

# **For the Provision of a Professional Services Framework Agreement under the Open Procedure - DN415582**

**Commencing:** 01/01/2020

**Framework Agreement Term:** 4 Years

**Please submit by:** 28/08/2019 13:00

## **Volume Two**

Invitation to Tender  
Selection Questionnaire  
Quality Submission  
Pricing Schedule  
Additional Authority Requirements  
Form of Tender Letter  
Appendix 1: Specification

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## Invitation to Tender

**Date:** 09/07/2019

Dear Sir, Madam

### **TENDER INVITATION**

WECA, working closely with its member authorities and North Somerset Council, is aiming to seek tenders for the Provision of a Professional Services Framework Agreement following an advertisement on The Portal, Contracts Finder and via the Official Journal of the European Union, Reference Number: [\[insert OJEU number\]](#).

I have pleasure in enclosing the following documents in order that you may submit a tender for the above contract:

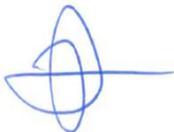
1. A downloadable copy of the Invitation to Tender document Volumes One and Two. Volume 1 being the instructions and Volume 2 being the Form of Tender and Qualification sections and the specification.

Bidders are advised that a tender shall only be considered when;

1. all requirements of the tender documentation are completed and returned
2. it is submitted back to WECA using The Portal no later than **13:00 on 28/08/2019**.
3. it is accompanied by an undertaking which shall become a condition of the contract that the amount of the tender has not been calculated by agreement or arrangement with any other person other than the Authority and that the amount of the tender has not been communicated to any other person until after the closing date for the submission of tenders (see Certificate of Non-Collusion).

You are required to hold all information pertaining to this contract confidential and to limit the dissemination of information within your organisation on a need-to-know basis.

Yours faithfully



John Calwell  
Senior Procurement Officer

ON BEHALF OF THE WEST OF ENGLAND COMBINED AUTHORITY

## **Standard Selection Questionnaire**

### **Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2**

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion<sup>1</sup>. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example, these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

### **Supplier Selection Questions: Part 3**

The procurement document will provide instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

### **Consequences of misrepresentation**

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an Authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers

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<sup>1</sup>For the list of exclusions, please see

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/551130/List\\_of\\_Mandatory\\_and\\_Discretionary\\_Exclusions.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf)

may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

## **Provision of a Professional Services Framework Agreement DN415582**

### **Notes for completion**

1. The “Authority” means the public sector contracting Authority, or anyone acting on behalf of the contracting Authority, that is seeking to invite suitable Suppliers to participate in this procurement process.
2. “You”/ “Your”, “Supplier” or “Bidder” means the potential supplier completing this standard Selection Questionnaire **i.e. the legal entity seeking to be invited to the next stage of the procurement process and responsible for the information provided.** The term ‘Supplier’ is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. Failure to do so may result in your submission being disqualified. If the question does not apply to you, please state clearly ‘N/A’.
4. Should you need to provide additional Appendices in response to the questions, these should be numbered clearly and listed as part of your declaration. A template for providing additional information is provided at the end of this document.
5. The Authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the Authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The Authority will make a revised assessment of the submission based on the updated information.
6. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
7. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.
8. Please upload a completed version of this document via the procurement portal [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk) by the 28<sup>th</sup> August 13:00.

## **Sub-contracting arrangements**

9. Where the Supplier proposes to use one or more sub-contractors to deliver some or all of the contract requirements, a separate Appendix should be used to provide details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.

10. The Authority recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Suppliers should be aware that where information provided to the Authority indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Supplier to proceed with the procurement process or to provide the supplies and/or services required. Suppliers should therefore notify the Authority immediately of any change in the proposed sub-contractor arrangements. The Authority reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

11. Please note that the Authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that a specific legal form is deemed by the Authority as being necessary for the satisfactory performance of the contract.

12. Where you are proposing to create a separate legal entity, such as a Special Purpose Vehicle (SPV), you should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate Appendix.

### **'Self-cleaning'**

13. Any Supplier that answers 'Yes' to questions within part 2 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively "self-cleans" the situation referred to in that question. The supplier has to demonstrate it has taken such remedial action, to the satisfaction of the Authority in each case.

If such evidence is considered by the Authority (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has;

- paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
- clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
- taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Authority to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

*The Authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent Authority or body where the Authority is under a legal or regulatory obligation to make such a disclosure*

## Part One: Potential supplier Information

Section 1 Potential supplier information		
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	
1.1 (b) - (i)	Registered office address (if applicable)	
1.1 (b) - (ii)	Registered website address (if applicable)	
1.1 (c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1.1 (d)	Date of registration in country of origin	
1.1 (e)	Company registration number (if applicable)	
1.1 (f)	Charity registration number (if applicable)	
1.1 (g)	Head office DUNS number (if applicable)	
1.1 (h)	Registered VAT number	
1.1 (i) – (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
1.1 (i) – (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	
1.1(k)	Trading name(s) that will be used if successful in this procurement	
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public service mutual	

1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) <sup>2</sup> ?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(n)	<p>Details of Persons of Significant Control (PSC), where appropriate: <sup>3</sup></p> <ul style="list-style-type: none"> <li>- Name;</li> <li>- Date of birth;</li> <li>- Nationality;</li> <li>- Country, state or part of the UK where the PSC usually lives;</li> <li>- Service address;</li> <li>- The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used);</li> <li>- Which conditions for being a PSC are met; <ul style="list-style-type: none"> <li>- Over 25% up to (and including) 50%,</li> <li>- More than 50% and less than 75%,</li> <li>- 75% or more.<sup>4</sup></li> </ul> </li> </ul> <p>(Please enter N/A if not applicable)</p>	
1.1(o)	<p>Details of immediate parent company:</p> <ul style="list-style-type: none"> <li>- Full name of the immediate parent company</li> <li>- Registered office address (if applicable)</li> <li>- Registration number (if applicable)</li> <li>- Head office DUNS number (if applicable)</li> <li>- Head office VAT number (if applicable)</li> </ul> <p>(Please enter N/A if not applicable)</p>	
1.1(p)	<p>Details of ultimate parent company:</p> <ul style="list-style-type: none"> <li>- Full name of the ultimate parent company</li> <li>- Registered office address (if applicable)</li> <li>- Registration number (if applicable)</li> <li>- Head office DUNS number (if applicable)</li> <li>- Head office VAT number (if applicable)</li> </ul> <p>(Please enter N/A if not applicable)</p>	

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them

<sup>2</sup> See EU definition of SME [https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition\\_en](https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en)

<sup>3</sup> UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance.](#)

<sup>4</sup> Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award.

Bidding model						
Question number	Question	Response				
1.2(a) – (i)	Are you bidding as the lead contact for a group of economic operators?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.  If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3				
1.2(a) - (ii)	Name of group of economic operators (if applicable)					
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure					
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes <input type="checkbox"/> No <input type="checkbox"/>				
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each subcontractor in the following table: we may ask them to complete this form as well.					
	Name					
	Registered address					
	Trading status					
	Company registration number					
	Head Office DUNS number (if applicable)					

	Registered VAT number					
	Type of organisation					
	SME (Yes/No)					
	The role each subcontractor will take in providing the works and /or supplies e.g. key deliverables					
	The approximate % of contractual obligations assigned to each subcontractor					

### Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the Authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

<b>Contact details and declaration</b>		
<b>Question number</b>	<b>Question</b>	<b>Response</b>
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	

1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	

## Part Two: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 2		Grounds for mandatory exclusion
Question number	Question	Response
2.1(a)	<p><b>Regulations 57(1) and (2)</b></p> <p>The detailed grounds for mandatory exclusion of an organisation are set out on this <a href="#">webpage</a>, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the <a href="#">webpage</a>.</p>	
	Participation in a criminal organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Corruption.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Fraud.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/>

		No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
2.1 (b)	If you have answered yes to question 2.1(a), please provide further details: Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction, Identity of who has been convicted If the relevant documentation is available electronically please provide the web address, issuing Authority, precise reference of the documents.	
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning)	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(a)	Regulation 57(3) Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3 (b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	

Please Note: The Authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

Section 3		Grounds for discretionary exclusion
Question Number.	Question	Response
3.1	<p><b>Regulation 57 (8)</b></p> <p>The detailed grounds for discretionary exclusion of an organisation are set out on this <a href="#">webpage</a>, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p>	
3.1 (a)	Breach of environmental obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1 (b)	Breach of social obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1 (c)	Breach of labour law obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1 (d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended, or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1 (e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2

3.1 (f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1 (g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1 (h)	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1 (i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1 (j)	Please answer the following statements	
3.1 (j) – (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1 (j) – (ii)	The organisation has withheld such information.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1 (j) – (iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 3.2
3.1 (j) – (iv)	The organisation has influenced the decision-making process of the contracting Authority to obtain confidential information that may	Yes <input type="checkbox"/> No <input type="checkbox"/>

	confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	If Yes please provide details at 3.2
3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning)	

