

# FRAMEWORK SCHEDULE 2: SERVICES AND KEY PERFORMANCE INDICATORS

## PART A – SERVICES

### 1. GENERAL

1.1 The purpose of this Part A of Framework Schedule 2 (Services and Key Performance Indicators) is to lay down the characteristics of the Services that the Supplier will be required to make available to all Contracting Authorities under this Framework Agreement (including, if applicable, in each Lot) together with any specific Standards applicable to the Services.

1.2 The Services and any Standards set out in paragraph 2.3 below may be refined (to the extent permitted and set out in Framework Schedule 5 (Call Off Procedure)) by a Contracting Authority during a Further Competition Procedure to reflect its Service Requirements for entering a particular Call Off Agreement.

### 2. SPECIFICATION

#### 2.1 Summary

2.1.1 The Supplier shall be required to supply Services to Contracting Authorities including but not limited to:

- (a) Professional management, advice guidance, negotiation and assistance on land, property and estates issues, in respect of the relevant Lot(s);
- (b) Conforming to the Charging Structure;
- (c) Undertaking any billing requirements;
- (d) Undertaking to meet all Contracting Authority requirements;
- (e) Providing a support function to deal with Contracting Authority enquiries and issues;
- (f) Complying with any KPIs and any service levels and any reporting requirements;
- (g) Providing a dedicated account manager to manage the relationship between the Authority and the Supplier under this Framework Agreement, to resolve any issues arising from this Framework Agreement and to implement any improvements/innovations during the Framework Period;
- (h) Complying with the Authority's Management Information requirements as detailed in Schedule 9 of Attachment 4 Framework Agreement.

#### 2.2 Lot Structure

2.2.1 The Services covered are divided into the following Lots:

- (a) **Lot 1 National** – The Supplier shall deliver all mandatory services, including but not limited to professional management, workplace planning and space optimisation including but not limited to demand assessment and capacity testing; advice, guidance, negotiation and assistance on property and estates

issues, on a national basis. As an optional service Suppliers can provide any number of the Services within this Lot at locations outside of the UK (international delivery).

- (b) **Lot 2 Regional Panels** – There are Services that are mandatory or optional and Suppliers shall deliver Services, including but not limited to professional management, advice, guidance, negotiation and assistance on property and estates issues, on a regional basis.
  - (i) Regional Panel 2A – East Anglia
  - (ii) Regional Panel 2B – East & West Midlands
  - (iii) Regional Panel 2C – London & South East England
  - (iv) Regional Panel 2D – North East England
  - (v) Regional Panel 2E – North West England & North Wales
  - (vi) Regional Panel 2F – Northern Ireland
  - (vii) Regional Panel 2G - Scotland
  - (viii) Regional Panel 2H – South Wales & South West England
- (c) **Lot 3 Vertical Real Estates (VRE)** - The Supplier shall deliver all applicable Services, including but not limited to administration of the VRE projects, supporting the Digital Strategy, on a national basis.
- (d) **Lot 4 Facilities Management and Property Services (Procurement Managed Services)** - The Supplier shall deliver all applicable Services, on a national basis including but not limited to:
  - (i) Full end-to-end managed procurement service;
  - (ii) Procurement strategy development;
  - (iii) Procurement and project management advice ensuring timely activity;
  - (iv) Options analysis;
  - (v) Development of customer business case; for Central Government Departments, assist with the Cabinet Office Controls Process;
  - (vi) Asset verification and condition surveys;
  - (vii) Compiling asset information for population to the data pack, service matrix, cost models, KPI's and ITT documentation;
  - (viii) Managing the procurement process and overseeing the mobilisation process;
  - (ix) Agreeing the contract terms and conditions with the client;
  - (x) Management of contractors/suppliers, on a national basis.

### 2.3 General Service Requirements

- 2.3.1 The Supplier shall provide professional management, advice, guidance, negotiation and assistance on land, property and estates issues, including but not limited to those Services set out in Section 2.2 Lot Structure.
- 2.3.2 The Supplier shall maintain a full working knowledge of public competition, tendering and financial regulations.
- 2.3.3 The Supplier may be required to develop and deliver training courses, knowledge transfer, and industry best practice to the Authority and the Contracting Authority to develop and improve intelligent client functionality.
- 2.3.4 The Supplier shall provide a senior representative to the Authority, departmental property or sector forums, including general property.
- 2.3.5 The Supplier may be required to provide regulation focussed staff awareness sessions for new and emerging strategies and regulations.
- 2.3.6 The Supplier shall be available during normal working hours, 9am to 5pm five days a week as a minimum requirement.
- 2.3.7 The Supplier shall be compliant with any Property or Estate Management Strategy held by the Contracting Authority, Government Property Unit, Government Property Agency, (GPA) (GPU) wide Civil Estate Coordination issues and GPU advice and guidance:

[https://www.gov.uk/government/groups/government-property-unit-](https://www.gov.uk/government/groups/government-property-unit-gpu)

[gpu](#)

- (a) For recommendations or advice given on financial settlements or valuations, the assessments shall be supported with relevant data. This will include comparable information of market transactions and costed breakdowns of other factors that have an effect on the value.
- (b) When terms are recommended for settlement, the Supplier shall provide the Contracting Authority with a clear and unambiguous written statement before the terms are accepted. The terms shall be the best terms available and represent open market value. Any departure from these terms shall be set out in a written statement and issued to the Contracting Authority before they are accepted.
- (c) Where estates services require a conclusion to be legally formalised the Supplier shall work with the Contracting Authority's appointed legal advisor, providing all necessary information and guidance to ensure a timely and satisfactory conclusion to the transaction.
- (d) Where the Services result in any changes to the Contracting Authority's Estate, the Supplier shall provide all necessary assistance and information to update the Contracting Authority's property records. Where this requires Suppliers to update e-PIMS this shall be completed within 7 days. Other records shall be updated by the deadline set by the Contracting Authority.

- (e) In all leasehold transactions, reporting must take full account of the effect of the transaction on both the landlord's and tenant's interests, the scope for creating marriage value and the extent to which this has been obtained for the Contracting Authority.

2.3.8 The Supplier shall ensure that the Contracting Authority obtains the optimal social, environmental and economic benefits from Contracts in line with Social Value legislation. The Supplier shall work with the Customer to deliver measurable benefits, as set out in their tender / continuous improvement plan in respect of the Social Value priorities identified by the Customer and, at least, the following:

- (a) An efficient and sustainable estate, in line with any Property or Estate Management Strategy held by the Contracting Authority, Government Property Unit, Homes and Communities Regulatory Framework, Government Property Agency, (GPA) (GPU) wide Civil Estate Coordination issues and GPU advice and guidance or other Policy which the Customer may advise. Suppliers will be required to support the Contracting Authority in measurement and delivery of targets in relation to these policies and strategies, including, where relevant, provision of data on behalf of the Contracting Authority to meet any reporting obligations required by these Policies or Strategies.
- (b) A public estate, and associated services, which supports diversity and inclusion in line with the Equality Act, the Public Sector Equality Duty and any diversity and inclusion policy or strategy held by the Contracting Authority Government Property Unit, Homes and Communities Regulatory Framework, Government Property Agency, (GPA) (GPU) wide Civil Estate Coordination issues and GPU advice and guidance or other Policy which the Customer may advise.
- (c) Improved competency and capacity in the Estates Professional Services sector, including knowledge and skills transfer, apprenticeships, a talented and diverse workforce in line with the [Construction 2025 Industrial Strategy](#) for Construction Government and Industry in Partnership.
- (d) Addressing the risk of Modern Slavery and exploitation in construction supply chains associated with the Service, in line with the principles set out in the Chartered Institute of Building: [Building a Fairer System Tackling Modern Slavery in Construction Supply Chains](#). All employers involved in the construction industry should make proper background checks on the agencies who supply them with labour, including where the agency is operating in a supervisory role.
- (e) At Call Off the Customer may identify additional Social Value priorities, relating to the area in which the Service is being delivered, to which the Supplier must align the Service. The Supplier shall work with the Customer to deliver measurable benefits, as set out in their tender / continuous improvement plan in respect of the Social Value priorities identified by the Customer. Customers have the flexibility, at Call Off, to refine

the Further Competition Award Criteria, including the weighting given for Social Value benefits where this is provided for in the Framework Agreement. In your response at Further Competition you may be required to identify Social Value benefits you believe are relevant and proportionate to the Customer's requirements and set out how you will work with the Customer to deliver these benefits. The Customer will allocate a percentage of the mark at Award Stage in relation to your proposals for working with Customers at Call Off to identify relevant Social Value opportunities and deliver benefits.

