

## APPENDIX A

### **List of BPSS Verification Record Forms contained in the BPSS Verification Record (Annex B of the BPSS).**

Forms to be completed by the Contractor to demonstrate BPSS compliance as required in accordance with the BPSS Guidance

- Verification Record
- Nationality and Immigration Status Form
- UK Visas and Immigration Employment Enquiry Form
- Employment History Report Form
- HMRC Record Check Form
- Criminal Record Declaration

## APPENDIX B



**Official-Sensitive  
(only when not a nil return)**

**Highways England Company Limited Declaration Form  
(for use by individuals with non-employment contract status)**

**Purpose**

This form asks you to provide information in respect of actual, potential or perceived conflicts of interest in line with the requirements of the Companies Act 2006, the Articles of the Company, *Managing Public Money*, the Framework Document, the Company's obligation to follow UK Corporate Governance Code and public sector governance code principles and policies, requirements in respect of accounting and other disclosures and the Company's own policies including in regard to procurement and transparency.

The fact that you have an actual, potential or perceived conflict of interest is not necessarily a barrier to your involvement in a particular decision. The nature of action taken, when handling conflicts of interest, will depend on a number of factors. Please see Conflicts of Interest Policy and Guidance in Annex 3 for further information.

<b>1. Personal details (for Highways England and statutory records, please advise any subsequent changes)</b>	
a) Role/service provided	
b) Present surname and any former surname(s)	
c) Present forename(s) and any former forename(s)	
d) Phone Numbers a) landline b) mobile (Highways England restricted use only)	
e) Date form completed	

<b>2. Directorships</b>	
Are you a director or a "shadow director" <sup>1</sup> of any company? YES/NO	If YES, please provide the names of the companies, business sector, and date you became a director.
<b>3. Other business interests</b>	
Are you a partner, employee or a consultant (paid or otherwise) in any business? YES/NO	If YES state the names and give the nature of the businesses where this is not indicated in the title and the nature and start date of your involvement with each partnership, employment or consultancy.
Have you held any fiduciary office or position of trust (paid or otherwise) in the last 10 years? YES/NO Include public and any political offices.	If YES please give details and if you no longer hold the position, describe the circumstances in which you ceased to do so.
Do you have a direct shareholding in any company in the sector in which Highways England operates? YES/NO	I hold the following shares/I do not hold any shares in the sector in which Highways England operates.

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<sup>1</sup> "shadow director " means a person in accordance with whose instructions the directors of the company are accustomed to act. If you are a director or a shadow director of a company and, as a consequence are also a director or shadow director of several subsidiaries, a general description of the subsidiaries will suffice.

4. Voluntary work	
<p>Are you involved in or a member of any professional bodies, charities, special interest or political groups in the sector which Highways England operates? YES/NO.</p>	<p>If YES provide details.</p>
5. Other	
<p>Are there any other matters which you, or a reasonable member of the public might perceive that Highways England should be aware of which might impact on your provision of services to/role in Highways England or the reputation of Highways England? YES/NO</p>	<p>If YES provide details.</p>
<p>Are there any matters or relevant interests, (including significant interests of close members<sup>2</sup> of your family) which might influence your judgement, deliberation or action in providing services to/your role in Highways England or be perceived by a reasonable member of the public as doing so? YES/NO</p> <p>Please include information on any directorships and business interests in respect of close members of your family in respect of the sphere in which Highways England operates.</p>	<p>If YES provide details.</p>

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<sup>2</sup> Close members means a) an individual's domestic partner and children b) children of an individual's domestic partner c) dependents of an individual or an independents domestic partner.

6. Connected persons	
<p>Please confirm (in the box to the right) that, in relation to the questions contained in sections 3, 4, 6, above, no additional information would need disclosure in relation to any connected person.</p>	<p>I confirm that no additional information requires disclosure.</p> <p>I have provided additional information above.</p>

### Declaration

1. I declare that to the best of my knowledge and belief (having taken all reasonable care to ensure that such is the case) the answers to all of the above questions are true and not misleading.
2. I shall not communicate to any legal or natural person other than Highways England employees any commercially sensitive or confidential information in connection with my work at Highways England.
3. I shall not seek to obtain any commercial or personal advantage from my work at Highways England.
4. I shall not assist my employer, any organisation connected with my employer, or any other organisation or person in tendering for any contract opportunity with Highways England that I have worked in my capacity as a consultant to Highways England.
5. I shall not pay, give, receive or offer to pay, give, receive any sum of money or other consideration directly or indirectly to any person whatsoever for any act described in paragraphs 2, 3 and 4 above. If any offer is made to me to breach this declaration, I shall report it immediately to Highways England.
6. All documentation that I have access to in my role as a consultant to Highways England shall be made available to form part of any relevant tender information pack.
7. I understand that I may only be involved in the evaluation of a tender for Highways England where expressly sanctioned by Highways England.
8. Should any of the information on this declaration change or should I become aware of a potential, perceived or actual conflict of interest I will immediately contact Highways England to inform them and will take all reasonable steps to mitigate or remove the potential, perceived or actual conflict of interest.
9. I understand that if I do not comply with the statements in this declaration I may prejudice my employers ability to participate in tendering for contract opportunities with Highways England, I may have my contract with Highways England terminated and could face legal action.

Signature	
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**Asset Delivery (AD)**  
**Design Services Contract (DSC)**  
**Scope**  
**Annex 10**  
**Cost Capture Data Requirements**

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Amend. No.	Revision	Amendments	Initials	Date
5	0	Tender Issue	SEL	25/03/19

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## 1. COST CAPTURE DATA REQUIREMENTS

### 1.1 Clients Requirements

1.1.1 This Annex explains the Client's requirements in relation to the capture and reporting of the Consultant's Price for Services.

