



Specification of Requirements

Property Acquisition and Renovation/Adaptation Tender

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1. Introduction

Spelthorne Borough Council (the Authority) is inviting Bidders to submit proposals which fully meet the requirements of this Specification, and which demonstrate value for money.

Bidders are asked to provide their detailed responses to demonstrate their technical capacity and professional ability in delivering the requirements set out in this document.

Additionally, Bidders should fully complete the Pricing Schedule with a detailed price breakdown for all elements of the Specification.

The Authority will evaluate Bidders' proposals based on a Quality to Price weighting of 60% Quality and 40% Price.

2. Background

The Borough of Spelthorne has an excellent location immediately to the south of Heathrow Airport and adjacent to the River Thames in the economically buoyant area to the west of London.

Spelthorne Borough Council is the administrative body for the area, providing a wide and varied range of local services to residents and businesses, from community buildings, planning and housing support through licencing, permits and food safety to parks and car parking. The Council's main administrative office is at Knowle Green, TW18 1XB.

The Council's Corporate Plan 2021 – 2023 sets out five Corporate Priorities as shown below:



The Authority recently introduced a policy that enables its owned housing company, Knowle Green Estates Limited (KGE), to acquire residential properties either from Registered Providers or on the open market. The requirements of this service will be delivered under 2 contracts:

Contract 1 - The Authority's acquisitions of specific type of properties as required, will be managed by KGE and it is important that any acquisition is viable for KGE

Contract 2 - The Authority bid for Rough Sleeping Accommodation Programme (RSAP) to acquire move on accommodations for those who experienced rough sleeping.

Scope of the Service

The Authority seeks to appoint a sole suitably qualified Provider to support the acquisition of residential properties by the Authority. The properties will be located within geographical boundaries of Spelthorne Borough Council and will meet the Authorities' specification and requirements.

The Scope of the service's delivery is a 6-stage process is as follows:

1. The Provider will source the properties for acquisition, negotiate the cost of acquisition, advise of any works required to the property and their cost, and shall submit their proposal with recommendations to the Authority, focusing on the quality, value for money of any proposed acquisition.
2. The Provider will arrange property surveys, and provide feedback and advice to the Authority,
3. The Provider will liaise with the Authority' solicitors and manage the conveyancing process through to completion.
4. Post completion, the Provider (if appropriate) will provide a specification of works required to the acquired properties to meet the Authority' requirements.
5. The Provider will source the works contractor in adherence to industry standards and regulations.
6. The Provider will manage the delivery of the project to the required standard.

At each stage, the Provider will be required to consult with the nominated person at the Authority and seek approval before proceeding.

3. Detailed Requirements

The Service is divided into 2 Contracts (detailed in Appendix A attached):

- Contract 1: Provision of Properties as part of Capital Programme under Acquisition of Registered Providers Properties
- Contract 2: Provision of Properties as part of Rough Sleeping Accommodation Programme (RSAP)

4.1 Mandatory Requirements

The Provider shall consider the quality, value for money of any proposed solution throughout the duration of the Contract.

The Provider shall work to meet deadlines agreed with the Authority and is expected to manage its staff and internal processes to achieve this.

The Provider shall provide a senior representative to the Authority as a point of contact.

The Provider shall provide professional advice, guidance, negotiation and assistance on property and repair or adaptation issues, including but not limited to those Services set out in Table below:

Service Line	High Level Description	The Provider shall provide the following Services, acting on behalf of the Authority, which include, but are not limited to:
1	Acquisition of Freehold or long-term Leasehold Property in the borough of Spelthorne	<p>The preparation of lists of potential properties for consideration; Assistance in identifying appropriate terms; Identification of any surveys that may be required;</p> <p>Advice on the most appropriate solution; Undertaking negotiations Agreeing appropriate terms and conditions; and Acquiring the recommended asset. Liaising with the Authorities' solicitors and with other relevant professionals providing all reasonably necessary input as required.</p>
2	Pre-acquisition survey or more detailed technical due diligence inspection and report for freehold or leasehold property.	<p>Detailed RICS survey; Reviewing technical data available for the property; Planning restrictions; Carbon emission totals; Organising environmental assessments; Taking into account the suitability for the intended use.</p>
3	Conveyancing process; on any agreed acquisition	<p>Liaison with the Authorities' solicitors on the agreed acquisition processes, through to completion</p> <p>Liaison with the Sellers and their agents</p>

