

# Property Professional Services Panel 2022-2026 (Lot 1)

Further Competition Invitation to Tender

(Stage 1 Under FTS Threshold)

## Marton Estate – Property Advisory Support

Issue Date: 26 June 2023 ProContract Identification Number: DN676393



### Introduction

The purpose of this Further Competition Invitation to Tender (ITT) is to award the call-off contract for the above commission.

We ask you to respond to the questions detailed in Part 2, Section 8 (Evaluation Criteria) using the Response Form and to return the Response Form and Resource and Pricing Schedule in Part 3 with your tender.

This Further Competition ITT is divided into 3 parts:

#### Part 1 – Commission Requirement

- Details the commission requirements.
- Details additional terms and conditions for the Further Competition. The successful Supplier will be subject to both the terms and conditions of this Further Competition and the Framework Contract. Unless otherwise defined in these instructions, terms used shall have the meaning given to them in the Framework Contract.

#### Part 2 – Instructions for Submitting a Response

- Contains important information and instructions on preparing and submitting a tender response. Please read these instructions carefully prior to submitting your tender response.
- Outlines the evaluation criteria which will be used for assessment. It is important that Suppliers familiarise themselves with the criteria and ensure they are considered when compiling their tender response.

#### Part 3 – Standard Forms

• Contains the standard forms required to be completed and returned by the Supplier when submitting a tender response.

### Part 1 - Commission Requirements

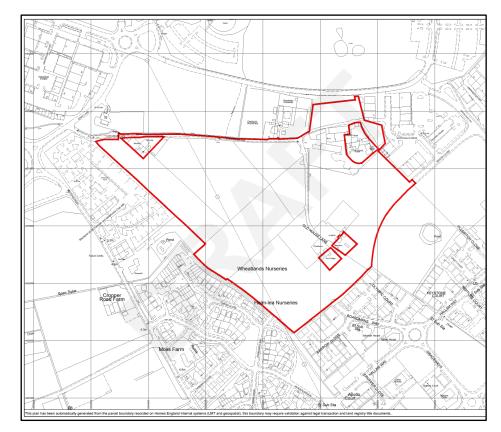
#### A PROJECT BRIEF

#### 1. Commission background

- 1.1 Homes England are the Government's Housing and Regeneration Agency. We will drive regeneration and housing delivery to create high-quality homes and thriving places. This will support greater social justice, the levelling up of communities across England and the creation of places people are proud to call home.
- 1.2 We welcome partners who share our ambition to challenge traditional norms and build better homes faster.
- 1.3 Homes England wish to appoint a property consultant team to provide property related advice and outputs on behalf of Homes England including:
  - Input into masterplanning (including initial viability testing)
  - Preparation of planning viability appraisals and input into S106 negotiations
  - Access negotiations and acquisition advice
  - Contingent assets and liabilities negotiations
  - General market intelligence updates and strategic advice as required
- 1.4 Please note, a separate commission has been undertaken to provide property agent services to support Homes England's North West disposal team in market engagement and the implementation of the disposal strategy for this project. The Property Advisor appointed as part of that commission will be procured via a separate Further Competition in similar timescales to this commission. If invited, bidders are welcome to bid for both opportunities and, if successful, undertake both commissions.

#### <u>The Site</u>

- 1.5 This tender relates to 11.09 hectares of land at Marton Estate, Old House Lane, Fylde which Homes England has acquired.
- 1.6 The site is predominantly located to the south of Old House Lane in a mixed residential and commercial / industrial setting to the south-west of junction 4 of the M55 and is on the western boundary of the Fylde local authority borough. The site boundary is shown in Figure 1.



#### Figure 1 – Site Plan

- 1.7 Homes England are seeking to secure a deliverable and well-designed outline planning permission for residential development with access on the site for circa 265 homes.
- 1.8 Pell Frischmann (and sub-consultants Hive Land & Planning and IDP) were appointed in March 2023 to deliver a full range of planning and technical services related to obtaining outline planning permission for residential development with access, including but not limited to the preparation of a masterplan, detailed access drawings, consultation, and co-ordination and monitoring of the application.
- 1.9 Work is currently ongoing by both Homes England and Pell Frischmann to consider the scope of derisking work required to provide an attractive site to market, including surveys, licences/ permits, health and safety and the potential management / procurement of contractors to deliver any derisking works as required (for example the possible demolition of on-site barns).