1.1.2 The *Consultant* shall maintain and submit the *Consultant's* Design Services Cost Report monthly to the *Client* showing the *Consultant's* Price for Services.

1.1.3 The *Consultant* shall submit reports electronically using a format specified in Appendix A or a similar format specified by the *Client*. Design Services Cost Reports must be sent to the *Client* mailbox:  
[REDACTED]

1.1.4 The *Consultant* shall give open access to the Consultant's costing system to the Client, as is necessary for the *Client* to verify the accuracy of the data being reported.

1.1.5 The *Consultant* properly captures all costs within a data collection system to output in a format specified by the *Client* for use on schemes.

1.1.6 If the *Client's* minimum requirements for the Consultant's data collection system are not met, the Consultant is required to effect such modifications or enhancements to its own data collection system, or those of its supply chain, as are necessary, to meet the Client's requirements. Any investment costs associated with implementing such enhancements shall be borne totally by the Consultant or its Subcontractor and not charged back to the Client.

1.1.7 The cost capture requirements do not preclude any other separate requirements that may be needed

1.1.8 The *Client* reserves the right to adjust the cost capture report (found in Appendix A) accordingly during the period of the contract of which the *Contractor* must make the adjustments in a reasonable amount of time agreed between both parties.

### 1.2 Item Breakdown Structure

The Consultant shall capture its Price for Services against the items in table 5.1.1 and 5.1.2 against each sub activity.

### 1.3 Item Coverage

The item coverage for each item must be referenced back to the Contract documents.

The *Consultant* shall allocate its Price for Services against the following cost headings:

- Cost of People
- Office Overheads
- Business Overheads

#### **1.4 Output**

The *Consultant* shall submit output data for those items indicated in Table 5.1.1 and Table 5.1.2.

### **2. COST BREAKDOWN DATA COMPONENTS FUNCTION**

- 2.1.1 The *Consultant* shall allocate Price for Services assessed through the Schedule of Cost Components.

**Table 5.1.1. Item Schedule**

Scope Ref	Activity / Item Number	Activity	Unit of Measure
2	1.1	Mobilisation	Lump Sum
12	1.2	Demobilisation	Lump Sum
3	1.3	Design Validation	Time Charge
4	1.4	Community	Time Charge
5	1.5	Inspect Asset (Optional)	Time Charge
6	1.6	Identify Network Needs (Optional)	Time Charge
7	1.7	Develop Network Investment Needs (Optional)	Time Charge
8	1.8	Design Schemes	Time Charge
9	1.9	Deliver Schemes	Time Charge
10	1.1	Deliver Schemes (Optional)	Time Charge
11	1.11	Deliver Incident Response (Rapid Response)	Time Charge
13	1.12	Office Space	Office Overheads
14	1.13	Instruction and Payment Requirements	Business Overheads
15	1.14	Quality Management	Business Overheads
16	1.15	Transition Period	Business Overheads

Scope Ref	Activity / Item Number	Activity	Unit of Measure
17	1.16	General Health and Safety	Business Overheads
18	1.17	Customer Service and Stakeholder Liaison	Time Charge
19	1.18	Traffic Management and Access to Network	Business Overheads
20	1.19	Environmental Management and Sustainability	Business Overheads
21	1.2	Commercial Management	Business Overheads
22	1.21	Risk Management	Business Overheads
23	1.22	Procurement and Supply Chain Management	Business Overheads
24	1.23	Information Technology and Data	Business Overheads
25	1.24	General Obligations	Business Overheads

**Table 5.1.2. Business and Office Overheads**

Activity / Item Number	Activity	Sub Activity
1.1	Business Overheads	Franchises, Royalties, Licences
1.2	Business Overheads	Accounting, Auditing and Payroll, Business Development, Procurement and other support services (ex: general and head office management and administration)
1.3	Business Overheads	Research and Development
1.4	Business Overheads	Publicity, Marketing, Sales, Exhibitions
1.5	Business Overheads	Entertainment
1.6	Business Overheads	Rents, Rates, Leases, Services and Servicing of Premises, Stationery, Telephones, Telex, FAX, Postage charges
1.7	Business Overheads	IT / Computing
1.8	Business Overheads	Asset Depreciation
1.9	Business Overheads	Insurance Premiums
1.1	Business Overheads	The amount of any excess borne by the Contractor in respect of any claims under Client's Liability and Professional Indemnity Insurances
1.11	Business Overheads	Finance and Interest Charges
1.12	Business Overheads	Severance
1.13	Business Overheads	Bonuses & Incentives
1.14	Business Overheads	Personnel / HR Services
1.15	Business Overheads	Quality Assurance
1.16	Business Overheads	Health and Safety
1.17	Business Overheads	Training

Activity / Item Number	Activity	Sub Activity
1.18	Business Overheads	Supply Chain
1.19	Business Overheads	Legal Costs
1.20	Business Overheads	Environmental and Sustainability
1.21	Business Overheads	Management and non-chargeable Directors
1.22	Business Overheads	Adjustment for non-recoverable hours - (An adjustment for non-recoverable hours provides for the Consultant to make adjustment for staff who are forecast to bill less than that total working hours per annum specified in the Staff Rates Table.)
1.23	Business Overheads	Other non-recoverable costs - (Other non-recoverable costs - these should include any costs that the Consultant will incur that are not included in the Overheads Build Up)
1.24	Business Overheads	Other Overheads - Total
2.1	Office Overhead - Employer's Premises	IT (including connections)
2.2	Office Overhead - Employer's Premises	Telephones (including connections)
2.3	Office Overhead - Employer's Premises	Car Parking
2.4	Office Overhead - Employer's Premises	Office Consumables (e.g. stationary, paper) (Highways England Office)
2.5	Office Overhead - Employer's Premises	Cost of Office £
2.6	Office Overhead - Employer's Premises	Cost of non-chargeable administrative staff £
2.7	Office Overhead - Consultant's Premises	Rent

