

**Hackney Council**

**INVITATION TO TENDER**

**Independent Tenant and Leaseholder Advisors Framework Reprocurement and**

**Procontract Project Ref: DN540243**

| **Bidder to insert their company/organisation name** |
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**Bids submitted after the stated closing date and time may not be considered.**

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| **Invitation to Tender No:**  **DN 540243** | |  | *London Borough of Hackney* |
| --- | --- | --- | --- |
| **Tender for:**  **Period of Contract:** | Independent Tenant and Leaseholder Advisors (ITLA) Framework  September 2021 to September 2025 | | **Due for return by 12:00 Noon on:**  19 August 2021 |

1. **INTRODUCTION**

**General**

* 1. The Authority is issuing this Invitation to Tender ("ITT") in connection with the Procurement described in the advertisement placed in the Find a Tender Service with reference number [FTS DETAILS].
  2. The Procurement is being run under the open procedure, which is a formal bidding procedure, under which the contract is advertised and all interested organisations/consortia can bid. This ITT provides further details of the proposal and process for submitting Bids.

**Communications / Contact**

* 1. The Authority is using ProContract as its electronic procurement portal ("the Procurement Portal"). The system is intermittently referred to as ProContract or the London Tenders Portal. The Procurement Portal is accessible at <https://www.londontenders.org/> .
  2. Bidders must not approach any member of the Authority in relation to the Procurement or the Procurement Process, other than by using the messaging function on the Procurement Portal. Submit messages at the specific event level rather than the project level. Queries will be answered within business hours.
  3. Any technical questions relating to the use of the Procurement Portal website should be logged with the dedicated [Bidder Support helpdesk](mailto:ProContractSuppliers@proactis.com). Remember to include as much detail as possible, label your message as “Urgent” if it is time-sensitive and include your telephone contact information if you need a ring-back. This is only the technical support line and any ITT queries should be directed to the relevant Procurement team running the contract through the messaging function of the Procurement Portal. Queries will be answered within business hours.

**Open Procedure**

* 1. This ITT has been developed to achieve the selection of a provider to deliver the Procurement as described in the FTS Notice.
  2. The Authority is using the open procedure. Any interested organisation/consortium may submit a Bid in response to this ITT.
  3. All Bidders are required to complete this ITT document in order to submit their completed Bid. Bids must comprise both the Selection Questionnaire ("SQ") and ITT response documents (see Appendices to this ITT). All aspects of this ITT should be completed in full and submitted as part of a Bid.
  4. The Authority will evaluate Bidders' responses to the selection questions in the SQ (Appendix 6: SQ) before evaluating the remainder of the Bid. All Bidders meeting the selection criteria (set out in the SQ Explanatory Document (Appendix 5: SQ Explanatory Document) will proceed to the tender evaluation stage and will have the remainder of their Bids evaluated. Bidders which do not meet the selection criteria, will not proceed to the tender evaluation stage.
  5. During the open procedure, negotiations between the Authority and Bidders on fundamental aspects of their offer, such as price, are not permissible.
  6. The purpose of this document is to describe the Procurement Process and to provide further information about the Procurement.
  7. All documents and Bids will be prepared in the English language. The Procurement Process and all subsequent contracts will be subject to English law and the exclusive jurisdiction of the English courts.
  8. The ITT aims to:
* provide information to Bidders on the Procurement and the opportunities available;
* set out clearly the Authority’s requirements;
* provide information on the Authority’s approach to the open procedure process;
* set out the deliverables required from Bidders; and
* set out the evaluation criteria and weightings that the Authority will use to assess Bids.
  1. Details of the overall timetable and submission deadlines and other key dates are outlined in **Section 3 (Timetable and Process)** below.
  2. The questions that Bidders are required to answer in the ITT are set out in **Appendix 8: Quality Questions** and **Appendix 9: Financial Submissions** to this document.
  3. Bidders should note that there will be no negotiations permitted on the Contract terms (**Appendix 2**) prior to or after the Bid submission deadline date. Bidders are deemed to accept the Contract terms as set out in this ITT and the Authority reserves the right to reject a Bid which seeks to vary or qualify the terms of the Contract (in a manner not permitted in this ITT).
  4. **Bids should be final and complete in meeting the Authority's requirements. Please refer to the submission instructions in Section 5 (Submission Instructions) and the checklist contained in Section 7 (Bid Checklist).**
  5. However, the Authority may request Bidders to clarify aspects of their Bids where the Authority considers it appropriate to do so.
  6. Following the submission of Bids, the Authority expects to undertake an evaluation process to identify which Bid is the most economically advantageous tender (MEAT) and will be put forward for consideration to be awarded the Contract.
  7. The Authority reserves the right to vary the procedure as described in any of the Procurement Documents including in the FTS Notice and the ITT. Reasons for this may include, but are not limited to, supporting continued competition, avoiding unnecessary bidding costs and adhering to subsequent technical or legal guidance.

**Definitions**

1.26 In this ITT, the following definitions shall apply:

| **Definitions** | |
| --- | --- |
| **Advisers** | Means all professional advisers of the Authority involved in the Procurement Process |
| **Authority** | Means Hackney Council or its duly authorised officers |
| **Bid** | Means each of the written proposals submitted by a Bidder as part of this Procurement Process at any stage of the Procurement Process. A Bid includes the SQ and ITT responses. |
| **Bidder(s)** | Means individuals and/or Organisations who are interested in tendering for the Procurement |
| **Confidential Information** | Means all information marked as confidential. Does not apply to any information not marked in this way. |
| **Consortium** | Means either an entity which is to be formed by a group of Organisations or a group of Organisations acting jointly as the Bidder |
| **Consortium Member** | Means where the Bidder is a Consortium, any individual economic operator forming part of that Consortium |
| **Contract** | Means the agreement between the Authority and the Supplier for the Goods & Services/Services being the subject of this Procurement Process, including all documents to which reference may properly be made in order to ascertain the rights and obligations of the parties |
| **Contract Price** | Means the price referred to in the Contract as payable by the Authority, together with any additions or deductions, agreed in writing under the Contract |
| **ITT** | Means Invitation to Tender |
| **Organisation** | Means a sole trader, partnership, limited partnership, limited liability partnership, co-operative or company and any analogous entity established inside or outside the UK |
| **Procurement** | Independent Tenant and Leaseholder Advisors Framework |
| **Procurement Documents** | Means any document issued by the Authority as part of this Procurement Process |
| **Procurement Portal** | Means ProContract, the London Tenders Procurement Portal, accessible at: <https://www.londontenders.org/> |
| **Procurement Process** | Means the procedure set out in this ITT by which the Procurement will be procured |
| **SQ** | Means the Selection Questionnaire |
| **SQ Explanatory Document** | Means the Selection Questionnaire Explanatory Document at Appendix 5 |
| **Supplier** | Means the person, firm or company responsible for carrying out the Contract and shall include the Supplier’s successors and permitted assignees |

1. **IMPORTANT NOTICES**

**General**

* 1. This ITT has been prepared by the Authority and is for use by those interested in bidding for the Procurement, their professional advisers, and other parties essential to preparing a Bid for the Procurement and for no other purpose.
  2. You are deemed to fully understand the process that the Authority is required to follow under relevant UK legislation, particularly in relation to public procurement rules.
  3. Bidders' attention is drawn to the further notices set out in this **Section 2** (**Important Notices**) which form part of the conditions of participation in this Procurement Process and to **Section 5** (**Submission Instructions**) which details how to submit a Bid.

**Confidentiality**

* 1. The Procurement Process may involve the Authority providing Confidential Information to the Bidders. The Bidders shall at all times:
     1. treat all Confidential Information as confidential;
     2. not disclose, copy, reproduce, distribute or pass the Confidential Information to any other person at any time;
     3. not use the Confidential Information for any purpose other than for the purposes of making (or deciding whether to make) a Bid in relation to the Procurement; and
     4. comply with the provisions of paragraph 2.13 below (which contains restrictions on publicity activity within any section of the media or similar).
  2. Bidders shall procure that, if it is a Consortium, each Consortium Member who receives any of the Confidential Information is made aware of, and complies with, the confidentiality obligations in this Section 2.
  3. Bidders may disclose, distribute or pass the Confidential Information to another person (including, but not limited to, for example, employees, consultants, sub-contractors or advisers, the Bidder's insurers or the Bidder's funders) if either:
     1. this is done for the sole purpose of enabling a Bid to be made and the person receiving the Confidential Information undertakes in writing to keep the Information confidential on the same terms as set out in this ITT; or
     2. the Bidder obtains the prior written consent of the Authority in relation to such disclosure, distribution or passing of the Information
  4. The Authority may disclose detailed information relating to Bids to the Authority’s members, directors, officers, employees, agents or advisers and they may make the key Bid documents available for private inspection by the Authority’s members, directors, officers, employees, agents or advisers.
  5. The Procurement Process may also involve Bidders providing Bidder's Confidential Information to the Authority. The Authority reserves the right to disseminate Bidder's Confidential Information to all Bidders whether during the Bid process, at debrief stage or after the Contract has been entered into.
  6. The Authority will act reasonably as regards the protection of Bidder's Confidential Information, subject to the Authority’s duties under the Public Contracts Regulations 2015, the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (see 2.45 below) and any other associated transparency duties.