### Part Three: Selection Questions<sup>5</sup>

Section 4 Economic and Financial Standing		
Question Number	Question	Response
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide <b>one</b> of the following: answer with Y/N in the relevant box.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	Yes <input type="checkbox"/> No <input type="checkbox"/>

<sup>5</sup> [See Action Note 8/16 Updated Standard Selection Questionnaire](#)

<b>Section 5</b>		
<b>If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:</b>		
<b>Name of organisation</b>		
<b>Relationship to the Supplier completing these questions</b>		
5.1	Are you able to provide parent company accounts if requested to at a later stage?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Yes <input type="checkbox"/> No <input type="checkbox"/>

<b>Section 6</b>	
<b>Technical and Professional Ability</b>	
6.1	<p><b>Relevant experience and contract examples</b></p> <p>Please provide details of up to three contracts, in any combination from either the public or private sector, voluntary, charity or social enterprise (VCSE) that are relevant to our requirement, VCSE's may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years.</p> <p>The named customer contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle will be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.</p> <p>Only one of the reference contracts can be from a Participating Authority.</p> <p>References will only be taken up as part of pre-award due diligence and whilst we do not envisage any concerns to be raised as a result, we reserve the right to discuss any concerns with the relevant bidder and, if the concerns cannot be resolved, ultimately retain the right to reject a bid.</p>

If you cannot provide examples see question 6.3

	Contract 1
Name of customer organisation	
Point of contact in the organisation	
Position in the organisation	
Email address	
Description of contract	
Contract start date	
Contract completion date	
Estimated contract value to your organisation.	
	Contract 2
Name of customer organisation	
Point of contact in the organisation	
Position in the organisation	
Email address	
Description of contract	
Contract start date	
Contract completion date	
Estimated contract value to your organisation.	
	Contract 3
Name of customer organisation	
Point of contact in the organisation	
Position in the organisation	
Email address	

Description of contract	
Contract start date	
Contract completion date	
Estimated contract value to your organisation.	

6.2	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)</p> <p>Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)</p>

6.3	<p>If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.</p>

Section 7 Modern Slavery		
Question Number	Question	Response
7.1	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Yes <input type="checkbox"/> No <input type="checkbox"/>
7.2	If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	Yes <input type="checkbox"/> Please provide the relevant url to view the statement ...  No <input type="checkbox"/>

		Please provide an explanation
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**Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.**

Section 8	Additional Questions
<b>8.1</b>	<b>Insurance</b>
a.	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:</p> <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Employer's (Compulsory) Liability Insurance = £5m</p> <p>Public Liability Insurance = £5m</p> <p>Professional Indemnity Insurance = £10m</p> <p>*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>

Section 9	Health and Safety and Equality and Diversity	
Question Number	Question	Response
9.1	<p><b>Health and Safety</b></p> <p>Question 1: Can you confirm that your company is fully compliant with ISO 45001.</p> <p>If your company is compliant with an equivalent to ISO 45001 please state in the box below</p> <p>We need assurances that your company has a robust system in place to manage Health &amp; Safety in your work place.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>

	Any equivalent schemes will be assessed by a Health and Safety expert, and if deemed insufficient, we reserve the right to reject a bid.	
(Insert your response here)		
<p><b>9.2</b></p>	<p>Please describe your approach to the effective discharge of your responsibilities under the CDM Regulations 2015. We are particularly interested in how you perform your Principal Designer responsibilities as well as discharging your Designer responsibilities and what your organisation does over and above your legal duty.</p> <p>Examples should be used where relevant.</p> <p>Your response will be evaluated and given a score out of 3 based on the scoring approach detailed below:</p> <p>Excellent Response, wholly compliant - 3</p> <p>Good response, the key information/standards are in place, some minor omissions – 2</p> <p>Most of the information submitted is inadequate – 1</p> <p>Significant omissions. Response wholly inadequate or no response - 0.</p> <p>If your answer receives a score of less than 2, WECA will seek further assurances that your organisation can provide the Health and Safety services we require, if we still have significant concerns we ultimately reserve the right to reject a bid.</p> <p><b>Word Count: 700.</b></p>	
(Insert you response here)		
<p><b>9.3</b></p>	<p><b>Equality and Diversity</b></p>	
	<p><i>For the avoidance of doubt, should question C relating to subcontractors not be relevant to your organisation for this provision, please enter "N/A"</i></p>	

	a) In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
	b) In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination?	Yes <input type="checkbox"/> No <input type="checkbox"/>
	<p>If you have answered “yes” to one or both of the questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.</p> <p>If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.</p> <p>You may be excluded if you are unable to demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring</p>	
	c) If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
<b>9.4</b>	<p>As an employer do you comply with your statutory obligations under the Equality Act 2010 which applies in Great Britain, or equivalent legislation in the countries in which your firm employs staff?</p> <p>Please provide a signed and dated copy of your most recent written Equality and Diversity Policy Statement.</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>

## Part Four: Section 10: Quality Questions

Suppliers are required to answer the following questions comprehensively and provide evidence, where requested to support their answer. They should adhere to any word counts or any instructions on how to respond.

We are not expecting the answers to these following questions (section 10) and scenarios (section 11) to repeat information. You are however able to refer between them should information be relevant to more than one question.

No	Strategic Aim	Question	Supplier guidance: For responses to this question, we are expecting bidders to provide <b>as a minimum:</b>	Weighting.
10.1	We need assurances that you can manage challenging situations where the time/quality/cost relationship is under pressure.	Provide examples of how you would optimise the quality of your services and delivery outcomes, at times when there are challenging timelines and tight budget restrictions.	<p>Tell us how you intend to manage projects where there is a conflict between quality - price -and time. You may use previous examples to illustrate your response.</p> <p>We are particularly looking for how you will deal with projects where cost is fixed and is a definite cap.</p> <p>How you will maintain a high standard in these challenging situations.</p> <p>How will you ensure that there is continuous improvement across the framework to the benefit of all Participating Authorities.</p> <p>Your response may include examples of how your organisation can add quality above what would normally be expected.</p> <p><b>MAXIMUM WORD COUNT:1000</b></p>	5%
(Insert your response here)				

No	Strategic Aim	Question	Supplier guidance: For responses to this question, we are expecting bidders to provide <b>as a minimum:</b>	Weighting.
<b>10.2</b>	It is important that we are able to access services and skilled support with speed.	Provide evidence of your capacity to deal with service requests from the 5 participating authorities.  How will you ensure the most appropriately qualified, skilled and experienced staff are allocated to each Work Package to ensure the highest quality of service?	An explanation of how you remain resilient in a competitive market and futureproofing the supply specialist resources in this sector.  Explain how you will identify and allocate the correct resource required to deliver multi-faceted projects.  <b>MAXIMUM WORD COUNT:1000</b>	5%
(Insert your response here)				
No	Strategic Aim	Question	Supplier guidance: For responses to this question, we are expecting bidders to provide <b>as a minimum:</b>	Weighting
<b>10.3</b>	Effective Contract Management will be essential to unlock the value of this Framework Agreement. We need	In addition to the minimum requirements identified in the specification, please provide your approach to managing this	Within your response we will be looking for evidence of the following:	5%

	<p>confidence that you have suitable processes and procedures to manage both the Framework Agreement and the individual work packages.</p>	<p>Framework Agreement at a Commission manager level.</p>	<p>Understanding of the balance between in-house resources v. outsourcing. Standardisation of relevant processes and what they are.</p> <p>Effective links between the framework level and project level and between different disciplines to ensure consistently high-quality outputs.</p> <p><b>MAXIMUM WORD COUNT:1000</b></p>	
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(Insert your response here)

No	Strategic Aim	Question	Supplier guidance: For responses to this question, we are expecting bidders to provide <b>as a minimum:</b>	Weighting.
10.4	<p>Clean growth is a key aspect of the local industrial strategy.</p>	<p>Please explain how your organisation will ensure clean growth throughout the services provided by this framework.</p> <p>How will you ensure that clean growth is considered at all project stages.</p> <p>Please provide examples where relevant.</p>	<p>Within your response please cover the following areas: your organisational strategy, clean growth led design, reducing construction impacts and how to ensure long term sustainable development.</p> <p><b>MAXIMUM WORD COUNT: 1000</b></p>	5%

(Insert your response here)

## Part Four: Section 11: Scenario based Quality Questions

Bidders are required to create a proposal and outputs for the following example scenarios. They should adhere to any word counts or any instructions on how to respond.

