

TERM SERVICE DELIVERY AGREEMENT

(NEC PROFESSIONAL SERVICES CONTRACT)

This is a Service Delivery Agreement as defined in the Framework Agreement made between Scape Procure Limited (1) and Perfect Circle JV Ltd (2) dated 29th January 2021 (the 'Agreement'). Except where the context otherwise requires, all terms defined in the Framework Agreement shall have the same meaning in this Service Delivery Agreement.

THIS AGREEMENT is made on

BETWEEN

1. the *Client*

Department for Work and
Pensions

of

Address for
communications

1 Hartshead Square Sheffield
S1 2FP

2. the

Consultant

Perfect Circle JV
Ltd

whose registered office is

Address for
communications

Halford House
Charles Street
Leicester
LE1 1HA

Telephone **REDACTED**

Telephone **REDACTED**

Address for
electronic
communications

REDACTED

Address for
electronic
communications

REDACTED

FOR THE
SERVICES OF

Project Management Office, RPM's and support to DWP's Workplace
Transformation Programme (WTP)

Commission Name

Term Service Contract-Workplace Transformation Program

Commission No.

4707

Introduction

NEC3 Professional Services Contract – Option G

This Delivery Agreement incorporates the NEC 3rd edition Professional Services Contract April 2013 (the **NEC3 Professional Services Contract**).

Any subsequent amendments to the NEC3 Professional Services Contract shall apply to this Model Delivery Agreement, if agreed in writing by Scape and the Partner, but shall only be incorporated into Delivery Agreements executed after such amendments are published and their inclusion has been agreed accordingly with Scape.

The following rules apply to the incorporation of clauses into a Delivery Agreement:

- a) The contract clauses are varied by the incorporation of option clauses, or a Z clause.
- b) The Client has sole discretion to the choice of Contract Option and Secondary options as noted above
- c) The Client shall act as the *Employer* in this contract
- d) The 'Client Proposed Appointment Charge' from the Framework Commercial Model is shown as the 'Employer Proposed Appointment Charge' in this agreement
- e) The *task schedule* must include the appropriate components of the Framework Commercial Model uplifted in accordance with the Framework Agreement, e.g. using the Uplift Percentage appropriate to the forecast value of the Delivery Agreement
- f) *staff rates* must include the appropriate rates for the Service drawn from the Framework Commercial Model and uplifted in accordance with the Framework Agreement e.g. for regional adjustment factor appropriate to the location of services delivered under the Contract and the Uplift Percentage appropriate to the forecast value of the Delivery Agreement

Whereas:

This Delivery Agreement is made pursuant to the Framework Agreement dated 29th January 2021 made between Scape Procure Limited and the Perfect Circle JV Ltd (the 'Framework Agreement') and incorporates those provisions of the Model Delivery Agreement set out in the Framework Agreement.

When using this Delivery Agreement, the Partner and Client (as stated in the Framework Agreement) are the parties named as 'Consultant' and 'Employer' respectively.

IT IS AGREED as follows:

1. The *Consultant's* Obligations

The *Consultant* provides the services and complies with his obligations, acting as the *Consultant* in accordance with the *conditions of contract* set out in the Contract Data herein.

2. The *Employer's* Obligations

The *Employer* pays the amount of money and complies with its obligations in accordance with the conditions.

Contract Data and Service Information

Information provided by the Parties

The following details the Contract Data and associated Scope / Service information which is provided by the parties for this Delivery Agreement and Appended for execution.

The Main Contract Data must be completed in full and uploaded using ONLY the standard template provided by Scape'

Main Contract Data:

General Project Information,
Clauses Applicable to Main Options and Secondary options where applicable,
Data Pertaining to Optional (X) Clauses,
Y Clauses and Z Clauses where applicable.

Contract Data Provided by the Client:




Contract Data Provided by the Consultant:



Additional Contract Data provided by the parties.

One or more files may be attached in each section of the table below.

Please itemise and upload in the order you wish documents to be appended.

Ref	Item Description	Attach
001	Service Request Proposal	
Doc 1	Client Requirements and Scope	
Doc 2	New Z Clause	

Continues

REDACTED

Contract Data and Service Information

Additional Contract Data provided by the parties.

One or more files may be attached in each section of the table below.

Please itemise and upload in the order you wish documents to be appended.

Ref	Item Description	Attach
Doc 3	Email Confirming acceptance	<div>REDACTED</div>
Doc 4	REDACTED CV	<div>REDACTED</div>
Doc 5	REDACTED CV	<div>REDACTED</div>
Doc 6	REDACTED CV	<div>REDACTED</div>
Doc 7	REDACTED CV	<div>REDACTED</div>
Doc 8	REDACTED CV	<div>REDACTED</div>



[The execution details for the Client below are an example intended for use with DocuSign and may be amended by the Client to suit their normal practice, if required. If the Client chooses to sign the Agreement on paper, only this page should be returned by upload using the DocuSign Print and Sign function]

Executed as a deed for and on behalf of

Department for Work and PensionsLI

by

)

)

)

.....
Authorised Signatory

REDACTED

.....
Full name

.....
Position/title

.....
Witness/Authorised Signatory

REDACTED

.....
Full name

.....
Position/title

.....
Address

Executed as a deed for and on behalf of

Perfect Circle JV Ltd

by

)

)

)

OR

Executed as a deed by
attorney for

Perfect Circle JV Ltd

under a power of attorney
dated

.....
Authorised Signatory

REDACTED as

.....
Full name

.....
Position/title

In the presence of:

.....
Witness

REDACTED Full name

.....
Position/title

.....
Address

**Contract Data: Part One – Data provided by the *Employer***

1. General

The *conditions of contract* are (as each has been amended by Option Z) the core clauses and the clauses for main Option G, dispute resolution Option W2 and secondary Options **X1, X2, X8, X9, X11, X18, Y(UK)2, Y(UK)3** of the NEC3 Professional Services Contract April 2013.