**Conflicts**

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

**Canvassing and non-collusion**

* 1. The Authority reserves the right to disqualify (without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Bidder or Consortium Member (as the case may be) may attract) any Bidder or Consortium Member (or its directors or any other person who has powers of representation, decision or control of the Bidder or Consortium Member), who, in connection with this ITT:
     1. offers any inducement, fee or reward to any member or officer of the Authority or any person acting as an adviser for the Authority in connection with this ITT;
     2. does anything which would constitute an offence within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906, where the offence relates to active corruption;
     3. does anything which would constitute the offence of bribery, where the offence relates to active corruption;
     4. does anything which would constitute bribery within the meaning of section 1 or 6 of the Bribery Act 2010;
     5. canvasses any member or officer of the Authority or any person acting as an adviser for the Authority in connection with this ITT;
     6. contacts any officer of the Authority prior to the Contract being entered into about any aspect of the ITT in a manner not permitted by this ITT (including without limitation contact for the purposes of discussing the possible transfer to the employment of the Bidder of such officer);
     7. fixes or adjusts the amount of its Bid by or in accordance with any agreement or arrangement with any other Bidder or Consortium Member of any other Bidder (other than its own Consortium Members or supply chain);
     8. enters into any agreement or arrangement with any other Bidder (or Consortium Member of any other Bidder) to the effect that it shall refrain from making a Bid or as to the amount of any Bid to be submitted;
     9. causes or induces any person to enter such agreement as is mentioned in either paragraph 2.11.7 or 2.11.8 or to inform the Bidder (or a Consortium Member of the Bidder) of the amount or approximate amount of any rival Bid;
     10. canvasses any person connected with this ITT who is not one of its own Consortium Members or one of its own team;
     11. offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Bid (or proposed Bid) any act or omission;
     12. communicates to any person other than the Authority the amount or approximate amount of his proposed Bid (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a Bid);
     13. enters into any agreement with any other Bidder (or a Consortium Member of any other Bidder) aimed at distorting the outcome of the competition;
     14. undertakes to unduly influence the decision-making process of the Authority; or
     15. undertakes to obtain confidential information that could confer upon it an undue advantage in the award of the Contract.
  2. Bidders will be required to complete and submit certificates of non-collusion and non-canvassing.

**Publicity**

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

**Liability of the Authority and its Advisers**

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

**Provision of further information from Bidders prior to making a Bid**

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

**Procurement Process and costs**

* 1. The Authority reserves the right at any time:
     1. to require a Bidder and/or its Consortium Members to clarify their Bid(s) in writing and/or provide additional information (failure to respond adequately may result in a Bidder not being successful); and/or
     2. to amend the terms and conditions of the Procurement Process;
     3. not to consider Bids other than those specified;
     4. to issue amendments or modifications to the ITT;
     5. to alter the timetable to contract award;
     6. to cancel or withdraw from the Procurement Process at any stage; and
     7. not to award a contract.
  2. All Bidders are solely responsible for their costs and expenses incurred in connection with the preparation and submission of Bids and participation in this and all future stages of this Procurement Process. Under no circumstances will the Authority be liable for any costs or expenses incurred by Bidders or any of a Bidder's supply chain, partners or advisers in this Procurement Process. This is the case even where the Authority abandons the Procurement Process for any reason.
  3. Whilst reserving the right to request information at any time throughout the Procurement Process, the Authority may enable the Bidder to self-certify that there are no mandatory/ discretionary grounds for excluding their organisation. When requesting evidence that the Bidder can meet the specified requirements (such as the questions in section 6 of the SQ relating to Technical and Professional Ability) the Authority may choose to obtain such evidence after the final Bid evaluation decision (i.e. from the successful Bidder only).
  4. The Authority reserves the right to provide information about the successful Bid(s) to unsuccessful Bidders as part of debriefing obligations arising in the conduct of the competition in accordance with Regulation 55 of the Public Contracts Regulations 2015 and during the standstill period in accordance with Regulation 86 and 87 of the Public Contracts Regulations 2015 (including but not limited to the financial or price score of the successful Bid).
  5. The Authority reserves the right to publish information on the Procurement Portal and/or Contracts Finder in accordance with Regulation 108 of the Public Contracts Regulations 2015 (when applicable) and any relevant guidance concerning any contract awarded (including but not limited to the value of any contract awarded).

**Abnormally low Bids**

* 1. Where the Authority receives a Bid which is abnormally low, it will require the Bidder to explain in writing the price or cost proposed in the Bid. The Authority will assess the information provided by the Bidder and may reject the Bid where the evidence supplied does not satisfactorily account for the low level of price or costs proposed.

**Rejection of Bids**

* 1. The Authority may reject or disqualify a Bidder and/or any of its Consortium Members at any time during the Procurement Process where a Bid is submitted late.
  2. The Authority reserves the right to reject or disqualify a Bidder and/or any of its Consortium Members at any time during the Procurement Process where:
     1. a Bid is completed incorrectly, is materially incomplete or fails to meet the Authority’s submission requirements which have been notified to the relevant Bidder;
     2. a Bidder provides inaccurate information regarding a sub-contractor who is to play a significant role in delivering key requirements;
     3. the Bidder and/or any of its Consortium Members are unable to satisfy the terms of Article 57 of Directive 2014/24/EU and/or Regulation 57 of the Public Contracts Regulations 2015 at any stage during the Bid process;
     4. the Bidder and/or its Consortium Members are guilty of material misrepresentation in relation to the Procurement Process (including but not limited to the SQ selection process of the competition);
     5. the Bidder and/or its Consortium Members contravene any of the terms and conditions of this ITT;
     6. there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder and/or its Consortium Members; or
     7. Bids or offers by Bidders are made subject to additional or alternative conditions.
  3. All information conveyed within a Bid will be relied upon as being true and accurate and will form part of the Contract. If any of the information given within a Bid is subsequently identified as being inaccurate, the Authority may exclude that Bidder from further consideration pre contract award. In the event of such an eventuality post contract award, the Authority reserves the right to terminate the Contract.
  4. The disqualification of a Bidder will not prejudice any other civil remedy available to the Authority and will not prejudice any criminal liability that such conduct by a Bidder may attract.
  5. The Authority reserves the right to require Bidders at any moment during the Procurement Process to submit all or any of the supporting documents (or to supplement or clarify certificates received) where it is necessary to ensure the proper conduct of the Procurement Process for the purposes of:
     1. establishing the absence of grounds for exclusions under 57 of Directive 2014/24/EU 2004/18/EC (and/or Regulation 57 of the Public Contracts Regulations 2015); and/or
     2. establishing whether the Bidder meets (or continues to meet) the relevant SQ selection criteria relating to suitability to pursue a professional activity (where appropriate); economic and financial standing; and/or technical and professional ability; and/or
     3. establishing whether the Bidder fulfils (or continues to fulfil) the rules and criteria for participating in the competition.
  6. Furthermore, before awarding the contract, the Authority reserves the right to require the successful Bidder to submit up-to-date supporting documents (or to supplement or clarify certificates received) for the purposes of:
     1. establishing the absence of grounds for exclusions under 57 of Directive 2014/24/EU 2004/18/EC (and/or Regulation 57 of the Public Contracts Regulations 2015); and/or
     2. establishing the continued fulfilment of the selection criteria and requirements (including where relevant the continued possession or attainment of quality assurance standards and environmental management standards (or evidence of their equivalents)).

**Changes to Consortia**

* 1. The Consortium Members of any Bidder and the principal relationships between Consortium Members may not be changed in relation to this Procurement Process unless the Authority's prior consent has been given, and subject to:
     1. any replacement Consortium Member being satisfactorily selected by the Authority; and
     2. any other condition which the Authority may specify having been met.
  2. The Authority reserves the right, at its absolute discretion, to refuse to allow any change in the Consortium Members of any Bidder and/or the principal relationships between Consortium Members.
  3. The Authority reserves the right, at its absolute discretion, not to consider any Bid where there is a change in the Consortium Members of any Bidder and/or the principal relationships between Consortium Members.

**Sub-contracting arrangements**

* 1. Where the Bidder proposes to use one or more sub-contractors to deliver some or all of the contract requirements, section 1.2(b)(ii) of the SQ (Appendix 6: SQ) must be fully completed providing details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.
  2. The Authority recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Bidders should be aware that where information provided to the Authority indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Bidder to proceed with the Procurement Process or to provide the supplies and/or services required. Bidders should therefore notify the Authority immediately of any change in the proposed sub-contractor arrangements. The Authority reserves the right to deselect the Bidder prior to any award of contract, based on an assessment of the updated information.

**Acceptance of Bids**

* 1. Bidders are reminded that no contract is entered into until the relevant contractual documents have been duly signed on behalf of the Authority, the successful Bidder and all other relevant parties and declared unconditional. No dialogue or communication with the Authority, shall imply acceptance of any offer or constitute an indication that the Bidder will be awarded the contract.
  2. The Contract shall be in the form set out in **Appendix 2** and subject to the Authority’s Standard Conditions of Contract. Wherever special conditions of contract are contained in the ITT, the contract shall be subject to those special conditions in addition to the Standard Conditions of Contract, and where those special conditions are inconsistent with the Authority’s Standard Conditions of Contract, the special conditions shall prevail.
  3. Prior to the Contract being entered into, Bidders will be required to hold firm the prices submitted in their Bid 60 days and no increase will be accepted prior to the Contract being entered into.
  4. The prices quoted in the Supplier’s Bid shall remain fixed throughout the term of the Contract except as may be varied in accordance with the terms of the Contract.
  5. Contract terms **will not** be subject to negotiation.

**Freedom of Information Act 2000 and Environmental Information Regulations 2004**

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

**Intellectual Property**

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

**Guidance on the London Living Wage**

* 1. Payment of the London Living Wage (LLW) to staff as a minimum is Council Policy for its directly employed staff and the extended workforce for the Authority’s contracted services.
  2. Where the contract cost is increased as a result of any annual LLW uplift, the Authority does not expect profit or administration overheads to be included within any supplement it may pay. Any extra costs associated with payment of the LLW may however include additional employers’ National Insurance and Pensions contribution.
  3. The Authority accepts that LLW costs may also include maintenance of wage differentials for supervisors or staff that may already earn wage rates above the LLW. However, we do not expect to see all wages uplifted by the maximum amount of LLW uplift that may be applied to any individual employee. Your approach to calculating wage differentials based on the LLW should be made clear in your submission and should be as cost effective as possible.
  4. All current costs should be calculated using the rate of LLW as published by the Living Wage Foundation <https://www.livingwage.org.uk/what-real-living-wage>.

