

Part 2 Specification

Framework Reference

TCCS6821

Framework Title

Provision of Temporary Accommodation

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A Overall Scope and Nature of the Requirement

A1 Temporary Accommodation (TA) Framework

- A1.1 The purpose of this service specification is to describe and outline the accommodation and housing management services required under the Framework Contract and the quality standards which should be adhered to.
- A1.2 Ideally, we are looking for Providers who can supply both the accommodation and housing management services required (Lot 1) but we are also keen to work with Providers who are only able to meet the accommodation requirements of this specification (Lot 2) to ensure we have access to sufficient quality secure accommodation to meet the needs of Torbay citizens.
- A1.3 The Council will require approximately seventy-six properties for households at any one time as part of this framework contract.
- A1.4 At this point it is predicted that this will comprise of:
- a) forty units (shared or self-contained) for single homeless people and couples – including adapted accommodation and those able to accept people with multiple or complex needs and high-risk clients;
 - b) thirty-six self-contained units for families.
- A1.5 The table below shows the breakdown of estimated property requirements.

Accommodation Unit Type	Number of Units
a) Single Bedroom Shared Facilities	36
b) Single Bedroom Self-Contained	
c) Single Bedroom Self-Contained (Adapted)	2
d) Single Bedroom Self-Contained (High Risk)	2
e) Two Bedroom Self-Contained	22
f) Three Bedroom Self-Contained	4
g) Four Bedroom Self-Contained	10
h) Five Bedroom Self-Contained	1

- A1.6 Accommodation descriptions:
- a) single bedroom shared facilities – rooms in a hotel; shared house; house of multiple occupation (HMO); Variety of ground floor and upper floor required

- b) single bedroom self-contained – exclusive use of accommodation with its own access and no shared facilities; Variety of ground floor and upper floor accommodation required.
- c) single bedroom self-contained (adapted) - ground floor accommodation which is adapted for a wheelchair user;
- d) single bedroom self-contained (high risk) - can accommodate people with complex and multiple needs; Variety of ground floor and upper floor accommodation required.
- e) f) g) h) two to five bedroom units of accommodation with its own access and no shared facilities.

A1.7 The Tender process to put the Framework in place will be structured as two Lots outlined as follows:

- a) **Lot 1 – Accommodation & Housing Management:** The purpose of the services provided as part of this Lot are to supply good quality furnished temporary accommodation and housing management services to a range of households in housing need on behalf of the Council. This will include Homeless Single people, Couples, Families, and Care Leavers;

This could also include hotel rooms that would be used in exceptional circumstance. Hotels/ B&B provision would not usually be used for young people under the age of eighteen. Families would only be accommodated in exceptional circumstances;
- b) **Lot 2 – Accommodation Only:** The purposes of services provided as part of this lot are to enable the Local Authority to lease accommodation (preferably furnished but unfurnished considered) in which they will place Homeless Single people, Couples, Families, Care Leavers. The Council will be responsible for the Housing Management of these properties.

A1.8 Once in place the Framework will operate on a two-tier basis. Details of the tiering structure and how Call-Off Contracts will be allocated can be found in section B5-B7 of the Part 1 Information and the Framework Agreement.

A1.9 Any contracts awarded from Tier 1 of the Framework will be paid in full for the period of the call-off contract providing the expectations laid out in this specification are met. This means that income will be guaranteed for the provision provided as part of that call-off contract (Tier 1) irrespective of occupancy. Exceptions will include; the Provider has failed to complete repairs and/or the unit of accommodation no longer meets the specified standard, the Provider has failed to make the property available within the timescales set out in this specification, the Provider has refused a suitable nomination without reasonable justification.

A1.10 Whilst every effort has been undertaken to anticipate future demand, we experience fluctuations at times in both demand and needs. Tier 2 within the Framework will provide additional capacity in these circumstances through additional call off contract arrangements.

