

A GUIDE TO THE FRAMEWORK ALLIANCE CONTRACT FOR DELIVERING ARTIFICIAL GRASS PITCHES (FAC-1)



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Contents

1. Introduction	1
1.1. Background	1
1.2. General Introduction	2
1.3. Features and Benefits of the Framework	4
1.4. About the Framework Alliance Contract, FAC-1	5
1.5. Roles and Responsibilities for Key Parties to the Framework Agreement	7
1.6. Why Choose this Framework?	11
2. Framework Details (AGP Suppliers).....	12
2.1. Key Framework Data	12
2.2. Description of Works	13
2.3. CPV Codes	14
2.4. AGP Suppliers	15
2.5. How were the AGP Suppliers Awarded a Contract?	15
2.6. Pricing	16
2.7. Award of Work under the Framework	17
2.8. About the Call-Off Contract	18
3. Framework Details (FMC/STC)	19
3.1. Key Framework Data	19
3.2. Description of Works	20
3.3. FMC/STC Appointment and Deed of Collateral Warranty	21
3.4. CPV Codes	22
3.5. How were the Consultants Awarded a Contract?	23
3.6. Consultants	24
3.7. Pricing	24
3.8. Award of Work under the Framework	25

3.9. About the Call-Off Contract	26
4. Conducting a Competitive Award Procedure	27
4.1. The Competitive Award Procedure	27
4.2. Award Criteria	27
5. Undertaking a Project	28
5.1. Introduction	28
5.2. Stage 1: Project Brief & Feasibility	28
5.3. Stage 2: Project Brief & Feasibility	29
5.4. Stage 3: Tender Phase	30
5.5. Stage 4: Design Development	31
5.6. Stage 5: Construction	32
5.7. Stage 6: Handover	34
5.8. Stage 7: Handover	35
6. Access to the Framework	36
6.1. Clients	36
6.2. The Client	36
6.3. Additional Clients	37
6.4. The Framework Agreement	38
6.5. Joining the Framework	40
7. Added Value	41
7.1. Introduction	41
7.2. Improved Value	41
7.3. Social Value	42
8. Frequently Asked Questions	44
8.1. Typical Questions	44

Appendices

Appendix A	The Framework Alliance Contract
Appendix B	Joining Agreement
Appendix C	AGP Framework Delivery Process
Appendix D	Guide to Pricing, Payment and the Pain/Gain Mechanism



1. Introduction

1.1. Background

- 1.1.1. This guide introduces the Football Foundation Framework for delivering artificial grass pitches (AGPs). It explains what the Framework is and how applicants can access it through the Framework Alliance Contract (FAC-1).
- 1.1.2. This guide is aimed at those with a professional knowledge of procurement and construction contract arrangements. We have also produced a shorter, less detailed overview guide to the Football Foundation's Framework for non-technical audiences, which you can access here: [Ashley insert URL once we have it]
- 1.1.3. The Football Foundation has developed the Framework as a 'turn-key' package that ensures best value is achieved by applicants for the level of quality required of grant funded projects.
- 1.1.4. It provides a range of services that includes the design, manufacture, supply and installation of the AGP as well as other construction works. It also supports contract administration, cost management, Health & Safety compliance and independent testing of the completed pitch to FIFA Quality standards.
- 1.1.5. The Framework uses an Early Contractor Involvement (ECI) approach to provide you with the best solution, through first class customer support and innovative design. It's a manufacturer-led framework, with one point of responsibility placed with the carpet manufacturer for delivery of your pitch, including associated items such as floodlights, fencing and maintenance equipment.



1.2. General Introduction

- 1.2.1. The Football Foundation (“the Authority”) and its partners have established a framework agreement with Artificial Grass Pitch (AGP) Suppliers and Consultants that meets all the requirements of EU legislation with regards to tendering and supports the delivery of the AGP programme.
- 1.2.2. The procurement was undertaken as two separate exercises:-
- AGP Suppliers – Six Suppliers to design, manufacture, supply and install AGP pitches and associated works. Further details are set out at in Appendix [2. Framework Details \(AGP Supplier\)](#);
 - Consultants – Two consultant appointments. The first for Framework Managing Consultants (FMC) to primarily undertake the role of Employer’s Agent. The second for Specialist Testing Consultant (STC) to undertake testing of completed facilities and key inspections during construction. Further details are set out in Appendix [3. Framework Details \(FMC/STC\)](#).
- 1.2.3. Together, the AGP Suppliers, FMC and STC have entered into a Framework Agreement under the Association of Consultant Architects Framework Alliance Agreement (FAC-1). This is a multi-party framework agreement where all members are party to the Framework Agreement as an “Alliance Member”.
- 1.2.4. The Alliance Members include the Football Foundation, the AGP Suppliers, the Framework Managing Consultant (FMC) and the Specialist Testing Consultant (STC).
- 1.2.5. In order to access the Framework, Applicants need to join the Framework for the period during which the project is being delivered. They will be referred to as an “Additional Client” and required to enter into a “Joining Agreement”, the details of which are described later in this guide.



1.2.6. The overall approach to project delivery is “Two-Stage Design & Build” to ensure early contractor involvement. The general approach is as follows:-

- The Football Foundation and FMC will prepare a feasibility report and Employer's Requirements, comprising of site investigation reports. The feasibility report will identify the approximate pitch location. Information provided will be sufficient for the FMC to conduct a competitive award procedure on behalf of the Additional Client (see Appendix [4. Conducting a Competitive Award Procedure](#));
- The AGP Suppliers will compete under a “Competitive Award Procedure” to provide their prices for undertaking the project. The prices will contain elements of “Fixed Price” and a “Maximum Price”, as described later in this guide;
- The AGP Supplier that submits the most economically advantageous tender (based on cost and quality criteria) will be awarded a contract by the Applicant (Additional Client). Further information relating to award criteria is set out at [4.2 Award Criteria](#);
- The AGP Supplier will then develop the design through the “Pre-Construction Stages” (RIBA Plan of Work stage 3: Developed Design and 4: Technical Design) under “Pre-Construction Services Agreement” (PCSA) including obtaining all statutory consents such as Planning Permission and Building Regulations approvals;
- The Project Team (The Football Foundation, Additional Client, FMC, STC and the successful AGP Supplier) will work collaboratively during the PCSA stage to develop the final “Contract Sum”. This will involve further site investigation and ongoing value engineering to establish a “Guaranteed Maximum Price” (GMP) which will be fixed for the duration of the Contract;
- Once all funding has been secured, the AGP Supplier will manufacture and install the pitch, including all associated works and services. During the construction period, the FMC will act in the role of “Employer’s Agent” under the contract and manage the project on behalf of the Additional Client including cost management and CDM advisor services. The STC will undertake testing and key stage inspections to ensure that the completed facility meets the Employer’s Requirements and, FIFA regulations for synthetic turf pitches.



