

# **FM PROCUREMENT**Specification Writing Guide

By: Alison Walsh

© Gardiner & Theobald LLP - 2018



# **CONTENTS**

Introduction to G&T	3
Purpose of the Knowledge Paper	4
What is a Specification?	4
Inputs, Outputs and Outcomes	5
Blending Outputs and Inputs	7
Specification impact on Risk Transfer	8
Other Key Principles to Consider when Writing a Specification	9
Use of Standards	9
Service Levels	9
Language	10
Ease of Navigation and Clarity	11
Do's and Don'ts	11
Further Information or Support	12







G&T is an independent construction and property consultancy working across all sectors of the built environment.

We focus on minimising risk and creating opportunities to maximise the value of our clients' developments and property assets. We deliver Project Leadership, Commercial Success, Construction Excellence and Specialist Consultancy, working across all sectors of the built environment.

#### PROJECT LEADERSHIP

- Project Management
- Portfolio & Programme Management
- Programme & Project Controls
- Development Management

#### COMMERCIAL SUCCESS

- Cost Planning
- Cost Management
- Life Cycle Costing

#### **CONSTRUCTION EXCELLENCE**

- BIM
- Construction Management
- Contract Administration
- Employer's Agent
- Principal Designer & CDM Consultancy

### SPECIALIST CONSULTANCY

- Construction & Property Tax Advice
- **Development Monitoring**
- Dispute Resolution & Expert Witness
- Strategic Asset & FM Consultancy
- Procurement
- Supply Chain Management
- Sustainability

#### **CONTACT DETAILS**

Alison Walsh Partner

Gardiner & Theobald LLP 10 South Crescent London WC1E 7BD

t: +44 (0)20 7209 4378 e: a.walsh@gardiner.com

"Alison is a specialist in strategic FM procurement and public sector change programmes"





# PURPOSE OF THIS KNOWLEDGE **PAPER**

This guide is intended to provide assistance in how to write a clear and unambiguous specification for FM services. It includes a discussion about the differences between outcomes, outputs and inputs, with examples (and when to use these concepts), guidance about the principles to follow when writing a specification and some "Do's and Don'ts". It is also designed to help writers avoid these common pitfalls:

- Ambiguity if a specification is not clear its requirements can't be delivered
- Including functionality that can't be achieved, eg spotlessly clean at all times - is this feasible?
- Incomplete
- Vague and unspecific how can this be priced?
- Inconsistent or contradictory
- Disorganised and difficult to navigate
- Not up-to-date, eg in terms of technical standards

#### WHAT IS A SPECIFICATION?

The specification is a key element of a contract for FM services, providing a statement of the operational requirements of the client. Its purpose is to provide a clear, accurate and full description of the services to be delivered and to ensure that both the client and the supplier have a common and agreed understanding of the service requirements. At the point of tendering, a good specification also allows bidders to price the requirement accurately with minimal risk pricing.

There are various definitions of the term 'specification' in circulation, but we would suggest that it is best defined as:

A statement of the particular requirements to be satisfied, the essential characteristics that a customer requires and the standards to be met all of which a supplier must deliver.



## INPUTS, OUTPUTS AND OUTCOMES

The terms input, output and outcome are commonly used in describing the nature of a specification. But what do these terms mean and how can they be used?

The diagram below at Figure 1 shows how inputs, outputs and outcomes can be used together when creating a specification.

Figure 1



#### **OUTCOMES**

The terms output and outcome are sometimes used inter-changeably when describing specifications, but what do they mean and when should they be used?

There is a difference with outcomes being best described as the high-level, strategic vision and aspirations that a client has for the service that is being described.

Examples of strategic outcomes in FM might be:

- An efficient and productive workplace
- A safe and secure workplace in which people can work without fear of threat
- The appointment of a supplier who shares our core values, has a strong customer focus, is able to work collaboratively with us, deliver innovative service solutions and positively embrace continuous improvement

As can be seen from the examples above, as outcomes are aspirational, they are also subjective and therefore difficult to measure. For this reason, the term outcome should not be used when describing a specification.



