

FRAMEWORK INFORMATION

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1. INTRODUCTION

- 1.1 Leicestershire County Council is the procuring authority for the **Midlands Highway Alliance Professional Services Partnership 3 (PSP3)**, acting on behalf of the Midlands Highway Alliance (MHA). The MHA is an alliance of 21 local authority members based in the East and West Midlands and the East of England regions and with involvement from Highways England. The member organisations of the MHA and its respective boards and working groups are supported by an MHA Manager, a post funded by all member organisations of the MHA.
- 1.2 For the sake of clarity, the existing local authority members are: Leicestershire County Council; Barnsley Metropolitan District Council, Buckinghamshire County Council, Derby City Council; Derbyshire County Council; Doncaster Metropolitan Borough Council, Leicester City Council; Lincolnshire County Council; Milton Keynes Council, Northamptonshire County Council; Nottingham City Council; Nottinghamshire County Council; Oxfordshire County Council, Peterborough City Council; Rotherham Metropolitan District Council, Rutland County Council; Sandwell Metropolitan District Council, Staffordshire County Council; Stoke City Council; Telford and Wrekin Council; Wolverhampton City Council. In the contract and in the Contract Data annexed to it references to “the *Client*” mean the Member of the Midland Highways Alliance placing the Time Charge or Work Order in question unless a contrary intention is made clear.
- 1.3 Some authorities 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.
- 1.4 It is anticipated that during the duration of this contract the MHA will merge with the Midlands Service Improvement Group (MSIG) and that all current members of MSIG who remain members of the new organisation will also have access to the framework. The members of MSIG who are likely to do this are:-Cheshire East, Cheshire West and Chester, Coventry, Herefordshire, Lancashire, Shropshire, Warwickshire and Worcestershire

2 FRAMEWORK SCOPE

- 2.1 The PSP3 *framework scope* includes all services required for the execution of the design and supervision of highway, civil and municipal engineering works. Typical works may involve, but not exclusively be, 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, one for professional services with 2 suppliers, and one for secondments with again 2 suppliers.
- 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 the MHA members) or other such bodies located within or adjacent to the geographical Midlands area that become members of the MHA during the currency of the contract

3 AIMS AND OBJECTIVES

3.1 The overall aim of the MHA is **‘to help highway authorities improve highway services in the Midlands area and help them deliver efficiency savings’**. This will be achieved by working towards the following five objectives:-:

- To establish and develop collaborative procurement frameworks to secure the delivery of highway schemes:
- To establish, implement and develop a continuous improvement model for highway term contracts to achieve convergence to best practices:
- To establish and develop other collaborations for highway activities, such as the procurement of commodities and professional services, as agreed by the MHA members:
- To embed partnering principles and construction best practise in all its work and throughout the supply chains;
- To promote and publicise the work of the MHA.

3.2 The aim of this framework is develop a partnership to support the MHA in the achievement of the MHA’s overarching aim and objectives, by working to :-

- Promote and sustain a co-operative and business like culture within the partnership, with a spirit of openness and trust .
- Encourage the development and sharing of innovation
- Deliver what is required within the given constraints of time, cost, process and output.
- Integrate public and private sector skills in delivering professional services.
- Support in-house capability, promote core in-house skills and create development opportunities for employees.
- Have clear lines of communication and accountability.
- Deliver Value for Money in line with efficiency targets and promote continuous improvement founded upon agreed performance and benchmarking criteria.
- Develop the partnership 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.
- Provide a satisfying work environment which recognises achievement and motivates those involved, including investment in mutual staff training and development programmes
- Provide a resilient source of resource.
- Avoid conflicts or disagreements, and, should they arise, resolve them promptly.

3.3 The MHA recognises 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 and
- fair

4 CONTRACTUAL ARRANGEMENTS

- 4.1 The PSP3 Framework Contract is based upon the NEC4 Framework Contract (June 2017), and is split into 2 lots, one for Professional Services and one for Secondments.
- 4.2 Work Orders or Time Charge Orders in Lot 1 will be issued using the core clauses of either the **NEC4 Professional Services Short Contract (PSSC) (June 2017)** or **NEC4 Professional Services Contract (PSC) (June 2017)** main **Options A, C, or E** (as specified on the Time Charge or Work Order), Option for avoiding and resolving disputes **W2** and secondary Options **X1, X2, X4, X9, X10, X18,** and **Y(UK)2 and Y(UK)3 and Z clauses**, all as defined in Contract Data part 1.
- 4.3 Time Charge Orders in Lot 2 will be issued using the core clauses of the **NEC4 Professional Services Short Contract (PSSC) (June 2017)**.
- 4.4 For the purposes of the contract, the *Client* (here meaning Leicestershire County Council) is acting as the *Client* and the Contracting Authority on behalf of the Midlands Highway Alliance (MHA). Once the contract is awarded, any organisation who is a Member of the Midlands Highway Alliance (or in a joint venture or partnership with that member and acting on their behalf) may place a Time Charge Order or Work Order with the *Supplier*; thereafter, that organisation shall be the sole *Client* for that Order.
- 4.5 Once the Framework Agreement has been executed by the Parties, the *Client* shall issue Time Charge or Work Orders as and when required, for any of the *service* described in Annex A to this Framework Information, with quotations based on the *quotation procedure* defined in Section 8 below.
- 4.6 The *Client* shall decide which lot and which of the options (PSC or PSSC) to use and shall ensure that the Time Charge or Work Orders include any additional Contract Data Part 1 information required to define the service. Each member Authority acting as *Client* will issue Orders, agree quotations and pay invoices individually.
- 4.7 There will be no guaranteed income or workload from any of the members of the MHA and each Authority will have the freedom to procure services from suppliers outside of the Framework Agreement.
- 4.8 Co-location of MHA and *Supplier's* staff and the establishment of joint teams for special projects will be considered if deemed beneficial.