Activity / Item Number	Activity	Sub Activity
2.8	Office Overhead - Consultant's Premises	Service Charge
2.9	Office Overhead - Consultant's Premises	Maintenance Costs
2.10	Office Overhead - Consultant's Premises	Furniture and fittings
2.11	Office Overhead - Consultant's Premises	Utilities
2.12	Office Overhead - Consultant's Premises	Office Equipment
2.13	Office Overhead - Consultant's Premises	Consumables
2.14	Office Overhead - Consultant's Premises	Security
2.15	Office Overhead - Consultant's Premises	Cleaning
2.16	Office Overhead - Consultant's Premises	Cost of Office
2.17	Office Overhead - Consultant's Premises	Cost of non-chargeable administrative staff £

**APPENDIX A – DESIGN RESOURCE COST REPORT**

East Region DSC Annex 10 Appx A Cost Report Issue 5 rev 0.xlsx

# **Asset Delivery (AD)**

## **Scope**

### **Annex 11**

#### **Community**

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Amend. No.	Revision No.	Amendments	Initials	Date
0	0	Tender Issue	SEL	18/3/19

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**1 THE COMMUNITY****1.1 The Client's (Highways England) Vision and Objectives**

- 1.1.1 The *Client* is responsible for managing and operating the busiest highway network in Europe, carrying one-third of all road traffic and two-thirds of freight traffic in England. This vision and the objectives are defined in the Scope, Annex 2,
- 1.1.2 The roads that make up England's Strategic Road Network are a key enabler of economic growth and prosperity and are essential to the quality of life of the nation. The *Client's* role is to deliver a better service for road users and to support a growing economy. It must operate, manage and improve the Strategic Road Network in the public interest and maintain the network on a day-to-day basis. It must also provide effective stewardship of the network's long term operation and integrity.
- 1.1.3 The *Client* will lead the achievement of this vision and ambition to deliver:
- a better experience for customers and stakeholders,
  - support economic growth,
  - provide a safe and serviceable network,
  - provide a network with more free flowing traffic,
  - support an improved environment and
  - deliver an accessible and integrated network.
- 1.1.4 The *Client* together with its suppliers must share this vision and ambition by continually developing and improving collaboration to build relationships that can deliver an improving customer experience, efficient and effective delivery,

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planning for the future, building capacity and building relationships that deliver.

1.1.5 To achieve these aims and objectives the Contractor and all Community Partners will :

- support the *Client* in continuing to improve the understanding and management of the network assets through collection and sharing of asset data, condition and operation,
- support the *Client* in gaining cost intelligence maturity through transparent and accountable financial and performance processes,
- build long term and flexible relationships with the supply chain so the Community can invest in a collective future together and
- improve skills and reduce resource gaps to ensure the Community supports a sustainable supply chain.

1.1.6 The Community between the *Client*, the Contractor and the Community Partners will therefore aspire to collaborative relationships that deliver practical and measurable benefits to the service, collaborative relationships that are stronger than the contractual relationships and collaboration that supports delivery even where there may not be a direct contractual relationship. It will be evident that Community Partners will have the confidence through collaboration with each other to take responsibility when responding to and supporting customers, when responding to incidents, when delivering the Client's planned programmes and projects and when sharing road space with the absolute priority for ensuring value for money and ensuring all health and safety risk are mitigated i.e. the delivery of a quality service, at the minimum cost in a safe manner.

## 1.2 Collaboration and the Community

1.2.1 In order to collaboratively support Highways England and its supply chain, the Contractor will form part of the Community Council which comprises all Community Partners,

1.2.2 The Contractor will have values that support those of the *Client* and work collaboratively with all other Community Partners to Provide the Service in a collaborative manner as described in this Annex. In addition, the Contractor will create a collaborative culture that will support all Community Partners in the achievement of their objectives.

1.2.3 The Contractor operates a collaborative management system, which will comply with ISO44001 before the end of the Mobilisation Period and will gain certification to ISO44001 by a third party accreditation body (approved by

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UKAS or other body approved by the *Client*) within three years of the end of the Mobilisation Period.

- 1.2.4 The Contractor will be expected to exhibit the *Client's* behavioural attributes and these attributes include, but are not limited to:
- collaborative accountability,
  - performance improvement,
  - innovation and Creating Value,
  - development of people and relationships,
  - engagement with stakeholders,
  - supporting other Community Partners aims and objectives,
  - sharing high-quality information.
- 1.2.5 The Contractor and other Community Partners forming the Council will support collaboration by:
- actively sharing information and learning within a collaborative environment to drive improved results,
  - working closely with other Community Partners to establish and maintain long term relationships, including the creation and delivery of a Community Charter,
  - sharing community objectives, behaviours and values focusing on the outcomes for our customers,
  - driving a significantly improved service for our customers and other stakeholders. This will be demonstrated through adding value as documented in the Community Create Value Register,
  - adopting fully integrated approach to a resolution of emergent issues, thereby limiting risk and maximising opportunity,
  - working together to maintain and improve health and safety and quality,
  - creating innovative solutions, adding value in terms of reducing costs and improving service quality and
  - engaging in communication that is open, honest and responsive.
- 1.2.6 The Community Partners must work collaboratively to support delivery of the current versions of Highways England's Delivery Plans as shown in Scope, Annex 3 and effectively maintain the Affected Property, whilst improving

