09 May 2017

Dear Sir or Madam:

Invitation to Tender: Property Advice – Dispersed Working

Reference Number: BIG001-0848

You are invited by the Big Lottery Fund (the Fund), to tender for the above referenced Contract. Our requirements are contained in this ITT document.

The Contract Terms and Conditions that you will be required to sign up to are available to view at this link: <http://www.biglotteryfund.org.uk/index/about-uk/procurement_portal.htm>.

The Preferred Bidder will not be permitted to enter into any negotiations on the terms of the Contract. Any attempt to negotiate amendments will breach the terms of this ITT and will result in the Preferred Bidder being excluded from the tender process. In such circumstances the Fund reserves the right to invite the next highest scoring Bidder to enter into the Contract.

You must follow all the instructions set out in this Invitation to tender when responding to it. The deadline for submission is **12.00 (Noon) on 22nd May 2017**. Failure to provide all information required will result in rejection of the tender.

Yours faithfully,

Melissa Eaglesfield

**Big Lottery Fund**

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# **SECTION ONE**

# **INSTRUCTIONS TO BIDDERS**

1. **General Information** 
   1. This is an invitation only. The Big Lottery Fund reserves the right to vary any or all parts of the information contained in the Invitation to Tender.
   2. The Big Lottery Fund intends to accept the tender which scores the most marks against the criteria set out below. The Big Lottery Fund at its sole discretion, reserves the right to accept or reject any tender. The Big Lottery Fund does not bind itself to accept the lowest priced or any tender and shall not be liable for any costs incurred in the production of your submission.
   3. The Big Lottery Fund reserves the right to change the timing or any other aspect of the procurement process or to cancel the procurement process at any stage or not to proceed with the procurement for any reason whatsoever without prior notice. Under no circumstances will the Big Lottery Fund or any of its advisers be liable for any costs or expenses incurred by Bidders and/or their members in this procurement.
   4. The Big Lottery Fund reserves the right not to disclose information that it feels would put them at a commercial or unacceptable contractual disadvantage.
   5. Tenders, all documents and all correspondence relating to the tender must be written in English.
   6. The Big Lottery Fund may evaluate the financial status of the Preferred Bidder by reviewing its audited accounts for example to ensure contracting with it does not pose a risk to the Big Lottery Fund. Where the Big Lottery Fund considers the bidder does not have the financial capability to carry out the contract, it reserves the right to appoint the next highest placed bidder as Preferred Bidder (subject to the same assessment).
2. **Tender Documents**
   1. Tenders shall be submitted in accordance with the following instructions.
   2. All pages of the tender shall be sequentially numbered (including any forms to be signed and returned).
   3. The bidder is expected to examine all of the instructions, forms, Contract and specifications that comprise the tender documents. Unless the bidder provides all of the information required the tender will be rejected. If you have any queries about the information that must be submitted then you must raise them prior to the tender deadline in accordance with 3 (clarification) below.
   4. All information issued in connection with the Invitation to Tender remain the property of the Big Lottery Fund and are to be used solely for the purpose of tendering.
   5. **The Preferred Bidder will not be permitted to enter into any post tender negotiations on the terms of the Contract. Any attempt to negotiate amendments will breach the terms of this ITT and will result in the Preferred Bidder being excluded from the tender process. In such circumstances the Fund reserves the right to invite** **the next highest** **scoring bidder to enter into the Contract.**
3. **Clarification**
   1. If you require clarification with respect to the contents of this ITT or this ITT process, please email  [**procurement@biglotteryfund.org.uk**](mailto:%20%20%20%20%20%20%20%20%20%20%20%20%20%20%20%20%20%20%20%20%20%20%20%20%20%20%20%20%20%20%20%20%20%20procurement@biglotteryfund.org.uk)Questions or requests for clarification must be submitted prior to the closing date for the submission of questions.
   2. The Big Lottery Fund will distribute questions and responses (without identifying the author of the question) to all bidders involved in the Tender save where the Big Lottery Fund considers the question and response to be commercially sensitive.
4. **Schedule of Charges**
   1. Bidders shall complete Section Three, against each capitalised description, detailing a total and full cost for the service provision.
   2. The rates and or percentage charges entered in Section Three shall be deemed to include complete provision for full compliance with the requirements of the Contract.
   3. The rates and or percentage charges contained within Section Three are, unless otherwise expressly agreed between the parties, firm and fixed and will not be subject to any variation.
   4. The Charges must be quoted in pounds sterling and inclusive of VAT.
   5. The Big Lottery Fund reserves the right to discuss and agree with the Contractor a maximum sum for all expenses.
   6. **ANY ATTEMPT TO QUALIFY PRICING OR INCLUDE ASSUMPTIONS IN THE SCHEDULE OF CHARGES THAT YOU ARE REQUIRED TO SUBMIT WILL RESULT IN THE REJECTION OF YOUR TENDER.**
5. **Timetable**