No	Scenario 1 – Brief Description	Supplier guidance. For responses to this question, we are expecting bidders to provide <b>as a minimum:</b>	Weighting
11.1	<p>You have been asked to develop a traffic model for a city centre to assess the impact of proposed transport interventions. The results will require communication both to the client and wider stakeholder groups.</p> <p>Scenario:</p> <p>A city council has produced a traffic model for previous highway schemes which includes an enterprise zone.</p> <p>The City Council now need to extend the traffic modelling capabilities across the City Centre. The traffic model should include key junctions within the central area, with particular consideration to junctions affected by any proposed highway changes or vehicle movement routes.</p> <p>This should be capable of interfacing with the existing city-wide traffic model to determine the impact of interventions on the city as a whole.</p> <p>The traffic model should include outputs such as journey times, junction saturation and queue lengths.</p>	<p>Please describe:</p> <ul style="list-style-type: none"> <li>Your approach to the project management of the commission, including such things as project team, reporting and change management.</li> <li>Key activities to be undertaken and the expertise necessary, supported by examples of previous experience.</li> <li>Describe the methodology that you would use to undertake the commission, highlighting any in-house specialisms that your Consultancy can draw upon to accomplish them, and drawing on your experience of delivering similar projects.</li> <li>A realistic work programme in a clear format.</li> <li>Descriptions of the commission outputs and example contents page, with consideration of how they can be communicated to a range of audiences.</li> </ul>	5%

	<p>Were this a real commission outputs would include</p> <ul style="list-style-type: none"> <li>• A report summarising the findings of the modelling for proposed scenarios</li> <li>• Provision of the traffic model, data inputted and all outputs.</li> </ul> <p>The Council intends to improve/develop the way in which the traffic modelling is undertaken and how the results of traffic modelling are communicated to decision makers, key stakeholders and the general public.</p>	<p><b>Maximum Word Count 1000 Words, with an allowance for a single, A3 sized additional sheet for the Work Programme to be attached separately.</b></p>	
<p>(Insert your response here)</p>			

11.2	Scenario 2 – Brief Description	Supplier guidance. For responses to this question, we are expecting bidders to provide <b>as a minimum:</b>	Weighting
	<p>You have been asked to deliver a road risk reduction scheme design utilising The Safer Roads Fund from DfT.</p> <p>Scenario:</p> <p>The identified section is predominantly single carriageway and connects a village to the main distributor road and town. An Enterprise Area is being developed towards nearby, and there is significant residential development taking place and planned in the area. In addition to be the main route for traffic to the towns and villages, the route links the motorway and the main</p>	<p>Please describe:</p> <ul style="list-style-type: none"> <li>• Your approach to the project management of the commission, including such things as project team, reporting and change management.</li> <li>• Key activities to be undertaken and the expertise necessary, supported by examples of previous experience.</li> <li>• Describe the methodology that you would use to undertake the commission, highlighting any in-house specialisms that your</li> </ul>	5%

	<p>A road in the area along with an Airport.</p> <p>Also, more vulnerable road users (pedestrians and cyclists) making shorter, local journeys accessing local amenities including schools in the area.</p> <p>Were this a real commission outputs would include:</p> <ul style="list-style-type: none"> <li>• Method Statement</li> <li>• A design</li> <li>• Design report</li> <li>• Other outputs as required</li> </ul>	<p>Consultancy can draw upon to accomplish them, and drawing on your experience of delivering similar projects.</p> <ul style="list-style-type: none"> <li>• A realistic work programme in a clear format.</li> <li>• Descriptions of the commission outputs and example contents page, with consideration of how they can be communicated to a range of audiences.</li> </ul> <p><b>Maximum Word Count 1000 Words, with an allowance for a single, A3 sized additional sheet for the Work Programme to be attached separately.</b></p>	
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(Insert response here)

No	Scenario 3 – Brief Description	Supplier guidance. For responses to this question, we are expecting bidders to provide <b>as a minimum:</b>	Weighting
11.3	<p>You have been asked to provide a Full Business Case for a new length of highway to support a new development.</p> <p>Scenario:</p> <p>A Full Business Case is required to support an alignment upgrade to an existing A road with a new walking and cycling route, which incorporates a</p>	<p>Please describe:</p> <ul style="list-style-type: none"> <li>• Your approach to the project management of the commission, including such things as project team, reporting and change management.</li> <li>• Key activities to be undertaken and the expertise necessary,</li> </ul>	5%

	<p>new junction access to a proposed Enterprise zone. The upgrade to the highway will improve the alignment of an existing A road which connects the strategic highway network to a nearby town centre, and the new junction will need to provide adequate capacity to the proposed Enterprise Zone whilst preferably enhancing the network including more modal choice.</p> <p>The upgraded highway alignment will pass partly through an area of greenbelt in mixed third-party ownership with potential ecological, heritage and other constraints.</p> <p>The Full Business Case will have to comply with all relevant Council Strategies.</p> <p>Were this a real commission outputs would include:</p> <ul style="list-style-type: none"> <li>• Full Business Case with proportionate WebTAG-compliance which sets out:</li> <li>• Plans/ drawings.</li> <li>• Delivery issues including key milestones.</li> <li>• Detailed programme.</li> </ul>	<p>supported by examples of previous experience.</p> <ul style="list-style-type: none"> <li>• Describe the methodology that you would use to undertake the commission, highlighting any in-house specialisms that your Consultancy can draw upon to accomplish them, and drawing on your experience of delivering similar projects.</li> <li>• A realistic work programme in a clear format.</li> <li>• Descriptions of the commission outputs and example contents page, with consideration of how they can be communicated to a range of audiences.</li> </ul> <p><b>Maximum Word Count 1000 Words, with an allowance for a single, A3 sized additional sheet for the Work Programme to be attached separately.</b></p>	
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(Insert your response here)

No	Scenario 4 – Brief Description	Supplier guidance. For responses to this question, we are expecting bidders to provide <b>as a minimum:</b>	Weighting
11.4	<p>You have been asked to provide all services required from conception through to a completed Masterplan for a mixed-use development location.</p> <p>Scenario:</p> <p>A Masterplan is required for a new development location. The location has been identified within an inner-city context where, at present there is light industrial use and carparking. The mixed used development will deliver jobs, housing (including affordable housing) and amenities including a school, care home and shopping centre.</p> <p>Were this a real commission outputs would include:</p> <ul style="list-style-type: none"> <li>• Masterplan</li> <li>• Plans/ drawings/interactive materials.</li> <li>• Delivery issues including key milestones.</li> <li>• Detailed programme</li> <li>• Links to other strategies</li> </ul>	<p>Please describe:</p> <ul style="list-style-type: none"> <li>• Your approach to the project management of the commission, including such things as project team, reporting and change management.</li> <li>• Key activities to be undertaken and the expertise necessary, supported by examples of previous experience.</li> <li>• Describe the methodology that you would use to undertake the commission, highlighting any in-house specialisms that your Consultancy can draw upon to accomplish them, and drawing on your experience of delivering similar projects.</li> <li>• A realistic work programme in a clear format.</li> <li>• Descriptions of the commission outputs and example contents page, with consideration of how they can be communicated to a range of audiences.</li> </ul> <p><b>Maximum Word Count 1000 Words, with an allowance for a single, A3 sized additional sheet for the Work Programme to be attached separately.</b></p>	5%

(Insert your response here)

## Part Five: Section 12 – Social Value Questions

WECA is fully committed to implementing the aims of the Social Value Act 2012 and through this procurement, improving the social, economic and environmental wellbeing of the region, both during the process and on an ongoing basis throughout the life of the Framework Agreement Contract.

Accordingly, this tender will take into account the ability of Bidders to demonstrate their commitment and experience of delivering social value relating to economic, social and environmental wellbeing.

If a Bidder is selected to join the Framework Agreement, social value will then be applied by each Local Authority Partner at the further competition stage using the national TOMS Framework (<http://socialvalueportal.com/national-toms/>) as a basis. This will be based on the value of the Work Package, the authorities social value policies and may include specific local social value priorities relevant to their areas.

To provide a visual example please see the TOMS calculator embedded below:



Social Value  
Calculator.xlsx

No	Question	Response
12.1	Do you agree to utilise the National TOMS Framework Agreement to demonstrate Social Value should you win a place of the Framework Agreement?	Yes <input type="checkbox"/> No <input type="checkbox"/>

	If you answer to No to this question, your Bid will be excluded.		
No	Question	Supplier guidance. For responses to this question, we are expecting bidders to provide <b>as a minimum:</b>	Weighting
12.2	Please outline your organisation's commitment and approach to delivering Social Value. We would be interested in understanding how the delivery of Social Value is represented within your strategic, policy or quality documentation.	<p>As a guide the types of evidence and activities in delivering social value required may relate to some of the thematic areas below:</p> <ul style="list-style-type: none"> <li>• Promoting skills and Employment: to promote growth and development opportunities for all within a community and ensure they have access to opportunities to develop new skills and gain meaningful employment.</li> <li>• Supporting the growth of Responsible Regional Businesses: to provide local businesses with the skills to compete and the opportunity to work as part of the public sector and big business supply chains.</li> <li>• Creating Healthier, Safer and More Resilient Communities: to build stronger and deeper relationships with the voluntary and social enterprise sectors whilst continuing to engage and empower citizens.</li> <li>• Protecting and Improving our Environment: to ensure the places where people live, and work are cleaner and greener, to promote sustainable procurement and secure the long-term future of our planet.</li> <li>• Promoting Social Innovation: to promote new ideas and find innovative solutions to old problems.</li> </ul>	10%

**Maximum Word Count 1500**

(Insert your response here)

No	Question	Supplier guidance. For responses to this question, we are expecting bidders to provide <b>as a minimum:</b>	Weighting
12.3	<p>All Participating Authorities have a legal obligation under the Social Value Act 2012 and we are committed to maximising the Social Value outcomes and impacts delivered through this Framework.</p> <p>Each Participating Authority will have its own Social Value priorities. How will you work with the participating authorities to understand and deliver their respective Social Value priority areas?</p>	<p>Please detail your:</p> <ul style="list-style-type: none"> <li>• Approach at both Framework and Call off level.</li> <li>• Stakeholder identification and management.</li> <li>• Measurement and reporting on both outcomes and impacts.</li> <li>• Approach to wider communication of successes.</li> <li>• Anything else you feel is relevant.</li> </ul> <p><b>Maximum Word Count 1500</b></p>	10%

(Insert your response here)

## Part Five: Section 13 – SME Spend

WECA is a strong believer in strengthening Small and Medium Enterprises (SMEs) and is aiming that a significant sum of the contract value is filtered to SMEs.