• The *Employer* isName: **Department for Work and Pension**Address: **1 Hartshead Square Sheffield
S1 2FP**Telephone: **REDACTED**E-mail address: **REDACTED**• The *Adjudicator* isName: **Not named**Address: **N/A**Telephone: **N/A**E-mail address: **N/A**

- The *services* are **Option G - Term Service Contract - Workplace Transformation Programme**
- The Scope is in **the Service Request Form annexed to this contract**
- The *language* of this contract is **English**
- The *law* of the contract is the law of **England and Wales**
- The *period for reply* is **2** weeks
- The *period for retention* is **12** years following Completion or earlier termination
- The *Adjudicator nominating body* is **the Royal Institution of Chartered Surveyors**
- The *tribunal* is **the Courts**
- The following matters will be included in the Risk Register;
 - **To be agreed at Task Order level**

Optional clause 13.9 – electronic communication **does** apply¹.

¹ See additional conditions of contract below.



2. The Parties' main responsibilities

- The *Employer* provides access to the following persons, places and things

access to	access date
Site	Receipt of Task Order
Building	Receipt of Task Order
Site Manager	Receipt of Task Order
Reports/Records	Receipt of Task Order

3. Time

- The starting date is **01/07/2022**
- The *Consultant* submits revised programmes at intervals no longer *than* **monthly**, unless there are no changes to the latest submitted programme.

4. Quality

- The quality policy statement and quality plan are provided within **2** weeks of the Contract Date.
- The *defects date* is **52** weeks after Completion of the whole of the *services*.

5. Payment

- The *assessment interval* is **monthly**
- The *currency* of the contract is **the pound sterling**
- The *interest rate* is **3%** per annum above the base rate in force from time to time of the Bank of England.

6. Indemnity, insurance and liability

- The amounts of insurance and the periods for which the *Consultant* maintains insurance are

event	cover	period following Completion of the whole of the <i>services</i> or earlier termination
Liability of the <i>Consultant</i> for claims made against him arising out of his failure to use skill and care required by this contract.	REDACTED in respect of each and every claim or series of claims arising out of the same original cause or source (or equivalent), without limit to the number of claims, save that there may be lower and/or annual aggregate limits of cover in respect of pollution and contamination related claims and similar where such limited cover is the norm	12 years



death or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	REDACTED in respect of each claim, without limit to the number of claims	12 years
death or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	The greater of the amount required by law and REDACTED in respect of each claim, without limit to the number of claims	12 years

- The *Employer* provides the following insurances
- Insurance for all existing buildings and property existing within the Site or at the sole discretion of the *Employer* he may elect to 'self-insure' such existing buildings and property and in doing so accepts all of the *Employer's* associated risks arising out of or in relation to such 'self-insurance'. In accordance with an *Employer's* decision to 'self-insure' they do not accept any additional insurance premium/cost from the *Consultant*. The *Consultant* is to assume the *Employer* insures or "self-insures" as set out above and if this is not the case the *Consultant* will have the opportunity to price for providing these insurances.
- The *Consultant's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters is limited to **REDACTED in the aggregate.**

Within the total liability limit identified above, the *Consultant's* liability to the *Client* for the provision of the following low risk, low value Services arising under or in connection with this contract is limited to:

N/A at Service Request stage.	
and such other low risk, low value Services that are instructed by the Client as Compensation Events	The amount and basis of professional indemnity insurance provided by the Subconsultant(s).



Optional statements (The following optional clauses apply)

If the *Employer* has decided the **completion date** for the whole of the *services*

- The *completion date* for the whole of the *services* is **30/09/2024**

If no programme is identified in part two of the Contract Data

- The *Consultant* is to submit a first programme for acceptance within **4** weeks of the *Contract Date*.

If the *Employer* has identified work which is to meet a stated **condition** by a **key date**

- The *key dates* and *conditions* to be met are **None**

<i>condition</i> to be met	<i>key date</i>
1. None	
2.	
3.	

If Y(UK)2 is used and the final date for payment is not 14 days after the date when payment is due

The period for payment is **14** days *i.e.*

The total period for payment after receipt of invoice is 21 days²

If the *Employer* states any **expenses**

- The *expenses* stated by the *Employer* are

Item	amount
None unless stated in individual Task Orders	

If Option G is used

- The *Consultant* prepares forecasts of the total Time Charge and *expenses* at intervals no longer than **4** weeks.
- The *exchange rates* are those published in [to be agreed on a commission specific basis] -on (date) If

Option X1 is used

- The People's Rates will be adjusted in accordance with the indexation provisions of the Framework Agreement**

² Perfect Circle are commitment to pay its Supply Chain within 19 days. As a consequence, the *Employer* ought to pay Perfect Circle within the 21 days stated in the Delivery Agreement and not amend the payment terms

**If Option X2**

- ☐ The *law of the project* is the law of **England and Wales**

If Option X8 is used

- ☐ The *collateral warranty agreements* are

agreement reference	third party
Subcontracts	Employer

[The forms of the *collateral warranty agreements* are set out in the Framework Agreement]

If Option X10 is used

- ☐ The *Employer's Agent* is

Name:

Address:

Telephone:

E mail Address:

- ☐ The authority of the *Employer's Agent* is:

If Option X18 is used

- The *Consultant's* liability to the *Employer* for indirect or consequential loss for all matters other than Cladding Claims is limited to

REDACTED The *Consultant's* liability to the *Employer* for indirect or consequential loss or for any cost of decamping and rehousing in respect of Cladding Claim is excluded³.

- The *Consultant's* liability to the *Employer* for Defects that are not found until after the *defects date* is
- **REDACTED** The end of liability date is **12** years after Completion of the whole of the services.