5 FRAMEWORK AGREEMENT GOVERNANCE

- 5.1 It is envisaged that a single **Framework Board** comprising officers from the MHA and a representative of each *Supplier* will co-ordinate, supervise and manage the overall performance of both lots of the Framework Contract. The board will meet at three monthly intervals in the first year of the contract and thereafter six monthly.

- 5.2** A Framework Community Board (FCB), comprising representatives of each member authority using PSP3, and a representative of each supplier, will meet bi-monthly to review contract issues, workload, integration, performance, innovation, shared learning and other matters which might arise. The Framework Community Board will report to the Framework Board.
- 5.3** The FCB objective is to achieve a team-focused community aimed at producing and supporting a continuous programme of work resulting in a sustainable performance standard which produces a benchmark for the industry and that all parties to the Framework can be proud of. In addition to this, the FCB is tasked with promoting the Framework and develop a complete understanding of each FCB member's requirements and challenges. These include, but are not limited to, the MHA Performance Toolkit, design/planning, resources, training, welfare, commercial disputes and clarifications, health and safety, risk management social value and sustainability.
- 5.4** The FCB is to act impartially and with a stakeholder-focused approach. To ensure a collaborative procedure is maintained, the members of the FCB are all able and responsible for contributing to, and influencing, the performance of the Framework Contract. 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 Contract, originating from the Best Practice working groups or otherwise.
- 5.5** With the expected volume of information under review, and to ensure that the stakeholder's views and requirements are addressed, the FCB acts to co-ordinate and manage the Best Practice Working Group process.
- 5.6** Best Practice Working Groups, attended by those invited by the FCB, will be established to ensure issues are addressed and performance is analysed on a regular basis. These Groups may focus on:
- Commercial;
 - Performance;
 - Innovation, efficiency and improvement;
 - Best practice and value engineering;
 - Health and safety;
 - Skills;
 - Quality Plans; and,
 - Sustainability.
- 5.7** 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

5.8 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
- Sound project monitoring
- Verification that inputs have generated the expected outcomes

6 FRAMEWORK CONTRACT EXTENSION

6.1 The decision to extend the *end date* for both lots of this framework contract beyond the initial three years will be taken by the MHA Executive Board, on the recommendation of the Framework Board in the first six months of year 3.

6.2 The *end date* will only be extended for a period of 12 months taking the contract term to a maximum of four years.

6.3 The criteria for extending the *end date* will include:-

- The limit for the amount of work set in the OJEU notice has **not** been exceeded;
- All the *Suppliers* on both lots achieved a satisfactory and improving performance standard over the first two years;
- The *Supplier* satisfies suitable financial due diligence to ensure financial stability (i.e. a credit report, and where required, business information such as annual reports and returns).
- PSP3 is still meeting the MHA's member organisations' requirements and procurement strategy.

7 SELECTION PROCEDURE

7.1 General - Once the successful *Suppliers* are appointed to the Framework Contract, secondary selection procedures are required to award specific Time Charge and Work Orders.

7.2 LOT 1

7.2.1 There are three possible procedures:- 1) direct call off based on the overall outcome of the tender process, 2) regional direct call off based on the outcome of using the sub regional work models, and 3) mini competition. It is for the *Client* to determine which is the best option.

7.2.2 Direct call off – the *Client* may award Time Charge or Work Orders directly to the *Supplier* with the most economic advantageous offer over the whole MHA region in the PSP3 tender process.

7.2.3 Regional direct call off – the *Client* may award Time Charge or Work Orders to the *Supplier* with the most economic advantageous offer for the sub-region,

identified by applying the *quotation information* supplied with their PSP3 tender to a model of the work likely to be procured in that sub region. The sub-regions are the same as those identified for the Medium Schemes Framework 3, as shown on the following map.

Figure 1 MHA sub-regions.



