

Invitation to Tender

ESTATE AGENT SERVICES

Issued 30/10/2018

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1.0 Introduction to Leeds Federated Property Services & Leeds Federated Housing Association

Leeds Federated Property Services is the developer subsidiary of Leeds Federated Housing Association which is a registered social landlord formed in 1974 for the benefit of the community. The Association has a central office in Leeds.

Leeds Federated Housing Association employs approximately 120 staff and provides approximately 4,000 homes in Leeds, Harrogate and Wakefield Districts. Approximately 200 of which are shared ownership homes.

Our vision statement describes what Leeds Federated Housing 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. Leeds Federated Housing Association will work *together* with staff, customers and other stakeholders in making our vision a reality.

The three goals of Leeds Federated Housing 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.

2.0 Background Information

This document sets out Leeds Federated Property Services (LFPS's) requirements for the provision of sales and marketing services for up to 45 newbuild shared ownership homes at their site at Greenview Mount, Gipton and provides information about LFPS and the key criteria for this work. Importantly, it also contains the specific requirements to respond to, as well as setting out the evaluation criteria and scoring system that LFPS 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: procurement@lfha.co.uk. **The latest date for the receipt of queries is midday 09/11/2018.**

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 the Contracts Finder notice. Interested tenderers are advised to 'watch' the notice to receive notifications if the notice is updated with new queries.

3.0 Timescale

Circulate Invitation to Tender	30/10/2018
Clarification Question Deadline	Midday 09/11/2018
Submission of tenders	Midday 16/11/2018
Evaluation of tenders	16/11/2018 – 23/11/2018
Internal Board approvals	26/11/2018
Notice of Award	28/11/2018
Appointment	28/11/2018 – 03/12/2018
Contract start date	03/12/2018

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

4.0 Brief

- 4.1 Leeds Federated Housing Association's developer subsidiary; Leeds Federated Property Services is developing 45 new build, affordable family homes on a site off Brander Road, Gipton. The tenure of the site is 'Shared Ownership' for sale to eligible applicants.

The scope of the work is to identify (and market to) eligible purchasers for the Shared Ownership homes before the homes are completed, including all marketing, advertisement and launch events. We would expect the successful tenderer to have an office local to the site for prospective buyers to visit.

The scope includes the signposting, assistance and guidance to the purchasers as appropriate throughout the sales and eligibility process, to ensure the conveyance is progressed to LFPS and the purchaser's satisfaction, as quickly and as smoothly as possible.

- 4.2 Through this tendering exercise, for the provision of property sales and marketing services, LFPS would like to appoint a Partner who shall offer throughout the contract period:

- A effective sales and marketing solution
- Best value for money
- High customer (purchaser) satisfaction
- Quick sales progression

4.3 Performance Reviews

LFPS reserves the right to hold performance reviews with the Partner. The Partner will send the appropriate personnel including the Account Manager to each review with LFPS which shall focus in detail on the service delivered. Review meetings shall be at the intervals and at a venue to be determined by LFPS. For the avoidance of doubt, attendance at such meetings will be at no additional cost to LFPS.

4.4 Rates

LFPS is looking to have in place a **Pre-Agreed, Fixed Rate** for the sale of each home.

Tenderers are referred to the Form of Tender and Pricing Matrix within this Invitation to Tender to provide details of their prices.

5.0 Key Performance Indicators (KPI's)

Indicator	Service Level to be Achieved
<i>Service Delivery</i>	
Number of homes reserved off-plan within 3.5 months of each phase release 'notice'	100%
Number of reserved homes progressed to sale within 10 weeks	100%
<i>Financial Performance</i>	
Accurate and timely invoices submitted in accordance with contract	100%

6.0 Evaluation of Tender Submissions

- 6.1 LFPS 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 Award will be based on the most suitable solution and most economically advantageous tender received, where Price tendered accounts for 40% of the overall score and Quality accounting for 60%.
- 6.3 The scoring mechanism is as follows:

i. Pricing: (40% of the overall score)

This sets out the pricing information required by LFPS for evaluation and appointment of the successful 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:

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

A maximum price ratio score of 40% shall be given to the lowest price. The price ratio score shall then be calculated for each other tender according to the points achieved as a proportion of 100.

