

RESPOND RESPONSIVE MAINTENANCE AND VOIDS TENDER

Term Brief – Operational Handbook

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18	env1016 filterless fan brochure
19	env1017 filterless fan brochure

1 General Principles and Requirements

- 1.1 This Term Brief sets out the Client's requirements in relation to standards, procedures, systems and processes for the Contract.

2 Form of Contract

- 2.1 The Form of Contract is PW-CF11 v1.6 Contract for Term Maintenance and Refurbishment Works.

3 Possession and Security

- 3.1 The Service Provider shall have non-exclusive possession of a Site or part of a Site once an Order is raised for Work.
- 3.2 From the date of non-exclusive possession of a Site or part of a Site the Service Provider shall be responsible for the security of that Site, part Site, however, where Work is being undertaken in occupied Sites or part Sites responsibility shall be limited to providing reasonable security (on the basis that the Residents also act reasonably in relation to security matters).

4 Scope/ Description of Work

4.1 Responsive Repairs

Responsive repairs and provision of replacement parts to any/ all assets and components forming part of a home or communal area, including provision of in hours emergency repairs as instructed by instructed by the Client Representative.

4.2 Out of Hours Emergency Repair Service

Call-out repair instructions issued by the Client Representative for emergency work outside normal working hours, including electrical emergency repair work.

4.3 Void Work/ Work to Empty Homes

Work instructed by the Client Representative to be undertaken in empty homes, generally prior to re-letting.

For this Contract, the following scope of work applies:

Category	Value	Response Times
Standard	Up to €15,000.00	To be completed within 28 calendar days
Large	Over €15,000.00	To be completed within 60 calendar days

4.4 Large Repairs and Component Replacement

Repairs (responsive or planned) that are greater in value and/ or complexity than a traditional repair including but not limited to:

Kitchen replacement	Out building roof replacement
Bathroom replacement	Loft insulation top up
Electric heating replacement	Garage door replacement
Electrical work	External works
Replacement or new extract ventilation	Fencing and gate renewal
Showers, new or replacement	Groundworks and landscaping
Aids and adaptations minor work	Whole house decorating
Smoke detectors new or replacement	External rendering
Wet room floor new or replacement	Large area wall tiling
External door replacement	Large area floor tiling
Chimney replacement	Large area plastering
Internal drainage	

4.5 Scaffold and Access Equipment

All/ any powered or non-powered scaffold or access equipment necessary to safely and properly (as determined by the Client Representative) undertake and complete the Work.

4.6 Builders and/ or Enabling Work

All/ any builders work or enabling work necessary to fully and properly complete Work to the Client Representative's satisfaction whilst avoiding the need for "hand-off" of work.

4.7 Making Good

All/ any work needed at the end of a job to "make good" the structure, fixtures, fittings, components and finishes etc. and surrounding areas that have been in any way affected by the work done, to the Client Representative's satisfaction.

4.8 Work because of a Mutual Exchange or Transfer

Work instructed by the Client Representative because of one Tenant legally exchanging their tenancy with another Tenant, which is likely to be minimal in value.

4.9 Cyclical Work

Cyclical works will not form part of this Contract.

4.10 Emergency Plan Support

The Service Provider shall provide the services within the scope of the Contract to the Client as part of its emergency plan at the Service Provider's tendered rates.

5 Asset Stock List

- 5.1 Please refer to 'Asset Summary' **Appendix 2** of the Invitation to Tender. All Respond assets have been split into the applicable lots and further split down for Contractor 1 and Contractor 2.

6 Operational Data/Repairs History

- 6.1 Please refer to 'Repairs History 2024' **Appendix 1** of the Invitation to Tender. Repairs History 2024 been split into the applicable lots and further split down for assets Contractor 1 and Contractor 2.

7 Guarantee of Work

- 7.1 The Contract does not guarantee the volume or value of Work, which shall be issued entirely at the discretion of the Client.
- 7.2 There is no guarantee that all or any Work will be instructed by the Client.
- 7.3 Properties may be omitted or added from/ to the Contract.
- 7.4 Any additional properties will generally be in the same general geographical area as others in the Contract.

8 Definitions

- 8.1 "Site" shall mean the place where Work is instructed to be undertaken by the Service Provider and may be a part or whole Site.
- 8.2 "Response Repairs" shall mean responsive day to day repairs and maintenance.
- 8.3 "Urgent Repairs" are in-hours emergency repairs to a home or communal area that does not include for example damp, mould or structural issues and which the Client in their diagnosis deem can be attended and completed within 3 days.
- 8.4 "Call-out Repairs" shall mean Out of Hours repairs issued after close of business on a working day. Out of hours repairs include electrical and gas repairs.
- 8.5 "Empty Homes or Void Homes Repairs" shall mean Tasks scheduled and agreed as being necessary before a home is re-let to a Resident that meet the Clients Minimum Lettings/ Void and Cleaning Standard.
- 8.6 "Emergency Work" shall mean Tasks during or outside normal working hours, that are required immediately to safeguard the safety and well-being of Residents, the structural stability and/ or integrity of a property and/ or the health and safety of the general public.
- 8.6.1 Once an Emergency Order is issued, whether in-hours or out of hours, the Service Provider shall attend within 4 hours in accordance with the requirements of the Contract.
- 8.6.2 Wherever possible, emergency work shall be completed first time/ first visit, but certainly within 24 hours.
- 8.7 "Large Repairs" shall mean repairs (responsive or planned) that are greater in value and/ or complexity than a traditional repair.
- 8.8 "Component Replacement" shall mean the replacement of key asset components, e.g. a kitchen or bathroom or electrical installation or boiler or central heating system to a home which may be a response repair or a large repair or work in a void home or planned work and may be capital funded.
- 8.9 "Planned Work" shall mean Tasks including work or services planned to maintain the integrity of a

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building, mechanical, electrical installation or component which may be capital funded.

- 8.10 “Servicing” shall mean Tasks including inspections, checks, tests and work to installations as described by the Contract documents, manufacturers’ instructions, statute or best practice.
- 8.11 “Compliance” shall mean Tasks including inspections, checks, tests and work to installations as required by statute or as described by the Contract documents, manufacturer’s instructions or best practice.
- 8.12 “Aids and Adaptation Work” shall mean Tasks and/ or products that can help Residents live as independently as possible and continue to access and enjoy their home.
- 8.13 “Cyclical Work” shall mean Tasks including work or services that occur on a cyclical basis, e.g., every five years, etc.
- 8.14 “Environmental Work” shall mean Tasks specifically identified for the neighbourhood and external spaces in or around Residents homes.
- 8.15 “Hand-off of Work” shall mean where one trade completes part of an Order or Task before handing it to another trade for them to work on. The Contract envisages the hand-off of work occurring on an exceptional basis only.
- 8.16 “Builders or Enabling Work” shall mean all/ any builders work or enabling work necessary to fully and properly complete an Order to the Client Representative’s satisfaction whilst avoiding the need for the “hand-off of Work”. The Contract envisages the Service Provider undertaking all/ any Builders or Enabling Work.
- 8.17 “Making Good” shall mean all/ any Tasks needed as a consequence of an Order to make good the structure, fixtures, fittings, components and finishes etc. and surrounding areas that have been in any way affected by an Order. The Contract envisages the Service Provider undertaking all/ any Making Good work.
- 8.18 “First Time Fix” and “Right First Time” shall mean a repair Order correctly technically completed (i.e., Tasks undertaken in accordance with Contract and response requirements that fully and economically remedy the problem(s) instructed by the Client as being part of an Order and that the problem(s) repaired when completing an Order “remain fixed”). Where possible this shall be during the first visit, without leaving the Residents home/ Site other to obtain van stocked items/ materials already at the Site.
- 8.19 “Designed Element” shall mean an Order or element of an Order to be designed and constructed by the Service Provider in accordance with the Contract. This includes the interface and/ or integration of Designed Elements with other Designed Elements and/ or other elements of an Order. For example, a replacement heating or kitchen installation.
- 8.20 “Point of Work Risk Assessment” shall mean a risk assessment of the work area for each Order, undertaken before Tasks commence and each and every time the Service Providers engineer/ trades person leaves and returns to the work area before an Order is fully complete.

9 Mobilisation Post Award

- 9.1 The Client and Service Provider shall agree the activities required and draft the Partnering Timetable (Mobilisation Plan) to mobilise the Contract.
- 9.2 The Service Provider shall provide and manage a detailed mobilisation programme and lead on all mobilisation activity including co-ordination of all Client related activity.

10 The Client’s Requirements

- 10.1.1 The Client is responsible for delivering housing management, maintenance and community service to over 9,500 homes.
- 10.2 The Clients’ Corporate Strategy 2022-2024 is in **Appendix 6**. Respond are working on an updated Corporate Strategy which will be available during the contract, however, Tenderers should familiarise themselves with the

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one in this procurement as the core values will remain.

- 10.3 The Client's **Vision** is that "every family and individual in Ireland will have high-quality housing as part of a vibrant and caring community.."
- 10.4 The Client's **Mission** is to "play an enhanced role in effectively addressing the specific housing and homelessness crisis in Ireland by expanding and improving the housing services we provide."
- 10.5 The Clients **Guiding Principles** are:
 1. A Human Right to Housing - Respond believes that every human being is equal in rights and dignity and has the right to a secure, affordable home, which meets their needs throughout their lifetime. Respond will strive to ensure that the services we provide are inclusive, empowering and value the human rights of the people we work with and support.
 2. Social Justice - All our initiatives will focus on creating a more just and equal society. We will seek to identify the root cause of social problems and, where we can, seek to address these through the deployment of our resources, expertise and energies. As a not-for-profit organisation, Respond's wider contribution to the wellbeing of Irish society will be measured by the positive impact we have on the lives of the individuals, families and communities we serve.
- 10.6 The Client's **Values** are:
 1. Listening
 2. Trust
 3. Empathy
 4. Sustainability
 5. Integrity
 6. Quality Design
 7. Value for Money
- 10.7 Respond's five Strategic Goals are:
 1. Building social housing
 2. Tenants at the centre of our work
 3. Homeless services
 4. Services in the community
 5. Affordable cost rental homes
 6. Financial sustainability
 7. Organisational excellence and accountability
 8. Advocates for change
- 10.8 To achieve their vision, Respond will require the Service Provider to be committed to working with them to achieve all of their key objectives.

11 Statutory and other Obligations and Restrictions

- 11.1 Arrange for the Client Representative to have access at all times to any workshops stores or other places of work, whether those of the Service Provider, Specialists or suppliers, for the purpose of inspecting any of the works being prepared or goods or materials stored off site.
- 11.2 The Service Provider's attention is drawn to the fact that properties are likely to remain occupied for the duration of an Order.

11.3 The Service Provider shall:

- a) Always comply with all current and future relevant health and safety acts, statutory instruments, requirements, guidance and amendments, including but not limited to any statute, statutory instrument, regulation, rule or order made under any statute or directive having the force of law, which affects the Contract or performance of any obligations under the Contract, and any regulation or bye-law of any local authority or statutory undertaker, which has any jurisdiction with regard to the Contract;
- b) Similarly, with respect to any acts, legislation or requirements set out in the terms and conditions of the Contract
- c) Similarly, with respect to environmental acts, statutory instruments, requirements, guidance and amendments
- d) Similarly, with respect to all current and future relevant equality legislation, acts, statutory instruments, requirements, guidance and amendments
- e) Comply with all Appendices and documents within the Tender.
- f) Be registered with accredited, third party, Health and Safety body Safe-T-Cert for the duration of the Contract and pay costs/ fees in relation to this membership. Registration details shall be provided to the Client Representative initially following award and subsequently upon request from the Client Representative
- g) Provide for all costs incurred and comply with all Safety, Health and Welfare at Work Act 2005 appertaining to all workpeople (including those employed by any Specialist) employed on site

11.4 The Service Provider is referred to the Health and Safety Authority guidance library at the link below: [Link](#)

11.5 Service Providers are specifically referred to:

- The requirements of the Safety, Health and Welfare at Work Act 2005
- The principles of Waste Management Act 1996 (as amended) in relation to Waste Management Plans
- The Construction Regulations 2013
- The Safety, Health and Welfare at Work (Construction) Regulations 2013
- The Safety, Health and Welfare at Work (General Application) Regulations 2007
- Safety, Health and Welfare at Work (General Application) Regulations 2007 – Part 4: Work at Height
- Environmental Protection Agency Act 1992 and other relevant environmental Acts
- Protection of the Environment Act 2003
- Air Pollution Act 1987
- Water Pollution Acts 1977 to 1990
- Safety, Health and Welfare at Work (Exposure to Asbestos) Regulations 2006 & 2010
- Code of Practice for Avoiding Danger from Overhead Electricity Lines published by ESB Networks
- Code of Practice for Avoiding Danger from Underground Services published by HSA, 3rd Edition 2021
- Gas (Installation and Use) Regulations 2008
- Membership of Safe Electric, RGI and OFTEC
- All other relevant Statutory Obligations and Requirements not herein before mentioned

12 Statutory and Non-Statutory Bodies

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- 12.1 The Service Provider shall engage with as necessary and shall always comply with requirements in relation to:
- Gas supply companies
 - Electricity generating and supply companies
 - Eir & other telecommunication companies
 - Water and supply companies
 - The Environmental Protection Agency
 - Fire & rescue services
 - HSA
 - Planning Authority & Building Control
 - Any other statutory or non-statutory body necessary to ensure that work delivered is fully compliant

13 Health and Safety

- 13.1 The Service Provider shall submit to the Client Representative copies appropriate Method Statements and Risk Assessments for the Contract before an Order or Tasks commence allowing sufficient time for the Client to provide comments and feedback and for the Service Provider to make subsequent amendments and re-submit documents to the Client Representative.
- 13.2 All method statements and risk assessments required by the Contract or requested by the Client Representative shall be reviewed and updated regularly by the Service Provider to take account of any changes in Order/ Task schedules and to reflect the actual services being provided.
- 13.3 The Service Provider shall complete a Point of Work/ Dynamic Risk Assessment for each Order instructed through the Contract which shall be undertaken before Tasks commence and during Tasks as necessary.
- 13.4 The Service Provider shall instigate a risk assessment-based system to manage lone working, working in and around occupied homes and the potential for assaults on its engineers/ trades persons.
- 13.5 The Client shall issue vulnerable Resident and other risk indicators on each Order where applicable.
- 13.6 The Service Provider shall issue a monthly Health and Safety Report to the Client Representative with details of all site visits, findings, actions taken and learning.
- 13.7 Should there be an accident or health and safety related incident relating to the Contract, Respond reserve the right to inform the Health and Safety Authority.

