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HMRC Standard Goods and Services Model Contract



**SCHEDULE 2.1 (SERVICES DESCRIPTION)**

**INLAND BORDER FACILITIES (IBF)**

**ENDURING SITE OPERATOR**

**(01/09/2022)**

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**1. INTRODUCTION**

- 1.1.** Following the UK's exit from the European Union His Majesty's Revenue and Customs ("HMRC" or the "Authority") established Inland Border Facilities (IBF) on behalf of HMG to supplement port capacity for carrying out a range of border readiness activities, including document processing for inbound and outbound border readiness customs checks. The existing IBF Sites have been operational since 31 December 2020 to support the UK transition from the EU and to support an initial proof of concept. The services to date have been provided on a disaggregated basis by several third-party service contracts.
- 1.2.** The IBF Sites include offices, parking spaces for Vehicles, inspection facilities, and locations for temporary storage of goods. IBF Sites are required to be operational 24 hours, seven (7) days a week, 365/366 days a year. The volume of Site Users using an IBF Site is to be driven by daily demand, the times of arrival cannot be accurately known in advance as Site Users aren't currently required to confirm attendance before arrival, however the Authority does have historical throughput data to support future resource modelling.
- 1.3.** The Authority's ambition is to bring all Services under a single operator for the IBF Sites (Sevington, Holyhead and potentially additional IBF Sites to be confirmed). The Supplier's Services provision under this Agreement shall be for all IBF Sites, with a concurrent go-live date (to be mobilised and fully operational) for Holyhead and Sevington on a future date to be confirmed, anticipated to be in Q1 of calendar year 2023.
- 1.4.** This is a national contract and the Supplier is required to service all IBF Sites.
- 1.5.** The Authority may, at its discretion, require the provision of the scoping, design, Mobilisation and Operational Services by the Supplier to Additional IBF Sites; and/or the cessation of the scoping, design, Mobilisation and live Services to any existing IBF Site(s).
- 1.6.** The Authority has developed the use of a public facing online digital service, which includes an online application. The app improves site-to-site coordination and gives Site Users the option to pre-notify the Supplier/the Authority of their intention to use a particular site.
- 1.7.** The IBF Sites have been designed to support completion of the following customs import and export activities, but not limited to:
- A. Common Transit Convention (CTC) movements including Office of Transit (this only covers examinations of transit documents and physical goods, not the Office of Transit function which is an automated process) and offices of departure/destination;
  - B. ATA Carnets (passports for goods);

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- C. CITES movements;
- D. examination checks for imports and exports;
- E. DEFRA SPS checks & prioritisation of goods;
- F. DfT border and compliance ready checks;
- G. BEIS compliance checks; and
- H. legally compliant movement and temporary storage of all goods.

**2. KEY OBJECTIVES AND AGREEMENT SCOPE**

- 2.1. The Supplier shall be responsible for managing the end-to-end services to deliver efficient processes on the IBF Sites. In carrying out the required duties the Supplier shall work with personnel from the Authority and Other Government Departments. For the avoidance of doubt, the Authority expects to be dealing on a day-to-day basis with the Supplier as a single entity, i.e. not with the Supplier's third party sub-contracted suppliers.
- 2.2. The Supplier will ensure that the following critical success factors (as a minimum) are addressed in the method of operation and resourcing strategies:
  - A. IBF Sites open and fully operational 24/7, 365/366 days throughout the year;
  - B. IBF Sites are operationally efficient to deliver optimal throughput and minimised driver dwell time;
  - C. resourcing strategies are balanced to optimise cost and service
  - D. the Supplier demonstrates innovation through technological development and continuous improvement;
  - E. IBF Sites are fully compliant to the OMPs, SOPs and Safe Systems of Work; and
  - F. the operation should have a focus on the end-to-end Site User experience.
- 2.3. The Supplier shall work with the Authority to increase the throughput volume of the IBF Sites and reduce the time spent on IBF Sites by Site Users wherever possible.
- 2.4. The Supplier is to ensure that there is a continual commitment to innovation to meet the evolving needs of the Authority. This can include, but is not limited to, the increased use of technology, automation, streamlining the compliance process, and site efficiency improvements.
- 2.5. The operation must be safe, secure and always comply with all legal requirements.



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**2.6.** The Supplier may be required, on a site by site basis, to work with Other Governments Departments and their suppliers to deliver joint objectives.

**2.7.** The Authority requires the Supplier to be flexible, and willing and able to adapt systems and procedures in the provision of the Goods and Services.

**2.8. Overarching legislative obligations and standards**

The Supplier shall comply with all applicable legislation, health and safety requirements, security standards and all relevant guidance and regulations to include but not be limited to:

Staff	<ul style="list-style-type: none"> <li>• Control of Substances Hazardous to Health (COSHH) and Health and Safety regulations</li> <li>• Health &amp; Safety at Work Act 1974</li> <li>• Approved Codes of Practice (ACoP)</li> <li>• Manual Handling Operations Regulations 1992 (as amended)</li> <li>• The Health and Safety at Work Regulations 1999</li> <li>• Provision and Use of Work Equipment Regulations 1998; and</li> <li>• Operations and Lifting Equipment Regulations 1998 (LOLER)</li> <li>• Immigration, Asylum and Nationality Act 2006</li> <li>• Multi stage fitness test (MSFT) or 'beep test' (in line with current National Police Standards)</li> <li>• SIA licenced and accredited individuals</li> <li>• English, as a minimum at Common European Framework of Reference (CEFR) B2 level</li> <li>• BPSS, CTC or SC security clearance (dependent on role)</li> </ul>
Welsh Language Act	<ul style="list-style-type: none"> <li>• Compliance with relevant Welsh Language Act in relation signage, written and verbal communication</li> </ul>
CAFM System	<ul style="list-style-type: none"> <li>• Standards of a Construction Operations Building information Exchange. Information</li> <li>• Uniclass 2015 and NRM3</li> <li>• Centre for Protection for National Infrastructure guidance</li> </ul>
Risk Assessments	<ul style="list-style-type: none"> <li>• COSHH 2002</li> <li>• Risk Management where requested by the Authority</li> <li>• PAS 1192-5 and any updates to this Standard</li> </ul>

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Quality Management System (“QMS”)	<ul style="list-style-type: none"> <li>• Quality Management System (or current edition)</li> <li>• UKAS accredited</li> <li>• Accredited to ISO 9001, Environmental 14001 and OHSAS 18001 standards.</li> </ul>
Storage	<ul style="list-style-type: none"> <li>• Applicable legal and/or regulatory requirements for storage of Goods, including hazardous (e.g. those containing lithium batteries)</li> </ul>

**3. SITE OPERATOR SERVICES****3.1. Role**

3.1.1. The Supplier shall be responsible for the provision and management of the end-to-end services, processes and general management and safety for all parties on the IBF Site. The Supplier is the custodian, developer and implementer of the Standard Operating Procedures (SOPs) for all IBF Sites and is responsible for providing compliance to the site-specific Operating Management Plans (OMP) and ensuring they are followed by all Site Users.

3.1.2. The Supplier is required to deliver the following six pillars:

- Site Operations
- Security Services
- Traffic Marshalling Services
- Inspection Services (including MHE operators)
- Hard and Soft FM Services
- Front office administration receipting documentation for processing by Border Force (currently out of scope, however, may be required during the Term, in which event the parties may agree a Contract Change in accordance with the Change Control Procedure).

3.1.3. The Supplier will be responsible for sourcing, managing, coordinating and rostering all IBF Site Personnel, and for the provision of all equipment, workwear, uniforms, RPE and PPE for all IBF Site Personnel for use on an IBF Site, excluding HMG personnel. All uniforms purchased shall be Supplier standard issue and meet Government Buying Standards for textiles.

3.1.4. The Operating Management Plan (OMP) for each IBF Site is designed to provide the Authority approved guidance to all personnel operating on the IBF Site. The IBF Site OMP, forms the essential elements intended to mitigate the risks associated with accepting, marshalling and departure of Vehicles and Site Users on IBF Sites. The Supplier shall work with the Authority to increase the throughput volume of the IBF Sites and reduce the time spent on IBF Sites by Site Users wherever possible.



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- 3.1.5. The operation must be safe, secure and always comply with all legal requirements. The Supplier shall comply with all applicable legislation, statutory requirements, health and safety requirements, security standards and all relevant guidance and regulations.
- 3.1.6. The Supplier shall ensure that no IBF Site Personnel undertake work at the IBF Site without confirmation of the following (right to work):
- individual is an employee of the Supplier;
  - individual is an employee of a Sub-contractor; and
  - individual has provided evidence of the right to work in the United Kingdom.
- 3.1.7. In line with the Immigration, Asylum and Nationality Act 2006, the Supplier is responsible for ensuring all Supplier Personnel are BPSS checked / SC checked in accordance with the requirements of the role (as relevant).
- 3.1.8. The Supplier shall ensure that the IBF Site can operate to the agreed maximum site capacity, safely, efficiently and effectively.
- 3.1.9. The volume of Site Users shall vary based on the IBF Site location, seasonality, country entry and exit timings, and a variety of other factors. The Authority is encouraging Site Users to utilise the Authority's app for attendance notification. However, use of the app is not mandatory and does not mean that the driver is committed to a designated time. The Supplier shall coordinate and manage all Site Users regardless of their use of the app.
- 3.2. Supplier Method of Operation**
- 3.2.1. The Supplier shall have responsibility for the daily operational role(s) in coordinating the Authority's activities on site. Ensuring the IBF Site is fully operational at all times to support the flow of Site Users and Vehicles though the IBF Site is safe, secure and as efficient as possible.
- 3.2.2. At the point of entry to the IBF Site the Supplier shall enable and monitor safe and secure access and parking for Vehicles and Site Users, providing professional guidance and information to all Site Users, contractors, Site Visitors and HMG personnel at all times. This shall include but be not limited to:
- Ensuring safe and secure access for full capacity during all operating hours - 24 hours per day, 365/ 366 day per year.
  - Ensuring only authorised individuals have access to the IBF Site and manage all issues arising.
  - Ensuring Site Users, HMG personnel and Site Visitors are provided with access to the site visitor rules and safety information.
  - Directing Site Users, contractors, Site Visitors and HMG personnel to the appropriate area on the IBF Site.
  - Maintaining IBF Site safety.

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- Completing the initial basic check of Vehicles.
- Updating the site incident log as appropriate - logging any incidents and/or issues that arise in the site incident log.
- Updating Senior Marshals of any risks, issues or incidents or notable occurrences e.g. Site Users arriving with minors / children.
- Reporting to Senior Marshals any incidents and/or issues that arise.
- Ensuring any Site Users arriving with hazardous and/or exempt goods are denied access to the IBF Site in line with the relevant Operational Management Plan (OMP).
- Coordinating the emergency services where required.
- All Site Users, contractors and Site Visitors are to be given site visitor rules on entry and must agree to follow them before being permitted to enter the IBF Site.

**3.3. Provision of Management Personnel**

3.3.1. The Supplier is always required to provide sufficient numbers and appropriately trained resource for the safe operation of the IBF Sites. The Supplier will report the current staffing position to the Authority on a weekly basis.

3.3.2. The Supplier is required to coordinate, roster and manage all personnel in the following functions.

Role	Personnel Provided By	Brief Description Of Role
Security Function	Supplier	Manage IBF Site entry and exit, initial vehicle safety inspections upon entry to site, monitoring Site User duration on IBF Site using automatic number plate recognition, escalate incidents to Supplier. The nominated senior security marshal, acts as Ground Commander and is deputy to the Supplier Duty Manager.
Traffic Marshal Function	Supplier	Safely direct traffic flow, direction of all Vehicles to nominated parking and ensuring Vehicles are safely parked, monitoring Site User duration on IBF Site. Escalate incidents to Supplier senior traffic marshal.
Front Office Function	The Authority	Support Site Users accurately complete documentation, input data into systems, payment collection, collect documents from Site Users, and manage complaints and Site User issues. Escalate incidents to Supplier Senior Front Office Manager.
Inspection Function	Supplier	To provide inspection support to the Authority for unloading and loading of Site Users Vehicles and goods. Focus on manual handling support using MHE and manual handling goods.
Pollution Control Function	Supplier	On-site pollution control team who are trained in pollution management, will aim to prevent any pollution incidents from occurring in the first place and contain pollutants if a spill occurs. For more information on the Pollution Control Function, please refer to the OMP Appendix - Q. Site Pollution Prevention Plan.
H&S Function	Supplier	Create and maintain IBF Site H&S processes and documentation including, but not limited to, Risk assessment, SSoW and RIDDOR log,
Facilities Management Function	Supplier	To provide the support essential to the Authority's core business activities. To deliver Hard and Soft FM services in line with the Authority's and industry standards and best practice processes. The services should be delivered to a high level and provide value for money, with a focus on the cleanliness of site, asset



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		availability, statutory compliance an adherence to codes of practice and legislation
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- 3.3.3. The Supplier General Manager shall be the most senior on-site representative of the Supplier. The Supplier General Manager shall act as liaison with the Authority, the Supplier and the Supplier Duty Manager. Their duties include but are not limited to:
- operational and contractual data collation and analysis;
  - analysis report creation for performance measures;
  - governance reporting meetings;
  - financial and contractual reporting measures; and
  - interface with the IBF Sites and other similar sites.
- 3.3.4. A Supplier Duty Manager role is required on-site 24 hours each day, 365/366 days a year. This role shall act as liaison with the Authority on-site nominated Personnel. Their duties include but are not limited to:
- daily on-site operational leadership;
  - co-ordination and management of Senior Marshals; and
  - responsibility as the incident control officer to ensure appropriate escalation in the event of emergencies and critical incidents. (For additional information refer to the OMP - Appendix F. Emergency Incident Response Plan and Appendix V Incident Response Cards).
- 3.3.5. The deputy to the Supplier Duty Manager shall be the on-site most senior security marshal/manager. For key responsibilities see Paragraph 8 (Security) below.
- 3.3.6. The Authority shall be provided the opportunity to take part in the interviews for all key senior roles within the Supplier's core service delivery team. The Supplier shall provide the Authority with the opportunity to feed into the final selection of the aforementioned roles.
- 3.3.7. The Supplier shall ensure that all Supplier, employed or managed personnel involved in the delivery of Services, have and maintain the relevant security compliance clearance in line with requirements set by the Authority in this Agreement.
- 3.3.8. Unless otherwise expressly agreed in writing by the Authority in advance, all security compliance checks, including standards/ training/ accreditations, must be completed prior to any Supplier Personnel undertaking activities on IBF Sites, including recruitment and training.
- 3.3.9. The Supplier is to provide full contact information for each shift's Supplier Duty Manager. The Authority must always be able to easily contact the on-duty Supplier Duty Manager throughout the Term.

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- 3.3.10. The Supplier shall ensure that all Supplier Personnel, employed or managed, provide evidence of their right to work in the United Kingdom in line with the Immigration, Asylum and Nationality Act 2006. The Supplier shall complete proof of identity checks, a Basic DBS Criminal Records Check, a three-year work history check and BPSS Verification for all Supplier Personnel. This process shall be completed as part of the recruitment process and prior to any training beginning. The cost of obtaining any such evidence shall be the responsibility of the Supplier.
- 3.3.11. The Supplier shall ensure that no Supplier Personnel shall undertake work without confirmation of the following (right to work):
- A. Individual is an employee of the Supplier;
  - B. Individual is an employee of a Sub-contractor;
  - C. Individual has provided evidence of the right to work in the United Kingdom in line with the Immigration, Asylum and Nationality Act 2006.
  - D. Individual is BPSS / CTC or SC checked in accordance with [National security vetting: clearance levels - GOV.UK \(www.gov.uk\)](http://www.gov.uk) and the requirements of the role;
  - E. Individual has attended a site induction; and
  - F. Individual has registered on-site attendance and wears suitable Supplier Visitor photographic identification and uniform.
  - G. Compliance always to Working Time Directive 2003/88/EC or similar legislation. GDPR legislation compliance shall always be maintained.
- 3.3.12. The Supplier will be responsible to ensure the relevant security level approval is completed for each role as specified below.

Role	Security clearance required
Senior Management	SC - Security Clearance
Operations Management	SC - Security Clearance
Finance Management	SC - Security Clearance
HR Management	SC - Security Clearance
Vehicle Inspection Management	SC - Security Clearance
Health & Safety Management	SC - Security Clearance
Security Function (All)	CTC - Counter Terrorism Check
Traffic Management Function (All)	CTC / BPSS (*decision pending by The Authority)
IT Support	CTC - Counter Terrorism Check
Front Office Administration	BPSS - Baseline Personnel Security Standard
Facilities Management (FM) Operators	BPSS - Baseline Personnel Security Standard
Pollution Control Management	BPSS - Baseline Personnel Security Standard
Training Coordinator	BPSS - Baseline Personnel Security Standard
Admin / Data Input	BPSS - Baseline Personnel Security Standard



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Should a new role be introduced which is not described below then agreement should be requested for the appropriate security clearance level for that role and the table updated accordingly through the change request process.

**3.4. Personnel Management on IBF Site(s)**

- 3.4.1. The Supplier is required to work with the Authority to ensure sufficient personnel are deployed to deliver the required Services at all times (including all planned and unplanned demands) and any future expansion of the required Services.
- 3.4.2. The Supplier's Personnel are to comply with all aspects of the Agreement, including, but not limited to, the IBF Site's Operational Management Plan (OMP) and the Personnel Training Plan Appendix to the OMP.
- 3.4.3. The recruitment, payment and HR administration, of Authority Personnel is the responsibility of the Authority.
- 3.4.4. The Supplier shall provide an induction programme for all Supplier Personnel, employed or managed, and for any relevant Authority Personnel and shall participate in any relevant Authority induction programme. The Supplier's induction programme for Supplier Personnel shall be developed in accordance with the Authority's current policy and procedures, the content and style of delivery for which shall be approved by the Authority on an annual basis (and at any time when circumstances change). The Supplier shall ensure all new Supplier Personnel, employed or managed and Authority Personnel involved in delivering the Services undertake the relevant components of the induction programme prior to commencement of work at the IBF Site.
- 3.4.5. The Supplier is to ensure that all Supplier Personnel on the IBF Site comply with required standards, training and accreditation prior to taking an active role performing Services on the IBF Sites - unless otherwise expressly agreed in writing with the Authority in advance. This requirement includes all Supplier employed or managed Personnel but excludes HMG personnel, less site induction training.
- 3.4.6. The Supplier shall maintain a live record of training for all personnel on site. The Supplier shall submit to the Authority, at least quarterly, an up to date training rostered matrix for each year identifying the training which has taken place, the training due to take place, as well as the in-date training of each member of Personnel. The Supplier shall respond to any data requests from the authority or other regulatory bodies for training matrix data within 48 hours. For all new starters the Supplier will submit evidence to the authority that mandatory training has been completed prior to deployment to site.
- 3.4.7. The Supplier shall not allocate IBF Site Personnel duties outside of recognised skill sets. The Supplier shall ensure that all Supplier Personnel employed or managed are competent to undertake each assigned role and have been trained

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to prevailing legislation and industry recognised standards to undertake the tasks required.

- 3.4.8. The Supplier shall maintain secure, electronic, accurate detailed records and training records for all IBF Site Personnel. The Supplier shall maintain records of any training provided to the Authority Personnel. The details are to be provided to the Authority in the format agreed during Mobilisation. The Supplier shall provide a summary of the Supplier Personnel training to the Authority on a quarterly basis, and at such other periods as may be requested, for any Governance and Health and Safety meetings. GDPR compliance shall always be maintained.
- 3.4.9. All Supplier Personnel, employed or managed, are representing the Authority whilst in uniform. As such while on IBF Site, or traveling to and from the IBF Site, Supplier Personnel must always maintain high professional standards of behaviour and appearance. The Authority retains the right to refuse access to any IBF Site Personnel who fail to meet these professional standards. The Supplier's Personnel shall at all times be polite and professional to the Site Users, the public and other persons whilst on site or in uniform.
- 3.4.10. All IBF Site Personnel and Sub-contractors must conform to and uphold the Authority's policies and procedures in undertaking full duties and whilst on the IBF Site. This includes but is not limited to: behavioural standards, smoking policy and equal opportunities and diversity policy.
- 3.4.11. The Supplier shall investigate where any substantiated complaint is made against any individual Supplier Personnel, employed or managed, within one calendar month of the complaint being made. The Supplier shall take appropriate action to mitigate future reoccurrence and include the complaint and action taken in the monthly performance reports as required through the Agreement with the Authority.
- 3.4.12. The Supplier shall ensure that all IBF Site Personnel are medically fit for the work that they are required to undertake and are immediately removed from duty if under the influence of alcohol or drugs or other debilitating substances, or otherwise found to be unfit for work.
- 3.4.13. The Supplier shall have the capability to provide drug and alcohol testing as and when required in partnership with the Authority.
- 3.4.14. The Supplier shall ensure the Authority is continuously updated with the names of IBF Site Personnel, including all Sub-contractors and consultants, agencies and Personnel who are permanently allocated to the IBF Site. This shall be included in the event of any changes, by exception, within the monthly service review report.
- 3.4.15. The Authority shall retain the right (in its sole discretion) to refuse to accept any member of Supplier Personnel proposed (including but not limited to the



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senior Key Personnel), if in its opinion such member of personnel is/are not appropriate or otherwise not acceptable. In such circumstances, the Supplier shall promptly provide replacement Personnel at its own cost.

The Authority shall reserve the right to refuse access by any individual to the IBF Site or have any member of IBF Site Personnel removed from site without notice.

**3.5. Operational and Safety Equipment**

3.5.1. The Supplier shall ensure all appropriate equipment for IBF Site Personnel to carry out their assigned roles is in place and maintained this shall include but is not limited to:

- All MHE required to perform the service.
- PPE, RPE and Uniforms

3.5.2. The Supplier is responsible for the provision of all equipment, suitable workwear for all weather conditions, RPE and PPE for all Personnel for use on IBF Site as appropriate to their roles, excluding HMG personnel. The Supplier Personnel that are not required to wear a uniform or PPE must wear appropriate clothing including sensible, flat, closed-toed shoes.

3.5.3. All uniforms purchased shall meet Government Buying Standards for textiles. All marshal uniforms must make IBF Site Personnel and their specific roles easily identifiable even in adverse weather conditions.

3.5.4. All equipment used by IBF Site Personnel to carry out designated duties shall be provided by the Supplier and shall be Supplier standard issue. Regular equipment checks shall confirm this. Any equipment discovered not to conform to Supplier equipment standards during checks shall be safely and immediately disposed of.

3.5.5. The Supplier is expected to ensure IBF Site Personnel PPE is well maintained and recycled within the operation when IBF Site Personnel leave their positions and new starters join. The Supplier will work with the Authority to ensure recycling programmes are in place as part of the Suppliers green initiatives, supported by a commitment to re-use and recycle.

3.5.6. All IBF Site Personnel employed and managed, by the Supplier shall always maintain an appropriate appearance and wear the required uniforms and/or appropriate work wear (in line with the defined Standards). All IBF Site Personnel shall present a professional and welcoming image.

3.5.7. Approval of the uniforms and logos shall be sought by the Supplier from the Authority in advance of uniform manufacture during the Mobilisation period. This approval shall not be unreasonably withheld or delayed. Any changes to the agreed design of the uniforms must be approved by the Authority prior to implementation. The Supplier's Sub-contractors shall always be expected to wear the Supplier's uniforms whilst working at the IBF Site.

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- 3.5.8. The Supplier shall provide appropriate mobile communications devices to all Personnel as required in order to maintain proactive and responsive service standards.

**3.6. Staff Transportation Service**

- 3.6.1. Where there is deemed to be insufficient staff parking on a specific IBF Site then there may be a requirement for a staff transport service to be provided to bring staff to and from site, in which event the parties may agree a Contract Change in accordance with the Change Control Procedure.

**3.7. Systems and Access Rights**

- 3.7.1. The Authority is expecting the Supplier to implement the appropriate systems to support delivery of efficient and effective end to end site operations and resource management.
- 3.7.2. The Supplier shall provide the Authority with licence-free access to Supplier Systems implemented to support the IBF operational delivery Including but not limited to the systems as referred to within the sections below (i.e 4.8 through to 4.13).
- 3.7.3. The Supplier shall provide the Authority with access to real time site customer movement data in the form of Power BI applications, for the Authority to conduct its own independent trend and performance analysis.
- 3.7.4. Where third party workers are supplied by or on behalf of the Authority and such workers (i) are working at an IBF Site and (ii) require access to any IT system and/or software used by the Supplier in the provision of the Services, the Supplier shall ensure such third party workers are granted all the licences and access rights to such IT systems and/or software that are required for such workers to discharge their duties.
- 3.7.5. The Supplier must ensure the appropriate maintenance, service levels and business continuity processes are in place for all systems to support 24/7 operation.
- 3.7.6. The HMG operating model does not require the Supplier to have access or link any system to the Authority or HMG central IT systems, this position may change during the life of the Agreement, any such changes to be handled through the Change Control Procedure.

**3.8. IBF Site Operations Yard Management System**

- 3.8.1. The Supplier shall provide a site level yard management system to record vehicle movements through the operation to control the approved release of Vehicles



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from the IBF Site and for operational insights in order to drive continuous improvement.

- 3.8.2. The Supplier shall capture and record granular data reflecting the complexity of the end-to-end Site User journey across multiple activities, including but not exclusive to:
- Vehicle registration number (VRN) capture;
  - Vehicle arrival and movement via security and swim lane to assigned parking location;
  - Identification of reason for visit i.e. relevant agency (e.g. the Authority, Border Force, DfT, DEfRA) Vehicle parked location;
  - Front office metrics;
  - Paperwork start, completion and rejection times/duration, including notation of movement details (e.g. routing check);
  - Back office metrics;
  - Paperwork times/duration where back office action is required, including multiple hand-offs;
  - Inspection start, area, type and completion times/duration/outcome;
  - Held goods, temporary stored goods;
  - Parking charge process (once defined during the Term); and
  - Vehicle cleared to exit.
- 3.8.3. The Supplier shall provide The Authority and Service Recipients with licence free access to real-time data analytics for the end to end movements per vehicle listed at 3.8.2 above.
- 3.8.4. The Authority retains the right to inspect and assure all systems that contain data relating to operations on sites where this system is in place.
- 3.8.5. The Supplier shall provide the Authority with daily site level data analysis to support proposals to deliver continuous improvement opportunities.
- 3.8.6. Once a Consignment leaves the custody of the IBF Site, there is no requirement on the Supplier to maintain/update data relating to that Consignment. In accordance with data storage legislation the Supplier must retain data for the required amount of time irrespective of the termination date of the Agreement.
- 3.8.7. The Supplier must provide a regime for IT resilience testing and appropriate disaster recovery processes and plans in the event of an IT failure or cyber-attack to maintain operational continuity, to enable recovery within 24 hrs.
- 3.9. Time and Attendance System**
- 3.9.1. The Supplier shall implement an on-site T&A System providing secure, electronic, accurate detailed record of the hours worked by all Personnel in the provision of the Services, throughout the Term. The information shall be recorded and made available to the Authority at any reasonable time and is to include but is not limited to:

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- The name of the member of IBF Site Personnel attending;
- The role(s) being undertaken by the individual
- Actual attendance dates and times;

**3.10. Temporary Storage Control Database**

- 3.10.1. The Supplier shall develop an IT record keeping / inventory system referred to as 'temporary storage control database' in accordance with the Authority's specification.
- 3.10.2. The temporary storage control database shall, in accordance with Good Industry Practice, provide an auditable record of all held/seized/removed/destroyed goods from the IBF Site and agreed access or transfer of information to the Authority, in order to maintain the 'chain of custody' relating to the goods at all times.
- 3.10.3. The Supplier shall maintain a temporary storage control database of all goods stored on the IBF Site to give the Authority the real time ability at any time during the Term to determine precise location and status of goods at pallet level (e.g. goods in, goods out, held for longer term storage etc.).
- 3.10.4. The Authority retains the right to inspect and assure all systems that contain data relating to the goods being inspected or stored.
- 3.10.5. The Supplier shall record details in the temporary storage control database for all goods or samples which are or have been held or seized at the IBF Site. For the avoidance of doubt; this shall include taking an inventory of the contents of goods during the de-stuffing process this shall include but is not limited to;
- A. Consignment Reference number
  - B. Pallet Reference Number
  - C. Current Location
  - D. Date
  - E. Time
  - F. Vehicle Registration
  - G. Entry number
  - H. Condition of goods at the time of inspection
- 3.10.6. All information is to be held at Consignment level only (as appropriate). The Supplier shall at all times whilst Consignments are in the custody of the Supplier provide a unique identification number for each Consignment to the Authority.
- 3.10.7. Where poisonous or hazardous property are identified the Supplier shall ensure this is recorded on the temporary storage control database. The Supplier shall ensure that this information is clearly displayed in the temporary storage control database and acts as an alert to users of the contents of the Consignment.