#### **OUTPUTS**

Specifications written to meet the strategic outcomes can be output or input based, or as described later a combination of both and clients should be aware of the implications of all three approaches when deciding which to

Output based specifications set out what the supplier is required to deliver (eg maintenance of fire systems, cleaning of classrooms) but not the way in which the services will be delivered. The "how" is left up to the supplier, recognising that the supplier is the expert in the field.

Output specifications should focus on what is to be achieved, rather than describing the way it is to be achieved.

It means the responsibility for ensuring that the solution meets the requirement rests with the supplier rather than the client. Whilst this means that the client has lost a degree of control over the way in which a service is delivered, does this matter if the solution meets all the client's requirements and is delivered to the standard specified?

"Specifying the requirements in terms of outputs will challenge suppliers to use their skills to develop smart, creative, innovative solutions and think carefully about the ways of delivering services rather than simply continuing with past methods."



#### **INPUTS**

Input specifications are prescriptive and tell the supplier what must be carried out; they might include prescription of any of the inputs illustrated in Figure 1, but will typically set out the resources to be provided (eg two cleaners from 09.00 to 17.00 on weekdays) and/or precise details of how tasks must be delivered (eg the technical details of maintenance tasks to be undertaken and their frequencies).

In limited cases, there will be a justification to use an input and where it will be appropriate to specify particular ways of working.



An example of this would be specifying the requirement for a supplier to provide a member of staff as a receptionist at a particular location from Monday - Friday between 09:00 and 17:00. In this instance, this is a necessary use of an input to make sure a supplier understands the specific requirement to be delivered (and is able to provide a price for doing this).

However, if the specification was to go on to set out a prescriptive list of tasks to be carried out in specific ways and at prescribed times of the day, then this risks being too rigid and there is a risk that although suppliers meet the specified requirement they fail to achieve the necessary standard of service. Use of input specifications also risks curtailing the ability of suppliers to use their expert knowledge to devise their own innovative solutions for the delivery of services.



#### **BLENDING OUTPUTS AND INPUTS**

Best practice specification writing should be considered as a blended approach, making use of a continuum, with prescription using inputs at one end and outputs at the other end. If this approach is adopted, each service being specified could be considered to sit at a different point on this continuum depending on the nature and criticality of the service to each client.

If we are to consider the example of reception services further, the different approaches could look like this.

- a) A pure output specification might set out a requirement simply to provide a customer friendly visitor management service to respond to the needs of visitors at appropriate times. A supplier could meet this output by providing an automated, self-service reception service - this is how a number of hotel chains currently deliver this service. Alternatively, the provision of one or more members of staff to deliver the service would also meet the output. If a client is truly open-minded about how requirements are delivered this could be an effective approach; it would be likely to invite a range of different solutions at different prices and for varying durations.
- Alternatively, if the client wants to specify that they require a dedicated receptionist to b) perform this service, this moves the specification along the scale towards prescription. At this stage on the continuum, this particular requirement is written as an input, but the activities to be delivered by the receptionist can still be written as outputs. These might include requirements to:
  - Provide all visitors with access passes on arrival
  - Ensure that no visitors are given access to the premises without a client host
  - To contact client hosts within five minutes of visitor arrival
  - To respond to basic health & safety incidents

This blend of outputs and inputs might be the best of both worlds for many clients.

c) A pure input specification would stipulate the hours of cover and the number of receptionists. It would also provide a set of detailed Standard Operating Procedures describing exactly what the receptionist has to do throughout the day. Whilst this has the potential to be very clear and easy to price, there is no longer any scope for innovation and if the Standard Operating Procedures omit any required activities or prove impractical to deliver, then the client rather than the supplier finds themselves addressing any problems that arise.