- 7.2.4 **Mini competition** – The *Client* will ensure that identification of the most economically advantageous offer should link directly to an appropriate blend of the quality criteria used during tender evaluation for the award of the Framework Contract with an equally appropriate mechanism for determining price.
- 7.2.5 The *Client* may issue to the *Suppliers* a written notification of its intention to hold a mini-competition (a Mini-Competition Invitation) in respect of any quotation for a proposed Work or Time Charge Order.. The *Suppliers* will only be considered for that Work or Time Charge Order if they respond in full to the requirements of the Mini-Competition Invitation by the deadline indicated therein. The *Client* must invite in writing both the *Suppliers*.
- 7.2.6 The Mini-Competition Invitation will set out the extent to which the *Client* intends using tender stage quality and price scores, if at all blended with information received from *Suppliers* via the Mini-Tenders. The Invitation will therefore need to clarify the proportion of the overall 50% quality mark that will be derived from the initial or upgraded tender stage scores (and, thereby, which quality criteria will apply and in what relative proportion) and what proportion of the overall 50% price mark will be derived from the *quotation information*, if at all.
- 7.2.7 The Mini-Competition Invitation will typically include an appropriate combination of the following:-
 - a) The additional Contract Data Part 1, Scope and pricing document (activity schedule) giving details for the particular Work Order; as required by the *quotation procedure*.

- b) Instructions including, for example, when and to whom the Mini-Tender has to be returned;
- c) The weighting for cost and the various quality criteria (including the extent to which tender stage scores are to be used) against which the Mini-Tenders will be evaluated;
- d) Details of how the quality criteria will be assessed – this may be through Work Order-specific Method Statements which will be requested in the Mini-Competition Invitation or re-use of the tender evaluation scoring process;
- e) Mini-Tenders must be in writing and they should remain open for the period stated in the Mini-Competition Invitation. *Suppliers* must keep all contents of their Mini-Tenders confidential until the Mini-Tender return deadline has passed. The *Client* will not open Mini-Tenders until the return deadline has passed.

7.2.8 The *Client* will then consider the Mini-Tenders received, evaluating and calculating the quality criteria as stated in the Mini-Competition Invitation, and evaluating the total of the quotation.

7.2.9 The *Client* may meet with the *Suppliers* to clarify their proposals prior to finalising the evaluation scores.

7.2.10 The *Supplier* with the highest aggregate score (i.e. for price and quality) will be issued with an Instruction to carry out the Work or Time Charge Order.

7.2.11 For both lots, and for each selection option, the expectation is that the selected *supplier* would always be able to respond positively to being selected. If that is not possible the *supplier* should immediately discuss the matter with the *Client* and agree that the opportunity be passed to the alternative supplier on the relevant lot. The issue would then be raised at the next Framework Community Board meeting.

7.3 LOT 2

7.3.1 There are two possible procedures:- 1) direct call off based on the overall outcome of the tender process, 2) mini competition. It is for the *Client* to determine which is the best option.

7.3.2 **Direct call off** – the *Client* may award Time Charge or Work Orders directly to the *Supplier* with the most economic advantageous offer over the whole MHA region in the PSP3 tender process

7.3.3 **Mini competition** - The *Client* will determine the criteria (quality and price) that will be used to identify the most economically advantageous offer, and how that will be evaluated. The *Client* will inform the *Suppliers* in writing of these criteria.

7.3.4 The *Client* will obtain quotations from both *Suppliers* in accordance with the Quotation Procedure.

7.3.5 The *Client* will consider the quotations received, evaluating and calculating the quality criteria as stated in the Mini-Competition Invitation, and evaluating the total of the quotation.

7.3.6 The *Supplier* with the highest aggregate score (i.e. for price and quality) will be issued with an Instruction to carry out the Work or Time Charge Order.

8 QUOTATION PROCEDURE

8.1 The *Client* shall instruct the selected *Supplier* to submit a quotation for the proposed Work or Time Charge Order. The *Client* will provide the additional Contract Data Part 1 information needed, including:-

- Whether NEC 4 PSSC, or one of Options A, C or E of NEC 4 PSC, is to be used
- A detailed description of the Service which the *Client* requires to be carried out under the Order.
- Where the staff are to be located (i.e. in the *Suppliers* offices or co-located in the *Clients* offices).
- The time and date for return of the quotation;
- The address for return of the quotation.
- The proposed *start date* for the Work Order or Time Charge Order, and if required the proposed duration.
- Individual requirements of the *Client's* in house procurement rules including any requirement for a parent company guarantee and its wording (C21.4 and 5), and limitation of liability (C21.6).

8.2 The *Supplier* prepares his assessment of the total of the Prices for the Work Order as follows:-

8.3 PSC Option A Priced contract with Activity Schedule.

This option will only be used for clearly defined Work Orders. The *Supplier* provides a quotation to provide the Service required under the Work Order in the form of a priced activity schedule. The Prices in that schedule should be based on the PSC Schedule of Cost Components plus the Fee as detailed in the quotation information.

