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1. PURPOSE

- 1.1 The Department for Communities and Local Government (DCLG) (here after referred to as the Authority) requires a Potential Provider to carry out a socio-economic evaluation.
- 1.2 This evaluation will be on the matter of whether the partial transfer of Local Authority housing stock (under the Right to Transfer 2013 regulations)¹ to a new social landlord will have a significant detrimental effect on the provision of housing services or the regeneration of the local area.
- 1.3 This project is not about seeking advice on the legal validity of a transfer. A basic understanding of the legislation and guidance² regulating the transfer of Local Authority housing stock, including under the Right to Transfer 2013 regulations, will be advantageous but not essential.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

- 2.1 The Authority's remit is to create great places to live and work and to give more power to local people to shape what happens in their area.

3. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 3.1 The Authority is responsible for the Housing (Right to Transfer from a Local Authority Landlord) (England) Regulations 2013 ('the Right to Transfer Regulations), introduced in November 2013. The Regulations require Local Authorities to co-operate with a group of its tenants who wish to explore transferring their housing to a new landlord, and then to arrange a transfer if proposals gain the support of tenants (via a ballot).
- 3.2 The Right to Transfer Regulations allow Local Authorities to apply to the Secretary of State for a determination to halt the process if they believe the transfer will have a significant detrimental effect on their housing services or on local regeneration.
- 3.3 Cressingham Garden is an estate within the London Borough of Lambeth. The tenant group (Cressingham Gardens Community – CGC) for this estate wishes to transfer the estate to a new social landlord. The Cressingham Garden estate comprises 306 homes.
- 3.4 In 2012, LB Lambeth proposed demolishing the 306 properties and replace them with 464 new homes (of which 47% would be affordable, including at least 27 extra family homes at council rent).
- 3.5 On 25 April 2016, CGC submitted a formal Proposal Notice under Regulation 5 of the Right to Transfer Regulations to LB Lambeth requiring it to consider the transfer of property and land on these two estates to a housing association. If permitted, this would stop the Council's regeneration proposals for this estate. Regulation 10 of the

¹ <http://www.legislation.gov.uk/uksi/2013/2898/contents/made>

² <https://www.gov.uk/government/publications/the-housing-right-to-transfer-from-a-local-authority-landlord-england-regulations-2013>



Right to Transfer Regulations sets out the process following enactment of Regulation 5.

- 3.6 In response on 12 September 2016, LB Lambeth submitted a request to the Secretary of State, under Regulation 13 of the Right to Transfer Regulations, to determine whether CGC’s transfer proposal would have a significant detrimental effect on the provision of housing services in the area or the regeneration of the area.
- 3.7 In considering a determination request, the Right to Transfer Regulations and associated statutory guidance enables the Secretary of State to take a wide range of issues into account in considering whether a transfer will have a detrimental effect on the provision of housing services or regeneration.

4. DEFINITIONS

Expression or Acronym	Definition
Secretary of State	means Secretary of State for the Department of Communities and Local Government (DCLG).
Regulations	means The Housing (Right to Transfer from a Local Authority Landlord) (England) Regulations 2013 and associated statutory guidance.
Determination Notice	means the determination notice as defined by Regulation 13 of the Right to Transfer Regulations and associated statutory guidance.
Evidence	means the evidence submitted to the Secretary of State by both the London Borough of Lambeth and Cressingham Gardens Community in respect of the determination notice under Regulation 13 of the Right to Transfer Regulation submitted by LBHF.
LB Lambeth	means London Borough of Lambeth
CGC	means Cressingham Garden Community

5. SCOPE OF REQUIREMENT

- 5.1 The socio-economic evaluation by the Potential Provider should focus on the Evidence, in respect of the Determination Notice under Regulation 13 of the Right to Transfer Regulation submitted by LB Lambeth and CGC, as well as any other interested parties.
- 5.1.1 The evaluation will aim to assess the potential impacts that the proposed transfer of the Cressingham Garden Estates will have on the provision of housing services in the area of the Local Authority; and on the regeneration of the local area.
- 5.1.2 The Potential Provider is not required to provide expert advice on the viability of the proposed transfer.



6. THE REQUIREMENT

- 6.1 The Potential Provider will undertake a socio-economic evaluation on the matter of whether the partial transfer of a Local Authority housing stock to a new social landlord will have a detrimental effect on the provision of housing services or the regeneration of the local area.
- 6.2 The objectives will include reviewing Evidence submitted in respect of a Determination Notice submitted to the Secretary of State under Regulation 13 of the Right to Transfer Regulations.
- 6.3 The Potential Provider must decide on and develop an appropriate methodology, evaluation criteria and make proposals which fits with the scope of this Contract. The evaluation should consider the likely impact, both the positive and negative aspects, of the transfer on a comprehensive basis. The Potential Provider must set out clearly the reasoning and justification for the approach proposed and the cost implications, in order to meet the aims and objectives of the Contract and deliver the outputs.
- 6.4 Issues to consider may include how the loss of stock may affect provision of services and impact on the Local Authority Housing Revenue Account. When looking at the impact on regeneration, issues to consider may include: impacts on loss of land and property reducing the value to developers, impacts on employment, local economy, and creating a geographical coherent area. The evaluation should not include any legal consideration on the validity of the transfer.
- 6.5 The Potential Provider will present a work programme designed to meet the objectives, requirements and timetable as set out in Section 7, key milestones; and result in the delivery of the following outputs:
- An analysis of the potential costs and benefits to the provision of housing services or the regeneration of the local area as result of the proposed transfer in the form of a socio-economic evaluation;
 - Production of a report which provides an analysis and conclusions of the socio-economic evaluation (with any detailed data assessment included in annexes); and
 - A face-to-face presentation of outcomes to the Authority.
- 6.6 The delivery of this requirement is required to be conducted through a desk based study, focusing on the Evidence submitted to the Secretary of State by LB Lambeth and CGC as well as any other interested party, in relation to the Local Authority's Determination Notice. This is required to be a short desk based piece of work and one that does not require extensive research or interview of other parties which are outside of the scope of the Contract.

