



North Northamptonshire Council

SPECIFICATION

PRIVATE SECTOR HOUSING SURVEYOR

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1. Introduction

- 1.1. The Council is seeking a suitably qualified and experienced Supplier to provide a Private Sector Housing Surveyor service for Disabled Facilities Grants (DFGs)

2. Background

- 2.1. The Council has a mandatory duty to provide Disabled Facilities Grants to eligible residents that have been assessed by an Occupational Therapist, to provide adaptations to their home, to enable them to live independently.
 - 2.1.1. The current incumbent is on maternity leave so this is a fixed term post.
 - 2.1.2. The Supplier will be expected to carry out surveys, construction design, schedule of work and tender analysis for the delivery of Disabled Facilities Grants
 - 2.1.3. The Supplier must work within all legislative guidelines for the purposes of this work.
- 2.2. The Supplier is required to work with a variety of stakeholders, including the end user, i.e., the eligible resident, building contractors, Occupational Therapists, Planners and Building Control Officers.

3. Scope

- 3.1. Support Private Sector Housing by assessing and surveying existing properties and developing creative design solutions in the most cost and space effective manner, to ensure delivery of the Disabled Facilities Grant adaptations, by producing technical specifications and drawings.
- 3.2. The Supplier will be provided with multiple Disabled Facilities Grant applications for which some and/or all main duties and responsibilities, as set below, will be applicable.
- 3.3. These cases are placed on a list in a priority order (based on the application date of validation and priority status set by the Occupational Therapist). The number of cases on the priority list and their priority status at any given time cannot be confirmed by the Council. Due to this varied fluctuation, the Council is unable to confirm the number of cases to be passed to the Supplier on a weekly or monthly basis. The Council cannot guarantee a set number of cases to be distributed to the Supplier in a set period. The Supplier will therefore be required to respond to a variable workload for an overall period of twelve (12) months.
- 3.4. The contract value will be capped at £65,000 but it may be less than this over the term.
- 3.5. This contract is to run for a maximum of one (1) year.

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4. Service Conditions and Environmental Factors

- 4.1. Separate mileage costs will not be paid as a part of this contract and the Supplier must allow for mileage costs within their hourly rate.

5. Statement of Requirements

5.1. Main Duties and Responsibilities of the Supplier

- 5.1.1. To manage a personal caseload in respect of Disabled Facilities Grants and actively progress works to achieve service targets and customer satisfaction.
- 5.1.2. To act as project manager for all disabled adaptations carried out for private sector housing clients qualifying for a Disabled Facilities Grant from the Council and to assist with the prompt determination of these applications in accordance with the Private Sector Housing Renewal Policy.
- 5.1.3. To carry out feasibility visits with the Occupational Therapist to assess if the required proposed works are feasible within the space restrictions of the existing property and/or propose alternative solutions to meet the needs of the client within the grant budget and always complying with planning and building regulations.
- 5.1.4. To question the Occupational Therapist recommendation should a more cost-effective solution be available to satisfy the client's needs, ensuring that value for money is achieved and to make decisions on the final proposal and/or extent of works.
- 5.1.5. To translate and apply Planning and Building Control legislation, understanding the services to properties and ability to estimate cost of works required, and ensuring feasibility of all works proposed from a regulation and budget aspect.
- 5.1.6. To carry out site visits regarding Disabled Facilities Grant clients, undertake detailed surveys, take accurate measurements and assess space restrictions against the requirements set out by the Occupational Therapist.
- 5.1.7. To use creative solutions to enable adaptations and come up with design ideas that can overcome construction problems and associated costs.
- 5.1.8. To prepare detailed technical schedules of work and specifications and scaled Autocad drawings, as appropriate, including specialised equipment considering the recommendations of the Occupational Therapist where needed, as well as the client's own needs and wishes for disabled adaptations; to be used for any resultant procurement activities and/or throughout construction. The intellectual property rights, titles and interests

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of these detailed technical schedules of work and specifications and scaled Autocad drawings, and all similar elements of work will transfer to the Council upon completion.