**Guidance on Tackling Modern Day Slavery**

* 1. The Authority is committed to taking a stand against Modern Slavery and Human Trafficking in its entirety. Please see our Modern Slavery strategy and statement for further information: <https://hackney.gov.uk/modern-day-slavery>.
  2. We actively seek to understand the various interractions within our supply chain to specifically identify risks relating to modern slavery, with a view to putting in place mitigating actions, working closely with our partners and contractors.
  3. We require our contractors to comply with the Modern Slavery Act 2015 wherever it applies. Assurances will be requested as part of the suitability assessment where relevant.
  4. The Council would emphasise that contracted staff are free to join a trade union and must not be treated unfairly for belonging to one.
  5. We require our contractors to adopt a whistleblowing policy which enables staff to blow the whistle on any suspected examples of modern slavery. Assurances may be sought as part of the procurement or contract management process.

1. **TIMETABLE AND PROCESS**

**Procurement Timetable**

* 1. The timetable below sets out the key dates in the Procurement Process.

| **Date** | **Stage** |
| --- | --- |
| 20/07/21 | Procurement Documents made available over the internet. Via ProContract procurement portal. |
| 18/08/21 | Deadline for Expression of Interest |
| 19/08/21 | Deadline for return of Bids (to include the SQ and ITT responses) |
| 20/08/2021 to 24/08/2021 | Evaluation of Bids and recommendation for the successful Bid. |
| 25/08/2021 | Completion of the Authority approval and award decision processes. |
| 26/08/2021 | Notification by the Authority of the award decision, debriefing unsuccessful Bidders and commencement of the standstill period. |
| 05/09/2021 | Expiry of standstill period. |
| 06/09/2021 | Appointment of the successful Bidder, award of the contract and notification of contract conclusion to participants. |

* 1. The Authority reserves the right to amend this timetable as the Procurement Process progresses.

**General Information**

* 1. Bidders are directed to the information in relation to conflicts, contained in paragraph 2.10 of **Section 2 (Important Notices)**, and the obligations of the Authority under the Freedom of Information Act 2000 and Environmental Information Regulations 2004.

**Pre Bid Clarifications**

* 1. Any queries arising from the Procurement Documents should be raised as soon as possible and in any event by no later than Noon on the date stated in the timetable at paragraph 3.1
  2. Upon commencement of the Procurement Process Bidders must not approach any member or officer of the Authority with any queries, other than by using the messaging function on the Procurement Portal. Submit messages at the specific event level rather than the project level. Queries will be answered within business hours.
  3. In compliance with European & UK guidelines on equal and fair treatment of Bidders, any information that the Authority dispenses in response to requests for clarification will be distributed to all of the Bidders as opposed to solely the Bidder that requested the information.
  4. Clarifications issued will be distributed to all Bidders via the Procurement Portal. When Bidders first access the ITT they should satisfy themselves that they have seen any clarifications posted. It is in the Bidder's interest to visit the messages area regularly as clarifications may fundamentally affect their planned response.
  5. On submitting a Bid in response to the ITT, it is the Bidder's responsibility to ensure that it fully understands the requirements and obligations of the ITT. The Authority cannot guarantee to respond to all clarification questions and cannot warrant the accuracy of clarification responses posted.

**Bid Submissions**

* 1. Bids must be submitted following the instructions set out in **Section 5 (Submission Instructions)**.

**Post Bid Clarifications**

* 1. Upon receipt of a Bid the Authority may wish to pose post-Bid clarification questions to Bidders. This process will be administered in writing via the messaging area within the Procurement Portal.

**Selection Criteria**

* 1. Bidders are required to complete and submit the selection questionnaire (SQ) alongside their ITT responses (i.e. by the deadline for Bid submissions). Bidders' SQ submissions will be evaluated prior to evaluation of the ITT responses as explained in paragraph 1.12 above.
  2. Details of the approach to be taken to the evaluation of SQ submissions are contained in **Appendix 5: SQ Explanatory Document**. Bidders should read Appendix 5: SQ Explanatory Document before completing the SQ.

**The Award Criteria and evaluation questions**

* 1. Bidders' answers to each of the ITT questions must be self-contained without referring to additional documents, answers to other ITT questions or other supporting statements (unless specifically requested). Bidders should respond to each point in the question when providing its answer. The Authority reserves the right to mark the answer solely on the response to each question and have different evaluation panel teams evaluate different parts of each Bid. Evaluators will only read the response to each individual question they are evaluating; evaluators will not follow any cross-referencing to other parts of the Bid.
  2. Answers should contain information to evidence and demonstrate what and how you intend to deliver the Services subject of this ITT.

Bidders' answers to the questions are limited to the number of words specified against the question in **Appendix 8: Quality Questions** (whereapplicable). Where a word limit is specified, **each word** within the answer will be counted towards the word count limit. For example:

* *Forename Surname* = two words;
* *“102”* = one word;
* All wording within or linked to diagrams, pictures, charts or tables (including their labels) will count towards the word limit;
* All text within diagrams, pictures, charts or tables and any diagrams, charts or tables “embedded” within text as a picture or an image will count towards the word limit, unless otherwise stated
  1. Answers that exceed this word count will be cropped at the word count for the question (excess words over the word count will not be assessed or evaluated). The only exception to this is where words have been specifically stated not to be included within the word count; for example, if the Authority requests a document in support of a response and specifically advises that this document is excluded from the word count limit.
  2. Minimum Quality: Bidders should be aware that, regardless of their price, to be considered for award of this contract they must achieve a qualitative evaluation score of no less than 25%.

**The Price Schedule**

* 1. The Bidder's whole life cost will be calculated and weighted in accordance with the instructions detailed in **Section 6 (Evaluation)** and Appendix 9: Financial Submissions. The whole life cost element of the Bid will be scored and will contribute to the overall score for the Bid. The Authority seeks a fully costed and transparent contract price. These requirements will be clearly detailed within Appendix 9: Financial Submissions.

**Completion of ITT**

* 1. Evaluation of a Bid does not imply acceptance by the Authority of the Bidder’s financial stability, technical competence or ability in any way to carry out the services. The Authority has the right to return to these matters as part of the formal Bid evaluation process.
  2. The information Bidders provide will be relied upon for evaluation purposes and will be taken to be true and accurate. If subsequently the Authority decides that a Bid contains inaccurate information, the Authority may exclude that Bid (if still under evaluation) and/or terminate a Contract entered into as a result of that Bid.

**Confidentiality and Freedom of Information**

* 1. Bidders must highlight pink any confidential or sensitive information contained in their Bid and mark with the words “in confidence – not to be circulated to other Bidders" followed by brief reason(s) for the confidentiality of the information. Bidders should note that the Authority is likely to disclose the overall Bid price as part of the debriefing process.
  2. Bidders must not mark the entirety of their Bid as confidential. Instead Bidders must highlight pink those aspects of their Bid which are genuinely confidential and explain the reasons for the sensitivity. Bidders should note that if they fail to comply with this, the Authority may treat the entirety of a Bid as non-confidential.
  3. The Authority will have sole discretion as to whether or not to disclose information marked confidential, and in particular as to whether disclosure is required to comply with the Authority's duties under the applicable Public Contracts Regulations, Freedom of Information Act (2000), the Environmental Information Regulations (2004) and any associated transparency principles.
  4. Please see further details regarding confidentiality in **Section 2 (Important Notices).**

**Return of Certificates / Contractual Undertaking**

* 1. The Authority requires Bidders to give certain undertakings. These undertakings include signing the following documents, which must be completed and submitted in accordance with **Appendix 3: Certificates** as part of a Bid. Copies of the certificates are provided in **Appendix 3: Certificates**.

• Certificate of Non-Collusion

• Certificate of Non-Canvassing

* 1. In addition, Bidders are required to complete and sign the Contractual Undertaking contained at **Appendix 4: Contractual Undertaking** in order to submit a Bid. Failure to complete this may result in a Bid being deemed non-compliant and not being evaluated.
  2. There are deemed to be no TUPE implications in relation to the Procurement.

**Due diligence**

* 1. Prior to reaching a contract award decision, the Authority will undertake due diligence on the highest scoring Bidder. This due diligence will be conducted on the certificates and documentation supporting the highest scoring Bidder's self-certified responses to the SQ. The Authority will request the supporting documentation from the highest scoring Bidder who must provide this without delay. The Authority's contract award decision will be subject to the satisfactory completion of this due diligence.

**Contract Award**

* 1. Contract award is subject to the formal approval process of the Authority. Until all necessary approvals are obtained and the standstill period completed, no contract(s) will be entered into.
  2. Once the Authority has reached a decision in respect of contract award, it will notify all Bidders of that decision and provide for a standstill period in accordance with the Public Contracts Regulations 2015 before entering into any contract.

1. **SPECIFICATION**

**About the Specification**

* 1. The Services are described in the Specification in **Appendix 1: Specification** to this ITT.
  2. Through their responses Bidders shall demonstrate how they intend to deliver the Services subject of this Specification.

**Alternative Bids**

* 1. Alternative bids will not be accepted.

**Environmental Issues**

* 1. The Supplier will be expected to deliver this Contract in as environmentally friendly manner as possible and to work with the Authority to improve sustainability through the life of this Contract, on issues such as packaging, miles travelled and use of raw materials.

**Cost Strategy**

* 1. The Authority seeks a fully costed and transparent contract price. These requirements will be clearly detailed within **Appendix 9: Financial Submissions**.