#### Planning Context

1.10 The Marton Estate site is located within the Fylde Local Authority area. It is allocated for mixed use development (under Allocation Reference MUS1) under Strategic Policy GD6 "Promoting Mixed Use Development" of the Fylde Local Plan to 2032 (incorporating partial review) adopted in 2021. An extract of the Local Plan Proposals map is provided below in Figure 2.

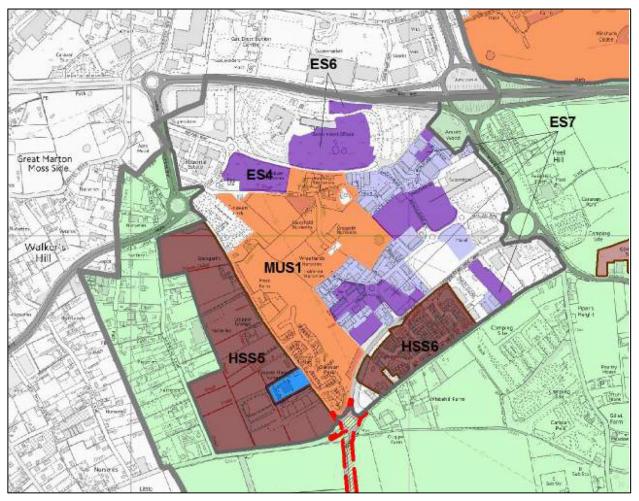


Figure 2 – Fylde Local Plan Proposals Map Extract

- 1.11 The site allocation, MUS1, is referred to under Strategic Policy SL2 which identifies the allocation area to deliver 529 homes and 5.7ha of employment land.
- 1.12 The site has previously secured outline planning approval (Ref: 15/0114) subject to S106 for mixed use development of up to 265 dwellings and 1.5 hectares of employment development (Class B1a/B1b/B1c/B2/B8). This permission has now lapsed.
- 1.13 As an existing allocation, the principle of residential development at the Marton Estate site is accepted.
- 1.14 The planning strategy for the site includes the preparation of a new outline planning application. This will be supported by a new set of supporting documents including Heads of Terms to frame a future Section 106 Agreement for the development. Part of this commission will include property advice to consider the implications of contribution requests received both prior to submission and during the

application determination period, alongside infrastructure costs on the financial viability of the project. This may include the need for sensitivity testing to ensure that the optimum, viable scheme is secured.

#### Land Ownership and Property Issues

- 1.15 While Homes England owns the vast majority of land required to facilitate the comprehensive development of its land at Marton Estate, there are notable instances of third-party land and unregistered land. The appointed property consultant will be required to advise Homes England on a suitable risk mitigation strategy for any identified issues.
- 1.16 Figure 3 below shows the site boundary and identifies the locations of the relevant adjacent residential properties.