- A1.11 The Council will be responsible for issuing license agreements (Appendix 9 HMO License Agreement and Appendix 10 Self-contained License Agreement) to those occupying temporary accommodation to ensure accommodation is provided in accordance with the Council's legal duty. Temporary accommodation is exempt from the Protection from Eviction Act and has no security of tenure; households only having basic protection afforded to them by means of an excluded licence. This means that The Council and anyone acting on the Council's behalf retain the power of entry without notice on units of accommodation, the right to move people at short notice and the accommodation can be brought to end by the serving of a notice to quit. This is crucial to ensure we can safeguard against risk and ensure the prompt turnaround of properties.
- A1.12 The Council will require two properties which are wheelchair accessible as part of the Framework. The units should be designed as wheelchair user housing, including the specifications for the external arrangements and approach, entrance thresholds, internal circulation space, door and corridor widths, usable living spaces including the kitchen, bathroom and bedroom spaces, and the design of door and window opening furniture, switches, controls and sockets. A useful guide to specifications can be found at: [Wheelchair Housing Design Guides](#).
- A1.13 Our Temporary Accommodation Service will form part of a range of measures in Torbay aimed at ensuring our citizens have access to safe, quality long term accommodation that meets their needs. Alongside the provision of Temporary Accommodation there will be additional services available to support those in temporary accommodation. This will include:
- a) resettlement workers to work with households in TA to ensure they have registered on Devon Home Choice, carry out searches and arrange viewings for private rented properties, income maximisation and ensuring support needs are identified and met;
 - b) a pilot project to provide support to assist complex clients in maintaining their TA to reduce demands on the wider system and assist with managing risk to increase accessibility to accommodation options.

B Mandatory Pass / Fail Requirements – Applicable to Both Lots

This section sets out the Authority's mandatory requirements for the successful Applicant to perform the Contract.

Evidence requirements are as set out in Part 5 Mandatory Criteria.

B1 Property Standards – Applicable to All Lots

- B1.1 The Provider must be the owner, leaseholder or managing agent of the properties subject to this framework contract. The Provider will ensure that properties included within this contract meet the quality standards as set out in this service specification.
- B1.2 Properties put forward for inclusion in this contract should be good quality and meet the standards set out in this specification, schedules and appendices. It will not be permissible to use properties with Category 1 hazards (such as excess cold, limited fire escape and high risk of falls) until these are fully addressed.
- B1.3 The Provider will complete a Housing Health and Safety Rating System (HHSRS) self-assessment for each property before its use within the framework contract and a copy will be provided to the Council. A copy of the HHSRS Guidance for Landlords and Property Related Professionals is attached as Appendix 1. The Provider will undertake a HHSRS inspection of each unit between lettings to ensure that it is suitable.
- B1.4 Properties will be inspected by the Council, before being accepted as part of the framework contract, or within forty-eight hours of occupation where an emergency placement is required for a homeless household. Properties will be re-inspected on a quarterly basis. Unannounced inspections may take place by Ofsted, the Borders Agency or by the Council.
- B1.5 All alterations, development and works carried out on properties utilised as part of this contract must comply with the relevant legislation and Council policies. Requisite planning and building consent's, licences and permissions must be in place and evidence must be provided to the Council on all properties prior to their inclusion in this framework contract.
- B1.6 The Provider will ensure that, in compliance with the provisions of the Housing Act 2004, every property used within this contract including, but not limited to being:
- a) located inside the Core Tourism Investment Area of Torbay (see Appendix 2 Core Tourism Investment Areas Map) and/or;
 - b) a House in Multiple Occupations (HMO) which requires a Mandatory Licence and/or;
 - c) subject to any other licensing scheme designated under the Housing Act 2004 provisions during the terms of this contract;

shall have the requisite licence or planning permission prior to it being used in this contract.

- B1.7 If a property is located within the Core Tourism Investment Area, then further clarity can be obtained through the Planning Portal <https://www.torbay.gov.uk/planning-and-building/planning/do-you-need-planning-permission/> where advice can be provided on the location of properties and planning permission that maybe required. Please all see Appendix 2 (map of core tourism area).

For example, this may include but not limited to a hotel that falls within the Core Tourism Area and who intends to apply for a spot purchase arrangement, where the number of bedrooms being provide is dominium's to their main commercial activity, would not be deemed as requiring planning permission. A property that has residential planning permission within the area is also unlikely to require planning permission unless alterations to the building are required. However, it is recommended that advice is sought.

