



## 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

**Lot 1: Architect**

☐

**Lot 2: Structural Engineer**

☐

**Lot 3: Building Services Engineer**

☐

**Lot 4: Quantity Surveyor**

☐

**Lot 5: Landscape Architect**

☒

**Lot 6: Project Manager**

☐

**Lot 7: Building Surveyor**

☐

**Lot 8: Multi-Disciplinary** (Lot 1-3 Services)

☐

**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)**

Initially we would attend a client briefing to understand the aims and objectives of the framework but allow us to arrange meetings with key stakeholders to understand the aspirations of the university at project board level. Comprehensive site analysis, desktop surveys and consultation with key stakeholders will underpin all designs so that all proposals are evidence based. A risk register will be prepared such that risks will be managed to mitigate any impact that they may have on projects.

An important part of public realm design is paying particular attention to detail. Imaginative detailing, be it contemporary lighting, pavement, walling or bespoke street furniture will add real substance to the proposals. This however will be informed by the back story of the university so that proposals reflect local distinctiveness and identify. All proposals would need to sit within a landscape masterplan to ensure a fully joined-up co-ordinated approach is adopted for all new public realm projects. Co-ordination with other disciplines and operations teams will be critical.

Simon Dowse will act as framework director. He is head of landscape architecture in the environment sector with over 40 staff. Simon has 28 years experience in the design and delivery of public realm schemes and is currently undertaking a review of the University of Cyprus masterplan. Simon will be responsible for overseeing the delivery of the project in accordance with the university's requirements and project briefing documents.

Tom Jonson is an associate landscape architect and urban designer with 20 years of public realm experience and will act as project manager for new build projects. For the last 12 years he has specialised in university campus design. He has been responsible for the design and implementation of a number of university public realm schemes including the Universities of Manchester, Sheffield, Birmingham, Leicester de Montfort and Salford University where after producing detailed design proposals for a £5m Public Realm scheme he is now part of the compliance team overseeing the delivery of the Gateway and Student Village projects. He has also completed a public realm strategy for the entire campus.

Tom will use Aecoms' Project Control Process (PCP) to manage the project. This sets out the procedures required to manage and achieve a successful outcome for our clients. Work is planned through a "Project Execution Plan", which will allow Tom to consider appropriate client-specified, statutory, regulatory and industry standard practice requirements. Tom will be supported by a team of landscape architects as identified in the organogram. This is usually more than adequate to resource a typical university project. However, we can draw upon over 40 landscape architects where we need to accelerate delivery.

Performance will be managed using tailored KPIs to conduct reviews at key project stages, gateways and at post-completion debriefs. Operational reports will be prepared on a regular basis to formally advise on the progress of the designs for the various works packages, complete with an overview of any ongoing issues, items resolved, observations, concerns and progress according to programme.

(Please see organogram overleaf)

## T1 Quality

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

New Build Projects  
Organogram

AECOM

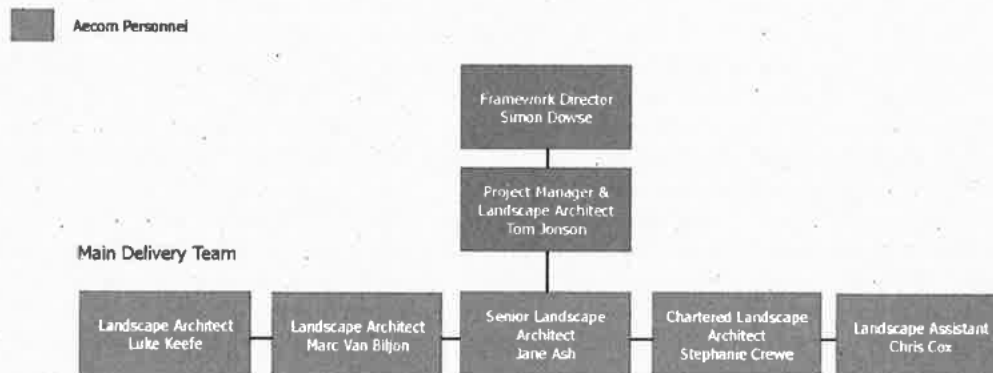


Figure 1 – Organogram – New Build Project



**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)**

**AECOM provides staff resources that maximise technical quality and cost effectiveness. The project director and project manager will identify suitable individuals based on competencies, similar project experience and availability for the project duration.**

The selected team will undertake a desk top survey to review existing studies and services as well as other design team member information. In conjunction with this we would also undertake detailed site analysis work and a condition survey in order to understand the condition of all existing public realm elements, thus allowing us to prepare an inventory of the public realm and then build up landscape master plan proposals. We would identify a hierarchy of routes and spaces and seek to achieve the aspirations of the university by being sustainable, flexible, and allowing for phasing, as well as conveying an image of a forward thinking university to the rest of the academic world. We would undertake significant stakeholder consultation with the university staff (e.g. maintenance, access and security) as well as with emergency services.

Our work for the University of Salford has been to integrate a variety of architectural styles into a unified whole as well as into the surrounding landscape. We have created a variety of external spaces such as outdoor lecture theatres, performance areas and quieter external meeting places where people can come together to share ideas. There are clear similarities with this project and parts of the Essex University campus but also with the University of Sheffield Student Village project which involved the creation of a new 4000 bed student village in existing parkland setting within a conservation area.

The project will be led by Simon Dowse who will act as framework delivery director. Simon is a technical director with AECOM and has over 28 years' experience in the design and delivery of public realm schemes.

Jon Rooney, an experienced landscape architect, will act as Project Manager. He is currently responsible for the management of a range of complex, multi-disciplinary projects, including the design and implementation of a number of refurbishment projects. Jon will apply his extensive knowledge and experience to devise financially, environmentally and socially sustainable schemes which will not only benefit the university in the short term as projects are delivered but also in the long-term where savings can be realised through maintenance savings and efficiencies. Jon will liaise closely with the University of Essex to ensure that their aspirations are achieved and will be supported by a team of landscape architects identified in the organogram

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

- Continuity and minimum disruption to operational facilities
- Maintaining and/or improving standards
- Speed of construction
- Safety, of students, staff and construction operatives
- Integration with surrounding features.

These requirements would be designated as design brief items to be given full consideration during design development of initial schemes through adoption of the most appropriate solutions to suit phasing, material and method constraints.

As project manager Jon will use AECOM's Project Control Process (PCP) to manage and deliver the projects.

(Please see organogram overleaf)

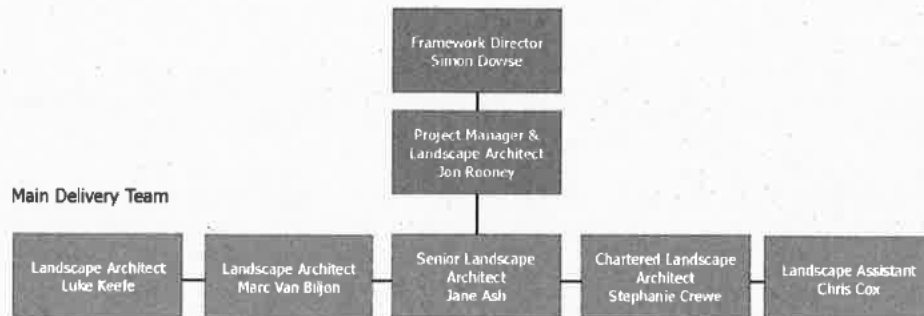
## T1 Quality

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

Refurbishment Projects  
Organogram

AECOM

 Aecom Personnel



**Figure 2 – Organogram – Refurbishment Project**



**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)**

**At the start of a project we will:**

- review the brief and understand the exact requirements of the client.
- question the approach and suggest changes were we think we can save the client money and where it may prevent abortive work in the future.
- look beyond 'boundaries' of the brief to ensure that we can add value to the project.
- examine the budget allocation and understand how it was made up and whether it's appropriate for the proposed scheme.

Our experience of working for universities is that change can happen quickly as a response to budgets but the landscape setting is critical in creating first impressions for prospective students and therefore we will produce schemes that are flexible and can respond to change. During the design process we will monitor the budget expenditure; we are very familiar with current rates.

Achieving best quality and value means many different things to different people, so our approach is to identify what true quality and value 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 Client's objectives. In order to achieve this we:

- understand the client's objectives and how the project's functionality will contribute to them;
- understand whether the client is prepared to consider best value or lowest lifetime cost solutions, or whether minimum cost is the key value criteria;
- identify and develop, with the design team, proposals for opportunities to increase the benefit delivered by the project, through increased performance, greater aesthetic benefit, lower running costs, reduced risk during construction or lower construction cost;
- respond positively to client and design team proposals for value-adding changes.

**Examples of cost savings at Salford include:**

- Use of combined service trenches for utilities/services
- Reduction of positive drainage systems as a result of incorporating swales and SUD systems
- Introduction of wildflower areas to reduce maintenance/mowing costs
- Adoption of contract/advanced growing at plant nurseries to reduce supply costs for trees and plants
- Introducing recycling litter bins across campus so that waste streams are recycled/separated at source

Within the current economic climate in which universities are being forced to operate, it is essential to achieve value from every penny spent. Essentially "More for Less" has to be the current way of working. By adopting successful partnering processes built on collaboration and integration, cost savings and other benefits can be accrued by harnessing all of the project teams knowledge and expertise.

As this commission will be undertaken as a framework, the programming of the various schemes will be hugely important in order to maximize the cost benefits. For example, consistent utilisation of a standard workforce and management team throughout the duration of the framework will bring significant advantages in terms of both cost and quality. It will also provide an opportunity for continuous improvement. Building on the lessons learnt on the early commissions, good and not so good, and applying them to projects later in the programme will also be crucial.



**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)** Applying our experience of integrated working we will improve certainty of delivery through robust and effective project management, and through the joint development of an integrated scheme delivery process. This is particularly important for refurbishment projects where elements of risk exist as a result uncovering and reusing existing elements. Aecom's project managers will lead from conception to completion, ensuring continued outcome focus.

Controlled project management processes assure delivery to time and budget. We will provide effective planning and control by addressing:

- Progress Monitoring & Reviews
- Health & Safety Consultation Strategy
- Lines of Communication
- Scope, client objectives & expectations
- Roles, Responsibilities & Accountabilities
- Sustainability
- Approach to Delivery
- Technical Review & Verification
- Client Relationship Plan
- Budget & Performance Management
- Working relationships with framework partners
- Project Management Procedures

Communication and partnering is fundamental for successful framework agreements. We will hold periodic reviews with the university so we can ensure that we are meeting their expectations and more importantly improve methods of working for greater efficiency and value for money.

As part of the framework process, we will adopt a full partnering philosophy, understanding the pressures and policies brought to bear on projects, and the client's requirements for quality and value.

We view the essentials and benefits of effective partnering to be:

- Development of a relationship with the client based on trust
- Responding proactively to the needs of the client
- Maintaining a flexible, broad outlook to maximise opportunities for innovation
- Ongoing feedback, review and improvement of the service and technical solutions.

Furthermore early contractor and supply chain engagement from the earliest stages of a scheme will increase certainty of delivery. Value Engineering will consider alternative scheme options, costs, safety, buildability, and programme. By jointly considering these issues at the preliminary stages early identification of potential savings can be identified. Quality can also be guaranteed by identifying key supply chain partners who have the experience in particular work areas. We have currently prepared 4 packages of work for the Victoria Park refurbishment project to ensure that only competent contractors can tender for the work. Despite additional administration time involved in this approach it was considered that the normal approach of using one contractor for the works could not guarantee the quality of workmanship the client was expecting. Managing performance to achieve continuous improvement is one of our Corporate Objectives and is part of our culture.

Applying EFQM methodology, performance indicators help us monitor our performance in terms of Customer, People, Society and Key Results. As part of the framework for Essex University we will establish an environment where processes, quality and cost are measured and reviewed on a continuous basis to improve the outcomes of our services. We will define targets for improvement aligned with the University of Essex aspirations. Using EFQM methodology, we will focus on the drivers of future performance and make continuous improvement part of everyone's day-to-day activities. We will monitor performance throughout the framework contract. Together we will capture and spread the best, and improve the rest.







**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)**

**Providing added value on projects is embedded in our design approach. These could include:**

- **Storm water – work closely with the civil engineers to identify opportunities for SUDS through creation of swales, water bodies, rain gardens and water treatment with the use of reed beds. Attenuation tanks could be utilised to irrigate planting schemes such as green walls.**
- **Green roofs and walls – work with the architect to examine opportunities for green wall solutions that can cool buildings and bring biodiversity to the campus.**
- **Planting design – that is resilient to periods of water inundation and drought.**
- **Water bodies – incorporation into the design can be a source for heat extraction for heating systems.**
- **Research – current research activities by students could be incorporated into the design and similarly opportunities may be generated by the design team for student research.**
- **Demolition – we will work with the architects to understand building components that could be recycled and used in the projects to save carting off site and bringing in new.**
- **Engagement - Design charettes and workshops provide solutions but we also look to find ways of making the process simple and effective; online engagement can be an effective way forward.**

**For the BREEAM Excellent NAMRC business campus for Sheffield University, we worked with WRAP to specify the use of manufactured topsoil, using existing on-site colliery spoil and green compost. This brought cost savings totalling £50k.**

**At Salford University we recommended that the service corridor along the pedestrian promenade was highlighted with a visually interesting cover that was integral to the public realm which would enable ease of access for servicing as well as visibility of the operational side of the campus. We designed a ha ha around the accommodation that acted as both water storage and security feature, saving fencing and below ground drainage costs.**



**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)**

**Our approach to refurbishment includes the need to undertake a thorough review of the existing site condition to understand the baseline. Understanding location of existing underground utilities, ground conditions and drainage is critical to minimise risk and apportion a level of contingency.**

AECOM's University of Salford project is relevant to the Essex University Framework since it involved refurbishment of an existing campus, adopting a sustainable approach to design including SUDs and biodiversity whilst also providing a step change in the quality of the public realm.

Some initiatives included:

- creating a moat around the accommodation that acted as a security barrier and a SUDs system that stores surface water run-off.
- ensuring that there is a seamless transition between buildings and public realm by taking external paving materials through the ground floor buildings.
- ensuring that public art was fully integrated into the project.
- ensuring that a fully sustainable approach to energy consumption could be accommodated in the design.
- separating waste streams at source by specifying recycling bins and designing new bin store areas.

The Sheffield University Student Village comprised the demolition of existing accommodation and construction of 4,000 new student rooms as well as refurbishing listed buildings. Our dedication, experience and skill in negotiating resulted in successful discharge of planning conditions relating to tree removal and integration and setting of listed buildings following protracted discussions. Filter drains, swales and underground attenuation were also installed as part of a SUDs system. Ecopaving (incorporating recycled materials) was specified.

We produced an external environment strategy for Sheffield University which required consulting with the Estates Department, City planning, and the Yorkshire Passenger Transport Executive. Our strategy maximised the university's resources, as well as the public and private sector funds, which were attracted under an integrated approach to the planning, design, implementation and management.

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



## Document G

## Fees &amp; 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 10 % 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:

[Redacted]

Signature:

[Redacted]

(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:

[Redacted]

Signature:

[Redacted]

(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.



<b>Document K</b>	<b>Duty of Disclosure &amp; Tender Acceptance</b>
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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	<a href="mailto:acwood@essex.ac.uk">acwood@essex.ac.uk</a>
Central Procurement	Central Procurement	01206 872068	<a href="mailto:procure@essex.ac.uk">procure@essex.ac.uk</a>
Keith Miller	Deputy Director Estates	07801 276778	<a href="mailto:kmiller@essex.ac.uk">kmiller@essex.ac.uk</a>
Mark Vinter	Deputy Director Estates	07717 156012	<a href="mailto:mvinter@essex.ac.uk">mvinter@essex.ac.uk</a>
Link to Contact Directory: <a href="http://www.essex.ac.uk/Search/Phonebookresults.aspx">http://www.essex.ac.uk/Search/Phonebookresults.aspx</a>			

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:   
Date: 08/06/2015  
Name:   
Position: REGIONAL 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.

