

CONSULTANCY BRIEF

**THE HERTS AND ESSEX HOUSING OPTIONS
CONSORTIUM**

**CHOICE BASED LETTINGS
THE CONSORTIUM'S REQUIREMENTS**

1. Introduction

1.1 The Herts and Essex Housing Options Consortium (the Consortium) comprises six local authority partners as listed below and two RSL partners which are in the eastern part of the London Commuter Belt Sub-Region (i.e. on the Herts and Essex border), with the exception of Harlow DC, which has already introduced a CBL Scheme:

Brentwood BC	Chelmsford BC	Epping Forest DC
Broxbourne BC	East Herts DC	Uttlesford DC

1.2 The 25 RSL members of the Consortium listed below all currently have nomination arrangements with one or more of the local authority partners. It should be noted that three local authorities within the Consortium (East Herts, Chelmsford and Broxbourne) have transferred the whole of their housing stock, (*) denotes a stock transfer RSL within the Consortium's area

Aldwyck Anglia(*)	BHT	Broxbourne(*)	Chelmer (*)	Circle
Colne	East Thames	Estuary	Flagship	
Guinness				
Hastoe	Hereward	London & Quadrant	Metropolitan	Moat
Paradigm	Riversmead	Rural HT	Sanctuary	
Shaftesbury				
Springboard	Stadium	Swan	Warden	
William Sutton				

1.3 Most of the RSL Partners already have extensive experience of operating CBL Schemes in other local authority areas.

1.4 All the partners of the Consortium operate within the London Commuter Belt Sub-Region (which comprises all the local authorities in Hertfordshire and five Essex authorities). The Sub-Regional Housing Group's latest Housing Strategy incorporates an Action Plan, within which there is a key action to explore the scope for collaborative working on Choice Based Lettings (CBL) within the Sub-Region.

1.5 Each of the local authority landlords within the Consortium have committed to the provision of 100% of their stock to the Scheme, with the exception of some individual vacancies which, for various reasons, need to be taken out of the CBL process. The RSL Partners have also committed to provide all of their stock to the Scheme, where local authorities have nomination rights. In many cases, RSLs will also provide other vacancies, where nominations do not apply. Furthermore, the RSLs have agreed to look to expand provision to all vacancies. Once the

scheme is introduced, in the first instance, for a short trial period, each landlord may only allocate a proportion of vacancies to the Scheme, to test the Scheme's operation.

1.6 The primary purpose of the Herts and Essex Housing Options Consortium is to drive forward the introduction of a scheme to deliver Choice Based Lettings within the six partner authorities with an implementation date of 1 April 2007. It is the intention of the Consortium that the existing various housing allocation schemes remain the sole responsibility of the individual authorities, and that responsibility for any amendments to allocation schemes to accommodate Choice Based Lettings Schemes and nomination processes remains the sole responsibility of the individual member authorities.

1.7 The Consortium's key objectives for the CBL Scheme are as follows:

- To work collaboratively amongst local authority and RSL partners
- To jointly commission an existing CBL Agency to operate the Joint CBL scheme on behalf of all the partners
- To consult other partners and interested organisations on the operation of the Scheme
- To increase efficiency, through the minimising of implementation and ongoing costs
- To maximise the number of vacant properties that are let through the scheme
- To maximise choice, accessibility and ease of operation for customers
- To ensure that vulnerable and homeless people, and those who do not have English as their first language, are not excluded and are able to obtain full benefits from the Scheme
- To adopt a holistic "housing options" approach to customers
- To explore the opportunities for extending the Scheme to private sector landlords
- To share good practice on joint working with other local authorities and RSLs

2. Approach to the Operation of the Scheme – Use of an Existing CBL Agency

2.1 Following the successful establishment of other joint approaches to the operation of CBL Schemes it is apparent that a number of "CBL Agencies" have been formed. These CBL Agencies are now very experienced at managing the entire process, including producing, printing and distributing the periodic vacancy magazine, telephony, information technology and the electronic and manual receipt of the bids from customers. At the end of each "bidding" cycle, the Agency returns a summary of the "bids" to each authority, who then prioritises offers made to the successful customer based on their own Allocations Scheme. The Agency also provides regular and detailed statistical information to the local authority on bids.

