**FRAMEWORK INFORMATION –**

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| **Version 2 –All changes tracked**  **Date of publication: 29-03-23**  **Changes made** |
| **Section 11 – various to reflect change from ‘People Rates’ to ‘MHA+ PSP Consultancy Rates’** |
| **11.6 – mileage calculation** |
| **6.16 – new clause relating to X4 Options** |
| **6.2 [ ] added to X4 Secondary Option** |
| **p25 - Annex D – Contract Flow Chart added (separate attachment)** |

**Version 2.2 04/10/23**

**6.2 – [ ] added to X8 to denote Client option**

**6.17 – new clause added**

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## INTRODUCTION

1.1 For the purposes of the tender process, Leicestershire County Council (LCC) is acting as the *Client* and the Contracting Authority on behalf of Midlands Highway Alliance Plus (MHA+).

## 1.2 MHA+ is an alliance of local authority members based in the East and West Midlands and other England regions. The member organisations of MHA+ (‘MHA+ Members) and its respective Boards and Working Groups are supported by the MHA+ Manager (defined in clause 6.7) and a small framework management team, alongside core team specialists funded by all MHA+ Members.

1.3 Once the Framework Agreement is awarded, the Client for the purposes of managing the Framework Agreement (only) shall be LCC, acting on behalf of Midlands Highway Alliance Plus (MHA+).

1.4 For clarity, and to distinguish this role from that set out at 1.5, LCC role in managing the Framework Agreement shall be referred to as the ‘Framework Client’.

1.5 Each MHA+ Member placing an Order via the Framework Agreement acts as the *Client* in relation to that standalone contract. References to *Client* in the documentation shall refer to the role of MHA+ Members in relation to standalone contracts (Orders), as distinguished from the role of the Framework Client at 1.4.

1.6 References in the Framework documentation to ‘the *Client*’ shall mean the MHA+ Member placing the Order in question unless a contrary intention is made clear.

1.7 The Professional Services Partnership 4 (PSP4) sits alongside the MHA+ Medium Schemes Framework 4 (MSF4) for scheme construction https://www.mhaplus.org.uk/work-streams/medium-schemes. Scheme delivery may involve the Suppliers of both of these frameworks, as per the discretion of individual MHA+ Members.

1.8 The precise make-up of the MHA+ is subject to change at any point over the Framework Agreement term. Any local authorities joining the MHA+ during the Framework Agreement term will be entitled to use the Framework and issue a Time Charge or Work/Order (‘Order’). The latest MHA Member list can be found at [MHA+ members](file:///C:/Users/dkingston/AppData/Local/Microsoft/Windows/INetCache/Content.Outlook/35FK3MXC/MHA+%20members)

## 1.9 For clarity, the local authority MHA+ Members at the point of tender publication are: Barnsley Metropolitan Borough Council; Bedford Borough Council; Birmingham City Council; Buckinghamshire Council; Cheshire East Council; Cheshire West & Chester Council; Coventry City Council; Derby City Council; Derbyshire County Council; Doncaster Metropolitan Borough Council; Dudley Metropolitan Borough Council; Herefordshire Council; Lancashire County Council; Leicester City Council; Leicestershire County Council; Lincolnshire County Council; Milton Keynes Council; North Northamptonshire Council; Nottingham City Council; Nottinghamshire County Council; Oxfordshire County Council; Peterborough City Council; Rotherham Metropolitan Borough Council; Rutland County Council; Sandwell Metropolitan Borough Council; Shropshire Council; Solihull Metropolitan Borough Council; Staffordshire County Council; Stoke-on-Trent City Council; Telford and Wrekin Council; Walsall Council; Warwickshire County Council; West Midlands Combined Authority; West Northamptonshire Council; Wolverhampton City Council; Worcestershire County Council.

1.10 Some MHA+ Members may enter into joint ventures or partnerships with other organisations, both public and private, and may require that organisation to place Orders on their behalf.

1.11 In the event of any ambiguity, references in the tender / contract documentation to the *Supplier* shall refer to the obligations of the *Supplier* under the Framework Agreement; references to the term *Consultant* shall refer to the obligations of the *Supplier* under each individual Order.

## 2. FRAMEWORK SCOPE

2.1 The PSP 4 *framework* *scope* includes all services required for the execution of the design and supervision of highway, civil and municipal engineering works. Typical services may involve, but not exclusively relate to: highway improvements, highway maintenance, highway infrastructure works (including bridges, subways, culverts and retaining walls), public realm works (town centre enhancements), drainage improvements, canal works and other infrastructure works such as waste management facilities.

A more comprehensive list of services included within the *framework scope* is included at Annex A to this Framework Information.

2.2 The Framework consists of two lots:

Lot 1: Consultancy Services, with 3 *Supplier*s,

Lot 2: Temporary Professional Staff & Secondments, with 2 *Supplier*s*.*

2.3 Such services will be undertaken within the administrative boundaries of the existing MHA+ Members (on behalf of the local authorities concerned or any other publicly-funded body working in conjunction with MHA+ Members) or other such bodies located within or adjacent to the geographical area that become MHA+ Members during the term of the framework.