7. KEY MILESTONES

- 7.1 The Contract Term will be 9 weeks. The Potential Provider should note the following project milestones that the Authority will measure the quality of delivery against:



Milestone	Description	Timeframe
1	An initial face-to-face progress meeting with the Authority officials, including presentation of draft work programme and proposed socio-economic evaluation methodology that will deliver the objectives and outputs of the project.	Within 1 week of Contract award and receipt of the Evidence supplied by the Authority
2	Draft report showing preliminary findings submitted to the Authority by email. Report must include an analysis of the potential costs and benefits to the provision of housing services or the regeneration of the local area as a result of the proposed transfer. This should be in the form of a socio-economic evaluation (with any detailed data assessment included in annexes).	Within week 4 of Contract Award
3	A face-to-face progress meeting to discuss the draft report submitted to the Authority.	Within week 6 of Contract Award
4	Final report submitted to the Authority by email.	Within week 9 of Contract Award

8. AUTHORITY'S RESPONSIBILITIES

- 8.1 Hard copy of the Evidence will be supplied to the Potential Provider by the Authority within one working day of Contract Award. This will be by secure courier delivery. The Potential Provider will need to ensure arrangements are in place to sign for the documents on arrival.
- 8.2 On completion of the Contract the Authority will collect the Evidence by secure courier delivery. The Potential Provider will need to ensure the Evidence is ready for collection and packaged appropriately for transport within two weeks after the Contract is deemed completed.

9. REPORTING

- 9.1 The Contract will be managed by an official of the Authority who will act as nominated officer responsible for the day to day management of the Contract.
- 9.2 Planned project meetings with the Potential Provider will occur throughout the duration of the Contract by telephone on a weekly basis. Exceptions will be when the project meeting may be combined with progress meetings set out in Section 7, Key Milestones which will be held at the Authority's offices at Fry Building, 2 Marsham Street, London, SW1P 4DF.

OFFICIAL



10. VOLUMES

- 10.1 All work is to be completed within the timeframes set in Key Milestones section 7.1 and will be completed within 9 weeks.

11. CONTINUOUS IMPROVEMENT

- 11.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 11.2 The Supplier should present new ways of working to the Authority during weekly Contract review meetings.
- 11.3 Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

12. SUSTAINABILITY

- 12.1 Not applicable

13. QUALITY

- 13.1 The quality of the delivery will be measured by the achievement of the activities as specified by the Authority throughout the Contract phase. The Authority will provide feedback through weekly catch up meetings, on the contractor's quality of delivery including demonstration of progress.

14. PRICE

- 14.1 Prices are to be submitted using Appendix E, Pricing Schedule and should be excluding VAT.
- 14.2 The budget for this work is £24,000 (excluding VAT). If there are any bids exceeding this value they will be deemed non-compliant.

15. STAFF AND CUSTOMER SERVICE

- 15.1 The Authority requires the Potential Provider to provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service to all Parties.
- 15.2 Potential Provider's staff assigned to the Contract must have the relevant qualifications and experience to deliver the Contract.
- 15.3 The Potential Provider shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract, as set out in Section 3 of Appendix C - Terms and Conditions.



16. SERVICE LEVELS AND PERFORMANCE

16.1 The Authority will measure the quality of the Supplier’s delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Communication	Brief progress report by email against agreed work programme milestones circulated by the Contractor no later than one working day before weekly project and/or progress meetings between the Authority’s Contract/project officers and Contractor’s Contract/project managers	100%
2	Project Management	All action points from the project and/or progress meeting (as per agreed milestones in the work programme) circulated and agreed one working day after project and/or progress meetings	100%
3	Delivery	Draft and final reports to be circulated 2 working days prior to scheduled progress meetings	100%
4	Completion	Final report accepted and approved by the Authority and presentation of findings no later than 6 weeks after Contract Award	100%

16.2 If the Potential Provider fails to meet the targets noted in 7.1, the Authority reserves the right to instigate section 16 of the terms and conditions set out in Appendix C.

17. SECURITY REQUIREMENTS

17.1 The Potential Provider will be required to keep the Evidence for assessment supplied by the Authority securely in their UK offices. When not in use the Evidence should be stored in a locked cabinet with the key removed. If the Evidence is removed from the Potential Provider’s premises for any reason the responsible person should have due regard to the confidential nature of the documents and ensure they are kept safe and secure.

18. INTELLECTUAL PROPERTY RIGHTS (IPR)

18.1 Any products or services developed by the supplier during the contract period will remain intellectual property of the supplier. However, DCLG will be granted royalty-free access in line with terms and conditions.



19. PAYMENT

- 19.1 Payment can only be made following satisfactory delivery and acceptance of the milestones and deliverables set out in Section 7 (“Key Milestones by the Authority”).
- 19.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 19.3 All invoices must reference the Authority’s purchase order number.

20. ADDITIONAL INFORMATION

- 20.1 To allow the Potential Provider the opportunity to accurately evaluate the amount of work this Contract will entail, the following table provides an estimation of the document involved.

Evidence Supplied	Quantity
LB Lambeth	1 lever arch file approx. 79 A4 sheets
CGC	1 small file approx. 100 A4 sheets

21. LOCATION

The location of the Services will be carried out at the Suppliers own premises.