14 Asbestos

- 14.1 Non-licensed (non-notifiable) asbestos removal shall be undertaken by the Service Provider, whose engineers/ trades persons shall be suitably qualified, with current, up to date and relevant training.
- 14.2 Asbestos surveys will be undertaken by Respond appointed specialist.
- 14.3 Licensed asbestos removal will be undertaken by Respond appointed specialist.
- 14.4 All asbestos survey information will be available to the service provider via the clients portal or sent via email where not on the portal.
- 14.5 Where working with non-licensed asbestos, which may be notifiable, work shall be in accordance with HSA.
- 14.6 The Service Providers engineers/ trades persons shall each be properly qualified in the removal and disposal of non-licensed asbestos materials normally associated with the scope of the Contract.

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- 14.7 The Service Provider shall provide evidence to the Client Representative that staff and engineers/ trades persons working on the Contract are properly trained and qualified in the removal and disposal of unlicensed asbestos materials before commencing the Contract and periodically when requested by the Client Representative.
- 14.8 The Service Provider shall ensure that asbestos-containing materials are managed properly at all times, in accordance with current statutory requirements and that staff and engineers/ trades persons, whilst properly trained, do not exceed their level of training when handling such materials.
- 14.9 Under no circumstances shall the Service Provider and/ or their staff and engineers/ trades persons handle, remove or dispose of non-licensed asbestos-based products unless the Client Representative has formally instructed its removal.
- 14.10 Under no circumstances shall the Service Provider and/ or their staff and engineers/ trades persons handle, remove or dispose of asbestos-based products that should only be handled, removed or disposed of by a licensed specialist.
- 14.11 The Client shall provide the Service Provider with an electronic link to or arrange for hard copies of their asbestos data to be provided for homes and communal areas where work is to be undertaken, to the extent that this data is held by the Client.
- 14.12 The Service Provider shall be responsible at all times for using this asbestos data to understand and suitably accommodate the impact of the information provided within their methods of work and within each workstream.
- 14.13 The Service Provider shall note that not all homes have been surveyed to identify asbestos containing materials. The service provider shall liaise with client representative for any required Asbestos surveys.
- 14.14 The default position in relation to asbestos containing materials is that the Service Provider has properly checked the asbestos data provided by the Client before attending site and in doing so has established that any asbestos containing materials, whether or not they require licensed or non-licensed, removal have been identified.
- 14.15 Each work area shall then be inspected by the Service Provider before an Order/ Tasks commence.
- 14.16 Should the Service Provider find additional asbestos containing materials work must stop immediately and the Client Representative shall be advised, who shall determine whether or not they require licensed or non-licensed removal.
- 14.17 The Service Provider shall, for responsive repairs, immediately advise the Client Representative who shall instruct accordingly.
- 14.18 The Service Provider will follow their emergency procedures (to be agreed post award), make any affected Residents safe and isolate and make the area safe.
- 14.19 For Large Repairs, etc, and unless urgent, the Service Provider shall advise the Client Representative as part of their pre-survey work.
- 14.20 For Large Repair Work, etc., the Client will not be responsible for delays, additional costs or claims arising from the Service Provider not identifying asbestos containing materials before commencing an Order.
- 14.21 The Service Provider shall provide fully comprehensive electronic information relating to asbestos Orders/ Tasks to the Client Representative so that the Client can keep their records up to date, which shall be a condition for payment.
- 14.22 Where electronic asbestos related information and records in the clause above are not provided by

the Service Provider, the cost of testing or re-testing, where required, shall be met by the Service Provider.

15 Fire Compartmentation

- 15.1 The Service Provider shall not compromise fire compartmentation within the Clients buildings.
- 15.2 If the Contract requires fire compartmentation to be affected in any way, the Service Provider shall seek instruction from the Client before commencing who may also advise that joint post inspection is required.
- 15.3 Where compartmentation is to be disturbed it shall be properly re-instated or replaced and in doing so shall be fully compliant.
- 15.4 Each aspect of work relating to fire compartmentation shall be:
- Exposed
 - Photographed (timed, dated, and location referenced) before work commences
 - Repaired, reinstated or replaced
 - Labelled using a format agreed with the Client
 - Photographed (timed, dated, and location referenced) at completion and before being covered up
 - Recorded on an as built drawing using label and photograph references by the client including details of the products or materials used along with relevant manufacturers literature

16 Vehicles as a Place of Work

- 16.1 All cars and vehicles used in connection with the Contract, including those used by the supply chain, are deemed to be a “Place of Work”.
- 16.2 The Service Provider is responsible for ensuring that all cars and vehicles remain roadworthy at all times when in use.

17 Welfare and First Aid Facilities

- 17.1 For each aspect of an Order, the Service Provider shall make arrangements for or provide suitable welfare and first aid facilities and, where provided, fully maintain them throughout the duration of the Order.
- 17.2 Before commencing the Contract, allowing sufficient time for the Client to provide comments and feedback and for the Service Provider to make subsequent amendments and re-submit proposals to the Client Representative, the Service Provider shall provide the Client Representative with a welfare facility plan for all aspects of the Contract.
- 17.3 The Service Provider will not commence an Order until the Client Representative confirms they are satisfied with welfare facility proposals.
- 17.4 During an Order, the Client Representative shall review the management of the welfare facilities plan, may inspect welfare facilities and may give the Service Provider instruction in relation to their suitability, which shall be complied with at no cost to the Client.

18 Environmental Risk and Hazardous Substances

- 18.1 Each Partnering Team member shall use reasonable skill and care appropriate to its agreed role, expertise and responsibilities to implement the measures stated in the Partnering Documents to eliminate or render negligible the risk of harm to the Environment or migration of Hazardous Substances onto or from any Site.

- 18.2 The Service Provider and their Specialists shall not transport to, generate, store, use, treat, dispose of or install at any Site any Hazardous Substance and shall not cause any release of Hazardous Substances into or contamination of the Environment, except in accordance with the Environmental Laws applicable at the time of implementing the relevant Task.

19 Guidance on Conservation and Sustainability aimed at reducing Air, Water and Land Pollution, Carbon Emissions and Energy Use

- 19.1 The Service Provider is referred to the Ireland Government's legislation guidance on conservation and sustainability aimed at reducing air, water and land pollution, carbon emissions and energy use.

20 Sustainability

- 20.1 The Client recognise that sustainability encompasses environmental, social and economic concerns.
- 20.2 All purchases can have a detrimental impact on the environment, so all suppliers and Service Providers have an important role to play in seeking to reduce the environmental impact of The Client's purchases.
- 20.3 The Client:
- Is committed to seeking continuous improvement in its performance on sustainability in terms of the services it delivers and through the engagement of its supply chain
 - Acknowledges that agreeing statements and policies is only the start of the process and that its commitment must be supported by specific actions
 - Is committed to using its purchasing power to influence, enable and encourage its suppliers to behave in an environmentally responsible way
 - Will meet its commitment and objectives by working in partnership with others, including the Service Provider and Specialists for the Contract towards reducing the adverse environmental impact of its procurement decisions.
- 20.4 This will mainly be achieved by building industry-recommended environmental criteria and working with the appointed Tenderers' suppliers and sub-contractors to help them meet its requirements.

21 Value for Money

- 21.1 The Service Provider acknowledges that the Client is subject to the Value for Money practices.
- 21.2 In order to assist the Client to comply with ensuring Value for Money, the Service Provider shall throughout the duration of the Contract, to the extent of its obligations under the Contract:
- Make arrangements to secure continuous improvement in the way in which the Contract is carried out, having regard to a combination of economy, efficiency and effectiveness
 - Assist the Client by consulting with and answering any reasonable queries raised by representatives of the local people intended to benefit from the Contract or providing such information as they may reasonably request.
- 21.3 The Parties agree that any such Value for Money Review shall be carried out in accordance with all applicable laws.
- 21.4 The Client shall carry out any Value for Money Review at its own cost.
- 21.5 In carrying out the Value for Money Review, the Client shall consult with the Service Provider on any proposals to change the delivery of the Contract to enable the Client to comply with its Value for Money practices.

22 Quality Control

- 22.1 The Service Provider shall implement, maintain, and internally and externally audit a documented quality control system as agreed with the Client.
- 22.2 The Client and their internal auditors may review/ audit the Service Providers internal quality systems, procedures and processes to satisfy them of suitability for the Contract.
- 22.3 The Client may make recommendations for quality system improvements, the non-implementation of which may impact on the appointment or furtherance of the Contract.
- 22.4 The Client may, and the Service Provider shall allow the Client and their internal auditors to access and review/ audit their quality control and any other systems, including but not limited to systems, flow diagrams, procedures, processes, key documents, data, records, recording keeping, etc. from time to time and shall implement any changes recommended by the Client within reasonably agreed timescales.
- 22.5 The Service Provider shall manage and maintain fully traceable electronic records for all Orders carried out that can be accessed and referenced by the Client electronically
- 22.6 The Client Representative will agree procedures with the Service Provider post award and prior to commencement and it is envisaged that the Service Provider shall manage and maintain for example:
- Forms and notices
 - Notifications and appointments
 - Site attendance records
 - Service records and logs
 - Inspection and audit records and reports
 - Health and safety inspection records and reports
 - Accident and incidents records and statutory notifications
 - Productivity and performance measures
 - Complaints and claims management

23 Information Technology and Systems

General Requirements

- 23.1 The Service Provider hereby warrants and undertakes to the Client on a continuing basis that:
- a) It will access the Client IT System only for the purpose of providing, and only to the extent required to provide the Contract
 - b) The Service Providers IT systems will operate and interface seamlessly with the IT Clients System to the extent required for and in relation to the provision of the Contract
 - c) It will provide, at no cost to the Client, all interfaces, hardware, and software required to enable the Service Provider IT Systems to operate and interface seamlessly with the Clients IT Systems
 - d) It will not modify, alter, or reconfigure the Client IT System or modify, alter, delete, or overwrite any information or data stored on the Client IT system without the prior written consent of the Client (which shall not be unreasonably withheld or delayed)
 - e) It will use all reasonable endeavours not to introduce any virus, Trojan, malware, keylogger or other harmful software into the Client IT System and has checked all software and transfer media used for or in connection with the Contract (including but not limited to any software and transfer media used on or connected to the Client IT System) using the most recent and up-to-date virus checker
 - f) It will not damage the Client IT System, or the data stored on the Client IT System in any way and in particular through the introduction of harmful software
 - g) It will keep all data that it has access to confidential and will not disclose the same to any third

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party without the prior written consent of the Client or as required in the Contract

- h) It will comply at all times with Data Protection Legislation in relation to the processing of data and, in particular (but without limitation), will not retain the data for longer than is necessary for provision of the Contract
- i) It will not create its own database(s) or any other intellectual property
- j) It will access and use the Client IT System in accordance with any instructions and rules issued by the Client from time to time
- k) The Service Provider IT System, whether alone or when used in conjunction with the Client IT System, does not and will not infringe the rights (including but not limited to intellectual property rights) of any third party
- l) The Contractor shall notify the Client without undue delay and, in any event, within 24 hours of becoming aware of any actual or suspected Personal Data Breach affecting any Personal Data processed under this contract. The notification shall include, at a minimum, the nature of the breach, categories and number of data subjects affected, and any mitigation steps taken or proposed. Furthermore, a full incident report shall be provided to the contracting authority within 72 hours of becoming aware of any actual or suspected Personal Data Breach.
- m) The Service Provider agrees to indemnify and keep indemnified the Client on a full indemnity basis from and against all losses, liabilities, costs, charges, expenses, actions, proceedings, claims and demands which the Client may suffer or incur arising out of any breach of these requirements.

23.2 On expiry or termination of the Contract or termination of the Service Provider's appointment under the Contract for any reason, the Service Provider shall provide the Client, at no charge, with all reasonable assistance that the Client may require to migrate all data and information relating to, or created, or arising pursuant to its provision of the Contract that is stored upon the Service Provider IT System or other system to the Client or such third party as the Client may in its absolute discretion nominate.

23.3 The Service Provider will upon reasonable notice allow the Client open and transparent access to the Service Providers IT System for the purposes of collecting data for performance, financial, and KPI Reviews.

23.4 The Client warrants and undertakes to the Service Provider that:

- a) It will access and use the Service Providers IT System in accordance with any reasonable instructions and rules issued by the Service Provider from time to time
- b) It will not damage the Service Provider IT System, or the data stored on the Service Provider IT System in any way
- c) It will not modify, alter or reconfigure the Service Provider IT System or modify, alter, delete or overwrite any information or data stored on the Service Provider IT system without the prior written consent of the Service Provider (which shall not be unreasonably withheld or delayed)
- d) It will use all reasonable endeavours not to introduce any virus, Trojan, malware, keylogger or other harmful software into the Service Provider IT System and has checked all software and transfer media used for or in connection with the collection of data for Reviews (including but not limited to any software and transfer media used on or connected to the Service Provider IT System) using the most recent and up-to-date virus checker
- e) It will notify the Service Provider promptly and, in any event, within five (5) Working Days, if it becomes aware of any actual, potential or threatened breach of any of the warranties set out in this clause and will comply with all reasonable instructions of the Service Provider in relation to the same as the Service Provider may in its absolute discretion determine

23.5 The Client agrees to indemnify and keep indemnified the Service Provider on a full indemnity basis from and against all losses, liabilities, costs, charges, expenses, actions, proceedings, claims and

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demands which the Service Provider may suffer or incur arising out of any breach of these requirements

- 23.6 The Partnering Team members agree that no title to, or right in any part of the Client IT System, or the Service Provider IT System (whether tangible or intangible) shall pass from one party to the other unless explicitly agreed in writing by authorised representatives of the Client and the Service Provider or required pursuant to the terms of the Contract

- 23.7 The Clients existing IT systems are summarised as follows:

Existing IT Systems

- 23.8 The Client currently uses ActiveH as their primary IT system.
- 23.9 There are no scheduled changes to the primary IT system during the life of the Contract.
- 23.10 The requirements in the section Day 1/ Mobilisation and Year 1 below are deemed included in the Contract.
- 23.11 All/ any non-overhead related costs or additional (day to day delivery or priced mobilisation costs) overhead costs that relate to future alternative IT systems and information management options (including any improvements/ innovative technology), shall, where implemented be costed on an “open book” basis and in line with a mutually agreed and Client Approved Business Case

Constraints/Limitations

- 23.12 The Client has limited resources to invest in hard or software in relation to their IT systems, however this does not preclude the Client in being open to innovative, cost-effective solutions that the Service Provider may be aware of.
- 23.13 The Service Provider's solution may rely on interfaces between their own and the Client's systems for scheduling.
- 23.14 The Client envisages that designated Client staff will have permitted access to the Service Provider's system both in the Client's office(s) and remotely
- 23.15 Designated staff, permissions required, and detailed requirements will be agreed and implemented during the mobilisation period and before work commences.

