



Leeds Federated Housing Association

Invitation to Tender

Temporary Staffing – Learning Disability Services

2nd January 2017 to 31st December 2019

Contents Page

1. Purpose of this document.....	3
2. Introduction to Leeds Federated.....	3
3. Current Environment	4
4. Requirements	5
5. Key Performance Indicators (KPI's).....	7
6. Scoring of tender submissions.....	8
7. Quality Questions	10
8. Form of Tender.....	12
9. Instructions to Supply Partners.....	14
10. Supporting Documentation Checklist.....	14
11. Data Protection.....	15
12. Terms of Appointment	17
13. Timescale	17
14. Tender Selection	17
15. Terms and Conditions	17
16. Certificate of Non Collusion	18
17. References	20
Tender Return Label	21

1. Purpose of this document

This document sets out Leeds Federated Housing Association's (herein the Association) requirements for the provision of temporary staffing for the Learning Disability Services (LDS) of the business.

This document provides information about the Association and the key criteria for this contract. Importantly, it also contains the specific requirements that bidding Supply Partners are to respond to, as well as setting out the evaluation criteria and scoring system that the Association will be using to apply to Supply Partners' responses.

The tender documents include:

- This invitation to tender
- Certificate of Non Collusion
- Form of Tender

Any procurement related queries should be placed in writing and directed to Joanne Harrison, Procurement & Contract Coordinator, Email: joanne.harrison@lfha.co.uk

A full list of any queries raised by Supply Partners during the tender stage will be created and disseminated to all Supply Partners at the same time (if and when they occur). The latest date for the receipt of queries is **Wednesday 5th October 2016**

2. Introduction to Leeds Federated

The Association is a registered provider formed in 1975 for the benefit of the community. The Association has a central office in Leeds.

The Association employs approximately 123 staff and provides approximately 4,000 homes in Leeds, Harrogate, West, and North Yorkshire. The approximate housing portfolio breakdown (as at March 2016) is:

3132	General needs properties
198	Agency managed
300	Supported housing properties (Cat 1, Cat 2, Learning Disability Services)
199	Shared ownership properties
54	Non social
11	Leaseholder
22	Co-op
60	Student

The vision statement of Leeds Fed 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.

Locations:

Leeds Federated's office location:

- Head Office - Arthington House, 30 Westfield Road, Leeds, LS3 1DE

The Association has 3 LDS schemes:

- Thompson House, Leeds LS9
- Stonegate Mews, Leeds LS7
- Stonegate Place, Leeds, LS7

3. Current Environment

The Association's existing service level agreement with a preferred supplier for the provision of temporary staffing, is due to expire. The Association is looking to engage with a suitably qualified and experienced Supply Partner for a three year agreement to commence from 2nd January 2017 to 31st December 2019.

As this Invitation to Tender is specifically for the Learning Disabilities Services of the Association, below is an indication of the number of staff that were placed in the previous financial year 2015/16. These figures are provided for tenderer's information only, the Association may award a task or series of tasks to the awarded Supply Partner, another Supply Partner, to a third party Supply Partner or retain the task and carry it out itself.

The Association does not guarantee any award of work or any minimum payment to the Supply Partner under this Agreement.

The Supply Partner acknowledges and agrees that the Association shall have no liability whatsoever to the Supply Partner (whether under Term Partnering 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:

- i) reduces or reallocates any amount of works awarded to the Supply Partner; or
- ii) does not award any work to the Supply Partner under this Agreement.

2015/16

The Association's additional temporary staffing requirements for the Learning Disabilities Services in the period April 2015 to March 2016 were:

5 Resident Support Worker (RSW) vacancies and over 2000 relief hours.

Definitions of roles

The Association has the following definitions of the roles as follows:

Resident Support Worker

- Provides a high standard of support and advice to householders in order to develop their day to day living skills and their abilities to make informed choices about the future.
- Effective liaison with and on behalf of householders with other internal and external services to resolve complex individual requirements.
- Medication, hoist and pressure sore trained.
- Ability to work flexibly across all three schemes.
- Extensive experience of working with customers with low to high disability needs.
- Experience of lone working.
- Ability to work at short notice.
- Experience of working in a CQC regulated service.