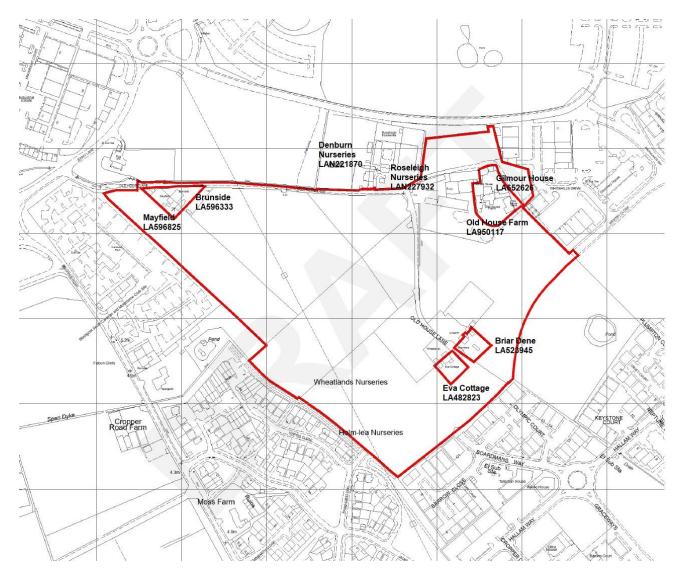


Figure 3 – Property Map

#### Old House Lane (not an adopted highway)

- 1.17 Old House Lane is included within the boundary of the site and runs east-west and north-south through the site. It is not a highway maintainable at public expense. It is understood that there are various rights of way over Old House Lane and various rights of drainage.
- 1.18 There are 8 properties which use the track as access to their properties (Mayfield, Brunside, Gilmour House, Old House Farm, Roseleigh, Denburn, Eva Cottage and Briar Dene). Whilst initial technical due diligence has indicated that the access for the residential development proposal is expected to be taken from Westby Close, further work is required to understand the existing landowners' rights over Old House Lane and their implications.
- 1.19 It is expected that the appointed property consultant will liaise with Homes England's appointed solicitor (subject of a separate tender process) to review their conclusions on the existing rights and to advise on the implications of the rights from a property perspective. The appointed property consultant will be required to advise Homes England accordingly of the implications and recommend a suitable and commercially facing way forward.
- 1.20 There is also a portion of Old House Lane which is not within Homes England's ownership (in the north west corner, connecting onto Jenny Lane). It is understood that a caution against first registration was submitted by the previous landowner prior to Homes England's involvement. Further advice on this registration will be sought from Homes England's appointed solicitor (subject of a separate tender process).
- 1.21 There is an associated liability with retaining ownership of Old House Lane and consequently the appointed property consultant will be required to advise upon the future options for retention of the Old House Lane. This aspect could include additional valuation work to establish the value of the highway and the access it provides.
- 1.22 An alternative approach could be to reroute Old House Lane and to rely on Homes England's Section 203 powers to provide alternative access arrangements to the relevant properties. Depending on the outcome of the legal review and commercial advice given by the consultant appointed as part of this commission, further property advice to support this strategy option may also be required.

#### Eva Cottage and Briar Dene

- 1.23 There are two residential properties and associated curtilage, Eva Cottage and Briar Dene, which sit outside of Homes England's ownership, but within the centre of the site. These properties are also attached to two other residential properties which are within Homes England's ownership (Wheatlands and Lyngarth).
- 1.24 The properties' only vehicular access is via Old House Lane and it is understood that the properties benefit from rights of way and of drainage along Old House Lane. There are also existing utilities which run along this route.

- 1.25 There is a need for further property advice to establish the appropriate strategy regarding these properties. This could include advice upon the acquisition of land and buildings by agreement or compulsory purchase.
- 1.26 This advice will need to be supported by the preparation of Red Book valuations of the relevant properties, as necessary.
- 1.27 The appointed consultant will be required to undertake an options assessment to establish and recommend the appropriate strategy to Homes England.
- 1.28 The appointed property consultant may then be required to lead negotiations with the existing landowners on our behalf. The consultant will be required to work collaboratively with the Homes England acquisition team on this workstream.

#### Electricity Pylons and Wayleave Agreement

- 1.29 There is an existing wayleave agreement in place which granted rights to the electricity board to construct six conductors, one earth wire and one tower on the Main Site.
- 1.30 The wayleave agreement can be terminated by either party at any time on six months' prior written notice. The previous owner of the site (Lancashire County Council) confirmed that this Wayleave Agreement still subsists, however a notice to claim compensation from Electricity North West was served in respect of the electricity pylons across the Property in March 2022.
- 1.31 Property advice regarding the compensation settlement for the existing wayleave agreement will be required as part of this commission.

#### 2. Delivery strategy

- 2.1 Homes England has already appointed a multi-disciplinary team (led by Pell Frischmann) to deliver a full range of planning and technical services related to obtaining outline planning permission for residential development with access.
- 2.2 The project is expected to consist of the submission and approval of an outline planning application with access for residential development. The site will then be marketed and sold to a developer via DPS.

NB this strategy is provisional and may change as the project progresses.

#### 3. High level objectives

- 3.1 Homes England wish to appoint a property consultant team to provide property related advice and outputs on behalf of Homes England to support the following key objectives:
  - to secure a deliverable and well-designed outline planning permission for residential development with access; and,

- to secure the delivery of the enabling works which will provide an attractive site to market, including licences/ permits, health and safety, and management / procurement of contractors.
- 3.2 These two elements are essential components of the wider objective of enabling the delivery of an attractive site for the market and disposal.
- 3.3 Key deliverables required to deliver Homes England's objectives include:
  - That Homes England's outline planning application is determined positively and supported by appropriate s106 agreements and conditions;
  - That Homes England's proposals for residential development are deliverable including across any third party and/or unregistered land interests;
  - That Homes England secures effective collaboration with key parties such as the neighbouring properties, and any other third parties necessary, and in doing so protect its interests appropriately; and,
  - That property and other risks can be appropriately identified and mitigated including where necessary obtaining insurance to indemnify the Agency against any foreseen risks.
- 3.4 The appointed property consultant team will be required to provide advice as necessary throughout the commission, ultimately informing the preparation of both a viable masterplan and an outline planning application prior to the disposal of the site to the market.

