the RIBA stages identified.

The provider remains responsible for the checking and validation of the data supplied in the report and any drawings.

The Authority does not warrant the information contained within the technical information as correct or complete. The Provider is required to undertake its own checks and satisfy itself there is sufficient information upon which to make a bid and rely on the information provided at its own risk.

The Authority will not be liable for failure of the Provider to undertake sufficient due diligence on the information or for not undertaking suitable other checks to establish the validity of the information.

In accordance with the Cambridgeshire County Council Design and Build Contractor Framework, the Provider will initially be employed on a NEC4 Professional Services Contract, Option A to the end of Milestone 4. For the duration of the Professional Services Contract, the Provider will undertake the duties of the Consultant. The Professional Services Contract will be subsumed by the NEC4 Engineering and Construction Contract, Option A for the design and construction of the new facilities (only if a price is agreed for the Package Order at the end of Milestone 4)

The output from the Professional Services Contract (i.e. the design) will form the Works Information for the Contractor's design included in Contract Data Part Two for the NEC4 Engineering and Construction Contract.

Note: The Provider is to manage the design in line with the budget through all Milestones to the end of Milestone 4.

The second stage of the tender will be undertaken at the end of Milestone 4 in accordance with the Cambridgeshire County Council Design and Build Contractor Framework procedures. The information the Provider will be required to submit as part of the second stage submission will include: Form of Tender, Completed Contract Data Part Two for the NEC4 Engineering and Construction Contract (incorporating the design undertaken for the Professional Services Contract), Priced Activity Schedule based on costs tendered in the first stage and competitively tendered subcontract works packages in accordance with the Authorities standard standing orders procedures, which will include any required site-specific preliminaries covered above.

If the Price for the Package Order(s) is acceptable to the Authority, then the Provider will be appointed under the terms of the Construction Contract, refer to the Framework Agreement. The Authority reserves the right not to enter into the Construction Contract in the event a Price is not acceptable.

Providers are required to submit a proposed programme as part of their first stage tender submission which is to cover the whole period from appointment under the Professional Services Contract until completion and handover of the Works under the Engineering and Construction Contract.

Upon Completion of the Professional Services Contract, the Provider will retain full design responsibility for its design i.e. the design that the Provider produces will form the information for his design that is to be included in Contract Data Part Two. The Professional Services Contract and its scope will be subsumed into the design and construct (NEC4 Engineering and Construction Contract) contract and form part of the Contractor's Priced Activity Schedule.

Note: ultimately the Design and Construct Contract (NEC4 Engineering and Construction Contract) will subsume:

- **The Pre-Construction Services already undertaken and associated fees;**
- **Both pre and post contract design and associated fees.**

For the purposes of this further competition, Potential Providers should carefully study the requirements for documentation/information to be submitted as part of the tender, which comprises:

- Completed Contract Data Part Two for the Professional Services Contract.
 - o For information, the Key Persons for this project should include the Design Manager, Lead Civils and Structural Engineer and Construction Project Manager.
- Priced Activity Schedule for the Professional Services Contract incorporating:

- o fixed price for the Contractor's Pre-Construction Services including a full breakdown of the costs;
 - o fixed price for the Milestones 3 (light) to 4 design fees including a full breakdown of the costs including surveys,
 - o Potential Providers shall not exceed their respective maximum framework rates. Any provider who does may have their submission immediately discarded as non-complaint with no clarification sought.
- Prices/rates for the Priced Activity Schedule for the NEC4 Engineering and Construction Contract:
 - o fixed price items plus a fixed rate per week for Contractor's site overheads/preliminaries (which will form a basis of calculation for inclusion in the Package Order) including a full breakdown of the costs and identifying any variances to the framework model;
 - o maximum design fee percentage (as applied to the building works cost) for the design in Milestones 5 to 7;
 - o maximum risk allowance percentage;
 - o fixed overheads and profit percentage;
 - Programme/s
 - Completed indicative Contract Sum

In addition, all mandatory sections in ProContract need to be completed as follows:

- Answers to Quality/Price Questions
- Confidentiality
- Freedom of Information
- Collusion Tendering Certificate
- Form of Tender

APPENDIX 1: CONDITIONS OF CONTRACT

The successful Provider will be responsible for providing this service in accordance with the Cambridgeshire County Council Design and Build Contractor Framework and as described in this document.

Please note that although the Framework Agreement and Call Off Contract documents are still to be signed, this further competition process is conducted under the issued and agreed Terms and Conditions of the Framework and Call Off, as per the tender process. No discussion or negotiation on any aspect of the Framework or Call Off shall be entertained, and any attempt to change such terms throughout the life of the Framework shall result in rejection from the relevant further competition, and repeated infringement may mean expulsion from the Framework.