

**Bathing Adaptation Specification**

Bathing adaptations framework

*Reference number (Supplying the South West number)*

Background to the council

North Somerset Council is the local authority of North Somerset.

North Somerset Council provides a full range of local government services including highways, social services, children services, planning, parks and open spaces, waste collection and disposal, property maintenance and the council is also a local education authority. It has a population of around 206,100. North Somerset borders the local government areas of Bristol, Bath and North East Somerset, Mendip and Sedgemoor. It is a unitary authority

As a contracting authority, we spend around £160 million per annum on various works, goods and services to bring benefits to the area and its residents. The Council operates out of the Town Hall, Weston-super-Mare and Castlewood, Clevedon.

The age structure in North Somerset is older with fewer younger dependents and people aged under 40. One in five people in North Somerset are aged over 65 compared to 18% in England.

North Somerset has 18 areas \* in the most deprived quartile in the country. All of these areas are in Weston-super-Mare. There are areas in North Somerset within the most deprived 1% nationally and within the least deprived 1% nationally. This results in North Somerset having the 3rd largest inequality gap out of the 326 English districts.

\* Indices of Deprivation (ID) 2015,

[www.n-somerset.gov.uk](http://www.n-somerset.gov.uk)

Background to the framework requirement

North Somerset Council assists elderly and disabled people to remain living safely and independently in their own homes through the provision of a disabled facilities grant (DFG). The DFG is a mandatory grant, introduced by the Housing Grants (Construction and Regeneration) Act 1996.

The DFG is a means tested grant that funds a range of adaptations, including the provision of adaptations for bathing, these include the provision of level access showers and associated works.

In order to save money and be as efficient as possible local authorities are being encouraged to procure contracts for the delivery of adaptations. This can be achieved via framework agreements,

A procured approach will provide demonstrable value for money and will streamline the process, thus reducing timescales, for the benefit of the disabled applicant. A recent report published by the Department of Health and Social Care highlights the importance of timely solutions in supporting more people to stay independent at home for longer.

North Somerset Council deliver in the region of 280 DFG per annum, of which approx. 60% are bathing related e.g. level access shower.

Requirement

1. This tender is intended to secure a fixed price quotation rotating framework of a maximum of 8 contractors to deliver bathing adaptations in private properties, housing association and private rented properties within the North Somerset boundary.

The contractors will undertake the installation of new bathing adaptations such as level access shower rooms, wet rooms and over bath showers, including all associated works, such as all electrical work, floor coverings, general builders work and door widening etc.

The full scope of possible works is detailed in the Schedule of Rates, Appendix 1

The total value of the all of the work is estimated to be in the region of £480,000 per annum and it is intended that the work will be divided and rotated equally between the contractors on the framework so far as is reasonably practicable.

The properties will include domestic buildings of various sizes and construction, including houses and flats.

2. Site Surveys

Cases will be allocated to the contractors on the framework on a rotational basis.

On receipt of the Councils invitation to quote and proposed schedule of specific works for a client, (which shall be informed by the general schedule of works) the contractor shall visit and carry out a site survey of the clients property. The contractor shall then confirm their acceptance that they will deliver the adaptation in accordance with the Councils schedule of work, (“the client” is the disabled person who is the end user of the proposed works).

If the Councils schedule of works includes any items not included in the contract agreed schedule of rates the contractor will be invited to cost these items and submit to the Council for verification and approval.

If during the site survey the contractor identifies additional work not covered by the schedule this item, or items, should be added to the schedule with associated costs and submitted to the Council for verification and approval.

The Council reserve the right to challenge costs for any additional works, works outside the schedule of rates that are excessive.

3. Timescales

Contractors will be expected to deliver within the following agreed timescales;

|  |  |
| --- | --- |
|  |  |
| Receipt by contractor of Council’s schedule of specific work for a client (invitation to quote) to receipt by Council of contractor’s quotation | 20 working days |
| Issue of an Order by the Council to the contractor to carry out the relevant works until start date of works | 20 working days  (Unless directed differently by client where such different timescale would be reasonable) |
| Start date to completion of works | 10 Working days  (An extension of time may be agreed on complex jobs) |
| Return to site to remedy reported defects (non-urgent) | 5 working days, with the defects to be remedied punctually following return to site |
| Return to site to remedy reported defects (urgent) | 24 hours, with the defects to be remedied punctually following return to site |
| Submission of invoices and associated paperwork (e.g. Electrical Certificates) | These are to be submitted punctually by the contractor. The Council will require these prior to the works being approved and payment being authorised. |

If upon allocation of work a contractor is unable to deliver within these timescales they should notify the council immediately and the work will be allocated to the next contractor on the rotation.

