



Crown
Commercial
Service

Buildings



Bid Pack Guidance



Framework Agreement RM3830



Facilities Management Marketplace

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1. Purpose

Crown Commercial Service (CCS) has put together this guidance to provide an overview of the Facilities Management Marketplace (RM3830) Bid Pack. This guidance refers throughout to a standard set of Bid Pack documents/templates which can be accessed [here](#). For definitions of capitalised terms, please refer to Joint Schedule 1 – Definitions for the full meaning.

Please note that all information contained within this document is for guidance only and you should ensure your documentation contains all of the necessary information to run a legally compliant Further Competition in accordance with the relevant procurement regulations. You may wish to seek legal advice and to commission a legal review of your documentation prior to issue.

2. Background

The Facilities Management Marketplace Framework Agreement (RM3830) commenced on 10 July 2018 and will expire on 09 July 2020. The Framework is awarded for a Contract Period of 2 years with an option for CCS to extend for two x one year periods. Call-Off Contracts can be let for an initial period of up to seven years (with a maximum Contract Period of 10 years inclusive of all Call-Off Optional Extension Periods and Mobilisation Period). The Framework allows access to a range of services over three sub-lots:

- Lot 1a: Assessed Contract Value £0M - £7M;
- Lot 1b: Assessed Contract Value £7M+ - £50M; and
- Lot 1c: Assessed Contract Value £50M+

You can access a complete list of services available under the Framework via Attachment 3 – Specification – Annex A – Matrix of Deliverables which can be accessed [here](#).

3. Direct Awards

You will note that this guidance is aimed towards Further Competitions. Please note that there is a facility to Direct Award for requirements that fall under Lot 1a, based on Mandatory Deliverables and standard Call-Off terms with a total contract value of up to £1.5M (and a number of other parameters). Please refer to Direct Award Guidance [here](#) and Framework Schedule 7 – Call-Off Procedure and Award Criteria [here](#).



N/B. – Direct Award route will not become available until the CCS FM online portal is launched. Please monitor our [webpage](#) for news on this.

4. eSourcing

CCS use an eSourcing tool for Further Competitions. Full details on how to register for and use the CCS eSourcing tool can be found [here](#). As a Buyer, you have the option to use the CCS eSourcing tool to run your Further Competition however, this is not mandatory.

5. Supplier Non-Disclosure Agreement

CCS have agreed a generic Non-Disclosure Agreement (NDA) with all Suppliers across Lots 1a, 1b and 1c in respect of tender information released at Further Competition stage so you do not need to issue your own. The NDA also covers any data issued before the tender is released. We recommend that you review the template that all Suppliers have signed up to [here](#).

6. Preparation for Tender Release (Further Competition)

Prior to the release of your Further Competition, you should take the following steps:

- Check that you are eligible to use the Framework Agreement (see Authorised Customer List linked via the [OJEU notice](#));
- Check the services you require are available under this Framework Agreement (see the Work Packages set out within Attachment 3 – Annex A – Matrix of Deliverables and the detail that sits within each Work Package on the Service Requirements tab). If you are still unsure whether a service is covered or not, please check the CPV codes listed within the [OJEU Notice](#) or please get in touch via: info@crowcommercial.gov.uk;
- Review the Schedules of Rates that will be used to calculate the Charges at Further Competition stage for each Supplier under the Lot your requirement may fall under (accessible by specific request from info@crowcommercial.gov.uk . Please note a [Confidentiality Undertaking](#) must be signed prior to access being granted to Schedules of Rates).



- Complete a Customer User Agreement (accessible by specific request from info@crowncommercial.gov.uk) and provide us with some information in relation to your requirement (i.e. Assessed Value, Deliverables and geographical locations required).
- Identify the applicable Framework Lot relevant to your requirement (based on the total Assessed Value of your opportunity for the Call-Off Initial Term – see Joint Schedule 1 – Definitions). The value ranges for the Lots under this Framework can be found within Framework Schedule 7 – Call-Off Procedure and Award Criteria.
- Receive a list of capable Suppliers for the applicable Lot (down-selected based on the services and geographical coverage you require as you have outlined in your Customer User Agreement) from CCS.
- Select the eSourcing Suite you wish to use. If you do not have your own eSourcing Suite, you may use CCS eSourcing Suite if required. Please contact eenablement@crowncommercial.gov.uk for more information. If you choose not to use the CCS eSourcing Suite, obtain a list of Supplier contacts (available on the RM3830 [website](#)) for use within your own eSourcing Suite from CCS.
- Send a Supplier Brief to the Supplier list CCS have provided following completion of your Customer User Agreement. This provides Suppliers with an overview of the upcoming opportunity. The contents that should be set out within the Supplier Brief and the amount of time you should allow Suppliers to respond is set out in Framework Schedule 7 – Call-Off Procedure and Award Criteria. CCS have provided a Supplier Brief template [here](#).

For more information on the steps above, please refer to [Customer Guidance](#). The Customer Guidance provides an overview of the Framework Agreement and how to access in more detail.

