

**Contract Number WH20015**

**Energy Performance Certificates**

**Invitation to Tender Instructions**

**Schedule 4**

|  |  |
| --- | --- |
| **Tender Period**  3 Years with The Possibility Of Extending By A Further 12 Months | **Procurement Lead**  **John Bailey** |
| **Tender Return Date**  12:00 noon on 26th March 2021 | **Contact Details**  [www.procontract.due-north.com](http://www.procontract.due-north.com) |

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# INTRODUCTION AND BACKGROUND

# Introduction

* + 1. You are hereby invited to submit a Tender for this contract for the provision of Energy Performance Certificates as detailed in the ITT Material.

* + 1. This Tender exercise will be carried out entirely online, using the Procontract e-sourcing portal.
    2. Before completing the Questionnaire, please ensure that you have read all the documents in the document library.
    3. No information contained in this ITT, or in any communication made between the Client and any Tenderer in connection with this ITT, shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered in accordance with this ITT.
    4. The Client reserves the right, subject to the appropriate procurement regulations, to change without notice the basis of, or the procedures for, the competitive tendering process or to terminate the process at any time. Under no circumstances shall the Client incur any liability in respect of this ITT or any supporting documentation.

# Background Information

* + 1. Under the Right-to-Buy scheme, Wolverhampton Homes (WH) has to produce **Rd SAP** Energy Performance Certificates (EPC) for each Right-to-Buy enquiry.
    2. Under its Void Property process, it also has to produce an **Rd SAP** EPC each for each Void Property once it has been re-furbished and ready for occupation.
    3. There may be other requests for EPC’s throughout the contract period for matters such as structural investigations, new build and for investment planning purposes.
    4. A Service Provider is required to provide a high number of EPCs per annum to service the above requirements.
    5. Over the last 3 years Wolverhampton Homes have generated on average circa **700 EPC’s per annum**.
    6. WH also manages a number of shops. When re-letting the shops a **Commercial EPC** may be required, however, this is not expected to be significant requirement.
    7. As a Public Authority, occupying buildings many of which are frequently visited by the public, **Display Energy Certificates** are also required, however this is not expected to be a significant requirement.
    8. On occasion Wolverhampton Homes may also require **Full SAP EPC’s** for investment planning purposes. Drawings and U Values information will be provided by Wolverhampton Homes, however this is not expected to be a significant requirement
    9. The Service Provider shall undertake professional RD SAP, Full SAP, Commercial and Display Energy Performance Certificates across Wolverhampton Homes portfolio in accordance with this ‘Statement of Requirements’
    10. The Service Provider shall ensure that only competent, qualified and accredited Domestic and Commercial Energy Assessors undertake the EPCs

# Timetable

* + 1. Set out below is the proposed procurement timetable. This is intended as a guide and, whilst the Client does not intend to depart from the timetable, it reserves the right to do so at any time.

|  |  |
| --- | --- |
| **Target Date** | **Activity** |
| **23rd February 2021** | Advert issued for publication with the ITT made available to Tenderers. |
| **19th March 2021** | Deadline for Tender clarifications |
| **26th March 2021** | Tender Return Date |
| **16th April 2021** | Complete Evaluation |
| **26th April 2021** | End of Voluntary 10 day Standstill Period that Wolverhampton Homes is holding |
| **27th April 2021** | Contract Award |
| **1st June 2021** | Go-Live / Start Date |

# Use by other Public Bodies

* + 1. The opportunity will also be available for use by other Public Bodies in Wolverhampton and Partner Authorities in the West Midlands Combined Authority.

# Instructions to Tenderers

* + 1. Tenderers should read these instructions carefully before completing their Questionnaire. Failure to comply with the requirements for completion and submission may result in the rejection of their Tender.
    2. Tenderers should familiarise themselves fully with the extent and nature of the Requirements and the contractual obligations and are deemed to have done so before submitting a Tender.

# ITT Structure

* + 1. The ITT comprises of:

##### Tender Part 1 – Standard Selection Questionnaire

##### Subsection 1 - Potential Supplier Information

##### Subsection 2 - Exclusion Grounds

##### Subsection 3 - Selection Questions

##### Subsection 4 - Declaration

* ***Tender Part 2*** – ***Tender Specific Information***
  + Subsection 1 – Pass / Fail
  + Subsection 2 – Insurance
  + Subsection 3 – Tender Pack
  + Subsection 4 – Key Performance Indicators
  + Subsection 5 – Payments & Ordering
  + Subsection 6 – Additional Contract Conditions
  + Subsection 7 – Information Governance
  + Subsection 8 – Modern Slavery Act 2015
  + Subsection 9 – Quality / Price / Social Value
  + Subsection 10 – Equality & Diversity
  + Subsection 11 – City of Wolverhampton Charter
  + Subsection 12 – Tender Declaration.