<https://www.gov.uk/government/groups/government-property-unit-gpu>

### **3. LOT 1 - NATIONAL**

#### **3.1 Service Requirements**

- 3.1.1 The following sections set out the Service requirements and the outputs expected in respect of the various tasks that may be performed under this Framework Agreement.
- 3.1.2 This is an output-based specification which may be developed further once the outputs that are required for each project are defined. The Supplier shall use their own skills, experience and judgement in deciding how the Services are to be performed, in conjunction with any Contracting Authority specific requirements.

#### **3.2 Estates Services**

- 3.2.1 In accordance with sections 3.5 and 3.11 below, acquisitions and disposals shall encompass all forms of transfer, including sale (via auction and other recognised means), purchase, transfer, assignment, letting and subletting and lease surrenders.

#### **3.3 Strategic Advice (including preparation and development of an Estate strategy)**

- 3.3.1 The Supplier shall work with the Contracting Authority to provide appropriate strategic advice and/or develop a comprehensive estate strategy. The strategy shall set out the business need and justification, any existing estate options or GPU [GPA] policies/strategies and implications, procurement and funding options and a recommended way forward, which demonstrably best represents whole life value for money. The evidence will be underpinned with full risk and benefits analysis to allow the Contracting Authority to make informed decisions.
- 3.3.2 Advice can be provided in many areas including but not limited to:
  - (a) Asset management;
  - (b) Development appraisal;
  - (c) Investment appraisal / advice;
  - (d) Regeneration;
  - (e) Market research and market advice on either a generic, area, use or site basis for occupation, investment and development;

- (f) Registered providers of social housing; and
  - (g) Local authority rental policies.
- 3.3.3 The Supplier shall develop and advise on standardised documentation to support the delivery of projects and programmes, including guidance notes, financial models and appraisal software, procurement and legal documentation.
- 3.3.4 The Supplier shall review projects, strategies or programmes to ensure that delivery objectives, financial targets and regulatory requirements are achieved.
- 3.3.5 The Supplier shall provide an integrated planning advice and service that includes:
- (a) Prepare planning and development viability appraisals
  - (b) Undertake consultation with local planning authorities and other statutory and non-statutory stakeholders to inform the disposal of assets or the preparation of planning applications;
  - (c) Prepare representations to local plans to promote land for development and co-ordinate the preparation, submission and negotiation of planning applications.
- 3.3.6 The Supplier shall provide professional mediation, expert witness and other specialist advisory services.
- 3.3.7 Procurement Strategy for Property Related Issues
- 3.3.8 The Supplier shall assess all aspects of a property requirement and provide advice on the procurement strategy that best provides the optimum value for money solution. Options may include PFI/PPP, temporary accommodation and serviced accommodation. The Supplier shall be required to provide advice on:
- (a) Whole life investment appraisals;
  - (b) Private funding of rationalisation schemes and property projects;
  - (c) Market trends and rental forecasts;
  - (d) Tax implications;
  - (e) Risk transfer;
  - (f) Residual values;
  - (g) Development agreements;
  - (h) Developer selection;
  - (i) Estate rationalisation and review;
  - (j) Funding;
  - (k) Treasury Green Book Business Cases and Appraisal.

#### **3.4 Development Consultancy and Advice**

- 3.4.1 The Supplier shall:

- (a) Provide an assessment of private sector demand/market interest;
  - (b) Prepare and develop marketing briefs;
  - (c) Market and promote the development opportunity;
  - (d) Undertake master planning/feasibility work (possibly linking to the planning work area);
  - (e) Undertake valuations and development appraisals;
  - (f) Provide advice on site assembly (linking to compulsory purchase);
  - (g) Provide advice on delivery vehicles/mechanisms; and
- 3.4.2 Implement strategies, developer/partner selection. The Supplier shall develop, consult and advise on forecasts on future movements in key markets and relevant indices such as House Price Index, commercial property rents, yields and cost inflation.
- 3.4.3 The Supplier shall develop, consult and advise on housing market assessments.
- 3.4.4 The Supplier shall develop, consult and advise on recoverable investment programmes, such as Get Britain Building and Build to Rent.
- 3.4.5 The Supplier shall develop, consult and advise on infrastructure investment and delivery programmes, such as Local Infrastructure Fund.
- 3.4.6 The Supplier shall develop, consult and advise on Public Land asset transfers, joint ventures and Public Private Partnerships.

### **3.5 Acquisition of Freehold and Leasehold Property**

- 3.5.1 Following agreement on a procurement strategy, the Supplier will undertake and manage a comprehensive search of available property solutions, including availability on the Government Estate via GPU. This may include but will not be limited to:
- (a) The preparation of lists of potential properties;
  - (b) Assistance in identifying appropriate terms;
  - (c) Identification of any surveys that may be required;
  - (d) Advice on the most appropriate solution;
  - (e) Undertaking negotiations;
  - (f) Agreeing appropriate terms and conditions; and
  - (g) Acquiring the recommended asset.

### **3.6 Building Surveying Services**

### **3.7 Pre-acquisition property**

- 3.7.1 The Supplier shall undertake a pre-acquisition or more detailed technical due diligence inspection and report for freehold and leasehold property. This may include, but not be restricted to:
- (a) Detailed survey;
  - (b) reviewing technical data available for the property;
  - (c) planning restrictions;
  - (d) operation and maintenance data;
  - (e) organising environmental assessments;
  - (f) considering implications for the building's potential use including occupancy capacity testing;
  - (g) While taking into account the suitability for the intended use of the property.
- 3.7.2 Where required, an outline feasibility study will be provided which will include but not be limited to:
- (a) RIBA Stage planning 0-2, understand the customer's core objectives, produces a number of concept designs to prove property potential, identifies budget estimates for potential alteration works that may be required;
  - (b) Where it is concluded that the interests of the Customer would be best served by the completion of works identified within the building surveying the Supplier will specify, arrange procurement and manage these works.

### **3.8 Existing Property**

- 3.8.1 The Contracting Authority may require independent detailed surveys and reports including schedules of conditions on the current condition of a property or asset, including estimates of costs and priorities to bring the property to an agreed acceptable standard, optimum timing of maintenance and repairs, statutory obligations (including asbestos and equality legislation), health & safety issues/risks and whole life costs which should be attached to the occupancy agreement. This may include but not be limited to the following:
- (a) Property performance including space utilisation space optimisation / efficiency planning;
  - (b) Demand assessment & capacity planning, helping organisations to drive productivity improvements through intelligent integration of the full suite of property, technology and people services;
  - (c) Provide Services in relation to a professional advice service on all matters relating to the Health and Safety at Work Act 1974 and any subsequent re-enactments;
  - (d) Provide a professional advice service on all matters relating to the Regulatory Reform (Fire Safety) Order 2005 and any subsequent re-enactments;



- (e) Provide professional advice on but not limited to:
  - Sustainability plans;
  - Building environments;
  - Energy management;
  - Energy efficiency plans and statutory compliance;
  - Waste management;
  - Utilities bureau service;
  - Accessibility.
- (f) Where it is concluded that the interests of the Contracting Authority would be best served by the completion of works identified within the building survey, the Supplier shall specify, arrange procurement and manage these works.

### **3.9 General Advice on Estate and Property Management**

- 3.9.1 The Supplier shall provide advice on all aspects of Estate, property and housing management to support the delivery of the Contracting Authorities statutory, regulatory and business objectives.

### **3.10 General Estate and Property Management Duties**

- 3.10.1 The Supplier shall carry out general estate asset management duties including but not limited to:
  - (a) Day to day estate asset management of the commercial estate, integrating and liaising with current estate suppliers as necessary;
  - (b) Day to day asset management of the retail estate, integrating and liaising with current estate suppliers as necessary;
  - (c) Day to day estate asset management of the residential estate;
  - (d) Ownership and responsibility for managing the Contracting Authorities estate information within their own property database or suppliers, ensuring that its management and maintenance is current and that it shall interface and be compatible with the supplier's database for the estate;
  - (e) Updating and maintaining a property asset management plan for implementation of agreed strategies;
  - (f) Landlord management;
  - (g) Tenant management;
  - (h) Service charge management;
  - (i) Vacant property management including regular visits and the provision of appropriate security measures;

- (j) Financial management, including checking and paying Contracting Authority service charges, insurance and rent including general administration (See 3.16); and
- (k) General management duties as specified by the Contracting Authority.

