**INVITATION TO TENDER**

**The Housing Ombudsman**

**Provision of e-Learning services and support**

**Issued by**

**The Housing Ombudsman**

**INSTRUCTIONS TO BIDDERS /**

**EVALUATION CRITERIA**

**and**

**REQUIREMENTS**

10 December 2019

Dear Sir/Madam,

You are invited to submit a tender to the Housing Ombudsman (HOS) , a statutory sub-central contracting authority under the EU regulations for provision of:

**E-learning services and support**

These requirements will be tendered in accordance with the following attachments:

Attachment 1: This document - Invitation to tender/ Evaluation Criteria/Information for bidders &

Statement of Requirements

Attachment 2: Pricing Response - captures tender pricing

Attachment 3: Draft Call Off contract – to be completed on contract signature

Attachment 4: HOS Scheme – which outlines HOS’s legislative remit

This procurement is run as an open tender on Contracts Finder, a government site which advertises below OJEU threshold opportunities. The tender is intending to source a supplier for the provision of continued e-learning services for the Ombudsman.

If the Housing Ombudsman provides additional information to a Bidder because of a question of a general nature from that Bidder, this additional information will be issued to the other interested Bidders (in a suitably anonymous form) via Contracts Finder.

I look forward to your response.

Yours Faithfully

Housing Ombudsman

Exchange Tower

Harbour Exchange Square

South Quay E14 9GE

1. **Introduction – About Housing Ombudsman**

The Housing Ombudsman Service (HOS) is set up by law to look at complaints about the housing organisations that are members of our scheme. Our service is free, independent and impartial. We resolve disputes involving the tenants and leaseholders of social landlords (housing associations and local authorities) and our voluntary members (private landlords who are committed to good service for their tenants).

The role of the Housing Ombudsman is to:

* resolve disputes involving members of the Scheme, including making awards of

compensation or other remedies when appropriate, as well as to

* support effective landlord-tenant dispute resolution by others.

HOS’s vision ‘*Housing Matters: Fairness Matters’* recognises the central importance of housing in people’s lives and HOS’s role in ensuring the fair resolution of disputes. HOS recognises that issues relating to homes can have a huge emotional impact, so HOS ensures that any problems arising are dealt with quickly and efficiently whether by HOS or its member landlords.

A key tool the Ombudsman deploys to ensure that best practice is available to landlords within the sector to enable them to resolve complaints within their own processes is by providing HOS created online e-learning material. The content of the already developed modules is available to our members via our e-learning site which is hosted and supported by our current provider. We have also created tenant specific material which is similarly support by our current provider and is hosted on YouTube.

1. **Background to the current procurement exercise**

Our current arrangement with our provider is expiring in February 2020. This procurement is seeking to secure a supplier who is capable of supporting and hosting our developed e-learning on its own CMS system and who has the expertise to develop other modules for the Ombudsman as and when required.

The successful supplier will have demonstrable experience of delivering modern, attractive and easily accessible e-learning for a diverse audience. As the supplier will be working with a non-technical inhouse team, the successful supplier will be required to bring innovation and strategic insights to the engagement.

1. **Indicative Timetable**

Set out below is an INDICATIVE procurement timetable. This is intended as a guide and, whilst HOS does not intend to depart from the timetable, it reserves the right to do so at any time.

|  |  |
| --- | --- |
| Activity | Date |
| Launch of tender | 10 December 2019 |
| Clarification questions open | 11 December |
| Clarifications questions close | 16 December |
| Submission of tenders | 23 December @ 17:00 |
| Expected Contract Award | 10 January 2020 |
| **Contract Start Date** | **20 January 2020** |

HOS reserves the right to amend the enclosed tender documents at any time prior to the deadline for receipt of tenders. Any such amendment will be numbered, dated and issued via Contracts Finder. In the event of amendments, HOS may at its discretion extend the deadline for receipt of tenders.

By issuing this invitation HOS is not bound in any way and does not have to accept the lowest or any tender and reserves the right not to award any contract or to accept the whole or any specified part of the tender.

1. **Authority Named Contact & ongoing communication**

HOS’s contact point for the procurement is Rosalind D’Cruz, email, [rdcruz@housing-ombudsman.org.uk](mailto:rdcruz@housing-ombudsman.org.uk) Communication between HOS and bidders will be conducted via email & Contracts Finders and where responses are provided as a result of clarification questions, they will be made available via an update to the documentation on Contracts Finder. It is the responsibility of any interested supplier to keep up-to-date with the tender notice to view any changes to the tender or responses posted.