1. **SUBMISSION INSTRUCTIONS**

**General**

* 1. The Authority may reject Bids delivered after the date and time specified as the deadline. Please see **Section 2 (Important Notices)**.
  2. The Authority reserves the right, at its discretion, to request clarifications in writing or further relevant information from any Bidder after the submission of Bids.
  3. All responses must be submitted electronically through the Procurement Portal. Bids which are, e-mailed, posted, hand-delivered or faxed to the Authority **will not** be considered.
  4. It is your responsibility to ensure that your Bid is submitted prior to the closing date/time.
  5. You should ensure that you leave enough time to upload and submit your Bid.

**Bid documentation**

* 1. **Section 7 (Bid Checklist)** contains a Bid Checklist for use by Bidders in checking that they have completed and returned the necessary documentation as part of their Bid in response to this ITT.

**Return of Bid documentation**

* 1. The Authority is using a secure (hosted) electronic bidding system (i.e. the Procurement Portal). The ProContract portal is accessed via <https://www.londontenders.org/> as described in 1.6 above.
  2. User guides are available from the Help menu throughout the Procurement Portal. Bidders are advised to make themselves familiar with the content of the user guides prior to uploading Bids by using the topics within the ‘Help’ menu located on the header bar of all pages. Refer to the Help Library, how to guides and video tutorials.
  3. New users to the Procurement Portal must register first to obtain a user name and password before returning to this opportunity and corresponding documents. Registration is free and is confirmed by the Procurement Portal provider within business hours. Opportunities to register are available on the Portal homepage and listed on the advertisements. Bidders should refer to the help link on the portal homepage that provides guidance on how to register and use the system.
  4. Bidders interested in this opportunity should express their interest by clicking on the ‘Register interest in this opportunity’ within the Business Opportunity Advert.
  5. Once Bidders have expressed their interest they can access the Procurement Documentation/Bid documentation from ‘My Activities’ on the home page or on the header bar.
  6. Please indicate via the Procurement Portal whether or not you intend to submit a Bid in response to this invitation by selecting “Register intent to respond” or “No longer wish to respond” under the Response Controls.
  7. In order to complete your electronic Bid it must be downloaded to your system, completed and uploaded to the correct area of the Procurement Portal in accordance with the return instructions and the stated deadline for submission of responses. Bidders should be aware that the Authority is unable to open any Bid submissions until after the specified closing date and time for the receipt of Bids. Until this time, Bids are stored in an e-vault and cannot be accessed in any manner by any Authority staff.
  8. The full Bid must be completed and returned in the published format (e.g. Microsoft Word). Failure to comply with this instruction may result in your Bid submission being discounted. Your Bid must be submitted through the Procurement Portal (this may be submitted at any time prior to the closing time and date). Submission of electronic Bids should not be left to the last moment as it may take some time to upload your completed Bid. The server timestamps (GMT) Bids when they are submitted. Bids submitted after the stated closing date and time may not be considered. Bids may be rejected if they are not properly completed.
  9. Where Appendices to this ITT and/or forms submitted by Bidders during the Procurement Process require signing either by the Bidders or a third party (e.g. a bank authority or insurance certificate), electronically completed versions are acceptable for bidding purposes. Therefore, the Authority will accept scanned copies of original signed forms and the Authority will also accept either scanned copies of original signed Appendices or copies of the Appendices with typed signatures. Fully signed hard copies of any forms will be required from Bidder(s) prior to the award of the Contract.
  10. All responses should be in English, text submitted in A4, with a font size of no less than 10 and any financial references should be in Pounds Sterling.
  11. Where additional information has been requested (e.g. a company structure chart), this information should be clearly named so as to identify the file's contents and should be uploaded with your Bid response.

**Attachments**

* 1. Where specifically requested, attachments must be submitted as separate documents, preferably as PDF files. They should be clearly named so that it is obvious what each attached file contains and which question it relates to.
  2. For example, if you are requested in Question 1 of the ITT to explain your company structure by attaching a structure chart, and you attach two files to achieve this, one of the management structure and one of the staff structure, these should be called “Q1 Management Structure” and ”Q1 Staff Structure” respectively.
  3. Attachments that have not been requested as part of the Bid submission will be ignored and will not be taken into consideration as part of the evaluation process.

1. **EVALUATION**

**General**

* 1. This Section 6 sets out the evaluation criteria against which the ITT responses will be assessed.
  2. Bidders are required to respond to each of the questions set out in **Appendix 8: Quality Questions** and complete in full the requirements in **Appendix 9: Financial Submissions.**

**Evaluation Criteria and Weightings**

* 1. The contract award decision will be made on the basis of the most economically advantageous Bid, based on the application of the detailed evaluation criteria (and sub-criteria) shown in **Appendix 7: Award Criteria**.

**Evaluation Methodology**

* 1. Prior to carrying out the detailed scoring of Bids, the Authority will conduct compliance checks. Bids which are substantially incomplete or which are non-compliant with the requirements set out in this ITT may be rejected.
  2. Following compliance checks and the SQ evaluation, each Bid will be evaluated and scored against the evaluation criteria and weightings and Bidders ranked in line with their scores.
  3. The evaluators will allocate scores in accordance with the scoring scale at paragraph 6.11, and the award criteria published in this document (**Appendix 7: Award Criteria**).
  4. Bid prices will be evaluated by a different panel who will evaluate price. The panel evaluating quality will not be aware of the prices bid until the quality evaluation is completed.
  5. The Authority reserves the right to update and refine the evaluation approach (set out in this Section 6, the quality questions (**Appendix 8: Quality Questions**) and sub-criteria as well as the financial submission prior to the Bid submission deadline.
  6. Once the quality and price scores have been allocated and moderated the weightings are applied and the resulting quality and price scores are combined for each Bidder to produce a final overall score for that Bidder. The successful Bidder will be the one that submits the highest scoring overall Bid

**Quality Evaluation (including Sustainability)**

Scoring Scale

* 1. In relation to the Quality criteria and sub-criteria (as indicated in **Appendix 7: Award Criteria**), each question will be scored in application of the following scoring scale:

| **SCORING SCALE** | |
| --- | --- |
| **Score** | **Commentary** |
| 0 | Very weak or no answer |
| 1 | Poor - well below expectations |
| 2 | Satisfactory but slightly below expectations |
| 3 | Good –meets expectations |
| 4 | Very good – slightly exceeds expectations |
| 5 | Exceptional - Well above expectations |

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

* 1. As part of the quality evaluation, sustainability and/or social value is assessed in line with Hackney’s Sustainable Procurement Strategy. The scoring of this section will consider relevant environmental, economic and social benefits to be delivered through the resulting contract.

Evaluation Panel

* 1. Each member of the evaluation panel will assess each Bid separately. Questions may be divided between evaluation panel members so that an evaluator may not read the entirety of a Bid.
  2. The evaluation panel members will, on an individual basis for each Bidder’s response to a question, decide which commentary most accurately describes the response. The evaluation panel members will record the corresponding score and the strengths and weaknesses of the response.
  3. Only the score corresponding to the commentary detailed in the scoring matrix may be awarded to a response (i.e.: 0-5). No other scores may be used and decimal scores are not permitted (e.g. 3.6).

Moderation

* 1. A moderation process will then be undertaken with the evaluation panel to discuss and agree an overall single consensus score for each response where individual evaluator scores differed in relation to a Bidder’s response to a question.
  2. Each question will be awarded a consensus score in accordance with the scoring scale at 6.11 (i.e. 0-5). This consensus score will be divided by the highest score available for that question (i.e. 5) to give a percentage score. The percentage score will then be multiplied by the question weighting to provide a weighted score for each question.
  3. All weighted scores from each award criterion will then be added together to give a final quality score total for each Bidder’s Bid. At each stage of the process all mathematical results will be rounded to two decimal places.
  4. For illustration purposes, a worked example to demonstrate the scoring process is provided below **Please note that the weightings and marks available in the example relate only to the example and not to this Procurement Process.**

**Example:**

Figure 1, below, shows the overall Quality, Sustainability and Whole Life Cost weightings for this example procurement process:

**Figure 1: Example Evaluation Criteria and Weightings**

| **Criteria** | **Criteria weighting** |
| --- | --- |
| Quality | 50% |
| Whole Life Cost | 40% |
| Sustainability | 10% |
| **TOTAL** | **100%** |

Figure 2, below, shows the detailed criteria and weightings for this example procurement process:

**Figure 2 Example Detailed Criteria and Weightings**

| **Criteria** | **Criteria Weighting** | **Level 1 - Sub-Criteria** | **Sub-Criteria Weighting** | **Level 2 – Sub-Criteria** | **Level 2 – Sub-Criteria Weighting** |
| --- | --- | --- | --- | --- | --- |
| **Quality** | **50%** | **Technical Merit** | **30%** | **Question 1** | **20%** |
| **Question 2** | **5%** |
| **Question 3** | **5%** |
| **After Sales Service** | **20%** | **Question 4** | **15%** |
| **Question 5** | **5%** |
| **Sustainability** | **10%** | **Environmental Management** | **5%** | **Question 6** | **5%** |
| **Local Employment and Training Opportunities** | **5%** | **Question 7** | **5%** |
| **Whole Life Cost** | **40%** |  | **40%** |  | **40%** |
| **TOTAL** | **100%** |  | **100%** |  | **100%** |

In This example, the overall Quality criterion of 50% is made up of two sets of Level 1 sub-criteria:

1. Technical Merit (30% of the overall score); and
2. After Sales Service (20% of the overall score).

Each Level 1 sub-criterion is made up of Level 2 sub-criteria which are the individual questions (Question 1, Question 2 etc). Each Level 2 sub-criterion weighting is shown next to the Level 2 sub-criterion.