### **3.11 Disposal of Freehold and Leasehold Property**

3.11.1 Where surplus land, property, space or holdings have been identified, the Supplier shall provide an initial report with budget costs, valuations, forecast incomes, anticipated outcomes and timings which take into account market conditions and risks, together with a recommendation to achieve the most favourable outcome for the Contracting Authority. The Contracting Authority will agree the budget with the Supplier. The Supplier should be incentivised by the Contracting Authority to achieve a saving against the agreed budget.

3.11.2 The Supplier shall undertake and manage the marketing and disposal through to a satisfactory conclusion. The Supplier shall provide a comprehensive final report to support a recommendation, including any need for claw back, with advice on amounts and mechanism.

### **3.12 Rent Reviews**

3.12.1 The Supplier shall provide an initial report covering all significant facts setting out actions, negotiating strategies and anticipated outcomes.

3.12.2 Following agreement with the Contracting Authority, the Supplier shall undertake and manage negotiations through to a satisfactory conclusion.

3.12.3 The Supplier shall provide a comprehensive final report to support a recommendation on a figure for settlement.

3.12.4 In the event that a satisfactory settlement cannot be reached, the Supplier will advise on appropriate courses of action and may be required to represent the Contracting Authority in any further proceedings.

### **3.13 Lease Breaks and Lease Expires**

3.13.1 The Supplier will provide comprehensive and timely advice for the Contracting Authority, as landlord or tenant, on the most appropriate course of action to be taken at an imminent break or expiry, including liaising with the Contracting Authority's appointed legal advisors. This can include lease termination, advice and support for preparing lease exemption request business cases to GPU. The Supplier shall take full account of the Contracting Authority's best interest, the statutory position, the Contracting Authority's estate strategy, business needs, condition of the building, dilapidation liabilities and the state of the market.

### **3.14 Lease Renewals**

3.14.1 The Supplier shall provide an initial report covering all significant facts, setting out actions, negotiating strategies and anticipated outcomes.

3.14.2 Following agreement with the Contracting Authority, the Supplier shall undertake and manage negotiations through to a satisfactory conclusion and provide a comprehensive final report to the Contracting Authority to support a recommendation for agreement. Advice, including support preparing Lease Exemption Request business cases to GPU, shall take full account of the Contracting Authority's best interest, subject to any overriding Exchequer interest, the statutory position, the Contracting Authority's estate strategy, business needs, the condition of the building and the state of the market.

### **3.15 Dilapidations**

3.15.1 The Supplier shall provide comprehensive and timely advice for the Contracting Authority, as Landlord or Tenant, on the most appropriate course of action to be taken on a dilapidations liability. Advice shall take full account of the Contracting Authority's best interest, the statutory position, the likely future use of the property, the condition of the building, the lease provisions and the Contracting Authority's financial position.

3.15.2 Following agreement with the Contracting Authority, the Supplier shall undertake and manage negotiations through to a satisfactory conclusion and provide a comprehensive final report to support a recommendation on a settlement.

3.15.3 Where it is concluded that the interests of the Contracting Authority would be best served by the completion of works identified within the dilapidations assessment, the Supplier will specify, arrange procurement and manage those works.

### **3.16 Landlord and Tenant Issues including Landlord Consents, Service Charges and Claims**

3.16.1 The Supplier shall ensure that the Contracting Authority's position as Landlord or Tenant is fully protected through the appropriate seeking, granting or use of licences, written approvals, consents, insurances etc.

3.16.2 The Supplier shall provide a full analysis and recommendations on Service charges and other claims received by the Contracting Authority including the results of any Landlord or Tenant negotiations or negotiations with third parties.

### **3.17 Rating Support Services**

3.17.1 The Supplier shall provide professional advice, guidance, negotiation and assistance on non-domestic rating issues including a proactive strategy to mitigate changes in liability arising from new buildings and alterations. This will include as a minimum:

- (a) General administration including but not limited to checking rates bills for accuracy of fact and calculation;

- (b) Providing forecasts for budgeting purposes including apportionments for lettings and estimates for new buildings;
- (c) Baseline liability; providing advice on baseline certificates to ensure accuracy and consequently that liability can be calculated correctly during the application of transitional relief provision;
- (d) Full payment management; providing a full Service checking and paying Contracting Authority rate bills. Including but not limited to general administration and baseline liability services as set out above to ensure the Contracting Authority's liabilities are correct and mitigated to the fullest extent without going to appeal and should include the potential initial consultation fees for compiled list and material change appeals as set out below in (e) and 3.16;
- (e) Compiled list appeals:
  - (i) Providing initial advice on assessment correctness and the likelihood of success;
  - (ii) Forecasting and checking rate refund calculations from the billing authority;
  - (iii) Checking interest payment calculations issued by the billing authority;
  - (iv) In light of any such appeals examine the baseline certificate to ascertain whether this can be challenged to produce further savings.
- (f) Material Change Appeals:
  - (i) Giving advice on matters such as:
  - (ii) Providing initial advice on whether any savings can be achieved;
  - (iii) Correcting assessment consequent on "material changes" (within the meaning of relevant legislation);
  - (iv) Applications to Billing Authorities for reduced payments because properties are unoccupied or partly occupied;
  - (v) Applications for charitable relief;
  - (vi) Appropriate splits and mergers.
- (g) 2015 Revaluation (as amended);
- (h) Given the antecedent valuation date of 1 April 2013 as amended the Supplier shall, from time to time be required to:
  - Give advice on the revaluation process;
  - (i) Formulate a proactive "Right First Time" strategy to mitigate changes in liability arising from the revaluation process;
  - (ii) Ensure that the necessary data (including rental data) is supplied as necessary to support the accuracy of 2015 (as amended) "Non Domestic List assessments";

- (iii) Give advice on the likely financial impact of the revaluation.
- (i) Contracting Authorities must pay the correct amount of rates. It will be the responsibility of the Supplier to take all reasonable steps to ensure this is achieved, resolving issues through the most suitable route.

### 3.18 Rating Appeals

#### 3.18.1 Baseline liability:

- (a) Providing advice on baseline certificates and where appropriate challenging these to generate savings during transitional phasing;
- (b) Full payment management;
- (c) Ensure the Contracting Authority's liabilities are correct and mitigated to the fullest extent without going to appeal and should include the potential initial consultation fees for compiled list and material change appeals as set out below.

#### 3.18.2 Compiled list appeals:

- (a) Providing initial advice on the likelihood of success;
- (b) Lodging formal appeals against the rating assessment and negotiating with the relevant body in an attempt to agree to a lower rateable value.;
- (c) In the light of any such appeals examine the baseline certificate to ascertain whether this can be challenged to produce further savings.

#### 3.18.3 Material change appeals:

- (a) Giving advice on material change appeals;
- (b) Lands/valuation tribunal hearings including:
  - (i) Compliance with all necessary statutory/regulatory/practice statements that may apply;
  - (ii) Advising the Contracting Authority as soon as it becomes apparent that a suitable agreement cannot be achieved through the normal appeal process;
  - (iii) Recommending the most appropriate course of action to be taken and advising fully on the positive and negative implications;
  - (iv) Consulting on the procurement of external assistance, for example appointing legal support;
  - (v) Professional support at tribunals;
  - (vi) Advising on the potential costs that will flow from such action;
  - (vii) Prepare statements of case; and

- (viii) Respond to replies as necessary and to comply with any timeframes applying.

### 3.19 **Valuations**

- 3.19.1 Valuations to the appropriate Framework standards (including RICS Valuations – Professional Standards 2012 (the ‘Red Book’)) shall be provided by the Supplier where necessary in the provision of the Services outlined above.
- 3.19.2 An agreed valuation sign off methodology shall be agreed with the Contracting Authority.
- 3.19.3 The Contracting Authority may require independent valuations which can take a number of forms including:
  - (a) Full valuations; in accordance with RICS valuations – Professional Standards 2012;
  - (b) Asset valuations; valuations for financial reporting purposes, including capital charges, undertaken in accordance with the prevailing accounting standards as interpreted for the UK public sector and current professional standards guidance.