- B1.8 Properties offered for lease under Lot 2 will be exempt from HMO licensing as they will be leased and managed by the Council. A full list of exemptions can be viewed at [Housing Act HMO Exemptions](#).
- B1.9 All properties will have installed gas or electrical central heating. Free standing convection or fan heaters will not be acceptable for use in any properties used within this framework contract.
- B1.10 Where accommodation for single households is provided in shared housing this should comply with House in Multiple Occupation (HMO) standards and be licensed as appropriate. HMO units will meet the standards set out in Appendix 4 (HMO Amenity Standards).
- B1.11 The Housing Options Team will ensure that households are accommodated in properties which are appropriate to their needs and size of household. This will depend upon the type and size of the property available and the space the accommodation offers. The Council will work with the Provider to calculate agree the maximum number of occupants for each property based on the size of the accommodation on offer. This will be agreed at the initial inspection of the property. Normally no more than two people should share a bedroom unless the space available allows bunkbeds for children for example. Circumstances may arise where additional rooms are required, for example where a customer requires a carer to live with them.
- B1.12 All property contracted on this framework must meet the 'Technical Housing Standards – nationally described space standard' as set out in Appendix 5.
- B1.13 The Provider will keep the exterior of the property clean and in good condition. All down pipes and guttering should be secure, leak free and in good working condition.
- B1.14 The Provider should ensure that all boundary walls, fences, and gates should be in good repair. Gardens and bin yards should be kept clean, tidy, and cleared of rubbish.

B2 Fire Safety

- B2.1 All properties must comply with minimum standards in relation to fire safety as set out in Appendix 6 Fire Safety Principles for Residential Accommodation.
- B2.2 As a minimum all properties will require a hard-wired Automatic Fire Detection (AFD) system of appropriate type and grade and relevant fire separation between units of accommodation. In addition, it is also expected that a fire blanket is provided in each kitchen and a multi-purpose extinguisher in hallways.
- B2.3 In any back-to-back properties, the Provider will need to comply with the additional fire safety measures specified in the above guidance and section 2.5 and section 2.6 of Appendix 6 where any property has a basement or cellar.

B3 Gas & Electric Checks

- B3.1 Gas and electrical safety checks will be carried out by the Provider annually on each unit made available to the scheme. The Provider will ensure that any electrical appliances are regularly inspected in accordance with the 1989 Electricity at Work Regulations or any subsequent similar legislation to ensure their safety.
- B3.2 The Provider will ensure that electrical items, including cookers will be subject to Portable Appliance Tests (PAT) annually.
- B3.3 Copies of certificates should be retained for inspection by the Council.

B4 Security

- B4.1 All external doors and frames to be of an external grade and of strong and secure construction with frames well secured to the jambs.
- B4.2 For self-contained households the external doors must be fitted with a five-lever mortice deadlock conforming to BS 3621 or equivalent. In HMOs with 3 or 4 tenants all deadlocks on final exit doors must be operated by a thumb turn release fitted with a lock case conforming to BS EN 12209 security grade 3 (minimum) and cylinder conforming to BS EN 1303 security grade 3 (minimum).
- B4.3 Any PVCu doors should be fitted with a euro cylinder lock conforming to TS007 or the Sold Secure Diamond Standard.
- B4.4 Alternatively, digital entry systems will also be considered.
- B4.5 All ground floor and upper storey windows accessible from ground level must be of sound construction and secure against unauthorised access.

B5 Climate Emergency & Energy Efficiency

- B5.1 On 24 June 2019, Torbay Council declared a 'Climate Emergency' and are committed to helping to tackle climate change and to become carbon neutral by 2030. We want to ensure the environmental impact of the Council's procurement

of goods, services and works is minimised in line with our response to the climate emergency.

- B5.2 The Council's expectation is that it's Providers:
- a) know the impact their organisation has on the environment;
 - b) have an environmental policy which embeds a culture of reducing negative environmental impacts within their organisation;
 - c) ensure their environmental impact is measured, regularly reported and overseen at the highest level;
 - d) reduce negative environmental impacts with a clear action plan outlining the work to be undertaken focussing on the biggest impacts, with key targets and timelines to the actions to be undertaken, for example:
 - if travel is used, mileage is reduced. For the miles that are unable to be reduced more environmentally friendly ways to travel are used;
 - if buildings are used, environmental building survey(s) have been undertaken and any negative environmental impacts are mitigated / reduced;
 - e) work with their supply chain to know the environmental impact of the goods / services they purchase and mitigate / reduce negative impact, where the negative impact is not able to be reduced offset the impact;
 - f) work towards their organisation being Carbon Net Zero by 2030.
- B5.3 To help deliver some of the above aims each property as a minimum will need to have an Energy Performance Certificate (EPC) rating of D. This will also assist with meeting any future legislative energy efficiency changes, which will have to be adhered to.
- B5.4 An EPC must be provided to the Council for each property including Houses of Multiple Occupation (HMO).
- B5.5 We will work with Providers to increase fuel efficiency within their properties ensuring they have access to information and advice on how to best increase their efficiency. This may also include access to grant schemes.