**Worked Example**

The quality scores awarded for ‘Bidder 1’ for this example procurement process are detailed in Figure 3 below:

**Figure 3 Example Bidder 1 Quality Scoring**

| **Level 2 – Sub-Criteria** | **Level 2 – Sub-Criteria Weighting** | **Consensus Score Awarded** | **Score Calculation** | **Score Awarded** |
| --- | --- | --- | --- | --- |
| Question 1 | 20% | 3 | (3/5) x 20 | 12.00 |
| Question 2 | 5% | 5 | (5/5) x 5 | 5.00 |
| Question 3 | 5% | 4 | (4/5) x 5 | 4.00 |
| Question 4 | 15% | 4 | (4/5) x 15 | 12.00 |
| Question 5 | 5% | 2 | (2/5) x 5 | 2.00 |
|  | | **Total Weighted Quality Score for Bidder 1** | | **35.00** |
| Question 6 | 5% | 3 | (3/5) x 5 | 3.00 |
| Question 7 | 5% | 4 | (4/5) x 5 | 4.00 |
|  | | **Total Weighted Sustainability Score for Bidder 1** | | **7.00** |

For each question, the consensus score awarded (which will range from 0-5) will be divided by 5 and then multiplied by the Level 2 sub-criteria weighting to arrive at the score awarded. Each of the scores awarded is then added together to calculate the Bidder’s total weighted Quality score.

For example, for Question 1, Bidder 1’s consensus score awarded was ‘3’. 3 is divided by 5 (3/5) and then multiplied by the Level 2 sub-criteria weighting for Question 1, which is 20, to arrive at the score awarded for Question 1. (3/5) x 20 = 12.

This process is repeated for Questions 2 to 5 and then the five scores awarded to Bidder 1 are added together to produce Bidder 1’s total quality score. In this example, Bidder 1 has achieved a total weighted Quality score of 35 out of a maximum possible score of 50. The Sustainability section is scored in the same manner.

**Whole Life Cost Evaluation**

* 1. The whole life cost evaluation will be conducted by a separate evaluation team from the Quality evaluation team.
  2. Whole life cost will be evaluated by applying the methodology set out below to the response provided by Bidders in their Financial Submissions in the format set out in **Appendix 9: Financial Submissions**.
  3. The lowest Bid whole life cost will score the full weighting. The other offers will then receive scores expressed as an inverse proportion of the lowest whole life cost. All results will be rounded to two decimal places. The formula used will be:

(Lowest cost/Bidder’s whole life cost) x weighting = Bidder’s whole life cost score

**Example:** Lowest Bid = £1000. Bidder 1’s whole life cost = £1300. Bidder 1’s price would attract a score of 30.77 calculated as follows:

1000/1300 = 0.7692 x 40 = 30.77

* 1. If a Bidder submits a free of charge Bid, for evaluation purposes, that offer will be allocated a price of 1p. The Bid with a price of 1p will attract 100% of the marks available for the price score and the other offers will then receive scores expressed as an inverse proportion of the 1p Bid.

**Final Evaluation Score**

* 1. The final overall quality + whole life cost score for each Bidder is obtained by adding the final weighted quality score for that Bidder to the final weighted whole life cost score for that Bidder to give an overall combined quality + whole life cost score out of 100.

**Example:** For Bidder 1 the final weighted quality score is 42 (35+7) and the final weighted whole life cost score is 30.77. This gives an overall quality + whole life cost score of 72.77.

* 1. Each Bidder’s overall quality + whole life cost score will be compared with the other Bidders’ overall quality + whole life cost scores to identify the successful Bid(s).

1. **BID CHECKLIST**
   1. Bidders should ensure that they have fully read this ITT and each of the Appendices to the ITT (including the Specification and the Contract) before commencing the completion of their Bids.
   2. The checklist below should be used by Bidders to check that they have considered all necessary Procurement Documents and that they have completed and returned all Appendices which will form part of their Bids.

|  | **Document title** | **Document location**  **(if not contained in this ITT)** | **Action** | **Complete** |
| --- | --- | --- | --- | --- |
|  | ITT |  | Read |  |
|  | ITT front sheet only |  | **Complete name and submit with Bid** |  |
|  | Appendix 1: Specification |  | Read |  |
|  | Appendix 2: Contract |  | Read |  |
|  | Appendix 3: Certificates   * Certificate of Non-Collusion * Certificate of Non-Canvassing |  | **Read, sign and submit** |  |
|  | Appendix 4: Contractual Undertaking |  | **Read, sign and submit** |  |
|  | Appendix 5: SQ Explanatory Document |  | Read |  |
|  | Appendix 6: SQ | Procurement Portal | **Complete and submit online** |  |
|  | Appendix 7: Award Criteria |  | Read |  |
|  | Appendix 8: Quality Questions |  | **Complete and submit online** |  |
|  | Appendix 9: Financial Submissions |  | **Read, complete, sign and submit** |  |
|  | Appendix 10: Additional Documents | See Appendix 10: Additional Documents for details of the document location | **Download and read all Additional Documents and sign and return the acceptance form** |  |

**Appendix 1: Specification of Requirements**

**1. Overview**

**1.1 Hackney**

The London Borough of Hackney is an East London borough bordering the City of London to the south, Islington to the west and the Olympic Park and Stratford City to the east. Hackney is one of the UK’s highest performing local authorities, serving one of London’s best places to live and work. We have achieved a huge amount: our services, our schools, our public spaces are all amongst the very best. We have changed the reputation, not just of the Council, but of Hackney itself. Bringing jobs and investment into the borough, securing the legacy from the 2012 Games, and making this a place of which we can all be proud.

**1.2 Housing Regeneration in Hackney**

The Regeneration Division is delivering an ambitious programme to build thousands of genuinely affordable homes and shape the future of the borough’s town centres in partnership with local residents and businesses. An estimated 1,700 homes need to be built each year between now and 2031. The 2018-2022 Manifesto Commitments promised the delivery of 3,000 new homes across the borough including 800 social rented homes and 700 council shared ownership homes. The strategic vision for the Programme is ‘Council led housing regeneration which promotes mixed tenure sustainable communities with quality new homes in well designed neighbourhoods’.

There are three delivery programmes: Woodberry Down Programme (WDP), Estate Regeneration Programme (ERP), and the Housing Supply Programme (HSP). Fundamental to the successful delivery of these programmes is to ensure that impacted residents are supported through the process and able to participate in, and contribute to, the regeneration proposals.

**1.3 Woodberry Down Programme**

The Woodberry Down Programme was approved in 2004, and is being delivered by a partnership of the Council, Berkeley Homes, Notting Hill Genesis, Woodberry Down Community Organisation (WDCO) and Manor House Development Trust. It will deliver over 5,500 new homes over a 20 year period, with 41% for social renting and shared ownership. A range of new facilities will include:

* Three new public parks;
* A community centre and library;
* A new Academy and extended primary school;
* A new children's centre; and
* Retail and commercial opportunities.

**1.4 Estate Regeneration Programme**

The Estate Regeneration Programme was first approved in 2011 and is a Council-led programme that will deliver nearly 3000 homes across 18 sites/estates, including 195 refurbished properties. The Council’s Estate Regeneration Programme is leading the way in the delivery of new Council homes, and finding innovative solutions to tackle the problems associated with some of its poorest quality housing stock. Central to the Council’s approach has been a commitment to resident and member-led regeneration and the building of new high quality Council housing at target rents, affordable to Hackney residents.

**1.5 Housing Supply Programme**

The Housing Supply Programme was approved in 2016 and is a Council-led programme set to deliver over 700 homes across 14 sites. The HSP comprises mainly small to medium size new builds, infill sites within existing housing estates, typically underused car parks, garages, depots and a community hall. No green spaces will be built on, there will be no loss of play space, and where necessary, existing parking spaces in use will be re-provided. The ambition is for 70% of the new homes to be genuinely affordable Council homes for social rent or shared ownership.

**1.6 Engagement and support for residents**

The Council is committed to involving residents in the decision making process to ensure that they have an opportunity to contribute to decisions pertaining to the future of their homes and neighbourhood. In accordance with DCLG policy, the Council is keen to ensure that all Hackney tenants and leaseholders have access to quality independent and impartial advice throughout the regeneration process.

**1.7 The Role of the Independent Tenant and Leaseholder Adviser (ITLA)**

The role of an Independent Tenant and Leaseholder Adviser (ITLA) is to provide independent and impartial evaluation and advice to residents. The ITLA must be independent from, and not seen as, representing the views of the Council, or any prospective new landlord or development partner.

**1.8 Project Sites**

There are a number of high profile regeneration schemes that are currently underway in the Borough with values of up to £1billion and with life-spans of up to 20 years. The regeneration schemes are at various stages of the development process. All the schemes have the same key objectives – to increase the supply of quality, affordable housing, transform the public realm and generate wider socio-economic opportunities for residents and the wider community.

Many of the regeneration schemes currently underway in the Borough may require ITLA services during the duration of this Framework Agreement. These include: Woodberry Down, Colville Phase 2c, Kings Crescent Phases 3&4, Marian Court, Nightingale, De Beauvoir Phases 1&2 and Lincoln Court.

The scale of resources and services vary between estates depending on the stage of the regeneration and how many tenants and leaseholders are impacted.

**2. Role and Scope**

* 1. **Role and Responsibilities**

The ITLA will be expected to undertake a number of recurring duties in order to meet the needs of both tenants and leaseholders who are actively engaged in Hackney regeneration programmes. The ITLAs will be expected to undertake roles specific to each regeneration scheme. The nature of the project specific roles will be made clear during the mini-competition stage.

The purpose of the ITLA is to enable residents of an estate to interact fully and play an informed role in the regeneration of their homes and the surrounding estate.

This is an advisory role, focused on regeneration activities. General housing management including repair issues and advocacy is outside the scope of this contract.

* 1. **Independence and impartiality**

The key requirement of all ITLAs is to be independent from and not seen as representing the views of the Council, any prospective new landlord or developer partner or any other stakeholder.

