



Department for Levelling Up,
Housing & Communities

REQUEST FOR INFORMATION (RFI)

FOR

CPD4121141 – CLIENT-SIDE PROVIDER SERVICES

ON BEHALF OF

THE DEPARTMENT OF LEVELLING UP, HOUSING & COMMUNITIES

1. PURPOSE

1.1 The Department for Levelling Up, Housing, and Communities (DLUHC), 'The Authority,' is pleased to announce the launch of Market Engagement regarding the proposed procurement of a Client-Side Provider (CSP) function that will support the Building Remediation Programme. The purpose of the engagement is to:

- Ascertain market capacity, demand, and capability and level of potential bidder interest in the requirement
- Ascertain potential bidders' capability to the outcomes/commitments of the proposed Social Value theme (Fighting Climate Change and Policy Outcome: Effective stewardship of the environment)

1.2 In issuing this Request For Information, the Authority is not bound in any way to proceed with the proposed procurement. DLUHC reserves the right to:

- Cancel all or part of this RFI at any stage and at any time;
- Amend, clarify, add to or withdraw all or any part of the RFI at any time.

2. BACKGROUND AND SCOPE OF REQUIREMENT

2.1 The Providers of the CSP function will be critical and accountable partners to the Authority to drive delivery of the £3.5bn tranche of funding to remediate buildings with unsafe non-Aluminium Composite Material (ACM) cladding. The Service Providers will guide the assignation of all funding on the Building Safety Fund as well as the completion of the ACM programme. Overall, the Authority is providing £5.1bn to address the fire safety risks caused by unsafe cladding on high-rise residential buildings to protect residents and leaseholders from costs, prioritising the highest risk buildings.

The CSP function will be delivered through two lots:

- Lot 1 'Technical Side Provider'
- Lot 2 'Operational Integrator Provider, these are referred to as 'the Service Providers'.

Prospective bidders will have the opportunity to compete for Lot 1, or Lot 2 or both lots with a direct offer of preferred bidder/contract on offer for each lot.

2.2 The Service Providers will prioritise and co-ordinate activities directly with agents of private and social sector owners of high-rise buildings, as well as other Delivery Partners including the Greater London Authority and Homes England. The Providers will be responsible for driving forward the pace of delivery and will proactively escalate and intervene where delivery is off track.



Lot One:

The Technical Provider will be the programme's visible front end. It will drive pace through providing critical technical services and will hold working relationships with applicants, driving them to make decisions promptly and do all they can to remediate buildings with potentially unsafe cladding as quickly as possible. The Supplier will be accountable for progressing buildings through the stages of the building eligibility pipeline, culminating in the commencement of remediation works, and will be responsible for accelerating this wherever possible. The Supplier will use its technical expertise and closeness to applicants' experiences (and problems) to take responsibility for recommending improvements to processes which it will implement; the programme should always be improving.

The Technical Provider must comprise a mix of technical expertise (chartered surveyor or chartered engineers) and project management specialists.

Lot Two:

The Operational Integrator Provider will deliver operational management and oversight; development, management and delivery of the programme's end to end plan for buildings entering the fund through to funding approval and thence to remediation completion; leadership on continuous improvement and programme redesign workstreams; co-ordination activities with Client Side Support Providers (CSSPs) who provide close contact project support to applicants to ensure accurate reporting and monitoring and to ensure a programme of works is put in place; and will engage with the wider construction industry as required. The Provider will therefore be an accountable and empowered programme partner responsible for driving results through all parties: it will assure activities of key programme partners and may be responsible for management of other programme contractors.

Both Service Providers will remain engaged with wider Departmental teams: supporting related pilot activities to deliver DLUHC's building safety objectives and remaining alert to relevant policy changes.