The indicative timetable for the procurement is as follows:

| **Key Actions** | **Dates** |
| --- | --- |
| Issue of Invitation to Tender | 09 May 2017 |
| Closing Date for Questions | 16 May 2017 12.00 Noon  The Fund will upload responses to clarification questions on the Contracts Finder site regularly and it is the bidder’s responsibility to review it regularly. |
| Tender Return Deadline and initial review/evaluation of tenders | 22 May 2017 12.00 Noon |
| Initial evaluation of tenders | Week Commencing 22 May 2017 |
| Clarification and identify preferred bidder | Week Commencing 29 May 2017 |
| Contract Award | Week Commencing 29 May 2017 |
| Contract Work Commencement Date | Week Commencing 05 June 2017 |

\*The Big Lottery Fund may vary these dates.

\*The Fund reserves the right to carry out clarifications via email or by inviting Bidders to a clarification meeting.

In order to ensure that both the Fund’s and Bidder’s resources are used appropriately, the Fund will only invite the top two or three (depending on the closeness of scores) highest scoring bidders to attend a clarification meeting.

Scores will be moderated based on any clarifications provided during this meeting.

1. **Legal Documentation**
   1. Achieving greater transparency of public sector procurement and contracting

Government has set out the need for greater transparency across its operations to enable the public to hold public bodies and politicians to account. This includes commitments relating to public expenditure, intended to help achieve better value for money.

As part of the transparency agenda, Government has made the following commitments with regard to procurement and contracting:

* All new central government tender documents for contracts over £10,000 and Contracts over £10,000 to be published on a single website from September 2010, with this information to be made available to the public free of charge.

Bidders should be aware that if your organisation is awarded this contract, the resulting contract between you and the Big Lottery Fund will be published. In some circumstances, limited redactions will be made to some contracts before they are published in order to comply with existing law and for the protection of national security.

* 1. Bidders must complete and return all documents in Section 3
* Annex 1 Response to Tender and Evaluation Criteria
* Annex 2 Schedule of Charges
* Annex 3 Bidders Detail
* Annex 4 Form of Tender

Part 1 Declaration

* Annex 5

Part I: Transparency Requirements

Bidders shall notify The Big Lottery Fund of any errors, omissions or details contained within the documents, which precludes them from tendering for this service.

* 1. Where a group of companies are bidding jointly for this Contract, they will need to have in place a robust partnership agreement outlining the individual roles and responsibilities of each in relation to the delivery of the Contract. BIG will need to see a copy of this agreement as part of the tender process. When such consortium tenders are submitted, a lead bidder needs to be clearly identified as it will be with them that the Contract will be held and they will be the contractor and ultimately be accountable for its overall delivery.
  2. **Bidders are required to detail within their tender submission if it is their intention to sub contract any element of the services detailed in section 2, ‘Scope of Works’.**
  3. **NB: Bidders must declare any known or potential conflicts of interest.**

1. **Submission Of Tenders**
   1. Bidders must submit **an electronic copy of your tender submission in a zip folder to** [**procurement@biglotteryfund.org.uk**](mailto:procurement@biglotteryfund.org.uk)no later than **12.00 Noon on 22nd May 2017.** The subject line should be as follows;

“**TENDER REF NO.** <FC>Description<format></format></FC>

Tenders received after that time will not be considered and it is your responsibility to ensure the tender is submitted in a zip file and that we have received it. If you do not submit the information in this way it may be too large for our email inbox and we will not receive it.