Once you have established your final list of interested Suppliers following receipt of responses to the Supplier Brief, you are ready to release your Bid Pack.

7. Bid Pack Documents – Overview

In order to run a Further Competition under RM3830, the following documents should form your Bid Pack:

- Attachment 1 – About this Further Competition;
- Attachment 2 – How to Bid;
- Attachment 3 – Specification;
 - Attachment 3 – Annex A – Deliverables Matrix;



- Attachment 3 – Annex B – Processes, Standards, Service Delivery Response Times;
- Attachment 3 - Annex C – Key Performance Indicators;
- Attachment 3 – Annex D – Payment Mechanism;
- Attachment 3 – Annex E – Cyber Essentials Plus (Applies to Lot 1c only and is optional)
- Attachment 4 – Order Form & Schedules;
- Attachment 5 – Pricing Matrix;
- Attachment 6 – TUPE Information; and
- Attachment 7 – Pricing Matrix Instructions;

Additional Buyer specific service information and non-standard service specifications should be included within the Bid Pack as additional annexes of Attachment 3 (e.g. Attachment 3 - Annex E – [Insert Topic], Attachment 3 – Annex F [Insert Topic]) for Lots 1a & 1b. For Lot 1c Attachment 3 – Annex F – [Insert Topic] depending if you use Annex E – Cyber Essentials Plus, which is optional.

Templates for the documents listed above are provided by Crown Commercial Service (CCS) (except in relation to Attachment 3 – Annex E for Lots 1a & 1b and Annex F for lot 1c). In addition to the templates, [supplementary guidance](#) and instructions for the Buyer are also provided in relation to:

- Attachment 3 – Annex C – Key Performance Indicators (Guidance);
- Attachment 3 – Annex D – Payment Mechanism (Guidance); and
- Attachment 5 – Pricing Matrix (Guidance)

8. Attachment 1 – About this Further Competition

Attachment 1 – About this Further Competition provides Suppliers with an overview of the documents that go together to form the Bid Pack. You should provide some background information on your organisation and your requirement and any key information the Suppliers should know prior to bidding (e.g. planned estate rationalisation or known increases / decreases to scope in the future). Information you should cover includes (but is not limited to):

- **Buyer Organisation Overview** – This is an opportunity to tell Suppliers about your organisation and its aims and objectives;
- **Background to the Further Competition** – Give an overview of your FM requirement / contract length / Framework Lot;



- **Procurement Timetable** - Your Procurement Timetable should clearly set out the key stages of the Further Competition and award process and important deadlines for the Suppliers, including but not limited to: tender period, clarification period, tender submission deadline, quality and price evaluation steps and timescales, approvals, issuing of outcome letters and feedback, contract award, optional standstill period, contract execution, mobilisation, Start Date, issuing of transparency notice on Contracts Finder;
- **Site Visits** - You may wish to offer Suppliers the opportunity to visit some of your sites during the tender period to better understand the scope of your requirement. You should include details of the timing and format of the site visits, any protocol to be followed and the information you will need from the Suppliers prior to site visits (e.g. maximum number of attendees, names and contact details, security requirements). You should make it clear how you expect questions to be handled during site visits. It is best practice to ask Suppliers to submit questions following the site visit via the eSourcing Suite allowing you to subsequently publish all questions and responses to all Suppliers as part of the clarification process as this will ensure fair and equal treatment and ensure transparency;
- **Clarification Questions** - You should clearly outline the tender clarification process and how and when suppliers are able to ask questions. The clarification period should be included in the Procurement Timetable and you should allow sufficient time (as per the relevant procurement regulations) between the end of the clarification period and the tender response deadline for suppliers to take account of the information shared in the clarification period and incorporate this into their tender submissions. If you extend your clarification period by a certain number of days, you may wish to subsequently extend your tender period by the same number of days;
- **TUPE** - You should indicate whether or not you think that TUPE may apply and refer to any information you or your incumbent supplier has provided at Attachment 6 – TUPE Information;
- **Payment of Mobilisation Costs** - You should indicate your intended approach to the payment of Supplier mobilisation costs (e.g. upon completion of milestones, over the first 12 months of the contract, throughout the life of the contract with amortisation uplift etc.);
- **Tender Validity Period** - You should consider how long your evaluation and approvals processes will take following tender submission and insert an appropriate tender validity period which extends past the target contract award date to ensure tenders remain valid for as long as is necessary;
- **Contract Term** - Suppliers should be provided with an overview of the length of the Call-Off Initial Period (which can be up to a maximum of 7 years) and the optional extension period(s) (which should take the total Contract Period inclusive of the Call-



Off Initial Period and Mobilisation Period to no longer than 10 years). You should also clearly indicate the Start Date of the Services (the beginning of the Call-Off Initial Period) and the timescales for mobilisation of the contract (which should occur before the Start Date of the services but still forming part of the Contract Period following the Effective Date);

- **Contract Execution** - In order to ensure that the contract award process is expedited efficiently, you should specify the maximum number of days the Supplier will have to sign (execute) the contract. You should also clearly specify both in this section and within the Procurement Timetable if you intend to include a 10 day Standstill Period; and
- **Call-Off Contract** - You should provide an overview of the full list of Schedules that will form your Call-Off Contract. The list should indicate which of the optional Schedules you have selected for inclusion and any additional Schedules and Special Terms you have added.