Hard and Software

- 23.16 All and any hard or software needed to meet the requirements of this clause shall be supplied and installed by the Service Provider

Existing Arrangements: Booking Orders and Scheduling Work

- 23.17 The process for raising repairs can be found in **Appendix 4**

Mobilisation Period:

- 23.18 The Client and Service Provider (who shall be the Project Leader) shall work together to develop a system, processes and supporting document templates, formats and fields that facilitate the using of fixed width flat files (.fil) by the Client to the Service Provider and vice versa
- 23.19 The Service Provider shall test, successfully run and subsequently maintain (with support from the Client as necessary) the file exchange system as a fully operational system at all times
- 23.20 The frequency of issue of files by the Service Provider to the Client and vice versa shall be agreed post award and shall be a minimum of every 1 minute during Respond office hours (currently 08:30 to 17:30)
- 23.21 It is envisaged that a secure shared FTP will be used to facilitate the cross transfer of files and will be managed by the Service Provider.
- 23.22 The Service Providers system shall alert their staff to receipt of a file, which shall be processed by the

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Service Provider without delay.

- 23.23 The files shall contain all information required by the Client for each Order and information that is conditional on payment, along with all other key information required by the Client Representative in this Term Brief
- 23.24 Outbound files from Client to Service Provider will provide information of Orders issued. The file may contain more than one Order. The requirements for these may change during the Term
- 23.25 Inbound files from the Service Provider to the Client will provide, for example and not limited to, information of Order receipt from the Service Provider, stage updates, physical completions, costs. The file may contain more than one Order. The requirements for these may change during the Term
- 23.26 The type of storage to be used, designated users, any necessary partitioning and secure data storage folders, etc. shall be agreed post award
- 23.27 Additional information relating to the live tracking of Order progress, tradespeople and feedback on each Order shall be full accessible to the Client, in real-time, at all times

Day 1/ Contract Commencement:

- 23.28 The Service Provider shall, before Contract commencement, fully implement a system that allows:
- The Client's Customer Services Team to diagnose work and schedule appointments directly with the Resident
 - Order related information contained in inbound files from the Service Provider to be received, e.g., (not limited to) warranty details, SMV values, etc. as described elsewhere in this Term Brief
 - Provision of electronic data/ information in agreed formats
- 23.29 The Service Provider shall permit the necessary access to their systems to obtain a range of information and data, e.g., (not limited to): financial data/ information, KPI data and trends, diagnostic information, performance trends, complaints logs, live tracking of vans/ tradespeople, tracker reports, report generation options, financial management processes, reports required, etc.
- 23.30 All formats, information required, key Order stages, reports, needed, etc. shall be agreed during mobilisation

24 Performance Management

- 24.1 The Service Provider shall lead and manage all matters relating to performance management, including delivery, finance and cost management and customer service.
- 24.2 This shall include but is not limited to attending weekly Performance Meetings, agreeing areas to be reviewed with the Client, providing all data and information for review, implementing and reporting on performance improvements and system changes, providing reports, etc. and recording and reporting continuous improvement to the Client.

25 Working Hours and Emergency Contact**Service Provider Working Hours:**

- 25.1 The Service Provider's Normal working hours shall generally be 08:30 to 17:30 Monday to Thursday and 8:30 to 16:30 on Friday excluding Bank Holidays.
- 25.2 By exception, i.e., where a Resident is genuinely unable to arrange a normal working hours appointment, the Service Provider shall offer a Saturday morning appointment, which shall be paid for at the same labour or sub-contract rate as a normal working hours appointment.
- 25.3 Planned work is not normally permitted at weekends or on Public and Bank Holidays.
- 25.4 Where the Service Provider considers it necessary to work outside the above hours to maintain progress, complete an Order or for other reasons, all affected Residents must agree, and approval

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must first be obtained from the Client Representative.

- 25.5 The Service Provider shall note that weekdays that fall between Christmas and New Year are deemed to be working days and the Service Provider shall provide an appropriately resourced service over this period.

Client Office Hours:

- 25.6 The Client's office is operational between 08:30 to 17:30 Monday to Thursday and 8:30 to 16:30 on Friday excluding Bank Holidays.

Client Out of Hours Service:

- 25.7 The Clients Out of Hours Service shall be from 17:30 to 08:30 Monday to Thursday, from 16:30 Friday to 08:30 the following Monday and shall include Bank and public holidays.

Emergency Contact:

- 25.8 The Service Provider shall provide the Client Representative with primary and deputy emergency contact and mobile telephone details for directly employed employees of the Service Provider, who will respond to emergencies should the need arise.
- 25.9 The Service Provider shall also provide the Client Representative with details a senior manager who shall be available to liaise with the Client at all times, 24 hours a day, including during out of hours, weekends and holiday periods.
- 25.10 The Service Provider shall provide details of their Out of Hours Escalation Process during the mobilisation period.

26 Operational Office

- 26.1 The Service Provider shall manage the Contract from an office space within the geography of the Clients stock in their awarded Lot(s).
- 26.2 This office shall be the contact point for the Contract during normal working hours.
- 26.3 The Service Provider shall supply and install all necessary hard and software, internet connections, dedicated telephone line, equipment and consumable items to facilitate effective service delivery.
- 26.4 The Service Provider shall provide all systems and processes, including shared, shadow and virtual systems, hardware, software and data connections that link the Clients and Service Providers offices and allow the Client to provide real-time updates to staff.

27 Service Provider's Staff, Engineers/ Tradespersons and Specialists

- 27.1 As a matter of principle, the Client requires minimal reliance on Agency staff and limited use of Specialists.
- 27.2 The Service Provider shall:
- Employ sufficient staff, engineers/ trades persons, supervisors and Specialists who have the necessary skills, qualifications, up to date training, competence and experience for the duration of the Contract to ensure that the Contract is completed within agreed timescales/ deadlines and programmes.
 - Ensure Engineers/ trades people shall be multi-trade/ multi-skilled wherever possible.
 - All Engineers/ tradespersons shall have minimum Health and Safety training by way of up to date Safe Pass certification.
 - Ensure Engineers/ trades people working on electrical installations and/ or components are RECI (or equivalent) qualified.
 - Engineers/ trades people working on gas installations and/ or components are RGII (or equivalent) qualified.
 - Employ a competent and suitably qualified person(s) in charge who will be responsible for the

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management of the Contract, who is permanently contactable during and outside working hours and will make regular visits to site to ensure that Service Provider's staff, supervisors, engineers/ trades persons and Specialists perform their duties in accordance with the Contract.

- g) Employ a suitably qualified competent supervisor(s), who will be responsible for the management of all Orders and Tasks. Such supervisor(s) will be equipped with mobile phone(s), a PDA and be contactable at all times during working hours and out of hours where appropriate and required.
- h) Ensure that properly trained Safety Representatives are appointed and able to deal adequately with health and safety matters at all times during the Contract.
- i) Before commencing the Contract, provide the Client Representative with the name, address and telephone number of the Service Provider's Safety Representative and give immediate notice of any change of the Safety Representative.
- j) Ensure that the Service Providers Health and Safety Representative attends Orders periodically for site inspections; monthly for Orders falling under the Safety, Health and Welfare at Work (Construction) Regulations 2013, with provision of a formal report to the Client Representative
- k) Employ a competent and suitably qualified person who will be responsible for health and safety relating to the Contract and who is permanently contactable during and outside working hours.
- l) Satisfy the Client Representative that staff, engineers/ trades persons, supervisors and Specialists are recruited fairly.
- m) Ensure that their staff, personnel, Specialists and suppliers are aware of and comply with health and safety and environmental legislation, policies and procedures.
- n) Induct all permanently or temporarily employed staff, engineers/ trades persons, supervisors and Specialists in the Service Providers policies, procedures, risk assessments and safe working methods before they start work on site, providing evidence that such inductions have been held to the Client Representative.
- o) In conjunction with Respond and using Respond Induction Pack induct all permanently or temporarily employed staff, engineers/ trades persons, supervisors and Specialists in the requirements of the Contract and the Term Brief before they start work on site, providing evidence that such inductions have been held to the Client Representative.
- p) All permanently or temporarily employed staff, engineers/ trades persons, supervisors and Specialists shall receive mandatory 'Customer Service' Training, provided by the Client, as part of the induction process and before they become involved in the Contract.
- q) Provide shared reports electronically to the Client Representative regarding incidents and/ or findings from management/ supervision visits on a monthly basis.
- r) Provide suitable communication systems so that staff, engineers/ trades persons, supervisors and Specialists can communicate effectively at all times.
- s) Ensure all staff, engineers/ trades persons, supervisors and Specialists are fully aware of emergency and other procedures and have in place, assessed first aid provision and training.
- t) Operate a procedure to ensure regular contact with staff, engineers/ trades persons, supervisors and Specialists throughout their working day and the monitoring of their productivity and incidents.
- u) Record any incidents related to the Contract, report to the Client Representative at contract meetings, and take appropriate action.
- v) Service Provider's staff, engineers/ trades persons, supervisors and Specialists shall keep records of signing on and off times, working locations and daily duties carried out during their working day and make them available to the Client Representative upon request.
- w) Each member of staff, engineers/ trades person, supervisor and Specialist shall receive and shall

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continue to receive training that is appropriate to the requirements of the Contract.

- x) All training records will be made available to the Client Representative for inspection on request.
- y) Evidence of registration/ training provided shall be made available to the Client Representative on request.
- z) All staff and engineers/ trades persons, including Specialists, as well as wearing suitable, clean and presentable standard issue overalls, shall wear high visibility coveralls displaying the Service Providers and the Client's logo.
- aa) Service Provider's staff, engineers/ trades persons and Specialists shall wear a form of photo identity and name badge at all times, displaying both the Clients and Service Provider's logo and name, the format of which shall be agreed with the Client Representative.
- bb) Additionally, and where relevant, Service Provider's staff, engineers/ trades persons and Specialists shall wear and display trade specific registration cards, e.g., RECI or RGII Registration.

28 The Supply Chain

- 28.1 The Client recognises that the Public Contracts Regulations do not allow them to expressly state or specify requirements relating to the supply chain, Specialists, materials, products and components, etc.
- 28.2 As such, and strictly on a non-mandatory basis, the Client prefers the employment of Specialists or suppliers located in or drawing from communities where their homes are located.
- 28.3 Procurement of the supply chain, including materials, products and components shall mandatorily be in accordance with the Technical Specification and the Price Framework and amended from time to time and where appropriate award shall be on the basis of quality and price.
- 28.4 The Service Provider shall mandatorily ensure that all contracts with Specialists (Sub-contractors and Suppliers), which the Service Provider intends to procure following the award date of the Contract, and which the Service Provider has not before the date of the Contract already planned to award to a particular Specialist, are firstly approved by the Client Representative, advertised and awarded following a fair, transparent and competitive process proportionate to the nature and value of the Contract.
- 28.5 The Service Provider shall ensure that their staff and/ or professional advisors or consultants are aware of the Service Provider's confidentiality obligations under this Contract and shall include undertakings equivalent to those contained in clauses of the main contract in any Specialist Contract.

The Service Provider shall:

- 28.6 The Service Provider must seek formal approval from the Client Representative for the use of all/ any Specialists or suppliers prior to their employment.
- 28.7 The Client Representatives approval to using Specialists or suppliers will not be unreasonably withheld who may expressly require the Client's staff, members and Residents to be involved in the selection and award process.
- 28.8 The Service Provider shall comply with the fair payment provisions described below.
- 28.9 The Client will work closely with appointed Service Providers to influence the procurement, appointment and management of the second and third tier supply chain.
- 28.10 The Client will work with the Service Provider to develop a supply chain procurement and management plan post award.

29 Construction Supply Chain Payment Charter

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- 29.1 The Service Provider shall ensure that every Specialist Contract and any sub-contract pertaining to the Contract contains provisions requiring that payment due to the Specialist or to any subcontractor or supplier of the Specialist is made no later than thirty (30) days after receipt of a valid and undisputed invoice unless the relevant Specialist Contract or subcontract requires the Service Provider or Specialist or subcontractor or supplier to make earlier payment.
- 29.2 The Client, their staff, auditors and advisers reserve the right to review/ audit the Service Providers payment systems to ensure these obligations are being discharged.

