

**Invitation to Tender**

**PROFESSIONAL CONTRACTUAL SERVICES**

**Part C**

**Implement an environmental improvement programme**

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| --- | --- |
| Date | **5th October 2018** |
| Deadline for receipt of tender proposal | **14.00 on 26th October 2018** |

**Background**

Wellingborough Homes was created in 2007 after a Large Scale Voluntary Transfer (LSVT) to own and manage Wellingborough Council’s housing stock. The original portfolio consists of 4,484 housing units. We are the largest landlord in the Borough of Wellingborough.

## With around 4,700 homes in ownership and 105 employees we’re the largest local landlord within the Borough of Wellingborough. We manage more than 80 per cent of the social housing stock within Wellingborough and the 15 surrounding villages.

Who we are and what we do:

We are a locally based Housing Association in and around Northamptonshire with a commitment to:

* Develop a diverse range of new homes to meet local needs.
* Work with our customers to provide great homes and value for money services.
* Invest in communities where it supports our customers and protects our business

Wellingborough Homes is a not for profit housing association.

Our Mission and Objectives

Our mission is “***Working successfully with our customers and communities to provide great services and high quality living environments”.***

Our Strategic Corporate Objectives which support our mission are:

* Produce and use effective, high quality, accurate and timely data
* Ensure investments generate optimum social and financial value
* Reduce costs and drive efficiency
* Ensure operational performance is maintained at a high level

Our Strategic Corporate Objectives are underpinned by six key strategies:

* Asset and Development Strategy
* Treasury Management Strategy
* Value for Money Strategy
* Customer and Community Involvement Strategy
* Tenancy Management Strategy
* Organisational Development Strategy

Our Values

## Our style of work, and the values our team members express everyday, are key to our success. We expect anyone working for us or on our behalf to live our values of:

***Respect:***

We will treat each other and anyone who deals with us with respect and recognise everyone as an individual.

***Trust:***

We will be open and honest with our colleagues, customers and external partners and we will deliver on the commitments that we make.

***One Team:***

We will be one team, working collaboratively, listening and communicating clearly with our customers to deliver great services.

***Empowered:***

We will be bold, progressive, seek to empower our customers and be confident in the decisions we make.

***Efficient and Effective:***

We will work efficiently and effectively, continuously looking for ways to improve and deliver value for money



Corporate Governance

Wellingborough Homes is governed by a Board of Management supported by the Audit and Risk Committee and Remuneration and Selection Committee.

The Board is currently made up of twelve Non-Executives: six ordinary members, four local councillors and two customers. We have an Executive Management Team of four:

* Jo Savage, Chief Executive
* Denise Lewis, Director of Asset and Development
* Mandy Meanwell, Director of Housing and Support Services; and Company Secretary
* Julie Robinson, Director of Resources

For further information please refer to our website at [www.wellingboroughhomes.org/](http://www.wellingboroughhomes.org/)

**Environmental Improvement Programme**

Presently Wellingborough Homes own 1562 garages and manage another 68 garages for BCW giving a total of 1630 garages. The cost of repairing these garages over the finical year 2015/16 was £41,658.00 giving an average cost of £25.55 to repair each garage.

From 1630 garages managed by Wellingborough Homes, 1132 garages are let with 498 garages void. Any garages that have been refurbished under previous environmental schemes have quickly been let.

Many of the blocks of garages were constructed in the 1960-70’s and the materials used are approaching the end of their life spans. Having undertaken a feasibility study of the garage areas we are able to determine where our future investment needs are and ensure value for money in relation to the assets lifecycle costs.

Over the years a number of garage sites have been identified that required environmental works and further explore the option to allow garage rents to be increased. The investment of time and money into the garages blocks achieves the following things

* Reducing anti-social behaviour
* Improving the surrounding area for the residents
* Increasing parking facilities
* Allow residents to easily monitor activities in the area
* Reducing the amount of money currently spent on reactive repairs and maintenance
* Increase in resident involvement in designing their neighbourhoods resulting in an increase in resident satisfaction

The estimated cost of the Programme (works only, excluding VAT and Professional fees) is £3.2m and this has been approved by the Board of Wellingborough Homes. The expected timescale for the works is 2 years, commencing April 2019 to March 2021.