It is important the ITLA appreciates the difference between providing impartial advice to affected residents and seeking to influence the view and stance of these residents.

* 1. **Scope of services**

The following is an inclusive list of duties that ITLAs are required to perform when working across any one of the delivery programmes. The ITLA shall perform the following duties to a high standard:

1. Provide independent and impartial advice to tenants during a tenant decant process.
2. Provide independent and impartial advice to leaseholders and freeholders for the duration of each individual re-purchase.
3. Provide independent and impartial advice to retailers for the duration of the negotiation process to achieve vacant possession.
4. Provide independent and impartial advice regarding Compulsory Purchase Orders (CPO), offering guidance and support to residents to ensure they understand the process, programme and impact. This will include:
   * Attending drop in sessions set up by the Council;
   * Meeting and liaising with residents who have specific questions regarding the CPO process; and
   * Distributing information such as Advice Leaflets agreed as factually correct with the Council.
5. Assist in developing evidence to support Post Occupancy Evaluations by maximising resident satisfaction survey responses, along with collating and analysing the findings.
6. Apply the use of innovative methods to engage a varied demographic of residents, with particular focus on methods to engage young people in estate related activities and consultation where required.
7. Ensure all residents have access to effective support and independent advice throughout the regeneration process, irrespective of disability, age, language barrier or tenure. In particular, residents who do not have access to the internet should be kept up to date with all regeneration activity and consultation. This may include visiting residents where possible.
8. Assist in publicising specific regeneration and consultation meetings set up by the Council to enable all residents to contribute to the decision-making process.
9. Actively encourage broader representation from residents at all steering group and Tenants and Resident Association meetings.
10. Identifying, supporting and referring vulnerable residents to support services.
11. Explain all documentation issued by the Council to ensure that all material can be understood by residents to enable them to play an informed role in the decision-making process.
12. Provide interpretation services at meetings and arrange for the translation of written material, as appropriate.
13. Set up and promote a free phone help service, including publicising the phone number on all correspondence and on literature to the estate residents and develop any other communications channels as necessary including social media.
14. Provide an appropriate level of support at ‘drop-in’ sessions as required by the Council.
15. Maintain dialogue between the Council and its residents to discuss any issues that they have identified. Ensure residents' views are reported back to the Project Team in a timely manner.
16. Keep clear and thorough records of engagement to ensure there is an audit trail of all communication with residents, including written minutes from meetings and summaries from drop-in sessions. Agree minute and summary templates with the Council to ensure records are consistent and in line with best practice.
17. Provide an appropriate level of administrative support, including writing agendas, minute-taking at steering group and other resident meetings, as required.
18. Ensure all paperwork for regeneration meetings is circulated in a timely manner (agendas to be sent out at least 1 week before meetings and minutes no later than 1 week after meetings).
19. Support resident involvement in the evaluation of regeneration tenders including attending evaluation sessions and site visits.
20. Undertake resident surveys, as specifically agreed in writing by the Council.
21. Design and deliver training and capacity building for residents and new board members to support and equip them to participate in ongoing resident engagement.
22. Set up and manage or help to enable bespoke community initiatives/activities, as specifically agreed in writing by the Council.
23. Agree KPIs with the Council and provide quarterly reports to the Authorised Officer briefly describing work done, hours worked and by whom. (Please refer to Annex 2)
24. Assist returning tenants and leaseholders through the handover process.
25. Required attendance at biannual Framework Review meetings.

This is the full range of ITLA services required. Each project manager will select options from this scope and will provide the relevant project specific scope of services within each mini-competition.

The performance of ITLAs in delivering the scope of services will be monitored via quarterly reports. The ITLA will be expected to present the quarterly report back to the relevant Steering Group and this will be signed off by both the Project Manager from the Council and the Chair of the Regeneration Steering Group at a quarterly review meeting.

The quarterly review meeting will be undertaken to review the report and rate the performance over the quarter against the Key Performance Indicators, which are aligned to the scope of services. Please refer to Annex 1.

**2.4 Travel**

The Council will not reimburse the ITLA for travel expenses or travel time incurred by travelling to and from work or for any journeys undertaken during contracted hours.

**2.5 Stationery / Printing costs**

The Council will discuss with the ITLA how best to keep printing and stationery costs to a minimum in order to agree a suitable arrangement.

**Annex 1: Key Performance Indicators**

Client Satisfaction will be monitored quarterly, in line with the Council’s internal reporting mechanisms.

Measures: timely, accurate, complete, comprehensive, appropriate, inclusive

Scores: 0 = unsatisfactory, 1 = poor, 2 = fair, 3 = satisfactory, 4 = good, 5 = excellent

1. The service delivery standards in the scope of services are being consistently met (100% compliance)
2. Service delivery times, where stated, are being consistently met (90% compliance)
3. Production and submission of monthly monitoring forms, before last day of the month
4. Production and submission of quarterly update reports, before the steering group meeting falling within that period
5. Residents are satisfied with the service, which will be monitored through the quarterly report presented back to steering groups and through additional surveys if required. 80% of the resident respondents indicate satisfaction or higher with the service
6. Residents feel more empowered and engaged, which will be monitored through the quarterly report presented back to steering groups and through an annual survey. 80% of resident respondents indicate they have been engaged and or empowered
7. Costs are in line with agreed framework fees
8. Publication of meetings and drop-in sessions occurs at least 1 week before events 90% of the time
9. Distribution of minutes and supporting documentation occurs within 1 week after the meetings 90% of the time
10. Responding to queries and requests from the Council in a timely manner (within 2 days)
11. Responding to residents queries and requests in a timely manner (within 2 days)
12. All written work is to be of the highest quality with no spelling errors or obvious grammatical errors
13. Any risk that is identified is flagged to the Project Manager in a timely manner (within 2 days)
14. Impartiality is demonstrated at all times
15. A broad representation of residents are engaged in the process
16. Appropriate resourcing at all times, ensuring all of the project team are well informed
17. Accurately prepared invoices are submitted on a monthly basis at least 90% of the time.

**Annex 2: ITLA Quarterly Monitoring Report**

This will be completed on a quarterly basis and presented/circulated to the relevant steering group.

A project specific quarterly report template will be created. This will be included within the mini-competition information.

| **ITLA Quarterly Report Pro Forma** | | | | |
| --- | --- | --- | --- | --- |
| **Contact for further Information:** | | [Name of ITLA lead] | | |
| **Date:** | | [Date of report ] | | |
| **Presentation at Steering Group:** | | [Date scheduled for presentation of findings] | | |
|  | | | | |
| **Introduction**  (A general summary of work undertaken over the quarter | | | | |
|  | | | | |
| **Independent and impartial advice and support to tenants**   * Include number of tenants engaged * Outline methods of communication * Detail any new tenants that have been engaged * Capture outcomes (decants, referrals, etc.) * Evidence of broad representation of residents actively engaged | | | | |
|  | | | | |
| **Independent and impartial advice and support to leaseholders**   * Include number of leaseholders engaged * Outline methods of communication * Detail any new leaseholders that have been engaged * Capture outcomes (repurchases, advice on CPO process, etc.) * Evidence of broad representation of residents actively engaged | | | | |
|  | | | | |
| **Independent and impartial advice and support to tenants in privately-owned flats**   * Include number of tenants engaged * Outline methods of communication * Detail any new tenants that have been engaged * Capture outcomes (referrals to Housing Need team) * Evidence of broad representation of residents actively engaged | | | | |
|  | | | | |
| **Project specific section**  Project specific section: handover, surveys, etc. | | | | |
|  | | | | |
| **Highlights**  Summarise highlights over the quarter | | | | |
|  | | | | |
| Risks and lessons learnt   * Flag any risks, challenges and issues * Feedback on any lessons learnt that can help improve best practice going forward | | | | |
|  | | | | |
| **Signatures and Dates** | | | | |
| Hackney Council, Project Manager: |  | | Date: |  |
|  |  | |  |  |
| Chair of Regeneration Steering Group: |  | | Date: |  |
| ITLA: |  | | Date: |  |

**Appendix 2: Contract**

**See separate document for the ITLA Framework Agreement**

**Appendix 3: Certificates**

**BID FOR THE ITLA Framework**

**CERTIFICATE OF NON-COLLUSION**

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

To **Hackney Council** (“the Authority”)

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

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

a) communicate to a party other than the Authority the amount or approximate amount of my/our proposed Bid (other than in confidence in order to obtain quotations necessary for the preparation of the Bid);

b) enter into any agreement or arrangement with any other party that he shall refrain from bidding or as to the amount of any Bid to be submitted;

c) offer or agree to pay or give or pay or give any sum of money inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused any act or omission to be done in relation to any other Bid or the proposed Bid; or

d) enters into any type of agreement or arrangement with any other party aimed at distorting the outcome of the competition

In this Certificate:

• the word “person” includes any person, body or association, corporate or incorporate

• the phrase “any agreement or arrangement” includes any transaction, formal or informal whether legally binding or not.

• the word “Bid” includes all Bid submissions

1 SIGNED ......................................................................................

POSITION ......................................................................................

2 SIGNED ......................................................................................

POSITION ......................................................................................

On behalf of ..............................................................................................

Date ........................................................................................................

**BID FOR THE ITLA Framework**

**CERTIFICATE OF NON-CANVASSING**

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

To **Hackney Council** (“the Authority”)

I/We hereby certify that I/we have not in connection with the award of the contract for The Procurement or any other proposed contract for the ITLA Framework.

• canvassed any member, employee, agent of the Authority

• undertaken to unduly influence the decision-making process of the Authority

• undertaken to obtain confidential information that could confer upon me/us an undue advantage in the award of the contract

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

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

1 SIGNED ......................................................................................

POSITION ......................................................................................

2 SIGNED ......................................................................................

POSITION ......................................................................................

On behalf of ..............................................................................................