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- 3.10.8. In the event that the Supplier is unable to repack the contents entirely into the original Vehicle and is therefore required to provide additional storage for overspill, the Supplier shall ensure that unique identification numbers for such contents may be readily cross-referenced to ensure the integrity of the original Consignments can be maintained.
- 3.10.9. The temporary storage control database i.e., IT hardware, not including any server/s, must be on site.
- 3.10.10. Where the Supplier is operating in an open area, the management of these areas and IT systems may be operated remotely to that area within a suitable building within close proximity to the open area / silo / storage tanks etc. and the arrangement has been specifically agreed by the Authority.
- 3.10.11. The Supplier must introduce and maintain a housekeeping and audit programme on the temporary storage control database in order to ensure that each Consignment and inventory record has been correctly identified and accounted for in order to avoid significant numbers of outstanding records. This shall include the correct record of movement within the IBF Site and/or the discharge of all transit movements into and out of the IBF Site.
- 3.10.12. The Supplier shall maintain records of all goods, including entry and removal documentation for four (4) years and these must be made available to the Authority as and when required at no additional charge. These records shall be electronically stored, with separate electronic backup storage. The Authority shall have access at any time free-of-charge to the data and the path to the data.
- 3.11. On Site Communication Systems**
- 3.11.1. The Supplier shall provide site wide telephony and WiFi systems to deliver their service model, systems and processes. Any existing fixed cabling/infrastructure utilised by the incumbent suppliers could remain at the request of the Authority.
- 3.11.2. The Supplier shall establish and continually manage full radio communication, including licencing requirements, to support IBF Site-wide needs, excluding Authority Personnel separate radio communications. The range of the radio communications are expected to be specific to the individual IBF Site needs. The Supplier shall ensure compliance to all licencing requirements, excluding Authority Personnel.
- 3.11.3. All Supplier Personnel communications, in whatever format, shall be professional and polite at all times. Failure to comply with this may lead to the Authority requesting full incident investigation and specific Supplier Personnel being removed from the IBF Site and/or operations.
- 3.11.4. To communicate with drivers on site, the Authority shall provide the Supplier with access to a range of template key message cards in a range of different

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languages. These key message cards are to be used by the Supplier to support the Site Users by communicating the different Services provided on the IBF Site.

- 3.11.5. Supplier Personnel are to utilise the key message cards and other communication tools to support Site Users and to reduce the need for verbal communication, as required.
- 3.11.6. The Supplier shall recommend to the Authority at the Monthly Performance Review Meeting when or if the range of key message cards and the range of languages needs to flex to suit different Site User needs.
- 3.11.7. The Authority is responsible for the base data template for each of the key message cards. The Supplier is responsible for the reproduction and on-site stock, and stock management processes, of sufficient volumes of each Key Message Card to ensure that these are available at all times for distribution to Site Users with all site Services continuing at full IBF Site capacity volumes.
- 3.11.8. There may be occasions when audio and visual translating services are required, this shall provide by the Supplier. It is expected that the site rules and help cards will cover the majority of the information and instruction that will be required.

### **3.12. Authority IBF Service Application**

- 3.12.1. The Supplier shall ensure it has WIFI enabled electronic coordination devices in order to access the Authority's App.
- 3.12.2. The Supplier shall be responsible for ensuring that any use of the Authority's app by Supplier Personnel is in line with the guidelines the Authority shall provide during Mobilisation.

### **3.13. Authority Traffic Monitoring - Automatic Number Plate Recognition**

- 3.13.1. The Authority's IBF Site automatic number plate recognition system(s) ("Authority ANPR") shall be used to track the capacity of the sites. Using the OMPs, the Supplier shall escalate as the sites fill past the parameters agreed during the Mobilisation. For example: >60% capacity - alert the Authority Nominated Personnel.
- 3.13.2. The Supplier may be required to monitor the Authority's IBF Site automatic number plate recognition system and ensure it is capturing all number plates as Vehicles enter and exit the IBF Site.
- 3.13.3. The Supplier shall be given read-only access to Authority systems (e.g. CCTV, Authority's ANPR and the Authority's App).
- 3.13.4. The Supplier may be required to set up equipment to monitor issues that could impact the process flow of the IBF Site. For example, traffic and incident updates on feeder roads and routes. This could include but is not limited to



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radio, television and internet. Where appropriate the Supplier shall use this information to alert the Authority Nominated Personnel to help inform decision making.

- 3.13.5. The Supplier may be required, at the Authority's discretion, to procure an automatic number plate recognition system during the contract period. This will be confirmed through the pre-agreed Change Control Procedure.

**3.14. Site Traffic Monitoring - Automatic Number Plate Recognition (ANPR)**

- 3.14.1. Should the Supplier require an ANPR system to deliver their operational management solution ("**Supplier ANPR**") then they will be permitted to pursue this option on the basis that the ANPR data integrates with the IBF Site Operations Yard Management System (see Paragraph 3.8 above) and any other IBF specific systems and solutions.

- 3.14.2. The Authority retains the right to inspect and assure all systems that contain data relating to operations on sites where this system is in place, including Supplier ANPR.

- 3.14.3. The Supplier solution for Supplier ANPR shall be agreed between the two parties and implemented either:

- A. as part of the Mobilisation; or
- B. through the Change Control Procedure during the Term.

- 3.14.4. The Authority may require integration with the Supplier ANPR and IBF applications during the Term. Should this be a further requirement then the Authority shall follow the Change Control Procedure.

**3.15. Charging for services**

- 3.15.1. The Supplier may be required to work with the Authority and third party stakeholders to initiate and operate a Charging regime on-site. This may include charging for services such as, but not limited to; Charging for Parking, Charging for offloading and re-loading of goods and temporary storage of goods.

- 3.15.2. This requirement would be clarified either during mobilisation or at a later stage through the Change Control Procedure.

**3.16. Site Operational Management Plans (OMPs)**

- 3.16.1. The OMPs for each IBF Site is the overarching plan for the safe operation of the site, designed to provide the Authority approved guidance to all personnel operating on the IBF Site. The OMPs form the essential elements intended to mitigate the risks associated with accepting, marshalling and departure of Vehicles and Site Users on IBF Site.

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- 3.16.2. The SOPs are developed by the Supplier developing the processes, systems and Safe Systems of Work to ensure compliance to the OMPs. SOPs shall be reviewed annually and updated by the Supplier in the event of significant changes being made to the OMPs.
- 3.16.3. The Supplier shall take responsibility as the custodian, developer and implementer of the SOPs for all IBF Sites and is responsible for providing compliance to the site-specific OMPs and ensuring they are followed by all Site Users.
- 3.16.4. The IBF Site specific OMPs are supported by a suite of supporting documents and approved plans, which provide more specific detailed information and guidance explicit to the situations or circumstances that are covered. The additional site-specific plans and supporting documents include but are not limited to:
- Adverse Weather Policy and Plan
  - Collaboration and Communication Policy and Plan
  - Data Protection Policy and Plan
  - Dangerous Goods Management Plan
  - Environment Policy and Plan
  - First Aid Policy and Plan
  - Fire Prevention Policy and Plan
  - Incident Response Management and Plan
  - Media Policy and Plan
  - Protester Policy and Plan
  - Risk Management Plan
  - Site Contingency Plan
  - Site Evacuation Plan
  - Site Health and Safety Plan
  - Site Pollution Prevention and Management Plan
  - Site Security Policy and Plan
  - Temporary Storage Plan
- 3.16.5. The Supplier shall ensure the OMP is followed by all Site Users.
- 3.16.6. The Supplier shall monitor and coordinate the safe movement of Vehicles and Site Users in accordance with the agreed IBF Site requirements.
- 3.16.7. The Supplier Duty Manager will be responsible for liaising with onsite Authority leads to review and monitor site capacity and emergency situations and escalating through the Operational Command and Control Structure.
- 3.16.8. The Supplier shall monitor site capacity and work with the Authority to make decisions on how to manage capacity issues as per the individual site OMPs.
- 3.16.9. The Supplier will be required to report on site capacity and other site incidents. This will be a combination of regular daily situational reports and exception reporting.



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- 3.16.10. In the event of the IBF Site nearing or at the maximum volume safe capacity, the Supplier shall coordinate with other sites and the Authority's Nominated Personnel to alleviate high volumes of Site Users to allow the IBF Site to continue working within agreed throughputs safely.
- 3.16.11. The Authority, from a strategic level, shall advise potential Site Users to choose another site and to adjust the strategy for future days to ensure a lower number of Vehicles attending the site. See indicative capacity volume requirements attachment.
- 3.16.12. All legislation, Approved Codes of Practice (ACoP), required industry and Government guidelines that apply to operations at the IBF Site(s) and those that are introduced, updated or superseded during the term of the Agreement shall apply at all times. The Supplier must work with the Authority to ensure that minimum standards are met at all times.
- 3.16.13. The list provided above is not exhaustive. The Supplier shall comply with all applicable legislation, health and safety requirements, security standards and all relevant guidance and regulations.

**3.17. Risk Management Plan**

3.17.1. The Supplier responsibilities are as follows, but not limited to:

- Responsibility for producing and regularly reviewing risk assessments for all activities they carry out on site and overall site operations. The Supplier shall be responsible for carrying out any mitigating activity identified by the risk assessment. The Supplier shall make all risk assessments accessible to the Authority.
- Responsibility for ensuring site operations, processes and protocols are designed and implemented in accordance with any risk mitigation identified by the Authority's own risk assessments (such as fire risk, pollution risk, etc). The Supplier shall make changes to site operations where requested by the Authority in order to minimise risk to the operation of the site and the health and safety of workers, contractors and visitors on site.
- Maintaining an up-to-date log of operational risks (i.e. an identified potential area of concern or operational failure) and issues (i.e. where such concerns or operational failures have become a reality) identified by the Authority and/ or the Supplier during the performance of the Services. These shall form the risk register.
- Compliance with the Authority's relevant format and processes, which will be shared during the Mobilisation stage.

3.17.2. Risks and issues shall be logged in the risk register according to status as being:

RED	The issue is still current, but no action plan has been identified and/or the
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	agreed resolution date has been passed.
AMBER	The issue is still current, and an agreed action plan is in place but there is no clear target resolution date, or the target resolution date is at risk of being passed.
GREEN	The issue is still ongoing, but an agreed action plan and target resolution date are in place and on track for completion in line with agreed dates.
COMPLETE	All required actions have been completed and the issue is no longer current.

- 3.17.3. The Supplier and the Authority shall have a joint risk register which both parties shall own and maintain. This shall form part of the Contract Management Review meeting cadence.
- 3.17.4. The Supplier and the Authority shall work together to agree relevant action plans and target resolution dates for each issue. If no target resolution date can be agreed the default target resolution date shall be one month from the date of the issue first being raised.
- 3.17.5. The Supplier shall present the up-to-date risk register, together with the Supplier's proposed action plans to resolve any issues classified as Red or Amber to the Authority during the operational meetings.
- 3.17.6. The Supplier must adhere to the management of risk as per the Cabinet Office [Security Policy Framework 2018](#).

### 3.18. Data Protection Policy and Plan

- 3.18.1. The Supplier responsibilities are as follows, but not limited to:
- Compliance with all Relevant Data Protection Laws.
  - Compliance with the requirements set out in the Data Protection Policy and Procedure plan. Confirmation to be provided by the Supplier to the Authority's Nominated Personnel on a quarterly basis from the anniversary of Effective Date.
  - For further details reference the OMP - Appendix D. Data Protection Policy and Procedure



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**3.19. Environment Policy and Plan**

3.19.1. The Supplier responsibilities are as follows, but not limited to:

- Maintaining processes as part of the ongoing review and maintenance of the OMPs.
- Ensure that the operations at IBF Sites comply with all the Authority's environmental policies and ensure that all required accreditations which are applicable to this Agreement are in place and maintained throughout the Agreement term. The Supplier is required to provide certificated evidence of compliance and accreditation. As legislation and/or Authority policy changes, the Supplier is required to ensure operations continue to meet these requirements.  
Ensure compliance with IBF Site and surrounding areas environmental requirements at all times, as detailed in the site specific OMPs (See Appendix - Site OMPs).

**3.20. Collaboration and Communication Policy and Plan**

3.20.1. The Supplier responsibilities are as follows, but not limited to:

- Maintaining processes as part of the ongoing review and maintenance of the OMPs.
- Lead this policy and plan implementation. Expectations are to maintain IBF Site operation at full capacity.
- Communications processes for use by all IBF Site Personnel
- Risk Management for monitoring and coordination
- Expected standards of collaboration across all IBF Site Personnel
- Impacts of failures of communications and collaborations plans
- Escalation processing for use by all IBF Site Personnel
- Timings of all the above

**3.21. Protester Policy and Plan**

3.21.1. The Supplier shall be responsible for training/ awareness for all to be included as part of IBF Site Personnel induction and refresh training. To include but not limited to:

- Communication expectations with protesters, on or off site. Including the expectation that IBF Site Personnel shall always remain polite and professional.
- That each protestor incident shall be recorded in the site incident log.
- The escalation path in accordance with the Operational Command and Control Structure.
- That a review of any new incident shall be concluded within one calendar month of the incident. The same rolling month as the incident.

**3.22. Media Policy and Plan**

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3.22.1. The Supplier shall be responsible for training/ awareness for all to be included as part of Personnel induction and refresh training. To include but not limited to:

- Communication expectations with any media, on or off site. Including the expectation that IBF Site Personnel shall always remain polite and professional.
- That each incident shall be recorded in the site incident log.
- The escalation path in accordance with the Operational Command and Control Structure.
- That a review of any new incident shall be concluded within one calendar month of the incident. The same rolling month as the incident.

**3.23. Dangerous Goods Management Plan**

3.23.1. The Supplier shall be responsible for training/ awareness for all to be included as part of IBF Site Personnel induction and refresh training. To include but not limited to:

- The process for assessment for acceptance onto the IBF Site, the process once on the IBF Site, and the process for removal from the IBF Site
- That any occurrences of dangerous goods shall be recorded on the site incident log
- The escalation path in accordance with the Operational Command and Control Structure.
- That a review of any new incident shall be concluded within one calendar month of the incident. The same rolling month as the incident.

3.23.2. Where dangerous goods / flammable liquids / gases are **stored** on site they should be subject to an assessment and controls under DSEAR (Dangerous Substances Explosive Atmosphere Regulations). For further details reference the OMP - Appendix C. Dangerous Goods Management Plan.

**3.24. Incident Response Management and Plan**

3.24.1. The Supplier shall be responsible for responding to incidents and emergencies that occur on site (including but not limited to: serious or minor injury, fire, pollution, adverse weather, flooding, security breaches and Hard and Soft FM incidents). The Supplier shall manage, coordinate and process each incident on the IBF Sites in accordance with the IBF Site OMPs (including any response times).

3.24.2. The Supplier Duty Manager will act as the incident control officer during an incident or emergency.

3.24.3. Duties of the incident control officer include:

- Deciding whether to close an IBF Site or part of an IBF Site



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- Deciding whether to contact the emergency services, in line with the agreed incident management plan, and working with the emergency services commander
  - Informing the Authority in accordance with the Operational Command and Control Structure.
- 3.24.4. The Supplier is expected to work within the Authority's Operational Command and Control Structure for reporting of incidents, including early and frequent contact with the Authority's nominated person during the incident and completion of situation reports at the frequency required by the Authority.
- 3.24.5. The Supplier is responsible for providing training to fire marshals where fire marshals are from other stakeholders on site such as HMG personnel. The Supplier must regularly review and update the training materials and share with the Authority. The Supplier must make any changes to training or procedures on fire response as required by the Authority.
- 3.24.6. The Supplier shall ensure that an adequate number of personnel (as agreed with the Authority) are trained to act as fire marshals on the site and are available at all times. The Supplier is responsible for providing suitable training for fire marshals including the correct use of fire extinguishers.
- 3.24.7. The Supplier is not required to provide fire-fighting teams on site. Firefighting should only occur to aid an escape from a building or prevent loss of life.
- 3.24.8. The Supplier shall ensure that an adequate number of qualified first aiders are on duty at all times. The Supplier is responsible for ensuring that first aiders have received formal training through an approved supplier.
- 3.24.9. The Supplier will conduct a lessons learned review after every major/serious incident on site and identify any actions that should be taken to improve processes or prevent a reoccurrence of the incident. The Supplier shall supply the Authority with a written report within ten (10) Working Days.
- 3.24.10. Incident management shall include the use of a site incident log. The format of the site incident log shall be proposed to the Authority by the Supplier and shall be approved by the Authority in the Mobilisation stage. This approval shall not be unreasonably withheld or delayed.
- 3.24.11. For further details reference the OMP - Appendix F. Emergency Incident Response Plan.
- 3.25. IBF Site Evacuation Plan**
- 3.25.1. The consideration of a partial or full IBF Site evacuation shall be evaluated in line with the emergency response plan for the IBF Site and shall be as a result of decisions made by Supplier Ground Commander, the Supplier Duty Manager or the emergency services.

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- 3.25.2. The Authority Nominated Personnel shall be notified of all major incidents.
- 3.25.3. Regular practice sessions of evacuations shall be undertaken and reported on to ensure all on-site personnel know how to evacuate safely in the event of an incident.
- 3.26. Fire Prevention Policy and Plan**
- 3.26.1. The Supplier shall ensure there are processes in place to manage and maintain all supplied fire safety measures including but not limited to:
- Measures to reduce risk of fire and spread of fire
  - Means of detection and alarm
  - Means of escape and means of ensuring escape is available at all material times
  - Provision of information, instruction and training
  - Means of fighting fire
- 3.26.2. In the event of a fire the Ground Commander on-duty, coordinating with the Supplier Duty Manager, shall lead in the event of finding and dealing with a fire.
- 3.26.3. The Supplier shall ensure that an adequate number of trained personal with fire marshals duties are available at all times.
- 3.26.4. The priority is the safety of all IBF Site Personnel, Site Users, contractors and Site Visitors on site. This shall include consideration of partial or full IBF Site evacuation and the coordination of emergency services to IBF Sites.
- 3.26.5. All Supplier Personnel shall take all appropriate action required in line with all IBF Site policies and processes.
- 3.26.6. The Supplier shall:
- regularly review and update IBF Site policies and processes.
  - advise the Authority of all reviews and updates.
  - ensure that all HMG personnel are involved in all reviews and updates, including training.
- 3.26.7. The Supplier shall propose the most suitable and correct volume of fire management and communication equipment and signage to match the site-specific capabilities to the Authority in the Mobilisation stage. This approval shall not be unreasonably withheld or delayed. Refer to site plans attachment and the OMP Appendix H Site Signage and Strategy.
- 3.26.8. A site-wide fire risk assessment (in addition to the building fire risk assessments) shall be undertaken and reviewed regularly, to identify and manage fire safety risks across the IBF Sites.



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**3.27. First Aid Policy and Plan**

- 3.27.1. The Supplier shall ensure that an adequate number of first-aid trained marshals are on duty at all times.
- 3.27.2. In the event of an incident requiring first-aid, the Ground Commander on duty, coordinating with the Supplier Duty Manager, shall take the lead.
- 3.27.3. All Supplier Personnel have a duty to take all appropriate action required in line with all IBF Site policies and processes.
- 3.27.4. The first priority is the safety of all IBF Site Personnel, Site Users, contractors and Site Visitors on site. This priority may include consideration of partial or full IBF Site evacuation. This shall include the coordination of emergency services to an IBF Site. Refer to site plans attachment and the OMP Appendix G Fire Risk Management.

**3.28. Adverse Weather Policy and Plan**

- 3.28.1. The Supplier is responsible for ensuring that each site has access to services directly or indirectly through their supply chain to manage adverse weather, such as snow ploughs, gritting etc.
- 3.28.2. The Supplier shall maintain the processes as part of the ongoing review and maintenance of the OMPs. The Supplier shall provide all equipment and tools required to deliver the adverse weather policy, and shall purchase all replenishments to meet site requirements.
- 3.28.3. The Supplier shall provide, monitor and maintain equipment stock levels for IBF Site requirements.
- 3.28.4. Prior to use of any IBF Site equipment, tools or associated consumables Supplier Personnel shall be trained in correct use and practice. Refer to site plans attachment and the OMP Appendix B Adverse Weather Management Plan.

**3.29. IBF Site Contingency Plan for SPI Failure and/or KPI Failure**

- 3.29.1. Each IBF Site must have a contingency plan for re-routing traffic following non-critical incidents that result in an SPI Failure and/or KPI Failure. This includes, but is not limited to, IT system failure, minor accidents, adverse weather conditions and the site reaching capacity for traffic. The Authority will set out the contingency plan and make this plan accessible to the Supplier during the Mobilisation stage.
- 3.29.2. The Supplier shall have monitoring systems in place for non-critical incidents that could result in an SPI Failure and/or KPI Failure. The Supplier shall be responsible for activating contingency plans for a non-critical KPI Failure.

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- 3.29.3. Primary responsibility for dealing with an incident and resolving the SPI Failure and/or KPI Failure shall sit with the Supplier. The Supplier shall provide the Authority with regular updates on the event or issue.

**3.30. Site Pollution Prevention and Management Plan**

- 3.30.1. The Supplier will provide pollution control services on all IBF Sites.
- 3.30.2. The on-site pollution control team will be trained in pro-active, re-active and planned pollution management, they are required to prevent any pollution incidents from occurring in the first place and contain pollutants if a spill occurs, and secondarily to have the capability either on-site or through a sub-contractor to undertake the relevant clean up services.
- 3.30.3. For Sevington IBF Site only this team is required to be a 'dedicated on-site Pollution Control Team' to ensure Environmental Agency compliance with SDO/OMP planning approvals to ensure compliance with the Site Pollution Prevention Plan for the Sevington site, including dealing with all incidents on-site.
- 3.30.4. For more information on the Pollution Control Function, please refer to the OMP Appendix - Q. Site Pollution Prevention Plan.

**4. TRAFFIC MARSHALLING SERVICES**

- 4.1. The Supplier shall be responsible for providing staff, resources and appropriate technological solutions to deliver the safe management of traffic on and through the IBF Site(s), including entry and exit points and throughout the parking area in line with the parking requirements and the Operating Management Plan (OMP).
- 4.2. The Supplier shall ensure that an adequate number of Traffic Marshals are on duty at all times.
- 4.3. The Traffic Marshalling services shall include, but are not limited to:
- Upon arrival, providing initial safety and visual security checks on Vehicles, passengers and loads.
  - Ensure particular attention is given to Vehicles carrying mixed Consignments of controlled goods
  - Safe direction of Vehicles to the nominated parking area(s)
  - Safe direction of Site Users to the appropriate office or building, to/from their Vehicles, and exiting from the IBF Site



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- Locating Site Users who do not return to collect documentation once processing has been completed and ensuring the Site Users report back to the appropriate office or building
- Ensuring that all Site Users follow IBF Sites rules and do not remain on site longer than required to complete all required processing
- Monitoring onsite traffic to ensure Site Users are parked in designated parking areas
- Reporting and escalation of any incidents or suspicious activity immediately through the agreed channels, such as suspected human trafficking
- Monitoring site capacity to provide early alerts of potential operational risks
- Recording any incidents in a site incident log
- Being trained to a basic standard in first aid/fire

**4.4.** There may be occasions when Supplier Personnel identify suspected human trafficking, clandestine or other unauthorised persons. The Supplier Personnel shall follow the OMP and SOPs and are not required to undertake a policing role or detain anyone on the Site. Full details are included in the Paragraph 3.24, Incident Response Management section.

**4.5.** The Traffic Marshalling service shall ensure the integrity of the IBF Site and are required to allow the free movement of Vehicles to prevent any Vehicle queuing taking place from the IBF Site entrance onto the public highway.

**4.6.** Once the Site User has completed any actions required on site and returned to their Vehicle, the Supplier shall ensure that the Vehicle leaves the IBF Site, as soon as possible, in order to release the parking space for future use.

**4.7.** For more details, see OMP Appendix I. International Traffic Management Plan, and Appendix U. Monitoring of Vehicles Entering and Exiting the Site.

## **5. INSPECTION SERVICES**

**5.1.** The Supplier shall be responsible for providing staff and resources to deliver goods handling and inspection support services to HMG Border Force officials in completing compliance inspections in a secure facility onsite. The Service shall enable the physical inspection of goods, support HMG officials in engaging with Site Users and managing seized goods, held goods, and Vehicles as documented in the Operating Management Plan (OMP).

**5.2.** The service shall include, but not be limited to:

- Resourcing and training appropriate numbers of staff to run the operation
- Off-loading / re-loading goods from Vehicles.
- Opening/unpacking goods on request of and in line with HMG officials' instructions

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- General goods handling to, from and within on-site storage locations.
- Storage of goods
- Having a system to accurately record and manage inventory stored on-site
- Inventory system to provide real time reporting to manage storage capacity
- Transportation of goods

**5.3.** The Supplier shall ensure that sufficient resource capacity is available at the IBF Site inspection locations to allow for the de-stuffing of Vehicles on to pallets to allow inspection of the goods by the Authority and the subsequent repacking and reloading of the goods into the vehicle.

**5.4.** The Supplier shall provide and operate any MHE, a list of the minimum requirements is outlined in the table below for the handling of goods;

Category	MHE Description	Drive type	Rate Capacity/rated load	Example
FLT	4 Wheel Forklift Truck	Electric (battery)	2000Kg load Capacity	Yale ERP20VF
FLT	4 Wheel Forklift Truck	Electric (battery)	5000Kg load Capacity	Yale ERP40-55VM
FLT	Narrow Aisle Reach truck	Electric (battery)	2000Kg load Capacity	Aisle Master AM20WHE
Pallet truck	Hand Pump Pallet Truck	Manual	1200Kg load Capacity	
Pallet truck	Pedestrian Low Lift Pallet Truck	Electric (battery)	1600Kg load Capacity	Yale MP16 22
Accessories	Forklift Truck Fork Extensions	n/a	1800mm	
Accessories	FLT Fork Parrot Beak Drum Handler (single)	n/a	750kg	

**5.5.** The Supplier is required to have agreements in place with MHE subcontractors should there be a request for short term access to specialist handling equipment, in a timely manner working in conjunction with the Authority, this shall be charged via Billable Works.

**5.6.** Border force personnel will break the Vehicle seal and the Supplier Personnel shall subsequently unload/de-stuff the Vehicle. The Supplier shall ensure the safety and security of all traders or agents who attend the inspection of goods. The Supplier shall be responsible for the de-stuffing/unloading of the goods for each Consignment that arrives at the Inspection location as instructed by the Authority. This could be a full unload or part unload of specific goods.

**5.7.** Post inspection, border force personnel may instruct the Supplier Personnel to remove goods to storage or to re-pack goods into the Vehicle. The Supplier shall



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ensure that all seized goods are loaded on to pallets prior to transportation and that all applicable paperwork and labelling is completed in line with industry and Authority standards.

- 5.8. The Supplier shall upon the instruction of HMG store goods in the storage areas on the IBF Sites. Stored items shall be documented and processed using the Stock Inventory System and shall be stored on pallets (or as appropriate). The Supplier shall ensure storage services are performed in a secure and efficient manner. Goods will be stored in Ambient/Fresh/Frozen/High Risk-High Value (HRHV) designated sections of the storage area. All IBF Site Personnel operating in this environment shall be trained accordingly.
- 5.9. The Supplier shall ensure that a sufficient quantity of inspection bays are resourced and available to cope with the proposed daily volume of Consignments requiring inspection at the IBF Sites.
- 5.10. The Supplier shall ensure the safety and security of all traders or agents who attend the inspection of goods.
- 5.11. The Supplier shall ensure that floor space designated for inspections should exclude any space requirements, for example, charging points for MHE, short-term storage and allow for the movement of MHE HMG personnel conducting inspections.
- 5.12. In all cases except when the goods are to be seized, the goods shall be re packed and re-stuffed into the Vehicle by Supplier Personnel.
- 5.13. If Supplier Personnel are unable to re-stuff all of the goods into the Vehicle, it shall store any remaining contents (“**Overspill**”) in the storage area, ensuring at all times that it documents the location of such Overspill so that the Overspill may always be reconciled to the original Consignment from which it originated.
- 5.14. Where goods are seized, or are otherwise to be sent for disposal, the Supplier shall repack the goods on pallets in order to minimise the footprint of the goods and to ensure these are safely and securely stored and transported.
- 5.15. The Supplier shall ensure that all goods are loaded on to pallets prior to transportation and that all applicable paperwork and labelling is completed in line with industry and Authority standards.
- 5.16. The Supplier shall ensure that goods are prepared for transportation in a secure and stable condition prior to collection.
- 5.17. For the avoidance of doubt, the Supplier shall provide and operate any MHE (e.g. forklifts, tractors, etc.) required for the loading/unloading of goods.

6. **STORAGE OF SEIZED AND/OR HELD GOODS**

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- 6.1. The Supplier shall upon the instruction of the Authority store goods in the storage areas at the IBF Sites. Storage shall be on pallets (or as appropriate) and the Supplier shall ensure storage services are performed in a secure and efficient manner.
- 6.2. The Supplier may be required to provide off site External Temporary Storage Facilities (ETSF) and the capability to transport goods between the storage areas at the IBF Sites and offsite ETSFs. This will be confirmed during Mobilisation or through the Change Control process.
- 6.3. The designated area of the goods and the exact location of the goods shall be easily identifiable from The Suppliers internal company documentation and the Stock Inventory System and by physical signage on the IBF Site(s).
- 6.4. The Supplier shall ensure that all Consignments and goods in storage are clearly labelled and segregated in order to ensure a clear “chain of custody” and to prevent any “cross-contamination” of goods.
- 6.5. The Supplier shall ensure that goods in storage shall only be stored within the approved chilled or ambient areas, unless specified otherwise.
- 6.6. The Supplier shall purchase and maintain sufficient stock of pallets to ensure that the IBF Site continues to operate at full capacity. This should include goods identified by the Authority as needing to be held in temporary storage for up to ninety (90) days.
- 6.7. The Supplier shall ensure that the Premises storage areas are maintained, secured and in a state of good repair to the satisfaction of the Authority.
- 6.8. The Supplier shall temporarily store High Risk/High Value (HRHV) goods in a designated High Security area of the storage area. All Personnel operating in this environment shall be trained accordingly.
- 6.9. The Supplier must ensure that all poisonous and hazardous / dangerous goods are clearly marked and are segregated appropriately from all other goods on the premises. All IBF Site Personnel operating in this environment shall be trained accordingly.
- 6.10. When requested, the Supplier must present any goods stored in the IBF Site within 24 hours to the Authority.
- 6.11. Where goods held in temporary storage at the IBF Site exceeds the storage space, the Supplier shall consult with the Authority, and if requested the Supplier should arrange for extra storage (for example container on trailers) to be made available at IBF Site.
- 6.12. Where perishable goods that are held in temporary storage have become a health hazard (for example perishable goods that have expired / gone off), the Supplier



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shall dispose of these goods. Prior to disposal, the Supplier should confirm there is no Authority interest in the goods.