The Suppliers will be required to support this objective by teaming up with the relevant SMEs while delivering call off contracts awarded under this Framework Agreement. To demonstrate that, Suppliers will be required to ensure that at least 25% of the services, in terms of value, of any contracts worth £100k or more, are carried out by SMEs having relevant resources and experience.

The Supplier will be required to provide open book access to accounts and supporting data that substantiates the above commitment in respect of SMEs is being duly fulfilled including names of the SME organisations used.

SME Question		
	Question	Response
13.1	<p>Do you agree ensure that at least 25% of the services, in terms of value, of any call off contract worth £100k or more, are carried out by SMEs having relevant resources and experience.</p> <p>If you answer to No to this question, your Bid will be excluded.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>

### Declaration

I declare that to the best of my knowledge the answers submitted to these questions are correct. I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement, and I am signing on behalf of..... **(Insert name of supplier)**.

I understand that the Authority may reject my submission if there is a failure to answer all relevant questions fully or if I provide false/misleading information. I have provided a full list of any Appendices used to provide additional information in response to questions.

I also declare that there is no conflict of interest in relation to the Authority's requirement.

The following appendices form part of our submission:

Section of SQ	Appendix number

Name	
Role in organisation	
Date	
Signature	

## Part Six: Section 14 - Pricing Schedule

### Pricing Schedule

- 14.1 All prices must be held open for a period of 120 days from the date of submission.
- 14.2 Prices must be inclusive of all expenses (including management costs, resources, travel time and mileage costs, preparation and activity costs) but exclusive of VAT
- 14.3 Please complete the pricing schedule embedded below in the format as shown.
- 14.4 You must provide all of the information requested in the table, failure to do so may disqualify your quotation.
- 14.5 All costs should be in Pound Sterling and exclusive of VAT.



Pricing Schedule  
Final.xlsx

## **Part Seven: Section 15– Additional Authority requirements/certificates**

### **15.1 Non-collusive Tendering**

TO: West of England Combined Authority

I, the undersigned, in submitting the accompanying tender to

West of England Combined Authority

in relation to Provision of Professional Services Framework - DN415582

certify on behalf of (name of Tenderer).....

that:

- 1) this tender is made in good faith, and is intended to be genuinely competitive;
- 2) the amount of this tender has been arrived at independently, and has not been fixed, adjusted or influenced by any agreement or arrangement with any other undertaking, and has not been communicated to any competitor;
- 3) we have not entered into any agreement or arrangement with any competitor or potential competitor in relation to this tender unless the intention is to form a legal entity or subcontract relationship with a view to submit a tender jointly;
- 4) I have read, and I understand the contents of this Certificate, and I understand that knowingly making a false declaration on this form may result in legal action being taken against me.

In this certificate, the word ‘competitor’ includes any undertaking who has been requested to submit a tender or who is qualified to submit a tender in response to this request for tenders, and the words ‘any agreement or arrangement’ include any such transaction, whether or not legally binding, formal or informal, written or oral.

Signed:

Designation:

Duly authorised to sign tenders and give such certificate for and on behalf of :

Tenderer

Date:

Address:

## 15.2 Certificate as to Canvassing

I/We hereby certify that I/We have not canvassed or solicited any Member, Officer or Employee of WECA, or the Participating Authorities in connection with the acceptance of this tender or any other tender or proposed tender for the service and that no person employed by me/us or acting on my/our behalf has so acted.

I/We further hereby undertake that I/We will not in future canvass or solicit any member, officer or employee of WECA, or the Participating Authorities, in connection with the award of this tender or any other tender or proposed tender for the service and that no person employed by me/us or acting on my/our behalf will so act.

Signed:

Designation:

Duly authorised to sign tenders and give such certificate for and on behalf of :

Tenderer

Date:

Address:

### 15.3 Form of Tender Letter

#### Form of Quotation

#### **Invitation to tender for: Provision of Professional Services Framework Agreement.**

To: West of England Combined Authority.

I/We the undersigned, having read the ITT of Professional Services Framework and after having considered the attached Specifications and Conditions of Contract as provided therein do hereby request to be placed on the Framework for delivery of the specific Work Package contracts in accordance with the provisions of the Framework Agreement.

I/We, hereby undertake to enter into this Framework Agreement in accordance with the given terms and conditions as provided and as indicated in the Invitation to Tender. I/We agree that my/our offer as given in our tender shall remain open for acceptance for a period of 120 days from the date fixed for return of tenders.

I/We confirm that I/we have the capability, capacity and resources to meet all requirements as expected of this Framework Provider.

Signed:

Designation:

Duly authorised to sign tenders and give such certificate for and on behalf of :

Tenderer

Date:

Address:

## **Appendix 1: Specification.**

### **1.0 Definitions**

Framework Agreement	The Framework Agreement entered into between WECA and the Supplier embodying these Conditions, the Specification, the Pricing Document, the Invitation to Tender, the Supplier's responses to the Invitation to Tender, any relevant Work Package Brief, any relevant Proposal and the Information provided in the NEC4 Framework Agreement Contract.
Supplier/Suppliers	The organisations named in the Framework Agreement
WECA	West of England Combined Authority
Participating Authorities	Any of the following, namely WECA, Bristol City Council, Bath and North East Somerset Council, North Somerset Council and South Gloucestershire Council.
Work Package	Individual pieces of work commissioned by the Participating Authorities under this Framework Agreement.
Work Package Brief	The document setting out the detailed requirements and terms for each piece of work (Work Package) commissioned under this Framework Agreement which must be completed by the Participating Authorities when they commission any services from the appointed Supplier.

### **2.0 Background**

- 2.1 WECA and the Participating Authorities are seeking to appoint three suitably qualified Suppliers to a Framework Agreement to provide a range of transport services to support and complement in-house resources.
- 2.2 WECA is the lead contracting Authority, and the resulting Framework Agreement will be between WECA and the successful Suppliers, with the Participating Authorities accessing the Framework Agreement as and when needed.
- 2.3 WECA and the Participating Authorities require assistance across a range of transport and engineering related work areas and WECA, as lead Authority, is seeking to appoint three Suppliers to a four-year Framework Agreement estimated to be worth between £24 million to £40 million in total.
- 2.4 This Specification and the accompanying tender documents are designed to enable accurate pricing, and to ensure that all parties submitting tenders have a clear understanding of the extent and



quality of the services required, and the importance placed on the partnership between the parties involved.

- 2.5 Our intention is to provide enough information to enable competitive, realistic and achievable submissions, and to ensure that all parties are given fair and equal consideration.

### 3.0 The Framework Agreement

- 3.1 The Framework Agreement will provide support to transport planning, passenger transport, traffic management and a wide range of engineering functions within the Participating Authorities.
- 3.2 The Framework Agreement has been divided into a number of specialisms as set out in Table 1. This list should not be considered as exhaustive and the Participating Authorities may wish to commission other Work Packages of a similar or related nature.
- 3.3 This list outlines the range of work covered by the Framework Agreement, however no specific pieces of work (referred to as “Work Packages”) will be commissioned at this stage. Once the Supplier is appointed, work will be commissioned via a Work Package Brief, as described in 8.1.

