



T532 Consultants Framework (2015 - 2018)

<http://www2.essex.ac.uk/estates/>

INVITATION TO TENDER

PART TWO

SUBMISSION

DATE: 2nd April 2015

PERIOD OF CONTRACT: 3 YEARS - 01 JULY 2015 to 30 JUNE 2018

Note: Please type your Organisation then tick which LOT

Organisation: AECOM LTD

- | | |
|---|-------------------------------------|
| Lot 1: Architect | <input type="checkbox"/> |
| Lot 2: Structural Engineer | <input checked="" type="checkbox"/> |
| Lot 3: Building Services Engineer | <input type="checkbox"/> |
| Lot 4: Quantity Surveyor | <input type="checkbox"/> |
| Lot 5: Landscape Architect | <input type="checkbox"/> |
| Lot 6: Project Manager | <input type="checkbox"/> |
| Lot 7: Building Surveyor | <input type="checkbox"/> |
| Lot 8: Multi-Disciplinary (Lot 1-3 Services) | <input type="checkbox"/> |



Document F	Tender Evaluation	(Please refer to Appendix B: Model projects)
-------------------	--------------------------	---

Note

Bidders clearly demonstrating the experience required at the University with similar size projects will achieve the best marks dependent on the extent of similarities in timeframe, budgets and the type of contracting etc.

T1 Quality

T1.1.1 Demonstrating approach to the typical type of projects required at the University
(Please refer to Appendix B: Model projects)



Please offer your proposals to demonstrate your approach to meet the demands of **Example 1** New projects (apart from Lot 7) that may be ordered under this framework. Please include an example of the typical level of resource allocation of key staff you would expect to apply to any project across the RIBA Work Stages. (Please refer to **Appendix B: Model projects**)

As Per Your Lot Specific **Example 1** New build (Lot 7 which is existing stock).

Response (max 500 words)

Previous experience: We have considerable experience in this building type. The proposed team have worked on Cambridge University Engineering Department James Dyson Building, University of Hertfordshire Science Building and many other University research facilities and academic buildings.

Stakeholder Engagement: We will engage with users to determine key parameters informing our design:

- Design life of structure
- Level of flexibility of use required
- Programme constraints
- Vibration requirements
- Presence of chemical or radioactive wastewater

An example of meeting the requirement of flexibility is our experience on the University of Hertfordshire Science Building. The users required a flexible space that could be fitted out and reconfigured to provide teaching laboratories. This necessitated 13.2m clear span floors. After evaluating a range of options, we chose post-tensioned flat slabs as providing easy services distribution and economy.

Holistic approach: We recognise that the structure has to be designed around other built environment criteria such as flexibility, aesthetic considerations, services distribution and building physics. For this reason we engage proactively with the design team to design a structural solution that meets the requirements of all stakeholders. For example on the Cambridge University Engineering Department, we devised a structural solution that provided thermal mass, met the vibration requirements of the users, provided an elegant visual experience of exposed concrete and integrated with the rhythm of the fenestration.

Managing risk: We see one of our key roles as managing risk to our client. We will focus on identifying and mitigating key risks. These include: Geotechnical issues (like chalk solution features) and ground contamination; risks relating to below ground drainage like capacity of existing infrastructure and appropriate levels of attenuation, flooding, etc; and other site constraints like adjacent buildings, public highways and changes in level.

Resourcing: The keys to our approach are continuity and the right people at the right time. We assign a project director to each project who remains very involved in connection with both client relationship and technical oversight. The project director will remain involved from inception to practical completion ensuring early knowledge is applied to the whole project. The input of the director is particularly useful in the early stages to ensure the project sets off on the right path. An experienced engineer is assigned to carry the project forward to completion. The experienced engineer will be supported by other staff. The project director will conduct regular design reviews to ensure that quality is maintained and the client's brief is being met.

Use of technology: We use the most up-to-date software for analysis, design and specification. This allows us to optimise our design and respond rapidly to changes in the project brief. We draw all projects in Revit, which is 3D BIM drafting software. This allows better coordination between disciplines and complete consistency with our issued information. We are also able to provide whatever level BIM you as a client require for the project. A large number of our current university projects are being undertaken at BIM Level 2.

T1 Quality**T1.1.1 Demonstrating approach to the typical type of projects required at the university
(New Build)**

RIBA Stage	2 Concept Design	3 Developed Design	4 Technical Design	5 Construction
Expected duration in weeks	12	12	26	26
Director days	12	12	13	6.5
Engineer days	30	45	98	39
CAD days	6	12	20	0

Table 1 - Typical Level of resource allocation applied to RIBA Work Stages



**T1.1.2 Demonstrating approach to the typical type of projects required at the University
(Please refer to Appendix B: Model projects)**

Please offer your proposals to demonstrate your approach to meet the demands of **Example 2** refurbishment projects that may be ordered under this framework. Please include an example of the typical level of resource allocation of key staff you would expect to apply to any project across the RIBA Work Stages. (Please refer to Appendix B: Model projects).

As Per Your Lot Specific **Example 2 Refurbishment Projects**.

Response (max 500 words)

Previous experience: Our recent experience in refurbishment of university buildings includes:

- University Campus Suffolk Phase 3
- Cambridge University David Attenborough Building
- Cambridge University Engineering Department Dyson Design Centre
- Cambridge University Northern Range of Buildings

These projects all involved change of use and a decanting strategy.

Initial assessment of existing building

When planning a refurbishment, we begin by assessing the existing building. Initially we review all existing archive information. This is followed up with site visits to obtain missing information and corroborate with the archive records. At the same time we make an assessment of the structural condition of the building. These assessments facilitate understanding of the overall building, including structural load paths and robustness.

Developing the design concept

We assist the architect in responding to the client's space requirements and decant strategy. We use our understanding of the building's structure to help the architect understand what alterations are structurally straightforward and which require more complex structural interventions. In a similar way, we also work holistically with the services engineer and the architect to develop a services distribution strategy that maintains structural efficiency. With this approach we seek to make the alterations as cost effective as possible, giving the client greatest possible value.

Detailed assessment of existing building

Once the architect arrives at a spatial layout with an associated set of structural interventions, we undertake a more detailed assessment of the areas to which work will be done. Where information is incomplete, as it often is, we will schedule a set of opening-up works. These works have to be scheduled around academic term times and building use and might be influenced by the presence of asbestos.

While awaiting the opening-up works, we will prepare concept designs for each intervention to allow the work to be priced and the architect to progress. However, some of these design solutions would be subject to confirmation once the opening-up works are complete.

This approach minimises the risk of starting work on site only to find that design assumptions are wrong while allowing the project to progress.

Resourcing: As with new-build projects, our approach focuses on continuity and employing the right people for the job. We assign a project director to each project and he or she remains very involved in connection with both client relationship and technical oversight. The project director will remain involved from inception to practical completion ensuring early knowledge is applied to the whole project. This is particularly valuable for a refurbishment where an intimate knowledge of the building and why decisions were made early in the project is essential for the later stages of design. We choose a director experienced in refurbishments so that we can get an early understanding of the risks and challenges. An engineer experienced in refurbishment is assigned to carry the project forward to completion.

T1 Quality**T1.1.2 Demonstrating approach to the typical type of projects required at the university
(Refurbishment Projects)**

RIBA Stage	2 Concept Design	3 Developed Design	4 Technical Design	5 Construction
Expected duration in weeks	12	12	26	26
Director days	3	3	6.5	6.5
Engineer days	6	6	32.5	13
CAD days	2	3	10.5	0

Table 2 - Typical Level of resource allocation applied to RIBA Work Stages



T1.21 Demonstrating ability to assist Employer to achieve best quality and value for budget available as per the briefs/specifications

Please demonstrate your ability to comply with the employers brief/specifications and achieve best quality and value for budget available.

(Please refer to Appendix B: Model projects).

As Per Your Lot Specific Example 1 New Projects (Lot 7 which is existing stock).

Response (max 500 words)

AECOM have delivered quality and value both within and without University framework procurement, forming strong working relationships on a repeat-work basis.

We have worked continuously at the University of Hertfordshire since 2004, including four completed new-build projects and four refurbishment projects. AECOM Civil and Structural Engineers have been appointed by the University Campus Suffolk (University of Essex collaboration) on all major projects since inception of the University six years ago. We have been appointed on the University of Bedfordshire framework since 2011. AECOM have delivered all projects to a high quality and within budget.

Some of the key resourcing points which ensure quality and value on projects are:

- Single consistent point of client contact within our organisation
- Continuity of our staff
- Availability of a core resource and expertise.

All of our general framework agreements have been established through being able to listen to our client and customer needs, understanding their businesses and then providing the right service at the quality level they expect. We constantly endeavour to continue to improve through client feedback and periodic project reviews.

For a new build project, we see the key requirements to achieve best quality and value as:

- Optimising use of the site
- Minimum design and construction periods
- Minimum disturbance to the university and the surrounding community
- The functionality of the completed facility
- Flexibility for future development
- Meeting stakeholder and user requirements
- A strong architectural statement that meets the budget
- A building that is easy to maintain with low running costs

AECOM has proved its ability to comply with the employer's brief on the New Science Building for the University of Hertfordshire. AECOM completed detailed vibration analysis to ensure that the long span 13.2m post tensioned slabs meets the users' requirements regarding sensitive equipment. This created a highly flexible space which is split into multiple 120 person teaching laboratories with no internal columns. Flexibility within the structural design allows this to be increased to 200 person laboratories. The flat slab structural design also allowed for ease of services distribution, as well as speed of construction.

The James Dyson Building at the University of Cambridge Engineering Department provides office space and seminar rooms for postgraduates. We are helping the University of Cambridge create a superb working space that combines an exposed structure and extremely low energy consumption. A large 10m clear span has been provided in order to accommodate future changes in the use of the building. The building has been designed for a 100-year design life and the live load allowance is sufficient to allow a change of use enabling the Department to have a functional, extremely flexible building as desired. By creating a repetitive primary structural grid we were able to reduce the construction time, thereby reducing costs to the client whilst accommodating all of their requirements. AECOM will work with the University of Essex to achieve the best quality and value for the budget available on their new-build projects.



**T1.2.2 Demonstrating ability to assist Employer to achieve best quality and value for budget available as per the briefs/specifications
(Please refer to Appendix B: Model projects)**

Please demonstrate your ability to comply with the employers brief/specifications and achieve best quality and value for budget available.

(Please refer to Appendix B: Model projects).

As Per Your Lot Specific Example 2 Refurbishment.

Response (max 500 words)

Achieving best quality and value means many different things to different people, so our approach is to identify what true quality and value actually means to our clients to ensure our value-based thinking concentrates on delivering the greatest project benefit, rather than the least cost option in order to meet the Clients objectives.

AECOM has worked on many Higher Education refurbishment projects. We particularly have extensive experience of refurbishment of 1960's buildings which are prevalent on the Wivenhoe campus.

For a refurbishment project, we see the key requirements as:

- Continuity of end use and minimum disruption to operational facilities
- Improving educational outcomes through better space utilisation and design
- Speed of construction
- Safety, both of end users and construction staff
- Minimising the risk of unforeseen problems during the works.

AECOM has been working with the University of Cambridge on the David Attenborough Building Refurbishment. The architectural concept required many new openings and alterations to the existing structure. Having carried out stability calculations on the existing frame at an early stage of the project we were able to avoid expensive remedial work to the building throughout while accommodating spatial layout changes. We reviewed all of the available record drawing information in order to avoid unnecessary disruptive and expensive intrusive surveys where possible.

A requirement for a new extensive biodiversity roof to meet sustainability criteria posed a challenge to our engineers. We were able to prove the strength of the existing concrete beams through a simple load test to avoid costly strengthening of the structure. There were certain locations where new service risers were required in the building. We recognised that it would be more cost-effective to keep the risers simply stacked vertically up the height of the building rather than offsetting to avoid elements of structure. In order to accommodate this, we produced an innovative design using carbon fibre plates to strengthen the concrete in specific locations.

AECOM have also been recently working with the University of Cambridge Engineering Department on the refurbishment of an existing laboratory space and library. The budget was particularly tight and the focus has been on the high-quality surface finish specified by the architect. In order to keep the project within budget we strove to avoid any costly structural alterations. We reviewed the record information available and have been able to advise which elements are primary structure and would be expensive to remove and subsequently which partition walls can be removed without any detrimental effect to the structure.



**T1.3.1 Ability to offer added value features / services
(Please refer to Appendix B: Model projects)**

Please offer your proposals to demonstrate your ability to provide any associated added value features/ service to the University under this tender. Include any other information which allows us to understand your competence in this area. (Please refer to Appendix B: Model projects).

As Per Your Lot Specific **Example 1 New Build (Lot 7 which is existing stock).**

Response (max 300 words)

AECOM is a fully integrated consultancy able to offer leading experts and an integrated suite of services to suit client needs. Often we ask specialist discipline colleagues to review projects without prejudice to ensure that our expertise is brought fully to bear on the project for the benefit of the client. Only if further significant work is identified would we then request fee compensation to cover costs. Our specialist discipline colleagues share the same office space as our core disciplines, thus always available to consult on an ad hoc basis.

Beyond our core services we regularly offer the following services:

- Fire engineering
- Acoustics
- Floor vibration
- Off-site fabrication expertise
- Flood risk
- Air quality
- Environmental Impact Assessments
- S278 works
- Travel plans; transport assessments
- Planning
- Cost and Project Management
- Building Surveying
- Health and Safety consultancy
- Sustainability advice including BREEAM assessment

On the University Campus Suffolk we offered additional services for the benefit of the client including: Fire, Acoustics, FRA, S278, Travel Plan, BREEAM, Geotechnical, Ecology and Noise assessment, all coordinated by our Structures team. Significant added value was derived from FRA modelling which unlocked previously undevelopable sites.

Added value through the use of innovative techniques was derived at the University of Bedfordshire where we introduced a new system called 'Blu Roof' which attenuates stormwater on the roof of the building. This negated the need for extensive below ground attenuation on this highly constrained site. A direct saving to the client resulted of £100,000 on this £20m development.



**T1.3.2 Ability to offer added value features / services
(Please refer to Appendix B: Model projects)**

Please offer your proposals to demonstrate your ability to provide any associated added value features/ service to the University under this tender. Include any other information which allows us to understand your competence in this area. (Please refer to Appendix B: Model projects).

As Per Your Lot Specific **Example 2 Refurbishment**.

Response (max 300 words)

The proposed team from our Cambridge office have completed many successful refurbishment projects, developing special expertise in adapting 1960's buildings (prevalent on the Wivenhoe campus) including:

- Extensive refurbishment of the iconic ARUP building – University of Cambridge (UoC)
- Engineering Department including inserting a new bridge – UoC
- Office building structural repair to exposed deteriorating concrete frame – DP World Essex
- Extensive modification to enhance loading capacity for roof plant – BBC York
- Modification of an existing hospital in Cambridge – Nuffield Health
- Modification and adaptation of a library – University Campus Suffolk
- Modification and adaptation of a range of buildings – Bucks New University

Our philosophy of the best way to add value is to remove the need to complete expensive modification or strengthening works. Whilst this takes more design team effort we have delivered our clients significant savings. By fully understanding the existing building constraints and opportunities from the start we can advise the wider team on design solutions that minimise interventions required whilst still achieving the brief.

On the UoC ARUP building we completed extensive analysis of the stability of this unique structure to determine that expensive bracing works were not required despite removal of a large number of existing floor plates and stiffening elements from the building.

On the same project we completed load testing to prove that the proposed floor strengthening was not required. We have also successfully used this technique on a number of other projects.

On the UoC and Bucks New University projects, when floor strengthening was previously determined to be required by others, we used the latest in carbon fibre technology to reduce both the cost and the impact of the works. We brought in our own team of building surveyors at short notice to complete the assessment.

The majority of the scoring of the above will be subject to interview / presentation to finalise bidder's scores.

Document G Fees & Form of Tender

T2 Price

T2.1 Cost of service provision

Please complete the boxes below with your fees. This will form part of your bid. We are scoring this section utilising the excel spreadsheet marked Document G and we will insert the calculated figure in the last 3 boxes in this section for evaluation. This is a model scenario used for scoring and will correlate with the figures below but use an assumed usage to obtain a total for scoring.

Minimum fee

Minimum lump sum fee required by bidder in respect of an order for services under the framework agreement.

£ 0.00

1. Project Type: New Build on a Traditional Basis		
Fees	Project Value £	% rate

2. Project Type: New Build on a Design & Build Basis		
Fees	Project Value £	% rate

3. Project Type: Refurbishment Works on a Traditional Basis		
Fees	Project Value £	% rate

Note: For very complex projects, bidders may have the opportunity to negotiate the fee with the Employers.



Time charge rates

Time charge rates to be used when the bidder is instructed to provide other services not specifically referred to in the bidder's offer.

Partner or Director		per hour
Associate		per hour
Senior Professional		per hour
Professional		per hour
Senior Technician		per hour
Technician		per hour

Please note that the rates inserted above are for the University's information only and whilst these will be the rates included in the Framework agreement, they will not be assessed as part of the scoring of the ITT.

Percentage Addition for Employment of Sub-Consultants Required by the Employer

This shall only be applicable in situations whereby the Employer requires the Consultant to employ a Sub-Consultant to undertake specialist services that the Consultant is not able to provide. In such circumstances the Consultant shall be entitled to a percentage addition of 0.00 % for managing such Sub-Consultants who shall be employed strictly in accordance with the Sub-Consultants provisions of the Contract.

This tendered percentage shall not be payable should the Consultant decide to seek permission of the Employer to employ a Sub-Consultant to suit its own needs.

Disbursements

Lump sum and percentage fees shall be inclusive of disbursement costs, such as printing black and white/colour, copying, reports, document binding, hard copy drawings, digital images, CD, postage etc. Costs of any special presentation material or models will be subject to a separate agreement if required.

Payment Details

Payment is expected **30** days from the receipt by the Employer of a correct and undisputed invoice (subject to the Employer's right to withhold).

VAT to be excluded

The bidder's offer including expenses, percentages and rates detailed in this document must be exclusive of Value Added Tax which, if applicable, shall be paid by the Employer to the bidder as detailed in the framework agreement. Any values utilised for the purposes of determining fees hereunder shall for those purposes of determining fees be taken exclusive of any Value Added Tax payable thereon or relating thereto.



The bidder's offer

The intention of the Employer entering into a framework agreement with the bidder is to have the facility to instruct the bidder to undertake, at short notice, a wide range of services, some, but not all of which, are referred to in the framework agreement. In order to accommodate these varying services which the bidder may be instructed to perform, the bidder shall submit in the bidder's Offer the fees it will require covering the various services as indicated. In addition, the bidder shall also submit the time charges it will require for use when the Employer considers that basis of remuneration to be more appropriate for the type of service which the bidder is required to perform.

Period during which the fee included by the bidder in its tender shall remain firm

The lump sums or percentages quoted by the bidder in the bidder's tender shall remain firm and shall apply to the whole period of any framework agreement. Hourly rates quoted by the bidder shall remain firm for twelve months from commencement of the framework agreement and shall apply to the whole of the bidder's services undertaken in connection with any order issued by the Employer during this period.

Hourly rates for services in connection with any order issued during the following and any subsequent twelve month period shall be updated by a percentage which equates to the increase in the Retail Price Index applicable at the commencement of the period.



Payment for variations

Payments for variations will be calculated in accordance with the framework agreement terms.

Time charge rates

The time charge rates provided above, shall only be used when prior written authority has been obtained from the Employer and the rates shall be exclusive of the cost incurred by the bidder in printing drawings and documents necessary for the implementation of the bidder's services identified in any order issued by the Employer which costs, when reasonably incurred, shall be reimbursed to the bidder by the Employer. Time charge rates shall also be exclusive of all reasonable travelling and subsistence costs incurred by the bidder in dealing with its services under any order issued by the Employer, which costs, when reasonably incurred, shall also be reimbursed to the bidder by the Employer. The reimbursement of any costs claimed by the bidder under the terms of this clause shall be subject to the bidder providing such substantiation of its claim as the Employer may reasonably require.

Secretarial and administrative staff

The lump sum or percentage fees or time charges and rates shall be deemed to include the cost of providing technical staff and staff engaged in secretarial, accountancy, administrative or other supporting duties.

Incidental expenses

The cost of postage, delivery of documents, telephone calls and similar incidental expenses incurred and which are in connection with the framework agreement will not be reimbursed by the Employer irrespective of the basis of fee payment.

Travelling to be inclusive

Where a lump sum or percentage is included in the bidder's offer, travelling and subsistence costs shall be deemed to be included. Where the Employer gives written authority to introduce variations which involve the bidder in significant additional travelling and subsistence costs for which the bidder would not be reimbursed by the payment of other fees paid by the Employer then, subject to the bidder obtaining the prior approval of the Employer, those additional costs, subject to the terms set out herein, will be reimbursed to the bidder at the rates indicated.

Travelling distances to be reimbursed

Notwithstanding the paragraph above, travelling and subsistence costs will not in any event be reimbursed to the bidder if the site of the works to be dealt with by the bidder under any order is within ten miles of the bidder's nearest office irrespective of the basis of fee payment.

Mode of travel

The bidder may, as a matter of convenience, use either private or public transport but where there is adequate public transport, travel by car is payable only within the limits of the cost of the journey by public transport using standard class when travelling by rail. Where air travel is authorised, economy or tourist class accommodation should be used.

Night subsistence allowance

A night subsistence allowance is paid for an overnight absence covering a period of 24 hours plus any additional period not reckonable for day allowance. Day allowances are not admissible for any period already covered by a night allowance.



Travelling and subsistence costs

Where in accordance with the Tender Particulars, travelling and subsistence costs will be payable to the bidder, payment shall be made at the rates provided below:

- (1) Fees shall be all inclusive of travel and subsistence.
- (2) Where applicable travel and subsistence allowances shall be claimable by the bidder at the following rates.

(a) Allowances

Motor cars: 40p per mile for the first 60 miles per return journey, 25p per mile thereafter.

(b) Day subsistence allowance

Absence from normal place of work between 5-10 hours: Maximum allowance of £5

Absence from normal place of work of more than 10 hours: Maximum allowance of £12

(c) Night subsistence allowance

Inner London (within M25 orbital): Maximum allowance of £120 per night

Remainder of UK Maximum allowance of £ 80 per night

Any cost which exceeds the stated level indicated above is to be agreed in writing by a senior manager of the Partnership. Receipts must be produced for (b) and (c) above. A signed mileage record must be provided for (a).



This page is the costing model boxes where the total in the Excel spreadsheet are inserted into. The figures inserted into the Excel spreadsheet are those inserted above. Bidders can choose to fill in the Excel Spreadsheet to find these totals and insert below, or can view the method in which we will score your submission for cost.

T2.1.1 Cost of service provision

(Please refer to Document G Fees and Form of Offer Spreadsheet)

Insert the final costs below after completing the relevant section in the cost model shown in Document G Fees and Form of Offer. Please note whilst the value below may not represent an exact final contract value, it is a realistic price that we are using for tender evaluation and the costs inserted must be actual costs as a formal offer to the University and this tender.

T2.1.2 Hourly Total

(Please refer to Document G Fees and Form of Offer Spreadsheet)

Insert the final costs below after completing the relevant section in the cost model shown in Document G Fees and Form of Offer. Please note whilst the value below may not represent an exact final contract value, it is a realistic price that we are using for tender evaluation and the costs inserted must be actual costs as a formal offer to the University and this tender.

T2.1.3 Minimum Cost

(Please refer to Document G Fees and Form of Offer Spreadsheet)

Insert the final costs below after completing the relevant section in the cost model shown in Document G Fees and Form of Offer. Please note whilst the value below may not represent an exact final contract value, it is a realistic price that we are using for tender evaluation and the costs inserted must be actual costs as a formal offer to the University and this tender.



Document H	GC/Works/5 (1999) (as updated and amended) Terms and Conditions Acceptance
-------------------	---

Important Note

By submitting a tender response you are also agreeing to the following Terms & Conditions being incorporated as part of your bid. Therefore we are unable to accept any alternative Terms & Conditions after the submission as they may infringe on the bid itself and the scoring it has received. (i.e.: Using new T&Cs which limit liability may provide an unfair advantage in allowing a lower cost over other bidders)

All contracts between the Seller and the Buyer shall be subject to these Terms and Conditions indicated below and any other special terms and conditions of contract as agreed between the parties. The information presented at PQQ Stage and ITT Stage also form part of the Contract as tacit information for the award and any material changes which would significantly affect the contract must be informed to the University to remain any award and subsequent contract as valid and effective. Eg: Change of ownership, Health & Safety Incident or death, Loss of Accreditation etc.

The framework agreement will comprise of the following documents:

- a) GC/Works/5 (1999) General Conditions for the Appointment of Consultants: Framework Agreement as updated and amended to suit the RIBA Plan of Work 2013 and to suit this framework as detailed in b) below.
- b) Employer's Schedule of Amendments to the GC/Works/5 (1999) General Conditions for the Appointment of Consultants: Framework Agreement including collateral warranties (see Schedule 1 attached hereto).
- c) GC/Works/5 (1999) General Conditions for the Appointment of Consultants: Framework Agreement Model Forms 1 and 4 as amended to suit the RIBA Plan of Work 2013 and to suit this framework (see Schedule 2 attached hereto).
- d) Tender response Documents E to K.

Confidentiality

Subject to the paragraphs below, each party shall treat as confidential all information obtained from the other party under or in connection with the tender; shall not disclose any of that information to any third party without the prior written consent of the other party, except to such persons and to such extent as may be necessary for tender purposes; and shall not use any of that information otherwise than for the purpose of tender analysis.

Freedom of Information Act

In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 ("FOIA"), the Employer may, acting in accordance with the Secretary of State's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the said Act, or the Environmental Information Regulations 2004 (together with any guidance and/or codes of practice issued by the information commissioner or relevant government department in relation to such regulations) (the "EIR") be required to disclose information submitted by the bidder to the Employer.

In respect of any information submitted by a bidder that it considers to be commercially sensitive the bidder should:

- Clearly identify such information as commercially sensitive;
- Explain the potential implications of disclosure of such information; and
- provide an estimate of the period of time during which the bidder believes that such information will remain commercially sensitive.



Where a bidder identifies information as commercially sensitive, the Employer will endeavour to maintain confidentiality. Bidders should note, however, that, even where information is identified as commercially sensitive, the Employer may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, the Employer is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Employer cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.

Where a bidder receives a request for information under the FoIA or the EIR during the procurement process, this should be immediately passed on to the Employer and the bidder should not attempt to answer the request without first consulting with the Employer.

Non exclusive arrangement

The Employer does not guarantee any work and is not obliged to issue any requests for services to the bidder under the framework agreement. The Employer may request any other consultants to provide the same services as set out in any order or as being carried out under any project and may appoint any other consultants to provide such Services.

Allocation of work under a framework agreement

The Employer reserves the right to appoint framework consultants to each individual project under the framework either by conducting a mini competition between framework consultants or by simply appointing a chosen framework consultant which the Employer, in its sole discretion, views is appropriate to do the work.

Liability for costs

The Employer will not be responsible for, or pay any expenses or losses which may be incurred by any bidder in preparing its tender and/or in bidding to win a place on the framework.

Unreserved Acceptance

We can confirm our unreserved acceptance of the Terms & Conditions above as part of our bid:

Name:



Signature:

(Please note an electronic signature is binding)

Organisation: AECOM LTD

Date: 08/06/2015



Acceptance, subject to the following changes

We can confirm our acceptance of the Terms & Conditions above as part of our bid but this is subject to final agreement of the following changes mentioned below. We are aware that these may affect our scoring within the tender where there is a benefit over other bidders.

Name:



Signature:

(Please note an electronic signature is binding)

Organisation: AECOM LTD

Date: 08/06/2015

Changes requested

Clause No: 1.10(4)(b) and 1.10(5), 2.1 and 2.2 Details: The deleterious material provision in condition 1.10(4)(b) and 1.10(5) are too wide and poses substantial risk to AECOM in that it requires AECOM to assume responsibility for the work of third parties that AECOM has no control over. To resolve this and make the condition acceptable, the word "used" in [line 3 of 1.10(4)(b)] / [line 4 of 1.10(5)] should be deleted and replaced with the words: "specified or authorised by it for use". The same applies to clauses 2.1 and 2.2 of the draft sub-consultant warranty.

Clause No: General Details: We suggest that the terms and conditions reflect the new CDM Regulations 2015; CDM co-ordinator is now "Principal Designer".

Clause No: Details:



Clause No: Details:

**Document J** Certificate of Bona Fide Offer

We certify that this offer is made in good faith, and that we have not fixed or adjusted the amount of the offer by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not, and we undertake that we will not:

1. Until the contract has been made:
 - a. communicate to any person other than the person inviting these offers the amount or approximate amount of the offer or proposed offer, except where the disclosure, in confidence, of the approximate amount of the offer was necessary to obtain insurance quotations required for the preparation of the offer;
 - b. enter into any agreement with any other person that he shall refrain from making an offer or as to the amount of any offer to be submitted;
 - c. pay, give or offer or agree to pay or to give any sum of money or other valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any offer or proposed offer for the goods/services any act or thing of the sort described in 1 a) or 1 b) above.
 - d. Acknowledge the Bribery Act 2010 and will indemnify the University for any claim, losses or liability where we are in breach of this Act in relation to this Tender opportunity.
2. We acknowledge that if we acted or shall act in contravention of this certificate, the University will be entitled to cancel the contract and to recover from ourselves the amount of any loss and expense resulting from such cancellation which includes the time element and costs for re-advertising the opportunity to put the University back in the same place as if we had not breached the Tender regulations.
3. I state that everything in this tender submission is truthful, that if found to be untruthful the University can terminate any contract between the University and the company formed on the basis of this tender, and we will pay to the University any loss or expenses the University suffers as a result of such untruthfulness, whether a contract is entered into or not.

In this certificate, the word "person" includes any persons and any body or association, corporate or unincorporated; "any agreement or arrangement" includes any transaction, formal or informal, and whether legally binding or not.

Signed	
Print Name	
On behalf of	AECOM LTD
Date	08/06/2015

Please note: a name added in an electronic document is functionally equivalent to a signature, and by inserting such information, you agree to be bound by all the conditions within this page.



Document K	Duty of Disclosure & Tender Acceptance
-------------------	---

Having completed all the documents listed below and, subject to and upon the terms and conditions contained in the said documents, I/We offer to supply the Works, Goods or Services (as defined in the Tender Documentation) to the University of Essex ('the University') at the rates/prices detailed in the Form of Offer.

I/We agree that this ITT and any Agreement and subsequent contract, which may result from it, shall be based upon the documents listed below and bear the contract reference shown at the top of this tender.

- Document A to D: PQQ Stage documents
- Document E: Tender Proposal: Instructions and Information
- Document F: Tender Evaluation
- Document G: Fees & Form of Offer
- Document H: GC/Works/5 (1999) (as updated and amended) Terms and Conditions Acceptance
- Document J: Certificate of Bona Fide Offer
- Document K: Duty of Disclosure & Tender Acceptance
- Any other relevant Schedules and Appendices relating to the Tender submission

I/We agree that any other terms or conditions of contract or any general reservations which may be printed on any correspondence emanating from us/me in connection with this Tender or with any contract resulting from this Tender, shall not be applicable to the Agreement or subsequent contract.

I/We agree that any material changes that occur other than the details that were submitted as part of our Tender submission, which may create a potential breach or change of outcome, will be notified to the Central Procurement Department or the Project Manager as detailed at the end of this section (and/or contained within the original Tender Documents) immediately under a Duty of Disclosure. Some examples are listed below; the list is illustrative only and is not exhaustive:-

- Any change of Insurance Levels than that tendered
- Any change of organisational or individual accreditation status than that tendered
- Any significant incident or accident reported to your company which is related to the goods, services or work your company is tendering for or is contracted to undertake; for example a fire, breach of security leading to loss of data or goods, a fatality of an operative carrying out similar works as for the University or an enforcement notice related to environmental pollution
- Any significant incident or accident which could implicate or affect the reputation of the University, such as in relation to safety, health or environmental compliance
- Any media enquiries which relate to or name the University of Essex, its staff (past, present or future), students or other persons connected with the University
- Significant change of Company financial status or organisational structure than that tendered
- Any change of staff that were specified and/or named as part of the tender submission when providing a service or works
- Significant Stock Level change to that tendered
- Change of Delivery / Attendance times or service levels.



University Contacts for this Tender to disclose any changes to the Tender conditions:-

Contact Name	Position	Telephone	email
Adrian Woodmore	Procurement Manager	01206 872068	acwood@essex.ac.uk
Central Procurement	Central Procurement	01206 872068	procure@essex.ac.uk
Keith Miller	Deputy Director Estates	07801 276778	kmiller@essex.ac.uk
Mark Vinter	Deputy Director Estates	07717 156012	mvinter@essex.ac.uk

Link to Contact Directory: <http://www.essex.ac.uk/Search/Phonebookresults.aspx>

I/We agree that any contract that may result from this Tender shall be subject to the law of England and Wales as interpreted in an English Court.

Signed:

[Redacted Signature]

Date:

08/06/2015

Name:

[Redacted Name]

Position:

DIRECTOR

Authorised to sign tenders for and on behalf of: AECOM LTD

**Submission Checklist**

(Please check and tick what documents you have chosen to attach)

No	Document Description	Q No /Doc	Attached /Signed
1.	Tender Evaluation	Doc F	<input checked="" type="checkbox"/>
2.	Fees & Form of Tender Signed and Dated	Doc G	<input checked="" type="checkbox"/>
3.	Appendix B – Examples	T1	<input checked="" type="checkbox"/>
4.	GC/Works/5 (1999) (as updated and amended) Terms & Conditions Acceptance Signed and Dated	Doc H	<input checked="" type="checkbox"/>
5.	Certificate of Bona Fide Offer Signed and Dated	Doc J	<input checked="" type="checkbox"/>
6.	Duty of Disclosure & Tender Acceptance Signed and Dated	Doc K	<input checked="" type="checkbox"/>

Please note that the absence of any of the above listed documents may fail your submission.
See **Document A: Instructions and Information** for further guidance.