

# Invitation to Tender

## Legal Services

Issued 12/02/18 V1.0

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## 1.0 Introduction to Leeds Federated

Leeds Federated Housing Association (The Association) is a registered social landlord formed in 1974 for the benefit of the community. The Association has a central office in Leeds.

The Association employs approximately 120 staff and provides just under 4,000 homes in Leeds, Harrogate and Wakefield Districts.

The approximate housing portfolio breakdown is:

3200	general needs properties
210	supported housing properties
260	sheltered properties
210	shared ownership properties
85	non-social properties

Our vision statement describes what the Association is aiming to achieve over the medium to long term:

### **Building Futures Together**

The vision statement reflects our aim to grow through *building* more homes. It is our intention to enable our customers to consider their *future* knowing they have a place they can call home. The Association will work *together* with staff, customers and other stakeholders in making our vision a reality.

The three goals of the Association are as follows:

**1. Sustain**

We will provide good quality homes that people want to live in and provide value for money services, delivering quality at an affordable cost. We will maintain a healthy business in terms of its finances, expertise and governance.

**2. Innovate**

We will make the best use of technology to improve the efficiency and effectiveness of services and find ways to work smarter. We will adapt to change in our business and operating environment to remain competitive.

**3. Grow**

We will expand our delivery of good quality homes and identify new business opportunities to enhance Leeds Federated's viability. We will grow our capacity, skills and influence to support the business.

The Association has a subsidiary, Leeds Federated Property Services (LFPS). This entity is used for design and build development. For the purposes of this tender, references to the Association will also include LFPS. Once the arrangement has been established, works may be called off by either entity.

## 2.0 Background Information

This document sets out the Association's requirements for the provision of Legal Services and provides information about the Association and the key criteria for this contract. Importantly, it also contains the specific requirements that tenderers are to respond to, as well as setting out the evaluation criteria and scoring system that the Association will be using to apply to responses.

This Tender is being advertised on Contracts Finder. All documents are available on this portal. Interested tenderers are advised to 'watch' the notice to receive notifications if the notice is updated.

Any queries should be placed in writing (e.g. email) and directed to Joanne Harrison, Procurement & Contracts Coordinator, email: [joanne.harrison@lfha.co.uk](mailto:joanne.harrison@lfha.co.uk). **The latest date for the receipt of queries is midday 21/02/18.** Queries should clearly identify the Lot to which it refers.

A full list of any queries raised by a tenderer during the tender stage will be created and disseminated to all tenderers at the same time (if and when they occur) via an update to the Contracts Finder notice.

## 3.0 Timescale

Circulate Invitation to Tender	12 <sup>th</sup> February 2018
Deadline for submission of clarifications	Midday 21 <sup>st</sup> February 2018
Submission of tenders	16:00 1 <sup>st</sup> March 2018
Evaluation of tenders	5 <sup>th</sup> – 16 <sup>th</sup> March 2018
Internal Board approvals	21 <sup>st</sup> March 2018
Notice of Award	By 22 <sup>nd</sup> March 2018
Contract Start Date	1 <sup>st</sup> April 2018

Dates are correct at time of publishing the Invitation to Tender and may be subject to change

## 4.0 Brief

- 4.1 The Association is seeking to procure the services of suitably experienced and qualified organisations to provide Legal services for a four year period, commencing 1<sup>st</sup> April 2018.
- 4.2 The Association is issuing this tender for various Legal services at the same time. Leeds Federated Housing will award on a framework basis against the following Lots:
  - (i) Lot 1: Property
  - (ii) Lot 2: Human Resources and Employment
  - (iii) Lot 3: Corporate and Governance
  - (iv) Lot 4: Housing Management
  - (v) Lot 5: Funding
- 4.3 Places on the framework will be awarded to different organisations against the different Lots. Tenderers may submit prices against any number of Lots and may be interviewed and appointed to any. The decision on which Lot /s a particular successful tenderer is appointed to will be solely the Association's.
- 4.4 The successful providers will be the highest ranking tenderers for that Lot following the price and quality evaluation. The decision on the final number of providers per lot shall be solely the Association's
- 4.5 No commitment is made by the Association to award work under this framework arrangement. Firms on the framework will be called off on a direct award basis, without the requirement for further mini-competition for each requirement / case. The individual firms will be contacted directly to contract for each requirement, which will be charged in accordance with the Firm's submitted rates.
- 4.6 Successful tenderers will be required to provide a range of legal services to the Association including, but not limited to, those set out in Appendix A & B. Successful Tenderers will be expected to be able to deliver all services within the lot bid for, no further subdivision will occur. If your company can only partially deliver the services within a specific lot your bid is unlikely to be successful.
- 4.7 For all lots successful Tenderers will be required to provide information bulletins, case law updates and information on changes to relevant legislation free of charge as part of the service provided.
- 4.8 Please note: for ease of reference, the expression "company", "bidder", "tenderer" or "service provider" is used in a number of places in this ITT to refer to the bidder organisation in respect of which information is being requested. Unless the context otherwise requires, references in this ITT to "company", "bidder", "tenderer" or "service provider" should therefore be treated as referring to whichever legal entity will be bidding to participate in the contract(s) envisaged by this ITT (whether a limited company, sole trader, partnership, limited liability partnership or otherwise).