- 6.13.** The Supplier shall ensure full compliance with any applicable legal and/or regulatory requirements to store all of the Goods (however packed) including goods that may be considered hazardous (e.g. those containing lithium batteries) and shall provide the Authority with evidence of any relevant licences or documents on request.

**7. FRONT OFFICE ADMINISTRATION**

- 7.1.** The Authority shall provide front office managers and front office personnel resource to deliver all front office activities. Including but not limited to customer services, tariff payment collection, and administration and process coordination services.
- 7.2.** The Supplier shall be responsible for delivering IBF site inductions and any further training (where required) for staff undertaking activities outside of the front office areas. The Supplier shall be responsible for the facilities and maintenance of all offices on IBF Sites including the HMRC front office and Border Force areas.
- 7.3.** The Supplier shall be responsible for working in collaboration with the front office team to ensure the appropriate numbers of staff are on shift in line with the agreed forecast demand (+tolerance) in order to deliver the relevant performance KPI's. The Authority will require the Supplier to engage with the processes in the Front Office Administration area to drive continuous improvement in delivery of the services specification and driving value for money.
- 7.4.** The Authority and Supplier shall grant each other charge-free licence access to any systems required to undertake their respective roles and responsibilities.
- 7.5.** There may be a requirement for the Supplier to take full or partial responsibility for the management of and/or provision of all front office services, Personnel and their activities in this area. Should this be required then it will be communicated through the Change Control Procedure.

**8. SECURITY SERVICES**

- 8.1.** The Supplier shall be responsible for providing a professionally managed, high-quality security and guarding service of the IBF Sites, in accordance with HMRC Estates Security Standards which is consistent, reliable and responsive in support of the Authority's requirements and the Site Operating Management Plan. The Supplier shall ensure that all staff are adequately skilled and trained to meet the Authority's requirements.

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- 8.2.** The Authority will own and retain decision making accountability for Security Services and will direct the Supplier in accordance with these decisions. This shall include strategic and operational accountability, decisions and risks associated with Security provision at national and regional level. The Supplier shall provide guidance to the Authority by suggesting more efficient and effective ways of delivering the services.
- 8.3.** The Supplier responsibilities shall include, but not be limited to:
- Provision of staff and training
  - Development of operational strategies and protocols
  - Guarding and patrols (static and mobile)
  - Security intelligence and control room oversight covering the security perimeter
  - Site and facilities physical security
  - Production of security passes (standard to be shared during mobilisation) and control of access (ie staff, visitors, contractors and car parking)
  - Key holding
  - Controlled access for Site Users, contractors, Site Visitors, HMG personnel
  - Ensure processes are in place to monitor and escalate any suspicious behaviour, on site or in surrounding areas
  - Data protection (including; Cyber protection)
  - Scenario Testing
  - Operating and monitoring security systems (including but not limited to: CCTV, site access, alarm monitoring, voice announcement, public address and any other electronic security systems)
  - Incident response (including but not limited to: alarms, unauthorised persons, acts of aggression)
  - Security Risk Assessment (including but not limited to: staffing levels, security controls)
- 8.4.** The Supplier shall lead and develop, in consultation with the Authority, a clear strategy for establishing effective and proactive working relationships, communication, and liaison with the police and security services at a local level in relation to the IBF Site as illustrated in the Site Operating Management Plan.
- 8.5.** The patrolling Schedule shall include, but not be limited to:
- Checking of suspicious activity, packages, persons, identification of hazards, areas unsecured, clear desk policy compliance, malfunctioning or broken lighting, security and searching equipment, barriers, doors and windows.
  - Identifying and recording potential health and safety, fire issues and hazards identified in the Authority Premises;
  - Checking of external areas and car parks; and
  - Providing national intelligence and recommendations to the Authority regarding potential security risks (including but not limited to: protests, national events)



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- 8.6.** The Supplier shall include the operation and management of a secure CCTV system within a secure controlled fixed environment (i.e., a control room). This service will be delivered in accordance with Authority's requirements, including all relevant Authority policies. The CCTV may be required as evidence, and for the monitoring of local traffic and parking regulations and restrictions where applicable.
- 8.7.** The Supplier shall be a member of the Security Industry Authority (SIA) approved contractor scheme and will deliver the Service using SIA licenced and accredited individuals. The Supplier will also be responsible for ensuring the relevant security level approval is completed for each role required.
- 8.8. Legislative obligations and Standards specific to Security Services**
- 8.8.1.** The Supplier shall comply with all applicable legislation, health and safety requirements, security standards and all relevant guidance and regulations to include but not be limited to:

Manned Guarding	<ul style="list-style-type: none"> <li>• Security Industry Authority(SIA) approved contractor scheme</li> <li>• Data Protection Legislation</li> <li>• Operate and monitor the IBF Site(s) Closed Circuit Television ("CCTV") systems and building alarm systems from the security control room located at IBF Site(s) in accordance with CPNI guidelines and all legislation e.g. the General Data Protection Regulations 2018.</li> <li>• Health and Safety legislative requirements</li> <li>• CCTV footage released to third parties in accordance with prevailing law, legislation, General Data Protection Regulation (GDPR) and the Authority Policy</li> <li>• Section 3 of the Criminal Law Act 1967</li> </ul>
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- 8.9. Reactive Guarding**
- 8.9.1.** When required the Supplier shall provide a reactive guarding Service to meet the Authority's requirements.
- 8.9.2.** Where a twenty-four (24) hour or other permanent guarding arrangement is in place, the Authority may request additional ad hoc guarding. This shall be managed as Billable Works.
- 8.9.3.** The Supplier shall take account of the fact that the duration of the required reactive guarding may be undetermined and shall ensure that the reactive guarding Service is maintained until such time as the Authority informs the Supplier that the guarding is no longer required, or the Supplier satisfies the Authority that the Authority Premises it has been sent to secure no longer requires its presence.

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**8.10. Additional Security Services**

- 8.10.1. The Supplier shall provide additional Services as directed by the Authority for specific IBF Sites where specific operational circumstances dictate a specialist security requirement.
- 8.10.2. The Supplier will provide specialist security officer requirements, in accordance with Billable Works.

**8.11. National Planning and Support Team**

- 8.11.1. The Supplier shall provide adequate specialist resource in the form of a National Planning and Support Team who will work collaboratively with and ensure effective ongoing communication so the Authority remains fully informed.
- 8.11.2. The Supplier will comply with the governance structure set out in Schedule 8.1 (*Governance*).
- 8.11.3. The Supplier will:
  - A. Support proactive management and continuous improvement of the Agreement including highlighting to the Authority on an ongoing basis, perceived areas of improvement based upon wider market knowledge, best practice and practical experience;
  - B. Research, recommend and facilitate the introduction (where approved) of innovation and new ways of working with regards to the Services;
  - C. Support the Authority with the planning, testing and deployment of new technology regardless of whether such technology is the responsibility of the Authority or the Supplier;
  - D. Develop and continuously improve security strategies (including but not limited to supporting the development and refinement of the Authority's national security, incident control and counter terrorism strategies), future planning and threat response by providing expert analysis and advice regarding both external market intelligence, knowledge and trends as well as the management, interpretation and application of internal intelligence and data. This shall include the provision of real time threat analysis and intelligence to support an effective and responsive planning and response function. Where access to Authority system data is required, the Authority shall work collaboratively with the Supplier to allow the Supplier to access, but not to edit, Authority system data where this is necessary to meet this requirement;
  - E. Provide analysis and recommendations for improvement of the Services and wider Authority security and occupancy requirements (to include



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supporting the development of wider Authority strategies where appropriate) of the Authority Premises based on report data at national, regional and local level.

- F. Deliver ongoing assurance regarding the security of Authority Premises and manage and coordinate ongoing operational testing of Authority Premises security arrangements;
- G. Coordinate security incident response at national and regional level including follow up investigations and incorporation of lessons learned;
- H. Provide national operational support in managing major incidents in support of wider Authority major incident response plans;
- I. Provide support, planning and coordination in the event of VIP visits.

8.11.4. The National Planning and Support Team will provide senior representation at the Authority's quarterly physical security working group meetings. The scope of this meeting includes, but is not limited to, the following elements:

- A. Strategically integrate the Physical Security aspects of design and delivery of Authority Premises and services;
- B. Review and manage physical security risks;
- C. Refine assurance of all aspects of Authority estates physical security responsibilities; and
- D. Communicate physical security responsibilities and issues.

## **8.12. Enhanced Security Requirements**

8.12.1. The Supplier shall comply with all of the Authority's policies and procedures on security and act upon the instructions of Authority Security Representative, should there be a change in the threat Response Level associated with the Authority Premises.

8.12.2. The Supplier shall ensure that all staff delivering the enhanced security requirements Services shall be conversant with the varying Response Levels and associated changes in security procedures required by the changes in the Response Level for the Authority Premises. The Authority shall instruct the Supplier which level is in force. The Supplier shall provide security measures appropriate to this level.

8.12.3. The Supplier shall be required to implement and enforce all extra security measures (including any associated additional security equipment requirements) that may be required during a major security alert, for example, to follow a strict procedure as designated by the Authority on receipt of bomb warning calls, or to search baggage and Vehicles on arrival.

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- 8.12.4. The Authority shall instruct special security arrangements that may be necessary to protect senior officials or visiting persons. In these cases the Supplier shall co-operate with the police, special branch, diplomatic protection group and any National security Service as directed by the Authority security Representative. The Supplier shall form part of the overall security arrangements and shall report as appropriate.
- 8.12.5. The Authority may require the Supplier to provide additional security staff in circumstances including demonstrations, riots or other events which may require Services to be provided in common parts of shared areas. The Supplier shall take into account the requirements for increased manning of lifts at various locations, increased patrols, police liaison and extra perimeter and door security.
- 8.12.6. The Supplier shall provide advice and support to the Authority in planning for short-term increased threat (for example: VIP visit, event or incident in the vicinity of the Authority Premises, significant equipment failure affecting building security, whether planned or unplanned, targeted received threat, heightened alert state).
- 8.12.7. The Supplier shall comply with all of the Authority's policies and procedures on security and act upon the instructions of the Authority's Security Representative, should there be a change in the Response Level associated with the Authority Premises. For the avoidance of doubt enhanced security requirements shall only be required following request from the Authority. Where additional Security Services are required this shall be charged in accordance with Billable Works.
- 8.12.8. The Supplier shall ensure that all Supplier Personnel, both those regularly deployed at the Authority Premises and those brought in temporarily, delivering services in response to increased threats shall be conversant with the varying Response Levels and associated changes in security procedures required by the changes in the Response Level for the Authority Premises. The Authority shall instruct the Supplier which level is in force. The Supplier shall agree with the Authority security measures appropriate to this level and provide these measures for the required duration.
- 8.12.9. The Supplier shall be required to implement and enforce all extra security measures that may be required during an increased threat including but not necessarily limited to:
- A. Following a strict procedure as designated by the Authority in response to all incidents, including counter terrorism;
  - B. Search individuals, baggage and Vehicles on entry and exit (the Supplier shall maintain accurate records of all such searches);
  - C. Provide agreed enhanced patrols; and



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D. Provide other enhanced controls as instructed.

- 8.12.10. The Authority may require the Supplier to provide additional security staff in circumstances of increased threat. The Supplier shall take into account the requirements for increased manning, increased patrols, police liaison and extra perimeter and door security.
- 8.12.11. For these purposes, the Supplier shall be required to maintain a pool of security cleared Supplier Personnel and other back-up arrangements. The number of staff within the pool shall be agreed with the Authority on a site specific basis. Wherever possible, at least three (3) Working Days' notice of such a requirement shall be provided by the Authority. In the event of a short-notice/immediate increase in the Response Level, the Supplier shall deliver additional security staff within three (3) hours of notice being provided.
- 8.12.12. In responding to increased threats, the Supplier shall comply with the Authority's business continuity plans.
- 8.12.13. Following the conclusion of each short term increased threat the Supplier shall participate in a full review of the processes and procedures adopted and any incidents which occurred in order to improve future planning and response.

**8.13. Lock Up / Open Up of Authority Premises**

- 8.13.1. On attendance at each Authority Premises as key holder for the Authority, the Supplier shall provide assistance to the emergency services on arrival to ensure the Authority Premises is fully secured and alarms reset as necessary. The Supplier shall liaise with the relevant Helpdesk with reference to any reactive maintenance required in order to secure each Authority Premises.
- 8.13.2. The Supplier shall be required to unlock and lock up to fully secure the Authority Premises as part of their daily security duties in accordance with the agreed building opening hours.

**8.14. Canine Detection**

- 8.14.1. The Supplier may be required to provide a canine detection service on an ad-hoc basis, as requested by the Authority, with the ability to deliver, mobile and real-time search and detection capability and the ability when requested by the Authority.
- 8.14.2. The ability to be trained to detect firearms, as well as a wide variety of contraband, such as narcotics.
- 8.14.3. The Service shall cover but not be limited to the following:
- A. Tracking
  - B. Trailing

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- C. Hard Surface Tracking
- D. Multi Environmental Body Search
- E. Individual Trouble Shooting - Detection
- F. Individual Trouble Shooting - Security
- G. General Security - Protection
- H. General Security - Site Body Search
- I. Detection Dog Handler Certification & Accreditation
- J. Detection Dog Instructor Certification & Accreditation

8.14.4. Where this service is requested then the responsibility for kennelling, standardised training, accreditation, annual licensing and welfare of the animals is the sole responsibility of the supplier, such that they are maintained at the required standard for operational deployment.

8.14.5. Canine Detection shall be managed as Billable Works.

#### **8.15. Security Screening Applications**

8.15.1. Where installed, the Supplier shall operate applications for the checkpoint security screening of people, and their bags and possessions including but not limited to where requested by the Authority or required in accordance with the approved strategies and protocols agreed with the Authority.

#### **8.16. Design, Supply and Install**

8.16.1. The Supplier may be required to support the future reconfiguration or replacement of electronic security systems during the Term in full consultation with the Authority. The scope of any future requirement for design, supply and / or installation would be agreed with the Authority and managed as Billable Works.

8.16.2. The systems shall include but not be limited to the following electronic systems.

- A. Perimeter intrusion detection systems (PIDS)
- B. Intruder detection systems (IDS)
- C. Alarm signalling
- D. Security lighting
- E. Closed circuit television systems (CCTV)
- F. Network Video Recorders (NVR)
- G. Automatic Access Control System
- H. Security management systems (SMS), fully integrated electronic security solutions.
- I. IT equipment - Operating base for security systems
- J. Electronic Locking Systems
- K. Security Screening Applications
- L. Biometric technologies



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- 8.16.3. The Supplier shall ensure that where they design the system that the design is undertaken by a registered member of a recognised professional security body and have appropriate security industry accreditations.
- 8.16.4. This service will be priced via Billable Works
- 8.16.5. Prior to commencing any work, the Supplier shall ensure a current systems based risk assessment is in place, in line with current guidance and legislation.
- 8.16.6. The Supplier shall ensure that where they supply systems and equipment that they hold relevant and current accreditation to support the system and / or equipment, including holding valid certification for such manufacturers.
- 8.16.7. The Supplier shall provide open protocol systems, unless requested otherwise by the Authority.
- 8.16.8. The Supplier shall provide data storage capacity.
- 8.16.9. The Supplier shall provide where requested training on Supplier provided systems to Authority's staff which shall include but not be limited to:
- A. Retrieval of data, to include downloading and copying for evidential purposes;
  - B. Emergency Response;
  - C. Security Procedures; and
  - D. System operation
- 8.17. Perimeter Fences (and Gates)**
- 8.17.1. The Supplier shall keep the effectiveness of Perimeter Fences (and Gates) under continuous review and identify perceived weaknesses in suitability, performance and/or condition and make recommendations for improvement of the elements where appropriate.
- 8.17.2. The Supplier shall ensure that this considers all security components associated with these elements, including but not limited to:
- A. Gates and other access points;
  - B. Topping;
  - C. Burrow resistance measures;
  - D. Detection systems, integrated with other security systems where required;
  - E. Internal release mechanisms;
  - F. Locking requirements;
  - G. Turnstiles;
  - H. Integration with Vehicle barriers;
  - I. Associated Ground Works.

**8.18. Automatic Barriers, Gates, Rising Bollards and Blockers**

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- 8.18.1. The Supplier shall operate automatic barriers, automatic number plate recognition systems, gates, rising bollards and blockers installed at the Authority Premises to maximise system functionality. The Supplier shall keep these elements under continuous review and identify perceived weaknesses in suitability, performance and/or condition and make recommendations for improvement of these elements where appropriate.
- 8.18.2. This shall include Vehicle Security Barriers (VSB's) where installed (incorporating automatic number plate recognition systems where appropriate) including active, passive, and retractable, rising, sliding and swinging including but not limited to the following types:
- A. Blocker
  - B. Bollard
  - C. Door
  - D. Gate
  - E. Perimeter
  - F. Portal
  - G. Planter

## 9. FACILITIES MANAGEMENT SERVICES (SOFT FM)

The Supplier shall be responsible for delivering a customer focused, professionally managed, high quality and value for money service for Soft FM Services

**SOFT FM:** Supplier responsibilities for Soft FM service include, but not be limited to:

- Routine Cleaning Services
- Reactive Cleaning Services
- Provision of Consumables
- Deep Periodic Cleaning
- Window Cleaning
- Waste Services
- Pest Control Services
- Permit to Work Process
- Porterage
- Furniture Management
- Move and Space Management
- Soft Landscaping
- Professional Snow and Ice Clearance

All services shall be delivered in line with industry best practice and the Authority's Soft FM Standards, including but not limited to the HMRC estates cleaning standards. The services shall always be 100% statutory compliant. The Supplier shall also support the Authority by providing guidance on service efficiencies and best practice initiatives throughout the course of the Agreement.



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The Supplier shall provide a cleaning service throughout the IBF Sites that is delivered in a safe and efficient manner

The Supplier will ensure that sufficient resource is available 24/7 365(6) to support planned and reactive cleaning services and an emergency response call out provision in line with Schedule 2.2 (*Performance Levels*).

### **Legislative Obligations, Standards and Approved Codes of Practice (ACoP)**

The Supplier shall comply with all applicable legislation, health and safety requirements, security standards and all relevant guidance and regulations to include but no be limited to:

Chilled Water	<ul style="list-style-type: none"> <li>• Drinking Water Directive 1998.</li> </ul>
Cleaning	<ul style="list-style-type: none"> <li>• Control of Substances Hazardous to Health (COSHH)</li> <li>• Health and Safety regulations</li> <li>• BICSc standards</li> <li>• British Standard BS 5415 Parts 1 and 2 and any amendments thereof</li> <li>• Authority Standards</li> </ul>
Pest control	<ul style="list-style-type: none"> <li>• Affiliation to a recognised pest control association such as the British Pest Control Association (BPCA)</li> <li>• Control of Pesticide Regulations (COPR) and where required the Biocidal Products Regulations (BPR). Only products on the HSE approved lists are to be used.</li> <li>• Control of Substances Hazardous to Health (COSHH)</li> <li>• Relevant Health and Safety legislation and regulation.</li> </ul>
Portering	<ul style="list-style-type: none"> <li>• Approved Codes of Practise (ACoP)</li> </ul>
Soft Landscaping	<ul style="list-style-type: none"> <li>• Control of Pesticides Regulations, the conditions of Approval for the chemicals and any other relevant code of practice issued by the Department for the Environment, Food and Rural Affairs ("DEFRA").</li> <li>• Wildlife and Countryside Act 1981 and Weeds Act 1959</li> <li>• Horticultural Code of Practice covering invasive non-native plants</li> <li>• All relevant Health and Safety codes</li> <li>• Hazardous Waste regulations;</li> </ul>
Tree Surgery	<ul style="list-style-type: none"> <li>• National Proficiency Tests Council qualified (or equivalent) in Arboriculture</li> <li>• All work carried out to BS 3998 Standard</li> </ul>
Waste	<ul style="list-style-type: none"> <li>• The Waste ( England and Wales) Regulations 2011; The Waste ( Northern Ireland) Regulations 2011; The Waste (Scotland) Regulations 2012</li> <li>• Workplace (Health, Safety and Welfare) Regulations 1992</li> <li>• Environmental Protection Act 1990</li> <li>• BS EN 15713</li> <li>• Legislation (General and Domestic Waste) and Environmentally Preferable manners (Recyclable Waste and Hazardous Waste)</li> </ul>

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	<ul style="list-style-type: none"> <li>• Dangerous Goods Regulations on labelling</li> <li>• Regulations governing the disposal of batteries</li> </ul>
Window Cleaning	<ul style="list-style-type: none"> <li>• Health and Safety Executive (HSE) guidance notes on window cleaning</li> </ul>

## CLEANING SERVICES

## 9.1. Generic Cleaning Requirements

## 9.1.1. The Supplier shall ensure that:

- A. Appropriate cleaning levels and frequencies are applied to deliver a working environment that is clean, healthy and pest free, such that the general appearance of the Authorities Premises is seen by Site Users and the general public to be clean and well maintained at all times in line with the Authority cleaning standards
- B. Cleaning audits will be carried out weekly, monthly and/or quarterly as required by the Authority. The cleaning audit process will be determined by the Authority.
- C. Adhere to the COVID cleaning programme as determined by the Authority.

## 9.1.2. The Supplier shall provide the Authority with expert and technical advice on the service to explore improvements, maximise efficiency and performance across all cleaning Services.

## 9.1.3. The Supplier is to provide an uninterrupted supply of consumables at the sites associated with the hygienic use of toilets, washing facilities, changing rooms, first aid rooms and staff kitchenettes, to the specified standard, at all times. No less than a seven (7) day back up supply of consumables. A list of proposed cleaning consumables products shall be approved by the Authority during the Mobilisation stage and regularly throughout Term.

9.1.4. The Supplier shall keep and retain records of the cleaning carried out ("**cleaning records**") at the IBF Sites (specifying the time, date and specific cleaning carried out).

## 9.1.5. Cleaning stores shall be maintained in a safe (in compliance with COSHH and Health and Safety regulations), clean and tidy manner on all occasions.

## 9.1.6. The Supplier shall not damage or disfigure any part of the Authority Premises, fixtures or fittings whilst delivering Cleaning Service. The Supplier must take reasonable precautions to prevent this from occurring. Any damage proved to be



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caused through negligence by the Supplier will be repaired and paid for by the Supplier.

- 9.1.7. The Supplier shall be responsible for liaising with the Authority and / or Authority Representatives following Authority Premises upgrades and refurbishments to ensure that any new finishes and fabrics which have been installed are cleaned in line with the manufacturers' requirements.

**9.2. Cleaning of External Areas**

- 9.2.1. The Supplier shall ensure that external building fabric, lighting, fixtures and fittings are maintained and clean.

**9.3. Cleaning Standards**

- 9.3.1. During the Mobilisation stage and, subsequently no later than six (6) weeks prior to each twelve (12) month anniversary of the commencement of Services, the Supplier shall prepare and submit to the Authority a detailed annual cleaning programme for all the Routine (Planned) and Deep (periodic) Cleaning activities for approval. Within the programme, the Supplier shall highlight the Routine (Planned) and Deep (periodic) Cleaning activities that are likely to cause any potential disruption to the Authority's business operations at the Authority's Premises, despite the best efforts of the Supplier to mitigate such disruption.

**9.4. Portable Washroom Solutions**

- 9.4.1. The Supplier shall be responsible for the cleaning of portable toilets where supplied. The service shall include;

- A. The provision of waste storage and collection.
- B. The supply, delivery and installation of all associated hand washing detergents, cleaning detergents, paper towels, toilet paper and waste receptacles.

- 9.4.2. The Supplier shall ensure that all the portable facilities are cleaned, inspected and maintained regularly so as to minimise the risk of smell, contamination, disease and pests and to ensure no loss of availability arises.

- 9.4.3. Further details of the requirement will be provided at mobilisation.

**9.5. Pest Control Services**

- 9.5.1. The Supplier shall provide a comprehensive planned and re-active pest control Service to keep the Authority Premises free from all types of rodents, birds, insects and all other pests.

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- 9.5.2. Where Authority Premises require the installation of new bird netting or specialist services (e.g. hawking services) to prevent persistent fouling and/or building damage, Billable Works shall apply.
- 9.5.3. Certificates must be provided showing each of the technician's qualifications and aptitudes in the pest control techniques and processes.
- 9.5.4. The Supplier shall fully comply with the Control of Pesticide Regulations (COPR) and where required the Biocidal Products Regulations (BPR). Only products on the HSE approved lists can be used. The training of staff to use pesticide shall match the HSE approval level of amateur, professional and industrial for the product being used.
- 9.5.5. The Supplier shall obtain approval from the Authority for pest control activities and attendance times at the Authority Premises.
- 9.6. Reactive Pest Control**
- 9.6.1. The Supplier shall provide a reactive pest control service managed in accordance with Schedule 2.2 (*Performance Levels*).
- 9.7. Pest Control Records**
- 9.7.1. The Supplier shall keep and retain records of the pest control services carried out (pest control records) at the Authority Premises (specifying the time, date and specific pest control carried out).
- 9.8. Feminine Hygiene**
- 9.8.1. The Supplier shall provide provisions to offer free sanitary consumables at the Authority Premises by:
- A. Installation of free-vend machines and supply of consumables where applicable in female, gender neutral and disabled access bathrooms.
  - B. Where free-vend machines aren't in place, consumables to be made available in the most applicable areas.
  - C. Free-vend machines to be maintained and re-filled as and when required.
  - D. Site by site consumable usage to be provided as part of the monthly performance reports.
  - E. Commitment to explore opportunities through the supply chain to support sustainability and reduce single use plastic.

**WASTE****9.9. General Waste Requirements**

- 9.9.1. In fulfilment of its statutory duty of care, the Authority shall require the Supplier to provide full information on the methods of disposal of waste, showing clear evidence of using disposal methods which are environmentally preferable. In



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particular, the Supplier shall work with the Authority to strive to meet external and internal targets for the reduction of waste and to develop sustainable ways of achieving zero waste to landfill and continuous improvements as advances in technology arise. The Authority shall be assured that as much of the waste as possible shall be recycled or used for energy recovery, rather than sent to landfill. The Supplier shall collect and dispose of all of the waste in line with the following waste hierarchy and Good Industry Practice:

- A. Prevent;
- B. Prepare for reuse;
- C. Recycle;
- D. Other recovery;
- E. Disposal.

9.9.2. The Supplier shall be responsible for the collection, transportation and ultimate disposal of all waste from the designated central waste storage point/s to a certified waste disposal site relevant to the type of waste being disposed. General Waste Services shall be provided by the Supplier in accordance with the agreed service plan The Supplier is required to:

- A. Recommend best-fit times for undertaking the Waste Management Service whilst acknowledging that services must not disrupt the Authority's core business activities. The Supplier shall obtain Approval from the Authority for waste collection and disposal times for the Authority Premises.
- B. Take into account and comply with any restrictions or obligations on commercial deliveries and collections at the Authority Premises; and
- C. Take note of and comply with any restrictions placed on commercial deliveries and collections by the local authority.

9.9.3. The Supplier shall provide bulk waste storage bins located within the central waste store(s).

#### 9.10. Local Waste Management and Recycling

9.10.1. The Supplier shall provide a localised Waste collection service. The Supplier is responsible for the collection, segregation and removal of all waste from local disposal / collection points throughout the Authority Premises into disposable bags. The Supplier shall move all waste within the Authority Premises to the designated central waste storage point/s on a daily basis. For the avoidance of doubt the requirements for the collection and disposal of waste from the central waste storage point(s) is outlined in 10.16 Waste Streams.

9.10.2. The Supplier will provide, maintain and replace all internal Waste bins within the Authority Premises. Internal Waste bins shall be adequately sized to reflect the volumes of Waste that will arise from daily operational activity within the Authority Premises taking into account integrated waste bin design, occupancy rates and proposed collection frequencies.

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- 9.10.3. The Supplier is required to recommend best-fit times for undertaking local Waste collection services whilst acknowledging that services must not disrupt the Authority's core business activities. The best-fit collection times for undertaking local Waste collection services shall be detailed as part of the annual cleaning programme. No litter or rubbish shall be present, and all Waste bins emptied regularly. Waste bins should not be overflowing at any time and shall be emptied no less than once per day when the cleaning staff (including housekeeping staff) are on site.
- 9.10.4. The service shall be provided via both planned/scheduled activities as well as local reactive service requests.
- 9.10.5. The Supplier shall ensure that any Waste awaiting collection is secure from vermin or other pests and does not pollute the surrounding atmosphere.
- 9.10.6. The Supplier shall ensure that central waste storage areas are safe, secure, maintain appropriate segregation, free from pests, odours and debris.
- 9.11. Organic Waste**
- 9.11.1. Centralised waste segregation stations shall be provided across workplace space within the Authority Premises which shall incorporate an Organic Waste stream in addition to General Waste and Recyclables.
- 9.12. Hazardous Waste**
- 9.12.1. This shall include the collection of Hazardous Waste and non-hazardous waste from the Authority Premises including but not being limited to electrical goods / Waste Electrical and Electronic Equipment (WEEE) items (all areas) and sanitary waste.
- 9.12.2. Hazardous Waste types shall include, but not limited to, sharps and clinical Waste from the first aid rooms and other areas.
- 9.12.3. The Supplier shall handle and treat all special or Hazardous Waste in a manner suitable for its disposal.
- 9.13. FF&E Waste**
- 9.13.1. All Waste shall be removed from local disposal/ collection points to the designated Central Waste Store where it shall be stored in a manner appropriate to the type of Waste in readiness for disposal by the Supplier in accordance with the latest guidance from the Defra guidance on Applying the Waste Hierarchy.
- 9.14. Confidential Waste**



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- 9.14.1. The Supplier shall coordinate provision of confidential waste services to suit Site needs. The services shall include Authority confidential waste needs.
- 9.14.2. Training/ awareness for Personnel is required to be included as part of Personnel induction and refresh training, this should include but is not limited to:
- A. Expectations of types of documents that will require confidential waste disposal
  - B. Impact of GDPR and Data Protection implications
  - C. Recording any incidents relating to confidential documents/ waste into the site incident log.
  - D. Escalation path within the Operational Command and Control Structure.
  - E. That a review of any new incident shall be concluded within one calendar month of the incident. The same rolling month as the incident.