30 Materials, Equipment, Goods, Plant, Labour and Vehicles

- 30.1 On a non-mandatory basis, the Client has specified materials, components and products that they consider to be the “benchmark” for the Contract.
- 30.2 For example, a kitchen manufacturer and product references may be specified, and the Service Provider may specify an alternative provided all performance and service characteristics (as determined by the Client) are the same.
- 30.3 Where equal products or materials were not set out in the tendered Price Framework the Client assumes that the Service Provider proposes the use of materials, components and products specified by the Client.
- 30.4 An alternative product or material shall be deemed equal when compared to “specified” products or materials, all performance and service characteristics (as determined by the Client) are the same.
- 30.5 Once products have been agreed they may only be changed with prior written approval by the Client Representative.
- 30.6 Products and components may be updated or replaced from time to time by their manufacturers. Products and components agreed for the Contract shall be that product or their equivalent updated product provided this has been instructed by the Client Representative.
- 30.7 The Service Provider shall maintain a “live” up to date electronic Data Sheet library for all products and materials used on the Contract that is accessible to staff, engineers/ trades people, the supply chain and the Client, in accordance with Safety, Health and Welfare at Work (Chemical Agents) Regulations
- 30.8 The Client will at all times remain the final adjudicator of acceptable product manufacturer, supplier service and specification.
- 30.9 The standards described in the Contract are the minimum standards acceptable to the Client.
- 30.10 All Orders undertaken shall include associated builders work, fire protection work and making good with suitable and appropriate materials.
- 30.11 Designs shall consider the needs of people with hearing or visual impairments, limited mobility, dexterity, strength, reach or height and wheelchair users, etc.
- 30.12 Materials and workmanship shall, at all times:
- Be supplied, installed and used in accordance with manufacturer’s instructions, trade literature and best practice
 - Not compromise or degrade the integrity of sites, adjacent sites, buildings, components, fixtures, fittings and furnishings or Resident’s lifestyles
 - Comply with current standards described by the appropriate Irish or equivalent European Standard(s) and the requirements of all appropriate and relevant industry or regulatory body or bodies, with copies of such documentation provided to the Client Representative upon request
 - Be from a demonstrably reliable source and certified for use in the Republic of Ireland
 - Be in accordance with the Term Brief and any agreed or instructed amendments
- 30.13 Materials for response repairs shall generally be on a “like for like basis”.
- 30.14 The types and standards of materials, goods and equipment supplied and used and the Tasks to be undertaken are described elsewhere in the Term Brief.

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- 30.15 Ownership of materials, goods and equipment shall be in accordance with the Contract.
- 30.16 The risk of loss or damage to materials goods and equipment remains with the Service Provider until Order completion.
- 30.17 If required to do so, and possibly before an Order commences, the Service Provider will provide samples of products and/ or materials to be used for the approval of the Client Representative. All materials and workmanship incorporated in the Order shall conform to approved samples in all respects.
- 30.18 Where appropriate and as requested by the Client Representative, the Service Provider shall provide design calculations, layouts, drawings, technical information and data, etc to the Client Representative before an Order commences and as built information following completion.
- 30.19 The Service Provider shall maintain and be able to readily access appropriate stocks of materials, components, Specialist components and plant to meet the requirements of the Contract to deliver repairs on a “right first visit” basis, however, unless otherwise agreed with the Client Representative, the Service Provider shall not stock-pile plant or materials at a site other than those necessary for the satisfactory completion of a maximum of 2 days’ Tasks.
- 30.20 Should any components or materials specified not be available or sufficient quantities not be available the Service Provider must not substitute components or materials other than specified in the Contract without obtaining prior written instruction from the Client Representative.
- 30.21 Should any components or materials specified not be available or sufficient quantities not be available the Service Provider must notify the Client Representative and affected Residents expediently before they leave the Residents or void/ empty home along with arrangements and timings for subsequent delivery or alternative Tasks.
- 30.22 When working in a Void property, should any components or materials specified not be available or sufficient quantities not be available, the Service Provider must notify the Client Representative immediately and in doing so
- Confirm arrangements and timings for delivery of components or materials that are not available
 - Confirm the impact on the void completion date
 - Suggest practical alternatives to mitigate delays in completing work to the void property, which shall be at least to the exact same standard as specified and preferably cost neutral
 - Confirm the time benefit of a suggested alternative and by exception any additional costs
- 30.23 The Service Provider shall ensure that where guarantees are given for designs, materials/ products supplied, or Tasks done, such guarantees are transferred to, and vested in the Client expediently as soon as the material/ product is supplied, or an Order completed.
- 30.24 The Service Provider shall ascertain with the Client and/ or manufacturers whether there are any existing warranties covering materials, components, controls or systems, etc they are due to work on.
- 30.25 Whenever scaffolding/ non-powered access is required it must comply with industry standards and shall only be erected, altered or dismantled by a competent person.
- 30.26 Whenever powered access is used, it shall be used by trained, competent operators with a current QQI award under the CSCS and be in possession of a CSCS registration card.
- 30.27 Van fleet shall be uniform in colour.
- 30.28 Fuel purchases from motorway services and other high-cost fuel providers are not permitted.
- 30.29 The Service Provider shall allow for all vans and fleet and all and any necessary fuel and maintenance and other running costs however so incurred.
- 30.30 The Service Provider shall ensure that all vehicles remain clean and presentable at all times.
- 30.31 Vans/ vehicles and fleet provided for the Contract shall only be used for the purposes of the Contract.

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- 30.32 The use of Electric vans and vehicles is encouraged by the Client and shall be considered as part of a Business Case for vans/ vehicles and fleet.
- 30.33 Aim to reduce noise and vibration to a minimum at all times.
- 30.34 Plant and equipment shall be properly silenced, maintained and inspected in accordance with the manufacturer's instructions, HSA guidance and best practice, only used by trained skilled people and reflect the fact that Orders/ Tasks are being undertaken in and around occupied homes.
- 30.35 Powered access shall be maintained in accordance with the relevant Safety, Health and Welfare at Work (General Application) Regulations 2007 – Part 4
- 30.36 Items of plant shall be maintained in a good and working condition so that extraneous noises from mechanical vibration, creaking and squeaking, shall be reduced to a minimum.
- 30.37 Other than where it is absolutely necessary, plant maintenance shall not be carried out on site. Where plant maintenance is required on site, the Client Representative and affected Residents shall be notified before maintenance commences.

31 Materials Management and Storage

- 31.1 The Client requires materials management and storage systems that facilitate right first-time delivery and ensure engineers/ trades people do not need to obtain materials or leave the place of an Order or Task to obtain materials at any time.
- 31.2 When visiting site, the merchant, working in conjunction with the Service Provider, shall recover waste to the merchant's yard for recycling and subsequent disposal.
- 31.3 The Service Provider in conjunction with their main merchant(s) shall provide and integrate the necessary IT systems, hardware and software to facilitate the efficient management of materials

32 Service Providers Code of Conduct

- 32.1 The Client has a Contractors Code of Conduct, which shall be reviewed and agreed during mobilisation, which describes what the conduct and approach Residents can expect from the Clients Service Providers.
- 32.2 See **Appendix 12**

33 Working Arrangements

- 33.1 In the main, Residents shall remain in occupation whilst Orders/ Tasks are carried out and the impact of Orders on individual lifestyles and proper enjoyment of facilities and personal needs must be considered at all times.
- 33.2 The Service Provider shall be aware that properties may be occupied by elderly, frail or other vulnerable people and people who shift-work, people with young children, etc and must impress upon all staff, engineers/ trades persons and Specialists that they are working in and around peoples' homes rather than on a building site.
- 33.3 It is the Client's policy to require the Service Provider to maintain, whenever practicable and safe, continuity of working and productivity during inclement weather.
- 33.4 The Service Provider will be expected to use all available and reasonable means/ aids to reasonably facilitate working in inclement weather and use best endeavours to prevent or minimise any delays.
- 33.5 For Planned work or Orders requiring a remote/ site establishment, provide all necessary temporary accommodation, welfare facilities and storage necessary to manage and facilitate the Order, proposals for which shall be pre-agreed with the Client before commencement.
- 33.6 The Service Provider shall safeguard each site/ empty home and/ or work area against damage, theft and unauthorised access and provide all necessary security measures. A site may include

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temporarily buildings, storage, facilities and secure compound and a home or homes whether occupied or void.

33.7 The Service Provider shall make all necessary arrangements for the supply of water and electricity for an Order including all temporary connections and shall pay all charges and issue all notices to Statutory Undertakers in respect thereof. All water for an Order shall be obtained from a mains supply and kept clean and uncontaminated prior to use.

- 33.8 Ensure the provision of artificial lighting where the existing lighting is inadequate for the proper execution of an Order.
- 33.9 Provide all necessary general scaffolding, access equipment, stagings, trestles etc required for the safe, proper and expeditious execution and completion of an Order including all hoarding, lighting and signs.
- 33.10 Skips shall not be left on the highway except in accordance with the requirements of the local Highway Authority and shall not be permitted elsewhere without prior approval.
- 33.11 Where suitable space is available on Client land for the placing of skips, the Service Provider shall seek permission from the Client Representative before an Order commences.
- 33.12 Where instructed by the Client Representative, a “Permit to Work” and “Permit to Leave” regime will be operated by the Service Provider for an Order or Tasks.
- 33.13 The Service Provider shall ensure all scaffolding, access equipment and temporary works comply with the Highway Authority’s requirements and Health and Safety Regulations.
- 33.14 The Service Provider shall liaise with and obtain all necessary licences and/ or permits from the Highways Authority, Statutory Bodies, etc, required to undertake an Order and provide copies to the Client Representative.
- 33.15 The Service Provider shall provide all necessary tarpaulins, sackings, boardings, screens or other coverings, temporary gutters, down chutes, drains, soakaways, etc, as required for the full protection of the Clients and adjacent owners/ users’ assets, structures, etc, Service Provider’s and Specialist’s materials,
- 33.16 Tasks and the site, which may be damaged by storm, rain, snow, frost or other inclement weather and clear away when required and make good all damage as a result of the omission of such protection.
- 33.17 The Service Provider shall ensure those areas with fixed and/ or powered access being used are fully barriered and protected.
- 33.18 The Service Provider shall take all necessary measures to keep carriageways, footways and accesses clear of dust, mud or other deleterious materials caused by or arising from an Order.
- 33.19 Measures shall also be taken to keep adopted and non-adopted highway drains, ditches and grips free of all obstructions.
- 33.20 The Service Provider shall be responsible for the control of dust on the site and shall take all reasonable measures to prevent dust from entering on to adjacent properties and public highways.
- 33.21 The Client may require their staff, other persons or contactors and/ or statutory bodies to carry out other Orders concurrent with the Contract, including, building, gas, and electrical, cyclical and other repairs, planned repairs or work.
- 33.22 The Service Provider shall facilitate, support and permit such Orders to be executed without hindrance and may be required to work in conjunction with others.
- 33.23 The Service Provider is advised that they may be required to provide attendance to other contractors including builders work in connection with other operations and work.
- 33.24 The responsibility for loss or damage to materials, goods and equipment remains with the Service Provider until completion.
- 33.25 Vehicles used in conjunction with the Contract shall be treated with respect at all times by the user and

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shall be managed, maintained, driven and parked (both in and out of hours) professionally

- 33.26 The parking of vehicles on public and estate or public footpaths, fire paths, evacuation routes, pre-allocated car parking areas or grassed areas is not permitted.
- 33.27 Parking must not inconvenience Residents or the general public.
- 33.28 Provide for all costs in respect of all transport necessary for workpeople and car parking provision where there is inadequate provision on site.
- 33.29 The Service Provider shall maintain convenient and safe means of access to enable continuous safe occupation of homes at all times, including provisions to ensure that the needs of the visually impaired, vulnerable and elderly people, people with prams or wheelchair users, etc are met.
- 33.30 Alternative routes for Residents and the public shall be of the shortest practicable length, and wherever possible shall be kept at least 1.8 metres wide to allow for the passage of prams and wheelchairs and should never be less than 1.2 metres wide.
- 33.31 The Service provider shall comply with the Service Approach for each workstream and Code of Conduct described elsewhere in the Term Brief.
- 33.32 The Service Provider shall consult with Residents concerning the time of deliveries of materials/ components and the order of executing an Order.
- 33.33 Prior to the commencement of an Order Residents shall be invited by the Service Provider to remove all personal items to a place of safety.
- 33.34 The Service Provider shall:
 - Carefully move any items not already moved from the workplace by Residents to a place of safety and re-instate on completion
 - Before doing so, ensure liability is explained to the Resident and a disclaimer is signed and dated by the Resident
- 33.35 The Service Provider shall always leave Tasks complete and in a clean and sound condition and clear away all rubbish as work progresses and at completion of each visit and working day and undertake a final clean before completion.
- 33.36 The Service Provider shall provide for removing from site all accumulated rubbish and superfluous materials and consistently maintain the whole site area in a clean and tidy condition.
- 33.37 Rubbish shall be disposed of in segregated skips located at the Service Providers main merchant(s).
- 33.38 Part used materials shall be properly managed and recorded and returned to a dedicated store located at the Service Providers main merchant(s) or alternative storage agreed with the Client Representative.
- 33.39 A copy of all Waste Transfer Notices shall be provided to the Client Representative.
- 33.40 Other than for minor use, e.g., using a vacuum to clean up after Tasks, the Service Provider must not use Resident's electric or other services including water, telephone, gas or any other private services unless by prior agreement with individual Residents in which case, they shall be suitably reimbursed by the Service Provider for the use of these services. The Client Representative shall be notified of and agree to any such arrangements before arrangements are agreed.
- 33.41 The Service Provider shall bear the cost of repairing any damage arising from execution of an Order.

Protection of Existing and Adjoining Buildings, Footways, Highways and Watercourses

- 33.42 Provide for taking all necessary precautions to prevent nuisance from water, smoke, dust, rubbish and other causes.
- 33.43 Burning on site of materials arising from an Order will not be permitted.
- 33.44 The Service Provider shall ensure that the stability of existing buildings or boundary walls, fences or railings is not affected by any Order.