## 4.9 Rates

- (i) Disbursements/direct expenses are payable separately in addition to tendered fees and must be identified (even if not quantifiable) at call off. Any claims for unforeseen expenses that are not deemed reasonable will be rejected and will be the sole responsibility of the successful Tenderer. The Association accepts no liability for any costs incurred by the successful Tenderer that have not been agreed.
- (ii) Day rates include for a minimum 7.5 hours productive time and any required travel time. Travel, accommodation & subsistence disbursements are not chargeable and are deemed included in the tendered rates.
- (iii) In the event of internal service provider circumstances change during a call-off project (for example, but not limited to, staff allocated to the project are promoted) the service provider will ensure continuity of pricing for the duration of that project (the rates agreed at project commencement for the allocated staff will remain unchanged for the call-off project).
- (iv) Any adjustment to the rates stated in the tender for subsequent years (i.e. after the first year) of this framework shall be agreed in writing by the parties and if agreed shall be calculated by application of the movement of all the all items column of the Consumer Price Index as published by the Office for National Statistics, Consumer Prices and General Inflation Division, or if such publication is discontinued then whatever relevant document succeeds it. The maximum movement to be applied to the fees and the rates shall be calculated on the basis of the increase/decrease between the index published in November preceding each anniversary date of this agreement and the base index with such difference being expressed as a percentage of the base index.
- (v) Any subsequent increase/decrease to the rates stated in the tender will only be applied to the value of invoices issued subsequent to the anniversary date of this agreement.
- (vi) Invoices submitted by service providers to the Association or to LFPS as applicable will include as a minimum:
  - 4.9.vi.1 The rate (or rates), chargeable time spent and role (i.e. grade or level) of each service provider staff member undertaking chargeable work
  - 4.9.vi.2 Tax point date
  - 4.9.vi.3 VAT Registration Number
  - 4.9.vi.4 Separate itemised disbursements with supporting evidence (invoices/receipts/quotes where applicable)
- (vii) Invoices must be submitted for all fees even when deducted at source (e.g. sales receipt, compensation payment)
- (viii) Payment terms are 30 days from date of undisputed invoice.
- (ix) Tenderers are referred to the Form of Tender within this Invitation to Tender to provide details of their prices.

## **5.0 Performance reviews**

- 5.1 The Association will hold annual performance reviews with firms who have been used over that period. The Partner will send the appropriate personnel including the Account Manager to each review with the Association which shall focus in detail on the service delivered. Review meetings shall be at the intervals and at a venue to be determined by the Association. For the avoidance of doubt, attendance at such meetings will be at no additional cost to the Association.

## 6.0 Evaluation of Tender Submissions

6.1 The Association reserves the right to exclude a Tender from evaluation if it does not conform to the tender requirements or does not demonstrate sufficient capability to perform the required work.

6.2 Pass / Fail Requirements:

- (i) The Association reserves the right to carry out an Equifax credit check (or similar check) on bidders to determine the financial standing of the Tenderer. If the information provided by a Tenderer and/or the results of a credit check indicate that, in the opinion of the Association, the Tenderer lacks sufficient economic and financial standing to meet the requirements envisaged by the proposed contract(s), the bid will be rejected, subject to further investigations. Further financial information may be requested to support these investigations. The Association reserves the right to request further information as necessary to ensure the financial viability of your company.
- (ii) Declarations relating to conflicts of interest will be investigated and reviewed. Such a declaration does not equate to an automatic fail.
- (iii) Failure to be able to meet the required insurance levels will result in a rejected submission. Tenderers without the minimum required insurance levels are required to obtain the necessary insurances prior to contract commencement. Organisations that do not commit to obtaining the necessary insurance levels will be failed. The minimum required insurance level for this tender is £5 million each for Professional Indemnity, Public Liability and Employers Liability.
- (iv) Tenderers must be a member of the law society.

6.3 Award will be based on the most suitable solution and most economically advantageous tender received, where Price tendered accounts for 60% of the overall score and Quality accounting for 40%.