**9.15. Feminine Hygiene Waste**

- 9.15.1. The Supplier is required to provide a Service for the disposal of feminine hygiene waste and shall be required to provide standard sized and suitable receptacles for this type of waste in accordance with the Authority's requirements.
- 9.15.2. The Supplier shall handle, transport, treat and dispose of all feminine hygiene waste in a manner suitable to their nature and potential to pollute or cause harm, taking account of the Dangerous Goods Regulations on labelling, containment and security for transport. Details of the provision of for feminine hygiene products where required by the Authority shall be specified at mobilisation stage.

**9.16. Waste Streams**

- 9.16.1. The Supplier is required to review the Authority Premises during the Mobilisation stage and provide a recommendation to the Authority setting out the optimal local waste streaming approach for Approval by the Authority. This shall include recommended local bin numbers, sizes, types and configurations within the Authority Premises. This review and recommendation shall take account of anticipated waste volumes, collection frequencies and space allowances / restrictions within the Authority Premises and shall strive to meet internal and external targets for the reduction of waste and to develop sustainable ways of achieving zero waste to landfill. The following sets out an example local waste stream approach to provide Suppliers with guidance regarding the expectations of the Authority:
- A. General and Domestic Waste;
  - B. Recyclable Waste;

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- C. Centralised waste segregation stations shall be provided across the Authority Premises which shall incorporate recyclable Waste streams in addition to General and Domestic Waste.

9.16.2. In line with the Authority's current commitment to sustainability and current Legislation, the Supplier is expected to operate single stream Waste recycling for the Authority Premises incorporating the following recyclable Waste streams:

- A. Cardboard;
- B. Plastics;
- C. Metal can; and
- D. Glass.

9.16.3. The Supplier shall additionally be responsible for operating recycling schemes for toner cartridges, and batteries.

9.16.4. This list is not exhaustive, and the Supplier will be required to work with the Authority to develop a comprehensive list of products for recycling during the Mobilisation stage and throughout the Service Period.

#### **9.17. Chilled Potable Water**

9.17.1. The Supplier shall propose the method of supplying chilled water. The Supplier shall be solely responsible for the provision of all chilled potable water to the Authority Premises.

9.17.2. The Supplier shall have the ability to purchase bottled water in large numbers for business continuity purposes where required.

#### **9.18. White Goods**

9.18.1. The Supplier shall be responsible for the provision, repair and maintenance of all white goods within the IBF Sites, aligned to the Government Buying Standards. This service will be treated as Billable Works.

#### **9.19. Soft Landscaping Services**

9.19.1. The Supplier shall provide a fully comprehensive, professionally managed soft landscaping and maintenance Service at the Authority Premises. The Service may be integrated with other external Services such as cleaning, portage etc. where applicable, so that there shall be no duplication of tasks in external areas. The Supplier shall maintain all external areas and shall maintain a tidy weed free appearance.



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- 9.19.2. The Supplier shall provide a maintenance service in respect of all grassed areas which shall be maintained to a good aesthetic standard at all times with grass cuttings removed from the IBG Sites.
- 9.19.3. The Supplier shall ensure that:
- A. All external soft landscaped areas are kept safe, clean and tidy and the Supplier shall be responsible for the removal of all litter, leaves and debris and for emptying all external waste receptacles, to include dog litter bins in accordance with Hazardous Waste regulations;
  - B. Planned and reactive maintenance activities and maintained areas of soft landscaping and planting are safe and free of defects;
  - C. That they prevent any dangers or hazards to the Authority, its staff and Site Users;
  - D. All areas are kept free of an accumulation of leaves, weeds and any other solid matter;
  - E. All trees and other soft landscaping are maintained to ensure the safety of the Authority and its staff and Site Users;
  - F. An annual tree survey is undertaken;
  - G. All products and Services procured shall comply with the latest version of the Horticultural Code of Practice covering invasive non-native plants;
  - H. All debris arising from the performance of the works is promptly removed from the Authority Premises and disposed of in an environmentally preferable manner; and
  - I. Comply with relevant legislation to include but not be limited to Wildlife and Countryside Act 1981.
- 9.19.4. The Supplier shall consider in every instance whether the use of any form of chemical, including fertilizer, pesticide and herbicide, is strictly necessary before application. The Supplier shall only use chemicals specifically approved for the purpose for which it is intended as dictated by the Control of Pesticides Regulations, the conditions of Approval for the chemicals and any other relevant code of practice issued by the DEFRA. The Supplier shall ensure compliance with the Authority's policy on Greening Government Commitments at all times.
- 9.19.5. Where invasive weeds are present at a Authority Premises, the Supplier shall inform the Authority and be responsible for putting in place surveillance regimes in line with statute (Wildlife and Countryside Act 1981 and Weeds Act 1959) to identify notifiable and invasive weeds to initially control and stop their spread with an objective to totally eradicate them. This service will be treated as Billable Works.
- 9.19.6. The Supplier shall ensure that all chemicals are applied in accordance with manufacturers' instructions and in accordance with all relevant Health and Safety codes. Use of pesticides and artificial fertilisers shall be minimised, by for example switching to natural methods of controlling weeds, insects and fungi and maintaining soil fertility. The Supplier shall substitute all slow renewables, such as peat, with Organic Wastes such as compost, manure, leaf mould, bark chippings and coir. Additionally, the Supplier shall maintain the grounds of the

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Authority Premises by using good husbandry and encouraging native flora and fauna.

- 9.19.7. The Supplier shall develop a biodiversity plan for each IBF Site within 3 months of mobilisation of each IBF Site.

**9.20. Professional Snow and Ice Clearance**

- 9.20.1. The Supplier shall provide a professionally managed and proactive snow and ice clearance Service to the IBF Site(s). Minimising the risks associated with snow and ice is critical to ensure site operations and therefore of high importance to the Authority. The Supplier shall develop appropriate measures as part of their Health and Safety Management System, business continuity planning and service provision to respond to and mitigate the risks posed through proactive and preventative measures.

- 9.20.2. The Supplier shall develop site-specific winter maintenance plans (Snow, Ice Clearance (SNIC) Plan) within twenty-eight (28) days of mobilisation of individual sites.

- 9.20.3. Where snow or heavy frost is forecast, the Supplier shall take reasonable preventative measures to maintain safe surfaces for pedestrian and vehicle users. The Supplier shall provide a reactive gritting, snow and ice clearance Services as and when required at the IBF Site(s).

- 9.20.4. All roads, car parks, pathways, entrances and other affected surface areas of the IBF Site(s) shall be free of snow and ice and kept in an anti-slip condition. Clearance and gritting shall be undertaken in accordance with an agreed prioritised method statement and action plan developed during the Mobilisation stage.

- 9.20.5. The Supplier shall be responsible for the provision of salt bins and salt at IBF Site(s) and shall maintain stock levels to ensure health and safety is maintained.

- 9.20.6. The Supplier shall take care during snow clearance to ensure that the IBF Sites are not damaged.

- 9.20.7. The extent of areas requiring snow and ice clearance will be confirmed for each IBF Site(s) during the Mobilisation stage.

**9.21. Tree Surgery (Arboriculture)**

- 9.21.1. The Supplier shall develop and implement an arboriculture management plan for the Authority Premises.

- 9.21.2. The Supplier shall provide tree surgery on an ad hoc basis and evaluated on an elective basis.



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- 9.21.3. The Supplier shall ensure that Supplier Personnel carrying out tree surgery Services are National Proficiency Tests Council qualified (or equivalent) in Arboriculture, and that all work is carried out to BS 3998 Standard. Any third-party supplier(s) used by the Supplier for performing Tree Surgery Services shall be a full member of the Arboriculture Association or equivalent.
- 9.21.4. The Supplier shall seek Approval from the Authority before trimming or felling any trees, particularly trees which are protected via a Tree Preservation Order.

**10. FACILITIES MANAGEMENT SERVICES (HARD FM)**

The Supplier shall be responsible for delivering a customer focused, professionally managed, high quality and value for money service for Soft and Hard FM Services

**HARD FM:** Supplier responsibilities for Hard FM service include planned preventative maintenance and reactive maintenance services to all MEP and Building Fabric assets in line with the most recent version of SFG20 and CIBSE guidelines. The services shall always be 100% statutory compliant, while enhancing the lifetime of assets. The Supplier shall provide guidance to the Authority by suggesting more efficient and effective ways of delivering the services, applying good work methodologies and adhering to legislative requirements and industry standards. Assets to be maintained and improved to good working order and in compliance with future changes to legislation and codes of practice.

Hard FM Services will support other Supplier functions, such as but not limited to Security Services by way of systems training and support services. The Supplier will also be responsible for delivery of pollution management and response services, such as spill response, as well as MEP, Statutory Inspection Services and Building Fabric Services, including but not limited to:

- Mechanical and Electrical Maintenance Services
- Building Fabric Maintenance
- Standby Power Systems Maintenance
- High Voltage (HV) and Switchgear Maintenance
- Condition Surveys
- Ventilation and Air Conditioning Systems Maintenance
- Security, Access and Intruder Systems Maintenance
- Fire Detection and Firefighting Systems Maintenance
- Catering Equipment Maintenance
- Handyman Services
- Statutory Inspections
- CAFM System
- Helpdesk
- Automated barrier control system maintenance
- Audio Visual ("AV") equipment maintenance
- Television cabling maintenance
- Locksmith Services
- Portable Appliance Testing
- Signage

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There may also be a requirement to deliver project works from time to time including but not limited to external lighting and re-surfacing.

The Supplier will ensure that sufficient resource, with suitable and sufficient equipment and suitable training, either by way of static or mobile engineers, is available 24/7 365(6) to support planned maintenance, reactive maintenance and an emergency response call out provision in line with Schedule 2.2 (*Performance Levels*).

The Supplier shall be responsible for establishing and maintaining the necessary systems including the use of the CAFM System to log and record responses to problems as they occur as well as recording performance of equipment, systems and Supplier Personnel. Where equipment holds a warranty, it shall be maintained in accordance with the warranty requirements.

Costs for all consumable items and replacement parts which are required to satisfactorily maintain the Services are of the same quality and type or better as provided for the original installation. Replacement components shall be of the same manufacturer as the equipment being serviced wherever possible.

### **Legislative Obligations, Standards and Approved Codes of Practice (ACoP)**

The Supplier shall comply with all applicable legislation, health and safety requirements, security standards and all relevant guidance and regulations to include but not be limited to:

Asbestos Management	<ul style="list-style-type: none"> <li>• The Control of Asbestos Regulations: 2012.</li> <li>• UKAS accredited surveyors and testing laboratories</li> </ul>
Compliance plans, specialist surveys and Audits	<ul style="list-style-type: none"> <li>• Building Research Establishment Environmental Assessment Methodology ("BREEAM")</li> <li>• Quality Management System ("QMS")</li> </ul>
Electrical	<ul style="list-style-type: none"> <li>• Electricity at Work Regulations 1989 and BS 7671 (as amended).</li> <li>• IET Wiring Regulations BS7671</li> </ul>
Environmental Management	<ul style="list-style-type: none"> <li>• Town and Country Planning (Environmental Impact Assessment) Regulations 2017</li> <li>• Ionising Radiations Regulations 2017 (HSE, 2017; HSENI, 2017)</li> </ul>
Fire detection and firefighting systems	<ul style="list-style-type: none"> <li>• Applicable Legislation, British Standards, Approved Codes of Practice, Industry or Government guidelines, manufacturer's recommendations and industry best practice.</li> <li>• The Regulatory Reform (Fire Safety) Order 2005</li> </ul>
High Voltage ("HV") and switchgear maintenance	<ul style="list-style-type: none"> <li>• High Voltage Authorised Person</li> </ul>
Lifts	<ul style="list-style-type: none"> <li>• Regulation 5(1)(d) of the Lifting Operations and Lifting Equipment Regulations 1998 AND Working at Height Regulations</li> </ul>
Oil & Fuel Storage	<ul style="list-style-type: none"> <li>• HASAW 1974</li> </ul>
Signage	<ul style="list-style-type: none"> <li>• Health and Safety (Safety Signs and Signals) Regulations 1996, the Equality Act 2010</li> </ul>



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Statutory Inspections	<ul style="list-style-type: none"> <li>• EC and UK statutory and legislative requirements, approved codes of practice, best practice and manufacturer's guidelines as appropriate.</li> </ul>
Ventilation and air conditioning systems maintenance	<ul style="list-style-type: none"> <li>• COSHH 2002</li> <li>• EH40</li> <li>• HSEG409</li> <li>• HSG173</li> <li>• CIBSE</li> <li>• KS17</li> <li>• HVCA</li> </ul>
Water hygiene maintenance	<ul style="list-style-type: none"> <li>• UKAS accredited laboratory.</li> </ul>

**MAINTENANCE SERVICES****10.1. Generic Maintenance Requirements**

- 10.1.1. The Service shall recognise Authority requirements in regard to the Delivery of planned maintenance that may be in addition to or in replacement of SFG20 requirements, landlord tenancy agreements that exist at the Authority Premises and shall be responsible for ensuring these requirements are fully captured in the planned maintenance regime and managed via the CAFM System in accordance with the Asset information requirements to ensure that all Services are Delivered in full compliance with the Authority's legal, statutory and lease obligations.
- 10.1.2. Where SFG20 is not applicable to a planned maintenance activity or where the Authority has specified bespoke requirements for the maintenance of systems and / or Assets are applicable, the Supplier shall be responsible for the creation of discretionary PPM task instructions to meet the Authority's requirements in accordance with SFG20. The Supplier shall ensure that these discretionary PPM activities are approved by the Authority prior to their addition to the PPM schedules and upload to their SFG20 / CAFM System.
- 10.1.3. The Supplier shall inform the Authority of enhancements and/or modifications to SFG20 PPM management regimes where they are likely to impact on the agreed Charges for maintenance services e.g. changes in PPM task frequencies. Where the Authority agrees the implementation of the change, they will be managed via the Change Control Procedure.
- 10.1.4. The Supplier shall ensure that the planned maintenance schedules capture any further requirements outlined by the Authority.
- 10.1.5. PPM tasks shall be generated through the CAFM System on a Monthly basis, in advance. The Supplier shall work to an annual PPM programme and ensure that an annual PPM schedule for the relevant year is available on the CAFM System for each respective Authority Premises in advance of the annual planned maintenance programme commencing.

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- 10.1.6. The Supplier shall ensure they operate a safe system of work in accordance with their Health and Safety Policy and that risk assessments are site specific and not generic and shall include the following:
- A. Asset criticality;
  - B. Any relevant equipment manufacturers' recommendations;
  - C. Industry Standard specification;
  - D. The Supplier's experience of similar equipment and Services; and
  - E. The risk to and/or impact upon the business that could result from failure of the Asset.
  - F. All permits to work are to be undertaken exclusively by the Supplier.
- 10.1.7. The Supplier shall ensure that:
- 10.1.8. The Supplier shall be responsible for the safe keeping and storage of any materials that may be directly delivered to the Authority Premises, including other site-specific critical spares as agreed with the Authority. The Supplier shall provide the necessary storage facility and agree with the Authority the level of supplies to be maintained at each IBF Site.
- 10.1.9. The Supplier shall agree access arrangements for restricted areas in advance in order to avoid being denied entry and delaying the execution of the Services.
- 10.2. Internal and External Building Fabric Maintenance**
- 10.2.1. The Supplier shall ensure that in instances of spot (reactive) re-lamping, they acknowledge the need to ensure electrical safety when replacing lamps in addition to ensuring consistency in colour balancing throughout the area and in keeping with the Authority's requirements.
- 10.2.2. The Supplier shall deliver lighting levels to the required LUX as determined by the Authority at Mobilisation of each IBF Site.
- 10.2.3. The Supplier shall be required to undertake redecoration works on a cyclical / periodic basis at the Authority's request. Any redecoration work required as a result of reactive maintenance shall be included with the reactive maintenance work.
- 10.2.4. The Supplier shall provide a gutter clearance service and shall ensure drainage systems including but not limited to pipes, gutters, manholes and parapet gutters. The Supplier shall ensure that these are kept functional at all times and remain free from debris, leaves and other blockages at all times. The frequency shall be determined at Mobilisation stage.
- 10.2.5. The Supplier shall provide a securing and making safe Service in the event of break-ins, vandalism or damage to the external building on a reactive basis within the timescales detailed in the Service Delivery Response Times. This shall



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include but shall not be limited to boarding up windows on a temporary basis and re-glazing of broken windows as a minimum requirement.

10.2.6. The Supplier shall be responsible for the safe storage and maintenance of all equipment issued to them for their use on the Agreement by the Authority. All maintenance works undertaken shall be in accordance with the manufacturer's recommendations.

10.2.7. The Supplier shall be responsible for the provision of:

- A. Replacement equipment;
- B. Operator Training;
- C. Insurance cover;
- D. Certification;
- E. Risk assessments; and
- F. Calibration.

10.2.8. The Supplier shall, at the end of the contract period, be responsible for the return all items issued to them by the Authority for their use on the Agreement in their original condition and in good working order. Any items missing or damaged, shall be replaced by the Supplier at no cost to the Authority.

10.2.9. Details of the equipment to be issued to the Supplier will be defined at mobilisation stage.

### **10.3. Reactive Maintenance Services**

10.3.1. All reactive repairs and maintenance shall be delivered in line with Billable Works.

10.3.2. The Supplier shall proceed with emergency tasks, in the event of critical or emergency tasks to mitigate health and safety or business continuity and disaster recovery risks. The Supplier shall seek formal Approval from the Authority and shall keep the Authority advised at all times on the status, technical issues and cost of the task.

### **10.4. Building Management System ("BMS") Maintenance**

10.4.1. The operation of the Authority's building engineering Service is to be achieved through the BMS. The Supplier shall operate the systems in a competent, pro-active manner so as to control all of the systems and the internal environment and to maintain a secure and reliable Service.

10.4.2. The Supplier shall monitor any departures from agreed environmental parameters and shall take actions to rectify.

10.4.3. Before adjusting set, points or modifying software the Supplier shall fully understand the effect these actions may have on the air conditioning and other

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building Service systems process and take account of the internal and external environment.

- 10.4.4. The Supplier shall ensure that the BMS is periodically upgraded as and when software versions are issued.
- 10.4.5. The Supplier shall ensure that the BMS forms part of the maintained Assets and is maintained and Serviced as part of the general maintenance regime.
- 10.4.6. The Supplier shall ensure that the BMS is configured to operate building systems at optimum energy efficiency.
- 10.4.7. The operation of the Authority's building engineering Service is to be achieved through the BMS. The Supplier shall operate the systems in a competent, pro-active manner so as to control all of the systems and the internal environment and to maintain a secure and reliable Service.

**10.5. Standby Power System Maintenance**

- 10.5.1. The Supplier shall:
  - A. Be responsible for the maintenance and operation of backup generators and uninterrupted power supply equipment;
  - B. Ensure that the backup equipment is available at all times and must deliver an uninterrupted power supply;
  - C. Liaise with the Authority for the load testing of this equipment;
  - D. Be responsible for the accurate recording of systems that are connected to the generators and UPS systems;
  - E. UPS shall provide a minimum of 30 minutes power to IBF Sites;
  - F. Be responsible for ensuring that the systems are not overloaded and the balance between phases is maintained;
  - G. Ensure that fuel levels in storage tanks are maintained at a minimum of seventy-five per cent (75%) capacity;
  - H. Ensure that invoices for fuel are dealt with as Pass Through Costs; and
  - I. Conduct as a minimum one (1) annual black test on all standby power systems installed.

**10.6. High Voltage ("HV") and Switchgear Maintenance**

- 10.6.1. The Supplier shall:
  - A. Maintain HV switchgear using the same principles employed for other mechanical and electrical systems. HV switchgear may be designated by the Authority as a business-critical system;



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- B. Ensure that substations are clean, dry, and ventilated. The Supplier shall ensure that tubular heaters are fitted where necessary to avoid condensation;
- C. Ensure that hardwood, metal or concrete duct covers are in place, except when work is being carried out. Under no circumstances shall items which are not directly concerned with the operation and maintenance of the HV installation be kept in the substation;
- D. Ensure that HV equipment is regularly inspected, maintained and tested to ensure that it is in a safe and serviceable condition;
- E. Ensure that any of its staff operating in an HV environment are authorised, suitably qualified and competent and shall at the very least:
  - a. Be an electrical craftsman; and
  - b. Be over the age of twenty-three (23) years.
- F. Ensure there is a qualified named High Voltage Authorised Person ("HVAP") engineer for the Authority Premises(s); and
- G. Ensure that a permit to work system is used for this Service.

**10.7. Planned / Group Re-Lamping Service**

- 10.7.1. The Supplier shall adopt an organised approach to re-lamping across the Authority Premises.
- 10.7.2. The Supplier shall monitor this Service for efficiency with a view to achieving the greatest possible reductions in replacement frequency and cost. A consistent colour/warmth is critical in presentational and prestige areas.
- 10.7.3. The Supplier shall be cognisant of the impact that lighting control systems have on the life expectancy of lamps. The Supplier shall make proposals for the enhancement and expansion of lighting control systems.
- 10.7.4. The Supplier shall ensure that luminaires and light fittings are kept in good repair and are cleaned and maintained to ensure optimum performance.
- 10.7.5. The Supplier shall ensure that all lamps and tubes in prestige areas such as reception areas and meeting rooms and all emergency lighting are fully operational at all times subject to response and rectification times.
- 10.7.6. The Supplier shall ensure that control and execution of this Service is managed entirely by the CAFM System in line with the overall PPM schedule and subject to the same performance Standards. The Supplier shall ensure that all reports and recommendations are held centrally within the CAFM System. In instances of reactive lamping, the Supplier shall acknowledge the need to ensure electrical safety when replacing lamps in addition to ensuring consistency in colour balancing throughout the area and in keeping with the Authority's requirements.
- 10.7.7. The optimum replacement frequencies for lamps may be determined by the Supplier, whilst maintaining the specified lighting levels in accordance with targets published by the Authority and in accordance with industry guidance.

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- 10.7.8. The Supplier shall work alongside the Authority to identify opportunities for greater efficiencies in lamping as technology develops. This will apply to all Authority Premises systems.
- 10.7.9. The Supplier shall dispose of old fluorescent tubes in accordance with environmental best practice and any relevant legislation, using the most economically advantageous method. Where appropriate, this may mean taking advantage of any national or cross-Government Agreements to which the Authority has access.
- 10.7.10. The Supplier shall assess new lamp technology (such as LED) before re-lamping an area(s). Where this upgrade takes place, a review of the consumables and the Charges shall be considered via the Change Control Procedure in accordance with Clause 13 (*Change*) of the Core Terms of the Agreement.
- 10.8. Septic Tank Servicing and Sewage Collection**
- 10.8.1. The Supplier shall:
- A. undertake twice daily visual inspections of septic tanks to check levels, avoid spillage or pollution and identify any maintenance issues.; and
  - B. ensure sufficient collections for site operations.
- 10.9. Specialist Maintenance Services**
- 10.9.1. Any specialist maintenance requirements will be defined during Mobilisation, on a site by site basis.
- 10.10. Asbestos Management**
- 10.10.1. The Supplier shall be responsible for ensuring that services provided to all Authority Premises are statutory compliant in accordance with the Control of Asbestos Regulations (2012).
- 10.10.2. The Supplier shall ensure an asbestos management plan, as agreed by the Authority, is in place within thirty (30) days of the mobilisation date for each IBF Site and be responsible for undertaking regular (at least annual) reviews of the Asbestos Management Plan, as agreed by the Authority, thereafter.
- 10.10.3. The Supplier shall maintain the Asbestos register such that it contains a comprehensive Schedule of all areas within each Authority Premises which contain asbestos or asbestos-based products or other deleterious (ACM) materials.



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- 10.10.4. The Supplier shall be responsible for the delivery of asbestos surveys and for the updating of the asbestos register following refurbishment and demolition works.
- 10.10.5. Where asbestos removal works are required by the Authority the works shall be undertaken by the Supplier the costs for the works shall be rechargeable via Billable Works.
- 10.10.6. The Supplier shall publish and convey the contents of the asbestos register to all its Supplier Personnel and Sub-contractors that are likely to be at risk of interfacing with this substance or have an interface with activities which may expose them to this substance. An up to date paper copy shall be held on site at all times.

**10.11. Water Hygiene Maintenance**

- 10.11.1. The Supplier shall be responsible for ensuring that services provided to all Authority Premises are statutory compliant.
- 10.11.2. The Supplier shall undertake an initial review of the Authority's Water Management Plan present at the Authority premises within the first six (6) months of the Agreement and be responsible for undertaking regular (at least annual) reviews of the water management plan and legionella risk assessment thereafter and shall issue a detailed report which outlines areas of risk, recommendations to remove the risks, schematic drawings and photographic evidence of all areas of risk.
- 10.11.3. Where Authority Premises are discovered to be non-compliant and do not have a water risk assessment in place, the Supplier shall be responsible for undertaking a review and for producing a new legionella risk assessment and UKAS tests on the behalf of the Authority. Costs for this service shall be rechargeable and be managed via Billable Works.
- 10.11.4. The Supplier shall have a written scheme of examination and maintain a water hygiene logbook.
- 10.11.5. The Supplier shall provide a water hygiene service that includes a cleaning and disinfection regime in accordance with current health and safety requirements as specified within the FM Service Standards and water treatments to include hard water treatments and PH level testing. These Services shall include the provision of all associated consumables to include water softening cartridges, PH testing equipment and ultraviolet ("UV") filters.
- 10.11.6. The Supplier shall produce and implement an inspection and monitoring regime to check systems and plant for performance, cleanliness, contamination and damage.

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- 10.11.7. Temperatures shall be monitored to ensure that the required Standard of control is reached within the code of practice guidelines.
- 10.11.8. The Supplier shall report any anomalies that may be detected, and detail corrective works where required. Authority Premises records shall be audited and amended.
- 10.11.9. The Supplier shall produce and implement a regime of bacteria sampling to detect legionella, e-coli and any other water bound bacteria using an UKAS accredited laboratory.
- 10.11.10. The Supplier shall empty tank bunds of all contaminated and uncontaminated water and dispose of water in a manner that accords with the level of contamination.

**10.12. Compliance Plans, Specialist Surveys and Audits**

Within forty-five (45) days from the start of each IBF Sites mobilisation at each IBF Site the Supplier shall provide a statement on whether the Authority Premises in its current condition and in the way it is currently used is fully compliant with all statutory requirements.

- 10.12.1. The Supplier shall produce and submit a compliance plan detailing remedial action required to ensure compliance with the Authority's statutory and/or insurance obligations. The Supplier shall include costs for the provision of this compliance plan via Billable Works.
- 10.12.2. Where remedial action is required and is agreed by the Authority it shall be managed via Billable Works.
- 10.12.3. The appointment of independent auditors and inspection bodies shall be approved by the Authority prior to the commencement of any works at the Authority Premises.
- 10.12.4. The Supplier shall allow the Authority to attend third party surveillance visits by its registration body throughout the Term.
- 10.12.5. The results of the audits and inspections shall be made available to the Authority within four (4) weeks of completion of the audit and shall be recorded on the Supplier's CAFM System.
- 10.12.6. The Supplier shall always and immediately upon discovery notify the Authority when an Authority Premise becomes non-compliant at any time and/or for any reason.

**10.13. Condition Surveys**



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- 10.13.1. The Supplier shall provide a professionally managed planned programme of condition surveys that shall cover all systems, assets and building fabric and be carried out annually by competent and qualified staff. This will be managed and delivered in line with Billable Works.

**10.14. Fire Risk Assessments**

- 10.14.1. The Authority shall be the responsible person for all property and retain responsibility for Fire Safety Management Plans including evacuation plans.
- 10.14.2. The Supplier shall review the fire risk assessment and Fire Safety Management Plans at the relevant Authority Premises and undertake subsequent reviews as an in-scope Service. The Costs for these Services shall be included in the Charges as set out in Schedule 7.1 (*Charges and Invoicing*).
- 10.14.3. Where Authority Premises are discovered to be non-compliant and do not have a fire risk assessment in place, the Supplier shall be responsible for undertaking a review and for producing a new fire risk assessment on the behalf of the Authority. Costs for this service and any associated remedial works shall be rechargeable and be managed via Billable Works.
- 10.14.4. The Supplier shall report to the Authority any significant issues under their control that impact on existing fire risk assessments and fire safety plans, including evacuation plans and co-operate in ensuring they are up to date.
- 10.14.5. The Supplier shall ensure that where required, front of house Supplier Personnel undertake fire extinguisher training in order to be able to select the appropriate extinguisher and safely handle and use extinguishers in the case of an emergency. This will be confirmed during the Mobilisation stage.

**10.15. Handyman Services**

- 10.15.1. The Supplier shall provide an adaptable and responsive handyman Service to the IBF Sites, the requirement to be determined on a site by site basis. The Supplier Personnel delivering the handyman Service shall have training and experience in the wide range of maintenance and repair requests that are likely to be demanded of this Service.
- 10.15.2. The handyman service shall be available to deal with general small repairs and decoration on a planned, reactive or an ad hoc basis. Tasks likely to fall within the remit of the handyman Service include but are not limited to picture hanging, shelf hanging, pin board installation, light bulb changing, toilet seat replacement, clearing pipe / drain blockages, building fabric inspections, carpet issues, movement of boxes and small-scale furniture movement. All additional or Billable Works carried out shall be subject to Authority approval prior to proceeding.

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- 10.15.3. The Supplier shall provide all necessary tools and equipment for carrying out the handyman Service, including access equipment to enable the Supplier to perform tasks safely.
- 10.15.4. The Supplier shall be required to demonstrate the validity and maximum usage of the Service, and continuously seek to drive down Costs associated with the Service through multi-tasking and re-deployment on a daily basis. The Supplier shall explore the synergies between all other Services when considering resourcing this Service.
- 10.15.5. The Supplier shall respond to requests for handyman services placed and monitored via the helpdesk.
- 10.16. Hire and Rental Agreements**
- 10.16.1. At the Mobilisation stage, the Supplier may be asked to accept transfer of existing contracts/agreements as required by the Authority.
- 10.16.2. Alternatively, the Supplier may be required to put in place their own hire or rental agreements (e.g. generators) as requested by the Authority.