Wellingborough Homes seek to appoint Professional Contractual Services including Architect, Quantity Surveyor, Civil Engineer and CDM coordinator to facilitate the procurement of a suitable contractor and to provide the necessary professional services to ensure the successful completion of the programme.

A list of the full services to be provided are set in the pages that follow, however if there are project specific services that you consider are a requirement, that are not listed, please list these at the end of this document confirming that these have been included within your quotation.

**Section 1: Specification**

**SCHEDULE OF SERVICES**

**Pre Contract**

1. Duties to be provided:
   1. Investigate and establish land ownership
   2. Assist with Tenant Liaison Groups
   3. Prepare detailed design schemes and landscape planting schemes for Employers approval
   4. Prepare and submit Planning Application documents and clear planning conditions.
   5. Prepare construction information – drawings and specifications
   6. Liaise with Northampton County Council (NCC) and submit applications for Section 278 Agreements including works to street lighting and applications for any ‘stopping up’ of footpaths
   7. Liaise with Borough Council of Wellingborough (BCW) regarding any tree removals
   8. Submit applications for Building Regulation Approval for any new buildings/demolitions
   9. Deal with any Party Wall issues
2. Visiting and inspecting the sites.
3. Assisting in arranging for a survey of the sites.
4. Arranging Topographical surveys and such other investigations as are required.
5. Preparing and periodically reviewing a pre-contract programme for the project and advising on any required changes.
6. Preparation of a cost plan and cash flow forecast for the project and advising on any required changes.
7. Assisting with the submission of documentation to funding bodies and any other third parties, subject to prior agreement.
8. Advising on the procurement route to be used for the appointment of the main contractor, which must be compliant with the Public Contracts Regulations 2015. Facilitate the full tender process through to notification of the successful contractor and the production of a tender report.
9. Issuing Employer’s Requirements and other tender documents, receiving and considering tenders and examining, advising and reporting on the tenders received.
10. Assessing the Contractor’s proposals, making recommendations accordingly.
11. Advising and assisting in negotiations with the preferred Contractor. Issue Tender Report\Value for Money Report at conclusion of negotiations.
12. Obtaining evidence of the Contractor’s insurances under the Contract and advising the Employer in the event of such evidence or cover being unavailable or inadequate.
13. Use all reasonable endeavours to ensure that any warranties provided under the contract are covered by professional indemnity insurance confirmed in writing by the relevant insurers/brokers and drawing attention to the Employer as to any exclusions or excesses.
14. Preparing and finalising the JCT Contract documentation with the appointed Contractor and arranging for execution by the parties.
15. Use best endeavours to ensure that Sectional Agreements are entered into where appropriate and that the final adoption of highways, sewers and other adoptable areas takes place. To monitor the Contractor’s Compliance with any Sectional Agreements whether or not forming part of the Contract conditions. Following completion of the Contract to report to the Employer quarterly on the status of any outstanding adoptions.