- 5.1.9. To prepare specification and associated documentation in respect of improvement works for poor private sector housing conditions.
- 5.1.10. To manage, lead on and coordinate between several external contractors, including, engineers, solicitors, the Occupational Therapy Service, Social Workers, Building Control Officers, Planning Officers, and voluntary organisations where necessary to make timely progress with each Disabled Facility Grant case.
- 5.1.11. To invite tenders/written quotations in line with the Council's internal processes and procedures and any national regulations, send out tenders and obtain quotations from contractors, complete tender analysis documentation to produce evaluations and make recommendations accordingly, against cost factors and in line with budget constraints.
- 5.1.12. To complete and submit applications for planning permission and building regulations approval on behalf of the disabled client where appropriate.
- 5.1.13. To ensure that appropriate contractual arrangements have been made between the client and the contractor by managing the appropriate agreements (e.g., Small Works Agreements).
- 5.1.14. To attend pre-start meetings and liaise with contractors, clients and landlords, where applicable, and discuss schedule of works, procedures and explain variations to all parties.
- 5.1.15. To promptly liaise with contractors over any construction issues arising during the process, including queries that arise and changes made by the clients.
- 5.1.16. To carry out interim inspections of progress on building works on-site to ensure that they are carried out to the approved standard, and act on the client's behalf in any negotiations while the contractor is on-site, including monitoring contractors through to practical completion and ensuring that any defects are rectified before payment is made.
- 5.1.17. To manage expenditure against agreed contracts, making recommendations for payment when necessary, within a set budget allocation.
- 5.1.18. To project manage all costs of a Disabled Facilities Grant, including the calculations of taxation and understanding works that are VAT exempt.

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- 5.1.19. To maintain accurate records of site visits, telephone conversations and e-mail correspondence, ensuring that any work variations are agreed with all parties involved.
- 5.1.20. To liaise with vulnerable clients and act with patience, understanding and sensitivity throughout the process.
- 5.1.21. To advise clients on other forms of help available (charities etc.) and to deal with client grievances and contractor disputes.
- 5.1.22. To independently make decisions on all construction and budget related issues.
- 5.1.23. To certify the completion of contracts/projects, calculate costs, variations and client's contributions and recommend approval of interim and final payments in respect of works to ensure that works are satisfactorily completed within the timescales and budget agreed.
- 5.1.24. To ensure invoices are processed and paid in a timely manner and in line with the Council's internal policies and procedures.
- 5.1.25. To comply with all relevant statutory requirements, Financial Regulations, Contract Procedure Rules, health and safety policies/guidelines and departmental procedures.
- 5.1.26. To work within the core values etc. set by the Council.
- 5.1.27. To carry out administrative duties associated with the above work, including Information Technology development.
- 5.1.28. To act in this capacity within the remit of the department or Council as may be determined by the Head of Service.
- 5.1.29. To keep up to date with equipment and other construction/building services, including a comprehensive working knowledge of relevant legislation codes of practice, policies and technical developments.

5.2. Additional Information

- 5.2.1. The Supplier must be willing to travel.
- 5.2.2. The Supplier must hold a valid driving licence and be able to provide their own transport.
- 5.2.3. There will be no requirement to work out-of-hours or carry out evening work.
- 5.2.4. The Supplier will have a business registered with Companies House, and all invoicing will be carried through the business.

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6. Data Management / General Data Protection Regulation (GDPR)