8.4 PSC Option C Target Contract

The *Supplier* provides a quotation consisting of a schedule of activities in the same manner as Option A. However, the total of the lump sums for the activities are added together to become the Prices. The *Supplier* will be reimbursed defined costs plus fee and a pain/gain mechanism will apply as included in the Order.

8.5 PSC Option E Time based contract

This option will be used where the extent of the service required is unclear. The *Supplier* provides an estimate of the cost of the work as defined in the proposed Time Charge Order, based on the estimated number of hours to be worked multiplied by the defined cost of his staff, including an allowance for risk.

8.6 PSSC Quotations

This option will normally be used for services of value up to £250k (C60), and the quotation can be either based on a Price List or paid on a time charge basis

dependent on the size of the project and how well defined it is. For a Time Charge Order the quotation should be based on the number of hours and grade of staff required by the *Client*, multiplied by the *people rates* in the quotation information and adjusted by the regional multiplier.

8.7 Secondments (Lot 2 only)

Because of the nature of the *service*, the PSSC Time Charge option will be used for all secondments. The *Supplier* provides a quotation based on the number of hours specified by the *Client* for the people specified and *people rates* submitted in the *quotation information* and adjusted by the regional multiplier. These rates may be discounted if the Supplier feels it is appropriate. The Supplier provides with that quotation a CV for each individual proposed to demonstrate their capability and the appropriateness of the *people rate* being applied.

8.8 The *Supplier* will submit his quotation for the proposed Order to the *Client* in the time as detailed by the *Client*.

8.9 The *Supplier* should be aware that the above process does not indicate any commitment to the *Supplier* or that the Work or Time Charge Package will be executed.

8.10 A quotation for a proposed Order comprises:

- The proposed total of the Prices for the Work Order,
- A description of how the Prices have been arrived at, clearly showing how they are based on the *quotation information*
- Any additional Contract Data Part 2 required for the Package;
- Quality Plan showing specific procedures required for carrying out the Work Order;
- A list of the Subcontractors proposed to aid in the delivery of the Work Order.

8.11 On receiving a quotation, the *Client* will inform the *Supplier* of one of the following decisions:

- An instruction to submit a revised quotation,
- Notification that an Order is to be issued,
- A notification that the proposed Work Package or Time Charge work will not be carried out.

8.12 If the quotation is to be revised, the *Client* advises the *Supplier* of the reasons for not accepting the quotation and the *Supplier* submits a revised quotation within the timescale stipulated by the *Client*.

8.13 The *Supplier* shall not carry out any work until the Order has been received.

8.14 On Completion of a service delivered by using PSC, the *Supplier* provides to the *Client* a report which summarises and explains the differences between the total of the Prices for the Order and the final Price for Services Provided to Date for the Order. The report is to include the reasons for such differences and the differences between the Accepted Programme and the actual timing and completion of the

Order and the reasons for such differences. If the report shows that the *Supplier's* quotation (including the programme) for the Order has been incorrectly assessed, the *Supplier* reports to the *Client* any changes which he proposes to make to his staff and the procedures in his Quality Plan to ensure that quotations for future proposed Orders are correctly assessed. The report is considered by the *Client* as part of its review process, and an associated KPI will be developed to measure this.

9 SECONDMENTS

9.1 A secondment is defined as when a member of the *Supplier's* staff is located in any of the *Clients* offices for a period longer than three calendar months **and** for more than an average of 60% of their normal working week, or are filling a vacant role in the *Client's* organisation.

10 DISPUTE RESOLUTION

10.1 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 parties agree, the following course of action should be taken:-

- The dispute will initially be dealt with at design office level. If this fails to resolve the dispute, it will be referred to Order management level. Should the dispute still not be resolved it should be passed to the Framework Community Board prior to it being referred to Adjudication.

11 PERFORMANCE MANAGEMENT

11.1 Within three months of the contract award the Framework Community Board will develop agreed indicators that will enable the performance of the framework to be measured adequately both across the *Suppliers*, MHA members and against national indicators.

11.2 The *Suppliers* shall develop their proposals for developing and supporting the work of the MHA's Skills Academy. A specific KPI shall be developed to measure performance in the area.

11.3 The above indicators will be reported to the Framework Community Board on a quarterly basis.

12 OTHER REQUIREMENTS

12.1 Freedom of Information

12.1.1 Definitions:

- "Environmental Information Regulations" means the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.
- "Fees Regulations" means the Freedom of Information and Data Protection

(Appropriate Limit and Fees) Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

- “FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.
- “Information” has the meaning given under section 84 of the FOIA.
- “Request for Information” shall have the meaning set out in FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term “request” shall apply).

12.1.2 The *Supplier* acknowledges that the *Client* is subject to the requirements of the FOIA and the Environmental Information Regulations and shall facilitate the *Client*'s compliance with its Information disclosure requirements pursuant to the same in the manner provided for in clauses 12.1.3 to 12.1.7 (inclusive) below.