**Construction Phase**

1. Perform the duties of Professional Contractual Services including Architect, Quantity Surveyor, Civil Engineer and CDM coordinator as described in the Contract. Wellingborough Homes will have a CoW representative for the duration of the contract
2. Receive and/or issue applications, consents, instructions, notices, requests, and statements.
3. Use all reasonable endeavours to obtain from the Contractor and its sub-consultants and sub contractors all and any Collateral Warranties, Performance Bonds, Parent Company Guarantees, insurance particulars and other documents as are applicable.
4. Visit the site on a regular basis and otherwise as appropriate to inspect and report generally on the progress of the project.
5. Co-ordinate, arrange and chair monthly site meetings.
6. Prepare and distribute minutes of all meetings within one week of such meeting.
7. Prepare and submit to the Employer monthly progress reports including updated cash flows and anticipated final costs.
8. Agreeing costs with the Contractor for any changes. Issue appropriate Employer’s Instructions once change approved by Employer.
9. Checking, agreeing and certifying as appropriate the expenditure of provisional sums, Contractor’s application for payment and Contractor’s final account.
10. Examining and reporting to the Employer on the Contractor’s progress against programme for the project
11. Comment as necessary on designs, drawings, specifications, samples, reports, proposals and/or documents submitted by or on behalf of the Contractor.
12. Monitoring the Contractor’s compliance of the terms of the Contract and with statutory and regulatory requirements and good professional practice.
13. Consider in conjunction with the Employer’s legal advisors (if necessary) any application or claim from the Contractor recommending to the Employer any necessary extensions of time and/or payment of direct loss/and or expense.
14. Advise the Employer as to its liability in relation to such application or claim and confirm to the Contractor whether or not such application or claim is granted.
15. Forming part of the project, checking the same and reporting to the Employer.
16. Organising, attending the site, reporting to the Employer and taking full responsibility for all matters relating to handover of the project.
17. Pre- handover inspections.
18. Managing the making good of defects up to completion of the Defects Liability Period and beyond (excluding latent defects).
19. Making such inspections as may be necessary and liaising with other bodies where appropriate prior to issuing the written Statement of Practical Completion and Notice of Completion of Making Good Defects.
20. Assisting in the settlement of any disputes that may arise between the Employer and the Contractor (but not including litigation or arbitration proceedings for which the Employer’s Agent shall be separately remunerated).
21. Checking and using all reasonable endeavours to agree the final account as presented by the Contractor and issuing the final statement.
22. Using all reasonable endeavours in conjunction with appointed CDM Coordinator to ensure that the Contractor provides the Employer with comprehensive ‘as built’ data and ‘as built’ drawings that form the Health & Safety file prior to the commencement of the Defects Liability Period.

**Timescales**

We are looking to have the Professional Contractual Services implemented

by 26th November 2018.

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| **Milestone** | **Start** | **Completion** |
| Procuring Professional Contractual Services | Oct 2018 | Nov 2018 |
| Prepare contract documentation | Nov 2018 | Dec 2018 |
| Environmental Improvement Project out to tender | Dec 2018 | Dec 2018 |
| Contract awarded | Jan 2019 | Jan 2019 |
| Complete Environmental Improvement Project | April 2019 | Mar 2021 |

**Evaluation Criteria**

**The scope of the Professional Contractual Services**

**General**

The consultant will be expected to demonstrate a detailed understanding of local and national problems relating to garage and amenity areas and the local factors that affect demand and scheme viability. Experience of working with other similar organisations that provide garages and amenity areas (Registered Provider, Local Authority or Developer) to evaluate their provision and to produce scheme options is essential. Evidence will be required to confirm this experience.

**Objective**

This project will aim to deliver a three year Environmental Improvement Programme achieving:

* High quality living environments – with the demolition of garages and undertaking environmental works to improve the quality of the neighbourhood
* Value for Money – what options, including refurbishment or rebuilding existing garage blocks, to increase stock life and generate a return on investment

Any planned investment should be assessed against the following criteria:

* Reduce anti-social behaviour and vandalism.
* Improve the amenity of neighbourhoods for our customers.
* Increase parking facilities, where feasible and financially viable.
* Improve surveillance, sense of security and make neighbourhoods feel safer.
* Reduce expenditure on reactive repairs and maintenance, estate services and minimise future investment needs.
* Increase customer involvement in prioritising investment in their neighbourhoods resulting in an increase in customer satisfaction.

As part of the process we will expect tenderers to consider the following:

* Ensuring that customers/residents are involved in the scheme designs.
* Consider improvements to lighting provision as part of the appraisal of garage sites, subject to feasibility and affordability of options.
* Investigate opportunities to increase parking spaces through removal of grassed areas.

