|  |  |
| --- | --- |
| Process 1 – Activity Notes | |
| **1.** | **Identify Work to be Delivered** |
|  | A *Client* within a MHA+ member authority identifies work to be briefed (or potentially briefed) to a Lot 1 Supplier using the MHA+ PSP 4 contract. |
|  | Work may include:   * packaged work to be briefed to the *Supplier* to deliver in its entirety * a project to be delivered by an integrated Local Authority/ *Supplier* team. |
|  | The scope of services covered under the contract is listed in the PSP 4 Framework Information |
|  |  |
| **2** | **Inform your MHA+ Lead Representative** |
|  |  |
|  | The *Client* notifies their authority MHA+ lead representative of their intentions and proceeds as advised. |
|  | If there is a query regarding the proposed work being included in the scope of services, this should be raised with the MHA+ PSP 4 Framework Manager, via the Authorities lead representative |
|  |  |
| **3.** | **Hold Point: Choose Lot 1 Selection Procedure** |
|  |  |
|  | Selection options are as defined in PSP 4 Framework Information Annex B: Selection Procedure |
|  | * direct award based on the overall ranking of *Supplier*s on the basis of their overall tender score (i.e. Quality and Price), prior to regional modifiers being applied to that score * regional direct award based on the ranking of *Supplier*s on the basis of their overall tender score for the Region in which the *Client* is based, including any regional modifiers to that score * direct award based on the *Client’s* own price / quality weightings, as applied to the framework tender scores * direct award based on any of selection options 1-3, incorporating any Price discounts offered for delivery using Offshore Resources where this is offered by the *Supplier* and the *Client* permits delivery via these resources. * direct award based on any of options 1-4, and incorporating consideration of the ongoing performance of the *Supplier* * mini competition involving all qualified *Suppliers.* |
|  | See Framework Information for full details and contact the MHA+ PSP 4 Framework Manager for advice, if required |
|  | For Direct Award: go to Activity 4. |
|  | For Mini Competition: go to Activity 4a |
|  | **Accountable Person:** MHA+ member authority lead representative or other officer authorised to sign project briefs.  **Release Mechanism:** Internal Local Authority procurement decision. |
|  |  |
| **4.** | **Direct Award - Contact Supplier Delivery Manager** |
|  |  |
|  | Having chosen the Direct Award route, the *Client* will contact the relevant supplier Delivery Manager (DM) to discuss their general requirements including the scope of the works and an indication of the anticipated programme and budget to enable the DM to identify the most suitable resources. |

|  |  |
| --- | --- |
|  |  |
| **4a** | **Mini Competition** |
|  |  |
|  | Having chosen the Mini Competition route, the *Client* shall follow the requirements of Framework Information Annex C Quotation Information, and their internal procurement process for tendering works. |
|  | As this Mini Competition is still under the MHA+ PSP 4 Framework, only the three Lot 1 suppliers can be invited to tender. |
|  | The *Client* shall fill in and issue the Request for Lot 1 Mini Competition and the Contract Data PSSC Template or Contract Data PSC Part 1 Template (as applicable) from this process manual, along with other referenced documents issued to provide a clear brief and scope of works. A Mini Competition Checklist is linked to this process for guidance. |
|  | The *Client* shall issue the Contract Data (as applicable) from this process manual to be filled in by the tendering Suppliers. |
|  | The *Client* shall submit the Contract Data for signing to make the order contractual, or in the case of PSC an Authority Approved Form of Agreement.(or the MHA+ template if they wish to use this) |
|  |  |
| **5.** | **Locate a Suitable Project Manager** |
|  |  |
|  | The DM identifies the Project Manager (PM), and delivery team, best placed to meet the *Client’s* needs |
|  | In so doing they will ensure and demonstrate that: |