* 1. By submitting a tender, the bidder agrees to keep that tender open for acceptance by the Big Lottery Fund for **60** days following the closing date for submission of tenders.
  2. The Big Lottery Fund does not bind itself to award a contract or contracts and shall not be liable for any costs incurred in the production or submission of ITT. Under no circumstances will the Big Lottery Fund or any of its advisers be liable for any costs or expenses incurred by Bidders and/or their members in this procurement.

1. **Notification Of Award Of Contract**
   1. The issue of a signed Contract shall constitute the Big Lottery Fund’s acceptance of the tender.

# **SECTION TWO-SCOPE OF WORK**

1. **Introduction**

The Big Lottery Fund (the Fund) is seeking to appoint a contractor to provide specialist property advice to support a move to dispersed working across England, including the creation of three new hubs, modification to existing office and identification of other flexible desk space across the country as required.

1. **Background**

The Big Lottery Fund is responsible for delivering £700m of lottery money to good causes every year. Through our funding and support, we are committed to building on peoples strengths, to deliver improvements to communities and the lives of people most in need.

In April 2015 the Fund launched a new strategic framework setting out our vision of 'people in the lead', and six principles which guide all of our work. Our strategic framework can be found here: <https://www.biglotteryfund.org.uk/about-big/strategic-framework>

As part of our commitment to being an excellent grant-maker we want to work in a more local and connected manner, close to our customers and stakeholders. To do this we need to rethink the way we work and where we are located.

1. **The Requirements**

Advice to enable us to develop a flexible property portfolio in England, which reflects our vision and principles, and enables us to:

* Be physically present in the communities we support
* Be in spaces that reflect and encourage our vision
* Confidently invite customers and stakeholders in, to discuss ideas, collaborate with others and seek support
* Fulfil our environmental aspirations
* Be an asset to the communities in which we are based
* Utilise the facilities and supplier of the local community for their benefit (e.g. utilising social enterprises)

In practice this is likely to mean:

* A property portfolio in England that covers 6 areas of the country
* A new place that can be considered a ‘hub’ for working in the each of the new areas (likely to be in Manchester, Exeter and Leeds)
* Utilising existing space in Birmingham, London and Newcastle for the other three areas
* Differing set-ups in different areas of the country (some fixed offices in hubs, some shared spaces, some rented desks, utilisation of other organisations spaces etc.)
* Different costs for different areas of the country
* New working arrangements for dispersed staff
* New processes for property management and support (including hospitality and venue hire)

We do not currently have all of the in-house expertise to make this major change, and we therefore require the following:

* Advice on sourcing three new locations for offices in Exeter, Manchester and Leeds
* Advice on securing flexible space in 6 regions (Midlands, Yorkshire and Humber, North West, North East, South East, South West) which may mean co-locating with other organisations on a flexible basis so that staff who work further afield from the main office are able to access desk space when required (see below)
* Arranging moves and any refits for these offices
* Reconfiguring space in our Newcastle office, in line with changing resource numbers and requirements
* Considering appropriate use of any vacant or unused space in Birmingham
* Mentoring and developing three Facilities Managers and the senior lead to manage these changes in the future
* Supporting the identification of appropriate contractors, developing plans and overseeing works
* Providing the Fund with advice on appropriate materials and specifications
* Providing advice on costs and running the project within budget
* Acting as direct interface with contractors
* Working as part of the overall project team
* Reporting on progress

While our final space requirements for each of the 6 hubs are still being refined, our current assumptions are as follows:

* Manchester – space for approximately 10 permanent staff and up to 20 occasional users, formal meeting room space and access to collaboration/informal meeting space
* Leeds – space for approximately 10 permanent staff and up to 10 occasional users, formal meeting room space and access to collaboration/informal meeting space
* Exeter – space for approximately 7 permanent staff and up to 10 occasional users, formal meeting room space and access to collaboration/informal meeting space
* Birmingham - We anticipate that we have sufficient space in our Birmingham with minimal change to layout required.
* London – work is currently in progress to add an additional 16 desks to our office, which should meet our requirements
* Newcastle - we are likely to reduce numbers but are under lease to retain three floors until 2021. We will therefore require advice on reconfiguring the space we have to be more in line with our vision and within a modest budget (TBD).