4. Requirements

Through this tendering exercise, for the provision of its Temporary Agency Workers requirements, the Customer would like to appoint a Supply Partner who shall offer throughout the 3 year contract period:

- Complete supply chain management solution
- Best Value for money
- Comprehensive management information
- Process improvement through innovation
- High customer satisfaction
- Consolidated monthly invoices
- Advice on any legislative requirements related to temporary staffing workers

The Association is looking to have in place **Pre-Agreed, Fixed Rates** for all items provided under the agreement for the duration of the contract term. That is to say that the rates may not be increased by the Supply Partner from year 1 of the agreement to years 2 and 3.

The rates that the Association is looking to have agreed are as follows:

- Hourly charge rate
- Temporary to permanent transition rates with a 12 week 'temp to perm' agreement.
- Permanent placement fees (**NB** – Should a Temp to Perm member of staff leave the

Association's employment to return to the agency within 6 months of being appointed, 50% of the placement fee will be refundable to the Association).

The roles required during the contract term are:

- Residential Support Workers to take up vacancies within LDS
- Relief ad-hoc shift cover by Residential Support Workers

Supply Partners are referred to the Form of Tender within this Invitation to Tender to provide details of their prices.

Supply Partner Performance Reviews

The Association will hold annual performance reviews with the Supply Partner. The Supply 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 Customer.

Price

It is understood that the cost of the service is made up of a range of component parts: The total cost charged to the Association shall consist of the cost of the Temporary Staff member (the pay rate plus statutory contributions) plus the Agency Fee.

Temporary Staff will be paid for all standard hours but not for meal breaks, any time taken as annual leave, statutory holidays or sickness absence or any other form of leave. Temporary Staff who are engaged by the Association after the first 12 weeks of their Assignment (where the role of the Temporary Worker corresponds to the role of an FTE equivalent) will be entitled to any additional perceived benefits e.g. flexi-time, time off in lieu, or any bonuses; any exceptions to these rules will be confirmed by the Customer to the Supplier. This is in line with the Temporary Agency Worker Directive which took effect on 1 October 2011.

Mileage between the location of the Assignment and the Temporary Agency Worker's home shall not be paid. Should the Temporary Agency Worker be required to travel for the purposes of the Assignment, then mileage shall be reimbursed in accordance with HM Revenues and Customs standard reimbursement rates. In any event, the Agency supplying the Temporary Agency Worker shall process the mileage and/or expenses requests, and shall not charge for the administration of such claims.

Statutory Contributions

Statutory contributions including National Insurance contributions and Working Time Directive contributions shall be paid by the Agency as required by law. National Insurance contributions shall be charged at the actual rate, taking into account the amount of NI contribution due on amounts earned, over and above the earnings threshold, i.e. allowing for the 'NI-free' period.

5. Key Performance Indicators (KPI's)

The Association requires that the Supply Partner meets the following KPI's. The KPI's will be reviewed on an annual basis, and may be changed in agreement between both parties.

Indicator	Service Level to be Achieved
<i>Service Delivery</i>	
Response Time to enquiry by the Association	1 hour
Fill rate	95%
Suitability of CV's provided to the Association	Minimum of 3 CV's maximum of 7 CV's (unless otherwise stated)
Quality of the selection process	100% (to be audited by Supply Partner)
Number of applicants interviewed	100% (to be audited by Supply Partner)
Selection Checks made by Supply Partner	100% (to be audited by Supply Partner)
<i>Financial Performance</i>	
Invoicing accuracy	Invoices received by the Association to be 100% accurate
Invoicing – submitted within 30 days of applicant being placed with the Association and submitted electronically	100% of invoices
<i>Customer Services</i>	
Customer complaints	Respond to the Association with 24 hours of receipt. 5 working days for corrective action
Reporting – quarterly reports on Total Cost	Quarterly (submitted electronically)
Reporting – quarterly reports on Number of hours purchased	Quarterly (submitted electronically)
Review Meetings	Quarterly (Account Manager to attend)

6. Scoring of tender submissions

Award will be based on the most suitable solution and most economically advantageous tender received, where Price tendered accounts for 70% of the overall score and Quality accounting for 30%. The Association reserves the right to appoint any tenderer, or indeed to appoint none.

The scoring mechanism is as follows:

i. Quality (30% of the overall score)

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

Evaluation of answer	Marks
Nil response (no answer provided)	0
Completely fails to meet required standard or does not provide a proposal	1
Proposal significantly fails to meet the standards required, contains significant shortcomings and/or is inconsistent with other proposals	2
Proposal fall short of achieving expected standard in a number of identifiable respects	3
Proposal meets the required standard in most material respects, but is lacking or inconsistent in others	4
Proposal meets the required standard in all material respects	5

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

The responses to the questions should be strictly restricted to the Page count identified. Responses will only be evaluated up to the specific 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.