|  | * the identified PM and delivery team provides the right skills and expertise to match the scope of services required (competency). * the delivery team have the capacity and availability to meet the *Client’s* programme. * the PM and delivery team are local to the *Client* and have the best local knowledge, where applicable. * the PM is a certified Project Manager. |
|  | Where the *Supplier* is unable to deliver the *Client’*s work package, such as if the right skills and / or capacity is not available to meet the programme, or there is a conflict of interest) then the DM shall inform the Supplier Framework Manager; this can be discussed with the *Client* so that: |
|  | * alternative options can be used |
|  | * it can be reviewed if the *Suppliers* reason for declining the works package is reasonable. |
|  |  |
| **6.** | **Agree Brief and Scope with Client** |
|  |  |
|  | The *Supplier* PM will work with the *Client* to fully understand their requirements, needs and expectations, and help, as required, to develop the brief and the detailed scope of services to be delivered under the brief. |
|  | The brief will include all constraints, deliverables and timescales. |
|  | The PM will help ensure compliance with PSP 4 Framework Information: Annex C: Quotation Procedure including: |
|  | Where the PM needs to spend significant time developing the brief and scope, this may, by agreement, be included in the cost estimate. For the openness and clarity this will be discussed with the *Client* prior to starting. |
|  | The detailed brief will be recorded as agreed with the *Client*. |
|  | The Contract Data PSSC Template or Contract Data PSC Parts 1 & 2 Templates (as applicable) **must be completed by the *Client* and provider for all orders**. |
|  | The *Client* shall submit the Contract Data PSSC Template for signing to make the order contractual, or in the case of a PSC contract, an Authority Approved Form of Agreement (or MHA+ template version) |

|  |  |  |
| --- | --- | --- |
| **7.** | **Agree PSSC or PSC and Payment Options** | |
|  |  | |
|  | In accordance with the PSP 4 Framework Information Annex C: Quotation Procedure the options are; | |
|  | The Main Options to be used on Lot 1 are as follows: | |
|  | * NEC4 PSC Option A * NEC4 PSC Option C * NEC4 PSC Option E * NEC4 PSSC Time Charge * NEC4 PSSC Priced (fixed) * NEC4 PSSC Priced (re-measure. | |
|  |  | |
| **8.** | **Prepare Cost Estimate and Programme** | |
|  |  | |
|  | The PM prepares a detailed cost estimate and programme for the order in accordance with the agreed brief, scope and contract/ payment options agreed in Activity 7. The PM submits this to the *Client* for approval with the completed Contract Data PSSC Template or Contract Data PSC Part 2 Template (as applicable). | |
|  | The quoted estimate will include;   * expectations/ actions for the *Client* including hold points and decision timescales. * the total estimate for delivering the order based on the quotation information and brief. * any additional Contract Data Part 1 requirements. * any risk assessments and methodologies as agreed with the *Client*. * details of any proposed sub consultants, contractors or suppliers proposed to aid the delivery of the Package Order. * the PM shall consult the DM for advice where the *Client* proposes nominated suppliers. | |
|  | The estimate will be prepared in accordance the PSP 4 Contract and the suppliers rates submitted at PSP 4 tender stage. | |
|  | The PM shall contact their *Supplier* Delivery Manager for rates andany **indexation rises** that may need to be allowed for. Only the PSSC Consultancy rates are subject to the Framework indexation. PSC is covered as it is based on Defined Costs. | |
|  | All staff proposed to work on PSSC Time Charge orders must have an MHA+ approved Staff Band relative to their Specialism. The PM will follow the link to Process 2, the Staff Charge Band Approval Process, to ensure this is in place. Where new Staff Band Checklists are required, the PM shall contact the DM who will work with them to get approval using Process 2. | |
|  | The PM will note that preparing a project brief and estimate does not indicate any commitment for the *Client* to place a Package Order. | |
|  |  | |
| **9.** | **Hold Point: Agree Cost and Programme** | |
|  |  | |