6.4 The scoring mechanism is as follows:

### i. Pricing: (60% of the overall score)

The total price score will be weighted between the hourly rate, daily rate and fixed fee elements of the prices submitted for each Lot as follows:

	Average Hourly Rate	Average Daily Rate	Average Fixed Fee	Total
Lot 1	25%	25%	50%	100%
Lot 2	50%	50%	-	100%
Lot 3	50%	50%	-	100%
Lot 4	25%	25%	50%	100%
Lot 5	25%	25%	Single unit 25% Average Scheme 25%	100%

And shall be calculated as per the example below:

$$\text{Maximum Available Price Score (100)} \times \frac{\text{Lowest Price received}}{\text{Tenderer's Price}} = \text{Score}$$

$$\text{Score} \times \text{weighting (e.g. 0.25)} = \text{weighted score}$$

The weighted scores for each Lot will then be added together to give an overall Price Score for that Lot.

Tenderers shall note that tenders considered to be priced very low shall be scrutinised to ensure that this is not as a result of a failure to understand the requirements of the Contract. The Association shall have the right to disregard any tender that it considers to be abnormally low.

**ii. Quality Questions (40% of the overall score)**

This measures the responses to the Quality Questions set and will be scored in accordance with the table below:

<b>Evaluation of answer</b>	<b>Marks</b>
Completely fails to meet required standard or does not provide a proposal	0
Proposal significantly fails to meet the standards required, contains significant shortcomings and/or is inconsistent with other proposals	1
Proposal falls short of achieving expected standard in a number of identifiable respects	2
Proposal meets the required standard in most material respects, but is lacking or inconsistent in others	3
Proposal meets the required standard in all material respects	4
Proposal exceeds the required standard and offers added value	5

The responses to the questions should be strictly restricted to the page count identified. Responses will only be evaluated up to the specified page count per question. Text that exceeds the specified page count will be discounted. All tender responses must be submitted as a read-only MS Word document with 'Arial' Font, size 11.

Supporting information may be submitted as appendices, but will not be scored.

The highest scoring Tenderer for **Quality Questions** will be awarded the full 40% available. The remaining Tenderers will be awarded a percentage score based on the following calculation.

$$\text{Maximum Available Quality Question Score (100)} \times \frac{\text{Tenderer's Total Score out of 40}}{\text{Highest Score awarded out of 40}}$$

### iii. Combining Price & Quality (Overall Score)

The adjusted percentage scores for Quality/Price will be added together to give an overall percentage score as below:

$$\text{(Tenderer's Total Price Score x 0.6) + (Tenderer's Total Quality Score x 0.4) = Total score out of 100}$$

## 7.0 Terms of Appointment

- 7.1 The framework will be awarded on the basis of the most economically advantageous tender, and Tenders will be evaluated on the offer price and on the Tenderer's experience and capability.
- 7.2 Appointment will be on the basis of a 4 year framework agreement.
- 7.3 Following the award of the Framework, the Association will use the successful tenderers for its legal requirements. All firms on the framework will be able to be called off on a direct award basis, without the requirement for further mini-competition for each requirement / case. However, specific pieces of work may require firms to submit a quotation, which may be on a competitive basis. The individual firms will be contacted directly to contract for each requirement, which will be charged in accordance with the Firm's submitted rates. An agreed process for instructing each firm will be established upon award.
- 7.4 The Association reserves the right to award a contract for all or any part of the work specified in this Invitation to Tender, or not to award a contract. The Association also reserves the right to award the contract to more than one Tenderer. The Association may award a task or series of tasks to the awarded Partner, another Partner or retain the task and carry it out itself.
- 7.5 The tenderer acknowledges and agrees that the Association shall have no liability whatsoever (whether under Agreement, statute, tort or otherwise) in respect of any consequential or indirect loss or any actual or expected loss of profit, loss of revenue, loss of goodwill or loss of opportunity in the event that the Association reduces or reallocates any amount of works awarded to the Partner.

## 8.0 Terms and Conditions

- 8.1 Tenderers are requested to include with their response a copy of their proposed Terms and Conditions for the contract, for review and mutual agreement. Where there is a conflict between the Terms & Conditions provided and this tender / the Tenderer's response, the ITT and response will take precedence.
- 8.2 The successful Tenderer will be required to sign and abide by a contractual agreement. Payment terms are 30 days from receipt of invoice with payment by BACS.
- 8.3 Any variations to the fee due to fundamental changes in the nature of the project shall be by negotiation between the parties.

