



Cabinet agenda

Date: Tuesday 29 June 2021

Time: 10.00 am

Venue: The Oculus, Buckinghamshire Council, Gatehouse Road, HP19 8FF

Membership:

M Tett (Leader), A Macpherson (Deputy Leader and Cabinet Member for Health and Wellbeing), G Williams (Deputy Leader and Cabinet Member for Planning and Regeneration), S Bowles (Cabinet Member for Communities), S Broadbent (Cabinet Member for Transport), J Chilver (Cabinet Member for Finance, Resources, Property and Assets), A Cranmer (Cabinet Member for Education and Children's Services), C Harriss (Cabinet Member for Culture and Leisure), N Naylor (Cabinet Member for Housing, Homelessness and Regulatory Services) and P Strachan (Cabinet Member for Climate Change and Environment)

Webcasting notice

Please note: this meeting may be filmed for live or subsequent broadcast via the council's website. At the start of the meeting the chairman will confirm if all or part of the meeting is being filmed.

You should be aware that the council is a data controller under the Data Protection Act. Data collected during this webcast will be retained in accordance with the council's published policy.

Therefore by entering the meeting room, you are consenting to being filmed and to the possible use of those images and sound recordings for webcasting and/or training purposes. If members of the public do not wish to have their image captured they should ask the committee clerk, who will advise where to sit.

If you have any queries regarding this, please contact the monitoring officer at monitoringofficer@buckinghamshire.gov.uk.

Agenda Item

Page No

1 Apologies

2	Minutes To approve as a correct record the Minutes of the meeting held on 8 June 2021.	5 - 12
3	Declarations of interest	
4	Hot Topics	
5	Question Time The following question has been received and will either be responded to during the meeting or a written response will be included in the minutes: Question from Councillor Robin Stuchbury to Councillor Angela Macpherson, Deputy Leader and Cabinet Member for Health and Wellbeing “In 2021/22, the Adult Social Care precept represented 9.6% of the Council Tax paid by residents in Band D properties, and overall accounted for £34.3m of the Council Tax requirement of £357.5m. Since 2016/17, monies collected via the precept has been £120m of the £2,112.2m Council Tax collected. The Council also receives £9m Council Tax support per annum towards the cost of Adult Social Care. Given this, is the current model of funding for Adult Social Care sustainable and what is the Council doing to meet the growing older age profile of Buckinghamshire residents and the need to provide vital services for the longer term, given that there is likely to be an uplift in demand experienced post Covid?”	
6	Forward Plan (28 Day Notice)	13 - 26
7	Children’s Services Improvement Plan Update	27 - 40
8	Future Highways Services Contract	41 - 98
9	Bus Service Improvement Plans and Enhanced Partnerships	99 - 110
10	Date of next meeting 20 July 2021 at 10am at The Oculus, Buckinghamshire Council, Gatehouse Road, HP19 8FF	

If you would like to attend a meeting, but need extra help to do so, for example because of a disability, please contact us as early as possible, so that we can try to put the right support in place.

For further information please contact: Craig Saunders -
democracy@buckinghamshire.gov.uk on 01296 585043, email
democracy@buckinghamshire.gov.uk.

This page is intentionally left blank



Cabinet minutes

Minutes of the meeting of the Cabinet held on Tuesday 8 June 2021 in The Oculus, Buckinghamshire Council, Gatehouse Road, HP19 8FF - Aylesbury, commencing at 10.00 am and concluding at 10.44 am.

Members present

M Tett, A Macpherson, G Williams, S Bowles, S Broadbent, A Cranmer, C Harriss and N Naylor

Others in attendance

T Butcher, R Stuchbury and S Wilson

Apologies

J Chilver and P Strachan

Agenda Item

1 Apologies

Apologies for absence were received from 2 Cabinet Members, Councillors J Chilver and P Strachan, and 2 Deputy Cabinet Members, Councillors J Jordan and P Martin.

2 Minutes

RESOLVED –

That the Minutes of the meeting held on 30 March 2021 be approved as a correct record.

3 Declarations of interest

There were none.

4 Hot Topics

Angela Macpherson, Deputy Leader and Cabinet Member for Health and Well-Being updated the meeting on the Adult Social Care Transformation Programme that had been set up approximately 3 years ago. The thrust of the programme had been to radically improve the quality of the service delivered. This was being monitored through a Quality Practice and Improvement Board that had been set up with an independent adjudicator. The following improvements were highlighted:

- The highest number of compliment ever had recently been received from

service users.

- Audits of case work, that had been externally validated, had shown that 67% of them were rated as either good or outstanding (a 16% improvement on the previous year).
- Voluntary staff turnover had reduced from 17% to 10%, with 79% of leavers stating they would recommend Buckinghamshire Council as a place to work.
- New starter surveys were showing a 100% engagement level after 3 months of service.

Thanks were expressed to all staff who continued to work particular hard in this service area.

Gareth Williams, Deputy Leader and Cabinet Member for Planning and Regeneration informed Members that the DHCLG had issued a new Local Design Guide for Housing Development. The Council was one of 14 across the country that had been awarded grant funding to test the use of guides as part of the planning process.. Work would also be done locally, including engaging with local communities, to develop a local code.

Steve Bowles, Cabinet Member for Communities, informed Members that 2 induction sessions for Community Board Chairmen and Vice Chairmen had been delivered yesterday. He looked forward to working with Community Boards going forward to deliver local initiatives.

Nick Naylor, Cabinet Member for Housing, Homelessness and Regulatory Services, advised Members that following a competitive process the Council had been awarded grants to bring forward housing as part of the Aylesbury Garden communities and to support the delivery of housing through the land release fund. Typically, activity started on site within one year of the funding being awarded.

Clive Harriss, Cabinet Member for Culture and Leisure, reported that the Aqua Vale Swimming and Fitness Centre had recently suffered from a burst pipe that had caused the control room to be flooded and necessitated the whole facility having to be shut down. Staff were thanked for their diligence in promptly evacuating the building when alarms had been triggered. The facility was now back in operation apart from the water flume.

Anita Cranmer, Cabinet Member for Education and Children's Services, informed Members that the Council was continuing to do its utmost for all children in Buckinghamshire including for those that were in care.

The Leader provided an update on the Covid 19 position in Buckinghamshire, as at 2 **June 2021**. The following statistics were highlighted, with the figure three weeks ago then bracketed:

- The infection rate across the whole area was 20.6 cases per 100,000 people (10.5 / 100,000).
- Aylesbury Vale area figure was 20.7 / 100,000 (12.8 / 100,000).

- Chiltern area figure was 19.8 / 100,000 (6.2 / 100,000).
- South Bucks area figure was 12.8 / 100,000 (9.9 / 100,000).
- Wycombe area figure was 24.1 / 100,000 (10.3 / 100,000).
- 328,000 (72%) of people had received their first Covid vaccination, with 220,000 (49%) of people having received both Covid vaccinations. This was in line with vaccination rates nationally.

It was mentioned that the majority of new infections were in the under 60 age bracket and that it only took a small number of infections to see an increase in infection rates (e.g. Chiltern had seen an increase in 13 infections from 6 to 19, and Wycombe had seen an increase in 26 infections from 18 to 42).

5 Question Time

Question from Councillor Robin Stuchbury to Councillor Anita Cranmer, Cabinet Member for Education and Children’s Services

“Where do you believe Buckinghamshire children who receive support for special educational needs & disabilities are placed against national statistics/criteria? What steps are being put in place to ensure the well-being of children with special education needs and disabilities and who are the responsibility of the Buckinghamshire Council?”

Councillor Anita Cranmer, Cabinet Member for Education and Children’s Services, summarised her response to Councillor Stuchbury. The full text of the response to the question was as follows:-

“Buckinghamshire children who receive support for special educational needs & disabilities (SEND) achieve as well or better than their peers nationally when looking at average attainment across core subjects. This is true at both primary and secondary levels. Due to COVID -19 the last full set of attainment data is from 2019.

In looking at the key stage two tests at the end of the primary years, 12.1% of primary students with EHCPs achieved the expected standard in reading, writing and maths, 3% higher than the national average. The percentage of primary students receiving SEN support achieving the expected standard was slightly higher than the national average at 26% as opposed to 25.4% nationally.

In the same time period, GCSE students in Buckinghamshire performed 3.2% better than the national average for students with EHCPs (16.9% compared to 13.7% nationally) and 10.6% better than the national average for those with SEN support (43.2% compared to 32.6%).

Looking beyond attainment data, in Buckinghamshire students are also being assessed more effectively for their SEND with 74.7% of EHC plans issued within 20 weeks during 2020 compared to the national average of 58%. Our figures have increased from 40% in 2019 and currently stand at 85% in 2021 with figures to the end of April.

Permanent exclusions within Buckinghamshire have fallen between 2016/17 and 2018/19 from 13 to 8 students excluded across Buckinghamshire with EHC plans and from 41 to 21 students excluded on SEN support across all settings during the same period. The exclusion rate in Buckinghamshire is below the national average for secondary pupils with SEN needs for those with and without plans. However, despite the recent reduction, exclusion rates for SEN students in primary and special schools remains above the national average and continues to be an area of focus for the service. Although the rate is high for special schools, because this is a small cohort, the exclusion of just three children has caused this rise.

In terms of the steps that are in place to ensure the well-being of the children and young people with SEND who are the responsibility of Buckinghamshire Council, the focus on this group as a key priority is highlighted within the Council's Education and Skills Strategy (2018-2022) – which positions SEND as one of its six 'pillars'. The stated aim is to enable excellent outcomes for all children and young people with SEND, not only in terms of their academic achievements but also for their personal and social well-being. Workstreams resulting from this strategic document have led to the introduction of systems and processes that have facilitated the positive progress in SEND provision demonstrated by the statistics above.

Furthermore, the ongoing drive of the Council in meeting the educational and well-being needs of children with SEND is captured in the Council's SEND and Inclusion Strategy (2021-2023), with details against the identified objectives given in the associated SEND Improvement Plan (2021-2023). These core documents were collaboratively produced with key partnership organisations and representatives of the voluntary and community sector. The SEND Improvement Plan identifies eight key priorities:

- SEN Support.
- Sufficiency – Autism Spectrum Condition (ASC) and Social, Emotional and Mental Health (SEMH).
- Preparation for Adulthood (PfA).
- Joint Commissioning.
- Statutory Performance.
- Quality Assurance.
- Local Offer Advisory.
- Voluntary and Community Sector.

For each of these areas, strategic multi-agency 'Impact Groups' have been established, which oversee the required development and offer accountability for achieving the desired outcomes.

Within the Council's Integrated SEND Service, professionals are tasked with directly supporting the well-being of children with the most significant levels of SEND, as well as providing indirect support through consultation, advice, guidance and training for school staff. As an example, the iSEND Service's Educational Psychology Team run the Nurture Group Network and Emotional Literacy Support Assistant

programmes, which promote the well-being of children with a range of SEND by upskilling members of school staff who can then work closely and consistently with the appropriate pupils in their settings.

More immediately, Buckinghamshire Council has used the Department for Education's Wellbeing for Education Return funding to support a range of programmes targeting positive mental health and well-being for all students, including those with SEND. A further tranche of Wellbeing for Education Return funding has recently been announced, which will enable the continuation of these programmes as well as the initiation/expansion of others. It is anticipated this will include establishing a network of "well-being champions" amongst Buckinghamshire schools, as part of supporting the promotion of best practice across the county."

6 Forward Plan (28 Day Notice)

The Leader introduced the Forward Plan and commended it to all Members of the Council and the public, as a document that gave forewarning of exactly what Cabinet would be discussing at forthcoming meetings.

It was commented that as Cabinet Members became more familiar with their portfolios that further items were likely to be added to the Forward Plan.

RESOLVED –

That the Cabinet Forward Plan be noted.

7 Budget Monitoring Outturn 2020/21

Tim Butcher, Deputy Cabinet Member for Resources and HR, introduced the report which set out the overview of the financial Revenue and Capital outturn position for Buckinghamshire Council for the financial year 2020/21. The report took into account the pressures relating to Covid-19 and also the business as usual activity. The outturn would be subject to external audit and to continued pre-audit quality checks.

The Revenue outturn was an underspend of £0.4m, that was an improvement of £0.5m over the forecast reported for Quarter3 and had been achieved through additional Covid-19 funding and active management of overspends. This comprised an adverse directorate variance of £47.6m, offset by a favourable corporate position of £48.0m.

Members were informed that the Council's first year had been exceptionally challenging for financial management. The challenges of bringing together the different systems, policies and practices of the legacy councils continued and had been exacerbated by the impact of the pandemic on ways of working. Appendix 2 provided an indication of the scale of the Council's response to the pandemic itself and the management and maximisation of the multiple associated funding streams continued to provide a challenge.

The revenue budget outturn was detailed in Appendix 1 which also explained the key Directorate variances. The outturn variances were split between Business as Usual and those relating to the Covid-19 response.

While many Councils nationally had struggled with their financial positions over the last year, both as a result of existing pressures, and exacerbated by the impact of Covid-19, the Buckinghamshire Council had delivered against both of these and as a result of Covid-19 continued to hold circa £47m of General Fund Reserves. Given the unpredictability of many of the Council's demand led services it was essential that a reasonable level of reserves was maintained. This reserve constituted just over 10% when compared to our net operating budget of £459m. It was anticipated that the Council would be able to drive out further efficiency savings as a direct result of becoming a unitary authority over the next few years and these would be considered as part of the Medium Term Financial Plan.

In relation to the impact of the pandemic increased service costs and lost income had meant a directorate overspend of £46.6m. However, this has been completely offset through un-ringfenced government grant meaning a neutral overall impact in relation to Covid. A breakdown of pressures arising from Covid were at Appendix 2.

In terms of Business as Usual activities there was a **£1.0m** Directorate overspend, which had been more than offset through a corporate underspend of **£1.4m** in relation to un-ringfenced grants and unreleased contingencies. The most significant movements in Directorate outturn positions since Q3 had been:

- the allocation of Disabled Facilities Grant (DFG) to fund equipment spend in Adults;
- an increase in expenditure on Home to School Transport within Children's Services;
- the impact of COVID 19 on Waste costs within Communities Directorate; and
- the increased use of COVID grants to fund pressures.

Full details of these movements were contained in Appendix 1, which also had performance information relating to Late Payments and Sundry Debts.

Capital Budget Outturn

The capital programme outturn position was £169.5m, with underspend/slippage of **£34.4m** (16.9%). This represented an increase of £6.7m from Quarter 3. Over 75% of the slippage related to expenditure on budgets which have not been released. This was primarily due to delays caused by the impact of COVID-19 and the five legacy councils becoming a Unitary Council.

Significant slippage / underspends had been reported in:

- Children's Services (£1.2m).
- Communities (£10.5m).
- Planning, Growth & Sustainability (£22.3m)

The Children's Services slippage related to the Secondary School Places programme, where restricted site access had delayed progress. However, it had proved possible to accelerate spend on Primary School Places, thus mitigating some of the impact reported in Q3. The Communities slippage related to Culture, Sport & Leisure of £3.8m, Highways & Technical Services of £4.9m and Neighbourhood Services of £1.8m. The impact of COVID and severe weather had increased slippage since the Q3 forecast. Planning, Growth and Sustainability slippage largely comprised re-profiling of schemes with unrealistic expenditure profiles inherited from the legacy councils. Detail of the projects could be found in **Appendix 1**.

A key risk for the Council to manage moving forward would be to respond to income levels as business returned to normal, e.g. income from car parking and Council owned properties, which could be impacted if the 21 June date for re-opening the economy was delayed. The Council would also need to be responsive to anticipated demand that had arisen due to Covid but had not yet been identified.

With regards to the financial positions of leisure providers, Members were informed that while Centres were open many classes were still not running to full capacity due to the need to have social distancing measures in place. It was anticipated that leisure providers income streams would rebound quickly when they were able to open without restrictions. Financial planning for 2021-22 had taken into account that the Council might not receive all management fees due from leisure providers.

The Leader drew to everyone's attention Table 1 (Summary of Council Revenue budget outturn) at page 25 of the agenda pack, which provided a good summary of corporate expenditure during the year and funding provided from the Government and other sources that had resulted in the final revenue outturn position that was an underspend of £0.4m.

RESOLVED –

That the current forecast outturn for the financial year 2020/21 and the latest estimates of impacts and funding related to Covid-19 be noted.

9 Confidential Minutes from the Cabinet Meeting held on 30 March 2021

Confidential Minute – Support to provider market as a result of Covid 19

It was commented that paragraphs 3 and 4 at the above confidential minute were the same. It was agreed that paragraph 3 should be deleted.

RESOLVED –

That the confidential minutes from the meeting held on 30 March 2021 be approved as a correct record, subject to the above-mentioned deletion.

10 Date of next meeting

Tuesday 29 June 2021 at 10am



Buckinghamshire Council Cabinet/Leader forward plan

The local authorities (executive arrangements) (meetings and access to information) (England) regulations 2012

This is a notice of an intention to make a key decision on behalf of Buckinghamshire Council (regulation 9) and an intention to meet in private to consider those items marked as 'private reports' (regulation 5).

A further notice (the 'agenda') will be published no less than five working days before the date of the decision meeting and will be available via the [Buckinghamshire Council website](#).

All reports will be open unless specified otherwise.

Item and description	Wards affected	Councillor(s) / contact officer	Private report? (relevant para)	Date notified
Cabinet 29 June 2021				
Children's Social Care Improvement Plan Progress Update Quarterly update		Councillor Anita Cranmer Richard Nash		19/3/21

<p>Future Highways Services Contract The current contract which was awarded to Ringway Jacobs in 2009 will expire on 31st March 2023. This paper is to seek agreement of the evaluation criteria and detail for the future delivery of the service.</p>		<p>Councillor Steve Broadbent Rob Smith</p>		15/4/21
<p>National Bus Strategy - Improvement Plan and Enhanced Partnerships To agree to take forward the proposed Bus Service Improvement Plan for central government, and pursue Enhanced Partnerships with Bus Operators, in relation to the National Bus Strategy.</p>		<p>Councillor Steve Broadbent Suzanne Winkels, Sara Turnbull</p>		28/5/21
Cabinet 20 July 2021				
<p>Caduceus - Property development, High Wycombe This report relates to the proposed construction by the Council in partnership with South-Central Ambulance Service (SCAS), of a new Ambulance Resource Centre on the site of a former Property (now demolished) owned Freehold by the Council in High Wycombe under Title Nos BM357755 and BM357753. This development will replace the much smaller existing High Wycombe ambulance facility. The new facility would meet current and future operational needs.</p>	Abbey	<p>Councillor John Chilver David Pearce</p>	Part exempt	18/6/21
<p>Future High Streets Fund (FHSF) Delegated authority to enter into a grant agreement with MHCLG and to acquire properties in the FHSF programme</p>		<p>Councillor Gareth Williams, Councillor John Chilver John Reed, Lisa Michelson</p>	Part exempt	18/6/21

Q1 Budget Monitoring Report 2021-22 Quarterly report		Councillor John Chilver Richard Ambrose		28/4/21
Q1 Performance Report 2021-22 Quarterly report		Councillor John Chilver Matthew Everitt		28/4/21
Support to the Provider Market as a result of COVID-19 COVID-19 has created a number of challenges in the care market, including rising costs around staffing and PPE; a changing profile of clients for bed-based care, with clients presenting with more complexity; and disruption to the self-funder market. A specific request has been received to provide financial support during the COVID-19 crisis. This paper requests Cabinet review and consider the recommendations as outlined in the confidential report.		Councillor Angela Macpherson Tracey Ironmonger	Part exempt	18/6/21
Wycombe Air Park Update on progress of Wycombe Air Park initiatives	Chiltern Villages	Councillor John Chilver John Reed	Part exempt	18/6/21
Cabinet 14 September 2021				
Devolution Update and Community Asset Transfers Devolution update and review of Community Asset Transfers		Councillor Steve Bowles Claire Hawkes		19/1/21

<p>Director of Public Health Annual Report 2021</p> <p>Each year the Director of Public Health produces an annual report on the health of the population. This year the annual report focuses on domestic violence and abuse. This report covers some key areas including how to recognise signs of domestic abuse and where to get help, who may be at greater risk of experiencing domestic abuse and when, including research on warning signs leading up to domestic homicides. It also covers what is known about interventions that contribute to reducing the risk and harms of domestic abuse and the need for more work to focus on preventing perpetrators from committing domestic abuse. The report makes recommendations based on our local situation for a range of partners in Buckinghamshire to implement. Cabinet is requested to note the Director of Public Health Annual Report and endorse the recommendations within it.</p>		Councillor Angela Macpherson Dr Jane O'Grady		21/5/21
--	--	---	--	---------

Cabinet 28 September 2021				
<p>Statement of Community Involvement</p> <p>The Statement of Community Involvement (SCI) is a document that we must produce and keep up to date to ensure effective community involvement at all stages in the planning process. It sets out how anyone who lives, works, plays or carries out business in the Buckinghamshire Council area can be involved in local planning decisions and the preparation of planning documents.</p>		<p>Councillor Gareth Williams</p> <p>Darran Eggleton</p>		28/4/21
June 2021 Leader Decisions				
<p>A355 Amersham Road, Beaconsfield Layby Prohibition of Motor Vehicles</p> <p>To prevent the fly tipping of hazardous materials on two laybys located on A355 Amersham Road, Beaconsfield</p>	Beaconsfield	<p>Councillor Steve Broadbent</p> <p>Ricky Collymore</p>		2/11/20
<p>A41 PPTC Bus Lane Relocation Statutory Consultation</p> <p>Bus Lane relocation on the A41 Bicester Road as part of the A41 PPTC scheme.</p>	Aylesbury North West; Stone & Waddesdon	<p>Councillor Steve Broadbent</p> <p>Vanessa Silva</p>		14/5/21
<p>Active Travel Tranche 2 Grant Funding – scheme allocation</p> <p>Agreement to allocate Active Travel Tranche 2 Grant Funding, this is funded through a Section 31 Grant from DfT and therefore agreement on allocation is required.</p>	Aston Clinton & Bierton; Aylesbury South East; Wendover, Halton & Stoke Mandeville	<p>Councillor Steve Broadbent</p> <p>Suzanne Winkels</p>		7/5/21