2.2 The Consortium agree that there are lots of benefits to our customers in contracting with an existing CBL Agency to provide the Consortium's CBL Scheme, as opposed to setting up our own joint operation from scratch. The Consortium therefore is minded to contract with a CBL Agency to operate its CBL Scheme, on the Consortium's own terms, through a competitive tendering process. However, it is emphasised that the CBL Agency will operate the Consortium's Joint CBL Scheme as a "stand-alone" operation, to the Consortium's own requirements, and not as an extension to any existing scheme(s), although of course, the Agency will probably use the same ICT infrastructure.

2.3 The Consortium have been successful in obtaining funding from the Office of the Deputy Prime Minister (ODPM) and wishes to appoint a consultant ("the Consultant") to oversee, co-

ordinate and manage the implementation of the CBL scheme on behalf of the Consortium. Accordingly, it has agreed to seek fee bids and tender submissions from potential consultants on how they would project manage the implementation. It is expected that the successful Consultant would be employed from 1 July 2006 for 12 months with the target of implementing the CBL scheme by 1 April 2007.

2.4 The Consortium accepts that a number of existing CBL schemes operated by CBL Agencies, in their current form, are likely to be acceptable for a simple replication for the Consortium's scheme. Therefore, the Consortium does not intend a detailed specification to be produced by the Consultant, but a basic specification produced, allowing Agencies to prepare a scheme based on their existing operation, with options for the Consortium to consider.

3. General Approach to be Taken to Implementation of the CBL Scheme

The following sets out the approach expected to be taken by the consultant to deliver the project as part of their Tender Submission, comments are sought from the consultant on these stages.

Stage 1

(i) To establish a detailed project plan including, key milestones, project parameters, determine timescale and implementation dates.

(ii) To recommend the scope, model and detailed operation of the CBL scheme, in liaison with each of the partners

(iii) To determine the likely set-up and on going operational costs of each of the parties.

(iv) To undertake a market analysis of the potential providers (CBL Agents)

(v) To undertake a cost benefit analysis to assess the likely overall savings to each partner of operating a joint CBL scheme, as opposed to individual ones.

Consultation

To undertake a consultation exercise including (but not limited to):

- Preparing a briefing paper explaining the proposed approach and requesting feed back from all external partners.
- Contacting appropriate groups who would have an interest in the scheme, particularly those that represent vulnerable people consulting on advocacy arrangements.
- Contacting the Essex and Herts Race Equality Council to discuss issues relating to BME and communities.
- Providing a report on the outcome of the consultation to the Consortium together with any recommended change as a result.

Stage 2

- (i) To propose, co-ordinate and produce legal documentation for the joint contract arrangements between each of the authorities in the Consortium.
- (ii) To advise each partner within the Consortium of their future budgetary requirements both capital and revenue.
- (iii) To undertake a Race Equality Impact Assessment of the scheme.
- (iv) To advise on any implications of EU Procurement legislation relating to the appointment.

Stage 3

- (i) To produce a specification setting out the basic requirements for the services to be delivered by the Choice Based Lettings Agency, including (but not limited to):
 - Frequency and format of the periodic publication
 - Inclusion of other housing options within the publication
 - Available methods of bidding
 - Bidding restrictions
 - Analysis of bids
 - IT requirements for returning bids to each authority etc.
 - The needs of vulnerable groups
 - Arrangements for translations of scheme user guides and the periodic publication
 - Setting deadlines for each stage of the process
 - Ensuring each authority has access to information and Data Protection requirements are complied with
- (ii) To undertake the complete tendering exercise including, requesting price options from each Agency on various methods of operation e.g. frequency of periodic publication, photographs or text etc. in accordance with the appropriate procurement rules.
- (iii) To advise on the evaluation methodology in terms of quality, price, ICT requirements and the selection process.
- (iv) To arrange and attend the selection interviews (which will comprise members of the Operational Group) for the Choice Based Lettings Agency.
- (v) To produce a Tender Report on the selection process, the recommended appointment, for the benefit of all partners and local authority members.
- (vi) To negotiate the final terms and contract price in consultation with the Consortium's Operational Group to maximise best value for money for all members of the Consortium.
- (vii) To put in place the separate contract arrangements between each of the authorities within the Consortium and the appointed CBL Agency.