4	Specification of works to meet the Authority' housing requirements and the Authority' sustainability / climate change objectives	Based on the Authority's housing requirements and standards, preparation of specification of works to renovate and/or adapt the properties Liaison with the Authorities' technical team to verify the specification
4.	Tender to select a contractor to deliver the works (alternatively the Provider can deliver the works in house if they have the required resources)	Advertising of a tender to select a contractor for the works identified Preparation of tender analysis and recommendations to the authority Appointment of the contractor
5.	Project management of contract delivery	Management of the delivery of the contract through to completion Liaison with Authority's technical team to approve the project completion Arrangement of warranties to be delivered to the Authority

4.2 Functional Requirements

The objective is to deliver the acquisition of long-term assets, to meet the Authority's housing requirements, as well as to ensure that the properties handed over to the Authority have been renovated and/or adapted to lettable standard as required by the Authority.

4.3 Performance Requirements

- See Appendix B - Performance Schedule and KPIs

5.4 Exit Strategy

At the end of the contractual term, the Provider shall hand over to the Authority all documents relating to the acquired properties, ensuring that a complete file of warranties is handed over.

6. Sustainability

5.1 Environmental

Throughout the duration of the Contract, the Provider shall focus on:

- Delivering additional environmental benefits including working towards net zero greenhouse gas emissions (where practical to do so)
- Influencing staff, suppliers, customers and communities through the delivery of the contract to support environmental protection and improvement.

5.2 Economic

Throughout the duration of the Contract, the Provider shall focus on:

- Creating opportunities for entrepreneurship and helping new, small organisations to grow, supporting economic growth and business creation.
- Creating employment opportunities particularly for those who face barriers to employment and/or who are located in deprived areas.
- Influence staff, suppliers, customers and communities through the delivery of the contract to support employment and skills opportunities in high growth sectors.

5.3 Social

Throughout the duration of the Contract, the Provider shall focus on:

- Demonstrating action to increase the representation of disabled people in the contract workforce.
- Influencing staff, suppliers, customers and communities through the delivery of the contract to support disabled people.
- Demonstrating action to identify and tackle inequality in employment, skills and pay in the workforce.
- Supporting in-work progression to help people, including those from disadvantaged or minority groups, to move into higher paid work by developing new skills relevant to the contract.
- Demonstrating action to identify and manage the risks of modern slavery in the delivery of the contract, including in the supply chain.
- Demonstrating action to support the health and wellbeing, including physical and mental health, in the workforce.
- Influencing staff, suppliers, customers and communities through the delivery of the contract to support health and wellbeing, including physical and mental health.

7. Contract Management and Review

The Contract will be managed by the Council's Assets Team in corroboration with the housing management team. The Service Provider shall report on the progress of the agreed KPIs quarterly and submit a report to the Authority no later than 5 Working Days after the last calendar day of each quarter of the Contract Term.

Where contract performance falls short of the required KPI standards, the Service Provider will be expected to attend (in person or virtually) a Contract

Review meeting to discuss the measures the Service Provider will implement to address the issues, and the timeframes for the improvements.

Contract review meetings are to take place every quarter.

8. General Data Protection Regulation (GDPR), and Privacy Impact Assessments (PIA)

The Service Provider shall duly observe all their obligations under the Data Protection Legislation, including the Freedom of Information Act 2000, Environmental Information Regulations and the Data Protection Act 2018 and the GDPR, which arise in connection with the performance of this Contract.

The Service Provider shall perform its obligations under the Contract in such a way as to ensure that it does not cause the Authority to breach any of its applicable obligations under the Data Protection Legislation.

The Service Provider shall be liable for and shall indemnify (and keep indemnified) the Authority against each and every action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and disbursements on a solicitor and client basis) and demands incurred by the Authority which arise directly from a breach by the Service Provider of its obligations under the Data Protection Legislation. This includes every action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and disbursements on a solicitor and client basis) and any demands, including, without limitation, those arising out of any third party demand, claim or action, or any breach of contract, negligence, fraud, wilful misconduct, breach of statutory duty, or non-compliance with any part of the Data Protection Legislation by the Service Provider or its employees, servants, agents or Sub-Contractors.