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- 33.45 The Service Provider shall take all reasonable precautions to prevent damage to adjoining private properties and obtain permission, as necessary, from owners to erect scaffolding, ladders or otherwise adjacent to or on adjoining property, and pay all charges.
- 33.46 Take all reasonable precautions in connection with rivers, streams, waterways, drains, watercourses and the like to prevent silting, erosion of beds or banks, pollution of any kind, interference with supply or abstraction.
- 33.47 Scaffolding and any other access equipment shall be cleared away and made good on completion or when directed.
- 33.48 The Service Provider shall not interfere with any rights of way or light to adjoining properties.
- 33.49 Any notice received by the Service Provider or left upon the site requiring the suspension of any part of an Order shall at once be communicated to the Client Representative in writing.
- 33.50 Care shall be taken to cause as little disturbance and nuisance as possible to the occupants of adjacent properties during the progress of an Order.
- 33.51 Where appropriate the Service Provider shall notify adjoining owners/ residents of the proposed Tasks and advise them from time to time of progress.
- 33.52 Should the Service Provider believe that the Party Wall Act applies to an Order, they shall advise the Client Representative before an Order commences.
- 33.53 Should the adjoining owner insist on a party wall or similar notice the Service Provider shall notify the Client Representative immediately.
- 33.54 Provide for taking reasonable precautions to prevent workpeople, including those employed by Specialists, from trespassing on adjoining owner's property and any part of the premises that are not affected by the Contract.
- 33.55 The Service Provider shall make good any damage caused to roadways kerbs, verges or pavements and the like.
- 33.56 Every effort shall be taken by the Service Provider to avoid damage to external areas including gardens and trees.

34 Repairs and Voids Existing Process Maps

- 34.1 Please refer to the separate documents in **Appendix 3 and Appendix 4** which summarise the current repairs and voids process.
- 34.2 During mobilisation and in conjunction with the interfacing of Information Technology and Systems, the Service Provider and Client shall review and update all workflows to reflect the systems and interfaces being adopted.

35 The Clients Contact Centre

- 35.1 The Client shall receive all requests for repairs via their Customer Services Team who shall:
- Record details relating to the resident and the repair
 - Diagnose the repair scope
 - Determine the Response Time (Priority)
 - Determine the potential trade required e.g., plumber/ carpenter, etc.
 - Log the Order on their IT system (which shall during mobilisation be interfaced with the Service Providers systems)
 - Issue work to the Service Provider

36 Response Categories and Response Times

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- 36.1 The Client's expectation is that the Resident will, with support from the Contact Centre or Out of Hours Service Provider, sufficiently explain the nature of the repair needed to facilitate accurate diagnosis and prompt allocation of the right response category.
- 36.2 All Orders shall be responded to as follows:

Work Reference	Repair Type	Response Time
Responsive Repairs	Emergency in hours	To be attended and made safe within 4 hours and completed fully in 24 hours
Responsive Repairs	Emergency out of hours	To be attended and made safe within 4 hours and completed fully in 24 hours
Responsive Repairs	Urgent	To be completed within 3 days
Responsive Repairs	Routine – pre-inspection	To be completed within 20 days
Responsive Repairs	Routine – works	To be completed within 20 days
Standard Void	Up to €15,000.00	To be completed within 28 calendar days
Large Void	Over €15,000.00	To be completed within 60 calendar days

37 Repairs Orders

In Hours:

- 37.1 The Service Provider shall at all times ensure that sufficient, competent, trained managers, supervisors, engineers/ trades persons and staff are available to deliver in-hours and emergency out of hours repairs.
- 37.2 A Variation Allowance is stipulated in the Price Framework to a maximum of €200 each Order, if not stated elsewhere.
- 37.3 Any variation to an Order beyond this Variation Allowance shall be approved by the Client before commencing any work relating to the variation, which shall be confirmed electronically to the Service Provider.
- 37.4 Designated Client staff and levels of authority for agreeing variations shall be agreed post award.
- 37.5 For each and every Order it is vital that the Service Provider ensures all/ any information conditional on payment or as requested by the Client Representative is properly obtained and provided expediently using the shared electronic drive.
- 37.6 For each and every Order once information conditional on payment or as requested by the Client Representative has been satisfactorily provided by the Service Provider the Client shall confirm electronically to the Service Provider that the Order is complete.
- 37.7 The Service Provider issues a monthly preliminary work order schedule to Respond for review and approval
- 37.8 An Order is required for each and every request for work. Payment will not be made for work undertaken without an Order.
- 37.9 Repairs Orders shall be issued by the Service Provider “one at a time” to engineers/ trades people using the IT system.
- 37.10 A new Order should not be issued by the Service Provider to an Engineer/ Tradesperson by the Service Provider until it is 100% clear that the current Task(s) is complete.
- 37.11 The bulk issuing of Orders to engineers/ trades people is not permitted.

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- 37.12 Requests for repairs Orders may also be generated other designated Client staff (designated staff will be agreed post award) and their Out of Hours Service Provider.
- 37.13 Whilst complying with Order and variation requirements at all times, when undertaking repair Orders, the Service Provider shall complete the Tasks that are needed to effect the repair and not rely solely on scheduled items or Order descriptions.
- 37.14 Whilst complying with Order and variation requirements at all times, where other repair Tasks of a similar nature and scope are identified by the Service Provider or requested by the Resident, subject to Client Representative approval, this shall also be completed provided the Service Providers ability to attend other appointments is not affected.
- 37.15 Where the Service Provider is of the opinion that a duplicate Order has been issued this shall be reported to the Client Representative. The Client Representative will decide if the Order is to be cancelled.

Emergency and Out of Hours:

- 37.16 Unless an Order is of a specialist nature, emergency or out of hours repairs shall only be undertaken by the Service Providers directly employed staff and engineers/ trades persons.
- 37.17 For each and all Emergency callouts the Service Provider shall provide the Client with a summary attendance report of work undertaken, by address, by 9am, next working day.
- 37.18 For each and all Emergency callouts the Service Provider shall subsequently provide fully comprehensive details, costings, before and after photographs, etc. within two working days of attendance.

38 Repairs Outside the Scope of an Order**Repairs required before other Tasks Commence**

- 38.1 The Service Provider shall inspect each area of work before commencing an Order and report to the Client Representative any repairs necessary to ensure that an Order can be fully and properly completed.
- 38.2 The Client will arrange for repairs to be undertaken as necessary and the Client Representative may vary the Order to the Service Provider to undertake such repairs.

Repairs not affecting an Order

- 38.3 When inspecting each area of work before commencing an Order or during an Order, the Service Provider shall report repairs needed that they observe.
- 38.4 This shall include fire protection or compartmentation work needed to ensure that a home remains fully compliant.
- 38.5 The Service Provider shall also report any repairs identified by a Resident to the Client Representative.
- 38.6 The Client will arrange for repairs to be undertaken as necessary and the Client Representative may vary the Order to the Service Provider to undertake such repairs.

39 Repairs in Occupied Homes – Service Approach

- 39.1 The following process shall be further developed and agreed with the Service Provider post award.

Visiting Occupied Homes:

- 39.2 When visiting occupied homes, the Service Providers, staff, engineers/ trades persons and Specialists shall:
- Send a message to confirm “we are on our way”, estimated time of arrival, the Engineers/ Trades Person’s name, the name of the company attending

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- Manage access in accordance with the process described elsewhere in this document
- Politely make their presence known
- Allow sufficient time for people to answer the door
- Attempt to contact the Resident by phone or their preferred means before leaving if there is no initial access
- Introduce themselves
- Show their identity card
- Explain the purpose of their visit and where they need to work
- Ask the Resident if they (the trades person) need to wear shoe protectors

Before Starting an Order

- 39.3 Before starting an Order, the Service Providers, staff, engineers/ trades persons and Specialists shall:
- Survey the work area
 - Properly establish that the removal of asbestos containing materials is not required, whether licensed or unlicensed and comply with the asbestos management process
 - Establish/ determine the scope of Tasks needed in relation to an Order given by the Client Representative
 - Identify other repairs that are in-scope and can be completed this visit, repairs needed to facilitate completion of this Order and other repairs that should be reported to the Client immediately for approval before work commences
 - Ask the Resident if there are any repairs they wish to report to the Client (which shall be recorded and reported to the Client Representative)
 - Where a Task is different from an Order, explain this to the Resident and confirm advice is needed and being sought
 - Contact the Client/ Scheduler (details to be agreed) if the scope of Task needed significantly exceeds or is an inappropriate solution given the description on the Order
 - Record the Tasks needed
 - Undertake a Point of Work/ Dynamic Risk Assessment that specifically relates to the Order/ Tasks being undertaken
 - Take photographs of the entire work area
 - Advise the Resident on the need to move belongings, etc.
 - By exception, give assistance where needed
 - Show and explain the Tasks being undertaken to the Resident
 - Properly separate the work area and safely manage materials, small tools and equipment
 - Protect the work area and Resident's floor, furniture, possessions etc

Please note:

- Where the appropriate and necessary or properly signed Disclaimers are not obtained by the Service Provider from the Resident before commencing a repairs Order, the Service Provider will be liable in full for any claims subsequently made by the Resident
- The obtaining of Disclaimers does not absolve the Service Provider from claims of negligence by the Resident

During an Order

- Carry out the Tasks needed to complete the Order regardless of descriptions on the Order
- Maintain separation of the work area and the safe management of materials, small tools and equipment
- Maintain protection to the Residents home
- Complete other repairs of a similar nature and scope provided the Service Providers ability to attend appointments is not affected

Completion and Leaving an Occupied Home

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- 39.4 At completion the Service Providers, staff, engineers/ trades persons and Specialists shall:
- Remove protection
 - Clean the work area and other areas affected by the Tasks
 - Leave the work area safe
 - Take photographs of the Tasks undertaken and entire work area
 - Ensure the Tasks undertaken are accurately reflected in a Task/ work record
 - Record any other repairs seen that did not affect the Order or requested by the Resident that could not be undertaken during the visit
 - Show and explain the Tasks undertaken to the Resident
 - Instruct the Resident in using any new component
 - Provide any user instructions in the Residents preferred format
 - Alternatively, if the preferred format is not available or the Resident prefers, record the preferred format, method of issue and confirm the need for instructions to be issued post visit
 - Ask the Resident if they are happy with the service that has been provided
 - Make and confirm an appointment to suit the Resident, for follow-on Tasks with the Scheduler and ensure the Resident has received a message confirmation before leaving
 - Obtain the Residents signature and legibly printed name on a Task/ work record sheet confirming that the Order has been completed
 - Provide contact details for the Resident to communicate about the Order once it has been completed should they wish to and confirm to the Client that this information has been provided
 - Complete all records and update the IT system accordingly to show that the Task is complete (i.e., all Tasks needed are physically complete), or not if follow-on Tasks are required
 - Provide the Client with Performance measures information via the IT system

Information Required by the Client for each Repair

- 39.5 The following information required shall be developed and agreed with the Service Provider post award.

Information		Notes
1	Full property Address	Including number, block number/ name and street name
2	The Clients asset reference number	
3	Order Issue and Completion Date	
4	Point of Work/ Dynamic Risk Assessment	As completed and updated during the Order/ Tasks, to the sample specified by the Client (i.e., depending on the scope of an Order, may not be needed for each Order).
5	Compliance Certificates – Commissioning and Benchmarking	A Commissioning and Benchmarking Certificate in a format agreed by the Client Representative including as relevant: • Electrical • Gas • Oil • Legionella
6	Compliance Certificates – Building Regulations	Where relevant
7	Building Energy Rating (BER)	Where relevant
8	Warranty/ Guarantee	Copy of any registered warranty or guarantee details

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9	Schedule of Tasks Completed	A schedule of all Tasks completed, including repairs necessary to facilitate completion of an Order
10	Cost	The actual cost for the Tasks undertaken, in accordance with the Price Framework. Leaseholder and other “non-tenant” tenure costs shall be presented in an agreed format.
11	Task Details	Design record and “as-built” drawings, details and specifications of materials, goods and workmanship any other related documents prepared by or for the Service Provider in relation to any Designed Element; Any/ all design calculations, reasonably required for the purpose of explaining the design proposals The setting out dimensions the Service Provider used for the purposes of carrying out and completing any Designed Element; A record of all the locations of components and systems installed, locations of access points for maintenance purposes, etc A record of all fire compartmentation affected by the work.
12	Loft Space Information	Documentation relating to work undertaken in loft spaces
13	Cold Water Cistern Installation	Details
14	Photographs	“Before and after” the Tasks Timed and dated photographs of any “No-access” cards where relevant
15	Statutory Services	Locations where relevant
16	Resident Sign-off of Work	A copy of the “sign-off” by the Resident.
17	Resident Disclaimers	A copy of any disclaimers signed by the Resident
18	Other Repairs	Repairs seen that did not affect the Order or requested by the Resident that could not be undertaken during the visit
19	Concerns	Any lifestyle, wellbeing, vulnerability and property integrity concerns
20	User manuals	Where relevant for any new installations e.g. boiler controls
21	Other	Any other information relevant to the Order being undertaken
Failure to provide any of the above information to the satisfaction of the Client Representative will result in payment being withheld.		

40 Repairs Appointments

- 40.1 Appointments with Residents will be made and confirmed by the Service Provider.

41 Repairs Access Procedures

- 41.1 A copy of Responds Access Policy will be provided post award.
- 41.2 Access to tenants homes, with the exception of emergency work, shall be by appointment to suit the residents needs and requirements and shall be in accordance with their various tenancy and leaseholder agreements.
- 41.3 Detailed access procedures shall be agreed post award.
- 41.4 The format of and copies required of “no access” cards will be agreed post award.
- 41.5 Upon arrival if access cannot be gained, the person attending shall, without leaving site, use their best endeavours to contact the Resident to gain access, using the contact and Resident profile details available/ provided.
- 41.6 During each visit, and following their best endeavours to gain access, where access cannot be gained; the engineer/ trades person shall call the Clients Customer Services Team, who shall establish whether they can assist with gaining access, provide further information/ guidance or using a risk-based approach, determine whether to cancel the Order, re-issue an Order or leave it “open”.
- 41.7 The Service Provider shall not cancel an Order under any circumstances as this may impact on customer service and/ or result in legal disrepair claims being made to the Client.
- 41.8 If access cannot be gained, the Service Provider shall then make three (3) reasonable, fully recorded and auditable attempts to make contact to gain access to a tenant or leaseholders’ home.
- 41.9 “Reasonable” means no access for an appointment or re-arranged appointment that was made to suit the tenant or leaseholders’ requirements and where all reasonable attempts were made during each visit to gain access, including contacting the Clients team.
- 41.10 “Reasonable attempts” includes attempting to make contact to gain access in three (3) different ways at different times of the day, including using the Residents’ preferred means of contact and lifestyle information described in the Resident Profile information. E.g., calling Residents with school age children before 09.30 and then after 14.30 would not be considered to be a reasonable attempt.
- 41.11 For Urgent Repairs and where access cannot be gained, three (3) reasonable attempts to gain access shall be made over the 3day period, following which the Order shall be reported to the Clients Customer Services Team for review and instruction by the Client Representative.
- 41.12 For Out of Hours Orders and in the unlikely event access cannot be gained, the engineer/ trades person shall contact the Out of Hours Service.
- 41.13 Where access cannot be gained a no access card advising of the visit and no access with a request to make contact to re-book an appointment will be posted through the letterbox of the tenant or leaseholder.
- 41.14 Before posting a fully completed no access card, the engineer tradesperson shall take a clear time and dated photograph on their PDA of the front door of the home and no access card (one photograph with the front door and no access card)
- 41.15 The Service Provider is not permitted to cancel Orders or Tasks under any circumstances.