<p>Agreement of expenditure of Section 31 Grant Funding To agree spending of Section 31 Grant funds as allocated by the Department for Transport</p>		<p>Councillor Steve Broadbent Suzanne Winkels</p>		21/5/21
<p>B482 Marlow Road, Stokenchurch raised table zebra crossing It is proposed that a raised speed table is constructed at the existing zebra crossing point, to act as a traffic calming feature near Hart Moor Close on B482 Marlow Road, Stokenchurch. The aim is to improve road safety for vulnerable users and address concerns of inappropriate vehicle speeds.</p>	Ridgeway West	<p>Councillor Steve Broadbent Jankin Arsalan</p>		31/3/21
<p>Biodiversity Net Gain Scheme in Buckinghamshire Next steps towards implementation of a biodiversity net gain scheme in Buckinghamshire</p>		<p>Councillor Peter Strachan David Sutherland</p>		5/10/20
<p>Budget Adjustments to the Approved Capital Programme To approve changes to the Approved Capital Programme</p>		<p>Councillor John Chilver Sue Palmer</p>		14/9/20
<p>Castle Street, Marsh Gibbon, Traffic Calming build out This build out and associated has been approved through the planning process. Unfortunately the planning process doesn't contact all of the statutory consultees as set out in the Highways (Traffic Calming) Regulations 1999</p>	Grendon Underwood	<p>Councillor Steve Broadbent Ian Sharp</p>		28/5/21
<p>Chartridge Lane, Chesham Signalised Crossing Decision to proceed to install a Puffin Signalised Crossing on Chartridge Lane, adjacent to Chiltern hills Academy.</p>	Chiltern Ridges	<p>Councillor Steve Broadbent Adrian Lane</p>		28/4/21

<p>Choice and Charging Policies Adult Social Care policies</p>		<p>Councillor Angela Macpherson Tracey Ironmonger</p>		<p>17/9/20</p>
<p>Commissioning of Direct Payment Support Service The following 4 contract will be commissioned to support the Councils Direct Payment Offer.</p>		<p>Councillor Angela Macpherson Lisa Truett</p>	<p>Part exempt <i>(para 3)</i></p>	<p>3/12/20</p>
<p>Department for Transport “Gear Change” & Local Transport Note 1/20 Briefing on new HMG active travel policies and proposal to adopt Local Transport Note 1/20</p>		<p>Councillor Steve Broadbent Suzanne Winkels</p>		<p>7/5/21</p>
<p>Fleet Trading Account Budget To agree the fleet trading account budget for 2021/22</p>		<p>Councillor Steve Broadbent Sara Turnbull</p>		<p>7/5/21</p>
<p>Hackney Carriage Tariffs To approve the maximum fares charged by Buckinghamshire Council licensed hackney carriages. To authorise the Head of Licensing to carry out the necessary advertising requirements to comply with section 65 of the Local Government (Miscellaneous Provisions) Act 1976. Subject to there being no objections following consultation, authority be delegated to the Corporate Director of Communities to adopt the proposed fares.</p>		<p>Councillor Nick Naylor Caroline Steven</p>		<p>28/5/21</p>

<p>High Wycombe Transport Strategy Consultation Request for agreement to conduct public consultation on the draft High Wycombe Transport Strategy once it has been agreed by Wycombe Members.</p>	<p>Booker, Cressex & Castlefield; Downley; Hazlemere; Ryemead & Micklefield; Terriers & Amersham Hill; Totteridge & Bowerdean; Tylers Green & Loudwater; West Wycombe</p>	<p>Councillor Steve Broadbent Suzanne Winkels</p>		<p>14/5/21</p>
<p>Highways Development Management commuted sums Highways Development Management last updated our commuted sums in 2006, this is a proposal to update these not only in line with inflation but to use a slightly different format.</p>		<p>Councillor Steve Broadbent Lee Steadman</p>		<p>15/10/20</p>
<p>Interim Tree Risk Management Strategy Approval of an interim tree risk management strategy with respect to trees that Buckinghamshire Council manages</p>		<p>Councillor Peter Strachan David Sutherland</p>		<p>5/10/20</p>

<p>Lake End Road, Dorney: Proposed mini-roundabout Construction of a mini-roundabout has been proposed for the junction of Court Lane/Lake End Rd, Dorney. This has long been an aspiration of the parish and local member, but has not been a strategic priority for funding. An opportunity has come about because of an offer by Highways England to undertake the construction work free of charge whilst undertaking the M4 Smart Motorway Project. The design and other costs of the scheme are being met through funding from the Parish, Community Board and Buckinghamshire Council.</p>	Cliveden	Councillor Steve Broadbent Dave Roberts		6/4/21
<p>Prohibition of Motor Vehicles - Stocklake and Broughton Lane, Bierton To formalise the new carriageway layout at Stocklake and Broughton Lane, Bierton. The carriageways have been realigned and now has sections where motor vehicles are physically unable to access. The proposed Traffic Regulation Order will formalise the restrictions on motor vehicle movement.</p>	Aston Clinton & Bierton	Councillor Steve Broadbent Ricky Collymore		2/11/20
<p>Support to the Provider Market To seek approval for support to ensure the care market continues to be able to respond to the needs of Buckinghamshire residents.</p>		Councillor Angela Macpherson Tracey Ironmonger	Part exempt (<i>para 3</i>)	6/4/21
<p>Town & Parish Charter To agree the Town and Parish Charter</p>		Councillor Steve Bowles Kate Walker		15/10/20

Tree Planting Programme - Year 1 Sites To agree the progression of sites for the first year of the tree planting programme		Councillor Peter Strachan Edward Barlow	Part exempt <i>(para 3)</i>	14/5/21
--	--	--	--------------------------------	---------

July 2020 Leader Decisions				
<p>Heavy Goods Vehicle Restrictions, Ivinghoe Area A report, with recommendation, to be written regarding the results and responses received during the Statutory Consultation on a proposed HGV restriction in and around the Ivinghoe area.</p>	Aston Clinton & Bierton; Ivinghoe; Wing	Councillor Steve Broadbent Ricky Collymore		18/6/21
<p>HS2 CCTV Cameras To agree the criteria and framework for CCTV camera locations to monitor HS2 activity around Buckinghamshire</p>		Councillor Steve Broadbent Joan Hancox		18/6/21
<p>Public Health Reserves Decision to agree funding from the Public Health reserve for proposals which allow the Buckinghamshire Health and Wellbeing Recovery Plan to be progressed with partners and key communities.</p>		Councillor Angela Macpherson Dr Jane O'Grady		18/6/21
<p>Watchet Lane, Holmer Green Zebra Crossing To proceed with the proposed Watchet Lane Zebra Crossing</p>	Penn Wood & Old Amersham	Councillor Steve Broadbent Tara Rutland		15/4/21
<p>Wendover Cycleway Improvements Progression of Wendover Cycleways Improvements project to construction following public consultation on 3 cycleway improvement options</p>	Wendover, Halton & Stoke Mandeville	Councillor Steve Broadbent Ben Fletcher		14/5/21
August 2021 Leader Decisions				

<p>Lacey Green Waiting Restrictions A report, with recommendation, to be written regarding the results and responses received during the Statutory Consultation on waiting restriction proposals in Lacey Green.</p>	Ridgeway West	Councillor Steve Broadbent Ricky Collymore		18/6/21
<p>Saunderton Vale Waiting Restrictions A report, with recommendation, to be written regarding the results and responses received during the Statutory Consultation on waiting restriction proposals around the Saunderton Train Station, High Wycombe.</p>	Ridgeway West	Councillor Steve Broadbent Ricky Collymore		18/6/21
September 2021 Leader Decisions				
<p>Aston Clinton - Traffic Calming Vertical traffic calming and speed limit reduction</p>	Aston Clinton & Bierton	Councillor Steve Broadbent Zunara Aslam		19/3/20

Individual Leader decisions (in consultation with the Cabinet Member) are not discussed at meetings – a report is presented to the Cabinet Member and the Leader will decide whether to sign the decision.

If you have any questions about the matters contained in this forward plan, please get in touch with the contact officer. If you have any views that you would like the cabinet member to consider please inform the democratic services team in good time ahead of the decision deadline date. This can be done by telephone 01296 382343 or email democracy@buckinghamshire.gov.uk. You can view decisions to be made and decisions taken on the council's website.

The council's definition of a 'key decision' can be seen in part 1 of the council's [constitution](#).

Each item considered will have a report; appendices will be included (as appropriate). Regulation 9(1g) allows that other documents relevant to the item may be submitted to the decision maker. Subject to prohibition or restriction on their disclosure, this information will be published on the website usually five working days before the date of the meeting. Paper copies may be requested using the contact details below.

*The public can be excluded for an item of business on the grounds that it involves the likely disclosure of exempt (private) information as defined in part I of schedule 12a of the Local Government Act 1972. The relevant paragraph numbers and descriptions are as follows:

Paragraph 1 - Information relating to any individual

Paragraph 2 - Information which is likely to reveal the identity of an individual

Paragraph 3 - Information relating to the financial or business affairs of any particular person (including the authority holding that information)

Paragraph 4 - Information relating to any consultations or negotiations, or contemplated consultations or negotiations, in connection with any labour relations matter arising between the authority or a Minister of the Crown and employees of, or office holders under, the authority

Paragraph 5 - Information in respect of which a claim to legal professional privilege could be maintained in legal proceedings

Paragraph 6 - Information which reveals that the authority proposes:

(a) to give under any enactment a notice under or by virtue of which requirements are imposed on a person; or

(b) to make an order or direction under any enactment

Paragraph 7 - Information relating to any action taken or to be taken in connection with the prevention, investigation or prosecution of crime

Part II of schedule 12a of the Local Government Act 1972 requires that information falling into paragraphs 1 - 7 above is exempt information if and so long, as in all the circumstances of the case, the public interest in maintaining the exemption outweighs the public interest in disclosing the information. Nothing in the regulations authorises or requires a local authority to disclose to the public or make available for public inspection any document or part of a document if, in the opinion of the proper officer, that document or part of a document contains or may contain confidential information. Should you wish to make any representations in relation to any of the items being considered in private, you can do so – in writing – using the contact details below.

Democratic services, Buckinghamshire Council, The Gateway, Gatehouse Road, Aylesbury, Buckinghamshire HP19 8FF 01296 382343
democracy@buckinghamshire.gov.uk



Report to Cabinet

Date: 29 June 2021

Title: Children's Services Improvement Plan Update

Relevant councillor(s): Cllr Anita Cranmer, Cabinet Member for Children's Service

Author and/or contact officer: Richard Nash, Corporate Director Children's Services

Ward(s) affected: All

Recommendation: For Cabinet to note the current progress of the Ofsted Improvement Plan and the continued impact of COVID-19 on the service.

Content of report

1. The impact of COVID-19 has led to significant rise in demand that continues to be unpredictable. This coupled with an increase in the complexity and seriousness of situations that children and young people find themselves in, is having a substantial impact on workloads; however, the service's response to ensure children and young people are kept safe continues to be of paramount importance.
2. The challenges created by increases in demand which require our intervention began throughout the latter part of 2020. The service has and continues to experience a significant rise in demand creating further pressure on the Multi Agency Safeguarding Hub (MASH), Assessment and Help and Protection Teams. In order to manage the changes in workload safely, the service has moved resources to support the 'front door' and additional workers have been employed on a temporary basis to create capacity. The Senior Management Team (SMT) has remained focused on ensuring that staff are supported and that standards in practice are maintained. This has been achieved to date in spite of the uncertainty all local authorities face in the current environment.
3. Analysis of our data confirms the changes that the service is experiencing and what is more pronounced are the changes in 'seriousness' of incidents involving children and young people. This significant changes in casework that is complex such as sexual abuse, mental health and substance misuse, results in a disproportionate impact on the social work time required to manage each case.
4. Despite the pressures in the service during the last 9 months, work on the Improvement Plan has continued. Within the MASH, there has been a 40% increase in contacts

compared with last April yet the MASH has maintained good performance with a decision made on 96% of contacts within 24 hours and 95% of referrals completed in 72 hours.

5. The evidence of demand changes is also very clear from the data, particularly the over 60% increase in strategy meetings and those leading to Section 47 enquiries. That said, caseloads remain manageable for the majority of social workers across the assessment teams.
6. The performance data in relation to our Help and Protection teams highlights increases in demand in relation to child protection plans. Caseloads do not highlight serious problems although there are a small number of workers with slightly more children allocated to them than we would want.
7. The Children in Care team are progressing forward and are actively addressing the well documented challenges from last year. The team is fully staffed, and the team manager is fully focused on improvement, especially in terms of quality. Quality assurance activity has demonstrated improvements in direct work with children and young people in care. Analysis of case recordings show thoughtful and effective direct work with young people and increasingly effective management oversight that influences care planning. Where casework is dip sampled or audited in the Children in Care team there are increasing examples of good quality work which indicate the right direction of travel at the right pace.
8. Improvements have been made in the relationship between Personal Advisors (PA) and care leavers. This is evident from quality assurance work. The staff group is now more settled, and managers are improving their grip on the work. This has led to improvements in visiting frequencies, the number of care leavers 'in touch' with the service and pathway plans. Quality assurance processes allow for there to be a focus on where performance can improve further particularly in relation to management oversight and supervision. The expectation is that managers will provide a robust quality check on case work and ensure that pathway plans, for example are of sufficient quality and that casework delivers the actions required of the plan. The team has an upward trajectory and progress is being closely monitored by the Head of Service.
9. What our quality assurance processes tell us is that we have more to do to improve the overall standard of management oversight and supervision and to improve consistency. Detailed and focused work is underway to do this. Each first and second-line manager has received detailed feedback on where improvement needs to be made and how to achieve this. It is our view that increasing the effectiveness of management oversight and supervision will make the difference to securing 'good' outcomes for children and young people.
10. The improvement plan (Appendix 1) has one area of red in terms of RAG rating. That is 4.10 'Children in care have a clear permanency plan by their second review.' It is expected that there will be sufficient evidence for this to be 'amber' by the time this plan is

reviewed next. Almost all other areas are 'amber'. This indicates that the service is maintaining and making progress in all other areas; however, there is no complacency on the part of managers and staff and it is clear that there are risks to progress, particularly in relation to recruitment and retention, demand changes and service resilience. The unwavering focus of senior leaders is to continue to understand the service in terms of the impact and performance of each first line manager and provide support, learning and challenge to their work to ensure outcomes for our children and young people consistently improve. It is clear that if first line managers deliver highly effective levels of direction and support then the work will be consistently of the standard that we need it to and have a positive impact for children and young people.

11. The recruitment of both qualified social workers and first and second-line managers remains a very high priority for the service. It is clear that the combined impact of working remotely for a significant period, the increased exposure to disturbing scenarios involving children and the increases in demand all have an impact on our staff. Staff support continues to remain extremely important.

Other options considered

N/A

Legal and financial implications

N/A

Corporate implications

N/A

Consultation and communication

N/A

Next steps and review

N/A

Background papers

Appendix 1 – Improvement Plan

This page is intentionally left blank

Children's Services
Improvement Plan, May 21

1. First Response (MASH)

What do we want to see?

1. Professionals identify children and young people in need of help and protection. They make appropriate referrals to children's social care and are able to access social work advice. There is a timely and effective response to referrals, including out of normal office hours.
2. Professionals understand thresholds and this leads to children and families receiving effective, proportionate and timely interventions, which improve their situation.
3. Children and families experience child protection enquiries that are thorough and lead to timely action, which reduces the risk of harm to children.
4. Neglect, sexual abuse, physical abuse and emotional abuse are effectively identified and responded to. Children and young people who live in households, where at least one parent or carer misuses substances or suffers from mental ill-health or where there is domestic violence, are helped and protected.
5. Social workers recognise the factors that can make children more vulnerable and tailor their interventions appropriately. This includes, but is not limited to, disabled children, children who are privately fostered, children not attending school, vulnerable adolescents and children at risk of radicalisation or exploitation or becoming involved in gangs.
6. Children and young people who are missing from home, care or full-time school education (including those who are excluded from school) and those at risk of exploitation and trafficking receive well-coordinated responses that reduce the harm or risk of harm to them. For those who are missing or often missing, there is a clear plan of urgent action in place to protect them and to reduce the risk of harm or further harm.
7. Information-sharing between agencies and professionals is timely, specific, effective and lawful.

What needs to change?

1. Managers in the MASH ensure a timely and effective response to concerns regarding domestic abuse. The recently introduced daily triage meetings provide a forum for reviewing lower risk domestic abuse notifications from the police. These result in timely and appropriate decision-making about next steps, but no record is kept of these important decisions. This has the potential for the assessment of risk or need to not be informed by important historic information.
2. When children need protecting, the response is mostly effective, but the threshold for child protection intervention is not consistently applied. Although managers in the MASH recognise when children are at risk of, or have suffered from, significant harm, strategy discussions are not consistently held in a timely manner, which causes unnecessary delay and leaves children in situations of unassessed risk of potential harm. In addition, in a small minority of children's cases, not all relevant agencies are consistently engaged in strategy discussions, particularly health partners.
3. There is lack of consistent and effective management oversight and supervision.
4. Improve the quality of case recording to ensure that the reader can easily understand the application of thresholds as well as the presenting issues.

Ref	Outcome	Lead	RAG
1.1	Regular supervision takes place which promotes a reflective and analytical approach to children and families' needs. Supervision is utilised to increase workers' confidence, competence and their ability to think critically leading to improved decision making and effective interventions with children and families.	Team Manager and Assistant Team Managers	
1.2	Regular management oversight to be consistently evident in decision making and easily located on the child's case file.	Team Manager and Assistant Team Managers	

1.3	Cases consistently demonstrate an understanding of the history and take that into account when applying threshold.	Social Workers	
1.4	Analysis and recommendations consistently link to threshold guidance.	Social Workers	
1.5	All relevant agencies are consistently engaged in strategy discussions/meetings to inform identification of risks to children, when assessing the need for child protection intervention.	Head of First Response and Team Manager	
1.6	Staff understand and effectively apply threshold for child protection intervention to minimise delay in convening strategy discussions/meetings.	Head of First Response and Team Manager	

2. Assessment Teams

What do we want to see?

1. Assessments and plans are dynamic and change in the light of emerging issues and risks.
2. Assessments are timely and proportionate to risk, informed by research and by the historical context and significant events for each child.
3. Assessments lead to direct help for families if needed and are focused on achieving sustainable progress for children. Help given to families is proportionate to the level of need.
4. Information-sharing between agencies and professionals is timely, specific, effective and lawful.
5. Decisions are made by suitably qualified and experienced social workers and managers. Actions are clearly recorded. Systematic and effective management oversight of frontline practice drives child-centred plans and actions within the timescales appropriate for the child.
6. Children, young people and families benefit from stable and meaningful relationships with social workers. They are consistently seen and seen alone by social workers if it is in the best interests of the child. Practice is based on understanding each child's day-to-day lived experience. Children are safer as a result of the help they receive.
7. Children and young people are listened to. Practice focuses on their needs and experiences and is influenced by their wishes and feelings.

What needs to change?

1. Improve the quality of assessment and planning to ensure that risk is identified and responded to promptly, especially when risks escalate.
2. Ensure that assessments and plans identify the unique needs and experience of each individual child, particularly when they are part of a large family of brothers and sisters.
3. Assessments, including those of unborn children, are too descriptive of families' circumstances and some lack insight into the child's experience.
4. Ensure that care plans for children reflect their diverse needs and individual identities, and are realistic about achieving change. The quality of children's plans is too variable.
5. There is lack of consistent and effective management oversight and supervision.
6. Social workers do not demonstrate enough professional curiosity to find out what is happening for children to understanding what life is like for them.
7. The quality of children in need and child protection plans is too variable. Plans include too many actions, making it difficult for families and professionals to understand where to focus their attention. In addition, some plans do not explain the consequences or contingencies if the changes are not made.
8. The majority of care plans are not up to date or specific enough to understand the child's lived experiences or the risks and difficulties that they face.
9. Sometimes initial visits to children take too long and there can be gaps in visiting after initial intervention.

Ref	Outcome	Lead	RAG			
			Aylesbury	Wycombe	Chilterns	Overall

2.1	Regular supervision takes place which promotes a reflective and analytical approach to children and families' needs. Supervision is utilised to increase workers' confidence, competence and their ability to think critically leading to improved decision making and effective interventions with children and families.	Team Managers and Assistant Team Managers				
2.2	Regular management oversight to be consistently evident in decision making and easily located on the child's case file. Management oversight should demonstrate the clear rationale, assessment of risk and evidence base for decisions, including the anticipated impact on the child.	Team Managers and Assistant Team Managers				
2.3	Where required, cases consistently have succinct, clear chronologies and case summaries which support the reader to understand the child's current circumstances quickly.	Social Workers				
2.4	Assessments effectively identify and analyse risks and needs including current and historic factors, are individualised for each child in the family, take account of the child's identity and routinely consider parental capacity.	Social Workers				
2.5	Robust child-centred plans are SMART, reflect the needs identified in the assessment, timely and reviewed to mitigate against drift and delay.	Social Workers				

3. Help and Protection

What do we want to see?