1.3. Features and Benefits of the Framework

1.3.1. The features and benefits for those wishing to access this Framework are set out below:-

- Use of an OJEU (Official Journal of the EU) compliant framework procured in accordance with Public Contracts Regulations 2015 (as amended). This avoids the need to undertake a lengthy and costly separate procurement;
- Supplier experience, expertise and commitment to quality have been assessed during the procurement process to select organisations (both AGP Suppliers and Consultants) that meet certain criteria appropriate to the delivery of artificial grass pitches;
- Use of a simple “Tender Pack” for conducting the mini-competition process. The Alliance Members have pre-agreed a standard set of terms and conditions for “call-off” contracts which are awarded under the Framework;
- Best practice – leading industry expertise in the development of the specifications for AGP solutions;
- Central management and monitoring of the Framework by the FMC, who is appointed directly by the Football Foundation;
- Technical expertise in monitoring and testing the installation of pitches by an independent Specialist Testing Consultant (STC) appointed directly by the Football Foundation;
- Support from an “Independent Adviser” to assist the Football Foundation and Alliance Members in ensuring the framework is managed properly and delivers a number of “Improved Value” initiatives.



1.4. About the Framework Alliance Contract (FAC-1)

1.4.1. The Football Foundation uses the Framework Alliance Contract (FAC-1) because it believes successful projects are best delivered through a collaborative approach. FAC-1 is different to other Framework Agreements because it contains a number of features to improve the value of contracts delivered through it. This section provides some brief background to FAC-1.

1.4.2. The FAC-1 Framework Alliance Contract:-

- enables a Client (and “Additional Clients”) to enter into a Project Contract to deliver their AGP through the implementation by an “Alliance Manager” of a Direct Award Procedure and/or Competitive Award Procedure;
- appoints all Alliance Members, including the Alliance Manager, under a single multi-party contract;
- provides a contractual system for the Client to issue early Orders instructing works, services or supplies in advance of a Project Contract award, without the cost or risk involved in bespoke letters of intent;
- creates a collaborative alliance between the Client, the Alliance Manager and all contractors, consultants or suppliers so they can work together to achieve greater efficiency, cost savings and improved value.

1.4.3. FAC-1 provisions include:

- shared objectives, success measures, targets and incentives among the Client and all other Alliance Members;
- a Core Group to review new proposals and undertake non-adversarial dispute resolution;
- a Direct Award Procedure and/or Competitive Award Procedure, each leading to Project Contracts based on a set of agreed Template Project Documents;
- the opportunity for Supply Chain Collaboration to achieve Improved Value among Alliance Members, each within agreed timescales;



- a shared Framework Brief with separate confidential agreement of each Alliance Member's Framework Prices and Framework Proposals;
- joint risk management using a shared Risk Register;
- provision for expansion of the Alliance to include Additional Clients and other Additional Alliance Members under a standard form Joining Agreement.

1.4.4. FAC-1 is compatible with any project procurement model under its Direct Award Procedure and Competitive Award Procedure. For example, it can support:-

- Traditional, design and build or construction management procurement models, with any level or combination of contributions from design consultants, tier 1 contractors and tier 2/3 sub-contractors/suppliers;
- integration of contributions from supply chain specialists working under related Project Contracts;
- integration of the capital and operational phases of each Project.

1.4.5. For early involvement of tier 1 contractors and tier 2/3 sub-contractors and suppliers, FAC-1 draws on evidence obtained from the UK Government "Trial Projects" through use of the "Two Stage Open Book", "Cost Led Procurement" and "Integrated Project Insurance" procurement and delivery processes.

1.4.6. Limited early involvement on a Project can be achieved under the Framework Alliance Contract by issue of Orders in respect of Pre-Contract Activities. Orders need to be integrated with terms of the relevant Project Contracts and are not a substitute for a more structured approach to early tier 1/2/3 contractor involvement.



- 1.4.7. There is an option for Framework Prices (which are confidential between the Client and each other Alliance Member) to identify Profit and Overheads and for Agreed Prices in respect of each Project to be established on an Open-Book basis, both of which will be essential to gain Improved Value from joint Alliance Activities.
- 1.4.8. There is provision for agreed payment in respect of Pre-Contract Activities and Alliance Activities.
- 1.4.9. Further information can be found at <https://allianceforms.co.uk/about-fac-1/>.
- 1.4.10. If you want to learn more about FAC-1, then please contact our Neil Thody, our Independent Adviser at Cameron Consulting (neil.thody@camerons.uk.com).

1.5. Roles and Responsibilities for Key Parties to the Framework Agreement

- 1.5.1. The respective roles of key parties to the Agreement are set out below:-

Contract Role (under FAC-1 and Project Contract)	Key Responsibilities	Organisation	Lead contact (Inc details)
Client	<ul style="list-style-type: none"> – Obtaining funding to deliver the AGP Programme; – Awarding grants to Applicants; – Management of the AGP Framework; – Liaising with Applicants regarding their grant application. 	The Football Foundation	Chris Barry chris.barry@footballfoundation.org.uk 07894 692027
Additional Client	<ul style="list-style-type: none"> – Awarding a contract to the AGP Supplier; 	e.g. Local Authority, School, Academy Trust,	N/A



Contract Role (under FAC-1 and Project Contract)	Key Responsibilities	Organisation	Lead contact (Inc details)
	<ul style="list-style-type: none"> – Performing the role of the “Employer” under JCT DB 2016. 	Football/Sports Club, Charitable Organisation	
Alliance Manager	<ul style="list-style-type: none"> – Day to day management of the Framework; – Preparing a Project Brief for each project including a feasibility report and site surveys; – Awarding work to the FMC/STC; – Stakeholder engagement. 	The Football Foundation	Kathryn Severn – Framework Manager kathryn.severn@footballfoundation.org.uk 07741 314125
Framework Managing Consultant (FMC)	<ul style="list-style-type: none"> – Acting in the role of Employer's Agent, Cost Consultant, Principal Designer and CDM Advisor under JCT DB 2016; Additional Framework Duties. 	Robinson Low Francis (RLF)	Adrian Haden – Associate adrian.haden@rlf.co.uk 0121 456 1474
Specialist Testing Consultant (STC)	<ul style="list-style-type: none"> – Independent testing of synthetic turf fields; – Key stage inspections during construction and on completion; – Field / laboratory testing and certification; – Lighting tests; – Additional Framework Duties. 	Sports Labs	Keith MacPherson – Associate Director keith@sportslabs.co.uk 01506 444755
AGP Supplier (Contractor)	<u>Pre-Contract Services</u>	Limonta Smith	Hannah North – Contracts Manager hannah@smithsportscivils.co.uk

Contract Role (under FAC-1 and Project Contract)	Key Responsibilities	Organisation	Lead contact (Inc details)
	<ul style="list-style-type: none"> – Developing the design through Stage 3(Developed Design)to Stage 4 (Technical Design), including obtaining statutory consents; – Preparing “Contractor’s Proposals” based on the Employer’s Requirements; – Preparing sub-contract packages of work and managing further procurement activity; – Finalising any design and obtain costings in relation to any provisional sums; – Submitting final Contract Sum. 		01529 469902
		Tiger Turf	David Hook – Sales Director d.hook@tigerturf.com 07917 626930
		CC Grass	Bryn Lee – CEO European Office bryn.lee@ccgrass.eu 07765 401199
		Field Turf	Gilly Burrows – Commercial Director Gilly.Burrows@tarkett.com 07469 857776
		Lano Sport	Rick Thorley rick.thorley@lanosports.com 01628 639320
	<p><u>Post Contract Services</u></p> <ul style="list-style-type: none"> – Performing the role of Principal Contractor and Principal Designer under the CDM Regulations 2015; – Execute the “Works” in accordance with Employers’ Requirements and Contractor’s Proposals 	Support in Sport	Paul Barker – Estimating Director paulb@sispitches.com 01900 817837