### 3.20 **Planning**

- 3.20.1 The Supplier shall provide town and country planning advice and consultation where necessary. The Contracting Authority will specify the particulars of the advice required.
- 3.20.2 The Supplier shall be required to provide independent planning information and advice to the Contracting Authority, including consultations and negotiations with planning authorities and the submission of formal applications, notices, appeals and Section 106 Agreements, Section 278 Agreements (Highways) and CIL (Community infrastructure Levy).
- 3.20.3 Qualified planners may deliver advice including but not limited to:
  - (a) Strategic planning advice;
  - (b) Disposal related planning advice;
  - (c) Planning applications;
  - (d) Planning appeal;
  - (e) Development plan work on emerging plans;
  - (f) Statutory planning work;
  - (g) Affordable housing requirements;
  - (h) Accessibility and
  - (i) Green travel plans

### 3.21 **Compulsory Purchase**

- 3.21.1 The Supplier shall provide compulsory purchase advice. This will include, but not be restricted to, procedural, and negotiation advice.

3.21.2 The Supplier shall provide strategic and procedural advice on how to obtain powers to promote a Compulsory Purchase Order (CPO) the Supplier shall advise on all stages of the CPO process from inception through public inquiry, possession and subsequent negotiation of property acquisition and compensation, if necessary by referral to the Lands Tribunal. In addition to this they may be a requirement for the negotiation and settlement of Part 1 claims.

3.21.3 Where the Contracting Authority owns or occupies land which is subject to a CPO being promoted by another body, the advice shall include potential objection to the CPO and appearance at public inquiry, if appropriate and the agreement of terms of withdrawal of objections/undertakings. It shall also include negotiation for the sale of land and settlement of compensation, if necessary by referral to the Lands Tribunal.

**3.22 Daylighting, Sunlighting, Overshadowing and Rights of Light**

3.22.1 The Supplier shall provide daylighting, sunlighting and overshadowing advice when a planning application is made. This will cover an analysis of how adjoining properties are affected by the scheme and provide data to ensure that any residential accommodation in the scheme complies with the British Standard on lighting.

3.22.2 In the case of rights of light, advice shall be given to show what adjoining properties could lose light as a result of the scheme.

**3.23 Party Wall Awards**

3.23.1 The Supplier shall provide advice, either when the Contracting Authority is the building owner developing or when notices are served on the Contracting Authority as an adjoining owner to a development site.

3.23.2 Advice shall be given so notices are served at the right time and awards entered into as required. Detailed schedules of condition are prepared.

**3.24 Way-leaves and Easements**

3.24.1 The Supplier shall provide an initial report covering all significant facts, setting out actions, negotiating strategies and anticipated outcomes.

3.24.2 The Supplier shall undertake and manage negotiations through to a satisfactory conclusion and provide a comprehensive final report to support a recommendation on a figure for settlement.

3.24.3 In the event that a satisfactory settlement cannot be reached, the Supplier shall advise on appropriate courses of action and represent the Contracting Authority in any further proceedings.

**3.25 Other Neighbourly Matters**

3.25.1 The Supplier shall provide an initial report covering all significant facts. The report will set out actions, negotiating strategies and

anticipated outcomes with respect to boundary disputes, crane and scaffold over sailing.

3.25.2 The Supplier shall undertake and manage negotiations through to a satisfactory conclusion and provide a comprehensive final report to support a recommendation on a figure for settlement.

3.25.3 In the event that a settlement cannot be reached, the Supplier will advise on appropriate courses of action and represent the Contracting Authority in any further proceedings.

### 3.26 **Agricultural services**

3.26.1 The Supplier shall provide - comprehensive agricultural services as defined by the Contracting Authority in the following areas but not limited to:

- (a) Agricultural tenancy management and;
- (b) farm management (including diversification)1986;
- (c) Agricultural Holdings Act tenancies;
- (d) 1995 Agricultural Tenancies Act tenancies;
- (e) Grazing and cropping licences;
- (f) Live and dead stock valuation;
- (g) Crop valuation;
- (h) Covenant management;
- (i) Succession (1986 Act Tenancies);
- (j) Assignment of tenancies;
- (k) UK farming subsidy (inc post Brexit direction and advice);
- (l) Agricultural-Environmental schemes

## 4. **LOT 2 - REGIONAL PANELS**

### 4.1 **Service Requirements**

4.1.1 The following sections set out the Service requirements and the outputs expected in respect of the various tasks that may be performed under this Framework Agreement.

4.1.2 This is an output-based specification, which may be developed further once the outputs that are required for each project are defined. The Supplier shall use their own skills, experience and judgement in deciding how the Services are to be performed, in conjunction with any Contracting Authority specific requirements.

### 4.2 **Estates Services**

4.2.1 In accordance with sections 4.5 and 4.11 below, acquisitions and disposals shall encompass all forms of transfer, including sale (via auction and other recognised means), purchase, transfer, assignment, letting and subletting and lease surrenders.



### **4.3 Strategic Advice (including preparation and development of an Estate strategy)**

- 4.3.1 The Supplier shall work with the Contracting Authority to provide appropriate strategic advice and/or develop a comprehensive estate strategy. The strategy shall set out the business need and justification, any existing estate options or GPU [GPA] policies/strategies and implications, procurement and funding options and a recommended way forward which demonstrably best represents whole life value for money. The evidence will be underpinned with full risk and benefits analysis to allow the Contracting Authority to make informed decisions.
- 4.3.2 Advice can be provided in many areas including but not limited to:
- (a) Asset management;
  - (b) Development appraisal;
  - (c) Investment appraisal / advice;
  - (d) Regeneration;
  - (e) Market research and market advice on either a generic, area, use or site basis for occupation, investment and development;
  - (f) Registered providers of social housing; and
  - (g) Local authority rental policies.
- 4.3.3 The Supplier shall develop and advise on standardised documentation to support the delivery of projects and programmes, including guidance notes, financial models and appraisal software, procurement and legal documentation.
- 4.3.4 The Supplier shall review projects, strategies or programmes to ensure that delivery objectives, financial targets and regulatory requirements are achieved.
- 4.3.5 The Supplier shall provide an integrated planning advice and service that includes:
- (a) Prepare planning and development viability appraisals
  - (b) Undertake consultation with local planning authorities and other statutory and non-statutory stakeholders to inform the disposal of assets or the preparation of planning applications;
  - (c) Prepare representations to local plans to promote land for development and co-ordinate the preparation, submission and negotiation of planning applications.
- 4.3.6 The Supplier shall provide professional mediation, expert witness and other specialist advisory services.
- 4.3.7 Procurement Strategy for Property Related Issues
- 4.3.8 The Supplier shall assess all aspects of a property requirement and provide advice on the procurement strategy that best provides the optimum value for money solution. Options may include, but are not limited to: PFI/PPP, temporary

accommodation and serviced accommodation. The Supplier shall be required to provide advice on:

- (a) Whole life investment appraisals;
- (b) Private funding of rationalisation schemes and property projects;
- (c) Market trends and rental forecasts;
- (d) Tax implications;
- (e) Risk transfer;
- (f) Residual values;
- (g) Development agreements;
- (h) Developer selection;
- (i) Estate rationalisation and review;
- (j) Funding;
- (k) Treasury Green Book Business Cases and Appraisal.

#### **4.4 Development Consultancy and Advice**

4.4.1 The Supplier shall:

- (a) Provide an assessment of private sector demand/market interest;
- (b) Prepare and develop marketing briefs;
- (c) Market and promote the development opportunity;
- (d) Undertake master planning/feasibility work (possibly linking to the planning work area);
- (e) Undertake valuations and development appraisals;
- (f) Provide advice on site assembly (linking to compulsory purchase);
- (g) Provide advice on delivery vehicles/mechanisms; and

4.4.2 Implement strategies, developer/partner selection. The Supplier shall develop, consult and advise on forecasts on future movements in key markets and relevant indices such as House Price Index, commercial property rents, yields and cost inflation.