The programme is data driven: adaptable engagement with evolving data needs and collation of all information received to allow ready analysis will help future proof forthcoming requirements. To support the programme's use of data, the Service Providers will collect, collate, assure and present data proactively to help DLUHC monitor the programme's progression and to guide future policy and operational decisions. In doing so, the Service Providers will collaborate closely with the programme's central data teams, providing ready access to core (and raw), as well as cleaned and assured, data products which the Providers custode.

The Service Providers will be committed to continuous improvement; taking responsibility for evolving and refining the operating model and using technical experience to drive pace, proportionality, prioritisation and completeness throughout the programme.

The Operational Integrator Provider must include project management specialists. It is not mandatory to include Building or Chartered Surveyors and chartered engineers.



3. COMPETITION

3.1 Prior Information Notice – future opportunity ‘DLUHC Client Side Provider Services’

- Published Contracts Finder: 4th January 2023

<https://www.contractsfinder.service.gov.uk/Notice/f40d9f31-13af-4f7b-aa29-ae1ccb8b9a81>

- Published Finder A Tender: 5th Jan 2023

<https://www.find-tender.service.gov.uk/Notice/000274-2023>

3.2 A competitive tender is likely be conducted via an Open Procedure and will be managed using the Authority’s e-tendering system (Atamis). All potential bidders should access the link below in order to view further information:

<https://www.atamis.co.uk/>

For assistance in how to login/register on the portal please email:

support@atamis.co.uk.

A full suite of tender documents including revised information regarding the service to include budget, contract start and end dates etc will be made available when the competition is formally launched.

3.3 Indicative Procurement Timetable

DATE	ACTIVITY
4 th Jan 2023	Publication of PIN
20 th Jan 2023	Market Engagement / Request for Information
Midday 27 th Jan 2023	Return date for Request for Information
31 st Jan 2023 13:30-15:00	Bidder Information Event Hosted by the programme Senior Responsible Official at Department for Levelling Up, Housing and Communities at 2 Marsham Street, London, SW1P 4DR A Microsoft Teams link for those unable to attend in person will be provided.
24 th Feb 2023	Competition Launch
3 rd April 2023	Deadline for potential provider bid submissions
April- May 2023	Bid Evaluation
Early June 2023	Standstill (10 days)
Mid-June 2023	Contract Award
June- July 2023	Proposed Service Commencement



3.4 Contract Terms and Conditions and Contract Term

The terms and conditions that will govern the contract are Model Services Contract:

[Model Services Contract](#)

The CSP function will be required initially from early July 2023 until end March 2025 (with scope to extend for a further two years at the Authority's sole discretion). The estimated overall total contract value of the Contract for the full term (should the Authority exercise its right to extend the duration) is between £20,000,000 up to a maximum value of £25,000,000 (excluding VAT) split across both Lots. The initial term is 2 years with 2 x 12-month optional extension periods. Contract extension options will be set at increments of maximum 4 x 6 months subject to demand and quarterly review and shall be exercised at the Authority's sole discretion.

4. BACKGROUND TO THE CONTRACTING AUTHORITY

4.1 DLUHC's aim is to help create great places to live and work right across the country and to back communities to come together and thrive. Their responsibilities include:

- Level up all parts of the country to create more opportunities, better jobs and boost living standards.
- Deliver more, better quality and greener homes – including introducing the biggest building safety changes in a generation, building more affordable homes and creating Generation Buy.
- End rough sleeping; and reducing homelessness.
- Oversee a sustainable and resilient local government system that delivers the key services we all rely on.

5. INDICATIVE EVALUATION CRITERIA AND KPI'S

5.1 All eligible and compliant bids received for Lot 1 and 2 will be assessed using the following evaluation criteria/methodology:

Criteria	Weighting
Quality / Technical	90%
Social Value	10%
Price	Price Per Quality Point (PQP)

Lowest PQP = Most economically advantageous tender (MEAT) derived as follows:



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Price

Quality Score = PQP

Total minimum quality score threshold 70%

Please note that the above criteria are subject to change in the development of the competition requirements. Your feedback will help us to ensure that the evaluation criteria applied is fair and proportionate to the requirement.