Whilst it should be considered best practice to use output specifications, the reality is that specifications are rarely if ever based only on pure outputs, as there are always some elements of prescription required to 'frame' the service outputs. It should therefore be considered that in reality a good FM specification will incorporate a range of approaches on the continuum to best reflect each client's particular requirements.

#### SPECIFICATION IMPACT ON RISK TRANSFER

The concepts of input and output based specifications and the resulting impact on risk apportionment are illustrated in the two graphics below.

Figure 2 – An Input Approach

PREDOMINANTLY INPUT BASED SPECIFICATION APPROACH				
OUTPUTS	INPUTS	PERFORMANCE	RISK	
Client Defined CLIENT Defined	Input Measures	SUPPLIER		
	Output Measures	CLIENT		
	Cost Measures	CLIENT		

Figure 3 – An Output Approach

PREDOMINANTLY OUTPUT BASED SPECIFICATION APPROACH				
OUTPUTS	INPUTS	PERFORMANCE	RISK	
Client Defined SUPPLIER Defined	Input Measures	SUPPLIER		
	Output Measures	SUPPLIER		
	Cost Measures	SUPPLIER		

Except in limited cases where there is an imperative to dictate the solution, eg a prescription of time that a service can be delivered to avoid business disruption, we would suggest avoiding using inputs to specify services as far as possible.

For further information on risk transfer in relation to price, please refer to our knowledge paper FM Procurement - Pricing Strategies.



### OTHER KEY PRINCIPLES TO CONSIDER WHEN WRITING A SPECIFICATION

#### **USE OF STANDARDS**

Many FM specifications include an obligation to comply with 'good industry practice' and whilst this is a useful guide, it is not specific and may prove difficult to enforce. In order to clarify the requirements of the client, the standards to be met by the supplier should be set out in the specification and may include the types of standard listed below. Specification writers should take care to set out only those standards that are relevant, current and applicable, and should avoid blanket adherence to as many standards as they can think of.

Set out below are some examples of standards that might be used:

- Client specific maintenance and/or other standards
- SFG 20 (Standard Maintenance Specification for Building Services). This is published and maintained by the Building and Engineering Services Association and is recognised as the industry standard for maintaining, managing or specifying the maintenance of building services
- Cleaning standards published by the British Institute of Cleaning Science (BICSc)
- Specific and relevant British Standards (or equivalent)
- Approved Codes of Practice published by the HSE

There is no need for specification writers to list applicable pieces of legislation or to set out the content of individual British Standards since these are publicly available and are also subject to change. There is also the inevitable risk that any list is incomplete, thus placing risk on the client rather than suppliers. In the specifications, writers should refer simply to "Legislation" and "British Standards (or equivalent)" and rely on the Terms & Conditions of the contract to define these terms.

#### **SERVICE LEVELS**

Service requirements, service standards and service levels can often become confused. The specification is the correct place to define the service requirements (what you want the supplier to do) and the service standards (the standard to be met by the supplier). However, although service levels are of course, very closely linked to these, their purpose is to define how well the service is performed and are best set out in a separate performance schedule or performance mechanism.

Returning to the example of the reception service, the required service levels could be:

- No queues of visitors of more than three people at any time (hard to measure other than occasional audit) and/or
- Visitor satisfaction (measured by a smiley face terminal at the reception desk)

Service levels, such as those above, should be measured by SMART Key Performance Indicators within a performance mechanism. Please refer to our knowledge paper 'FM Procurement -Contract Performance Provisions' for more detailed guidance on writing SMART FM KPIs.





### **LANGUAGE**

Some examples of the pitfalls of using imprecise language that may occur when drafting a specification are set out below.