The highest scoring Tenderer for **Quality** will be awarded the full 30% available. The remaining Tenderers will be awarded a percentage score based on the following calculation.

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

ii. Pricing: (70% of the overall score)

This sets out the pricing information required by the Association for evaluation and appointment of the successful Supply Partner(s).

A price score shall be calculated for each tender by reference to the lowest tender, which is given a points score of 100. One point shall be deducted from each of the other tenders for each percentage point above the lowest in accordance with the following formula:

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

A maximum price ratio score of 70% shall be given to the lowest Supplier Partner / Supply Partner scoring 100 points. The price ratio score shall then be calculated for each other tender according to the points score they achieve as a proportion of 100.

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

Supplier Partner 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 Client shall have the right to disregard any tender that it considers to be abnormally low.

7. Quality Questions

- 1. Quality of vetting process (Weighting = 5. Max Score 5 x 5 = 25. No more than one side of A4)**
Please detail your prospective applicant vetting process to the Association. This should include how candidates are selected for both Temp to Perm vacancies and relief cover.
- 2. Provision of agency staff (Weighting = 4. Max Score 5 x 4 = 20. No more than one side of A4)**
Please describe your proposed methods for ensuring that agency workers supplied are suitably experienced to work with young people and vulnerable adults.
- 3. Understanding workplace regulations & policies (Weighting = 4. Max Score 5 x 4 = 20. No more than one side of A4)**
Please describe your proposed method for ensuring that temporary workers understand the assignment details and are fully informed of regulations that they are expected to adhere to whilst on assignment including: Equality and Diversity, Organisational Policies and Procedures, Confidentiality Requirements. Please describe how you ensure you keep abreast of changes in statutory requirements and legislation as may be applicable.
- 4. Meeting KPI's (Weighting = 3. Max Score 5 x 3 = 15. No more than half a side of A4)**
Do you accept the KPI's that have been set?
How would you ensure that you meet the KPI's for the contract (refer to Section 16)?
How would you monitor and report the results to the Association?
Please describe your process for rectifying failing KPI's
- 5. Customer Service (Weighting = 2. Max Score 5 x 2 = 10. No more than half a side of A4)**
Please provide details of how you will interact and communicate with us on a day to day basis.
Please confirm that you can offer a dedicated 24 hour contact number available outside office hours for staffing needs.
- 6. Data Protection & safeguarding (Weighting = 2. Max Score 5 x 2 = 10. No more than half a side of A4)**
Please provide details of how you ensure that Confidentiality, Data Protection and Safeguarding requirements are met.

Maximum marks available for quality = 100

Included with the tender response you are asked to provide the following items. Please note that the items are for information purposes only and will not be scored by the Association.

- Please provide a copy of any other Form of Agreement that the Association will be expected to sign for up to 3 years.
- Please provide details of 2 x references that the Association could use (section 16).

8. Form of Tender

Leeds Federated Housing Association Ltd

To:

Ms Joanne Harrison

Procurement Manager

Leeds Federated Housing Association Ltd

Arthington House

30 Westfield Road

Leeds

LS3 1DE

TENDER FOR: Learning Disability Services Temporary Staffing

I / We the undersigned, having examined the specifications are willing to execute the following rates:

Details	Cost excluding VAT (Hourly charge rates)
Residential Support Worker (Relief Cover)	£ / hr
Residential Support Worker (Temp to Perm)	£ / hr
Temp to Permanent Fee (one off finder's fee)	£

Note: Prices to be fixed for the term of the contract 2nd January 2017 to 31st December 2019

Company Name _____

Employee Name _____

Signature _____

Date _____

Address of Supply Partner _____

Telephone No. _____

Email Address: _____

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 **12:00 noon on Wednesday 12th October 2016**.
- (b) There may be a further selection stage of this Tender involving a clarification meeting.
- (c) 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.
- (d) We have examined and agree to the Tender, have submitted only one bid and agree to the contract terms.
- (e) We understand that it is our responsibility to ensure that the contract documents have been completed correctly.

9. Instructions to Supply Partners

Supply Partners are asked to make the response to the Association requirements by completing page 10 and returning it by:

Wednesday 12th October 2016 at 12:00 noon

General Instructions

The Supply Partner must acquaint and satisfy themselves with all conditions likely to affect the execution of any of the Services.

The Supply Partner shall complete the Form of Tender in respect of this contract.