#### B CONSULTANT BRIEF

#### 1. Indicative Programme

1.1 These dates are indicative only to illustrate the period of the commission envisaged. Suppliers should note the indicative programme dates when preparing their Delivery Methodology in the Response Form.

Key Delivery Milestones	Anticipated Date
Submission of the outline planning application	September 2023
Determination of the outline planning application	Spring 2024
Marketing	Spring 2024
Conditional Agreement	Winter 2024 / Spring 2025
Commencement Date	Spring 2026
Completion Date	Spring 2030

#### 2. The Services and Deliverables

2.1 The appointed property consultant team will be required to provide advice as necessary throughout the commission, ultimately informing the preparation of both a viable, deliverable masterplan and securing an outline planning consent.

Area	Scope	Outputs
A - Inception B – Masterplanning	<ol> <li>Establishing a robust project strategy and clear programme early on in order to maximise efficiencies and support key deliverables.</li> <li>Provide strategic advice to support the multidisciplinary team in setting</li> </ol>	<ul> <li>Project Programme and Initial Meeting Schedule</li> <li>Project Plan or Similar Document</li> <li>Meetings with the client and multi-disciplinary team</li> </ul>
(including initial viability testing), Soft Market Testing and Residential Market Appraisal	the masterplan delivery options. This will include reviewing the masterplan options and providing comments on viability impacts and market demand. NOTE: The masterplanning work will be led by the multi-disciplinary team, Pell Frischmann, however property team input will be	<ul> <li>Market Appraisal Report</li> <li>Soft Market Testing Question Brief</li> <li>Soft Market Testing Exercise</li> <li>Soft Market Testing Report</li> <li>Review of Recommended Masterplan Layout</li> <li>Review of Potential Alternative Masterplan Layout Options</li> </ul>
	property team input will be required.	<ul> <li>Financial Viability Appraisals of the Recommended Masterplan</li> </ul>

	NOTE: The property advisor appointed by the Homes England Disposals Team will engage with the residential development market at an early stage to inform the planning, de-risking and disposal strategies. The appointed consultant for this commission will be required to collaborate, as necessary.	<ul> <li>Layout and Potential Alternative Options</li> <li>Proposition of Refinements to Layout (based on viability findings and client / lead consultant feedback)</li> </ul>
	<ol> <li>The provision of robust financial viability advice to inform the masterplan and to secure a market- facing, deliverable planning permission, including the preparation of financial viability assessments and sensitivity analyses (as necessary).</li> </ol>	
C - Preparation of Planning Viability and Input into S106 Negotiations	<ul> <li>4. Negotiating / inputting into the Section 106 Agreement.</li> <li>This includes advising on appropriate review mechanisms with supporting valuation templates to protect landowner / developer interests at future reviews.</li> <li>5. The provision of robust financial viability advice to inform the Section 106 Agreement.</li> </ul>	<ul> <li>Stakeholder Meetings / Events</li> <li>Meetings with the client and multi-disciplinary team</li> <li>Refined FVAs (as required)</li> <li>Final FVAs (as required)</li> <li>Agreed Affordable Housing Provision and Section 106 Contributions following engagement and negotiation with key stakeholders</li> <li>Completed Section 106 Heads of Terms</li> <li>Completed Section 106 Agreement</li> </ul>
D - Access Negotiations and Acquisition Advice	<ul> <li>6. Complete initial scenario testing:</li> <li>a. No action undertaken and its resultant impact on the masterplan</li> <li>b. Potential acquisition of properties (Eva Cottage and Briar Dene) and its resultant impact on the masterplan</li> </ul>	<ul> <li>Scenario testing report</li> <li>Strategy for Third Party Ransom Negotiations</li> <li>Meetings with client (including Homes England Acquisitions Team)</li> <li>Meetings with Third Parties / existing residents</li> <li>Acquisition of Land / Buildings (as required)</li> </ul>