The above timescales will be monitored as key performance indicators (KPI’s)

On occasions cases will be allocated that have been highlighted as urgent. Contractors will be expected to minimise timescales as far as is reasonably practicable for these jobs.

4. Asbestos

All work with asbestos must be undertaken in compliance with The Control of Asbestos Regulations 2012 and relevant HSE guidance e.g. HSE guidance Managing and Working with Asbestos L143 and HSE264 Asbestos :The Survey Guide.

An asbestos Refurbishment and Demolition survey must be undertaken if included on the schedule of works. Surveys must be undertaken by a competent surveyor that is UKAS accredited to ISO/IEC 17020. If any asbestos is identified the quotation must include a cost for its safe removal and disposal.

For all work on asbestos decision making criteria must be provided to ascertain whether the work is Licensable, Notifiable Non-Licenced or Non- licensable. For asbestos containing materials that are licensable this work must be done by an operator licensed with the HSE. Licensable activities would include work on sprayed asbestos coatings, asbestos insulation or asbestos lagging and most work with Asbestos Insulation Board (AIB). For non-licensable asbestos containing materials a detailed description of safe system of work, in accordance with Health & Safety at Work requirements (L143 and Asbestos Essentials HSG210) must be provided. If appropriate this must be notified to the HSE and information provided on how any extra requirements for this type of work are complied with. Any non- licensable asbestos work must be undertaken by suitably competent operatives and individuals must be able to demonstrate they have received appropriate training (e.g. Non-Licensable Work with Asbestos including Notifiable Non Licensed Work (NNLW)) that has been certified by a relevant body e.g. UKATA/IATP.

Where asbestos has been removed an Asbestos Removal or Site Clearance Certificate must be provided on completion. For licensable works certification must be undertaken by an analyst accredited to ISO 17020 and ISO 17025.

5. On site conduct of staff

The contractors staff shall conduct themselves and carryout the terms of the contract in an orderly and professional manner, giving consideration to the service user, carers and the day to day running of the household.

When calling at any premises staff must:-

* Introduce themselves and provide photographic identification in every case
* be wearing suitable uniforms or work-wear and adhere to any security access procedures as may be in effect
* Advise the client why they are there and what work is being done;
* Be polite, courteous and refrain from using bad language. Smoking including vaping is not permitted on customers premises.
* Keep the client’s premises secure at all times, taking care of the Service User’s property and possessions and protect them at all times from damage, and ensure that the Service User’s decorations are not damaged and using dust sheets and other protective measures shall be provided where necessary.
* Ensure that disruption to services such as gas, electricity and water are kept to a minimum and if work is likely to exceed 4 hours make alternative arrangements,
* Return, if necessary, when promised to complete the work,
* Clear up any mess, cuttings, etc. before leaving the premises.
* Ask for the client’s signature(s) on all relevant documentation to verify that the works have been duly carried out and has been done so to a satisfactory standard. This must include the client formally acknowledging an understanding of how to safely operate and use the adaptation provided and that the adaptation is functioning correctly and safely. The contractor should provide a copy of this signed documentation to the Council prior to the Council determining whether the works have been duly executed to the satisfaction of the Council.

6. Contractors Obligations

The Contractor shall:-

* Ensure that works are carried out within the periods detailed within the framework agreement.
* Make an appointment with the client , not less than 5 working days prior to carrying out works.
* Where required by the Council, the contractor shall also inform any other third parties of the start date for the works.
* Contact the Council immediately should any unforeseen works be identified during the delivery of the works on site.
* Provide a suitable contact number for use by the client whilst the work is being carried out.
* Make sure that all vehicles used by Staff for the provision of the Service are clearly identifiable.
* Ensure that any sub-contractors used will adhere strictly to these standards and all other terms of the framework agreement .

7. Monitoring

The contractor will undertake internal quality checks to ascertain contractual compliance and quality of work undertaken and will report the outcomes of these checks to the Council as part of management information reporting. The Council will also undertake its own monitoring/audit of the arrangements.

All contractors will attend periodic contract monitoring meetings with the council.

We will discuss and agree with contractors the details of the monitoring arrangements once the framework has been entered into. This may be done electronically / virtually.