* to be agreed with the *Employer* on a commission specific basis⁴

³ The *Consultant* is not liable to the *Employer* for indirect or consequential loss or for any cost of decamping and rehousing in respect of Cladding Claims.

⁴ It is essential to ensure that the caps under Option X18 match those provided by the Supply Chain, i.e. if necessary, reduced from **REDACTED** to lower levels offered by Supply Chain. This must be agreed in advance with the *Employer* at Service Request stage.



If Option Y(UK)1 is used The Consultant is / is not to pay any charges made and to be paid any interest paid by the
project bank (delete as applicable)

The account holder is the Consultant / the Parties (Delete as appropriate)

If Options Y(UK)3 is used

- Term

person or organisation
- None

None

If Options Y(UK)1 and Y(UK)3 are both used

- Term

person or organisation
- The provisions of Option Y(UK)1

~~named suppliers~~
- Named Suppliers

Optional clause Z4.0 – Information Modelling does / does not apply

If Option Z4.0 Information Modelling is used

If no Information Execution Plan is identified in part two of the Contract Data

The period after the Contract Date within which the Consultant is to submit a first Information Execution Plan for acceptance is one month.

**Option Z: ADDITIONAL CONDITIONS OF CONTRACT**

The additional *conditions of contract* are identified by the amendments, alterations, additions and deletions as contained herein apply and take priority over the standard form NEC Professional Services Contract Option G.

DWP Requested Z Clauses

Z28.8 The *Client* and the *Consultant* shall exchange all orders, invoices, claims and payments via electronic methods.

Z28.9 The following information may be required independently from the *Consultant* in order to verify invoices and shall be provided before or at the same time that an invoice or other claim for payment is submitted by the *Consultant* to the *Client*:

- a) records of any Time Charge or other charge determined by reference to *staff rates*, including in relation to any Task Order issued under time charges and/or where applicable in respect of compensation events. Such records shall be in the form of timesheets and/or such other evidence of time spent that the *Client* shall reasonably require and shall be broken down according to each Task to which they relate (including details of the specific Task to which each time entry relates);
- b) the *Client* reserves the right to request all records required under Clause 21 of the Agreement to evidence completion of relevant activities as detailed within The Client's Statement of Requirements and Scope as requested in the Task Order issued under fixed price,

and shall be sent to the person or such replacement person that the *Client* shall notify.

Z28.10 The *Consultant* permits the *Client* and any person authorised on the *Client's* behalf to examine documents held or controlled by the *Consultant* or any employee, Subcontractor or supplier of the *Consultant*.

Z29 Amendments to the Secondary Option Clauses – X11 (Termination by the Client)

Z29.1 Option X11.2: delete "and A3" and replace with "and any sums due pursuant to clause X11.3".

Z29.2 New Option X11.3: insert new option: The amount due on termination pursuant to X11.1 includes the *fee percentage* applied to any excess of the value of authorised and instructed Task Orders as at the date of termination over the Price for Service Provided to Date.

Z1.0 Core Clause amendments

- | | |
|----------|--|
| 11.2 (2) | Add further bullet point: <ul style="list-style-type: none"> • 'provided or procured all Collateral Warranties which the <i>Consultant</i> is then obliged under this contract to provide or procure.' |
| 11.2(13) | At the end of the sentence add: <p>'Appropriately spent excludes time;</p> <ul style="list-style-type: none"> • spent on activities included within the Commercial Inclusions Tables contained in the Pricing Procedures of the Framework Agreement, • not justified by the <i>Consultant's</i> accounts and records, • that should not have been paid to a Subconsultant or supplier in accordance with its contract, • was incurred only because the <i>Consultant</i> did not |



- follow an acceptance or procurement procedure stated in the Scope,
- give an early warning which the contract required it to give or
- give notification to the *Employer* of the preparation for and conduct of an adjudication or proceedings of a tribunal between the *Consultant* and a Subcontractor or supplier,

and the cost of

- activities included under the Employer Proposed Appointment Charge of the Framework Agreement,
- correcting Defects after Completion,
- correcting Defects caused by the *Consultant* not complying with a constraint on how it is to Provide the Service stated in the Scope,
- for staff not used to Provide the Service (after allowing for reasonable availability and utilisation), and
- preparation for and conduct of an adjudication or proceedings of the *tribunal* between the Parties.'

11.2(20) Delete the second bullet point and replace with:

'the lump sum price in the Task Schedule for each other item. Where marked accordingly, these lump sum prices may be calculated from applying a stated 'Charge' percentage from the Task Schedule to a forecast or estimated construction project value to establish a single or series of lump sum prices.'

11.2(26) Insert a new clause 11.2(6):

'Framework Agreement is the framework agreement between Scape Procure Limited and the *Consultant* dated 29th January 2021.'

11.2(27) Insert a new clause 11.2(27):

'Framework Commercial Model as included in the Framework Agreement between Scape Procure Limited and the Consultant dated 29th January 2021.'

11.2 (28) Insert a new clause 11.2(28): 'Data Protection Legislation means:

- i. the General Data Protection Regulation (Regulation (EU) 2016/679), the Law Enforcement Directive (Directive (EU) 2016/68) and any applicable national implementing laws as amended from time to time;
- ii. the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and
- iii. all applicable law about the processing of personal data and privacy.'

11.2 (29) Insert a new clause 11.2(29):

'Data Subject has the meaning given to it in the Data Protection Legislation.'

11.2 (30) Insert a new clause 11.2(30):

'Personal Data has the meaning given to it in the Data Protection Legislation.'

11.2 (31) Insert a new clause 11.2(31):

'Cladding Claim shall mean any claim in respect of:



The combustibility of any Aluminium Composite Panels (and associated core/filler and insulation) which failed the BRE testing programme on behalf of The Department for Communities and Local Government in July and August 2017 or fails BS8414 test set out in the current Building Regulations.'

