



3 Specification

Contract Reference

T00215CS

Contract Title

**South West Consultants Framework
2017-2021**

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1 Overall Scope and Nature of the Requirement

The Framework is being set up to provide a full project management & design team service, to support property and construction projects, covering the Core Disciplines outlined in RIBA 2013 Plan of Works, to progress through the Royal Institute of British Architects (RIBA) “Plan of Work; Multi-Disciplinary Services” Work Stages 0 - 7 when delivering new build schemes, regeneration and major programmes of work. In addition, this Framework can be used to procure any other additional related services.

The key drivers of this Framework structure are the support of SMEs and the Localism Agenda. In addition it is important to be able to ensure that the services commissioned from this Framework support and improve the economic, social and environmental well-being of the area.

1.1 The Core Disciplines as outlined in the RIBA 2013 Plan of Works are:

- a. Project Manager
- b. Architect
- c. Cost Consultant (Quantity Surveying)
- d. Lead Designer
- e. Principal Designer (replacing Health & Safety Adviser/CDM Co-Coordinator)
- f. Building Services Engineer
- g. Civil & Structural Engineer
- h. Supervising Officer

1.2 The Non-core Disciplines to support project delivery requirements include, but are not limited to:

- a. Access Surveying (Disability Discrimination Act)
- b. Acoustic Engineering
- c. Asbestos Surveying
- d. Building Surveying
- e. Clerk of works (Supervisor role – NEC)
- f. Conservation Architecture
- g. Counter Terrorism Advice / Design
- h. Fire & Sprinkler Engineering Services
- i. General IT / Design
- j. Security Advice
- k. Health & Safety Advice
- l. Historical Buildings Architecture
- m. Interior Design
- n. Land Surveying
- o. Landscape Architecture
- p. M&E Engineer

1.3 Example types of construction projects which can be delivered via the Framework Agreement:

- a. Refurbishment exercises
- b. Programmes of Work
- c. Regeneration Projects
- d. New Build Projects
- e. Alteration/Extension Projects

- f. Relocation exercises
- g. Ancillary construction projects connected to main construction contracts, i.e. roads, bridges, etc.

1.4 The types of construction related project services which can be provided under the Framework include, but are not limited to:

- Alteration/Extension Projects
- Ancillary Services
- Appointment of or advising on adjudications, arbitration or litigation
- Archaeological surveys
- Asset Management/Care & Maintenance
- Auditoria
- AV/Media Consultancy
- Blast Protection
- BREEAM Assessments & Reporting
- Building Control Fees
- Building search, Building Surveys, Due Diligence surveys
- Business Case
- Change Management
- Construction management
- Contractor Procurement
- Cost planning / budgeting / estimating
- Demolitions
- Ecology
- Educational Advisor
- Electrical Service Surveys & Advice
- Environmental Services Planning & Advice
- Fire Risk Assessments/Inspections/Advice and Certification
- Furniture Specification and Procurement
- Geotechnical, Contamination and other site investigations, surveys and reports
- Highways / Transport Assessments
- ICT Consultant
- Independent Client Advisor
- International Standards compliance
- Lift Inspections & Advice
- Mechanical Services Advice
- Models / 3D computer rendered images / Building Information Modelling
- Multi-disciplinary design and engineering
- New Build Projects
- Option appraisal on potential new Construction or Property related projects
- Other Statutory Fees and Charges
- Party Wall Surveyor
- Planning
- Procurement Strategy
- Programme Management
- Programme of Works
- Project Auditing
- Project Management & Full Design Team Services
- Public Consultations
- Refurbishment exercises

- Regeneration Projects
- Relocation exercises
- Relocation Services
- Security
- Seismic Services
- Site Project Management
- Sustainability Consultant
- Technical Authoring
- Topographical Surveys
- Urban Design, Master planning, Site Analysis
- Utility Inspections, Advice and Compliance

1.5 Framework Scope of Services for the Core Disciplines

A standard Scope of Services has been developed for each Core Discipline and is attached as an Appendix. The standard scopes are linked to the ~~Insurance and Limited Liability Table and the Meetings Schedule Table~~ which ~~are is~~ also attached as an Appendix. The User is required to provide their own scope of services for the Non-core Disciplines.