**Table 1: Specialisms**

Specialism	Name	Areas covered
1	Health & Safety	CDM advice to clients to ensure all requirements are met. Qualified Principal Designers Other HSW for compliance Links to HSE etc
2	Masterplanning	Site appraisals, capacity viability, feasibility studies, Masterplans and development strategies, Regeneration strategies, Development briefs, Delivery programmes, Work Package management, Design guidance, detailed design, architecture and public realm design. Planning applications Visualisation Public consultation



3	Waste Management & Strategy	Work Package management; infrastructure optimisation & waste modelling; stakeholder engagement Transport logistics; environmental services; design and planning services Contract and tender documentation; contract administration and construction supervision
4	Surveys / Ground Investigation	Topographical surveys, LiDAR, Geotechnical surveys, Ground penetrating radar surveys, other surveys as required.
5	Flood Services	FDGiA or Local Levy funding work – outline business case and design to construction phase. Property Level Resilience surveys and property management. Flood and Surface Water modelling, to include reviews and build data gathering after a major flood events and reports. - Hydrological analysis and assessment - Hydraulic modelling, - Flood mitigation and SuDS scheme feasibility and design - Environmental assessment - Multidisciplinary services (Work Packages that require all of the above)
6	Environmental Impact Assessment	Environmental assessment to support planning applications, supporting policy documents and environmental consents for transport Work Packages including; specialist habitat



		surveys, ecologist supervision, environmental licences, Environmental Statements and Habitats Regulation Assessment, noise pollution and air pollution calculations and measurement & Ecological and Arboriculture expertise.
7	Public Inquiries	Expert witness at public inquiries or examinations in public
8a	a) Transport Studies	Scheme Economic Appraisal Schemes Options Appraisal - Other bids for funding e.g. Large Local Majors, Major Road Network Other studies e.g. Parking Major Scheme Business Cases, including specialist services such as environmental appraisal, including Habitats Regulation Assessments and Equalities and Health
8b	b) Transport Modelling	Transport Modelling
9	Transport Data Collection	Highway link and junction counts Roadside interview surveys Public transport data collection Household interview surveys Parking Surveys Data analysis and reporting
10	Travel Planning & Smarter Choices	Personalised travel plans Promotional literature and marketing Company travel plans



		School travel plans Walking and cycling
11	Programme/Project/Work Package Management & Scheme Implementation	Major Scheme Business Cases Financial support – cost managers Other expertise as required – BIM, carbon etc. Expert contractual advice – NEC/PSC/ECC (inc ECC PM) Communications expertise Other schemes
12	Transport Development	Comment on planning applications on behalf of the transport Authority Provide specialist advice on aspects of applications or supporting policy Framework Agreements. Preparation of planning applications for transport schemes.
13	Public Consultation, Engagement & Communication	Public consultation Providing representation at public meetings Preparation of consultation materials Organisation of stakeholder events Analysis of consultation responses Answering WECA and Mayor correspondence
14	Transport Policy	Joint Local Transport Plan development and monitoring Policy advice and development
15	Passenger Transport	Passenger transport Work Packages, including rail, bus, rapid transit, taxis community transport and other demand-responsive modes Development of bus priority and other



		<p>infrastructure improvements Partnership working with operators Park and Ride Passenger transport information systems including Real Time Information Concessionary Travel Supported bus services Integrated ticketing</p>
16	Traffic Management Services	<p>Traffic management, road safety, cycling, motorcycling, and walking Work Packages Answering correspondence Petitions – investigation and response Disabled Parking Bays – processing applications Work Package Design; feasibility, preliminary, detailed Scheme procurement Construction supervision Statutory Orders, including TROs Key Route Network management</p>
17	Transport Scheme Audits	<p>Road safety audits Non-motorised user audits Cycling and walking audits</p>
18	Traffic Signal Engineering Services	<p>Work Package Design; feasibility, preliminary, detailed Modelling Scheme procurement Construction Supervision Maintenance ITS</p>



19	Highway Improvement Work	Work Package Design; feasibility, preliminary, detailed, soil investigations & reports Scheme procurement Construction supervision Supervision Key Route Network schemes And other design services as required
20	Development Services	Advanced payments code Approval of Section 38 and Section 106 works Supervision of Section 38 and Section 106 works
21	Street Lighting Design	Design Procurement Construction supervision
22	Structural Engineering Support Services	Design and management of structures Analysis of structural engineering problems Structural Engineering (Bridges, Retaining Walls, Culverts, Buildings) Geotechnical Engineering (Investigation and Design) Temporary Works (Coordinator, Supervisor, designer) Topographical surveys and structural surveys
23	Asset Management	Data collection and records Asset management plans
24	Highway Maintenance	Feasibility studies Soil investigations & reports Detailed scheme design Key Route Network schemes



25	Drainage Design	<p>General advice on drainage matters to the LLFA.</p> <p>Advice on land drainage matters and flood investigations.</p> <p>General drainage design, including SUDS, and review of designs.</p>
26	Legislative and Technical Advice	<p>New Roads &amp; Street Works Act</p> <p>Traffic Management Act</p> <p>Other legislation</p>
27	Green Infrastructure	<p>General advice of ecological matters.</p> <p>General advice on landscape matters.</p> <p>General advice of arboriculture matters.</p> <p>Development Control Applications, (ecology, trees, landscape, public rights of way)</p> <p>Parks and Open Spaces design</p> <p>Feasibility studies</p> <p>Soil investigations and reports</p> <p>Detailed scheme design</p> <p>Construction supervision</p>
28	Air Quality	<p>Clean Air Zones</p> <p>Air Quality Management Areas</p> <p>Clean Air Plans</p> <p>Cleaner vehicle schemes</p> <p>Funding bids</p>
29	Transport Consultation Responses	<p>Department for Transport, Highways England, Network Rail, GWR, Office of Rail and Road consultations</p>
30	Demand Management	<p>Congestion charging</p> <p>Work Place Parking Levies</p>



31	New Technology	Autonomous vehicles Mobility as a service Cleaner vehicles New data opportunities Electric vehicle charging Hostile vehicle mitigation
32	Freight	Consolidation centres Freight Route Network Rail freight
33	Road Safety	Education Campaigns Schemes
34	Feasibility & Business Case Production.	Business Case production – SOC, OBC and FBC stages Business Case considerations for Housing, Highways, Rail and other infrastructure schemes. Expertise to cover all 5 cases for the different types of development type. (Strategic, Economic, Commercial, Financial and Management



#### **4.0 Scope of Services**

- 4.1 To provide the wide range workstreams mentioned in Table 1 above the Supplier will need to provide suitable staff with a range of experience;
- Director level Consultant or Engineer
  - Managing level Consultant or Engineer
  - Senior level Consultant or Engineer
  - Consultant or Engineer
  - Junior or Graduate Consultant Engineer
  - Administration
- 4.2 This list should not be considered as exhaustive and the Participating Authorities may commission other Work Packages that require a different set of skills.

#### **5.0 Scope of the Framework Agreement**

- 5.1 The duration of this Framework Agreement will be for 4 years. During this time the Participating Authorities anticipate spending between £24m and £35m on these services. However, prospective Suppliers should note that expenditure could be less than this guide amount (even down to zero).
- 5.2 The Participating Authorities accept no liability for the number, or value, of commissions that will be placed through this Framework Agreement. Details of anticipated workload are given as a guide only. The Participating Authorities shall in no circumstances be liable to the Supplier for any consequential, economic or financial loss of any kind whatsoever which the Supplier sustains in consequence of any failure on the Participating Authorities part to commission the volume of work anticipated by the Supplier or in any other way to generate the anticipated level of remuneration under this Framework Agreement.
- 5.3 Future workload cannot be guaranteed, is unknown and is difficult to predict. It is dependent on many variable factors including policies agreed by the Participating Authorities and the financial Framework Agreement set by central government for the provision of funding of public sector Work Packages. Workloads will also be dependent on the completion of legal agreements with

developers, and the success of Major Scheme and other Bids to central government.

- 5.4 The Participating Authorities give no warranty and accepts no liability for the accuracy of any information or drawings etc. supplied with a Work Package Brief or during a Work Package. It is for the Supplier to allow within an individual Work Package price to establish the accuracy of any such information, drawings etc.

## **6.0 Placemaking Charter**

- 6.1 Placemaking and design quality are key priorities for the West of England, and the delivery of housing, infrastructure and utilities have a major impact on the liveability of communities. WECA are committed to working with unitary authorities in the West of England and partners from across the built environment and development sector to develop a Placemaking Charter for the West of England. This Charter will set out the level of ambition for Placemaking across the West of England.
- 6.2 The Charter will be developed and launched during the lifespan of this Framework Agreement. Appointed Suppliers will be expected to engage in the development of the charter and sign up to the principles within it to enhance quality placemaking in the region.

## **7.0 Commission Management.**

- 7.1 To manage the overall commission the Supplier should appoint: -
- a Commission Director, with overall responsibility for the provision of services within the Framework Agreement and to ensure all the required standards, timescales and Key Performance Indicators (K.P. I's) are met; and
  - a Commission Manager, responsible for the day-to-day running of individual Work Packages and to ensure individual quality standards and timescales are met.
- 7.2 Both the Suppliers Commission Director and Commission Manager will attend quarterly Framework Agreement monitoring meetings at WECA Offices, 3 Rivergate, Temple Quay, Bristol, BS1 6ER.
- 7.3 These meetings may last up to three hours and be held between the hours of 8.30 am to 5.00 pm on any normal working day (Monday to Friday excluding

Bank Holidays). WECA will not be responsible for the costs incurred by the Supplier

- 7.4 WECA will appoint a Contract Manager to manage the overall Framework Agreement.
- 7.5 The commission will be monitored against a series of Key Performance Indicators and Performance Indicators on a quarterly basis as set out in Table Two.
- 7.6 The Participating Authorities expect that the Supplier will be capable of working both in its own offices and seconding staff to work within the Participating Authorities offices.