**Areas of focus for the environmental improvement project**

Four main areas have been identified as requiring substantial works; these areas are Kiln Way, Minerva Way, Fulmar Lane and Gannet Lane in Wellingborough. It is recommended that these areas are visited (day & evening) so that a full appreciation of the issues experienced by the residents can be identified. These areas will involve working with the Local Authority and NCC Highways to increase the number of parking spaces within these areas.

The potential investment we would be making in the external environments of our estates needs to be supported by a robust options that ensures we ‘make every pound count’ in terms of achieving a financial or social return.

In targeting investment in environmental improvement programme we would focus on those estates where large scale regeneration would not work due to existing densities, cost and asset performance as measured by current NPV values. Based on current stock information, staff knowledge and experience, the key focus for investment in external environments is likely to be at Hemmingwell and areas of Queensway which have not previously benefited from investment.

An address list of all garage sites has been included with this document. The address list has already been divided into categories. Some garage areas may only require refurbishment, where as others may require demolition of the existing garages and associated works (**Appendix 2**). As well as the garage sites there are a number of areas that will require further analysis. These areas will be indented after the successful tender has been confirmed.

**Section 2: Qualitative Assessment**

**Key Considerations**

Our key considerations for selection are:

* How well the tenderer demonstrates an understanding of the Associations needs including an understanding of the housing sector we work in as well as our mission and values
* How well the tenderer demonstrates an understanding of the skills and experience required to implement the Environmental Improvement Project

Your proposal should belimited to relevant information only, including appendices. It should distinguish your business from your competitors and explain how you will make a difference and add value for Wellingborough Homes. Please also **submit details of two referees** with your proposal.

**The pricing accounts for 60% of the assessment of your tender. The qualitative assessment accounts for 40% of the assessment of your tender. Please answer the questions as fully as possible. Please submit no more than information requested.**

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| **Q1 Please provide details of your experience of working with other similar organisations that have undertaken Environmental Improvement Projects of their garages and amenity areas (Registered Provider, local authority or developer) with relevant examples and references where available. (20%)** |

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| **Q2 Please demonstrate your knowledge and detailed understanding of local and national problems relating to managing and developing garage and amenity areas and the local factors that affect viability. (15%)** |

**Please submit a statement for each of the 2 questions above. Each statement should be no longer than two sides of A4, excluding images.**

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| **Q3 Please provide details of the skills and experience of the team who would be responsible for managing this assignment? (5%)** |

**Please provide an organisational chart and a brief CV for each member of the team who would be involved with delivering the appraisal outlined in the specification. Please state how much time each named individual will spend on this assignment.**

**Wellingborough Homes is not obliged to accept the lowest tender or any tender.**

The evaluation of the tender proposals will be carried out by the Tender Evaluation Panel (TEP) in two stages.

All tender proposals submitted on or before the latest date for receipt in accordance with the timetable set out in this Invitation to Tender (ITT) document will be evaluated in as set out below:

**Stage 1 – Checking for Validity and Completeness**

Validity: A valid tender is one that is received in accordance with the Instructions to Tenderers. Validity will involve checking against the Associations Contract Procedures and Financial Regulations (see **Appendix 1** - Extract from Wellingborough Homes Financial Regulations). Tender submissions that do not satisfy this requirement will be eliminated and not considered further.

Completeness: A complete tender will include all documents and information required in accordance with the Instructions. Completeness will be established by checking against a checklist of all the financial and non-financial submissions required to be included in the tender.

Tender submissions that do not satisfy the requirement for completeness will be eliminated and not progressed to stage 2, except in the case of minor omissions that the Association, at its sole discretion, considers can be rectified following a reasonable request.

**Stage 2 - Detailed Tender Evaluation**

All tender proposals that have been assessed as valid and complete at stage 1 above will be subject to a detailed review of their proposals by the Tender Evaluation Panel.

Referees provided by the Tenderer may be contacted to provide views on performance including reliability, accuracy, accessibility, and general customer care.

**Section 3: Instructions to Tenderers**

Please submit your tender proposal offer in accordance with all of the instructions, requirements and specifications set out in the enclosed documentation.