B6 Health and Safety

- B6.1 All Provider staff who undertake work on behalf of the Council are required to fully comply with their legal duties under health, safety and welfare legislation while at work to ensure the health and safety of themselves and others that may be affected by their acts or omissions.
- B6.2 In recognition of the legal duties imposed upon them all Providers and those Provider staff undertaking work on behalf of the Council under this Contract will:
- a) co-operate with the Council's Director Responsible for Health and Safety, Managers, Supervisors, Corporate Health and Safety

Department and their own Employer to enable them to comply with their legal duties;

- b) comply with ALL requirements of the Council's Health and Safety Policies and other rules and procedures in place;
- c) not intentionally or recklessly interfere with or misuse anything provided in the interests of health and safety;
- d) actively promote a positive health and safety culture;
- e) only undertake work for which they have been trained and are qualified and competent to undertake;
- f) where applicable, ensure that risk assessments and method statements relating to their work are presented to the council's authorised officer, prior to commencement of work, if they are not following the Safe System of Work provided by Torbay Council.

B6.3 The Council's Health & Safety Policy Statement can be found at Appendix F.

B7 Invoicing

B7.1 The Council will make payments to the Provider monthly in arrears.

B7.2 The Provider must invoice the Council monthly in arrears for work undertaken.

B7.3 The Provider must make all invoices payable by Torbay Council and must be marked with Torbay Council's name and address, the Provider's name and address and the Council's official purchase order number.

B7.4 Invoices must be submitted by e-mail to: **invoices@torbay.gov.uk**.

B7.5 The Provider must provide a consolidated invoicing approach as standard, including for third parties services unless otherwise specified. Any information specific to the invoice and the provision of services, must be attached to the invoice, to enable prompt processing / payment.

B7.6 All invoices must contain a full breakdown of costs and must match the agreed pricing stated on the final quotation and official purchase order.

B7.7 The Council's settlement terms are thirty days from the date of an undisputed invoice, or receipt of goods or service, whichever is the later.

B7.8 Disputed parts of invoices and invoices not bearing purchase order numbers will not be paid and a corrected invoice will be required.

B7.9 Payment will be by BACS and remittance advices will be transmitted to the Provider by email (the Provider's appropriate email address must be supplied).

B7.10 Where IR35 regulations may apply to an Individual, Sole Trader or Personal Services Company, Torbay Council will conduct an employment status check to find out if the Provider should be classed as employed or self-employed for tax purposes (CEST). The Provider will agree to abide by the outcome of the

employment status check, which may affect the way in which the Provider is paid and could include the possible deduction of Tax and National Insurance.

B8 Disaster Recovery and Business Continuity Plans

B8.1 The Provider is required to submit a Disaster Recovery and Business Continuity Plan for the Council's approval within three months of the contract start date and reviewed on an annual basis as part of the contract management process.

B8.2 As a minimum the Disaster Recovery and Business Continuity Plan should address the following:

- a) how the Provider will manage and respond to any major accidents or incidents such as a gas leak or disaster such as fire or flood that may occur—particularly any major incidents/accidents that will impact on the availability of accommodation provided under this specification e.g., insurance provision in place to provide alternative accommodation or access to other accommodation;
- b) how the Provider will manage and respond to any safeguarding issues raised that will impact on their ability to provide the service outlined in this specification;
- c) how the Provider will manage any staffing issues that will impact on the delivery of the service outlined in this specification;
- d) how the Provider will manage any reasonably foreseeable events that could prevent the delivery of the contract in part or in full.

B9 Exit Management

B9.1 The Provider is required to submit an Exit Management Plan for the Council's approval within three months of the contract start date.

B9.2 As a minimum the Exit Management Plan should address the following:

- a) transition period, all aspects of the service should continue to meet the obligations of the contract during any pre-agreed transition period;
- b) steps to be taken to resettle or provide alternative accommodation to service users;
- c) disposal of data whilst preventing disclosure to other organisations and the media.

B9.3 The Provider is required to review the Exit Management Plan and submit an updated Plan to the Council for approval on an annual basis.