The User can provide an alternative scope of services, through a further competition, for a Core Discipline if required. For instance this is usually due to the requirement being for specialist technical services, the project being very specialist or because the requirement does not fit the RIBA work plans.

1.6 The Framework has been divided into Lots:

1.6.1 Lot A

This Lot is for projects with an Estimated Construction Value of the EU Spend Threshold or above. The Lot will be awarded to eight Lead Consultants. Each Lead Consultant, utilising their consortium, in house team or their supply chain will provide access to a one-stop shop consultancy solution, whereby the User contracts directly with the Lead Consultant to provide one or more Core and Non-core Disciplines.

Where applicable, a Lead Consultant's Supply Chain can be added to at any point during the term of the Framework. A request must be submitted to the Framework Manager by submitting a signed Supply Chain Amendment form.

It is for the Lead Consultant to select and put forward the most appropriate sub consultant during the further competition process.

See the Information document under Section 1.4 Framework Structure for further information.

1.6.2 Lot B

This Lot is for projects with an Estimated Construction Value of below the EU Spend Threshold. In support of the SME and Localism Agenda this Lot has been sub-divided by geographical regions. Each geographical region has then been further sub-divided into a Multi-Disciplinary Team sub-lot and also by an individual Core Discipline or group of Core Disciplines. Each sub-lot will be awarded to six Lead Consultants. Each Lead Consultant, utilising their consortium, in house team, or their supply chain will provide access to a consultancy solution for either specific Core Disciplines or a one stop consultancy solution through a Multi-Disciplinary Team depending on which sub-lot is utilised.

A User will select the Geographical region based upon where the project is being delivered. More

than one Geographical region can be selected where this can be justified.

A User will select the sub-lot within the Geographical region based upon which one best matches their requirements.

For the Multi-disciplinary sub-lot for each Geographical Region, the User contracts directly with the Lead Consultant who is providing the Core and or Non-core Discipline(s), even when the Lead Consultant provides a Core and or Non-core Discipline through the use of their Supply Chain sub-consultant. It is for the Lead Consultant to select and put forward the most appropriate sub-consultant for each Call-off process.

For all other sub-lots, excluding the Multi-disciplinary sub-lot, the User will contract directly with the Consultant providing the Core Discipline(s).

Where applicable, a Consultant's Supply Chain can be added to at any point during the term of the Framework. A request must be submitted to the Framework Manager by submitting a signed Supply Chain Amendment form.

See the Information document under Section 1.4 Framework Structure for further information.

2 Specific Requirements

2.1 Procurement Routes

The projects will be delivered under the following procurement routes:

2.1.1 Design and Build (Single and Two Stage, with and without Novation)

The Applicant will be required to provide the Disciplines they have been Contracted for from Gateway 1 through to completion of the project. It is expected that output specifications will be prepared on the basis of designs completed to RIBA Plan of work stage 3 – Developed Design.

The User's design team can be Novated, if agreed. The design by a User's design team under this Framework will cease by the point at which the project reaches RIBA Work Stage 3 – Developed Design if no transfer is agreed.

NOTE: It should be noted, however, that the Applicant may be required to accept Novation to the D&B contractor under the terms of subsequent further competitions for specific projects. The terms and conditions of such novations will be defined in the further competition documentation.

Within Single Stage Design and Build (D&B) option, call-off contract bidders should assume that the Employers Requirement Document will be issued to the D&B contractors leading to a lump sum contract between the Employer and the selected D&B contractor.

Within the Two Stage Design and Build option, bidders should assume that the first stage tender is based on responses from the D&B contractors in the form of construction programme, method statements, preliminaries pricing, overheads and profit and possibly certain key work packages prices.

From this process a preferred D&B contractor will be selected.

The second stage will follow completion of the first stage and will use a negotiated process to arrive at an agreed lump sum contract (i.e. not cost reimbursable) inclusive of design development by the D&B contractor from the RIBA Work Stage 3 design (as prepared by the Client design team)

and the agreement of works packages based sub-contractor tenders.

2.1.2 Traditional

Traditional procurement will generally only be adopted when the circumstances of a project indicate a clear Value for Money (VFM) benefit in doing so.

