

Invitation to Tender for Property Consultancy Dynamic Purchasing System NPS-PS-0096-19

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Part 1 - General

1. BACKGROUND

- 1.1. The NPS Framework for Construction Consultancy (NPS-PS-0004-14), let in December 2014, expired in December 2018. Consultation with our Customer Organisations indicates there remains a demand for these services across Wales.
- 1.2. This procurement process is for the tender and award of a new Dynamic Purchasing System (“DPS”) for the supply of property consultancy services to the public sector in Wales (“Customer Organisations”).
- 1.3. The procurement exercise is being conducted by The National Procurement Service (NPS), which is hosted by the Welsh Government. Further information on NPS can be accessed at the link below:

<http://npswales.gov.uk/?skip+1&lang=eng>
- 1.4. As a consequence of the Government of Wales Act 2006, the contracting party will be the Welsh Ministers, hereafter referred to as “the Client”.
- 1.5. The contract will be subject to the new General Data Protection Regulations (GDPR). To ensure you are familiar with the legislation and your obligation please refer to guidance from the Information Commissioner’s Office <https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr>

Part 2 - Services Required

2. THE SERVICES

2.1. The DPS will be for an initial period of four years and include the option to extend in two year periods until the agreement is no longer fit for purpose. The anticipated start date is 1 August 2019.

2.2. The Agreement will cover the supply of the following services:

- 2.2.1. Architectural Design Services
- 2.2.2. Mechanical and Electrical Engineering Design Services (M&E)
- 2.2.3. Structural/Civil Engineering Design Services (SE)
- 2.2.4. Cost Consultancy Services
- 2.2.5. Project Management Services
- 2.2.6. Multi-Disciplinary Services (Multi)

2.3. This Service Requirements document contains the minimum requirements that Customer Organisations will require and that individual specifications will provide full requirements at call-off stage which must be met.

2.4. CORE SERVICE REQUIREMENTS – APPLICABLE TO ALL CATEGORIES

2.4.1. The DPS Supplier(s) will be expected to offer the following “core service” requirements. These are expected as a minimum across all categories under this DPS Agreement.

2.4.2. References to legislation, policy, best practice etc. should be taken to include the current status as well as potential future amendments.

2.4.3. The DPS provides Customer Organisations with support in the delivery of construction projects including those indicated below. Requirements within the Customer Organisations’ estates may vary widely; projects may include traditional to modular forms of construction and may include, but not be limited to:

- 2.4.3.1. New Build
- 2.4.3.2. Refurbishment
- 2.4.3.3. Regeneration
- 2.4.3.4. Alteration/Extension
- 2.4.3.5. Conservation and preservation of buildings and/or structures
- 2.4.3.6. Maintenance works/programmes
- 2.4.3.7. Replacement of plant
- 2.4.3.8. Security/counter terrorism defence

2.4.4. The DPS Supplier(s) will meet the following requirements in their entirety in order to provide the Services under each Category as below during the DPS Period and until any Call Off Agreements established under this DPS expire.

2.4.5. The DPS Supplier(s) must be able to provide the full range of services required for each Category for which they wish to be considered.

- 2.4.6. The DPS Supplier(s) shall comply with the following mandatory requirements in relation to all Categories.

2.5. Service Delivery

- 2.5.1. The DPS Supplier(s) shall fulfil all of the Services that the Customer Organisations require from the respective Category, as set out in Appendix A to this document: (Schedule of Services). Please refer to paragraph 2.4.1.
- 2.5.2. Provide personnel who have the relevant professional qualifications, technical skills and experience in the respective Core Service Discipline(s) as set out in Appendix B – Person Specifications. The Supplier(s) will also ensure that the personnel have appropriate knowledge of the relevant safety and environmental standards, relevant to the respective core Service Discipline(s) and Services.
- 2.5.3. Provide personnel whose standard of security clearance is compliant with the individual Customer Organisation's security requirements, which will be confirmed at the call off stage.
- 2.5.4. In the event of the absence of personnel previously allocated, the Supplier will ensure that subsequent replacement personnel will be of the same level of relevant experience and have the required level of security clearance. The DPS Supplier will ensure that any replacements are agreed with the individual Customer Organisations, and that suitable arrangements are made for handover to enable a smooth transition, minimise the detrimental effect and avoid any additional costs to the individual Customer Organisations.
- 2.5.5. Where additional costs may arise as a result of change of personnel requested by the DPS Supplier, the DPS Supplier will obtain prior consent from the individual Customer Organisation, unless otherwise agreed by the Parties; the DPS Supplier will meet all additional costs in this instance.
- 2.5.6. Where additional costs may arise as a result of change of personnel requested by the individual Customer Organisation, the DPS Supplier will obtain prior consent from the individual Customer Organisation, unless otherwise agreed by the Parties; any additional costs will be agreed between the DPS Supplier and individual Customer Organisations prior to the change.
- 2.5.7. The DPS Supplier will undertake all reasonable measures to ensure continuity of personnel.
- 2.5.8. The DPS Supplier will ensure that all work which is undertaken in respect of this DPS fully complies with all of the individual Customer Organisations' policies and procedures, which will be set out by the Customer Organisation under their individual Call Off Agreements.
- 2.5.9. Where Customer Organisations have specialist requirements relating to individual projects and/or Service provisions, these will be specified by the Customer Organisation's Scope/Specification at the Call Off Agreement stage. For example, such specialist requirements may include, but are not limited to:
- 2.5.9.1. specific security clearances,
 - 2.5.9.2. sector specific requirements and/or experience and other provisions;
- and

- 2.5.9.3. Standards connected to delivery of the Services to the individual Customer Organisations.
- 2.5.10. The DPS Supplier will ensure the co-ordination of all outputs provided by its supply chain in the delivery of the Services, and will effectively manage all interface risks to provide a seamless service to the Customer Organisation.
- 2.5.11. The DPS Supplier will establish and develop relationships and contractual arrangements with its Sub-Suppliers that are complementary to the relationships and contractual arrangements under the DPS and Call Off Agreements.
- 2.5.12. The DPS Supplier will improve Sub-Supplier arrangements to achieve continuous improvement in the delivery of the Services as set out in the DPS and Call Off Agreements.
- 2.5.13. The DPS Supplier will have robust performance management and benchmarking processes in place to ensure the objective measurement and assessment of the performance of its Sub-Suppliers. Such processes will include measurement of the Sub-Supplier's performance in relation to cost, programme and quality of the Services delivered. The DPS Supplier will also measure any 'added value' provided by the Sub-Supplier in the delivery of the Services, including but not limited to, community benefits and improved sustainability.
- 2.5.14. The DPS Supplier will manage its Sub-Suppliers and supply chain to ensure that the required standards for the delivery of the Services are consistently achieved.
- 2.5.15. The Customer Organisations will confirm the scope of Services required within the Scope/Specification submitted. The Scope/Specification will advise of any existing, in-house, future in-house or other incumbent capability.
- 2.5.16. The DPS Supplier will prepare a Project Execution Plan (PEP) for each Project, in consultation with the Customer Organisations and the other Project Team members. The PEP will provide the procedures by which the Project will be delivered and handed over, the protocol for communication during the Contract and the nature and timing of meetings and key reviews throughout the Contract.
- 2.5.17. The DPS Supplier will prepare the Delivery Timetable which will illustrate the timetable for the outputs to be produced by each Project Team member.
- 2.5.18. The DPS Supplier will prepare agendas, and prepare and circulate minutes of all meetings to the Project Team within five (5) Working Days of the meeting. The minutes will record time-bound, measurable actions to be taken, and will clearly define ownership of ongoing actions.
- 2.5.19. The DPS Supplier will organise and attend workshops as required within the Call Off Agreement, the Delivery Timetable or as otherwise required.
- 2.5.20. The DPS Supplier will give the Customer Organisations sufficient notice of all meetings arranged by the DPS Supplier, in order to facilitate the opportunity for attendance by the Customer Organisations, the other members of the Project Team and any other attendees, as may be necessary.

- 2.5.21. Where the DPS Supplier is required to advise or assist the Customer Organisations in any way, such advice or assistance will include the coordinated advice or assistance obtained from the other members of the Project Team as may be necessary.
- 2.5.22. The DPS Supplier will ensure that the Project Team members provide all necessary information to enable compliance with the Construction Design and Management Regulations 2015, and ensure that, as far as practicable, all those undertaking design and construction comply with their statutory duties and obligations.
- 2.5.23. For each Contract the DPS Supplier will provide regular reports, at no less than monthly intervals or at such intervals as the Customer Organisations may instruct. Each report will:
 - 2.5.23.1. illustrate progress against the Delivery Timetable;
 - 2.5.23.2. demonstrate whether the approved budget and cash-flow is being maintained; and
 - 2.5.23.3. identify those matters which require a decision from the Customer Organisations and, where necessary, provide assistance to the Customer Organisations to make an informed decision on all such matters.

2.6. Customer Requirements

- 2.6.1. Customer Organisations will set out their requirements in a Scope/Specification.
- 2.6.2. In response to the Scope/Specification, the DPS Supplier will provide a written report which sets out their detailed understanding of the Scope/Specification, proposed approach to the task, resource plan and fee proposal.
- 2.6.3. The timescale for the DPS Supplier to respond to the Scope/Specification will be defined within individual Call Off Agreements as will the format and content of the written report.
- 2.6.4. The proposed resource plan will include copies of detailed CVs which outline the level of expertise and experience of the personnel to be assigned, including the provision of key persons where requested or appropriate.
- 2.6.5. The DPS Supplier will agree its fee, key persons and timetable with the Customer Organisations, prior to the commencement of the Services.
- 2.6.6. The DPS Supplier will ensure that the Services to be provided are progressed and delivered within the required timescales as set out in the Scope/Specification, or as otherwise subsequently agreed in writing between the Supplier and the Customer Organisations.
- 2.6.7. The DPS Supplier will ensure that all Services are delivered in accordance with the Scope/Specification, and comply fully with the required professional, technical, quality, safety and environmental standards.
- 2.6.8. The DPS Supplier will notify the Customer Organisation in writing within two (2) working days of any instances where the Scope/Specification or the Customer Organisation's instructions are at variance with the DPS Supplier's or

Discipline's professional judgement, or if discrepancies exist between requirements and/or instructions.

- 2.6.9. The fees submitted by the DPS Supplier will include all necessary outputs and deliverables appropriate to the Scope/Specification and in accordance with Appendix A (Schedule of Services).
- 2.6.10. The DPS Supplier will ensure that all fees are appropriate to the Service delivery, and are properly chargeable.
- 2.6.11. The DPS Supplier will, at all times, maintain accurate records of all payments and other matters relating to its duties and retain copies of all invoices and supporting documentation. If requested, the DPS Supplier will make such records available to the Customer Organisation(s).

2.7. Communication

- 2.7.1. The DPS Supplier will establish and comply with specified communication procedures to enable the Project Team to work effectively to achieve the successful delivery of the Contract, as detailed in the Scope/Specification.
- 2.7.2. The DPS Supplier will ensure that sufficient notice is provided to the Customer Organisations, to enable the provision of all necessary decisions by the Customer Organisations are made in a timely manner, and does not adversely impact upon delivery of the Services and/or Contract.
- 2.7.3. The DPS Supplier will cooperate at all times with the Project Team and Customer Organisations, in accordance with the spirit and terms of the Contract.
- 2.7.4. The DPS Supplier will ensure attendance at meetings, by all relevant Disciplines, with the Customer Organisations(s) and the other Project Team members necessary to deal with all matters appertaining to the delivery of the Project, in accordance with the Scope/Specification and the Contract.
- 2.7.5. The Customer Organisation may have a requirement for the DPS Supplier to be available to attend a site within a particular timescale, this information would be detailed within the Scope/Specification but should not be less than 2 working hours.

2.8. Welsh Language Standards

- 2.8.1. The Welsh Language (Wales) Measure 2011 ("the 2011 Measure") makes provision for the specification of standards of conduct in relation to the Welsh language ("standards").
- 2.8.2. Section 26 of the 2011 Measure enables the Welsh Ministers to specify standards, and section 39 enables them to provide that a standard is specifically applicable to a person by authorising the Welsh Language Commissioner ("the Commissioner") to give a notice to that person requiring compliance with the standard (a "compliance notice").
- 2.8.3. The Welsh Language Standards (No. 1) Regulations 2015 ("the 2015 Regulations") specify standards in relation to the conduct of the Welsh Ministers, county and county borough councils and National Park authorities.

- 2.8.4. The Commissioner has issued compliance notices to these bodies. The compliance notices, which may be amended by the Commissioner, set out which standards must be complied with by the bodies in question, and by when the bodies have to comply with them. They also specify in respect of certain standards circumstances and areas where they are and are not required to comply with them. A copy of the compliance notices for each of the bodies can be found here:

<http://www.comisiynyddygydraeg.cymru/English/Publications/Pages/SearchResults.aspx?Category=Compliance%20notices>

- 2.8.5. The 2015 Regulations also provide that, unless the compliance notices provide to the contrary, the standards will apply to an activity carried out or service provided on behalf of these Authorities under arrangements made with a third party. That will include carrying out an activity or supplying services through contractual arrangements. This means that if a DPS Supplier fails to comply with a standard where it acts on behalf of one of these Authorities, it will amount to a failure on the part of the Authority itself, rendering the Authority open to investigation and possible sanction from the Welsh Language Commissioner.
- 2.8.6. The DPS Suppliers will be required to provide goods or services in a way which does not put an Authority in breach of Welsh Language Standards, and (where it is carrying out an activity or providing services on behalf of the Authority) to comply with the applicable standards, and indemnify the Authority against any failure. These requirements are in addition to any specific requirements relating to the Welsh language which any Authority may choose to specify.

2.9. Conservation

- 2.9.1. A number of Customer Organisations may from time to time have a requirement for services relating to historic properties. It is possible that a Customer Organisation may require the DPS Supplier for such services to be conservation accredited. This is not a mandatory requirement for the DPS and would be stated within the Customer Organisation's Scope/Specification however this information will be sought and made available to the Customer Organisations to assist in their decision making when awarding contracts.
- 2.9.2. DPS Suppliers will be able to update details of their registration at any time.
- 2.9.3. The NPS may add additional accreditation schemes in the future however the professions and schemes that are currently recognised are:-

Architects listed on the AABC Register at category 'A' (<https://www.aabc-register.co.uk/>), RIAS Register at Accredited or Advanced level (<https://www.rias.org.uk/directory/conservation/>) or RIBA Conservation Register at Specialist Conservation Architect level (<https://www.architecture.com/education-cpd-and-careers/membership-and-accreditation/specialist-conservation-architect-sca>)

Chartered building surveyors listed on the RICS Building Conservation Accreditation Register (<http://www.rics.org/uk/join/member-accreditations/building-conservation-accreditation/>)

Chartered architectural technologists listed in the CIAT Directory of Accredited Conservationists at Accredited Conservationist level (<https://ciat.org.uk/resources/find-an-accredited-conservationist.html>)

2.10. Legislation

- 2.10.1. The DPS Supplier will ensure that the expertise of the Service Disciplines provided under this DPS is fully compliant at all times with the Law.
- 2.10.2. The DPS Supplier will assist Customer Organisations in ensuring compliance with EU regulations arising from Contracts, including publication of notices, and will comply with all relevant procedures.
- 2.10.3. When required by the Customer Organisation, the DPS Supplier will provide support to ensure that the full benefits of Project Bank Accounts (PBAs), as a means of enabling faster payments through the supply chain, are realised.
- 2.10.4. The NPS anticipates that during the DPS Period the required level of Supplier compliance with BIM standards shall increase in Government. The Customer Organisation(s) will confirm the minimum BIM level required in the Scope/Specification.

2.11. Continuous Improvement

- 2.11.1. The DPS Supplier will ensure that it effectively reviews the delivery of its Services in order to continually improve performance, for example, through post project reviews.
- 2.11.2. The DPS Supplier will ensure that it raises its standards of Service delivery throughout the DPS Period, and will promote best practice to become working practice.
- 2.11.3. The DPS Supplier will encourage creativity, innovation and continuous improvement during the course of a Contract or series of Contracts.
- 2.11.4. The DPS Supplier will use a number of information sources to maintain and develop its knowledge of the public sector and public sector construction market.
- 2.11.5. The DPS Supplier will ensure that all Services delivered are fully compliant with the relevant policy and guidance, including governmental policies on construction and the legislative requirement.

2.12. Complaints

- 2.12.1. The DPS Supplier will have a robust and auditable complaints procedure for logging, investigating, managing, escalating and resolving complaints initiated by the Customer Organisation(s).
- 2.12.2. The complaints procedure will comply with the following:
 - 2.12.2.1. All complaints will be logged and acknowledged within twenty-four (24) hours of receipt;
 - 2.12.2.2. All complaints will be resolved within ten (10) Working Days of the original complaint being made, unless otherwise agreed with the Customer Organisation(s);

2.12.2.3. All complaints will be recorded, together with the actions and timescales taken to resolve the complaint; and

2.12.2.4. The DPS Supplier will analyse and identify any pattern of complaints and bring these to the attention of the Customer Organisation(s) during Supplier Review Meetings.

2.12.3. The DPS Supplier will have in place an escalation route for any complaints that have not been resolved within the specified timescales.

2.12.4. The DPS Supplier will provide the Customer Organisation(s) with one consolidated report per quarter, for the duration of this DPS Agreement, capturing all complaints detailed by the Customer Organisation(s). These reports will include the date the complaint was received and resolved, complainant contact details, the nature of the complaint and actions agreed and taken to resolve the complaint and any changes to the programme and learning from experience.

2.13. Insurances and Warranty

2.13.1. The DPS Supplier will ensure that it will have in place and maintain the insurances detailed below. Customer Organisations may require additional levels of Insurances, which will be detailed in the Scope/Specification, and the Supplier will comply with the same. The table below gives an indication of potential requirements.

| Minimum Requirement | Employers Liability | Public Liability | Professional Indemnity* |
|--|---------------------|-------------------|-------------------------|
| DPS Place Mandatory Requirement | £5 Million | £5 Million | £1 Million |
| Further Competition Indicative Requirements | | | |
| < £25,000 Low Risk | £5 Million | £5 Million | £1-2 Million |
| < £25,000 Medium Risk | £5-10 Million | £5-10 Million | £1-5 Million |
| > £25,000 Medium Risk | £5-10 Million | £5-10 Million | £1-5 Million |
| > £25,000 High Risk | £5-10 Million | £5-10 Million | £2-10 Million |

* each and every claim but in the aggregate for pollution and contamination in the period of indemnity, held for a minimum period of 12 years from appointment.

2.13.2. Where required by the Customer Organisations, the DPS Supplier will provide collateral warranties, in accordance with the requirements of each Contract, which will be detailed in the Scope/Specification.

2.14. Risk Management

2.14.1. The DPS Supplier will work with its supply chain and the Project Team to proactively manage project risks, and undertake value engineering and value management, to deliver mutual benefits and the most successful outcome for the Customer Organisation(s).

2.14.2. The DPS Supplier will work with the Project Team to identify and rank the risks identified, agree a risk management strategy and prepare a risk register for each Contract, which reflects the risk allocation to be utilised within the Contract and the roles and responsibilities of each Project Team member.

- 2.14.3. The DPS Supplier will review and update the risk register in conjunction with the Project Team, on not less than a monthly basis or as otherwise agreed within the Call Off Agreement.

Part 3 – Service Provider Capabilities

3. DISCIPLINE SPECIFIC MANDATORY REQUIREMENTS

3.1. Categories 1 to 6 – Architectural Services

3.1.1. These Categories will be for the provision of Architectural Core and Non-Core Service Disciplines to the Customer Organisations within the geographic region stated. Further detail of the services can be found within Appendix A Schedule of Services.

3.1.2. Suppliers within these Categories will be able to demonstrate their compliance with the relevant Mandatory qualification and experience requirements detailed in Appendix B – Person Specifications.

3.1.3. Core Service Disciplines

3.1.3.1. Architect

Including but not limited to the provision of all architectural services as detailed within the RIBA Schedule of works 2013 and any subsequent revised version.

3.1.3.2. BIM Co-ordinator

Model Management, Project Information Management and process management activities. Model Management activities include the generation and delivery of one or more Model Uses. Project information management activities include ensuring the inclusion/accuracy/detail of information as to meet contractual requirements. Process management activities include facilitating the relationship between Project Participants by assisting them to select collaboration workflows, delivery standards and communication protocols as best suited for each particular project, or project phase.

3.1.3.3. Lead Designer

Including but not limited to the provision of all Lead Designer services as detailed within the RIBA Schedule of works 2013 and any subsequent revised version.

3.1.3.4. Principal Designer

Plan, manage, monitor and coordinate health and safety in the pre-construction phase. In doing so they must take account of relevant information (such as an existing health and safety file) that might affect design work carried out both before and after the construction phase has started

Help and advise the Customer Organisation in bringing together pre-construction information, and provide the information designers and Supplier. Suppliers need to carry out their duties work with any other designers on the project to eliminate foreseeable health and safety risks to anyone affected by the work and, where that is not possible, take steps to reduce or control those risks.

Ensure that everyone involved in the pre-construction phase communicates and cooperates, coordinating their work wherever required

Liaise with the principal Supplier, keeping them informed of any risks that need to be controlled during the construction phase.

3.1.3.5. **Non Core Service Disciplines**

- 3.1.3.5.1. Asbestos Surveyor
- 3.1.3.5.2. Building Surveyor
- 3.1.3.5.3. Conservation Architect
- 3.1.3.5.4. Counter Terrorism Advice/Design
- 3.1.3.5.5. Environmental Services Advisor
- 3.1.3.5.6. Interior Designer
- 3.1.3.5.7. Landscape Architect
- 3.1.3.5.8. Land Surveyor
- 3.1.3.5.9. Migration Planner and Manager
- 3.1.3.5.10. Risk Advisor
- 3.1.3.5.11. Space Planning Services
- 3.1.3.5.12. Technical Author
- 3.1.3.5.13. BREEAM Advisor
- 3.1.3.5.14. Acoustic Engineer
- 3.1.3.5.15. Feasibility Studies

3.2. **Categories 7 to 12 – Mechanical and Electrical Engineering Design Services**

3.2.1. These Categories will be for the provision of Mechanical and Electrical Engineering Design Core and Non-Core Service Disciplines to the Organisations within the geographic region stated; further detail of the services can be found within Appendix A Schedule of Services.

3.2.2. Suppliers within these Categories will be able to demonstrate their compliance with the relevant Mandatory qualification and experience requirements detailed in Appendix B – Person Specifications.

3.2.3. **Core Service Disciplines**

3.2.3.1. **Mechanical Engineer & Electrical Engineer**

Including but not limited to the provision of all Mechanical and Electrical Engineering Services as detailed within the RIBA Schedule of works 2013 and any subsequent revised version in terms of the following:-

Safety

- Daylight and artificial lighting.
- Escalators and lifts.
- Ventilation and refrigeration.
- Security and alarm systems.
- Fire detection and protection.

Efficiency

- Energy supply and use.
- Communications networks.
- Facade engineering.
- Whole life costing.
- Renewable Energy

Comfort

- Heating and ventilating.
- Lighting.

- Water, drainage and plumbing.
- Air conditioning and refrigeration.
- Acoustics and noise control.

3.2.3.2. **BIM Co-ordinator**

Model Management; Project Information Management and process management activities. Model Management activities include the generation and delivery of one or more Model Uses. Project information management activities include ensuring the inclusion/accuracy/detail of information as to meet contractual requirements. Process management activities include facilitating the relationship between Project Participants by assisting them to select collaboration workflows, delivery standards and communication protocols as best suited for each particular project, or project phase.

3.2.3.3. **Non Core Service Disciplines**

- 3.2.3.3.1. Counter Terrorism Advice/Design
- 3.2.3.3.2. Environmental Services Advisor
- 3.2.3.3.3. Lead Designer
- 3.2.3.3.4. Principal Designer
- 3.2.3.3.5. Risk Advisor
- 3.2.3.3.6. Technical Author
- 3.2.3.3.7. BREEAM Advisor
- 3.2.3.3.8. Low/Zero Carbon Advisor
- 3.2.3.3.9. Feasibility Studies

3.3. **Categories 13 to 18 – Structural/Civil Engineering Design Services**

3.3.1. These Categories will be for the provision of Structural Engineering Design Core and Non-Core Service Disciplines to the Organisations within the geographic region stated, further detail of the services can be found within Appendix A Schedule of Services.

3.3.2. Suppliers within these Categories will be able to demonstrate their compliance with the relevant Mandatory qualification and experience requirements detailed in Appendix B – Person Specifications.

3.3.3. **Core Service Disciplines**

3.3.3.1. **Structural Engineer**

- Including but not limited to the provision of all Structural Engineering Services as detailed within the RIBA Schedule of works 2013 and any subsequent revised version in terms of the following:-
- Design of structural components of projects, including analyzing survey reports, topographical maps, zoning restrictions and Customer Organisation requirements to ensure specifications meet project goals.
- Strengthening Works and structural asset management.

- Review blueprints, plans and change orders to verify structural integrity of materials and designs, and perform complex calculations and use of modelling methods
- Participate in initial planning and bidding processes, including reviewing environmental factors, regulations, constructions costs and risk analysis reports to prepare comprehensive study on all relevant design factors
- Research existing and new material technology to determine practical applications, strength and durability expectations and cost-benefits information, and prepare material recommendations for current and future projects
- Create and present structural overviews for upcoming projects, and develop reports that include technical details for engineers as well as big-picture analysis and cost estimates for project managers and senior executives
- Use AutoCAD and other drafting software programs to create 2D design documents and 3D models for individual components and overall structural plans according to Customer Organisation needs and project requirements for deliverables
- Prepare documentation for Customer Organisations covering project plans and progress, change orders, environmental impact findings, ownership transfers and other relevant information.
- Some elements of Civil Engineering may be required in relation to property commissions awarded under this DPS, this may include services around access, drainage etc.
- Specification, procurement and preparation of ground/site investigation reports and findings including ground remediation.

3.3.3.2. **BIM Co-ordinator**

Model Management, Project Information Management and process management activities. Model Management activities include the generation and delivery of one or more Model Uses. Project information management activities include ensuring the inclusion/accuracy/detail of information as to meet contractual requirements. Process management activities include facilitating the relationship between Project Participants by assisting them to select collaboration workflows, delivery standards and communication protocols as best suited for each particular project, or project phase.

3.3.3.3. **Non Core Service Disciplines**

- 3.3.3.3.1. Civil Engineer
- 3.3.3.3.2. Counter Terrorism Advice/Design
- 3.3.3.3.3. Environmental Services Advisor
- 3.3.3.3.4. Lead Designer
- 3.3.3.3.5. Principal Designer
- 3.3.3.3.6. Risk Advisor
- 3.3.3.3.7. Technical Author

- 3.3.3.3.8. BREEAM Advisor
- 3.3.3.3.9. Expert Witness
- 3.3.3.3.10. Feasibility Studies

3.4. **Categories 19 to 22 – Multi-Disciplinary Services**

3.4.1. These Categories will be for the provision of Design Led Multi-disciplinary Core and Non-Core Service Disciplines to the Organisations within the geographic region stated, further detail of the services can be found within Appendix A Schedule of Services.

3.4.2. Suppliers within these Categories will be able to demonstrate their compliance with the relevant Mandatory qualification and experience requirements detailed in Appendix B – Person Specifications.

3.4.3. **Core Service Disciplines**

3.4.3.1. Please see the individual discipline specifications.

3.4.4. **Non Core Service Disciplines**

- 3.4.4.1. Access Surveyor (Disability Discrimination Act)
- 3.4.4.2. Acoustic Engineer
- 3.4.4.3. Asbestos Surveyor
- 3.4.4.4. Building Surveyor
- 3.4.4.5. Clerk of Works/Supervisor role
- 3.4.4.6. Conservation Architect
- 3.4.4.7. Construction Lead
- 3.4.4.8. Counter Terrorism Advice / Design
- 3.4.4.9. Environmental Services Advisor (Including Buildings, Land, Water, Seascape, Ecology, Biodiversity, Air, Light, Noise, Vibration, Waste & Water Management, Energy & Energy Management)
- 3.4.4.10. Fire & Sprinkler Engineer
- 3.4.4.11. General IT / Designer
- 3.4.4.12. Health & Safety Advisor
- 3.4.4.13. Interior Designer
- 3.4.4.14. Landscape Architect
- 3.4.4.15. Land Surveyor
- 3.4.4.16. Migration Planner and Manager
- 3.4.4.17. Risk Advisor
- 3.4.4.18. Security Advisor
- 3.4.4.19. Space Planning Services
- 3.4.4.20. Technical Author
- 3.4.4.21. Town Planning Consultant
- 3.4.4.22. Waste Management Advisor
- 3.4.4.23. BREEAM Advisor

3.5. **Categories 23 to 28 –Cost Consultancy**

3.5.1. These Categories will be for the provision of Quantity Surveying/Cost Consultancy Core and Non-Core Service Disciplines to the Organisations within the geographic region stated, further detail of the services can be found within Appendix A Schedule of Services).

3.5.2. Suppliers within these Categories will be able to demonstrate their compliance with the relevant Mandatory qualification and experience requirements detailed in Appendix B – Person Specifications.

3.5.3. **Core Service Disciplines**

3.5.3.1. Quantity Surveyor

3.5.3.2. Cost Consultant

- Including but not limited to the provision of all Quantity Surveying/Cost Consultancy Services as detailed within the RIBA Schedule of works 2013 and any subsequent revised version in terms of the following:-
- Provide expert advice on construction costs, life cycle costing, cost planning, procurement and tendering, contract administration and commercial management.
- Studying drawings and specifications provided by architects or engineers and using Building Information Modelling (BIM) calculate accurate quantities of materials, labour and work costs.
- Provide early cost advice, to budget and benchmark projects and to prepare life cycle cost plans and continue to maintain a constant check on costs throughout the project life.
- Use own knowledge to adhere to Building Regulations in order to ensure that the project passes Building Control.
- During the build they keep a constant check on costs.
- Preparation of Bills of Quantities where required

3.5.4. **Non Core Service Disciplines**

3.5.4.1. Risk Advisor

3.5.4.2. Economic Analysis

3.6. **Categories 29 to 31 – Project Management**

3.6.1. These Categories will be for the provision of Project Management Core and Non-Core Service Disciplines to the Customer Organisations within the geographic region stated, further detail of the services can be found within Appendix A - Schedule of Services.

3.6.2. Suppliers within these Categories will be able to demonstrate their compliance with the relevant Mandatory qualification and experience requirements detailed in Appendix B – Person Specifications.

3.6.3. **Core Service Disciplines**

3.6.3.1. Project Management including Project Lead, Customer Adviser and Contract Administrator

Including but not limited to the provision of all Project Management Consultancy Services as detailed within the RIBA Schedule of works 2013 and any subsequent revised version in terms of the following:-

- Managing the production of the required deliverables.
- Planning and monitoring the project
- Adopting any delegation and use of project assurance roles within agreed reporting structures
- Stakeholder Management
- Value Engineering
- Schedule Management
- Preparing and maintaining project, stage and exception plans as required
- Managing project risks, including the development of contingency plans
- Liaison with programme management (if the project is part of a programme) and related projects to ensure that work is neither overlooked nor duplicated
- Monitoring overall progress and use of resources, initiating corrective action where necessary
- Applying change control processes
- Reporting through agreed lines on project progress
- Liaison with appointed project assurance representatives to assure the overall direction and integrity of the project
- Maintaining an awareness of potential interdependencies with other projects and their impact
- Adopting and applying appropriate technical and quality strategies and standards
- Identifying and obtaining support and advice required for the management, planning and control of the project
- Managing project administration
- Conducting a project evaluation review to assess how well the project was managed preparing any follow-on action recommendations
- Provide the interface between the Customer Organisation and external consultants developing highly productive and positive relationships.

3.6.4. **Non Core Service Disciplines**

- 3.6.4.1. Clerk of Works/Supervisor
- 3.6.4.2. Construction Lead
- 3.6.4.3. Cost Consultancy
- 3.6.4.4. Contract Administration

DPS Specific Requirements

Part 4 – Sustainable Development

4. SUSTAINABLE DEVELOPMENT & WELL BEING OF FUTURE GENERATIONS LEGISLATION INCORPORATING COMMUNITY BENEFITS DELIVERY REQUIREMENTS

4.1. Sustainable development is defined in the Well-being of Future Generations (Wales) Act 2015. The Client is subject to the requirements of this Act and passes these onto its suppliers to deliver sustainable development.

4.2. You can read about the Act here:

<http://gov.wales/topics/people-and-communities/people/future-generations-act/>

4.3. You can read the statutory guidance for organisations subject to the Act (which includes the Client) here:

<http://gov.wales/topics/people-and-communities/people/future-generations-act/statutory-guidance/>

4.4. Under the Act, ‘sustainable development’ means:

4.4.1. “The process of improving the economic, social, environmental and cultural well-being of Wales by taking action, in accordance with the sustainable development principle, aimed at achieving the well-being goals.”

4.5. The Sustainable Development Principle

4.5.1. To act “in accordance with the sustainable development principle”, you must:

4.5.1.1. Take account of how what you are doing impacts on the ability to meet needs in the future, safeguarding this ability against short term needs (taking a long term approach);

4.5.1.2. Identify and maximise how what you are doing might be able to deliver benefits across more than one well-being objective or across the well-being goals; or where what you are planning has a detrimental effect on other well-being goals (taking an integrated approach);

4.5.1.3. Involve other stakeholders with an interest in achieving the well-being goals, and that these stakeholders reflect the diversity of the population. Involvement can mean more than traditional consultation and can include mobilising social capital to assist in the design and the delivery of solutions (involving stakeholders);

4.5.1.4. Seek out ways to collaborate to improve your outcomes or the outcomes of those you collaborate with. This can include other parts of the Client or of your own organisation that you might not have worked with as a matter of routine, but who could contribute to the outcomes of the contract – or for whom the contract could contribute better outcomes (a collaborative approach).

4.5.1.5. Consider how doing things that prevent or mitigate problems can also contribute to the well-being objectives of the Welsh Government or another public body (a preventative approach).

4.5.2. These approaches are covered in more detail in the statutory guidance at the link above.

4.6. **The Well-Being Goals**

4.6.1. The action the Client takes (including through contracted suppliers) must be “aimed at achieving the well-being goals”. The seven well-being goals are:

4.6.2. **A Prosperous Wales**

An innovative, productive and low carbon society which recognises the limits of the global environment and therefore uses resources efficiently and proportionately (including acting on climate change); and which develops a skilled and well-educated population in an economy which generates wealth and provides employment opportunities, allowing people to take advantage of the wealth generated through securing decent work.

4.6.3. **A Resilient Wales**

A nation which maintains and enhances a biodiverse natural environment with healthy functioning ecosystems that support social, economic and ecological resilience and the capacity to adapt to change (for example climate change).

4.6.4. **A Healthier Wales**

A society in which people's physical and mental well-being is maximised and in which choices and behaviours that benefit future health are understood.

4.6.5. **A More Equal Wales**

A society that enables people to fulfil their potential no matter what their background or circumstances (including their social economic background and circumstances).

4.6.6. **A Wales of Cohesive Communities**

Attractive, viable, safe and well-connected communities.

4.6.7. **A Wales of Vibrant Culture and Thriving Welsh Language**

A society that promotes and protects culture, heritage and the Welsh language, and which encourages people to participate in the arts, and sports and recreation.

4.6.8. **A Globally Responsible Wales**

A nation which, when doing anything to improve the economic, social, environmental and cultural well-being of Wales, takes account of whether doing such a thing may make a positive contribution to global well-being.

4.7. Some examples of actions that can help to contribute to these goals are set out in the preceding section, but the successful Service Provider(s) will be expected to show innovation in their commitment to contributing to the well-being goals through the five ways of working that are part of the sustainable development principle.

4.8. The Well-Being Objectives

4.8.1. The DPS Supplier(s) will be under contract with the NPS, and identifying which of the Client's well-being objectives you can contribute to is the easiest way to show how you can help meet the Client's aims.

4.8.2. You can find more information about the Government's well-being objectives and the programme of government Taking Wales Forward here: <http://gov.wales/about/programme-for-government/>

4.8.3. The well-being objectives are:

4.8.3.1. Create conditions to give every child the best start in life.

4.8.3.2. Improve education outcomes for all and reduce the gap in outcomes for different groups.

4.8.3.3. Help people live healthy and independent lives and support a healthy workforce.

4.8.3.4. Improve prosperity for all across Wales, helping people into employment and sustaining jobs.

4.8.3.5. Create the conditions for people to learn and use the Welsh language with their families, in their communities and in the workplace.

4.8.3.6. Support the transition to a low carbon and climate resilient society.

4.8.3.7. Connect communities through sustainable and resilient infrastructure.

4.8.3.8. Support safe, cohesive and resilient communities.

4.8.3.9. Improve access to secure, safe, efficient and affordable homes.

4.8.3.10. Foster conditions for sustainable economic development and employment, whilst stimulating innovation and growth for a modern low carbon economy.

4.8.3.11. Promote and enhance the culture and heritage of Wales.

4.8.3.12. Manage, use and enhance Wales' natural resources to support long-term wellbeing.

4.8.3.13. Facilitate high quality, responsive and better integrated public services, to those that need them most, enabling citizens to be an equal partner.

4.8.3.14. Position Wales as an internationally focused, ambitious country engaged and connected to the wider world.

- 4.8.4. The Client publishes an annual review of its objectives, which may include revisions.

4.9. Community Benefits

- 4.9.1. There will be a Non Core approach to Community Benefits which will not be evaluated as part of the tender process. The DPS Suppliers will however be expected to deliver and report on the subsequent delivery of Community Benefits detailed in their Method Statement, throughout the life of the Contract.

- 4.9.2. The Community Benefits Policy has key strategic priority areas that align with the Well-Being of Future Generations Act and the Welsh Government's Well-Being Objectives. The priority areas that the NPS wants you to focus on in your Community Benefits proposal are:

- 4.9.2.1. Training and recruitment opportunities for the long term economically inactive/ disadvantaged groups, including Worklessness (Welsh Government Lift Programme), and/or graduates, under graduates placements and/or trainees, and/or Apprenticeships etc. Tenderers should consider opportunities for recruiting and training these groups as part of the workforce delivering this Contract. If so required by a Customer Organisation the DPS Supplier(s) may also be required to forward details of any externally advertised vacancies to Job Centre Plus.

- 4.9.2.2. Retention and training for the existing workforce.

- 4.9.2.3. Promotion of Environmental Benefits.

- 4.9.2.4. Promotion of Social Businesses.

- 4.9.2.5. Contributions to Education, Numeracy, Literacy and STEM subjects (Science, Technology, Engineering and Maths subjects)

- 4.9.2.6. Other social benefits include:

- The DPS Supplier(s) will be encouraged to secure other positive outcomes that would benefit the community they operate within, for example:
- Working with local schools and colleges to provide work experience opportunities and work placements; support for careers days; etc.
- Contributing free of charge professional expertise to community groups and/or regeneration Schemes.
- Sponsorship and support of community clubs and/or activities

- 4.9.3. Innovation is encouraged and the list detailed is not exhaustive.

- 4.9.4. It is important to ensure that the Contract delivery achieves Community Benefits over and above the Contract itself and also is clearly linked to your expertise as the supplier and the subject of the Contract. The expectation is that any Community Benefits proposed will be delivered on a cost neutral basis. This can

be achieved by engaging with the support agencies detailed on the following pages.

- 4.9.5. The DPS Supplier(s) must work with the Customer Organisation's Contract Manager to maximise the community benefits delivered throughout the Contract term. The DPS Supplier(s) will appoint a 'champion' in order to progress and innovate in this area of sustainability and community benefits. The Community Benefit Proposal should be included for regular review meetings.
- 4.9.6. The following agencies are available to support the Bidders in preparing their 'Community Benefits' proposal, and in the delivery of the Benefits post award. For more details of support agencies please see below:

Employment

- Job Centre Plus

- Website: <http://www.gov.uk/>

- Lift Programme

- E mail: liftprogramme@wales.gsi.gov.uk

- Careers Wales

- Website: www.careerswales.com / Telephone: 0800 100 900

- Working links

- Telephone: 02920 855700

Social Businesses

- Wales Co operative

- Social Firms Wales

- WCVA

Contributions to Education

- Employer Numeracy Engagement Programme

- Techniquest

- Email: anita@techniquest.org / Telephone: 02920 475460

- Techniquest Glyndwr

- Email: scot@tqg.org.uk / Telephone: 01978 293584

- Steam Powered Stories

- Email: janro.hayley@gmail.com / Telephone: 07580 502295

4.10. Post Award

- 4.10.1. As part of this Contract, the DPS Suppliers must report progress in this area to the Client on an annual basis. This will be built into your Key Performance Indicators and monitored on an ongoing basis via regular performance meetings.
- 4.10.2. The DPS Suppliers will endeavour to work with the Welsh Government's Better Jobs Closer to Home team to deliver a range of Government Policies that are designed to target prosperity for areas of high deprivation in Wales. The DPS Suppliers will be expected to work the Better Jobs Closer to Home team to identify opportunities to positively impact on citizens in areas of high deprivation and joblessness.

4.11. The Living Wage

- 4.11.1. The DPS Suppliers shall pay, and shall procure that its sub-Suppliers shall pay (in respect of provision of the successful provider Services such requirement to be included in the sub-Contract) the Living Wage to their respective employees provided that this requirement does not apply to Apprentices.
- 4.11.2. DPS Suppliers should note that a growing number of public sector organisations are requiring the payment of the Living Wage foundation.

4.12. Code of Practice – Ethical Employment in Supply Chains

- 4.12.1. The DPS Suppliers shall, and shall procure that its sub-Suppliers shall, comply with the Welsh Government's Code of Practice for Ethical Employment in Supply Chains.
- 4.12.2. No one should be denied opportunities because of their race, ethnicity, disability, gender, sexual orientation, age or religion. Welsh Government in its statutory duty to promote equality has led to the development of a distinctive equality agenda in Wales. This drives all our strategic policies and ensures that our practices reflect an equality of opportunity.

4.12.3. The issue of mainstreaming equalities is important to Welsh Government. We need to encourage bidders/suppliers to be committed to the equal opportunities agenda and to challenge discrimination relating to all the protected characteristics - race, age, gender, sexual orientation, marriage and civil partnership, pregnancy and maternity, disability, religion and belief, gender reassignment. We need to ensure we include diversity and inclusion issues as a standing item in our contract review meetings.

4.12.4. One way suppliers can demonstrate commitment to equality is through the Disability Confident scheme. It is a free scheme open to organisations across public, private and 3rd sectors and is aimed at organisations and businesses from one employee upwards.

About the scheme

<https://www.gov.uk/government/collections/disability-confident-campaign#become-a-disability-confident-employer>

How to sign up

<https://www.gov.uk/guidance/disability-confident-how-to-sign-up-to-the-employer-scheme>

4.12.5. The DPS Suppliers will therefore be expected to comply with legal duties as a minimum to ensure non-discrimination. The promotion of equality and diversity is mandatory and will be an integral part of decision-making and actions for the DPS Suppliers.

4.13. Further Help and Guidance

The link below provides more information on Community Benefits:-
<http://prp.wales.gov.uk/planners/general/strategy/procstrat/communitybenefits/>

or email communitybenefits@wales.gsi.gov.uk.

You may find it helpful to contact organisations that can provide support in the delivery of cost neutral benefits post Contract award.

Please refer to the table below for details:

| Name | Telephone | E-Mail | Web Address |
|---------------------|--------------|--------|--|
| Working Links Cymru | 02920 437130 | | www.workinglinks.co.uk |
| Job Centre Plus | 08456 012001 | | www.gov.uk/jobcentre-plus-help-for-recruiters |

| | | | |
|---------------------------------------|------------------|--|---|
| | (option 2) | | |
| Careers Wales | 0800 1830283 | | www.careerswales.com |
| Communities First | 01633 241550 | communities.first@wales.gsi.gov.uk | http://wales.gov.uk/topics/people-and-communities/regeneration/communitiesfirst/?lang=en |
| Sell2Wales | 01792 765837 | | www.sell2wales.co.uk |
| Go Wales Graduate Skills for Business | 0845 225 6050 | info@gowales.co.uk | www.gowales.co.uk |

4.14. Economic Development

- 4.14.1. The DPS Suppliers will be expected to support the local and wider economy in Wales through the provision of this Service for the duration of the Contract.
- 4.14.2. The DPS Suppliers will be expected to maximise supply chain opportunities for Local SMEs.
- 4.14.3. The DPS Suppliers will be expected to work with the NPS to open up opportunities for Welsh SMEs, and Micro Businesses including social enterprises, to Bid for 2nd and 3rd tier supply chain opportunities arising from this Contract. It is expected this will include:
 - 4.14.4. Advertising sub-Contracting opportunities on Sell2Wales (tier one supply chain) where appropriate;
 - 4.14.5. Using the Welsh Government's Business Wales to hold 'Meet the Buyer' events to introduce new businesses.
- 4.14.6. The DPS Suppliers must pay their Sub-Suppliers within 30 days of the receipt of a valid invoice.

4.15. Environmental Impact

- 4.15.1. Waste is high on the sustainability agenda and the DPS Supplier(s) must comply with The Producer Responsibility Obligations (Waste Packaging) (Amendment) Regulations 2010.

- 4.15.2. Any materials that are produced are to be kept to a minimum. Materials should be sustainable, reusable, recyclable and incorporate recycled content wherever technically possible.
- 4.15.3. The DPS Suppliers shall also assist the Customer Organisation in meeting its obligations under the following:
- Environment (Wales) Act 2016
 - The Towards Zero Waste Strategy
 - The recommendations of the Green Growth Wales Paper
- 4.15.4. In delivering the Contract the DPS Suppliers shall, and procure that its Sub-Suppliers shall, use best endeavours to minimise the impact of waste and implement a waste management policy that deals with waste in the following descending order of priority:
- prevention of waste;
 - minimisation of waste;
 - re-use of waste;
 - recycling of waste; and
 - disposal of waste.
- 4.15.5. In delivering the Contract the Service Provider(s) shall work with the Customer Organisation to develop and implement a low carbon impact strategy to reduce its carbon emissions over the period of the Contract.

Further information can be found by accessing the following link:

<http://www.legislation.gov.uk/ukxi/2010/2849/contents/made>.

4.15.6. Paper

Whilst in today's world most communication is conducted electronically, where paper is generated as part of this Agreement it is important to note that paper is a timber related product and timber must be sourced from legal and sustainable resources. Paper should also contain recycled content as a minimum.

4.15.7. Printing

Printers and printing cartridges that include potentially hazardous chemicals have a negative impact on the environment. The Service Provider(s) must consider the use of less toxic chemicals where possible and ensure that print cartridges are re-used/recycled.

Part 5 – Performance Management

5. PERFORMANCE MANAGEMENT

- 5.1. NPS will be responsible for the overall management of the DPS and they will also be responsible for liaison with all other Customer Organisations. However, individual Customer Organisations will manage the routine management and resolution of queries related to individual Orders.
- 5.2. There will be a nominated Category Manager within NPS to manage this Agreement. The NPS Category Manager will also be available to act as a mediator between individual Customer Organisations and the DPS Suppliers where routine queries related to individual Orders can not be resolved.
- 5.3. The continuance of the DPS will be subject to performance in all respects meeting all the requirements of the Agreement. In the event that contract monitoring and review indicates that performance is failing to maintain acceptable standards, grounds will exist for the DPS to be terminated and for the Client to seek alternative arrangements. Grounds will also exist for the individual agreement between the Client and the Supplier to be terminated and the Supplier to be removed from the Agreement.

5.4. Management Information for NPS

- 5.4.1. In order for NPS to track uptake, benefits and trends/patterns, the DPS Supplier will be required to submit management information reports as requested by NPS, detailing Agreement take up by the various Organisations, monthly expenditure per organisation, spend, etc.
- 5.4.2. Upon award of the DPS, the Category Forum consisting of representatives of the Customer Organisations, together with the DPS Suppliers, will establish the KPI's to be used for the life of the Agreement and will be reviewed on a regular basis or as and when required.
- 5.4.3. At the start of each financial year (April – March), the DPS Suppliers will be provided with two templates for completion on a regular basis.
- 5.4.4. The first will require the Supplier(s) to record spend information awarded under this Agreement, exclusive of VAT, for Customer Organisations across the Welsh public sector and must be returned to the Category Manager on a quarterly basis.
- 5.4.5. The second will detail key performance indicators and community benefits information on the performance of the DPS. However, this may be subject to change during the lifetime of the DPS and must be returned on a quarterly basis and, as a general rule, a week prior to any review meetings.

5.5. Management Information for Customers

- 5.5.1. The DPS Suppliers will supply Customer Organisations directly with their own management information as and when requested.
- 5.5.2. In addition, the DPS Suppliers must hold in a single database containing the following information for each contract, which must be available on request:
 - Client Name

- Contract/Project Title
- Category Detail
- Contracted Value
- Current Invoiced Amount
- Final Invoiced Amount
- Start Date
- Anticipated End Date

5.5.3. From time to time, the NPS/ Customer Organisations may be required to respond to urgent requests for information. Supplier(s) will be expected to provide the requested information within 24 hours of receipt of request, unless agreed in advance with the NPS/Customer Organisation.

5.6. Supplier Review Meetings

5.6.1. Six-monthly Category Forum meetings will be held with representatives of the NPS and the Customer Organisations to assess the performance of the DPS. Following these meetings, review meetings may be held with the DPS Suppliers to resolve any issues and to discuss ways in which the DPS can be continuously improved.

5.7. Performance Issues

5.7.1. The NPS may terminate the Agreement by written notice to the Supplier if the Supplier (in the sole opinion of the NPS) persistently or regularly fails to comply with the timescales and procedures for submission of Management Information reports and/or meet the Key Performance Indicators and/or submit Community Benefits information.

5.7.2. The NPS expects DPS Suppliers appointed to a Category to bid for work they are invited to under a mini competition. Customer Organisations may implement an Expression of Interest stage prior to running a mini-competition. The NPS may suspend or terminate the individual agreement by written notice to the DPS Supplier if the DPS Supplier (in the sole opinion of the NPS) persistently fails to accept or bid for work after providing a positive response to an Expression of Interest Stage. This will not apply where the Supplier indicates they will not be bidding as part of the mini-competition at the Expression of Interest Stage.

5.8. Business Continuity

5.8.1. The DPS Suppliers will have a robust Business Continuity Plan in place to maintain the delivery of Services and will share this plan (including any updates) with the NPS/Customer Organisation upon request.

5.8.2. The DPS Suppliers will maintain readiness with a Business Continuity Plan, in accordance with the principles and operation of ISO22301 and ISO22313 and any new or emergent or updated relevant standards.

5.8.3. A Crisis Management Plan will be comprehensive and detail the processes by which significant disruptions will be managed to support the NPS/Customer Organisations in the event of disruptions of significant scale and impact.

5.8.4. If in the event of an emergency or crisis management situation, the DPS Supplier will notify the NPS and Customer Organisations immediately, and within an hour of being aware of the emergency or crisis, providing a full list of

Customer Organisations potentially impacted. The details of the DPS Supplier process for the management of the potential emergency will be clearly defined in the Business Continuity and Crisis Management Plan.

- 5.8.5. The Business Continuity Plans and Crisis Management Plans will be reviewed annually and after any major incident by the DPS Supplier.

Part 6 – Account Management

6. ACCOUNT MANAGEMENT

- 6.1. The DPS Supplier(s) will be expected to provide a dedicated Account Manager for the duration of this DPS, with access to a Welsh speaker within the office of the account manager. The Account Manager will have a minimum of two years relevant industry experience.
- 6.2. The Account Manager should have the necessary authority to manage and resolve any issues that arise in the overall performance of the Agreement.
- 6.3. The DPS Supplier will also provide a deputy Account Manager with a minimum of two years relevant industry experience, and will ensure that continuity is maintained during any periods of absence.
- 6.4. The Account Manager will promote, deliver and communicate transparency of pricing and savings, and will provide the NPS with the following, as a minimum:
- 6.4.1. an agreed summarised Continuous Improvement Plan, to be submitted three (3) months after the DPS Commencement Date, with quarterly communication of progress on actions. The entire Continuous Improvement Plan will be updated annually for the duration of this DPS Agreement; and
 - 6.4.2. a quarterly written communication, which includes details of changes, improvements, risks, issues, complaints, concerns and identified future opportunities in relation to delivery of the Services.
- 6.5. The Account Manager will attend regular Supplier Review Meetings with the NPS/Customer Organisation, the frequency of these meeting will be agreed with the NPS/Customer Organisation.
- 6.6. The amount of account management provided by the DPS Supplier to the Customer Organisations will be proportionate to the size and requirements of each individual Customer Organisations.
- 6.7. Suppliers are required to provide a detailed outline of the account management structure to be implemented to support this Agreement upon request. The name of the Senior Representative should be clearly shown in this structure. This outline should include but not be restricted to:-
- 6.7.1. Key Account Management
 - 6.7.2. Account Manager and Bilingual Resource
 - 6.7.3. eProcurement Contact
 - 6.7.4. Contract Review Procedures
 - 6.7.5. Customer Support
 - 6.7.6. Telephone Support
 - 6.7.7. Escalation Procedures

7. INVOICING

- 7.1. Invoices may be paper based or electronic. The reduction of process costs through the use of appropriate technology is important. Customer Organisations will decide whether they wish to use online/electronic invoicing systems. Invoices must meet the authorisation and audit requirements of the Customer Organisations.
- 7.2. As a minimum, invoices will provide:
 - 7.2.1. NPS Agreement number [NPS-PS-0081-18]
 - 7.2.2. Organisation's Purchase Order Number
 - 7.2.3. Service Type
 - 7.2.4. Charging Unit
 - 7.2.5. Charge Quantity
 - 7.2.6. VAT
 - 7.2.7. Total charge including VAT
- 7.3. Itemised invoicing, showing the apportionment of costs incurred by specific cost centres shall be provided by the DPS Supplier(s) if required by individual Customer Organisations.
- 7.4. The DPS Supplier(s) shall provide a break down of all costs as required by individual Customer Organisations.
- 7.5. The DPS Supplier(s) will adopt alternative approaches to paying for Services if better value for money can be demonstrated by new methods that are compatible with the Customer Organisation's systems, i.e. consolidated invoices.
- 7.6. A Customer Organisation may request extra detail to appear on each invoice. It is critical that each invoice makes clear what has been charged and why, and that its layout facilitates checking, approval and audit.

8. PAYMENT REQUIREMENTS

- 8.1. Some Customer Organisations making use of any contract awarded as a result of this tender may wish to use the Welsh Purchasing Card (either as a VISA or MasterCard product) as the means of paying for goods and services.
- 8.2. Bidders must indicate if they are able to accept VISA/MasterCard and, if so, what level of VAT reporting capability (Summary or Line Item Detail) they have. The majority of Public sector organisations in Wales are currently using a MasterCard purchasing card.
- 8.3. You should note that both a general acceptance of Visa/MasterCard purchasing cards and the level of reporting capability will form part of the evaluation criteria when bids are considered.

9. E-PROCUREMENT CAPABILITY

- 9.1. A number of bodies within the Welsh Public Sector use Basware eTradingWales. Consequently, one or more organisations procuring through this agreement will require suppliers to be capable of conducting business electronically, including but not limited to Purchase Order receipt and invoice delivery. There are no licence fees or transaction costs applicable to suppliers using the eTrading system and Basware helpdesk is available to help suppliers in registering and using the system.

10. MARKETING OF AGREEMENT

10.1. The DPS Supplier(s) will be expected to actively market the DPS following a marketing plan agreed with the NPS.

10.1.1. All communications, marketing literature/plans etc. must be approved by the NPS Category Manager and the appointed Client's contact prior to implementation.

10.1.2. The DPS Supplier(s) will be expected to market literature at their own expense, for distribution to Customer Organisations. These may also be required in Welsh and – if requested – the DPS Supplier(s) will be expected to produce Welsh versions at no cost to NPS or Customer Organisations.

10.1.3. The Supplier(s) will be expected to participate in promotional events on request.

Part 7 – Commercial Section

11. PRICING

11.1. Suppliers are expected to demonstrate their ability to meet the following requirements.

11.2. To provide reassurance on the 'transparency' of pricing, the DPS Supplier shall (whenever requested to do so) provide an itemised cost breakdown (plus copies of any quotes obtained from third parties) relating to a specific service request.

11.3. The DPS Supplier is required to provide estimates for all work requested by the Customer Organisation(s) which is not covered by the normal fee arrangements.

11.4. If appropriate to the pricing mechanism offered by the DPS Supplier and/or subsequently agreed with them, the Supplier is required to produce a list showing the hourly rates or other charges at which the services will be charged.

11.5. The Supplier should use best efforts to negotiate additional savings and eliminate costs.

Appendix A – Schedule of Services



Specification
Appendix A - Schedule

Appendix B – Person Specifications

| Grade | Required Qualification & Experience | Discipline | | | | |
|---------------------|---|------------------------|------------------------------------|--|--|--|
| | | Project Manager | Cost Consultant | Architect | Structural Engineer | Mechanical and Electrical Engineer |
| Partner or Director | Professionally qualified Partner/Director (with at least 10 years post-professional qualification relevant experience) | FAPM or MAPM** | FRICS or MRICS | RIBA and/or ARB Registered; MCIAT | CEng FStructE or MStructE; CEng FICE or MICE | FIMechE, CEng IMechE, FCIBSE, CEng MIBSE; MIET |
| Senior Professional | Professionally qualified Associate Partner/Director (with at least 5 years post-professional qualification relevant experience) | FAPM or MAPM** | FRICS or MRICS | RIBA and/or ARB Registered; MCIAT | CEng FStructE or MStructE; CEng FICE or MICE | FIMechE, CEng IMechE, FCIBSE, CEng MIBSE; MIET |
| Professional | Professionally qualified Consultant (with at least 3 years post-professional qualification experience) | FAPM or MAPM** | FRICS or MRICS | RIBA and/or ARB Registered; MCIAT | CEng FStructE or MStructE; CEng FICE or MICE | FIMechE, CEng IMechE, FCIBSE, CEng MIBSE; MIET |
| Senior Technician | Graduate on a recognised and accredited course for obtaining a professional qualification | BSc, BA, BEng or MEng | BSc, BA, BEng or MEng or AssocRICS | BSc, BA, BEng or MEng or RIBA Assoc member; MCIAT | BSc, BA, BEng, MEng, AMStructE; EngTech MICE | BSc, BA, BEng or MEng*; MIET |
| Technician | Graduate | BSc, BA, BEng or MEng* | BSc, BA, BEng or MEng* | BSc, BA, BEng or MEng*; MCIAT | BSc, BA, BEng or MEng or TStructE*; EngTech MICE | BSc, BA, BEng or MEng*; MIET |

***or completion of Higher Apprenticeship**

**** the qualifications for PM where stated as FAPM/MAPM may also include, as an alternative, personnel with the professional qualifications listed for Cost Manager, Architect, Civil Engineer, Structural Engineer and Building Services Engineer**