Your tender must be submitted electronically to [rdcruz@housing-ombudsman.org.uk](mailto:rdcruz@housing-ombudsman.org.uk) by Monday 23 December at 17:00. Acknowledgement of receipt of your bid, will issue via email. Late responses will not be accepted.

1. **Bidder Contact Point,**

Bidders must provide a single point of contact (and back up) in their organisation for all correspondence relating to this ITT.

1. **Format of Your Tender**

All responses MUST BE provided in English.

Failure to provide the required information or make a satisfactory response to any question, or supply attachments referred to in responses, within the specified timescale, may mean that a bid is rejected at the absolute discretion of HOS. Bidders must be explicit and comprehensive in their responses to this ITT as this will be the single source of information on which responses will be scored. Bidders are advised neither to make any assumptions about their past or current supplier relationships with HOS nor to assume that such prior relationships will be considered in the evaluation procedure.

Page and text limits – N/A.

Bidders should upload documents either in standard Microsoft Office formats (Word, Excel, PowerPoint, etc) or PDF only.

Incomplete Bids: Bidders may be rejected if information requested is not provided in the tender submission.

This ITT is split into 2 main parts:

* Quality
* Commercial/Pricing

When responding to the Quality questions, please do **not** include pricing information in your written response. No publicity or marketing must be included; anything you want to bring to the attention of HOS must be done in your formal response document.

All prices must be for the duration of the term and priced in Sterling. Any subsequent variations to the Contract will be placed by agreement.

In your written response please provide some narrative on your Commercial/Pricing tender and how it offers best value for HOS. It is also desirable to highlight opportunities for maximising efficiencies over the contract life to reduce cost or deliver better VFM for HOS.

You should clearly link your costs to the activities and outputs detailed in the requirements. Pricing details should include all aspects of the project and be broken down where requested.

# Conditions of Tender and Rejection of Non-Compliant Bids

The instructions contained in this ITT Pack constitute the Conditions of Tender. Participation in the Tender process confirms that the Bidder accepts these Conditions of Tender. Non-compliant Bids may be rejected by HOS. The Bidder must ensure that each employee, and any other person / organisation the Bidder involves in their response to this ITT, abides by the Conditions of Tender. The Bidder shall be responsible for any breach of the Conditions of Tender by anyone they have involved in their response to this ITT.

1. **Conflict of Interest**

Bidders must disclose in their Tender any circumstances, including personal, financial and business activities that will, or might, give rise to a conflict of interest by taking part in this competition or if awarded the Contract. Where Bidders identify any potential conflicts, they should state how they intend to avoid such conflicts and **clearly include a paragraph in the bid response which addresses this.**

1. **Disclosures**

The Bidder must disclose along with their company name and number;

a) If they or any of the Bidder’s sub-contractor are or have been the subject of any proceedings or other arrangements relating to bankruptcy, insolvency or financial standing. Has been convicted of any offence concerning professional misconduct. Has not fulfilled any obligations relating to the payment of social security contributions.

b) If they have been convicted of, or are the subject of any proceedings, relating to;

* participation in criminal organisation.
* corruption including the offence of bribery.
* fraud including theft, and not fulfilling any obligations relating to payment of taxes.
* money laundering.

Disclosure extends to any company in the same group of the Bidder (including but not limited to parent, subsidiary and sister companies, and companies with common shareholders whether direct or indirect and parties with whom the Bidder is associated in respect of this Tender). The Bidder should undertake due diligence in the supply chain to help prevent inclusion of organisations which are linked to terrorist activity and/or modern slavery.

Where any misconduct or complaint is disclosed, HOS will assess as to whether the Bidder should be excluded from this ITT. Mandatory exclusion for certain categories under the requirements of the Public Contracts Regulations will be applied where appropriate. HOS may seek additional information from the Bidder or other competent authorities where HOS deems it necessary in order to make a decision on eligibility.

1. **Sub-contracting**

Sub-contracting or Consortia bidding is not permitted under this tender.

1. **Confidentiality**

All material issued in connection with this ITT shall remain the property of HOS and shall be used only for the purpose of this procurement exercise. All information provided shall be either returned to HOS or securely destroyed by unsuccessful Bidder’s at the conclusion of the procurement exercise.