The Service Provider agrees that it shall enter into a data sharing agreement (or a revised data sharing agreement) with the Authority, if required to do so, at the Authority's absolute discretion, so as to set out the Parties' obligations in relation to any personal data which may be shared between the Parties.

9. Contract Period

The Contract shall be for the period of:

- Contract 1 will be for a period of 1 to 5 years (1+1+1+1+1)
- Contract 2 will be for 18 months

Appendix A – Contract Deliverables

Contract 1 – Delivery of 5-year capital programme (details of property sizes or number of units can change based on housing demand at the time which will be continually reviewed). The properties can be sourced from Registered Providers or on the open market.

The overall 5-year budget for the delivery of the Programme is £35,000,000 which must cover all cost of acquisition, renovation and/or adaptation.

Each yearly programme must be delivered by 31 March, with units completed to the standard of being ready for occupation. The contract will be on an annual term for up to 5 years (1+1+1+1+1)

5-year Capital Programme

Year 1

Type of property	Quantity	Comments
6-bedroom property	2	Properties for larger families, general needs
5-bedroom property	4	Properties for larger families, general needs
Disability high level	10	Disability adapted (Mobility 1) – 5x one bedroom and 5x two-bedroom accommodations

Year 2

Type of property	Quantity	Comments
5-bedroom property	5	Properties for larger families, general needs
Disability high level	15	Disability adapted (Mobility 1) – 11x one bedroom and 4x three-bedroom accommodations

Year 3

Type of property	Quantity	Comments
4-bedroom property	6	Properties for larger families, general needs
Disability mid-level	20	Disability adapted (Mobility 2) – 20x one bedroom

Year 4

Type of property	Quantity	Comments
4-bedroom property	5	Properties for larger families, general needs
Disability mid-level	20	Disability adapted (Mobility 2) – 10x one bedroom and 10x two-bedroom accommodations

Year 5

Type of property	Quantity	Comments
4-bedroom property	5	Properties for larger families, general needs
Disability mid-level	20	Disability adapted (Mobility 2) – 11x two-bedroom and 5x three-bedrooms and 4x four-bedrooms accommodations

The Authority groups disabled households based on the level of disability and adaptations required, as follows:

Mobility 1	Needs fully adapted property, suitable for wheelchair users indoors and outdoors
Mobility 2	Cannot manage any stairs, suitable for people who cannot manage steps or stairs and may use a wheelchair some of the day
Mobility 3	Can manage step into property but not stairs, suitable for people who can manage one or two steps

Contract 2 – to deliver the acquisition and renovation to lettable standards of 6 x 1-bedroom general needs properties with completion no later than 31 March 2024.

The properties proposed for acquisition as part of this lot should require minimum refurbishment work. This contract will be for a term of 18 months.

Appendix B - Performance Schedule and KPIs

KPI No.	KPI Description	Measure	Target KPI	Measured (Frequency)
1	Acquisition of the agreed number of properties within timescale agreed	Number of property acquisitions completed	100% of targeted and agreed purchases completed	Annually
2	Pre-acquisition survey or more detailed technical due diligence inspection and report for freehold or leasehold property completed within timescale	All surveys completed promptly on identified properties for acquisition, as agreed with the Authority and recommendations provided to the Authority	100% of surveys completed prior to acquisition	Annually
3	Effective management of the Conveyancing process; on any agreed acquisition	Effective management of conveyancing process and liaison between parties to support the process	100% of agreed transitions supported effectively through to completion stage	Annually
4	Preparation of specification of works on acquired properties to meet Authorities'	Provision of specifications of works with focus on cost effectiveness and environment. Effective liaison with the Council's technical team	100% of specifications prepared in timely manner to achieve annual targets	Annually

	housing requirements			
5	Competitive selection of a contractor to deliver the refurbishment works (or delivery in house by the Provider)	Selection of a contractor based on skills, suitability, cost effectiveness and timescales of project delivery	100% of appointments made in timely manner to achieve annual targets	Annually
6	Effective project management of contract delivery	Project completion to agreed standard and within timescale	100% of projects completed in timely manner to achieve annual targets	Annually