Contract Role (under FAC-1 and Project Contract)	Key Responsibilities	Organisation	Lead contact (Inc details)
	<ul style="list-style-type: none"> – Undertake post completion monitoring and maintenance of the facility and address any defects during the defects liability period. 		
Independent Adviser ¹	<ul style="list-style-type: none"> – Providing fair and constructive advice to the Alliance Members on implementation of the Framework Alliance Contract and avoidance or resolution of any dispute; – Supporting the team in putting in place the appropriate contract documentation for contractual relationships; – Facilitating “Alliance Activities” to deliver “Improved Value” over the life of the Framework. 	Cameron Consulting	Neil Thody – Managing Director neil.thody@camerons.uk.com 0203 326 6959
Specialist Adviser ²	<ul style="list-style-type: none"> – Advising on changes in Governing Body requirements; – Monitoring technical standards and delivery; 	Alistair Cox Associates	Alastair Cox – Managing Director alc@ac-associates.co.uk 07985 286787

¹ The Independent Adviser (IA) is NOT a party to the Framework Alliance Contract. The role is “independent”; any “Alliance Member” may refer to the IA

² The Specialist Adviser is NOT a party to the Framework Alliance Contract.



Contract Role (under FAC-1 and Project Contract)	Key Responsibilities	Organisation	Lead contact (Inc details)
	– Supporting the framework in a technical capacity.		

1.5.2. The full scope of “Works” and “Services” to be provided by the Consultants and AGP Suppliers is set out in Schedule 8 – Framework Brief of the Framework Agreement.

1.6. Why Choose this Framework?

- 1.6.1. Those on the framework have specific skills and experience to deliver AGPs; this is NOT a generic framework with Tier 1 contractors, but a “manufacturer-led” framework with the direct engagement of those manufacturing and installing the AGP.
- 1.6.2. There is “no charge” to “Additional Clients” for using the Framework Alliance Contract.
- 1.6.3. The Framework Alliance Contract provides a streamlined route for all Additional Clients to access the framework and undertake a competitive award procedure.
- 1.6.4. Additional Clients can use a bespoke form of the two-stage design and build contract, JCT DB 2016, incorporating “Pre-Construction Services” which enables “Early Contractor Involvement” (ECI).
- 1.6.5. The Football Foundation, together with its advisers, can support you on how to access the framework and undertake a competitive award procedure.



- 1.6.6. Inclusion of the “Independent Adviser” is there to support “Additional Clients” with any potential disputes and queries over using the framework. The cost of the Independent Adviser will be borne by the party appointing them or in the case of a dispute, a shared cost between the parties involved.
- 1.6.7. In most cases, using the Framework is a mandatory condition of receiving a Football Foundation Grant towards the delivery of an AGP. This is to protect the investment and ensure a completed facility meets the highest quality standards, backed by a robust manufacturer warranty.

2. Framework Details (AGP Suppliers)

2.1. Key Framework Data

- 2.1.1. Although the procurement of the AGP Suppliers was undertaken separately to the procurement of the FMC and STC, all successful tenderers have entered into one Framework Agreement in a multi-party arrangement, as further described in this guide.
- 2.1.2. The table below sets out the key details relating to the procurement of AGP Suppliers.

Framework Title:	Football Foundation Artificial Grass Pitch (AGP) Supplier Framework 2020
Framework Duration:	4 years. Call-Off Contract duration as set out in the Call-Off Contract
Framework Start Date:	01/02/2020
Framework End Date:	31/01/2024
Value of Framework:	Circa £240,000,000 (excluding VAT) over the full 4-year life of the framework
OJEU Contract Notice	2019/S 172-418835 published on 02/09/2019
OJEU Contract Award Notice:	2020/S 085-203402 published on 28/04/2020



Form of Framework Agreement:	Association of Consultant Architects (ACA) Framework Alliance Contract, FAC-1
Form of Call-Off Contract:	JCT Design and Build Contract 2016 Edition incorporating a “Pre-Construction Services Agreement”

2.2. Description of Works

- 2.2.1. The Football Foundation has appointed six AGP Suppliers to the Framework to design, manufacture, supply and install pitches and all associated works.
- 2.2.2. The AGP Suppliers have been appointed under the Association of Consultant Architect (ACA) Framework Alliance Contract (FAC-1). The Framework is non-exclusive and therefore it does not guarantee any minimum level of work.
- 2.2.3. The Form of Call-Off Contract for the AGP Supplier is the JCT Design and Build Contract 2016, incorporating a “Pre-Construction Services Agreement”.
- 2.2.4. Specifically, the framework has been established to facilitate the delivery of the “AGP Framework 2020” programme of works.
- 2.2.5. The Framework Agreement will be open to use by the following organisations:-
- The Football Foundation;
 - The Football Association;
 - Applicants for Awards to Sport England;
 - English Sports Council;
 - Community Sports Clubs;
 - National Governing Bodies (of Sport) and their Applicants;



- Central Government Bodies;
- Sports Councils;
- Local Authorities (England and Wales);
- Education Bodies in the UK (Including Maintained Schools, Academies, Free Schools, University Technical Colleges, Further & Higher Education Establishments).

2.3. CPV Codes

2.3.1. CPV codes are a system of classification for public procurement which uses standardised vocabulary to help procurement personnel classify their contract notices consistently and make it easier for suppliers and contracting authorities to find them.

The following CPV codes were used in conducting this procurement: -

CPV Codes	Description of Works
45000000	Construction work
45212200	Construction work for sports facilities
45212210	Single-purpose sports facilities construction work
45212220	Multi-purpose sports facilities construction work
45212221	Construction work in connection with structures for sports ground
71220000	Architectural design services
71400000	Urban planning and landscape architectural services
39293300	Artificial Grass
45200000	Works for complete or part construction and civil engineering work
71317210	Health and safety consultancy services



2.4. AGP Suppliers

2.4.1. The following AGP Suppliers have been appointed to the Framework: -

Name of AGP Supplier	Lead Contact	Email Address	Telephone
CC Grass	Bryn Lee – CEO European Office	bryn.lee@ccgrass.eu	07765 401199
Field Turf	Gilly Burrows – Commercial Director	Gilly.Burrows@tarkett.com	07469 857776
Lano Sport	Rick Thorley	rick.thorley@lanosports.com	01628 639320
Limonta Smith	Hannah North – Contracts Manager	hannah@smithsportscivils.co.uk	01529 469902
Support in Sport	Paul Barker – Estimating Director	paulb@sispitches.com	01900 817837
Tiger Turf	David Hook – Sales Director	d.hook@tigerturf.com	07917 626930

2.5. How were the AGP Suppliers Awarded a Contract?

2.5.1. The AGP Suppliers were selected on the basis of MEAT (Most Economically Advantageous Tender) criteria with the split between cost and quality made up as follows:-

Quality (60%) – 30% of the quality score was based on the Tenderer's general approach to the Framework and covered areas including: General Management & Resources; Collaboration & Early Contractor Involvement; Performance Management; Social Value; Business Continuity, Resilience & Risk; Customer Care; Commercial. The remaining 30% was based on the



Tenderer's approach to delivering specific projects representing the full range of projects to be delivered under the Framework.