12.1.3 Where the *Client* receives a Request for Information in relation to Information that the *Supplier* is holding on its behalf and which the *Client* does not hold itself the *Client* shall refer such Request for Information to the *Supplier* as soon as practicable and in any event within 5 Working Days of receiving a Request for Information and the *Supplier* shall:

- provide the *Client* with a copy of all such Information in the form that the *Client* requires as soon as practicable and in any event within 10 Working Days (or such other period as the *Client* acting reasonably may specify) of the *Client*'s request; and
- provide all necessary assistance as reasonably requested by the *Client* in connection with any such Information, to enable the *Client* to respond to a Request for Information within the time for compliance set out in Section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations.

12.1.4 Following notification under clause 12.1.3, and up until such time as the *Supplier* has provided the *Client* with all the Information specified in clause 12.1.3, the *Supplier* may make representations to the *Client* as to whether or not or on what basis Information requested should be disclosed, and whether further information should reasonably be provided in order to identify and locate the information requested, provided always that the *Client* shall be responsible for determining at its absolute discretion:

- whether Information is exempt from disclosure under the FOIA and the Environmental information Regulations, and
- whether Information is to be disclosed in response to a Request for Information, and

in no event shall the *Supplier* respond directly, or allow its Sub consultants to respond directly to a Request for Information unless expressly authorised to do so by

the *Client*.

- 12.1.5 In the event of a request from the *Client* pursuant to clause 12.1.3, the *Supplier* shall as soon as practicable, and in any event within 5 Working Days of receipt of such request, inform the *Client* of the *Supplier's* estimated costs of complying with the request to the extent these would be recoverable if incurred by the *Client* under Section 12(1) of the FOIA and the Fees Regulations. Where such costs (either on their own or in conjunction with the *Client's* own such costs in respect of such Request for Information) will exceed the appropriate limit referred to in Section 12(1) of the FOIA and as set out in the Fees Regulations (the "Appropriate Limit") the *Client* shall inform the *Supplier* in writing whether or not it still requires the *Supplier* to comply with the request and where it does require the *Supplier* to comply with the request the 10 Working Days period for compliance shall be extended by such number of additional days for compliance as the *Client* is entitled to under Section 10 of the FOIA. In such cases, the *Client* shall notify the *Supplier* of such additional days as soon as practicable after becoming aware of them and shall reimburse the *Supplier* for such costs as the *Supplier* incurs in complying with the request to the extent it is itself entitled to reimbursement of such costs in accordance with its own FOIA policy from time to time.
- 12.1.6 The *Supplier* shall ensure that all Information held on behalf of the *Client* is retained for disclosure for at least 6 years (from the date it is acquired) and shall permit the *Client* to inspect such Information as requested from time to time.
- 12.1.7 The *Supplier* shall transfer to the *Client* any Request for Information received by the *Supplier* as soon as practicable and in any event within 2 Working Days of receiving it.
- 12.1.8 The *Supplier* acknowledges that (notwithstanding the provisions of clause E4) the *Client* may, acting in accordance with the Codes of Practice issued under Section 45 of the FOIA (the "Codes"), be obliged under the FOIA or the Environmental Information Regulations to disclose Information concerning the *Supplier* or the *Contract*:
- i) in certain circumstances without consulting the *Supplier* or
 - ii) following consultation with the *Supplier* and having taken its views into account,
- provided always that where 12.1.8 i) above applies the *Client* shall, in accordance with the recommendations of the Codes, draw this to the attention of the *Supplier* prior to any disclosure.
- 12.1.9 The *Supplier* acknowledges that any lists provided by him listing or outlining Confidential Information, are of indicative value only and that the *Client* may nevertheless be obliged to disclose Confidential Information in accordance with the requirements of the FOIA and the Environmental Information Regulations.

12.2 Intellectual Property Rights

The *Supplier* assigns to the *Client* all present and future intellectual property rights in any material created by or on behalf of the *Supplier* in providing the Services

including all moral rights under Chapter IV of the Copyright, Designs and Patents Act 1988 and on the *Client's* request executes and/or procures the execution of such further documents as may be necessary to give full effect to the assignment intended to be effected by this clause.

12.3 TUPE

The *Client* makes no assurances or representations as to the effect of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (the "TUPE Regulations") on the Agreement or any Contract.

The *Supplier* acknowledges that it has formed its own view as to whether the TUPE Regulations apply in respect of the *Services* which are to be carried out under the Agreement or any Contract.

It is agreed between the *Client* and *Supplier* that the *Client* shall have no liability to the *Supplier* for any costs, liability, expenses of any kind which shall be suffered or incurred by the *Supplier* arising out of the application of the TUPE Regulations in relation to the subject matter of this Agreement.

The *Supplier*, within 28 days of receiving a request from the *Client*, shall provide to the *Client* a list of staff that are believed to be subject to transfer under the TUPE Regulations due to the completion of the Contract period .