### 8.4 Data Protection

(i) The appointed Firm will:-

1. Duly observe their obligations under the Data Protection Act 1998 and associated Regulations to ensure full compliance with the law relating to personal information.
2. In this clause references to Personal Data are to be interpreted as defined in the Data Protection Act 1998 ("DPA") and related case law. The Firm shall comply with all relevant provisions of the DPA and do nothing which causes, or may cause, The Association to be in breach of its obligations under the DPA. In particular, to the extent that the Firm acts as a Data Processor in respect of any Personal Data pursuant to this Agreement, the Firm shall only process such Personal Data as is necessary to enable it to fulfil its obligations under the contract and only in accordance with instructions from the Association. The parties hereby agree that the Association shall be the Data Controller in respect of such Personal Data.
3. From its introduction in May 2018, any reference to the DPA shall also refer to the General Data Protection Regulation (GDPR).

(ii) The Firm shall:

1. Implement technical and organisational measures in place to protect any personal data it is processing on The Association's behalf against any unauthorised or unlawful processing and against any accidental loss, destruction, damage, alteration or disclosure and undertakes to maintain such measures during the course of this Contract. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data which is to be protected.
2. Take all reasonable steps to ensure the reliability of its staff having access to any such Personal Data.
3. Monitor and maintain the integrity of all Personal Data in full accordance with the Data Protection Principles.
4. Obtain prior written consent from the Association in order to transfer the Personal Data to any sub-contractors or affiliates to fulfil their obligations under this Contract. This is subject to the confidentiality issues as set out in this document.
5. Ensure that all employees of the Firm who reasonably require access to the Personal Data are informed of the strict confidential nature of the Personal Data; and

6. Ensure that no employees of the Firm publish, disclose, or divulge (whether directly or indirectly) any of the Personal Data to any third party unless directed in writing to do so by The Association.
7. Notify The Association within 5 (five) working days if it receives any complaint, enquiry or request from any person whatsoever relating to The Association's obligations under the DPA.
8. At its sole cost, promptly to provide The Association with full cooperation and assistance in relation to any complaint, enquiry, or request made to the Partner which shall include, but shall not be limited to:
  - (i) Providing to The Association full and complete details of the complaint, enquiry or request;
  - (ii) Complying with a data access request and within the relevant timescales as set out in the Data Protection Legislation and in accordance with The Association's instructions;
  - (iii) Providing to the Association any and all Personal Data it is in possession of in relation to tenants/ residents and shall do so within the timescales required by The Association and notified to the Firm; and
  - (iv) Providing to The Association any and all relevant information requested by the Association.
9. Upon reasonable notice, allow the Association access to any premises owned or controlled by the Firm to enable the Association to inspect and audit its procedures and shall, upon the Association's request from time to time, prepare a report for the Association in respect of the technical and organisational measures it has in place to protect the Personal Data.
10. Warrant that it has submitted, pursuant to section 18(1) of the DPA, a notification to the Information Commissioner (as defined by the FOIA) and shall keep that notification correct, complete and up to date.
11. Not transfer any Personal Data (whether in whole or in part) to any country outside of the European Economic Area unless authorised in writing to do so by the Association and, where the Association authorises such transfer, the Partner shall fully comply with:
  - (i) The obligations of the Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the DPA by the provision of an adequate and appropriate level of protection in respect of any Personal Data which is transferred in accordance with this and;
  - (ii) Any reasonable instructions notified to the Partner by the Association.
12. Upon the termination of this Agreement for whatever reason, unless notified otherwise by the Association or required by the law, immediately cease any and all processing of the Personal Data on the Association's behalf, and destroy or provide to the Association with a copy of all such Personal Data on suitable media.
13. Upon receipt of any request from the Association to do so, promptly amend, transfer, or delete the Personal Data (whether in whole or in part). Upon deletion of the Association's data, the Firm will not be able to provide any reports or other benefits relating to any deleted data.
14. When required to collect any Personal Data on behalf of the Association, ensure that the Firm provides to the Data Subjects, from whom the Personal Data is collected, with a fair processing notice in a form to be agreed by the Partner.

15. Comply with all reasonable requests or directions by the Association to enable The Association to verify and / or procure that the Partner is in full compliance with its obligations under this contract.