12.4 Insert at the end:

'provided that Clauses 23 (Convictions), 29 (Statutory Requirements), 30 (Competition Law, Corrupt Gifts and Payments), 31 (Modern Slavery), 33 (Confidentiality and Freedom of Information), 35 (Intellectual Property) and 37.11 (Miscellaneous: Whistle Blowing) of the Framework Agreement shall be deemed incorporated into this contract, mutatis mutandis, as if references to 'Scape' were to 'the *Employer* and references to the 'Agreement' were to 'the *contract*.'

12.5 Insert a new clause 12.5:

'A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment of it.'

13.9 Insert a new clause 13.9:

'The following communications shall be deemed to have no effect if made by electronic mail transmission:

- any notification of a wish to terminate this contract or the employment of the Consultant under it;
- any notification by the Consultant of his intention to suspend performance of his obligations under this contract;
- any invoking by either party of the procedures applicable under this contract to the resolution of disputes or differences; and
- any agreement between the parties amending the provisions of this

contract.' (*Z clause 13.9 may be deleted at the Employers sole discretion*)

14.1 Add after the final sentence:

'Notwithstanding any other provision of this contract, the terms 'acceptance', 'approval' or similar when used in the context of any acceptance or approval to be given by or on behalf of the *Employer* has the meaning 'acceptance of general principles only' and no such acceptance or approval shall diminish or relieve the *Consultant* from any of the *Consultant's* obligations or liabilities under this contract.'

19. Insert a new Clause 19:

Data Protection

'Both Parties will comply with all applicable requirements of the Data Protection Legislation. These clauses are in addition to, and does not relieve, remove or replace, each Party's obligations under the Data Protection Legislation. It is agreed that:

19.1. Without prejudice to the generality of clause 19.1, both Parties will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of any Personal Data to each other for the duration and purposes of this agreement.

19.2. Without prejudice to the generality of clause 19.1, the *Consultant* shall, in relation to any Personal Data processed in connection with the performance by the *Consultant* of its obligations under this agreement:

19.2.1. Process that Personal Data only on the written instructions of the *Employer* and only as required for the purpose of the performance of this agreement;



- 19.2.2. Ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the *Employer*, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its 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 technical and organisational measures adopted by it);
- 19.2.3. Ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- 19.2.4. Not transfer any Personal Data outside of the European Economic Area;
- 19.2.5. Assist the *Employer*, at the *Consultant's* cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 19.2.6. Notify the *Employer* without undue delay on becoming aware of a Personal Data breach;
- 19.2.7. At the written direction of the *Employer*, delete or return Personal Data and copies thereof to the *Employer* on termination of the agreement; and
- 19.2.8. Maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the *Employer* or the *Employer's* designated auditor.
- 19.3. The *Employer* does not consent to the *Consultant* appointing any third-party processor of Personal Data under this agreement.'

2 The Parties' main responsibilities

21. Amend as follows:
- 21.2 Delete and replace with:
- 'The *Consultant's* obligation is to use (and warrant that it has used) all the reasonable skill, care and diligence normally used by competent and appropriately qualified professionals experienced in providing services similar to the *service*.'
- 21.5 Insert a new clause 21.5:
- 'The *Consultant* checks the Scope provided by the *Employer* and satisfies itself that its own provision of the *service*, including any proposals, designs and Scope or specification documents for a subsequent construction contract meet the *Employer's* Scope with no discrepancy. Where there is ambiguity, inconsistency or conflict between these documents the *Employer's* Scope will prevail.'
- 21.6 Insert a new clause 21.6:
- 'The *Consultant* performs the Service in accordance with relevant laws and regulations, statutory and other requirements ('Laws') and (to the extent that the *Consultant* can control the same) such that the product of the Service complies with all relevant Laws.'
- 24.5 Insert a new clause 24.5:
- 'The *Consultant*, in relation to any subcontracting of any portion of the *service*:



- Procures that the relevant subcontract contains such obligations as necessary to ensure that it is in all respects compatible with the terms of this contract and, without limitation, steps down the obligation to use the degree of skill, care and diligence specified in this contract and that requires collateral warranties in favour of the *Employer* to be provided in the forms specified in the Framework Agreement and with any amendments as permitted by the Framework Agreement;
- Procures that all relevant subcontracts shall be executed and delivered as a deed;
- Warrants each Subcontractor's compliance with this contract's Modern Slavery Act requirements;
- Warrants that all Subcontractors are fully aware of their obligations under the CDM Regulations and are fully competent and are adequately resourced to meet those obligations; and
- Provides to the *Employer* a certified copy of any subcontract (save for particulars of the cost of such subcontract service unless other provisions of this contract or the Framework Agreement oblige the *Consultant* to disclose them).

The *Consultant* does not appoint a subcontractor if there are compulsory grounds for excluding the subcontractor under regulation 57 of the Public Contracts Regulations 2015.'

24.6 Insert a new clause 24.6:

'The *Consultant* includes in any subcontract awarded by him provisions requiring that:

- payment due to the Subcontractor under the subcontract is made no later than 30 days after receipt of a valid and undisputed invoice unless the Framework Agreement required the *Consultant* to make earlier payment to the Subcontractor;
- Invoices for payment submitted by the Subcontractor are considered and verified by the *Consultant* in a timely fashion;
- Undue delay in considering and verifying invoices is not sufficient justification for falling to regard an invoice as valid and undisputed; and
- Any contract awarded by the Subcontractor for work included in this contract includes provisions to the same effect as these provisions.'

26 Insert a new clause 26:

'The *Consultant* shall enter a novation agreement in the form specified in the Framework Agreement with the *Employer's* contractor within 14 days of being asked to do so in writing and shall, within 14 days of being provided with an engrossment, execute and return to the *Employer* the *collateral warranty agreement* in favour of the *Employer*, but with such amendments as the *Consultant*, *Employer* and *Employer's* contractor may agree, such agreement not to be unreasonably withheld or delayed.'