1. Children in need of help and/or protection have a plan setting out how they will be helped, how their needs are going to be met and how risk will be reduced within the timescales appropriate for the child. If families refuse to engage, clear contingency plans are in place. These are based on the assessment of need and risks to the child.
2. Decisive action is taken to avoid drift and delay. Plans and decisions are reviewed regularly.
3. Alternative decisive action is taken if the circumstances for children do not change and the help provided does not meet their needs, or the risk of harm or actual harm remains or intensifies.
4. Children who need protection are subject to a child protection plan that identifies the work that will be offered to help the family and the necessary changes to be achieved within appropriate timescales for the child or young person
5. Plans address all the identified needs from assessments. They are clear and easily understood. Families understand what is expected of them, and others, and by when and what will happen if they fail to make the expected progress
6. Children, young people and families benefit from stable and meaningful relationships with social workers. They are consistently seen and seen alone by social workers if it is in the best interests of the child.
7. Children and young people are listened to. Practice focuses on their needs and experiences and is influenced by their wishes and feelings. Children, young people and families have timely access to, and use the services of, an advocate. Feedback from children and their families about the effectiveness of the help, care or support they receive informs practice and service development.
8. Information-sharing between agencies and professionals is timely, specific, effective and lawful.

What needs to change?

1. Where stable, frontline managers are in place it is bringing increased rigour in ensuring appropriate supervision and case direction takes place. There is more to do to ensure managers consistently identify and address drift, delay and poor practice.
2. Significant action has been taken to improve the quality of assessments, but too much variability remains. Assessments often lack sufficient analysis to adequately identify need, manage risk and take effective decisions regarding next steps.

3. There is lack of consistent and effective management oversight and supervision.
4. Assessments do not always capture the impact of identity, culture and diversity on children and families' experiences including family dynamics and history.
5. There is inconsistency in the quality and effectiveness of plans within Help and Protection. More work needs to take place to ensure plans focus on clear, time bound interventions aligned to assessed need. Plans should be closely monitored with regular analysis that considers the impact of intervention on improving outcomes.
6. Contingency plans are not always in place, making it difficult for parents and professionals to be clear about the consequences should progress not be achieved.
7. Social workers visit children regularly and in some cases build effective relationships with them, taking time to understand their experiences; however practice remains inconsistent with not all children visited in accordance with their needs and visits are not always appropriately recorded

Ref	Outcome	Lead	RAG			
			Aylesbury	Wycombe	Chilterns	Overall
3.1	Regular supervision takes place which promotes a reflective and analytical approach to children and families' needs. Supervision is utilised to increase workers' confidence, competence and their ability to think critically leading to improved decision making and effective interventions with children and families.	Team Managers and Assistant Team Managers				
3.2	Regular management oversight to be consistently evident in decision making and easily located on the child's case file. Management oversight should demonstrate the clear rationale, assessment of risk and evidence base for decisions, including the anticipated impact on the child.	Team Managers and Assistant Team Managers				
3.3	Cases consistently have succinct, clear chronologies and case summaries which support the reader to understand the child's current circumstances quickly.	Social Workers				
3.4	Robust child-centred plans are SMART, reflect the needs identified in the assessment, timely and reviewed to mitigate against drift and delay.	Social Workers				
3.5	Assessments are routinely updated every six months for those under 1, every 12 months for those over 1 and whenever there is a significant change in a child's circumstances. This includes those on CIN plans.	Social Workers				

4. Children in Care and Care leavers

What do we want to see?

1. Children and young people become looked after in a timely manner and in their best interests. Decisions that children should be in care are based on clear, effective, comprehensive and risk-based assessments, involving, if appropriate, other professionals working with the family.
2. All agencies and professionals work together effectively to reduce any unnecessary delay in receiving support and achieving permanence for children.
3. The wishes and feelings of children, and those of their parents, are clearly set out in timely and authoritative assessments and applications to court. Assessments of family members as potential carers are carried out promptly to a good standard.
4. Children's care plans comprehensively address their needs and experiences, including the need for timely permanence. Children's plans are thoroughly and independently reviewed with the involvement, as appropriate, of parents, carers, residential staff and other adults who know them. Plans for their futures continue to be appropriate and ambitious.
5. Children are seen regularly and seen alone by their social worker and children understand what is happening to them. Children have positive and stable relationships with professionals and carers who are committed to protecting them and promoting their welfare.

6. Children in care and care leavers are helped to understand their rights, entitlements and responsibilities. Children and young people have access to an advocate and independent visitor when needed. Care leavers are well-informed about access to their records, assistance to find employment, training and financial support.
7. The local authority celebrates the achievements of children in care and care leavers. It shows it is ambitious for their futures.
8. Children in care and care leavers are in good physical and mental health, or are being helped to improve their health. Their health needs are identified and met.
9. Children and young people make good educational progress at school or other provision since being in care. They receive the same support from their carers as they would from a good parent.
10. Care leavers have timely, effective pathway plans (including transition planning for children in care with learning difficulties and/or disabilities). These plans address all young people's needs. Reviews of plans for care leavers are thorough and involve all key people, including the young person, who understands their pathway plan and contributes to its development.
11. Information-sharing between agencies and professionals is timely, specific, effective and lawful.

What needs to change?

1. The detailed knowledge individual social workers have about their children is not always reflected in the information recorded on case files.
2. Poor historical leadership in both CiC teams has resulted in gaps in knowledge and practice amongst the workforce.
3. There is lack of consistent and effective management oversight and supervision.
4. Actions to address poor practice has led to turnover of staff and caseload pressures. This has not assisted in ensuring that there is consistency and good planning for our children and young people.
5. Achieving consistent levels of compliance has been and remains variable.
6. Audits and case sampling indicate that there needs to be improvements in understanding the history (chronologies), current assessments, permanency tracking and the ability to plan effectively. This is particularly apparent with older long term LAC.
7. Continue to improve the performance to ensure that the health needs of children in care are met through timely health assessments and care leavers have access to their health history.
8. Joint work with CAMHS has and is improving, particularly in relation to local LAC. Challenges remain in some instances for out of county LAC.
9. Responses to changing circumstances of children and young people are not always robust or timely enough.

Ref	Outcome	Lead	RAG		
			CiC	Care Leavers	Overall
4.1	Regular supervision takes place which promotes a reflective and analytical approach to children and families' needs. Supervision is utilised to increase workers' confidence, competence and their ability to think critically leading to improved decision making and effective interventions with children and families.	Team Managers and Assistant Team Managers			
4.2	Regular management oversight to be consistently evident in decision making and easily located on the child's case file. Management oversight should demonstrate the clear rationale, assessment of risk and evidence base for decisions, including the anticipated impact on the child.	Team Managers and Assistant Team Managers			
4.3	Cases consistently have succinct, clear chronologies and case summaries which support the reader to understand the child's current circumstances quickly.	Social Workers			

4.4	The child or young person's circumstances are reflected in updated assessments prior to each review or equivalent. In the event of a trigger event (such as first missing episode or contextual safeguarding incident) the assessment is updated.	Social Workers			
4.5	Workers have sufficient knowledge and understanding of statutory procedures and compliance.	Head of Children in Care and Team Managers			
4.6	Effective direct work that is linked to the plan and current assessment of need must be evident, with impact on outcomes recorded on the child's case files.	Social Workers			
4.7	Health needs of children in care are met through timely health assessments and care leavers have access to their health history.	Social Workers			
4.8	Monitoring and visiting arrangements to all children looked after in placements with parents are sufficiently robust to ensure their safety and progress until these arrangements are formally resolved.	Team Managers and relevant Head of Service			
4.9	An effective procedure for accommodating and supporting unaccompanied asylum-seeking children, including those who arrive outside office opening hours, to ensure that their immediate needs and vulnerabilities are appropriately assessed.	Service Director and Head of Children in Care			
4.10	Children in care have a clear permanency plan by their second CLA review.	Social Workers, Team Managers and Independent Reviewing Officers			

5. Child Protection Advisers and Independent Reviewing Officers

What do we want to see?

1. Independent Reviewing Officers (IROs) and Child Protection Advisers (CPAs) offer strong, positive challenge via flexible and supportive actions to drive forward good practice and bring effective, timely support which prevents unnecessary drift and leads to improved outcomes for children and families.
2. CPAs make safe decisions at conferences and ensure measures are put in place to effectively safeguard children and young people. There is evidence of parental and child participation (where appropriate) within conferences, documents and case recordings.
3. CPAs work closely with professionals and families to effectively quality assure initial arrangements for and continued tracking against the child protection plan, overseeing and scrutinising outcomes for the child.
4. IROs apply robust scrutiny which impacts the care planning and review process for each child. IROs are strong advocates for children and young people and work diligently to ensure the child's wishes and feelings are given full consideration and that the care plan fully reflects the child's current needs. They work collaboratively with children in care teams to prevent drift and delay and escalate, when necessary, to ensure positive outcomes for children.
5. Plans to make permanent arrangements for children and young people are effective and regularly reviewed by IROs.
6. IROs challenging any shortfalls in care plan actions and checking the progress of children in between their statutory reviews. They ensure that children are seen and supported to contribute to their review and to influence planning.
7. LADO expertise and advice is available to support other professionals in determining the best steps to take next where there are allegations or concerns about professionals or adults working with children. There is a timely and effective response to referrals and allegations.

What needs to change?

- Evidence indicates that in the main, IROs and CPAs develop positive relationships with and detailed knowledge of their allocated children but they do not yet consistently challenge deficits in practice effectively. This means outcomes for children have, in too many cases, remained poor.
- Limited management oversight across operational teams has led to drift, delay and poor practice in care planning. IROs and CPAs need to work more effectively to help secure the right outcomes for children and young people.
- More work is required to ensure the resolution process for IROs is effective, perceived as constructive and results in proactive, timely responses positively impacting outcomes for children.

Ref	Outcome	Lead	RAG		
			CPAs	IROs	Overall
5.1	Regular supervision takes place which promotes a reflective and analytical approach to children and families' needs. Supervision is utilised to increase workers' confidence, competence and their ability to think critically leading to improved decision making and effective interventions with children and families.	Team Managers			
5.2	Regular management oversight to be consistently evident in decision making and easily located on the child's case file. Management oversight should demonstrate the clear rationale, assessment of risk and evidence base for decisions, including the anticipated impact on the child.	Team Managers			
5.3	Effective care plans and permanency plans aligned to the individual needs of the child/young person.	IROs			
5.4	Active participation from IROs in the updating of assessments prior to each children in care review.	IROs			
5.5	IRO contributions are focussed on improving outcomes for children and young people. Their level of expertise adds value to both casework and social worker development.	IROs			
5.6	IRO oversight considers both the health and educational outcomes of children in care and care leavers	IROs			
5.7	Robust child-centred plans that are SMART, reflect the needs identified in the assessment, timely and reviewed to mitigate against drift and delay.	CPAs/IROs			
5.8	Expert advice in relation to child protection work is consistently evident in case recording and the interventions of CPAs evidence impact on outcomes for children and young people.	CPAs			
5.9	Records of LADO strategy meetings reflect how the integrity of the investigation will be maintained and the decision making of what information to share with whom and when.	LADO			

6. Overarching Themes

Ref	Outcome	Lead	RAG
6.1	A more stable and permanent workforce, reducing our reliance on agency workers.	HR Business Partner	
6.2	What we expect good social work practice to look like in Buckinghamshire features in recruitment, induction and appraisal procedures.	HR Business Partner	
6.3	First and second line managers have the knowledge, skills and ability to plan, direct and shape assessments that enable robust plans and strong risk management to be created.	Service Director and Heads of Service	

6.4	A fit for purpose electronic recording system, processes and workflows that support good social work practice.	Service Director and equivalent from ICT and Business Intelligence	
6.5	All performance management information is based on accurate data, and that managers and leaders use it effectively to measure and inform service improvements.	All CSC workforce and Business Intelligence	
6.6	A co-orientated, multi-layered approach to auditing that provides a service wide view of the quality of practice.	Head of Quality, Standards and Performance and SMT	
6.7	Case files demonstrate good and effective knowledge of contextual safeguarding which is reflective of a skilled and aware workforce.	Service Director and Heads of Service	

7. Early Help

What do we want to see?

1. Early help assessments are timely and proportionate to risk, informed by the family's historical and current context as well as any significant events. Plans are dynamic, changing in the light of emerging issues and risks.
2. Early help assessments inform the development of an agreed action plan and are focused on achieving sustainable progress for the family and children. Support given to families is proportionate to the level of need.
3. Information-sharing between agencies and professionals is timely, specific, effective and lawful.
4. Systematic and effective management oversight of practice addresses deficits in quality and drives child and family centred plans. Management oversight provides clear case direction with actions, rationale and timescales appropriately recorded.
5. Managers within the Family Support Service promptly and appropriately escalate cases where there is significant risk of harm to a child/young person without delay.
6. Children, young people and families are listened to. Practice focuses on their needs and experiences and is influenced by their wishes and feelings.
7. Outcomes are achieved for children and families.

What needs to change?

1. Strengthening the interface between the Family Support Service and the core social work teams to ensure that effective transfer arrangements are in place to step children's cases up or down, according to the level of need.
2. Further work is required to ensure that all partner agencies are consistently providing effective interventions to those children and families requiring low-level support in order to reduce the reliance on the Family Support Service.
3. Early help assessments and plans are mostly comprehensive. The local authority uses a range of approaches, including feedback from children and families, to evaluate the impact of the service. This is making a positive difference to some children's lives but is not yet reaching all the children whom it needs. There is evidence to show that the Family Support Service is now taking a higher proportion of contacts received by the MASH; however, it is too early to determine whether the service is having a demonstrable impact on reducing the number of referrals to children's social care.
4. Performance information is too limited to inform an accurate understanding of the effectiveness of the service.
5. Management oversight of the work allocated to early help within the MASH is regular but is not always sufficiently clear or timebound. When children's cases do get transferred to this part of the service, they are not allocated to specific officers to progress actions, which results in unnecessary delays in progressing some referrals, preventing timely assessment of children's needs.

6. Workers in the early help Family Resilience Service provide a range of interventions to support children and parents. Not all intervention is effective in helping to improve family circumstances, as delays are evident in stepping a small minority of children's cases up to social care when their needs escalate or their circumstances do not improve.

Ref	Outcome	Lead	RAG		
			Aylesbury	Wycombe	Chiltern
7.1	Regular supervision takes place which promotes a reflective and analytical approach to children and families' needs. Supervision is utilised to increase workers' confidence, competence and their ability to think critically leading to improved decision making and effective interventions with children and families.	Service Manager and Team Managers			
7.2	Regular management oversight to be consistently evident in decision making and easily located on the child's case file. Management oversight should demonstrate the clear rationale, assessment of risk and evidence base for decisions, including the anticipated impact on the child.	Service Manager and Team Managers			
7.3	Where required, cases consistently have succinct, case summaries which support the reader to understand the child's current circumstances quickly.	Service Manager and Family Support Workers			
7.4	Assessments effectively assess family circumstances and identify the emergent needs of children and young people ensuring that appropriate, timely and co-ordinated support can be put in place.	Family Support Workers			
7.5	Robust SMART family support plans reflect the needs identified in the assessment, are timely and collaborative with families and professionals. Plans are reviewed regularly to mitigate against drift and delay.	Family Support Workers			

This page is intentionally left blank



Report to Cabinet.

Date: 29th June 2021

Title: Future Highways Services Contract

Relevant councillor(s): Steve Broadbent, Cabinet Member for Transport

Contact officer: Rob Smith

Author: David Farquhar

Ward(s) affected: All wards, as a council wide service

Recommendations:

- 1. To note the progress made to date on the procurement of the new Highways Services Contract.**
- 2. To agree the Evaluation and Quality Criteria for determining the new service providers.**
- 3. To agree the Extension Criteria and Process.**
- 4. To note the proposed change in name for the service and the terms of the Alliance.**

1.0 Reason for decision

1.1 The current contract which was awarded to Ringway Jacobs in 2009 is due to expire on 31st March 2023.

1.2 A previous paper presented to Cabinet on 2nd March 2021 set out the rationale and proposed way forward for the procurement of the Highways Services Contract. The paper also included a new operating model to best deliver the outcomes of the service and to contribute towards some of the key strategic objectives of the council.

1.3 In addition it was agreed that a future paper would be presented to Cabinet to seek views and agreement on the evaluation and quality criteria that would be used to determine the selection process and outcome of the procurement exercise as well as the criteria and process for determining any potential future extensions of the contracts.

1.4 The proposal also agreed the formation of an Alliance and this paper sets out the proposed governance arrangements and format of how the alliance would function and operate.

2.0 Executive summary

2.1 The project team, with support from the Member Reference Group and other disciplines from across the Council and externally have made excellent progress. Key actions and progress to date include:

- Agreement to use a Competitive Procedure with Negotiation (CPN) under the New Engineering Contract 4 (NEC 4) suite of documents as the most appropriate mechanism for the procurement of both the Term Maintenance Contract (TMC) and the Term Consultancy Contract (TCC) and a Restricted Procurement exercise to be used for the 2 frameworks.
- A service provider engagement day has been set for 8th July 2021 to announce and advise the market of the procurement exercise that Buckinghamshire Council will be using, how the new operating model will operate, and explaining what we are expecting and looking for.
- Initial tender documentation is programmed to be sent out in early August.
- Four main workstreams have been established and a summary of the progress on each is given below. Generally, progress is on track with the initial programme, attached as **Appendix 1**.
 - a) **Contract Documentation** – Development and writing of the contract documents is understandably the largest and most time-consuming element of the procurement process, with many elements including the specification and scope requiring significant re-writing, however it is progressing well. Other elements of the tender documentation, including the initial Selection Questionnaire have been drafted, along with the evaluation and assessment criteria, extension criteria and the proposed governance arrangements for the Alliance, all of which is explained more within this paper and as per the attached **Appendices 2, 3 and 4**.
 - b) **Accommodation and Fleet** – A full inventory of all the fleet, depot and office accommodation required for the new contract has been produced. Exploration of any potential additional site availability for carrying out the

operations including potential sites for recycling facilities are also being conducted.

- c) **IT systems and Interfaces** – Identification of all the systems, existing supplier arrangements, hosting etc. has been established and work to identify any potential rationalisation of the systems is progressing, including ensuring that the systems are all secured in the required timescales. This, along with other issues will be a key element in discussions with the successful bidders to ensure that any migration of information is carried out prior to the start of the new contracts.
- d) **Transition** – This workstream covers de-mobilisation and mobilisation and is closely linked into the work of the other workstreams. Contingency plans are being developed to ensure a smooth and seamless transfer from the current to the new arrangements. TUPE is invariably an area which bring challenges to most large procurement exercises. This has been recognised and understood at an early stage and requests for information of details for any TUPE transfers has already been made to our current service provider. In addition, significant support is being provided by HR and legal services who have extensive experience in carrying out TUPE transfers. Notwithstanding this has been highlighted as a key risk area within the project.

2.2 The transfer back into the council from Ringway Jacobs, of various teams along with the recruitment of 4 of the 5 identified positions has progressed successfully. One of the key aspects of this early transfer was to enable and facilitate improved working relationships and communications with Members, key stakeholders, including Town and Parish councils, and the wider community. These, along with the other posts, are not only enabling the client team to better facilitate the re-procurement of the highways services contract but also manage the contractual arrangements going forward to better influence and control the policy, levels of service and programmes of work.

3.0 Background

3.1 The Council's £45m per annum contract for highways services delivers all aspects of transportation and highways services, in terms of maintaining the highway. The current service is provided by Ringway Jacobs (RJ).

3.2 The recent scope of the contract includes the following services however, certain teams as shown below have already been transferred back to the Council:

- Routine Maintenance including defect repairs, drainage, highway grass cutting (non-devolution areas), weed killing, signs and lines.

- Winter Maintenance including gritting
- Street Lighting Design and Maintenance Works
- Management of all Street works on the Highway
- Design and Delivery of the Capital Maintenance Programme (Resurfacing)
- Traffic Signals and Intelligent Traffic Systems
- Structures – maintenance and improvement work
- Network Safety and Casualty Reduction
- Network Improvements, including some larger capital projects for the council
- Asset Management
- Local Area Technicians and Customer Compliance Officer (CCOs) – transferred to the council with effect from 1/1/21
- Communications - transferred to the council with effect from 1/1/21
- On Street Parking including management of the NSL Contract - transferred to the council with effect from 1/1/21

3.3 New Engineering Contract (NEC 4) will be used for the future highway services contracts with amendments and additional clauses restricted to ensuring compliance with the Buckinghamshire Council constitution, governance and other corporate requirements.

3.4 The previous paper also agreed that for both the Term Maintenance Contract (TMC) and Term Consultancy Contract (TCC), the initial contract duration would be for 8 years, with the option of 2 number 2-year extensions dependant on criteria, with this criteria and a process for approval to be determined and brought back to Cabinet for a decision.

3.5 It was also agreed in the previous paper to Cabinet that the:

- Term Maintenance Contract would adopt a schedule of rates approach
- Term Consultancy Contract similarly adopt a schedule of rate approach based on hourly contractual rates
- The Frameworks/Lots be also on a schedule of rates but with an option for Target Cost approach for small and larger projects.

3.6 Members were informed that the proposed model comprises a hybrid of arrangements from the list of models which scored most highly and provides the ability to demonstrate quality and value for money, while maintaining resilience in delivering the service, in particular the winter service as shown in Diagram 1 below.

3.7 The new model also gives the Client greater control over the allocation, programming and prioritisation of works, the ability to validate and check rates across the various service providers and within the industry, and even market test if required.