42 Landlords Obligations and Regulations

- 42.1 The Client is bound by the following legislation and regulations:
- Housing (Standards for Rented Homes) Regulations 2019

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- Residential Tenancies Act 2004

42.2 The Service Provider shall be aware of and comply with the requirements of the Regulations with regard to the repairs identified in the “Schedule” and the “Prescribed Period” (as defined in the Regulations).

42.3 If the Service Provider fails to carry out the repair within the prescribed periods, the Service Provider shall be liable for the compensation to the Residents. The Client shall be entitled to deduct the appropriate amount from any subsequent payment due to the Service Provider or it may be recovered as a debt.

43 Repair Responsibilities

43.1 Repair responsibilities vary based on tenure which may for example be tenanted, leaseholder or shared ownership.

43.2 The Service Provider shall at all times seek guidance from the Client Representative in relation to repairs obligations and responsibilities.

44 Void Orders

44.1 Void work shall be carried out in accordance with the Clients Minimum Lettings/ Void and Cleaning Standards in **Appendix 3**

44.2 The Service Provider shall at all times ensure that sufficient, competent, trained managers, supervisors, engineers/ trades persons and staff are available void property work.

44.3 An Order shall be issued electronically by the Client to the Service Provider for each and every Void job.

44.4 Any variation to an Order shall be approved by the Client before commencing any work relating to the variation.

44.5 A Variation Allowance is stipulated in the Price Framework, which shall be plus 10 percent, to a maximum of €1000 each Order, if not stated elsewhere.

44.6 Any variation to an Order beyond this Variation Allowance shall be approved by the Client before commencing any work relating to the variation, which shall be confirmed electronically to the Service Provider.

44.7 Designated Client staff and levels of authority for agreeing variations shall be agreed post award.

44.8 The Client shall issue an updated Order electronically to the Service Provider for any variation.

44.9 For each and every Order it is vital that the Service Provider ensures all/ any information conditional on payment or as requested by the Client Representative is properly obtained and provided expediently using the shared communications.

44.10 For each and every Order once information conditional on payment or as requested by the Client Representative has been satisfactorily provided by the Service Provider the Client shall confirm electronically to the Service Provider that the Order is complete.

44.11 The Service Provider may then issue an electronic invoice for each and every job, which shall be on a daily/ progressive basis.

44.12 For each and every Order it is important that the Service Provider ensures their invoice exactly matches the financial value of each completed Order.

44.13 Mismatched invoices will be automatically returned to the Service Provider to re-administer and re-issue.

44.14 An Order is required for each and every request for work. Payment will not be made for work undertaken without an Order.

- 44.15 Whilst complying with Order and variation requirements at all times, when undertaking Void Orders, the Service Provider shall complete the Tasks that are needed to effect the repair and not rely solely on scheduled items or Order descriptions.
- 44.16 Where the Service Provider is of the opinion that a duplicate Order has been issued this shall be reported to the Client Representative. The Client Representative will decide if the Order is to be cancelled

Void Orders and NHF Schedule of Rate Standard Minute Values (SMV's)

- 44.17 Regardless of cost model, the Service Provider shall, for each Void Order, schedule the labour element SMV's relevant to each Order and submit this information to the Client at completion of each Order.
- 44.18 The schedule to be populated will be that issued and amended by the Client for the Order.
- 44.19 This requirement also applies to Specialists undertaking void work on behalf of the Service Provider.
- 44.20 This information shall be used by the Client to measure SMV scheduled cost against actual labour cost.

Clients Pre-Order Pack

- 44.21 Whilst allowing sufficient time for the Client to provide comments and feedback and for the Service Provider to make subsequent amendments and re-submit proposals to the Client Representative, provide the Client Representative with one electronic copy clearly indexed and referenced of:
- A summary of the proposed Tasks
 - The Service Providers Risk Assessment
 - Repairs necessary to facilitate completion of the Order.
 - Other repairs seen that do not affect the Order.
 - Drawings, details and specifications of materials, goods and workmanship any other related documents prepared by or for the Service Provider in relation to any Designed Element
 - Any/ all design calculations, reasonably required for the purpose of explaining the design proposals
 - Details of any non-standard Tasks required with a brief design statement confirming why the Tasks are needed
 - Photographs of the entire work area
 - The Service Providers Pre-installation survey sheet/ form, signed, printed and dated by the Service Providers representative undertaking the survey
 - Agreed locations and/ or layouts of key components
 - A formal written decorating audit of the affected areas
 - The Service Providers proposed programme of work and start/ completion dates
 - The Service Providers price build-up for the proposed Tasks

Information Required by the Client for each Void Property

- 44.22 The following information required shall be developed and agreed with the Service Provider post award.

Information		Notes
1	Full property Address	Including number, block number/ name and street name
2	The Clients unique property reference number	

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Information		Notes
3	Order Issue and Completion Date	
4	Point of Work/ Dynamic Risk Assessment	As competed and updated during the Order/ Tasks, to the sample specified by the Client (i.e., depending on the scope of an Order, a POWRA may not be needed for each Order).
5	Compliance Certificates – Commissioning and Benchmarking	A Commissioning and Benchmarking Certificate in a format agreed by the Client Representative including as relevant: • Electrical • Gas • Oil • Legionella
6	Compliance Certificates – Building Regulations	A Building Regulations Compliance Certificate
7	Building Energy Rating (BER)	
8	Warranty/ Guarantee	Copy of any registered warranty or guarantee details
9	Schedule of Tasks Completed	A schedule of all Tasks completed, including repairs necessary to facilitate completion of an Order
10	Cost	The actual cost for the Tasks undertaken, in accordance with the Price Framework. Standard Minute Value Schedule for the labour element of work. Leaseholder and other “non-tenant” tenure costs shall be presented in an agreed format.
11	Task Details	Design record and “as-built” drawings, details and specifications of materials, goods and workmanship any other related documents prepared by or for the Service Provider in relation to any Designed Element;
		Any/ all design calculations, reasonably required for the purpose of explaining the design proposals
		The setting out dimensions the Service Provider used for the purposes of carrying out and completing any Designed Element;
		A record of all the locations of components and systems installed, locations of access points for maintenance purposes, etc A record of all fire compartmentation affected by the work.
12	Loft Space Information	Documentation relating to work undertaken in loft spaces
13	Cold Water Cistern Installation	Details
14	Photographs	“Before and after” the Tasks
		Timed and dated photographs of any “No-access” cards where relevant
15	Statutory Services	Locations

Information		Notes
16	Resident Handover Pack (for the new tenant)	Management of duplicate/ recurring information shall be agreed post award.
17	Other Repairs	Repairs seen that did not affect the Order or requested by the Resident that could not be undertaken during the visit
18	Other	Any other information relevant to the Order being undertaken
Failure to provide any of the above information to the satisfaction of the Client Representative will result in payment being withheld.		

45 Sequence/ Programme of Work

- 45.1 Where necessary/ and or appropriate and when requested by the Client Representative, the Service Provider shall provide a programme of work(s) together with the locations and manner in which it is intended to stock-pile materials and site plant and offices/ welfare facilities/ compounds and shall amend and update such programmes as necessary and when requested by the Client Representative.
- 45.2 The Client Representative may issue lists of addresses to receive work and the Service Provider shall, where instructed, schedule, specify and cost all work required including the provision of access equipment and/ or scaffolding.
- 45.3 The Client Representative may random inspect/ validate the Service Providers schedules of work, specifications and costs.
- 45.4 In preparing their programme, the Service Provider shall be deemed to have included for and co-ordinated the whole of an Order embraced in the Contract including the work of Local Authorities and Statutory Undertakings, whether engaged by them or engaged directly by the Client Representative.
- 45.5 The Service Provider shall arrange for and monitor a programme with each Specialist, supplier, and statutory undertaker and obtain and supply information as necessary for the co-ordination of the Order.
- 45.6 The Client Representative may agree to make interim payments for programmed replacement Orders.
- 45.7 The Client Representative will supply the Service Provider with adequate details of all Tasks to be carried out by others directly engaged by the Client where such Tasks are to be integrated with an Order issued under the Contract.
- 45.8 When issuing any programme, the Service Provider shall issue to the Client Representative a statement setting out the latest dates by which any drawings, instructions and information are required for the implementation of the programme.

46 Planned Work and Service Provider Designed Elements

- 46.1 The Service Provider shall at all times ensure that sufficient, competent, trained managers, supervisors, engineers/ trades persons and staff are available to deliver Planned Work or Component replacement Work.
- 46.2 An Order shall be issued electronically by the Client to the Service Provider for each and every Planned job or Designed Element.
- 46.3 Any variation to an Order shall be approved by the Client before commencing any work relating to the

variation.

- 46.4 A Variation Allowance is stipulated in the Price Framework, which shall be plus 10 percent, to a maximum of €100 each Order, if not stated elsewhere.
- 46.5 Any variation to an Order beyond this Variation Allowance shall be approved by the Client before commencing any work relating to the variation, which shall be confirmed electronically to the Service Provider.
- 46.6 Designated Client staff and levels of authority for agreeing variations shall be agreed post award.
- 46.7 The Client shall issue an updated Order electronically to the Service Provider for any variation.
- 46.8 For each and every Order it is vital that the Service Provider ensures all/ any information conditional on payment or as requested by the Client Representative is properly obtained and provided expediently using the shared electronic drive.
- 46.9 For each and every Order once information conditional on payment or as requested by the Client Representative has been satisfactorily provided by the Service Provider the Client shall confirm electronically to the Service Provider that the Order is complete.
- 46.10 The Service Provider may then issue an electronic invoice for each and every job, which shall be on a daily/ progressive basis.
- 46.11 For each and every Order it is important that the Service Provider ensures their invoice exactly matches the financial value of each completed Order.
- 46.12 Mismatched invoices will be automatically returned to the Service Provider to re-administer and re-issue.
- 46.13 An Order is required for each and every request for work. Payment will not be made for work undertaken without an Order.
- 46.14 Whilst complying with Order and variation requirements at all times, when undertaking Planned or Designed Element Orders, the Service Provider shall complete the Tasks that are needed to effect the work and not rely solely on scheduled items or Order descriptions.
- 46.15 Whilst complying with Order and variation requirements at all times, where other Planned or Designed Element Tasks of a similar nature and scope are identified by the Service Provider or requested by the Resident, this shall also be completed.
- 46.16 Where the Service Provider is of the opinion that a duplicate Order has been issued this shall be reported to the Client Representative. The Client Representative will decide if the Order is to be cancelled
- 46.17 A Designed Element is an Order or element of an Order to be designed and constructed by the Service Provider in accordance with the Contract e.g., a new or replacement kitchen installation, etc. This includes the interface and/ or integration of Designed Elements with other Designed Elements and/ or other elements of the Order.
- 46.18 The Client shall be given the opportunity to comment on Designed Element proposals before an Order commences on site.
- 46.19 The Service Provider shall remain liable for the sufficiency of design for all Designed Elements.
- 46.20 Before commencing on site, allowing sufficient time for the Client to provide comments and feedback and for the Service Provider to make subsequent amendments and re-submit proposals to the Client Representative, the Service Provider shall provide the Client Representative with properly referenced electronic copies of:
- The drawings, details and specifications of materials, goods and workmanship any other related documents prepared by or for the Service Provider in relation to any Designed Element

- Any calculations and information relating to any Designed Element as the Client may reasonably require for the purpose of explaining the design proposals
- The setting out dimensions the Service Provider uses for the purposes of carrying out and completing any Designed Element,

- 46.21 The Client Representative shall provide comments and/ or feedback on the Designed Element proposals.
- 46.22 If necessary, the Service Provider shall make adjustments and re-submit the Design Element proposals until the Client Representative confirms they have no further comments.
- 46.23 The Service Provider will not commence any Tasks relating to a Designed Element until the Client Representative confirms they have no further comments.
- 46.24 Unless and until the Client Representative confirms they have no further comments relating to a Designed Element the Client is not liable to pay for any Tasks executed by the Service Provider relating to the Designed Element.

47 Planned Work/ Component Replacement Service Provider Design – Service Approach

- 47.1 The following process shall be further developed and agreed with the Service Provider post award.

Visiting Occupied Homes:

- 47.2 When visiting occupied homes, the Service Providers, staff, engineers/ trades persons and Specialists shall:
- Send a message to confirm “we are on our way”, estimated time of arrival, the Engineers/ Trades Person’s name, the name of the company attending
 - Manage access in accordance with the process described elsewhere in this document
 - Politely make their presence known
 - Allow sufficient time for people to answer the door
 - Introduce themselves
 - Show their identity card
 - Explain the purpose of their visit and where they need to work
 - Ask the Resident if they (the trades person) needs to wear shoe protectors

Leaving Occupied Homes

- 47.3 When leaving occupied homes, the Service Providers, staff, engineers/ trades persons and Specialists shall always:
- Show and explain the Tasks undertaken to the Resident
 - Ask the Resident if they are happy with the service that has been provided
 - Confirm “next steps” follow-on Tasks/ the next day’s Tasks and time of arrival
 - Explain the reasons for any break in service and confirm why

Pre-Order Survey (not void homes)

- 47.4 The Client will survey, schedule and instruct each Order.
- 47.5 Once an Order is issued, and by appointment, visit each home and undertake a pre-order/ installation survey, the timing of which shall accommodate all lead-in times for ordering and delivering materials and components so that the Order will be completed by the target deadline for completion.
- 47.5.1 When making an appointment, advise the Resident that you need their input and agreement to a range of things related to the Order and establish whether the Resident will need family member or a friend with them during the visit.