	<ul> <li>c. Potential disposal of Old House Lane and its resultant impact on the masterplan</li> <li>d. Combination of b and c.</li> <li>This should include an analysis of the strengths and weaknesses of each scenario and provide a robust justification for the preferred approach.</li> </ul>	<ul> <li>Disposal of Land / Buildings (as required)</li> <li>Red Book Valuation(s) (as required)</li> </ul>
	7. Advise Homes England on the negotiation strategy (as required)	
	<ol> <li>Provide full RICS Red Book compliant valuation services to support the negotiations (as required)</li> </ol>	
E - Contingent assets and liabilities negotiations	<ol> <li>Advise on contingent assets and liabilities negotiations including clawback, apportionments, overage agreements, and restrictive covenant release.</li> </ol>	<ul> <li>Document review</li> <li>Written advice with a summary of the findings, assessment of land value of area sterilised from development and recommendations for taking the</li> </ul>
	Specifically, services are required to support negotiations related to the existing pylon wayleave agreement and potential compensation claim.	<ul> <li>matter forward</li> <li>Meetings with Third Parties</li> <li>Completed negotiation and conclusion of compensation claim</li> </ul>
F - General Market Intelligence Updates and Strategic Advice as Required	10. Advise on any other property matters associated with the project, up to the determination of the Homes England outline planning application.	<ul> <li>Document review</li> <li>Written advice</li> <li>Meetings and conferences where required</li> </ul>
	NOTE: It is assumed ad-hoc matters not covered elsewhere, will be charged on a tendered hourly rate basis and agreed with Homes England in advance.	

2.2 The Resource and Pricing Schedule included in Appendix 1 provides further clarity on assumptions which should be considered in pricing related to number of meetings or revisions to reports, as necessary.

2.3 The list of services and deliverables is not exhaustive and there may be additional duties/services required that will emerge as work is undertaken. This commission may be extended on client instruction to cover such matters as they arise, based on a time charged fee schedule or additional fixed fee lump sum completed in an appropriate tender response. The commission will only be extended if the services relate to the original objective of the overall call off contract.

#### 3. Other consultants being used/procured in this commission

3.1 Back-to-back appointments are required if other consultants are being used, prior to any contract being executed.

#### 4. Meeting and reporting requirements

- 4.1 Homes England will project manage the appointed consultant on a day-to-day basis. The supplier will need to identify a project manager to mirror this arrangement.
- 4.2 The main contact will be a Planning and Enabling Manager within Homes England's North West Planning and Enabling Team. They will be supported by a Senior Planning and Enabling Manager, colleagues from the Disposals, Acquisitions, Capital Projects and Technical Services teams, and other internal teams as appropriate.
- 4.3 The appointed consultant team will be required to work closely with the appointed multi-disciplinary team (Pell Frischmann) who will manage all planning workstreams associated with the commission, including the arrangement and coordination of all meetings / engagement with all relevant parties.
- 4.4 The appointed consultant team will be expected to lead the property workstreams, specifically the potential acquisitions and potential compensation negotiations.
- 4.5 The appointed consultant team will also be expected to collaborate with the Property Advisor to be appointed by the Homes England Disposal Team, as necessary.
- 4.6 Project team meetings will be held via teams and in person and attendance at such meetings will be required, when appropriate.
- 4.7 Poor performance meetings will hopefully not be required. However, if poor performance is repeated following escalation to the Supplier's Key Personnel to resolve the issue, as required in the Framework Management Schedule of the Framework Contract, the Framework Manager must be notified, and Homes England may call for a Poor Performance Meeting. Beforehand, Homes England will present areas of concern so that the Supplier and Homes England can discuss what happened and why, what will be done to prevent it happening again and how matters will improve. The Supplier subject to such a meeting would be expected to outline in writing in a Rectification Plan afterwards what improvements/modifications they will be putting in place. There will be a maximum of two Poor Performance Meetings before termination of the commission.

#### C CONTRACT MATTERS

#### 1. Payment

1.1 It is generally expected that invoices will be raised for completed works or following receipt of a completed output.

#### 2. Collateral Warranty

- 2.1 Collateral warranties will need to be provided by the appointed consultant to a developer or other party.
- 2.2 There will not be there be any opportunity to amend the provisions of the Collateral Warranty documentation.