Stage 4

(i) To advise each consortium member on all necessary IT requirements from implementation to day-to-day management of the scheme based on the interfaces required with the CBL Agencies ICT system.

(ii) To advise on and set up training requirements for each Consortium member, in liaison with the CBL Agency.

(iii) To produce for all Consortium members, information leaflets and all necessary publications for service users.

(iv) To co-ordinate all aspects relating to the launch of the scheme across all six authorities in the Consortium.

Stage 5

(i) To undertake a post-implementation evaluation of the scheme, including a benchmarking exercise on costs, visiting each member of the Consortium.

(ii) To put in place monthly performance meetings (attending the first two) with the successful Choice Based Lettings Agency with representatives of the Consortium.

(iii) To undertake post-implementation customer and stakeholder research to determine the success of the scheme or otherwise.

(iv) To advise all Consortium members on post-implementation staff resourcing and workload distribution issues generally.

4. General Requirements

4.1 To assist each Consortium member with Member reporting arrangements, seeking appropriate approvals at each stage of implementation.

4.2 To liaise throughout the process with the Herts and Essex Housing Options Consortium, CBL Discussion Forum and the ODPM CBL Advisor.

4.3 To ensure that the ODPM Grant is used in accordance with the ODPM Grant Conditions.

5. Interim Reports

5.1 The Consortium must be provided with a basic *Draft* Interim Report after the completion of each Stage (referred to in Section 4 above) two weeks prior to the proposed completion date, in order that the Consortium may have the opportunity to comment on the draft before production of the final version.

5.1 At the completion of the Consultant's work (1 July 2007) the Consortium must be provided with a final report setting out the success of the scheme or otherwise and

recommendations for any future actions. This report must be presented the Choice Based Lettings Consortium by end of September 2007.

6. Indicative Timetable

6.1 The Consortium's indicative timetable for the implementation of the Choice Based Lettings Scheme is as follows:

Consultants Brief issued and tenders invited	- Mid March 2006
Tender Submissions received from consultants by	- 28 April 2006
Presentation/selection meeting held in	- May 2006 (TBA)
Consultant appointed by	- 29 May 2006
Stage 1 Project Plan/Scope/Model/Costs	-1 September 2006
Stage 2 Impact Assessment/Contracting/Budgets	-2 October 2006
Stage 3 Specification/Tendering/Appointment/Contract	- 31 January 2007
Stage 4 IT/Training/Publications	- 28 February 2007
Stage 5 Evaluation/Meetings/Resourcing/Research	- 1 July 2007

7. Provision of Electronic Versions of Reports

7.1 In addition to the provision of hard copies of any Reports, the Consultant will be required to provide electronic copies of the reports by email or on disc, in a format compatible with the Consortium's computer systems (Microsoft Word, Access and Excel). All reports will then become the property of the Consortium and its individual members for its future use and manipulation in whatever way it wishes.

8. Copyright

8.1 Copyright of the reports, will belong to the Consortium and must not be reproduced without the permission of the Consortium. An endorsement of this fact, with wording agreed by the Consortium, must be stated within the reports.

9. Payments Schedule

9.1 The Consultant's fees will be paid at the stages and percentages of the total fee bid as set out below, on receipt of invoices.