|  | On receipt of the documents submitted from Activity 8, the *Client* will notify the PM of their intentions as shown on the process flow within the timescales agreed with the PM. It is anticipated that this will normally be within 10 working days of receipt. | |
|  | Where the quotation is to be revised the *Client* will notify the PM with reasons for rejection enabling the PM to submit a revised quotation within stipulated timescales. | |
|  | The *Client* will ensure that adequate funding is still in place prior to placing an order. | |
|  | **Accountable Person:** MHA+ member authority lead representative or other officer authorised to sign project briefs.  **Release Mechanism:** Internal Local Authority procurement decision and Executed Contract (signed PSSC Contract Data or PSC Form of Agreement . | |
|  |  | |
| **10.** | **Notify Cancellation of Process** | |
|  |  | |
|  | If the proposal is to be cancelled the *Client* will notify the PM and provide reasons for information and learning purposes | |
| **11.** | **Sign Contract for Order** | |
|  |  | |
|  | The PM will not carry out any work until a signed contract has been received. | |
|  | In exceptional circumstance it may be decided to proceed at risk to help MHA+ *Clients*. This will be subject to the PM being given approval via the suppliers Governance and Risk Management Processes which cannot be assumed to be a given and will require robust assurances from the *Client*. | |
|  |  | |
| **12.** | **Deliver Order** | |
|  |  | |
|  | The PM delivers the order in accordance with the agreed Contract, including brief, scope, cost and programme, and in accordance with the supplier HSQE management systems. | |
|  | The PM will continue to liaise with the *Client* as agreed in the brief and/ or recorded in the Project Execution Plan (PXP). | |
|  |  |
| 13. | **Brief or Scope Changed?** |
|  |  |
|  | The *Client* or the PM will identify any changes to the agreed brief and scope of the works which may in any way affect the agreed costs, programme or deliverables |
|  |  |
| 14. | **Follow NEC4 Change Process using Early Warning and Compensation Events** |
|  |  |
|  | Where any changes are identified by the *Client* or the PM, the relevant party must issue an Early Warning in accordance with the contract and open a discussion between the *Client*, PM and other relevant stakeholders to both manage and mitigate risk. It is advised that this Early Warning shall be submitted on the MHA+ PSP 4 Early Warning form: F4; unless contract management systems, such as CEMAR are being used. |
|  | Where required Early Warnings shall be upgraded to Compensation Events in accordance with the contract. It is advised that they are submitted using the MHA+ PSP 4 Compensation Event form F5; unless contract management systems, such as CEMAR are being used. This provides a strict protocol to be followed for agreeing, recording, costing and re-programming work arising from changes to the project brief or scope. |
|  | All agreed changes will be recorded on the Scheme Change Summary Form F6, (or a system such as CEMAR) enabling easy referencing relative to the original brief and scope. |
|  |  |
| **15.** | **Hold Point: Approve Compensation Event** |
|  |  |
|  | **This Hold Point applies to Compensation Events**. |
|  | The *Client* will liaise with the PM to agree the Compensation Event. |
|  | Where the *Client* and the PM cannot agree the Compensation Event then they shall notify both the Supplier and MHA+ Framework Managers and consider escalation routes. |
|  | **Accountable Person:** MHA+ member authority named in the Contract Data.  **Release Mechanism:** Compensation Event certified by the Service Manager in accordance with the Contract. |

|  |  |
| --- | --- |
|  |  |
| 16. | **Submit completed work and complete 360° Feedback Questionnaire** |
|  |  |
|  | The PM will ensure that the 360o Feedback Questionnaire is completed by both the *Client* and the supplier and returned to the *Supplier* Framework Manager within 20 working days of completion. |
|  | The FM will collate and submit to the MHA+ Framework Manager for review at the Framework Community Board. |

F:\MHA\3. Professional Services\PSP4\PSP4 Procurement\16 mobilisation\Commissioning manual docs PSP 4\ISP content for mobilisation group\PSP 4 Activity Notes Process 1 Lot 1v2JM01.09.docx