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safety and customer satisfaction. This is essential in enabling the *Client* to achieve its Key Performance Indicators (KPI's) including, but not limited to:

- making the network safer by reducing the number of Killed or Seriously Injured (KSIs) on the SRN by at least 40% by the end of 2020 improving user satisfaction by achieving 90% of respondents responding Very or Fairly Satisfied to the National road users' satisfaction survey (NRUSS) by the end of March 2017 and then maintaining and improving it,
- supporting the smooth flow of traffic by maximising lane availability so it does not fall below 97% in any one year and ensuring at least 85% of all motorway incidents are cleared within 1 hour,
- encouraging economic growth by reducing average delay (time lost per vehicle),
- achieving real efficiency through cost savings of at least £1.212 billion over Roads Period 1 (RP1),
- keeping the network in good condition by ensuring that 95% of the pavement asset does not require further investigation for possible maintenance during each year of RP1.

1.2.7 The Government is due to publish Roads Investment Strategy 2 (RIS2) prior to Roads Period 2 (RP2) starting on the 1 April 2020. RIS2 will build on the Performance Specification of Roads Investment Strategy 1 (RIS1) to challenge the *Client* to strive for ever better performance. The Community Partners must work collaboratively to support the *Client* in delivering the strategic outcomes and Performance Specification of RIS2.

1.2.8 The Community Partners have no authority or responsibility to change any contractual conditions, including scope, quality, safety, performance and pricing related matters, however, this forum does provide a key mechanism to improve the service delivery by recommending areas for improvement to the *Client*.

1.2.9 The primary objectives, roles and responsibilities of the Community Council and the Community Committee will be defined in the Community Charter. This will be developed and agreed by all Community Partners within three months of the creation of the Community. The minimum requirements of the Charter will be:

- the Community Terms of Reference defining the composition, roles and responsibilities of the Community Council and the Community Committee,
- governance structure, arrangements and roles and responsibilities of any other groups identified and set up by the Community such as Council, Community Committee, Offline Groups etc.
- the need to create and maintain key collaborative documents and records including the Area Community Business Strategy, the Community Create

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Value Register, the Create Value Programme and any other documents agreed by the Community Council.

### **1.3 Community Council, Community Committee and Community Working Groups**

1.3.1 Community Council: The Community Council comprises all Community Partners and this group and forum will elect the appropriate Community Partners from Community Council to form the Community Committee. The Community Council will continually (minimum annually) re-assess the composition of the Community Committee to ensure it is appropriateness to the Community.

1.3.2 The Community Council will comprise of the following organisations:

- the Supplier Relationship Manager
- the *Client*,
- the Maintenance and response contractor,
- the Design Services Consultant,
- the Construction Works Framework Contractors,
- the Specialist Goods and Services Suppliers (if required by the *Client*),
- the Category Management Framework Contractors
- others nominated and agreed by the Community Council.

1.3.3 Community Committee: Due to the large number of Community Partners, the Community Council will elect a Community Committee to make all key decisions on behalf of the Council. The composition of the Community Committee will be:

- the Supplier Relationship Manager
- an elected chairperson (role may rotate),
- a member from the *Client* (excluding the Supplier Relationship Manager),
- chairs or representatives from the Community Working Groups

Membership of the Community Committee will likely rotate throughout the contract based on the needs of the Community and the capability and capacity of its members.

1.3.4 Community Working Groups: The Community Council may set up Community Working Groups or sub-committees to address specific matters as it agrees. For example, working groups reporting to the Community Committee to look

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at key subjects such safety, innovation, efficiency, performance, customer service, behaviours, cost intelligence. The Community Charter will establish this arrangement.

#### **1.4 Role and Objectives of the Community**

##### **1.4.1 The role of the Community will be:**

- to provide strategic guidance to the management of the Area through the development of the Area Community Strategy and the Area Community

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Business Plan, which will define how the Community Partners will support the service delivery outcomes defined in the Contracts,

- to monitor and promote continual improvement and creating value for both the *Client* and other Community Partners,
- to review performance of this contract and delivery of the key objectives, addressing poor performance by recommending and implementing effective corrective action.

1.4.2 The objectives of the Community Partners in establishing the Community Council are as follows:

- to create and maintain a collaborative approach with all those involved in meeting or contributing to the objectives of the *Client* and all Community Partners,
- to provide leadership, commitment and motivation for a successful outcome for all Community Partners..

## 1.5 Terms of Reference of the Community

1.5.1 The Community Council or its Committee are not authorised to change any contractual terms and conditions, including quality, performance and pricing related matters, although they can make recommendations to the *Client*.

1.5.2 Specific matters for the Community Council to address to support the provision of the *service* are:

- to create, approve and deliver the Area Community Business Strategy,
- recommendations for strategic changes of the contract, including any implications (financial or otherwise) which flow from such changes,
- financial reports of spend and budget highlighting any necessary actions to correct any slippage in spend forecasts,
- to create, maintain and approve key community documents such as the Community Strategy, the Create Value Register and the Create Value Programme.
- to receive reports highlighting areas of good performance and any actions to address areas where performance is not attaining the required targets,
- to receive a report detailing good performance and evidence of supply chain collaboration to reduce time and cost of service delivery. This report to highlight blockers to good collaboration also,
- consideration of all issues connected with continual improvement,
- to be provided with reports on all issues relating to innovation and

- to undertake a strategic review of the health and safety performance of the Area operations and consider any actions to be taken to address poor performance.