**Tender Timetable**

The following tender timetable will be adhered to:

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| --- | --- |
| Dispatch of tender document | **5th October 2018** |
| Deadline for tender queries | **17th October 2018** |
| Deadline for return of tenders | **14:00 on 26th October 2018** |
| Contract award | **W/C 19th November 2018** |

**Disclosure of information**

All information supplied by Wellingborough Homes in connection with this invitation to tender must be treated as confidential and should not therefore be disclosed to any third party. Wellingborough Homes will treat any information supplied by firms during this tendering process in the strictest confidence.

## **Validity of offer**

You must offer your tender for acceptance for 60 days from the deadline for tender submission.

Please note that by submitting a tender response for consideration you are confirming that, as an officer for the company/organisation that you represent, you have read and understood the tender documents

## **Amendments to Tender**

If we need to amend any tender documents before the closing date, we will write to you with any changes. If we extend the deadline for tender responses, we will advise you.

Wellingborough Homes reserves the right, in its absolute discretion, to cancel or suspend this tender process at any time and for any reason. If we need to do this we will notify you in writing as soon as reasonably practicably.

Wellingborough Homes is not responsible, and will not pay for any expenses or losses you incur during, but not limited to, the tender preparation, site visits, post-tender clarification meetings.

## **Information and questions**

If you need us to clarify the documentation or if you have further questions regarding the tender process, contact **Graham Pickard, Project Officer at** [**Graham.Pickard@whomes.org**](mailto:Graham.Pickard@whomes.org) **or 01933 231311.**

We will try to respond to reasonable requests for further information up to the deadline set within the timescale of the tender.

Wellingborough Homes reserves the right to advise all other tenderers of material questions and the answers supplied without disclosing the source of the enquiry.

**Submission of tender**

Tenders must be returned to the Association addressed to the relevant Director in a plain, sealed envelope or package which shall bear the word "Quotation" or "Tender" - followed by the subject to which it relates. The address for return of tenders is as follows:

**Head of Asset & Development, Thompson Court, 9f Silver Street, Wellingborough, Northamptonshire, NN8 1BQ**

Tenders returned by hand (either by the tenderer in person or by a courier) must be delivered during normal working hours

Opening times:

Monday to Wednesday and Fridays 09.00 to 17.00hrs

Thursdays 10.00 to 17.00hrs

The envelope or package will be endorsed with the date and time received. A dated and timed receipt will be provided on request.

Tenders returned to any other location will not be endorsed or receipted and the Association gives no guarantee that they will be treated as having been received before the latest date and time for receipt of tenders.

No tender will be accepted if received after the above date and time.

**Appendix 1:**

**Extract from Wellingborough Homes Financial Regulations “Acceptance of Tenders”**

**Every tender must comply with the following procurement rules as**

**outlined in our Financial Regulations**

The Association will not be bound to accept the lowest or any tender.

No tender will be accepted unless it is addressed to the responsible officer and in accordance with the instructions to tenderers.

**Confidentiality**

Each invitation to tender shall require those tendering to give a written undertaking, which shall become a condition of the contract, that the amount of the tender has not been calculated by agreement or arrangement with any person other than the Association, and has not been communicated to any person other than the Association, and will not be so communicated until after the award of the contract.

**Disqualified Tenderers**

Subject to the paragraph below, the Association shall have the power to disqualify from submitting further tenders to the Association any tenderer, who in its opinion has:

(i) Consistently failed to submit tenders when invited to do so;

(ii) With drawn tenders unreasonably;

(iii) Failed to provide a satisfactory service in the past; or,

(iv) Been in breach of any contract with the Association and shown that they have consistently communicated with other tenderers in formulating tenders;

(v) Attempted to influence or bribe any Board or Committee member (including a co-optee) or any staff member or any person connected with any of the foregoing in order to gain an unfair advantage over other tenderers.

Where the contract in question is to be procured in accordance with the OJEU Regulations, the Association may only disqualify a tenderer from submitting a tender for that contract on the grounds for exclusion set out in the Regulations.