We may also require flexible desk space (i.e. not permanent) of not more than 1 or 2 in each of the following areas:

* Tees Valley
* South Yorkshire
* Liverpool
* Lancashire and Blackpool
* South Coast
* Brighton
* Canterbury
* Home Counties
* Essex/Herts
* Bedford
* Stoke on Trent
* Nottingham
* Northampton
* Lowestoft
* Cornwall
* Bristol

The successful bidder will have access to the following internal resource to support this work:

* Deputy Director, Corporate Processes to oversee project
* Dedicated project support to focus on administration, planning and engagement
* Three Facilities Managers to support scoping, moves and budget – each one responsible for two geographic areas Facilities staff in Birmingham, London and Newcastle to support moves across England
* Property solicitor

**4. Required Service Levels**

The successful bidder will be required to work closely with the internal resources detailed above, and have weekly telephone or face to face meetings with the contract manager. A progress report should be submitted at the end of each month of the contract.

**5. CONTRACT TERM**

The Contract is for a term of 9 months and the Fund shall have the option to extend for up to a further 6 months.

**6. COMMUNICATION AND ACCOUNTABILITY**

The Service Provider will maintain excellent communications with the Fund at all times ensuring that it is well informed, aware of issues and central to decision making in relation to progress. The successful bidder will:

* Identify a named contact acting as **Contract Manager**. The designated person will carry prime responsibility for the contract and will be the Accountable Officer
* Identify a named contact person as **Service Manager**. The designated person will carry prime responsibility for the delivery and implementation of services under this contract. The Service Manager and Contract Manager can be the same person, provided they have the relevant skills
* The Contract Manager/Service Manager will liaise with and take instruction from the Fund’s Contract Manager.

**The Service Provider must provide the following deliverables to the Fund:**

**DELIVERABLES**

|  |  |
| --- | --- |
| Action | Due Date/timescale |
| Project Plan | 23 June 2017 |
| Monthly progress report | By last working day of each month of contract |
| Identified new properties and options for flexible working | 30 July 2017 |
| Detailed move plans | 15 September 2017 |

**\* The Fund reserve the right to amend this timetable where required.**

# **SECTION THREE**

## **ANNEX 1**

**Response to Tender & Evaluation Criteria**

You are required to respond to **ALL** of the criteria below. To assist our evaluation of your tender submission, please ensure you clearly cross-refer your responses to the assigned numbers. Any relevant supporting tender documentation must also be clearly identifiable by a criteria number.

Initially we will evaluate your tender to see if you meet our **minimum PASS/FAIL CRITERIA** set out below.

**Bidders who do not pass all the Pass/Fail criteria below will be excluded from further consideration in the competition (i.e. their tenders will not be evaluated further and will be excluded from the competition).**

**Pass/Fail Criteria**

|  |  |
| --- | --- |
| **Pass Fail Criteria A** | PASS/FAIL |
| The Fund requires the provider to have a minimum of 3 years relevant experience successfully delivering similar projects.  Please provide Evidence of 3 years’ experience of undertaking similar projects (similar in scale, value and complexity) successfully and supporting references demonstrating this.  The customer contact should be prepared to speak to the purchasing organisation to confirm the accuracy of the information provided)). |  |

# 

|  |  |
| --- | --- |
| **Pass Fail Criteria B** |  |
| Bidders must have a formal quality management system in place.  Please provide evidence (documentation or certificates) demonstrating you have a formal quality management system in place. |  |
| **Pass Fail Criteria C** |  |
| Bidder has submitted a complete tender that accords with every instruction and requirement set out in this ITT. |  |
|  |  |
|  |  |

**If you pass all of the pass/fail criteria set out above, we will evaluate your tender response using quality and price criteria which are set out below.**

Your Bid will be scored out of 100. **60% of the marks will be allocated to your response to the Quality Questions Below**. Each question will be scored using the methodology in the Table below.

Your overall score for each question will be calculated by multiplying the quality score you receive with the weighting for that question, set out below. This score will then be divided by the maximum available score for this Quality Criterion **(300)** and multiplied by **60%** to get your final score for that question.

Example: assume Bidder A scores 3 for Question 1: the formula is **3 x 20 = 60, (60/300) x 60 = 12% out of 100.**

**40% of the marks will be available for your Price Proposal**. The methodology for scoring price is set out further below.