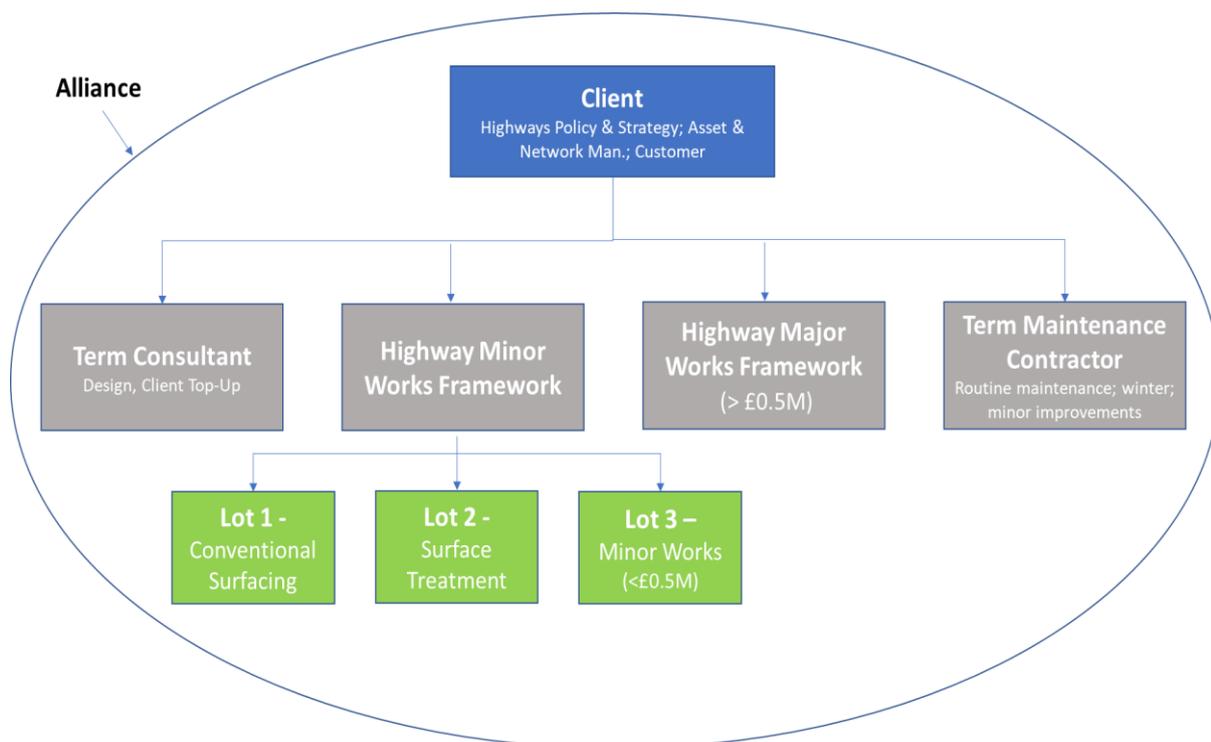


Figure 1

4.0 Buckinghamshire Highways

4.1 One of the key features of the new model was the introduction of an Alliance. This comprises all parties agreeing to share information and best practice, working together in a consistent and collaborative way to ensure efficient and effective delivery of service and operate as a single Buckinghamshire Highways team. Terms of Reference for how this Alliance will operate and function along with governance arrangements are attached as **Appendix 2**.

4.2 Currently the service is known as Transport for Buckinghamshire, (TfB). When the current contract was awarded, this name was representative of what the service comprised, in that transport, transportation and highways were all included.

4.3 However, there has been a number of changes over the life of the current contract and the transport element has been transferred back into the council and no longer forms part of the contract.

4.4 In addition, the current name is also synonymous with the current arrangements.

4.5 It is believed that a change in name would be more representative of the service going forward and therefore, it is proposed to change the name from TfB to **Buckinghamshire**

Highways. This, not only, reflects what the service comprises but gives it an identity that is both recognisable to the communities and corporately to Buckinghamshire Council.

5.0 Evaluation Criteria

5.1 How tender submissions will be assessed and evaluated is a key element of any procurement exercise. What is seen as important, and the balance of assessing the ratio between quality and price, was an area where members wished to have an input into, in particular for the TMC and the TCC.

5.2 Attached as **Appendix 3** is the proposed evaluation criteria for assessing and evaluating the tender submissions received by the council.

5.3 In principle the criteria are based around a model that is generally used within the industry, with the ability to bespoke particular elements to the requirements and needs for these specific contracts.

5.4 Across the country contracts of a similar type typically apply a top-level ratio from 50%/50% to a 70%/30% quality/ price split with the most common being 60%/40%.

5.5 It is proposed that a 60% quality to 40% price split be used for both the TMC and the TCC. However, with the quality element also having sub sections for a) commercial terms and risk management and b) Value for Money (VfM), this proposal is believed to give the best overall balance between quality and price.

5.6 The quality element contains a number of sub sections including Operational Delivery, Social Value, Environment and Climate change, Customer engagement and a number of others and is structured in a way that it not only asks for how the service providers propose to deliver in these areas but in many sub sections, for them to be able to demonstrate how this has been achieved previously including practical examples and references. This is to allow any proposals within submissions to be checked and validated.

5.7 As mentioned above, there is a sub section included within quality relating to VfM. While overall the evaluation of quality and cost, provides value for money at the initial assessment and evaluation stage, this VfM sub section seeks to ascertain, how the service providers will ensure and give confidence that the costs and services delivered remain competitive and continue to provide VfM throughout the period of the contracts.

5.8 In addition, the contractual arrangements will have clearly defined specifications, conditions and a range of performance indicators which we would expect and measure delivery against.

5.9 How the overall assessment and evaluation process will operate is explained in more detail within **Appendix 3**.

6.0 Extension Criteria and Process

6.1 Members have previously identified the criteria and process for incentivising and offering any potential extensions to the TMC and TCC contracts as a key issue.

6.2 The agreed contract duration for both the TMC and the TCC is 8 years with the opportunity to be awarded 2 number 2-years extensions. These extensions would be subject to a qualification criteria and further detail of what this comprises is contained with **Appendix 4**.

6.3 Most, if not all, term contracts similar to the TMC and TCC, offer potential extensions, usually based around some assessment and performance related process. The extension criteria should not only incentivise services providers to deliver a good quality and efficient service, but it should also promote continual improvement and as such, there will be two levels of performance, a minimum which is expected to be met and a desirable which, while challenging, should also be attainable.

6.4 Subject to the relevant criteria being met/achieved then it would be proposed that a review be carried out by officers with a recommendation by the Head of Service/Service Director for a Key decision by the Leader or Cabinet Member (if delegated) to approve the award of any extension.

6.5 Notwithstanding the above, the Council/Client reserves the right to award or not to award any of the two number 2-year extensions.

7.0 Progress to date

7.1 Attached as **Appendix 1** is a programme with key dates and milestones showing the latest progress. As explained previously positive progress has been made and the project team remain confident of being on track to be able to commence the new contracts on 1st of April 2023 allowing for a minimum of 6 plus months for mobilisation. This is accepted as a good minimum period, to allow a smooth and seamless transfer. The key dates are as follows:

- Service Provider Engagement day – 8th July 2021
- Initial Tender Documents issued – early August 2021
- Initial Tenders submitted - November 2021
- Negotiation period – December 2021 – February 2022
- Final Tenders submitted - April 2022
- Select Preferred Bidders - June 2022
- Award of Contracts - August 2022
- Start of new Contractual arrangements - April 2023

8.0 Legal, Procurement, Financial and HR implications

8.1 The paper has been agreed with Legal Services, Procurement, HR and Finance Services.

8.2 There is a Transport Contract Re-procurement reserve which sits at £1.24m. This budget is monitored as part of regular budget monitoring.

8.3 As previously reported and as part of the MTFP process there is a provision for 'one off' funding of £200k in 2021/22, and a further £100k will be proposed as part of the budget for 2022/23 for the additional posts. At the point of the start of the new contract (April 23), this one off funding will no longer be required as this will be at least a 'net nil' position as corresponding savings will be achieved as part of the new contract.

8.4 As previously mentioned, transforming into the new service model will undoubtedly involve Transfer of Undertakings (Protection of Employment) (TUPE), which is normal for a procurement process of this nature and size. We have requested the information from Ringway Jacobs to be able to assess what these costs will be, working with HR and Finance colleagues involved in the project.

8.5 Procurement are also heavily involved in this project and external expertise and support has been sourced and is currently working along with internal procurement as part of the project team.

8.6 Legal Services are also part of the project team and again, external support as well as expertise within the council are working in developing the contract documentation with procurement colleagues.

9.0 Corporate implications

9.1 Equality. An initial equalities impact assessment has been undertaken and is reviewed and updated as required.

9.2 Data. Data protection and security implication assessment has also been undertaken, to assist and inform the procurement process to ensure that any decisions take account of data security and GDPR requirements. These assessments are reviewed and updated as required.

10.0 Consultation and communication

10.1 There has been consultation with other service areas from across the council who have either used the highways services contract in the past or may have call for using it in the

future and their feedback is being used to assist in shaping the scope and content of the contracts.

10.2 Officers continue to be in contact with other highways authorities from across the country and have regular meetings with neighbouring councils to glean and share information.

10.3 Previously a Member Reference Group comprising five elected members, including the Cabinet Member for Transport, was established and monthly meetings were held where their input and comments were sought on the various subjects. This Member Reference Group has now been replaced with a new Member Task and Finish Group, chaired by the Cabinet member for Transportation.

10.4 There is also a Project Board comprising senior officers from Finance, Legal, Procurement, HR, IT and Communications where their views and comments are sought on the various matters.

11.0 Next steps and review

11.1 A Task and Finish Member Group will be set up on the Highways Service Contract and as part of the procurement a further report will be submitted to Cabinet next summer prior to any appointments being made.

12.0 Your questions and views (for key decisions)

12.1 If you have any questions about the matters contained in this report please get in touch with the author of this report. If you have any views that you would like the cabinet member to consider please inform the democratic services team. This can be done by telephone 01296 382343 or email democracy@buckinghamshire.gov.uk

This page is intentionally left blank

Buckinghamshire Future Highway Services Contracts - Headline Procurement Programme



Activity	Start	End	2020				2021												2022												2023					
			Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	
Preparation and Planning Phase																																				
Identify and establish Project Team	Aug-20	Oct-20																																		
Establish Governance Arrangements	Sep-20	Nov-20																																		
Develop Detailed Procurement Plan / Programme and resource allocation	Oct-20	Jan-21																																		
Contract and Procurement Strategy																																				
Identify service split, scope and duration of each contract (TMC / TCC / Frameworks)	Sep-20	Nov-20																																		
Develop principles of specification and performance regime for each contract	Oct-20	Dec-20																																		
Develop Commercial Strategy for each contract	Nov-20	Jan-21																																		
Agree principles for Conditions of Contract for each contract	Dec-20	Jan-21																																		
Develop principles for the evaluation criteria and weighting for each contract	Dec-20	Jan-21																																		
Agree Procurement Procedures for each contract	Dec-20	Jan-21																																		
Finalise and document Contract and Procurement Strategy	Jan-21	Feb-21																																		
Approval of Contract and Procurement Strategy	Feb-21	Feb-21																																		
Market Communication / Engagement	Mar-21	Apr-21																																		
Term Maintenance Contract (assume CPwN Procedure)																																				
Prepare tender docs (Contract/Spec/Pricing/SQ etc)	Feb-21	Jun-21																																		
Issue Contract Notice	Jun-21	Jun-21																																		
Expression of Interest (30 days)	Jun-21	Jul-21																																		
SQs Returned	Jul-21	Jul-21																																		
Evaluate SQs and produce shortlist	Jul-21	Jul-21																																		
Issue ISIT	Aug-21	Aug-21																																		
Initial Tender Period (3 months)	Aug-21	Nov-21																																		
Initial Tenders Submitted	Nov-21	Nov-21																																		
Evaluate Initial Tenders	Nov-21	Nov-21																																		
Negotiation Period	Dec-21	Feb-22																																		
Issue ISFT	Feb-22	Feb-22																																		
Final Tender Period	Feb-22	Apr-22																																		
Final Tenders Submitted	Apr-22	Apr-22																																		
Evaluate Final Tenders	Apr-22	Jun-22																																		
Identify Preferred Bidder	Jun-22	Jun-22																																		
Governance and Approvals Process	Jun-22	Aug-22																																		
Contract Award	Aug-22	Aug-22																																		
Standstill Period (10 days)	Aug-22	Aug-22																																		
Mobilisation Period (7 months)	Sep-22	Apr-23																																		
Contract Start	Apr-23	Apr-23																																		
Term Consultant Contract (assume CPwN Procedure)																																				
Prepare tender docs (Contract/Spec/Pricing/SQ etc)	Jun-21	Oct-21																																		
Issue Contract Notice	Oct-21	Oct-21																																		
Expression of Interest (30 days)	Oct-21	Nov-21																																		
SQs Returned	Nov-21	Nov-21																																		
Evaluate SQs and produce shortlist	Nov-21	Dec-21																																		
Issue ISIT	Dec-21	Dec-21																																		
Initial Tender Period (3 months)	Dec-21	Mar-22																																		
Initial Tenders Submitted	Mar-22	Mar-22																																		
Evaluate Initial Tenders	Mar-22	Mar-22																																		
Negotiation Period	Apr-22	Apr-22																																		
Issue ISFT	May-22	May-22																																		
Final Tender Period	May-22	Jun-22																																		
Final Tenders Submitted	Jun-22	Jun-22																																		
Evaluate Final Tenders	Jun-22	Aug-22																																		
Identify Preferred Bidder	Aug-22	Aug-22																																		
Governance and Approvals Process	Aug-22	Oct-22																																		
Contract Award	Oct-22	Oct-22																																		
Standstill Period (10 days)	Oct-22	Oct-22																																		
Mobilisation Period (5 months)	Nov-22	Apr-23																																		
Contract Start	Apr-23	Apr-23																																		
Framework (s) (Assume Restricted Procedure)																																				
Prepare tender docs (Contract/Spec/Pricing/SQ etc)	Oct-21	Feb-22																																		
Issue Contract Notice	Feb-22	Feb-22																																		
Expression of Interest (30 days)	Feb-22	Mar-22																																		
SQs Returned	Mar-22	Mar-22																																		
Evaluate SQs and produce shortlist	Mar-22	Apr-22																																		
Issue ITT	Apr-22	Apr-22																																		
Tender Period (3 months)	Apr-22	Jul-22																																		
Tenders Submitted	Jul-22	Jul-22																																		
Evaluate Tenders	Jul-22	Sep-22																																		
Identify Preferred Bidders	Sep-22	Sep-22																																		
Governance and Approvals Process	Sep-22	Nov-22																																		
Contract Award	Nov-22	Nov-22																																		
Standstill Period (10 days)	Nov-22	Nov-22																																		
Mobilisation Period	Dec-22	Apr-23																																		
Contract Start	Apr-23	Apr-23																																		

Noteworthy Dates:

PIN to be issued at end of May / start June to alert the market to the upcoming opportunities. Pin has now been sent. Market Engagement Event is the 8th July. IT & Scheduling asset management system RFI has been complete and we received 13 responses from the market. Fix My Street - contract runs out 14th November 2021, G cloud 9 reprourement will commence but needs a resource to undertake this procurement.

This page is intentionally left blank

Appendix 2

Buckinghamshire Highways

1. PURPOSE

- 1.1** The purpose of this document is to state how the parties work together with the supply chain and others in a spirit of mutual trust and co-operation.
- 1.2** Working collaboratively under a 'One Team' approach is a key objective of Buckinghamshire Council's new highways service delivery model. The client's multi-provider model requires a robust governance structure to coordinate and manage the service but also to encourage an overall collaborative approach.
- 1.3** The Alliance is based on the concept that parties working together often achieve much more than if they work alone. There are benefits to be gained from collaborative working including
- Efficiencies leading to reduced cost,
 - Less duplication and reduction in waste,
 - Integration of teams and systems,
 - Maximising innovation throughout the supply chain,
 - Mitigation of risk through joint management,
- 1.4** The parties will together work under the collaborative structure known as Buckinghamshire Highways and all partners agree to promote the aims and objectives as stated below and as agreed going forward when exercising their respective roles within the Alliance.

2. PARTNERING OBJECTIVES

- 2.1** The Highways Alliance partners will collaborate in accordance with the following requirements set out below:
- To Monitor Service Performance: Ensure the services are delivered to a high standard in accordance with the contract, by commissioning qualitative and quantitative reports on performance and implementing/reviewing procedures for self-monitoring and reporting.
 - To be Proactive: Anticipate and consider proposals for any change in the service that may be required, for example, by any change in law or policy, or by any change in economic or social circumstances or expectations.
 - To be Innovative: Develop and/or consider proposals for service improvement and for greater cost-effectiveness in the delivery of the services on a whole life cycle costs basis by studying examples of best practice elsewhere.

- To Ensure Partnership: Consider any representations that may be made by any partner concerning any matter that appears to be inconsistent with the partners' commitment to work co-operatively.
- To Resolve Differences: Seek the rapid and fair resolution of any differences between the partners to the contract. The partners commit to discuss problems as soon as they arise and to work together in a no blame culture.
- Review Alliance Performance: Receive annual reports prepared separately by each of the partners setting out an open account of that partner's opinion of the state of the Alliance, successes and shortcomings over the year, and proposals for improvement in the future.
- To Report on Performance: Receive an annual report prepared jointly by the partners' senior staff on workforce matters, dealing with such matters as trends and notable events in relation to service performance, facility maintenance and lifecycle, performance management, recruitment, retention, training and development, health and safety, and equalities.

2.2 The partners each accept a duty to:

- Make a sincere effort to understand the other partner's obligations, goals, expectations, duties and objectives in entering and performing their obligations under the contract.
- Be just and faithful in all dealings relating to the contract, and to give a true account of such dealings.
- Resolve differences that may arise in relation to the partnering information or the contract by discussion and negotiation wherever possible.
- Communicate clearly and effectively, and in a timely manner, on all matters relating to the contract.
- Make the most efficient use of resources and seek to achieve cost-effective savings to the benefit of all partners.
- Deploy appropriate resources: ensure sufficient and appropriately qualified resources are available and authorised to fulfil the responsibilities set out in this document.
- Make every endeavour to ensure that all persons engaged on the contract diligently and faithfully employ themselves to bring about its performance to a high standard.

- 2.3** To foster a successful working partnership at every level, the partners will ensure that:
- All staff adopt an honest, open and trusting culture and work collaboratively.
 - Staff secondments between the partners will be encouraged.
 - Joint training and induction of staff will be encouraged.
 - Take on, manage and account to each other for performance of the respective roles and responsibilities.
 - Act in good faith and in a timely manner to support achievement of the key objectives and compliance with these principles.
 - Manage stakeholders effectively.
- 2.4** This is a medium to long term contract and it is important that there is on-going investment in the development of an efficient business and working relationship by the parties, and that they invest time and resource to continuously develop the relationship.

3. PERFORMANCE MEASUREMENT

- 3.1** One of the core objectives of the Highways Alliance is to identify and implement measures to improve the efficiency and effectiveness of the way in which works are designed, constructed, co-ordinated and managed, thus achieving increased value to stakeholders.
- 3.2** Central to this concept of continuous improvement is a process of analysis and review against targets and the use of benchmarking to compare current performance against best practice both within the agreement and, where appropriate, the wider industry. Performance indicators are an essential tool in this process, and it is intended to implement these at two levels.
- a) Alliance Key Performance Indicators (AKPI's) are directed at measuring the achievement of the objectives of the partners to the Alliance. These mutual objectives represent the aspirations of the partners to the alliance and that they work in collaboration with each other to identify strategic opportunities to jointly add value to the delivery of services. A system of AKPI's will be developed to measure the success or failure of the overarching Alliance. The strategic opportunities should be ones for which individual partners could not achieve the same outcome on their own.
 - b) Contract Key Performance Indicators (CKPI's) are directed at measuring the achievement of the objectives of the participating

organisations within their own Contract. These indicators would be the responsibility of the specific partners to provide the appropriate improvements in performance.

- 3.3 The Operations Board will be responsible for developing, implementing and maintaining these indicators and reporting to the Alliance Strategic Board for approval.
- 3.4 Should there be a failure of performance then a Performance Improvement Plan should be implemented for generating improvement or rectifying the performance failure.
- 3.5 Continuous improvement places an obligation on the parties and the supply chain to achieve more efficient ways of working together to deliver improvement when providing the services.

4. CLIENT OBJECTIVES

- 4.1 The Client's objectives for the service are detailed below and have been set taking into account both the Strategic Objectives of the Highways Service and the Corporate Strategies of Buckinghamshire Council, whilst also striving to work as partners to position ourselves at the forefront of the Highways Sector in terms of innovation and best practice.
 - a) Provide and maintain a network that is safe to use.
 - b) Provide a resilient network that maximises availability and accessibility for all and support the local economy and future growth.
 - c) Engage effectively to understand the needs of our communities and to communicate service levels and performance.
 - d) Manage highways efficiently and effectively to deliver best value and quality optimising available resources.
 - e) Optimise the use of energy and natural resources to protect our special environment and contribute to a carbon neutral county.
 - f) Embrace and demonstrate best practice, innovations and new technologies in service provision.
- 4.2 To deliver against these objectives, it is recognised that certain behaviours are required so two additional behavioural objectives have been included which are specific to the service. They are:
 - (a) Maintain safe working practices and the wellbeing of our employees through effective training, development and support.
 - (b) Work in trusting collaborative partnerships, both internally and externally.
- 4.3 These behavioural objectives underpin delivery of each strategic objective and are considered no less important than the strategic objectives because to achieve them, the right cultural behaviours must be in place as well.