- 47.5.2 Where this is required, establish whether the Resident needs assistance in contacting a family member or friend and contact them as necessary to arrange an appointment.
- 47.5.3 When making an appointment and the Service Provider feels the Resident will need support (and where a family member or friend cannot be identified), confirm the appointment and immediately advise the Client Representative.
- 47.5.4 When undertaking the Pre-Order Survey:
- Survey the work area
 - If necessary, inspect the electric supply consumer unit checking to ensure that the installation is in accordance with I.S. 10101:2020+A1:2024/AC2:2025; advise the Client Representative if not.
 - Properly establish the extent of asbestos removal required and comply with the asbestos management process.
 - Where asbestos containing materials are identified, whether licensed or unlicensed, check the Clients asbestos records and information and advise the Client Representative where information is incomplete, following which the Client shall arrange for asbestos surveys, sampling and testing.
 - Establish/ determine the scope of Tasks needed in relation to the Order given by the Client Representative
 - Identify other repairs that are in-scope and can be completed this visit, repairs needed to facilitate completion of this Order and other repairs that should be reported to the Client
 - Ask the Resident if there are any repairs they wish to report, which may be completed this visit if possible/ appropriate
 - Contact the scheduler/ planner if the scope of an Order needed significantly exceeds or is an inappropriate solution given the description on the Order
 - Record the Tasks needed
 - Take photographs of the entire work area
 - Undertake a Risk Assessment that specifically relates to the Order/ Tasks being undertaken – the mitigations for which shall be completed, subsequent to the visit if necessary
 - Identify any other repairs necessary to facilitate completion of the Order.
 - Identify any other repairs seen that do not affect the Order.
 - Properly establish with the Resident whether their personal circumstances mean that they will require adaptations to the Tasks e.g., solutions for people with hearing or visual impairments, limited mobility, dexterity, strength, reach or height and wheelchair users, etc and obtain a signature from the Resident agreeing to proposals.
 - Advise the Resident on:
 - ~ The need to move belongings, etc.
 - ~ The best method of minimising damage to decorations and obtain a signature from the Resident agreeing to the proposed method
 - ~ The best location for new components.
 - ~ The impact of the proposed Order/ Tasks on Residents floor finishes and obtain a signed, formal written disclaimer for matters beyond the Service Providers control e.g., disturbance or damage to laminate or foam backed flooring, etc.

Please note:

- Where the appropriate and necessary or properly signed Disclaimers are not obtained by the Service Provider from the Resident at the time of the Pre-installation Survey, the Service Provider will be liable in full for any claims subsequently made by the Resident
- The obtaining of Disclaimers does not absolve the Service Provider from claims of negligence by the Resident

Planned Work/ Component Replacement and NHF Schedule of Rate Standard Minute Values (SMV's)

- 47.6 Regardless of cost model, the Service Provider shall, for each Order, schedule the labour element SMV's relevant to each Order and submit this information to the Client at completion of each Order.
- 47.7 The schedule to be populated will be that issued and amended by the Client for the Order.
- 47.8 This requirement also applies to Specialists undertaking void work on behalf of the Service Provider.
- 47.9 This information shall be used by the Client to measure SMV scheduled cost against actual labour cost.

Clients Pre-Order Pack

- 47.10 Whilst allowing sufficient time for the Client to provide comments and feedback and for the Service Provider to make subsequent amendments and re-submit proposals to the Client Representative, provide the Client Representative with one electronic copy clearly indexed and referenced of:
- A summary of the proposed Tasks
 - The Service Providers Risk Assessment
 - Repairs necessary to facilitate completion of the Order.
 - Other repairs seen that do not affect the Order.
 - Drawings, details and specifications of materials, goods and workmanship any other related documents prepared by or for the Service Provider in relation to any Designed Element
 - Any/ all design calculations, reasonably required for the purpose of explaining the design proposals
 - Details of any non-standard Tasks required with a brief design statement confirming why the Tasks are needed
 - Photographs of the entire work area
 - The Service Providers Pre-installation survey sheet/ form, signed, printed and dated by the Service Providers representative undertaking the survey
 - Agreed locations and/ or layouts of key components, signed-off by the Resident
 - A formal written decorating audit of the affected area, signed-off by the Resident
 - Agreed approach to and responsibilities for moving possessions, flooring and a copy of any disclaimers signed-off by the Resident
 - Any lifestyle, wellbeing, vulnerability and property integrity concerns
 - The Service Providers proposed programme of work and start/ completion dates
 - The Service Providers price build-up for the proposed Tasks

During the Order

- 47.11 During an Order, the Service Providers, staff, engineers/ trades persons and Specialists shall continue to:
- Carry out the Tasks needed to complete the Order regardless of descriptions on an Orders
 - Advise the Resident on the need to move belongings, etc.
 - Give assistance where needed
 - Show and explain the Tasks being undertaken to the Resident
 - Properly separate the work area and safely manage materials, small tools and equipment
 - Protect the work area and Resident's floor, furniture, possessions etc.

- Maintain separation of the work area and the safe management of materials, small tools and equipment
- Maintain protection to the Residents home
- Ask the Resident if they are happy with the service that has been provided
- Confirm follow-on Tasks/ the next day's Tasks and time of arrival

Completion

- 47.12 At completion the Service Providers staff, engineers/ trades persons and Specialists shall:
- Remove protection
 - Clean the work area and other areas affected by the Order/ Tasks
 - Leave the work area safe
 - Take photographs of the Tasks undertaken and entire work area
 - Ensure the Tasks undertaken are accurately reflected in the Task record
 - Record any other repairs seen that did not affect the Order or requested by the Resident that could not be undertaken during the visit
 - Obtain the Residents signature and legibly printed name on the Task record sheet confirming that the Order has been completed
 - Make and confirm an appointment to suit the Resident, for follow-on Task, with the scheduler/ planner and ensure the Resident has received a message confirmation before leaving
 - Complete all records and update the IT system accordingly to show that the Task is complete (i.e., all Tasks needed are physically complete), or not if follow-on Tasks are required
 - If complete. send a message confirming "Your work has been completed" (which shall trigger release of a Customer Satisfaction Survey)
 - If not complete send a message confirming a follow-on appointment before leaving
 - Provide the Client with Measures information via the IT system

Resident Handover Process

- 47.13 At completion the Service Provider shall:
- Show and explain the Tasks undertaken to the Resident
 - Make any adjustments necessary to meet the Residents requirements/ needs
 - Provide instruction and a demonstration in the correct use of new components, systems or controls
 - Provide a Resident's Handover Pack comprising:
 - ~ User instructions
 - ~ Maintenance guidance
 - ~ Any key certificates
 - ~ Details of any component/ manufacturer warranties
- 47.14 The Service Provider shall also:
- Ask the Resident if they are happy with the service that has been provided
 - Ask the Resident if, in their opinion, the work that was necessary has been done
 - Obtain the Residents signature and legibly printed name on the Task record sheet confirming that the Order has been completed
 - Obtain a signature and printed name from the Resident confirming that they have received a demonstration, user instruction and a Resident's Handover Pack

Clients Handover Pack

- 47.15 On completion of an Order and strictly as a pre-condition to payment, the Service Provider shall provide the following to the Client at completion:

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Information		Notes
1	Full property Address	Including number, block number/ name and street name
2	The Clients unique property reference number	
3	Order Issue and Completion Date	
4	Point of Work/ Dynamic Risk Assessment	As competed and updated during the Order/ Tasks, to the sample specified by the Client (i.e., depending on the scope of an Order, a POWRA may not be needed for each Order).
5	Compliance Certificates – Commissioning and Benchmarking	A Commissioning and Benchmarking Certificate in a format agreed by the Client Representative including as relevant: • Electrical • Gas • Oil • Legionella
6	Compliance Certificates – Building Regulations	A Building Regulations Compliance Certificate
7	Building Energy Rating (BER)	Where relevant
8	Warranty/ Guarantee	Copy of any registered warranty or guarantee details
9	Schedule of Tasks Completed	A schedule of all Tasks completed, including repairs necessary to facilitate completion of an Order
10	Cost	The actual cost for the Tasks undertaken, in accordance with the Price Framework. Leaseholder and other “non-tenant” tenure costs shall be presented in an agreed format.
11	Task Details	Design record and “a-built” drawings, details and specifications of materials, goods and workmanship any other related documents prepared by or for the Service Provider in relation to any Designed Element; Any/ all design calculations, reasonably required for the purpose of explaining the design proposals The setting out dimensions the Service Provider used for the purposes of carrying out and completing any Designed Element; A record of all the locations of components and systems installed, locations of access points for maintenance purposes, etc A record of all fire compartmentation affected by the work.
12	Loft Space Information	Documentation relating to work undertaken in loft spaces
13	Cold Water Cistern Installation	Details
14	Photographs	“Before and after” the Tasks Timed and dated photographs of any “No-access”

Information		Notes
		cards where relevant
15	Statutory Services	Locations
16	Resident Handover Pack	With a copy of the “sign-off” by the Resident. Management of duplicate/ recurring information shall be agreed post award.
17	Resident Disclaimers	A copy of any disclaimers signed by the Resident
18	Other Repairs	Repairs seen that did not affect the Order or requested by the Resident that could not be undertaken during the visit
19	Concerns	Any lifestyle, wellbeing, vulnerability and property integrity concerns
20	Other	Any other information relevant to the Order being undertaken
Failure to provide any of the above information to the satisfaction of the Client Representative will result in payment being withheld.		

48 Order and Service Inspections

48.1 The Service Provider shall self-check and report on their Orders/ Tasks and approach to customer service at all times.

Pre-Order Inspections - Repairs

48.2 The Client Representative and/ or their surveyors will not normally pre-inspect repairs; therefore, Orders will generally describe the work required.

48.3 Where instructed by the Client Representative, the Service Provider shall undertake appointed pre-repair Order inspections.

48.4 Where instructed by the Client Representative, the Service Provider shall provide copies of all pre-repair Order inspection schedules to the Client.

Pre-Orders Inspections – Void/ Empty Homes

48.5 The Client will survey, schedule and instruct each Order during the four weeks Notice to Quit period of the existing tenancy.

48.6 Following this visit, the Service Provider shall provide a costed schedule of Tasks, delivery programme and timing to the Client Representative using the agreed IT Systems.

Pre-Order Inspections – Planned Work/ Component Replacement

48.7 The Client will survey, schedule and instruct each Order.

48.8 Pre-Order inspections/ survey for planned work shall be undertaken as described elsewhere in this document, the cost for which is deemed included in tendered rates

Post Order Inspections:

48.9 The Client Representative and the Service Provider shall develop and agree post Order inspection requirements post award, which will be reviewed from time to time.

48.10 The Service Provider shall post inspect all Orders/ Tasks in accordance with procedures agreed post award, ensuring at all times that completed work is defect free and fully complete.

- 48.11 It is envisaged that Service Providers staff will random inspect repairs, servicing and new Tasks.
- 48.12 The Client will random inspect all repair work, their target being to inspect 10%, which may comprise physical visits, telephone checks etc.
- 48.13 Void and planned work shall be 100% inspected by the Client. The Service Provider, having ensured their completed work is defect free and fully complete, shall give at least five working days notice to the Client of a handover meeting for each Order.
- 48.14 By exception only, the Client shall issue a Defects Schedule and confirm timescales for their rectification. The issuing of Defects Schedules and incidence of defects may be a performance indicator for the Contract.
- 48.15 The Client has provided resources to manage post order inspection process which will cover up to 10% of repairs Orders and 100% void and planned Orders.
- 48.16 The Client may increase the scope of repairs inspections without cost to the Service Provider provided it is not as a result of post Order inspection failures.
- 48.17 The Client reserves the right to recover costs from the Service Provider for repairs inspections above the levels stated above or as amended by agreement and the Service Provider shall note that poor performance may result in the Contract being terminated.

Live or Virtual Coaching Inspections:

- 48.18 The Client may, separately or jointly with the Service Provider, undertake live or virtual/ real-time inspections and walk throughs with tradespeople or staff to review the approach to work and compliance with the Service Approaches set out in the Term Brief.
- 48.19 Inspections will coach tradespeople and staff in their approach to undertaking work and the service being provided to Residents.
- 48.20 Constructive feedback will be 1:2:1, live on the day or shortly thereafter.
- 48.21 Learning may be used as generic subject matter for future Toolbox Talks and/ or wider coaching or changes to the approach being undertaken.
- 48.22 Live coaching inspections may include or be undertaken by Residents.

Estate Inspections:

- 48.23 Sites will be periodically inspected by the Client's staff, members and/ or Residents and/ or Tenant Inspectors.
- 48.24 The Service Provider may be invited by the Client to attend Site Walkabouts.
- 48.25 Any issues arising from such inspections shall be shared with the Service Provider who shall take whatever action is deemed necessary and reasonably required by the Client.
- 48.26 The Service Provider shall formally respond to the Client confirming actions taken and outcomes. A format for reporting inspection outcomes, and response times, etc shall be developed post award.