Cost (40%) – This was based on the Tenderer's prices for five different project scenarios, representing the full range of projects to be delivered under the Framework. These were weighted based on the anticipated volume of each pitch type. Furthermore, the prices obtained will be used by the FMC, the Football Foundation and the Additional Client in benchmarking prices obtained through competitive award procedures under the framework.

2.5.2. The top six tenderers with the highest combined score of cost and quality were awarded a place on the framework.

2.6. Pricing

2.6.1. The AGP Suppliers were required to submit their "Framework Rates" against a detailed price framework and contract sum analysis as part of the exercise. Each tender opportunity is subject to a competitive award procedure, whereby the tenderer may submit prices for works based on specific project requirements, prevailing market conditions and their own commercial position. However, tenderers submitted tender prices will be benchmarked against their "Framework Rates" to ensure that the Client and any Additional Client is receiving best value for money.

2.6.2. The Price Framework (incorporated at Schedule 5 – Template Documents, Part 4a: Price Framework (AGP Suppliers)) represented the scope of works to be delivered under the Framework as part of the tender selection process to gain entry onto the Framework. The Tenderers' submitted prices have been included within the Framework Agreement in Schedule 9 – Framework Proposals.

2.6.3. The "Framework Rates" provided by each AGP Supplier are fixed for the first 12 months of the framework. Thereafter, the rates will be adjusted in accordance with the BCIS Price Adjustment Formulae Indices Online (PAFI) (see <http://www.rics.org/uk/knowledge/bcis/online-products/price-adjustment-formulae-indices-onlinepafi/>). The date of calculation shall



be based on one month preceding the anniversary date of the Framework. It should be noted that the purpose of applying a fluctuation provision is purely for benchmarking purposes, to ensure that submitted tender prices under a competitive award procedure, relate to the “Framework Rates” throughout the duration of the Framework.

- 2.6.4. The fluctuation applies to the Detailed Contract Sum Analysis only and not percentage on-costs for central office overheads, profit and regional adjustments. These percentage rates shall remain fixed for the duration of the framework; percentage on-costs will be based on any inflationary adjustment to the net cost of works and services (including design fees).
- 2.6.5. Payments will be administered in accordance with each Call-Off Contract.
- 2.6.6. Further information in relation to how pricing operates under the Framework is provided in Appendix D – Guide to Pricing, Payment and the Pain/Gain Mechanism.

2.7. Award of Work under the Framework

- 2.7.1. The award of work under this Framework will be conducted in accordance with the terms of the Framework Agreement and as described in Schedule 4 – Award Procedures. There are two methods by which work can be awarded:-
- Part 1 – Direct Award Procedure (Clause 5.1)
 - Part 2 – Competitive Award Procedure (Clause 5.2)
- 2.7.2. The Client or Additional Client shall use the competitive award procedure as the default method. There may be exceptional circumstances by which the direct award procedure may be used and these are further described at Schedule 4 – Award Procedures. Any Additional Client seeking to use the Direct Award Procedure must justify why they wish to use this method against the reasons stated in the Framework Agreement, i.e. Emergency, Urgency or Continuity.



2.7.3. The FMC shall prepare tender documentation to conduct a competitive award procedure and then manage the tender process (using e-tendering). The FMC will conclude the tender process and evaluation, then make a recommendation to the Additional Client for an award of a call-off contract.

2.8. About the Call-Off Contract

2.8.1. The Call-Off Contract is provided in Schedule 5: Template Documents, Part 1: Call-Off Contracts, of the Framework Alliance Contract.

2.8.2. The Call-Off Contract is a bespoke form of the JCT Design & Build Contract, DB 2016 which incorporates “Pre-Construction Services”.

2.8.3. Additional documents are also provided if required, including a Parent Company Guarantee, Performance Bond and Sub-Contractor Warranty.

2.8.4. The Call-Off Contract is entered into following a Competitive Award Procedure. Tenderers will compete for the opportunity based on a Project Brief provided on behalf of the Additional Client by the Football Foundation and FMC. Tenderers will provide their price for the work and a response to the quality method statement questions. Quality will generally be assessed on a “Pass/Fail” basis; those who “Pass” will then be assessed on price with the lowest price tenderer being awarded a contract. Both parties, the successful AGP Supplier and the Additional Client shall enter into the Building Contract. At this stage, entering into the Building Contract does not obligate the Additional Client to proceed to the full Building Contract.

2.8.5. The Project Team, comprising of the Football Foundation, FMC, STC, AGP Supplier and the Additional Client, shall work collaboratively during the “Design Development” stage to finalise the project details and agree the final Contract Sum. When this is agreed, and approval to proceed is confirmed by the Additional Client and the Football Foundation, the FMC shall issue an “Instruction to Proceed”. This effectively finalises the contract particulars, and especially the final design and cost of the project. This instruction creates a binding contract between the parties for the construction stage of the project.



Framework Details (FMC/STC)

2.9. Key Framework Data

2.9.1. The procurement of the FMC/STC was conducted under a single tender process in two lots:-

- Lot 1: Framework Managing Consultant (FMC)
- Lot 2: Specialist Testing Consultant (STC)

2.9.2. Although the procurement of the FMC/STC was undertaken separately to the procurement of the AGP Suppliers, the two successful tenderers have entered into one Framework Agreement in a multi-party arrangement, as further described in this guide.

2.9.3. The table below sets out the key details relating to procurement of the FMC and STC.

Framework Title:	Football Foundation Artificial Grass Pitch (AGP) Consultant Framework 2020
Framework Duration:	4 years. Call-Off Contract duration as set out in the Call-Off Contract
Framework Start Date:	01/02/2020
Framework End Date:	31/01/2024
Value of Framework:	Circa £12,000,000 (excluding VAT) over the full 4-year life of the framework
OJEU Contract Notice	2019/S 170-415626 published on 02/09/2019
OJEU Contract Award Notice:	2020/S 076-181112 published on 14/04/2020
Form of Framework Agreement:	Association of Consultant Architects (ACA) Framework Alliance Contract, FAC-1
Form of Call-Off Contract:	Professional Appointment of a Framework Managing Consultant (FMC) Professional Appointment of a Specialist Testing Consultant (STC)



2.10. Description of Works

2.10.1. The Football Foundation has appointed two Consultants to the Framework as follows:-

- Lot 1: Framework Managing Consultant (FMC)
- Lot 2: Specialist Testing Consultant (STC)

2.10.2. The scope of services provided by the FMC and STC is briefly described at [1.4 Key Parties to the Framework Agreement and respective roles and responsibilities](#) and more fully in Schedule 8 – Framework Brief of the Framework Agreement.

2.10.3. The Consultants have been appointed under the Association of Consultant Architect (ACA) Framework Alliance Contract (FAC-1). The Framework is non-exclusive and therefore it does not guarantee any minimum level of work.

2.10.4. The Call-Off Contract for the FMC/STC is a bespoke agreement. Separate agreements are provided for each Consultant, though fundamentally, these are the same:-

- Professional Appointment of a Framework Managing Consultant (FMC)
- Professional Appointment of a Specialist Testing Consultant (STC)

2.10.5. The framework has been established to facilitate the delivery of the “AGP Framework 2020” programme of works.

2.10.6. The Framework Agreement will be open to use by the following organisations: -

- The Football Foundation;



- The Football Association;
- Applicants for Awards to Sport England;
- English Sports Council;
- Community Sports Clubs;
- National Governing Bodies (of Sport) and their Applicants;
- Central Government Bodies;
- Sports Councils;
- Local Authorities (England and Wales);
- Education Bodies in the UK (Including Maintained Schools, Academies, Free Schools, University Technical Colleges, Further & Higher Education Establishments).