12.4 FINANCE

12.4.1 People Rates

People Rates provided in the *quotation information* shall include all of the *Supplier's* costs in employing the people including overhead charges and for the avoidance of doubt the following costs:-

- Managerial & Admin Support (other people's time);
- Quality Management Systems including time spent on system development, writing procedures/work instructions, library maintenance, customer feedback, complaints, auditing etc. (other people's time)
- Training & CPD; (other people's time)
- Training Fees;
- Other including:-
 - Accommodation;
 - Transport Costs/Subsistence;
 - Stationery;
 - Supplies & Services;
 - Insurances;
 - Computer Infrastructure
 - Computer Software including licences;
 - Photocopying (including colour copies where appropriate), plan printing, report binding;
 - Communication equipment inc telephones, mobiles, video conferencing facilities and the like.
 - Marketing;
- Employer's National Insurance contributions
- Employer's pension contributions
- Any other payroll costs e.g. any special allowances paid by the Consultant for example professional subscriptions, relocation

- expenses, subsistence etc. for which a detailed explanation shall be provided;
- Transport Costs include provision of vehicles, car allowances, mileage (except for MHA office to site for seconded staff), fuel; hire car or taxi, and flights, insurance etc. as appropriate.
 - All travel time except;
 - Employer's base to site for any staff co-located or seconded to the Employer's office, and
 - for other staff visiting site, the lesser of the time taken to travel from the Employer's administrative base to the site or the consultants nearest office and the site.
 - Insurances include Public Liability, Employers Liability and Professional Indemnity insurance as required under the terms of this contract;
 - IT equipment and appropriate software licences (for 100 users min) for provision and maintenance of commission extranet facility;
 - Strategic management of the commission including preparation and participation in the Framework Board and Framework Community Board meetings;
 - performance management including provision of key performance indicators at least quarterly;
 - development and maintenance of an Integrated Management System;
 - partnering workshops and meetings involving internal staff and those of the Consultant's supply chain;
 - The Consultant's time spent at Framework Board and Framework Community Board meetings including administrative support.
 - Development of initiatives as indicated in paragraphs 5.6 and 5.7 of the Framework Information.
 - Any enhancements paid for additional hours, overtime, weekend and night work.
 - Corporate management and profit.
 - MHA framework levy of 1%

12.4.2 Price adjustment for inflation

- 12.4.2.1 Price adjustment applies to *people rates* that are fixed at the Contract Date and are not variable with changes in salary paid to individuals.
- 12.4.2.2 On each anniversary of the Contract Date, the Consultant calculates a price adjustment factor equal to $(L-B)/B$ where L is the last published value of the index and B is the last value of the index published before the Contract Date.
- 12.4.2.3 If an index is changed after it has been used in calculating a price adjustment factor, the calculation is repeated and a correction included in the next assessment of the amount due.
- 12.4.2.4 The price adjustment factor calculated at the Completion Date for the whole of the *service* is used for calculating price adjustment after this date.
- 12.4.2.5 Each amount due after the first anniversary includes an amount for price adjustment which is the sum of
 - The change in the Price for Services Provided to Date since the last assessment of the amount due multiplied by the price

- adjustment factor calculated at the last anniversary and
The amount for price adjustment included in the previous amount due.

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

12.4.3 **Regional multiplier**

To accommodate differences in costs in working for different authorities regional multipliers were supplied as part of the *quotation information* for each of the four sub-regions of the MHA membership and will be applied to the *people costs* when appropriate.

12.4.4 **MHA Framework Levy**

The MHA's costs of developing the Professional Services frameworks is recovered by applying a 1% levy to all work procured through the framework. Previously this levy was recovered from each user authority on an annual basis, but this proved very cumbersome and costly, both to the Suppliers in providing the information, the MHA in invoicing user authorities, and user authorities in trying to allocate this cost to the appropriate budget.

Under PSP3 the MHA will invoice each *supplier* on an annual basis for 1% of the agreed value of work that has been carried out by that *supplier* over the financial year.

12.5 **Mileage**

12.5.1 Mileage will not be reimbursed except for staff based in the clients offices who are required to travel from that office to a site.

ANNEX A – SCOPE OF SERVICES

1.1 DESCRIPTION OF SERVICES

The *Services* provided through the Framework Contract will comprise any of the services listed below to be carried out within the area described in the Framework Information. Please note that the information below is indicative, it is not an exhaustive list of the roles that may be required.