# Right to Cancel, Clarify or Vary the Process

HOS shall not be committed to any course of action as a result of:

* Issuing this ITT or any invitation to participate in this procurement exercise;
* Communicating with a Bidder or a Bidder’s representatives in respect of this procurement exercise; or
* any other communication between HOS (whether directly or by its agents or representatives) and any other party.

By taking part in this competitive exercise, Bidders accept that HOS shall not be bound to accept any Tender and reserves the right not to conclude a Contract for some or all of the Services for which Bidders are invited, and clarifications to Bidders may be required after the tender deadline, and Bidders should note that such clarification responses may result in an adjustments to score attributed to the written exercise.

# Costs of the ITT

Bidders will remain responsible for all costs and expenses incurred by them, their staff, and their advisors or by any third party acting under their instructions in connection with this ITT. This will be regardless of whether such costs arise as a result of any direct or indirect amendments made to this ITT by HOS at any time. For the avoidance of doubt, HOS shall have no liability whatsoever to respondents for the costs of any amendments, changes, discussions or communications.

# Clarifications by Bidders

Bidders may contact HOS by emailing HOS’s point of contact (see section 4) if they have any questions relating to the ITT but they must do so within the timetable outlined in Section 1 above. Any question or request for clarification will result in both the query and the response being communicated via email to the requestor and in a suitably anonymous form via an update to Contracts Finder.

Responses to questions will not identify the originator and will be answered in batches, rather than one at a time.  For questions raised at the close of the clarification period, HOS will endeavour to publish responses to all remaining questions within 24 hours following the deadline for clarification questions.

It is the Bidders’ responsibility to monitor the tender notice on Contracts Finder to view questions and answers. NOTE: The closing date for receipt of clarification questions **16 November 2019 @ 17:00.**

1. **Contracting Approach**

# The requirements are outlined in Statement of Requirements at page 11 of this document. It is HOS’s intention to contract for a period of three years with the option to extend 1+1.

HOS intends to contract with the successful supplier on a fixed price basis for the support and hosting arrangements and on a day rate basis for e-learning development. Support of our YouTube arrangements will be included in the support costs.

1. **Evaluation Criteria and Scoring Methodology**

This procurement is evaluated on Quality & Cost. 60% of the marks are attributed to the Quality questions and 40% to cost.

Transition costs

To ensure an even playing field HOS will exclude supplier transition costs from the evaluation. Suppliers however are expected to be able to justify any transition costs they have quoted. Any such costs must be on the same day rate suppliers will be evaluated on. HOS reserves the right to validate transition costs as a separate exercise.

**Quality Criteria (Section 18 below)**

**Question 1 a)**

In this assessment HOS is interested in understanding your approach to assisting us, as an Ombudsman service, support the Housing Sector and how your company can further our objectives to deliver online e-learning services that promotes best practice within our membership.

**Question 1 b)**

HOS engages across both landlords and tenants and thus works with a very diverse audience. In this question HOS is seeking to understand how your approach to the development and presentation of e-learning ensures equal access for all.

**Question 1 c)**

In this question, HOS is asking the supplier to demonstrate that it can produce attractive and fit for purpose e-learning material. To respond to this question, the supplier can choose to provide the evidence by allowing HOS to access modules it has already developed or by narrating case studies illustrated with screen shots.

**Pricing (Section 17 below)**

The Supplier is asked to provide a fixed price for support, maintenance and hosting and to provide day rates for development time.

1. **Scoring Methodology**

The Evaluation Team will apply the above scoring methodology to the written response.

|  |  |  |  |
| --- | --- | --- | --- |
| **Score Key Assessment** | **Score** | **% of marks assigned** | **Interpretation** |
| Good | 4 | 100% | Satisfies the requirement with additional benefits. Above average demonstration by the Bidder of the understanding and evidence in their ability/proposed methodology to deliver a solution for the required supplies/Services as stated in the SoR. Response also identifies tailoring, proactive initiatives and other factors that will offer potential added value, with evidence to support the response. |
| Acceptable | 3 | 75% | Satisfies the requirement. Demonstration by the Bidder of understanding the SoR and provided justification/evidence in their ability/proposed methodology to deliver a solution for the required supplies/Services. |
| Minor Reservations | 2 | 50% | Minor reservations of the Bidder's understanding and proposed methodology. Limited tailoring and/or limited evidence to support the ability to deliver in line with expectations. |
| Serious Reservations  Non compliant | 1 | 25% | Major reservations of the Bidder's understanding of the SoR and proposed methodology, and/or little or no evidence to support the response. Low level of quality information and detail. The response may be deemed non-compliant if the bidder consistently scores at this level. |
| Unacceptable - Non compliant | 0 | 0% | Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the Bidder has the understanding or suitable methodology, with little or no evidence to support the response. No confidence that issues will be addressed and managed in line with expectations. Please note: The full ITT response may be disqualified as non-compliant with a zero score in any section. The full ITT response will be disqualified as non-compliant with two or more zero scores. |