## 9.0 Submitting your Tender Proposal

- 9.1 Tenderers may submit against one or more Lots.
- 9.2 All tenderers are deemed to have made sufficient allowances for all proposed pricing requirements including contingencies where required. Contingencies or other like allowances are to be clearly indicated on the Tender submission.
- 9.3 The tenderer must acquaint and satisfy themselves with all conditions likely to affect the execution of any of the Services.
- 9.4 The Association will not be liable for any expenses incurred by the tenderer in the preparation of its Tender.
- 9.5 Tenderers shall note that generic method statements and those of a general nature which refer to information within company profiles, brochures or other promotional and/or marketing literature will not be acceptable.
- 9.6 The tenderer shall complete the Form of Tender in respect of this contract. Please do not amend the format of this form.
- 9.7 The tenderer shall comply with the Non Collusion Statement in respect of this contract and date and sign the Statement accordingly. Please do not amend the format of this form.
- 9.8 Tenderers must submit a hard copy of their response to the Association.
- 9.9 Tenderers must **not** submit their response to this invitation to tender electronically. A soft copy of the response on CD or memory stick **must** be included with the hard copy. Any email / electronic submissions will be disregarded / deleted.
- 9.10 Tenderers must use the Return Label Provided and ensure that they deliver their tenders on time.
- 9.11 Proposals must be received by **16:00 1<sup>st</sup> March 2018** by post to Joanne Harrison – you must use the Tender return label on page 19 of this ITT. There must be no other markings anywhere on the envelope whatsoever. If you are using a courier or other method that requires external identification, you should enclose your submission in another envelope bearing the tender return label within the external packaging. Please enclose a hard copy that is signed, and a soft copy on CD / USB stick.
- 9.12 Failure to comply with these requirements may invalidate your tender.

## 10.0 Supporting Documentation Checklist

10.1 Please ensure that you check carefully and include with your response to this Tender:

- (i) Signed completed Form of Tender
- (ii) Completed Pricing Matrix
- (iii) Response to Quality Questions & Supporting Information
- (iv) Signed Certificate of Non Collusion
- (v) Copies of Insurances
- (vi) Soft copy of the tender
- (vii) Your Terms & Conditions

## 11.0 Quality

11.1 Pass / Fail information – please provide:

- (i) Company name, address, registration number and date incorporated.
- (ii) Insurance Certificates showing is £5 million each for Professional Indemnity, Public Liability and Employers Liability.

11.2 Quality Questions

- (i) Please provide details of a contract delivering similar services within the last 2 years. Examples relating to similar legal services are preferred, ideally (but not necessarily) for Registered Providers (Social Landlords). Please provide a clear description of the service detailing type of services provided, scale, any successful outcomes and performance achieved. Please provide full contact details as references may be sought, include name, job title, postal address, direct line and email address of the potential referee  
*Maximum two sides of A4 per Lot bid for. Weighting: 1.5 = Total Marks available: 7.5*
- (ii) Communication and time management: How will you keep the Association up to date with progress, including response times to queries, advising of any changes to costs against original fee quotes, and ensuring committed deadlines are kept?  
*Maximum one side of A4. Weighting: 1.5 = Total Marks available: 7.5*
- (iii) Explanation and communication: What approach would you take in making legislation / complex issues easier to understand for the Association?  
*Maximum one side of A4. Weighting: 1.5 = Total Marks available: 7.5*
- (iv) Service continuity: How will you handle cover (e.g. holidays) to ensure quality and service continuity is maintained and the staff providing cover is of a comparable quality and cost (i.e. equivalent fee band)?  
*Maximum one side of A4. Weighting: 1.5 = Total Marks available: 7.5*
- (v) Quality and risk management: How do you manage quality control within your organisation to minimise the risk of inaccurate advice provided to the clients?  
*Maximum one side of A4. Weighting: 1 = Total Marks available: 5*

- (vi) Relationship management: How would you familiarise yourselves with the organisational context of the Association and build relationships to enable you to provide advice that is relevant to the organisation?

*Maximum one side of A4. Weighting: 1 = Total Marks available: 5*

**Maximum marks available for Quality Questions= 40**

**11.3 Supporting Information**

Included with the tender response you are asked to provide the following items. Please note that these are for information purposes only and will not be scored by the Association, although the references will be obtained to give assurance / confidence in the tender responses.

- (i) Company details: Company Background, date incorporated, services provided and **details of proposed team including location** for each Lot bid for.
- (ii) Referees: minimum of 2 referees. Bidders who work or have worked for the Association may use that client as a reference.
- (iii) Contact details for follow up communication regarding your tender