C Discretionary Pass / Fail Requirements – Applicable to Lot 1 Only

C1 Data Protection, Information Sharing and Information Security

- C1.1 The data collection/processing requirements in respect of this Contract are set out below.
- C1.2 For the purposes of this contract the role of Provider will be as Data Controller, and they will be responsible for determining the purposes for which and the means by which Contract personal Data is processed. For example, risk assessment and management plans received from the Housing Options Team as part of a placement.
- C1.3 Applicants are required to have appropriate measures in place to protect personal contract data and provide confirmation within their Part 5 Mandatory Criteria response
- C1.4 Successful applicants will be required to comply with all relevant data protection legislation.

C2 Risk Assessment & Management

- C2.1 All households that require temporary accommodation shall have a risk assessment completed see Appendix 7. This will be made available to the Provider prior to placement into accommodation where possible. In cases where this is not possible such as emergency, out of hours placements, the risk assessment will be made available the next working day.
- C2.2 Where the risk assessment has identified additional support needs, the Council will ensure that the client has been referred for appropriate support in order to address and manage these needs. Referrals will be completed at the time of the placement if not before.

C3 Incident Reporting

Any dangerous or significant incidents including harassment, health and safety and safeguarding must be reported to the Council immediately.

C4 Safeguarding

- C4.1 The Provider will have a policy and procedures in place for safeguarding and protecting vulnerable adults and children. These should cover:
- a) a code of conduct for all employees which sets out the professional boundaries between customers and staff;
 - b) procedures to prevent staff from personal benefit when working with

vulnerable people;

- c) a clear procedure for reporting and recording any individual concerns from staff, customers or others which ensure prompt action is taken;
- d) training for staff on how to recognise any safeguarding issues, how and who to report any actual or suspected incidents to.

- C4.2 The Provider will ensure that there are recruitment checks, including professional references and DBS checks including subcontracted staff involved in the delivery of the service. These should be renewed every three years.
- C4.3 The Provider will ensure that staff receive appropriate training in order to understand their role in safeguarding vulnerable households and their professional boundaries.
- C4.4 The Provider will report any safeguarding concerns or serious incidents to the contract manager within the Council promptly and participate in any multi agency working in response to specific cases.

C5 Performance Management & Reporting

- C5.1 The Provider shall establish appropriate systems and keep records as necessary for the effective delivery and monitoring of the service as agreed by the Council.
- C5.2 The Provider will be required to meet the minimum targets as set out in the table below and submit the performance monitoring information in relation to the service as follows:

Performance Information	Reporting Frequency	Target/Standard		
		<94%	95-98%	>98%
Occupancy rates based on clients provided by the Council	Quarterly	<94%	95-98%	>98%
Turnover rate - % of properties available for occupation within 24hrs of previous resident departure.	Quarterly	<95%	96-99%	100%
Number of emergency repairs reported Of those reported % completed within agreed timescales	Quarterly	Number only 100%		
Total number of complaints received % Of complaints received responded to and resolved within 15 days	Quarterly	Number only 100%		

Number of non-emergency repairs reported Of those reported, % of non-emergency repairs carried out within specified timescale	Quarterly	Number only 100%
Number of emergency repairs reported Of those reported, % of emergency repairs carried out within specified timescale	Quarterly	Number only 100%
Periodic satisfaction surveys (min annually)	Annual	50% of occupants

- C5.3 The Provider will be expected to comply with the contract management arrangements adopted by Torbay Council. This will include reporting service performance each quarter as set out above and nominating a contract manager who will meet regularly with the contract officers from the Council to monitor the delivery, review and performance of the framework contract.
- C5.4 The service will be subject to an onsite validation visit during the first six months of the Contract to assess service quality and ensure all the quality standards as set out in this specification are met in full.

D Core Requirements – Lot 1 Accommodation & Housing Management

D1 Overview

- D1.1 The Housing Options Team carry out the statutory function for homelessness. The team are required to carry out an assessment and provide a personalised housing plan to any person at risk of homelessness. There are various points and circumstances defined in legislation that place the Council under a legal obligation (duty) to provide suitable temporary accommodation.
- D1.2 The Council will carry out a needs assessment and risk assessment of presenting households before matching them to a suitable Provider and accommodation. Households placed into accommodation will be visited by the Councils Resettlement Workers to ensure appropriate use of the accommodation and to provide move on support to ensure time spent in temporary accommodation is minimised. Where additional support needs are identified referrals will be completed to the appropriate agencies. The Council will report any repairs and maintenance issues it encounters during these visits, to the Provider.
- D1.3 The Provider will manage the properties ensuring that standards are maintained at all times. This will include provision of an out of office hours service for taking referrals and arranging access to temporary accommodation at short notice. The Council will be liable for the agreed costs for the duration of the agreement and irrespective of occupancy by homeless households subject to D4.4.
- D1.4 The Provider shall manage the households placed in their accommodation. Housing management is expected to include:
- a) providing an induction to the accommodation;
 - b) providing information and enforcement of house rules and how to operate heating and white goods contained within the property where applicable;
 - c) twice weekly visits to the accommodation;
 - d) providing information about reporting repairs;
 - e) monitoring the occupancy of the accommodation;
 - f) monitoring of visitors to the accommodation;
 - g) management of anti-social behaviour;
 - h) communication with contractors, the Council and other relevant services;
 - i) investigating and responding to complaints;
 - j) maintaining clear and accurate written records.