9. Attachment 2 – How to Bid

Within this document you should clearly outline each step of the tender, evaluation and award process and how the Suppliers should submit a bid. This includes (but is not limited to) the following elements:

- **eSourcing Suite Guidance** - Detail about which eSourcing Suite will be used throughout the Further Competition and how help can be accessed;
- **Tender Process** - An overview of the process that you will follow in evaluating tenders and all steps that will be taken up to contract award. You must ensure full transparency;
- **Award Criteria** for tender evaluation (price/quality evaluation ratio - see Framework Schedule 7 – Call Off Procedure and Award Criteria for guidance). You should ensure quality marking schemes and price score calculation methodologies are explicit, objective and relevant to the subject matter of the Call-Off Contract (please ensure compliance with the relevant Procurement Regulations);
- **Quality Evaluation** - An illustration of how quality will be evaluated (weighting per question) with a worked example of score calculation;
- **Quality Questionnaire** - The quality award questions (with clear response guidance and marking schemes). Your questions should be objective, clear and linked to your requirements as set out in the annexes of Attachment 3 - Specification. If you are running a 100% price Further Competition, you do not need to include a Quality Questionnaire;



- **Price Evaluation** - A detailed overview of how price evaluation will be undertaken in relation to the Suppliers' submissions of Attachment 5 – Pricing Matrix, including the steps you will take to compliance check, analyse and (if necessary) clarify pricing submissions. If you elect to utilise an e-auction, this should be clearly set out;
- **Price Components and Weighting** - A breakdown of the price components that form the basis of the price evaluation and weightings applied to each component;
- **Price Score Calculation** - A worked example of price score calculation;
- **Abnormally Low Tender** – the process that will be followed should an abnormally low tender be received;
- **Final Overall Score** calculation plus a worked example;
- **Quality Thresholds/Rankings** - Any minimum quality thresholds or quality question ranking (in case of a tiebreak) you wish to impose;
- **Contract Award** - An overview of what will happen at contract award stage (including if a standstill period is to apply); and
- **Contract Execution** - Instructions for getting the Call-Off Contract signed following award.

10. Attachment 3 – Specification

Attachment 3 – Specification is an overarching document summarising the content of the Annexes that sit within Attachment 3 which together, form the specification for the Deliverables of the Call-Off Contract. Attachment 3 - Specification consists of:

- **Attachment 3 – Annex A – Deliverables Matrix**
 - This document forms the basis of your requirement. There are several worksheets to be completed in order to capture your building information, asset information and the services you require at each building. Services are split into different work packages, so you must select the work packages and lower level services that are applicable to each building. You must complete this document as accurately and comprehensively as possible to ensure that Suppliers' tender submissions are based on your true requirements. Where your requirement for a service is non-standard, i.e., it does not meet the description as set out within the Service Requirements worksheet, you should include an additional Annex under Attachment 3 – Specification (from Annex E onwards for Lots 1a & 1b and Annex F for Lot 1c) detailing your non-



standard requirement. You should reference the additional annex within the Deliverables Matrix and mark the service as non-standard. Please bear in mind, when a service has been deemed as non-standard, the Suppliers do not need to utilise the Schedule of Rates they submitted when tendering for the Framework. You should ensure your asset information is as accurate as possible and provide a % confidence level in the data. Suppliers typically conduct asset validation during the mobilisation period so inaccuracies in the data will mean the Charges tendered are liable to be varied based on the outcome of the asset validation and as per terms set out in the Call-Off Contract.

- If you require assistance in gathering your building information, service information and asset data, [Lot 4 of CCS Framework RM3816 \(Estates Professional Services\)](#) provides this service.
- **Attachment 3 – Annex B – Processes, Standards, Service Delivery Response Times**
 - This document sets out the processes, standards and service delivery response times the Suppliers must adhere to in delivery of the services as outlined within Attachment 3 – Specification and Annexes. This document should be reviewed and amended as required and square brackets removed.
- **Attachment 3 - Annex C – Key Performance Indicators**
 - In brief, this document sets out the measures that will be used to monitor Supplier performance. Additional guidance has been created to support you in developing and using this template and can be found [here](#).
- **Attachment 3 – Annex D – Payment Mechanism**
 - This is an Excel spreadsheet used by you and the Supplier on a monthly basis to calculate the Charges to be invoiced. Performance against KPIs and any pain/gain associated with Supplier performance is copied from Attachment 3 – Annex C – Key Performance Indicators and pasted into the Payment Mechanism as part of the calculation of the Charges. Additional guidance for this document can be found [here](#).
- **Attachment 3 – Annex E onwards: Non – Standard Service Specifications / Supplementary Information for Lots 1a & 1b and Annex F for lot 1c.**
 - Annexes E onwards are not provided by CCS (except for Lot 1c) and should be used to insert non-standard service specifications (for services marked as non-standard within Attachment 3 – Annex A – Deliverables Matrix) and any other additional information (such as catering tariffs, sample menus, site boundary maps, additional security processes/requirements etc.). We do not offer a template for these annexes, however you should ensure they are in-



line with the rest of the Bid Pack and ensure they follow the same naming convention.