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:

Improvement 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 :

Principle designer role, designer's role, 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;

;

2. Environmental Specialism

Pollution Control specialist,

Environmental

Environmental scientist

Ecologist

Bat Specialist

Arboriculture specialist

Noise and Air Quality specialist

Acoustics and Vibration specialist

Sustainability *Supplier*

Sustainable Construction

Environmental Appraisal:

Strategic environmental assessment;

Stage 1, 2 and 3 DMRB; impact appraisals;

Sustainability appraisals

Environmental Monitoring ;

Air quality/noise modelling and monitoring;

3. Geotechnical Specialism

Geo-environmental specialist/scientist

Ground Engineering specialist

Site investigation and geotechnical studies;

Geology and geo-technics

Analytical pavement design

4. Planning/Transport planning specialism

Qualified Town Planning

Transport Planning

Development Services

Strategic land use and transport modelling; local network modelling

5. Surveying

Land Surveys

Topographical surveys

Mineral surveys

Ground Radar Surveys

- 6. Contaminated land specialism**
 - Contaminated Land specialism
 - Remediation and reclamation design;
 - Contaminated land related desktop studies

- 7. Water and flood management specialism**
 - Flood Risk specialism
 - Hydrology
 - Water Engineering
 - Scientist/Chemist

- 8. Waste specialism**
 - Waste Management
 - Materials and Waste Planning

- 9. Archaeological and built heritage**
 - Archaeological *Supplier*
 - Built Heritage *Supplier*

- 10. Mechanical/electrical engineers**
 - Mechanical Engineer
 - Electrical Engineer.

- 11. Landscape Architecture**
 - Landscape Architecture

- 12. Other**
 - Health & Safety specialist
 - Information Systems specialist
 - Architecture
 - Reservoirs

2. PERSON SPECIFICATIONS

The Services listed above will be carried out by staff with Person Specifications as follows:-

In general whilst these specifications are not exhaustive it shall be considered that where referred to, experience shall be relevant, and periods of experience are indicative minimums. All skills and abilities should be evidenced by examples.

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

Where the relevance of a particular specialist qualification cannot be agreed at a local level then the matter shall be referred to the Framework Community Board for discussion and agreement. It is intended that a list of these qualifications be agreed early in the commission, and it is also expected that these qualifications will be obtainable via a robust professional review process.

At the head of each description, the equivalent grades at three of the MHA authorities are listed as a guide.

LCC = Leicestershire CC,
NCC = Nottinghamshire CC, and
DCC = Derbyshire CC

BAND A TECHNICAL MANAGER (Group Manager at LCC, and NCC, and Principal Engineer at DCC)

	Essential	Desirable
Qualifications	Chartered, or Management qualification or Specialist qualification	
Experience	Experience of managing a Framework or similar sized commission. Experience of design and overall management of all types and sizes of schemes	
Practical skills / Aptitudes	Ability to negotiate with and influence at a senior level all external parties including the public. Ability to extend partnership working with multiple stakeholders. Knowledge of trends in highway or other applicable standards. Awareness of the wider context of the work area, including central and local government. Ability to manage complex projects to deadlines including the direct management of teams. Ability to manage overall framework budgets. Good I.T. skills	Ability to be innovative and progress innovative ideas across a framework.
Management / Supervision	Ability to manage and motivate staff.	Client focused and able to manage their expectations.
Working with people	Ability to be diplomatic and relate well to external parties, Councillors and staff	Ability to generate confidence and enthusiasm. Ability to mentor.
Communication skills	Ability to communicate widely. Ability to discuss transportation and engineering/technical or other specialist matters comprehensively and constructively. Ability to make formal and informal presentations.	Ability to coach staff in communication skills
Personal skills	Self-motivated. Able to decide and set priorities. Able to progress frameworks.	

BAND B PRINCIPALS (Team Leader at LCC, Service Manager at NCC and Senior Project Engineer at DCC)

	Essential	Desirable
Qualifications	Chartered or Specialist Qualification.	Management qualification.
Experience	Experience of management in a senior position Experience of design and overall management of relevant schemes including site experience. Experience of managing projects to time and budget.	Public inquiry experience. Knowledgeable on sustainable relevant issues and developments
Practical skills / Aptitudes	Ability to negotiate with all external parties including the public. Knowledge of current highway or other applicable standards. Ability to prepare project briefs. Ability to manage complex projects to deadlines. Ability to manage budgets and costs. Good I.T. skills	Ability to be innovative and progress innovative projects.
Management / Supervision	Ability to manage and motivate junior staff. Ability to advise and discuss issues with senior staff.	Ability to counsel and support staff
Working with people	Ability to be diplomatic and relate well to external parties, Councillors and staff	Ability to generate confidence and enthusiasm
Communication skills	Ability to write letters, reports and contracts. Ability to discuss transportation and engineering/technical or specialist matters comprehensively and constructively. Ability to make formal and informal presentations of a technical nature	Ability to coach staff in communication skills
Personal skills	Self-motivated. Able to decide and set priorities. Able to progress multiple projects	

BAND C INCORPORATED (Senior Engineer at LCC, Principal Project Engineer at NCC and Project Engineer at DCC)