4.4.3 The Supplier shall develop, consult and advise on housing market assessments.

4.4.4 The Supplier shall develop, consult and advise on recoverable investment programmes, such as Get Britain Building and Build to Rent.

4.4.5 The Supplier shall develop, consult and advise on infrastructure investment and delivery programmes, such as Local Infrastructure Fund.

4.4.6 The Supplier shall develop, consult and advise on Public Land asset transfers, joint ventures and Public Private Partnerships.

#### **4.5 Acquisition of Freehold and Leasehold Property**

4.5.1 Following agreement on a procurement strategy, the Supplier will undertake and manage a comprehensive search of available property solutions, including availability on the Government Estate via GPU. This may include but will not be limited to:

- (a) The preparation of lists of potential properties;
- (b) Assistance in identifying appropriate terms;
- (c) Identification of any surveys that may be required;
- (d) Advice on the most appropriate solution;
- (e) Undertaking negotiations;
- (f) Agreeing appropriate terms and conditions; and
- (g) Acquiring the recommended asset.

#### **4.6 Building Surveying Services**

##### **4.7 Pre-acquisition property**

4.7.1 The Supplier shall undertake a pre-acquisition or more detailed technical due diligence inspection and report for freehold and leasehold property. This may include, but not be restricted to:

- (a) Detailed survey;
- (b) reviewing technical data available for the property;
- (c) planning restrictions;
- (d) operation and maintenance data;
- (e) organising environmental assessments;
- (f) considering implications for the building's potential use including occupancy capacity testing;
- (g) While taking into account the suitability for the intended use of the property.

4.7.2 Where required, an outline feasibility study will be provided which will include but not be limited to:

- (a) RIBA Stage planning 0-2, understand the customer's core objectives, produces a number of concept designs to prove property potential, identifies budget estimates for potential alteration works that may be required;
- (b) Where it is concluded that the interests of the Customer would be best served by the completion of works identified within the building surveying the Supplier will specify, arrange procurement and manage these works.

##### **4.8 Existing Property**

4.8.1 The Contracting Authority may require independent detailed surveys and reports including schedules of conditions on the current condition of a property or asset, including estimates of

costs and priorities to bring the property to an agreed acceptable standard, optimum timing of maintenance and repairs, statutory obligations (including asbestos and equality legislation), health & safety issues/risks and whole life costs which should be attached to the occupancy agreement. This may include but not be limited to the following:

- (a) Property performance including space utilisation space optimisation / efficiency planning;
- (b) Demand assessment & capacity planning, helping organisations to drive productivity improvements through intelligent integration of the full suite of property, technology and people services;
- (c) Provide Services in relation to a professional advice service on all matters relating to the Health and Safety at Work Act 1974 and any subsequent re-enactments;
- (d) Provide a professional advice service on all matters relating to the Regulatory Reform (Fire Safety) Order 2005 and any subsequent re-enactments;
- (e) Provide professional advice on but not limited to:
  - Sustainability plans;
  - Accessibility plans;
  - Building environments;
  - Energy management;
  - Energy efficiency plans and statutory compliance;
  - Waste management;
  - Utilities bureau service;
- (f) Where it is concluded that the interests of the Contracting Authority would be best served by the completion of works identified within the building survey, the Supplier shall specify, arrange procurement and manage these works.

#### **4.9 General Advice on Estate and Property Management**

- 4.9.1 The Supplier shall provide advice on all aspects of Estate, property and housing management to support the delivery of the Contracting Authorities statutory, regulatory and business objectives.

#### **4.10 General Estate and Property Management Duties**

- 4.10.1 The Supplier shall carry out general estate asset management duties including but not limited to:
  - (a) Day to day estate asset management of the commercial estate, integrating and liaising with current estate suppliers as necessary;

- (b) Day to day asset management of the retail estate, integrating and liaising with current estate suppliers as necessary;
- (c) Day to day estate asset management of the residential estate;
- (d) Ownership and responsibility for managing the Contracting Authorities estate information within their own property database or suppliers, ensuring that its management and maintenance is current and that it shall interface and be compatible with the supplier's database for the estate;
- (e) Updating and maintaining a property asset management plan for implementation of agreed strategies;
- (f) Landlord management;
- (g) Tenant management;
- (h) Service charge management;
- (i) Vacant property management including regular visits and the provision of appropriate security measures;
- (j) Financial management, including checking and paying Contracting Authority service charges, insurance and rent including general administration (See 4.16); and
- (k) General management duties as specified by the Contracting Authority.

#### **4.11 Disposal of Freehold and Leasehold Property**

- 4.11.1 Where surplus land, property, space or holdings have been identified, the Supplier shall provide an initial report with budget costs, valuations, forecast incomes, anticipated outcomes and timings which take into account market conditions and risks, together with a recommendation to achieve the most favourable outcome for the Contracting Authority. The Contracting Authority will agree the budget with the Supplier. The Supplier should be incentivised by the Contracting Authority to achieve a saving against the agreed budget.
- 4.11.2 The Supplier shall undertake and manage the marketing and disposal through to a satisfactory conclusion. The Supplier shall provide a comprehensive final report to support a recommendation, including any need for claw back, with advice on amounts and mechanism.

#### **4.12 Rent Reviews**

- 4.12.1 The Supplier shall provide an initial report covering all significant facts setting out actions, negotiating strategies and anticipated outcomes.
- 4.12.2 Following agreement with the Contracting Authority, the Supplier shall undertake and manage negotiations through to a satisfactory conclusion.
- 4.12.3 The Supplier shall provide a comprehensive final report to support a recommendation on a figure for settlement.

4.12.4 In the event that a satisfactory settlement cannot be reached, the Supplier will advise on appropriate courses of action and may be required to represent the Contracting Authority in any further proceedings.

**4.13 Lease Breaks and Lease Expires**

4.13.1 The Supplier will provide comprehensive and timely advice for the Contracting Authority, as landlord or tenant, on the most appropriate course of action to be taken at an imminent break or expiry, including liaising with the Contracting Authority's appointed legal advisors. This can include lease termination, advice and support for preparing lease exemption request business cases to GPU. The Supplier shall take full account of the Contracting Authority's best interest, the statutory position, the Contracting Authority's estate strategy, business needs, condition of the building, dilapidation liabilities and the state of the market.

**4.14 Lease Renewals**

4.14.1 The Supplier shall provide an initial report covering all significant facts, setting out actions, negotiating strategies and anticipated outcomes.

4.14.2 Following agreement with the Contracting Authority, the Supplier shall undertake and manage negotiations through to a satisfactory conclusion and provide a comprehensive final report to the Contracting Authority to support a recommendation for agreement. Advice, including support preparing Lease Exemption Request business cases to GPU, shall take full account of the Contracting Authority's best interest, subject to any overriding Exchequer interest, the statutory position, the Contracting Authority's estate strategy, business needs, the condition of the building and the state of the market.

**4.15 Dilapidations**

4.15.1 The Supplier shall provide comprehensive and timely advice for the Contracting Authority, as Landlord or Tenant, on the most appropriate course of action to be taken on a dilapidations liability. Advice shall take full account of the Contracting Authority's best interest, the statutory position, the likely future use of the property, the condition of the building, the lease provisions and the Contracting Authority's financial position.

4.15.2 Following agreement with the Contracting Authority, the Supplier shall undertake and manage negotiations through to a satisfactory conclusion and provide a comprehensive final report to support a recommendation on a settlement.

4.15.3 Where it is concluded that the interests of the Contracting Authority would be best served by the completion of works identified within the dilapidations assessment, the Supplier will specify, arrange procurement and manage those works.

**4.16 Landlord and Tenant Issues including Landlord Consents, Service Charges and Claims**

- 4.16.1 The Supplier shall ensure that the Contracting Authority's position as Landlord or Tenant is fully protected through the appropriate seeking, granting or use of licences, written approvals, consents, insurances etc.
- 4.16.2 The Supplier shall provide a full analysis and recommendations on Service charges and other claims received by the Contracting Authority including the results of any Landlord or Tenant negotiations or negotiations with third parties.