8. Instructions to clients

The client should be instructed how to use the equipment correctly. If the client cannot be present at the time of installation, staff must instruct a Carer or Representative how to operate the equipment correctly and ensure that the client /Carer/Representative fully understands the operating instructions.

9. Completion certificates and warranties

Upon completion of the work all relevant certification (electrical certificates, commissioning certificates and building control certificate etc) should be provided (preferably sent electronically), in accordance with the required timescales. Electronic copies should be provided to the Council and the originals should be given to the client.

All warranties and guarantees must be left for the client, with instructions on registration/validation requirements, as necessary.

10. Correction of defects

In accordance with the proposed KPIs the contractor will return to site within 5 working days of being notified or a defect, and within 24 hours if the defect is serious. A serious defect is anything that could cause damage to the client’s property or raises a concern with reference to the health, safety or welfare of the client. After the Council has confirmed that the works have been completed to its satisfaction, there will be a defects liability period of 12 months (although this will be without prejudice to any additional guarantees or warranties, for example for showers, whether from the manufacturer or otherwise).

11. Client contributions.

If the client has a means tested contribution to the cost of the works this will be payable to North Somerset Council in advance of the works commencing.

12. Additional works requested by the client

If additional work, outside those detailed on the schedule of works, are requested by the client, these will be treated as private work. These must be clearly identified on the final invoice as private works not payable by North Somerset council.

13. Payments

Payment will be made on receipt of an acceptable invoice when the works are completed to the satisfaction of the council in line with the schedule of work or any subsequent amendments.

Full payment will be made on completion. Part payments will only be considered for jobs where the value of the contract exceeds £5,000.

14. General

The Council requires that a contractor demonstrates its ability to carry out the work applied for, and recognises its responsibilities in respect of:

* Standards of Work - that it will be done well and both supervised and carried out by suitably qualified, competent personnel.
* Business Continuity - The Council is required under The Civil Contingencies Act 2004 to ensure that Contractors providing essential services are able to maintain service in the event of a major emergency.
* Sustainability - The Council is committed to improving the environment and quality of life in the work it does and the services it provides whether itself or through others.
* Equalities - The Council is committed to ensuring that our service users and employees are not discriminated against because of age, disability, sex, sexuality, race, colour, ethnic origin or religion.

15. Health and Safety

The Council requires that a Contractor demonstrates its ability to comply with all relevant aspects of the Health and Safety at Work Act 1974 and regulations made thereunder, including the Construction (Design and Management) Regulations 2015 and relevant codes of practice/good practice guidance. E.g. HSE L153 Managing Health and Safety in Construction. In particular the contractor must be able to demonstrate the following:

* That they as the contractor (or principle contractor where there is more than one contractor) have the required skills, knowledge and experience to undertake the range of works required.
* That they fully understand their duties as required under the CDM regulations 2015 and are able to satisfactorily plan, manage and monitor the work under their control.
* Provide a Construction Phase Plan for every project that is proportionate to the scale of works and risk involved
* That they have a suitable H&S Policy with a statement of intent and organisation and arrangements sections that detail how H&S will be managed within the organisation
* That they risk assess all significant hazards and implement control measures that are consistent with relevant legislation and HSE guidance

16. Safeguarding

Successful contractors will work in partnership with the Council to help ensure that households are enabled to live as safely as possible and will have procedures in place for reporting any areas of concern which are fully compatible with the current North Somerset Council’s policies and procedures for safeguarding children and adults from abuse. Submissions should demonstrate evidence of staff induction and training including awareness of child protection and safeguarding adults so that concerns are referred to Adults or Children’s social care via Care Connect immediately. Where a contractor becomes aware of a household needing some additional support (for example health or social care support) or if they have any concerns for the welfare of the household, the contractor should inform Care Connect as soon as possible, so that appropriate support can be arranged.

17. Climate Emergency

The Council have declared a Climate Emergency and have approved an Action Plan to help achieve carbon neutrality by 2030. When procuring goods and services we will examine and take into account environmental and carbon reduction commitments, positive actions and outcomes which will support the Council’s aim including:

* Raising staff awareness
* Incorporate regenerative design practices and products
* Demonstrate willingness to share knowledge, good practice and outcomes
* Commitment to going beyond net zero carbon
* Local supply chains
* Effectiveness of travel plans and transport on carbon reduction
* Shift to low embodied carbon materials

Waste minimalization and reduction strategy