#### 3. Limitation of Liability

3.1 Required insurance levels will be in accordance with those set out under the 2022 – 2026 Property and Financial Professional Services Framework Agreement. The liability limitation is as noted in the Property Framework documentation.

#### 4. Project Level Key Performance Indicators

4.1 Feedback on the performance of the Supplier may be provided by the Project Manager every 3 months on the TMS system.

#### 5. Termination

- 5.1 Should performance during the period of this appointment prove unsatisfactory following the Poor Performance meeting provisions set out in the Management section above, Homes England will exercise its right under the Termination and Suspension of the Contract clause in the Framework Contract to give notice to terminate the arrangement with immediate effect.
- 5.2 If the services are no longer required, for whatever reason, then Homes England reserves the right to terminate the appointment and pay for services completed at that point.

### Part 2 - Instructions for Submitting a Response

#### 1. General

- **1.2** Please refer to the ProContract Portal Advert for the Further Competition deadline. Tender responses must be submitted on ProContract. Please regularly check ProContract for any amendments to the Further Competition deadline. For all ProContract portal issues please contact <u>ProContractSuppliers@proactis.com</u>.
- 1.3 Suppliers must ensure that suitable provision is made to ensure that the submission is made on time. Any tender responses received after the Further Competition deadline shall not be opened or considered unless Homes England, exercising its absolute discretion, considers it reasonable to do so. Homes England, may, however, at its own absolute discretion extend the Further Competition deadline and shall notify all Suppliers of any change via ProContract.
- 1.4 Please note all communications during the tender period will be via the ProContract website. All Suppliers that have registered their interest for the Procurement will receive a direct email notification from ProContract on any updates via the Suppliers registered email address. No approach of any kind should be made to any other person within, or associated with, Homes England. It is the Suppliers responsibility to check the ProContract website for any updates to the Procurement process. No claim on the grounds of lack of knowledge of the above mentioned item will be entertained.
- 1.5 The Supplier must check the Further Competition ITT for obvious errors and missing information. Should any such errors or omissions be discovered the Supplier must send a message via the messaging function on ProContract. No alteration may be made to any of the documents attached thereto without the written authorisation of Homes England. If any alterations are made, or if these instructions are not fully complied with, the tender response may be rejected.
- 1.6 All clarification requests must be sent using ProContract no later than 5 working days before the Further Competition deadline shown on ProContract. Any queries submitted after this may not be answered. Homes England will respond to clarifications as soon as practicable.
- 1.7 Suppliers should specify in their clarification questions if they wish the clarification to be considered as confidential between themselves and Homes England. Homes England will consider any such request and will either respond on a confidential basis or give the Supplier the right to withdraw the clarification question. If the Supplier does not elect to withdraw the question and Homes England considers any clarification question to be of material significance, both the question and the answer will be communicated, in a suitably anonymous form, to all prospective Suppliers who have responded. If Suppliers consider that page limits set out in Section 8 (Evaluation Criteria) are insufficient to provide the information required by the question then a clarification request should be raised. No guarantee can be given that the page limit will be increased.

- 1.8 Tender responses must not be accompanied by statements that could be construed as rendering the tender response equivocal and/or placing it on a different footing from other Suppliers. Only tender responses submitted without qualification strictly in accordance with the Further Competition ITT (or subsequently amended by Homes England) will be accepted for consideration. Homes England's decision on whether or not a tender response is acceptable will be final.
- 1.9 Tender responses must be written in English and both Microsoft and PDF versions of tender documents must be submitted.
- 1.10 Under no circumstances shall Homes England incur any liability in respect of this Further Competition or any supporting documentation. Homes England will not reimburse the costs incurred by Suppliers in connection with the preparation and submission of their tender response to this Further Competition.
- 1.11 Homes England reserves the right to cancel this Further Competition process at any time.

#### 2. Conflict of Interest

- 2.1 Homes England will exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.
- 2.2 Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform Homes England, detailing the conflict in a separate Appendix.

#### 3. Confidentiality

- 3.1 This Further Competition ITT and associated information is confidential and shall not be disclosed to any third party without the prior written consent of Homes England. Copyright in this Further Competition ITT is vested in Homes England and may not be reproduced, copied or stored on any medium without Homes England's prior written consent.
- 3.2 Suppliers shall not undertake, cause or permit to be undertaken at any time any publicity in respect of this Further Competition process in any media without the prior written consent of Homes England.