2.10.7. The Consultants will be appointed directly by the Client, The Football Foundation, see also [3.3.1 FMC/STC Appointment and Deed of Collateral Warranty](#).

2.11. FMC/STC Appointment and Deed of Collateral Warranty

- 2.11.1. Both the FMC and STC are appointed directly by the Client, the Football Foundation. The Football Foundation shall be responsible for their appointment, including payment of fees.
- 2.11.2. It's a requirement under the FMC and STC appointment, that on each and every call-off contract, they are required to enter into a "Deed of Collateral Warranty" with the Beneficiary who will be the "Additional Client" and also with the "Football Foundation". The warranty confers the obligations of the call-off contract to the "Additional Client" in respect of the project. In effect, the FMC and STC will be undertaking their respective roles as if they were appointed by the Beneficiary, the "Additional Client".



2.11.3. The FMC/STC Appointment and Deed of Collateral Warranty are set out in Schedule 5 – Template Documents, Part 1 – Call-Off Contracts of the Framework Agreement.

2.12. CPV Codes

2.12.1. CPV codes are a system of classification for public procurement which uses standardised vocabulary to help procurement personnel classify their contract notices consistently and make it easier for suppliers and contracting authorities to find them. The following CPV codes were used in conducting this procurement:-

Lot 1 – Framework Managing Consultant

CPV Codes	Description of Works
71530000	Construction consultancy services
71324000	Quantity surveying services
71322100	Quantity surveying services for civil engineering works
71200000	Architectural and related services
71317210	Health and safety consultancy services
71541000	Construction project management services

Lot 2 – Specialist Testing Consultant



CPV Codes	Description of Works
71530000	Construction consultancy services
71600000	Technical testing, analysis and consultancy services

2.13. How were the Consultants Awarded a Contract?

2.13.1. The Consultants were selected on the basis of MEAT (Most Economically Advantageous Tender) criteria with the split between cost and quality made up of as follows:-

Lot 1 – Framework Managing Consultant

Quality (60%) – 30% of the quality score was based on the Tenderer's general approach to the Framework and covered areas including: General Management & Resources; Collaboration & Early Contractor Involvement; Performance Management; Social Value; Business Continuity, Resilience & Risk; Customer Care; Commercial. The remaining 30% was based on the Tenderer's approach to delivering specific projects representing the full range to be delivered under the Framework.

Cost (40%) – This was based on the Tenderer's prices for five different project scenarios, representing the full range to be delivered under the Framework. These were weighted based on the anticipated volume of each pitch type. Furthermore, the prices obtained will be used by the Football Foundation to reimburse the FMC over the life of the framework.



Lot 2 – Specialist Testing Consultant

Quality (60%) – 30% of the quality score was based on the Tenderer’s general approach to the Framework and covered areas including: General Management & Resources; Collaboration & Early Contractor Involvement; Performance Management; Social Value; Business Continuity, Resilience & Risk; Customer Care; Commercial. The remaining 30% was based on the Tenderer’s response to the following areas: Key Stage Inspections; Quality Control Procedures; Field & Lighting Tests; Snagging;

Cost (40%) – This was based on the Tenderer’s price for undertaking inspections in their role as STC. Furthermore, the prices obtained will be used by the Football Foundation to reimburse the STC over the life of the framework.

2.13.2. The top scoring tenderer in each lot with the highest combined score of cost and quality was awarded a place on the framework.

2.14. Consultants

2.14.1. The following Consultants have been appointed to the Framework: -

Name of Consultant	Lead Contact	Email Address	Telephone
Lot 1: FMC – Robinson Low Francis (RLF)	Adrian Haden – Associate	adrian.haden@rlf.co.uk	0121 456 1474
Lot 2: STC – Sports Labs	Keith MacPherson – Associate Director	keith@sportslabs.co.uk	01506 444755

2.15. Pricing

2.15.1. The Consultants were required to submit their “Framework Rates” against a detailed price framework as part of the exercise to gain entry onto the Framework.



- 2.15.2. As each Consultant is awarded a place on the Framework as a “Single Provider”, there is no competitive award process necessary. All awards of work will be undertaken using the “Direct Award Procedure”, using the tendered “Framework Rates” submitted.
- 2.15.3. The Price Framework (incorporated at Schedule 5 – Template Documents, Part 4b: Price Framework (FMC/STC)) represented the scope of services to be undertaken by the FMC/STC under the Framework as part of the tender selection process. The Tenderers’ submitted prices have been included within the Framework Agreement at Schedule 9 – Framework Proposals.
- 2.15.4. The “Framework Rates” provided by each Consultant are fixed for the first 12 months of the framework. Thereafter, the rates will be adjusted in accordance with the BCIS Price Adjustment Formulae Indices Online (PAFI) (see <http://www.rics.org/uk/knowledge/bcis/online-products/price-adjustment-formulae-indices-onlinepafi/>). The date of calculation will be based on one month preceding the anniversary date of the Framework.
- 2.15.5. Payments will be administered in accordance with each Call-Off Contract.

2.16. Award of Work under the Framework

- 2.16.1. The award of work under this Framework will be conducted in accordance with the terms of the Framework Agreement and as further described in Schedule 4 – Award Procedures. Only the Direct Award Procedure will be used in respect of awarding work to the FMC/STC.
- 2.16.2. The Client or Additional Client shall use the “Direct Award Procedure” of awarding work.
- 2.16.3. The Client or Additional Client shall use the Form of Order contained in the Professional Appointment form to award work to the FMC/STC.



2.17. About the Call-Off Contract

- 2.17.1. The “Additional Client” does not enter into a direct Call-Off Contract with the FMC or STC.
- 2.17.2. The Football Foundation and the FMC and STC have entered into a bespoke call-off contract (“Professional Appointment”). The Football Foundation will issue separate orders to the FMC and STC on each project. It will reimburse the FMC and STC directly for all services undertaken on a project.
- 2.17.3. Although the Agreement is between the Football Foundation and the FMC and STC, the obligations of the FMC and STC are conferred to the Additional Client under a “Consultant Collateral Warranty”. This warranty is entered into between the Consultant (FMC/STC), the Client (Football Foundation) and the Beneficiary (Additional Client). This document effectively confers the obligations under the call-off contract (Professional Appointment) to the Additional Client.
- 2.17.4. The “Consultant Collateral Warranty” is provided at Schedule 5 – Template Documents, Part 1: Call-Off Contracts of FAC-1.



3. Conducting a Competitive Award Procedure

3.1. The Competitive Award Procedure

- 3.1.1. This procedure only applies to the award of a contract to an AGP Supplier. The appointment of the FMC and STC is made directly by the Football Foundation.
- 3.1.2. The Competitive Award Procedure should be the default mechanism by which a contract is awarded to an AGP Supplier. The procedure is fully described within Appendix A – Framework Alliance Contract, at Schedule 4 – Award Procedures.