The Service Provider will be required to provide the Disciplines they have been contracted for, from Gateway 1 through to completion of the project (completion as defined by the Client specification during further competition). The services required of the Service Provider will generally correspond with the full range of activity schedules within the RIBA “Plan of Work; Multi-Disciplinary Services” Part 1, The Model Plan.

2.2 Additional Related Services

Where a Non-core Discipline is required, the Contractor must allow for all work necessary for the delivery of the project including but not limited to the following:

- a. Specific outputs defined by the Client within the specification at further competition;
- b. Contractor specified outputs;
- c. Compliance with all Clients policies in the development of the design and other outputs;
- d. Stakeholder consultations and approvals e.g. planning authorities, building control, fire authorities, facilities management, site security and Client representatives, and any other consultations and approvals as required by the Client specification at further competition;
- e. All disciplines to be represented at relevant meetings, site visits, workshops and discussions – relevant as agreed with the Client at point of call-off;
- f. Preparing all necessary project documentation including agendas, minutes of meetings, formal contract correspondence, appointment documentation and obtaining specialist fee quotations;
- g. Providing resource input into Contract management requirements e.g. attending Contract/ supply chain meetings, workshops, away days and other events organised by the Client;
- h. The Contractor will be responsible for managing and maintaining the relationship with the Client through the Contract including providing feedback on potential improvements that could be implemented and integrated into the project deliverables at agreed intervals;
- i. The fees submitted by the Contractor are deemed to include all necessary services.

3 General Requirements

3.1 BIM Level 2

The Service Provider will support wider Client requirements for delivery against the Government Soft Landings (GSL) policy and achieving Building Information Modelling (BIM) levels through project delivery. This will be in line with any existing or expected mandate set by government

department or wider public sector organisation (Mandate GSL with BIM in 2016 for all Central Government Department projects).

<http://www.bimtaskgroup.org/gsl-policy-2/>

<http://www.bimtaskgroup.org/government-soft-landings-videos/>

www.cic.org.uk

3.2 Social Value

It is important that Lead Consultants on the Framework support and improve the economic and social well-being of the area, be it through how the Contracts are delivered and as an employer themselves.

4 Contractor Requirements

Consultants must:

- a. Provide and maintain personnel with appropriate qualifications and experience in the relevant professional disciplines and specialist areas;
- b. Provide and maintain personnel with adequate knowledge of health and safety legislation and good practice, environmental and security issues which are relevant to the projects covered by the framework;
- c. Ensure that the services, projects and programmes of work are progressed and delivered within the agreed fees and approvals;
- d. Ensure that the services, projects and programmes of work are progressed and delivered within the required timescales. Ensure that the work complies with the specification and meets appropriate professional, technical, quality, safety and environmental standards and current Government education and social care standards and guidelines;
- e. Ensure that the work complies with Contracting Authorities' policies and procedures;
- f. Demonstrate the ability to effectively review service delivery in order to continually improve performance;
- g. Demonstrate the commitment to help raise standards and promote best practice.

Service Providers employed under the Framework may often have to work with other Service Providers. In these situations, all Service Providers will be expected to demonstrate their team working skills and commitment to partnering and collaborative working to ensure mutual benefits and the most successful outcome for the Client.

5 Framework Pricing Requirements

The pricing schedule for this Framework has been split into New Build and Refurbishment and is then based upon the Core Discipline Scope of Services for each of the following procurement routes:

- a. Traditional;

- b. Design and Build One Stage;
- c. Design and Build Two Stage with Novation;
- d. Design and Build Two Stage without Novation.

In addition, time charge rates have been included for each Core Discipline which can be used as a basis for agreeing fees for ad hoc support, additional requirements and feasibility studies.

All % rates will be based upon the Estimated Construction Value. This fee will remain firm unless the approved Construction Cost differs by more than 10%. In this instance the % rate will be adjusted in order to be based upon this approved Construction cost. This fee will then remain firm irrespective of project cost increases or prolongation unless they are the direct consequence of actions or variations required by the User, in which case additional fees may be negotiated on the basis of the tendered rates or, where none are applicable, on a fair and reasonable basis.