# Submission of Tender

* + 1. The closing date for the submission of Tenders is **12:00 on Friday 26th March 2021**
    2. Tenders must be submitted via the Delta e-sourcing portal at [www.procontract.due-north.com](http://www.procontract.due-north.com). All problems in uploading documents to the Delta e-sourcing portal should be referred to the Procontract e-sourcing helpdesk in the first instance.
    3. Please ensure that enough time is allowed to submit your Tender. It is the Tenderers’ responsibility to ensure that their Tender is uploaded so the Client receives it no later than the appointed time. The Client does not undertake to consider Tenders received after that time.

# Instructions for Completion

* + 1. Tenderers are to complete the Questionnaire within Tender Part 1 on the e-sourcing portal, in the specific question sections provided, and these answers shall form their Tender.
    2. Tenderers are required to download, read and understand the SSQ Wording document within the public attachments section within Tender Part 1 – Standard Selection Questionnaire
    3. Document uploads in other sections, or answers in word documents uploaded to the portal, other than to support the response given, will not be accepted as a valid submission and will not be marked in the evaluation.
    4. Answers uploaded in the wrong area will not be marked.
    5. When completing the pricing schedule, do not edit or adjust the original format that was issued in the Document Library.
    6. Tenderers should answer all questions as accurately and concisely as possible.
    7. Questions should be answered in English and completed by duly authorised personnel.
    8. The information supplied will be checked for completeness and compliance with the instructions before responses are evaluated.
    9. In the event that none of the responses are deemed satisfactory, the Client reserves the right to terminate the procurement and where appropriate re-advertise the procurement.
    10. Tenderers must be explicit and comprehensive in their responses.
    11. Prior knowledge of your company or your submission must not be assumed and all questions must be answered in full.

# Queries

* + 1. All requests for clarification or further information should be raised through the Procontract e-sourcing portal at [www.procontract.due-north.com](http://www.procontract.due-north.com).
    2. The closing date for queries is **Friday 19th March 2021**. No guarantee can be made to answer queries received after this point.
    3. If it is considered that a query may have a material effect on the tendering process, all Tenderers will be notified.
    4. No approach of any kind in connection with this Tender should be made to any other person within, or associated with, the Client.
    5. All responses received and any communication from Tenderers will be treated in confidence but will be subject to this paragraph.

# Promotion of Training and Skills

* + 1. Wolverhampton Homes wishes to promote skill issues and training and re-training opportunities through its procurements. To this end, it is intended that conditions will be included in any contract(s) awarded from this procurement that will require the winning service provider to use all reasonable efforts to implement apprenticeship and re-training schemes during the delivery of its contract (as found in Tender Part 1 – Standard Selection Questionnaire, subsection 3.5.2 8.2)

# Clarification Interviews

* + 1. The Client reserves the right to invite Tenderers to formal interviews to clarify their bids at any time during the Evaluation Process.
    2. The Interviews shall not be marked, but will be used to review and confirm the marks given to their Tender during the Evaluation Period.
    3. Tenderers shall be given as much notice as practicable, and in any case a minimum of 48 hours, of any interviews.

# **Tender Conditions**

* + 1. Wolverhampton Homes will not reimburse any Tendering costs.
    2. This Invitation to Tender does not constitute an offer and Wolverhampton Homes does not bind itself to accept the lowest or any Tender and reserves the right to accept a Tender either in whole or in part for such item or items specified in this Invitation to Tender.
    3. If there appears to be an error in a submission or supporting information the Tenderer will be invited to confirm or withdraw its bid. Where the error relates to the quotation total as calculated from tendered rates and variable quantities, the bid will be regarded as the quotation total bid and the rate adjusted accordingly. The Tenderer will be invited to confirm or withdraw the bid and resulting rate.
    4. The Client reserves the right, subject to the appropriate procurement regulations, to change without notice the basis of, or the procedures for, the competitive tendering process or to terminate the process at any time. Under no circumstances shall the Client incur any liability in respect of this ITT or any supporting documentation.
    5. Tenderers are not to discuss their bid other than with professional advisers or joint bidders who need to be consulted. Bids shall not be canvassed for acceptance or discussed with the media or any other Tenderer or member or officer of Wolverhampton Homes.
    6. Tenders are to remain open for acceptance for a minimum of 120 days.
    7. Any work undertaken before the award of contract by Wolverhampton Homes shall be at the Tenderer’s risk.
    8. Tenderers will be notified simultaneously and as soon as possible of any decision made by Wolverhampton Homes during the tender process, including award.