D2 Accommodation

- D2.1 All properties must be fully furnished with good quality furniture, fixtures and fittings depending on the property type. See Appendix 8 for inventory requirements.

- D2.2 All furniture, fixtures and fittings must comply fire health and safety regulations, including bearing the appropriate fire labels.
- D2.3 All HMO's must have CCTV in the communal areas and covering the entrances to the building.

D3 Allocations

- D3.1 The Council will match households to suitable properties based on size, location and property type. The Council must be able to place households into the accommodation as and when required due to the emergency nature of the service.

D4 Changeover & Voids

- D4.1 The Council will give the Provider as much notice as reasonably possible. The nature of temporary accommodation is unpredictable as clients leave without prior notification or we need to move someone at short notice.
- D4.2 The Council will notify the Provider as soon as it is aware a property is or will be vacant. The Council will require the property to be ready for use within one working day of the property becoming vacant.
- D4.3 If a property is identified as requiring a deep clean (an exceptionally systematic clean, usually to reduce contamination or control infection) then the property must be ready for use within two working days.
- D4.4 Where a property is identified as requiring major repairs, the Provider must contact the Temporary Accommodation Property Management Officer as soon as they find this to be the case. Together the Provider and the Council will calculate the anticipated time frame for the works to be completed. The Council will not be liable to pay for properties that are out of use for more than five working days unless prior agreement for continued payment has been reached.

D5 Repairs & Maintenance

- D5.1 It shall be the responsibility of the Provider to repair and maintain the accommodation, ensuring that it continues to meet the standards and conditions set out in the contract and any licensing conditions, at all times.
- D5.2 Repairs:
- a) the Provider shall carry out monthly inspections on all properties as well as inspections each time the property becomes vacant;
 - b) should the Council become aware of any repairs or maintenance issues during its work with clients at the property then the Council will report this to the Provider within twenty-four hours;
 - c) emergency repairs will be made safe within twelve hours and completed within twenty-four hours. The Council must be notified immediately if works cannot be completed, and the Provider will be required to ensure

temporary solutions are made available such as electric heaters if the heating cannot be repaired within twenty-four hours;

- d) minor repairs will be completed within ten working days. The Council should be notified at the earliest opportunity if works cannot be completed within this time scale;
- e) major repairs will require a joint inspection between the Provider and the Council. A schedule of works should be supplied within five working days and a decision will be made regarding continued use of the accommodation.

D5.3 Maintenance:

- a) planned maintenance works such as gas safety inspections should take place as required, the Council and any occupants at the property should be notified in advance;
- b) all communal areas of HMO's should be cleaned at least once every two weeks and as required in between;
- c) bedding should be laundered every two weeks and replaced every six months.

D6 Repairs & Damage Liability

- D6.1 The Provider shall ensure they have All Risk building insurance and contents insurance for the duration of the contract.
- D6.2 The Council shall be fully responsible to the Provider for any non-insurable losses as a result of deliberate damage caused to the allocated property and/or the furnishings and equipment therein.
- D6.3 The Council shall pay to the Provider on demand the reasonable amount required to make good or remedy any such damage on a like for like basis.
- D6.4 The Council will not be liable for accidental damage or general wear and tear.

D7 Complaints

- D7.1 The Provider will have a clear written complaints procedure for dealing with any complaints relating to the Service. This will set out whom to complain to; what the organisation will do and how to appeal in the case of dissatisfaction with the outcome. Details of how to complain should be clearly displayed within each property and be available to anyone who should request it. Complaints should be dealt with within fifteen working days.
- D7.2 The Provider will keep a record in a form agreed by the council of any complaints received about the service (whether received orally or in writing). This should detail the action taken by the Provider. The Provider will report performance on complaints on a quarterly basis as set in this service specification. The Provider should keep records of complaints available for inspection by the Council. Records

should be kept for the duration of the contract and then handed to the Council at the end of the contract.