Statutory Fees - The User will pay all fees in respect of applications under Planning, Building Regulations and other statutory requirements.

All expenses including, but not limited to, those listed below shall be deemed to be included within the Consultant's submitted fee bid entered in the Pricing Schedule:

- a. All travel expenses and subsistence;
- b. The provision of technical staff and staff engaged in secretarial, accountancy, administrative or other supporting duties including basic salary and any additional payments or benefits and social costs such as insurances or pension payments;
- c. Overheads and profit (general overheads and profit, offices expenses (including rental and heating), non-recoverable staff time and administrative staff who are not chargeable);
- d. Postage, delivery of documents, telephone calls and similar incidental expenses;
- e. All necessary disbursements, including reasonable number of paper copies of all reports and drawings for statutory approvals, tender purposes, contract documentation, contract requirements, the Authority's records and circulation to other disciplines within the Consultant's team.

5.1 Time Charge Rates

All rates shall be based upon an 8 hour working day, which excludes lunch and travel and includes all expenses and disbursements.

The rates are intended to be used for specialist services that are outside the scope of services for the core disciplines. The specialist services cover surveys and reports, advice at feasibility and concept design stages, provision of design and specification for equipment or other items of work within their specialism and site visits during construction as necessary.

5.2 Lot A Framework Pricing Requirements

The Pricing Submission must be completed in full for all the Core Disciplines. There is only one fee per fee band, per discipline available for each Lead Consultant and this is the pricing that will apply to all of the Lead Consultant's supply chain members for this Discipline, where applicable. Differing fees for each Supply Chain member is not available.

There is no option for Direct Award under this Lot. The Framework pricing is to be used as a basis for pricing a Further Competition. It is appreciated that the pricing will be adjusted for complex projects where the Core Discipline Scope of Services does not fit and an alternative or adjusted scope needs to be used.

Where BIM Level 2 is required for a project, this will be classified as an Additional Service and will be added to the appropriate Scope of Services for the particular Further Competition process.

5.3 Lot B Framework Pricing Requirements

There is a separate Pricing Submission for each Sub-lot and must be completed in full for each sub-lot being applied for.

There is only one fee per fee band, per discipline available for each Lead Consultant and is the pricing that will apply to all of the Lead Consultant's supply chain members for this Discipline, where applicable. Differing fees for each Supply Chain member is not available.

The pricing is to be used for Direct Awards and is to be used as a basis for pricing a Further Competition. It is appreciated that the pricing will be adjusted for complex projects where the Core Discipline Scope of Services does not fit and an alternative or adjusted scope needs to be used.

6 Framework and Performance Review Requirements

Details of Framework performance review requirements can be found in the Framework Agreement.

7 Further Services Offered

The Applicant will be expected to suggest as part of its response to the Evaluation Questions any additional products or services that they may be able to offer as part of this Contract or any other added value that their offer might be able to bring to the Authority. Applicants are expected to build any such offers into their submissions regardless of whether specific questions are asked along these lines or not.

8 Awarding the Contract on Behalf of Other Contracting Authorities

The Authority is purchasing on behalf of other contracting authorities: Yes

The Authority wishes to establish a Framework Agreement for use by the following UK public sector bodies (and any future successors to these organisations):

- Central Government Departments, Local Government and Public Corporations that can be accessed at the Public Sector Classification Guide:
<http://www.ons.gov.uk/ons/search/index.html?pageSize=50&sortBy=none&sortDirection=none&newquery=Public+Sector+Classification+Guide>
- Local Authorities (England and Wales):