5 Payment

50.3 Insert at the end of the second bullet point:

'less expenses included in the Commercial Inclusions Tables from the Framework Agreement's Pricing Procedures,'

51.6 Insert a new clause 51.6:

'In addition to any other legal rights and remedies of the *Employer*, with the exception of when the *Consultant* is novated to a contractor under the *conditions of contract*, whenever any sum of money is recoverable from or payable by the *Consultant* under this contract that sum may be deducted from any sum then due, or which at any time thereafter becomes due to the *Consultant* under this contract provided that



the *Employer* notifies the *Consultant* in writing not later than three days before the final date for payment of the amount to be paid and the basis on which it is calculated.'

6 Compensation events

63.10 At the end of the sentence add:

'Rates for subconsultant staff are calculated by applying the *Uplift Percentage* to the subconsultant's proposed rate. Unless the *Employer* otherwise agrees, proposed rates must not exceed the relevant regionally adjusted People Rates for the applicable role and seniority stated in the relevant table of the Framework Commercial Model. If the *Employer* and *Consultant* do not agree on the rate to be used, the *Employer* assesses the rate based on the *staff rates*. The agreed or assessed rate becomes the *staff rate* for that designation of person.'

63.19 Insert a new clause 63.19:

'The *Employer* and *Consultant* may agree rates or lump sums to assess the change to Prices or Prices for new items in the Task price list. If the *Employer* and *Consultant* do not agree on the rate or lump sum to be used, the *Employer* assesses the rate or lump sum based on the *staff rates*.'

8 Indemnity insurance and liability

81.1 Amend the insurance table:

delete the words 'and care normally used by professionals' in the first insurance of the Insurance Table and replace with:

' , care and diligence normally used by competent and appropriately qualified professionals experienced in'

83 Insert a new clause 83: **Insurance policies**

83.1 'Before the *starting date* and on each renewal of the insurance policy until the *defects date*, the *Consultant* submits to the *Employer* for acceptance certificates which state that the insurance required by the contract is in force. After the *defects date* and on each renewal of the insurance policy until the end of the periods stated in the Contract Data for which insurance is to be maintained, the *Consultant* submits to the *Employer* for acceptance certificates which state that insurance required by this contract is in force. The certificates are signed by the *Consultant's* insurer or insurance broker. The *Employer* accepts the policies and certificates if the insurance complies with the contract and if the insurer's commercial position is strong enough to carry the insured liabilities. The *Employer's* acceptance of an insurance certificate provided by the *Consultant* does not change the responsibility of *Consultant* to provide the insurances stated in the Contract Data.

83.2 The Parties comply with the terms and conditions of the insurance policies which they are a Party.'

84 Insert a new clause 84:

If the Consultant does not insure

84.1 'The *Employer* may insure an event or liability which the contract requires the *Consultant* to insure if the *Consultant* does not submit a required certificate. The cost of this insurance to the *Employer* is paid by the *Consultant*.'

85 Insert a new Clause 85:

Insurance by the Employer

85.1 'The *Employer* submits certificates for insurance provided by the *Employer* to the *Consultant* for acceptance before the *starting date* and afterwards as the *Consultant* instructs. The *Consultant* accepts the certificates



if the insurance complies with the contract and if the insurer's commercial position is strong enough to carry the insured liabilities.

85.2 The *Consultant's* acceptance of an insurance certificate provided by the *Employer* does not change the responsibility of *Employer* to provide the insurances stated in the Contract Data.

85.3 The *Consultant* may insure an event or liability which the contract requires the *Employer* to insure if the *Employer* does not submit a required certificate. The cost of this insurance to the *Consultant* is paid by the *Employer*.'

90.5 Insert a new clause 90.5:

The Public Contracts Regulations 2015

90.5 'The *Employer* may terminate the *Consultant's* obligation to Provide the Service if any of the provisions of regulation 73(1) of The Public Contracts Regulations 2015 apply.

If the *Employer* terminates under the provisions of regulation 73(1)(b) of the Public Contracts Regulations 2015 as a result of information not disclosed by the *Consultant* at the Contract Date, the procedures and amounts due on termination are the same as if the *Consultant* has substantially failed to comply with his obligations.

If the *Employer* otherwise terminates under the provisions of regulation 73(1) of the Public Contracts Regulations 2015, the procedures and amounts due on termination are the same as if the *Employer* no longer requires the services.

90.6 The *Consultant* does not appoint a Subconsultant or supplier if there are compulsory grounds for excluding the Subconsultant or supplier under regulation 57 of the Public Contracts Regulations 2015.

90.7 The *Consultant* includes in any subcontract awarded by him provisions requiring that:

- payment due to the Subconsultant or supplier under the subcontract is made no later than 30 days after receipt of a valid and undisputed invoice, unless this contract requires the *Consultant* to make earlier payment to the Subconsultant or supplier;
- invoices for payment submitted by the Subconsultant or supplier are considered and verified by the *Consultant* in a timely fashion, undue delay in considering and verifying invoices is not sufficient justification for failing to regard an invoice as valid and undisputed; and
- any contract awarded by the Subconsultant or supplier for work included in this contract includes provisions to the same effect as these provisions.'

Z2.0 Secondary Option Clause amendments

None

Z3.0 Statutory Clause amendments

OPTION Y(UK)2: Housing Grants, Construction and Regeneration Act, 1996

Y2.2 delete clause and replace with the following:

The date on which a payment becomes due is the later of;

- the date of receipt by the Party making payment of an invoice, issued in accordance with these conditions of contract, and
- fourteen days after the assessment date.



The date on which the final payment becomes due is the later of;

- ☐ the date of receipt by the Party making payment of an invoice, issued in accordance with these conditions of contract, and
 - if the *Employer* makes an assessment after the defects date or the date the last Defect is corrected, six weeks after the defects date or the date the last Defect is corrected, whichever is the later,
 - if the *Employer* does not make an assessment after the defects date or the date the last Defect is corrected, two weeks after the Consultant issues its assessment, or
 - if the *Employer* has issued a termination certificate, fifteen weeks after the issue of the certificate.