3.2. Award Criteria

- 3.2.1. The Competitive Award Procedure will select a Tenderer based on the MEAT criteria. For the majority of projects, and certainly those under £1m in value, the qualitative assessment will be based on a simple “Pass/Fail” basis. The Tenderer will be required to respond to questions in relation to their proposed methodology, approach, allocation of resources and project plan. Tender responses will be evaluated on the basis of whether they meet the minimum requirement. If the Tenderer meets the minimum requirement, it will achieve a “Pass”.
- 3.2.2. The tender will then be evaluated on price, with the lowest priced tender, subject to it being acceptable and not abnormally low (or containing obvious errors or omissions), being awarded a contract.
- 3.2.3. For more complex projects or those over £1m in value, there is an option to include a scored quality assessment. This will be assessed on a “project-by-project” basis and the FMC will advise when it’s appropriate to include this.



4. Undertaking a Project

4.1. Introduction

4.1.1. This section describes the various stages that will be undertaken in delivering an AGP. The stages broadly relate to the RIBA Plan of Work 2013. See Appendix C – AGP Framework Delivery Process.

4.2. Stage 1: Project Brief & Feasibility

4.2.1. Following an initial meeting(s) with The Football Foundation's Engagement Manager (EM), the EM will determine if your project is suitable to progress to the next application step. If progressing, you'll be invited to host an Initial Briefing meeting at your site with the Football Foundation's Technical Project Manager (TPM).

4.2.2. This is a very important meeting as it establishes the project brief and forms the basis of a feasibility report. They will also discuss with you:

- The principal terms and conditions of any funding arrangements;
- The full scope of your requirements and the requirements of a Framework project;
- Details of any feasibility work already undertaken;
- Potential site constraints;
- The terms of reference for the Framework Managing Consultant (FMC) and the Specialist Testing Consultant (STC) including duties, form of appointment and payment of fees;
- The standard contractual arrangements and processes to be followed;
- An understanding of what makes up the total project costs;
- Drawdown of funding and Cash Flow implications;



- The high-level programme / likely delivery timescales.

4.3. Stage 2: Project Brief & Feasibility

4.3.1. The TPM will instruct a specialist survey company to undertake an initial set of required surveys based on pre-agreed Framework rates. The cost of these will be covered by the Football Foundation and typically include:

- Desk top review of the site from readily available records (NB - this will be undertaken as the first viability check and if any fundamental issues are raised then no further work will be undertaken unless approved by the TPM following review with the Additional Client);
- Utility searches;
- Intrusive Ground Investigation (such as trial pitting or driven tube sampling);
- Drainage capacity survey;
- Laboratory testing;
- Topographical survey;
- Electrical capacity survey;
- For refurbishment projects a specialist survey that determines the make-up of the existing pitch.

4.3.2. Further surveys may be required dependent on the initial outcome or at the request of the Local Planning Authority (LPA). These will form part of the AGP supplier's Pre-Contract Services Agreement (PCSA).



4.4. Stage 3: Tender Phase

- 4.4.1. The appointment of the Framework Managing Consultant (FMC) is a very important part of the process as they provide a unique mix of independent services that are consistent, cost effective and removes the need for you to appoint any other consultant.
- 4.4.2. The FMC is Robinson Low Francis LLP (RLF) – a national construction and property consultant which has a dedicated AGP Framework team based in its Birmingham offices. RLF has worked on three successive AGP frameworks over an eight year period and was appointed as FMC for the current Framework via a full OJEU tender process.
- 4.4.3. The Foundation will appoint the FMC to undertake the following:-
- Ensure the brief and feasibility is robust;
 - Produce a budget estimate for your project;
 - Produce the Employers Requirements document;
 - Gather Health & Safety information in their role as “Principal Designer” at pre-construction stage;
 - Issue the 1st Stage tender documents to the suppliers;
 - Review and report on tender returns;
 - Formalise the appointment of the Supplier;
 - Perform the role of Employer’s Agent, Cost Manager and CDM Advisor during the Construction phase.

A “Two Stage Design & Build” Approach

- 4.4.4. All awards of work will involve a mini “Competitive Award” procedure and will take place once the FMC has issued the tender pack to the six suppliers. Each supplier will respond to the “Invitation to Tender” and submit a lump sum first stage tender as a



“Guaranteed Maximum Price” (GMP). The GMP shall consist of a “Fixed Price” for above ground works and a “Maximum Price” for below ground works.

- 4.4.5. The FMC will carry out a tender evaluation based on MEAT criteria and issue its report to you and the Foundation. Subject to the analysis being acceptable to you and the Foundation, the FMC will draft a Pre-Contract Services Agreement (PCSA) for execution between you as the Employer and the successful supplier to undertake “Pre-Construction Services” to develop the design of your pitch.

4.5. Stage 4: Design Development

- 4.5.1. On award of the PCSA contract, the Supplier will work collaboratively with the Project Team (you as the Client, the Foundation, FMC, STC and the Supplier) to develop its detailed design proposals and submit a full application to the local planning authority (LPA).
- 4.5.2. During the Design Development stage, the FMC and Supplier shall convert the GMP to the “Contract Sum” through further below ground investigation, design development and potential value engineering opportunities. Further site-specific surveys may be required at this point to either aid design development or as a requirement of the LPA. Once planning permission is obtained and the design finalized, all project costs are identified, resulting in an agreed “Contract Sum” which is fixed for the Project duration (apart from any agreed Contingencies / Provisional Sum Allowances or subsequent client changes).
- 4.5.3. The Supplier is entitled to a fee for the PCSA works and as the Client, you’ll be responsible for payment. This is an eligible project cost which can be included as part of your partnership funding when the project moves forward, and a Grant is awarded.
- 4.5.4. The Supplier will submit a planning application to the Local Planning Authority (LPA) on your behalf. The Supplier will be responsible for responding to any queries from the LPA and discharging any conditions on award. An LPA usually has up to eight weeks to make a decision on minor applications and up to 13 weeks for a major development. A successful planning decision may



have planning conditions attached, which may need to be discharged to enable development to start. This process can add a further ten weeks to a delivery programme.

4.5.5. During this stage the FMC will complete the following tasks:

- Draft the contract documentation incorporating the PCSA and issue to the Supplier for signature;
- Agree the project programme;
- Work collaboratively with the Supplier to ensure the project will deliver Best Value and agree the final Contract Sum;
- Monitor the detailed design process.

DURING THIS STAGE, YOU'LL SUBMIT YOUR GRANT APPLICATION TO THE FOOTBALL FOUNDATION.

4.6. Stage 5: Construction

After a Grant Award

- 4.6.1. Once you have received an offer of a grant from the Football Foundation the construction phase can begin.
- 4.6.2. At the start of this stage the FMC will prepare an "instruction to proceed" based on the previously agreed JCT Design and Build (2016) contract.
- 4.6.3. During this stage the supplier takes responsibility for the successful delivery of your pitch. This stage will begin with a pre-start meeting at your site chaired by the FMC. You'll be invited to attend, along with the Foundation and the Supplier. It's an opportunity to:
- Clarify roles, responsibilities and lines of communication;



- Hand over outstanding documents and issue outstanding information;
- Discuss the programme and agree start and completion dates;
- Agree procedures for dealing with queries and issuing instructions;
- Agree site access procedures and issues;
- Agree meeting schedules, meeting structures and attendees.

4.6.4. The Supplier, FMC and STC are all bound by the terms of the Framework agreement which dictates the processes that they must follow and quality standards they must meet.