2.4 The administrattive boundaries, and sub-regional split, of the existing MHA+ Members are set out in the following map. The sub-regions mirror those identified for the Medium Schemes Framework 4.

2.5 Link to MHA+ sub-regional map 2022 [**MHA+ Map**](https://www.mhaplus.org.uk/download/professional_services/psp_4_procurement_background_information/W0468-MHA-MEMBERS-MAP-2022-SUB-REGION-PSP-0110.10.pdf)

2.6 The sub-regional split of MHA+ is further detailed in Appendix E.

# FRAMEWORK VALUE

3.1 The anticipated total value of the Framework Agreement is estimated to be between £120,000,000 - £950,000,000.

The lower range of this value banding reflects forecasts based on a four-year Framework term, based on the volumes of the previous PSP framework (PSP 3).

The higher range of this value banding reflects forecasts based on all extension options being taken and factoring in projected growth and estimated inflation.

The indicative split of work by Lot is as follows:

Lot 1: 45% of the value of all Orders

Lot 2: 55% of the value of all Orders

## Details of potential future expenditure are given by the *Client* in good faith as a guide to current planning to assist Tenderers in submitting Tenders. They should not be interpreted as an undertaking to purchase services to any particular value and do not form part of the Framework Agreement.

# FRAMEWORK TERM

4.1 The Framework Agreement shall commence on 28th August 2023 and be awarded for an initial period of four years.

4.2 The Framework Agreement shall include options to extend for two further periods of up to two years each, up to a maximum of a further 4 years in total.

The maximum term of the Framework Agreement shall therefore be eight years, broken down as follows:

Initial Term: Four years

1st extension period: up to two years

2nd extension period: up to two years

4.3 Any extensions of the Framework Agreement shall be at the sole discretion of the MHA+ Executive Board, on the recommendation of the MHA+ Programme Board, on behalf of the Framework *Client.*

4.4 The Framework *Client* reserves the right to extend both Lots, one Lot only, or neither Lot of the Framework Agreement.

4.5 The criteria for extending the Framework *end date* will include, but not be limited to:

* + - 1. the value of the Orders placed does not exceed that stated in the Find a Tender Service (FTS) notice;

# The performance of the Suppliers

* + - 1. *Suppliers* have passed a further financial check consistent with the checks carried out at the Selection Questionnaire stage of the framework tender process

# the Framework is meeting the MHA+ Members’ requirements and procurement strategies.

* + - 1. Benchmarking indicating that the Suppliers and Framework as a whole are providing good value for money for MHA+ Members.

## 5. AIMS AND OBJECTIVES

5.1 The overall aim of MHA+ is ‘to work collaboratively to support its member authorities in providing effective, efficient, innovative and sustainable, customer focussed highway services[[1]](#footnote-2)’. This will be achieved by:

* Developing and sharing best practice in delivering highway services.
* Providing effective routes to market that reflect the quality, innovation and value for money the MHA+ strives for.
* Influencing the national agenda by direct participation and lobbying.

5.2 Further, the aim of MHA+ is to continue to achieve high quality highways, public realm and infrastructure at improved value for member organisations by combining and sharing resources achieved through the use of agreed best practice procurement and project management principles including:

* Long-term collaborative framework agreements, providing responsive procurement options to secure the delivery of highway schemes and services
* Partnering principles and convergence to best practise through continuous improvement, knowledge sharing and innovation
* Performance management and incentivisation through measurement and benchmarking
* Wider industry collaborations for highway activities, as agreed by MHA+ members
* Partnering principles and open book accounting throughout the supply chain
* Early *Supplier* Involvement including all key members of the supply chain
* Risk sharing and management
* Promotion of the work of MHA+

**PSP 4 Key Principles**

5.3 The aim of this Framework Agreement is to develop a partnership to support MHA+ in the achievement of their overarching aim and objectives. To achieve this, all parties shall act in accordance with the following Key Principles:

**openness and trust**

* Promote and sustain a co-operative and business-like culture within the partnership, with a spirit of openness, transparency and trust, through honest conversations, open book accounting and knowledge sharing

**partnership and collaboration**

* Work in partnership with PSP 4 *Clients* and *Supplier*s for continuous improvement in framework development and in the development and delivery of the business plan
* Work collaboratively and drive collaboration across the MHA+ and throughout the supply chain to ensure continuous improvement and maximise the benefits for highway service delivery
* Work collaboratively with MSF4 contractors and throughout the supply chain to ensure continuous improvement in scheme delivery

**innovation**

* Encourage the development and sharing of innovation, implementing change quickly and effectively

**value for money**

* Ensure best value within given constraints of time, cost, process and output

**teamwork in delivery**

* Integrate public and private sector skills in delivering professional services with open and honest joint working between partners and their suppliers
* Have shared objectives and clear lines of communication and accountability
* Have an open and realistic approach to risk management and sharing of risk