5.2 KPI's

Lot one: Technical Provider: proposed KPIs

A portion of the proposed KPIs have financial implication metrics attached to them. These are pass/fail KPIs, DLUHC will review these at a monthly meeting with the Supplier. This meeting will agree if there are extenuating circumstances which allows the Authority to accept missed KPIs without invoking financial implications: this decision is at the sole discretion of DLUHC. Scores against these KPIs will be published.

KPIs with a fee compensation metric attached

1	Prompt engagement	<p>Deliver 100% of products or projects to agreed upon deadlines.</p> <p>Respond to 100% of Requests for Information directed to the Supplier within 1 working day. Where the information is not immediately available, to set out a plan to obtain the required information within six working hours and agree to a revised deadline which the Supplier must meet: failing to meet the revised deadline will be treated as missing this KPI unless agreed otherwise.</p> <p>Failure to meet this KPI shall result in a reduction of 1% of the Supplier's monthly fee.</p>
2	Quality management	<p>All products delivered to be complete and fit for purpose and use, and to have zero quality issues raised by the Authority.</p> <p>Failure to meet this KPI shall result in a reduction of 1% of the Supplier's monthly fee.</p> <p><i>Note – quality issues are major issues impacting on the viability of the product; smaller concerns on presentation or suggestions for additions would not meet this threshold. Whether an alteration is a quality issue is at the Authority's discretion.</i></p>
3	Application and appeal assessments	<p>Provide technical recommendations for all applications where a satisfactory Fire Risk Appraisal of External Wall Construction has been issued to the Supplier within 10 working days: BSF Tranche 2 process.</p> <p>Provide a recommendation on a BSF Tranche 1 appeal case within 5 working days of receiving all information required for an assessment.</p>



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		Failure to meet any of these criteria shall result in a reduction of 2% of the Supplier's monthly fee.
4	Prompt processing of applications	<p>Where incomplete information or an unsatisfactory Fire Risk Appraisal for External Wall Construction is provided, ensure that no application remains awaiting resolution for longer than 30 working days following initial submission. This includes time required to acquire additional information from the applicant.</p> <p>For any projects which remain awaiting resolution for longer than 30 days, produce a detailed rectification plan. This plan must track the application's progress through the system and time spent at each stage of assessment.</p> <p>KPI to commence from one month following contract signage.</p> <p>Failure to meet these KPI criteria shall result in a reduction of 1% of the Supplier's monthly fee.</p>
5	Benchmarks	<p>Produce Full Works and Costs benchmark within 5 working days of receipt of proposal for works under £2m.</p> <p>Failure to meet this KPI shall result in a reduction of 1% of the Supplier's monthly fee.</p>
6	External Correspondence	<p>Respond to queries sent to external-facing BSF inboxes seeking information held or overseen by the Service Provider within 4 working days.</p> <p>Failure to meet this KPI shall result in a reduction of 1% of the Supplier's monthly fee.</p>
7	Priority buildings	<p>For identified priority categories of building which have not yet submitted an application to the funds demonstrate fortnightly chasing and building engagement for each prospective project to either bring about an application or confirm that the building does not need remediation. This engagement must be intelligent and tailored to the applicant/ building situation and condition; with reporting to DLUHC on progress and escalation where repeated obstacles emerge.</p> <p>Failure to meet this KPI shall result in a reduction of 1% of the Supplier's monthly fee.</p>
KPIs with a fee incentive metric attached		
8	Programme cost	<p>Identify, agree with programme partners, and instigate initiatives to reduce whole programme costs.</p> <p>Where the Supplier can evidence and justify that average cost reductions have been achieved as a result of their initiatives, they will be entitled to 2% of monies saved.</p>
9	Fraud detection and reporting	The supplier will escalate any suspected fraud it detects to the attention of the department: sharing any requested documents or necessary