**4.17 Rating Support Services**

- 4.17.1 The Supplier shall provide professional advice, guidance, negotiation and assistance on non-domestic rating issues including a proactive strategy to mitigate changes in liability arising from new buildings and alterations. This will include as a minimum:
  - (a) General administration including but not limited to checking rates bills for accuracy of fact and calculation;
  - (b) Providing forecasts for budgeting purposes including apportionments for lettings and estimates for new buildings;
  - (c) Baseline liability; providing advice on baseline certificates to ensure accuracy and consequently that liability can be calculated correctly during the application of transitional relief provision;
  - (d) Full payment management; providing a full Service checking and paying Contracting Authority rate bills. Including but not limited to general administration and baseline liability services as set out above to ensure the Contracting Authority's liabilities are correct and mitigated to the fullest extent without going to appeal and should include the potential initial consultation fees for compiled list and material change appeals as set out below in (e) and 3.16;
  - (e) Compiled list appeals:
    - (i) Providing initial advice on assessment correctness and the likelihood of success;
    - (ii) Forecasting and checking rate refund calculations from the billing authority;
    - (iii) Checking interest payment calculations issued by the billing authority;
    - (iv) In light of any such appeals examine the baseline certificate to ascertain whether this can be challenged to produce further savings.
  - (f) Material Change Appeals:
    - (i) Giving advice on matters such as:
    - (ii) Providing initial advice on whether any savings can be achieved;

- (iii) Correcting assessment consequent on “material changes” (within the meaning of relevant legislation);
  - (iv) Applications to Billing Authorities for reduced payments because properties are unoccupied or partly occupied;
  - (v) Applications for charitable relief;
  - (vi) Appropriate splits and mergers.
- (g) 2015 Revaluation (as amended);
- (h) Given the antecedent valuation date of 1 April 2013 as amended the Supplier shall, from time to time be required to:
- Give advice on the revaluation process;
  - (i) Formulate a proactive “Right First Time” strategy to mitigate changes in liability arising from the revaluation process;
  - (ii) Ensure that the necessary data (including rental data) is supplied as necessary to support the accuracy of 2015 (as amended) “Non Domestic List assessments”;
- Give advice on the likely financial impact of the revaluation.
- (i) Contracting Authorities must pay the correct amount of rates. It will be the responsibility of the Supplier to take all reasonable steps to ensure this is achieved, resolving issues through the most suitable route.

#### 4.18 **Rating Appeals**

##### 4.18.1 Baseline liability:

- (a) Providing advice on baseline certificates and where appropriate challenging these to generate savings during transitional phasing;
- (b) Full payment management;
- (c) Ensure the Contracting Authority’s liabilities are correct and mitigated to the fullest extent without going to appeal and should include the potential initial consultation fees for compiled list and material change appeals as set out below.

##### 4.18.2 Compiled list appeals:

- (a) Providing initial advice on the likelihood of success;
- (b) Lodging formal appeals against the rating assessment and negotiating with the relevant body in an attempt to agree to a lower rateable value.;
- (c) In the light of any such appeals examine the baseline certificate to ascertain whether this can be challenged to produce further savings.

##### 4.18.3 Material change appeals:

- (a) Giving advice on material change appeals;
- (b) Lands/valuation tribunal hearings including:



- (i) Compliance with all necessary statutory/regulatory/practice statements that may apply;
- (ii) Advising the Contracting Authority as soon as it becomes apparent that a suitable agreement cannot be achieved through the normal appeal process;
- (iii) Recommending the most appropriate course of action to be taken and advising fully on the positive and negative implications;
- (iv) Consulting on the procurement of external assistance, for example appointing legal support;
- (v) Professional support at tribunals;
- (vi) Advising on the potential costs that will flow from such action;
- (vii) Prepare statements of case; and
- (viii) Respond to replies as necessary and to comply with any timeframes applying.

#### 4.19 **Valuations**

- 4.19.1 Valuations to the appropriate Framework standards (including RICS Valuations – Professional Standards 2012 (the ‘Red Book’)) shall be provided by the Supplier where necessary in the provision of the Services outlined above.
- 4.19.2 An agreed valuation sign off methodology shall be agreed with the Contracting Authority.
- 4.19.3 The Contracting Authority may require independent valuations which can take a number of forms including:
  - (a) Full valuations; in accordance with RICS valuations – Professional Standards 2012;
  - (b) Asset valuations; valuations for financial reporting purposes, including capital charges, undertaken in accordance with the prevailing accounting standards as interpreted for the UK public sector and current professional standards guidance.

#### 4.20 **Planning**

- 4.20.1 The Supplier shall provide town and country planning advice and consultation where necessary. The Contracting Authority will specify the particulars of the advice required.
- 4.20.2 The Supplier shall be required to provide independent planning information and advice to the Contracting Authority, including consultations and negotiations with planning authorities and the submission of formal applications, notices, appeals and Section 106 Agreements, Section 278 Agreements (Highways) and CIL (Community infrastructure Levy).
- 4.20.3 Qualified planners may deliver advice including but not limited to:
  - (a) Strategic planning advice;

- (b) Disposal related planning advice;
- (c) Planning applications;
- (d) Planning appeal;
- (e) Development plan work on emerging plans;
- (f) Statutory planning work;
- (g) Affordable housing requirements;
- (h) Accessibility; and
- (i) Green travel plans

#### 4.21 **Compulsory Purchase**

4.21.1 The Supplier shall provide compulsory purchase advice. This will include, but not be restricted to, procedural, and negotiation advice.

4.21.2 The Supplier shall provide strategic and procedural advice on how to obtain powers to promote a Compulsory Purchase Order (CPO) the Supplier shall advise on all stages of the CPO process from inception through public inquiry, possession and subsequent negotiation of property acquisition and compensation, if necessary by referral to the Lands Tribunal. In addition to this they may be a requirement for the negotiation and settlement of Part 1 claims.

4.21.3 Where the Contracting Authority owns or occupies land which is subject to a CPO being promoted by another body, the advice shall include potential objection to the CPO and appearance at public inquiry, if appropriate and the agreement of terms of withdrawal of objections/undertakings. It shall also include negotiation for the sale of land and settlement of compensation, if necessary by referral to the Lands Tribunal.

#### 4.22 **Daylighting, Sunlighting, Overshadowing and Rights of Light**

4.22.1 The Supplier shall provide daylighting, sunlighting and overshadowing advice when a planning application is made. This will cover an analysis of how adjoining properties are affected by the scheme and provide data to ensure that any residential accommodation in the scheme complies with the British Standard on lighting.

4.22.2 In the case of rights of light, advice shall be given to show what adjoining properties could lose light as a result of the scheme.

#### 4.23 **Party Wall Awards**

4.23.1 The Supplier shall provide advice, either when the Contracting Authority is the building owner developing or when notices are served on the Contracting Authority as an adjoining owner to a development site.

4.23.2 Advice shall be given so notices are served at the right time and awards entered into as required. Detailed schedules of condition are prepared.

#### 4.24 **Way-leaves and Easements**

- 4.24.1 The Supplier shall provide an initial report covering all significant facts, setting out actions, negotiating strategies and anticipated outcomes.
- 4.24.2 The Supplier shall undertake and manage negotiations through to a satisfactory conclusion and provide a comprehensive final report to support a recommendation on a figure for settlement.
- 4.24.3 In the event that a satisfactory settlement cannot be reached, the Supplier shall advise on appropriate courses of action and represent the Contracting Authority in any further proceedings.

#### 4.25 **Other Neighbourly Matters**

- 4.25.1 The Supplier shall provide an initial report covering all significant facts. The report will set out actions, negotiating strategies and anticipated outcomes with respect to boundary disputes, crane and scaffold over sailing.
- 4.25.2 The Supplier shall undertake and manage negotiations through to a satisfactory conclusion and provide a comprehensive final report to support a recommendation on a figure for settlement.
- 4.25.3 In the event that a settlement cannot be reached, the Supplier will advise on appropriate courses of action and represent the Contracting Authority in any further proceedings.