## 1.6 Community Structure and Meetings

1.6.1 The Community operates by consensus. The Community will collectively agree the structure of how the Community Council will operate and the meeting schedule it will adopt through its Community Charter.

1.6.2 At each meeting of the Community Council and its Community Committee, the Supplier Relationship Manager or the Supplier Relationship Manager's representative shall act as chairperson unless otherwise agreed.

1.6.3 The full Community Council will meet twice a year or if and when requested by the Community Committee, however the Community Committee will ensure that all members of the Community Council:

- are aware of all key issues and any decision making,
- endorse the composition and membership of the Community Committee.

1.6.4 The Community Committee will meet monthly in order to fit into routine business reporting, unless otherwise agreed. The minimum quorum for a Community Committee meeting is 60% of the total membership on the Committee.

1.6.5 The secretariats for the Community Council and Community Committee will be provided by the *Client* unless otherwise agreed with the Community Committee. The agenda and minutes at each meeting of the Community Committee will be agreed by all the Committee and distributed by the secretariat to all Council.

1.6.6 All Community Partners will act collaboratively when dealing with matters within the Community Charter.

## 1.7 The Supplier Relationship Manager

1.7.1 The *Client* will appoint a Supplier Relationship Manager, to act as facilitator to the Community Council and Community Committee in an independent manner without bias or favour to any Community Partner, within the Terms of Reference in the Community Charter.

1.7.2 The Supplier Relationship Manager will assist to establish the governance structure, communications and direction of the Community Committee.

1.7.3 The Supplier Relationship Manager will provide ongoing support and direction to the Community in terms of day to day management of community affairs,

production and dissemination of information to the Community and be custodian of the Community documentation,

1.7.4 The Supplier Relationship Manager will have a catalytic role in establishing and maintaining a partnering process between all Community Partners including the Highways England team, and supporting them to maximise community outcomes

**1.8 Community Documents and Records**

1.8.1 The Supplier Relationship Manager will be the custodian of Community documentation, including:

- Area Community Business Strategy,
- Area Community Business Plan
- Create Value Register,
- Create Value Programme,
- Minutes of Meetings,
- Community Issues Log and Risk Register.

1.8.2 The Create Value Register is a critical document that will be developed by all Community Partners and include the following items to ensure that innovation and adding value is embedded into all contracts

1.8.3 An example of a Community Create Value Register is shown below:

#		Subject	Category	Value Add	Proposer	Beneficiary	CBA		
							Cost	Benefit	Net
1	Drainage HARD	Support lane availability	Eliminate flooding between x and y by increasing pipe size/capacity which: <ul style="list-style-type: none"> <li>• Reduce WOLC maintenance costs.</li> <li>• Reduce disruption to road users.</li> <li>• etc.</li> </ul>	<ul style="list-style-type: none"> <li>• Contractor or</li> <li>• HE or</li> <li>• other work package contractor</li> </ul>	<ul style="list-style-type: none"> <li>• Contractor or</li> <li>• HE or</li> <li>• other work package contractor</li> </ul>	Ex	Ex	Ex	
2	People SOFT	People	<ul style="list-style-type: none"> <li>• Increased Staff retention,</li> <li>• Reduction in sickness and increased wellbeing,</li> <li>• Improved outputs.</li> <li>• Reduce stress.</li> </ul>	<ul style="list-style-type: none"> <li>• Contractor or</li> <li>• HE or</li> <li>• other work package contractor</li> </ul>	<ul style="list-style-type: none"> <li>• Contractor or</li> <li>• HE or</li> <li>• other work package contractor</li> </ul>	Ex	Ex	Ex	
3	Road Space HARD	Support lane availability	Joint working achieved: <ul style="list-style-type: none"> <li>• Reduce lane closures by x</li> <li>• etc.</li> </ul>	<ul style="list-style-type: none"> <li>• Contractor or</li> <li>• HE or</li> <li>• other work package contractor</li> </ul>	<ul style="list-style-type: none"> <li>• Contractor or</li> <li>• HE or</li> <li>• other work package contractor</li> </ul>	Ex	Ex	Ex	

# **East Region Asset Delivery (AD)**

## **Scope**

### **Annex 12**

# **Communications**

**CONTENTS AMENDMENT SHEET**

<b>Amend. No.</b>	<b>Revision No.</b>	<b>Amendments</b>	<b>Initials</b>	<b>Date</b>
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## 1 COMMUNICATIONS

### 1.1 Introduction

- 1.1.1 Any reference to Highways England shall be taken to mean the *Client* in the first instance.
- 1.1.2 The *Client* has an overarching communications strategy, which places emphasis on planned and targeted communications across all areas of the *Client's* work. Better, more accessible communications is a key part of putting customers first.
- 1.1.3 The strategy places a clear, consistent Highways England visual identity and "brand" as central to all publicity. This means that while the Contractor delivers the service "on the ground", the *Client* will remain as the public face and will have control over the wording and design of all publicity material. The *Client* also publishes an annual communications plan which sets key themes and messages for the coming year. All communication activity should support these key themes which are important for building the Highways England "brand".
- 1.1.4 Highways England Communications Group will advise the *Service Manager* and the Contractor on all communication issues. All handling of national and specialist media will be led by the national press office within the Communications Group. The *Client's* regional press officers will lead and advise on handling of regional media, with support from the Regional News Network (RNN) where appropriate. RNN support will include issuing press notices, dealing with media enquiries, managing media attendance at events, and other support as requested by the regional press officers or national press office.
- 1.1.5 Any corporate communications or publicity activity undertaken by the Contractor on behalf of the *Client* requires prior discussion with and approval from the Communications Group, before any action is undertaken by the Contractor.