The final date for payment is seven days after the date on which payment becomes due, or a different period for payment if stated in the Contract Data.

The *Employer's* certificate is the notice of payment specifying the amount due at the payment due date (the notified sum, which may be zero) and stating the basis on which the amount was calculated. If the *Employer* does not make an assessment after the defects date or the date the last Defect is corrected, the *Consultant's* assessment is the notice of payment.

**Contract Data: Part Two – Data provided by the Consultant****Statements given in all contracts:**

- ☐ The *Consultant* is

Name: **Perfect Circle JV Ltd**

Address: **Halford House, Charles Street, Leicester, LE1 1HA**

Telephone: **0345 045 0050**

Mobile: **REDACTED**

E-mail address: **REDACTED**

- ☐ The *key people* are

Name

REDACTED

Job

Client Account Manager

Responsibilities

Client Care and overall responsibility for service delivery

Qualifications

Director

Experience

Name

Job

Responsibilities

Qualifications

Experience

The Lead Partner is

Gleeds Cost Management Ltd

- ☐ The *staff rates* are

category of person:

Project Management & Quantity Surveyin	Hourly Rate** (£)
Technical Director	REDACTED
Associates/Principal Consultant	REDACTED
Senior Consultant	REDACTED
Consultant	REDACTED
Senior Technician	REDACTED
Technician/Graduate	REDACTED

Commercial Surveyin	Hourly Rate** (£)
Technical Director	REDACTED
Associate/Principal Consultant	REDACTED
Senior Consultant	REDACTED
Consultant	REDACTED
Senior Technician	REDACTED



Technician/Graduate	REDA
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Architectural Design, Mechanical Engineer, Electrical Engineer, Structural Engineer & Building Surveying	Hourly Rate** (£)
Technical Director	REDACTED
Associate/Principal Consultant	REDACTED
Senior Consultant	REDACTED
Consultant	REDACTED
Senior Technician	REDACTED
Technician/Graduate	REDACTED

** Unless the Employer agrees otherwise, the staff hourly rates must not exceed the equivalent, annually adjusted 'People Rate with expenses' stated in the Framework Commercial Model. *The People Rates will be adjusted annually on the anniversary of the Framework Agreement i.e., 5th January.*

Optional Statements

If the *Consultant* states any expenses

The *expenses* stated by the *Consultant* are (Only include expenses and disbursements not listed in the Commercial Inclusions Table of the Framework Agreements Pricing Procedures)

Item***	amount
None	

*** No expenses are to be included for Prime Core or Core Services covered as defined in the Framework Agreement and included in the Charges and Uplift Percentages stated in the Framework Commercial Model.

If Option G is used

The *task schedule* is in the Service Request Form annexed to this contract

- The *Employer Proposed Appointment Charge*
to be used in the *task schedule* is £0.00
- The *Uplift Percentage* is as stated in Task Orders

**** Must not exceed the rates stated in the Framework Commercial Model.

If Option Y(UK)1 is used

- The *project bank* is _____
- named *suppliers* are _____

If Z4.0 Information Modelling is used

If an <u>Information Execution Plan</u> is identified in the <u>Contract Data</u>	The <u>Information Execution Plan</u> identified in the <u>Contract Data</u> is to be provided within one month of the <u>Contract Date</u>
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Annex 1 – Service Request Form

Service Request Proposal

Further to recent discussions, please find below a Service Request as defined in the Framework Agreement made between Scape Procure Limited and Perfect Circle JV Ltd dated 29th January 2021.

This Service Request Proposal is formed of 4 parts:

Part A: Outline Service Requirements, which captures your service needs and desired approach,

Part B: Pre-Engagement Activity Checklist, identifying any activities required to enable our proposal and price to be presented,

Part C: Detailed Service Requirements, identifying your key value drivers, inc. Social Value and measures of VfM captured within our comprehensive service delivery proposal,

Part D: Statement of Key Outputs, setting out the deliverables from the pre-engagement stage.

If you are satisfied that this Service Request represents an accurate record of our pre-engagement discussions, and you would like Perfect Circle to proceed with producing a Delivery Agreement based on this proposal, we should be grateful if you would provide your confirmation.

Perfect Circle is a company jointly owned by Pick Everard, Gleeds and AECOM. Our offer is unique in framework experience, with an unrivalled record of teams providing excellence through collaboration. We deliver with an extensive national supply chain formed of SMEs, micro businesses and larger consultancies, ensuring we provide performance managed services through local businesses. Forming an integrated team across Perfect Circle and our approved suppliers allows the broadest project scope to be offered with value for money through one simple and effective contract, providing maximum efficiencies and contributions to economic, environmental and social benefits to achieve the greatest levels of social value.

Part A - Outline Service Requirements

Client Name	Department for Work and Pensions		
Commission No.	4707	Commission Name (Title)	Term Service Contract - Workplace Transformation Programme
Commission Description	Project Management Office, RPM's and support to DWP's Workplace Transformation Programme (WTP)	Commission Postcode	LS2 7UA
Client Contact Name	REDACTED	Client Contact Email	REDACTED
Client Contact Position	Commercial Lead - Estates Category Management	Client Contact Telephone Number	REDACTED
Lead Partner - Company Name	Gleeds Cost Management	Commission	Lead Contact
		REDACTED	
Commission Lead Contact Email	REDACTED	Commission	Lead Contact
		REDACTED	
		ED Mobile	
Main Contract Type	Option G NEC3 Professional Service Contract (Term Service DA)	Commission Region	National
Client estimated budget for Commission £	4,855,000.00	Lead Partner's NEC3 Project Manager	REDACTED
Client anticipated start date	01 Jul 2022	Client anticipated end date	30 Sep 2024
Has a Client's draft/outline programme been appended?	No		
Other Document Upload 1	NEW Z Clauses .docx (27 KB)		
Other Document Upload 2			
Other Document Upload 3			
Has a Client's Project Brief been appended?	Yes	If yes, upload document	Client's Requirements and Scope for Perfect Circle v.7FINAL ISSUED 06.10.2022 - WTP.pdf (321 KB)
If yes, please provide commentary			
Has a Scheme Layout been appended?	No		
Are there Client Proposed Organisations?	Yes		
Document Upload 1	Email 14.09.2022 Confirming acceptance to schedule 6 clause 3.pdf (84 KB)	Document Upload 1	Comments
Document Upload 2		Document Upload 2	Comments
Document Upload 3		Document Upload 3	Comments