- 4.4** In addition to these 8 objectives the client is also committed to an Asset Management approach to Highway Maintenance and it should therefore be highlighted that the client is committed to achieve and surpass all targets and objectives detailed within their:

Highways Asset Management Policy
Highways Asset Management Strategy
Highways Asset Management Plan

- 4.5** In addition, the client is committed to continually improving Buckinghamshire's National Highways & Transport Network (NHT) and Customer Quality Cost (CQC) Efficiency Network scores in comparison to other member authorities. The client will work with all partners to ensure this is a priority throughout the period of the contract.
- 4.6** Collaborative business relationships have been shown to deliver a wide range of benefits, which enhance competitiveness and performance whilst adding value to the organisations involved. Buckinghamshire Council have recognised these advantages and are striving to ensure that relationships which form the alliance are enabled to maximise the potential benefits. To this end the Alliance is making use of the NEC suite of contracts facilitating a culture of mutual trust and co-operation and further linking all the contracts together using the X12 option for multiparty collaboration. This should give a verified structure and transparency to our management, systems and processes between all Alliance parties. A strong emphasis on Health and Safety culture will be instilled across all areas of the Alliance coupled with an ongoing effort to drive down the environmental impact of the services we deliver. Risk and programme management form crucial contractual disciplines and aid delivery of the wider objectives.
- 4.7** The Client is committed to improving the level of information that is available to the public to keep them informed of activity on the network. Proactively updating information in the public domain will reduce enquiry volumes and improve service efficiency. All partners of the Alliance are required to work with the client to deliver and improve the availability of information throughout the period of the contract.
- 4.8** The client requires all people working on the contract to act as ambassadors for Buckinghamshire Council. It is important that when acting on behalf of the client they represent the authority to the best of their abilities.
- 4.9** The client's objectives will be continually reviewed and updated throughout the period of the contract and actioned through the Alliance Business Plan. All partners will be expected to contribute to these objectives by taking actions to improve the Alliance to the mutual benefit of all partners.

5. ALLIANCE WORKING BOARDS AND GOVERNANCE ARRANGEMENTS

- 5.1** The proposal is to create a robust governance structure to manage the whole of the highways service which has both strategic and operational boards.
- 5.2** This will:
- (a) provide strategic oversight and direction;
 - (b) be based on clearly defined roles and responsibilities at organisation, group and, where necessary, individual level;
 - (c) align decision-making authority with the criticality of the decisions required;
 - (d) provide coherent, timely and efficient decision-making;
 - (e) correspond with the key features of the governance arrangements set out in this agreement;
 - (f) recognise the need for confidential decision making on contractual and commercial issues with dedicated sections of meeting agendas for decision making between the client and the respective parties.
- 5.3** This will encourage an overall 'One Team' approach in order to ensure collaboration, coordination of works, best practice sharing, collective responsibility for health and safety and joint workforce training and development.
- 5.4** The following Alliance Boards are proposed with their respective role, remit, terms of reference, frequency etc. more fully explained in Appendix A.
- Alliance Executive Board
 - Alliance Strategic Board
 - Alliance Operations Board
 - Others and working groups as appropriate.

6. FRAMEWORK PARTNERS AND SUPPLY CHAIN

- 6.1** Effective management of the supply chain is essential if the objectives are to be met or exceeded. As such attendance and membership of the above boards by members of the frameworks and supply chain should be considered as appropriate.
- 6.2** Notwithstanding, working collaboratively with the framework providers and supply chain, encourages them to provide commercial transparency, ensures they are committed to the achievement of the Alliance objectives, assists in managing the risks and it achieves best value for money.

7. VALUE FOR MONEY

- 7.1** Value for money is the cashable gains from efficiencies that result if the service is provided to the same level of quality for a reduced cost whilst meeting the objectives. Examples of value for money include changes

that reduce waste, improve the quality of the service and or reduce the cost of providing the service.

- 7.2** All parties bring to the attention of the Alliance any matter which could provide greater value for money.
- 7.3** All parties include value for money proposals in the Service Improvement Plan, which will be duly considered and either accepted or rejected as appropriate.

Appendix A

Proposed Management Structure and Procedures for the Alliance

Central to the success of Buckinghamshire Highways Alliance is a commitment to a joint vision and objectives, effective communications, an understanding of operational processes and forums to identify and drive continuous improvement.

The management structure will be jointly developed by each of the Alliance partners together with the client. For the purposes of management during the mobilisation period the following structure is to be used, and thereafter forms the basis of the future management structure.

A five-level management structure is proposed, consisting of an;

1. Alliance Executive Board,
2. Alliance Strategic Board,
3. Operations/Consultancy Board,
4. Alliance Working Groups and,
5. Task/Work Order Groups.

Additional Working Groups are created by the Alliance Executive Board, Alliance Strategic Board or Operations/Consultancy Board when required.

Time spent by the Contractor's / Consultant's staff on the various management teams is paid for out of the preliminaries / steady state management as overheads.

Issues with the operation of the contract are dealt with as follows:

- Day to day issues – resolved via the Programme, Delivery & Task/Work Order groups via the relevant Contract Manager,
- Task/Work Order issues – taken to the Specific Task/Work Order Groups via the relevant Contract Manager,
- Operational issues – taken to the Operations / Consultancy Board via the Client Manager
- Strategic issues – taken to the Alliance Strategic Board via the Client Manager, and
- Strategic issues (un-resolved) – escalated to the Alliance Executive Board via the Client Manager

Alliance Executive Board

The Alliance Executive Board has senior members from both the Client and the Contractors'/Consultants' to represent the interests of the Parties in respect of the strategic requirements for the delivery of the service. Attendance for the supply chain and frameworks would also be members as appropriate.

If any person is unavailable the party nominates an alternative and notifies the others. The Client's representatives on the Alliance Executive Board are of the level and responsibility equivalent to the Corporate Director, Service Director, Head of Service, a Councillor (Cabinet portfolio holder), and are able to make decisions on the coverage of or variation to the contract.

The Contractors' / Consultant's representatives on the Alliance Executive Board are of the level and responsibility equivalent to that of the Client's.

The Alliance Executive Board monitors overall performance of the alliance and establishes future policies and strategies and considers when unacceptable performance issues are escalated. The Alliance Executive Board monitors input and performance into formulating the overall Annual and Medium-Term Plans. It is anticipated that the Alliance Executive Board meets half yearly.

The members of the Alliance Executive Board act in a spirit of mutual trust and co-operation.

Purpose

The functions of the Alliance Executive Board include:

- Provide the alliance with a strategic review and directional steer,
- Take ownership of and commitment to the success of the alliance,
- Performance monitoring,
- Provide the mechanism through which the Client's strategic objectives are actioned via delivery of this service,
- Provide a link to Buckinghamshire Council Executive,
- Ultimate responsibility for performance management,
- Take a strategic view of the impact of relevant issues affecting all parties,
- Oversee and promote the Annual and Medium-Term Plan,
- Oversee and review the contract Risk and Opportunity Register,
- Propose changes to the contract where this is in the interests of deriving best value,
- Drive effective performance management throughout the range of services,
- Stimulate continuous improvement in service planning and delivery,
- Champion effective working relationships between the parties and with other stakeholders,
- Review operational delivery and drive a "no compromise" culture to Health and Safety throughout the organisations alongside promoting sustainability,
- Identify, recruit, develop and retain competent resources to meet the evolving needs of the service and

- Monitor achievement against defined programmes and milestones and ensure timely action to implement improvement.

Terms of Reference

- To ensure that the strategic direction of the alliance contributes to the partners' priorities,
- To oversee and monitor the Annual and Medium-Term Plans with respect to:
 - the alliance strategy
 - the long-term objectives targets,
- To instigate and review annual revisions to the Annual and Medium-Term Plans,
- To oversee and promote organisational developments to maximise the benefits of the alliance,
- To approve strategic changes to the alliance,
- To approve changes to the contract,
- To ensure the delivery of quality services,
- To promote the alliance to the Client's authority and the wider population,
- To provide staff development opportunity and
- To scrutinise the results of management of the Alliance Strategic Board.

Suggested Agenda

- Minutes and matters arising,
- Health and Safety,
- Review/revision of strategic statements,
- Review/revision of alliance targets,
- Review of contract performance,
- Sanction and direct outputs from Operations/Consultancy Board and any Working Groups established by the Strategic Board,
- Innovation and Improvement,
- Receive presentations or demonstration of proposed or new alliance initiatives,
- Direct and monitor the Alliance Strategic Board in the development of possible new initiatives or dealing with pressures,
- Review and instruct on referrals from/to Alliance Strategic Board,
- Annual and Medium-Term Programme updates and
- Ensure compliance with all agreed alliance practices and procedures.

Alliance Strategic Board

The Alliance Strategic Board will be responsible for alliance operational matters and strategic matters escalated from the contract specific Operations / Consultancy Board. It will develop the partnering relationship, the implementation of a continuous improvement programme and monitoring of performance as well as delivery of allocated schemes through the Annual and Medium-Term Plans. It is anticipated that the group will meet initially monthly moving to four times a year once the contract has

become established. The formal meetings will deal with general management issues and overall programme. Other meetings will be held to suit needs generated by the programme.

The Alliance Strategic Board has senior members from both the Client and the Contractor / Consultant and as appropriate the supply chain and framework partners to represent the interests of all parties in respect of the operational requirements for the delivery of the service.

If any person is unavailable the Party nominates an alternative and notifies the other. The Client's representatives on the Alliance Strategic Board are of the level and responsibility equivalent to the Highway Asset Manager, Commissioning and Contract Manager etc., and are able to make decisions on the coverage of or variation to the contract.

The Contractor's / Consultant's representatives on the Alliance Executive Board are of the level and responsibility equivalent to that of the Client's.

The Annual and Medium-Term Plans are developed or updated annually. The process broadly follows the same pattern each year but is subject to changing service needs. The Contractor / Consultant appoints Contract Managers who work closely with the Clients appointed delegates to develop and implement an on-going action plan to create and maintain the management structure, working practices and performance measurement systems and to establish the working relationships necessary to achieve all the stakeholders' aspirations; all embedded within the plans.

The members of the Alliance Strategic Board act in a spirit of mutual trust and co-operation.

Purpose

The functions of the Alliance Strategic Board include:

- Provide the alliance with a management review and directional steer,
- Performance monitoring,
- Provide the mechanism through which the *Client's* strategic objectives are actioned via delivery of the service,
- Regularly report to the Alliance Executive Board
- Manage escalated issues from the alliance Working Groups and the contract specific Operations / Consultancy Board,
- Take a view of the impact of relevant issues affecting all parties,
- Develop and promote the Annual and Medium-Term Plan,
- Monitor and review the contract Risk and Opportunity Register,
- Propose changes to the contract where this is in the interests of deriving best value,
- Drive effective performance management throughout the range of services,
- Stimulate continuous improvement in service planning and delivery,
- Champion effective working relationships between the parties and with other stakeholders,
- Review operational delivery and drive a "no compromise" culture to Health and Safety throughout the organisation alongside promoting sustainability,
- Identify, recruit, develop and retain competent resources to meet the evolving needs of the service and
- Monitor achievement against defined programmes and milestones and ensure timely action to implement improvement.

Terms of Reference

- To ensure that the direction of the alliance contributes to the partners' priorities,
- To monitor the Annual and Medium-Term Plans with respect to:
 - the alliance strategy
 - the long term objectives targets,
- To instigate and review annual revisions to the Annual and Medium Term Plans,
- To oversee and promote organisational developments to maximise the benefits of the alliance,
- To approve strategic changes to the alliance,
- To approve changes to the contract,
- To ensure the delivery of quality services,
- To promote the alliance to the *Client's* authority and the wider population,
- To provide staff development opportunity and
- To scrutinise the results of management of the Operations / Consultancy Board and Programme and Delivery Groups and revise targets.

Suggested Agenda

- Minutes and matters arising,
- Health and Safety,
- Review/revision of strategic statements,
- Review/revision of alliance targets,
- Review of contract performance,
- Sanction and direct outputs from Operations / Consultancy Board and any Working Groups established by the Alliance Strategic Board,
- Innovation and Improvement,
- Receive presentations or demonstration of proposed or new alliance initiatives,
- Direct and monitor the Operations / Consultancy Board in the development of possible new initiatives or dealing with pressures,
- Review and instruct on referrals from/to Operations / Consultancy Board,
- Annual and Medium-Term Plan updates and
- Ensure compliance with all agreed alliance practices and procedures.

Operations / Consultancy Board

The Operations / Consultancy Board is responsible for alliance operational matters. It develops the partnering relationship, the implementation of a continuous improvement programme, monitors performance and allocates work through the Annual Plan.

If any person is unavailable the Party nominates an alternative and notifies the other. It is anticipated that the Operations / Consultancy Board meets initially monthly moving to four times a year once the contract has become established. The meetings deal with general management issues and overall programme. Additional meetings are held to suit the needs of the programme.

Purpose

- Provide the management, control and monitoring of the partnership,

- Debate, agree to and take ownership of the strategies, standards and policies for the partnership,
- Act as point of reference for the Alliance Strategic Board,
- Develop, monitor and review the Annual and Medium-Term Plans,
- Monitor Performance,
- Regularly report to the Alliance Strategic Board,
- Manage compliance with the Traffic Management Act,
- Provide geographic and specialist representation for local priorities,
- Proactive agreement of high-level budgets and programmes,
- Ensure collaboration and project delivery complying with programme, brief and Task/Work Orders,
- Management of specialist's processes, procedure and performance (such as specialist Subcontractors' works etc.),
- Manage, administer and operate the *service*,
- Ensure that changes are managed in accordance with the contract,
- Administer all change referrals from the Alliance Strategic Board,
- Monitor changes and report results to the Alliance Strategic Board,
- Review, manage and monitor performance of the delivery,
- Promote the development and improvement of the partnership and alliance,
- Consider, prioritise and approve business cases for developments to be included within the Annual and Medium-Term Plans,
- Develop, publish and own the Medium-Term Plan in line with the Client's strategic direction and policies,
- Monitor implementation and compliance with the Client's agreed strategies, standards and policies,
- Implement and monitor a risk management regime throughout the partnership,
- Review, approve and monitor "Continuous Improvement" initiatives,
- Discuss and escalate issues to the Alliance Strategic Board as appropriate,
- Align the partnership to the Client's initiatives,
- Promote the partnership and alliance to the elected members of the Client's authority, public and other bodies,
- Co-ordinate staff development and
- Review contract administrative process and procedure.

Suggested Agenda

- Health and Safety,
- Minutes and matters arising,
- Alliance management and working,
- Referrals from/to the Alliance Strategic Board,
- Referrals from/to Specific Task Order Groups and Working Groups established by the Operations / Consultancy Board,
- Monitor performance within the partnership
- Operational Issues,
- Reports on specific Task/Work Order projects and programmes,
- Monitor compliance with Annual and Medium-Term Plans,

- Report findings to the Alliance Strategic Board,
- Items from previous meetings (progress reports) and
- Recommend partnership and alliance developments to the Alliance Strategic Board for approval.

Scheme Programme and Delivery groups

Programme and Delivery Groups will be established and will be charged with the efficient delivery of programmes and packages of work that in combination achieve the goals of the alliance. Specific Programme and Delivery Groups are also responsible for contract compliance and budget and programme control.

These Specific Scheme Programme and Delivery groups oversee the delivery of the work instructed in the Task/Work Order.

Purpose:

- Provide the Asset Management, budgetary, programme, delivery and performance control of the alliance,
- Provide the management of the process and procedure for the individual Task/Work Order,
- Regularly report issues to the Operations / Consultancy Board,
- Control and ensure compliance of Task Order programmes with the Traffic Management Act,
- Provide link to Operations / Consultancy Board regarding day to day operational running of the alliance,
- Provide the operational management of budgets and programmes and
- Provide asset management of the alliance including forward programme and Client funding.

Terms of Reference

- Implement agreed changes,
- Action all change referrals from the Operations / Consultancy Board,
- Formulate initiatives to promote the development and improvement of the alliance,
- Promote business cases for developments to be included in the Annual and Medium-Term Plans,
- Implement and ensure compliance with agreed strategies, standards and policies,
- Operate a risk management regime throughout the alliance,
- Implement Continuous Improvement initiatives,
- Discuss and escalate issues to the Operations / Consultancy Board as appropriate,
- Assist the Operations / Consultancy Board in the promotion of the alliance to the elected members of the Client's authority, public and other bodies,
- Promote and implement staff development and
- Implement changes to the contract administrative process and procedure.

Suggested Agenda

- Minutes and matters arising,
- Health and Safety,
- alliance management and working,
- Referrals from/to the Operations / Consultancy Board,
- Monitor resources, quality and delivery against agreed programme and report to Operations / Consultancy Board,
- Control programme and budgetary issues/ operational issues,
- Project reports to the Operations / Consultancy Board,
- Items from previous meetings (progress reports),
- Manage specialist processes Task/Work Orders and delivery and
- Recommend alliance developments to Operations / Consultancy Board for approval.

Working Groups and Alliance Working Groups

Working Groups are established as required by the Strategic Board or Operations / Consultancy Board in order to deal with on-going or specific issues or topics.

The proposed initial Alliance Working Groups will be formed as follows:

- **Innovation and Sustainability**
- **Performance**
- **Communication and Stakeholder engagement**
- **Health & Safety**
- **Highway Standards**

Purpose

This is defined prior to the establishment of each Working Group, by the Strategic Board or Operations / Consultancy Board as appropriate.

The Alliance Working Groups

- **Innovation and Sustainability** – Pursue and develop innovative techniques within the alliance. Share best practice and innovative techniques within the industry to ensure best value is achieved by all Parties.
- **Performance** – Monitor and report CPM for all measures and metrics within the alliance. Set new measures and targets to reflect performance.
- **Communication and stakeholder engagement** – Formulate communication strategies and implement them across the alliance to better inform and engage with our residents and highway users, resulting in better informed stakeholders.
- **Health and Safety** – Monitor Health and Safety performance across the alliance contracts. Develop and implement best practice.
- **Highway Standards** – Monitor construction performance and quality standards on the Highway.

Terms of Reference and Agenda

If not set by the Strategic Board or Operations / Consultancy Board, the first meeting of the specific Working Group agrees terms of reference and the agenda both of which are referred back to the appropriate board for approval.

The Alliance Working Groups

- Incorporate and operate contractual change(s) and variation(s) referrals from the Alliance Strategic Board,
- To assist in ensuring compliance with agreed strategies, standards and policies,
- Discuss and escalate issues as appropriate to the Alliance Strategic Board,
- Inform and update the relevant Operations / Consultancy Board
- To identify areas which will assist the Strategic Alliance Board in the promotion of the Alliance to the Council, Public and other Bodies,
- To identify training opportunities for staff development,
- To initiate and discuss changes to the Contract and Procedure.

This page is intentionally left blank

Appendix 3

Evaluation Criteria and information.

(Note: There are a few details still to be finalised, i.e. topics for discussion at the negotiation meetings etc. and discussions on these are ongoing.)

1. Initial and Final Tender Award Criteria

Level 1 Criteria	Weighting %	No.	Level 2 Criteria	Submission	Weighting %
Service Delivery	55	1	Key People	A	0
		2	Health & Safety	A + B	P/F
		3	Assist the alliance to achieve the aims and objectives	A	5
		4	Social value	A	5
		5	Customer engagement	A	10
		6	Mobilisation and Demobilisation	A + B	5
		7	Quality and Performance management	A + B	10
		8	Opportunity and Innovation	A + B	10
		9	Environment and Carbon Agenda	A + B	10
		10	Systems and Interface	A + B	12
		11	Value for money	A + B	15
		12	Operational delivery, including resilience and business continuity	A + B	18
Commercial	5	13	Risk Allocation and Commercial Terms		100
Financial	40		Price		100

1. Quality Statements

Tenderers should note that information provided for **Level 2 Criteria, Key People** will not be scored but used to provide contextual information for assessors assessing the answers to the remainder of the questions.

In addition, information for **Level 2 Criteria, Health and Safety** will be assessed on a **pass or fail** basis, and all tenderers will be expected to pass this criterion. **A fail shall automatically result in the Client excluding the Tender from further consideration, rejecting the Tender forthwith, and not evaluating that Tender further.**

For all other **Service Delivery Level 2 Criteria**, as stated in the table above, a Quality Statement must be provided giving a description of how you will deliver the services in accordance with the contract and achieve the contract objectives. The submission should also include what extra value you will offer and clearly demonstrate the enhancement to service delivery over and above the requirements set out in the Scope.

2. Level 2 Criteria, Part A responses only.

For the Level 2 Criteria, **Key People, Assist the Alliance, Social Value and Customer engagement**, tenderers are only required to submit a part A response.

3. Level 2 Criteria, Part A / B responses and approach

For Level 2 Criteria, **Health & Safety, Mobilisation and Demobilisation, Quality and Performance Management, Opportunity and Innovation, Environment and Carbon Agenda, Systems and Interface, Value for Money and Operational Delivery including Resilience and Business Continuity** are to be presented in two separate, Parts A and B responses, as described below.

Part A and Part B will carry equal weighting and the scores for Part A will be added to the score for Part B, providing an overall total for each Quality Statement.

Part A – Proposed approach

Part A shall contain your approach and proposals against the criteria detailed, explaining how if awarded the contract, you would deliver the service and contract objectives, seeking continual improvement whilst maximising performance against each of the criteria listed.