4.6.5. During this stage The FMC will:

- Arrange, chair and minute formal monthly meetings;
- Undertake interim site visits as required (usually fortnightly);
- Administer the Building Contract;
- Prepare interim valuations;
- Prepare and issue monthly Financial Reports;
- Undertake an unannounced Health & Safety audit inspection of the site.

4.6.6. The STC is Sports Labs, a leading international experts in sports surface development and testing. They are fully accredited and certify for FIFA, World Rugby, and Fédération Internationale de Hockey.

4.6.7. During construction, the STC will visit your site and complete Key Stage Inspections (KSI) to ensure the construction of your pitch is to a high standard and meets the Framework requirements. The Supplier cannot move on to the next stage of construction until it has successfully passed the KSI.



4.7. Stage 6: Handover

- 4.7.1. This is the really exciting stage when your new pitch is handed over to you and play can begin.
- 4.7.2. At or just prior to the handover date, the STC will undertake quality tests and certify the pitch can be placed on the FIFA register as an approved FIFA-standard facility. They will also undertake final checks to ensure that the floodlight installation meets the required performance standards and do their own initial snagging inspection.
- 4.7.3. On handover day, the FMC will arrange a site meeting with the Project Team. The FMC will inspect the pitch and list any 'snagging' items to be rectified under the terms of the contract. You'll also be shown how to maintain your pitch using your new maintenance equipment provided as part of the Framework.
- 4.7.4. During the meeting the Operation and Maintenance Manual and Health & Safety File will be provided to you for future reference on all the construction, product and maintenance details.
- 4.7.5. At the end of the meeting the FMC will ask you for feedback on the framework process so that any lessons can be fed back to the Framework Alliance members to help with continuous improvement. You'll also be asked to provide a score against various success measures as part of the Supplier performance management process.
- 4.7.6. Once all the tests and checks are complete, the FMC will issue a Practical Completion Certificate which brings the construction phase to an end and possession of the site will pass into your control so that the pitch can be used.
- 4.7.7. You'll then be able to plan your opening event to showcase your fantastic new facility.



4.8. Stage 7: Defects Period

- 4.8.1. This stage lasts for 12 months following handover. During this time, if your new pitch shows any defects you should notify the FMC, who will record it on a defects list. If the issue needs urgent attention, they will arrange for the Supplier to attend site and fix it. If not urgent, the defects list will be addressed at the end of the period.
- 4.8.2. Whilst you'll be responsible for the daily/weekly maintenance of your pitch, as part of the Framework, the Supplier will return to your pitch six times in the first year to undertake more detailed maintenance procedures. After this first year, you'll be responsible for ensuring your pitch has a robust maintenance programme in place.
- 4.8.3. You'll retain 1.5% of the Contract Sum for this 12-month period to ensure the Supplier returns to remedy any defects promptly. At the end of this stage, the STC will do their final performance test and the FMC will return to carry out an inspection so they can issue the final making good of defects certificate. At this time the FMC will also certify that the 1.5% retention sum can be released. You'll receive a final supplier invoice for this amount.
- 4.8.4. The Supplier will continue to visit every six months for a further three years to inspect the pitch and provide written reports on its condition. This advice will help you maintain the high quality of your pitch and ensure ongoing compliance with the grant award conditions.

5. Access to the Framework

5.1. Definitions

- 5.1.1. Organisations who may access this Framework are defined as follows: -

The "Client" – The Authority referred to as the "Contracting Authority" in the Contract Notice, i.e. The Football Foundation



“Additional Client” – Any other Authority wishing to access this Framework

5.2. The Client

5.2.1. The Client as named in the Framework Alliance Contract is: -

Organisation	Lead Contact	Email Address	Telephone
The Football Foundation	Chris Barry	chris.barry@footballfoundation.org.uk	07894 692027

5.2.2. The Client is also fulfilling the role of “Alliance Manager” under the Framework.

5.3. Additional Clients

5.3.1. In addition to the above, the following groups of organisations may also access the framework, having been named in the initial Contract Notice: -

- The Football Foundation;
- The Football Association;
- Applicants for Awards to Sport England;
- English Sports Council;
- Community Sports Clubs;
- National Governing Bodies (of Sport) and their Applicants;
- Central Government Bodies;
- Sports Councils;



- Local Authorities (England and Wales);
- Education Bodies in the UK (Including Maintained Schools, Academies, Free Schools, University Technical Colleges, Further & Higher Education Establishments).

5.4. The Framework Agreement

5.4.1. When an “Additional Client” joins the Framework, they will be provided with all the Framework Documentation to enable them to conduct an award procedure. The Framework contains a series of “Schedules” which are briefly described below:-

Part	Description
ACA Framework Alliance Contract, FAC-1	The Framework Agreement that the AGP Supplier(s) is required to enter into.
Schedule 1	Sets out the key objectives, success measures and targets and incentives of the Alliance Members in relation to the Framework Programme.
Part 1 – Objectives	
Part 2 – Success Measures & Targets	
Part 3 – Incentives	
Schedule 2 – Timetable	Sets out a description of proposed "Alliance Activities" for each Alliance Member.
Schedule 3 – Risk Register	Sets out the potential Framework Risks and the likely impact on the overall Framework Programme.
Schedule 4	Sets out details relating to the award of work under the Framework by both the “Direct Award” Procedure and “Competitive Award” Procedure.
Part 1 – Direct Award Procedure	
Part 2 – Competitive Award Procedure	
Schedule 5 – Template Documents	

Part	Description
Part 1 – Call-Off Contracts	Template documents for concluding award procedures including specifications, policies and procedures and call-off contracts.
Part 2 – Employer’s Requirements	
Part 3 – Project Brief	
Part 4a – Price Framework (AGP)	
Part 4b – Price Framework (FMC/STC)	
Schedule 6	Sets out specific additional terms to be included in the Framework Agreement.
Part 1 – Legal Requirements	
Part 2 – Special Terms	
Schedule 7 – Change Control Procedure	Details relating to how changes will be dealt with.
Schedule 8 – Framework Brief	Describes the way in which the Framework operates, and the scope of works and services required for the AGP Supplier, the Framework Managing Consultant (FMC) and the Specialist Testing Consultant (STC).
Schedule 9 – Framework Proposals	The Framework Operator’s response to the tender containing their quality tender response and their Framework Rates.

5.4.2. The Framework Agreement and Schedules are provided in Appendix A – The Framework Alliance Contract.

5.4.3. Schedule 9 – Framework Proposals contains the tender response from the successful tenderers. This includes their qualitative response and their completed Price Framework. This information is commercially sensitive and as such does not sit directly within FAC-1, which is executed by all the Alliance Members. This is referred to as a “Restricted Document” and is held solely by the Client and each Alliance Member individually. In addition, the Client shall grant access to the Restricted Documents to the FMC for the purpose of enabling benchmarking of tenders against the “Framework Rates”.



5.5. Joining the Framework

- 5.5.1. In order for an “Additional Client” to use the Framework, they must sign a “Joining Agreement”. The “Additional Client” is required to join the Framework Alliance Contract, FAC-1 prior to conducting a “Competitive Award Procedure” and will not be permitted to do so, until the Agreement has been signed.
- 5.5.2. The Joining Agreement shall last for the period that the “Additional Client” is engaged with an AGP Supplier, which shall include up to the end of the Defects Liability Period. The appointment shall continue until the expiry of the Framework. However, this does not apply to Project call-off contracts entered into between the Additional Client and an AGP Supplier, where these shall exist until the “Notification of Completion of Making Good Defects” and the “Final Statement”.
- 5.5.3. All “Alliance Members” are required to sign the Joining Agreement, which includes the Client, FMC, STC and the AGP Suppliers. However, the Alliance Members have collectively conferred their obligations to the Client (Football Foundation), by Power of Attorney thereby making it simpler for an “Additional Client” to join the Framework as the only signatories to the Agreement are the Football Foundation and the Additional Client.
- 5.5.4. The signing of the Joining Agreement can be done electronically, using Adobe Sign or similar.
- 5.5.5. A template of the Joining Agreement is provided in Appendix B – Joining Agreement.