Please note – Though questions are numbered, this does not relate to any order of importance.

Your responses should be supported by evidence/previous successful implementation of proposed solution for meeting our requirements.

**Please note – Though criteria are numbered, this does not relate to any order of importance**

|  |  |  |
| --- | --- | --- |
|  | **Evaluation Criteria (sample questions –please amend having regard to your particular circumstances).**  **Quality: (60%)** | **weighting** |
| Question:1 | Provide a methodology summary of your proposed approach to delivering the aims of this project set out in Section 2 and how your approach will ensure that the project is completed within time and to budget. | **20** |
| Question 2 | Please set out your approach to knowledge transfer and developing in-house staff over the course of this project | **10** |
| Question 3 | Please identify the risk to delivering this project to time and budget and your proposals for mitigating them. | **10** |
| Question 4 | Demonstrate how you will monitor quality and comply response times on an ongoing basis. | **10** |
| Question 5 | Demonstrate how you will meet high levels of customer service standards throughout this project implementation phase, particularly given the demanding time scales. | **10** |
|  |  |  |

Responses to each question above will be allocated a score based on the methodology contained in the table below. This score will then be multiplied by the weighting in the column on the right.

**Quality Questions scoring methodology**

|  |  |  |
| --- | --- | --- |
| **0** | **Poor** | No response or partial response and poor evidence provided in support of it. Does not give the Fund confidence in the ability of the Bidder to deliver the Contract. |
| **1** | **Weak** | Response is supported by a weak standard of evidence in several areas giving rise to concern about the ability of the Bidder to deliver the Contract. |
| **2** | **Satisfactory** | Response is supported by a satisfactory standard of evidence in most areas but a few areas lacking detail/evidence giving rise to some concerns about the ability of the Bidder to deliver the Contract. |
| **3** | **Good** | Response is comprehensive and supported by good standard of evidence. Gives the Fund confidence in the ability of the Bidder to deliver the contract. Meets the Fund’s requirements. |
| **4** | **Very good** | Response is comprehensive and supported by a high standard of evidence. Gives the Fund a high level of confidence in the ability of the Bidder to deliver the contract. Exceeds the Fund’s requirements in some respects. |
| **5** | **Excellent** | Response is very comprehensive and supported by a very high standard of evidence. Gives the Fund a very high level of confidence the ability of the Bidder to deliver the contract. Exceeds the Fund’s requirements in most respects. |

**Price scoring methodology: 40 % overall**

Price: The evaluation of price will be carried out on the Schedule of charges you provide in response to Annex 2 Table A

|  |  |  |
| --- | --- | --- |
| Price Criterion  **Question** | 40 marks will be awarded to the lowest priced bid and the remaining bidders will be allocated scores based on their deviation from this figure. Your fixed and total costs figure in Table A will be used to score this question.  For example, if the lowest price is £100 and the second lowest price is £108 then the lowest priced bidder gets 40% (full marks) for price and the second placed bidder gets 36.8% and so on. (8/100 x 40 = 3.2 marks; 40-3.2 = 36.8 marks) | **%** |

## **The scores for quality and price will be added together to obtain the overall score for each Bidder. The Bidder with the highest score will be the preferred Bidder.**

**ANNEX 2**

# **Schedule of Charges**

Bidders must complete the schedule of charges table A below estimating the number of days and travel and subsistence costs associated with their bid. The total fixed price will be inclusive of VAT and inclusive of expenses and all costs to be incurred.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **TABLE A:**  **(firm and fixed costs)** | | **e.g. Project Manager/ Director** | **e.g. Senior Consultant/manager/researcher** | **Junior**  **Consultant/equivalent** | **Total days** | **Total Fees** |
|  | | ***e.g. £500*** | **e.g. £300** | **e.g. £200** |  |  |
|  | ***Quantity*** |  | | |  |  |
| Inception meeting to agree plans and finalise requirements with the Fund | *1* | *e.g. 0.5* | *1* | *1.5* | *3* | *850* |
| Other (insert additional rows to include other deliverables as per section two of the tender) |  |  |  |  |  |  |
| *[Add as necessary]* |  |  |  |  |  |  |
| Expenses |  |  |  |  |  |  |
| Travel and subsistence |  |  |  |  |  |  |
| Other (non-staff) costs –  *Please specify* |  |  |  |  |  |  |
| **Sub-total** | | | | | |  |
| **VAT** | | | | | |  |
| **Total Costs including VAT and expenses (this figure will be used for the purposes of allocating your score for the price criterion and must cover the cost of meeting all our requirements )** | | | | | |  |

Notes: The Fund reserves the right to reject abnormally low tenders.