Stage	% of Total Fee Bid
Completion of Stage One & Two as set out in the Consultancy Brief	20%
Completion of Stage Three as set out in the Consultancy Brief	40%

Completion of Stage Four as set out in the Consultancy Brief	20%
Completion of Stage Five as set out in the Consultancy Brief	15%
Receipt of all materials/discs/reports etc following completion of the Project	5%

9.2 Epping Forest District Council (a Consortium Member) has been appointed by the Consortium as the contracting body who will, with the agreement of the Consortium, employ the Consultant. On receipt of invoices, Epping Forest District Council will settle payment within 28 days.

9.3 It will be a requirement of the contract that if the Consultant fails to meet any of the Consortium's requirements within each of the stages set out in this Consultants Brief, payments for that stage will be with-held.

10. Non-assignment

10.1 The contract for the supply of services must not be assigned or sub-contracted, in full or in part, without the permission of the Consortium.

PART B

INVITATION TO TENDER & GENERAL REQUIREMENTS OF TENDERING

1. Invitation to Tender

- 1.1 Tender submissions are invited, detailing an all-inclusive cost to undertake the implementation of the Consortium's Choice Based Lettings (CBL) Scheme in accordance with Part A of this Brief and explaining the approach that the Consultant would take to the Scheme if appointed. Tender submissions must include the required information, and be submitted in accordance with the requirements, detailed in this Part of the Brief.

2. Tender Submission

General

- 2.1 The Consortium's decision on the award of contract will primarily be based on the Fee Bid and the information contained in each tenderer's Tender Submission. Tenderers must include in their Tender Submission all the information they wish to provide and want to be taken into account when the Consortium selects the Consultant to undertake the CBL Scheme.
- 2.2 Tenderers are required to provide their Tender Submission in **eight bound documents, and one unbound document.**
- 2.3 Tenderers are requested to restrict the information contained in their Tender Submission to the minimum that they consider necessary for the Consortium to make a considered decision on their experience and ability to undertake the CBL Scheme. It will not be to tenderer's advantage to provide unnecessarily detailed or superfluous information.

Tender Price

- 2.4 Tenderers are required to state in their Tender Submission an all-inclusive cost for undertaking the CBL Scheme. This must include all costs relating to the CBL Scheme, including research, analysis, all meetings with Consortium members, tenant representatives or partner agencies devising and undertaking the required tasks (including postage costs), staff costs, travelling/accommodation expenses, subsistence, copying, printing, postage, pre-paid postage and answering all queries relating to the CBL Scheme. Additional costs in excess of the tender submission will not be paid without the express agreement of the Consortium, which in any event would only be for additional services not requested as part of this Consultants Brief.

Hourly and Daily Rates

- 2.5 Although the Tender Submission must be based on an all-inclusive cost, tenderers must also detail the hourly and daily rates that would apply for each member of the Consultant's team if additional work was sought by the Consortium.

Proposed Coverage of the work and the Tenderer's Proposed Approach to the Exercise

2.6 Tenderers are required to explain in their Tender Submission the tenderer's proposed approach to the exercise, taking into account the Consortium's requirements set out in Part A of this Consultants Brief.

2.7 In particular, tenderers are requested to explain their proposed approach to the implementation and co-ordination of the CBL Scheme for the six member authorities.

Information Required from the Consortium

2.8 Tenderers are required to state the information that will be required from the Consortium to enable the Consultant to undertake his/her task.

Consultant's Team and Lead Consultant

2.9 Tenderers are required to state the name and position within their organisation of:

- the lead consultant
- other staff (if any) that will be involved with the CBL Scheme, together with their proposed role

2.10 Curriculum vitae should be supplied for the lead consultant and any other key members of the Consultant's CBL Scheme implementation Team.

Previous Experience of CBL Schemes

2.11 Tenderers are required to provide a summary of their experience in respect of implementing CBL Schemes.

References

2.12 Tenderers are required to provide the names, addresses and contact telephone numbers of three local authority clients for whom they have undertaken work relating to CBL, including details of the nature of the work, within the last 12 months, and confirm that they have no objections to the Consortium seeking the views of these clients on the quality of the work undertaken. In addition, evidence of adequate insurance cover will be required.