11. Attachment 4 – Order Form & Schedules

CCS recommend you commission your own legal advice regarding development of **Attachment 4 – Order Form & Schedules**. Attachment 4 consists of four elements:

- A. Order Form;
- B. Core Terms FM;
- C. Joint Schedules; and
- D. Call-Off Schedules.

A. Order Form

The Order Form is the overarching contract document where key contractual decisions are highlighted, the Core Terms, Joint Schedules and Call-Off Schedules in use are listed and contract signatures from both Parties are captured.

The following information should be provided as per the placeholders (highlighted yellow) in the template:

- **Cluster Overview** - delete if not applicable;
- **Call-Off Lot;**
- **Call-Off Incorporated Terms** - a list of all schedules including the Order Form, Core Terms, Joint Schedules, Call-Off Schedules and Call-Off Special Terms that come together to form the Call-Off Contract as determined by the Buyer. Core Terms are mandatory and must be included without amendment. Any changes required to Core Terms should be made via Call-Off Special Terms and referenced accordingly;
- **Call-Off Special Terms** - additional Buyer specific terms to supplement Core Terms or Joint and Call-Off Schedules as required;
- **Call-Off Dates** - Mobilisation Period, Start Date, Expiry Date, Call-Off Initial Period, Call-Off Optional Extension Periods;
- **Deliverables** to be delivered under the Call-Off Contract - embed or reference Attachment 3 – Specification and all of its Annexes;
- **Drawn Down Deliverables** - to only be included if you have a requirement to draw down from a pot of Deliverables where location and date of delivery is not fixed on the Start Date. Please refer to guidance notes within the template and delete if not applicable;



- **Call-Off Charges** - Supplier Attachment 5 – Pricing Matrix to be inserted prior to Contract Award;
- **Indexation** - You must clearly specify the index/indices that will apply to the Charges and when they become applicable. i.e., within 1 or 2 years of the anniversary of the Start Date. This should then be taken into account for your payment mechanism at Attachment 3 – Annex D;
- **Pass Through Costs** - you may specify allowable Pass Through Costs under the Call-Off Contract, i.e., costs that you permit the Supplier to charge directly to you the Buyer without mark-up. These could be sundry items such as cut flowers, newspapers etc. Please note the Buyer has recourse to the 'more favourable commercial terms' provision as set out in the Core Terms in relation to Pass Through Costs only;
- **More Favourable Commercial Terms** – the intention in respect of FM contracts under this framework is for More Favourable Commercial Terms as set out within the Core Terms to be applied only to Pass Through Costs. The Order Form should make this clear;
- **Variation Threshold** – this is intended for use for fixed fee contracts only. Here you may set a monetary value or % of Charges that if exceeded by Variation to the Call-Off Contract on an aggregate basis, will enable the Supplier to look at the impact the Variation has on their wider pricing structure. Please see definition within Joint Schedule 1 – Definitions;
- **Target Cost** - please outline your mechanisms and thresholds for Target Cost as per the guidance within the template or delete if you are utilising a fixed price approach and CCS standard Attachment 5 – Pricing Matrix. Please note if you do utilise a Target Cost approach you must review Call-Off Schedule 5 – Call-Off Pricing and ensure it is aligned with your Target Cost methodology;
- **Inclusive Repair Threshold** – here you must state whether you will operate an Inclusive Repair Threshold under which the costs of individual Reactive Maintenance Works are included in the tendered fixed or target cost and the Baseline Monthly Payment i.e., not billable to the Buyer in addition to the Baseline Monthly Payment. You may select £0;
- **Billable Works Value Ranges** - these link to the process maps contained within Attachment 3 – Annex B – Process, Standards and Service Delivery Response Times and Call-Off Schedule 4a – Billable Works. For each Tier and value range, a different process is associated with how Billable Works will be sourced. You can amend the value ranges according to your requirement;
- **Business Critical Events** – any event which may trigger the invocation of the Business Continuity and Disaster Recovery Plan and under which circumstance



written approval for Billable Works is not required (see Call-Off Schedule 4a – Billable Works, paragraph 3.2);