Following the evaluation of the written tenders, Bidders may be invited to attend a clarification session with the evaluation panel (which may include making a short presentation). No additional points have been reserved for this. The purpose of the session should it take place, is to moderate the scores awarded to the written tender, and to clarify any outstanding issues. At this stage, scores attributed to the written submission can go up or down.

Details of the interview arrangements and format will be provided to Bidders should the interviews be scheduled. It should also be noted that prior to Award stage, the Ombudsman also reserves the right to take up references on the preferred supplier.

Upon conclusion of the evaluation, the final scores for price and quality will be combined to give a total score out of 1000 marks and the Bidder with the highest number of marks will be awarded the Contract.

|  |  |
| --- | --- |
| 1. **Evaluation Criteria – scored out of 1000 marks** | |
| 1. **Quality – providing a quality service** | 1. **marks 60%** |
|  | |
| 1. Please explain how you would support the development of excellence in the range of services we offer to our external customers through the provision of quality learning experiences. 200 20% 2. Please explain how you would ensure equality, diversity and inclusion in relation to fair access to learning 150 15% 3. Please provide two case studies, or alternatively by providing access to modules you have developed, demonstrate you can deliver      * Tailored messaging with visually attractive content 150 15% * Learning experiences which are simple to navigate and easy to consume 100 10% | |
|  |  |
| **3. Pricing** | **400 marks 40%** |
| **Hosting/Support/Maintenance**  Please provide your pricing for annual support /maintenance and hosting of the system as a fixed price in the attachment “Pricing Response” Attachment 3. Costs should include VAT. Price will be scored according to the following benchmark formulae (lowest priced bid/price of bid) x 150.  **Development Costs**  Please provide your day rates costs including VAT. Please use the SFIA rate card provided in Attachment 3 as a guide. If your company roles do not neatly align with the rate card, please allocate rates to your nearest equivalent grade. Price will be scored as a blended team cost (costs per role proposed will be added up and divided by number of roles proposed to produce a blended team rate) and will be evaluated according to the following benchmark formulae (lowest priced bid/price of bid) x 250.  **Transition Costs**  Where you are proposing transition costs, the day rates proposed must align to those you have provided for development effort. Please complete the “Pricing Response” Attachment 3 Transition Cost section by including the number of days by role you are expecting to deliver. **These costs will not be evaluated as part of this exercise.** | |
|  | |
|  | |

1. ***Warranty***

You are advised that nothing herein or in any other communication made between the Housing Ombudsman and any other party, or any part thereof, shall be taken as constituting a contract, agreement or representation between Housing Ombudsman and any other party (save for a formal award of contract made in writing by or on behalf of the Housing Ombudsman) nor shall they be taken as constituting a contract, agreement or representation that a contract shall be offered in accordance herewith or at all. Bidders submissions are subject to Housing Ombudsman’s approval.

**Information for Bidders**

**Current solution**

HOS has developed two e-Learning training modules for our landlord members. Those modules are available by accessing our website and following the instructions. Our website can be found at [www.housing-ombudsman.org.uk](http://www.housing-ombudsman.org.uk). The training modules are hosted on the following URL

<https://hos.traineasy.com>

The existing modules have been developed using the authoring tool Articulate Storyline. The e-learning is HTML with embedded videos.

**Size of current user base**

The current site is sized to enable up to 5,000 users though many of those are not currently registered as learners. To enable users to view the material they have to bandwidth of 2MBs and above as the content contains videos. The site is currently capable of supporting 2% of all users on concurrency rate.

**Accessing & engaging with the e-learning**

Users can access the e-learning on a variety of technical devices, mobile phones, iPads, laptops, PCs. Once on the site, users can download and print their training results. The functionality has capability for the user to download a “certificate” of completion though that is not currently deployed.