### 1.2 Publicity, Public Relations and the Media

- 1.2.1 The Contractor deals with all queries and complaints received relating to the Affected Property in line with the *Client's* most recent policies and procedures, including the Corporate Complaints Policy and correspondence quality control guidelines as agreed by the *Client*.
- 1.2.2 The Contractor accepts the *Client's* definitions, complies with the *Client's* policies and procedures, and to timescales outlined by the *Client* in relation to customer correspondence and complaints.
- 1.2.3 The Contractor maintains a record of all correspondence and complaints and the actions taken by the Contractor in relation to them. The record is retained

by the Contractor for at least the previous six years and is available for inspection by the *Service Manager* at all reasonable times.

- 1.2.4 The Contractor provides any information that is needed to enable the *Service Manager* to prepare statements or responses to questions or issues raised by or on behalf of any member of the public or public organisation (including the United Kingdom parliament, any local authority or any member or representatives of the foregoing). The Contractor provides such information within any time periods which may be imposed by the *Service Manager* (acting reasonably having regard to the purpose of the provision of the information requested and to the nature and extent of the information requested). If it is impossible for the Contractor to do so, the Contractor immediately gives notice to the *Service Manager* setting out in full the reasons.
- 1.2.5 Where such questions or issues are raised with or addressed to the *Client* (and not with the Contractor directly), the Contractor does not communicate directly with such public organisation in respect thereof, without having obtained prior written acceptance from the *Service Manager* of the form and terms of its communications, save to the extent that he is legally required to do otherwise.
- 1.2.6 The Contractor promptly informs the *Service Manager* of any communications in connection with the subject matter of this contract and the Affected Property generally with:
- MP's or MEP's,
  - any public organisation and
  - any other third party where the matters in question might reasonably be expected by the Contractor to have political significance be in the public interest, or concern issues of policy.

The Contractor promptly provides the *Service Manager* with copies of any such communications provided in writing.

- 1.2.7 The Contractor provides to the *Service Manager* information necessary for the operation of the *Client's* information service. The *Client's* information service requires details of proposed lane closures and traffic safety and management measures.
- 1.2.8 The Contractor arranges for signs to be erected to inform users of planned road closures and or lane closures in line with Network Occupancy Requirements, including the times and dates of the closure, unless otherwise agreed by the *Service Manager*.
- 1.2.9 The Contractor makes recommendations to the *Service Manager* on publicity arrangements for any work on the Affected Property.
- 1.2.10 The Contractor informs Others affected by any work.

**1.3 Media Relations**

- 1.3.1 Any proposals for media contact or opportunities should be discussed and approved with the Communications Group prior to any action taken by the Contractor. The Contractor shall retain contact with the Communications Group, and RNN where instructed to do so, throughout the process.
- 1.3.2 Any publicity activity for works which are being carried out by any Contractor on behalf of the *Client* must make the client-supplier relationship clearly explicit.
- 1.3.3 The *Client* shall have the first option to issue press notices and generate other publicity about work on its behalf, for example offering media interviews or placing articles in the press. If a contract award is being announced or a new service launched, the Contractor will not release any information until the *Client* has made its own announcement to the media. If the *Client* does not wish to issue a press notice, it will discuss with the supplier and agree an appropriate media handling plan with the Contractor.
- 1.3.4 The Contractor must pass all media enquiries to the *Client's* press officers or RNN where instructed to do so, immediately, and notify the *Service Manager*. No comments or interviews are to be given to the media without prior permission from the *Service Manager*, and the *Client's* national or regional press officer.
- 1.3.5 The Contractor will inform the *Service Manager* and the *Client's* national press office or regional press officer as soon as possible about any possible reactive or proactive media opportunities that include, but are not limited to, sensitive issues that may attract media interest. All communication strategies and plans developed by the Contractor must be agreed in consultation with Highways England's Communications Group and the *Service Manager* prior to any activities being undertaken.
- 1.3.6 The Contractor shall assist the *Client's* press officers (and where instructed RNN) with information to enable advance notice to be given to the media and stakeholders that specifies the impact upon the road user to benefit the *Client's* customers; this includes providing detail on programme dates, times of operation, proposed lane closures, traffic safety and management measures, and alternative routes. The Contractor shall take all necessary action to ensure that drivers and other road users are aware of the road works or closures before commencing their journeys. The Contractor must consult with the *Client's* press officers who will advise on these issues. Where applicable, the Contractor must expand on the programme of activity.
- 1.3.7 The *Client's* national or regional press officers (or RNN as commissioned by them) are responsible for arranging any visits to any location within the area network by journalists, photographers or film crews. All arrangements for all

facilities, attendees and the like, are the responsibility of the Contractor. Exact and detailed requirements will be provided by the *Service Manager*.

- 1.3.8 For media interviews in connection with the *Client's* projects, any spokespeople for the Contractor shall refer to themselves as speaking on behalf of the *Client*. Use of the Contractor's spokespeople will be limited to operational matters where the *Client's* staff are unavailable. The *Client's* staff will conduct interviews that may involve policy issues.

#### 1.4 **Community Relations**

- 1.4.1 The *Service Manager*, on advice from Highways England's Communications Group (or where agreed RNN) will approve the text for all newsletters, information materials and significant correspondence being issued to community groups or individuals. At the same time the *Service Manager* and Contractor must observe any spending or operational restrictions that apply to this, and any other communications, marketing and publicity activities, in force at that time.

- 1.4.2 The Contractor must keep the *Client's* regional press officer (or where instructed RNN) and the *Service Manager* informed of any significant community issues.