## 12.0 Pricing Matrix

Staff Grade	Lot 1 Property	Lot 2 HR & Employment	Lot 3 Corporate & Governance	Lot 4 Housing Management	Lot 5 Funding
<b>Hourly Rates:</b>					
Partner	£	£	£	£	£
Senior Associate	£	£	£	£	£
Associate	£	£	£	£	£
Junior	£	£	£	£	£
Legal Executive / Paralegal / Trainee	£	£	£	£	£
<b>Day Rates:</b>					
Partner	£	£	£	£	£
Senior Associate	£	£	£	£	£
Associate	£	£	£	£	£
Junior	£	£	£	£	£
Legal Executive / Paralegal / Trainee	£	£	£	£	£
<b>Fixed Fees:</b>					
Right to Acquire – per property	£				
Shared Ownership resale – per transaction	£				
Shared Ownership Staircase – per transaction	£				
Property Sale – per property	£				
Property Purchase – per property	£				
Extending existing Lease	£				
Injunctions (Gas Servicing) – per case				£	
Injunctions (Non-ASB) On Notice – per case				£	
Injunctions (Non-ASB) Without Notice – per case				£	
Injunctions (ASB) On Notice – per case				£	
Injunctions (ASB) Without Notice – per case				£	
Standard File Review & Advice – per file				£	
Policy & Procedure update – per request				£	
Possession Proceedings – per case				£	
Rent Possession Hearings – per case				£	
Charging Assets – individual property					£
Charging Assets – per scheme up to and including 15 units					£
Charging Assets – per scheme over 15 units					£

1. Bidders shall not change / add / remove the lines in the above table.
2. Bidders should complete every cell for each Lot bid for. Blank cells will be treated as an incomplete tender for that Lot.
3. Day rates include for a minimum 7.5 hours productive time and any required travel time.
4. Travel, accommodation & subsistence disbursements are not chargeable and are deemed included in the tendered rates

## 13.0 Form of Tender

Leeds Federated Housing Association Ltd  
Arthington House  
30 Westfield Road  
Leeds  
LS3 1DE

### TENDER FOR: LEGAL SERVICES

I / We understand that:

- (a) This Tender shall be returned in an envelope with the label provided attached to the front so as to reach this office not later than 16:00 1<sup>st</sup> March 2018
- (b) The lowest or any Tender will not necessarily be accepted by Leeds Federated Housing Association Ltd, and no allowance or payment will be made for making any Tender.
- (c) We have examined and agree to the Specification, have submitted only one bid and agree to the contract terms.
- (d) We understand that it is our responsibility to ensure that the contract documents have been completed correctly.
- (e) The Tender Price must stand for period of 13 weeks from the date of submission of the Tender.

### PRICE

I/We, having read the Conditions of Contract and Specification delivered to me/us and having examined the information referred to therein, do hereby offer to execute and complete in accordance with the Conditions of Contract the whole of the Works described for the sum as identified in the enclosed Pricing Matrix

I/We agree that should obvious errors in pricing or errors in arithmetic be discovered before acceptance of this offer in the pricing submitted by me/us, these errors will be corrected in accordance with Alternative 1 contained in Section 6 of the 'Code of Procedure for Single Stage Selective Tendering 1989'

Company Name: \_\_\_\_\_

Employee Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address of Tenderer: \_\_\_\_\_

\_\_\_\_\_

Telephone No: \_\_\_\_\_

Email Address: \_\_\_\_\_

## 14.0 Certificate of Non-Collusion

The essence of tendering is that Leeds Federated Housing Association Ltd shall receive bona fide competitive tenders from all organisations tendering. In recognition of this principle, I/we certify that this is a bona fide Tender, intended to be competitive, and that I/we have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangement with any other person. I/We also certify that I/we have not done and I/we undertake that I/we will not do at any time before the return date for this Tender any of the following acts:-

1. Communicate to a person other than the person calling for these tenders, the amount, or approximate amount of the proposed Tender;
2. Enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted;
3. Offer or pay or give or agree to pay or give any sum or money 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 tender or proposed tender for the work any act or things of the sort described above.

In this certificate, the word 'person; includes any persons and any body or association, corporate or unincorporated; and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

### CONFLICT OF INTEREST STATEMENT

Leeds Federated Housing Association Ltd must ensure that it does not contravene Schedule 1, Part 1 of the Housing Act 1996, i.e. Leeds Federated Housing Association Ltd may not make a payment or grant a benefit to a Committee or Board Member, Officer or Employee of the Client save and except in certain specified circumstances. Leeds Federated Housing Association Ltd therefore requires Tenderers to answer the following questions:

1. Has any Director, Partner or Associate been an employee of Leeds Federated Housing Association Ltd within the last five years?

YES/NO (if yes please give details)

2. Please state if any Director, Partner or Associate has a relative(s) who is an employee of Leeds Federated Housing Association Ltd at a senior level or is a Board, Committee, or Panel Member of the Association.

3. Please state if any Directors, Partners or Associates of your firm have any involvement in other firms who provide or have provided services to Leeds Federated Housing Association Ltd.