**conflict resolution**

* So far as possible, avoid conflicts or disagreements and, should they arise, resolve them promptly together

**carbon and climate**

* Consider carbon and the environment and opportunities for mitigation in services and scheme delivery

**resilience, capability and skills**

* Support in-house capability of MHA+ clients and *Supplier*s through the continuous development of workforce skills and investment in staff training
* Promote career opportunities across MHA+ to attract a diverse workforce that will help address workforce shortages and futureproof the industry

**social value**

* Provide targeted social value benefits to the local communities comprising the MHA+ geographic region

5.4 MHA+ recognise that a partnership culture at both an operational and strategic level offers significant benefits for all parties, particularly in a long-term contractual relationship. It will, therefore, encourage relationships with its partners which are:

* friendly but business-like;
* proactive rather than reactive;
* interdependent;
* flexible, where all parties are prepared to change;
* respectful of differences
* fair, open and honest
* with risk appropriately proportioned
* governed by relationship management plans to ISO44001 as appropriate
* able to resolve disputes quickly and fairly
  1. In addition to the overarching aims and objectives set out above, MHA+ is committed to increasing the equitability of workload share between *Supplier*s on the PSP 4 Framework as measured against previous iterations.

A variety of call off options have been included as part of the Selection Procedure (Annex B) to support increased choice of *Supplier* for MHA+ Members, and workload share will be a key measure in assessing the overall performance of the Framework against strategic aims.

## 6. CONTRACTUAL ARRANGEMENTS

6.1 The PSP 4 Framework Agreement is based upon the NEC 4 Framework Contract (June 2017), and is split into two lots, one for Consultancy Services and one for Temporary Professional Staff & Secondments.

6.2 Orders in Lot 1 will be issued using the core clauses of either:

* **NEC 4 Professional Services Short Contract (PSSC) (June 2017);** or
* **NEC 4 Professional Services Contract (PSC) (June 2017)** main **Options A, C, or E** (as specified on the Order), Option for avoiding and resolving disputes **W2** and secondary Options **X1**, **X2, [X4], [X5], [X7], [X8], X9, X10, X11, X18, and** **Y(UK)2 and Y(UK)3 and Z clauses,** all as defined in Contract Data Part 1.
  1. The NEC 4 secondary option clauses (in particular the X clauses) are available for a Client to use for specific Orders at the sole discretion of the individual Client.

6.4 Orders in Lot 2 will be issued using the core clauses of the **NEC 4 Professional Services Short Contract (PSSC) (June 2017)**.

6.5 For the purposes of the tender process, LCC is acting as the *Client* and the Contracting Authority on behalf of MHA+.

6.6 Once the Framework Agreement is awarded, the *Client* for the purposes of managing the Framework Agreement (only) shall be LCC, acting on behalf of MHA+. For clarity, and to distinguish this role from that set out at 6.9, LCC role in managing the Framework Agreement shall be referred to as the ‘Framework *Client’*.

6.7 As Framework *Client* LCC shall appoint a “MHA+ Manager” for day-to-day management and oversight of the Framework.

6.8 Once the Framework Agreement is awarded, any MHA+ Member (this includes any organisation that may become a member during the Framework Term), will be able to place an Order under it with a Framework *Supplier*. Each Order will create a separate, stand-alone contract between the MHA+ Member who placed it and the relevant *Supplier*.

6.9 The MHA+ Member placing an Order acts as the *Client* in relation to that standalone contract. References to *Client* in the documentation shall refer to the role of MHA+ Members in relation to standalone contracts (Orders), as distinguished from the role of the Framework *Client* at 6.6.

6.10 LCC will have no liability in relation to Orders placed by MHA+ Members, except in relation to Orders which it places itself.

6.11 Irrespective of who places them, Orders will be deemed to incorporate by reference all of the relevant information and arrangements set out in the Framework Agreement.

6.12 Once the Framework Agreement has been executed by the Parties, the *Client* shall issue Orders, as and when required, for any of the services described in Annex A to this Framework Information, with quotations based on the *quotation procedure* defined at Annex C.

6.13 Each MHA+ Member acting as *Client* will issue Orders, agree quotations and pay invoices individually.

6.14 For all options, the C*lien*t shall ensure that the Orders include any additional Contract Data Part 1 information required to define the *service*.

6.15 There will be no guaranteed income or workload from any of the MHA+ Members and each MHA+ Member will have the freedom to procure services from *Supplier*s outside of the Framework Agreement.