**Reporting capability**

The current site contains a detailed 24x7 activity log and can generate traffic statistics. Other reporting capability can be created to download training reports according to

* + Category of user (Housing Provider or Tenant)
  + Type of housing provider (eg social housing, etc)
  + Organisation name
  + Job role
  + Individual’s name
  + Name of module
  + A date range
  + A combination of the above

Every report returns the following information

* + Name
  + Username
  + e-mail address
  + Registration Date
  + Parent Org
  + Housing Provider or Tenant
  + Type of Housing Provider/Tenant
  + Org Name
  + Job Role
  + Status
  + Training Category
  + Course Name
  + Activity Type
  + Enrolment Date
  + Start Date
  + Completed date
  + Status (eg passed failed)
  + Grade

**Transition Support available**

Where transitioning from current provider to new provider, the following would be made available to the successful supplier

* An excel spreadsheet of user details
* An excel spreadsheet of dates when modules were passed coupled with user IDs
* Developed e-learning modules for upload to new supplier platform

**Statement of Requirements**

**(These are included in the draft contract)**

1. **Introduction** 
   1. The Contractor shall provide qualified and competent Personnel in the execution of the requirements detailed in this Schedule the “Services”.
2. **General Service requirements**
   1. The Contractor shall hold industry knowledge and experience in training content development and be

competent in design and implementation of eLearning

2.2 The Contractor shall, where necessary, migrate the Customer’s existing e-learning solution onto the Contractor’s own learning management system and shall provide a comparable service provision for the Customer’s users from the migration date unless and until modified by the Contractor as agreed with the Customer

1. **The Solution** 
   1. The Contractor shall ensure that access to the Customer’s e-learning solution is enabled for a range of devices including Apple, Android, and Windows Operating Systems
   2. The Contractor shall ensure that the system is sized to support up to 5,000 registered users (“Maximum User Base”)
   3. The Contractor shall ensure that the system can support embedded videos for viewing by the Customer’s Users
   4. The Contractor shall ensure that the system is capable of supporting at least 2% of the Maximum User Base concurrently accessing the solution
   5. The Contractor shall provide a hyperlink to facilitate User self-registration
   6. Upon completion of e-learning modules, the Contractor shall enable the downloading of workbooks for User reference
   7. The Contractor shall provide functionality to enable Users to print training results
   8. The Contractor shall provide, if requested to do so by the customer, a template to certify successful attainment of e-learning by Users
2. **Hosting** 
   1. The Contractor shall host and maintenance the Customer’s learning modules on its own learning management site but shall permit User access from the Customer’s website ([www.housing-ombudsman.org.uk](http://www.housing-ombudsman.org.uk))
   2. The Contractor shall track and store e-learner progress with full and flexible reporting functionality which shall include as a minimum’

* Participant usage and progress
* Attainment
* Individual and organisation feedback
  1. The Contractor shall take regular backups of the Customer’s solution and have the capability to continue to provide the Customer’s solution in the event of a disaster

1. **Maintenance and Support**
   1. The Contractor shall support the Customer’s solution and shall carry out the necessary regular patching to secure the integrity of the Customer’s solution
   2. The Contractor shall undertake bug fixing and general maintenance activities to ensure that the e-learning is always available to Users outside of scheduled maintenance windows
   3. The Contractor shall provide User helpdesk services during normal business hours where Users experience difficulties in accessing the e-learning modules
   4. The Contractor shall provide support to the Customer’s designated administrators as and when required
   5. The Contractor shall maintain the Customer’s YouTube site and shall provide technical advice and support to the Customer to enable the Customer obtain the best benefit from it
2. **Development support & provision of advice**
   1. The Contractor shall, at all times, provide competent personnel in the building and configuring of Customer e-learning modules and shall do so in accordance with its day rates outlined in Schedule 2 “CHARGES”
   2. Where the Customer requests the Contractor to provide advice in relation to any aspect of the Customer’s solution, the Contractor shall provide such advice in accordance with its day rates outlined in Schedule 2 “CHARGES”
3. **System Reporting** 
   1. The Contractor shall capture User e-learning records to facilitate a range of reporting as follows
   * Category of User (Housing Provider or Tenant)
   * Type of housing provider (eg social housing, etc)
   * Organisation name
   * Job role
   * Individual’s name
   * Name of module
   * A date range
   * A combination of the above

7.2 The Contractor shall facilitate the generation of Customer reports by the field types

* + User Name
  + Username
  + e-mail address
  + Registration Date
  + Parent Organisation
  + Housing Provider or Tenant
  + Type of Housing Provider/Tenant
  + Organisation Name
  + Job Role
  + Status
  + Training Category
  + Course Name
  + Activity Type
  + Enrolment Date
  + Start Date
  + Completed date
  + Status (eg passed failed)
  + Grade