YES/NO (if yes please give details)

1. Is any Director, Partner or Associate an existing tenant or leaseholder of Leeds Federated Housing Association Ltd?

YES/NO (if yes please give details)

**Note:** A relative is defined as a person's spouse, parent, grandparent, child, grandchild (including illegitimate children and grandchildren) brother and sister. Technically the term relative does not include any relationship that is not by blood, marriage, civil partnership or co-habitation; however, if considered close the same criteria should apply

Signature : \_\_\_\_\_

On Behalf of:  
(Full Name of Tenderer) \_\_\_\_\_

Address (In the case of a Limited Liability Company the registered office):

Date: \_\_\_\_\_

## Tender Return Label

# TENDER – DO NOT OPEN

Tender Title: **Legal Services**

Return Date: 1<sup>st</sup> March 2018

Deadline for Return: 16:00

Leeds Fed contact: Joanne Harrison

To: **Joanne Harrison**  
Leeds Federated Housing Association  
Arthington House  
30 Westfield Road  
Leeds  
LS3 1DE

This label **MUST** be used to submit your tender

There must be **no other identifying markings** anywhere on the envelope whatsoever

LEEDS FED USE ONLY

**Date received:**

**Time Received:**

**Initials:**

**It is Leeds Federated policy not to consider LATE tender submissions**

## **Appendix A – Lot Descriptions / Services**

These examples represent typical services provided in each Lot and are not an exhaustive list.

### **Lot 1 - Property**

1. Acquisitions of land & property - one off or large scale, including buy back properties/mortgage rescue and report on Title
2. Reviewing easements and wayleaves documentation
3. S106 agreements, negotiating & reviewing
4. Redrafting existing Title Plans & Registers
5. Unilateral undertakings
6. Adoption plans, Section 38 & 278 agreements
7. General sales (primarily of new build properties)
8. Right To Buy, Right To Acquire and Staircasing sales
9. Lease / Licence to occupy renewals
10. Lease assignments
11. Rent reviews for shops (Section 25 notices)
12. Shared ownerships – drafting agreements
13. Party wall disputes
14. Commercial contracts (with contractors)
15. Development agreements, development sale agreements
16. Set up of special purpose vehicles
17. Section 20 leaseholder legislation support
18. Tender support for OJEU level tenders
19. Fire legislation support
20. Training seminars
21. General advice (phone/email/written/face to face)

### **Lot 2 - HR and Employment**

1. Tribunals
2. Compromise agreements / Settlement agreements
3. Ad hoc employment law queries (phone/email/written)
4. TUPE
5. Training seminars
6. Onsite training at client place of work
7. HR policy reviews
8. Changes to terms and conditions
9. Pension advice
10. General advice (phone/email/written/face to face)

### **Lot 3 – Corporate & Governance**

1. Mergers and acquisitions
2. Restructuring staff and/or board
3. Group structures / setting up commercial arms
4. Intergroup agreements
5. Constitutional changes
6. 7. Company and charity law advice
7. Regulatory advice
8. Transfer agreements
9. Data protection act advice
10. Procurement legislation
11. Social enterprises, joint ventures and shared services advice / set up
12. Shaping shareholder arrangements
13. Training seminars
14. General advice (phone/email/written/face to face)

### **Lot 4 - Housing Management**

1. ASB including advice, enforcement
2. Gas injunctions (access)
3. Squatters
4. Tenancy and housing management advice
5. Allocations
6. Succession rights, transfer tenancies
7. Advice on ensuring policies and procedures meet legislative requirements
8. Social contracts, including support charges and grant funded
9. Supported housing and management agreements
10. Training seminars
11. Onsite training at client place of work
12. Income management
13. General advice (phone/email/written/face to face)

### **Lot 5 – Funding**

#### **Charging assets :**

1. Reviewing funder documentation for loan security
2. Completing funder Condition Precedent requirements
3. Arranging indemnity insurance

#### **Funding:**

1. Funder documentation for new loans, negotiating & reviewing
2. Board reporting

#### **Training seminars**

## **Appendix B – Fixed Fee Scope of Work**

Bidders bidding for Lot 1, Lot 4 or Lot 5 will be required to submit a fixed fee for each of the following types of support. The scope of work included in each fixed fee service is set out below.

### **Lot 1 - Right to Acquire**

1. Check contents of pack received from client – ascertain the terms of the transaction including completion timescales to comply with the legislation
2. Obtain title register
3. Ascertain tenure to be granted – freehold or leasehold
4. Ascertain if it is a transfer/lease of whole or part title
5. Ascertain and draft any special clauses
6. Draft conveyance and any other deeds
7. Arrange for release from lender if required
8. Correspond with buyer's solicitor
9. Agree & circulate transfer
10. Agree completion date and circulate completion statement incl. rent arrears and apportionments and collect money from buyer's solicitors
11. Complete transaction, draft & receipt invoice and deal with balances
12. Complete registration at the land registry to remove reference to Association