Ultimate Parent Company Guarantee and Parent Company Guarantee

6.16 On Lot 1 PSC contracts, the MHA+ Member acting as *Client* is at liberty to accept a Parent Company Guarantee from the Supplier’s immediate parent rather than the Ultimate Parent Company Guarantee provided for by secondary Option X4, provided that the immediate parent meets the financial due diligence criteria of the *Client*. [CQ26.1]

Collateral Warranties

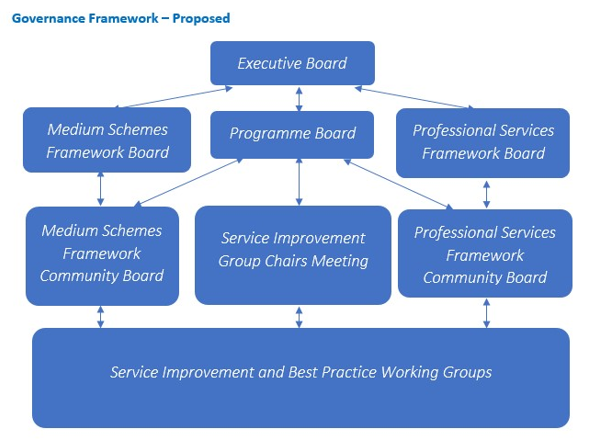
6.17 The form of collateral warranty (X8) shall be agreed by the Client and Supplier as part of an Order. [CQ8 – 2A]

## 7. FRAMEWORK AGREEMENT GOVERNANCE

7.1 Each *Supplier* will be required to send a representative to attend each of the following Boards and Working Groups:

a) A MHA+ Professional Services Partnership Framework Board comprising senior officers from MHA+ Members and a representative of each *Supplier* will give strategic direction, co-ordination, supervision and management of the overall performance of both Lots of the Framework Agreement. The Framework Board will meet at three monthly intervals in the first year of the Framework and thereafter six monthly. The Framework Board will report to the Executive Board

b) Professional Services Partnership Framework 4 Community Board (FCB), comprising representatives of each MHA+ Member using PSP4, and a representative of each *Supplier, w*ill meet bi-monthly to review contract issues, workload, integration, performance, innovation, shared learning and other matters which might arise. The FCB will report to the Framework Board and the Programme Board as indicated below:



c) Best Practice Working Groups (‘Working Groups’) attended by those invited by the PSP FCB, will be established to ensure issues are addressed and performance is analysed on a regular basis. The extent to which *Supplier*s will be requested to engage with the Working Groups will vary, recognising that the *Supplier*’s willingness to commit to resource will be informed on the volume of work being awarded via the Framework.

d) Day to day management and oversight of the Framework will be provided by the MHA+ Manager, assisted by a small Framework management team and core team specialists, such as the Skills and MHA+ Development Manager.

7.2 The purpose of the FCB is to create a team-focused community to ensure that there is continued improvement in the quality and performance of the Professional Services Partnership 4 (PSP 4) Framework, with the aspiration of achieving a sustainable performance standard that all parties to the Framework can be proud of.

Its objectives are to develop a partnership that enables achievement of PSP 4 framework principles and to have a level of engagement that ensures that there is both ownership and commitment at all levels in the organisations supporting the PSP 4 framework. It will focus on providing peer support, developing an understanding of FCB member requirements and challenges, developmental as well as business issues, solving issues, and establishing a culture of performance monitoring, evaluation and review for continuous improvement.

Expected outcomes include work to: identify key priorities; develop the Framework to be a leader in terms of service delivery and innovation as well as a centre of excellence for highway related and other professional services; assess how available resources can be accessed and reduce duplication; agree consistent framework performance and evaluation methodologies; agree consistent administration systems (recording, monitoring and review); and consider how to incorporate relationship management as part of delivery.

7.3 The FCB will act impartially and with a stakeholder-focused approach. To ensure a collaborative culture is maintained, the members of the FCB are all able and responsible for contributing to, and influencing, the performance of the Framework Agreement.

The FCB shall refer to the Framework Board any matter that it considers appropriate in respect of amendments to the MHA+ performance toolkit or any other element of the Framework Agreement, originating from the Best Practice Working Groups or otherwise.

7.4 The FCB acts to co-ordinate and manage the Best Practice Working Group process.

7.5 Best Practice Working Groups, attended by those invited by the FCB, may be established within the framework or across the wider MHA+ to ensure issues are addressed and performance is analysed on a regular basis. These Groups may focus on the following areas or other identified priorities as agreed:

* Commercial;
* Performance;
* Innovation, efficiency and improvement, such as digital working;
* Best practice and value engineering;
* Health and safety;
* Skills;
* Carbon and environment;
* Social Value;
* Quality Plans; and,
* Sustainability.

7.6 A Process Manual will be developed by the FCB which will set protocols for:

* Managing finance
* Managing the workload
* Nomination of staff and roles
* Design brief preparation and update
* Commission proposal approval and target setting
* Commonality of scheme documentation and paperwork
* Managing performance of the framework, with both internal and external indicators

7.7 The purpose of the Process Manual will be to promote:

* Timely programming which facilitates the design and procurement process
* Robust monitoring of spend against available budget/funding streams
* A clear definition of roles
* A structured approach to developing and managing scheme briefs and commission proposals
* Proactive performance management
* Sound project monitoring
* Verification that inputs have generated the expected outcomes

7.8 **Transparency Requirements**

## The MHA+ Member (the *Client*) awarding Orders under this Framework Agreement will be responsible for complying with the transparency requirements in relation to award. This can include publishing details of contracts awarded in Contracts Finder or any other actions to ensure compliance with public sector transparency requirements. For avoidance of doubt, LCC will not be responsible for placing such notices on behalf of any *Client* other than where LCC is placing an Order itself.