- 6.1. For the purposes of this Section, the Council is the data “Controller” and the Supplier is the data “Processor”.
- 6.2. Any information provided or accessed by the Supplier as a part of this Service are subject to the General Data Protection regulation, with which, the Supplier must comply. Further details are set out within the General Terms and Conditions, however, if the Supplier does not follow the requirements of the GDPR, they will be in breach of contract.
- 6.2.1. the subject matter of the processing will be the data of the end user/eligible resident
 - 6.2.2. details of the duration of the processing will be no longer than the Contract term;
 - 6.2.3. the nature and purpose of the processing will be to achieve adaptations via grant delivery
 - 6.2.4. the type of personal data being processed is that of the end user/eligible residents;
 - 6.2.5. the categories of the data subjects are determined by the Occupational Therapist at the assessment stage depending on the need;
 - 6.2.6. the obligations and the rights of the Council are to remain in force until such time as this service concludes (including any and all extension periods);
 - 6.2.7. the Supplier must act on the documented instructions of the Council;
 - 6.2.8. the Supplier must delete or return any and all personal data at the end of the provision of the service;
 - 6.2.9. the Supplier must implement appropriate technical and organisational measures; and
 - 6.2.10. the Council retains a right to audit the Supplier at the Council's absolute discretion, in relation to this matter.
- 6.3. The Supplier must:
- 6.3.1. process the personal data only on the documented instructions of the Council;
 - 6.3.2. comply with security obligations equivalent to those imposed on the Council (implementing a level of security for the personal data appropriate to the risk);
 - 6.3.3. ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - 6.3.4. only distribute personal data with the Council's prior specific or general written authorisation. Any party to whom the successful bidder is authorised to distribute the personal data shall be bound by these terms. The successful bidder must inform the Council of intended changes in arrangements with any persons to whom they have distributed these details;

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- 6.3.5. make available to the Council all information necessary to demonstrate compliance with the obligations laid down in Article 28 GDPR and allow for and contribute to audits, including inspections, conducted by the Council or another auditor mandated by the Council - and the successful bidder shall immediately inform the Council if, in its opinion, an instruction infringes GDPR or other EU or member state data protection provisions;
- 6.3.6. assist the Council in carrying out its obligations with regard to requests by data subjects to exercise their rights under chapter III of the GDPR, noting different rights may apply depending on the specific legal basis for the processing activity (and should be clarified by the Council up-front);
- 6.3.7. assist the Council in ensuring compliance with the obligations to implementing a level of security for the personal data appropriate to the risk, taking into account the nature of processing and the information available to the successful bidder;
- 6.3.8. assist the Council in ensuring compliance with the obligations to carry out Data Protection Impact Assessments, taking into account the nature of processing and the information available to the successful bidder; and
- 6.3.9. notify the Council without undue delay after becoming aware of a personal data breach.

7. Quality Requirements

- 7.1. The Supplier is expected to provide the goods, services, supplies and/or works with all the reasonable skill, care and diligence to be expected of a qualified and experienced member of the Supplier's profession undertaking and/or providing goods, services, supplies and/or works similar in scope and character to those required by the Council, as detailed and/or referred to in this Specification and/or all supporting documents.
- 7.2. The Supplier must hold a membership with a relevant professional board, such as the ARB or RICS. Confirmation of this will be sought prior to contract signing and any supplier who does not have this will not be awarded the contract.

8. Performance Monitoring Arrangements and Review

- 8.1. The Supplier shall provide the Service to meet or exceed any performance requirements for the Service.
- 8.2. The ongoing progress and development of performance requirements shall be reported through regular meetings, which will take place at least monthly.
- 8.3. The Supplier must attend meetings with the Council in person to discuss the circumstances of any Service Level Failure(s) at the request of the Council. If the Council requests such a meeting, the Supplier shall propose and document measures to ensure that any Service Level Failures are rectified and do not occur in the future.

