

Part 2 Specification

Contract Reference

TCCS2422

Contract Title

Appointment of an Agent to Act for the Council in the Sourcing, Acquisition and Refurbishment of Properties

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A Overall Scope and Nature of the Requirement

A1 Appointment of an Agent to Act for the Council in the Sourcing, Acquisition and Refurbishment of Properties for Use as Temporary Accommodation

A1.1 Torbay Council is seeking a partner to assist them in the acquisition of suitable freehold or leasehold properties in the Torbay Council Local Authority boundary to enable the provision of their temporary accommodation services for homeless families.

A1.2 To meet our statutory duties to provide eligible homeless families with temporary accommodation we are looking to acquire a number of units of self-contained accommodation as outlined below:

Accommodation Unit Type	Number of units
Two Bedroom	22
Three Bedroom	4
Four Bedroom	10
Five Bedroom	1

A1.3 Due to the increasing demand for Temporary Accommodation services we have an urgent need to acquire (and where required, refurbish) these properties and would require the first wave of properties to be available for families to move in to by 30th September 2022 with full completion of all acquisitions and refurbishments by 31st December 2022.

A1.4 We are looking for a partner with exceptional skills and knowledge in property acquisition who can oversee the entire life cycle of our temporary accommodation acquisition project including:

- Sourcing appropriate accommodation that meets the property requirements of Torbay Council (all property acquired subject to Torbay Council staff approval)
- Undertaking (either themselves or through sub-contractors) all relevant pre-purchase checks and inspections, including but not limited to:
 - site visits
 - surveys (including but not limited to asbestos, fire risk assessment, building/structural, gas and electric)
- Negotiating offers on properties (subject to pre-approval from Council staff)
- Undertaking (either themselves or through approved sub-contractors) all pre-purchase due diligence including conveyancing and surveys.

- Providing prior to final acceptance of the property, a full report summarising all findings to inform approval decision for progression of acquisition.
- Overseeing completion of transaction on approved properties.
- Following purchase undertaking any required remedial or refurbishment works required to ensure the property meets the Council's agreed standards (ensuring all regulatory checks and approvals are in place in order to undertake the required works). If using third parties then you will oversee and be responsible for all project management of works and refurbishments being undertaken
- Development of property management information packs on completion of refurbishment and final hand over to Council – including all relevant certificates and approvals relating to the property

A1.5 We require a partner who has experience of working with Homes England grant funding schemes and their processes for reporting and auditing.

B Mandatory Pass / Fail Requirements

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 Contract Specific Information

- B1.1 The successful Supplier must demonstrate and have the capability and capacity to:
- Source the initial outlined number of units of accommodation required by size;
 - Source the required units of accommodation within the Torbay Local Authority boundary;
 - Source the required accommodation within the timescales outlined in this document;
 - deliver or sub-contract any relevant requirements of this contract, including but not limited to, surveys, conveyancing, project management (both at acquisition and refurbishment stages) and refurbishments to agreed standards.
- B1.2 The successful Supplier must also be able to demonstrate experience of working on projects and developments that have involved Homes England Grant Funding.

B2 Climate Emergency

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.

- B2.1 The Council's expectation is that its Suppliers:
- 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) specifically in relation to this Contract are able to outline how carbon emissions will be minimised, 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;
 - if purchasing new vehicles low emission alternatives are considered/
- 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.

B3 Health and Safety

- B3.1 All Supplier 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.
- B3.2 In recognition of the legal duties imposed upon them, all Suppliers and those Supplier 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.
- B3.3 The Council's Health & Safety Policy Statement can be found at Appendix F.

B4 Invoicing

- B4.1 The Council will make payments to the Supplier monthly in arrears.
- B4.2 The Supplier must make the invoice payable by Torbay Council and must be marked with Torbay Council's name and address, the Supplier's name and address and the Council's official purchase order number.
- B4.3 The invoice must be submitted by e-mail to: **invoices@torbay.gov.uk**.

- B4.4 The Supplier must provide a consolidated invoicing approach as standard, including for third party's 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;
- B4.5 The invoice must contain a full breakdown of costs and must match the agreed pricing stated on the final quotation and official purchase order.
- B4.6 The Council's settlement terms are 30 days from the date of an undisputed invoice, or receipt of goods or service, whichever is the later.
- B4.7 Disputed parts of invoices and invoices not bearing purchase order numbers will not be paid and a corrected invoice will be required.
- B4.8 Payment will be by BACS and remittance advices will be transmitted to the Supplier by email (the Supplier's appropriate email address must be supplied).

B5 Business Continuity Plan

- B5.1 The Supplier must ensure they have adequate organisational plans in place to address and mitigate any issues that could arise and effect their ability to deliver on the Contract.
- B5.2 Applicants are required to submit a copy of their organisational business continuity plan, which should address as applicable:
- The impact of COVID-19 or any other similar crisis;
 - Disaster recovery in the event of destruction or loss of computer data / hardware;
 - Loss of professional registrations / accreditations without which the Supplier cannot legally deliver the contract;
 - Staffing issues;
 - Supply chain issues;
 - Impact of legislative changes;
 - Any other reasonably foreseeable events that could prevent the delivery of the contract in full or in part.