**7.9 Compliance with Minimum Requirements**

7.9 The *Supplier* will maintain compliance with the relevant requirements applicable to this Framework Agreement throughout its term. This includes relevant requirements as per the SQ, to include:

* maintaining insurance cover equal to or greater than the minimum requirements included in the SQ;
* maintaining all relevant professional certifications and qualifications, including in relation to health and safety, both at an organisational and individual consultant level;
* maintaining compliance with Modern Slavery Act, and other applicable legislation.

7.10 The *Client* may request evidence to confirm compliance with the above prior to awarding an Order to the *Supplier*. Such compliance checks can include requesting copies of insurance certificates or confirming the *Supplier’s* financial standing meets the minimum requirements set for this Framework Agreement. In the event whereby the *Supplier* fails to meet the minimum requirements set, the *Client* may elect not to proceed with the award or seek additional/equivalent assurances as required by the *Client*.

## 8. DISPUTE RESOLUTION

8.1 Both PSC and PSSC have Dispute Resolution Clauses which can be invoked. However, disputes can be very time consuming and expensive and, in an attempt to avoid costs arising, if both the *Client* and *Supplier* agree, the following course of action should be taken:

* The dispute will initially be dealt with at *Client* design office level. If this fails to resolve the dispute, it will be referred to *Client* management level. Should the dispute still not be resolved it should be passed to the MHA+ Manager or Framework Community Board and may be escalated through the governance boards prior to it being referred to arbitration.

9. MANAGEMENT INFORMATION (MI)

9.1 The *Supplier* shall provide to the MHA+ Manager the following information on a quarterly basis to support Framework transparency, performance management and continuous improvement requirements. This list is not exhaustive, and the *Supplier* will be expected to collaborate with the MHA+ Manager regarding the information provided.

9.2 The *Supplier* shall provide the information in a format which allows for further analysis, interrogation and reporting by the MHA+ Manager.

9.3 The *Supplier* shall provide the following MI as a minimum for all Orders. The MI shall cover the quarter previous, in addition to providing a consolidated ‘running total’:

a) MHA+ Member (Client)

b) MHA+ region

c) contract value at point of Order

d) contract term

e) actual costs at Order Completion (value invoiced)

f) contract form (PSC / PSSC)

g) Specialism / Salary Banding

h) reporting on any social value metrics delivered – broken down by MHA+ Member and region selection procedure used to award

In addition, for Lot 2 only:

i) Time to fill vacancy

j) Charge rates for any Off-Band staff

k) Whether Order is for full time equivalent (fte) staff or part time

## 10. PERFORMANCE MANAGEMENT

10.1 Following the Completion of each Order, the *Client* and the *Supplier* will be asked to complete a 360° Project Feedback questionnaire to assess performance and identify opportunities for improvement. These questionnaires are set out at Appendix B (Lot 1) and Appendix C (Lot 2).

10.2 Within three months of Framework Agreement commencement, the Framework Community Board will develop and agree the framework level KPIs that will enable the performance of the Framework to be measured adequately across the *Supplier*s, MHA+ Members and against national indicators.

10.3 The KPIs will build on the Project Feedback questionnaires completed by *Clients*. The precise performance measures and targets will be agreed between the parties, but will include the following areas as a minimum:

10.3.1 **Lot 1:** Indicative Key Performance Indicators (KPI)

|  |  |
| --- | --- |
| **KPI Theme** | **Minimum indicative performance measure/theme to be included** |
| Quality | applied understanding of *Client* requirements  *Client* satisfaction  Project management |
| Time | milestone / completion targets achieved |
| Communication | Reports, accuracy, timeliness |
| Responsiveness | Productivity, time to respond, completion targets |
| Financial Control | accuracy of fee estimates versus actual costs |
| Value for Money | efficiency savings, benchmarking |
| Risk management | Health & Safety |
| Innovation | design solutions |
| MHA+ skills & development | Shared learning |
| Social Value | carbon reduction, local economic impact |

10.3.2 **Lot 2: Indicative Key Performance Indicators (KPI)**

|  |  |
| --- | --- |
| **KPI Theme** | **Minimum indicative performance measure/theme to be included** |
| Quality | Project management  Team working, integration |
| Responsiveness | Productivity, time to respond, completion targets,  time to fill vacancy (Lot 2 only) |
| Communication | Reports, accuracy, timeliness |
| Innovation | Problem solving |
| Value for Money | efficiency savings, benchmarking |
| Risk Management | Health & Safety |
| MHA+ skills & development | Shared learning |
| Social Value | carbon reduction, local economic impact |

10.4 The agreed Framework level KPI will be reported to the Framework Community Board on a quarterly basis.

10.5 The *Client* reserves the right to incorporate consideration of the performance of the *Supplier*, as measured against the Framework level KPIs, in awarding Orders under the Framework. This is further detailed in the Selection Procedure.