**You should not submit additional assumptions with your pricing submission. If you submit assumptions you will be asked to withdraw them. Failure to withdraw them will lead to your exclusion from further participation in this competition.**

**ANNEX 3**

**Bidder’s Details**

| **Company Details** | |
| --- | --- |
| **1.** | **Registered Company Name:** |
| **2.** | **Company Registration Number:** |
| **3.** | **Main Operational address for the service:** |
|  | **Tele:** |
|  | **Fax:** |
|  | **Email:** |
|  |  |
| **4.** | **Address for all contractual correspondence –** |
|  | (If one of the above, please specify) |
|  |  |
|  |  |
|  |  |
| **5.** | **Address for all service management correspondence** |
|  | (If one of the above, please specify) |
|  |  |
|  |  |
|  |  |
| **6.** | **Contacts:** |
|  | **a. Responsible Person for the Contract** |
|  | Tele: |
|  | Fax: |
|  | Mobile: |
|  | Email: |
|  |  |
|  | **b. Responsible Person for the Service:** |
|  | (If different to the above) |
|  | Tele: |
|  | Fax: |
|  | Mobile |
|  | Email: |
|  |  |
| **7.** | **VAT registration Number (if applicable)** |
|  |  |
| **8.** | **Payment Details** |
|  | Account Name: |
|  | Bank Name: |
|  | Address: |
|  | Sort Code: |
|  | Account Number: |
|  |  |

## **ANNEX 4**

# **Form of Tender**

# **Part I – Declaration**

##### **Note: The Bidder is to type the following on its own letter headed paper**

Dear Big Lottery Fund

**CONTRACT FOR Tender Title: BIG001-0848 Property Advice – DISPERSED WORKING** **(‘the Contract’)**

Having examined the proposed Contract comprising, we do hereby offer to enter into a Contract with THE FUND on the terms and conditions in the said Contract.

We undertake to keep the Tender open for acceptance by THE FUND for a period of sixty (60) days from the return date.

We declare that this is a bona fide Tender, intended to be competitive, and that 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. We further declare that we have not done, and we undertake that we will not do, any of the following acts prior to award of this Contract:

1. *Collude with any third party to fix the price of any number of Tenders for this Contract;*
2. *Offer, pay, or agree to pay any sum of money or consideration directly or indirectly to any person for doing, having done, or promising to be done, any act or thing of the sort described herein and above.*

We understand that you are not bound to accept the lowest priced, or any, Tender.

Signed:

Date:

Name:

In the capacity of:

Duly authorised to sign tenders for and on behalf of:

**ANNEX 5**

# **Part I:** **Transparency**

# Note: In compliance with the Government’s transparency agenda, all Big Lottery Fund contracts over £10,000 (net of recoverable VAT) issued on or after 1 January 2011 will be published on the Government’s Contracts Finder website. We are required to publish contracts in full, and as a minimum must publish the specification, terms and conditions and associated schedules (which may include the winning bidder’s bid).

# In limited circumstances redactions can be made prior to publication to protect certain types of information. Redactions are permitted in line with the exemptions set out by the Freedom of Information Act 2000. Examples of information which may be exempt under the FOIA include: personal data; information amounting to a trade secret; and information which if disclosed would or would be likely to prejudice the commercial interests of any person.

# If the Bidder believes redactions ought to be made, these should be identified by the Bidder in the following table on their own letter headed paper. Bidders must provide explicit justification and reasoning for each redaction requested. The Big Lottery Fund is responsible for determining in its absolute discretion whether any information is exempt from publication.

**CONTRACT FOR Tender Title: BIG001-0848 Property Advice – dispersed working**

|  |  |
| --- | --- |
| **Contract clause or section of tender to be redacted** | **Justifications for redaction** |
|  |  |