	Essential	Desirable
Qualifications	Incorporated/ specialist equivalent	
Experience	Experience of design, supervision and overall management of relevant schemes. Planning and organising work for a team or sub team.	Experience of the interface with other disciplines.
Practical skills / Aptitudes	Ability to negotiate with all external parties including the public. Knowledge of current highway or other applicable standards. Ability to manage complex projects to deadlines. Ability to prepare project briefs. Ability to manage budgets and costs. Ability to act as Project Manager / Supervisor. Contract preparation. Good I.T. skills	Ability to be innovative and progress innovative projects. Ability to prepare fee proposals.
Management / Supervision	Ability to manage and motivate junior staff.	Ability to counsel and support staff
Working with people	Ability to be diplomatic and relate well to external parties, Councillors and staff	Ability to generate confidence and enthusiasm
Communication skills	Ability to write letters, reports and contracts. Ability to discuss relevant matters comprehensively and constructively	Ability to make formal and informal presentations of a technical nature
Personal skills	Self-motivated. Able to decide and set priorities	With guidance able to progress multiple issues

BAND D ENGINEER (Assistant Engineer at LCC, Project Engineer at NCC and Project Engineer at DCC)

	Essential	Desirable
Qualifications	HNC or equivalent technical qualification in Engineering or other relevant specialism.	M. Eng, I. Eng. or other specialist advanced qualification.
Experience	Design and supervision of relevant schemes.	Appreciation of the interface with other disciplines Contract preparation and supervision.
Practical skills / Aptitudes	Knowledge of current highway or other applicable standards. Ability to manage projects to deadlines. Ability to act as Project Manager / Supervisor on appropriate projects. Good I.T. skills	Ability to negotiate with all external parties including the public. Ability to manage budgets and costs.
Management / Supervision		Ability to counsel and support staff
Working with people	Ability to relate well to other people	Diplomatic Ability to generate confidence and enthusiasm
Communication skills	Ability to write letters and reports. Ability to discuss engineering problems and solutions	Ability to make formal and informal presentations of a technical nature. Ability to draft contracts.
Personal skills	Self-motivated. Able to make decisions and set priorities	Innovative

BAND E SENIOR ENGINEERING TECHNICIAN (Senior Technician at LCC, Project Engineer at NCC and Senior Technician at DCC)

	Essential	Desirable
Qualifications	HNC or equivalent technical qualification in Engineering or other relevant specialism.	
Experience	Design and supervision of relevant schemes Experience of managing technical staff.	
Practical skills / Aptitudes	Ability to produce all aspects of projects to deadlines. Knowledge of current relevant standards. Good I.T. skills AutoCAD or similar proficient	Ability to undertake surveying work.
Management / Supervision	Ability to work with minimal supervision	Ability to coach and develop junior staff
Working with people	Ability to relate well to other people	
Communication skills	Ability to convey technical solutions to colleagues	Ability to write letters and reports
Personal skills	Self motivated. Able to decide and set priorities	

BAND F TECHNICAL ASSISTANT (Technician at LCC, and DCC)

	Essential	Desirable
Qualifications	BTEC, ONC, NVQ3 or similar in a relevant technical subject.	
Experience	Experience in assisting in the design of appropriate schemes. Experience of working in a design office or other appropriate office.	
Practical skills / Aptitudes	Ability to make accurate and understandable records. Methodical I.T. skills	Ability to undertake surveying work. AutoCAD or similar proficient
Management / Supervision	Ability to work with limited supervision	Ability to work on own initiative
Working with people	Ability to relate well to other people	
Communication skills	Ability to listen to other staff and absorb technical matters	Ability to discuss technical matters with other staff
Personal skills	Enthusiastic to learn	Self motivated

BAND G GRADUATE TRAINEE

	Essential	Desirable
Qualifications	B. Eng. or BSc or equivalent technical qualification in Engineering or other relevant specialism on a recognised training scheme.	M. Eng. or other specialism
Experience		Experience in a design office or on site Design and supervision of relevant schemes
Practical skills / Aptitudes	Ability to produce all aspects of projects to deadlines. Good I.T. skills	Ability to undertake surveying work. Knowledge of current relevant standards AutoCAD or similar proficient
Management / Supervision	Ability to work with minimal supervision	
Working with people	Ability to relate well to other people	
Communication skills	Ability to listen to other staff and absorb technical matters	Ability to write letters and reports
Personal skills	Self motivated. Able to decide and set priorities	

BAND H TECHNICIAN TRAINEE /TECHNICAL ADMINISTRATOR

	Essential	Desirable
Qualifications	5 GCSE's at Grade C or above including Mathematics and English and on a recognised training scheme.	
Experience		Experience in a design office or on site Design and supervision of relevant schemes
Practical skills / Aptitudes	Ability to produce all aspects of projects to deadlines or carry out project administration at appropriate level. Good IT skills	Ability to undertake surveying work. Knowledge of current relevant standards AutoCAD or similar proficient
Management / Supervision	Ability to work with minimal supervision	
Working with people	Ability to relate well to other people	
Communication skills	Ability to listen to other staff and absorb technical matters	Ability to write letters and reports
Personal skills	Self motivated. Enthusiastic to learn	Able to decide and set priorities