## 

## 11. PRICING

**General**

11.1 The Prices submitted in the framework *quotation information* represent the maximum Prices that can be applied by the *Supplier* on any Order (prior to the addition of indexation to MHA+ PSP4 Consultancy Rates as applicable). The *Supplier* may propose to offer a discount against the prices in the Framework *quotation information* on any specific quotation or Order.

**MHA+ PSP4 Consultancy Rates**

11.2 MHA+ PSP4 Consultancy Rates provided in the *quotation information* shall include all of the *Supplier’s* costs in employing the people including overhead charges and the MHA+ Framework Levy and for the avoidance of doubt the following costs:

* + 1. managerial & admin support (other people’s time);
    2. quality management systems including time spent on system development, writing procedures/work instructions, library maintenance, customer feedback, complaints, auditing etc; (other people’s time)
    3. training & CPD; (other people’s time)
    4. training fees;
    5. Other including:
  1. accommodation;
  2. transport costs/subsistence;
  3. stationery;
  4. supplies & services;
  5. insurances;
  6. computer infrastructure
  7. computer software including licences;
  8. photocopying (including colour copies where appropriate), plan printing, report binding;
  9. communication equipment including telephones, mobiles, video conferencing facilities and the like.
  10. marketing;
      1. The *Supplier’s* (Employer’s) National Insurance contributions
      2. The *Supplier’s* (Employer’s) pension contributions
      3. Any other payroll costs e.g., any special allowances paid by the *Supplier* for example professional subscriptions, relocation expenses, subsistence etc.;
      4. transport costs including provision of vehicles, car allowances, mileage (except for *Client’s* base to site for Lot 2 seconded staff), fuel, parking charges, hire car or taxi, and flights, insurance, etc as appropriate.
      5. All travel time except:

n *Client’s* administrative base to site for any staff co-located or seconded to the *Client’*s office, and

n or other staff visiting site, the lesser of the time taken to travel from the *Client’s* administrative base to the site or the *Consultant’s*’ nearest office and the site.

11.2.11 Insurances include Public Liability, Employers Liability and Professional Indemnity insurance as required under the terms of the Framework Agreement;

11.2.12 Strategic engagement in the Framework, including preparation and participation in the Framework Board and Framework Community Board meetings, and its sub-groups, detailed in section 7 of the Framework Information, including administrative support, and engagement in MHA+ Collaborative Working Groups as agreed;

* + 1. performance management including provision of management information as per sections 9 and 10 of the Framework Information;
    2. development and maintenance of an Integrated Management System;
    3. partnering workshops and meetings involving internal staff and those of the *Supplier*’s supply chain;
    4. development of initiatives as indicated in section 7 of the Framework Information.
    5. any enhancements paid for additional hours, overtime, weekend and night work, where these are not specified as additional, project specific requirements as part of the Order by the *Client*.
    6. corporate management and profit.
    7. MHA+ framework levy of 1%

## 11.3 Price adjustment for inflation

## 11.3.1 Price adjustment applies to MHA+ PSP4 Consultancy Rates – as set out in the Contract Data Z Clauses.

## 11.3.2 The index is the Highway Term Maintenance Indices Working Category10/3 produced by BCIS for HTMA.

## 11.4 Regional multiplier – Lot 1, PSSC contracts

To accommodate differences in *Supplier* costs in working for different MHA+ Members, regional multipliers are included as part of the *quotation information* for each of the four sub-regions of the MHA+ and will be applied to the MHA+ PSP4 Consultancy Rates for Lot 1, PSSC quotations and Orders.

## 

## 11.5 MHA+ Framework Levy

MHA+ costs of developing the Professional Services Partnership Framework is recovered by applying a 1% levy to all work procured through the Framework.

The Framework Client will invoice each *Supplier* on an annual basis for 1% of the invoiced value of work that has been carried out by that *Supplier* over the financial year.

The Levy will be included in MHA+ PSP4 Consultancy Rates for PSSC Contracts (Lot 1 and 2), and in the *overhead percentage* for PSC contracts.

## 11.6 Mileage

Mileage will not be reimbursed except for staff based in the *Client’s* offices who are required to travel from that office to a site. Where mileage is reimbursable under this provision, costs will be paid at the prevailing HMRC rate at the time of commencement of the Framework, and adjusted to the prevailing rate on the anniversary of that date .

**12. AUDITS**

Open book accounting procedures will be used at both Framework and Order level to audit costs. Those involved in overseeing delivery of Orders or managing the Framework must be able to interrogate these auditable costs so that a collaborative approach can be made to reducing any waste and inefficiency thus minimising costs.

## ANNEX A – SCOPE OF SERVICES

## 1. Overview

1.1 The services provided through the Framework Agreement will comprise any of the services listed below to be carried out within the area described in the Framework Information.

The information below reflects the indicative minimum requirements; it is not an exhaustive list of the roles or services that may be required.