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		information and co-operating fully with the Department's investigation. If further investigation reveals this to be fraud as defined as: "Knowingly and intentionally deceiving with the intent of financial or other gain by either an individual or an organisation," then the supplier would be eligible to 5% of the money recovered by the department from the person/entity who committed the fraud.
10	Programme pace	<p>Where the Supplier can evidence and justify that an increase in average programme pace has been generated as a result of their initiatives or activities they will be entitled to additional monies.</p> <p>They will receive an additional 1% of their yearly total fee for accelerating average time taken to progress buildings to the point of project completion by 6-9 months (against the benchmark established at the outset of the contract).</p> <p>They will receive an additional 2% of their yearly total fee for accelerating average time taken to progress buildings to the point of project completion by 9+ months (as against the benchmark established at the outset of the contract).</p> <p>This will be measured yearly, from the point of contract award.</p>
KPIs without a financial incentive or disincentive attached		
11	Production of dashboards, papers, and minutes	To be issued minimum of 2 working days before routine meetings, and 5 working days for significant board meetings, in an agreed format. Products to have zero quality issues raised by the Authority.
12	Social value reporting	<i>To be negotiated after award based on the successful supplier's social value proposal</i>

Lot Two: Operational Integrator Provider: proposed KPIs

A portion of the proposed KPIs have financial implication metrics attached to them. These are pass/fail KPIs, DLUHC will review these at a monthly meeting with the Supplier. This meeting will agree if there are extenuating circumstances which allows the Authority to accept missed KPIs without invoking financial implications: this decision is at the sole discretion of DLUHC. Scores against these KPIs will be published.

KPIs with a fee compensation metric attached

1	Assurance of project	<p><u>Project commencement</u></p> <p>Assure on behalf of the programme that 90% or above of forecasted start on site dates are correct for the following month.</p>
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	commencement forecasting	<p>75% or above of forecasted start on site dates are correct for a set three month period.</p> <p>At the beginning of each month, forecast start on site dates for that month will be agreed and this is what the 90% forecast will be measured against.</p> <p><u>Project completion</u></p> <p>Assure on behalf of the programme that 90% of all buildings achieve an actual completion on site against their forecast completion date each month.</p> <p>At the beginning of each month, forecast project completion dates for that month will be agreed: the Supplier will be held to accuracy of 90% against this target.</p> <p><i>Note, relevant programme partners will also have signed commitment to help the Service deliver this objective. KPI to commence from four months following contract signage.</i></p> <p>Failure to meet this KPI shall result in a reduction of 2% of the Supplier's monthly fee.</p>
2	Assurance of financial forecasting	<p>Assure on behalf of the programme that 90% of all forecasted milestones are correct for the following month.</p> <p>75% or above of forecasted milestones are correct for a set three month period.</p> <p>Failure to meet this KPI shall result in a reduction of 1% of the Supplier's monthly fee.</p>
3	Prompt engagement	<p>Deliver 100% of products or projects to agreed upon deadlines.</p> <p>Respond to 100% of Requests for Information directed to the Supplier within 1 working day. Where the information is not immediately available, set out a plan to obtain the required information within six working hours and agree to a revised deadline which the Supplier must meet: failing to meet the revised deadline will be treated as missing this KPI unless agreed otherwise.</p> <p>Failure to meet this KPI shall result in a reduction of 2% of the Supplier's monthly fee.</p>
4	Quality management	<p>All products delivered to be complete and fit for purpose and use, and to have zero quality issues raised by the Authority.</p> <p>Failure to meet this KPI shall result in a reduction of 2% of the Supplier's monthly fee.</p> <p><i>Note – quality issues are major issues impacting on the viability of the product; smaller concerns on presentation or suggestions for additions</i></p>