6. Added Value

6.1. Introduction

- 6.1.1. The Football Foundation is committed to ensuring that this Framework delivers “Added Value”. It’s a principal objective of the Foundation to ensure the Framework delivers better outcomes for its applicants and others accessing the framework and to demonstrate continuous improvement.
- 6.1.2. The Football Foundation has chosen the Framework Alliance Contract (FAC-1) because it promotes collaborative working and encourages all parties to focus on “improving value”. This section outlines some of the key features intended to deliver “Added Value”, both to the Football Foundation and those accessing it.

6.2. Improved Value

- 6.2.1. Clause 2.2 of the Framework Alliance Contract states:-

“Each Alliance Member, within the scope of its agreed roles, expertise and responsibilities, shall investigate and submit for Core Group approval proposals for Supply Chain Collaboration and/or other Alliance Activities intended to achieve Improved Value consistent with the Objectives.”

- 6.2.2. Clause 6 of the Framework Alliance Contract relates to “Supply Chain Collaboration” and further describes how “Improved Value” can be realised on the Framework.
- 6.2.3. The Football Foundation is committed to achieving “Improved Value” throughout the framework which will ultimately benefit those accessing the framework. This will be managed through a series of “Alliance Activities” which include the following:-



- Harmonisation of prices – To ensure a consistent approach for users of the framework, the Football Foundation will be working with its Alliance Members to streamline the cost of pre-construction activities so that users receive a consistent service at the same price across all AGP Suppliers;
- *Supply Chain Harmonisation* – At present, each AGP Supplier will have its own supply chain for certain specialist aspects of delivery. It's intended that all AGP Suppliers will collaborate and undertake collective procurement of specialist supply chain partners with the intention of securing lower rates, through volume purchase and better consistency of product. This is likely for such elements as floodlighting, fencing and sports equipment;
- *Recycling of Old AGPs* – Environmental concerns around the use of plastics and microplastics means that it's important to ensure the disposal of surfaces does not negatively impact on the environment. As a result, the AGP Suppliers are working together to find a solution to ensure removed plastics are properly recycled and not sent to landfill. This is likely to take the form of a collaborative single source route to recycling;
- *Minimise the use of Microplastics* – Due to legislative changes, it's possible that microplastics could be prohibited sometime in the future. As a result, whilst each individual organisation is already looking at solutions, it's envisaged the collective input of all partners will be better in finding solutions to this potential problem.

6.2.4. The Alliance Members will be meeting quarterly to review the progress of these “Alliance Activities”. The outputs of these activities will result in “Improved Value” for those using the Framework.

6.3. Social Value

6.3.1. Each AGP Supplier has made commitments in respect of social value, under The Public Services (Social Value) Act 2012. This includes the following:-



- Training & Employment – A commitment to recruit, train and develop apprentices, both directly within their production facilities and also through their on-site supply chains;
- Local SMEs – A commitment through the framework to use local SME supply chains and ensure a mobile workforce spends their time and money within the areas in they will be working to contribute to local economies;
- Environmental Considerations – A commitment to act responsibly within communities in which they work, by reducing travel, ensuring efficient working practices and sourcing local materials.

6.3.2. Each AGP Supplier's commitment to Social Value will be monitored through the "Success Measures & Targets" set out in the Framework Alliance Contract, at Schedule 1: Objectives, Success Measures and Targets and Incentives;



7. Frequently Asked Questions

7.1. Before being awarded a grant, what is my risk?

The Foundation requires a good level of certainty that a project can be delivered before it commits to awarding a grant. Each project requires cost certainty and planning approval and there are obviously costs involved in getting to this stage.

In order to share the risk of this the Foundation has committed to covering the costs of the base surveys and the FMC services up to and including Stage 4. Your share of the risk is the cost of the Suppliers Pre-Construction Services. This incorporates the development of the design and the planning application stage which may include any additional surveys required by the LPA, such as Ecology or Noise Impact surveys which are very much site-dependant.

7.2. What happens if I decide not to continue with the project pre-contract?

If, through circumstances within your control, you decide not to continue with the project part way through the process, the Foundation reserves the right to seek reimbursement of any costs it has incurred. If your decision relates to circumstances that are beyond your control, the Foundation will not seek any recompense.

7.3. How do we guarantee Best Value?

The Framework has been procured via a competitive OJEU compliant process and ways in which value for money has been achieved include:



- FMC and STC are single provider frameworks that were procured based on an “all market” compliant tender process and the resulting fee levels are fixed at very competitive levels which are far lower than if procuring individual consultants for each project;
- Supplier Frameworks were also procured via an “all market” competitive tender process and the six suppliers were all selected on a MEAT basis;
- All projects will go through a first stage competitive mini tender process with all six suppliers invited to tender for each project, so the resulting first stage tenders will be competitive, whilst also covering all known risks;
- During the Stage 2 tender process, the FMC will work closely with the preferred supplier to identify any potential savings against the GMP at Stage 1. Savings will be shared 50:50, but in the event that the costs increase, the additional costs will be borne by the supplier;
- Performance Incentivisation (explained below).

The Framework contract utilises two incentivisation schemes to ensure the suppliers perform to the highest standards and seek the most cost-effective design solutions.

Scheme #1 is a process of value engineering with a shared pain/gain mechanism (with incentivisation) to manage the difference between the guaranteed maximum price (GMP) and the contract sum referred to in the particular project contract.

The GMP shall not be exceeded during the design development stage so that any cost overruns shall be borne completely by the Supplier (save for any client changes or agreed "provisional" items). If the actual contract sum for the project is less than the GMP, any such cost savings will be shared 50:50 between Supplier and Applicant. The saving will also be reflected in an adjustment to the Foundation Grant Award on a pro-rata basis.



Scheme #2 allows for 3% of the contract sum to be held in an 'Incentive Pot' until completion of the relevant works or services. This will be released on agreement of Final Account and only on satisfactory achievement of the set “Qualifying Success Measures”, which are:

- Quality of Completed Facility;
- Time Predictability (Construction Period);
- Cost Predictability (Contract Sum/Final Account);
- End User Satisfaction.

For each success measure that is passed by the supplier within three months of Practical Completion, 0.75% of the incentivisation pot will be released. If any measure is failed, 0.75% of the incentivisation pot will be deducted from the final account.

7.4. What if there is a disagreement with the Supplier?

In the spirit and ethos of the Framework, any contractual matters such as delays, variations or claims will be dealt with via discussion and agreement between the parties. A formal contractual approach will only be taken in the unlikely event that a formal dispute arises.

Appendix A

The Framework Alliance Contract

Appendix B

Form of Joining Agreement

Appendix C

AGP Framework Delivery Process

Appendix D

Guide to Pricing, Payment and the Pain/Gain Mechanism