**2. Lot 1 – Consultancy Services**

2.1 The Scope of the PSP 4 Framework is broad and intended to cover all aspects of MHA+ Members’ highways related requirements. This may be in relation to wider highway service delivery as well as delivery of the capital works programme. The work may be packaged as projects that cover complete scheme delivery or specific tasks or specialisms to enable authorities to deliver a range of services, including major highway improvements, highway maintenance and road safety projects, town centre regeneration schemes and transport studies.

2.2 *Supplier*s must be capable of delivering all of the services set out at Annex A – section 4 and Appendix A, covering all specialisms / activities, for all regions that they have been awarded. The services may be delivered directly, or via the *Supplier*’s supply chain.

2.3 Co-location of *Client* teams and *Supplier* staff and the establishment of joint teams for special projects will be considered and included by the *Client* in Orders if deemed beneficial.

**Offshore Resources**

2.4 Offshore Resources refers to the provision of consultancy services by *Supplier* staff base outside of the UK. For clarity, it does not refer to any back-office staff or processes that are based outside of the UK and not directly involved in the Order.

2.5 *Supplier*s approved to supply Offshore Resources may include Offshore Resources in their Mini-Tender quotationwhere the Client explicitly allows for this in their project brief.

2.6 Where the *Client* does not make explicit reference to allowing delivery via Offshore Resources in their project brief, the *Supplier* shall not include any Offshore Resources in delivery of the services.

2.7 In providing Offshore Resources as part of an Order, the *Supplier* must provide details in the *quotation* relating to how these will be deployed, including:

2.7.1 A breakdown of the resources / activities to be delivered by UK based staff alongside those to be delivered by Offshore Resources

2.7.2 the pricing breakdown between UK based staff and Offshore Resources, in accordance with the framework Prices.

**3. Lot 2 – Temporary Professional Staff & Secondments**

3.1 The scope of the PSP 4 Framework is broad and intended to cover all aspects of MHA+ Members’ highways-related requirements This may be in relation to wider highway service delivery as well as delivery of the capital works programme.

3.2 Temporary professional staff or secondments are required to enable authorities to deliver a range of services, including major highway improvements, highway maintenance and road safety projects, town centre regeneration schemes and transport studies and may be drawn from a variety of highway and transportation specialisms.

3.3 *Supplier*s must be capable of providing staff capable of delivering all services set out at section 6.0 of this Annex A, covering all specialisms / activities, for all regions that they have been awarded. The services may be delivered directly, or via the *Supplier*’s supply chain.

**4. Off-Band Staff**

4.1 There may be occasions, by exception, where a candidate is required to fill a role that sits outside of the agreed PSSC Staff Charge Bands (‘Off-Band Staff’).

4.2 In such instances, the *Supplier* and the Client shall agree the prices to be payable for the specific candidate. The prices are to be determined by the hourly/day rate payable to the candidate, in addition to the Off-Band *fee* percentage charged by the *Supplier*, as set out in the *quotation information,* and incorporating any discounts to that Off-Band fee percentage.

4.3 The *Supplier* shall notify the Framework Client of any such agreements made with the *Client* within 48 hours, along with a CV and justification (using standard MHA+ template).

5. Both Lots *–* Staff Charge Banding Approval

5.1 In order to facilitate Orders using the NEC4 PSSC, any staff working for a *Supplier* on PSSC Orders for either Lot will be allocated a specific Staff Charge Band, in accordance with the person specifications set out at Appendix A.

5.2 A CV and justification (using standard MHA+ template) for that member of staff against the person specification for the proposed charge band will be submitted by the *Supplier* to the *Client* for approval. Once approved by one Client, the approved banding will apply for Orders for any MHA+ Client for a similar role. The Charge Band may be reassessed where the staff member gains further qualifications or undertakes more senior duties.

5.3 The Staff Charge Band approval process is further detailed at Appendices D1:D3.

# Both Lots – Indicative services to be delivered by Specialism

6.1 The following list at 6.3 is an indicative list of services to be delivered under the PSP4 framework, either as part of a service delivered under Lot 1, or as part of an individual staff member’s role under Lot 2.

6.2 The list is not exhaustive and may be amended or added to at any point over the framework term.

6.3 List of services:

1. **General Civil and Municipal Engineering**

Policy and Strategy:

LTP preparation; local transport strategy including network management plans and other management plans, planning and appraisal; project appraisal and prioritisation; action plans and integrated programmes; demand strategy and road pricing; feasibility and pre-investment studies; health impact policy reporting; funding bids

Consultation:

Processing, analysis and reporting; exhibitions and publicity; leafleting and web project design; satisfaction surveys;

Accessibility Planning:

Accessibility studies, solutions and monitoring;

Travel Planning:

Parking studies and travel planning;

Bus and Rail Services;

Bus showcase and bus quality corridors; bus interchanges; bus accessibility and service provision; demand forecasting and simulation; integrated ticketing; public transport information and access signing; rail corridor studies; park and ride; public transport timetabling, design of railway features;