- **Value of Billable Works Not Requiring Approval** – a monetary value you can set under which any Billable Works do not require prior written approval from the Buyer. You may wish to take use of this provision to reduce administrative burden (e.g. all Billable Works £50 and below do not require prior written approval). Please note this value is over and above any Inclusive Repair Threshold you may have set. E.g. if a piece of Reactive Maintenance Works costs £550 and the Inclusive Repair Threshold is £500. The first £500 of the cost would be covered within the Baseline Monthly Payment and the additional £50 would not require approval if the Value of Billable Works Not Requiring Approval was £50. If the Works cost £600, £500 of the cost would be covered under the Inclusive Repair Threshold and £100 would require written approval as this would exceed the £50 limit. Please see Call-Off Schedule 4a – Billable Works for more detail;
- **Methods of Payment** – to be populated on tender release;
- **Buyer Invoicing Address** – to be populated on tender release;
- **Buyer Authorised Representative** – to be populated on tender release;
- **Buyer Notices** - Any formal notices that the Buyer may be required to issue to the Supplier over the course of the contract (e.g. termination assistance notice) detailing: (a) form of notice; (b) how notice may be made; and (c) when the notice is deemed to have been received. (d) who notices should be issued to;
- **Buyer Security Policy** – you should embed or reference to your Security Policy;
- **Progress Report Frequency** – as applicable;
- **Progress Meeting Frequency** – as applicable;
- **Key Roles/Staff** – To be populated on Contract Award detailing the Supplier's key personnel for this contract;
- **Key Sub-Contractors** – To be populated on Contract Award, please see definitions within Joint Schedule 1 – Definitions to understand what constitutes a Key Sub-Contractor;
- **E-Auctions** – If applicable, please provide full detail;
- **Commercially Sensitive Information** – To be populated on Contract Award with any Commercially Sensitive Information highlighted by the Supplier;
- **Service Period** - (i.e. month, 4 weeks) KPI standard template is based on a monthly Service Period. Note this is not the Call-Off Initial Period;
- **KPI Credits, at Risk % and Earn Back %** - Insert the key figures from Attachment 3 – Annex C – Key Performance Indicators, including Earn Back potential as per Call-Off Schedule 14 – KPIs (if applicable);
- **Risk Register** – Insert any risk for which the Supplier should bear the financial liability;



- **Small and Medium Sized Enterprises** - please insert your % requirement for SMEs within your Supplier's supply chain;
- **Relevant Convictions** – Please insert here any requirement concerning relevant convictions of Suppliers, Sub-Contractors or personnel;
- **Concession** – Please specify if a Concession Agreement is required under the Call-Off Contract;
- **Collateral Warranties** - You should specify whether Collateral Warranties are required for this contract and the form this will take;
- **Performance Bond** – You should indicate whether a Performance Bond is required for this contract. This is price affecting and therefore should be stipulated on tender release. You should ensure the form of Performance Bond is clear;
- **Call-Off Guarantee** – You should indicate whether a Call-Off Guarantee is required for this contract. This is price affecting and therefore should be stipulated on tender release. You should ensure the form of Call-Off Guarantee required is clear;
- **Social Value Commitment** – This section should be populated on contract award any commitments from the Supplier's quality responses; and
- **Signatures (deed / underhand)** – You must make it clear whether your intention is for the Order Form and Schedules (the Call-Off Contract) to be signed as a deed or underhand.

B. Core Terms FM

The Core Terms FM must be used on every Call-Off Contract under RM3830 and must not be changed within the document itself. Any amendments or supplements to the Core Terms FM must be made via the inclusion of additional Special Terms either specified within the Order Form or as an additional Call-Off Schedule referenced from the Order Form. The Core Terms FM are based on CCS's standard commercial terms under [The Public Sector Contract](#).

C. Joint Schedules

The Joint Schedules are named as such because they were issued at the time of the OJEU notice for the Framework procurement alongside the Framework Schedules and they should also be utilised for Call-Off Contracts under the Framework. They are 'Joint' in that they apply to the contractual relationship between CCS and Suppliers (at Framework level) and between Suppliers and Buyers (at Call-Off level). Joint Schedule 8 (O) – Guarantee is



optional – designated by the (O) in its title. You should only include this Schedule if it is applicable to your requirement. You should review each Joint Schedule carefully and amend any square brackets as appropriate. Some of the information required within the Joint Schedules may only be possible to populate at Contract Award stage.

Joint Schedule 1 – Definitions – this Schedule contains definitions from across all of the Schedules;

Joint Schedule 2 – Variation Form – this is contract management template for contract variations;

Joint Schedule 3 – Insurance Requirements – this is a standard Schedule setting out the required insurances per Lot. If your requirements are different please include these via Special Terms;

Joint Schedule 4 – Commercially Sensitive Information – this is a template to be populated on Contract Award with Commercially Sensitive Information identified by the Supplier (and agreed with the Buyer);

Joint Schedule 5 – Corporate Social Responsibility – this is a standard Schedule setting out Corporate Social Responsibility requirements of the Supplier;

Joint Schedule 6 – Key Sub-Contractors – standard Schedule setting out key terms around Supplier appointed Key Sub-Contractors;

Joint Schedule 7 – Financial Distress – to be amended for tender release based on your requirement for a Call-Off Guarantee;

Joint Schedule 8 (O) – Guarantee – this is an optional Schedule and should be amended as necessary to reflect your requirement for a Call-Off Guarantee;

Joint Schedule 9 – NOT USED;

Joint Schedule 10 – Rectification Plan – this is a contract management template;

Joint Schedule 11 – Processing Data – this is a standard Schedule and Annex 1 should be populated as applicable; and

D. Call Off Schedules



You should select the applicable Call-Off Schedules for inclusion within your Call-Off Contract. Those Schedules marked (O) are optional for inclusion. You should **review each Schedule carefully and amend square brackets where appropriate**. If you wish to add to or amend the Call-Off Schedules, you should create an additional Schedule for Special Terms and make the inclusion of Special Terms explicit within the Order Form. If you do not understand the implications of each Schedule or the impact any amendments you are making or Special Terms you are introducing will have, you should seek legal advice.