**GROUND MAINTENANCE SERVICES****10.17. Hard Landscaping Services**

- 10.17.1. The Supplier shall provide hard landscaping maintenance on a monthly basis and any additional work as the Authority requires to include but not limited to:
- A. Footways/footpaths/pavements/road surfaces (including road drainage and storm drains)
  - B. Steps and ramps to entrances
  - C. Car parking areas
  - D. Kerbs, edgings and pre-formed channels
  - E. Fencing, gates and boundaries
  - F. Fixed and portable irrigation systems
  - G. Lighting columns and lit bollards
  - H. Bicycle Racks
  - I. Road markings, and
  - J. Windscreens.
- 10.17.2. The Supplier shall ensure that all external hard surfaces are kept safe, clean and tidy to include but not limited to:
- A. Grass cutting;
  - B. Spraying of hard standing throughout the summer months;
  - C. Hand pull large weeds;



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- D. Spray off perimeter beds with weeds and unwanted growth throughout the summer;
  - E. Keep all neighbour's hedge/shrub growth back to metal fencing, site pruned on a rational basis - all debris removal from site; and
  - F. Tree base growth removal.
- 10.17.3. The Supplier shall ensure that planned and reactive maintenance activities maintain areas of hard landscaping that are safe, free of defects and prevent any dangers or hazards to the Authority, its Staff and Site Users.
- 10.17.4. The Supplier shall ensure that fences, gates and boundaries are maintained and replaced to deter unauthorised access and retain the appearance of well-kept facilities.
- 10.17.5. The Supplier shall ensure that, bin stores and the like are well maintained, regularly cleaned and kept in good repair.
- 10.17.6. The Supplier shall respond to requests for reactive maintenance placed via the helpdesk. The Supplier shall ensure that a pro-active approach is taken to maintenance of hard landscaping and shall take advantage of the ability of the CAFM System to incorporate these activities into a PPM schedule.
- 10.17.7. This service shall be routed via the helpdesk to ensure seamless and efficient Service and be driven by the KPIs in place.
- 10.17.8. The Supplier will be responsible for the provision of all materials and consumables required to successfully deliver the service and ensure safe access to the Authority Premises is maintained.
- 10.18. Road Surfaces and Traffic Calming Measures**
- 10.18.1. The Supplier shall provide a regime for the inspection, replacement and repair of road surfaces and traffic calming measures throughout the IBF Site, on an IBF site by site basis, within twenty-eight (28) days of Mobilisation of each IBF Site.
- 10.18.2. The Supplier shall inspect all road surfaces and traffic calming measures on a once every 24 hours basis and report all faults to the helpdesk.
- 10.18.3. The Supplier shall carry out temporary repairs to the road surface within 24 hours.
- 10.18.4. The Supplier shall fully repair any damage to road surfaces less than 6 metres square within the ten (10) days. For areas above 6 metres square, the Supplier shall submit a programme of works, with timescales included, to the Authority and make the repair within twenty-eight (28) days to highway standards, with a 12-month guarantee.
- 10.18.5. The Supplier shall maintain and repair traffic calming measures throughout the IBF Site and, as agreed at Mobilisation of each IBF Site.

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**10.19. Drainage Protection, Cleaning and Maintenance Regime**

- 10.19.1. The Supplier shall produce a drainage system management plan, on a site by site basis.
- 10.19.2. The Supplier shall provide a regime for the protection, cleaning and maintenance of all IBF Site drainage to include but not be limited to:
- A. The Supplier shall carry out a full drainage survey and produce a report and a schedule and programme of works, on a site by site basis, within twenty-eight (28) days of Mobilisation of each IBF Site. The Supplier shall produce and agree with the Authority, an action plan within seven (7) days following production of the report.
  - B. The Supplier shall assess the flood risk due to rain fall and prepare a plan to ensure that no surface water is on site, within twenty-eight (28) days of Mobilisation of each IBF Site.
  - C. The Supplier shall pressure jet all IBF Sites drains, removing any blockages and carry out a camera survey, to identify areas of concern or issue, on a 6-monthly basis. The Supplier shall produce and agree with the Authority, an action plan within seven (7) days following production of the report.
  - D. The Supplier shall provide a road sweeper to clean and clear the road surface throughout the IBF Site of all detritus and dust and to clear all drains and gullies of all rubbish, soil and blockages, on a monthly basis.
- 10.19.3. The Supplier shall road sweep the lorry bays and inspection sheds on a quarterly basis.

**10.20. Windsock**

- 10.20.1. The Supplier shall be responsible for the installation, maintenance and repair of a windsock at each IBF Site and shall keep a spare windsock at each IBF Site.
- 10.20.2. The Supplier shall clean or replace the windsock every 6 Months, whichever is the most cost-effective option.

**10.21. Anemometer**

- 10.21.1. The Supplier shall be responsible for the installation, maintenance and repair of an anemometer at each IBF Site, with capability to provide remote electronic readings.

**10.22. Electric Charge Points and Vehicle**

- 10.22.1. The Supplier shall maintain and service charge points at each IBF Site, with faulty charge points repaired within 24 hours.



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- 10.22.2. In view of the size of the IBF Sites, the Supplier shall provide electric vehicles, at each IBF Site, for the soft services team to deliver stores and react to priority one incidents. The Supplier shall be responsible for the insurance, tax, maintenance and repair of the vehicle.

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## Annex 1

## SLAs

1. The Supplier shall comply with the SLAs set out in the table below. For the purposes of this table:
- the terms “Interim Update” and “Completion” shall have the same meanings given to them in Part II of Annex 1 of Schedule 2.2 (*Performance Levels*); and
  - “Business Critical” shall have the meaning given to it in Schedule 6.4 (*Billable Works*).

Reference	Category	Description	Initial attendance	Interim Update	Completion due
SSO1	Emergency	The Authority require the Supplier to report high risk incidents to the Authority via the escalation process and follow the agreed chain of command (Gold Command/senior stakeholders)	N/A	N/A	5 minutes
SSO2	Emergency - Security Related	Issues and matters related to the Security Services pillar giving rise to an immediate risk to life, health and safety, Business Critical or security risk	5 minutes	N/A	30 minutes
SSO3	Emergency - Non-Security Related	Issues and matters giving rise to an immediate risk to life, health and safety or Business Critical risk	15 minutes	N/A	60 minutes



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SSO4	Business Critical - Security Related	Any incident or potential incident related to the Security Services pillar that presents an immediate threat to security, health, safety, wellbeing, serious disruption, extensive damage to IBF Site(s) and / or Business Critical issues	5 minutes	45 minutes	12 hours
SSO5	Business Critical - Non-Security Related	Any incident or potential incident that presents an immediate threat to health, safety, wellbeing, serious disruption, extensive damage to IBF Site(s) and / or Business Critical issues	15 minutes	45 minutes	12 hours
SSO6	Urgent	Any incident or request that requires prompt attention but does not present an immediate threat to security, health, safety, wellbeing, minor disruption and / or minor damage to IBF Site(s)	30 Minutes	3 hours	24 hours

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**SCHEDULE 2.1A**

**SERVICES DESCRIPTION DEFINITIONS**



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**1. DEFINITIONS**

The definitions apply in Schedule 2.1 (Services Description):

<b>“Authority Nominated Personnel”</b>	means any third party personnel employed by or acting on behalf of the Authority;
<b>“Authority Personnel”</b>	means personnel employed or managed by the Authority;
<b>“Authority’s Soft FM Standards”</b>	means the Authority’s Soft FM Standards as set out in Data Room 13;
<b>“Basic DBS Criminal Records Check”</b>	means Digital Barring Service checks;
<b>“BPSS Verification”</b>	means Baseline Personnel Security Standard;
<b>“CAFM System”</b>	Computer Aided Facilities Management System;
<b>“Consignment”</b>	any and all items contained within a Vehicle;
<b>“External Temporary Storage Facilities” or “ETSF”</b>	a temporary facility for the storage of uncleared Consignments for up to ninety (90) days;
<b>“Fire Safety Management Plans”</b>	means the Fire Safety Management Plans as set out in Data Room 7;
<b>“FM Service Standards”</b>	means the FM Service Standards as set out in Data Room 13 and 14;
<b>“Hard FM”</b>	means Hard Facilities Management;
<b>“Hard FM Services”</b>	means Hard Facilities Management Services;

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<b>“Hazardous Waste”</b>	refers to those hazardous materials as set out within the Hazardous Waste (England and Wales) Regulations 2005, as amended from time to time;
<b>“Health and Safety Management System”</b>	means the Health and Safety Management System as set out in Data Room 6 or a Suppliers’ own Health and Safety Management System;
<b>“HMG”</b>	means His Majesty’s Government;
<b>“HMRC”</b>	means His Majesty’s Revenue and Customs;
<b>“HMRC Estates Security Standards”</b>	means HMRC Estates Security Standards as set out in Data Room 16;
<b>“IBF Site Personnel”</b>	is any individual employee on site;
<b>“MEP”</b>	means Mechanical Electrical and Plumbing;
<b>“MHE”</b>	means either ‘Manual Handling Equipment’ or ‘Material Handling Equipment’;
<b>“Monthly Performance Review Meeting”</b>	has the meaning given to it in Schedule 8.1 (Governance);
<b>“OMPs”</b>	means Operational Management Plans;
<b>“Operational Command and Control Structure”</b>	as set out in the Command and Control Structure document provided at the commencement of Mobilisation which sets out the communication processes between the Supplier(s) and the Authority to support daily operational delivery;
<b>“Organic Waste”</b>	any material that is biodegradable and comes from plant or animal;
<b>“Other Governments Departments”</b>	means any Government department other than HMRC;



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<b>“Pass Through Costs”</b>	are third party costs incurred by the Supplier in connection with the provision of the services;
<b>“PPE”</b>	means Personal Protective Equipment;
<b>“Response Level”</b>	means the level of protective security measures required that may be required in response to a terrorist threat;
<b>“RPE”</b>	means Respiratory Protective Equipment;
<b>“Safe Systems of Work” or “SSOW”</b>	means the procedure to eliminate and reduce risk involved in a specific operation;
<b>“SC”</b>	means ‘Security Check’, being a defined level of security vetting;
<b>“Senior Marshals”</b>	means Section/Department Shift Team Leader;
<b>“Site Users”</b>	means Drivers, Agents, Customers, and Operators;
<b>“Site Visitors”</b>	means persons spending time at site for business purposes;
<b>“Soft FM”</b>	means Soft Facilities Management;
<b>“Standard Operating Procedures” or “SOP”</b>	means Standard Operating Procedure;
<b>“Statutory Inspection Services”</b>	means inspection services used to ensure compliance with, and adherence to, all laws, regulations and statute;
<b>“T&amp;A System”</b>	means Time and Attendance System;
<b>“UPS”</b>	means Uninterruptable Power Supply; and
<b>“Vehicles”</b>	means vehicles permitted on to an IBF Site.

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**SCHEDULE 2.2**

**PERFORMANCE LEVELS**



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**Performance Levels**

**DEFINITIONS**

In this Schedule, the following definitions shall apply:

<b>“Balanced Scorecard Report”</b>	has the meaning given in Paragraph 1.1(b) of Part B;
<b>“Compensation for Unacceptable KPI Failure”</b>	has the meaning given in Paragraph 4.1 ( <i>Unacceptable KPI Failure</i> );
<b>“Critical KPI Failure”</b>	where: <ul style="list-style-type: none"><li>(a) the Supplier fails to provide any part of the Services to a level which meets or exceeds the Critical KPI Failure Performance Threshold for the relevant KPI; and/or</li><li>(b) there is a Repeat Failure Count of three (3) or more for the relevant KPI.</li></ul>
<b>"Critical KPI Failure Performance Threshold"</b>	means the relevant level of performance designated as such for a KPI and set out in the relevant table in Part I of Annex 1 of this Schedule 2.2;
<b>“KPI”</b>	the key performance indicators set out in Table A1 of Part I of Annex 1;
<b>"KPI Failure"</b>	the Supplier fails to provide any part of the Services in accordance with and so as to at least meet the Target Performance Levels in respect of a KPI;
<b>“Measurement Period”</b>	in relation to a KPI or SPI, the period over which the Supplier’s performance is measured (for example, a Service Period if measured monthly or a twelve (12) month period if measured annually), as is specified for each KPI or SPI in the tables set out at Annex 1;

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<b>"Monthly Performance Monitoring Report"</b>	has the meaning given in Paragraph 1.1 of Part B;
<b>"Performance Review Meeting"</b>	the regular meetings between the Supplier and the Authority to manage and review the Supplier's performance under this Schedule, as further described in Paragraph 1.4 of Part B;
<b>"Repeat Failure Count"</b>	has the meaning given in Paragraph 6.2 of Part A;
<b>"Repeat KPI Failure"</b>	has the meaning given in Paragraph 6.1 of Part A;
<b>"Service Credit Cap"</b>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<b>"SPI"</b>	the subsidiary performance indicators set out in Table A2 of Part I of Annex 1;
<b>"SPI Failure"</b>	a failure to meet the Target Performance Level in respect of a SPI;
<b>"Target Performance Level"</b>	the minimum level of performance for a KPI or SPI which is required by the Authority, as set out in the tables in Annex 1; and
<b>"Unacceptable KPI Failure"</b>	the Supplier committing a KPI Failure in respect of 75% or more of the KPIs that are measured in that Service Period.



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**PART A: PERFORMANCE INDICATORS AND SERVICE CREDITS**

**1 GENERAL**

- 1.1 The Supplier shall perform the Services so that they meet or exceed the applicable Target Performance Levels for Performance Indicators from the relevant Operational Services Commencement Date.
- 1.2 The Target Performance Level is the minimum standard of performance which is required by the Authority.
- 1.3 Annex 1 sets out the Key Performance Indicators and Subsidiary Performance Indicators which the Parties have agreed shall be used to measure aspects of performance of the Services by the Supplier.
- 1.4 The Supplier shall monitor its performance against each Performance Indicator and shall send the Authority a report detailing the level of service actually achieved in accordance with Part B.
- 1.5 The Supplier acknowledges that any KPI Failure, and any failure to measure or report on a KPI in accordance with Part B of this Schedule, shall entitle the Authority to the rights set out in this Schedule, including the right to any Service Credits and that:
  - (a) any Service Credit is a price adjustment to reflect the actual quality of service provided to the Authority and does not represent an estimate of the loss or damage that may be suffered by the Authority in respect of the KPI Failure which gives rise to the Service Credit; and
  - (b) the crediting of any Service Credit is, and shall be, without prejudice to any other right, remedy, or entitlement which the Authority may have under this Agreement (including but not limited to the right to claim damages from the Supplier relating to any loss arising from such failure to achieve the relevant Target Performance Level).

**2 PERFORMANCE INDICATORS**

- 2.1 Each Performance Indicator which relates to a Service shall apply and be measured from the relevant Operational Service Commencement Date of the relevant Service(s) to which that Performance Indicator relates (unless otherwise stated in Table A1 or A2 of Part I of Annex 1).
- 2.2 The Supplier shall monitor its performance of the Services against the Target Performance Level for each Performance Indicator and shall send the Authority a Monthly Performance Monitoring Report in accordance with Part B of this Schedule.
- 2.3 If the Supplier fails to measure or report on a Performance Indicator in accordance with Part B of this Schedule, the Supplier shall be deemed to have failed to meet the Target Performance Level for the relevant Performance Indicator in the relevant Measurement Period, unless the Authority otherwise agrees in writing.
- 2.4 Each Target Performance Level and/or Critical KPI Failure Performance Threshold may only be changed as a result of the application of:

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- (a) the Change Control Procedure;
- (b) the continuous improvement requirements set out in Schedule 7.3 (*Value for Money*) of this Agreement which will be addressed through the Change Control Procedure; or
- (c) the agreed results of a benchmarking exercise which is carried out pursuant to the provisions of Schedule 7.3 (*Value for Money*) which will be addressed through the Change Control Procedure.

**3 PERFORMANCE FAILURES****3.1 If in any Service Period:**

- (a) a KPI Failure occurs:
  - (i) subject to Paragraph 4.1(b) (*Compensation for Unacceptable KPI Failure*), Service Points shall accrue and shall be calculated in accordance with this Part A;
  - (ii) the relevant Service Credits shall be deducted from the Service Charges in accordance with Paragraph 9 (*Service Credits - Reduction of Service Charges*);
  - (iii) the Supplier shall comply with the Rectification Plan Process; and
  - (iv) where permitted in accordance with Clause 33.1(b) the Authority shall be entitled to terminate the Agreement;
- (b) a SPI Failure occurs, the Supplier shall:
  - (i) notify the Authority as soon as practicable but in any event within three (3) Working Days of becoming aware of the SPI Failure setting out: (A) full details of the SPI Failure, including a root cause analysis; (B) the actual or anticipated effect of the SPI Failure; and (C) the steps which the Supplier will take (if applicable) to rectify the SPI Failure and/or to prevent the SPI Failure from recurring, including timescales for such steps and for the rectifications; and
  - (ii) immediately start work on the actions set out in the Supplier's notice pursuant to (i).

**4 UNACCEPTABLE KPI FAILURE****4.1 If in any Service Period, an Unacceptable KPI Failure occurs or is determined:**

- (a) the Authority shall be entitled to withhold and retain as compensation for the Unacceptable KPI Failure a proportionate part (decided by the Authority in its absolute discretion) of any Service Charges which would otherwise have been due to the Supplier in respect of that Service Period (such sum being "**Compensation for Unacceptable KPI Failure**"); and



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- (b) if the Authority withholds and retains such Compensation for Unacceptable KPI Failure, any Service Points and Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue in respect of the KPI Failures which made up the Unacceptable KPI Failure,

provided that the operation of this Paragraph 4.1 shall be without prejudice to any right which the Authority may have to terminate this Agreement and/or to claim damages from the Supplier as a result of such Unacceptable KPI Failure.

- 4.2 The Supplier agrees that the application of Paragraph 4.1 is commercially justifiable where an Unacceptable KPI Failure occurs.

## 5 SERVICE POINTS

- 5.1 If the level of performance of the Supplier during a Measurement Period meets or exceeds the Target Performance Level in respect of a KPI, no Service Points shall accrue to the Supplier in respect of that KPI.
- 5.2 If the level of performance of the Supplier during a Measurement Period is below the Target Performance Level in respect of a KPI, Service Points shall accrue to the Supplier in respect of that KPI.
- 5.3 Subject to Paragraph 5.4, the number of Service Points that shall accrue to the Supplier in respect of a KPI Failure shall be the relevant number as set out in Table A1 of Part I of Annex 1 (in its form at the relevant time and as may be adjusted in accordance with this Agreement) depending on the performance level achieved (rounded to the nearest one decimal place), unless:
  - (a) Paragraph 2.3 (failure to measure or report on a KPI) applies, in which case Service Points shall accrue to the Supplier in respect of that deemed KPI Failure at the highest available level associated with that KPI; and/or
  - (b) the KPI Failure is a Repeat KPI Failure in which case the provisions of Paragraph 6 shall also apply.
- 5.4 The Authority shall be entitled to redistribute Service Points between KPIs (at its sole discretion by giving at least one (1) months' notice in writing to the Supplier but without having to follow the Change Control Procedure), subject to the following restrictions:
  - (a) the maximum number of Service Points that can be allocated to any one (1) single KPI is thirty (30) (without prejudice to the application of Paragraph 6 below in relation to Repeat KPI Failures);
  - (b) no more than one hundred (100) Service Points can be reallocated across all of the KPIs in any one Measurement Period; and
  - (c) any such reallocation shall take effect at the start of the next Measurement Period to commence for the relevant KPIs following service of notice in writing by the Authority in accordance with this Paragraph 5.4.
- 5.5 Not more than twice in each Contract Year the Authority may, on giving the Supplier at least three (3) months' notice convert one or more:

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- (a) Key Performance Indicators into a Subsidiary Performance Indicator; and/or
  - (b) Subsidiary Performance Indicators into a Key Performance Indicator (in which event the Authority shall also set out in the notice details of what will constitute a KPI Failure for the new Key Performance Indicator).
- 5.6 The Supplier shall not be entitled to object to any changes made by the Authority in accordance with Paragraph 5.5, or increase the Service Charges as a result of such changes provided that:
- (a) the principal purpose of the changes is to reflect changes in the Authority's business requirements and/or priorities or to reflect changing industry standards; and
  - (b) there is no change to the Service Credit Cap.
- 5.7 For the avoidance of doubt, Service Points (and accordingly Service Credits) shall be accrued cumulatively by the Supplier (and for each KPI against which there is a relevant KPI Failure). Service Credits accrued by the Supplier for all KPI Failures in a Service Period shall be added together to give the total Service Credit due from the Supplier in respect of that Service Period.
- 6 REPEAT KPI FAILURES**
- 6.1 If a KPI Failure occurs in respect of the same KPI in any two consecutive Measurement Periods, the second and any subsequent such KPI Failure shall be a "**Repeat KPI Failure**".
- 6.2 In each Monthly Performance Monitoring Report, the Supplier shall track and report on the current number of sequential Repeat KPI Failures for each KPI (the "**Repeat Failure Count**"). For example, if a KPI Failure has occurred in three (3) sequential Measurement Periods, the Repeat Failure Count will be two (2).
- 6.3 When, in a Measurement Period, a KPI with a Repeat Failure Count above zero (0) meets its Target Performance Level, the Repeat Failure Count shall be reset to zero (0).
- 6.4 Without prejudice to the Authority's other rights and remedies, there shall be no upper limit to the Repeat Failure Count. However, a Repeat Failure Count of three (3) or more shall be deemed to be a Critical KPI Failure by the Supplier against the relevant KPI.
- 6.5 The number of Service Points that shall accrue to the Supplier in respect of a Measurement Period and for a KPI Failure that is a Repeat KPI Failure shall be calculated as follows:

$$SP = P + (P * RFC * 0.5)$$

where:

**SP** = the number of Service Points that shall accrue for the relevant Repeat KPI Failure;



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**P** = the applicable number of Service Points for that KPI Failure as set out in Annex 1 (as updated) depending on the performance level achieved; and

**RFC** = the Repeat Failure Count.

## 7 REMEDIES

- 7.1 Without prejudice to the Authority's other rights and remedies in this Agreement, the Parties acknowledge and agree that Critical KPI Failures (including Repeat KPI Failures at the level referred to at Paragraph 6.4 above) and Unacceptable KPI Failures represent a level of non-performance that would entitle the Authority to invoke its termination rights set out in Clause 33.1(b) (*Termination by the Authority*).
- 7.2 The Parties agree that Service Credits are a non-exclusive remedy and shall be without prejudice to any rights or remedies of the Authority under this Agreement or at Law including any entitlement that the Authority may have to damages and/or to terminate.
- 7.3 Once any necessary allocation of Service Points has been determined and made, the Parties shall make the necessary adjustments to the next invoice to be raised by the Supplier pursuant to Paragraph 9 (*Service Credits - Reduction of Service Charges*).

## 8 SERVICE CREDITS CALCULATION

- 8.1 Service Credits shall be calculated by reference to the number of Service Points accrued in any one Service Period and by reference to those KPIs for which the Measurement Period ended in or at the end of that Service Period.
- 8.2 For each Service Period:
- (a) the Service Points accrued shall be converted to a percentage deduction from the Service Charges for the relevant Service Period; and
  - (b) the total Service Credits applicable in respect of the Service Period shall be calculated in accordance with the following formula:

$$SC = TSP \times X \times SuP$$

where:

**SC** is the total Service Credits for the relevant Service Period;

**TSP** is the total Service Points that have accrued for the relevant Service Period;

**X** is 1%; and

**SuP** is the total Supplier Profit payable for the relevant Service Period (prior to deduction of applicable Service Credits).

The Authority shall use the Monthly Performance Monitoring Reports provided pursuant to Part B, amongst other things, to verify the calculation and accuracy of the Service Credits (if any) applicable to each Service Period.

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**9 SERVICE CREDITS - REDUCTION OF SERVICE CHARGES**

- 9.1 This Paragraph 9 sets out the mechanism by which Service Credits are applied to invoices.
- 9.2 The liability of the Supplier in respect of Service Credits shall be subject to Clause 25.2(c) (*Financial and other Limits*) provided that, for the avoidance of doubt, the operation of the Service Credit Cap shall not affect the continued accrual of Service Points in excess of such financial limit in accordance with the provisions of this Schedule.
- 9.3 Service Credits are a reduction of the Service Charges payable in respect of the relevant Services to reflect the reduced value of the Services actually received and are stated exclusive of VAT.
- 9.4 Service Credits shall be shown as a deduction from the amount due from the Authority to the Supplier in the invoice for the Service Period immediately succeeding the Service Period to which they relate.

**10 KPI FAILURE - AUTHORITY CAUSE**

- 10.1 If the Supplier fails to provide the Services in accordance with the Target Performance Levels but can demonstrate that the Supplier Non-Performance would not have occurred but for an Authority Cause then, subject to Clauses 31.2 and 31.4 the Supplier shall not be liable to accrue Service Credits in respect of that KPI Failure but only to the extent the Supplier can demonstrate that the Supplier Non-Performance was caused by the Authority Cause.

**11 FORCE MAJEURE EVENT**

- 11.1 Subject to Clause 32 (*Force Majeure*), the Authority shall not be entitled to receive Service Credits or withhold and retain any of the Service Charges as Compensation for Unacceptable KPI Failure to the extent that a KPI Failure has been caused by the Force Majeure Event.



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**PART B: PERFORMANCE MONITORING****1 PERFORMANCE MONITORING AND PERFORMANCE REVIEW**

1.1 Within ten (10) Working Days of the end of each Service Period, the Supplier shall provide a report to the Authority Representative:

- (a) which summarises the performance by the Supplier against each of the applicable Target Performance Levels as more particularly described in Paragraph 1.2 of this Part B (the “**Monthly Performance Monitoring Report**”); and
- (b) a report created by the Supplier to the Authority’s senior responsible officer which summaries the Supplier’s performance over the relevant Service Period as more particularly described in Paragraph 1.7 (the “**Balanced Scorecard Report**”).

1.2 The Monthly Performance Monitoring Report shall be in such format as requested by the Authority from time to time, but shall contain, as a minimum, the following information:

**Information in respect of the Service Period just ended**

- (a) for each KPI and SPI the actual performance achieved over the Service Period and the relevant Measurement Period which has just ended, and that achieved over the previous three (3) relevant Measurement Periods;
- (b) a summary of all KPI Failures and SPI Failures that occurred during or which have occurred by the end of the Service Period;
- (c) the Severity Level of each KPI Failure and SPI Failure which occurred during the Service Period or by the end of it;
- (d) which KPI Failures and SPI Failures remain outstanding and progress in resolving them;
- (e) for any Critical KPI Failures occurring during or by the end of the Service Period, the cause of the relevant KPI Failure and the action being taken to reduce the likelihood of recurrence;
- (f) the status of any outstanding Rectification Plan processes, including:
  - (i) whether or not a Rectification Plan has been agreed; and
  - (ii) where a Rectification Plan has been agreed, a summary of the Supplier’s progress in implementing that Rectification Plan;
- (g) for any Repeat KPI Failures, actions taken to resolve the underlying cause and prevent recurrence;
- (h) the number of Service Points awarded in respect of each KPI Failure;

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- (i) the Service Credits (and any Compensation for Unacceptable KPI Failure) to be applied, indicating the KPI Failure(s) to which the Service Credits or Compensation for Unacceptable KPI Failure (as applicable) relate;
- (j) relevant particulars of any aspects of the Supplier's performance which fail to meet the requirements of this Agreement;
- (k) such other details as the Authority may reasonably require from time to time;

**Information in respect of previous Service Periods**

- (l) a rolling total of the number of KPI Failures and SPI Failures that have occurred over or by the end of the past six Service Periods, including any Repeat Failure Counts; and
- (m) the amount of Service Credits that have been incurred by the Supplier over or by the end of the past six Service Periods.

**Performance Disputes**

- 1.3 The Monthly Performance Monitoring Report shall be reviewed by the Authority including at the next Performance Review Meeting held in accordance with Paragraph 1.4. The Supplier acknowledges and agrees that the Authority may, whilst it considers the Monthly Performance Monitoring Report, provide, acting reasonably and in good faith, its own assessment of the Supplier's actual level of performance against a particular KPI or SPI. In the event of any dispute or difference between the Supplier's assessment and the Authority's assessment in respect of a KPI or SPI the Authority's assessment shall, for the purposes of the calculation of the Supplier's level of actual performance in relation to the relevant Measurement Period (and any associated remedies) prevail. However, without prejudice to the foregoing, the Supplier shall be entitled to subsequently escalate any such dispute or difference in accordance with the Dispute Resolution Procedure.
- 1.4 The Parties shall attend meetings on a monthly basis (unless otherwise agreed) to review the Monthly Performance Monitoring Reports. These meetings ("**Performance Review Meetings**") shall (unless otherwise agreed):
  - (a) take place within five (5) Working Days of the Monthly Performance Monitoring Report being issued by the Supplier;
  - (b) take place at such location and time (within normal business hours) as the Authority shall reasonably require (unless otherwise agreed in advance); and
  - (c) be attended by the Supplier Representative and the Authority Representative.
- 1.5 The Authority shall be entitled to raise any additional questions and/or request any further information from the Supplier regarding any KPI Failure or SPI Failure.
- 1.6 In addition to the requirements above and elsewhere in this Agreement to maintain and provide appropriate documents and records, the Supplier shall provide to the Authority such supporting documentation as the Authority may reasonably request from time to time in order to verify the level of the performance of the Supplier.