Part B - Pre-Engagement Activity Checklist

Are Pre-Engagement Matters required? No

Part C - Detailed Service Requirements

1.1 Project Overview/Background	Workplace Transformation Programme: The Client has secured funding through the Spending Review 2021 (SR21) to deliver the Workplace Transformation Programme (WTP), which involves a major programme of refurbishment/fit out across our front and back of house estate.
1.2 Objectives/Outcomes	Workplace Transformation Programme: Major programme of refurbishment/fit out across our front and back of house estate
2.0 Health, Welfare, Safety, Environment and Sustainability Considerations	No requirements for BREEAM or similar identified by the Client.
3.0 Value for Money Statement	<div>The client has selected the following Value Drivers that best match its organisation’s key objectives for the successful delivery of the commission. These should be referenced by the Client during any subsequent feedback to gauge whether Value for Money has been achieved.</div>
Value for Money Driver (1)	1) Speed of appointment and delivery
Value for Money Driver (2)	2) Access to specialist / local supply chains
Value for Money Driver (3)	8) Collaborative working
Client specific Value for Money Driver	None
4.0 Sub-consultant Selection and Competitive Tender Award Criteria	Del Bosque Limited are to be used as a Client Proposed Organisation.
5.0 Appointment of Principal Designer	Not applicable to this commission
6.0 Task Schedule	See Appendix C.
7.0 Delivery Team	Gleeds Cost Management Limited and Del Bosque Limited.
Delivery Team - document upload	

Delivery Agreement Professional Services Contract Model

8.0 Delivery Agreement Professional Service Contract Model. A description of the contracting options available to you can be found in Appendix B. We are proposing that this appointment is placed using the following:	Option G NEC3 Professional Service Contract (Term Service DA)
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Appendix A

Scope of Service: Not Used

Appendix B

NEC Professional Services Contract Options

Introduction

Services provided by Perfect Circle JV Limited (the Consultant) to Clients using the Consultancy Framework shall (unless otherwise directed by Scape) be based on the terms of one of four Model Delivery agreements. Perfect Circle JV Ltd will in turn enter into an agreement with each Supplier providing the services, under which the delivery Agreement obligations are “stepped down”.

The four Model Delivery Agreements available are:

- 1:NEC4 Professional Services Short Contract (PSSC)- Short Service Delivery Agreement
- 2:NEC4 Professional Services Contract (PSC) Option A - Priced Contract with Activity Schedule

3:NEC4 Professional Services Contract (PSC) Option C - Target Contract

4:NEC3 Professional Service Contract Option G -Term Service Delivery Agreement

A commission that does not have an engrossed Delivery Agreement between Perfect Circle JV Ltd and the Client is non-compliant.

1: NEC4 Professional Services Short Contract (PSSC)

The PSSC is simplified version of the Professional Services Contract which is suitable for less complex appointments.

The PSSC is for use on commissions that impose only low risks on both the client and the Consultant.

2: NEC4 Professional Services Contract (PSC) - Option A

Priced Contract with Activity Schedule

A lump sum priced contract, in which the risks of being able to provide the service at the agreed prices in the Activity Schedule are largely borne by the Consultant.

The Client carries some risk through the compensation event procedures.

This contract is only used when the scope of work at tender stage is fully known and capable of being priced and programmed.

This option should also be used where the prices are based on the cost of construction(percentage fee). Please note the consultant fees vary in accordance with the construction cost.

3: NEC4 Professional Services Contract(PSC) - Option C

Target Contract

A target fee contract in which the financial risks (savings or over-spend) are shared by the Client and the Consultant.

The Consultant's share percentages and the share ranges are:

Share range	Consultant's Share Percentage
Less than 95%	REDACTED
From 95% to 100%	REDACTED
From 100% to 102.5%	REDACTED
Greater than 102.5%	REDACTED

This contract can only be used when good estimates of scope and price can be made at tender stage or where the cost of construction (percentage fee) is used to set the target.

Also used when the scope of work is finalised after some initial work is undertaken under through a PSSC time charge arrangement, or similar. The target is adjusted for compensation events other than changes in Scope approved by the Client which are proposed by the Consultant which reduce the total Time Charge. This provides an incentive to Consultants to propose changes to reduce costs.

4: NEC3 Professional Service Contract Option G

Term Contract

Provides the ability to agree a long-term call-off arrangement using Task Orders.

Option G contains options for time charge and lump sum fee arrangements. The tasks must be defined in the Task Schedule and Delivery Agreement.

This type of contract lends itself to a programme of works where the same contract terms apply for all orders. The Task Schedule should define the projects, the anticipated services required and an outline budget and programme

Summary

For each of the above model contracts, Scape has prescribed through the Framework Agreement several Optional clauses, the inclusion or otherwise is at the discretion of Clients. Other than the above, no other variation to the terms of the Model Delivery Agreements shall be made without the agreement of Scape.