Call-Off Schedule 1 – Transparency Reports – This Schedule should be updated with the Transparency Reports you require the Supplier to provide;

Call-Off Schedule 2- Staff Transfer – Please review this Schedule carefully in light of TUPE which may apply to your requirement and select applicability of Parts A/B/C/D;

Call-Off Schedule 3 – Continuous Improvement – This is a standard Schedule outlining Continuous Improvement requirements of the Supplier;

Call-Off Schedule 4 - Facilities Management – This is a standard Schedule outlining specific Facilities Management conditions;

Call-Off Schedule 4A – Billable Works and Projects – This is a standard Schedule outlining the Billable Works process. Please review in-line with the Billable Works Tier Value Ranges you have selected in the Order Form and the Billable Works process maps within Attachment 3 – Annex B – Processes, Standards and Service Delivery Response Times;

Call-Off Schedule 5 – Call-Off Pricing – this Schedule should be amended to reflect your pricing approach (fixed fee or target cost) and square brackets updated accordingly;

Call-Off Schedule 6 – TUPE Surcharge – You should select one of the 3 options for TUPE. Please ensure you understand the impact these options have on how Suppliers will price:

- Option 1 – Direct Award TUPE Risk Premium;
- Option 2 – Further Competition TUPE Risk Premium; and
- Option 3 – Further Competition Fixed TUPE Risk Premium.

Call-Off Schedule 7 – Key Staff – this is a standard Schedule with conditions around the Key Staff/Roles outlined within the Order Form;

Call-Off Schedule 8 – Business Continuity and Disaster Recovery – this is a standard Schedule which you should review and ensure is in line with your requirement;



Call-Off Schedule 9 - Security – this Schedule should be amended depending on which Lot you Call-Off from. Square brackets should be amended and Security Management Plans should be appended as an Annex when applicable;

Call-Off Schedule 10 – Exit Management – Please amend square brackets as appropriate;

Call-Off Schedule 11 – Processing Data – You do not need to include this Schedule if you have completed Joint Schedule 11 – Processing Data;

Call-Off Schedule 12 (O) – ICT Services Terms – If your requirement includes ICT Services within scope, you should include and amend this Schedule as appropriate;

Call-Off Schedule 13 (O) – Mobilisation Plan and Testing – if you are having a Mobilisation Period, you should include this Schedule and amend accordingly;

Call-Off Schedule 14 (O) - KPIs – This Schedule should be used for all Further Competitions where Attachment 3 – Annex C – Key Performance Indicators is used;

Call-Off Schedule 15 (O) - Contract Management – This Schedule is optional and should be reviewed in line with your requirement. You may append Buyer specifics in relation to Contract Management as an Annex;

Call-Off Schedule 16 (O) - Benchmarking – This is a standard Schedule and is optional. Please review as appropriate;

Call-Off Schedule 17 (O) – MoD Terms – Only to be used by MoD and agencies;

Call-Off Schedule 18 (O) - Concession Agreement – This Schedule is optional. You should include this Schedule only if a Concession Agreement is required under the Call-Off Contract and amend as appropriate;

Call-Off Schedule 19 (O) - Collateral Warranty Agreements – This Schedule is optional. You should amend this Schedule to reflect your requirement for Collateral Warranty Agreements. If you do not require Collateral Warranty Agreements, you do not need to include this Schedule;

Call-Off Schedule 20 (O) - Clustering – This Schedule is optional. If you are procuring services as part of a Cluster, you should include this Schedule and amend as appropriate;

Call-Off Schedule 21 (O) - Performance Bond – This Schedule is optional. You should amend this Schedule to reflect your requirement for a Performance Bond. If you do not require a Performance Bond, you do not need to include this Schedule;



Call-Off Schedule 22 (O) - Call-Off Tender – This Schedule is where you should embed the successful Supplier's price and quality tender submissions, the tender clarification log, and all letters and notes from the price clarification process (including any Abnormally Low Tender process carried out); and

Call-Off Schedule 23 (O) – Redundancy Surcharge – This Schedule sets out the conditions around the operation of the Redundancy Surcharge mechanism.

Please note – the Framework Schedules templates provided on our website (<https://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3830>) are for your information only and should not be released with your Bid Pack at Further Competition. These Schedules alongside the Joint Schedules and Core Terms form the agreement between Suppliers and CCS whereas the Joint Schedules, Core Terms and Call-Off Schedules form the agreement between the Buyer and the Supplier.