You should also identify any risks and dependencies which you consider will be critical to the success of the objective, and set out how the people, partnering, and processes, to be

implemented in the contract will manage them. A timetable for the successful delivery of any outputs and objectives identified should also be provided.

Part B – Evidence to support the proposed approach

Part B shall contain any relevant evidence to support and demonstrate that the proposed approach outlined in Part A has been proven to work, will meet the requirements set out by the Client, and lead to successful delivery of the services in this contract.

The evidence shall consist of written statements showing how the approach proposed in Part A for the delivery of the contract has been developed, and how the proposed approach for this contract can be proven. Where possible and appropriate, you should support the written statements by reference to external sources of evidence and assurance which may include, without limitation, academic studies, journal papers, best practice studies etc.

You may provide as evidence information about the performance of the proposed solution in other similar contracts with similar scope standards and objectives. Such information should take the form of specific data demonstrating the performance of the solution in delivering against the contract including improvements in service delivery or outcomes. Focus should be on evidence capacity and capability as a contractor.

Submission formatting

Please format your submission in 11pt Calibri(Body) font and provide it formatted as A4 in Microsoft Word or an equivalent word processing format. Submissions must not be in a PDF format.

Your submission must not exceed the number of pages indicated (one page comprises one side of A4) for each question, and any part of the submission exceeding the page limit shall be disregarded. The page limits include all text, tables, images, and diagrams.

Where page limits are indicated for questions with Part A and B submissions, the page limit covers both the Part A and Part B submissions in their entirety. It is for Tenderers to decide how best to utilise the pages available across each Part.

Each sub-criterion is of equal importance to the Client, and the scoring criteria identify how the sub-criteria will be evaluated. For questions with a Part A and B submission, each Part must be clearly signposted with an appropriate heading. Each sub-criterion must also be clearly signposted within the response with an appropriate heading. Marks may be lost where the response to the specific Part, and/or sub-criterion is not contained with a clearly identified and signposted area of the Tender response.

Cross referencing is only permitted between Part A and Part B responses to the same question and is not permitted to responses to any other questions within the Tender. Where cross

referencing is made within the response to a Part A or B question, this must be clearly stated for the evaluators to follow. Marks may be lost where there is inadequate referencing within the question response.

Your submission must include as a minimum:

- (1) **Key People (Part A no scoring), 4 pages.** Please describe the management organisation and such general information on people, partnering and processes as is needed to help the assessors understand the quality statements that follow. Your submission should include:
 - a) A diagram, (not included in the number of pages) showing the organisational structure and staffing levels which will be adopted for delivering the services including the back-office functions,
 - b) Identify those Key People required by the Contract,
 - c) How resources will be deployed, managed, and developed through the mobilisation, delivery, and de-mobilisation phases of the contract.

- (2) **Health & Safety (Part A Pass or Fail Rating), 10 pages.** For the general management of the service please detail how you will carry out health and safety management whilst taking a pragmatic approach to balance risk with mitigation cost. It should include in addition to the matters referred to above:
 - a) How the supply chain will be managed and engaged,
 - b) How you will seek to ensure wellbeing throughout the workforce.

- (3) **Assist the alliance to achieve the aims and objectives (Part A – 5%), 10 pages.** How will you embed a new culture including the development of effective behaviours, and competencies, and values needed to create a high performing team. Your submission should include reference to:
 - a) The terms of reference for the Alliance,
 - b) The core service objectives.

- (4) **Social value (Part A – 5%), 8 pages.** How will social value be delivered throughout the contract. The response must include:
 - a) How the services will deliver social value and social benefit, demonstrating greater community resilience,
 - b) What social value outputs the bidder will achieve such as through creating skills, training and employment opportunities, apprenticeships, Kickstart etc. and providing additional opportunities for individuals or groups facing greater social or economic barriers and creating equal opportunities for all,
 - c) How the Tenderer will maximise the use of Employment and Skills Planning (ESP) and the benefits you will deliver.

- (5) **Customer engagement (Part A – 10%), 10 pages.** How will you support the client to proactively and effectively engage with key stakeholders including the Elected Members, the public, officers of the Client, other members of the Alliance, and other network users. It should include
- a) How you will interface with the public, interested citizens/customers, to foster a positive image of the service and council, the Alliance, and you as the Contractor,
 - b) How you will manage public enquiries and complaints promptly and positively, including how you will go about improving NHT scores,
 - c) and more generally public satisfaction with the service.
- (6) **Mobilisation and Demobilisation (Part A – 2.5% and Part B – 2.5%), 12 pages.** Produce a Mobilisation Plan detailing how the transition will be managed to ensure continuity of service starting from appointment and covering operational mobilisation, supply chain mobilisation, communication, and services handover. The Mobilisation Plan should include in addition to those matters covered above:
- a) Timelines and significant milestones including how you will ensure the lawful TUPE transfer, induction, and integration of staff,
 - b) How you will ensure co-ordination and integration with the de-mobilisation requirements and activities of the outgoing Contractor,
 - c) What resources will be made available by you, the resources required of the Client, and the steps that will be taken to ensure success,
 - d) Change and stakeholder management, training and communication plans to ensure successful transition and to build effective relationships between the members of the Alliance,
 - e) Transition risk register with impact analysis and mitigation measures,
 - f) Mobilisation programme and Annual Plan preparation for the first financial year,
 - g) Service delivery arrangements, in particular identifying how you will meet the requirements for transfer of ongoing schemes and projects.
- (7) **Quality and Performance Management (Part A - 5% and Part B - 5%), 12 pages.** Produce a quality plan detailing how you will ensure robust quality management across all aspects of the service. It should include:
- a) How you will ensure that the performance management and incentivisation mechanism is adopted throughout your organisation, and supply chain, to the benefit of the Alliance and the overall services delivered,
 - b) How performance will be managed to achieve, maintain, and ultimately surpass the required contract service levels,
 - c) How you will build an organisation that responds rapidly to new requirements and changing demands.
- (8) **Opportunity and Innovation (Part A - 5% and Part B - 5%), 8 pages.** Please identify how you will identify, manage and ultimately implement opportunities at strategic and operational level. It should include:
- a) How you will identify existing opportunities,
 - b) How you will maximise future benefits,

- c) How you will introduce innovative materials and processes which will lead to added value for the Client.

(9) **Environment and Carbon Agenda (Part A – 5% and Part B – 5%), 10 pages.** Over the term of this contract, how would you engage and work with the highway authority and other members of the Alliance to reduce the impact on the environment, including the local natural environment and on climate change. Describe how you would assist the authority in achieving its objectives, in particular in reducing carbon emissions related to the contract with the aim of achieving a net zero position no later than 2050.

(10) **Systems and Interfaces (Part A – 6% and Part B – 6%), 10 pages.** How the use of IT solutions will be delivered, managed, and improved over time. This must include how any such systems will interface with the systems of the client and any other parties within the Alliance, as well as:

- a) How any ICT system will be used to contribute to a more efficient provision of the service as a whole, including improved accuracy and greater public interaction with information,
- b) How you will improve collaboration and communication through the development of systems and tools to enable the Alliance teams to share information and communicate electronically and more effectively,
- c) How you will ensure the building and retention of digital skills within the workforce,
- d) How you will achieve the provision and improvement of ICT systems to enhance the flow of information, and interaction with the public and other stakeholders,
- e) How you will achieve the financial cost capture and allocation and how this will integrate with the Client's ICT works ordering system.

(11) **Value for Money (Part A – 7.5% and Part B – 7.5%), 10 pages.** Please identify how you will demonstrate and continue to give cost predictability, accuracy and value for money to the client throughout the duration of this contract. It should include:

- a) How efficient delivery methods have resulted in reductions in costs,
- b) How you will identify and deliver ongoing efficiencies and savings, both cashable and non-cashable,
- c) On-going cost comparisons against comparable types of activities from across other areas of the industry.

(12) **Operational Delivery including resilience and business continuity. (Part A - 9% and Part B - 9%), 16 pages.** How will the general service will be delivered and managed, and the operational improvements which you commit to achieving. It will include in addition to the above:

- a) A comprehensive office management strategy including space requirements, identification of any additional space that is not owned by the Client, office management plans and management cover, including details of additional resource location and availability,
- b) Describe the systems, processes and resources that you will use to ensure the effective and efficient delivery of the service which may require the input from the client and other parties of the Alliance,
- c) How you will achieve 'right first time',

- d) How you will ensure the correction of defects,
- e) How you will manage and mitigate risks.
- f) How you will recruit, retain and train and develop staff,
- g) A comprehensive description of the systems, processes and resources that you will use to ensure business continuity,
- h) Space requirements, identification of any additional space that is not owned by the Client, office management plans and management cover, including details of additional resource location and availability.

(13) Risk Allocation and Commercial Terms (5%), x pages. Please describe how you have assigned and dealt with risk allocation. In addition, and subject to the Minimum Requirements for Commercial Terms set out in this document, the Tenderers will provide a marked-up version setting out any financial terms and assumptions you have made within this contract. It should include in addition to the above:

- a) The processes you would implement to monitor forecast and control cost over the life of the contract,
- b) Financial, commercial and development objectives that your company has for working within this Contract,
- c) Setting out any proposed changes to the amount of Low Service Damages,
- d) Setting out any proposed changes to any of the limitation of liability amounts,
- e) Setting out any proposed changes to any of the Performance Indicator performance levels.

For the avoidance of doubt the amounts and levels specified by the Client in the above documents constitute the Client's preferred position for the purposes of negotiation and its published position for the purposes of the Commercial position scoring criteria at paragraph 4.3.

4. Scoring Criteria

Bidders should note that regardless of a Tender's overall merits, in the event that a score of 0 is awarded against any question for either a Part A or Part B submission, the Client will exclude the Tender from further consideration, shall reject the Tender forthwith, and shall not evaluate that Tender further.

4.1. Part A submission scoring criteria (For scoring Questions 2, 3 and 4, the Part A submission will also assess the evidence provided that the solution is robust)

Response Rating	Description	Score
Excellent	An excellent response provided in addressing all the criterion/sub-criterion. The submission comprehensively and fully addresses the stated requirements of the question and is clear, detailed and specific in describing the solution and how it is proposed that it will meet the Client's requirements and contract objectives.	10

	<p>The Tenderer clearly identifies, commits to, and quantifies added value within their approach, demonstrating innovation in their approach, where appropriate.</p> <p>The submission provides full confidence with regards to the solution by demonstrating a thorough understanding of the requirements, identifying, and proposing suitable mitigations for the technical and management risks, and allocating the skills and/or resources needed to deliver the proposed solution and the added value offered within the response.</p>	
Very Good	<p>A very good response provided in addressing the criterion/sub-criterion.</p> <p>The submission addresses the stated requirements of the question and all the requirements but is more general and lacks fullness, clarity or detail in describing some parts of the solution and how it is proposed that it will meet the Client's requirements and contract objectives.</p> <p>The Tenderer describes and commits to additional value and/or innovation, where appropriate, within their response, and shows the steps required to quantify the additional value.</p> <p>The submission provides a very good degree of confidence with regards to the solution by demonstrating a good understanding of the requirements, identifying and proposing suitable mitigations for the technical and management risks, and allocating the skills and/or resources needed to deliver the solution and the added value offered within the response.</p>	8
Good	<p>A good response provided in addressing the criterion/sub-criterion.</p> <p>The submission addresses the stated requirements of the question and the majority of the requirements but is more general and lacks fullness, clarity or detail in describing some parts of the solution and how it is proposed that it will meet the Client's requirements and contract objectives.</p> <p>The Tenderer describes and commits to additional value and/or innovation, where appropriate, within their response, and shows the steps required to quantify the additional value.</p> <p>The submission provides a good degree of confidence with regards to the solution by demonstrating a good understanding of the requirements, identifying and proposing suitable mitigations for the technical and management risks, and allocating the skills and/or resources needed to deliver the solution and the added value offered within the response.</p>	7

<p>Satisfactory</p>	<p>A satisfactory response provided in addressing the criterion/sub-criterion.</p> <p>While the submission generally addresses the stated requirements of the question, there are some minor omissions. The submission lacks fullness, clarity or detail in describing material parts of the solution and how it is proposed that it will meet the Client's requirements and contract objectives.</p> <p>Additional value is described, but the Tenderer fails to suitably quantify the value and/or fails to commit to the delivery of the additional value.</p> <p>The submission provides a satisfactory degree of confidence with regards to the solution by demonstrating an understanding of the requirements, identifying at least the most severe technical and management risks and providing suitable mitigations. It demonstrates an acceptable understanding of the skills and/or resources needed to deliver the solution and the added value included in the response.</p>	<p>5</p>
<p>Poor</p>	<p>A generally poor response provided in addressing the criterion/sub-criterion.</p> <p>There are more than minor omissions in the submission addressing the stated requirements of the question. The response is general and lacks clarity and/or detail in describing the solution and how it is proposed that it will meet the Client's requirements and contract objectives.</p> <p>The response fails to identify any additional value.</p> <p>The submission provides a poor degree of confidence with regards to the solution by failing to demonstrate an understanding of the requirements and/or identify even the most severe technical and management risks and/or identify suitable mitigations. It only demonstrates an acceptable understanding of the skills and/or resources needed to deliver the solution.</p>	<p>3</p>
<p>Un-satisfactory</p>	<p>The Tenderer provides an inadequate response which fails to sufficiently address all aspects of the question.</p> <p>The response creates serious concerns/risks in how the Tenderer proposes to deliver the requirements.</p> <p>Details in the Tenderer's response could pose a risk to the outcomes pursued by the Alliance.</p> <p>There is no response or a response of little or no relevance to the question.</p>	<p>0</p>

--	--	--

4.2. Part B submission scoring criteria

Response Rating	Description	Score
Excellent	<p>An excellent response provided in addressing the criterion/sub-criterion.</p> <p>The submission gives excellent levels of confidence and demonstrates that the proposed solution is proven and will provide services that meet the stated requirements and above the required performance levels, and that any added value contained within the proposal can and will be delivered.</p> <p>The evidence is robust with high levels of third-party assurance and relates to multiple instances of highly comparable proposals.</p>	10
Very Good	<p>A very good response provided in addressing the criterion/sub-criterion.</p> <p>The submission gives very good levels of confidence that the proposed solution is proven, and that it will provide services that meet the stated requirements at the required performance levels, and that any added value contained within the proposal can and will be delivered.</p> <p>The evidence is comprehensive and generally robust with some third-party assurance and relates to at least one highly comparable proposal.</p>	8
Good	<p>A good response provided in addressing the criterion/sub-criterion.</p> <p>The submission gives good levels of confidence that the proposed solution is proven, and that it will provide services that meet the stated requirements at the required performance levels, and that any added value contained within the proposal can and will be delivered.</p> <p>The evidence is generally robust with some third-party assurance and relates to at least one highly comparable proposal.</p>	7
Satisfactory	<p>A satisfactory response provided in addressing the criterion/sub-criterion.</p> <p>The submission gives an acceptable level of confidence that the proposed solution is proven, and that it will provide services in line with the stated requirements and at the required</p>	5

	<p>performance levels, and that any added value contained within the proposal can and will be delivered.</p> <p>The evidence is sufficient but may not be comprehensive and robust. The evidence is not third-party assured and is drawn from a limited number of instances which are not fully comparable.</p>	
Poor	<p>A generally poor response provided in addressing the criterion/sub-criterion.</p> <p>The submission may state that the proposed solution will provide services in line with the stated requirements and at the required performance levels, and that any added value contained within the proposal will be delivered but the evidence gives an unacceptable level of confidence that the proposed solution is proven.</p> <p>The evidence is limited in scope or general in nature, contains no third-party assurance and is related to instances that are not comparable.</p>	3
Un-satisfactory	<p>There is no response or the response is of little or no relevance to the question.</p>	0

4.3. Commercial submission scoring criteria

Response Rating	Description	Score
Excellent	<p>The information sets out an improved commercial position for the Client compared to its published position on all of the points subject to the evaluation.</p> <p>The Client has no concerns about contracting with the Tenderer on this basis.</p>	10
Very Good	<p>The information sets out an improved commercial position for the Client compared to its published position on most of the points subject to the evaluation, with no derogations.</p> <p>The Client has very few or no concerns about contracting with the Bidder on this basis.</p>	8
Good	<p>The information sets out an improved commercial position for the Client compared to its published position on some of the points subject to the evaluation, with no derogations.</p> <p>The Client has very few or no concerns about contracting with the Bidder on this basis.</p>	7

Satisfactory	<p>The information sets out no or very few improvement to the Client's published position on any of the points subject to evaluation, and either there are no derogations or there is persuasive reasoning or identification of benefits to support such derogations.</p> <p>The Client has few concerns about contracting with the Bidder on this basis.</p>	5
Poor	<p>The information provided provides no improvement to the Client's published position on any of the points subject to evaluation, and there is at least one derogation and limited or no persuasive reasoning or identification of benefits to support such derogations.</p> <p>The Client has concerns about contracting with the Bidder on this basis.</p>	3
Un-satisfactory	<p>The position of the Tenderer in relation to one or more of the points subjects to evaluation is entirely unacceptable to the Client due to the seriousness of derogations from the Client's published position, such that the Client would not be willing to contract on this basis.</p>	0

5. Quality statement scoring process

- 5.1. The process described below will be applied for the scoring of tenders at Initial, Revised and Final Tender submission, if and when utilised, as described across this documentation.
- 5.2. Table 1- Individual Tender – Quality Scoring Example below, shows how individual tenderers scores will be calculated following evaluation. In the example below, quality accounts for 60% and therefore the price aspect would be marked out of the remaining 40%.
- 5.3. If a particular question requires both a Part A and Part B response, the scores awarded to both parts will be added together to give a score out of 20. Questions that are not split will be scored out of 10 as detailed in the scoring criteria.
- 5.4. The Level 2 criteria each carry an individual weighting (column iii). Combined these weightings equal 100% of the overarching Level 1 criteria value (column i). The scores awarded for the Level 2 criteria (column viii) reflect the percentage difference between the score awarded to the tenderer for the corresponding question (column vii) and the maximum possible score achievable for the corresponding question (column vi) multiplied by the weighting assigned to each question (column iii). This is illustrated further, in the formulas described below the table.

5.5. In the example below it can be seen the tenderer was awarded 71.50% for Level 2 criteria for Service Delivery and 80% for the Commercial criteria. This translates to a score of 39.33% for Service Delivery (55% X 0.715) and 4.0% for Commercial (5% X 0.8) to give an overall Quality Score of 43.33% out of the full 60% available.

5.6. The tender that scores the highest score for their quality submission, will then be awarded the full 60% overall weighting for Quality. Subsequent bidders are then awarded a proportion of the overall weighting which is adjusted based upon the relative distance between the highest scoring tender for quality, and the score for quality achieved by the tenderer. This is illustrated below in Table 2 - Overall Quality Weighting.

6. Table 1 - Individual Tender – Quality Scoring Example

	(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)
Level 1 Criteria	Level 1 Criteria Weighting	Level 2 Criteria	Level 2 Criteria Weighting	Tenderer Part A Score	Tenderer Part B Score	Maximum Score Available (Part A Score + Part B Score)	Tender Total Score (Part A Score + Part B Score)	Level 2 Criteria Score **	Level 1 Criteria Overall Score ***
Service Delivery	55%	Key People	N/A	N/A	N/A	N/A	N/A	N/A	39.33%
		Health & Safety	N/A	N/A	N/A	N/A	N/A	N/A	
		Assist the Alliance	5%	8	N/A	10	8	4.0%	
		Social Value	5%	7	N/A	10	7	3.5%	
		Customer engagement	10%	5	N/A	10	5	5.0%	
		Mobilisation and Demobilisation	5%	10	8	20	18	4.5%	
		Performance and Quality Management	10%	8	7	20	15	7.5%	
		Opportunity and Innovation	10%	5	5	20	10	5.0%	

		Environment and Carbon Agenda	10%	8	7	20	15	7.5%	
		Systems and Interfaces	12%	8	8	20	16	9.6%	
		Value for money	15%	7	7	20	14	10.5%	
		Operational delivery	18%	8	8	20	16	14.4%	
		Level 2 Criteria Total	100%	N/A	N/A	N/A	N/A	71.5%	
Commercial	5%	Risk Allocation and Commercial Terms	100%	8	N/A	10	8	80.0%	4.0%
Final Quality Submission Score	60%	43.33%							

The value in Column (vii) is calculated using the following formula:

Column iv + Column v Score

The value in Column (viii) is calculated using the following formula:

(Column vii/ Column vi) X Column iii

The values in Column (ix) are calculated using the following formulas:

For Service Delivery

Sum of Service Delivery scores in Column viii X Service Delivery weighting in Column i

For Commercial

Commercial score in Column viii X Commercial weighting in Column i

Final Quality Submission Score = Overall score Service Delivery + Overall score for Commercial

7. Table 2 - Overall Quality Weighting

	(i)	(ii)	(iii)	(iv)	(v)
	Overall quality score	Percentage difference from highest Total Score	Points Deducted from 100	Total Points out of 100	Overall Quality Weighting
Tender 1	41.69%	-7.21%	7.21	92.79	55.67%
Tender 2	43.33%	-3.56%	3.56	96.44	57.86%
Tender 3	39.53%	-12.02%	12.02	87.98	52.79%
Tender 4	44.93%	0.00%	0.00	100.00	60.00%

The value in Column (ii) is calculated using the following formula:

$[(\text{Individual Tenderer Score} - \text{Highest Tenderer Score}) / \text{By Highest Tenderer Score}] \times 100$

The value in Column (iv) is calculated by using the following formula:

100 minus the value in Column (iii)

The value in Column (v) is calculated by using the following formula:

Value in Column (iv) multiplied by 60%

8. Price evaluation process

Price will be evaluated using the following methodology.