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. LFPS shall have the right to disregard any tender that it considers to be abnormally low.

ii. Quality (60% of the overall score)

This measures the responses to the Quality Questions set 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	2
Proposal significantly fails to meet the standards required, contains significant shortcomings and/or is inconsistent with other proposals	4
Proposal falls short of achieving expected standard in a number of identifiable respects	6
Proposal meets the required standard in most material respects, but is lacking or inconsistent in others	8
Proposal meets the required standard in all material respects	10

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** will be awarded the full 60% available. The remaining Tenderers will be awarded a percentage score based on the following calculation.

$$\text{Maximum Available Quality Score (60)} \times \frac{\text{Tenderer's Total Score out of 60}}{\text{Highest Score awarded out of 60}}$$

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

7.0 Terms of Appointment

- 7.1 The contract 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 as indicated by the quality response.
- 7.2 Appointment will be on the condition of the sale of each home at Greenview Mount and submission of your T & Cs. Where there is a conflict between the Terms & Conditions provided and this tender / the Tenderer's response, the ITT and response will take precedence.
- 7.3 LFPS 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.
- 7.4 LFPS 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 LFPS does not guarantee any award of work or any minimum payment to the Partner under this Agreement.
- 7.6 The tenderer acknowledges and agrees that LFPS shall have no liability whatsoever (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 LFPS:
 - (i) reduces or reallocates any amount of works awarded to the Partner; or
 - (ii) does not award any work to the Partner under this Agreement.

8.0 Terms and Conditions

- 8.1 LFPS 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. LFPS also reserves the right to award the contract to more than one Tenderer.

8.2 The successful Tenderer will be required to sign and abide by a contractual agreement, and will submit staged invoices and reports in the prescribed format at intervals determined by LFPS.

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 The tenderer to supply their valid certificates for the following:

1. Employers Liability Insurance
2. Public Liability Insurance
3. Professional Indemnity Insurance

The Tenderer will supply LFPS with full particulars of such insurance to accompany their Tender submission.

8.5 Data Protection

(i) The appointed Partner 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 Partner shall comply with all relevant provisions of the DPA and do nothing which causes, or may cause, LFPS to be in breach of its obligations under the DPA. In particular, to the extent that the Partner acts as a Data Processor in respect of any Personal Data pursuant to this Agreement, the 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 LFPS. The parties hereby agree that LFPS 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 Partner shall:

1. Implement technical and organisational measures in place to protect any personal data it is processing on LFPS'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 LFPS 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 Partner 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 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 LFPS.
7. Notify LFPS within 5 (five) working days if it receives any complaint, enquiry or request from any person whatsoever relating to LFPS's obligations under the DPA.
8. At its sole cost, promptly to provide LFPS 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 LFPS 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 LFPS's instructions;
 - (iii) Providing to LFPS any and all Personal Data it is in possession of in relation to tenants/ residents and shall do so within the timescales required by LFPS and notified to the Partner; and
 - (iv) Providing to LFPS any and all relevant information requested by LFPS.
9. Upon reasonable notice, allow LFPS access to any premises owned or controlled by the Partner to enable LFPS to inspect and audit its procedures and shall, upon LFPS's request from time to time, prepare a report for LFPS 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 LFPS and, where LFPS 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 LFPS.
12. Upon the termination of this Agreement for whatever reason, unless notified otherwise by LFPS or required by the law, immediately cease any and all processing of the Personal Data on LFPS's behalf, and destroy or provide to LFPS with a copy of all such Personal Data on suitable media.
13. Upon receipt of any request from LFPS to do so, promptly amend, transfer, or delete the Personal Data (whether in whole or in part). Upon deletion of LFPS's data, the Partner 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 LFPS, ensure that the 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 Partner.
15. Comply with all reasonable requests or directions by LFPS to enable LFPS 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 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.
- 9.2 The tenderer must acquaint and satisfy themselves with all conditions likely to affect the execution of any of the Services.
- 9.3 LFPS will not be liable for any expenses incurred by the tenderer in the preparation of its Tender.
- 9.4 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.
- 9.5 The tenderer shall complete the Form of Tender in respect of this contract. Please do not amend the format of this form.
- 9.6 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.
- 9.7 Tenderers **must** submit a **hard copy** of their response to LFPS.
- 9.8 Tenderers 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. Any email / electronic submissions will be disregarded / deleted.
- 9.9 Tenderers must use the Return Label Provided and ensure that they deliver their tenders on time. **Please note that we do not have a manned Reception. Deliveries made by methods other than Royal Mail that need a signature will require the courier to call 0113 3861106 enter extension 1106 / 1504 at the entrance intercom to obtain a signature. A letterbox is available 24/7 for non-signed for deliveries**
- 9.10 Proposals must be received by midday 16/11/2018 by post to Joanne Harrison – you must use the Tender return label on page 18 of this ITT. There must be no other markings anywhere on the envelope whatsoever. Please enclose a hard copy that is signed, and a soft copy on CD / USB stick. 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.
- 9.11 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) Use the Return Label (page 18)
- (ii) The Form of Tender (Section 13)
- (iii) Completed Pricing Matrix (Section 12)
- (iv) Response to Quality Questions (Section 11)
- (v) Copy of your Terms & Conditions
- (vi) Signed Certificate of Non Collusion (Section 14)
- (vii) Return Label – (page 18)
- (viii) Copies of Insurances (Section 13)
- (ix) Soft copy of the tender