49 Safeguarding and Prevent Policies and Property Integrity

- 49.1 The Service Provider acknowledges that, given the nature of the Client's housing stock, a percentage of their Residents will be "vulnerable residents".
- 49.2 The Service Provider shall at all times have due regard to the Employer's statutory obligations in relation to the Criminal Justice (Terrorist Offences) Acts 2005 & 2015 and provide the Client with such information and assistance as it may reasonably require to satisfy those obligations arising from the Contract.
- 49.3 The Service Provider shall:
 - Ensure that all Service Provider Personnel engaged by it in the performance of the Contract are

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suitably vetted and where appropriate have a Garda check

- Appoint a member of the Service Providers Personnel to be their nominated Safeguarding Lead

- 49.4 The Service Provider shall ensure that its staff and engineer/ tradespeople and the staff and engineers/ tradespeople of its Specialists have full regard for all/ any "vulnerable residents" and do all they reasonably can (within the scope of their agreed roles and responsibilities) to meet their individual needs and requirements.
- 49.5 The Service Provider shall ensure that all/ any of its staff or engineers/ tradespeople and the staff and engineers/ tradespeople of its Specialists, when visiting site, have received a valid, up to date and satisfactory enhanced Garda check
- 49.6 The Service Providers staff, tradespeople and Specialists shall not access a home where the occupants are under or appear to be under the age of 18 years or where only vulnerable adults are present.
- 49.7 When visiting occupied homes, Service Provider's staff, engineers/ trades persons and Specialists shall be aware that they may encounter issues or concerns that should be discretely reported to the Client.
- 49.8 If something doesn't look or feel right, please advise the Client.
- 49.9 The Client will provide awareness training for the Service Provider in relation to issues that should be looked for and reported including for example:
- Visible domestic abuse
 - Over-crowding
 - No water, gas or electric
 - Lots of "red"/ demand letters
 - Specific communication needs, e.g., Residents who are deaf or partially sighted
 - Young people who are "head of the household"
 - Concerns about the general integrity of the property
- 49.10 The Service Provider shall report all incidents, allegations, and circumstances in which the Service Provider or the Service Providers Personnel have a suspicion, receive an allegation or have witnessed (acting reasonably) that the Safeguarding Duty has been breached
- 49.11 The Service Provider shall assist in the collection of Resident Profile information which will be used to improve services and direct them to those who need them.
- 49.12 Any information or data issued to the Service Provider relating to lifestyles, wellbeing, etc shall be treated as Personal Information and managed in accordance with the General Data Protection Regulation and confidentiality requirements of the Contract.

50 Damage to Decorations

- 50.1 Any damage to decorations found by the Client Representative to be due to careless working or negligence shall be made good by the Service Provider to the Resident's satisfaction at no cost to the Client.

51 Residents Floor Coverings

- 51.1 Residents are responsible for lifting, storing and re-fitting all carpets and floor finishes, including carpet, vinyl and laminated flooring, before an Order commences.
- 51.2 However, by exception only and following Client Representative instruction where floor coverings have not been lifted/ moved, the Service Provider shall do so, subject to the use of a disclaimer process which shall be agreed post-award.

52 Task Completion

- 52.1 Task completions shall be for properly completed Orders only.

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- 52.2 When all Tasks relating to an Order has been properly and physically completed and Health and Safety, Instruction and Handover Packs provided to the satisfaction of the Client Representative, the Service Provider shall update the IT system accordingly.
- 52.3 All Tasks relating to an Order will be fully updated by the Service Provider on completion using the IT system.
- 52.4 Any cancelled Tasks shall also be recorded by the Service Provider on the IT system.
- 52.5 The Client Representative shall confirm completion of an Order using the IT system.

53 Progress and Performance Meetings and Workshops

- 53.1 Meetings, workshops, training events, toolbox talks, etc, may, subject to Client agreement be real or virtual.
- 53.2 Meetings, workshops, training events, toolbox talks, etc held by the Client and Service Provider, jointly or separately, in relation to the Contract shall be held either in the Clients or Service Providers or alternative offices/ locations, at no cost to the Contract.
- 53.3 Meetings or other events that will incur cost to the Contract shall be approved by the Client before any cost is committed and arrangements made.
- 53.4 Attend weekly Operational meetings; a weekly review by key operational team members to review service data, issues, performance, trends, etc. This meeting shall be held together or virtually and will focus on agreed information produced by the team.
- 53.5 Attend regular Core Group (monthly initially) and other progress and performance review meetings that will be held at least monthly and/ or by exception with the Client Representative, representatives from the Client and possibly Resident Groups, and which may be held outside normal working hours.
- 53.6 The structure, timing and operation of meetings shall be developed and agreed with the Service Provider post award.
- 53.7 The Service Provider shall attend the following meetings where requested by the Client Representative:
- Core Group meetings
 - Operational progress meetings
 - Learning sessions
 - Resident meetings and coffee mornings, including meetings with the Client's Tenant and Leaseholder meetings
 - Workshops including value, risk, team, process, performance and other types of workshop
 - Any other meeting reasonably requested by the Client Representative

Please Note: Meetings may be held outside normal working hours.

54 Notices and Reporting

- 54.1 The Service Provider shall lead on managing all data and information for the Contract. This shall include the provision of electronic notices and reports and access to the Service Providers IT system as necessary.
- 54.2 The Client Representative and Service Provider shall develop and agree the format of reports and notices required and frequency of issue for the Contract post award.
- 54.3 The Client and the Service Provider shall develop and agree all necessary daily, weekly and monthly reporting procedures post award and will include for example, requirements for:
- Tasks and Orders raised and completed (rolling 7-day updates issued daily)
 - Out of hours calls and attendances
 - Appointments made and kept
 - Productivity records
 - Sickness records

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- Variations and change
- Access records
- Progress records
- Performance measures
- Repairs logs, etc
- Order/ Task completions
- Final accounts
- Training records

54.4 Records, reports, data and information required for meetings shall be issued at least 48 hours in advance including for example:

Monthly financial information

Average cost per responsive repair
Average cost per void work
Cost of outstanding Work In Progress (WIP)
Budgetary control: proportion of profiled spend (responsive repairs)
Budgetary control: proportion of profiled spend (void works)
Percentage spend of cost model all works

Monthly operational information

Quality of Service
Customer satisfaction with the repairs service
Customer satisfaction that the repair was completed right the first time
Number of defects / customer complaints

Business processes: Flexibility <i>(to adapt to changing volumes, customer requirements etc)</i>
Number of repairs completed in month analysed by emergency and non-emergency
Average length of time (hours/days) taken to complete repairs analysed by emergency and non-emergency repairs
Volume of works in WIP, by category i.e. responsive, voids, planned, cyclical, showing those that are in date and those passed their target date
Percentage of repairs completed at first visit
Appointments kept as a percentage of appointments made
Average number of days to complete standard void repairs

Business processes: Resource Utilisation <i>(percentage of available capacity (labour resources) that is being used)</i>
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Responsive repairs & Voids: labour resource utilisation (= chargeable time on repairs/available working time)
Percentage of abandoned visits / cancelled jobs
Void works SMV vs actual time

- 54.5 All records relating to individual properties shall contain the following minimum property information:
- The Clients unique property asset reference
 - Full property address including number, block number/ name and street name
 - The Residents or owners (not the occupiers) full name
- 54.6 Additionally, each Order/ Task record shall be signed by the engineer/ trade's person undertaking the Order with their name legibly printed alongside their signature and where possible/ practicable the Resident (who shall sign to confirm attendance).
- 54.7 With respect to financial reporting, the Service Provider shall, in conjunction with the Client be responsible for ensuring that:
- All data and information necessary to generate financial and other performance against measures is input to the Clients IT system
 - Data is clean and accurate at all times
 - Data is collected and uploaded "real-time" on a progressive basis
 - Accurate, up to date Financial and Performance Reports and snap-shot reports can be generated at any time by an authorised person
 - The IT system is configured to produce Financial and Performance Reports in the agreed format and frequency to all agreed persons at the same time
- 54.8 Financial Reporting shall continually:
- Assist decision making by providing accurate management information
 - Provide consistent and up to date reporting for all levels of the Contract relationship
- 54.9 The Client may provide typical document layouts and formats to inform document development post award.

55 Continuous Improvement Plans

- 55.1 The Client actively encourages the Service Provider and their staff to engage with the Client to advise them of potential efficiency and improvement savings that could be made for the Client and Residents.
- 55.2 Where requested by the Client Representative, the Service Provider shall work with the Client Representative to develop and agree Continuous Improvement plans.
- 55.3 Where implemented, plans shall deliver year on year demonstrable cashable and non-cashable benefits.

56 Warranties and Guarantees

- 56.1 The Client Representative shall provide details of known existing warranties or guarantees.
- 56.2 Before starting an Order/ Tasks, the Service Provider shall establish as necessary, the extent of any existing warranties or guarantees and the impact on an Order.
- 56.3 Warranties and guarantees shall be vested in the Client, recorded on the IT system by the Service Provider along with copies of clearly referenced certificates and agreements.
- 56.4 The Service Provider shall be responsible for ensuring that product and component warranties and guarantees are maintained and not affected by their repair Orders.

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- 56.5 The Service Provider shall ensure that the Client is not charged for in-scope warranty or guarantee repairs.

57 Managing Complaints and Claims

- 57.1 The Client recognises that in the right circumstances, formally registering Resident feedback as a complaint or claim and then professionally managing and following it up is good practice, demonstrates customer focus and service and creates an opportunity for learning and service improvement.
- 57.2 The Client shall register and manage all complaints and claims relating to the Contract on the IT system in accordance with the Clients' Policy. **Appendix 17 – Tenant and Service User Complaints Policy.**
- 57.3 The Service Provider shall investigate all complaints and claims and shall draft responses to them.
- 57.4 Draft responses shall be signed-off by the Client before being issued by the Service Provider.
- 57.5 The Service Provider shall provide a monthly update report to the Client detailing complaints and claims received, timely response, a summary of the outcome and learning/ changes the Service Provider has made to improve service.

58 Extensions of Time

- 58.1 The Client Representative will not grant extensions of time for Emergency Repairs, Urgent Repairs or Void Work.
- 58.2 Where the agreed target date for a Routine Order or Large Repair is likely to be exceeded, an extension of time shall be requested by the Service Provider.

59 Retentions

- 59.1 Not applicable

60 General Damages

- 60.1 The Client may apply the following remedies for failure to undertake any Task or delay in any Task Completion:
- Failure to undertake any Task includes failure to comply with the obligation to rectify defects
 - The rights and remedies set out in this section are without prejudice to any rights and remedies the Client may have under statute, in tort, for breach of contract or otherwise
- 60.2 The Client may apply the following remedies for failure to undertake any Task or delay in any Task Completion:

Failure to undertake any Task or instruction:

- 60.3 The Client shall, at their discretion, be entitled to recover:
- (a) An amount equal to any compensation the Client pays a Resident in accordance with the Client's Resident compensation policies
 - (b) Its own costs incurred
- as a result of the Service Provider's failure to undertake any Task.
- 60.4 The Client may employ others to execute a Task or remedy any defects and all additional costs incurred as a result of doing so over and above the relevant Task Price may be deducted by the Client from any monies due or to become due to the Service Provider under the Contract or otherwise shall

be recoverable from the Service Provider by the Client as a debt.

60.5 The Client may employ others to complete an instruction.

Delay in any Task Completion

60.6 The Client shall be entitled to recover:

- (a) An amount equal to any compensation the Client pays a Resident in accordance with the Client's Resident compensation policies
 - (b) Its own costs incurred
- as a result of delay in any Task Completion; and

60.7 The Client may employ others to complete an instruction.

61 Defects Liability Period

- 61.1 The defects liability period shall be 12 months from the date of each Order.
- 61.2 Where products have guarantees and/ or warranties of greater than 12 months, the Service Provider shall manage the remedy of any defects arising during such periods.
- 61.3 Recall jobs shall be reviewed and analysed jointly on a monthly basis.
- 61.4 Root trends/ cause and learning shall be identified, and remedies agreed along with which aspects of a Recall shall be paid for by the Client.
- 61.5 Recalls shall be recorded on the IT system as a "Recall Order".
- 61.6 The Service Provider shall provide a monthly update report to the Client detailing all Recalls and defects reported and being managed, with a progress update and once completed a summary of the outcome and learning/ changes the Service Provider has made.
- 61.7 Processes for reconciling and the Client Representative approving Recall costs will be agreed post-award.

62 Handover of Key Data and information at Termination or Expiry of the Contract

- 62.1 Within one Calendar month of termination or expiry of the Contract, the Service Provider shall, at no cost to the Client and with all reasonable assistance that the Client may require.
 - Deliver to the Client all data, information, reports, schedules and other documents prepared by the Service Provider in connection with the Contract.
 - Deliver copies of all/ any data and information held on any computerised database or digital store on a transportable computer storage device as specified by the Client.
- 62.2 The Client shall confirm they have received and can access all digital information within 14 calendar days, following which the Service provider shall confirm in writing that any data held on any computer or digital storage medium by the Service Provider has been erased.
- 62.3 The Service Provider may retain copies of any document which the Service Provider is required to retain by operation of law, statute or any regulation.
- 62.4 The Service Provider shall co-operate fully with the Client during the period leading to termination or expiry of the Contract, which may transfer to the Service Provider, back to the Client or to a new Service Provider and which may be concurrent with the existing Contract.
- 62.5 This co-operation shall extend to full access to all documents, reports, summaries and any other information provided as part of the Contract and as requested by the Client representative.
- 62.6 Handover of responsibility for facilities made available to the Service Provider shall be the subject of a mutually agreed inventory between the Client and Service Provider at the time of handover.

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- 62.7 Any special equipment purchased for use on the Contract which has been paid for by the Client shall remain the Client's property and shall either be returned to the Client or handed over to any new Service Provider at the request of the Client.
- 62.8 The Service Provider shall take all reasonable steps to ensure that the handover of operations causes the least possible disruption to the Client and Residents, and that handover is completed in the shortest possible time.
- 62.9 The Service Provider shall use reasonable endeavours to co-operate with the Client to ensure that the transfer of the Contract is as smooth and trouble free as practicable and shall if requested by the Client continue to carry out Tasks on negotiated terms and charges pending such transfer and/or provide training to the Client's employees, or to a Client nominated agent as necessary to enable the Client or its nominated agent to continue to carry out the Tasks.
- 62.10 The Service Provider shall assign or transfer that the benefit of all/ any warranties and guarantees to the new Service Provider.

63 TUPE and Pension Requirements

- 63.1 **Not applicable**