## **8.0 Commissioning of Work Packages**

- 8.1 Work Packages will be commissioned by the Participating Authority via a Work Package Brief, setting out the precise requirements, evaluation criteria and specific options from the NEC4 Professional Services Contract 2017.

The template work package brief can be found here:



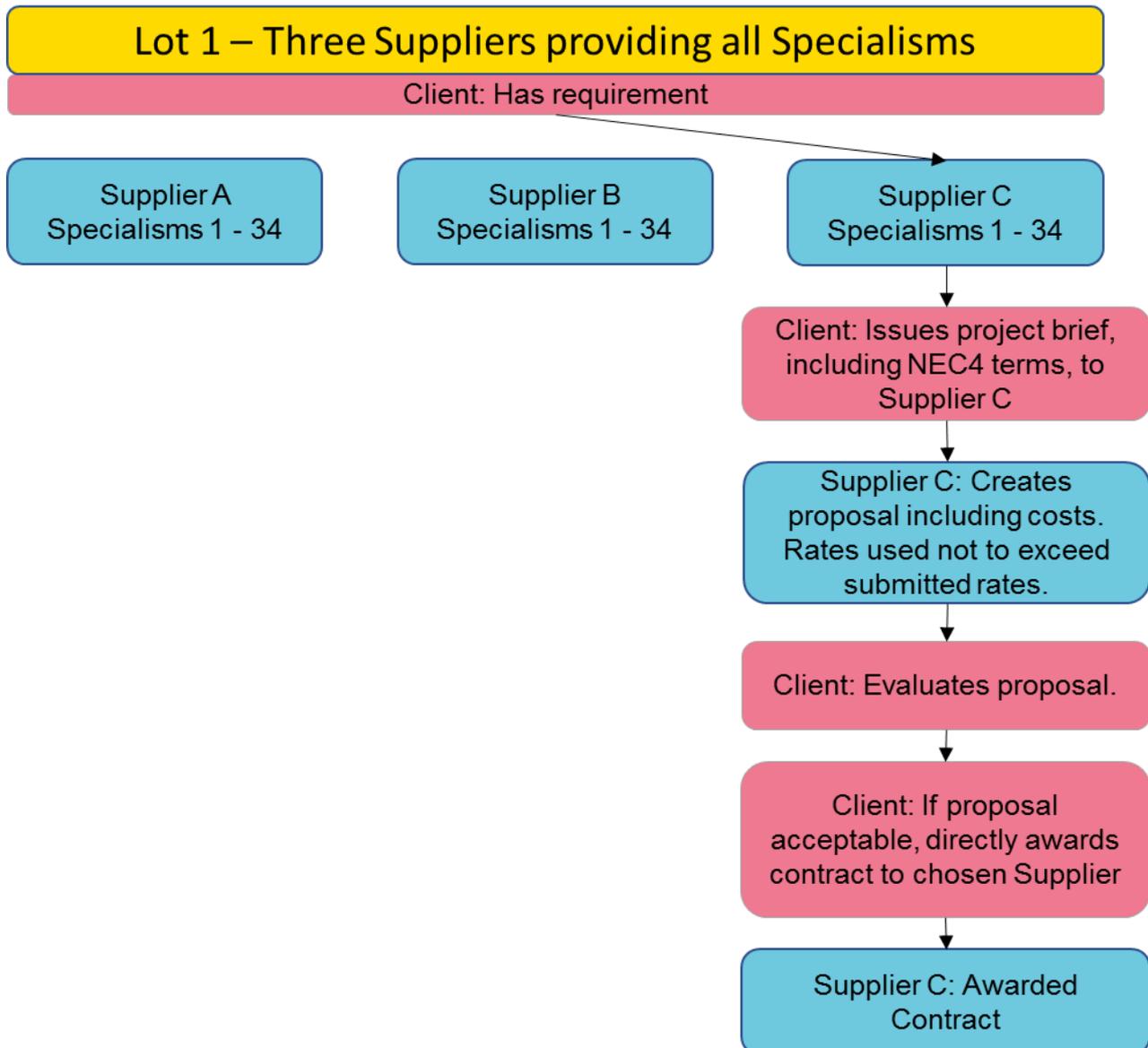
Project Brief  
Template.docx

- 8.2 The Participating Authority will have two options for commissioning a Work Package depending on value.
  - Option 1. Direct Award. If the Work Package is under £50,000 the participating Authority has the option to directly award to the Work Package to

a supplier of their choice using the maximum rates provided at the tender stage.

- The chosen supplier is not under any obligation to accept the award.

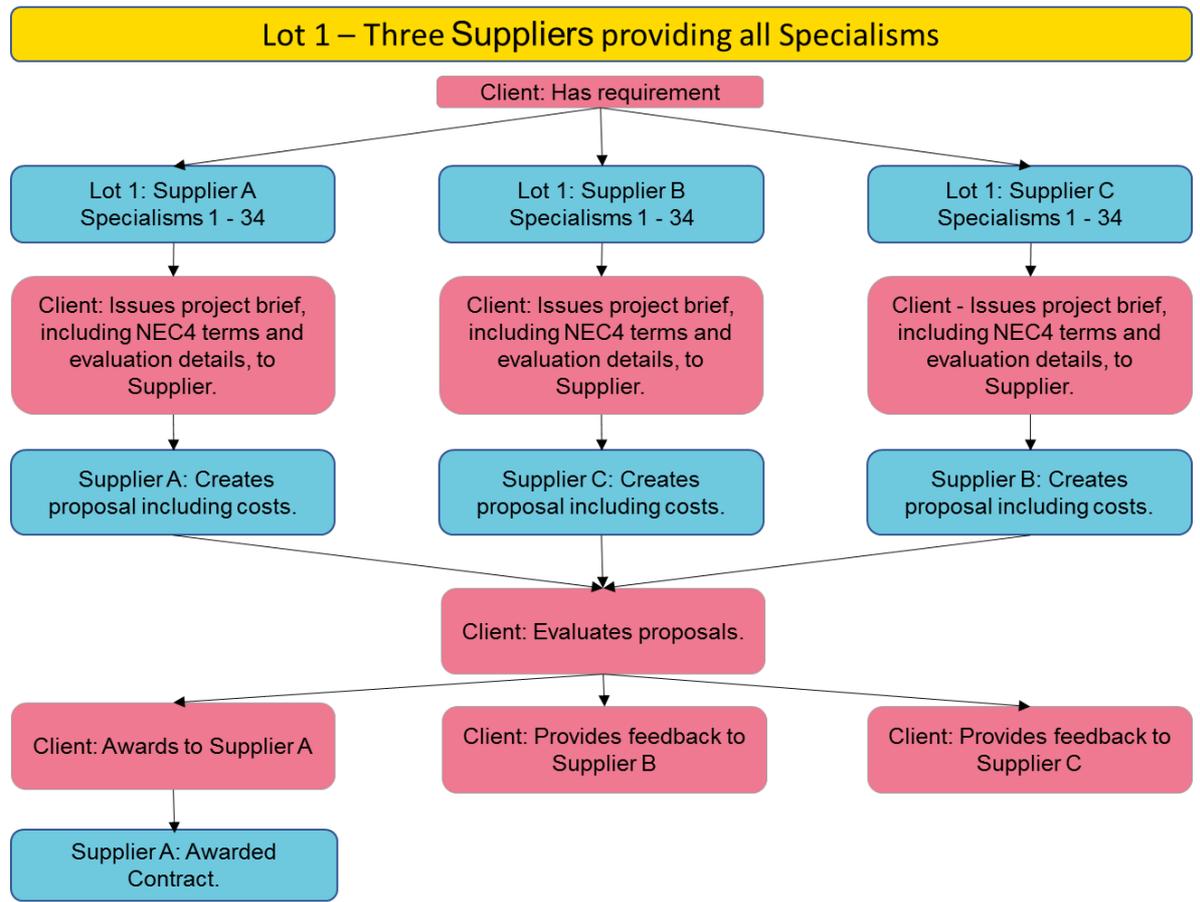
Outline Direct Award Process



- Option 2. Further Competition. If the Work Package is over £50,000, the participating Authority will conduct a further competition. It is highly possible that a participating Authority will conduct a further competition for Work Packages under £50,000 if the Work Package is non- urgent, or the

participating Authority wishes to understand what the Framework Agreement providers can offer.