11.0 Quality Questions

Please note, 11.1 is a Pass / Fail requirement. Tenderers who are unable to provide satisfactory evidence will be excluded from further evaluation.

- 11.1 Confirmation of GDPR compliant database, policies and procedures – please provide evidence of these as an appendix (Pass or Fail).
- 11.2 Describe your organisational structure (including an organisational structure chart) to show evidence of a dedicated New Homes and Land Department. (Chart - One side of A4. Description – max. 150 words, Max Score = 10)
- 11.3 Describe the professional qualifications and experience of the relevant staff who would be involved in the marketing and sale / sales progression of the homes at Greenview Mount. (One side of A4. Max Score = 10)
- 11.4 Provide evidence of a proven track record with newbuild shared ownership sales (including one of the two references required to be from a shared ownership seller) (One side of A4. Max Score = 10)
- 11.5 Confirmation of a database that would be utilised to market the homes at Greenview Mount. (Yes or No response required - Max Score = 10)
- 11.6 Confirmation of the capability to provide customers with access to free initial advice from an in-house mortgage advisor (Yes or No response required - Max Score = 10)

Maximum marks available for Quality = 60

- 11.7 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 LFPS, although the references will be obtained to give assurance / confidence in the tender responses.
 - (i) Company details: Company Background, services provided and location of base.
 - (ii) Dates and details of last audit (Financial, and relevant Accreditations).
 - (iii) Referees: minimum of 2 referees.
 - (iv) Contact details (to include email address) for follow up communication regarding your tender

12.0 Pricing Matrix

Item	Shared Ownership Home Sold	Price (excluding VAT and disbursements)
1	Shared Ownership Home Sold (per unit)	
	TOTAL	
	Additional / Optional recommendations (please provide detail)	

13.0 Form of Tender

Leeds Federated Property Services
Arthington House
30 Westfield Road
Leeds
LS3 1DE

TENDER FOR: Estate Agent 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 midday 16/11/2018
- (b) The lowest or any Tender will not necessarily be accepted by Leeds Federated Property Services 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 Property Services 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 Property Services Ltd must ensure that it does not contravene Schedule 1, Part 1 of the Housing Act 1996, i.e. Leeds Federated Property Services 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 Property Services Ltd therefore requires Tenderers to answer the following questions:

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

YES/NO (if yes please give details)

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

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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 Property Services Ltd.

YES/NO (if yes please give details)

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

YES/NO (if yes please give details)

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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	
<p>Tender Title: Estate Agent Services</p> <p>Return Date: 16/11/2018</p> <p>Deadline for Return: Midday</p> <p>Leeds Fed contact: Joanne Harrison</p>	<p>To: Joanne Harrison</p> <p>Leeds Federated Property Services</p> <p>Arthington House</p> <p>30 Westfield Road</p> <p>Leeds</p> <p>LS3 1DE</p>
<p>This label MUST be used to submit your tender</p> <p>There must be no other identifying markings anywhere on the envelope whatsoever</p>	<p>LEEDS FED USE ONLY</p> <p>Date received:</p> <p>Time Received:</p> <p>Initials:</p>

It is Leeds Federated policy not to consider LATE tender submissions