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**Balanced Scorecard Report**

- 1.7 The Balanced Scorecard Report shall be presented in the form of an online accessible dashboard and, as a minimum, shall contain a high-level summary of the Supplier's performance over the relevant Service Period, including details of the following:
- (a) financial indicators;
  - (b) the Target Performance Levels achieved;
  - (c) behavioural indicators;
  - (d) performance against its obligation to pay its Sub-contractors within thirty (30) days of receipt of an undisputed invoice;
  - (e) Milestone trend chart, showing performance of the overall programme; and
  - (f) sustainability and energy efficiency indicators, for example energy consumption and recycling performance.
- 1.8 The Performance Monitoring Report and the Balanced Scorecard Report shall be reviewed, and their contents agreed by the Parties, at the next Performance Review Meeting held in accordance with Paragraph 1.4.

**2 PERFORMANCE VERIFICATION**

The Authority reserves the right to verify any aspect of the Services and the Supplier's performance under this Agreement against the Target Performance Levels, including by sending test transactions through the IT Environment or otherwise.

## PART I: KEY PERFORMANCE INDICATORS AND SUBSIDIARY PERFORMANCE INDICATORS TABLES:

[illegible]



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	<ul style="list-style-type: none"><li>Vehicle being held by the Authority for including emergency management</li><li>Vehicle breakdown/incident</li><li>Authority System outage</li><li>Enforced IBF Site closure (e.g. due to health &amp; safety incident or Security Incident)</li></ul>							<div><div></div><div></div></div> <div><div></div><div></div></div>	<div><div></div><div></div></div> <div><div></div><div></div></div>
Hard & Soft FM									
KPI4	Mutually agreed Planned Preventative Maintenance plan targets to be met (approx 300)	<div><div></div><div></div></div>	<div><div></div><div></div></div>	<div><div></div><div></div></div>	<div><div></div><div></div></div>	<div><div></div><div></div></div>	<div><div></div><div></div></div>	<div><div></div><div></div></div>	<div><div></div><div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div>
Continuous Improvement									
KPI5	A minimum of 20 CI Ideas (as defined in Schedule 7.3 ( <i>Value for Money</i> )) to be proposed within 18 months of the Effective Date in accordance with the requirements in Paragraph	<div><div></div><div></div></div>	<div><div></div><div></div></div>	<div><div></div><div></div></div>	<div><div></div><div></div></div>	<div><div></div><div></div></div>	<div><div></div><div></div></div>	<div><div></div><div></div></div>	<div><div></div><div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div> <div><div></div><div></div></div>



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	1.1 of Schedule 7.3 ( <i>Value for Money</i> ).								
KPI6	A minimum of 5 CI Ideas should be implemented within 24 months of the Effective Date. Exceptions: Where the Authority is unable/unwilling to implement a valid CI Idea.								
Social Value									
KPI7A	A								

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KPI7B	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



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KPI8A	<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>
KPI8B	<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>	<p>[REDACTED]</p>







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KPI8F	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
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Table A2 Subsidiary Performance Indicators

No	SPI Description	Frequency of Measurement	Target Performance Level	Service Points (only applicable where promoted to a KPI)
Health and Safety				
SPI1	All health & safety incidents e.g. RIDDOR, Near Miss, LTIFR to be reported/added to the Safety Log of which the Authority has access within 24 hours from the occurrence of the incident.	<div><div></div></div>	<div><div></div></div>	
SPI2	Delivery of a minimum of one (1) Preventative Health & Safety Initiative per month for staff across the operational IBF Sites.	<div><div></div></div>	<div><div></div></div>	
Cleaning				
SPI3	Adherence to Routine Cleaning Schedule to Audit Score.	<div><div></div></div>	<div><div></div><div></div></div>	
Vehicle Management				
SPI4	Inspection area readiness - the time taken from a vehicle inspection being requested to a vehicle being accepted into the inspection bay.	<div><div></div></div>	<div><div></div><div></div></div>	
Management				
SPI5	The Supplier to manage complaints in accordance with the agreed process and timeframes (as set out in the SOPs). Acknowledge complaint within 2 hours, Update provided	<div><div></div></div>	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>	

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	within 24 hours and a Written Report within 3 Working Days of receipt of the complaint by the Supplier.			
Priority 1 - Billable Works				
SPI6	Request for services that are classed as a Business-Critical Event or requiring immediate attention which are not included in the Charges and become Billable Works will be initially Acknowledged within 4 hours, Interim Update provided within 12 hours and Completion and/or workaroud acceptable to the Authority (acting reasonably) provided within 24 hours of the request for service.			
Priority 2 Billable Works				
SPI7	Request for services that are not classed as a Business-Critical Event or requiring immediate attention which are not included in the Charges and become Billable Works will be initially Acknowledged within 2 days, Interim Update provided within 7 Working Days, Completion and/or workaroud acceptable to the Authority (acting reasonably) provided within 14 Working Days of the request for service.			
Projects				
SPI8	Request for services that are not included in the Charges and become Projects will be initially Acknowledged within 2 Working Days and a Feasibility Case provided within 30 Working Days			



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**PART II: Performance Indicator Definitions**

For the purposes of the table A1 and A2 in Annex 1 above only, the following terms shall have the following meanings:

“Acknowledge” = To provide acknowledgement that information is received on a matter

“Audit Score” = As per the Authorities auditing process

“Completion” = The situation is then completed and returns to business as usual

“Complaints” = complaints from the Authority or Site Users

“Emergency” = A dangerous situation which requires immediate action

“Feasibility Case” = has the meaning given to it in Schedule 6.3 (*Projects*)

“Fully Open & Fully Operational” =

- all Service pillars of the IBF Site are open and functional to meet the vehicle demand on that given day; and
- Site Users are not impacted by any aspect of the IBF Site not being fully functional

“Interim Update” = To provide a temporary update on the situation.

“LTIFR” = Lost Time Injury Frequency Rate

“Near Miss” = an event not causing harm but has the potential to if it re-occurred

“Planned Preventative Maintenance” = maintenance tasks are scheduled ahead of time, to take place on a regular basis - even whilst an asset is still functioning normally

“Preventative Health & Safety Initiative” = an initiative which is pro-actively performed/delivered to promote a positive health and safety culture on-site

“RIDDOR” = Reporting of Injuries, Diseases and Dangerous Occurrences Regulations

“Routine Cleaning Schedule” = As per the Authorities required schedule

“Safety Log” = a central log registering near misses and safety incidents on-site captured date raised, incident type, corrective action (if required)

“Security Incident” = As per the definition of what constitutes an Incident as per the security SOP.

“Social Value” = As per the Public Services (Social Value) Act 2012

“Update” = To provide an update on a particular matter

“Written Report” = An e-mail report on the matter with concluding solution

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**SCHEDULE 2.3**

**STANDARDS**



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**1. QUALITY PLANS**

**1.1 The Supplier shall:**

- (a) no later than twenty (20) Working Days after the Effective Date, submit to the Authority for approval a quality plan for the Mobilisation activities specified in the Mobilisation Plan; and
- (b) within forty (40) Working Days of the Effective Date, submit to the Authority for approval a quality plan for the Services (*Services Description*),

the purpose of which are to ensure that all aspects of the Mobilisation and Services are the subject of quality management systems and are consistent with the Quality Standards ("**Quality Plans**").

**1.2** The Supplier shall obtain the Authority Representative's written approval of the Quality Plans before implementing them. If the Authority does not approve a Quality Plan, the Authority shall inform the Supplier of its reasons for not approving it. The Supplier shall then within ten (10) Working Days revise the Quality Plan taking those reasons into account and shall re-submit the revised plan to the Authority for the Authority's approval. The Authority shall not unreasonably withhold or delay its approval of the Quality Plan.

**1.3** The Supplier acknowledges and accepts that the Authority's approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Services are provided to the standard required by this Agreement.

**1.4** Following the approval by the Authority of the Quality Plans:

- (a) the Supplier shall design and deliver all Deliverables in accordance with the Quality Plans; and
- (b) any changes to the Quality Plans shall be agreed in accordance with the Change Control Procedure.

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**SCHEDULE 2.4**

**SECURITY MANAGEMENT**



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**1 DEFINITIONS****1.1 In this Schedule:**

<b>“Anti-Malicious Software”</b>	means software that scans for and identifies possible Malicious Software in the IT Environment;
<b>“Breach of Security”</b>	<p>(a) an event that results, or could result, in:</p> <p>(b) any unauthorised access to or use of the Authority Data, the Services and/or the Information Management System; and/or</p> <p>(c) the loss, corruption and/or unauthorised disclosure of any information or data (including the Confidential Information and the Authority Data), including any copies of such information or data, used by the Authority and/or the Supplier in connection with this Agreement;</p>
<b>“Certification Requirements”</b>	means the information security requirements set out in Paragraph 6;
<b>“CHECK Service Provider”</b>	means a company which has been certified by the National Cyber Security Centre, holds “Green Light” status and is authorised to provide the IT Health Check services required by Paragraph 7.1;
<b>“CREST Service Provider”</b>	means a company with a SOC Accreditation from CREST International;
<b>“Cyber Essentials”</b>	means the Cyber Essentials certificate issued under the Cyber Essentials Scheme;
<b>“Cyber Essentials Plus”</b>	means the Cyber Essentials Plus certificate issued under the Cyber Essentials Scheme;
<b>“Cyber Essentials Scheme”</b>	means the Cyber Essentials scheme operated by the National Cyber Security Centre;
<b>“Higher Risk Sub-contractor”</b>	<p>means a Sub-contractor that Processes Authority Data, where that data includes either:</p> <p>(a) the Personal Data of 1000 or more individuals in aggregate during the period between the first Operational Service Commencement Date and the date on which this Agreement terminates in accordance with Clause 4.1(b) (<i>Term</i>); or</p>

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## (b) Special Category Personal Data;

**“Incident Management Process”**

means the process which the Supplier shall implement immediately after it becomes aware of a Breach of Security which is intended to restore normal operations as quickly as possible, minimising any adverse impact on the Authority Data, the Authority, the Services and/or users of the Services and which shall be prepared by the Supplier in accordance with Paragraph 4 using the template set out in Annex 3;

**“Information Assurance Assessment”**

means the set of policies, procedures, systems and processes which the Supplier shall implement, maintain and update in accordance with Paragraph 4 in order to manage, mitigate and, where possible, avoid information security risks including cyber-attacks, hacks, data leaks, Personal Data Breaches and/or theft and which shall be prepared by the Supplier using the template set out in Annex 3;

**“Information Management System”**

means

- (a) those parts of the Supplier System, and those of the Sites, that the Supplier or its Sub-contractors will use to provide the parts of the Services that require Processing Authority Data; and
- (b) the associated information assets and systems (including organisational structure, controls, policies, practices, procedures, processes and resources);

**“Information Security Approval Statement”**

means a notice issued by the Authority which sets out the information risks which the Supplier has identified as being associated with using the Information Management System and confirms that:

- (a) the Authority is satisfied that the identified risks have been adequately and appropriately addressed;
- (b) the Authority has accepted the residual risks; and
- (c) the Supplier may use the Information Management System to Process Authority Data;

**“IT Health Check”**

has the meaning given in Paragraph 7.1;



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- “Malicious Software”** any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
- “Medium Risk Sub-contractor”** means a Sub-contractor that Processes Authority Data, where that data:
- (a) includes the Personal Data of between 100 and 999 individuals (inclusive) in the period between the first Operational Service Commencement Date and the date on which this Agreement terminates in accordance with Clause 4.1(b) (*Term*); and
  - (b) does not include Special Category Personal Data;
- “Personal Data Processing Statement”** means a document setting out:
- (a) the types of Personal Data which the Supplier and/or its Sub-contractors Processes or will Process under this Agreement;
  - (b) the categories of Data Subjects whose Personal Data the Supplier and/or its Sub-contractors Processes or will Process under this Agreement;
  - (c) the nature and purpose of such Processing;
  - (d) the locations at which the Supplier and/or its Sub-contractors Process Personal Data under this Agreement; and
  - (e) the Protective Measures that the Supplier and, where applicable, its Sub-contractors have implemented to protect Personal Data Processed under this Agreement against a Breach of Security (insofar as that Breach of Security relates to data) or a Personal Data Breach;
- “Process”** means any operation which is performed on data, whether or not by automated means, including collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available,

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alignment or combination, restriction, erasure or destruction;

**“Protective Measures”** appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;

**“Required Changes Register”** mean the register within the Security Management Plan which is to be maintained and updated by the Supplier and which shall record each of the changes that the Supplier shall make to the Information Management System and/or the Security Management Plan as a consequence of the occurrence of any of the events set out in Paragraph 5.2 together with the date by which such change shall be implemented and the date on which such change was implemented;

**“Security Management Plan”** means the document prepared by the Supplier using the template in Annex 3, comprising:

- (a) the Information Assurance Assessment;
- (b) the Personal Data Processing Statement;
- (c) the Required Changes Register; and
- (d) the Incident Management Process; and

**“Special Category Personal Data”** means the categories of Personal Data set out in article 9(1) of the GDPR.

## 2 INTRODUCTION

### 2.1 This Schedule sets out:

- (a) the arrangements the Supplier must implement before, and comply with when, providing the Services and performing its other obligations under this Agreement to ensure the security of the Authority Data and the Information Management System;
- (b) the Certification Requirements applicable to the Supplier and each of those Sub-contractors which Processes Authority Data;
- (c) The security requirements in Annex 1, with which the Supplier must comply;



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- (d) the tests which the Supplier shall conduct on the Information Management System during the Term;
- (e) the Supplier's obligations to:
  - (i) return or destroy Authority Data on the expiry or earlier termination of this Agreement; and
  - (ii) prevent the introduction of Malicious Software into the Supplier System and to scan for, contain the spread of, and minimise the impact of Malicious Software which is introduced into the Supplier System in Paragraph 9; and
  - (iii) report Breaches of Security to the Authority.

**3 PRINCIPLES OF SECURITY**

- 3.1 The Supplier acknowledges that the Authority places great emphasis on the confidentiality, integrity and availability of the Authority Data and, consequently on the security of:
  - (a) the Sites;
  - (b) the IT Environment;
  - (c) the Information Management System; and
  - (d) the Services.
- 3.2 Notwithstanding the involvement of the Authority in assessing the arrangements which the Supplier implements to ensure the security of the Authority Data and the Information Management System, the Supplier shall be, and shall remain, responsible for:
  - (a) the security, confidentiality, integrity and availability of the Authority Data whilst that Authority Data is under the control of the Supplier or any of its Sub-contractors; and
  - (b) the security of the Information Management System.
- 3.3 The Supplier shall:
  - (a) comply with the security requirements in Annex 1; and
  - (b) ensure that each Sub-contractor that Processes Authority Data complies with the Sub-contractor Security Requirements.
- 3.4 The Supplier shall provide the Authority with access to Supplier Personnel responsible for information assurance to facilitate the Authority's assessment of the Supplier's

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compliance with its obligations set out in this Schedule at reasonable times on reasonable notice.

**4 INFORMATION SECURITY APPROVAL STATEMENT**

- 4.1 The Supplier must ensure that its Mobilisation Plan sets out in sufficient detail how it will ensure compliance with the requirements of this Schedule, including any requirements imposed on Sub-contractors by Annex 2, from the first Operational Services Commencement Date.
- 4.2 The Supplier may not use the Information Management System to Process Authority Data unless and until:
- (a) the Supplier has procured the conduct of an IT Health Check of the Supplier System by a CHECK Service Provider or a CREST Service Provider in accordance with Paragraph 7.1; and
  - (b) the Authority has issued the Supplier with an Information Security Approval Statement in accordance with the process set out in this Paragraph 4.
- 4.3 The Supplier shall document in the Security Management Plan how the Supplier and its Sub-contractors shall comply with the requirements set out in this Schedule and the Agreement in order to ensure the security of the Authority Data and the Information Management System.
- 4.4 The Supplier shall prepare and submit to the Authority within twenty (20) Working Days of the date of this Agreement, the Security Management Plan, which comprises:
- (a) an Information Assurance Assessment;
  - (b) the Required Changes Register;
  - (c) the Personal Data Processing Statement; and
  - (d) the Incident Management Process.
- 4.5 The Authority shall review the Supplier's proposed Security Management Plan as soon as possible and, in any event within twenty (20) Working Days of receipt and shall either issue the Supplier with:
- (a) an Information Security Approval Statement, which shall confirm that the Supplier may use the Information Management System to Process Authority Data; or
  - (b) a rejection notice, which shall set out the Authority's reasons for rejecting the Security Management Plan.
- 4.6 If the Authority rejects the Supplier's proposed Security Management Plan, the Supplier shall take the Authority's reasons into account in the preparation of a revised Security Management Plan, which the Supplier shall submit to the Authority for



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review within ten (10) Working Days or such other timescale as agreed with the Authority.

4.7 The Authority may require, and the Supplier shall provide the Authority and its authorised representatives with:

- (a) access to the Supplier Personnel;
- (b) access to the Information Management System to audit the Supplier and its Sub-contractors' compliance with this Agreement; and
- (c) such other information and/or documentation that the Authority or its authorised representatives may reasonably require,

to assist the Authority to establish whether the arrangements which the Supplier and its Sub-contractors have implemented in order to ensure the security of the Authority Data and the Information Management System are consistent with the representations in the Security Management Plan. The Supplier shall provide the access required by the Authority in accordance with this Paragraph within ten (10) Working Days of receipt of such request, except in the case of a Breach of Security in which case the Supplier shall provide the Authority with the access that it requires within 24 hours of receipt of such request.

## 5 COMPLIANCE REVIEWS

5.1 The Supplier shall regularly review and update the Security Management Plan, and provide such to the Authority, at least once each year and as required by this Paragraph.

5.2 The Supplier shall notify the Authority within two (2) Working Days after becoming aware of:

- (a) a significant change to the components or architecture of the Information Management System;
- (b) a new risk to the components or architecture of the Information Management System;
- (c) a vulnerability to the components or architecture of the Service which is classified 'Medium', 'High', 'Critical' or 'Important' in accordance with the classification methodology set out in Paragraph 9.2 of Annex 1 to this Schedule;
- (d) a change in the threat profile;
- (e) a significant change to any risk component;
- (f) a significant change in the quantity of Personal Data held within the Service;

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- (g) a proposal to change any of the Sites from which any part of the Services are provided; and/or
  - (h) an ISO27001 audit report produced in connection with the Certification Requirements indicates significant concerns.
- 5.3 Within ten (10) Working Days of such notifying the Authority or such other timescale as may be agreed with the Authority, the Supplier shall make the necessary changes to the Required Changes Register and submit the updated Required Changes Register the Authority for review and approval.
- 5.4 Where the Supplier is required to implement a change, including any change to the Information Management System, the Supplier shall effect such change at its own cost and expense.
- 6 CERTIFICATION REQUIREMENTS**
- 6.1 The Supplier shall be certified as compliant with:
- (a) ISO/IEC 27001:2013 by a United Kingdom Accreditation Service-approved certification body or is included within the scope of an existing certification of compliance with ISO/IEC 27001:2013; and
  - (b) Cyber Essentials PLUS,
- and shall provide the Authority with a copy of each such certificate of compliance before the Supplier shall be permitted to receive, store or Process Authority Data.
- 6.2 The Supplier shall ensure that each Higher Risk Sub-contractor is certified as compliant with either:
- (a) ISO/IEC 27001:2013 by a United Kingdom Accreditation Service-approved certification body or is included within the scope of an existing certification of compliance with ISO/IEC 27001:2013; or
  - (b) Cyber Essentials PLUS,
- and shall provide the Authority with a copy of each such certificate of compliance before the Higher Risk Sub-contractor shall be permitted to receive, store or Process Authority Data.
- 6.3 The Supplier shall ensure that each Medium Risk Sub-contractor is certified compliant with Cyber Essentials.
- 6.4 The Supplier shall ensure that the Supplier and each Sub-contractor who is responsible for the secure destruction of Authority Data:
- (a) securely destroys Authority Data only on Sites which are included within the scope of an existing certification of compliance with ISO/IEC 27001:2013; and



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- (b) are certified as compliant with the NCSC Assured Service (CAS) Service Requirement Sanitisation Standard or an alternative standard as agreed by the Authority.
- 6.5 The Supplier shall provide the Authority with evidence of its and its Sub-contractor's compliance with the requirements set out in this Paragraph 6 before the Supplier or the relevant Sub-contractor (as applicable) may carry out the secure destruction of any Authority Data.
- 6.6 The Supplier shall notify the Authority as soon as reasonably practicable and, in any event within two (2) Working Days, if the Supplier or any Sub-contractor ceases to be compliant with the Certification Requirements and, on request from the Authority, shall or shall procure that the relevant Sub-contractor shall:
  - (a) immediately ceases using the Authority Data; and
  - (b) procure that the relevant Sub-contractor promptly returns, destroys and/or erases the Authority Data in accordance with the requirements set out in this Paragraph.
  - (c) The Authority may agree to exempt, in whole or part, the Supplier or any Sub-contractor from the requirements of this Paragraph 6. Any exemption must be in writing to be effective. The Supplier must include the exemption in the Security Management Plan.

**7 SECURITY TESTING**

- 7.1 The Supplier shall, at its own cost and expense procure and conduct:
  - (a) testing of the Information Management System by a CHECK Service Provider or a CREST Service Provider ("**IT Health Check**") ; and
  - (b) such other security tests as may be required by the Authority,
- 7.2 The Supplier shall complete all of the above security tests before the Supplier submits the Security Management Plan to the Authority for review in accordance with Paragraph 4; and it shall repeat the IT Health Check not less than once every twelve (12) months during the Term and submit the results of each such test to the Authority for review in accordance with this Paragraph.
- 7.3 In relation to each IT Health Check, the Supplier shall:
  - (a) agree with the Authority the aim and scope of the IT Health Check;
  - (b) promptly, and no later than ten (10) Working Days, following the receipt of each IT Health Check report, provide the Authority with a copy of the full report;
  - (c) in the event that the IT Health Check report identifies any vulnerabilities, the Supplier shall:

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- (i) prepare a remedial plan for approval by the Authority (each a "**Vulnerability Correction Plan**") which sets out in respect of each vulnerability identified in the IT Health Check report:
  - (A) how the vulnerability will be remedied;
  - (B) unless otherwise agreed in writing between the Parties, the date by which the vulnerability will be remedied, which must be:
    - (1) within three (3) months of the date the Supplier received the IT Health Check report in the case of any vulnerability categorised with a severity of "medium";
    - (2) within one (1) month of the date the Supplier received the IT Health Check report in the case of any vulnerability categorised with a severity of "high"; and
    - (3) within ten (10) Working Days of the date the Supplier received the IT Health Check report in the case of any vulnerability categorised with a severity of "critical";
  - (C) the tests which the Supplier shall perform or procure to be performed (which may, at the discretion of the Authority, include a further IT Health Check) to confirm that the vulnerability has been remedied;
- (ii) comply with the Vulnerability Correction Plan; and
- (iii) conduct such further tests on the Service as are required by the Vulnerability Correction Plan to confirm that the Vulnerability Correction Plan has been complied with.

7.4 The Supplier shall ensure that any testing which could adversely affect the Supplier System shall be designed and implemented by the Supplier so as to minimise the impact on the delivery of the Services and the date, timing, content and conduct of such tests shall be agreed in advance with the Authority.

7.5 If any testing conducted by or on behalf of the Supplier identifies a new risk, new threat, vulnerability or exploitation technique that has the potential to affect the security of the Information Management System, the Supplier shall within two (2) Working Days of becoming aware of such risk, threat, vulnerability or exploitation technique provide the Authority with a copy of the test report and:

- (a) propose interim mitigation measures to vulnerabilities in the Information Management System known to be exploitable where a security patch is not immediately available; and



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- (b) where and to the extent applicable, remove or disable any extraneous interfaces, services or capabilities that are not needed for the provision of the Services (in order to reduce the attack surface of the Supplier System) within the timescales set out in the test report or such other timescales as may be agreed with the Authority.

7.6 The Supplier shall conduct such further tests of the Supplier System as may be required by the Authority from time to time to demonstrate compliance with its obligations set out this Schedule and the Agreement.

7.7 The Supplier shall notify the Authority immediately if it fails to, or believes that it will not, mitigate the vulnerability within the timescales set out in Annex 1 to this Schedule.

## **8 SECURITY MONITORING AND REPORTING**

8.1 The Supplier shall:

- (a) monitor the delivery of assurance activities;
- (b) maintain and update the Security Management Plan in accordance with Paragraph 5;
- (c) agree a document which presents the residual security risks to inform the Authority's decision to give approval to the Supplier to Process, store and transit the Authority Data;
- (d) monitor security risk impacting upon the operation of the Service;
- (e) report Breaches of Security in accordance with the approved Incident Management Process; and
- (f) agree with the Authority the frequency and nature of the security reports to be prepared and submitted by the Supplier to the Authority within twenty (20) Working Days of Effective Date.

## **9 MALICIOUS SOFTWARE**

9.1 The Supplier shall install and maintain Anti-Malicious Software or procure that Anti-Malicious Software is installed and maintained on any part of the Information Management System which may Process Authority Data and ensure that such Anti-Malicious Software is configured to perform automatic software and definition updates as well as regular scans of the Information Management System to check for, prevent the introduction of Malicious Software or where Malicious Software has been introduced into the Information Management System, to identify, contain the spread of, and minimise the impact of Malicious Software.

9.2 If Malicious Software is found, the parties shall cooperate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Authority Data, assist each other to mitigate any Losses and to restore the Services to their desired operating efficiency.

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9.3 Any cost arising out of the actions of the parties taken in compliance with the provisions of Paragraph 9.2 shall be borne by the parties as follows:

- (a) by the Supplier where the Malicious Software originates from the Software supplied by the Supplier or the Authority Data (whilst the Authority Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Authority when provided to the Supplier; and
- (b) by the Authority, in any other circumstance.

**10 BREACH OF SECURITY**

10.1 If either party becomes aware of a Breach of Security it shall notify the other in accordance with the Incident Management Process.

10.2 The Incident Management Process shall, as a minimum, require the Supplier to do the following upon it becoming aware of a Breach of Security or attempted Breach of Security:

- (a) Immediately take all reasonable steps necessary to:
  - (i) minimise the extent of actual or potential harm caused by such Breach of Security;
  - (ii) remedy such Breach of Security to the extent possible;
  - (iii) apply a tested mitigation against any such Breach of Security; and
  - (iv) prevent a further Breach of Security in the future which exploits the same root cause failure;
- (b) as soon as reasonably practicable and, in any event, within two (2) Working Days, following the Breach of Security or attempted Breach of Security, provide to the Authority full details of the Breach of Security or attempted Breach of Security, including a root cause analysis where required by the Authority.

10.3 In the event that any action is taken in response to a Breach of Security or attempted Breach of Security as a result of non-compliance by the Supplier, its Sub-contractors and/or all or any part of the Information Management System with this Agreement, then such remedial action shall be completed at no additional cost to the Authority.



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**ANNEX 1: SECURITY REQUIREMENTS****1. SECURITY CLASSIFICATION OF INFORMATION**

- 1.1 If the provision of the Services requires the Supplier to Process Authority Data which is classified as OFFICIAL-SENSITIVE, the Supplier shall implement such additional measures as agreed with the Authority from time to time in order to ensure that such information is safeguarded in accordance with the applicable Standards.

**2. END USER DEVICES**

- 2.1 The Supplier shall ensure that any Authority Data which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the Authority except where the Authority has given its prior written consent to an alternative arrangement.
- 2.2 The Supplier shall ensure that any device which is used to Process Authority Data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at: <https://www.ncsc.gov.uk/collection/end-user-device-security>.

**3. NETWORKING**

- 3.1 The Supplier shall ensure that any Authority Data which it causes to be transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted.

**4. PERSONNEL SECURITY**

- 4.1 All Supplier Personnel shall be subject to a pre-employment check before they may participate in the provision and or management of the Services. Such pre-employment checks must include all pre-employment checks which are required by the HMG Baseline Personnel Security Standard including: verification of the individual's identity; verification of the individual's nationality and immigration status; and, verification of the individual's employment history; verification of the individual's criminal record.
- 4.2 The Authority and the Supplier shall review the roles and responsibilities of the Supplier Personnel who will be involved in the management and/or provision of the Services in order to enable the Authority to determine which roles require additional vetting and a specific national security vetting clearance (e.g. a Counter Terrorist Check; a Security Check). Roles which are likely to require additional vetting and a specific national security vetting clearance include system administrators whose role would provide those individuals with privileged access to IT systems which Process Authority Data or data which, if it were Authority Data, would be classified as OFFICIAL-SENSITIVE.
- 4.3 The Supplier shall not permit Supplier Personnel who fail the security checks required by Paragraphs 4.1 and 4.2 to be involved in the management and/or provision of the Services except where the Authority has expressly agreed in writing to the involvement of the named individual in the management and/or provision of the Services.

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- 4.4 The Supplier shall ensure that Supplier Personnel are only granted such access to Authority Data as is necessary to enable the Supplier Personnel to perform their role and to fulfil their responsibilities.
- 4.5 The Supplier shall ensure that Supplier Personnel who no longer require access to the Authority Data (e.g. they cease to be employed by the Supplier or any of its Sub-contractors), have their rights to access the Authority Data revoked within one (1) Working Day.
- 4.6 The Supplier shall ensure that Supplier Personnel that have access to the Sites, the IT Environment or the Authority Data receive regular training on security awareness that reflects the degree of access those individuals have to the Sites, the IT Environment or the Authority Data.
- 4.7 The Supplier shall ensure that the training provided to Supplier Personnel under Paragraph 4.6 includes training on the identification and reporting fraudulent communications intended to induce individuals to disclose Personal Data or any other information that could be used, including in combination with other Personal Data or information, or with other techniques, to facilitate unauthorised access to the Sites, the IT Environment or the Authority Data (“phishing”).