#### 4. Quality

- 4.1 A Response Form template has been provided in Part 3 to respond to the Quality questions detailed in Section 8. The Response Form must be **completed and returned** as part of the tender response.
- 4.2 Suppliers must provide information on proposed staff in the Response Form and Resource and Pricing Schedule provided in Part 3. If the Supplier is a consortium or intends to sub-contract the Services, in whole or in part, then it should specify precisely in the Resource and Pricing Schedule which economic operator shall perform the Services (or parts thereof).

#### 5. Pricing

- 5.1 A Resource and Pricing schedule has been provided with this Further Competition ITT which must be completed and returned as part of the tender response.
- 5.2 The pricing approach for this Further Competition is a lump sum fixed fee. Suppliers are required to submit a maximum fixed fee which will not be subject to review once the instruction commences, unless there are very exceptional circumstances where additional work (which could not have been foreseen) is required.
- 5.3 Prices should be submitted for each 'Core Service Requirement' (set out under items A to F under 'The Services and Deliverables') within the Tender submission. Prices given should be set as a capped fee, excluding VAT and disbursements. An appropriate allowance for disbursements such as the provision of local search information, should be included separately as a budget estimate. Please include any assumptions.
- 5.4 A monthly invoicing schedule should be assumed. Day rates provided for the various staff engaged in the commission should not exceed the Consultant's relevant Homes England Property Panel rates.
- 5.5 The list of activities in the Resource and Pricing Schedule is not exhaustive and there may be additional duties/services required that will emerge as work is undertaken. This commission may be extended on client instruction to cover such matters as arise, based on a time charged fee schedule or additional fixed fee lump sum completed in the tender response. The commission will only be extended if the services relate to the original objective of the overall call off contract.
- 5.6 Suppliers are reminded that day rates for all individuals must be the agreed Framework Contract rates unless discounted rates are offered and will be used for all of the services.

#### 6. Evaluation

- 6.1 Tender responses will be evaluated on the basis of the overall most economically advantageous Tender (MEAT) submitted to Homes England. The evaluation criteria (and relative weightings) that Homes England will use to determine the most economically advantageous Tender are set out in Section 8 (Evaluation Criteria) below and the scoring approach is also detailed (Worked Example). Scores will be rounded to two decimal places.
- 6.2 Evaluators will initially work independently. Once they have completed their independent evaluation they will meet to discuss, understand and moderate any differences they have via a consensus meeting, where a single consensus score for each question will be agreed.
- 6.3 Award decisions will be subject to the standstill period if over the FTS Services threshold. Unsuccessful Framework Suppliers will be provided with their scores and feedback to explain the award decision.

#### 7. Documents to be returned

- 7.1 Suppliers are expected to provide the following information in response to this Further Competition ITT:
  - Completed Response Form
  - Completed Resource and Pricing Schedule
  - Supporting CV's for staff proposed to undertake this commission (no more than 2 pages each)

#### 8. Evaluation criteria

#### Scoring method

Quality will account for <u>70% of the Overall Score</u>. The following scoring methodology will apply:

5 – Excellent Satisfies the requirement and demonstrates exceptional understanding and evidence in their ability/proposed methodology to deliver a solution for the required supplies/services. Response identifies factors that will offer potential added value, with evidence to support the response.

4 – Good Satisfies the requirement with minor additional benefits. Above average demonstration by the Supplier of the understanding and evidence in their ability/proposed methodology to deliver a solution for the required supplies/services. Response identifies factors that will offer potential added value, with evidence to support the response.

3 – Acceptable Satisfies the requirement. Demonstration by the Supplier of the understanding and evidence in their ability/proposed methodology to deliver a solution for the required supplies/services.

2 - Minor Reservations Some minor reservations of the Supplier's understanding and proposed methodology, with limited evidence to support the response.

1 – Major Reservations/Non-compliant Major reservations of the Supplier's understanding and proposed methodology, with little or no evidence to support the response.

**O** - Unacceptable/Non-compliant Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the Supplier has the understanding or suitable methodology, with little or no evidence to support the response.

#### PLEASE NOTE:

If your response scores 0 or 1 for any <u>one</u> question your overall submission will be deemed as a fail. Any text beyond the specified page limits below will be ignored and will not be evaluated. Homes England will not cross-reference to other answers when assessing quality responses.