The Supply Partner shall comply with the Anti- Collusion Statement in respect of this contract and date and sign the Statement accordingly.

Supply Partners 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.

The Association will not be liable for any expenses incurred by the Supply Partner in the preparation of its Tender.

Failure to comply with these requirements, may invalidate your tender.

Supply Partners must submit 2 copies of their response to the Association.

Supply Partners must not submit their response to this invitation to tender electronically. A soft copy of the response on CD or memory stick should be included with the hard copy.

Supply Partners must use the Return Label Provided and ensure that they deliver their Tenders on time.

10. Supporting Documentation Checklist

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

- 1) The Form of Tender
- 2) Response to Quality Questions (page 9)
- 3) Copy of service contract proposed
- 4) Certificate of Non Collusion
- 5) Soft Copy of your tender

Please ensure that you provide 2 copies of your tender submission to the Association.

11. Data Protection

The appointed Supply Partner / Supply Partner will:-

Duly observe their obligations under the Data Protection Act 1998 and associated Regulations to ensure full compliance with the law relating to personal information.

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 Supply Partner 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 Supply Partner acts as a Data Processor in respect of any Personal Data pursuant to this Agreement, the Supply Partner 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.

The Supply Partner shall:

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.

Take all reasonable steps to ensure the reliability of its staff having access to any such Personal Data.

Monitor and maintain the integrity of all Personal Data in full accordance with the Data Protection Principles.

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.

Ensure that all employees of the Supply Partner who reasonably require access to the Personal Data are informed of the strict confidential nature of the Personal Data; and

Ensure that no employees of the Supply Partner 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.

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.

At its sole cost, promptly to provide The Association with full cooperation and assistance in relation to any complaint, enquiry, or request made to Supply Partner which shall include, but shall not be limited to:

- a) Providing to The Association full and complete details of the complaint, enquiry or request;
- b) 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;
- c) 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 Supply Partner; and
- d) Providing to The Association any and all relevant information requested by the Association.

Upon reasonable notice, allow the Association access to any premises owned or controlled by Supply Partner 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.

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.

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 Supply Partner shall fully comply with:

- a) 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;
- b) Any reasonable instructions notified to the Supply Partner by the Association.

Upon the termination of this Memorandum of 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.

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 Supply Partner will not be able to provide any reports or other benefits relating to any deleted data.

When required to collect any Personal Data on behalf of the Association, ensure that the Supply Partner 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 Supply Partner.

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

12. Terms of Appointment

Appointment will be offered to the successful Supply Partner based on the following:

- Suitable completion and return of the ITT before the deadline.
- The overall cost is satisfactory in line with the tender specifications.
- The solution meets the business requirements set out in the tender.

13. Timescale

This invitation is being circulated to supply partners from 14th September 2016

Submission of tenders	12 th October 2016 12.00 noon
Evaluation of tenders	12 th - 21 st October 2016
Clarification Interviews	Week commencing 31 st October 2016
<i>Internal Approval</i>	<i>8th December 2016</i>
Notification of intention to award	9 th December 2016
Formalisation & signature of contract	By 23 rd December 2016
Contract Start	2 nd January 2017

This timetable is subject to change due to unforeseen circumstances

14. Tender Selection

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

15. Terms and Conditions

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.

16. Certificate of Non Collusion

The essence of selective tendering is that Leeds Federated Housing Association Ltd shall receive bona fide competitive tenders from all firms 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 returnable 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 anybody 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 Supply Partners 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.

YES/NO (if yes please give details)

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)

4. Are any Director, Partner or Associate an existing tenant or leaseholder of Leeds Federated Housing Association Ltd (if so please give details)

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 Supply Partner)

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

.....

.....

Date:

17. References

Please provide the names and contact details of **two** recent clients to whom you have provided **Temporary Staffing** who we can without further permission seek references. References will be taken up at a subsequent stage.

REFEREE 1: Name of organisation:

Address:

Telephone:

Email:

Name of person to contact:

Brief description of services provided:

REFEREE 2: Name of organisation:

Address:

Telephone:

Email:

Name of person to contact:

Brief description of product/ service/ works provided:

Tender Return Label

<h1>TENDER – DO NOT OPEN</h1>	
Tender Title: Temporary Staffing Return Date: Wednesday 12 th October 2016 Deadline for Return: 12:00 noon Leeds Fed contact: Joanne Harrison	To Ms 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 markings anywhere on the envelope whatsoever	Date received Time Received

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