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		<i>would not meet this threshold. Whether an alteration is a quality issue is at the Authority's discretion.</i>
5	Market intelligence: supply chain capacity	<p>The supplier will agree and maintain a live Plan On A Page. This will be reviewed monthly to ensure effective market intelligence and engagement activities are in place to support supply chain capacity and capability across the portfolio. The supplier will deliver the priorities mutually agreed in the plan on a page.</p> <p>Failure to deliver the agreed priorities for a given month without a justification the authority has accepted in writing will result in a deduction of 1% of the monthly fee.</p>
6	Issue and risks management	<p>All live delivery issues and risks to have an appropriate agreed owner, action plan for resolution (unless agreed this is unnecessary), and proposed resolution date.</p> <p>All issues and risks, including buildings which are identified as out of tolerance, should have an identified risk and issue code and a corresponding action or mitigation plan within 10 working days unless the programme agrees otherwise. This applies to commercial and market capacity risks and should link to activities identified within the Plan on a Page.</p> <p>Failure to meet this KPI shall result in a reduction of 1% of the Supplier's monthly fee.</p> <p>The supplier will be responsible for operational issue management, will align with DLUHC's reporting processes, and will escalate issues to the appropriate governance forum. These will be reviewed with owners fortnightly.</p>
KPIs with a fee incentive metric attached		
7	Issue and risks management	<p>Zero programme issues to be raised which haven't been identified as a risk before they materialise; this includes commercial and market capacity issues.</p> <p>This KPI will be reviewed yearly, if at the end of the year there are no issues identified that were not previously flagged as risks, the supplier will receive an additional 2% of that month's fee.</p>
8	Programme cost	<p>Identify, agree with programme partners, and instigate initiatives to reduce whole programme costs.</p>



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		Where the Supplier can evidence and justify that average cost reductions have been achieved as a result of their initiatives, they will be entitled to 2% of monies saved.
9	Fraud detection and reporting	The supplier will escalate any suspected fraud it detects to the attention of the department: sharing any requested documents or necessary information and co-operating fully with the Department's investigation. If further investigation reveals this to be fraud as defined as: "Knowingly and intentionally deceiving with the intent of financial or other gain by either an individual or an organisation," then the supplier would be eligible to 5% of the money recovered by the department from the person/entity who committed the fraud.
10	Programme pace	<p>Where the Supplier can evidence and justify that an increase in average programme pace has been generated as a result of their initiatives they will be entitled to additional monies.</p> <p>They will receive an additional 1% of their yearly total fee for accelerating average time taken to progress buildings to the point of project completion by 6-9 months (against the benchmark established at the outset of the contract).</p> <p>They will receive an additional 2% of their yearly total fee for accelerating average time taken to progress buildings to the point of project completion by 9+ months (as against the benchmark established at the outset of the contract).</p> <p>This will be measured yearly, from the point of contract award.</p>
11	End-to-end programme improvement	<p>DLUHC sets 'tolerance bounds': denoting the acceptable duration for a project to remain in each stage of the remediation process.</p> <p>The Supplier will receive an additional 2% of its monthly fee for each month for which there are zero buildings newly breaching tolerance at all stages of the remediation process. This will outline the Supplier's success in delivering and assuring the end-to-end plan.</p>
KPIs without a fee incentive or compensation metric attached		
11	Production of dashboards, papers, and minutes	To be issued minimum of 2 working days before routine meetings, and 5 working days for significant board meetings, in an agreed format. Products to have zero quality issues raised by the Authority.



13	Social value reporting	To be negotiated after award based on the successful supplier's social value proposal
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6. SOCIAL VALUE

6.1 The Government must take account of Social Value in all of its procurement exercise i.e. how the proposed contract might secure wider social, economic and environmental benefits that are relevant and proportionate through the delivery of this service.