Evaluators will initially work independently. Once they have completed their independent evaluation they will meet to discuss, understand and moderate any differences they have via a consensus meeting, where a single consensus score for each question will be agreed.

#### Quality Questions

1	Proposal	<ul> <li>Please provide information on your proposed approach to the commission, supported by relevant examples where applicable.</li> <li>In responding to this question, Suppliers should consider providing the following information: <ul> <li>A summary statement of your approach and breakdown of your proposed methodology;</li> <li>A schedule of services to be delivered in line with the 'Core Service Requirements' set out in Part B, Section 2;</li> <li>Details of additional input outside of the 'Core Service Requirements' (if considered to be required);</li> <li>A summary of any additional information that may be required to undertake the commission;</li> <li>A summary of potential risks / external influences and suggested approach to mitigation; and</li> <li>Other commentary on the brief (as necessary)</li> </ul> </li> </ul>	30%	Maximum page limit = 6 A4 pages (including images)
2	Proposed Staff	<ul> <li>Please provide details of the proposed consultant team.</li> <li>In responding to this question, Suppliers should consider providing the following information: <ul> <li>A summary diagram of the proposed team structure;</li> <li>Details of key members of staff with specific relevance to the 'Core Service Requirements' set out in Part B, Section 2, alongside their experience of dealing with similar projects;</li> <li>A breakdown (by team member) of the time proposed to be spent in undertaking the commission, set out within a Resource and Pricing Schedule similar to that included at Appendix 1; and</li> </ul> </li> </ul>	25%	Maximum page limit = 4 A4 pages (including images) Note: CVs and the Resource Pricing Schedule are not included within the page limit for this section.

		Supporting CVs for key members of staff.		
3	Management arrangements	<ul> <li>Please provide details of proposed management arrangements.</li> <li>In responding to this question Suppliers should consider providing the following information: <ul> <li>How the team sees themselves working with the appointed multi-disciplinary team and Homes England; and</li> <li>How the commission will be managed</li> </ul> </li> </ul>	15%	Maximum page limit = 2 A4 pages (including images)

Price will account <u>30% of the Overall Score</u> . The lowest price will gain the maximum marks with other prices expressed as a proportion of the best score using the maths explained in the worked example below.			
Criteria	Demonstrated by	Weighting	
Price	Completed Resource and Pricing Schedule 30%		

#### Worked example of weighting and scoring

How your quality scoring will be used to give a weighted score:

Bidder	Question	Score out of 5	Weighting	Weighting Multiplier	Weighted Score	Total Weighted Score
	1	3	30%	6	18	
Supplier A	2	4	25%	5	20	50
	3	4	15%	3	12	
	1	5	30%	6	30	
Supplier B	2	4	20%	5	20	62
	3	4	20%	3	12	
	1	2	30%	6	12	
Supplier C	2	1	20%	5	N/A	N/A (fail)*
	3	2	20%	3	6	

\* in the example above Supplier C's pricing will not be scored

Worked example of how your price will be used to calculate a score:

Bidder	Form of Tender price	Lowest price/Supplier's price (as %)	Price Score (out of 30)
Supplier A	350	350/350 = 100%	100%*30 = 30
Supplier B	700	350/700 = 50%	50%*30 = 15
Supplier C	250	N/A	N/A

#### Worked example of Overall Score and Ranking:

Bidder	Total Quality Score	Price Score	Total Score	Ranked Position
Supplier A	50	30	80	1
Supplier B	62	15	77	2
Supplier C	N/A	N/A	N/A	N/A

### Part 3 – Response Form

Framework:	Property and Financial Professional Services Framework 2022-2026 (Lot 1)
Project Title:	Marton Estate – Property Advisory Services
ProContract Identification Number:	DN676393
Supplier:	[insert]
Date:	[insert]

To enable Homes England to evaluate your tender, we require Suppliers to respond to the quality questions whilst making reference to the evaluation section above.

Please refer to the evaluation section for page limits for each question. Any text beyond this will be ignored and will not be evaluated.

The questions should be responded to using the following headings:

- Proposal
- Proposed Staff
- Management arrangements

#### **Resource and Pricing Schedule**

The excel spreadsheet at Appendix 1 is to be embedded by the Supplier in response to this tender.