# **Freedom of Information**

* + 1. In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the ‘FoIA’), all information submitted to the Client may be disclosed in response to a request made pursuant to the FoIA.
    2. In respect of any information submitted by a Tenderer that it considers to be commercially sensitive the Tenderer should:
       - 1. clearly identify such information as commercially sensitive;
         2. explain the potential implications of disclosure of such information; and,
         3. provide an estimate of the period of time during which the Tenderer believes that such information will remain commercially sensitive.
    3. Please submit responses to a, b and c where indicated in the Questionnaire.
    4. Where a Tenderer identifies information as commercially sensitive, the Client will endeavour to maintain confidentiality. Tenderers should note, however, that, even where information is identified as commercially sensitive, the Client might be required to disclose such information in accordance with the FoIA. Accordingly, the Client cannot guarantee that any information marked ‘commercially sensitive’ will not be disclosed.

# EVALUATION CRITERIA

# **Overview**

* + 1. Tenderers will be evaluated on the answers they provide in their tender response via the Procontract e-sourcing portal. The evaluation criteria is made up of ‘pass/fail’ (selection) questions/requirements and ‘weighted marked’ (award) questions. The information below shows how each section is to be marked.
    2. The Client does not bind itself to accept the lowest or any tender for the Services and reserves the right to accept part of the Tender unless the Tenderer expressly stipulates to the contrary.
    3. The Client will have no obligation to Tenderers arising from this tender exercise unless it enters into a formal contract with the Tenderer for the provision of the Services that are subject to this Invitation to Tender.
    4. Tenderers may be contacted to clarify their bids or may be invited to provide a short presentation in support of their proposals.

# **Pass/Fail Requirements**

* + 1. Pass/Fail Requirements evaluates whether Tenderers have the capacity and capability to perform the contract.
    2. All tenders must achieve a pass for each requirement, failure to do so may deem your Tender response as non-compliant.
    3. For a response to be deemed as satisfactory, it must provide adequate evidence that the company has the capability and capacity to meet the requirements.
    4. **The following requirements are mandatory Stage 1 requirements and failure to comply will result in your submission being automatically rejected:**
       1. All Tenderers must be able to demonstrate a minimum annual turnover equivalent to 2 times the annual Contract value £18,500. i.e. In this instance £37,000 turnover minimum.
       2. All Tenderers must have Public Liability Insurance of at least £5 million.
    5. The pass/fail questions will need to be answered within “**Tender Part 2 – Tender Specific Information, subsection 1 – PASS/FAIL”** within the Pro Contract e-tendering system. They are mandatory questions that will need to be answered and failure to comply will result in your submission being automatically rejected.
    6. The Financial/Economic Standing section shall be tested by information provided by an independent credit check.
    7. Failure to meet any of the requirements will result in the rejection of your Tender.

# **Award Criteria**

* + 1. Award criteria evaluates how Tenderers propose to provide the services to Wolverhampton Homes.
    2. The Award of Contract shall be based on the Most Economically Advantageous Tender in respect of:

|  |  |
| --- | --- |
| **Criteria** | **Percentage** |
| **Quality** | 35% |
| **Cost** | 65% |

* + 1. The total cost score will be added to the total quality score to give a total score for evaluation and decide the Most Economically Advantageous Tender.
    2. Cost shall be evaluated and sub-weightings as follows:
* Domestic RD SAP EPC – 60%
* Commercial EPC – 1%
* Display Energy Certificate – 1%
* Full SAP EPC – 3%

The most competitively priced Domestic RD SAP EPC will receive the maximum 60%. Less competitive tenders will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender. The same method will be applied to calculating the % scores for Commercial EPC, Display Energy Certificate & Full SAP EPC.

Total Cost % scores, for each of these sub-weightings will then be added together to reach a total price score.

* + 1. Quality shall be evaluated as follows:

|  |  |
| --- | --- |
| **Criteria** | **Weightings** |
| Service Provision | **17%** |
| Compliance With Equalities Legislation | **3%** |
| Quality Management | **15%** |

* + 1. Quality shall be marked on the below scale:

|  |  |  |
| --- | --- | --- |
| **Assessment** | **Mark** | **Interpretation** |
| ***Excellent*** | ***5*** | *Exceeds the requirement.*  *Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.* |
| ***Good*** | ***4*** | *Satisfies the requirement with minor additional benefits*  *Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.* |
| ***Acceptable*** | ***3*** | *Satisfies the requirement.*  *Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.* |
| ***Minor Reservations*** | ***2*** | *Satisfies the requirement with minor reservations*  *Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.* |
| ***Serious Reservations*** | ***1*** | *Satisfies the requirement with major reservations.*  *Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.* |
| ***Unacceptable*** | ***0*** | *Does not meet the requirement*  *Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.* |

* + 1. Should a Tenderer receive ‘Unacceptable’, ‘Serious Reservations’ or ‘Minor Reservations’ on any section or question their Tender may be rejected.
    2. The tender receiving the highest mark for quality overall will receive the full 35% marks available for quality. Other tenders will receive a % of the 35% marks that reflects the difference in the marks between those tenders and the tender receiving the highest mark for quality overall.
    3. Details of the questions and their category can be found in Section 3 of this document.