**Declared Interests**

There is a requirement for any tenderer to make the Association aware of any known relationships of a business or private nature where there is a ‘close connection’, as defined by the Association’s Conflict and Disclosure of Interest Policy, with staff or Board Members.

**Properly Constituted Tenders**

Each section of a tender must be separately priced and include reasonable and consistent rates.

Tenders which do not comply may be rejected as not being properly constituted.

**Alteration of Tender Figure**

In all cases where a nationally recognised form of contract is to be used then the appropriate nationally recognised Standard Code of Practice in relation to errors on tender documents shall apply.

Otherwise where examination of tenders reveals errors or discrepancies which would affect the tender figure(s) in an otherwise successful tender, the tenderer is to be given details of such errors and discrepancies and will be asked to correct any:

1. error which can be corrected by saying which of two conflicting figures (for example multiplier or product, or carried forward or brought forward) is right;
2. obvious omissions, for example failure to insert any price where a space for a price is provided.

Should the tenderer refuse to make suitable corrections, the tender evaluation officer(s) may make the necessary corrections and inform the tenderer accordingly, who will be given the opportunity of confirming or withdrawing the corrected tender sum.

In each case the tender award decision must be based upon the corrected tender figures.

**Nominated Sub-contractors and Suppliers**

Any successful nominated subcontractor or supplier shall enter into a contract with the principal contractor and shall:

(i) indemnify the principal contractor against his liabilities under the main contract in relation to the works and goods included in the subcontract; and,

(ii) comply with any conditions in the main contract which specify arrangements for the engagement of nominated contractors or suppliers.

**Appendix 2:**

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| **Sheet No** | **Block Name** | **Area** |
| 30 | 1-6, 149-154 Kiln Way | Wellingborough |
| 34 | 100-125 Kiln Way | Wellingborough |
| 35 | 126-136 Kiln Way | Wellingborough |
| 36 | 177-190 Kiln Way | Wellingborough |
| 37 | 199-219 Kiln Way | Wellingborough |
| 38 | 220-223, 232-235 Kiln Way | Wellingborough |
| 39 | 245-251 Kiln Way | Wellingborough |
| 40 | 267-272, 283-288 Kiln Way | Wellingborough |
| 41 | 294-305 Kiln Way | Wellingborough |
| 50 | 1-5,20-24 Minerva Way | Wellingborough |
| 51 | 30-33 Minerva Way | Wellingborough |
| 52 | 40-45 Minerva Way | Wellingborough |
| 53 | 48-54 Minerva Way | Wellingborough |
| 54 | 69-75 Minerva Way | Wellingborough |
| 55 | 76-79, 96-99 Minerva Way | Wellingborough |
| 56 | 100-103, 112-115 Minerva Way | Wellingborough |
| 57 | 120-127 Minerva Way | Wellingborough |
| 58 | 132-137, 148-153 Minerva Way | Wellingborough |
| 59 | 154-162 Minerva Way | Wellingborough |
| 61 | 194-201,212-217 Minerva Way | Wellingborough |
| 80 | 1-11 Fulmar Lane | Wellingborough |
| 81 | 12-22 Fulmar Lane | Wellingborough |
| 82 | 23-33 Fulmar Lane | Wellingborough |
| 83 | 34-44 Fulmar Lane | Wellingborough |
| 84 | 45-55 Fulmar Lane | Wellingborough |
| 85 | 56-66 Fulmar Lane | Wellingborough |
| 86 | 67-77 Fulmar Lane | Wellingborough |
| 87 | 78-88 Fulmar Lane | Wellingborough |
| 88 | 1-11 Gannet Lane | Wellingborough |
| 89 | 12-17 Gannet Lane | Wellingborough |
| 90 | 18-25 Gannet Lane | Wellingborough |
| 91 | 26-34 Gannet Lane | Wellingborough |
| 92 | 35-45 Gannet Lane | Wellingborough |
| 93 | 46-56 Gannet Lane | Wellingborough |