- 1.4.3 The Contractor shall inform the *Service Manager* about any public meetings being held to discuss area network issues.

- 1.4.4 The Contractor shall liaise with the *Service Manager* before accepting any invitations to appear at public meetings or events related to the area network.

#### 1.5 **Branding, Marketing, and Publicity**

- 1.5.1 The Contractor must ensure that they conform to the *Client's* visual identity and branding policy and technical specifications, including for the preparation and production of all information and communications materials including signs and works signage. These are set out in '*The Highways England visual identity guidelines*'; this document is referenced in Annex 3 and further information is available from the local Highways England media services teams. All material must be approved by the *Service Manager*. When drafting text the Contractor must also follow the *Client's* specifications as set out in '*Highways England tone of voice and style guide*' – also available via the local Highways England media services teams.

- 1.5.2 All dedicated operations vehicles must be branded correctly using the *Client's* visual identity specifications and branding only. The requirements for suppliers are outlined in the publication setting out Highways England's visual identity guidelines as required at 1.4.1.

- 1.5.3 Branding requirements also apply to letters, emails, personal protection equipment, PowerPoint presentations, leaflets, newsletters, statutory notices and all other materials. For a full list of where supplier logos can and cannot

- be used, refer to the *Client's* visual identity specifications document. The *Client's* branding must be present on all scheme-related materials.
- 1.5.4 Design issues are the responsibility of the *Client's* media services team. The Contractor shall seek, follow and implement this advice. The contact details for each Highways England media services team can be found in the documentation setting out the *Client's* visual identity specifications.
- 1.5.5 The Contractor shall assist the *Service Manager* with regular information updates for the *Client's* website. All text must be cleared before issue to ensure efficient co-ordination of publicity and communications efforts. All material relating to Schemes on the *Contractor's* or other external websites (i.e. non *Client* websites) must make clear the relationship of the *Client* to Schemes and that the supplier is working on behalf of the *Client* on the Scheme, or that the Scheme is funded by the *Client*.
- 1.5.6 The Contractor shall not set up independent websites or develop independent logos or branding for the *Client's* Schemes or projects.
- 1.5.7 The Contractor will undertake such information and communications activity commensurate with major closures as agreed, while observing any spending or operational restrictions in force at that time. Within any such constraints the Contractor must take all necessary action to ensure that drivers and other stakeholders are aware of the closure before commencing their journeys. The Contractor will agree the extent of such communication and publicity with the *Service Manager* and Highways England Communications Group through the development of agreed scheme communication plans. Wherever possible these plans must make use of pre-approved existing material that has been produced (e.g. DfT-produced safety resources).
- 1.5.8 Any requests for communications or marketing activity raised by the *Client's* area or project teams, or the *Service Manager*, should be referred by the Contractor to their Highways England regional press officer or Highways England Communications Group representative for approval in the first instance.
- 1.6 **General**
- 1.6.1 Media and community liaison issues will be an agenda item at the monthly review meetings. Whenever key milestones and/or proposed changes to the communications plan are to be discussed the meetings should include the *Client's* regional press officers.
- 1.6.2 The Contractor shall include a section on communications in its monthly report to the *Service Manager*. This includes a review of all proactive and reactive media contact (and coverage where known), any agreed publicity and advertising, and community liaison work. The Contractor is not required to

purchase a media monitoring or cuttings service in order to prepare the monthly report or as part of this contract.

1.6.3 The Contractor shall work with the *Service Manager* with advice from the *Client's* regional press officers to create an area communication plan. The objectives and outcomes of the plan will be set by the *Client*. In drawing up the plan, the Contractor and the *Service Manager* will identify the key groups of customers and interested parties they need to communicate with. The Contractor and *Service Manager* will ensure these groups have the information they need in a way, and at a time, that suits their needs using agreed communications channels. They will ensure that customers have the opportunity to have their say and feedback to them on what the *Client* is doing as a result.

1.6.4 The Highways England Communications Group will provide the following:

- advice on media handling issues,
- response to national media enquiries,
- advice on area communication plans,
- media handling for events and ministerial visits,
- media handling for negative/crisis issues,
- draft statements where required,
- "Lines to take" to be updated throughout the contract period,
- contributions to customer and community communications if required and
- advice on communications, marketing and publicity (e.g. advance notice of traffic management) compliant with any spending constraints in place at the time.

1.6.5 Highways England's Communications Group (and RNN where instructed) will require the following:

- regular liaison with the Contractor and the *Service Manager*,
- the setting up of a communications group to meet on a regular basis to discuss public relations and community liaison issues,
- a basic fact sheet and route map to be available for issue to the media as required,
- a commitment to regular and open communication with any website team.

# **Asset Delivery (AD) Professional Services**

## **Scope**

### **Annex 13**

# **General Health and Safety Requirements**



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## 1. HEALTH AND SAFETY REQUIREMENTS

### 1.1. Vision, Value and Consideration

1.1.1. The *Client* seeks to achieve the vision that “no one should be harmed when travelling or working on the strategic road network” and a value that we “keep ourselves and others safe, above all else.”

1.1.2. The *Client* wishes to draw the attention of the Consultant to the health and safety considerations, guidance, best practice, legislation and documentation that must be applied and complied with, and which the *Client* expects will operate in relation to the Consultant service provision.