### **Lot 1 – Shared Ownership Resale**

1. Obtain Lease, leasehold title and freehold title
2. Draft Licence to Assign
3. Arrange for release from lender if required
4. Respond to leasehold enquiries
5. Correspond with seller's solicitor
6. Agree & circulate Licence to Assign
7. Agree completion date and circulate completion statement incl. rent arrears and apportionments
8. Complete transaction, draft & receipt invoice and deal with balances
9. Complete registration at the land registry

**Lot 1 - Shared Ownership staircase to part or full ownership (both staircasing to purchaser, and reverse staircasing back to the Association)**

1. Obtain Lease, leasehold title
2. Ascertain tenure to be granted – freehold or leasehold
3. Prepare Memorandum of Staircasing
4. Arrange for release from lender if required
5. Correspond with the leaseholder's solicitor
6. Agree & circulate transfer
7. Agree completion date and circulate completion statement incl. rent arrears and apportionments
8. Complete transaction, draft & receipt invoice and deal with balances
9. Complete registration at the land registry

**Lot 1 - Property Sale**

1. Obtain title register
2. Draft contract for sale
3. Arrange for release from lender if required
4. Respond to buyer enquiries
5. Correspond with buyers solicitor
6. Obtain any relevant Homes and Community Agency consents
7. Agree & circulate transfer
8. Agree completion date, hold client monies and circulate completion statement
9. Complete transaction, draft & receipt invoice
10. Complete registration at the land registry

**Lot 1 - Property Purchase**

1. Obtain title register
2. Confirm good title
3. Explain obligations under s106 agreement
4. Draft contract for sale – including reviewing heads of terms, golden brick arrangements (if necessary), also including mortgagee exclusion clauses
5. Arrange for release from lender if required
6. Respond to seller enquiries
7. Correspond with seller's solicitor
8. Obtain any relevant Homes and Community Agency consents
9. Agree & circulate transfer
10. Agree completion date, hold client monies and circulate completion statement
11. Complete transaction, draft & receipt invoice
12. Complete registration at the land registry
13. Register with NHBC

**Lot 1: Extending existing lease**

1. All work involved in dealing with an existing lease extension

**Lot 4 – Injunctions (Gas Servicing)**

1. Issue notice (from solicitor on headed paper) of potential legal action to individual customers when service has become overdue and access not provided.
2. Collate evidence and prepare witness statements. Review evidence and ensure accuracy / appropriateness as case requires.
3. Issue action (seeking injunction) at Court on Leeds Fed behalf.
4. Attend court to present case as Leeds Fed representation (with Leeds Fed Officer). Potential for 'at court' negotiation with customer directly (not before the Judge) for access resolution. Seek to get best judgement possible (tenancy life injunctions, award of costs, forced access options).
5. Provide advice and guidance (by email, phone or writing as appropriate) throughout process including contacting court if necessary. Advice on any potential more complicated / joint issues, for example counter claims for disrepair.

**Lot 4 – Injunctions (Non-ASB) – On Notice**

Drafting a letter before action, Claim Form/Application Notice, draft Injunction order and up to one witness statement. Issuing the claim and attending the first hearing in the undefended list.

**Lot 4 – Injunctions (Non-ASB) – Without Notice**

Drafting a letter before action, Claim Form/Application Notice, draft Injunction order and up to two witness statements. Issuing the claim and attending the first hearing in the undefended list.

**Lot 4 – Injunctions (ASB) – On Notice**

Drafting the Application Notice, draft injunction order, power of arrest (if applicable) and up to two witness statements. Issuing the application and attending the first hearing. Arranging service as appropriate to outcome of first hearing.

**Lot 4 – Injunctions (ASB) – Without Notice**

Drafting the Application Notice, draft injunction order, power of arrest (if applicable) and up to two witness statements. Issuing the application and attending the first hearing. Arranging service as appropriate to outcome of first hearing.

**Lot 4 – Standard File Review & Advice**

Read and review the contents of a standard legal referral file and provide an initial advice on the merits of the dispute / legal options available / recommended next steps. This rate would apply to a standard legal dispute e.g. ASB, routine disrepair, property condition dispute, tenancy termination dispute.

**Lot 4 – Policy & Procedure update**

Carry out a full review of existing or draft policy and associated procedure document and implement amendments based on best practice and legal updates.

**Lot 4 – Possession Proceedings**

Review of papers, advice, drafting NOSP, drafting up one witness statement, Claim Form, Particulars of Claim, attending first hearing.

**Lot 4 – Rent Possession Hearings**

Review of papers, attending hearing and advocacy

**Lot 5 – Charging assets (i.e. mortgage security)**

1. Legal work involved in charging a street property

AND

2. Legal work involved in charging schemes: up to 15 units or over 15 units, on one title