- D7.3 The Provider must comply with the Council's procedure whenever a complaint is made by a third party, directly to the Council.

E Core Requirements – Lot 2 Leased Accommodation

This section sets out the core requirements for leased accommodation. The Council will lease the accommodation from the Provider/Landlord and will then sublet the property to homeless households by granting a licence. The Council will be responsible for the repairs, maintenance and management of the property for the duration of the lease.

E1 Accommodation

- E1.1 The Council will enter into individual leases for each of the premises offered and agreed and will be liable to pay rent to the Provider/Landlord will also be responsible for the Council Tax and utility costs.
- E1.2 The Council will be liable for the agreed costs for the duration of the agreement and irrespective of occupancy by homeless households.
- E1.3 The Provider/Landlord shall ensure the property is suitably insured and provide a copy of the policy to the Council.
- E1.4 A condition survey and inventory will be completed and agreed by all parties prior to any agreement commencing. This will consist of a description of the items within and will be supported by dated photographs.

E2 Repairs and Maintenance

- E2.1 The Council will return the property to the Provider/Landlord in the same condition as at the beginning of the lease.
- E2.2 The Provider shall be responsible for:
 - a) making good any damage caused by an Insured Risk, unless the damage was caused by the wilful actions, negligence or default of the Council or the Lawful Occupiers;
 - b) allowing the Tenant quiet enjoyment of the Property without any interruption by them;
 - c) ensuring compliance with their responsibilities defined within the Landlord and Tenant Act 1985 detailed in the Lease Agreement Appendix H
 - d) carrying out any works or repairs required in relation to Emergency Repairs, Urgent Repairs, First Priority Routine Repairs or Second Priority Routine Repairs as set out in the Lease Agreement;
 - e) ensuring that the Property complies with all applicable fire safety standards and that it contains fitted and fully operational smoke detectors throughout the Term; all electrical and gas installations in on or at the Property are tested on a regular basis and comply with all applicable safety standards; and every gas appliance (if any) in the

- Property has an up-to-date Gas Safety Certificate;
- f) maintenance of outdoor spaces including gardens, trees, paths and walkways and any outbuildings or garages that form part of the property;
 - g) ensure utilities are on prepayment meters or agree for conversion to prepayment meters.

E3 Damage Liability

- E3.1 The Provider shall ensure they have All Risk building and contents insurance for the duration of the contract. Contents insurance will only be required if the accommodation provided is furnished by the Provider.
- E3.2 The Council shall be fully responsible to the Provider for any non-insurable losses as a result of deliberate damage caused to the allocated property and/or the furnishings, and equipment therein.
- E3.3 The Provider will be responsible for accidental damage and general wear and tear.
- E3.4 The Council shall pay to the Provider on demand the reasonable amount required to make good or remedy any such damage on a like for like basis.

F Optional and Additional Requirements

F1 Optional Requirements Applicable to Registered Providers Only

- F1.1 The provider shall intensively manage and provide support and supervision to the households placed into the accommodation to ensure current and future support needs are identified and addressed. This requires more than general needs housing management due to the additional needs of those who have experienced homelessness.
- F1.2 Intensive management is likely to include, but is not limited to, tasks such as:
- a) controlling access to the premises;
 - b) ensuring understanding and compliance with licence agreements;
 - c) inspecting property to monitor use;
 - d) arranging repairs and improvements;
 - e) providing advice and facilitating move on to alternative accommodation;
 - f) assisting with applications for welfare benefits and other means of support; and
 - g) helping to keep people safe by monitoring visitors, including professionals and contractors and by carrying out health and safety risk assessments of property.
- F1.3 Providing the appropriate criteria set out within Housing Benefit Regulations, providers may attract a higher level of housing benefit income as the accommodation they provide is likely to fall under the Exempt Accommodation criteria. A briefing on this can be found at Exempt and Specified Accommodation and Intensive Housing Management.

F2 Further Services Offered

The Applicant will be expected to suggest as part of its response to the Evaluation Questions any additional products or services that they may be able to offer as part of this Contract or any other added value that their offer might be able to bring to the Authority. Applicants are expected to build any such offers into their submissions regardless of whether specific questions are asked along these lines or not.

G Social Value

G1 Our Commitment

- G1.1 The Council is committed to its responsibilities under The Public Services (Social Value) Act 2012. Therefore, the Council is seeking Participants who will add value to the Agreement by providing additional community benefits (above the services described within this specification).
- G1.2 Torbay Council is committed to a performance and evidence-based approach to Social Value.