**5. IDENTITY, AUTHENTICATION AND ACCESS CONTROL**

- 5.1 The Supplier shall operate an access control regime to ensure:
- (a) all users and administrators of the Supplier System are uniquely identified and authenticated when accessing or administering the Services; and
  - (b) all persons who access the Sites are identified and authenticated before they are allowed access to the Sites.
- 5.2 The Supplier shall apply the ‘principle of least privilege’ when allowing persons access to the Supplier System and Sites so that such persons are allowed access only to those parts of the Sites and the Supplier System they require.
- 5.3 The Supplier shall retain records of access to the Sites and to the Supplier System and shall make such record available to the Authority on request.

**6. DATA DESTRUCTION OR DELETION**

- 6.1 The Supplier shall:
- (a) prior to securely sanitising any Authority Data or when requested the Supplier shall provide the Government with all Authority Data in an agreed open format;
  - (b) have documented processes to ensure the availability of Authority Data in the event of the Supplier ceasing to trade;
  - (c) securely erase in a manner agreed with the Authority any or all Authority Data held by the Supplier when requested to do so by the Authority;



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- (d) securely destroy in a manner agreed with the Authority all media that has held Authority Data at the end of life of that media in accordance with any specific requirements in this Agreement and, in the absence of any such requirements, as agreed by the Authority; and
- (e) implement processes which address the CPNI and NCSC guidance on secure sanitisation.

**7. AUDIT AND PROTECTIVE MONITORING**

- 7.1 The Supplier shall collect audit records which relate to security events in the Information Management System or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include regular reports and alerts setting out details of access by users of the Information Management System, to enable the identification of (without limitation) changing access trends, any unusual patterns of usage and/or accounts accessing higher than average amounts of Authority Data.
- 7.2 The Supplier and the Authority shall work together to establish any additional audit and monitoring requirements for the Information Management System.
- 7.3 The retention periods for audit records and event logs must be agreed with the Authority and documented in the Security Management Plan.

**8. LOCATION OF AUTHORITY DATA**

- 8.1 The Supplier shall not and shall procure that none of its Sub-contractors Process Authority Data outside the United Kingdom without the prior written consent of the Authority, which may be subject to conditions.

**9. VULNERABILITIES AND CORRECTIVE ACTION**

- 9.1 The Authority and the Supplier acknowledge that from time to time vulnerabilities in the Information Management System will be discovered which unless mitigated will present an unacceptable risk to the Authority Data.
- 9.2 The severity of vulnerabilities for COTS Software shall be categorised by the Supplier as 'Critical', 'Important' and 'Other' by aligning these categories to the vulnerability scoring according to the agreed method in the Security Management Plan and using the appropriate vulnerability scoring systems including:
  - (a) the 'National Vulnerability Database' 'Vulnerability Severity Ratings': 'High', 'Medium' and 'Low' respectively (these in turn are aligned to CVSS scores as set out by NIST at <http://nvd.nist.gov/cvss.cfm>); and
  - (b) Microsoft's 'Security Bulletin Severity Rating System' ratings 'Critical', 'Important', and the two remaining levels ('Moderate' and 'Low') respectively.
- 9.3 Subject to Paragraph 9.4, the Supplier shall procure the application of security patches to vulnerabilities in the Information Management System within:

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- (a) seven (7) days after the public release of patches for those vulnerabilities categorised as 'Critical';
- (b) thirty (30) days after the public release of patches for those vulnerabilities categorised as 'Important'; and
- (c) sixty (60) days after the public release of patches for those vulnerabilities categorised as 'Other'.

9.4 The timescales for applying patches to vulnerabilities in the Information Management System set out in Paragraph 9.3 shall be extended where:

- (a) the Supplier can demonstrate that a vulnerability in the Information Management System is not exploitable within the context of the Services (e.g. because it resides in a Software component which is not involved in running in the Services) provided such vulnerabilities shall be remedied by the Supplier within the timescales set out in Paragraph 9.3 if the vulnerability becomes exploitable within the context of the Services;
- (b) the application of a 'Critical' or 'Important' security patch adversely affects the Supplier's ability to deliver the Services in which case the Supplier shall be granted an extension to such timescales of five (5) days, provided the Supplier had followed and continues to follow the security patch test plan agreed with the Authority; or
- (c) the Authority agrees a different maximum period after a case-by-case consultation with the Supplier under the processes defined in the Security Management Plan.

9.5 The Security Management Plan shall include provisions for major version upgrades of all COTS Software to be kept up to date such that all COTS Software are always in mainstream support throughout the Term unless otherwise agreed by the Authority in writing. All COTS Software should be no more than N-1 versions behind the latest software release.

## 10. SECURE ARCHITECTURE

10.1 The Supplier shall design the Information Management System in accordance with:

- (a) the NCSC "Security Design Principles for Digital Services", a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/security-design-principles-digital-services-main>;
- (b) the NCSC "Bulk Data Principles", a copy of which can be found at <https://www.ncsc.gov.uk/guidance/protecting-bulk-personal-data-main>; and
- (c) the NSCS "Cloud Security Principles", a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles> and which are summarised below:



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- (i) "Cloud Security Principle 1: data in transit protection" which, amongst other matters, requires that user data transiting networks should be adequately protected against tampering and eavesdropping;
- (ii) "Cloud Security Principle 2: asset protection and resilience" which, amongst other matters, requires that user data, and the assets storing or processing it, should be protected against physical tampering, loss, damage or seizure;
- (iii) "Cloud Security Principle 3: separation between users" which, amongst other matters, requires that a malicious or compromised user of the service should not be able to affect the service or data of another;
- (iv) "Cloud Security Principle 4: governance framework" which, amongst other matters, requires that the Supplier should have a security governance framework which coordinates and directs its management of the Services and information within it;
- (v) "Cloud Security Principle 5: operational security" which, amongst other matters, requires that the Services need to be operated and managed securely in order to impede, detect or prevent a Breach of Security;
- (vi) "Cloud Security Principle 6: personnel security" which, amongst other matters, requires that where Supplier Personnel have access to Authority Data and/or the Authority System that those personnel be subject to appropriate security screening and regular security training;
- (vii) "Cloud Security Principle 7: secure development" which, amongst other matters, requires that the Services be designed and developed to identify and mitigate threats to their security;
- (viii) "Cloud Security Principle 8: supply chain security" which, amongst other matters, requires the Supplier to ensure that appropriate security controls are in place with its Sub-contractors and other suppliers;
- (ix) "Cloud Security Principle 9: secure user management" which, amongst other matters, requires the Supplier to make the tools available for the Authority to securely manage the Authority's use of the Service;
- (x) "Cloud Security Principle 10: identity and authentication" which, amongst other matters, requires the Supplier to implement appropriate controls in order to ensure that access to Service interfaces is constrained to authenticated and authorised individuals;

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- (xi) "Cloud Security Principle 11: external interface protection" which, amongst other matters, requires that all external or less trusted interfaces with the Services should be identified and appropriately defended;
- (xii) "Cloud Security Principle 12: secure service administration" which, amongst other matters, requires that any ICT system which is used for administration of a cloud service will have highly privileged access to that service;
- (xiii) "Cloud Security Principle 13: audit information for users" which, amongst other matters, requires the Supplier to be able to provide the Authority with the audit records it needs to monitor access to the Service and the Authority Data held by the Supplier and/or its Sub-contractors; and
- (xiv) "Cloud Security Principle 14: secure use of the service" which, amongst other matters, requires the Supplier to educate Supplier Personnel on the safe and secure use of the Information Management System.



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**ANNEX 2: SECURITY REQUIREMENTS FOR SUB-CONTRACTORS****1. APPLICATION OF ANNEX**

1.1 This Annex applies to all Sub-contractors that Process Authority Data.

1.2 The Supplier must:

- (a) ensure that those Sub-contractors comply with the provisions of this Annex;
- (b) keep sufficient records to demonstrate that compliance to the Authority; and
- (c) ensure that its Mobilisation Plan includes Deliverable Items, Milestones and Milestone Dates that relate to the design, implementation and management of any systems used by Sub-contractors to Process Authority Data.

**2. DESIGNING AND MANAGING SECURE SOLUTIONS**

2.1 The Sub-contractor shall implement their solution(s) to mitigate the security risks in accordance with the NCSC's Cyber Security Design Principles <https://www.ncsc.gov.uk/collection/cyber-security-design-principles>.

2.2 The Sub-contractor must assess their systems against the NCSC Cloud Security Principles: <https://www.ncsc.gov.uk/collection/cloud-security?curPage=/collection/cloud-security/implementing-the-cloud-security-principles> at their own cost and expense to demonstrate that the people, process, technical and physical controls have been delivered in an effective way. The Sub-contractor must document that assessment and make that documentation available to the Authority on the Authority's request.

**3. DATA PROCESSING, STORAGE, MANAGEMENT AND DESTRUCTION**

3.1 The Sub-contractor must not Process any Authority Data outside the United Kingdom. The Authority may permit the Sub-contractor to Process Authority Data outside the United Kingdom and may impose conditions on that permission, with which the Sub-contractor must comply. Any permission must be in writing to be effective.

3.2 The Sub-contractor must securely erase any or all Authority Data held by the Sub-contractor when requested to do so by the Authority; and securely destroy all media that has held Authority Data at the end of life of that media in accordance with the NCSC Assured Service (CAS) Service Requirement Sanitisation Standard, or an alternative agreed in writing by the Authority.

**4. Personnel Security**

4.1 The Sub-contractor must perform appropriate checks on their staff before they may participate in the provision and or management of the Services. Those checks must include all pre-employment checks required by the HMG Baseline Personnel Security Standard including: verification of the individual's identity; verification of the

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individual's nationality and immigration status; verification of the individual's employment history; and verification of the individual's criminal record. The HMG Baseline Personnel Security Standard is at <https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>.

4.2 The Sub-contractor must, if the Authority requires, at any time, ensure that one or more of the Sub-contractor's staff obtains Security Check clearance in order to Process Authority Data containing Personal Data above certain volumes specified by the Authority, or containing Special Category Personal Data.

4.3 Any Sub-contractor staff who will, when performing the Services, have access to a person under the age of 18 years must undergo Disclosure and Barring Service checks.

## 5. END USER DEVICES

5.1 The Sub-contractor shall ensure that any Authority Data stored (for any period of time) on a mobile, removable or physically uncontrolled device is encrypted. The Sub-contractor must follow the Information Commissioner's Office guidance on implementing encryption, which can be found at <https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/security/encryption/>.

5.2 The Supplier shall ensure that any device used to Process Authority Data meets all the security requirements set out in the NCSC End User Devices Platform Security Guidance, which can be found at: <https://www.ncsc.gov.uk/guidance/end-user-device-security>.

## 6. NETWORKING

6.1 The Supplier shall ensure that any Authority Data which it causes to be transmitted over any public network (including the Internet, mobile networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted.

## 7. PATCHING AND VULNERABILITY SCANNING

7.1 The Sub-contractor must proactively monitor supplier vulnerability websites and ensure all necessary patches and upgrades are applied to maintain security, integrity and availability in accordance with the NCSC Cloud Security Principles.

## 8. THIRD PARTY SUB-CONTRACTORS

8.1 The Sub-contractor must not transmit or disseminate the Authority Data to any other person unless specifically authorised by the Authority. Such authorisation must be in writing to be effective and may be subject to conditions.

8.2 The Sub-contractor must not, when performing any part of the Services, use any software to Process the Authority Data where the licence terms of that software purport to grant the licensor rights to Progress the Authority Data greater than those rights strictly necessary for the use of the software.



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**ANNEX 3: SECURITY MANAGEMENT PLAN TEMPLATE**

**Security Management Plan Template (Accreditation)**

**HMRC Inland Border Facilities (IBF) Enduring Site Operator**

Sodexo Limited

**1. Executive Summary**

The Supplier is providing a full site operation for the Authority's Inland Border Facilities covering a number of service pillars and utilising multiple systems, [REDACTED]

[REDACTED]

[REDACTED] with further detail set out in Schedule 2.8 Data Processing and List of Sub-Processors.

The Supplier completed Security Plan Questionnaire Medium during the tender process which was evaluated by [REDACTED] no risks or issued identified. The completed Security Plan Questionnaire has been appended to this Annex 3, below:



HMRC IBF Enduring  
Site Operator - Securi

**2. System Description**

**2.1 Background**

**Scope:**

- 2 IBF Sites (Sevington in Kent and Holyhead in North Wales)
- 24 hour, 365 day operation
- Circa 7,000 vehicles per week across both sites
- The Supplier will perform a Comprehensive Site Operator Function

**Services:**

- 1 - Site Operations: Overarching site management
- 2 - Security: site wide security management and patrols, including CCTV monitoring
- 3 - Traffic Marshalling: Processing & directing vehicles traffic through sites

## 5 - Hard & Soft FM: Reactive and proactive FM work orders and tasks

### Systems:

[illegible]



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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

### 2.3 Information assets and flows

A high-level design of the information assets processed is outlined within the attached document.



[REDACTED]

### 2.4 System Architecture

A description of the physical system architecture and system management for the Supplier Systems except those provided by the Key Sub-contractor are outlined within the attached document.



[REDACTED]

A description of the physical system architecture and system management for the Supplier Systems which is provided by the Key Sub-contractor is outlined below:

Production Environment



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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2.5)

[REDACTED]

[REDACTED]

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Age Group	U.S. should take action	U.S. should not take action	U.S. should take action but not get involved in the war	U.S. should not take action but should get involved in the war
18-29	85%	10%	3%	2%
30-49	80%	15%	3%	2%
50-69	75%	20%	3%	2%
70+	65%	30%	3%	2%



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- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

2.7 Test and Development Systems

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

2.8 Key roles and responsibilities

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

3. NOT USED

4. NOT USED

5. NOT USED

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**6. Major Hardware and Software and end of support dates**

Name	Version	End of mainstream Support/Extended Support	Notes/RAG Status
Site Links	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]		
Local Area Network (LAN)	[REDACTED] [REDACTED] [REDACTED]  [REDACTED] [REDACTED] [REDACTED]  [REDACTED] [REDACTED] [REDACTED]		
[REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED] as part of ongoing roadmap
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]	Upgrade to v8 as part of ongoing roadmap
[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]		
Site Management System	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	N/A	

[illegible]

Device Type	Percentage of Respondents
Smartphone	85%
Tablet	60%
Smartwatch	40%
Smart TV	30%
Smart Home Device	20%



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Incident Severity	SLA	Contact Hours
P1 – As per Response Matrix Criteria		24 hour x 7
P2 – As per Response Matrix Criteria		Standard Office Hours
P3 – As per Response Matrix Criteria		Standard Office Hours
P4 – As per Response Matrix Criteria		Standard Office Hours
P5 – As per Response Matrix Criteria	As Agreed Upon	Standard Office Hours
General Requests / Queries		Standard Office Hours

## N/A

The table below shows the headings for the Required Changes Register which should be maintained and used to update the contents of this document at least annually.

Ref	Section	Change	Agreed With	Date agreed	Documentation update	Status
1	6.4	A new Third Party supplier XXXX will be performing the print capability.	Authority name	11/11/2018	Jul-2019	Open

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**10. Personal Data Processing Statement**

- (i) the types of Personal Data which the Supplier and/or its Sub-contractors are Processing on behalf of the Authority;
- Names
  - Purpose for visit
  - Images (CCTV footage)
  - Vehicle Registration Numbers and time stamp (not considered to be personal data as this is not linked to identifiable information)
  - Health and Safety training records
  - Maintenance request records, work email address and telephone number
  - Document scanning
- (ii) the categories of Data Subjects whose Personal Data the Supplier and/or its Sub-contractors are Processing on behalf of the Authority;
- Visitors to the site
  - Authority, Service Recipient and sub-contractor staff on site
  - Members of the public
  - the nature and purpose of such Processing;
  - Record keeping, health and safety and site security
  - Execution of Maintenance requests
- (iii) the locations at which the Supplier and/or its Sub-contractors Process Authority Data; and,
- On site
  - [REDACTED]
  - [REDACTED]
  - [REDACTED]
  - [REDACTED]
  - [REDACTED]
- (iv) the Protective Measures that the Supplier and, where applicable, its Sub-contractors have implemented to protect the Authority Data against a Security Breach including a Personal Data Breach.>

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As referred to in this schedule and training, following client instructions regarding record keeping, breach reporting and investigation procedure. Reviewing signage for CCTV and ANPR.

**11. Annex A. ISO27001 and/or Cyber Essential Plus certificates**

- Cyber Essentials Plus (UK&I SD-WAN) expiry [REDACTED]
- ISO27001 (UK&I) expiry [REDACTED]

Attached:



Sodexo Security  
Combined.pdf

**12. Annex B. Cloud Security Principles assessment**

*Cloud Security Principles Assessment will be completed on request by the Authority.*

**13. Annex C. Protecting Bulk Data assessment if required by the Authority/Customer**

*A spreadsheet will be completed by the Supplier on request by the Authority in the format provided by the Authority.*

**14. Annex E. Latest ITHC report and Vulnerability Correction Plan**

*ITHC report and Vulnerability Correction Plan will be completed by the Supplier on request by the Authority.*



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**SCHEDULE 2.5**

**INSURANCE REQUIREMENTS**

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**Insurance Requirements**

**1 OBLIGATION TO MAINTAIN INSURANCES**

- 1.1 The Supplier shall, for the periods specified in this Schedule, take out and maintain, or procure the taking out and maintenance of the insurances as set out in Annex 1 and any other insurances, for example UK employers' liability insurance and/or motor third party liability insurance, as may be required by applicable Law (together the "Insurances").
- 1.2 The Insurances shall be:
- (a) maintained in accordance with Good Industry Practice;
  - (b) (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
  - (c) taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
  - (d) maintained for at least six (6) years after the end of the Term.
- 1.3 The Supplier shall ensure that the public and products liability policy that it has or puts in place shall contain an indemnity to principals clause under which the Authority shall be indemnified in respect of claims made against the Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Services and for which the Supplier is legally liable.

**2 GENERAL OBLIGATIONS**

- 2.1 Without limiting the other provisions of this Agreement, the Supplier shall:
- (a) take or procure the taking of all reasonable risk management and risk control measures in relation to the Services as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
  - (b) promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
  - (c) hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other evidence of placing cover representing any of the Insurances to which it is a party.

**3 FAILURE TO INSURE**

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase any of the Insurances or maintain any of the Insurances in full force and effect, the Authority may elect (but shall not be



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obliged) following written notice to the Supplier to purchase the relevant Insurances, and the Authority shall be entitled to recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

**4 EVIDENCE OF INSURANCES**

- 4.1 The Supplier shall upon the Effective Date and within fifteen (15) Working Days after the renewal or replacement of each of the Insurances, provide evidence, in a form satisfactory to the Authority (which may be a broker's letter), that the Insurances are in force and effect and meet in full the requirements of this Schedule.

**5 AGGREGATE LIMIT OF INDEMNITY**

- 5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Agreement and if any claims are made which do not relate to this Agreement then the Supplier shall notify the Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

**6 CANCELLATION, SUSPENSION, TERMINATION OR NON-RENEWAL**

- 6.1 The Supplier shall notify the Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

**7 INSURANCE CLAIMS**

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Services and/or this Agreement for which it may be entitled to claim under any of the Insurances. In the event that the Authority receives a claim relating to or arising out of the Services and/or this Agreement, the Supplier shall co-operate with the Authority and assist it in dealing with such claims at its own expense including without limitation providing information and documentation in a timely manner.
- 7.2 Except where the Authority is the claimant party, the Supplier shall give the Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Services or this Agreement on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.



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- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Agreement or otherwise.

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**ANNEX 1: REQUIRED INSURANCES**

**PART A: THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE**

**1 Insured**

The Supplier

**2 Interest**

To indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay as damages, including claimant's costs and expenses, in respect of accidental:

death or bodily injury to or sickness, illness or disease contracted by any person; and

loss of or damage to property;

happening during the period of insurance (as specified in Paragraph 5) and arising out of or in connection with the provision of the Services and in connection with this Agreement.

**3 Limit of indemnity**

Not less than **£10,000,000 (ten million pounds)** in respect of any one occurrence, the number of occurrences being unlimited, but not less than **£30,000,000 (thirty million pounds)** in the aggregate per annum in respect of products and pollution liability.

**4 Territorial limits**

United Kingdom

**5 Period of insurance**

From the date of this Agreement for the Term and renewable on an annual basis unless agreed otherwise by the Authority in writing.

**6 Cover features and extensions**

Indemnity to principals clause.

**7 Principal exclusions**

7.1 War and related perils.

7.2 Nuclear and radioactive risks.

7.3 Liability for death, illness, disease or bodily injury sustained by employees of the Insured during the course of their employment.

7.4 Liability arising out of the use of mechanically propelled vehicles whilst required to be compulsorily insured by applicable Law in respect of such vehicles.

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- 7.5 Liability in respect of predetermined penalties or liquidated damages imposed under any contract entered into by the Insured.
- 7.6 Liability arising out of technical or professional advice other than in respect of death or bodily injury to persons or damage to third party property.
- 7.7 Liability arising from the ownership, possession or use of any aircraft or marine vessel.
- 7.8 Liability arising from seepage and pollution unless caused by a sudden, unintended and unexpected occurrence.

**8 Maximum deductible threshold**

Not to exceed **£500,000 (five hundred thousand pounds)** for each and every third party property damage claim (personal injury claims to be paid in full).



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**PART B: PROFESSIONAL INDEMNITY INSURANCE**

**1 Insured**

The Supplier

**2 Interest**

To indemnify the Insured for all sums which the Insured shall become legally liable to pay (including claimants' costs and expenses) as a result of claims first made against the Insured during the period of insurance (as specified in Paragraph 5) by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Services.

**3 Limit of indemnity**

Not less *than £1,000,000 (one million pounds)* in respect of any one claim, the number of claims being unlimited, but not less than *£10,000,000 (ten million pounds)* in the aggregate per annum, exclusive of defence costs which are payable in addition.

**4 Territorial Limits**

United Kingdom

**5 Period of insurance**

From the date of this Agreement and renewable on an annual basis unless agreed otherwise by the Authority in writing (a) throughout the Term or until earlier termination of this Agreement and (b) for a period of six (6) years thereafter.

**6 Cover features and extensions**

Retroactive cover to apply to any "claims made policy wording" in respect of this Agreement or retroactive date to be no later than the Effective Date.

**7 Principal exclusions**

7.1 War and related perils

7.2 Nuclear and radioactive risks

**8 Maximum deductible threshold**

Not to exceed *£500,000 (five hundred thousand pounds)* for each and every claim.

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**SCHEDULE 2.7**

**SERVICE RECIPIENTS**

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## Service Recipients

**1 SERVICE RECIPIENTS**

- 1.1 The Authority has entered into this Agreement both for its own benefit and for the benefit of the Service Recipients. The Authority shall act as the primary authority for and on behalf of the Service Recipients whereby any request for the provision of Services shall be administered through the Authority in accordance with the terms of this Agreement as if the Authority had itself requested the Service.
- 1.2 The Supplier shall provide the Services for the benefit of to the Service Recipients in accordance with, and subject to, the terms of this Agreement.
- 1.3 The provision of any of the Services for the benefit of a Service Recipient shall be without prejudice to the terms and conditions of any existing agreement which may have been entered into by the Supplier and such Service Recipient (as appropriate).
- 1.4 Nothing in this Agreement shall create or be deemed to create a supplier customer relationship between the Supplier and any Service Recipient at a contractual or management level but, without prejudice to that position, in providing services and dealing with service related issues, at the level of the end user, the Supplier will deal directly with the end users or their relevant representatives in the Authority or, where so directed by the Authority, the relevant representatives in the Service Recipient.
- 1.5 If there is a Default by the Supplier, any liability of the Supplier as a result of such Default shall be dealt with as between the Supplier and the Authority under the terms of this Agreement as though such liability, where owed, is or would be owed to the Authority, provided that:
  - (a) if any Service Recipient suffers or incurs any losses and/or damages as a direct result of any such Default or is entitled to make a claim under Clause 19 (*IPRs Indemnities*), such losses and/or damages shall be recoverable from the Supplier, and such claim to the extent permitted by law shall be made against the Supplier, under this Agreement by the Authority (and not by the Service Recipient) and shall be subject to Clause 25 (*Limitations on Liability*);
  - (b) the Authority shall procure the agreement of the Service Recipient to the provisions of this Schedule 2.7 prior to the commencement of provision of any services to that Service Recipient; and
  - (c) to the extent that the Authority is not permitted by Law to claim against the Supplier in respect of any claims relating to the rights granted to each Service Recipient under this Agreement, the Service Recipient shall be entitled to enforce the terms of this Schedule 2.7 and any other relevant terms of this Agreement that confer benefits on Service Recipients, subject to and in accordance with the CRTPA and the terms of this Agreement.



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- 1.6 Where compliance with any obligation or responsibility of the Authority is necessary in order to enable the Supplier to supply the benefit of a Service to a Service Recipient, responsibility for compliance shall remain with the Authority but compliance by the Service Recipient shall be deemed to be compliance by the Authority.
- 1.7 Other terms and conditions applicable to the provision of Services to any Service Recipient are as follows:
- (a) the maximum period for which the Service Recipient may enjoy the benefit of the Services shall be the duration of this Agreement;
  - (b) to the extent that the Service Recipient receives the benefit of the Services, the term "Authority Data" shall be deemed to extend to any data of the Service Recipient;
  - (c) for the purposes of this Agreement, the Services received by the Service Recipient shall be treated as though provided to the Authority and references to the Authority in Clause 17 (*Licences Granted by the Supplier*) shall be deemed to include references to the Service Recipient;
  - (d) subject to Clause 25.9(a), a right, indemnity or any limitation or exclusion of liability in favour of the Authority, is intended by the Parties to be a right or benefit of such Service Recipients, as if such Service Recipients had been parties to this Agreement;
  - (e) the Authority shall ensure that any relevant Service Recipients shall comply with the Dispute Resolution Procedure in respect of any Disputes regarding the Services which involve such Service Recipients. In respect of any such Disputes, the Authority shall participate in and manage the Dispute Resolution Procedure on the applicable Services Recipient's behalf and the Supplier agrees that such Disputes may be so managed by the Authority; and
  - (f) the Parties agree that no consent from any Service Recipient is required for the Parties to vary or terminate this Agreement (whether or not in a way that varies or extinguishes rights or benefits in favour of such Service Recipients).

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**2 SERVICE RECIPIENTS**

2.1 This paragraph lists the Service Recipients to which the Supplier has agreed that it shall provide Services in accordance with Paragraph 1.2 above:

- (a) The Department for Transport;
- (b) The UK Border Force; and
- (c) The Department for Environment, Food & Rural Affairs.

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**SCHEDULE 2.8**

**DATA PROCESSING AND LIST OF SUB-PROCESSORS**



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**Data Processing and List of Sub-Processors**

**DEFINITIONS**

In this Schedule, the following definitions shall apply:

<b>“Data Protection Impact Assessment”</b>	means an assessment by the Controller of the impact of the processing on the protection of Personal Data;
<b>“Data Protection Officer”</b>	has the meaning given in the Relevant Data Protection Laws;
<b>“Data Subject”</b>	has the meaning given in the Relevant Data Protection Laws;
<b>“Data Subject Request”</b>	a request made by a Data Subject in accordance with rights granted pursuant to the Relevant Data Protection Laws to access his or her Personal Data;
<b>“Off-shore Location”</b>	any place outside of the United Kingdom;
<b>“Personal Data Breach”</b>	means: <ul style="list-style-type: none"><li>(a) a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise Processed;</li><li>(b) a discovery or reasonable suspicion that there is a vulnerability in any technological measure used to protect any Personal Data that has previously been subject to a breach within the scope of paragraph (a), which may result in exploitation or exposure of that Personal Data; or</li><li>(c) any defect or vulnerability with the potential to impact the ongoing resilience, security and/or integrity of systems Processing Personal Data;</li></ul>
<b>“Processor”</b>	has the meaning given in the Relevant Data Protection Laws;

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**“Sanitised Personal Data”**

data derived from Personal Data which has had any designatory data identifiers removed so that an individual cannot be identified;

**"Standard Clauses"****Contractual**

means the standard contractual clauses for the transfer of personal data to processors established in third countries, as approved by the European Commission in Decision 2010/87/EU as in force and used in the UK post-EU exit, or any set of International Data Transfer Agreements as approved by the Commissioner (as such term is defined by the UK GDPR) which subsequently amends, replaces or supersedes these.

**1 PROTECTION OF PERSONAL DATA**

1.1 With respect to the Parties' rights and obligations under this Agreement, the Parties acknowledge that the Authority is the Controller and that the Supplier is the Processor, and that the Processing may not be determined by the Supplier.