UTC and Intelligent Transport:

Strategic development and evaluation; traffic signal design; variable message signs; real time data information; urban traffic management, engineering and control; data communications; travel and transport data integration; automated enforcement systems; asset management;

Traffic Management:

Traffic regulation orders; congestion management plans; decriminalisation of car parking and enforcement; monitoring and evaluation;

Rights of Way:

Improvemen plans; GIS network mapping;

Preliminary and Detailed Design:

Business case development and assessment; geotechnical design; major/minor highway and junction design; highway maintenance and improvements; structural inspection, assessment and checking;: bridges and structural design; canal engineering; feasibility studies and project analysis; building design; pavement engineering; rail engineering; general civil engineering design; design of civic amenity sites; design of incinerator sites; statutory procedures and inquiries; traffic management engineering and design; pedestrian facilities and pedestrianisation; cycle routes; street lighting/traffic signal design; design of surface water and foul sewage systems including pumping stations, SUDS design, safety engineering; bus/rail facilities; programme and project management, GIS/CAD.

Tender and Contract Documents:

Preparation of specifications, drawings and contract documents; procurement management and evaluation; maintaining harmonised specification and standard details

CDM Regulations:

CDM client’s representative/coordinator; designer’s responsibilities under Regulation 13; health and safety plan generation; road safety audits;

Site Supervision:

Contract supervision and administration; measurement, valuation and certification; conformance and acceptance testing;

Highways Development Control:

Assessment of TIAs; Section 38, 52, 106 and 278 agreements; development impact analysis; policy and guidance reviews;

Traffic and Travel Surveys:

Scheme before and after evaluation; traffic and congestion monitoring; journey time monitoring; parking studies; accident investigation and casualty reporting;

Asset Management:

Highway asset management plans; road pavement management plans;

**Specialisms:**

**B. Environmental Specialism**

Pollution Control specialist,

Environmentalist

Environmental scientist

Ecologist

Bat Specialist

Arboriculture specialist

Noise and Air Quality specialist

Acoustics and Vibration specialist

Sustainability specialist

Sustainable Construction specialist

Environmental Appraisal:

Strategic environmental assessment;

Stage 1, 2 and 3 DMRB; impact appraisals;

Sustainability appraisals

Environmental Monitoring;

Air quality/noise modelling and monitoring;

**C. Geotechnical Specialism**

Geo-environmental specialist/scientist

Ground Engineering specialist

Site investigation and geotechnical studies;

Geology and geo-technics

Analytical pavement design

**D. Planning/Transport planning specialism**

Qualified Town Planning

Transport Planning

Development Services

Strategic land use and transport modelling; local network modelling

**E. Surveying**

Land Surveys

Topographical surveys

Mineral surveys

Ground Radar Surveys

Environmental surveys

Site investigations and Geotechnical surveys

**F. Contaminated land specialism**

Contaminated Land specialism

Remediation and reclamation design;

Contaminated land related desktop studies

**G. Water and flood management specialism**

Flood Risk specialism

Hydrology

Water Engineering

Scientist/Chemist

**H. Waste specialism**

Waste Management

Materials and Waste Planning

**I. Archaeological and built heritage**

Archaeological specialism

Built Heritage specialism

**J. Mechanical/electrical engineers**

Mechanical Engineer

Electrical Engineer.

**K. Landscape Architecture**

Landscape Architecture

**L. Other**

Health & Safety specialist

Information Systems specialist

Architecture

Reservoirs

**2. PERSON SPECIFICATIONS**

The indicative services at section 6.0 of Annex A will be carried out by staff with the Person Specifications as set out at Appendix A.

Whilst these person specifications are not exhaustive it shall be considered that where referred to, experience shall be relevant. All skills and abilities should be evidenced by examples as part of the Staff Charge Bands approval process (see Appendix D1:D3).

Where listed under the heading of desirable these should be considered as required but will be waived by the Client where the ability of the individual can be evidenced to perform at the required level for the specific project they are servicing.

At the head of each description, the equivalent grade at Leicestershire County Council (LCC) is given as a guide (only).

**3. Framework Information Appendices**

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| Appendix A – Person Specifications |
| Appendix B - Project Feedback questionnaire – Lot 1 |
| Appendix C - Project Feedback questionnaire – Lot 2 |
| Appendix D1 – Staff Charge Band approval process (process 2)   * Activity Note   Appendix D2 – Staff Charge Band approval process (process 2)   * Flow Chart   Appendix D3 MHA+ Lot 1 - Process 3 Flow Chart |
| Appendix E – List of MHA+ (Sub) Regions |

**Annex B – Selection Procedure**

[see document2.2 - Annex B Selection Procedure**]**

**Annex C – Quotation Procedure**

[ see document 2.3 Annex C Quotation Procedure]

**Annex D – Contract Flow Chart**

**[see document 2.11 Annex D – Contract Flow Chart]**

1. MHA+ business plan 2022/23 [↑](#footnote-ref-2)