<http://www.idea.gov.uk/idk/org/la-data.do>

www.ubico.co.uk

- Non Departmental Public Bodies (NDPBs):
<https://www.gov.uk/government/organisations>
- National Parks Authorities:
<http://www.nationalparks.gov.uk/>
- Educational Establishments in England and Wales, maintained by the Department for Education including Schools, Universities and Colleges but not Independent Schools:
<http://www.education.gov.uk/edubase/home.xhtml>
- Police Forces in the United Kingdom:
<https://www.police.uk/contact/force-websites/>
- Police Forces and Special Police Forces in the United Kingdom, and/or Police and Crime Commissioners (as defined by the Police Reform and Social Responsibility Act 2011) and/or the Police Authorities (as defined in the Police Act 1964, Police Act 1996, Serious Organised Crime and Police Act 2005, Police and Justice Act 2006, Police, Public Order and Criminal Justice (Scotland) Act 2006), and other relevant legislation for the constituent parts of the United Kingdom, for their respective rights and interests.
- Fire and Rescue Services in the United Kingdom:
<http://www.fireservice.co.uk/information/ukfrs>
<http://www.nifrs.org/areas-districts/>
<http://www.firescotland.gov.uk/your-area.aspx>
- NHS Bodies England:
<http://www.nhs.uk/ServiceDirectories/Pages/AcuteTrustListing.aspx>
<http://www.nhs.uk/ServiceDirectories/Pages/CCGListing.aspx>
<http://www.nhs.uk/ServiceDirectories/Pages/MentalHealthTrustListing.aspx>
<http://www.nhs.uk/ServiceDirectories/Pages/CareTrustListing.aspx>
<http://www.nhs.uk/ServiceDirectories/Pages/AreaTeamListing.aspx>
<http://www.nhs.uk/ServiceDirectories/Pages/SpecialHealthAuthorityListing.aspx>
<http://www.nhs.uk/ServiceDirectories/Pages/OtherListing.aspx>
- Hospices in the UK:
[http://www.helpthehospices.org.uk/about-hospice-care/find-a-hospice/uk-hospice-and-palliative care-services](http://www.helpthehospices.org.uk/about-hospice-care/find-a-hospice/uk-hospice-and-palliative-care-services)
- Registered Social Landlords (Housing Associations):
<https://www.gov.uk/government/publications/current-registered-providers-of-social-housing>
- Third Sector and Charities in the United Kingdom:
<http://www.charitycommission.gov.uk/find-charities/>

<http://www.oscr.org.uk/search-charity-register/>

<https://www.charitycommissionni.org.uk/ShowCharity/RegisterOfCharities/RegisterHomePage.aspx>

- Citizens Advice in the United Kingdom:

<http://www.citizensadvice.org.uk/index/getadvice.htm>

www.cas.org.uk

<http://www.citizensadvice.co.uk/>

- Scottish Public Bodies:

The framework agreement will be available for use by any Scottish Public Sector Body: the Authority; Scottish Non-Departmental Public Bodies; offices in the Scottish Administration which are not ministerial offices; cross-border public authorities within the meaning of section 88(5) of the Scotland Act 1998; the Scotland Office; the Scottish Parliamentary Corporate Body; councils constituted under section 2 of the Local Government etc. (Scotland) Act 1994 (except where they are acting in their capacity as educational authority); Scottish joint fire boards or joint fire and rescue boards; Scottish joint police boards or any successor National Police or Fire Authority; Scottish National Park authorities, bodies registered as social landlords under the Housing (Scotland) Act 2001, Scottish health boards or special health boards, Student Loans Company Limited, Northern Lighthouse Board, further or higher education institutions being fundable bodies within the meaning of section 6 of the Further and Higher Education (Scotland) Act 2005 any public body established by or under the Scotland Act 1998 or any Act of the Scottish Parliament, any association of or formed by one or more of the foregoing, bodies financed wholly or mainly by one or more of the foregoing, bodies subject to management supervision by one or more of the foregoing and bodies more than half of the board of directors or members of which, or, in the case of a group of individuals, more than half of those individuals, being appointed by one or more of the foregoing.

- Scottish Government:

<http://www.gov.scot>

- Scottish Parliament:

<http://www.scottish.parliament.uk/abouttheparliament/27110.aspx>

- Scottish Local Authorities:

<http://www.scotland-excel.org.uk/home/AboutUs/OurMembers/AssociateMembers.aspx>

<http://www.gov.scot/About/Government/councils>

- Scottish Agencies, NDPBs:

<http://www.gov.scot/Topics/Government/public-bodies/about/Bodies>

- Scottish NHS Bodies:

<http://www.gov.scot/Topics/Health/NHS-Workforce/NHS-Boards>

<http://www.show.scot.nhs.uk/organisations/>

- Scottish Further and Higher Education Bodies:

<http://www.universities-scotland.ac.uk/index.php?page=members>

<http://www.collegesscotland.ac.uk/member-colleges.html>

http://www.sfc.ac.uk/aboutus/council_funded_institutions/WhoWeFundColleges.aspx

- Scottish Police:

<http://www.scotland.police.uk/your-community/>

- Scottish Housing Associations:

http://www.sfha.co.uk/component/option,com_membersdir/Itemid,149/view,membersdir/

- The Scotland Office:

<https://www.gov.uk/government/organisations/scotland-office>

- Registered Social Landlords (Housing Associations) — Scotland:

http://www.esystems.scottishhousingregulator.gov.uk/register/reg_pub_dsp.search

- Scottish Primary Schools:

<http://www.educationscotland.gov.uk/parentzone/myschool/findaschool/index.asp>

- Scottish Secondary Schools:

<http://www.educationscotland.gov.uk/parentzone/myschool/findaschool/index.asp>

- Scottish Special Schools:

<http://www.educationscotland.gov.uk/parentzone/myschool/findaschool/index.asp>

- Welsh Public Bodies:

National Assembly for Wales, Welsh Assembly Government and Welsh Local Authorities, and all bodies covered by:

<http://www.assembly.wales/en/Pages/Home.aspx>

<http://gov.wales>

- NHS Wales:

<http://www.wales.nhs.uk/ourservices/directory>

- Housing Associations — Registered Social Landlords Wales:

<http://gov.wales/topics/housing-and-regeneration/publications/registered-social-landlords-in-wales/?lang=en>

- Universities in Wales:

<http://www.uniswales.ac.uk/universities/>

- Colleges in Wales:

http://www.collegeswales.ac.uk/en-GB/wales_colleges-42.aspx

- Schools in Wales (nursery, primary, middle, secondary, special, independent schools and pupil referral units):

<http://gov.wales/statistics-and-research/address-list-of-schools/?lang=en>

- Northern Ireland Public Bodies

- Northern Ireland Government Departments:
<http://www.northernireland.gov.uk/gov.htm>
- Northern Ireland Public Sector Bodies and Local Authorities:
<http://www.northernireland.gov.uk/az2.htm>
- Schools in Northern Ireland:
<http://www.nidirect.gov.uk/index/do-it-online/parents-online/find-schools-and-nurseries.htm>
- Universities in Northern Ireland:
<http://www.deni.gov.uk/links.htm#colleges>
- Health and Social care in Northern Ireland:
<http://www.hscni.net/>
- Northern Ireland Housing Associations:
<http://www.nidirect.gov.uk/index/contacts/contacts-az.htm/housing-associations-contact>
- Police Service of Northern Ireland:
<http://www.psn.police.uk/index.htm>
- Any corporation established, or a group of individuals appointed to act together, for the specific purpose of meeting needs in the general interest, not having an industrial or commercial character, and
 - i. financed wholly or mainly by another contracting authority listed above in this section VI.3 of this notice;
 - ii. subject to management supervision by another contracting authority listed above in this section VI.3 of this notice; or
 - iii. more than half of the board of directors or members of which, or, in the case of a group of individuals, more than half of those individuals, are appointed by another contracting authority listed above in this section VI.3 of this notice;
 - iv. an association of or formed by one or more of the Contracting Authorities listed above in this section VI.3 of this notice.
- Entities which are not public sector bodies may also use the Framework Agreement if the Authority is satisfied that:
 - i. such entity is calling-off goods and services directly, solely and exclusively in order to satisfy contractual obligations to one or more public sector bodies, all of which are entitled to use the Framework Agreement on their own account;
 - ii. all goods to be called-off by it are to be used directly, solely and exclusively to provide energy at sites occupied by such public sector body/bodies; and
 - iii. it will pass the benefit of the call-off contract to such public sector body/bodies directly, in full and on a purely 'pass-through' basis. Accordingly there must be no mark-up, management fee, service charge or any similar cost solely in relation to the supply of energy imposed on the relevant public sector body/bodies, who

must be able to benefit from the terms of the Framework Agreement in a like manner and to the same extent as if using the Framework Agreement on its/their own account.

The Framework will be accessed by other Public Bodies upon signing up to a Accession Agreement.