1.2 The Supplier shall:

- (a) not Process or transfer the Personal Data and/or Sanitised Personal Data other than in accordance with the Authority's written instructions, as set out in Annex 1, unless required by EU or member state law or UK Law to which the Supplier is subject, in which case the Supplier shall promptly inform the Authority of that legal requirement before Processing or transferring that Personal Data and/or Sanitised Personal Data, unless prohibited by law;
- (b) acknowledge that the provision of the Services involves the Processing of the types of Personal Data and categories of Data Subject set out in Part 1 of Annex 1, and shall, with the Authority's written consent, update the details in Annex 1 from time to time as necessary;
- (c) ensure that at all times it has in place appropriate technical and organisational measures to guard against unauthorised or unlawful processing of the Personal Data, Personal Data Breaches and/or accidental loss, destruction or damage to the Personal Data and Sanitised Personal Data, including the measures as are set out in Clause 20 (*Authority Data and Security Requirements*) and having regard to the:
  - (i) nature of the data to be protected;
  - (ii) harm that might result from a Personal Data Breach;
  - (iii) state of technological development; and



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- (iv) cost of implementing any measures;
- (d) not disclose or transfer the Personal Data and/or Sanitised Personal Data to any third party or Supplier Personnel unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data and/or Sanitised Personal Data to any third party, obtain the prior written consent of the Authority (save where such disclosure or transfer is specifically authorised under this Agreement);
- (e) take all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and/or Sanitised Personal Data and ensure that the Supplier Personnel:
  - (i) are aware of and comply with the Supplier's duties under this Paragraph 1 and Clause 20 (*Authority Data and Security Requirements*) and 21 (*Confidentiality*);
  - (ii) are subject to confidentiality undertakings or professional or statutory obligations of confidentiality;
  - (iii) are informed of the confidential nature of the Personal Data and Sanitised Personal Data and do not publish, disclose or divulge any of the Personal Data and/or Sanitised Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise permitted by this Agreement;
  - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data (as defined in the Relevant Data Protection Laws); and
  - (v) retain evidence of the steps taken in respect of Paragraphs 1.2(e)(i) to 1.2(e)(iv) above for the Authority's inspection;
- (f) notify the Authority immediately upon becoming aware of a reasonably suspected, "near-miss" or actual Personal Data Breach or circumstances that may give rise to a Personal Data Breach, providing the Authority with sufficient information and in a timescale which allows the Authority to meet its obligations to report a Personal Data Breach within 72 hours under Article 33 of the UK GDPR. Such notification shall as a minimum:
  - (i) describe the nature of the Personal Data Breach, the categories and approximate numbers of Data Subjects concerned, and the categories and numbers of Personal Data records concerned;
  - (ii) communicate the name and contact details of the Data Protection Officer or other relevant contact from whom more information may be obtained;
  - (iii) describe the likely consequences of the Personal Data Breach; and



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- (iv) describe the measures taken or proposed to be taken to address the Personal Data Breach.
- (g) co-operate with the Authority and take such reasonable commercial steps as are directed by it to mitigate or remedy the consequences of a reasonably suspected, “near-miss” or actual Personal Data Breach including but not limited to:
  - (i) documenting any such Personal Data Breaches and reporting them to any supervisory authority;
  - (ii) taking measures to address any such Personal Data Breaches, including where appropriate, measures to mitigate their possible adverse effects; and
  - (iii) conducting Data Protection Impact Assessments of any Processing operations and consulting any supervisory authorities, Data Subjects and their representatives accordingly;
- (h) notify the Authority immediately if it receives:
  - (i) from a Data Subject (or third party on their behalf):
    - (A) a Data Subject Request (or purported Data Subject Request);
    - (B) a request to rectify, any inaccurate Personal Data;
    - (C) a request to have any Personal Data erased;
    - (D) a request to restrict the Processing of any Personal Data;
    - (E) a request to obtain a portable copy of part of the Personal Data, or to transfer such a copy to any third party;
    - (F) an objection to any Processing of Personal Data;
    - (G) any other request, complaint or communication relating to the Authority's obligations under the Relevant Data Protection Laws;
  - (ii) any communication from the Information Commissioner’s Office or any other regulatory authority in connection with Personal Data; or
  - (iii) a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;

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- (i) not, without the Authority's prior written consent, and subject also to Clause 24 (*Publicity and Branding*), make or permit any announcement in respect of a Personal Data Breach or respond to any request, communication or complaint of the kind listed at Paragraph 1.2(h)(i)-(iii);
  - (j) taking into account the nature of the processing, provide the Authority with full assistance in relation to either Party's obligations under the Relevant Data Protection Laws and any complaint, communication or request as listed at Paragraph 1.2(h) (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:
    - (i) the Authority with full details and copies of the complaint, communication or request;
    - (ii) such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Access Request within the relevant timescales set out in the Relevant Data Protection Laws;
    - (iii) the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
    - (iv) assistance as requested by the Authority following any Personal Data Breach;
    - (v) assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office;
  - (k) without prejudice to Paragraph 1.2(a), not without the prior written consent of the Authority:
    - (i) convert any Personal Data for "big data" analysis or purposes; or
    - (ii) match or compare any Personal Data with or against any other Personal Data (whether the Supplier's or any third party's);
 and in each case the Supplier shall only take the steps set out in (i) to (ii) above strictly to the degree required to fulfil its obligations under this Agreement.
- 1.3 The Supplier's obligation to notify under Paragraph 1.2(f) and 1.2(h) shall include the provision of further information to the Authority in phases, as details become available.
- 1.4 Insofar as the Supplier processes Sanitised Personal Data, the Supplier shall not reverse engineer or unencrypt such Sanitised Personal Data or use any data matching techniques to reconstitute the Personal Data from which the Sanitised Personal Data is derived.



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- 1.5 The Supplier must obtain the prior written consent of the Authority before appointing any Sub-contractor or other third party to Process any Personal Data and/or Sanitised Personal Data ("**Sub-processor**") and the Supplier shall remain fully liable to the Authority and any other Service Recipient for any failure by a Sub-processor to fulfil its obligations in relation to the Processing of any Personal Data and/or Sanitised Personal Data. Such consent shall be conditional upon:
- (a) the use of any Sub-processor being otherwise in accordance with Clause 15 (*Supply Chain Rights and Protections*), Schedule 4.3 (*Sub-Contractors*) and Paragraph 1.7; and
  - (b) the Supplier entering into a continuing obligation to provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.
- 1.6 In accordance with Paragraph 1.5, the Authority consents to the use by the Supplier as at the Effective Date of the Sub-processors listed in Part B of Annex 1 which shall be updated as required with the written consent of the Authority.
- 1.7 The Supplier shall procure that all Sub-processors:
- (a) prior to commencing the Processing of any Personal Data and/or Sanitised Personal Data enter into a written contract in relation to the Processing with either the Authority or the Supplier which shall include substantially the same data protection obligations on the Sub-processor as are imposed on the Supplier by this Agreement and which shall set out the Sub-processor's agreed Processing activities in the same or substantially similar form as provided at Part A of Annex 1; or
  - (b) insofar as the contract referred to at paragraph (a) above involves the transfer of Personal Data and/or Sanitised Personal Data to any Off-shore Location in accordance with Paragraph 1.8 or Paragraph 1.8A, it shall incorporate the Standard Contractual Clauses or such other mechanism as directed by the Authority to ensure the adequate protection of the transferred Personal Data and/or Sanitised Personal Data;
  - (c) act in accordance with this Paragraph 1.
- 1.8 The Supplier shall not Process or otherwise transfer any Personal Data and/or Sanitised Personal Data in or to any Off-shore Location (unless the transfer is required by EU or member state law to which the Supplier is subject, and if this is the case then the Supplier shall inform the Authority of that legal requirement before Processing that Personal Data and/or Sanitised Personal Data, unless that law prohibits such information being provided). If, after the Effective Date, the Supplier or any Sub-contractor wishes to Process and/or transfer any Personal Data and/or Sanitised Personal Data in or to any Off-shore Location, the following provisions shall apply:



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- (a) the Supplier shall submit a Change Request to the Authority which, if the Authority agrees, at its sole discretion, to such Change Request, shall be dealt with in accordance with the Change Control Procedure and Paragraphs 1.8(b) to 1.8(d);
- (b) the Supplier shall set out in its Change Request and/or Impact Assessment details of the following:
  - (i) the Personal Data and/or Sanitised Personal Data which will be transferred to and/or Processed in any Off-shore Location;
  - (ii) the Off-shore Location in which the Personal Data and/or Sanitised Personal Data will be transferred to and/or Processed in;
  - (iii) any Sub--processor who will be Processing and/or receiving Personal Data and/or Sanitised Personal Data in an Off-shore Location; and
  - (iv) how the Supplier will ensure an adequate level of protection and adequate safeguards in respect of the Personal Data that will be Processed in and/or transferred to Off-Shore Location(s) so as to ensure the Authority's compliance with the Relevant Data Protection Laws;
- (c) in providing and evaluating the Change Request and Impact Assessment, the Parties shall ensure that they have regard to and comply with then-current Authority, Central Government Bodies and Information Commissioner Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing in and/or transfers of Personal Data and/or Sanitised Personal Data to any Off-shore Location; and
- (d) the Supplier shall comply with such other instructions and shall carry out such other actions as the Authority may notify in writing, including:
  - (i) incorporating Relevant Data Protection Laws Standard Contractual Clauses into this Agreement or a separate data processing agreement between the Parties; and
  - (ii) complying with the provisions of Paragraphs 1.5 to 1.7 in relation to any Sub-contractor or other third party who will be Processing and/or receiving or accessing the Personal Data and/or Sanitised Personal Data in any Off-shore Location and shall either enter into:
    - (A) a direct data processing agreement with the Authority on such terms as may be required by the Authority; or
    - (B) a data processing agreement with the Supplier on terms which are equivalent to those agreed between the Authority and the Sub-contractor relating to the relevant Personal Data and/or Sanitised Personal Data transfer,

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and in each case which the Supplier acknowledges may include the incorporation of Relevant Data Protection Laws Standard Contractual Clauses and technical and organisation measures which the Authority deems necessary for the purpose of protecting Personal Data and/or Sanitised Personal Data.

- 1.8A Notwithstanding Paragraph 1.8, the Authority authorises the Supplier to Process or otherwise transfer the Personal Data and/or Sanitised Personal Data listed in Annex 2 in or to the Off-shore Location and/or to any Sub-processors listed in Annex 2, provided that the Supplier complies with Paragraph 1.8(d) above in respect of such Processing or transfer and complies with the instructions set out in Annex 2.
- 1.9 The Supplier shall ensure that the Authority complies with any obligations under the Relevant Data Protection Laws and shall not perform its obligations under this Agreement in such a way as to cause the Authority to breach any of the Authority's obligations under the Relevant Data Protection Laws to the extent the Supplier is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations. In connection with this obligation, the Supplier shall:
- (a) immediately inform the Authority if, in its opinion, any instruction infringes, or might reasonably be considered to infringe, the Relevant Data Protection Laws;
  - (b) provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing, such assistance including, at the discretion of the Authority:
    - (i) a systematic description of the envisaged processing operations and the purpose of the processing;
    - (ii) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
    - (iii) an assessment of the risks to the rights and freedoms of Data Subjects; and
    - (iv) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data;
  - (c) implement, review and maintain organisational and technical security measures to ensure the security of Personal Data in accordance with Article 32 to 34 of the UK GDPR, including by:
    - (i) pseudonymising or encrypting Personal Data and/or Sanitised Personal Data with the written consent of the Authority;
    - (ii) ensuring the on-going confidentiality, integrity, availability and resilience of Processing systems and services;



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- (iii) ensuring a means to restore the availability of and access to Personal Data and/or Sanitised Personal Data in a timely manner following any physical or technical incident; and
    - (iv) having in place a process for regularly testing, assessing and evaluating the effectiveness of the organisational and technical security measures; and
  - (d) at the written direction of the Authority, promptly and securely delete or return to the Authority or transfer to any Replacement Supplier Personal Data (and any copies of it) in such format as is requested by the Authority, unless the Supplier is required by Law to retain the Personal Data.
- 1.10 The Supplier shall not cause the Authority to breach any obligation under the Relevant Data Protection Laws and shall itself comply fully with its obligations under the Relevant Data Protection Laws including by:
- (a) adhering to any relevant codes of conduct published pursuant to Article 40 of the UK GDPR;
  - (b) designating a Data Protection Officer if required by the Relevant Data Protection Laws;
  - (c) maintaining complete and accurate records of its Processing of Personal Data containing the information set out in Article 30(2) of the UK GDPR, this requirement applying only where the Supplier employs 250 or more staff, unless:
    - (i) the Processing is not occasional;
    - (ii) the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; and
    - (iii) the Processing is likely to result in a risk to the rights and freedoms of Data Subjects; and
  - (d) reporting any suspected non-compliance or actual non-compliance with this Paragraph 1 to the Authority immediately upon becoming aware of such non-compliance.
- 1.11 The Supplier shall allow for audits of its Data Processing activity by the Authority or the Authority's designated auditor, and make available to the Authority or the Authority's designated auditor all information necessary to demonstrate compliance with this Paragraph.
- 1.12 For the avoidance of doubt, nothing in this Agreement relieves the Supplier of its own direct responsibilities and liabilities under the UK GDPR.



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ANNEX 1 - DATA PROCESSING AND LIST OF SUB-PROCESSORS

Introduction

Part A of this Annex lists the types of Personal Data and categories of Data Subject which the Supplier will Process in its provision of the Services together with a description of the nature, purposes and duration of the Processing, the subject matter of the Processing, and the retention policy in respect of that data, and has been collated in accordance with Paragraph 1.2(a) and 1.2(b).

Part B of this Annex lists the Sub-Processors agreed by the Parties in accordance with Paragraph 1.5.

Part A: Data Processing

- 1. The Supplier shall comply with any further written instructions from the Authority with respect to Processing.
- 2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>
Duration of the processing	<div></div>

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Nature and purposes of the processing	[REDACTED]
Type of personal data	[REDACTED]
Categories of data subjects	[REDACTED]
Plan for return and destruction of the data once the processing is complete  UNLESS requirement under UK Law or EU or member	[REDACTED]

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state law to preserve that type of data	[REDACTED]
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Part B: Sub-processors as at the Effective Date

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



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## **ANNEX 2 - AUTHORISED OFF-SHORING**

1. The Supplier shall comply with any further written instructions from the Authority with respect to Processing or transfer of Personal Data to an Off-shore Location.
2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
The Personal Data and/or Sanitised Personal Data which will be transferred to and/or Processed in any Off-shore Location	[REDACTED]
The Off-shore Location in which the Personal Data and/or Sanitised Personal Data will be transferred to and/or Processed	[REDACTED]
Any Sub-processors who will be Processing and/or receiving Personal Data and/or Sanitised Personal Data in an Off-shore Location	[REDACTED]
How the Supplier will ensure an adequate level of protection and adequate safeguards in respect of the Personal Data that will be Processed in and/or transferred to Off-Shore Location(s) so as to ensure the Authority's compliance with the Relevant Data Protection Laws	[REDACTED]

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	<p>[REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none"> <li>• [REDACTED]</li> <li>• [REDACTED]</li> <li>• [REDACTED]</li> <li>• [REDACTED]</li> </ul>
Duration of Processing	[REDACTED]
Other Authority instructions or actions required by the Authority	[REDACTED]

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**SCHEDULE 2.9**

**POLICIES**



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Policies

Number	Policy
1	Water Hygiene policy
2	HMRC Supplier Travel Subsistence Guidance
3	HMRC equality objectives 2020 to 2024 - GOV.UK ( <a href="http://www.gov.uk">www.gov.uk</a> )
4	Government Buying Standards
5	Prompt Payment policy

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**SCHEDULE 2.10**

**IBF SITES**

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IBF Sites

IBF Site name	IBF Site address	Description
Sevington Inland Border Facility	[REDACTED] [REDACTED]	HMRC Functions:  Office of Departure  Office of Destination  ATA Carnets Stamp
Holyhead Inland Border Facility	[REDACTED] [REDACTED]	HMRC Functions:  Office of Departure  Office of Destination  ATA Carnets Stamp



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**SCHEDULE 3**

**AUTHORITY RESPONSIBILITIES**

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**Authority Responsibilities****1 INTRODUCTION**

- 1.1 The responsibilities of the Authority set out in this Schedule shall constitute the Authority responsibilities under this Agreement (the “**Authority Responsibilities**”). Any obligations of the Authority in Schedule 2.1 (*Services Description*) and Schedule 4.1 (*Supplier Solution*) and any Documentation (including the Quality Plans and Service Continuity Plan(s) but excluding the Mobilisation Plan) shall not be Authority Responsibilities and the Authority shall have no obligation to perform any such obligations unless they are specifically stated to be “Authority Responsibilities” and cross referenced in the table in Paragraph 3.
- 1.2 The responsibilities of the Authority specified within this Schedule shall be provided to the Supplier free of charge, unless otherwise agreed between the Parties.

**2 GENERAL OBLIGATIONS**

The Authority shall:

- (a) perform those obligations of the Authority which are set out in the Clauses of the Agreement and the Paragraphs of the Schedules (except Schedule 2.1 (*Services Description*) and Schedule 4.1 (*Supplier Solution*) and any Documentation (including the Quality Plans and Service Continuity Plan but excluding the Mobilisation Plan));
- (b) use its reasonable endeavours to provide the Supplier with access to appropriate members of the Authority’s staff, as such access is reasonably requested by the Supplier in order for the Supplier to discharge its obligations throughout the Term and the Termination Assistance Period;
- (c) provide sufficient and suitably qualified staff to fulfil the Authority’s roles and duties under this Agreement as defined in the Mobilisation Plan;
- (d) use its reasonable endeavours to provide such documentation, data and/or other information that the Supplier reasonably requests that is necessary to perform its obligations under the terms of this Agreement provided that such documentation, data and/or information is available to the Authority and is authorised for release by the Authority; and
- (e) procure for the Supplier such agreed access and use of the Authority Premises (as a licensee only) and facilities (including relevant IT systems) as is reasonably required for the Supplier to comply with its obligations under this Agreement, such access to be provided during the Authority's normal working hours on each Working Day or as otherwise agreed by the Authority (such agreement not to be unreasonably withheld or delayed).

**3 SPECIFIC OBLIGATIONS**

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Document	Location (Paragraph)
Core Terms	To ensure the availability of Authority Systems to the extent reasonably required for the performance of the Services (Clause 2.2(a) ( <i>Due Diligence</i> ))
Core Terms	The Authority will ensure that, to the extent reasonably required in order for the Supplier to provide the Services, the Authority System is available for the Supplier at all times (Clause 2.2) ( <i>Due Diligence</i> ))
Core Terms	The Authority will co-operate with the Supplier to the extent reasonably necessary in order for the Supplier to provide the Services (Clause 5.5(f) ( <i>Supplier Covenants</i> ))
Core Terms	To ensure that any use by the Authority of Authority Supplied Equipment shall not disrupt the Supplier's performance of the Services or compliance with its covenants (Clause 9A.2) ( <i>Authority Supplied Equipment</i> ))
Core Terms	To ensure that the Authority shall agree with the Supplier prior to any redistribution of Authority Supplied Equipment (Clause 9A.6) ( <i>Authority Supplied Equipment</i> ))
Core Terms	To provide the Authority Maintained Assets (Clause 9A.8) ( <i>Authority Maintained Assets</i> ))
Core Terms	To provide such access to relevant Authority Premises for Supplier Personnel (subject to them having appropriate ID and, where relevant, proof of security vetting in place) as is necessary to carry out the Services including for the purposes of verification (Clause 14.1) ( <i>Supplier Personnel</i> ))
Schedule 2.1 ( <i>Services Description</i> )	The Authority will work with the Supplier, and the Supplier's internet service provider, to ensure that site construction enables the connection of



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	the IBF Site to national network infrastructure (Paragraph 3.11) ( <i>On Site Communication Systems</i> ))
Schedule 2.1 ( <i>Services Description</i> )	The Authority will collaborate with the Supplier in order to assist the Supplier with ensuring the staff vetting process is working as quickly and efficiently as possible
Schedule 2.1 ( <i>Services Description</i> )	The Authority shall procure that its employees (and other Government employees who use the IBF Site) support the intentions of the waste management plan (Paragraph 9.9) ( <i>Waste</i> ))
Schedule 2.1 ( <i>Services Description</i> )	<p>The Authority shall procure that:</p> <ul style="list-style-type: none"> <li>(i) all planned preventative maintenance have been completed; and</li> <li>(ii) all reactive works have either been completed or an appropriate handover arranged with the Supplier,</li> </ul> <p>prior to the Supplier assuming responsibility for these activities (Paragraph 10) (<i>Facilities Management (Hard FM)</i>))</p>
Schedule 2.1 ( <i>Services Description</i> )	Resolving of security incidents may require escalation to and/or acknowledgment by an HMRC employee. The Authority should ensure that there is an on call and escalation process in place (Annex 1 ( <i>SLAs</i> ))
Schedule 8.1 ( <i>Governance</i> )	To provide such access to Authority Premises for Supplier Personnel (subject to them having appropriate ID and, where relevant, proof of security vetting in place) as is necessary to undertake contract management activity in relation to this Agreement,

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	including attending Review Meetings (Paragraph 4) ( <i>Reviews</i> )
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**SCHEDULE 4.1**

**SUPPLIER SOLUTION**





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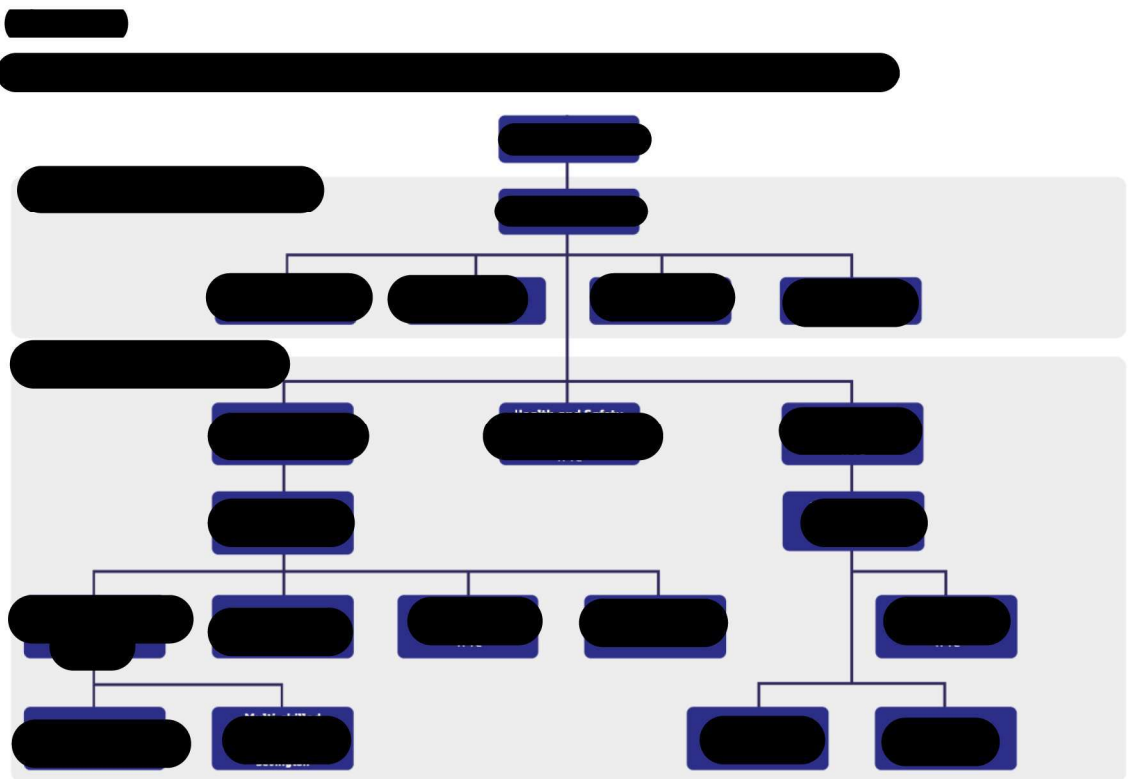
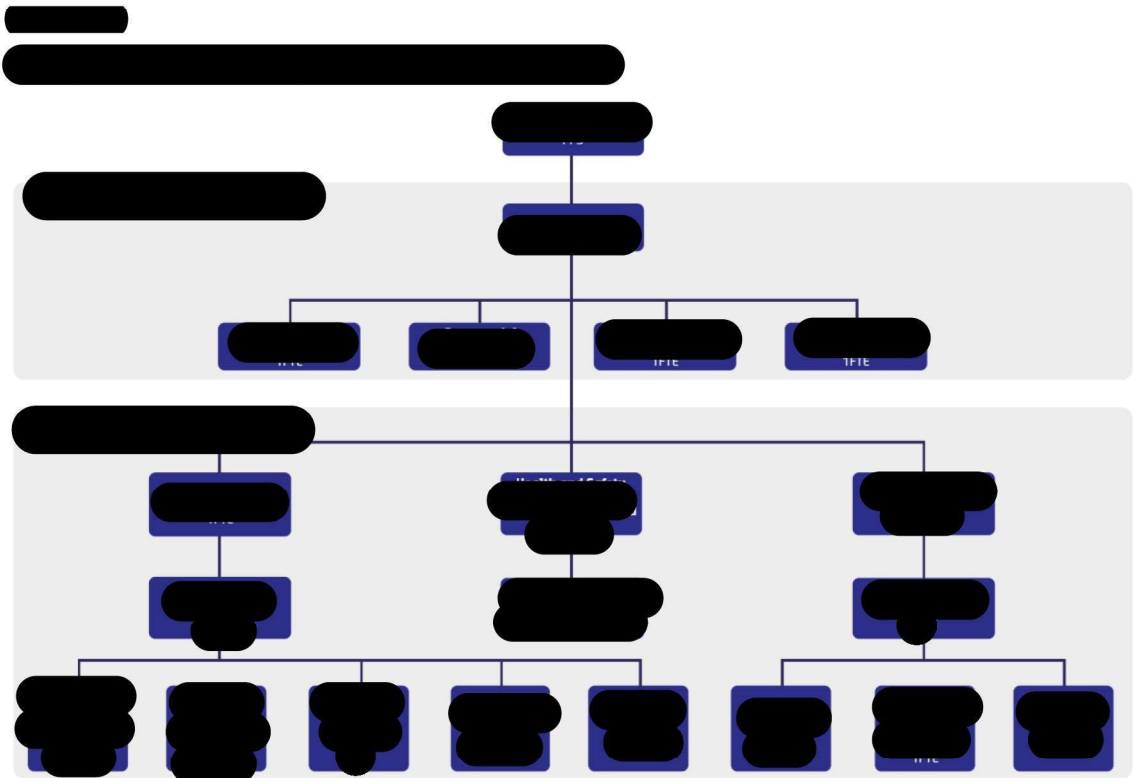
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OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

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OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

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- OFFICIAL SENSITIVE



OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

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OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

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OFFICIAL - SENSITIVE - COMMERCIAL

## HMRC Standard Goods and Services Model Contract

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[REDACTED]

Government	Percentage
Current government	85%
Previous government	15%

[REDACTED]

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(b) (7)(C), (b) (7)(D)

(b) (7)(C), (b) (7)(D)

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[REDACTED]

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OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

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OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

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OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

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OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

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OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

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OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

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OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

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[REDACTED]

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[REDACTED]

[REDACTED]

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[REDACTED]

OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

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[REDACTED]

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OFFICIAL SENSITIVE

OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

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(b) (5) DPP, (b) (5) ACP



OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

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OFFICIAL - SENSITIVE - COMMERCIAL

## HMRC Standard Goods and Services Model Contract

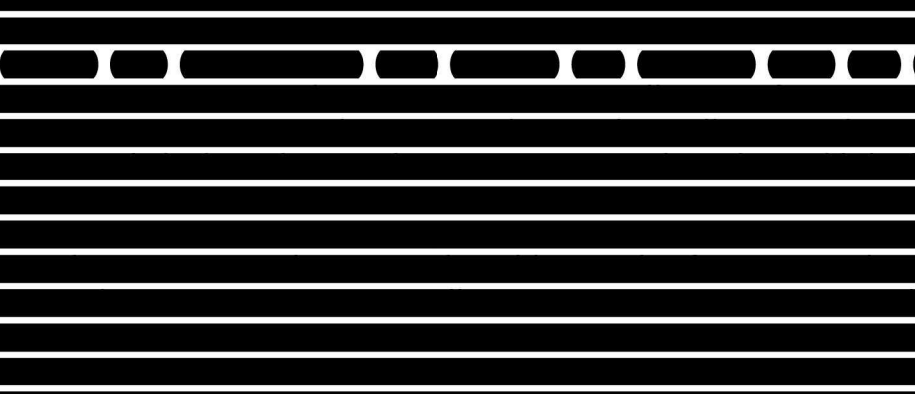
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(b) (7)(C), (b) (7)(D)

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[REDACTED]

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OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

[REDACTED]

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- [REDACTED]
- [REDACTED]
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[REDACTED]
- [REDACTED]  
[REDACTED]

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[REDACTED]



OFFICIAL - SENSITIVE - COMMERCIAL

## HMRC Standard Goods and Services Model Contract

(b) [REDACTED]  
[REDACTED]  
[REDACTED]

(b) (7)(C), (b) (7)(D)

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(b) [REDACTED]  
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OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

**SCHEDULE 4.2**

**COMMERCIALLY SENSITIVE INFORMATION**

## OFFICIAL - SENSITIVE - COMMERCIAL

## HMRC Standard Goods and Services Model Contract

## Commercially Sensitive Information

**1 COMMERCIALLY SENSITIVE INFORMATION**

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which may be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below.
- 1.3 Without prejudice to the Authority's obligation to disclose Information in accordance with FOIA, EIRs or otherwise in accordance with Clause 22 (*Transparency and Freedom of Information*), the Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

## Commercially Sensitive Information

No.	Date	Item(s)	Duration of Confidentiality
1	Effective Date	[REDACTED] [REDACTED] [REDACTED]	A period of three (3) years following the date of expiry or termination of this Agreement
2	Effective Date	[REDACTED]	A period of three (3) years following the date of expiry or termination of this Agreement
3	Effective Date	[REDACTED] [REDACTED] [REDACTED]	A period of three (3) years following the date of expiry or termination of this Agreement
4	Effective Date	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	A period of three (3) years following the date of expiry or termination of this Agreement



## OFFICIAL - SENSITIVE - COMMERCIAL

## HMRC Standard Goods and Services Model Contract

No.	Date	Item(s)	Duration of Confidentiality
5	Effective Date	[REDACTED] [REDACTED]	A period of three (3) years following the date of expiry or termination of this Agreement
6	Effective Date	[REDACTED] [REDACTED] [REDACTED]	A period of three (3) years following the date of expiry or termination of this Agreement
7	Effective Date	[REDACTED]	A period of three (3) years following the date of expiry or termination of this Agreement
8	Effective Date	[REDACTED] [REDACTED] [REDACTED] [REDACTED]	A period of three (3) years following the date of expiry or termination of this Agreement
9	Effective Date	[REDACTED]	A period of three (3) years following the date of expiry or termination of this Agreement
10	Effective Date	[REDACTED] [REDACTED]	A period of three (3) years following the date of expiry or termination of this Agreement
11	Effective Date	[REDACTED] [REDACTED]	A period of three (3) years following the date of expiry or termination of this Agreement