### Outline Further Competition Process



8.3 In a further competition process, a Participating Authority will be free to vary the Award Criteria as follows:

Award Criteria	Weighting
Quality	10% - 90%
Price	10% - 90%
Social Value	0% - 20%

8.4 In a further competition process, the Participating Authority will detail quality sub criteria and weightings based the requirements of the work package.

- 8.5 In response to receiving a Work Package brief, the Supplier will appoint a Work Package Manager with the relevant skills and experience, and issue a Proposal, setting out how they will fulfil the term of the Brief and including a programme, resource estimate, CVs of key personnel and cost. This will be provided within the timeframes detailed within the Work Package brief.
- 8.6 The Participating Authorities reserve the right to request an alternative Work Package Manager if they consider that the Supplier's appointment does not have the necessary experience.
- 8.7 After reviewing the Supplier's Proposal, the Participating Authority will inform the Supplier in writing, whether to proceed with the Work Package or not. Participating Authority is under no obligation to proceed with a Work Package if the Supplier's Proposal does not meet their requirements.
- 8.8 If deemed necessary, each Work Package will commence with an Inception Meeting between the Commission Manager, Customer's Clients Work Package Manager and other relevant staff, and the Customer. The working arrangements will be finalised following this meeting and set out by the Supplier in an Inception Report. The Inception Meeting will take place within a jointly agreed timeframe after the Customer has issued an instruction to proceed.
- 8.9 The timeframes stipulated above may be amended to reflect the nature, complexity and urgency of the Work Package, any changes will be explained to the Suppliers before the commissioning process commences.
- 8.10 It is expected that the majority of the Work Packages will be commissioned using Option A: Priced Contract with Activity Schedule as defined in the NEC4 Professional Services Contract however depending on the nature of the Work Package, Option C: Target Contract and Option E: Cost Reimbursable Contract may be used.

## **9.0 Work Package Specification.**

- 9.1 The detailed specification for each Work Package will be set out in the Work Package Brief.

This will include details of the:-

- Work to be undertaken
  - Timescales, milestones and deadline dates
  - The Key Performance Indicators
  - Reports and other outputs required
  - Standards to be applied
- 9.2 All reports and outputs resulting from a complete Work Package will be issued in draft for approval by the Participating Authority and will commence with an Executive Summary of not more than two pages. The Participating Authority will be responsible to offer and supply comment to the draft report and outputs within twenty working days.
- 9.3 The Supplier will be responsible for taking and distributing minutes of all meetings. Draft minutes should be circulated for comment within three working days of the meeting, with a further three days available for comment, before final issue.
- 9.4 All work will be carried out to current standards as defined in the relevant documentation for the particular Work Package (e.g. DfT Webtag site for transport appraisal). Specific details will be provided in the Work Package Brief.
- 9.5 The format of documents to be supplied by the Supplier will be specified in the Work Package Brief, but Microsoft Office is anticipated to be the default format. Any specific software to be used on a Work Package will be defined in the Work Package Brief.
- 9.6 All reports, data collected, models and other such technical tools generated in the course of a Work Package will be supplied to the Participating Authorities. They will remain the property of the Participating Authorities and may not be published or used for other purposes without written permission.

## **10.0 Reporting and Monitoring**

- 10.1 The Commission Manager will provide a monthly Commission Progress Report summarising the work carried out across all current Work Packages to WECA by the 5th of every month.
- 10.2 The Progress Report will include, for each Work Package:-
- details of work undertaken in the month.
  - percentage of work completed.
  - the program and key dates for the following month.
  - invoices issued and any outstanding invoice.
  - a comparison of the estimated outturn costs for each Work Package with the original estimate, giving an explanation of any differences.
- 10.3 This list is not exhaustive and may be added to or amended as the Framework Agreement becomes established.
- 10.4 The Report should also highlight any areas where delays and/or other problems have arisen, outlining the steps taken to resolve these issues and ensure satisfactory delivery of the service in the future.
- 10.5 Where specified in the Work Package Briefs more detailed Progress Reports may be required for each Work Package.
- 10.6 The overall Commission and individual Work Packages will be monitored against a series of Key Performance Indicators (KPIs) and Performance Indicators (P.I's).
- 10.7 The commission wide KPIs are set out in Table 2 and will be used for all Work Packages issued by the Participating Authority. Commission wide PIs are also set out below and again will be used for all Work Packages issued by the

Participating Authority. Other specific PIs for each Work Package may be set out in the Work Package Brief.

- 10.8 WECA reserve the right to work with suppliers to amend these KPIs as the Framework Agreement progresses.

**Table 2: KPIs & PIs**

KPI's and PI's with a score of 4 or more means the Framework Agreement is working well, a score lower than 4 means that individual KPI/PI requires attention.

<p>KPI 1</p>	<p>Quality</p> <p>Score available 1 to a maximum of 5</p>	<p>A score of 5 is merited if the Work Package fully complied with the quality level of the Work Package Brief.</p> <p>A score of 4 is merited if the Work Package was delivered with one minor deviation in technical quality.</p> <p>A score of 3 is merited if the Work Package was delivered with more than one minor deviation in technical quality.</p> <p>A score of 2 is merited if the Work Package was delivered with one major deviation or 5 minor deviations in technical quality.</p> <p>A score of 1 is merited if the Work Package was delivered with more than one major deviation or 10 minor deviations in technical quality.</p> <p>A minor deviation relates to a technical statement which does not affect the overall content of the report/drawings or lead to an increase cost for the Client by the Contractor undertaking the work.</p> <p>A major deviation relates to a technical statement which does affect the overall content of the report /drawings or lead to an increase cost for the Client by the Contractor undertaking the work.</p> <p>The score proposed by the Supplier must be supported by evidence.</p> <p>The score will be agreed at a quarterly meeting between the WECA and the Supplier.</p> <p>A score of 2 or lower in two quarterly periods of any four successive reports could lead to WECA issuing a Default Notice.</p>
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<p>KPI 2</p>	<p>Budget</p> <p>Score available 1 to a maximum of 5</p>	<p>A score of 5 is merited if the Work Package was delivered for 90% or less of the agreed fee.</p> <p>A score of 4 is merited if the Work Package was delivered for the agree fee. One mark should be deducted for each 5% of fee which exceeded the agreed budget up to 25% when a score of 0 will be reached.</p> <p>The score proposed by the Supplier must be supported by evidence.</p> <p>The score will be agreed at a quarterly meeting between WECA and the Supplier.</p> <p>A score of 2 or lower in two quarterly periods of any four successive reports could lead to WECA issuing a Default Notice.</p>
<p>KPI 3</p>	<p>Time</p> <p>Score available 1 to a maximum of 5</p>	<p>A score of 5 is merited if all milestones were delivered to timescale as well as the overall Work Package.</p> <p>A score of 4 is merited if the Work Package was delivered within the agreed timescale.</p> <p>One mark should be deducted for every one working week (or day, in the case of short Work Packages, to be determined through agreement with the Participating Authorities Work Package Manager) the Work Package was late, unless agreed with the Participating Authority due to unavoidable circumstances.</p> <p>The score proposed by the Supplier must be supported by evidence.</p> <p>The score will be agreed at a quarterly meeting between WECA and the Supplier.</p> <p>A score of 2 or lower in two quarterly periods of any four successive reports could lead to WECA issuing a Default Notice.</p>

<p>KPI 4</p>	<p>Social Value</p> <p>Score available 1 to a maximum of 5</p>	<p>A score of 5 is merited if the Supplier provided more Social Value than their commitment within their Further Competition response.</p> <p>A score of 4 is merited if the Supplier provides the Social Value as committed within their Further Competition response.</p> <p>One mark should be deducted for each 10% delivered below the Suppliers quarterly commitment to the Participating Authority.</p> <p>The score proposed by the Supplier must be supported by evidence.</p> <p>The score will be agreed at a quarterly meeting between WECA and the Supplier.</p> <p>A score of 2 or lower in two quarterly periods of any four successive reports could lead to WECA issuing a Default Notice.</p>
<p>KPI 5</p>	<p>Health &amp; Safety and Equalities</p>	<p>A score of 5 is merited if there was evidence of having an up to date Health &amp; Safety and Diversity and Equalities Policies, and evidence of adhering to this including regular trainings.</p> <p>A score of 4 is merited if there was evidence of having an up to date Health &amp; Safety - Diversity and Equalities Policy.</p> <p>A score of 3 is merited if there is neither evidence for adhering to up to date Health &amp; Safety, Diversity and Equalities legislation and practice, nor issues raised either.</p> <p>The score proposed by the Supplier must be supported by evidence.</p> <p>The score will be agreed at a quarterly meeting between WECA and the Supplier.</p> <p>A score of 2 or lower in two quarterly periods of any four successive reports could lead to WECA issuing a Default Notice with the exception that WECA reserve the right to take any action necessary if there has been a serious breach of either the Health &amp; Safety, Diversity and Equalities legislation.</p>