#### 4.26 **Agricultural services**

- 4.26.1 The Supplier shall provide comprehensive agricultural services as defined by the Contracting Authority in the following areas but not limited to:
  - (a) Agricultural tenancy management and ;
  - (b) Farm management (including diversification)
  - (c) 1986 Agricultural Holdings Act tenancies
  - (d) 1995 Agricultural Tenancies Act tenancies
  - (e) Grazing and cropping licences
  - (f) Live and dead stock valuation
  - (g) Crop valuation
  - (h) Covenant management
  - (i) Succession (1986 Act Tenancies)
  - (j) Assignment of tenancies
  - (k) UK farming subsidy (inc post Brexit direction and advice)
  - (l) Agricultural -Environmental schemes

### 5. **LOT 3 - VERTICAL REAL ESTATE**

#### 5.1 **Service Requirements**

- 5.1.1 Services required under a Vertical Real Estate Framework for delivery on a national basis to include but not limited to rooftops, greenfield sites and small cells.
- 5.1.2 The Supplier shall provide advice, guidance, management and assurance on the leasing of new sites, existing sites that have infrastructure and agreements in place with Infrastructure Providers, Emergency Services Network (ESN) or Mobile Network Operator's (MNO's) or sites where the Contracting Authority is the Tenant and VRE infrastructure is proposed or exists.
- 5.1.3 The supplier shall provide advice, guidance, management and assurance on the use of buildings, mast or structure that may be used for antennas, solar panels or other appliances together with buildings, masts or structures that may be used for signage, advertising and other purposes along with those services needed to support the commercial exploitation of such spaces.

**5.2 Marketing - the supplier shall provide services in relation to:**

- 5.2.1 Marketing and sales of new sites and existing sites that have capacity for additional infrastructure;
- 5.2.2 Production of a feasibility report for sites and market report;
- 5.2.3 Advising on market pricing;
- 5.2.4 Collation of sites on a database and sales and marketing of those sites;
- 5.2.5 Making sites available via a portal to industry;
- 5.2.6 Promotion of sites to industry;
- 5.2.7 Screening and processing site share applications.

**5.3 Letting - new sites and additional capacity at existing sites including redevelopment of sites**

- 5.3.1 The Supplier shall;
  - (a) manage and/or
  - (b) deliver and/or
  - (c) provide assurance on compliance (where the operator is responsible for acquisition management, construction, facilities management, approvals and cost).
- 5.3.2 on the letting, Design and Construction (ADC), including but not limited to:
  - (a) Management of the letting
  - (b) Drawings;
  - (c) Offer letters;
  - (d) Town and country planning;
  - (e) Community relations; and

(f) Legal effort and agreements / licence support.

#### 5.3.3 Construction management

- (a) pre-start meetings;
- (b) The management of rigging and civil activity; and
- (c) Oversight of adherence to Construction, Design and Management Regulations.

#### 5.3.4 Design

- (a) Production or approval of design and changes; and
- (b) Oversight of adherence to ICNIRP certification (radiation).

#### 5.3.5 Asset management

- (a) Agreement / Review of rent / licence fee review to completion;
- (b) Processing lease or licence variations; and
- (c) Management of 3rd Party site sharing.

#### 5.3.6 Financial management

- (a) Rent collecting / invoicing;
- (b) Revenue share apportionment if appropriate;
- (c) Production of financial statements; and
- (d) Debt management.

#### 5.3.7 Site access

- (a) Managing site access requests;
- (b) Production of access permits;
- (c) Provision of supervision;
- (d) Control of H&S on site; and.

#### 5.3.8 Facilities management activities

- (a) Ground maintenance;
- (b) Safety climb certification;
- (c) Structural surveys;
- (d) Site inspection;
- (e) Planned maintenance;
- (f) Electrical inspections;

- (g) Defect reporting;
- (h) Alarm monitoring.

#### **5.4 General Advice on Vertical Real Estate Management**

5.4.1 The Contracting Authority, as Landlord or Tenant, may order advice on all aspects of VRE to support the delivery of their statutory, regulatory and business objectives, where services do not require specific VRE knowledge generic services can be sourced from lots 1 and 2, this may also include but not limited to:

##### **5.4.2 VRE Rent Reviews**

- (a) The Supplier shall provide an initial report covering all significant facts setting out actions, negotiating strategies and anticipated outcomes.
- (b) The Supplier shall undertake and manage negotiations through to a satisfactory conclusion.
- (c) The Supplier shall provide a comprehensive final report to support a recommendation on a figure for settlement.
- (d) In the event that a satisfactory settlement cannot be reached, the Supplier will advise on appropriate courses of action and may be required to represent the Contracting Authority in any further proceedings.

##### **5.4.3 VRE Lease Breaks and Lease Expires**

- (a) The Supplier shall provide comprehensive and timely advice for the Contracting Authority, as landlord, on the most appropriate course of action to be taken at an imminent break or expiry, including liaising with the Contracting Authority's appointed legal advisors. It will take full account of the Contracting Authority's best interest, the statutory position, the Contracting Authority's estate strategy, business needs, the condition of the infrastructure, dilapidation liabilities and the state of the market.

##### **5.4.4 VRE Lease Renewals**

- (a) The Supplier shall provide an initial report covering all significant facts, setting out actions, negotiating strategies and anticipated outcomes.
- (b) The Supplier shall undertake and manage negotiations through to a satisfactory conclusion and a comprehensive final report to the Contracting Authority to support a recommendation for agreement. Advice, including support, will take full account of the Contracting Authority's best interest, subject to any overriding Exchequer interest, the statutory position, the Contracting Authority's estate strategy, business needs, the condition of the infrastructure and the state of the market.

#### 5.4.5 VRE Disposal of Freehold and Leasehold Property

- (a) Where surplus land, property, space or holdings have been identified, the Supplier shall provide an initial report with budget costs, valuations, forecast incomes, anticipated outcomes and timings which take into account market conditions and risks, together with a recommendation to achieve the most favourable outcome for the Contracting Authority. The Contracting Authority will agree the budget with the Supplier. The Supplier should be incentivised by the Contracting Authority to achieve a saving against the agreed budget.
- (b) The Supplier shall undertake and manage the marketing and disposal through to a satisfactory conclusion. The Supplier shall provide a comprehensive final report to support a recommendation, including any need for claw back, with advice on amounts and mechanism.

#### 5.4.6 VRE Dilapidations

- (a) The Supplier shall provide comprehensive and timely advice for the Contracting Authority, as Landlord on the most appropriate course of action to be taken on a dilapidations liability. Advice will take full account of the Contracting Authority's best interest, the statutory position, the likely future use of the property, the condition of the infrastructure, the lease provisions and the Contracting Authority's financial position.
- (b) The Supplier shall undertake and manage negotiations through to a satisfactory conclusion and provide a comprehensive final report to support a recommendation on a settlement.
- (c) Where it is concluded that the interests of the Contracting Authority would be best served by the completion of works identified within the dilapidations assessment, the Supplier shall specify, arrange procurement and manage those works.

### **6. LOT 4 - PROCUREMENT MANAGED SERVICE FOR FACILITIES MANAGEMENT & PROPERTY SERVICES**

#### **6.1 Service requirements**

- 6.1.1 The Supplier shall provide a full end-to-end managed procurement service for the provision of Facilities Management (FM) Services for delivery on a national basis. The Supplier will be expected to consider using any relevant Authority framework agreements and subsequent frameworks and any other public sector framework agreements as specified by the Contracting Authority. The Supplier may also be requested to run an appropriate procurement acting as the agent of the Contracting Authority.

6.1.2 The Procurement Managed Service shall include, but will not be limited to the following:

- (a) Procurement strategy development including holistic view of property related requirements, including Social Value;
- (b) Procurement and project management advice ensuring timely activity;
- (c) Options analysis;
- (d) Development of customer business case;
- (e) For Central Government Departments, assist with the Cabinet Office Controls Process, including but not limited to financial analysis of current services;
- (f) Asset verification and condition surveys;
- (g) Compiling asset information for population to the data pack, service matrix, cost models, KPI's and ITT documentation;
- (h) Managing the procurement process including award recommendation and overseeing the mobilisation process;
- (i) Agreeing the contract terms and conditions with the client; and
- (j) Contract management of Suppliers during and post Award.

6.1.3 The Supplier shall provide feedback to The Authority on service provision and lessons learnt from the overall process and engage on improvement planning.