### 1.2. Management of Health and Safety

1.2.1. The Consultant’s health and safety management system:

- (1) In March 2018, ISO 45001: 2018 (Occupational health and safety management systems) was published and replaced OHSAS 18001:2007.
- (2) The Consultant will operate a formal health and safety management system which:
  - complies to either OHSAS18001:2007 or ISO45001:2018 or other approved standard accepted by the *Service Manager* by the end of the Mobilisation Period, and subsequently will,
  - gain certification to ISO45001:2018 by a third party accreditation body (accredited by UKAS or another body recognised by Highways England) by 31 March 2021, unless the *Service Manager* has accepted that maintaining compliance to another approved standard is acceptable for the duration of the contract.
- (3) The Consultant develops a formal health and safety system. This includes defining health and safety procedures and processes, operating occupational health surveillance and monitoring, and the development of a proactive health and safety culture. This follows the principles defined by:
  - (a) BS ISO 45001:2018 Occupational health and safety management, or
  - (b) the (UK) Health & Safety Executive (HSE) document HSG65 ‘Successful Health & Safety Management’, or
  - (c) a suitable and equivalent recognised health and safety management system.
- (4) The Consultant documents the management systems, and fully and effectively implements the systems prior to the commencement of the *service*.

- (5) The Consultant develops its management system with other Community Partners to provide consistency of approach and interoperability, ensuring activities are consistent between all Community Partners allowing seamless provision of service between different sites within the Affected Property.
- (6) The Consultant interfaces and aligns its management system with the *Client's* 'Health and Safety Management System' (HSMS), and the associated policies and procedures.
- (7) The health and safety management system forms part of the Consultant's Quality Plan as defined in Annex 16.

1.2.2. Consultant's occupational health management system:

The Consultant

- (1) operates an occupational health management system in line with the requirements of HSE's construction occupational health management model and
- (2) participates in working groups with the aim of improving health and safety management performance in relation to the following topics:
  - (i) Designing for health and safety in buildability and operability and maintenance,
  - (ii) Construction health and safety improvement, and
  - (iii) Sustainable design and sustainable construction.

1.2.3. Subcontractor' health and safety management system:

- (1) The Consultant ensures that any Subcontractor which are working under his control or on sites where he is the principal designer operate a formal health and safety management system which fulfils the requirements set out above.
- (2) The Consultant submits a copy of the Subcontractor health and safety management system to the *Client* prior to commencement of the relevant works or subsequent appointment of the Subcontractor. The *Client* has the right to approve this system or to suggest changes and amendments prior to approval of the system.

1.2.4. Health and safety culture and communication:

- (1) The Consultant
  - (a) operates behavioural safety improvement schemes, and

- (b) participates in initiatives including the European Week for Safety and Health at Work, the Highways England 'Health, Safety and Wellbeing', or other recognised improvement initiatives.
- (c) The Consultant establishes and operates employee consultation arrangements in accordance with applicable health and safety legislation.

1.2.5. Health and safety – exchange of information:

- (1) The *Client* provides information to the Consultant to enable the *service* to be performed in a safe manner,
- (2) A copy of the *Client's* health and safety policies, procedures, and guidance notes are listed in Annex 3,
- (3) The Consultant provides information in a manner and form specified by the *Client*.
- (4) The Consultant without delay brings to the attention of the *Client* any previously unrecognised significant situation or discovery that may have detrimental effect to the health and safety of persons.

1.2.6. Health and safety advice:

- (1) The Consultant retains, as part of the management structure, competent health and safety advisers.
- (2) The minimum requirements for the Consultant health and safety adviser(s) are:
  - (a) corporate membership of IOSH and qualified to NEBOSH Construction Certificate or higher,
  - (b) a minimum of two years' related experience as a health and safety adviser, and
  - (c) a good working knowledge of legislation, guidance and standards relevant to the proposed work.

1.2.7. Health & safety competence of Consultant's employees:

- (1) The Consultant ensures that its employees are competent to provide the *service*,
- (2) The Consultant provides to the *Client* upon request, information about the Consultant's arrangements for assuring competence of the Consultant's employees,

- (3) The Consultant provides to the *Client* upon request, records of training of the Consultant's employees,
  - (4) Unless specified otherwise herein, all training of Consultant's employees is at the Consultant's cost,
  - (5) Before commencement of the *service* the Consultant provides to the *Client* a signed summary statement that all the Consultant's employees are competent to undertake the roles for which they have been supplied. The Consultant provides further such summary statements to the *Client* as additional Consultant employees are appointed.
- 1.2.8. For those roles where no suitable recognised competence standards exist, the Consultant provides information on the selection criteria and/ or method used to provide assurance of the individual's competence. These may include reference to the selection process used prior to employment, any subsequent appraisals of performance, competence, and any relevant training and experience. Health and safety in design:
- (1) The Consultant ensures that assets including Materials and Equipment are designed in accordance with any legal requirements, and *Client* standards and specifications.
- 1.2.9. Health and safety in design:
- (1) The Consultant ensures that assets including Materials and Equipment are designed in accordance with any legal requirements, and *Client* standards and specifications.
- 1.2.10. Incident reporting, investigation, and follow-up:
- (1) The Consultant complies with *Client's* Interim Advice Note 128/15AR Highways England Supply Chain Health and Safety Incident Reporting ("IAN 128"), or its later update or replacement, including any time periods required by IAN 128. If no time period is specified in IAN 128 the *period of reply* applies unless agreed otherwise by the *Service Manager*,
  - (2) The Consultant complies with *Client's* CHE 415/18 Incident Reporting Standard, or its later update or replacement, including any time periods required by CHE 415/18. If no time period is specified in CHE 415/18 the *period of reply* applies unless agreed otherwise by the *Service Manager*,
  - (3) Following the notification of an incident, the Consultant, in line with the *Client's* standards, determines if a formal investigation is required, and if necessary follows the notification, investigation and reporting procedures as set out therein,