Quality Control

2.13 Tenderers are required to state the processes they would put in place to ensure the quality of the work undertaken.

Indicative Timetable

2.14 Tenderers are requested to state whether the indicative timetable set out in Section 6 of Part A of this Consultants Brief is realistic and achievable. If it is not considered to be realistic, tenderers are required to propose an alternative timetable.

Anticipated Difficulties

2.15 Tenderers are requested to state whether they anticipate any difficulties adopting the Consortium's proposed approach to the CBL Scheme.

3. Selection Criteria

3.1 The selection of the Consultant to undertake the CBL Scheme will be based on:

- their fee bid
- the quality and content of their Tender Submission and, in particular, their proposed approach to, the implementation of the CBL Scheme
- the quality and content of information provided at the presentation, and associated answers to questions

4. Administration of Tenders

4.1 Tenderers must not disclose details of their Tender Submissions to any other person or organisation, other than on a confidential basis to those who have a legitimate need to know, or with whom they need to consult for the purposes of preparing the tender.

4.2 Tenderers will be deemed to have read and taken into account the contents of this Consultants Brief in full before submitting their Tender Submission.

4.3 Tender Submissions must not be qualified, but submitted strictly in accordance with this Consultants Brief (or as may subsequently be amended by the Consortium during the tender period).

4.4 Tenderers are responsible for all their own costs incurred in relation to the preparation of their Tender Submission and the subsequent selection process of the Consortium.

4.5 The Consortium is not obliged to accept any Tender Submission and is under no obligation to discuss reasons why Tenders Submissions are not accepted.

4.6 Any tenderer who directly or indirectly canvasses any member of the Consortium, officer, Member or employee of any of the authorities within the Consortium concerning the award of the contract, or who directly or indirectly attempts to obtain information from any member, officer or employee concerning any other Tender Submission will be disqualified.

4.7 Tenderers may seek to clarify any points of doubt or difficulty concerning this Consultants Brief with the Chairman of the CBL Operational Group. Other tenderers will be notified of any matters that arise from such enquiries that may have an effect on their Tender Submission.

4.8 Information contained in this Consultants Brief or provided separately is supplied only for general guidance in the preparation of the Tender Submission. The Consortium will accept no responsibility for any errors or omissions from the information.

5. Return of Tenders

5.1 The Closing Date for Tender Submissions is **12 Noon, Friday 28 April 2006.**

5.2 Tender Submissions must be returned before the Closing Date in plain wrapping / envelope and must not bear any name or mark identifying the name of the tenderer, including marks made by commercial franking machines or recorded by the Post Office or other delivery organisations.

5.3 **The tender return label enclosed with this Consultants Brief must be used and affixed to the outside of the envelope.**

5.4 Tenderers not wishing to make a Tender Submission are requested to return all tender documentation to the Consortium.

5.5 Tender Submissions received that do not comply with these requirements may be deemed invalid and may not be considered.

6. Cancellation for Favours

6.1 The Council shall be entitled to disqualify a tender, or to cancel the contract, and recover from the Consultant the amount of any loss resulting from such cancellation, if the consultant shall have offered, or given, or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing, or forbearing to do, or for having done or forborne to do any action in relation to obtaining the execution of the contract or any other contract with the Consortium, or for showing or forbearing to show favour or disfavour to any person in relation to the contract.

6.2 This will also apply if the like acts shall have been done by any person employed by the consultancy or acting on its behalf (whether with or without the knowledge of the consultancy), or if in relation to any contract with any authority within the Consortium the consultancy, or any person employed by it, or acting on its behalf, shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916, or any amendment of them, or shall have given any fee or reward, the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act 1972.

7. Enquiries

7.1 Enquiries relating to the tendering process should be addressed to:

Stephen Tingley
Chairman
CBL Operational Group

Tel: