

Highways England Company Limited

**ARCHAEOLOGY FRAMEWORK**

**VOLUME 2**

Framework Information

**(2020)**

**Contents amendment sheet**

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# Framework Information

## About this document

### This Framework Information sets out the aims, scope and rules for operation of the Archaeology framework contract between the *Client* (Highways England) and the *Supplier*. The Framework Information is structured as summarised in Table 1.

|  |  |  |
| --- | --- | --- |
| Framework Information Structure | | |
| Section | | Contents |
|  | * 1. Framework Information | * 1. Sets out the overall Framework Information purpose, structure and the contents of each section. |
|  | * 1. Framework Vision, Objectives and Approach | * 1. Sets out the *Client*’*s* vision and key objectives for the framework contract and the commercial approach that has underpinned the development and guides the operation of the framework contract. |
|  | * 1. *Framework scope* | * 1. Sets out the *framework scope* and the procedure used to determine the allocation of Package Contracts to framework lots. |
|  | * 1. General Framework Requirements | * 1. Sets out the general requirements that the *Supplier* meets at framework level. |
|  | * 1. Framework Operation | * 1. Sets out the framework level operation and management requirements the *Supplier* delivers at framework level. |
|  | * 1. Award of Time Charge Orders and Work Orders | * 1. Sets out the background and award procedures for Package Contracts. |
|  | * 1. *Selection procedure* | * 1. Sets out the *selection procedure* for Package Contracts to be used by the *Contracting Body.* |
|  | * 1. *Quotation procedure* | * 1. Sets out the *quotation procedure* for Package Contracts to be used by the *Contracting Body.* |
|  | * 1. Contingency Procedure | * 1. Sets out the Contingency Procedure to be used by the *Contracting Body* if the *selection procedure* is not successful. |
|  | * 1. Direct Awards | * 1. Sets out the limited circumstances in which the direct award of Package Contracts is permitted. |
|  | * 1. Adjustment of prices | * 1. Sets out how prices are annually adjusted for inflation. |
|  | * 1. Package Contract Award | * 1. Sets out how Package Contracts are awarded. |

Table 1 Framework Information Structure

### The Framework Information is read in conjunction with the framework contract. Definitions have the meanings given in the framework contract. Definitions used only in this Framework Information are given in Table 2.

|  |  |
| --- | --- |
| Framework Information Definitions | |
| Defined Term | Meaning |
| * 1. **Association of Local Government Archaeological Officers** | * 1. is a body to represent Archaeologists working for local authorities and national parks in the United Kingdom. |
| * 1. **Cabinet Office** | * 1. is a department of the Government of the United Kingdom responsible for supporting the Prime Minister and the Cabinet of the United Kingdom. |
| * 1. **Chartered Institute for Archaeologists (CIfA)** | * 1. is a professional body representing archaeologists working in the United Kingdom and overseas. |
| * 1. **Combined Overall Score** | * 1. is a *Supplier’s* final quality score combined with its final commercial score for the framework contract. |
| * 1. **Commitments** | * 1. the commitments made within the Quality Statement and contained in Annex FI 6. |
| * 1. **Comptroller and Auditor General** | * 1. The Comptroller and Auditor General in the United Kingdom is the government official responsible for supervising the quality of public accounting and financial reporting. |
| * 1. **Contingency Procedure** | * 1. is the procedure to award a Package Contract if the *selection procedure* is not successful or all quotations are rejected. |
| * 1. **Controller** | * 1. is the single person (or group of persons acting in concert) that * has Control of the *Supplier* or a Consortium Member or * holds or controls the largest direct or indirect interest in the relevant share capital of the *Supplier* or a Consortium Member. |
| * 1. **Delivery Integration Partner (DIP)** | is a supplier appointed by the *Client* under the Delivery Integration Partnership Framework (OJEU number 2018/S 010-017461) who will integrate the development and delivery of Schemes. DIP suppliershave contractual responsibility with Scheme development, design, construction and handover to the *Client*. |
| * 1. **Department for Transport** | * 1. is the government department responsible for the English transport network and a limited number of transport matters in Scotland, Wales and Northern Ireland that have not been devolved. |
| * 1. **Detailed Archaeological Mitigation Strategy (DAMS)** | * 1. is a statement of proposals for reducing the overall effect of a development on archaeological remains within the site. |
| * 1. **Development Consent Order (DCO)** | * 1. is a statutory instrument granted by the Secretary of State to authorise the construction and development of a Nationally Significant Infrastructure Project. |
| * 1. **Enforcement Action** | * 1. is enforcement action brought by a regulatory authority against the *Supplier* or an Associated Company under any health and safety or environmental legislation, including a successful prosecution or the issue of a prohibition or improvement notice under any contract. |
| * 1. **Equality, Diversity and Inclusion (EDI)** | is the collective term used to refer to and promote values of   * equality – meaning where it is ensured that everybody has equal access and opportunity and are not treated differently or discriminated against because of their characteristics, * diversity – means taking into account the differences between individuals and groups of people and place a positive value on those differences and * inclusion – meaning where all people regardless of who they are, feel valued and welcomed. |
| * 1. **EU Commission** | 1. is the executive branch of the European Union. |
| * 1. **Federation of Archaeological Managers and Employers** | * 1. is a professional archaeological body in the United Kingdom. |
| * 1. **Financial Year is (as the case may be)** | * the period commencing on the date the framework came into existenceand ending on 31 March in the following year, * a period of twelve months commencing on the expiry of the previous Financial Year or * in the case of the Financial Year in which the *end date* occurs, the period commencing on the expiry of the previous Financial Year and ending on the *end date.* |
| * 1. **Framework Performance Score** | * 1. is the performance score calculated by aggregating the *Supplier’s* performance scores for every Package Contract to arrive at a single score representing the *Supplier’s* overall performance across the framework contract using the methodology set out in the Collaborative Performance Framework in **Annexes FI 9** and **FI 10** of the Framework Information. |
| * 1. **Framework Quality Plan** | * 1. is a proposal from the *Supplier* detailing how they intend to deliver the outcomes of the Archaeology framework contract. |
| * 1. **Heritage Management Plan (HMP)** | 1. indicates how the historic environment is intended to be protected in a consistent and integrated manner, co-ordinating with all other environmental topics. |
| * 1. **Historic England** | 1. is the UK government’s statutory advisor on the historic environment. |
| * 1. **Inclusion Action Plan (IAP)** | 1. is the document described in section 5.5 and Annex FI 7 of the Framework Information. |
| * 1. **Lean Maturity Assessment** | * 1. helps organisations in the *Client’s* supply chain determine the extent to which they have adopted lean principles. |
| * 1. **Nationally Significant Infrastructure Project** | * 1. has the meaning given to it in the Planning Act 2008. |
| * 1. **Outline Environment Management Plan (OEMP)** | * 1. is the plan outlining design, construction and operational mitigation arising from the technical assessments presented in the environmental statement requiring a response from all involved in the Project. |
| * 1. **Package Contract** | * 1. is a contract for works or services to be carried out pursuant to a Time Charge Order or a Work Order or Works Contract. |
| * 1. **Procurement Policy Note (PPN)** | * 1. are guidance notes produced by the Cabinet Office on the implementation of the procurement regulations in England and Wales. |
| * 1. **Project** | * 1. is a road improvement project or a roads renewal project. |
| * 1. **Quality Management Plan** | * 1. is the quality plan required for each Package Contract. |
| * 1. **Quality Management Points** | * 1. are points accrued by the *Supplier* in relation to a Package Contract in accordance with the table in **Annex 10** of the Scope. |
| * 1. **Resource Schedule** | * 1. is an excel spreadsheet that is used by the *Supplier* to build up and substantiate its rate for each item in the *quotation information*.  Resources are itemised for people, Equipment, Plant and Materials, Subcontracted work and any credit relating to the item. The Resource Schedule is included as QI Appendix E to the *quotation information*. |
| * 1. **Road Investment Strategy (RIS)** | * 1. is the Department of Transport’s (DfT) strategy document which sets out where it will prioritize its investment in the strategic road network. |
| * 1. **Road Investment Strategy 2 (RIS2)** | * 1. is the Department of Transport’s (DfT) strategy document which sets out where it will prioritize its investment in the strategic road network during the 2020 to 2025 road period. |
| * 1. **Scheme** | * 1. is an element of archaeological works or services undertaken for a Project as a Works Contract, within the Work Order or as a Work Order. |
| * 1. **Secondary Competition** | * 1. is the process described in section 8.2 of the Framework Information |
| * 1. **Secretary of State** | * 1. is the Secretary of State for Transport. |
| * 1. **Selection Questionnaire** | * 1. is the document provided in Appendix F which is assessed at Stage 9 of the procurement process as set out in section 5.10 of the Instructions for Tenderers. |
| * 1. **Site Specific Written Scheme of Investigation (SSWSI)** | is a specific method statement or a project design to cover a suite of archaeological works for a site. It is normally prepared as a response to a project brief and details how the archaeologists fulfil the requirements set out in that brief. |
| * 1. **Stage** | * 1. refers to the archaeological stage as defined in the Scope. |
| * 1. **Sterling** | * 1. is the basic monetary unit of the United Kingdom |
| * 1. **The United Kingdom National Accreditation Body, European Union National Accreditation Body, International Accreditation Forum (IAF), Multi-Lateral Agreement (MLA)** | * 1. are the third-party certification bodies that will be accepted by the *Client*. |
| * 1. **Threshold Level** | * 1. is the Threshold Level of Quality Management Points stated in the Scope. |

Table 2 – Framework Information Definitions

### The policies and guidelines referred to in this Framework Information can be found using the links provided in **Annex FI 1**.

# Framework Vision, Objectives and Approach

## Framework Vision

### The *Client*’s business role, key investment programmes and the vision and principles that have driven the development of this framework contract for the delivery of the Regional Investment Programme (RIP), the Complex Infrastructure Programme (CIP) and Operational (Ops) schemes are summarised in **Annex FI 2**. In support of the *Client*’s strategic business plans, this framework contract’s vision is to develop an extended *Client* capability for archaeological *works* through the *Supplier's* ability to predictably achieve the three *Client* imperatives

safety – ensuring no one is harmed when travelling or working on the strategic road network,

customer service – “improving what we do and how what we do it to reduce the impact of work on road users” and

delivering the Road Investment Strategy – on time and efficiently.

## Framework Contract Key Objectives

### The key objectives of the framework contract are

* to support the *Client* in the successful delivery of the Road Investment Strategy 2 (RIS 2): 2020 - 2025 (see link in **Annex FI 1** of this Framework Information),
* to maximise the *Client*’s performance against the five areas of measurement in performance,
* to fulfil the *Client’s* obligations to the historic environment,
* to deliver advice to the *Client* in keeping with current national standards and guidance and
* to adhere to current national standards and guidance for archaeological fieldwork.

## Framework Contract Commercial Approach

### The framework contract’s commercial approach is aligned to the *Client*’s key commercial principles and supports the successful delivery of the framework contract’s key objectives

* achieving the *Client’s* commitments to the Department for Transport,
* delivering solutions within the defined funding parameters,
* improving programme certainty and providing a positive impact on the overall project,
* using value as a key decision-making criterion and
* sharing innovation and knowledge across the delivering community.

## Framework Contract Ambition

### The framework contract’s ambition is to change the way Schemes are delivered on the network through a longer-term, integrated approach to improve benefits and eliminate waste. To support the framework contract’s ambition, the framework suppliers

* participate, in nationally and regionally focussed communities that can drive a step change in delivering capability by implementing and developing best practice,
* support the transformation of the *Client* and its delivery models as the organisation continues to mature,
* through assurance and supervision, behave in a way that allows the *Client* and framework suppliers to succeed together and
* allow innovation and encourage general improvement in delivering the *service*.

## Takeover and Mergers

### If the *Supplier* (or, where the *Supplier* is a joint venture, any Consortium Member) is taken over by or merges with, another supplier (or an Associated Company of another supplier) on the same lot or would breach the award criteria for a lot

* the *Supplier* immediately notifies the *Client*,
* the *Supplier* explains to the *Client* how the takeover or merger will affect the corporate structure and financial standing of the *Supplier*, the other supplier and any Guarantor,
* the *Client* consults with the *Supplier* as to which of the framework contracts should be terminated and

### pending termination of either framework contract, the *Client* may decide to exclude the *Supplier* from any *selection procedure* for a Package Contract that it would otherwise have issued (or been obliged to issue) to the *Supplier*.

### Not Used

# Framework Scope

## *Framework Scope*

### The *framework scope* is set out in **Annex FI 3**. The *framework scope* covers the archaeological work for CIP, RIP and the Delivery Integration Partner (DIP). It is also available as an alternative route to market for archaeological investigation services where needed by the *Client*.

### The framework contract comprises of 6 lots. Lots 1a, 2a and 3a are for the provision of Work Orders and lots 1b, 2b and 3b are for Time Charge Orders.

## Lot Information and allocation of work to lots

### The framework has a lot structure based on the value of each individual Work Order.

### Time Charge Orders are allocated as follows

### Time Charge Orders to support Schemes in lot 1a are carried out by lot 2b,

### Time Charge Orders to support Schemes in lot 2a are carried out by lot 3b and

### Time Charge Orders to support Schemes in lot 3a are carried out by lot 1b.

### If a Work Order arises during the course of the framework contract, then this is allocated to the relevant lot according to its value (see Table 3 below).

### The lot details are set out in Table 3.

|  |  |
| --- | --- |
| **Lot** | **Scheme value** |
| 1a | < £2 million |
| 2a | £2 million to < £5 million |
| 3a | >£5 million |

Table 3 - Lot Details

# General Framework Requirements

## Parent Company Guarantee

### If the *Supplier* is required to provide a Parent Company Guarantee, it is provided in the form set out in **Annex FI 4**. If the entity that is to provide the Parent Company Guarantee is not a company incorporated in and subject to the laws of England, the *Supplier* provides a legal opinion in support of a Parent Company Guarantee.

### Any legal opinion provided by the *Supplier* in support of a Parent Company Guarantee from a company not incorporated in and subject to the laws of England, includes (among others) the following matters

* is addressed to the *Client* on a full reliance basis,
* the liability of the lawyers giving the opinion is not subject to any exclusion or limitation of liability,
* confirmation that
* the Controller is a corporation duly incorporated in the relevant jurisdiction, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated,
* the Controller has full power to execute, deliver, enter into and perform its obligations under the Parent Company Guarantee,
* all necessary corporate, shareholder and other action required to authorise the execution and delivery by the Controller of the Parent Company Guarantee and the performance by it of its obligations under it have been duly taken,
* execution by the proposed signatories in accordance with the method of execution proposed will constitute valid execution by the Controller,
* the execution and delivery by the Controller of the Parent Company Guarantee and the performance of its obligations under it will not conflict with or violate
* the constitutional documents of the Controller,
* any provision of the laws of the jurisdiction in which it is incorporated,
* any order of any judicial or other authority in the jurisdiction in which it is incorporated or
* any mortgage, contract or other undertaking which is binding on the bidder or its assets and
* (assuming that it is binding under English law) the Parent Company Guarantee constitutes legal, valid and binding obligations of the Controller enforceable in accordance with its terms,
* notification of any other formalities to be complied with under local law which may be necessary to enforce the Parent Company Guarantee in the Controller's place of incorporation, including (for example) notarisation, legalisation or registration of the Parent Company Guarantee,
* notification of whether withholding is required to be made by the Controller in relation to any monies payable to the *Client* under the Parent Company Guarantee,
* confirmation of whether the *Client* will be deemed to be resident or domiciled in the foreign jurisdiction by reason of its entry into the Parent Company Guarantee and
* confirmation that the Controller and its assets are not entitled to immunity from suit, pre-judgment attachment or restraint or enforcement of a judgment on grounds of sovereignty or otherwise in the courts of England in respect of proceedings against it in relation to the Parent Company Guarantee.

### Should other forms of guarantee be required, this will be specified by the *Client*.

## Conflict of interest

### The *Supplier* does not take an action which would cause a conflict of interest to arise in connection with the framework contract. The *Supplier* immediately notifies the *Client* if there is any uncertainty about whether a conflict of interest may exist or arise.

### The *Supplier* notifies its employees and subcontractors (TA3 24/08/20) (at any stage of remoteness from the *Client*) and procures that any Subcontractor (at any stage of remoteness from the *Client)*, who are Providing the Service that they do not take any action which would cause an actual or potential conflict of interest to arise in connection with the *service.*

### The *Supplier* ensures that any employee and procures that any subcontractor (TA3 24/08/20) (at any stage of remoteness from the *Client*) who are Providing the Service, completes a declaration of interests and conflict form (See link in **Annex FI 1**).

### The *Supplier*

* procures that any subcontractor (at any stage of remoteness from the *Client*) immediately notifies the *Supplier* and the *Client* if there is any uncertainty about whether a conflict of interest may exist or arise and
* immediately notifies the *Client* if there is any uncertainty about whether a conflict of interest may exist or arise.

### If the *Supplier* or subcontractor (at any stage of remoteness from the *Client*) immediately notifies the *Client*, it may

* require the *Supplier* to stop providing the service until any conflict of interestis resolved
* require the *Supplier* to submit to the *Client* for acceptance a proposal to remedy the actual or potential conflict of interest.

### A reason for not accepting the submission is that it does not resolve any conflict of interest. The *Supplier* amends the proposal in response to any comments from the *Client* and resubmits it for acceptance by the *Client.* The *Supplier* complies with the proposal once it has been accepted.

## Disclosure Requests

### A disclosure request is a request for information relating to the framework contract and all Package Contracts received by the *Client* pursuant to the Freedom of Information Act 2000 (see link in **Annex FI 1**), the Environmental Information Regulations 2004 (see link in **Annex FI 1**) or otherwise.

### The *Supplier* acknowledges that the *Client* may receive disclosure requests and that the *Client* may be obliged, (subject to the application of any relevant exemption and, where applicable, the public interest test) to disclose information (including commercially sensitive information) pursuant to a disclosure request. Where practicable, the *Client* consults with the *Supplier* before doing so in accordance with the relevant code of practice. The *Supplier* responds to any consultation promptly and within any deadlines set by the *Client* to the satisfaction of the *Client*. The *Supplier* acknowledges that it is for the *Client* to determine whether such information should be disclosed.

### When requested to do so by the *Client*, the *Supplier* promptly provides information in its possession relating to the framework contract and any Package Contract and assists and co-operates with the *Client* to enable the *Client* to respond to a disclosure request within the time limit set out in the relevant legislation (see link in **Annex FI 1**).

### The *Supplier* promptly passes any disclosure request which it receives to the *Client*. The *Supplier* does not respond directly to a disclosure request unless instructed to do so by the *Client*.

## 

## Data Protection

### Definitions in this clause (but not otherwise)

* Data is all Personal Data collected, generated or otherwise processed by the *Supplier* in the course of providing the service.
* Data Protection Impact Assessment is an assessment by the Data Controller of the impact of the envisaged processing of Personal Data on the rights of a Data Subject.
* Data Protection Legislation is
* the General Data Protection Regulation (EU2016/679),
* the LED (Law Enforcement Directive (Directive (EU) 2016/680),
* the Data Protection Act 2018
* the Privacy and Electronic Communications (EC Directive) Regulations 2003 and
* any other data protection laws and regulations applicable in England (see link in **Annex FI 1**).
* Data Subject is an individual who is the subject of Personal Data.
* Data Subject Request is a request made by or on behalf of, a Data Subject concerning their
  + rights of access to and information relating to, Data,
  + rectification of inaccurate Data,
  + permanent erasure of Data,
  + objection to or restriction of processing of Data pursuant to the Data Protection Legislation and
  + transfer of Data to a third party.
* EEA is the European Economic Area.
* Joint Data Controllers means where two or more Data Controllers jointly determine the purposes and means of processing.
* Personal Data is any data relating to an identified or identifiable natural individual that is within the scope of protection as “personal data” under the Data Protection Legislation.
* Protective Measures are appropriate, technical and organisational measures implemented, consistent with good industry practice, to ensure a level of security appropriate to the risk posed by Personal Data, taking into account the state of the art, the costs of implementing, the harm that might result from a Security Incident and which may include
  + pseudonymising and encrypting Personal Data,
  + ensuring confidentiality,
  + integrity,
  + availability and resilience of systems and services,
  + ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident and
* regularly assessing and evaluating the effectiveness of such measures adopted by it including those outlined in PPN 02/18 (see link in **Annex FI 1**).
* Security Incident is a breach of security that results or may result in, leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to, Data.
* Sub-Processor is a third party (including an Associated Company) engaged by the *Supplier* to process Data.
* Supervisory Authority is any regulatory, supervisory, governmental or other competent authority with jurisdiction or oversight over the Data Protection Legislation.

### For the purposes of this framework contract, all Package Contracts and the Data Protection Legislation

* for the purposes of this section only the *Client* is the Data Controller,
* the *Supplier* is the Processor (unless otherwise specified in **Annex FI 5** or schedule A from **Annex 08** of the Scope) and
* this section, **Annex FI 5** (data protection) and schedule A from **Annex 08** of the Scope together constitute a data processing agreement where required by the Data Protection Legislation.

### The *Supplier* processes the Data in accordance with the Data Protection Legislation and only to the extent necessary for the purpose of providing the services.

### The *Supplier* does not knowingly do anything or permit anything to be done which might lead to a breach of the Data Protection Legislation by either party.

### The *Supplier* obtains and maintains until the later of the completion of all Package Contracts or the *end date* all registrations and notifications that it is obliged to obtain and maintain pursuant to the Data Protection Legislation (see link in **Annex 02** of the Scope) in respect of providing the service.

### The *Supplier* only processes Data to the extent it relates to

* the types of Data,
* the categories of Data Subject and
* the nature and purpose

as set out in **Annex FI 5** (data protection) or schedule A from **Annex 08** of the Scope and only for the duration specified in **Annex FI 5** or schedule A of the Scope (data protection).

### Without prejudice to paragraph 4.4.3 the *Supplier* processes the Data only in accordance with the instructions of the service manager appointed in relation to the specific Package Contract, unless the *Supplier* is required to process Data for other reasons under the laws of the United Kingdom or European Union (or a member state of the EEA) to which the *Supplier* is subject. If the *Supplier* is required to process the Data for these other reasons, it informs the service manager appointed in relation to the specific Package Contract, before carrying out the processing, unless prohibited by relevant law.

### The *Supplier* immediately informs the service manager appointed in relation to the specific Package Contract, if it believes that an instruction infringes the Data Protection Legislation or any other applicable law.

### The *Supplier*

* implements and maintains Protective Measure which take into account the nature, scope, context and purpose of processing the Data and
* implements adequate security programmes and procedures to ensure that unauthorised persons do not have access to the Data or to any equipment used to process the Data.

The *Supplier* ensures itsprocessing is in accordance with the Data Protection Legislation and protects the rights of Data Subjects.

### The *Supplier* submits details of its Protective Measures to the *Client* for acceptance. A reason for not accepting them is that they are not appropriate to protect against a Security Incident. Acceptance (or a failure to reject) by the *Client* does not amount to acceptance by the *Client* of the adequacy of the Protective Measures.

### The *Supplier* ensures that all persons authorised to process Data are bound by obligations equivalent to those set out in clause 4.7 of this Framework Information and this section and are aware of the *Supplier*’s obligations under the contract and the Data Protection Legislation.

### The *Supplier* ensures access to the Data is limited to those persons who need access in order for the *Supplier* to provide the service and (in each case) to such parts of the Data as are strictly necessary for performance of that person’s duties.

### Where the *Supplier* obtains or collects Personal Data on behalf of the *Client*, the *Supplier*

### provides to Data Subjects a data protection notice in a form accepted by the service manager appointed in relation to the specific Package Contract, informing the Data Subject of the identity of the *Client*, the identity of any data protection representative it may have appointed, the purpose or purposes for which their Personal Data will be processed and any other information which is necessary having regard to the specific circumstances in which the Personal Data is or is to be, processed to enable processing in respect of the Data Subject to be fair and comply with the Data Protection Legislation and

### where applicable, obtains all necessary consents for the processing of Data.

### On request, the *Supplier*, takes all necessary actions and provides the service manager appointed in relation to the specific Package Contract, with all reasonable assistance necessary for the *Client* to comply with a Data Subject Access Request.

### The *Supplier* immediately notifies the service manager appointed in relation to the specific Package Contract, if it receives

* a Data Subject Access Request (or purported Data Subject Access Request),
* a complaint or request relating to the *Client*’s obligations under the Data Protection Legislation or
* a request from any Supervisory Authority for assistance or information, unless provided by relevant law.

### The *Supplier* assists and co-operates with the service manager appointed in relation to the specific Package Contract, in relation to any complaint or Data Subject Request received pursuant to paragraph 4.47, including

* providing full details of the complaint or Data Subject Access Request,
* complying with the Data Subject Request within the time limits set out in the Data Protection Legislation and in accordance with the instructions of the, service manager appointed in relation to the specific Package Contract and
* promptly providing the *Client* with any Personal Data and any other information requested to enable it to respond to the Data Subject Request within the time limits set out in the Data Protection Legislation.

### The *Supplier* does not process the Data outside the EEA (other than in the United Kingdom) without the agreement of the service manager appointed in relation to the specific Package Contract. Where the *Client* agrees, the *Supplier*

* provides evidence (acceptable to the *Client*) of appropriate safeguards as required by the Data Protection Acts and
* complies with the instructions of the *Client*.

### The *Supplier* complies with the requirements of the *Client* in relation to the storage, dispatch and disposal of Data in any form or medium. Any requirement for the *Supplier* to destroy or delete copies of the Data is subject to any law of the European Union, United Kingdom or a member state of the EEA to which the *Supplier* is subject that requires Data to be retained.

### The *Supplier* notifies the service manager appointed in relation to the specific Package Contract as soon as they become aware of a Security Incident or any other breach of this section. The notification includes, as far as possible

* a description of the nature of the Security Incident, including the categories and approximate number of Data Subjects concerned,
* the likely consequences of the breach and
* the Protective Measures taken or to be taken, to address the breach, including measures taken to mitigate any possible adverse effects.

### In the event of a Security Incident, the *Supplier* provides the service manager appointed in relation to the specific Package Contract, with full co-operation and assistance in dealing with the Security Incident, in particular in notifying individuals affected by the Security Incident or a Supervisory Authority as required by the Data Protection Legislation and in accordance with the instructions of the servicemanager.

### On request the *Supplier* provides to the service manager appointed in relation to the specific Package Contract, all necessary information to demonstrate the *Supplier*’s compliance with this section.

### The *Supplier* promptly provides all assistance and information requested by any Supervisory Authority or required by the service manager appointed in relation to the specific Package Contract, in order for the *Client* to ensure compliance with its obligations under the Data Protection Legislation, including in relation to

* security of processing,
* preparation of any necessary Data Protection Impact Assessments and
* undertaking any necessary data protection consultations of Supervisory Authorities.

### The *Supplier* maintains electronic records of all processing activities carried out on behalf of the *Client*, including

* the information described in paragraph 4.4.7 of this section,
* the different types of processing of Data being carried out (if applicable),
* any transfers of Data outside the EEA or the United Kingdom, identifying the relevant country or international organisations and any documentation required to demonstrate suitable safeguards and
* a description of the technical and organisation security measures referred to in paragraph 4.4.10 of this section.

The *Supplier* makes these records available to the service manager appointed in relation to the specific Package Contract, promptly on request.

### Before allowing any Sub-Processor to process any Personal Data related to this framework contract, the Processor

* notifies the *Client* in writing of the intended Sub-Processor and processing,
* obtains the written agreement of the servicemanager,
* enters into a written agreement with the Sub-Processor which give effect to the terms set out in this framework contract such that they apply to the Sub-Processor and
* provide the service manager with such information regarding the Sub-Processor as the service manager may reasonably require.

### The service manager may, at any time revise this clause by replacing it with any applicable data controller to process standard provisions or similar terms forming part of an applicable certification scheme.

### The Parties agree to take account of any guidance issued by the Information Commissioner’s Office.

### Each Party designates its own Data Protection Officer if required by the Data Protection Legislation.

### A failure to comply with this section is treated as a substantial failure by the *Supplier* to comply with its obligations.

## Discrimination, Bullying and Harassment

### The *Supplier* does not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to the Discrimination Acts (see link in **Annex FI 1**).

### In performing its obligations under the framework contract or Package Contract the *Supplier* co-operates with and assists the *Client* to satisfy its duty under the Discrimination Acts to

* eliminate unlawful discrimination, harassment and victimisation,
* advance equality of opportunity between different groups and
* foster good relations between different groups.

Where any Staff are required to carry out any activity on the *Client’s* premises or alongside the *Client’s* employees on any other premises, the *Supplier* ensures that each such Staff complies with the requirements of the Discrimination Acts and with the *Client’s* employment policies and codes of practice relating to discrimination and equal opportunities (included at **Annex FI 1**).

### The *Supplier* notifies the *Client* as soon as it becomes aware of any investigation or proceedings brought against the *Supplier* under the Discrimination Acts in connection with the framework contract and

* provides any information requested by the investigating body, court or tribunal in the timescale allotted,
* attends (and permits a representative from the *Client* to attend) any associated meetings,
* promptly allows access to any relevant documents and information and
* co-operates fully and promptly with the investigatory body, court or tribunal.

### The *Supplier* complies with all applicable human rights and employment laws in the jurisdictions in which they work and has robust means of ensuring that the Subcontractors (at any stage of remoteness from the *Client*) also comply.

### The *Supplier* implements due diligence procedures for its own suppliers, Subcontractors (at any stage of remoteness from the *Client)* and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

### The *Supplier* carries out an annual audit to monitor its compliance with the Modern Slavery Act 2015 (see link at **Annex FI 1**) which covers all its obligations under all its existing *Client* contracts. The *Supplier* prepares and delivers to the *Client* no later than 1st August each year an annual

slavery and human trafficking report,

transparency statement and

a risk register with mitigating actions

### which complies with the Modern Slavery Act 2015 (see link in **Annex FI 1**) and sets out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its any part of its business or in its supply chains.

### The *Supplier* notifies the *Client* as soon as it becomes aware of any actual or suspected slavery or human trafficking in any of its supply chains or any part of its business.

### The *Supplier* does not purchase any raw materials, resources or products from any country that has been sourced from producers or manufacturers using forced labour and child labour in its operations or practices.

### The *Supplier* complies (and ensures that any Subcontractor (at any stage of remoteness from the *Client)* complies) with the *Client’s* policies relating to bullying and harassment. If the *Client* considers that the presence or conduct of any of employees or Subcontractors (at any stage of remoteness from the *Client)* at any location relevant to the performance of the *service* is undesirable or in breach of the *Client’s* policies, the *Client* instructs the *Supplier* to implement corrective action.

### The *Supplier* ensures that any Subcontract (at any stage of remoteness from the *Client)* relevant to the performance of the *service,* contains provisions to the same effect as this section. The *Supplier*, may propose to the *Client* for acceptance, that a specific Subcontract (at any stage of remoteness from the *Client*) relevant to the performance of the *service,* does not comply with the requirements of this section. The *Supplier* provides a detailed reason for not including some or all of the requirements of this section in the specific contract. The *Supplier* provides further detail when requested by the *Client* to assist their consideration. If accepted by the *Client*, the *Supplier* is relieved from including some or all of the requirements of this section in the specific contract. The *Supplier* provides further detail when requested by the *Client* to assist its consideration.

### In this regard, the *Supplier* will also abide by the guidance set out by the Chartered Institute for Archaeologists (CIfA) (see link in **Annex FI 1**) in their policy statements (CIfA 2018) whereby any archaeological organisation will commit to equal opportunities

### “…every aspect of archaeological work.

### It is essential that all people are treated equally and not disadvantaged by prejudices or bias. Principle 5 of the Code of conduct states that any member shall respect the aspirations of employees, colleagues and helpers with regard to all matters relating to issues of equality of opportunity and employment, including but not limited to career development, health and safety and terms and conditions of employment…”

### A failure to comply with this section is treated as a substantial failure by the *Supplier* to comply with its obligations.

## Official Secrets Acts

### The Official Secrets Act 1989 applies to the framework contract from the date of award until all the servicesto be carried out under all Package Contracts have been completed. A failure to comply with this section is treated as a substantial failure by the *Supplier* to comply with its obligations. The *Supplier* notifies its employees and Subcontractors (at any stage of remoteness from the *Client*) of its duties under the Official Secrets Act 1989 (see **Annex FI 1**).

## Confidentiality

### The *Supplier* keeps (and ensures that anyone employed by it or acting on its behalf keeps) confidential and does not disclose to any person

* the terms of the contract and

any confidential or proprietary information (including Personal Data) provided to or acquired by the *Supplier* in the course of providing the service,

except that the *Supplier* may disclose information

* to its legal or other professional advisers,
* to its employees and Subcontractors as needed to enable the *Supplier* to provide the service,
* where required to do so by law or by any professional or regulatory obligation or by order of any court or government agency, provided that prior to disclosure the *Supplier* consults the *Client* and takes full account of the *Client*’s views about whether (and if so to what extent) the information should be disclosed,
* which it receives from a third party who lawfully acquired it and who is under no obligation restricting its disclosure,
* which is in the public domain at the time of disclosure other than due to the fault of the *Supplier* or
* with the consent of the *Client*.

### The *Supplier* does not (and ensures that anyone employed by it or acting on its behalf does not) use any confidential or proprietary information provided to or acquired by it for any purpose other than to provide the service.

### The *Supplier* acknowledges that the *Client* may publish information relating to this framework contract and all Package Contracts in accordance with Procurement Policy Note 01/17 (PPN) entitled Update to Transparency Principles dated 16th February 2017 (see link in **Annex FI 1**), except to the extent that any information in it is exempt from disclosure pursuant to the Freedom of Information Act 2000. The *Client* consults with the *Supplier* before deciding whether information is exempt, but the *Supplier* acknowledges that the *Client* has the final decision.

### The *Supplier*

* co-operates with and assists the *Client* to comply with its obligation under paragraph 4.4.6 to publish information in accordance with PPN 01/17(see link in **Annex FI 1)** or
* agrees with the service manager a schedule for the release to the public of information relating to the *Client* in accordance with the terms of the PPN 01/17,
* provides information to assist the *Client* in responding to queries from the public as required by PPN 01/17 as required by the *Client* and

### supplies the *Client* with financial data relating to this framework contract and all Package Contracts in the form and at the times specified in the PPN.

### The *Supplier* acknowledges that the *Client* is obliged to publish the provisions of the framework contract and any Package Contracts in accordance with the Crown Commercial Service note entitled “Publication of Central Government Tenders and Contracts” updated November 2017 or any later revision), except to the extent that any information in it is exempt from disclosure pursuant to the Freedom of Information Act 2000. The *Client* consults with the *Supplier* before deciding whether information is exempt, but the *Supplier* acknowledges that the *Client* has the final decision. The *Supplier* co-operates with and assists the *Client* to publish the contract in accordance with the *Client*'sobligation.

### The *Client*’s initial view is that the only materials likely to be excluded from publication on this basis are as follows

CVs for the people listed in the Package Contract

rates and prices in the *quotation information* and

EIR information.

### Not Used

## The *Client*’s Code of Practice

### The *Supplier* complies (and ensures that any person employed by it or acting on its behalf complies) with the *Client*’s Anti-Fraud, Bribery and Corruption Policy & Response Plan and Fair Payment Charter and collectively the “Codes” (Included at **Annex FI 1**). The *Supplier* complies with the Codes until the end date and with

* paragraphs 3.1 and 4.3 of the *Client’s* Anti-Fraud, Bribery and Corruption Policy and
* paragraph 1 of the *Client’s* Fair Payment Charter.

until 12 years after the later of

* the *end date* or
* the "*defects date"* or Service Period (as defined under the Package Contract)under the last completed Package Contract.

## Records and Audit Access

### For the purpose of this section records includes inventories.

### The *Supplier* ensures that records are maintained in an acceptable format such as

* scanned electronic image (Acrobat .pdf),
* editable electronic document (MSWord),
* editable electronic spreadsheet (MSExcel),
* electronic editable vectorised drawing format (.dwg AutoCAD format or equivalent),
* graphic electronic image in compressed (.jpg) format or
* other formats compatible with the *Client’s* information systems, reference documents or guidance manuals as agreed with the service manager appointed in relation to the specific Package Contract.

### The *Supplier* may, from time to time agree with the service manager appointed in relation to the specific Package Contract, alternative acceptable formats in which the *Supplier* maintains records, taking into account advances and other developments in information systems. The *Supplier* implements any changes as agreed with the service manager appointed in relation to the specific Package Contract.

### The *Supplier* creates, maintains and provides (and ensures that any Subcontractors ((at any stage of remoteness from the *Client))* create and provide) such records that are necessary for the *Supplier* to provide the *service*.

### Where applicable, all records created or maintained electronically shall have the metadata (document properties) completed to the satisfaction of the service manager appointed in relation to the specific Package Contract.

### The *Supplier* retains all electronic and other records in good order for the duration of the contract in such form as to be capable of audit (including electronic means) by the service manager appointed in relation to the specific Package Contract or Auditor General. The *Supplier* makes the records available for inspection by the service manager appointed in relation to the specific Package Contract and Auditor General at all reasonable times and provides copies of these records at regular intervals as agreed with the. service manager appointed in relation to the specific Package Contract. The *Supplier* retains records in line with the *Client's* latest retention policy which, if amended, will be cascaded for implementation. The *Supplier* also maintains records in line with any statutory record keeping responsibilities and until expiry of the later of the completion of all Package Contracts or the *end date* or termination of the framework contract (unless the service manager appointed in relation to the specific Package Contract, agrees otherwise) and subject to any applicable law or legal requirement imposing a different retention period.

### The *Supplier* specifies the age of each record and provides them to the service manager appointed in relation to the specific Package Contract, at the end of the contract.

### The *Supplier* keeps documents and information obtained or prepared by the *Supplier* or any subcontractor in connection with the framework contract or any Package Contract for a period of 12 years after the *defects date* under the last completed Package Contract.

### This clause does not constitute a requirement or agreement for the purposes of section 6(3)(d) of the National Audit Act 1983 (see link in **Annex FI 1**), for the examination, certification or inspection of the accounts of the *Supplier*.

## Delay damages

### Where delay damages apply, these are assessed in accordance with **Annex FI 11.**

# Framework Operation

## Framework Board

### The framework board

* is accountable for providing strategic management, governance, technical advice, coordinating work and communication under the framework contract and any Package Contract,
* is responsible for ensuring that best value is obtained and demonstrated from operating the framework contract and any Package Contract and
* consists of the *Client’s* representatives from commercial, category management, health, safety & wellbeing, safety engineering and standards teams. Other members will be co-opted as required.

## Quality Management

### The *Supplier* operates a quality management system which

### complies with the requirements of ISO 9001,

### incorporates the requirements BSPD/CEN/TS 16880,

### incorporates an environmental management system consistent with ISO 14001,

### incorporates a collaborative business relationship management system consistent with ISO 44001,

### incorporates an occupational health and safety management system consistent with ISO 45001,

### includes processes for delivering continual improvement following the guidance in ISO 9004,

### has third party certification for the services to be provided under the framework contract from

### a United Kingdom Accreditation Service (The United Kingdom National Accreditation Body) approved accreditation body,

### any recognised European Union National Accreditation Body,

### any equivalent International Accreditation Forum (IAF) Multi-Lateral Agreement (MLA) signatory with a scope which includes a (UK) national highway sector scheme accepted by the *Client*) or

### is operating in preparation for accreditation

### within 12 months of the date the framework contract came in to existence.

### 

## Framework Quality Plan

### The Supplier provides the Framework Quality Plan to the *Client* within eight weeks of the date the framework contract came in to existence. The Framework Quality Plan covers framework level activities and is additional to the Package Contract Quality Management Plan required for each Package Contract. The Framework Quality Plan details how the *Supplier* delivers the requirements set out in this Framework Information to meet the *Client*‘s ambition and key objectives for the framework contract. The Framework Quality Plan is submitted in line with the *Supplier’s* certified ISO 9001 procedures.

### The *Supplier* ensures the Framework Quality Plan is sufficiently detailed to demonstrate how the *Supplier* achieves the Commitments, highlighting any learning from experience to enhance confidence that the Commitment can be achieved.

### The Framework Quality Plan includes an annex (template at **Annex FI 6**) that includes the Commitments including the processes and how the processes deliver the Commitments. The Commitments tabulated in the Framework Quality Plan are included in every Package Contract’s Quality Management Plan.

### Where a framework supplier has undertaken work for the *Client* or any other organisation, in the 3 years prior to the date the framework contract came in to existence, the Framework Quality Plan describes how they have taken measures to remedy any previous failures in compliance with its processes and how it will continue to make improvements to address any residual failures.

### The Framework Quality Plan clearly define the process by which the *Supplier* will protect the *Client* from conflicts of interest in its delivery of the *service* as specified in section 4.2.

### The *Supplier* submits the final Framework Quality Plan, approved through its own compliance governance within eight weeks of the date that the framework contract is executed. The *Supplier* maintains the Framework Quality Plan and keeps a controlled copy available for inspection by the *Client*.

## Confidential and Proprietary Information

### Within eight weeks after the expiry or termination of the framework contract, for any reason and the completion of the service under all Package Contracts or (if earlier) when it is no longer required, the *Supplier* returns to the *Client* any confidential or proprietary information belonging to or provided by the *Client* in the *Supplier*’s possession or control. It also deletes (and procures that any Subcontractor (at any stage of remoteness from the *Client)* deletes) any electronic information or data held by the *Supplier* or any Subcontractor (at any stage of remoteness from the *Client)* relating to the *Client* or the framework contract in a manner that is compatible with the requirements for data protection that are set out in this Framework Information.

## People Strategy

### The *Supplier* complies with the people strategy requirements, including

### equality, diversity and inclusion,

### employment and skills and

### skills and apprenticeships

### in the people strategy in **Annex FI 14**.

## Inclusion Action Plan

### The *Supplier* prepares an Inclusion Action Plan (IAP) in accordance with **Annex FI 7** and submits it to the *Client* for acceptance within 12 weeks of the award of the framework contract*.* If it is not accepted, then the *Supplier* amends the plan in response to the comments received from the *Client* and resubmits it to the *Client* within one week. Following acceptance, the *Supplier* provides the *Client* with a progress report every 6 months against the IAP including any changes to requirements specified by the *Client*.

### The *Client* accepts the IAP if

* it demonstrates how the requirements pass down the supply chain (at any stage of remoteness from the *Client*),
* it demonstrates how the *Supplier* as a company
* attracts, recruits and retains a greater diversity of new entrants to the sector,
* ensures the working culture, practice and environment is inclusive,
* considers and understands the diverse needs of customers and neighbouring communities,
* holds itself and the supply chain to account in delivering the plan and
* monitors and evidences year on year improvements.
* it meets the aims of the equality duty contained within the Discrimination Acts and as set out in the Scope to pay due regard to the need to
* eliminate unlawful discrimination, harassment, victimisation and any other conduct prohibited by the Discrimination Acts,
* advance equality of opportunity between people who share a protected characteristic and people who do not share it and
* foster good relations between people who share a protected characteristic and people who do not share it.

### At all times, the *Supplier* adheres to the behavioural principles set out in the Chartered Institute for Archaeologist’s (CIfA) Code of Conduct (CIfA 2014) (See link in **Annex FI 1**).

### The IAP names an individual from the *Supplier* to act as the Equality, Diversity and Inclusion (EDI) lead to

be responsible for ensuring the implementation, on-going development of the IAP,

ensure quarterly reports and information are provided as required,

facilitate continuous improvement reviews and

act as a single point of contact on all matters concerning EDI.

### Every 6 months, the *Supplier* prepares a progress report against the IAP and provides a copy to the *Client* within 14 days of the end of every 6 months. The *Client’s* Collaborative Performance Framework (CPF) team reviews and scores the IAP in line with the CPF metrics.

## Continual Improvement

### The *Supplier* complies with the lean continual improvement and training processes as described at **Annex FI 16** and the **Scope Annex 11.**

## Business Continuity

### The *Supplier* complies with the business continuity process as described at **Annex FI 15.**

## Change in Circumstances

### Four weeks prior to the commencement of each relevant Financial Year, each framework supplier demonstrates to the framework board that it continues to have the technical and professional ability required by the framework contract.

### The *Supplier* immediately informs the *Client* of any changes in the *Supplier*’s circumstances that would change the *Supplier*’s original response to the Selection Questionnaire (see link in **Annex FI 1**), including

* it
* is subject to a winding up order,
* has had a bankruptcy order made against it,
* has made an arrangement with its creditors,
* has had a receiver appointed over its assets,
* has had a provisional liquidator appointed to it,
* has passed a resolution for winding-up (other than in order to amalgamate or reconstruct),
* has had an administration order made against it or
* has had a receiver, receiver and manager or administrative receiver appointed over the whole or a substantial part of its undertaking or assets.
* its economic and financial standing has changed,
* a conflict of interest in relation to its framework contract activities it has or is expected to arise,
* any of the mandatory exclusion grounds set out in regulation 57 of The Public Contract Regulations 2015 (see link in **Annex FI 1**) applies,
* any of the discretionary exclusion grounds set out in regulation 57 of The Public Contract Regulations 2015 applies,
* has breached the Modern Slavery Act 2015 (see link in **Annex FI 1**),
* a change in the technical and professional ability so can no longer meet the requirements of the framework contract or
* a change of control where the *Supplier* (or, where the *Supplier* is a joint venture, any Consortium Member) is taken over by or merges with, another *Supplier* (or any Consortium Member of another *Supplier*).

### If requested by the *Client*, the *Supplier* confirms whether there has been a change in the *Supplier*’s circumstances that would change the *Supplier’s* original response to the Selection Questionnaire.

### The *Client* reserves the right to review any changes to the *Supplier*’s circumstances by requesting and evaluating updated responses to any of the questions asked in the Selection Questionnaire.

### If there is a change in circumstances during the framework contract which could have resulted in the *Supplier* being excluded from the competition or failing to meet the original Selection Questionnaire criteria, using the evaluation methods of the original competition, the *Client* may decide at its discretion, balancing the fair and equal treatment of all framework suppliers with a proportionate response to the relevant failure, to exclude the *Supplier* from participation in the *selection procedure*, Contingency Procedure and direct awards under this framework contract.

## Performance Management

### Overall approach

### The *Supplier’s* performance is assessed on two levels

at contract level, which measures bespoke contract performance indicators in relation to the framework contract (see **Annex FI 9**) and informs the future allocation of work under the framework contract and

at supplier level, which maps the contract performance indicators to the *Client’s* Collaborative Performance Framework (CPF) (see **Annex FI 10 (TA5)**) and informs the *Supplier’s* overall performance against the *Client’s* imperatives (see **Annex FI 10**).

### Contract level performance

### The *Client* records performance against each of the contract level performance indicators developed for the framework contract. The indicators and scoring guidance are shown in **Annex FI 9**.

### Performance will be assessed against the following metrics and the average score for the sub-metrics assessed

* health and safety management,
* customers (including quality),
* sustainability/environment,
* time, cost and value and
* equality, diversity & inclusion (EDI).

### Unless otherwise stated in the Scope or **Annex FI 9**, the timescales for the contract level metrics are as agreed between the *Client* and the *Supplier.*

### Supplier level performance for Work Orders

### The *Supplier* uses the current version of the CPF (see link in **Annex FI 1**)in order to actively measure the *Supplier’s* performance and follows the processes set out in the CPF in relation to the use of performance scores to drive improved performance.

### The *Supplier* records performance against each of the indicators in the CPF.

### The scores recorded by the *Supplier* against each CPF indicator are submitted to the *Client* and copied to the CPF email address supplierperformance@highwaysengland.co.uk no later than working day 7 of the month. Working day 0 is the last working day of the month. The *Client* leads additional annual reviews to assess all aspects of supplier performance and trends in performance indicators.

### Supplier level performance for Time Charge Orders

### All Time Charge Orders carried out by each *Supplier* will be aggregated and measured on an annual basis.

### The *Supplier* uses the current version of the CPF (see link in **Annex FI 1**) in order to actively measure the *Supplier’s* performance and follows the processes set out in the CPF in relation to the use of performance scores to drive improved performance.

### The *Supplier* records performance against each of the indicators in the CPF.

### The scores recorded by the *Supplier* against each CPF indicator are submitted to the *Client* and copied to the CPF email address supplierperformance@highwaysengland.co.uk no later than working day 7 of the month. Working day 0 is the last working day of the month. The *Client* leads additional annual reviews to assess all aspects of Supplier performance and trends in performance indicators.

### Performance reviews

### The *Client*, assisted by the *Supplier* and others (for example the *Client’s* designer and the framework board where required), undertakes a performance review at the

* end of each Work Order with a duration of less than 6 months or
* every 6 months and at the end of the Work Order, where the duration of the Work Order is 12 months or over.

### The performance reviews measure the *Supplier’s* performance for both the contract level and supplier level performance indicators.

### Performance reviews - contract level

### The performance review addresses four of the contract level metrics (health and safety management, customers (including quality), sustainability/environment and time, cost and value).

### The performance review of the EDI metric is undertaken every 6 months when sufficient data is available.

### The *Supplier* starts with a score of 6, which is considered a neutral score.

### At the end of each review, the metric scores for the Work Order (paragraph 5.9.15) is combined with the most recent scores for EDI (paragraph 5.9.16) and averaged to give a final average performance score of 0, 2, 4, 6, 8 or 10.

### If the *Supplier* obtains a performance score of less than 6 for any metric they may be suspended from future work allocation and Secondary Competition. The *Supplier* will be required to submit an improvement plan (see link in **Annex FI 1**).

### The improvement plan demonstrates the steps that the *Supplier* proposes to take to ensure its performance score is restored to at least the neutral threshold score of 6.

### The *Supplier* submits the improvement plan for acceptance by the *Client* within 10 working days of being awarded the score of less than 6, unless otherwise agreed with the *Client.*

### The *Client* assesses the improvement plan in collaboration with the *Supplier,* framework board and others where required. This plan will be accepted or rejected. A reason for rejecting the plan is that the *Client* does not believe it will address the performance issue.

### If the improvement plan is accepted by the framework board then the *Supplier* will be considered to have a performance score of 6 and any suspension from the framework will be lifted.

### The *Supplier’s* compliance with the improvement plan will be monitored by the *Client* on future Work Orders awarded to the *Supplier*. If the *Supplier* is found not to be complying with the improvement plan, then a second improvement plan is requested by the *Client* as per paragraph 5.9.25.

### If the improvement plan is not accepted, the *Supplier* adjusts the plan based on *Client* feedback and resubmits in 10 working days, unless otherwise agreed with the *Client*.

### If the improvement plan is rejected for a second time, the suspension will be considered permanent.

### Performance reviews - CPF

### The *Client* assesses the *Supplier’s* overall CPF scores where the contract performance indicators map to a CPF metric (see **Annex FI 10**).

### The *Client* may undertake verification of the CPF scores at any time. The *Supplier* provides any evidence, including supporting documentation, as requested by the *Client.*

### Where the *Supplier’s* performance, as measured in accordance with the CPF, is equal to or below the performance level, this is treated as a substantial failure by the *Supplier* to comply with its obligations under this framework or any Package Contract.

### The performance level is a 5.

# Award of Time Charge Orders and Work Orders

## Instructing Orders

### Orders under the framework are placed by means of a Work Order or a Time Charge Order. Package Contracts may be issued by the *Client*or by another *Contracting Body.*

### A Time Charge Order may be issued for work to assist the *Contracting Body* in providing archaeology advice to assist in developing the additional Scope required for a Work Order.

### A Work Order may be issued for a single Scheme or a programme of work combining a number of Schemes. Where a Works Order is issued for a programme of Schemes, an individual Scheme within the Work Order is instructed by a Works Contract.

### Work Orders for the *Client* use

### the NEC4 Term Service Contract June 2017 (including amendments January 2019) form for Stage 3 to 6 or

### the NEC4 Professional Service Short Contract June 2017 (including amendments January 2019) form for Stage 1 and 2.

### Other *Contracting Bodies* (who are not framework suppliers) use

### the NEC4 Term Service Subcontract June 2017 (including amendments January 2019) form for Stage 3 to 6 or

### the NEC4 Professional Service Short Contract June 2017 (including amendments January 2019) form modified for a subcontract for Stage 1 and 2.

### Time Charge Orders for the *Client* use the NEC4 Professional Service Short Contract June 2017 (including amendments January 2019) form and *Contracting Bodies* (who are not framework suppliers) use the NEC4 Professional Service Short Contract June 2017 (including amendments January 2019) modified for a subcontract.

### The *Contracting Bodies* may instruct a Work Order before the expiry of this framework contract which extends beyond the *end date* of the framework contract.

### Within a Works Contract or a standalone Works Order issued under a NEC4 Term Service Contract June 2017 (including amendments January 2019) or NEC4 Term Service Subcontract June 2017 (including amendments January 2019) there may be Task Orders.

### Where the selection of a *Supplier* is made by a *Contracting Body* (other than the *Client*), that selection will require the agreement of the *Client*.

# Selection procedure

### The *selection procedure* of a framework supplier for a Time Charge Order and Work Order are described below.

### The *Supplier* is excluded from selection for a Time Charge Order or a Work Order if

* there has been a change in the *Supplier’s* circumstances and the *Client* excludes the *Supplier* in accordance with section 5.8,
* it has scored less than 6 on any contract level or CPF performance metric and has not submitted an accepted improvement plan to the framework board,
* the number of Quality Management Points it has at the time of selection exceeds 25 per Package Contract and it is taking no action to reduce the total number of Quality Management Points in effect under any Package Contract to below the Threshold Level (as defined in the Scope) following the issue of a quality warning notice,
* it fails to submit an acceptable Inclusion Action Plan in accordance with section 5.5,
* it fails to comply with section 5.2 within 12 months of the date the framework contract came in to existence
* a RIDDOR Incident has occurred or Enforcement Action is brought under any contract
* where the contract is with the *Client*, the *Supplier* has not agreed a remediation plan with the *Client* or
* where the contract is not with the *Client*, the *Supplier* has not demonstrated to the *Client’s* satisfaction that they have put in place adequate measures to ensure that the incident or action will not recur,
* it is subject to a termination notice,
* it is subject to a *Client* consult notice,
* it is the poorly performing *Supplier* to whom a Time Charge Order, Work Order or a Works Contract was previously allocated,
* it withdraws from the annual allocation procedure,
* the issue of a Work Order or Time Charge Order to the *Supplier* would create a conflict of interest
* where the Scheme is being undertaken by framework suppliers on a different lot to the one where it would be undertaken in accordance with Table 3, the *Supplier* fails the financial capacity test for the lot where the Scheme should be undertaken from Table 3
* the *Supplier* has not demonstrated to the framework board that is has the technical and professional ability required by the framework

or

* the *Client* is not satisfied that the *Supplier* would be able to complete the *works* or *services* required for the proposed Package Contract.

## Time Charge Orders

### Time Charge Orders in each lot are to be issued on a rotational basis for the full duration of the framework contract based on the descending order of the framework suppliers’ Combined Overall Scores, commencing with the highest scoring *Supplier*.

### The *Contracting Body* requests a submission from the next *Supplier* on the rota in the lot where the Time Charge Order has been allocated who has not been excluded under paragraph 7.1.2**.**. If that *Supplier* is excluded, the *Contracting Body* requests a submission from the next *Supplier* on the rota and so on.

### A brief is made available to the *Supplier* and includes

* Request for Quotation (RfQ) including the expected timescales, evaluation criteria and key milestones to be considered in the programme,
* an additional Scope for the proposed Time Charge Order,
* the additional Contract Data part 1 and 2 for the proposed Time Charge Order,
* the Z clauses for the proposed Time Charge Order,

request for a safe system of working submission and

a p*rice list*, compiled from the *quotation information*.

The *Supplier* responds by submitting to the *Contracting Body*

a *methodology* *statement* demonstrating the resources required for the Time Charge Order, the *Supplier’s* capability and capacity for the proposed work and how the Time Charge Order will be completed,

a completed *key persons schedule,*

the additional Contract Data part 2,

safe system of working submission,

CV’s for the resources detailed in the *methodology statement* and

a completed *price list* for the proposed Time Charge Order and additional prices for Time Charge Order specific items. The rates and prices used by the *Supplier* do notexceed the rates and prices detailed in the *quotation information.*

### The *Supplier* responds in the timeframe specified by the *Contracting Body.*

### The *Contracting Body* assesses whether the submission demonstrates the *Supplier’s* capability and capacity to carry out the proposed Time Charge Order by ensuring the *Supplier* has

* sufficient people, equipment and material,
* people resources who have the required level of training, skills and experience,
* a completed *price list* for the proposed Time Charge Order and additional prices for Time Charge Order specific items. The rates and prices used by the *Supplier* do not exceed the rates and prices detailed in the *quotation information*,
* the people resources identified are available for the duration of the Time Charge Order and
* a completed *methodology statement*.

### Any specific resources identified by the *Supplier* as being required to complete the Time Charge Order will need to be available when required. This reflects resources already deployed on other Time Charge Orders or Work Orders within the framework contract and on other contracts and frameworks with the *Client*.

### The *Contracting Body* accepts or rejects the *Supplier’s* submission.

### A reason for rejecting the submission is that the *Contracting Body* does not believe the objectives of the Time Charge Order will be met, the submission is not submitted within the timeframe and/or does not contain all the information requested at paragraph 7.2.3.

### If the submission is accepted a Time Charge Order award letter is issued to the *Supplier* by the *Contracting* *Body* and the framework board is notified of the award.

### If the submission is rejected, then the *Contracting Body* may request alternative CV’s or a revised *methodology statement* for the Time Charge Order or may stop progression of the Time Charge Order.

### The *Supplier* submits a revised submission within 10 working days unless otherwise agreed with the *Contracting Body*.

### If the resubmitted submission is accepted, a Time Charge Order award letter is issued to the *Supplier*.

### If the second submission is rejected the *Contracting Body* requests a submission from the next *Supplier* on the rota in the lot who is not excluded under paragraph 7.1.2. The process at sections 7.2.3 to 7.2.12 is repeated until a framework supplier’s submission is accepted. If all the framework suppliers in the lot are excluded under paragraph 7.1.2, fail to meet the requirements set out at paragraph 7.2.5 or do not accept the invitation to provide a proposal in accordance with paragraph 7.2.3, then the Time Charge Order is allocated in accordance with the Contingency Procedure described in section 9.

## Time Charge Orders arising from poor performance or failure

### If a Time Charge Order is required to be reallocated due to the poor performance or failure of the *Supplier,* then the *Contracting Body* requests a submission from the next framework supplier on the rota in the lot who is not excluded under paragraph 7.1.2. The process at paragraphs 7.2.3 to 7.2.12 is repeated until a framework supplier’s submission is accepted. If all the framework suppliers in the lot are excluded (see paragraph 7.1.2), fail to meet the requirements set out at paragraph 7.2.5 or do not accept the invitation to provide a proposal in accordance with paragraph 7.2.3, then the Time Charge Order is allocated in accordance with the Contingency Procedure described in section 9.

### The poorly performing *Supplier* to whom a Time Charge Order was previously allocated is excluded from the Time Charge Order award process for that Time Charge Order.

## Work Orders

### Framework suppliers in the relevant lot who have not been excluded under paragraph 7.1.2 may be considered for the award of a proposed Work Order following the applicable *selection procedure*.

### The *selection procedure* for the award of a Work Order is one of the following

* allocation (see section 7.5 to 7.7 below)
* Secondary Competition (see section 8.2 below)

### If there is not an annual forward work (Scheme) programme for the relevant Financial Year, then Secondary Competition is used for each Work Order. If an annual work (Scheme) forward programme is available for the relevant Financial Year, then the *selection procedure* uses the value allocation and work allocation procedure.

### In exceptional circumstances Time Charge Orders or Work Orders can be awarded by the *Client* using the Contingency Procedure described in section 9 or the Direct Award procedure described in section 10.

## Award of Work Orders under Allocation Procedure

### The allocation procedure applies to lots 1a, 2a and 3a and has two main sections

* value allocation (see section 7.6) and
* work allocation (see section 7.7).

### Value allocation allocates an indicative percentage of available work to each framework supplierwithin a lot.

### Work allocation provisionally allocates individual Schemes to each framework supplieron a preliminary basis to deliver the work for the best value for money. The actual value of the Schemes allocated may be slightly more than or less than the value allocation percentages.

### When a forward programme for the relevant Financial Year exists, this allocation procedure will be applied on an annual basis in enough time to allow works or services to commence at the start of the Financial Year. If a forward programme for the relevant Financial Year is not produced by the *Client* in sufficient time to allow the allocation procedures to be undertaken in enough time to allow works or services to commence at the start of the Financial Year, then Secondary Competition is used to place Work Orders.

## Value Allocation Procedure

### The value allocation procedure can apply in each of the following Financial years

* Financial Year 1 – commencement of the framework contract until 31st March 2021,
* Financial Year 2 – 1st April 2021 to 31st March 2022,
* Financial Year 3 – 1st April 2022 to 31st March 2023,
* Financial Year 4 – 1st April 2023 to 31st March 2024 and
* Financial Year 5 – 1st April 2024 to end of the *end date*

### Financial Year 1

### An initial allocation of the percentage of the predicted work by value for each lot based on the forward programme for Financial Year 1 is allocated to each *Supplier*. The percentage allocated to each *Supplier* is established by a rank determined by the *Supplier’s* Combined Overall Score. The highest scoring *Supplier* is allocated the most work by value, the second highest scoring tenderer the second highest amount of work by value and so on as indicated in the table below.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| * 1. Financial Year One value allocation 100% of the available work is allocated based on Combined Overall Score | | | | | | |
|  | * 1. ***Supplier* A** | * 1. ***Supplier* B** | * 1. ***Supplier* C** | * 1. ***Supplier* D** | * 1. ***Supplier* E** | * 1. ***Supplier* F** |
| * 1. **lot 1a**   2. **(6 framework suppliers)** | * 1. 30% | * 1. 25% | * 1. 17% | * 1. 13% | * 1. 10% | * 1. 5% |
| * 1. **lot 2a**   2. **(4 framework suppliers)** | * 1. 40% | * 1. 30% | * 1. 20% | * 1. 10% |  | |
| * 1. **lot 3a**   2. **(4 framework suppliers)** | * 1. 40% | * 1. 30% | * 1. 20% | * 1. 10% |

### If a framework supplier is excluded under paragraph 7.1.2, the *Client* may divide equally between the remaining framework suppliers in the lot its value percentage for the remainder of the Financial Year.

### Financial Years 2, 3, 4 and 5

### If by March 1st of Financial Year 1 all the framework suppliers for a lot have not received a Collaborative Performance Framework (CPF) performance score, then the value allocation in Financial Year 2 is the same as the value allocation in Financial Year 1.

### The value allocation of each subsequent Financial Year will be in accordance with a new value allocation percentage determined by the a combination of the *Supplier’s* value allocation percentage for the previous Financial Year and a percentage determined from the *Supplier’s* average performance score for the previous Financial year using the Collaborative Performance Framework (CPF) and all the total lot’s framework suppliers’ average performance score for the previous Financial Year using the Collaborative Performance Framework (CPF).

### Each *Supplier’s* value allocation for the aggregated total of the forecast price for service done to date (as defined in the relevant Package Contracts) (including work that spans more than one Financial Year) for the relevant Financial Year consisting of

* 50% of its preceding Financial Year’s value allocation plus
* a performance percentage as set out below

performance percentage =

where

* A is the *Supplier*’s average of the CPF scores for the relevant preceding Financial Year to 1st March and
* B is the sum the average of the CPF scores for all the lot’s framework suppliers to the 1st March of the relevant preceding Financial Year.

### Example below for Financial Year 2

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | * 1. **Performance split** | * 1. **50% Performance based** | * 1. **50% Previous Years** | * 1. **Total % of Programme** |
| * 1. ***Supplier* A** | * 1. 4% | * 1. 2 | * 1. 15 | * 1. 17 |
| * 1. ***Supplier* B** | * 1. 9% | * 1. 4.5 | * 1. 12.5 | * 1. 17 |
| * 1. ***Supplier* C** | * 1. 14% | * 1. 7 | * 1. 8.5 | * 1. 15.5 |
| * 1. ***Supplier* D** | * 1. 19% | * 1. 9.5 | * 1. 6.5 | * 1. 16 |
| * 1. ***Supplier* E** | * 1. 24% | * 1. 12 | * 1. 5 | * 1. 17 |
| * 1. ***Supplier* F** | * 1. 30% | * 1. 15 | * 1. 2 | * 1. 17 |

### If a framework supplier is excluded under paragraph 7.1.2, the *Client* may divide its value allocation percentage equally between the remaining framework suppliers in the lot for the remainder of the Financial Year.

## Work Order allocation procedure

### The work allocation procedure considers

* any *Supplie*r’s conflict of interest including with Schemes and other contractors to the *Contracting Bodies*,
* capability including technical and profession capacity,
* capacity including resources,
* the aggregated total forecast price for service done to date for the relevant Financial Year for all Package Contracts being undertaken and may be undertaken,
* geographical location of the Scheme and the framework suppliers to minimize costs and
* programming of the Schemes to minimize costs.

### The work allocation of Schemes aligns the value of Scheme work as best as possible with the value allocation for each framework supplier. The work allocation is indicative and subject to future Work Orders and Works Contracts for each Financial Year, existing work, work carried forward from the previous Financial Year and capacity and capability of each framework supplier, therefore an exact match of allocated work with the value allocation may not be possible.

### For each of the Financial years in paragraph 7.7.1, the framework board issues the planned forward programme of archaeological worksfor the *Contracting Bodies.* This is done

* for Financial Year 1, within 14 days of the date; the framework contract came in to existence or
* for subsequent Financial Years, by 7th of March of the preceding Financial Year

### including the initial value allocation and work allocation of Schemes (including estimated cost) to the lot’s framework suppliers.

### Within seven days of the framework board issuing the *Supplier’s* annual work allocation, each *Supplier* reviews it and provides comments to the framework board on ways that potential additional value for money can be achieved from the work allocation. This may include potential changes to the Schemes allocated to the framework suppliers. The *Client* may at its discretion, change the work allocation of Schemes within the value allocation based upon the any comments received. However, unless a framework supplier self excludes from one or more Schemes, the value allocation is not amended. The framework board discusses any changes to the Schemes allocated to a *Supplier* with the relevant framework suppliers.

### For the first Financial Year, within twenty-eight days of the date the framework came in to existence, the *Client* issues a Work Order award letter (see **Annex** **FI 12** Form of Work Order Award Letter) for the Schemes allocated to the *Supplier* under the value allocation and work allocation procedures.

### For the subsequent Financial Years, by the 1st April the *Client* issues a Work Order award letter (see **Annex FI 12** Form of Work Order Award Letter) for the Schemes allocated to the *Supplier* under the value allocation and work allocation procedures

### Once a Work Order has been allocated to the *Supplier* using the value allocation procedure of the work allocation procedure the following process is followed to award a Work Order or Works Contract.

# Quotation procedure

## For Work Orders and Works Contracts under the work allocation procedure

### The *Contracting Body* issues a brief to the *Supplier* allocated the Work Order (if standalone) or Works Contract which consists of the following

* the additional Contract Data parts 1 and 2 including any specific insurance requirements,
* the additional Scope for the proposed Work Order (if standalone) or the Works Contract,
* request for a safe system of working submission,
* a *price list*, which
* is compiled from the items in the *quotation* *information* together with the expected quantities for those items,
* may include any additional items, not in the *quotation information* which are to be priced for the Work Order (if standalone) or Works Contract based on

the forecast defined cost and outputs for similar items in the *quotation information* (see paragraph 8.1.3) and

defined cost plus fee for items that are not similar to those in the *quotation information.*

* a template Resource Schedule to be used to substantiate the rates and Prices for any additional items,
* Z clauses for the proposed Work Order (if standalone) or Works Contract and
* the key milestones to be considered in the fully detailed and resourced programme for the contract.

### The *Supplier* responds with a submission which is provided within the time frame specified by the *Contracting Body* (a minimum of 10 working days). This includes

the additional Contract Data part 2,

a completed *methodology statement* for the proposed Work Order (if standalone) or Works Contract, including a fully detailed and resourced programme for the work including CVs. The *methodology statement* does not exceed the page limit as set out in the requirements of the Work Order (if standalone) or Works Contract,

a completed *key persons schedule*,

a safe system of working submission for the Work Order (if standalone) or Works Contract,

a *price list* for the proposed Work Order (if standalone) or Works Contract, including any price adjustments as described in the Adjustment Factors sheet of QI Appendix D, additional prices for Work Order (if standalone) or Works Contract specific items not included in the *quotation information*,

a fully reasoned and justified price for any item of work not included in the *quotation information* on the day the request for a quotation is issued, together with details to substantiate those prices based on information supplied in the *quotation information* and

the fee and other percentages, rates and prices used by the *Supplier* do notexceed the fee and other percentages rates and prices detailed in the *quotation information.*

### Where an additional item for the Work Order or the Works Contract is to be priced, the *Supplier* uses appropriate existing items and Resource Schedules in the *quotation information* as the basis for pricing the new items. The *Supplier* identifies the relevant similar items and associated Resource Schedules in the *Supplier*’s submission.

### The *Contracting Body* either accepts or rejects the submission. If the submission is accepted

### for a standalone Work Order, a standalone Work Order letter is issued or

### for a Works Contract, a Works Contract award letter is issued **(Annex FI 13)**.

### If the submission is rejected the *Contracting Body* responds to the *Supplier* within10 working days with the reason(s) for rejection. The *Supplier* will have the opportunity to revise the submission and submit to the *Contracting Body* within 10 working days.

### A reason for rejecting a submission is

* the methodology does not reflect the requirements for the Work Order (if standalone) or Works Contract,
* the resources and programme do not provide sufficient assurances that the key milestones will be achieved,
* the submission is not received within the timescale specified,
* the *Supplier* fails to provide adequate insurances,
* the safe system of working submission does not provide enough assurance that the *Contracting Body* health and safety requirements will be met or
* the rates and prices for additional items in the *price list* cannot be sufficiently substantiated.

### If the submission is rejected, then the *Contracting Body* invites the other framework suppliers in the lot to apply for the Work Order (if standalone) or Works Contract.

### The *Contracting Body* checks whether the framework supplier is excluded (see paragraph 7.1.2).

### If only one of the framework suppliers is eligible to be invited then it is invited to provide the *Contracting Body* with the information necessary for the *Contracting Body* to complete the procedure described in paragraphs 8.1.2 to 8.1.3.

### If two or more framework suppliers are not excluded*,* then they are invited to submit a proposal in accordance with section 8.2.

### If all the framework suppliers in the lot are excluded (paragraph 7.1.2), fail to meet the requirements set out at 8.1.2 or do not accept the invitation to provide a proposal, then the Work Order (if standalone) or Works Contract is allocated in accordance with the Contingency Procedure described in section 9.

## *Quotation procedure* for Scheme’s Work Orders and Time Charge Orders using Secondary Competition

### Secondary Competition will be used in the following circumstances

* if the relevant Financial Year forward programme of work is not produced and the value and work allocations are not undertaken by the *Client*,
* the work available is not sufficient to provide work under the allocation procedure to all framework suppliers on the lot until a forward programme of work is available at the start of the next Financial Year,
* if a new Scheme or Project is allocated to a lot as described at section 3.2 which has not been included in the forward programme of work,
* a submission for a Work Order (if standalone) or Works Contract is rejected for a second time and two or more framework suppliers are not excluded under paragraph 7.1.2,
* for Time Charge Orders under the Contingency Procedure or
* for Scheme Work Orders under the Contingency Procedure.

### The *Contracting Body* checks the framework suppliers in the lot where the *services* have been allocated as per section 3.2, to see that they are not excluded under paragraph 7.1.2.

### The *Contracting Body* invites the framework supplierswho have not been excluded to make a submission for a proposed Package Contract.

### *Quotation procedure* for Time Charge Orders using Secondary Competition

### A brief is made available to the framework supplier*s* (who are not excluded under the *selection* procedure) and includes

* Request for Quotation (RfQ) including the expected timescales, evaluation criteria and key milestones to be considered in the programme,
* an additional Scope for the proposed Time Charge Order,
* the additional Contract Data part 1 and 2 for the proposed Time Charge Order,
* the Z clauses for the proposed Time Charge Order,
* request for a safe system of working submission and
* a *price list*, compiled from the *quotation information*.

The *Supplier* responds by submitting to the *Contracting Body*

a *methodology* *statement* demonstrating the resources required for the Time Charge Order, the *Supplier’s* capability and capacity for the proposed work and how the Time Charge Order will be completed,

a completed *key persons schedule,*

the additional Contract Data part 2,

safe system of working submission,

CV’s for the resources detailed in the *methodology statement* and

a completed *price list* for the proposed Time Charge Order and additional prices for Time Charge Order specific items. The rates and prices used by the *Supplier* do notexceed the fee and other percentages, rates and prices detailed in the *quotation information.*

### *Quotation procedure* for Scheme’s Work Orders using Secondary Competition

### Where a Scheme is not included in the allocation procedure, a brief is made available to the framework suppliers (who are not excluded under the *selection* procedure) and includes

* Request for Quotation (RfQ) including the expected timescales, evaluation criteria and key milestones to be considered in the programme,
* an additional Scope for the proposed Work Order,
* the additional Contract Data part 1 and 2 for the proposed Work Order,
* the Z clauses for the proposed Work Order,
* request for a safe system of working submission and
* a *price list*, compiled from the *quotation information*

which may include any additional items, not in the *quotation information* which are to be priced for the Work Order based on defined cost plus fee and

Resource Schedule for additional items.

### The framework suppliers respond within the timescales specified by the *Contracting Body* (a minimum of 10 working days), by completing the information and submitting the documents requested. The *Supplier’s* proposal is to include the following information

* the additional Contract Data Part 2 for the Work Order,
* a *methodology statement* for the proposed Work Order, including a programme for the work, details of the resources proposed and CVs. The *methodology statement* does not exceed the page limit as set out in the RfQ,
* a completed *key persons schedule,*
* a safe system of working submission,
* a completed *price list* for the proposed Work Order, additional prices for Work Order specific items. The fee and other percentages, rates and prices used by the *Supplier* do not exceed the rates and prices detailed in the *quotation information*,
* fully reasoned and justified rates and prices for any item of work not included in the *quotation information* using the Resource Schedule and
* a percentage discount on the Prices for the Work Order if the scale or timing of the proposed Work Order provides efficiency savings from the prices included in the *quotation information*.

### The fee and other percentages, rates and prices used by the *Supplier* do notexceed the fee and other percentages rates and prices detailed in the *quotation information*.

### Where rates and prices are agreed for items which are not included in the *quotation information*, the agreed prices are added to the *quotation information*. The *Supplier* includes in its proposal a percentage discount on the Prices for the Work Order if the scale or timing of the proposed Work Order provides efficiency savings.

## Evaluation under Secondary Competition for Package Contracts

### A quality panel assesses the framework suppliers’ Quality Statement using the assessment criteria given in the RfQ. The quality panel may seek clarification during the marking process to remove any uncertainty regarding the proposal. If a submission is found not to be acceptable or their score is below the quality threshold as set out in the RfQ, the *Supplier* will be excluded from further consideration.

### The *Supplier* with the highest total quality mark is given a score of 100. The quality scores of the remaining *Suppliers* are calculated by deducting from 100 one point for each full percentage point by which their mark is below the highest mark.

### A finance panel assesses each of the *Supplier’s* pricing proposals. The *Supplier* with the lowest price submitted is given a score of 100. The financial scores of the other *Suppliers* are calculated by deducting from 100 one point for each full percentage point by which their price is above the lowest price.

### The *Supplier’s* quality score and the financial score are combined in the ratio 70:30 (quality: price). The total score will be expressed to one decimal place. If more than one *Supplier* has the same highest total score, the *Supplier* with the lowest price is taken forward.

### Following completion of the quality assessment, the quality panel reviews the financial material to verify that the stated quality can be sustained throughout the duration of the Work Order for the rates and prices quoted. The quality panel may seek further clarification to enable them to understand the price or Quality Statement better. Failure to provide satisfactory evidence to support any part of this aspect of the submission may result in the submission being rejected.

### If all the framework suppliers’ submissions are rejected, then the Work Order is allocated in accordance with the Contingency Procedure described in section 9. However, those framework suppliers whose submission has been rejected will be ineligible to participate in the Contingency Procedure.

## Re-allocation of a Scheme’s Work Orders or Works Contract arising from poor performance or failure

### If a Work Order or a Works Contract is required to be reallocated due to the poor performance or failure of the *Supplier*, then the process from section 8.1.9 to 8.1.10 is followed.

### The poorly performing *Supplier* to whom the Work Order or a Works Contract was previously allocated is excluded from the Work Order award process for that Work Order.

### If all the framework suppliers in the lots are excluded under paragraph 7.1.2, fail to meet the requirements set out at 8.2.4, do not accept the invitation to provide a proposal in accordance with 8.2.5 or if 8.1.7 applies then the Work Order is allocated in accordance with the Contingency Procedure described in section 9.

## Additional Items

### Where an additional item is required for a Works Contract, the proposed rate is calculated from the *Supplier’s* verifiable forecast Defined Cost.  A Resource Schedule is provided with details of the people, Equipment, Plant and Materials and work that is subcontracted together with any credit values where applicable. Resources and outputs and the substantiation of any percentages are in sufficient detail to demonstrate which items of cost have been included.  If work is similar to, but not the same, as an item in the *quotation information*, the *Supplier* uses the costs and outputs set out in the original Resource Schedule for the similar item as the basis to calculate the new rate and provides an explanation for and details of the method of adjustment for the new rate.

### Where the *Client* agrees to a new rate for a Works Contract it will be added to the most recently updated *quotation information*.  It will be applied, where applicable, to all future Package Contracts up until the next anniversary of the date the framework contract came into existence.  Each item rate in the *quotation information* is updated for inflation annually on the anniversary of the date that the framework contract came into existence.

### Where the *Client* agrees to a new rate for a Works Contract, the new rate is discounted to the tender return date as described below and added to the original *quotation information*.  This enables the new rate to be updated for inflation annually in accordance with section 11.

### The new rate agreed by the *Client* for a Works Contract is discounted to the tender return date as follows

* The discount Price Adjustment Factor is calculated as PAFd = (Q-B) / Q where
  + Q is the confirmed published value of the Index 3 months prior to the Works Contract quotation return date and
  + B is the confirmed value of the same Index published 3 months prior to the date of the invitation to tender.
* the new rate for a Works Contract is discounted to the tender return date by multiplying the agreed rate by (1 – PAFd).

### If an Index is changed after it has been used to calculate a discount Price Adjustment Factor PAFd, the calculation is repeated. The rate in the *quotation information* is changed.

# Contingency Procedure

### Where the Contingency Procedure applies pursuant to paragraphs 7.2.13, 8.1.11 and 8.3.6 the *Contracting Body* uses Table 4 to identify the framework suppliers that may participate in the Contingency Procedure for the Package Contract.

### A framework supplier is excluded from participating in the Contingency Procedure for Time Charge Order if they are the *Supplier* carrying out the corresponding Work Order, as it is deemed by the *Client* to have a conflict of interest.

|  |  |
| --- | --- |
| **Lot** | **framework suppliers** |
| 1a | lot 2a and 3a |
| 1b | lot 2b and 3b |
| 2a | lot 1a and 3a |
| 2b | lot 1b and 3b |
| 3a | lot 1a and 2a |
| 3b | lot 1b and 2b |

*Table 4*

### For all Time Charge Orders placed using the Continency Procedure the process outlined in paragraphs 9.1.4 to 9.1.7 will be followed.

### The *Contracting Body* checks that the framework suppliers are not excluded in accordance paragraph 7.1.2.

### If only one of the framework suppliers is not excluded (or self-exclude) then it is invited to provide the *Contracting Body* with the information necessary for the *Supplier* to complete the Time Charge Order procedure described in section 7.2.

### If two or more framework suppliers are not excluded*,* then paragraph 8.2.3 is complied with.

### If all of the relevant framework suppliers are excluded or self-exclude, then the *Contracting Body* may commence a new procurement exercise.

### For all Scheme Work Orders and Works Contracts placed using the Contingency Procedure, the framework suppliers follow the process outlined in paragraphs 8.2.4 to 8.2.7.

### If only one of the framework suppliers is are not excluded in accordance paragraph 7.1.2 or self-excluded, then it is invited to provide the *Contracting Body* with the information necessary for the *Supplier* to complete Work Order and Works Contract procedure as described in section 8.1

### If two or more framework suppliers are not excluded or self-excluded*,* then 8.2.4 to 7 are complied with.

### If all the framework suppliers are excluded or self-exclude then the *Contracting Body* may commence a new procurement exercise, outside the framework contract.

### Flow charts that illustrate the award procedures for Time Charge Orders, Work Orders and Works Contracts are included in **Annex FI 8**.

### 

# Direct awards

### A direct award procedure may only be used by a *Contracting Body* where extreme urgency brought about by events unforeseeable by the *Contracting Body* and which are not attributable to the *Contracting Body*, are required to deliver the works or services required. The duration of directly awarded contract will be no longer than necessary to allow the *Contracting Body* to award a contract in accordance with the Time Charge Order procedure, Work Order procedure or Contingency Procedure.

### The procedure to be used for direct awards is as follows

* the *Contracting Body* provisionally allocates the Package Contract to the appropriate lot where the need for extreme urgent works/services has occurred and awards the works or services to the *Supplier* who has the highest overall CPF performance score. If CPF performance data is not available for all framework suppliers for the relevant lot, the *Supplier* that has the highest Combined Overall Score for the relevant lot provided that they have the resources available to respond immediately and are not excluded under paragraph 7.1.2 or self -excluded,
* if the Package Contract cannot be allocated as set out above, to the *Supplier* with the next highest overall CPF performance score or if performance data is not available for all framework suppliers, the *Supplier* that attained the next highest Combined Overall Score for the relevant lot provided that they have the resources available to respond immediately and are not excluded under paragraph 7.1.2 or self- excluded or
* if no framework supplier for the relevant lot can be appointed, the *Supplier* that
  + has attained the highest overall CPF performance score on the other two lots relevant (for the works or services) or if performance data is not available for all framework suppliers, the *Supplier* that attained the next highest Combined Overall Score for the other two lots
  + has the resources available to respond immediately and
  + is not excluded under paragraph 7.1.2 or self -excluded.

This process is repeated with the next highest scoring *Supplier* until an appointment can be made.

### If no appointment can be made then the *Contracting Body* may commence a new procurement exercise, outside this framework contract.

# Adjustment of prices

## Annual Increases

### On each anniversary of the date the framework contract came in to existence

### each item rate in the *quotation information* (as it existed at the date the framework came into existence) together with additional items that are added to the *quotation information* in accordance with paragraph 8.5.2 are adjusted for inflation and

### the adjusted rates are used in the *quotation information* until the next anniversary of the date that the framework contract came into existence.

### Once the rates in the *quotation information* have been adjusted for inflation, the adjusted rates are applied to all future Package Contracts. The rates will not be adjusted for any Package Contracts that have already been awarded or where quotations have been received.

### The Index that is used to calculate the Price Adjustment Factor for the adjustment of people rates as shown in the People Rates sheet of the *quotation information* Appendix D is the EARN**0**3: Average Weekly Earnings by Industry “Not Seasonally Adjusted Average Weekly Earnings- Index figures excluding Bonuses, including Arrears” Sector M- Professional Scientific and Technical Activities, Tab 4, Column K5EU published by the Office for National Statistics.

### The Indexthat is used to calculate the Price Adjustment Factor for the adjustment of all other rates and prices in *quotation information* Appendix D is PAF1 - Price Adjustment Formulae Indices (Highways Maintenance), Series 4 - Highways Maintenance Work Category Indices, 4/HM/WC/01 Routine, Cyclic and Time Charge Works, published on behalf of the Department for Business, Energy and Industrial Strategy (BEIS), by the Building Cost Information Service (BCIS) of the Royal Institution of Chartered Surveyors.

### The Indices noted above may be altered in accordance with the framework contract.

### The Price Adjustment Factor is calculated as (L – B)/B, where

### L is the confirmed published value of the Index 3 months prior to the anniversary of the date the framework contract came in to existence and

### B is the confirmed value of the same Index published 3 months prior to the [July 2020].

### Each rate in the *quotation information* is changed by multiplying the rate by (1 + PAF).

### If an Index is changed after it has been used in calculating a Price Adjustment Factor, the calculation is repeated. The rates are corrected in the *quotation information* and in each *price list* that has been prepared for a Works Contract using the incorrect rates. Where *price lists* have been submitted for Works Contracts using the incorrect rates, the *Supplier* submits a revised *price list* to the *Contracting Body* within 2 weeksof the revised index being published.

### If the *Supplier* fails to submit a revised *price list* to the *Contracting Body* within 2 weeks of the revised index being published, the *Contracting Body* may revise the *price list*. A *price list* that has been revised by the *Contracting Body* will apply to the relevant Works Contracts.

### The *Supplier* corrects any application for payment that has been submitted using incorrect rates. The *Contracting Body* corrects any incorrectly assessed amount due in a later payment certificate.

### The *Client* may consult the *Supplier* on any revised Indices.

## Revisions to the Indices

### The *Client* reviews the appropriateness of the Indices on the anniversary of the date the framework came in to existence to determine if the Indices are representative of the costs increases being incurred by the framework suppliers. When requested by the *Client*, the *Supplier* provides details of the cost increase or decrease pressures.

### Any change to the Indices to make them more representative of the costs being incurred is agreed with the *Supplier.*

# Package Contract Awards

### When satisfied that the correct procedures have been followed and the C*ontracting Body’s* internal governance is completed, the *Contracting Body* notifies all the framework suppliers that participated in the Time Charge Orderprocedure, Work Order (if standalone) or Works Contract procedure, Contingency Procedure or direct award of the outcome of the procedure and states which framework supplier will be awarded the Package Contract.

### If the *Supplier*’s proposal is accepted, the parties will proceed to entering into the Package Contract. The framework suppliers in the lot are notified of the Package Contract award or, in the case of an award through the Contingency Procedure, all the framework suppliers are notified of the award.

### The C*ontracting Body* reserves the right not to proceed with any proposal made in response to any request for quotation for any proposed Package Contract.

Annex FI 1 Policies & Guidelines

Table FI 1 provides hyperlinks to documents referenced within the Framework Information. Documents unavailable as a hyperlink can be found in an additional document folder on Bravo. All government legislation has one link to the relevant website.

|  |  |
| --- | --- |
| Policies & Guidelines | |
| Document Name | Link |
| * 1. Highways England’s Conflict of Interest policy and guidance | See folder in E-TENDERING SYSTEM |
| * 1. Freedom of Information Act 2000 | <http://www.legislation.gov.uk/> |
| * 1. Environmental Information Regulations 2004 | <http://www.legislation.gov.uk/> |
| * 1. Public Interest Disclosure Act 1998 | <http://www.legislation.gov.uk/> |
| * 1. PPN 1/17 Transparency of Suppliers Tenderers & PPN 2/17 Update to Transparency Principles February 2017 | https://www.gov.uk/government/collections/procurement-policy-notes |
| * 1. Crown Commercial Services Guidance Note Central Government Tenderers & Contracts November 2017 | https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\_data/file/666728/Guidance\_Publication\_of\_New\_Central\_Government\_Tender\_documents\_\_and\_Contracts\_2017\_\_1\_\_\_1\_.pdf |
| * the General Data Protection Regulation (EU2016/679) * the LED (Law Enforcement Directive (Directive (EU) 2016/680) * the Data Protection Act 2018 and * any other data protection laws and regulations applicable in England and Wales. * Crown Commercial Service Procurement Policy Note 2/18 changes to data protection legislation | <http://www.legislation.gov.uk/>  https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32016L0680  <https://www.gov.uk/government/publications/procurement-policy-note-0218-changes-to-data-protection-legislation-general-data-protection-regulation> |
| * 1. Procurement Policy Note 01/17 (PPN) entitled Update to Transparency Principles | * 1. <https://www.gov.uk/government/collections/procurement-policy-notes> |
| * 1. Official Secrets Act 1989 | * 1. <http://www.legislation.gov.uk/> |
| * 1. *Client*’*s* Anti Bribery Code of Conduct | * 1. See folder in E-TENDERING SYSTEM |
| * 1. *Client*’*s* Anti-Fraud Code of Conduct | * 1. See folder in E-TENDERING SYSTEM |
| * 1. *Client*’s employment policies and codes of practice relating to discrimination and equal opportunities | * 1. See folder in E-TENDERING SYSTEM |
| * 1. *Client*’s policies relating to bullying and harassment. | * 1. See folder in E-TENDERING SYSTEM |
| * 1. EC Regulations 1103/97 | * 1. <http://www.legislation.gov.uk/> |
| * 1. Modern Slavery Act 2015 | <http://www.legislation.gov.uk/> |
| National Audit Act 1983 | <http://www.legislation.gov.uk/> |
| Chartered Institute for Archaeologists (CIfA) | <https://www.archaeologists.net/> |
| * BS/EN 45001 (OHSAS 18001), * ISO 9001 and BSPD/CEN/TS 16880, * ISO 14001 and * ISO 27001 * ISO 44001 * ISO 31000 * ISO 9004 | <https://shop.bsigroup.com/>  <https://www.iso.org/home.html> |
| * 1. Public Contracts Regulations 2015 | <http://www.legislation.gov.uk/> |
| * 1. CDM Regulations 2015 | <http://www.legislation.gov.uk/> |
| * 1. Highways England Lean Maturity Assessment (HELMA) | * 1. <https://www.gov.uk/guidance/highways-england-lean-maturity-assessment-helma> |
| * 1. LEAN Procedure | * 1. See folder in E-TENDERING SYSTEM |
| * 1. Road Investment Strategy (RIS 2) | * 1. <https://www.gov.uk/government/publications/road-investment-strategy-2-ris2-2020-to-2025> |
| * 1. Selection Questionnaire | * 1. See folder in E-TENDERING SYSTEM |
| * 1. Infrastructure Act 2015 | * 1. <http://www.legislation.gov.uk/> |
| * 1. Contracts (Rights of Third Parties) Act 1999 | * 1. <http://www.legislation.gov.uk/> |
| * 1. Template Supplier Performance Improvement Plan | * 1. See folder in E-TENDERING SYSTEM |
| * 1. Highways England’s Connecting the Country report | * 1. <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/666876/Connecting_the_country_Planning_for_the_long_term.pdf> |
| * 1. Highways England, 2019 Design Manual for Roads and Bridges Sustainability & Environment Appraisal LA 106 Cultural heritage assessment | <http://www.standardsforhighways.co.uk/ha/standards/dmrb/vol11/section3/LA%20106%20revision%201%20Cultural%20heritage%20assessment-web.pdf> |
| EARN03 | See folder in E-TENDERING SYSTEM |
| Apprenticeship data collection form | See folder in E-TENDERING SYSTEM |
| UK Government’s “A guide to apprenticeships” link | <https://www.gov.uk/government/publications/a-guide-to-apprenticeships> |
| Standard Occupation Classification | <https://www.ons.gov.uk/methodology/classificationsandstandards/standardoccupationalclassificationsoc> |

Table FI 1 Policies & Guidelines

Annex FI 2 Highways England (*Client*) Background

*Client's* Role

###### The *Client* is a corporate body established on 8th December 2014 as a company wholly owned by the Secretary of State for Transport. It was appointed as a strategic highways company by way of an Order made by the Secretary of State pursuant to section 1 of the Infrastructure Act 2015 (the Act) (see **Annex FI 1**).

###### The *Client* is tasked by the Act with delivering the Road Investment Strategy (RIS) set by the Secretary of State and to prepare and publish route strategies as directed by the Secretary of State. The *Client* carries out its functions in accordance with directions and guidance given by the Secretary of State. The Road Investment Strategy 2: 2020–2025 is set out in three parts

###### Part 1: Strategic Vision,

###### Part 2: Performance Specification and

###### Part 3: Investment Plan

###### The performance specification sets out the Government’s high-level expectations for Highways England and the Strategic Road Network (SRN) during Road Period 2.

###### It draws on specific aspects of the Government’s long-term vision for the road network and how it supports mobility and the economy, safety and the environment. Highway’s England’s Connecting the Country report reflects many of these themes in considering how the SRN might evolve and what this could mean for road users and the country’s economy.

###### The performance specification also identifies where there is a need to develop improved measures of performance for future road periods.

###### The performance specification is focused on and designed to emphasise, the needs of those who use and rely on roads and who live and work near the network. The *Client* has six outcome areas, which are set out in the RIS, upon which the *Client* is required to focus

improving safety for all,

fast and reliable journeys,

a well maintained and resilient network,

being environmentally responsible,

meeting the needs of all users and

achieving real efficiency.

###### Rather than setting out how the *Client* should deliver the performance specification, it considers how to work in the most effective way possible, delivering value for money and taking the actions that it deems necessary to achieve the long-term aims and balanced outcomes across the six outcome areas detailed above. The performance specification is itself part of a wider Performance Framework, which includes the delivery of the enhancement schemes, maintenance and renewals set out in the RIS2 investment plan.

###### Sustainable development is defined in our licence to operate, as “encouraging economic growth while protecting the environment and improving safety and quality of life for current and future generations”.

Importantly our licence requires us to put sustainable development into practice in particular with regard to

* financial - supporting national and local economic growth and regeneration,
* human - protecting and improving the safety of road users and road workers,
* natural - protecting, managing and enhancing the environment (including the historic environment),
* social - seeking to improve the well-being of road users and communities affected by the network and
* manufactured - ensuring efficiency and value for money. (Highways England: Licence, April 2015).

Investment Programmes

###### The *Client* delivers improvements via four capital investment programmes

* Complex Infrastructure Programme (CIP) – the programme of very large and complex roads project,
* Regional Investment Programme (RIP)
  + the programme for delivering Schemes included in the government’s Road Investment Strategy (RIS) that do not qualify for inclusion in CIP and
  + the programme of dealing with the delivery and operational impacts of major infrastructure projects delivered by other public and private sector developers of National significance.
* Smart Motorways Programme (SMP) - the programme of innovative technology to actively control the flow and speed of traffic and provide driver information on overhead signs and
* Operations Delivery (OD) – the programme of maintenance and improvement activities comprising regional operations and maintenance contracts and major capital renewals (Ops) Schemes.

Delivering the archaeological framework contract

Vision

###### The *Client* is seeking to transform the way it delivers archaeological work, by moving from a project based, to a programme model of delivery that drives time, cost and quality through the award and management of the Package Contracts. This change requires the *Client* to develop the processes, systems, structure and culture to support this model of delivery. To support deeper integration between the *Client* and the supply chain. Furthermore, the framework suppliers have the opportunity to calibrate resources and develop longer term growth plans over an extended period.

###### Principles

###### The principles guiding this framework contract and in the delivery of each Package Contract are

* a programmatic approach to delivery that promotes long-term relationships, reduces overheads and transaction costs,
* improved design (right first time) and schedule control to de-risk development and delivery,
* trading relationships with the supply chain based on outcomes, to drive continuous improvement and achieve the *Client's* strategic priorities,
* regionally and nationally focused archaeological communities that share knowledge at the regional and national level to effectively deliver the Package Contracts,
* optimised transition through the Package Contract’s lifecycle is informed by its maturity to improve retention of the *Supplier’s* knowledge, corporate knowledge and intelligence and
* performance improvement focused on delivery.

Behaviours

###### In providing the services, the *Supplier* performs in accordance with the *Client*’*s* behavioural attributes to ensure that these behavioural attributes are embedded and implemented in the Package Contract.

###### There are a number of key drivers and benefits that the *Client* seeks to attain through a philosophy of collaboration

* shared ownership of delivery outcomes that releases the potential of the participants and results in exceptional levels of performance,
* open and transparent culture – fostering innovation, considered risk-taking, controlled delivery, shared problem-solving and joint investment in solutions – resulting in the creation of dynamic, responsive team-working that delivers better outcomes for all,
* understanding and maximising the strengths of the *Client* and its supply chain to maximise capacity and avoid duplication and wasted effort,
* shared knowledge and innovation - teams that actively demonstrate how to accrue value from repeatability and certainty and where to seek to innovate and
* equitable relationships based on trust, fairness and constructive challenge resulting in value-adding outcomes.

###### The *Client* has identified 6 key behaviours to drive integrated working. They are

* decision making - we share information, openly and willingly, involve the right people in decisions and take decisions in an effective, timely manner,
* accountability - ensure Commitments are clearly agreed and kept and people hold themselves and others to account,
* constructive challenge - are open to challenge and different ideas and speak our own minds even in difficult situations,
* communication and engagement - communicate with each other in the best possible way to ensure understanding and engender commitment to deliver on our purpose,
* trust and respect - recognise and encourage the contribution of others. The *Client* acts with integrity in everything it does “we say what we do and we do what we say” and
* improvement and innovation - challenge the status quo to find better ways of working and create an environment which allows this to happen without fear of failure.

**Annex FI 3**  Framework Scope

The scope of all lots

All work undertaken for each stage outlined below will conform to the appropriate professional guidance as set out by professional bodies, including

* the Chartered Institute for Archaeologists,
* Historic England,
* Association of Local Government Archaeological Officers and
* Federation of Archaeological Managers and Employers.

Specialist services – Stage 1

The provision of general early-stage, desk-based advice on the production and costing of deliverables and interventions to inform a submission.

Specialist services – Stage 2

This would include the provision of detailed assessment from the framework suppliers. This would cover the range of skill sets not normally found ‘in-house’ within the *Client’s* design-consultancy providers. All assessment to be agreed with, checked and supervised by the *Client*.

Specialist services – Stage 3

Detailed design and implementation of investigations. The framework *s*uppliers supply non-intrusive and intrusive archaeological investigations as appropriate, at the direction of the *Client*.

Specialist services – Stage 4

‘Mitigation measures can include

* avoidance, preservation by burial or investigation in the case of archaeological remains,
* relocation, photographic or drawn to scale surveys in the case of historic buildings,
* recording, information panels or landscape works in the case of impacts on historic landscapes and
* reduction to impact on setting through screening or landscaping.

Highways England, 2019 Design Manual for Roads and Bridges Sustainability & Environment Appraisal LA 106 Cultural heritage assessment (see link in **Annex FI 1**).

Detailed archaeological mitigation design. The framework suppliers supply the following detailed archaeological mitigation design for the *Client*

* the Detailed Archaeological Mitigation Strategy (DAMS) describes the required archaeological works. The implementation of the works in the DAMS is a requirement of the Outline Environmental Management Plan (OEMP) and
* the DAMS requires the preparation by the *Supplier* of detailed documentation regarding the planning and implementation of the archaeological works, for approval by the *Client* in consultation with heritage stakeholders, before each element of the archaeological works can commence.

In brief, they comprise of the following elements

* a Heritage Management Plan (HMP) identifying the relevant DAMS and OEMP requirements and the *Supplier’s* proposed response to these,
* method statements setting out the working method proposed for relevant HMP activities in order to implement the requirements of the DAMS and the OEMP and
* Site Specific Written Schemes of Investigation (SSWSIs) identifying in detail the archaeological aims, objectives and methods to be employed in implementing the requirements of the DAMS in each specific location(s).

Specialist services – Stage 5

**Undertaking archaeological mitigation**

Archaeological mitigation works are anticipated to be completed after Development Consent Order (DCO) approval. Sites identified for archaeological mitigation are described in the DAMS.

The archaeological mitigation works comprise two principal requirements for on-site works

* preservation of archaeological sites in situ (some may require small scale investigation) and
* archaeological recording of assets to be removed by the Package Contract.

Specialist services – Stage 6

In addition to these on-site works, the archaeological mitigation programme requires off-site works

* preliminary processing of excavated material and data,
* post-fieldwork assessment,
* analysis and publication and
* public archaeology and community engagement.

**Preservation of archaeological sites in situ**

Where archaeological remains are to be preserved in situ the archaeological *Supplier* may be required to undertake or monitor other suppliers*’* activities.

Annex FI 4 Parent Company Guarantee



Annex FI 5 Data Processing

Type of Data to be processed

* Personal information such as names, addresses, contact details etc. and more detailed information about the operation of businesses, use of property on the land and perceived impacts to the land.

##### Categories of Data Subject whose Data will be processed

* Data associated with land ownership and use.

##### Nature and purpose of processing

* For discussion and agreement on land access, valuation and compensation.

##### Duration of processing

* For land ownership 12 years after the end of the Package Contract (Limitations Act 1980) for access, 12 months after the completion of the archaeological works.

Type of Data to be processed

* Personal information such as names, addresses contact details etc.

##### Categories of Data Subject whose Data will be processed

* Data associated with public consultations and postal searches in an area etc.

##### Nature and purpose of processing

* In order to respond to any contact by the individual including public consultations.

##### Duration of processing

* 12 months after Package Contract completion.

Type of Data to be processed

* Personal information such as names, addresses contact details etc. and more detailed information about the nature of finds made on particular properties.

Categories of Data Subject whose Data will be processed

* Data associated with ownership of archaeological finds which have been removed from site and are to be returned with the land to the original landowner.

Nature and purpose of processing

* In order to respond to any contact by the landowner and to retain details of where material is to be returned.

Duration of Processing

* Until material has been returned to landowner or, by mutual agreement, has been disposed of to a museum, permanent archive or elsewhere.

Annex FI 6 Framework Quality Plan Commitmentsregister

The framework suppliers complete the template Commitmentsregister (below) to incorporate all of the Commitments that are identified for inclusion by the *Client*.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Explain how the commitment is.…..** | | | | | | |
| **Question Ref:** | **Commitment (as stated in the quality question response)** | **Specific** | **Measurable** | **Achievable** | **Realistic** | **Timed** |
| 1 |  |  |  |  |  |  |
| 2 |  |  |  |  |  |  |
| 3 |  |  |  |  |  |  |

Annex FI 7 Inclusion Action Plan

Guidance for *Suppliers*

The *Client's* ambition is to embed the principles of equality, diversity and inclusion into all areas of the *Client's* business, driving real change in how the *Client* works with its customers and communities, supply chain (at any stage of remoteness from the *Client*) and employees. The *Client* believes that to achieve its vision of being the world’s leading road operator it needs to better understand and meet the different needs of its large and diverse customer base and factor these needs in to the design and delivery of its service.

This requires the *Client* to work collaboratively with its supply chain (at any stage of remoteness from the *Client*) so that its workplaces are inclusive and the strategic road network is accessible and integrated for both its users and communities living alongside the network. The *Client* therefore require its *Suppliers* to demonstrate how they develop an iterative approach in supporting the *Client* and in meeting its equality, diversity and inclusion objective through the life of the framework contract. The *Client* also believes that to achieve outstanding performance it needs to attract, recruit, develop and retain talented people from all groups within the active labour force and then work to ensure an inclusive environment in which all can thrive. The *Client* expects its supply chain (at any stage of remoteness from the *Client*) to share and promote the same values in terms of equality, diversity and inclusion as well as supporting its wider vision.

The IAP covers the key areas of equality, diversity and inclusion.

The IAP focuses attention throughout the life of the framework contract on

* gathering diversity and inclusion intelligence,
* analysing this intelligence to identify opportunities to improve and
* developing, delivering and evaluating an action plan in the light of the above.

This will enable the *Client* and its supply chain (at any stage of remoteness from the *Client*) to identify and deliver opportunities, creating tangible benefits which will make visible difference in the priority performance areas

* to create an inclusive working culture, practice and environment that leverages the performance advantage that diversity can bring,
* to understand the diverse needs of our customers/communities and ensuring appropriate action is taken to be ‘a good neighbour’ throughout the life of the *Client’*s contracts and
* by holding themselves and the supply chain (at any stage of remoteness from the *Client*) to account in delivering the above.

The *Supplier* ensures that the IAP is accompanied by relevant contextual information and relates specifically to the framework contract. Key relevant policy documents such as the equality and diversity policy (or equivalent) can be appended. The IAP relates specifically to the *Supplier’s* business.

All relevant information for the submission is to be included and the total IAP does not exceed 20 pages except for any appendices. Any appendices only include relevant policies as any other information will not be considered.

The IAP includes

* current EDI position/ baseline - what does the *Supplier’s* baseline data say about where it is (this provides some guidance as to the additional actions to be taken or actions to be dis/continued),
* action/ task – what the *Supplier* does to meet the requirements,
* when does this happen – when does the *Supplier* take the action specified above,
* responsible officer – who within the *Supplier’s* organisation is responsible for this action,
* resource - the *Supplier* considers the resources needed to act over and above the responsible officer and
* measure of success (outcome/ key performance indicators (KPIs)) – what does success look like? How does the *Supplier* know it has made a tangible difference? What difference has this activity made?

The *Supplier* follows the IAP structure in the template provided below.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **INCLUSION ACTION PLAN** | | | | **Reporting Period:** | | |  |
| **Name of Contract:** |  | **Start Date:** |  | **Finish Date:** |  | **Contract Manager:** |  |
| **INTELLIGENCE** | | | | | | | |
| **Objective 1: To create an inclusive working culture, practices and environments that enable everyone to perform to their full potential.** | | | | | | | |
| **Objective 2: Consider and value the diverse needs of customers and neighbouring communities at all stages of the framework.**  **Objective 3: Develop wider supply chain capability around EDI.** | | | | | | | |
| **Data** |  | | | | | | |
| **Analysis** |  | | | | | | |
| **Priorities for Action** |  | | | | | | |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **INCLUSION ACTION PLAN** | | | | | | | |
|  | **Inclusion objective** | **Baseline position – how and what did the *Supplier* use to get here?** | **Action/ task to meet requirements** | **When** | **Responsible Officer** | **Measure of success (MoS) – what difference has this made?** |  |
| **1** | **Employment – outline the steps the *Supplier* will take to create a working environment and culture that enables everyone to perform to their potential.** | | | | | | |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| **2** | **Customer and communities – outline the steps the *Supplier* will take to genuinely consider the differing needs of customers and neighbouring communities when making decisions throughout the life of the project.** | | | | | | |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
| **3** | **Governance and accountability - describe how the *Supplier* will hold itself and those in its supply chain to account in delivering the IAP and monitoring the difference made in relation to the above.** | | | | | | |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |

Annex FI 8 Selection and Award Procedures Flowchart











Annex FI 9 Collaborative Performance Framework Guidance (TA5)



Annex FI 10 Collaborative Performance Framework (TA5)



Annex FI 11 Delay Damages Calculation



Annex FI 12 Form of Work Order Award Letter



Annex FI 13 Form of Works Contract Placement Letter



Annex FI 14 People Strategy



Annex FI 15 Business Continuity

* The *Supplier* prepares a business continuity plan that complies with ISO22301 or its replacement and updates (see link in **Annex FI****1**) and best industry practice and submits the draft plan to the service manager no later than four weeks after the *starting date* for acceptance.
* A reason for not accepting the business continuity plan is that
* it does not comply with the Scope,
* it does not comply with ISO 22301or
* it does not comply with best industry practice.
* The *Supplier* amends the plan to address the *Client’s* comments and resubmits for acceptance within one week. A template is provided (see link in **Annex 02**).
* The *Supplier* undertakes a business continuity plan test event to test the plan every year. The *Supplier*agrees with the *Client* the test scenario prior to the business continuity plan test. If the *Supplier* and the *Client* (or Others where relevant) do not reach an agreement within the *period for reply*, the *Supplier* complies with any direction of the *Client*.  Following the business continuity plan test, the *Supplier* prepares a feedback report with any proposed amendments to the business continuity plan and submits the report to the *Client* within fourteen (14) days of the test for acceptance.

A reason for not accepting the proposed amendments are

* + it does not comply with the Scope,
  + it does not comply with ISO 22301,
  + it does not comply with best industry practice or
  + that the *Client* considers that the proposed amendments do not resolve the issues raised by the business continuity plan test.
* The *Supplier* implements any proposed amendments in the accepted feedback report instructed by the *Client*.The *Supplier* undertakes the completion of the *Client’s* business continuity self-assessment assurance document and provides supporting evidence as to the business continuity processes/procedures in place based on the self-assessment.
* The *Client* may undertake an audit of compliance with these requirements. The *Supplier* ensures that it enables the *Client’s* audit and provides access to any necessary materials and Staff.

Annex FI 16 Continual Improvement

**Performance Measurement**

The *Supplier* records and measure the benefits realised from the execution of the lean continual improvement process in accordance with the *Client*’s Lean Benefits Realisation Guide (see Scope **Annex 02**). This system uses a Benefits Realisation Capture Form (BRCF) which at start up reports the forecast of expected savings and upon completion records the actual savings achieved. The *Supplier* submits a KTP for every improvement that is made so that this knowledge can be shared across the industry and further savings can be made when this new way of working is implemented. The *Supplier* proactively reviews and implements previous KTPs and adopts these new ways of working within its own organisation. Additionally, the KTPs form the documentary evidence that is required by the Office of Rail and Road regulation for the efficiencies the *Client* is claiming.

The *Supplier* submits an annual lean continual improvement action plan (LCIAP) to the *Client* for acceptance. Templates for the LCIAP can be downloaded from [INSERT].

A reason for not accepting the LCIAP is

* it does not comply with the Scope,
* it does not demonstrate how the *Supplier* will deliver
  + lean continual improvement,
  + structured innovation or
  + a structured performance measurement or

[INSERT]

The *Supplier* reports to the *Client* on a monthly basis the following matters using an “A3” format performance report (see **Annex 02**). Details of the A3 format are available for download on the *Client’s* website

* lean benefits achieved within month and forecast lean activities for the next month in line with the milestones in the annual Lean Continual improvement action plan and
* ensure results are recorded showing general details about the improvement, planned/targeted benefits and actual / realised benefits with supporting calculations.

For all Lean efficiency savings and all Lean projects, the *Supplier*

* reports savings using the *Client’s* Benefits Realisation Capture Form and area efficiency register,
* completes KTP, in either a report or A3 style that follows define, measure, analyse, improve, control and transfer (DMAICT) and
* logs the KTP on the *Client’s* Lean Tracker System as detailed in the Scope **Annex 06** – Information Systems.

**Training**

The *Client* supports the *Supplier* with training sessions in the following areas

* 1 day of lean awareness for key staff,
* collaborative planning and programme planning workshop, for key staff,
* effective use of continual improvement cells workshop for key staff,
* structured Innovation awareness workshop for key staff and
* lean problem-solving workshop for key staff.

Annex FI 17 Novation – Old Client to New Client



Annex FI 18 Novation- Old Contractor to New Contractor