# **Reasons for Disqualification**

* + 1. The Client will disqualify any Tenderer who:
* Fails to provide a satisfactory response to any questions in the ITT or inadequately or incorrectly completes any question;
* Fails to exceed a minimum weighted mark threshold of 50% overall
* Fails to submit its completed Tender before the deadline.
* Provides an answer that is subsequently found to be untrue.
* Fails to satisfy any of the grounds for mandatory or discretionary exclusion within the Standard Selection Questionnaire document, contained within Tender Part 1 – Standard Selection Questionnaire
* Where a Tenderer has a valid reason for being unable to provide the information requested in relation to economic, financial and insurance matters, the other information considered appropriate by the Client will be accepted.

# QUESTIONS, CRITERIA AND WEIGHTINGS

|  |  |  |
| --- | --- | --- |
| **Section** | **Question** | **Weighting** |
| Pass / Fail | Please confirm that all of the assessors undertaking work on this contract are accredited Domestic Energy Assessors (DEA) | Pass / Fail |
| Pass / Fail | Please provide the CVs and relevant accreditation certificates of all of the assessors likely to undertake work on this contract | Pass / Fail |
| Pass / Fail | What measures are in place to ensure the EPC assessors used on this contract maintain their DEA accreditations? | Pass / Fail |
| **Pass / Fail** | Please provide details of the person responsible for Health & Safety in your organisation and their relevant qualifications? | Pass / Fail |
| **Pass / Fail** | Does your organization hold a recognized Environmental or Quality Management Certification; for example BS/EN/ISO 9001 /14001 or equivalent? If equivalent, please provide details of in house quality system that you use. | Pass / Fail |
| Service Provision | Please explain the standard process you would follow to provide an **Rd SAP EPC** / Survey to Wolverhampton Homes - Please include indicative timescales in your answer, explaining how you would ensure that the response times are met. Also within your answer please provide a detailed list of the information you require from Wolverhampton Homes to complete an **Rd SAP EPC?** Please limit your response to 2 sides of A4, Ariel font size 11. | 3% |
| Please explain the standard process you would follow to provide a **FULL SAP EPC** / Survey for Wolverhampton Homes – Please provide indicative timescales within your answer, explaining how you would ensure that the response times are met. Also within your answer please provide a detailed list of the information you require from Wolverhampton Homes to complete a **Full SAP EPC?** Please limit your response to 2 sides of A4, Ariel font size 11. | 3% |
| There will be occasions when Wolverhampton Homes does not possess all of the relevant information for FULL SAP EPC production – What ways can you support WH to obtain the required information to produce the FULL SAP EPC? Please limit your response to 3 sides of A4, Ariel font size 11. | 4% |
| What steps would you take when undertaking an EPC survey in a Void Property? For example your response should include lone working safety, site security and asbestos awareness etc. Please limit your response to 2 sides of A4, Ariel font size 11. | 3% |
| How do you determine ALL of the relevant recommendations to maximise the ‘POTENTIAL’ EPC / SAP score for each property / EPC produced? Please limit your response to 3 sides of A4, Ariel font size 11. | 4% |
| Compliance with Equalities legislation | Please give details of your proposed approach to engaging and liaising with a diverse range of social housing tenants through this contract? In order to demonstrate the robustness of your approach, please give an example which illustrates your experience and answer. Please limit your response to 2 sides of A4, Ariel font size 11. | 3% |
| Quality Management | Please describe the full audit and control processes you have in place to ensure the accuracy of the EPC’s / surveys you undertake? Please limit your response to 3 sides of A4, Ariel font size 11. | 5% |
| Wolverhampton Homes manages a wide and varied range of housing construction types including non-traditionally constructed dwellings - How will you prevent or minimize any ‘assumptions’ used for both the FULL SAP and Rd SAP EPC’s requested? Please limit your response to 3 sides of A4, Ariel font size 11. | 5% |
| What steps will your organization take to address the inaccurate production of EPC’s and / or continual poor performance? Please note that all EPC errors found are to be rectified by the Service Provider at no additional cost to the Client and within the timescale detailed within the Response Times subsection, in the Statement Of Requirements. Please limit your response to 3 sides of A4, Ariel font size 11. | 5% |
| Schedule of Rates | Submit fully priced schedule, with sub-weightings:   * Domestic RD SAP EPC – 60% * Commercial EPC – 1% * Display Energy Certificate – 1% * Full SAP EPC – 3%   Note: Failure to price all above items may deem your tender response as non-compliant | 65% |