12. Attachment 5 – Pricing Matrix

Attachment 5 – Pricing Matrix may consist of either the fixed price (Attachment 5) Pricing Matrix provided as a template by CCS or a target Pricing Matrix developed by you, the Buyer, dependent on which approach you wish Suppliers to use for calculating the Charges for the Call-Off Contract. Whichever approach you take should be clearly outlined in Attachment 2 – How to Bid, reflected in Call-Off Schedule 5 – Call-Off Pricing and be explicit within the Attachment 5 – Pricing Matrix instructions worksheet and Attachment 7 – Pricing Matrix Instructions.

The Suppliers' submissions of Attachment 5 – Pricing Matrix will form the basis of the price evaluation that you will undertake. The methodology you will follow to check and evaluate the Attachment 5 - Pricing Matrix submissions should be clearly outlined within Attachment 2 – How to Bid. You should also make explicit, exactly what you expect Suppliers to complete within the Pricing Matrix and what constitutes a non-compliant submission.

Separate guidance has been created on how to use the CCS fixed price Attachment 5 – Pricing Matrix which can be found [here](#).

13. Attachment 6 – TUPE Information (if applicable)



If you think TUPE may apply to your Call-Off Contract, you (for first generation outsourcing) or your incumbent supplier(s) (for second generation+ outsourcing) should populate Attachment 6 – TUPE Information, providing as much information as possible about the potential employees in-scope of your requirement and the financial liabilities associated with them. This template has been developed based on best practice and it is important to ensure you or your incumbent(s) (as applicable) accurately complete as much information as possible. You may wish to seek legal advice regarding your TUPE information.

Suppliers will utilise the information provided within Attachment 6 – TUPE Information to price within Attachment 5 – Pricing Matrix. The way in which TUPE is priced by Suppliers is dependent upon the TUPE Surcharge option you select within Call-Off Schedule 6 – TUPE Surcharge. You should read this schedule carefully and select one of the following options as applicable:

- **Option 1** – Direct Award TUPE Risk Premium;
- **Option 2** – Further Competition TUPE Risk Premium; or
- **Option 3** – Further Competition Fixed TUPE Risk Premium

14. Attachment 7 – Pricing Matrix Instructions

This is a standard document that should be issued to Suppliers with the rest of the Bid Pack and provides the Suppliers with guidance on how to complete the fixed fee pricing matrix (Attachment 5 – Pricing Matrix). The Buyer does not need to update this document as it is a generic set of instructions.

Please note – if you are requesting pricing based on a Target Cost approach and you do not use the standard fixed fee Attachment 5 – Pricing Matrix, you must create your own instructions based on the Target Cost Pricing Matrix that you intend to release.

15. Further Competition Overview

Please see below for some high level steps a Buyer **may** wish to take in their approach to the Further Competition process. Please note that the steps outlined below are for guidance only and you should ensure you tailor to suit your circumstances and review the risk of all



elements of your Further Competition in-line with the Framework Agreement and applicable laws and procurement regulations.

Under all circumstances, you **must** inform CCS of your intention to use the Framework and of any contract awarded.

Procurement Route – Framework Access

- Establish **procurement route** / internal approvals / current spend as applicable;
- Develop procurement timetable;
- **Access RM3830** Framework via CCS;
- Complete **Customer User Agreement** ;
- CCS perform **Supplier down-selection** based on services required and geographical requirements;
- Buyer issues **Supplier Brief** to all down-selected Suppliers and Suppliers to formally register their interest within the timescales and as per the process outlined within Framework Schedule 7 – Call-Off Procedure and Award Criteria; and
- Establish final list of **interested Suppliers** to be issued with the final Bid Pack.

Bid Pack Development

- Request **TUPE Information** (see Attachment 6 – TUPE Information) from Incumbent Supplier and/or Buyer's organisation as applicable;
- Develop **Bid Pack** templates;
- Define **evaluation strategy** (M.E.A.T, best price quality ratio) and a tender evaluation plan;
- Internal **review / legal sign-off** of Bid Pack (as applicable at Buyer's discretion); and
- Identify **eSourcing** platform to be used and build eSourcing event.

Tender Period



- **Release Bid Pack** to all interested Suppliers via the elected eSourcing Suite;
- Host **site visits** for Suppliers to visit your sites (if required);
- Manage the **clarification period**. Respond to Supplier questions regularly in batches using an anonymised clarification log issued to all interested Suppliers. Allow a proportionate amount of time between the end of the clarification period and the tender submission deadline (no less than 6 clear calendar days) as per the regulations;
- Make **preparations for the evaluation period**. You may wish to appoint at least 3 suitably qualified and experienced evaluators for each award question. It is advisable to assess their skills, ensure they sign confidentiality undertakings and that any conflicts of interests have been declared and considered. You should provide suitable evaluator training and the relevant documents from the Bid Pack to ensure all evaluators are equipped to carry out a robust evaluation; and
- Quality and price evaluation should remain separate at all times. It is advisable to nominate separate individuals from those assessing quality to evaluate price.