8.1. Tenderers will be required to enter a price against each individual item in the Price List. Tenderers are only required to enter prices once in the document; however, tenderers will be permitted to revise prices if and when any subsequent tender submissions are required as part of the Negotiation process.

8.2. The submitted prices will be totalled using 4 different quantity scenarios, which will be representative of possible future expense scenarios. This will help test pricing against situations that could occur over the length of the contract. The 4 scenarios are as follows:

- A. Base – anticipation of the annual service using existing quantities where applicable
- B. Increase in Maintenance Budgets
- C. Decrease in Maintenance Budgets
- D. Severe Winter

8.2.1. The specific details of each scenario in term of quantities are explained in detail within the contract specific Price List. The scenarios will have the following weightings, which in total represent the maximum available price score of 40%.

- A. 60% (24 points)
- B. 15% (6 points)
- C. 15% (6 points)
- D. 10% (4 points)

8.2.2. The lowest priced tender for each scenario will receive the maximum points available for that scenario as per Table 3 below, and detailed in clause 8.1.18.2.1. All other Tenders will be awarded points against each scenario that reflect the relative percentage difference between the lowest priced tender for that scenario, and the price of the

tender being evaluated. This is illustrated as an example against Scenario A in Table 4 below. This methodology applies to each of the 4 scenarios to give a total score, illustrated in Table 3 below.

- 8.2.3. The tender that scores the most points across the 4 scenarios, will then be awarded the full 40% overall weighting for Price. Each bidder is then awarded a proportion of the overall weighting which is adjusted based upon the relative distance between the score of the highest scoring tenderer and the score of the tender being evaluated.
- 8.2.4. In addition to the calculation of the total price for each Tender, the Financial Evaluation Panel will undertake a comparative analysis against submitted fees and prices to ensure financial viability and that the prices conform to market norms expected for the service provided. Should the Client consider that a price or fee is exceptional the Tenderer may be asked to provide further evidence to clarify or confirm that allowances made are based on costs anticipated.
- 8.2.5. Should the Client consider that a satisfactory response or sufficient evidence has not been provided to support any part of the Price submission, the Tender may be rejected.

9. Pricing Example

9.1. In the example below, price accounts for 40% and therefore the quality aspect would be marked out of the remaining 60%. **Please note the figures used in the tables below are for example purposes only and are not a reflection of anticipated tender prices.**

9.1.1. **Individual Scenario Scoring:** In Table 3 below, it can be seen that Tenderer 3 has submitted the lowest price against Scenario A and therefore scores the maximum 24 points available for that scenario (Table 4). Tenderer 4 has submitted a price that is 50% higher for that scenario and therefore receives a score 50% lower (12 points). The same theory applies across all the scenarios for all bidders.

9.1.2. **Overall Scoring:** In the example, Tenderer 3 has received the most points across the 4 scenario's (32.86 as shown in Table 5). They are therefore awarded the maximum 40% available for the Price Evaluation as shown in Table 6. The overall price weighting for all other tenders is relative to this as illustrated in Table 6 below.

10. Table 3 – Scenario Pricing

Scenarios and Tenders						
Scenario	Tenderer 1	Tenderer 2	Tenderer 3	Tenderer 4	Max Score available	Lowest Tendered Bid
A	£110	£130	£100	£150	24	£100.00
B	£115	£135	£110	£150	6	£110.00
C	£95	£120	£100	£130	6	£95.00

D	£110	£135	£125	£150	4	£110.00
Total					40	

Table 4 – Example Scenario Scoring

Scenario A					
	(i)	(ii)	(iii)	(iv)	(v)
	Price	Max Points Available	Percentage above Lowest Price	Points Deducted from score	Scenario Score
Tender 1	£110	24	10%	2.4	21.6
Tender 2	£130	24	30%	7.2	16.8
Tender 3	£100	24	0%	0	24
Tender 4	£150	24	50%	12	12

The value in Column (iv) is calculated by reducing the values of the specific row in Column (ii) by the value of the corresponding row in Column (iii).

The value in Column (v) is calculated by reducing the value of the specific row in Column (ii) by the value of the corresponding row in Column (iv).

11. Table 5 – Total Scenario Scoring

Score				
Scenario	Tenderer 1	Tenderer 2	Tenderer 3	Tenderer 4
A	21.60	16.80	24.00	12.00
B	5.73	4.64	6.00	3.82
C	6.00	4.42	5.68	3.79
D	4.00	3.09	3.45	2.55
Total Score	37.33	28.95	39.13	22.16

If a bid is more than twice the amount of the lowest price the equation will produce a negative number, in this case the bids score 0 points.

12. Table 6– Overall Price Score

Overall Price Weighting					
	(i)	(ii)	(iii)	(iv)	(v)
	Total Score from all scenarios	Percentage difference from highest Total Score	Points Deducted from 100	Total Points out of 100	Overall Price Weighting
Tender 1	37.33	-4.60%	4.6	95.4	38.16%
Tender 2	28.95	-26.02%	26.02	73.98	29.59%
Tender 3	39.13	0.00%	0.00	100.00	40.00%
Tender 4	22.16	-43.37%	43.37	56.63	22.65%

The value in Column (ii) is calculated using the following formula:

$[(\text{Individual Tenderer Score} - \text{Highest Tenderer Score}) / \text{By Highest Tenderer Score}] \times 100$

The value in Column (iv) is calculated by using the following formula:

100 minus the value in Column (iii)

The value in Column (v) is calculated by using the following formula:

Value in Column (iv) multiplied by 40%

13. Overall Scoring

- 13.1. The overall scores awarded are a combination of the scores awarded via the quality evaluation and the pricing evaluation.
- 13.2. Table 7 - Combined Quality and Price Score below, illustrates this, using the scores awarded in the examples in Table 2 and Table 6 above.
- 13.3. Applying the results in Table 7 would mean, at initial tender evaluation, that Tenderer's 1, 2 and 3 would be invited to proceed to initial negotiation and Tender 4 would be eliminated to the process.
- 13.4. Applying the results to final tenders would mean that, Tender 1 would be successful and would become the preferred bidder to proceed to contract award.

14. Table 7– Combined Quality and Price Score

Combined Quality and Price Score			
	Overall Quality Score	Overall Price Score	Total Score
Tender 1	55.67%	38.16%	93.83%
Tender 2	57.86%	29.59%	87.45%
Tender 3	52.79%	40.00%	92.79%
Tender 4	60.00%	22.65%	82.65%

Section 2– Negotiation Information

15. Aim of the Negotiation

- 15.1. The purpose of the negotiation is to provide the opportunity for the Client and Tenderers to engage in discussions and negotiation in order to seek an improvement in the delivery and costs, associated with nominated areas of the contract.
- 15.2. This process will provide Tenderers with the opportunity to propose innovative or alternative approaches to the delivery of services across the areas of negotiation that offer the Client improved costs and/or delivery methods aimed at enhancing the service provision across the life of the contract.
- 15.3. All negotiations will be carried out in compliance with the Public Contracts Regulations 2015 and the Client's duties as a Contracting Authority.

16. Overview and Aims of Negotiation Meetings

- 16.1. The negotiation meetings will be the forum, within which, the Tenderers can discuss their proposed innovative or alternative approaches for the delivery of services open for negotiation.
- 16.2. The Negotiation Phase will include one-to-one meetings between the Tenderers and Client on the service areas identified below.
- 16.3. The purpose of the Initial meetings will be to:
 - Ensure the Tenderers are clear of the objectives;
 - Ensure that the Tenderers understand the minimum requirements;
 - Discuss Tenderers ideas and options;
 - Identify and discuss risks and opportunities for the Client, Tenderer and others;
 - Identify resources (land, funds, staff, ICT, policy, etc.) required for Client, Tenderers and others;
 - Agree the feasibility of any proposals;
 - Give the Client confidence that rates submitted can reflect proposals;
 - Discuss timescales and mechanisms for implementation of proposals;
 - Discuss how any proposals may affect the pricing options; and
 - Discuss how any proposals may affect the quality submission.
- 16.4. Any subsequent negotiation meetings (if necessary) will aim to:
 - Achieve a greater understanding of the respective positions of the Client and the Tenderer's, to ensure a shared understanding of the scope and context of the area of negotiation.
 - Allow the Tenderer's to discuss and develop their proposed ideas and solutions in consultation with the Client's representatives.

- Give the Client's representatives, if necessary, the opportunity to review the Contractors proposal for a revised specification.
- Enable Tenderers to seek explanation from the Client on any aspects of the service under negotiation that may be unclear and to raise any preliminary issues relating to Tenderers' approaches to the service.

16.5. The purpose of the final negotiation meeting will be to:

- Allow the Tenderers to present their final proposed approach and discuss any remaining areas of concern/clarification.
- Allow the Client to outline any areas of concern related to the evidence provided in Part B of the Quality Statements.
- Conclude the negotiation process.

16.6. The Negotiation sessions will not be evaluated.

16.7. Tenderers should note that nothing said or intimated by the Client, or its advisers, at these meetings will constitute any transfer of risk to the Client or grants any approvals for Tenderers' proposals in relation to their adequacy in meeting the Client's requirements. However, the Client will endeavour to provide general advice, consistent with the requirements of Tendering probity, where preliminary high-level ideas and suggestions canvassed by Tenderers may or may not be acceptable to the Client.

16.8. Tenderers should provide details of areas which they wish to discuss with the Client at least 2 working days in advance of the Negotiation meetings. This does not preclude further areas being raised during the Negotiation meetings but will afford the Client sufficient time to consider those issues and enable more developed discussions during the meeting.

17. Conclusion of Negotiation

17.1. If, at the end of these discussions the Client has to its own satisfaction, agreed substantially all aspects of the proposed approach with the Tenderers and considered the implications on the specifications and outcomes, the Negotiation stage will formally close and the Instruction to Submit Final Tender (ISFT) will be issued.

17.2. The formal clarification process, as per the Instructions for Tenderers, for clarifying any specific issue relevant to the procurement may, however, continue until the set deadline for clarifications prior to submission of Final Tenders.

17.3. In accordance with the Public Contracts Regulations 2015, following submission of Final Tenders, no further negotiations of the Tender will occur.

18. Confidentiality

- 18.1. Answers to questions raised by Tenderers during the negotiations shall be disclosed in writing to all other Tenderers, unless both the question and answer relate specifically to the approach proposed by the Tenderer whereby, they will be considered commercially sensitive.
- 18.2. Should Tenderers wish to avoid such disclosure (for example, on the basis that the request or response contains commercially confidential information or may give another Tenderer a commercial advantage) the Tenderer must clearly indicate this when making the request, identifying that it relates to a commercially confidential matter, which the Client will then consider.
- 18.3. The Client will consider each such request for non-disclosure on its merits and in particular whether any regulations or considerations of probity require such a request to be denied.
- 18.4. Where the Client decides that the question (or request) and its response, cannot be withheld from circulation, the Tenderer reserves the right to withdraw the question or request, or alternatively re-present it in a different manner.
- 18.5. In accordance with Regulation 21 of the Public Contracts Regulations 2015, during the negotiation process the Client shall not disclose to another Tenderer any approach proposed by a Tenderer without that Tenderer's consent.
- 18.6. It should be recognised by Tenderers that ideas may not necessarily be unique to them and may have been considered by the Client or other Tenderers. Accordingly, while treating all Tenderers equally and fairly, the Client reserves the right to explore with all Tenderers, ideas and proposals which it considers are topics in the public domain, notwithstanding, that the idea or proposed approach already appears in the proposals of an individual Tenderer.

19. Areas for Negotiation

- 19.1. The Client will be using a Negotiation process to identify and discuss potentially new initiatives, or approaches, related to the aspects of the service. The Client intends to negotiate on the areas identified in the section below. The text provided for each point gives an indication of the types of issues that the Client may want to consider during negotiation and is not meant to be exhaustive.
 - a. **Re-cycling, maintenance methods, winter, etc. TBA**
- 19.2. The Client does not intend to negotiate on the following issues:
 - a. The NEC core clauses and options, the Scope and the pricing mechanisms for all other areas of the service not detailed in 20.1 above.

19.3. The Client reserves the right to adjust the areas detailed in 20.1 and 20.2 respectively, in advance of submitting the Invitation to Negotiate (ITN). This will be informed by the Tenders received. Final details shall be included within the ITN documentation.

20. Recording meetings

20.1. The Client will log key points raised in the meeting. These items will be classified under one of the following four headings:

- **Clarifications** (which must subsequently be raised by the Tenderer in accordance with the Instructions for Tenderers);
- **Changes** required to procurement documents as a result of the Negotiation;
- **Decisions**; or
- **Actions**.

20.2. The points recorded during the meeting will be recapped and confirmed at the end of the Negotiation meeting.

20.3. Logged issues may require further discussion or negotiation and the outcomes of which will be recorded.

20.4. An issue, once resolved and noted, will not be subject to renegotiation unless otherwise agreed by both parties.

20.5. Logged items pertaining to individual Negotiation sessions will be sent to the Tenderer as a confidential correspondence item for the Tenderer to review for accuracy and completeness following the Negotiation session.

20.6. Tenderers should provide confirmation of their acceptance as an accurate record of the discussions within 2 working days. Where the Tenderer considers that it does not accurately reflect discussions and agreement between the parties it shall provide alternative drafting to the Client. Any such comments will be considered by the Client and either accepted or contested as an accurate note. Where it is not possible to reach agreement on any aspect of the minutes, such points will be recorded as points raised and reserved by the Tenderer and logged as outstanding.

20.7. Prior to closing the Negotiation phase, all negotiation issues are to be settled. No amendments will be permitted after Negotiation has been formally closed.

21. Meeting Attendance and Roles

21.1. The Representatives from the Client's team will be drawn from Officers of the Client and external advisers where appropriate. TBA.

- 21.2. Tenderers will be advised of the names and positions of the Client's negotiation Team at least 2 working days prior to meetings. Additional Legal advisers may be consulted to advise on elements of the Negotiation where needed.
- 21.3. Representatives from the Client's organisation may attend in the capacity of observers for the purposes of shadowing the Competitive Negotiation process in order to apply the learning to other similar procurement projects the Client may undertake. The observers will not participate in the Negotiation Process. There will be a maximum of 2 observers present.
- 21.4. The Tenderer's negotiation team attending meetings shall consist of an appropriate number of suitably constituted and empowered representatives.
- 21.5. Confirmation of proposed meeting dates will be provided in advance of meetings, but Tenderers should ensure that the indicative dates and timings for Negotiation meetings contained in the Tender timetable are noted and scheduled into the diaries of the relevant Tenderer's personnel who will be involved in the meetings.
- 21.6. Tenderers are required to provide the names and positions of their representatives at least 2 working days before the meeting. Any changes to the individuals involved are to be notified to the Client.

Appendix 4

Contract Extension Criteria and Process

1. Performance Management.

- 1.1. With effect from the commencement of the contract(s), there will be two types of Key Performance Indicators, namely collective Alliance Key Performance Indicators (AKPI's) and Contract Key Performance Indicators (CKPI's).
- 1.2. For the Alliance partners to work in collaboration with each other and to identify strategic opportunities so that the partners can jointly add value to the delivery of services, a system of AKPI's has been developed to measure the success or failure of the overarching Alliance. AKPI's will be based around the strategic objectives of the service and the expected outcomes of the Alliance, as contained in the Alliance document. These indicators will thereafter be reviewed and set each year by the parties of the Buckinghamshire Highways Alliance.
- 1.3. These strategic opportunities should be ones for which individual partners could not achieve the same outcome in their own right.
- 1.4. In addition to these AKPI's, each individual provider will be measured by their own CKPI's, as contained in the tender documentation and monitored and reviewed based on their individual performance. This will include as appropriate framework and supply chain partners.
- 1.5. Two targets will be set for each set of KPI's, one target for Minimum Acceptable Performance and one target for Desirable Performance. (The minimum and desirable levels yet to be determined). The expectation is that these target levels will increase rather than decrease over the contract period. Each year, pending agreement of amended levels, the previous levels of Minimum Acceptable Performance and Desirable Performance would continue. A methodology will be agreed for each indicator which will include the reporting frequency and specifics around what the indicators are measuring.
- 1.6. In addition, and as is appropriate, performance indicators will be set for project specific work and be relevant to the parties involved with the delivery of the project, including framework partners and the supply chain.

2. Monitoring and Reviewing Performance

- 2.1. Each provider, including the client as appropriate, will be responsible for submitting the relevant information in order that this can be monitored and reviewed monthly, quarterly or annually as relevant to each indicator. Failure to submit or provide the required information, in the agreed timescale, will be deemed as a failure for that specific indicator, unless reasons for non-submission have been agreed by the client.
- 2.2. The service provider(s) will maintain sufficient performance records to allow all performance reporting and scores to be fully audited. These records will be available for inspection and audit by the client and the client will instruct any amendments to the performance reporting if the records do not substantiate the service provider(s) performance reporting.

- 2.3. Both AKPI's and CKPI's will be monitored on a regular basis (as appropriate) and be measured and reported quarterly unless data is only available on an annual basis.
- 2.4. End of year performance information should be submitted no later than 2 months after the financial year end to enable the Key Performance Indicators to be reviewed, agreed and signed off at the first quarterly Alliance Strategic Board meeting.
- 2.5. Further detail of how Key Performance Indicators are:
 - Described
 - Measured
 - How the information is calculated and by whom
 - How often they are measured
 - The range expected, the range achieved, minimum and desirable acceptable figures will be further explained in the tender documentation.

3. Annual review and setting of Key Performance Indicators and targets

- 3.1. The Parties will review annually both the AKPI's and the CKPI's and set target levels for each. In addition, the relevance of the indicators to the successful operation of the Alliance and the respective contracts should also be reviewed and subject to agreement, amendments made to the Key Performance Indicators as appropriate throughout the contract period.
- 3.2. If it becomes evident that the KPI's are not incentivising the high levels of performance in the delivery of the service for which they were intended, they can be amended, deleted or supplemented by other KPI's by agreement between the partners subject to final approval by the Strategic Board. Amendments, deletions and supplementary KPI's require only the agreement of the individual partner of the Alliance subject to final approval by the Alliance Strategic Board.
- 3.3. The aspects identified in this section shall be reported and escalated in order that they can be raised at the first quarterly meeting of the Alliance Strategic Board for consideration.
- 3.4. In addition, all parties shall carry out a review of the contract during year three, and timescales thereafter as appropriate, ensuring the parties remain focused on delivering the Client Objectives for the service.
- 3.5. This review should include looking back:
 - (a) doing a root and branch review of the services, including performance data and benchmarking;
 - (b) reviewing the processes and systems used;
 - (c) identifying the areas in which the contract has not worked well;
 - (d) collecting customer and community feedback on service levels and Client Objectives.looking forward:
 - (a) engaging with elected members to review the Client Objectives for the service required;

- (b) identifying the available budgets and setting new services levels (where applicable);
- (c) engaging with customers to agree where priorities are;
- (d) reviewing who does what and redesigning the contract;
- (e) any necessary contract changes;
- (f) setting new targets and agreeing where any investments should be made to develop the services and the parties;
- (g) implementing mutually agreed improvements in the areas where the contract has not worked well.

4. Performance entitling consideration of extensions to the contract period

- 4.1. As stated above, the performance of the service provider(s) will be assessed against the CKPI's as specified and contained within the contract between the client and the respective party. In addition, assessment against the contribution and overall performance of the AKPI's will also be taken into account along with other factors. These would comprise not only past performance and public satisfaction, but investment and innovation etc., both in the past and for the future if extensions were to be granted.
- 4.2. The Client will consider granting any extension(s) to the contract period, subject to the paragraphs below.
 - a) Extensions of the contract will not be automatic and shall be at the discretion of the client.
 - b) While performance for the first year of the contract(s) and the Alliance will be measured, monitored and reviewed, and considered in the overall decision, they will not form part of the overall qualifying criteria.
 - c) The first extension consideration to the contract period will be assessed 3 years in advance of the end of the initial contract period, i.e. at the end of year 5.
 - d) Should a 2-year extension be granted at the end of year 5, then the second potential extension will be considered at the end of year 7.
 - e) For consideration of the first two-year extension, the service provider(s) should have achieved a 85% pass rate annually at the 'Minimum Acceptable' standard' for all CPKI's for each of the financial years 2 to years 5 and a 90% pass rate annually for all CPKI's at the 'Desirable' standard for at least three of the four years for financial years 2 to years 5 of the contract.
 - f) In addition to point (e) above a similar achievement should also be attained for the Alliance indicators.
 - g) As stated in 4.1 above, in addition to the performance indicators, other factors comprising public satisfaction, innovation and investment will also be considered.
 - h) If the first 2-year period of extension is not awarded then the second 2-year period will automatically not be available, irrespective of future performance levels.
- 4.3. Subject to the above, a review will be carried out by client officers with a recommendation by the Head of Service/Service Director for a Key decision by the Leader or Cabinet Member (if delegated).

4.4. Notwithstanding the points above, the Council/Client reserves the right to award or not to award any of the two number 2-year extensions.