## 7. SCOPE OF SERVICES TABLE

✓ Mandatory / o Optional / X Out of scope for specific lot

Service	Lot 1	Lot 2	Lot 3	Lot 4
Acquisition of freehold and leasehold property	✓	✓	X	X
Disposal (includes letting or other commercial arrangements) of freehold and leasehold property	✓	✓	X	X
Rent reviews	✓	✓	X	X
Lease breaks and lease expiries	✓	✓	X	X



Lease renewals	✓	✓	X	X
Dilapidations - Undertaking surveys / leading negotiations	✓	✓	X	X
Landlord and Tenant issues including Landlord consents, service charges and claims	✓	✓	X	X
Rating support services	✓	✓	X	X
Strategic advice, including the preparation and development of an estate strategy	✓	o	X	X
Procurement strategy for property related issues	✓	o	X	X
Development consultancy and advice	✓	o	X	X
Valuations	✓	✓	X	X
Planning	✓	✓	X	X
Building surveying services	✓	✓	X	X
General advice on estate and property management including strategy	✓	✓	X	X
General estate and property management duties, (landlord and tenant day to day)	✓	✓	X	X
Rating appeals	✓	o	X	X
Compulsory purchase	✓	o	X	X
Daylighting/ sunlighting/ overshadowing and rights of light	✓	✓	X	X

Party wall awards	✓	✓	X	X
Way-leaves and easements	✓	✓	X	X
Other neighbourly matters	✓	✓	X	X
RIBA stage planning (0 to 2 / part of pre-acquisition scope)	✓	o	X	X
Retail Property Services/Management	✓	o	X	X
Workplace planning and space optimisation including but not limited to:	✓	o	X	X
<ul style="list-style-type: none"> <li>• Demand assessment</li> </ul>	✓	o	X	X
<ul style="list-style-type: none"> <li>• Capacity testing</li> </ul>	✓	o	X	X
Performance of assets	✓	o	X	X
Property Investment, Appraisal and Financial Advisory Services	✓	o	X	X
Energy Efficiency Services	✓	o	X	X
Health and Safety advisory services	✓	o	X	X
Fire advisory services	✓	o	X	X
Environmental advisory services	✓	o	X	X
Sustainability advisory services	✓	o	X	X

Agricultural Land Management Advisory Services	✓	o	X	X
International Delivery	o	X	X	X
Facilities Management and Property Services (Procurement Managed Service)	X	X	X	✓
Vertical Real Estate Services	X	X	✓	X

## 8. PROCUREMENT SPECIFIC STANDARDS

8.1 The Supplier shall take full account of current legislation, government guidance and best practice, including but not limited to;

- 8.1.1 Achieving excellence,
- 8.1.2 Revitalising health & safety,
- 8.1.3 Sustainable development and social value,
- 8.1.4 Design quality,
- 8.1.5 Gateway reviews;
- 8.1.6 Accessibility; and;
- 8.1.7 National property controls.

8.2 The Supplier shall take cognisance of the requirement to use Electronic Property Information Mapping Service (EPIMS), which is a mandatory requirement for government departments.

8.3 The Supplier shall provide estates services in accordance with all codes of practice and guidance issued by the relevant professional bodies

8.4 The Supplier shall ensure that any advice provided to the Contracting Authority complies with the policies set out in 2.3.8 to 2.3.13 and are based upon the overall Exchequer best interest and value for money and in accordance with the Treasury Green Book.

8.5 The Supplier shall at all times during the Framework Period and the term of any Call Off Contract comply with the Standards including but not limited to the following for the scope of the Service:

### 8.5.1 Service Management Standards

- (a) BS EN ISO 9001 "Quality Management System" standard or equivalent.
- (b) ISO 10007 "Quality management systems – Guidelines for configuration management".

- (c) BS25999-1:2006 “Code of Practice for Business Continuity Management” and, ISO/IEC 27031:2011, ISO 22301 and ISO/IEC 24762:2008 in the provision ITSC/DR plans
- 8.5.2 Environmental Standards
- (a) BS EN ISO 14001 Environmental Management System standard or equivalent.
  - (b) Directive 2002/96/EC on Waste Electrical and Electronic Equipment (or equivalent) and Directive 2002/95/EC on the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment (or equivalent).
- 8.5.3 Portfolio, Programme and Project Management Standards
- (i) PRINCE2 and MSP methodologies or equivalent methodology
- 8.5.4 Architecture Standards
- (a) COBIT and TOGAF 9.1 Architecture Framework and Standards.
- 8.5.5 Information Security Management Standards
- (a) ISO 27001 Information Security Management standard or equivalent.
  - (b) Cyber Essentials Scheme
- 8.5.6 Manual of Protective Security Standards
- (a) Manual of Protective Security (MPS) or equivalent
- 8.5.7 Occupational Health and Safety Management System Standards
- (a) OHSAS 18001 Occupational Health and Safety Management System or equivalent;
- 8.5.8 The Authority anticipates that during the Framework Period the level of Supplier compliance with BIM standards shall increase in Government. The Authority and/or Contracting Authorities will confirm the minimum BIM level required in the Contracting Authority Scope, which may be amended from time to time in accordance with the Framework Agreement
- 8.5.9 The Supplier shall at all times during the Framework Period and the term of any Call Off Contract comply with Standards including but not limited to those published by the Royal Institute of Chartered Surveyors (RICS)
- 8.5.10 All digital services must be as inclusive as possible. As a minimum, any Web Based Content Associated with your Service must meet Level AA of the Web Content Accessibility Guidelines (WCAG) 2.0. Other digital content should meet the Government [Digital Service Standard](https://www.gov.uk/service-manual/helping-people-to-use-your-service/making-your-service-accessible-an-introduction), as set out in <https://www.gov.uk/service-manual/helping-people-to-use-your-service/making-your-service-accessible-an-introduction>



## PART B – KEY PERFORMANCE INDICATORS

### 1. GENERAL

- 1.1 The purpose of this Part B is to set out the KPIs by which the Supplier’s overall performance under this Framework Agreement shall be monitored and managed. The Authority reserves the right to adjust, introduce new, or remove KPIs throughout the Framework Period, however any significant changes to KPIs shall be agreed between the Authority and the Supplier in accordance with Clause **Error! Reference source not found.** (Variation Procedure).
- 1.2 The Supplier shall comply with all its obligations related to KPIs set out in this Framework Agreement including Framework Schedule 8 (Framework Management) and shall use all reasonable endeavours to meet the KPI Targets identified in the table below.
- 1.3 The KPIs from which performance by the Supplier of this Framework Agreement will be reported against are set out below:

**Guidance Note: The KPI targets in the table below including any applicable KPI weightings and scoring methodology will be set out in the Supplier Action Plan – see Framework Schedule 8 (Framework Management)]**

Key Performance Indicator (KPI)	KPI Target	Measured by
<b>1. FRAMEWORK MANAGEMENT</b>		
1.1 MI returns: All MI returns to be returned to CCS by the 5 <sup>th</sup> Working Day of each month		Confirmation of receipt and time of receipt by the Authority (as evidenced within the Authority’s data warehouse (MISO) system)
1.2 All undisputed invoices to be paid within 30 calendar days of issue		Confirmation of receipt and time of receipt by the Authority (as evidenced within the Authority’s CODA system)
1.3 Supplier self-audit certificate to be issued to the Authority in accordance with the Framework Agreement		Confirmation of receipt and time of receipt by the Authority
1.4 Actions identified in an Audit Report to be delivered by the dates set out in the Audit		Confirmation by the Authority of

Report		completion of the actions by the dates identified in the Audit Report
<b>2. OPERATIONAL EFFICIENCY/PRICE SAVINGS</b>		
2.1 The Supplier to deliver against the Supplier Action Plan to derive further cost savings and demonstrate additional Social Value benefits over the Framework Period via continuous improvement and innovation		Confirmation by the Authority of the cost savings / Social Value benefits achieved by the dates identified in the Supplier Action Plan
<b>3. DEMAND MANAGEMENT SAVINGS</b>		
3.1 The Supplier to deliver against the Supplier Action Plan to derive further cost savings and demonstrate additional Social Value benefits over the Framework Period continuous improvement and innovation		Confirmation by the Authority of the cost savings / Social Value benefits achieved by the dates identified in the Supplier Action Plan
<b>4. CUSTOMER SATISFACTION</b>		
4.1 Services to be provided under Call Off Contracts to the satisfaction of Contracting Authorities		Confirmation by the Authority of the Supplier's performance against customer satisfaction surveys
<b>[OTHER]</b>		
[...]		[...]