Evaluation

- Perform **compliance checks** on tender submissions:
 - **Quality** submissions should be compliance checked against the question requirements outlined in the Quality Questionnaire within Attachment 2 – How to Bid;
 - You should check to ensure word counts and supplementary attachment requirements have been adhered to and any showstopper pass/fail questions have been passed;
 - It is advisable not to allow Suppliers to submit additional material that was not requested in the Quality Questionnaire within Attachment 2 – How to Bid;
 - If a Supplier is not going to be permitted to continue in the Further Competition due to a compliance issue you should notify them accordingly (ensuring the process you will follow in such circumstances is clearly documented within Attachment 2 – How to Bid);
 - Alternatively you may wish to write to the Suppliers and notify them of the compliance issue and outline the actions you are going to take prior to evaluation (i.e. removal of disallowed images prior to evaluation, redaction of wording in excess of the word count) and again this should be outlined with Attachment 2 – How to Bid;



- **Price** submissions within Attachment 5 – Pricing Matrix must be compliance checked against the instructions set out within the document itself and within Attachment 2 – How to Bid;
- For standard services, you should compliance check labour rates used against the Schedule of Rates each Supplier tendered at Framework stage.
- You should ensure all services have been priced and all mandatory cells have been completed;
- If you intend to disqualify Suppliers for non-compliant submissions, you should ensure the compliance parameters are clearly outlined within Attachment 2 – How to Bid;
- Alternatively, you may wish to clarify any compliance issues with Suppliers either in writing or via a price matrix clarification meeting;
- You should ensure Suppliers have not made any assumptions within their Pricing Matrix submission;
- You must ensure Suppliers have bid on the same basis. If you suspect that information provided within the Bid Pack has been misinterpreted by a Supplier, you should clarify this if necessary; and
- You should check submissions for Abnormally Low Tenders. The process you will follow in the event of an Abnormally Low Tender should be clearly set out within Attachment 2 – How to Bid.
- **Quality Evaluation**
 - Following compliance checking, the quality responses can be allocated to evaluators for independent evaluation against the published marking scheme within Attachment 2 – How to Bid;
 - Evaluators should record their independent scores and rationale within the eSourcing Suite. All written notes made by evaluators should be retained. (Please seek legal advice regarding retention of evaluation materials);
 - Following independent evaluation, a consensus meeting should be organised for each quality question;
 - All evaluators for the question should meet, (you may wish to appoint a consensus co-ordinator and note-taker) to discuss their scores and arrive at a final consensus score with supporting rationale;
 - Following all of the consensus meetings, the consensus co-ordinator should input the final scores and comments into the eSourcing Suite; and
 - It is very important to record any movement in scoring between independent evaluation and consensus. Robust rationale should be captured supporting any movement in score.
- **Price Evaluation**



- Following compliance checking, commercial analysis and any price clarification that is required, the price component that is to be evaluated within Attachment 5 – Pricing Matrix (e.g. Total Charges), should be weighted as per the price score methodology set out within Attachment 2 – How to Bid.
- **Final Score**
 - The final weighted scores from the quality evaluation and the final weighted scores from the price evaluation should be added together for each Supplier and Suppliers should be ranked based on their final total score;
 - You may award the contract to the highest scoring/ranking Supplier, provided that they have passed any showstopper questions and they do not breach any quality thresholds you have stipulated within Attachment 2 – How to Bid;
 - In Contract Award outcome letters, it is best practice to provide transparency as to the consensus scores and rationale statements each Supplier has achieved whether they were successful or not and their price ranking (i.e. 2nd/4); and
 - You may also wish to include the relative advantages of the winning tender if you have decided to include a standstill period prior to Contract Execution.

Contract Award

- **Issue outcome letters** to all successful and unsuccessful Suppliers including an overview of evaluation outcome as detailed above;
 - **Issue populated contract** to successful Supplier (populate the Order Form and Schedules as appropriate with the winning Suppliers price and quality submissions and where placeholders were left in place for information at contract award stage);
 - **Contract Execution** - Stipulate a deadline for the Order Form to be signed and how this is to be carried out (e.g. in person; and
 - Organise, as applicable, a Meeting of Principles, **Introduction meetings** and mobilisation kick-off workshop with your successful supplier.
-
- Issue **contract award notice** via Contracts Finder;
 - Provide **feedback** to unsuccessful Suppliers if requested; and



- **Notify CCS** of contract award and the date your services commence so that we can monitor spend and management information. To notify us, please submit the form entitled '[RM3830 Contract Award Notification – For Mandatory Completion](#)' via info@crowncommercial.gov.uk with email subject: 'RM3830 Contract Award Notification'.

16. Contact Us



Email info@crowncommercial.gov.uk and reference 'RM3830 Facilities Management Marketplace' in the subject line.



Call Customer Service Centre: [0345 410 2222](tel:03454102222)