Date ........................................................................................................

**Appendix 4: Contractual Undertaking**

**BID FOR THE ITLA Framework**

**CONTRACTUAL UNDERTAKING**

**To Hackney Council ("the Authority")**

I / We the undersigned DO HEREBY UNDERTAKE on the acceptance by the Authority of my / our Bid either in whole or in part, to supply (or perform the services), on such terms and conditions and in accordance with such specifications (if any), as are contained or incorporated in the Authority's ITT. I / We agree and declare that the acceptance of this Bid by letter on behalf of the Authority, whether for the whole or part of the items included therein, will constitute a contract for the supply of such items, and, I / We, if requested by the Authority, will enter into a further agreement for the due performance of the contract.

I / We confirm that this Bid shall remain open for acceptance by the Authority and shall not be withdrawn for 60 days from the last date specified for the receipt of this Bid.

\*Signed: ...................................................………............ Date: ..........................................

Name: (in block capitals): .......................………….................................................................................................

In the capacity of: ................................................. on behalf of: ...............…………..........................

(State official position, i.e. Director, Manager, Secretary etc.).

Company Name and postal address:........................................................…………................................

....................................................................................................................………...............

Telephone No: ....................................…......……........

E-mail ……………………………………………………..

\*Company Registration Number and legal form:……………………………………….

\*(It must be clearly shown whether the Bidder is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Bidder, the capacity in which he/she signs or is employed).

**Appendix 5: SQ Explanatory Document**

**PART 1: INTRODUCTION AND OVERVIEW**

**Introduction**

* + - 1. This SQ Explanatory Document (Appendix 5: SQ Explanatory Document), is intended to accompany the online Selection Questionnaire (“SQ”) (See Appendix 6: SQ). This SQ Explanatory Document provides information about the selection stage process and evaluation.
      2. The SQ is an online questionnaire that Bidders must complete and submit to the Authority as part of their Bids. Bidders are advised to read this SQ Explanatory Document before completing and submitting their SQ response.

**Overview of the document and procurement process**

* + - 1. The SQ includes a questionnaire that asks for financial and technical information from you. The financial information which we are asking you to provide allows the Authority to be satisfied that Bidders have adequate financial and other resources and will be in a position to continue to deliver the services throughout the contract period. The technical information allows the Authority to assess whether Bidders have the relevant skills and experience to be capable of performing the proposed contract to meet the Authority's needs.
      2. The Authority intends to review the SQ responses provided by Bidders and evaluate those responses using the selection stage criteria and weightings and following the methodology explained below.

**Selection Evaluation Matrix**

* + - 1. In completing their SQ submissions, Bidders should not assume that the Authority has any prior knowledge of the Bidder, its practice, reputation or its involvement in existing services, projects or procurements. In evaluating SQ submissions, except as set out in paragraph 1.6 below, the Authority will only consider information provided in response to the SQ (which may include customer references sought regarding the contracts included in Section 6 responses of the SQ).
      2. Notwithstanding paragraph 1.5 above, the Authority may take account of any prior knowledge it has of the Bidder, its practice, reputation or its involvement in existing services, projects or procurements to the extent that such knowledge indicates that information contained in the Bidder's SQ submission is false, misleading or inaccurate.
      3. The Authority will consider the information in Parts 1 and 2 of the SQ submission. The Authority will exclude any Bidder who answers 'Yes' to the Exclusion Grounds in Section 2 of the SQ and may exclude any Bidder who answers 'Yes' to the Exclusion Grounds in Section 3 of the SQ. The decision to exclude Bidders in relation to the Exclusion Grounds will be subject to evidence of self-cleaning being provided by Bidders demonstrating the reliability of the Bidder despite the existence of a relevant exclusion ground and the Authority considering such evidence to be sufficient.
      4. The Authority will then assess SQ submission responses to ascertain that its minimum pass/fail compliance requirements have been met. The pass/fail criteria is set out in the Pass/Fail Criteria matrix below:

| **Pass/Fail Criteria Matrix** | | | |
| --- | --- | --- | --- |
| **Level 1 Criteria** | **Level 2 Criteria Question No.** | **Level 2 Criteria** | **Available Scores** |
| [Section 4: Economic and Financial Standing] | [4.1 ] | [Documentation to demonstrate economic/financial standing ] | [Pass/Fail] |
| [4.2 ] | [Minimum Turnover] | [Pass/Fail] |
| [Section 5: Wider Group] | [5.1-5.3] | [Parent Company details and ability to provide guarantee (if applicable)] | [Pass/Fail] |
| [Section 6 - Technical and Professional Ability] | [6.1 and 6.3] | [Relevant Experience and Contract Examples] | [Pass/Fail] |
| [6.2] | [Subcontracting and experience of maintaining healthy supply chains] | [Pass/Fail] |
| [Section 7: Modern Slavery] | [7.1-7.2] | [Compliance with the Modern Slavery Act 2015] | [Pass/Fail] |
| [Section 8: Additional Questions] | [8.1] | [Insurances] | [Pass/Fail] |

**Evaluation methodology**

* + - 1. The evaluation methodology for each section of the SQ is set out below.

| Section 4 – Economic and Financial Standing | Requires self-declarations regarding whether the organisation meets the selection criteria in respect of their financial standing. The answers to the questions will be marked on a Pass/Fail basis. |
| --- | --- |
|  | Minimum Turnover  The minimum financial turnover required should be no lower than £xxxx. The turnover considered will be that of the most recent audited full year. |
|  | If your organisation is successful in the ITT then your financial standing and economic standing will be further assessed in accordance with the “Economic and Financial Standing Evaluation” document uploaded to the Procurement Portal to verify suitability and manage risk prior to entering into a contract. |
| Section 5 - Wider Group | Requires self-declaration of ability to obtain a Parent Company Guarantee or Bond (if applicable). See notes 1.10 and 1.11 below. |
| Section 6 – Technical and Professional Ability | References    You must complete the referees’ details and provide description of 2 similar contracts delivered over the past three years for an initial Pass mark. References will be used to verify your experience of, and performance on, similar contracts. The named referees you provided details of should be prepared to provide written evidence to the authority to confirm the accuracy of the information provided below.    Referees Details and references will be marked on a Pass/Fail basis as set out below.    Pass:   * Details of two other clients provided or * Satisfactory explanation if you cannot provide two references, and * Satisfactory references provided by referee.     Fail:   * Unsatisfactory response for a) or b) above. * Unsatisfactory rating or no confirmation provided by referee. |
|  | Subcontracting and experience of maintaining healthy supply chains  Pass:   * Not applicable as there is no intent to sub-contract * Satisfactory evidence of previous healthy subcontracting arrangements including reference to tracking systems to ensure performance and prompt payment arrangements   Fail:   * No response * Unsatisfactory evidence to demonstrate previous maintenance of healthy supply chains. |
| Section 7 - Modern Slavery | You must confirm whether you are a relevant commercial organisation as defined by Section 54 of the Modern Slavery Act 2015 in response to 7.1.    Pass:   * 7.1 N/A or No * 7.1 ‘Yes’ and 7.2 ‘Yes’ with reporting link or satisfactory explanation as to why this is not available   Fail:   * 7.1 No response * 7.1 ‘Yes’ and 7.2 ‘No’ or no response, without satisfactory explanation |
| Section 8 - Additional Questions | Insurance    The self-declaration answers are marked on a Pass/Fail basis. The minimum insurance requirements for this contract are as follows:    ● £xm Professional Indemnity insurance, for each and every claim  ● £xm Public Liability insurance, for each and every claim  ● Employer’s Liability insurance (as required by law)    Proof of insurance will be required from successful bidder. |

**Methodology for Section 5 of the SQ – Wider Group**

* + - 1. Where a Bidder relies on the capacity of other entities with regard to criteria relating to the assessment of economic and financial standing, the Authority reserves the right to require the Bidder and those entities to be jointly liable for the execution of the contract.

**Appendix 6: SQ**

The Council uses an online SQ based on the standard SQ issued by the Crown Commercial Service (CCS) as part of the Guidance on qualitative selection issued under Regulation 107 of the Public Contracts Regulations 2015. This is completed within the ProContract Portal.

Before completing the Selection Questionnaire (SQ), please carefully review the accompanying ITT and in particular the SQ Explanatory Document (Appendix 5: SQ Explanatory Document).

**Appendix 7: Award Criteria**

**Table 1: Evaluation Criteria and Weightings**

| **Criteria** | **Weighting for Quotation Evaluation** |
| --- | --- |
| QUALITY | 50% |
| SUSTAINABILITY | 10% |
| WHOLE LIFE COST | 40% |
| **TOTAL** | **100%** |

**Table 2: Detailed Criteria and Weightings**

Please note: within the Procurement Portal sub-criteria are shown as proportional to the top level criteria (ie: the sub-criteria for each section will appear as adding up to 100). This does not alter the evaluation.

| **Criteria** | **Criteria Weighting** | **Sub-Criteria** | **Sub-Criteria Weighting** |
| --- | --- | --- | --- |
| **QUALITY** | **50%** | Q.A1 Delivery | 10% |
| Q.A2 Supporting Residents | 10% |
| Q.A3 Working in Partnership | 10% |
| Q.A4 Delivering Independent and Partial Advise | 10% |
| Q.A5 Capacity to Deliver | 10% |
| Q.A6 Method Statement - Case Study | 50% |
| **SUSTAINABILITY** | **10%** | Q.B1 Diversity and Inclusion | 80 % |
| Q.B2 Employment and Training | 20 % |
| **WHOLE LIFE COST** | **40%** | Q.C1 - Total Cost of Contract | 50% |
| Q.C2 - Quality of Resources | 30% |
| Q.C3 - Adequacy of Resources | 20% |