C Core Requirements

This section sets out the Authority's core requirements for this Contract, which Applicants are required to demonstrate within their response that they are capable of meeting.

We have structured the requirements in the phases of the programme that we envisage taking place.

C1 Sourcing Phase

- C1.1 The Supplier will be expected to work with the Council to develop and agree an outline of all property requirements for the accommodation required.
- C1.2 Once this outline is agreed the Supplier will be expected to undertake searches for relevant properties that match the Councils requirements.
- C1.3 We require the Supplier to consider both the cost of acquisition (including all fees) and any required refurbishment costs when making recommendations for suitable properties.
- C1.4 Once the Council has agreed the potential match of a property the Supplier will undertake a site visit and share (preferably with video/photo) their survey of the property.
- C1.5 If agreed with The Council and if suitable the Supplier will negotiate an offer with the selling agent to acquire the property.

C2 Acquisition Phase

- C2.1 Once an offer on a property has been accepted we expect the Supplier to undertake all pre-purchase due diligence including appointment of any required professional conveyancing or survey specialists (this can either be provided by the Supplier or sub-contracted).
- C2.2 We will require a report on title confirming that the Council will acquire good and marketable title to the property on completion. This should include addressing any building regulation issues and all relevant consents.
- C2.3 All usual residential conveyancing searches should be carried out, as opposed to insurance policies being put in place (other than Chancel Repair Liability Insurance which is acceptable).
- C2.4 Once all pre-purchase due diligence has been undertaken we would want the Supplier to present a final report on the property to the Council for final acceptance.
- C2.5 Once a property has been finally accepted by the Council, the Council will transfer the required funds to the conveyancer for completion of the transaction.

C3 Refurbishment Phase

- C3.1 Once the property transaction is completed we would require the Supplier to review all property survey reports, undertake site visits with contractors and produce a schedule of works to ensure the property will meet the agreed standards with the Council.
- C3.2 We will require the Supplier to ensure that any relevant and required approvals for any refurbishment are in place prior to commencement of works.
- C3.3 We will require the Supplier to be responsible for appointing and project managing the work of all required contractors, ensuring there are appropriate quality assurance checks and systems in place to ensure works are completed satisfactorily and to the standard required.

C4 Completion Phase

- C4.1 On completion of both purchase and any required refurbishment work we would require the Supplier to handover a full pack of property information ensuring all relevant details and documents (including regulatory approvals/certificates, guarantees and reports) are included.
- C4.2 We would require the Supplier to provide a guarantee on any contracted refurbishments works for a period of at minimum 12 months.

C5 Administration and Budgets

- C5.1 We will require the Supplier to keep full, detailed and accurate financial budgeting systems in place for the duration of the programme.
- C5.2 We will require the Supplier to provide regular (minimum 2 weekly) updates on delivery of projects – including both acquisitions and refurbishments.
- C5.3 We will require the Supplier to manage inputting and management of data into the Integrated Management system for Homes England on behalf of the Local Authority ensuring that all required information for reporting and auditing purposes is fully accurate and complaint.

D Additional Requirements

D1 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.

E Scope and Nature of Possible Modifications or Options

E1 Permitted Changes

- F1.1 Changes to the Contract shall be made only where such a Change is
- (a) permitted by the Public Contracts Regulations 2015, Regulation 72(1)(b) to (f); or
 - (b) is in accordance with the permitted changes set out in the Change Control Schedule of the Contract; or
 - (c) is explicitly referred to in section [E2 below](#)~~F2 below~~.

E2 Potential Changes or Modifications

- E2.1 The Council has identified the following specific changes or modifications, some or all of which may occur over the life of the Contract:

- (a) the acquisition of units of accommodation through the Council entering into short or long term leasehold arrangements with the Supplier;
- (b) an increase or decrease in the number of units of accommodation being sourced during the initial term of the Contract;
- (c) changes to size of units of accommodation being sourced during the initial term of the Contract;
- (d) the requirement for the provision of additional units of accommodation beyond the initial term of the Contract through purchase and / or leasing arrangements;
- (e) the acquisition of units of accommodation for use other than temporary accommodation during the initial term of the Contract or within any agreed extension period;
- (f) the Council may require accommodation to be located outside of the Torbay local authority boundary.

- E2.2 The budget set out in section B6 Contract Price of Part Information relates specifically to the acquisition of the number and size of units of accommodation identified in section A1.2 above and for the initial term of the Contract. Where the Council is:

- (a) seeking to increase the number and / or size of the units of accommodation being sourced during the initial term, for the provision of temporary accommodation or any other use identified by the Council;
- (b) extending the contract beyond the initial term due to additional property acquisition requirements for the provision of temporary accommodation or any other use identified by the Council;

additional funding will be agreed to cover the Supplier's costs in the sourcing, acquisition and refurbishment of properties proportionate to the purchase costs of the properties.