- "Thought needs to be given to" but what is the supplier required to do?
- "You need to break into the circuit in various locations" how many locations, where and for what reason?
- "Some out of hours testing" how much? When?
- "Is expected to be" but what happens if not delivered as expected? Is this expressing a requirement or a desire?
- "Should" or "May" appears to leave it open to the supplier to decide whether they will do something or not. A supplier may say "I should have done this but I elected not to"
- "There is an emphasis being placed on the supplier" does this oblige the supplier to deliver a specific requirement or not?
- "The Supplier should be aware that..." the supplier may be very aware but do nothing. What are they required to do?

The clearest convention to be used by specification writers is to state that "the supplier shall....." Some examples are provided below:

POOR DRAFTING	GOOD PRACTICE
Total shutdown for the mains supply testing requires forward planning and extensive notification to the building occupiers.	The Supplier shall prepare a forward programme and submit this to the Authority for approval no less than 10 working days prior to undertaking mains supply testing. Following authorisation by the Authority, the Supplier shall give no less than 5 working days' notice to building occupiers of the shutdown.
Sharps waste should be placed in a clinical sharps receptacle provided by the Authority for disposal.	The Supplier shall place all discarded sharps found on the premises in a clinical sharps receptacle provided by the Authority.

In addition, writers should:

- Use simple language and avoid jargon
- Define terms, symbols and acronyms
- Be as concise as possible while keeping the meaning clear
- State the requirement completely, clearly, concisely, logically and unambiguously



#### EASE OF NAVIGATION AND CLARITY

Sometimes specifications can become lengthy, over-complex and repetitive, making them difficult to understand. FM specifications should contain enough information for bidders to determine well thought through solutions and to cost these accurately and specification writers should:

- Include clear numbering and headings
- Group like requirements together
- Avoid duplication by stating each requirement once only
- Write clearly and concisely

### DO'S & DON'TS

In addition to the guidance above, specification writers should take note of the lists of Do's and Don'ts below.

#### DO

Only include relevant information.

Where a British Standard is referenced, use the words "British Standard 1234 or equivalent". In a public sector procurement or in a multicountry procurement, this helps to make sure there is a fair competition.

Remember the importance of giving all readers a fair and equal chance of success by providing sufficient, accurate information to allow all bidders to understand the requirements (not iust the incumbents).

Take into account all relevant stakeholder needs (not just those that the writer might be aware of).

Include timing constraints where they exist (ea maintenance can be carried out between the following hours)

Avoid 'hard wiring' current practice, but allow flexibility for innovation and change which still meets your key requirements.

Simply take specification text from a previous contract and insert it unchanged. If you wish to use previous drafting, review it very carefully for relevance and tailor it accordingly.

Write the specification in such a way as to appear to give favour to one supplier over another.

Deviate from the scope agreed for the procurement. This might be particularly important where a client has a range of FM contracts and does not wish to create duplication or grey areas.

Never refer to brand names, sources or processes (e.g. "Johnson cleaning wax") that may favour one supplier over another.

Over-specify requirements. The specification should set out the business needs of the client, not the desires or aspirations of writers.

Be overly prescriptive about requirements if there are other equally valid solutions (unless there are very good business reasons).

Include wording that may directly or indirectly discriminate in favour of or against any supplier as this is illegal in a public sector procurement and may not achieve value for money.



# FOR FURTHER INFORMATION OR SUPPORT

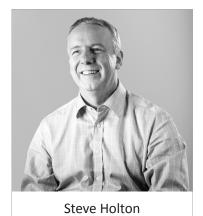


Gavin Ogg Lead Partner Strategic Asset & FM Consultancy 07786 251 510

g.ogg@gardiner.com



Alison Walsh Partner Strategic Asset & FM Consultancy 07786 251 520 a.walsh@gardiner.com



Partner Strategic Asset & FM Consultancy 07824 375 184 <u>s.holton@gardiner.com</u>



**GARDINER & THEOBALD LLP** 10 South Crescent, London, WC1E 7BD gardiner.com

G&T KNOWLEDGE PAPER - FM PROCUREMENT - SPECIFICATION WRITING GUIDE 2018