G2 Our Priorities

- G2.1 We are seeking submissions that support our local priorities. Torbay Council's mission is to be a Council that supports, enables and empowers its residents, communities and partnerships.
- G2.2 The Council's ambition and priorities for Torbay and its residents to thrive are outlined in the Community and Corporate Plan 2019 -2023:
<https://www.torbay.gov.uk/council/policies/corporate/corporate-plan/>
- G2.3 We are looking for Applicants to make submissions in relation to Social Value that support the collective delivery of this plan in Torbay. All responses are expected to demonstrate what and how they will contribute to the delivery of this plan in Torbay.

G3 National Themes, Outcomes and Measures (TOM's)

- G3.1 The TOM's Framework for Social Value provides a measurement standard to support better and wider implementation of the Social Value Act. It provides a way to assess additional contributions that a project will make to society. It also enables us to embed local priorities and signpost Applicants to the areas of greatest need in our community where their actions will be of most value.
- G3.2 To support Applicants in their responses we have aligned the National Theme and Outcome Measures (TOM's) with the priorities set out in our Community and Corporate plan (See Part 8 Social Value Award). We invite Applicants to submit responses aligned with the National TOM's as outlined in Part 8 Social Value Award.
- G3.3 Bidders are free to make a commitment against any measure described within the TOMs matrix. Bidders are not required to submit a Social Value offer against each measure, only those that Bidders consider their organisation is best placed to offer given the nature and value of the contract. Bidders are free to choose those measures that are proportional and relevant to their business and this specific contract.

- G3.4 However, a key success factor for bidders will be to demonstrate the ability to deliver against the commitments made.
- G3.5 By submitting a Social Value indicator, the Applicant is committing to the delivery of this throughout the term of the Agreement and will be monitored on against delivery of outcomes as part of routine outcome monitoring.

G4 Notes

- G4.1 Bidders' social value offers should relate to this contract only. Social value or corporate social responsibility initiatives being delivered elsewhere must not be included in your social value proposal and must represent additionality for this contract – i.e., if you are already delivering volunteering with a local charity, you cannot include that as a target, but you can include any additional volunteering that you will deliver should you be awarded this contract
- G4.2 Core requirements of the contract cannot be counted as social value – i.e., if the contract requires supporting people back to work you cannot claim social value for getting people back to work as that is a deliverable of the core contract
- G4.3 Targets must be provided for the total duration of the initial term of the contract only – i.e., not including any potential extension periods. The provision of social value for any extension periods will be agreed at the time of the extension.
- G4.4 It is important that bidders be confident of their ability to deliver Social Value proposals made, as Torbay Council will contractualise these commitments with the winning bidder which will then be monitored and reported on periodically.
- G4.5 Torbay Council recognises that measuring and delivering Social Value requires flexibility and a collaborative approach. Agreed Social Value commitments may require a certain amount of refinement as a result. A key requirement is the willingness of the contracting partner to work openly and transparently with the Authority whilst bearing in mind that the overall value of Social Value commitments made must be delivered by the winning contractor.

G5 Monitoring and Reporting

- G5.1 The monitoring and reporting of Social Value impact will be the responsibility of the contract manager as part of routine contract management meetings.

H Scope and Nature of Possible Modifications or Options

H1 Potential Changes or Modifications

- H1.1 Changes to the Framework Agreement, Call-Off Contract or Lease Agreement shall be made only where:
- (a) such a Change is permitted by the Public Contracts Regulations 2015, Regulation 72(1)(b) to (f); or
 - (b) permitted under paragraph 2.2 of Framework Agreement Schedule 10 Change Control Procedure.
- H1.2 The Authority has identified the following specific changes or modifications, some or all of which may occur over the life of the Contract:
- (a) an increase or decrease in the number and type of accommodation units provided under the Framework or any resultant Call-Off Contract or Lease Agreement;
 - (b) change of standards or use as a result of legislative change such as health and safety, planning, or any other change in legislation affecting the use or management of the accommodation;
 - (c) the way the accommodation provision is managed;
 - (d) the way accommodation is allocated;
 - (e) additional self-contained units of accommodation suitable for individuals and families fleeing domestic violence or abuse may be required at a future date, in respect of the Authority's duties to provide support to victims of domestic violence and their children under the Domestic Abuse Act 2021.