KPI 6	SME Payments	<p>A score of 5 is merited if the Supplier provided exceeded the SME spend target.</p> <p>A score of 4 is merited if the Supplier met the SME spend target.</p> <p>One mark should be deducted for each 5% delivered below the Suppliers commitment to the Participating Authority.</p> <p>For example, for a Work Package with a value of £150,000, scores would be allocated as follows:</p> <table border="1" data-bbox="501 707 1460 999"> <thead> <tr> <th>Score</th> <th>SME Spend</th> <th>Explanation</th> </tr> </thead> <tbody> <tr> <td>5</td> <td>£45,000</td> <td>£45k is more than 25% of £150k</td> </tr> <tr> <td>4</td> <td>£37,500</td> <td>£37.5k is 25% of £150k</td> </tr> <tr> <td>3</td> <td>£30,000</td> <td>£30k is 20% of £150k</td> </tr> <tr> <td>2</td> <td>£22,500</td> <td>£22.5k is 15% of £150k</td> </tr> <tr> <td>1</td> <td>£15,000</td> <td>£15k is 10% of £150k</td> </tr> </tbody> </table> <p>The score proposed by the Supplier must be supported by evidence.</p> <p>The score will be agreed at a quarterly meeting between WECA and the Supplier.</p> <p>A score of 2 or lower in two quarterly periods of any four successive reports could lead to WECA issuing a Default Notice.</p>	Score	SME Spend	Explanation	5	£45,000	£45k is more than 25% of £150k	4	£37,500	£37.5k is 25% of £150k	3	£30,000	£30k is 20% of £150k	2	£22,500	£22.5k is 15% of £150k	1	£15,000	£15k is 10% of £150k
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1	£15,000	£15k is 10% of £150k																		
<b>Performance Indicators - PI's</b>																				
<p>We acknowledge that the smooth running of this Framework Agreement relies on Participating Authorities providing quality information in good time and prompt payment. To monitor this the following client performance indicator are proposed.</p>																				

PI 1	<p>Commissioning Management</p> <p>Score available 1 to a maximum of 5</p>	<p>A score of 5 is merited if there was exceptional assistance in preparing the brief and the Work Package started on time.</p> <p>A score of 4 should be given if the commissioning process was smooth with no issues</p> <p>One mark should be deducted if the response to the brief was longer than 10 days and/or starting the Work Package was delayed beyond the agreed date</p> <p>The score proposed by the Participating Authority must be supported by evidence.</p> <p>The score will be agreed at a quarterly meeting between WECA and the Supplier.</p>
PI 2	<p>Financial Management</p> <p>Score available 1 to a maximum of 5</p>	<p>A score of 5 is merited if payments are made before the deadlines agreed in Work Package payment schedule.</p> <p>A score of 4 should be given if payments are made as per the Work Package payment schedule.</p> <p>One mark should be deducted for every two weeks of delay beyond the Work Package payment schedule.</p> <p>The score proposed by the Participating Authority must be supported by evidence.</p> <p>The final score will be agreed at a quarterly meeting between WECA and the Supplier.</p>
P1 3	<p>Communications</p> <p>Score available 1 to a maximum of 5</p>	<p>A score of 5 is merited if there was exceptional assistance in preparing the brief and the Work Package started on time.</p> <p>A score of 4 should be given if the commissioning process was smooth with no issues.</p> <p>One mark should be deducted if the response to the brief was longer than 10 days and/or starting the Work Package was delayed beyond the agreed date.</p> <p>The score proposed by the Participating Authority must be supported by evidence.</p> <p>The score will be agreed at a quarterly meeting between WECA and the Supplier.</p>

- 10.9 The KPIs and PI's will be reviewed on a quarterly basis.
- 10.10 A review meeting will be held, attended by the Commission Managers, relevant Work Package Managers and representatives of the relevant Participating Authorities. There will be an agenda and the meetings will be minuted by WECA.
- 10.11 The purpose of the meetings is to ensure regular review of the business and to nurture a good working relationship through effective communication and feedback.
- 10.12 The Supplier will also have the opportunity to comment on the performance of the Participating Authorities.

## **11.0 Payments**

- 11.1 Requests for payment will be made in line with the payment schedule agreed at the commencement of the Work Package. Payment of the invoice will be the responsibility of the Participating Authority who issued the Work Package. WECA will not have any responsibility for payment or disputes for any Work Packages that they did not issue.
- 11.2 All invoices should be sent to the Participating Authorities Work Package Manager or as directed by the Participating Authorities Work Package Manager and copied to the Client Commission Manager.
- 11.3 Payments will be made within the Participating Authorities payment terms (usually 30 days from receiving of invoice).
- 11.4 The Participating Authorities reserve the right to work with a successful supplier to implement a consolidated invoice procedure if deemed desirable.
- 11.5 It is expected that successful Suppliers will have signed up to the Prompt Payment Code and/or will be willing to report to WECA their Sub-Contract payment performance.

## 12.0 Summary

### 12.1 WECA will:-

- appoint a Client Commission Manager and Administrator to oversee the overall commission
- provide feedback on performance on the management of the overall commission

### 12.2 The Participating Authority will:-

- appoint a Work Package Manager for each Work Package.
- provide a Work Package Brief to the Supplier for each Work Package.
- instruct the Supplier in writing to undertake the works after the Proposal has been approved.
- advise the Supplier of any further action required at the completion of the Work Package.
- provide feedback on performance on each Work Package via a series of KPIs & PIs

### 12.3 The Supplier will:-

- appoint a Commission Director and Commission Manager to oversee the overall commission
- appoint a Work Package Manager for each Work Package.
- in response to each Work Package Brief, submit a Proposal to the Participating Authority for agreement
- provide the resources and take the actions necessary to undertake the Work Package.
- provide a monthly progress report to the Commission Manager and relevant Work Package Managers
- provide a regular and detailed progress reports as required in the Work Package Brief monitor progress on the commission and individual Work Packages and provide feedback on performance against a series of KPIs and PIs
- provide minutes of all meetings attended
- issue reports and attend meetings as specified in the Brief.
- provide monthly; invoices, progress reports and resources sheets

## 13.0 Legal and Terms and Conditions

- 13.1 This Framework Agreement will utilise the NEC4 Framework Agreement (high-level) and the NEC4 Professional Services Contract (work package level). The terms and conditions provided in those standard NEC4 Framework

Agreement/Contract will be supplemented by appropriate Z clauses, where needed and other terms and conditions as provided in this ITT. For avoidance of doubt in case of any conflict between NEC4 standard terms and any Z clauses or terms and conditions provided in this ITT, the respective Z clauses and terms and conditions provided in this ITT shall prevail.

- 13.2 To mitigate over burdensome contract management WECA will develop contract templates for Authorities who will be free to amend many of the terms at work package level, to reflect the nature, value and complexity of the work package.

There are, however, two key terms that are universal.

- Price Indexation: The maximum rates quoted shall be fixed for a period of two years from the commencement of the Framework Agreement.

Thereafter rates will be reviewed annually, and any changes will take effect in the first instance on 1st January 2022.

The rate revision will be based on the changes to the Consumer Price Index (CPI) as published in the January edition of the Monthly Digest of Statistics. This adjustment will not be routinely applied and will be subject to negotiation.

The percentage change in maximum rates will be based on the movement of prices between January of the previous year and January of the current year. (E.g. for the first review it will be the price change % between 1st January 2021 and 1st January 2022).

- Liability limits

Work Packages with a value of between £1 and £100,000: Liability will be limited to £5,000,000.

Work Packages with a value of between £100,001 and £1,000,000: Liability will be limited to £10,000,000.

Work Packages with a value of > £1,000,000: Liability will be decided at call off stage.

Due to the nature of a Framework agreement, it is impossible predict the exact characteristics of future work packages and therefore participating authorities may wish to re-visit these values at the call off

stage. Bidders are reminded that if awarded a place on to the Framework, they are not contractually obliged to accept a work package if they feel that the liability limits set by the participating authority are dis-proportionate.

#### **14.0 Exit Management Plans**

- 14.1 The following arrangements will apply to all Work Packages that are commissioned within the last 12 months of this Framework Agreement.
- 14.2 An individual new Work Package can be issued using this Framework Agreement up to the last 3 months of the duration of the Framework Agreement. With special permission from WECA a Participating Authority can issue a new Work Package within the last 3 months of the Framework Agreement, but such individual Work Packages MUST be able to be completed within 12 months of issued date.
- 14.3 An individual Work Package will be allowed to run on beyond the end of this Framework Agreement for a maximum period of up to 12 months.
- 14.4 If the Supplier is offered a Work Package by a Participating Authority that in their judgement will exceed a run on period of more than 12 months after the expiry of this Framework Agreement the Supplier MUST refuse the Work Package and advise the Participating Authority of the reason.
- 14.5 The Participating Authority reserves the right to procure the services of the Supplier for a new/additional piece of work where it is required to a previous Work Package beyond the end of this Framework Agreement arrangement for exceptional reasons. However, such a commission will be a separate procurement Work Package and will not form a part of this Framework Agreement arrangement.