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- 8.4. The Supplier shall provide performance monitoring details to the Council detailing the level of service which was achieved in accordance with the requirements of this Specification.
- 8.5. The Supplier shall provide the Council with performance details in accordance with the process and timescales agreed which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
- 8.5.1. for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
 - 8.5.2. a summary of all failures to achieve Service Levels that occurred during that Service Period;
 - 8.5.3. details of any Critical Service Level Failures;
 - 8.5.4. for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence; and
 - 8.5.5. such other details as the Council may reasonably require from time to time.
- 8.6. The Supplier and the Council shall attend meetings to discuss review and assess caseload and performance delivery against the list of all active Disabled Facilities Grants assigned. as a part of one-to-one meetings on a Monthly basis. These meetings will be the forum for the review by the Supplier and the Council of the performance requirements. These meetings shall:
- 8.6.1. be attended by the Supplier's Representative and the Council's Representative; and
 - 8.6.2. be fully minuted and the minutes will be circulated to all attendees at the relevant meeting and any other recipients agreed at the relevant meeting.
- 8.7. The minutes of the preceding Month's meeting will be agreed by both the Supplier's Representative and the Council's Representative at each meeting.
- 8.8. The Supplier shall provide to the Council such documentation as the Council may reasonably require to verify the level of the performance by the Supplier.
- 8.9. The Council may undertake satisfaction surveys in respect of the Supplier's provision of the Service. The Council shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Service which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Specification.
- 8.10. Any concerns raised by the Council will be remedied by the Supplier within forty-eight (48) hours.

9. Service Performance Levels

- 9.1. If the level of performance of the Supplier:
- 9.1.1. is likely to or fails to meet any performance requirement; or

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- 9.1.2. is likely to cause or causes a Critical Service Failure to occur, the Supplier shall immediately notify the Council in writing and the Council, in its absolute discretion and without limiting any other of its rights, may:
 - a. require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Council and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring; and/or
 - b. if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).
- 9.1.3. Services Levels which apply to this requirement are detailed below.
 - a. To respond to all Occupational Therapist recommendations within a timely manner and at the very least within two (2) weeks of receipt.
 - b. To carry out the survey on site within four (4) to six (6) weeks of receipt of the Occupational Therapist recommendation.
 - c. To work with other colleagues in the team to ensure that all Disabled Facilities Grants are approved within six (6) months on receipt of a completed application, which includes the production of all drawings and schedules.

1.1. Monthly one-to-one meetings will be conducted to review and assess caseload and performance delivery against the list of all active Disabled Facilities Grants assigned.

10. Risk Management

10.1. The Supplier and the Council shall pro-actively manage risks attributed to them under the terms of this Contract.

10.2. The Supplier will allow the Council to inspect, at any time within working hours, the accounts and records which the Supplier is required to keep.

10.3. The Supplier will maintain a risk register of the risks relating to the Service, which the Council and the Supplier have identified.

11. Other Relevant Details

11.1. **For the avoidance of doubt please be aware that following award of contract, should the successful Supplier subsequently find that its proposed solution is not accurate and sustainable then the successful Supplier will not be permitted to amend their pricing bid so as to request any further monies associated with the full provision of this service.**

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11.2. COVID-19

- 11.2.1. The Supplier shall provide the Service in full compliance with the latest Government Guidance on social distancing and mitigation measures.

11.3. Brexit

- 11.3.1. The Supplier must highlight any implications related to the UK's departure from the European Union to the Council at the earliest opportunity throughout the Contract term.

12. Corporate Social Responsibility

12.1. Requirements

- 12.1.1. In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of Suppliers who work with government.
(https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)
- 12.1.2. The Council expects its Suppliers and Sub-Contractors to meet the standards set out in that Code. In addition, the Council expects its Suppliers and Sub-Contractors to comply with the standards set out in this Section.
- 12.1.3. The Supplier acknowledges that the Council may have additional requirements in relation to corporate social responsibility. The Council expects that the Supplier and its Sub-Contractors will comply with such corporate social responsibility requirements as the Council may notify to the Supplier from time to time.

12.2. Equality and Accessibility

- 12.2.1. In addition to legal obligations, the Supplier shall support the Council in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
- a. eliminate discrimination, harassment or victimisation of any kind; and
 - b. advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

12.3. Modern Slavery, Child Labour and Inhumane Treatment

- 12.3.1. Modern Slavery Helpline - means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700.
- 12.3.2. The Supplier:

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- a. shall not use, nor allow its Sub-Contractors to use forced, bonded or involuntary prison labour;
- b. shall not require any Supplier Staff or Sub-Contractor Staff to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
- c. warrants and represents that it has not been convicted of any slavery or human trafficking offenses anywhere around the world;
- d. warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world;
- e. shall make reasonable enquires to ensure that its officers, employees and Sub-Contractors have not been convicted of slavery or human trafficking offenses anywhere around the world;
- f. shall have and maintain throughout the term of any of its Contracts, its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Sub-Contractors anti-slavery and human trafficking provisions;
- g. shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under any of its Contract;
- h. shall prepare and deliver to the Council, upon request, a slavery and human trafficking report, setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with an annual certification of compliance;
- i. shall not use, nor allow its employees or Sub-Contractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Sub-Contractors;
- j. shall not use or allow child or slave labour to be used by its Sub-Contractors;
- k. shall report the discovery or suspicion of any slavery or trafficking by it or its Sub-Contractors to the Council and Modern Slavery Helpline.

12.4. Income Security

12.4.1. The Supplier shall:

- a. ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- b. ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;
- c. All workers shall be provided with written and understandable Information about their employment conditions in respect to

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wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid;

- d. not make deductions from wages:
 - i. as a disciplinary measure;
 - ii. except where permitted by law; or
 - iii. without expressed permission of the worker concerned.
- e. record all disciplinary measures taken against Supplier Staff; and
- f. ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice.

12.5. Working Hours

12.5.1. The Supplier shall:

- a. ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements;
- b. that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed forty-eight (48) hours per week unless the individual has agreed in writing;
- c. ensure that use of overtime used responsibly, taking into account:
 - i. the extent;
 - ii. frequency; and
 - iii. hours worked; by individuals and by the Supplier Staff as a whole.

12.5.2. The total hours worked in any seven day period shall not exceed sixty (60) hours, except where covered by Paragraph 5.3 below.

12.5.3. Working hours may exceed sixty (60) hours in any seven day period only in exceptional circumstances where all of the following are met:

- a. this is allowed by national law;
- b. this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce; appropriate safeguards are taken to protect the workers' health and safety; and
- c. the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

12.5.4. All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

12.6. Sustainability

12.6.1. The Supplier shall meet the applicable Government Buying Standards, which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

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Appendix 1 – Definitions

1.1. The definitions of terms and/or acronyms used within this procurement are set out in Table A, below.

TABLE A

TERM OR ACRONYM	DEFINITION
Delay	a. a delay in the Achievement of a Milestone by its Milestone Date; or b. a delay in the design, development, testing or implementation of the Service by the relevant date set out in the Implementation Plan.
Contract	The legal agreement between the Supplier and the Council, which details the Council's requirements, terms and conditions.
The Council	North Northamptonshire Council.
Critical Service Level Failure	A failure in service, deemed to be so critical to the continued operation of the Service and/or Contract that the Council is unable to continue its minimum level of service, as set out in this document.
Default	Failure by the Supplier to fulfil its obligations and/or maintain its minimum agreed service levels under the Contract.
Failure	A failure by the Supplier to perform one or more of the requirements set out in the Contract.
GDPR	The General Data Protection Regulation ((EU) 2016/679).
Month	A calendar month.
Parties	North Northamptonshire Council and the successful Supplier.
Performance Measure	The performance measurements and targets in respect of the Supplier's performance of the Contract.
Representative	Means, in relation to a Party, its employees, officers, representatives and advisors.
Service Level	The minimum level of service required of the Supplier by the Council when performing the service detailed in the Contract.
Service Level Failure	A shortfall or failure by the Supplier to provide the Services in accordance with any Target KPI.
Service Period	The agreed term, during which, goods, services, supplies and/or works, and/or any part, thereof will be provided by the Supplier or any of their representatives.

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TERM OR ACRONYM	DEFINITION
Site	any premises (including the Council's Premises, the Supplier's premises or third party premises) from, to or at which: a. the Service is (or is to be) provided; or b. the Supplier manages, organises or otherwise directs the provision or the use of the Service.
The Supplier	The company who wins the Contract, following evaluation of all bids received by the Council.
Target KPI	The minimum level of performance for a KPI which is required by the Council.