**Appendix 8: Quality Questions**

**QUESTIONS BIDDERS ARE REQUIRED TO ANSWER**

**The responses to the questions in this Appendix along with the prices submitted in the pricing schedule will be used to evaluate the responses received under the criteria and weighting system. Please refer to the Award Criteria detailed in Appendix 7: Award Criteria and familiarise yourself with this before completing this Appendix. Bidders should be aware that there is a word limit for certain questions.**

| **Criteria – QUALITY** |
| --- |
| Q.A1 Delivery  **(Maximum Score 5, Weighting 10%)** |
| Experience of delivering ITLA services across Regeneration schemes in diverse and deprived inner city areas:   * Detail your role and responsibilities * Detail how you achieved a innovative and high standard of performance * Detail how successful and meaningful resident involvement was achieved .Outline how you disseminated information and guidance to both tenants and leaseholders * Detail the type of advice you have offered * Evidence how your role contributed to successful delivery   **Your response to this question must be limited to no more than 2 sides of A4** |
|  |

| **Criteria A - QUALITY** |
| --- |
| Q.A2 Supporting Residents  **(Maximum Score 5, Weighting 10%)** |
| Experience of supporting leaseholders, freeholders and tenants through a buyback and decant process including, including experience of supporting residents through a Compulsory Purchase Order process:   * Detail how you approached the engagement with both tenants and leaseholders * Detail of how you explained the legal process, outlining options and next steps   **Your response to this question must be limited to no more than than 2 sides of A4** |
|  |

| **Criteria – QUALITY** |
| --- |
| Q.A3 Working in partnership  **Maximum Score 5, Weighting 10%)** |
| Experience of working in partnership, with special reference to local authorities and resident steering groups/Tenants and Residents Associations:   * Detail your approach to stakeholder management, with particular reference to managing differing stakeholder agendas. * Detail how you managed client sign off of information disseminated to residents * Detail how you reported progress and performance and your ability to meet deadlines (including distribution of minutes, agendas etc) * Detail your approach to ensuring residents are empowered and involved in the regeneration process, with a particular reference to delivering innovative engagement methods. * Detail your approach to being able to deliver independent advice to residents * Outline your experience of remaining impartial whilst delivering advice on complex regeneration schemes * Outline the challenges you have faced and how you have overcome them, in particular provide an example of conflict between residents and a key stakeholder and how you have mediated to ensure a positive relationship and the progress of the regeneration proposals.   **Your response to this question must be limited to no more than than 2 sides of A4** |
|  |

| **Criteria A – QUALITY** |
| --- |
| Q.A4 Delivering independent and impartial advice  **(Maximum Score 5, Weighting 10%)** |
| Experience of delivering independent and impartial advice to residents on regeneration estates:   * Detail your approach to being able to deliver independent advice to residents * Outline your experience of remaining impartial whilst delivering advice on complex regeneration schemes * Outline the challenges you have faced and how you have overcome them, in particular provide an example of conflict between residents and a key stakeholder and how you have mediated to ensure a positive relationship and the progress of the regeneration proposals.   **Your response to this question must be limited to no more than 2 sides of A4.** |
|  |

| **Criteria A – QUALITY** |
| --- |
| Q.A5 Capacity to Deliver  **(Maximum Score 5, Weighting 10%)** |
| Capacity to deliver:   * Detail your management team, outlining their experience in providing the Services including brief (max 2 page) CVs * Outline an example from a previous project you have worked on to detail how you had the capacity to deliver the required service, including roles and responsibilities and time spent on the project.   **Your response to this question must be limited to no more than 2 sides of A4. The CVs do not count within this total.** |
|  |

| **Criteria A – QUALITY** |
| --- |
| Q.A5 Method Statement  **(Maximum Score 5, Weighting 50%)** |
| **Case Study**  Provide a method statement explaining in detail how you will provide an independent tenant and leaseholder advisory service to the residents of the scheme described in the scenario below. The case study is intended to be a typical scenario for a mini-competition and should be answered as such. Your response should describe every element of the service you will provide reflecting the Specification of Requirements set out in Appendix 2.  **Your response to this question must be limited to no more than 2 sides of A4.** |
|  |

| **Criteria B – SUSTAINABILITY** |
| --- |
| Q.B1 Diversity and Inclusion  **(Maximum Score 5 Weighting 80%)** |
| Experience of empowering strong and diverse communities   * Detail your approach to facilitate the inclusion and cohesion of the Boroug’s equality groups in the regeneration process.   **Your response to this question must be limited to no more than 2 sides of A4.** |
|  |

| **Criteria B – SUSTAINABILITY** |
| --- |
| Q.B2 Employment and Training  **(Maximum Score 5 Weighting 20%)** |
| Experience of promoting local employment benefits from redevelopment.   * Detail your approach on how you would promote the Council’s commitment to providing local training and employment opportunities.   **Your response to this question must be limited to no more than 2 sides of A4.** |
|  |

| **Criteria C - WHOLE LIFE COST** |
| --- |
| Q.C1 - Total Cost of Contract (as detailed on spreadsheet)  Q.C2 - Quality of Resources  Q.C3 - Adequacy of Resources  **Maximum Score 5, Weighting:**   * 50% shall be scored on the actual price * 30% shall be scored on the basis of quantity of resource * 20% for adequacy of resources. |
| **Case Study**  Complete the Pricing Schedule in Appendix 9 to detail the items which make up the cost of each sub-criterion of the Whole Life Cost criterion. The cost will need to support the method statement outlined in QA.5 to provide the service for the scenario as set out below. |
|  |

**The Scenario**

| You are required to provide ITLA services for an estate regeneration scheme within Hackney.  The regeneration involves redeveloping an infill site and 3 existing blocks comprising 240 existing homes. Over 3 phases the new development will deliver 400 new homes, replacing like-for-like social housing and the introduction of shared ownership and outright sale units.  The first phase is an infill phase and construction of this phase has commenced. The demolition of the first of the existing 3 blocks is due to commence next month (phase 2). The Council has recently secured vacant possession. There are 6 tenants and two leaseholders with a right to return who have been decanted off the estate and are due to move into the phase 1 new build,is due to be completed in 18 months’ time.  A CPO is being made for the final 2 blocks (phase 3). These blocks are occupied with a mixture of tenants and leaseholders as well as a number of void properties. In the blocks there are 52 tenants still remaining, 18 leaseholders, 11 of which are absentee. There are 21 voids, but these are being refurbished for temporary accommodation which will house non secure tenants.  The first phase is under construction and the second phase demolition is about to start. The second phase has planning consent and a contractor has been procured to undertake the demolition and construction of the new build. The third and final phase requires a CPO and requires planning consent.  The overall project is due to be practically complete in 6 years.  The estate has an established Tenants and Residents Association (TRA). The TRA has been going for the last 8 years and was established at the time of the first regeneration proposals being put forward to the estate. The TRA meets the Council once a month.  Residents have experienced severe delays in the commencement of the regeneration after an initial private sector led joint venture fell through. The Council is now developing the site itself which has meant that it has been able to secure an uplift in affordable housing and the regeneration is finally building momentum.  The TRA have a keen interest in getting involved in all aspects of the regeneration. Their priorities remain ensuring residents secure benefits from the redevelopment.  The estate is very diverse, with a significant proportion of African Caribbean and Turkish residents across the estate. Ten of the existing tenants have been identified as vulnerable and referred to the Council’s Resident Sustainment Team. |
| --- |

**Appendix 9: Financial Submissions**

**Pricing Schedule** - refer to the seperate spreadsheet [Appendix](https://docs.google.com/spreadsheets/d/1eaEJCcYQKP9b6olHkvkcmofZi0fnsxm5/edit#gid=1853631320)

**Price Variation Formula**

This form should be completed. Failure to complete this form may result in a Bid being rejected.

**Price Variation Formula for any price quoted which may be subject to variation in accordance with the terms of the contract.**

| **ELEMENT** | **(1) FIXED** | **(2) %** |
| --- | --- | --- |
| LABOUR |  |  |
| MATERIALS |  |  |
| HAULAGE |  |  |
| OTHER |  |  |

In order to assist Bidders when completing the formula, the following information has been detailed for guidance.

(1) Please state in column (1) which elements are to remain firm in price for the period for the contract.

(2) Where any element is not fixed in price for the duration of the contract, please state as a % in Column (2) the contribution which that element makes to the quoted unit price.

1. Any future price variations applied for must show the actual % movement of the element and be accompanied by documentary proof that the change in cost indicated has occurred.
2. The breakdown of costs as indicated in the Price Variation Formula will be automatically adjusted following the acceptance of a price increase and the new apportionment used as a basis for consideration of future applications.

Signature ……………………………………….. Date: …………………….…………….

For and on behalf of

Address

**Appendix 10: Additional Documents**

Please download the additional documents listed below from the Procurement Portal and complete in accordance with the instructions at Sections 3 and 7 of the ITT.

**Additional Document A -** **Data Processing Agreement**

The Bidder must download the Data Processing Agreement from: [xxxxxx]

**Additional Document B – Add as applicable**

I / We the undersigned DO HEREBY confirm that I / we have reviewed the Additional Documents in this Appendix 10: Additional Documents and undertake that on the acceptance by the Authority of my / our Bid either in whole or in part I / we will enter into these Additional Documents.

\*Signed: ..............................................……............ Date: ..................................................

Name: (in block capitals): .......................………….................................................................................................

In the capacity of: ................................................. on behalf of: ...............…………..........................

(State official position, i.e. Director, Manager, Secretary etc).

Company Name and postal address:........................................................…………................................

....................................................................................................................…………..............

Telephone No: ....................................…......……........

E-mail: ....................................…......……........

\*Company Registration Number and legal form:……………………………………….

\*(It must be clearly shown whether the Bidder is a limited company, statutory corporation, partnership or single individual, trading under his own or another name, and also if the signatory is not the actual Bidder, the capacity in which he/she signs or is employed).