Report to Cabinet

Date:	29 June 2021
Reference number:	N/A
Title:	Bus Service Improvement Plans and Enhanced Partnerships
Relevant councillor(s):	Councillor Steve Broadbent, Cabinet Member for Transport
Author and/or contact officer:	Suzanne Winkels, Head of Transport Strategy, suzanne.winkels@buckinghamshire.gov.uk ; Andrew Clarke, Head of Public Transport, andrew.clarke@buckinghamshire.gov.uk
Ward(s) affected:	None specific

Recommendations:

- 1. That the Council commits in-principle to Enhanced Partnerships with local bus operators as required by the 'Bus Back Better' National Bus Strategy by 30 June 2021.**
- 2. That the Council commits to development of a Bus Service Improvement Plan (BSIP) to secure long term funding for vital bus services by 31 October 2021**
- 3. That the Council commits to entering into an Enhanced Partnership with bus operators no later than 31 March 2022.**

Reason for decision:

Enhanced Partnerships between local transport authorities and bus operators will be required for future discretionary bus funding schemes from Government from April 2022 onwards, including future iterations of the Bus Service Operators Grant. A commitment to entering into Enhanced Partnerships with bus operators is required by the end of June 2021

to facilitate this. The Government also expects publication of Bus Service Improvement Plans by 31 October 2021 to outline how these partnerships will improve services.

1. Executive Summary

1.1 The Government published its new National Bus Strategy, 'Bus Back Better' in March 2021. This sets out how the government plans to spend the £3bn they committed to improve bus services outside London prior to the COVID-19 pandemic.

1.2 Bus use has dropped significantly during the pandemic and is currently around 60% of pre-COVID levels nationally. While ridership is slowly recovering, it is unlikely that the bus market both in Buckinghamshire and nationally will recover to its former position without increased financial support, and a package of measures designed to encourage greater bus use. The National Bus Strategy aims to address a similar set of circumstances across England.

1.3 The number of bus journeys originating in Buckinghamshire had not seen significant growth since around 2008/09, remaining steady in the lead up to the COVID-19 pandemic (see Figure 1).

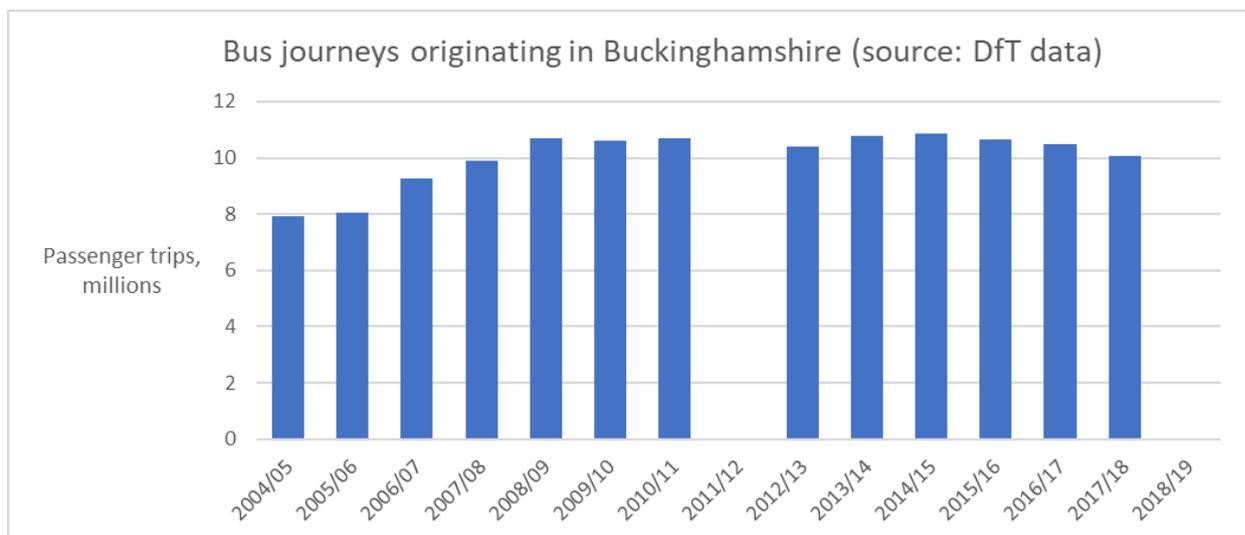


Figure 1 - Source: <https://www.gov.uk/government/statistical-data-sets/bus01-local-bus-passenger-journeys>. No data available for 2011/12 or 2018/19.

1.4 The aims of the National Bus Strategy are to make buses more frequent, more reliable, easier to understand and use, better co-ordinated and cheaper and gives a greater role for the Local Authorities in the planning and provision of services.

1.5 The Government is seeking more consistency including integrated services, ticketing, bus priority, high quality information better frequencies, and service reliability.

- 1.6 The Strategy commits all Local Transport Authorities (LTAs) (except Mayoral Combined Authorities) to the following actions:
- a) **By the end of June 2021**, commit to establishing Enhanced Partnerships with operators under the Bus Services Act, or (for authorities with an elected Mayor) begin the statutory process of franchising services. From 1 July 2021, only LTAs and operators who meet these requirements will continue to receive the COVID-19 Bus Services Support Grant (CBSSG), or any new sources of funding
 - b) **By the end of October 2021**, publish a local Bus Service Improvement Plan (BSIP), in partnership with operators.
 - c) **From April 2022**, have an Enhanced Partnership in place, *or* be following the statutory process to decide whether to implement a franchising scheme. Only services operated under an Enhanced Partnership or franchising scheme will be eligible for new funding streams to follow the Strategy.
 - d) **Annually** update the Bus Service Improvement Plan
- 1.7 The Strategy sets a consistent framework for bus service planning and delivery across England outside London. It recognises the important role that bus services play in local areas but acknowledges that for decades, buses have been overlooked by policymakers and have not benefited from long-term funding commitments like roads and railways. The Strategy recognises the impacts of the COVID-19 pandemic.
- 1.8 The Strategy acknowledges that bus services can be confusing for passengers, split between different companies who do not accept each other's tickets. Traffic congestion has impacted the reliability and attractiveness of services, and public subsidy has fallen. The industry faces new structural challenges which it cannot meet alone. Usage in many areas continues to fall, and services are too infrequent or do not cover rural areas or indeed parts of urban areas.
- 1.9 Since 1986, the bus market in England outside London has been deregulated. Prior to COVID-19, a large proportion of local bus service mileage outside London was run on a commercial basis whereby operators decide where and when to run commercial services, invest in the buses and facilities, and set their own fares. Before the pandemic, services which were not run commercially were tendered for- and subsidised by Local Transport Authorities (LTAs) including Buckinghamshire if they considered them socially necessary. There are a handful of tendered bus services operating in Buckinghamshire, including the 4, 6/7, 11/11A and 14 in Aylesbury.

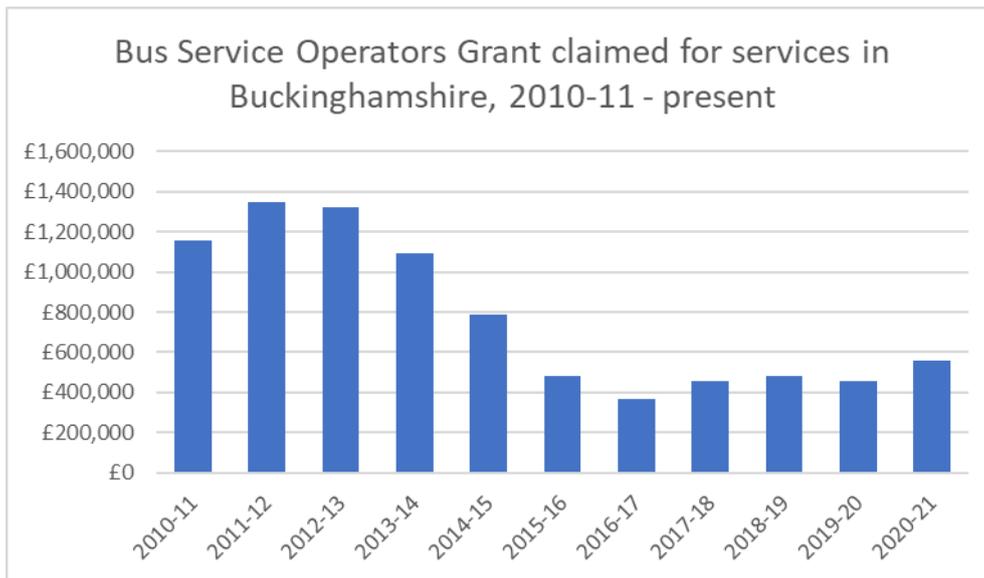


Figure 2 - Source: <https://www.gov.uk/government/publications/bus-service-operators-grant-payments-to-english-operators-from-2010-onwards>

1.10 Prior to COVID-19, the sector received funding from central Government through concessionary fares funding, the Bus Service Operators Grant (BSOG), with some local authorities providing subsidy for some local bus routes. Funding received by operators from the Bus Service Operators Grant for services in Buckinghamshire fell sharply between 2012-13 and 2015-16, remaining at similar levels in the lead up to the pandemic (see Figure 2).

1.11 The Government feels that this current funding model is not meeting the needs of passengers, with little incentive for integrated ticketing, or for operators to run services that are not profitable outside of peak hours.

2. Main content of report

2.1 The National Bus Strategy identifies two alternative approaches to delivering bus service improvements: franchising and Enhanced Partnerships. Adopting one of these service models will be a prerequisite for pursuing discretionary funding streams for buses from April 2022 onwards, with an interim stated commitment to pursuing one of these necessary from July 2021 onwards. Both options require a greater role for the Council in service provision which will have implications for staff resources. These options are:

- a) **Franchising** is already in place in London where Transport for London determines the network of services which are provided, under contracts for specific routes, by private sector operators. Less onerously, contracts can be let for different parts of a city or to a single operator for a whole network, with significant co-design opportunities for that operator. Franchising

powers are only available automatically to Mayoral Combined Authorities (MCAs) but can be provided to other LTAs through secondary legislation. This option is unappealing for Buckinghamshire for several reasons, including: the need for additional resource to determine routes and manage (multiple) franchise areas; limited scope for commercial operators to propose additional routes. Passengers would also see limited benefits, as the additional staff resource required would largely be to manage the relationship between Council and operators, rather than service enhancement.

- b) An **Enhanced Partnership** is a statutory arrangement under the 2017 Bus Services Act which can specify, for example, timetables and multi-operator ticketing, and allows LTAs to take over the role of registering bus services from the Traffic Commissioners.

- 2.2 The main difference between franchising and an Enhanced Partnership is that operators in an Enhanced Partnership have a much greater role, working with LTAs to both develop and deliver improvements for passengers and having a real say on how bus services should be improved.
- 2.3 An Enhanced Partnership is a more formal extension of the joint working that has existed in Buckinghamshire for a number of years, which led to a number of successful initiatives including introduction of the High Wycombe 'Smartzone' multi-operator ticketing scheme and coordinated timetables on two bus corridors via Bus Qualifying Agreements.
- 2.4 Enhanced Partnerships also offer significantly more flexibility than franchising and are expected to be the majority choice for most LTAs. We are opting for an Enhanced Partnership for the reasons outlined in paragraph 2.1 above.
- 2.5 An Enhanced Partnership is comprised of two parts: the plan which defines the problems to be addressed, establishes an evidence base and sets out the ambition and targets to be achieved, and the scheme, which develops the measures to be delivered by each partner.
- 2.6 Each LTA will be required to produce a **Bus Service Improvement Plan (BSIP)** which will combine the plan and scheme into a single document. A BSIP is expected to address the following, with an emphasis on improving bus priority on the road network:
- Cover the LTA's entire bus service network
 - Set out how they will achieve the objectives in the Strategy
 - Be updated annually and reflected in the authority's Local Transport Plan

- Be a tool for influencing the share of the £3bn of transformation funding each LTA receives
- Set targets for journey times and reliability improvements
- Identify where bus priority measures are needed
- Set out pressures on the road network, air quality issues and carbon reduction targets which improved bus services could address
- Setting targets for passenger growth and customer satisfaction
- Setting out plans and costs for fares, ticketing and modal integration
- Over time LTAs will be expected to work across transport modes towards enabling a multi-modal ticketing scheme
- Consider the impact of bus stops and shelters on passenger safety, security and accessibility
- Consider the needs of schools, health, social care, employment and other services
- Committing to a Bus Passenger Charter that sets out what passengers can expect from bus operators delivering local bus services across their area.

2.7 From a Buckinghamshire perspective, the BSIP could be used as an early engagement mechanism for gauging public transport improvements made in support of local plans, including the High Wycombe Transport Strategy, and eventually the new Buckinghamshire Local Transport Plan (LTP5). Greater local authority involvement in the delivery of bus services would also be able to make use of bus services as a key element in generating a sense of place in new development areas, as put forward by the current National Planning Policy Framework (NPPF).

2.8 The Government has recently published detailed guidance on preparing BSIPs (see Background Papers), and is expected to update existing guidance on Enhanced Partnerships and franchising in the near future.

2.9 The Strategy also recognizes the importance of bus priority measures, especially in more congested areas. To benefit from new funding, LTAs will be expected to implement ambitious bus priority schemes and draw up ambitious BSIPs. Statutory traffic management guidance will be updated to make promoting bus reliability an integral part of highway authorities' Network Management Duty.

2.10 The Government will support the purchase of at least 4,000 new zero emission buses and set a date for ending the sale of new diesel buses in the UK. DfT have recently launched the first round of funding for this, known as the Zero Emission Bus Regional Areas (ZEBRA) scheme. Further funding for electric buses is likely to be predicated on adoption of Enhanced Partnerships.

- 2.11 In lower-density, rural areas, less well-served by conventional buses, the Government will support new forms of provision, such as demand responsive transport (DRT) in smaller vehicles. Buckinghamshire has recently been awarded a grant from the DfT Rural Mobility Fund to deliver two DRT schemes in Aylesbury and High Wycombe, which could pave the way for wider roll-out of similar schemes.
- 2.12 The Government is committed to fundamentally reforming the main funding stream for bus services. The current Bus Service Operators Grant (BSOG) is a fossil fuel subsidy. The new funding regime will take a holistic approach targeted at the delivery of the policies in the Strategy as well as increasing patronage, and efficiency, improving the environment and securing modal shift from the private car.
- 2.13 Note that dedicated school-only services are not in scope for Enhanced Partnerships or BSIPs, as these do not qualify for public transport grants.

Timetable for delivery

- 2.14 **By the end of June 2021**, the government expects all LTAs to commit to establishing an Enhanced Partnership across their entire network, under the Bus Services Act (2017), and all operators to cooperate with the LTA throughout the process. This report is being brought to Cabinet to request approval to take the BSIP to initiate engagement with bus operators to achieve this required commitment.
- 2.15 **Once approved by Cabinet**, officers will commence engagement with operators, and the drafting process for the BSIP.
- 2.16 **From 1 July 2021**, only LTAs and operators who have committed to an Enhanced Partnership will continue to receive the COVID-19 Bus Services Support Grant (CBSSG) or any new sources of bus funding from the Government £3bn budget. In addition, only services operated under these statutory agreements will be eligible for the reformed BSOG.
- 2.17 **By the end of October 2021**, each LTA should finalise and publish their BSIPs. The BSIP will be brought back to Cabinet for sign-off.
- 2.18 **From April 2022**, LTAs will need to have an Enhanced Partnership in place, or be following the statutory process to decide whether to implement a franchising scheme
- 2.19 **Annually**, LTAs will need to update and publish new versions of their BSIPs. The timing of these going forward is currently unclear, but it is assumed that this will be one year after the first BSIP, i.e. October 2022 onwards. Other monitoring requirements are unclear at this stage.

3. Other options considered

- 3.1 The other options available to Buckinghamshire are to either adopt a full Franchise service model, or to not pursue Enhanced Partnerships.
- 3.2 As outlined above, franchising powers are only available to Mayoral Combined Authorities by default. This would also require significant additional staff resource to support, and would be less flexible, especially in terms of enabling access for smaller operators, such as those currently serving in and around Aylesbury. The expectation from DfT is that Enhanced Partnerships would be a more preferable option for most local authorities.
- 3.3 Not pursuing Enhanced Partnerships is likely to preclude any later applications for discretionary bus service funding. Buckinghamshire has recently seen successful bids for Demand Responsive Transport services in Aylesbury and High Wycombe through the Rural Mobility fund; opportunities such as these would be unavailable if not pursuing the Enhanced Partnership/BSIP process. This would likely be detrimental to future efforts to reduce carbon emissions through encouraging public transport use.

4. Legal and Financial Implications

- 4.1 In February 2020 the Government announced long-term funding of £3bn for buses in England outside London, which will be invested in new and increased services (including support to the bus sector to recover from the pandemic); bus priority schemes; and accelerating delivery of zero emission buses. However, there is some concern that the funding available is actually already committed, including for our DRT bids.
- 4.2 Local Authorities such as Buckinghamshire may also not qualify for some funding schemes such as the Zero Emission Buses, which were focused in areas of continual exceedance of air quality standards found more often in cities.
- 4.3 Additionally, there is little funding available for internal Buckinghamshire Council staff resources due to the deregulated market which currently operates in the county.
- 4.4 The Strategy expects bus operators to gain more certainty of continued financial support through what are likely to be several years of recovery post-pandemic; and a commitment by LTAs and Government to address key threats to the future of their operations, most notably traffic congestion.
- 4.5 LTAs will have access to significant new Government funding streams and powers to make influence services in their areas in addition to assistance to build up their in-house capabilities to exercise those powers. LTAs' performance in exercising these

new responsibilities will be taken into account when allocating this and other DfT funding.

- 4.6 DfT have already provided us (and other LTAs) with £100k funding to cover delivery of the BSIP. This has already been used to cover consultancy costs. DfT have indicated that there will be further funding made available for staff or consultant resources. Further guidance on funding and requirements are expected before the Summer Recess. £450m of the proposed £3bn funding to improve bus services in England is expected to be made available this year, with the remainder being distributed at the next Spending Review in late 2021.
- 4.7 However, it is likely that additional staff resource will be needed to manage the ongoing demands of the partnership arrangement and monitoring processes. We currently anticipate that one Senior Range 7 role should be implemented for a period of 5 years to cover these requirements.

5. Corporate implications

- 5.1 The Strategy puts forward an ambitious timetable which places the onus on LTAs to deliver. Critical work will need to commence as a priority in order to meet these challenges timescales. This is especially challenging for Buckinghamshire Council as the deregulated market that we operate means that Buckinghamshire Council's Passenger Transport Team has very limited staff resources.
- 5.2 Many of Buckinghamshire's bus services are linked to provide connectivity to areas outside of the Council area such as: Milton Keynes, Slough, Oxford and Hertfordshire so these operators which will already be entering into partnerships with other Local Authorities.
- 5.3 In addition to this, the DfT has yet to issue guidance on developing Bus Service Improvement Plans therefore there is uncertainty as to the level of resource and capacity needed to prepare a Bus Service Improvement Plan for Buckinghamshire.
- 5.4 The Strategy is clear that if LTAs do not achieve the milestones for committing to establishing an Enhanced Partnership (by 1 June 2021), having prepared a Bus Service Improvement Plan (by the end of October 2021) and have an Enhanced Partnership in place (from April 2022), then there is a risk that funding will no longer be made to bus services in the LTA's area.

6. Local councillors & community boards consultation & views

- 6.1 An earlier version of this report has been presented to the Communities Leadership Team. This is a Buckinghamshire-wide project which at present does not have implications for any specific local Councillors. However, engagement with

Councillors and Cabinet Members will form a key part in developing the BSIP during the drafting stage.

7. Communication, engagement & further consultation

- 7.1 Buckinghamshire Council's Transport Strategy team will lead throughout the process of initial engagement with bus operators, creation of the BSIP, and formation of the Enhanced Partnership(s), with extensive input and support from both the Public Transport team and bus operators themselves.
- 7.2 Once produced, the BSIP will be published, offering a basis for further communication and engagement with the general public and community boards. After October 2021, this will be a working document, forming the basis for future engagement on bus priorities for Buckinghamshire as a whole. It is expected that feedback from the public will enable later versions of the BSIP to improve with local insights, from both the public and bus operators.

8. Next steps and review

- 8.1 In order to meet the first milestone of **30 June 2021**, officers are commencing engagement with bus operators to seek their commitment to an Enhanced Partnership. At this stage, the DfT only require a written commitment to undertake this process, not the full Enhanced Partnership Agreement itself.
- 8.2 We request that Cabinet approves the bus operator engagement process, enabling us to produce a statement of intent to form an Enhanced Partnership by the end of June 2021.
- 8.3 Once approved, work can begin on drafting a Bus Service Improvement Plan (BSIP), in collaboration with bus operators by **31 October 2021**.
- 8.4 We have appointed consultants to assist with initial engagement with bus operators, and will be appointing further support for development of the BSIP, given the tight timescales for delivery.
- 8.5 Sign-off on the draft Bus Service Improvement Plan will be required from Cabinet by **31 October 2021**. We request that this is considered at the meeting scheduled for 19 October 2021.
- 8.6 The formal Enhanced Partnership Agreement between the Council and bus operators will also need Cabinet approval by **31 March 2022**.

9. Background papers

- 9.1 Bus Back Better: national bus strategy for England:
<https://www.gov.uk/government/publications/bus-back-better>
- 9.2 National bus strategy: bus service improvement plans – guidance to local authorities and bus operators: <https://www.gov.uk/government/publications/bus-service-improvement-plan>

10. Your questions and views

- 10.1 If you have any questions about the Bus Back Better Strategy, Enhanced Partnerships, or Bus Service Improvement Plans, please get in touch with the Transport Strategy team (transportstrategy@buckinghamshire.gov.uk), Suzanne Winkels (suzanne.winkels@buckinghamshire.gov.uk), or Rupert Zierler (Rupert.zierler@buckinghamshire.gov.uk). If you have any views that you would like the cabinet member to consider please inform the democratic services team. This can be done by telephone [01296 382343] or email [democracy@buckinghamshire.gov.uk].

This page is intentionally left blank