The proposed theme/policy outcome for this requirement is:

- Theme 3: Fighting Climate Change - Policy Outcome: Fighting Climate Change

The Social Value Model Guidance contains further details of the potential model evaluation questions, model award criteria, model response guidance and reporting metrics for each policy outcome. See link below:

<https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts>

7. REQUEST FOR INFORMATION (RFI)

7.1 Capability, Capacity, and Interest

DLUHC requires information on your Capability, capacity and interest to provide the requirement detailed above. As part of the 'Request for Information' we will request that you provide us with some basic information. The information you provide will help us to shape our approach, better understand our priorities, and gain better insight into current market capacity for the delivery of this requirement. Please be open and honest in your responses to the following questions:

- a) Are you interested in bidding for this opportunity? If so, which lot(s)?
- b) Do you have the resources and capacity for this work within the indicative timeframes set out below?
- c) Do you have the required capability and experience - either directly or via a sub-contractor - to undertake this work?
- d) If you are not interested in bidding, please provide reason(s) as this will be valuable feedback for the Authority.
- e) Are there any services which pose an excessive risk or organisational challenge for you to deliver; or which you have particular concerns about?



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- f) Are there any reflections on this procurement, which you wish to reflect to the Authority prior to its launch?

7.2 Social Value

- g) Can you please tell us what you think you/your organisation could offer in terms of Theme 3: Fighting Climate Change - Policy Outcome: Fighting Climate Change
- h) If you do not think the Fighting Climate Change theme is relevant to the procurement, please advise from the other social value policy themes below, which policy areas and outcomes you think are more relevant and could yield some potential benefits;
- Theme 1: Covid-19 recovery (helping local communities to manage and recover from the impact of covid-19).
 - Theme 2: Tackling economic inequality (creating new businesses, jobs and skills, and increasing supply chain resilience and capacity) e.g. employment, training and work-experience opportunities for local people.
 - Theme 4: Equal opportunity (tackling workforce inequality and reducing the disability employment gap risk of Modern slavery).
 - Theme 5: Wellbeing - Policy Outcome: Improve health and wellbeing or Policy Outcome: Improve community integration

7.3 Bidder Information Event to be held at: Department for Levelling Up, Housing and Communities 2 Marsham Street, London, SW1P 4DF: 31st January 13:30-15:00.

A Microsoft Teams link for those unable to attend in person will be provided.

8. CONFIDENTIALLY REQUIREMENTS

8.1 Non-Disclosure Agreement (NDA) – please complete return the attached.



DLUHC Unilateral
NDA.docx

If you wish to participate in the RFI exercise, please:

1. Respond to questions 7.1 and 7.2 using the form below
2. If you wish to attend the bidder information event on 31 January 2023 13:30-1500, please provide the names of up to two individuals from your organisation and their email addresses so invitations can be issued



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3. Provide your completed non-disclosure agreement (section 8 Confidentiality Requirements)

*****We require 1-3 above no later than Midday 27th Jan 2023*****

Please email to: commercialtenders@levellingup.gov.uk

Potential Bidder name **[insert]:**

Response to RFI:

7.1 Capability, Capacity, and Interest

- a) Are you interested in bidding for this opportunity?



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- b) Do you have the resources and capacity for this work within the timeframes?
- c) Do you have the required capability and experience - either directly or via a sub-contractor - to undertake this work?
- d) If you are not interested in bidding, please provide reason(s) as this is will be valuable feedback for the Authority.
- e) Are there any services which pose an excessive risk or organisational challenge for you to deliver; or which you have particular concerns about?
- f) Are there any reflections on this procurement, which you wish to reflect to the Authority prior to its launch?

7.2 Social Value

- g) Can you please tell us what you think you/your organisation could offer in terms of Theme 3: Fighting Climate Change - Policy Outcome: Fighting Climate Change
- h) If you do not think the Fighting Climate Change theme is relevant to the procurement, please advise from the other social value policy themes, which policy areas and outcomes you think are more relevant and could yield some potential benefits

Bidder Information Event Attendee (name)	Position in Organisation	Email Address



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