In accordance with the Access Agreement, Client's are entitled to obtain and review a copy of the Framework Agreement to assist them in understanding a Delivery Agreement. The Client should advise the Consultant of the Options that are at the Client's discretion prior to preparation of the Delivery Agreement.

Appendix C - Task Schedule

This Task Schedule provides the flexibility to call off professional services on a defined programme of works (as individual projects or activities) as well as calling off professional services on a defined projection a progressive phase-by-phase basis.

Background / Project Project Management Office, RPM's and support to DWP's Workplace Transformation
Programme (WTP) Information

This will include the Services described in Schedule 1 of the Framework Agreement. The Authority may instruct the Consultant, by way of a purchase order, to carry out the following Tasks:

The fees for the Task Schedule listed below are only indicative fee estimates. Unless agreed otherwise, indicative fee estimates shall not be regarded as fixed quotes for each task. There is no obligation for the Client to call off any or all of these tasks, and no obligation for the Consultant to provide the services until a Task Order is executed for each of the required task.

Task Schedule						
Task No	Task Description	Location	Services	Estimated Start Date	Estimated End Date	REDACTED
WTP - DB - FY2022/23	Programme Assurance - (excluding RPMs)	Midlands	Non-Core, Project Manager	01 Jul 2022	31 Mar 2023	
WTP - DB - FY2023/24	Programme Assurance - (excluding RPMs)	Midlands	Non-Core, Project Manager	03 Apr 2023	29 Mar 2024	
WTP - DB - FY2024/25	Programme Assurance - (excluding RPMs)	Midlands	Non-Core, Project Manager	01 Apr 2024	30 Sep 2024	
WTP - DB RPM - FY 2022/23	RPMs (3no.)	Midlands	Non-Core, Project Manager	01 Jul 2022	31 Mar 2023	
WTP - DB RPM - FY 2023/24	RPMs (3no.)	Midlands	Non-Core, Project Manager	03 Apr 2023	29 Mar 2024	
WTP - DB RPM - FY 2024/25	RPMs (3no.)	Midlands	Non-Core, Project Manager	01 Apr 2024	30 Sep 2024	
WTP - PMO - FY2022/23	Project Management Office	Nottingham	Project Manager	01 Jul 2022	31 Mar 2023	
WTP - PMO - FY2023/24	Project Management Office	Nottingham	Project Manager	03 Apr 2023	29 Mar 2024	
WTP - PMO - FY2024/25	Project Management Office	Nottingham	Project Manager	01 Apr 2024	30 Sep 2024	
WTP Contingency- FY2022/23	Contingency	National	Project Manager	01 Jul 2022	31 Mar 2023	
WTP Contingency- FY2023/24	Contingency	National	Project Manager	03 Apr 2023	29 Mar 2024	
WTP Contingency- FY2024/25	Contingency	National	Project Manager	01 Apr 2024	30 Sep 2024	

Appendix D - CVs for Key Staff

CV Document Upload (1)_____REDACTED

)

The Client and Perfect Circle have used all reasonable endeavours to capture the following requirements in Part C of the document:

A summary of the Commission including the extent of the Commission with, a statement of values, performance measures/targets and, as appropriate a sketch layout(s), outline budget(s) and programme for the Commission and any subsequent project(s) which includes estimate for the works or services etc.

Where the execution of an element of the Commission is not a settled matter, the strategy for taking the matter forward, including details of client approval processes.

The Partner's resourcing proposals and supply-chain Procurement Schedule for provision of most economically advantageous service.

On approval of this Service Request, Perfect Circle will draft a Delivery Agreement ready for execution which includes the following where appropriate to the commission:

- The agreed Scope which shall detail the requirements for the carrying out of the Service including agreed outcomes/deliverables, resources, Quality Policy Statement and Quality Plan requirements including roles and responsibilities for the whole team and covering the whole service.
- A programme for the Delivery Agreement.
- An activity schedule, Price List or task schedule, as appropriate to the proposed form of contract and the pricing processes of the Agreement.
- A fully completed Tendered Total Model as required by the Framework Agreement including justification and details of any derogations from the Framework Commercial Model.
- The initial NEC3 PSC Risk Register or NEC4 PSC Early Warning Register.
- Any other documents required by the Delivery Agreement, Collateral Warranties etc
- A completed and agreed Value for Money Statement (must be offered on projects > £20k, but mandatory over £500k)

Contract Schedule 1 - The Statement of Requirements and Scope

**Programme and Commercial Management Professional Services to support
DWP's Workplace Transformation Programme (WTP)**

1. Background to the Client

The Department for Work and Pensions (the **Client**) is responsible for welfare, pensions and child maintenance policy. As the UK's biggest public service department, it administers the State Pension and a range of working age, disability and ill health benefits to around 20 million claimants and customers.

The Client delivers these services across England, Wales and Scotland (including the Orkney and Shetland Islands), across a diverse estate of c.715 buildings. This number is made up primarily of Job Centre Plus offices, which the Client refers to as its 'front-of-house' estate, but also includes Health Assessment Centres and back offices. The back-office sites or 'back-of-house' estate consists of corporate centres, large processing centres and service centres very similar to call centre environments, which are not open to the public. The Client's estate is geographically dispersed due to the high street nature of the Job Centre Plus and Health Assessment Centre portfolio - requiring local presence to serve customers.

The Client operates an 'Estates Target Operating Model' (**ETOM**), which is described further in Annex 1.

2. Background to the Client's Requirements

a. Workplace Transformation Programme (WTP)

The Client has secured funding through the Spending Review 2021 (SR21) to deliver the Workplace Transformation Programme (WTP), which involves a major programme of refurbishment/fit out across our front and back of house estate. WTP is a 10 year programme, the first 3 years of which are included with the SR21 funding bid.

The working environment is one of the key elements to success by creating a great place to work; physical building environment influences the health and wellbeing of the workforce and can improve productivity as a result. Utilising Smarter Working principles in the workplace along with the concept of hybrid working allows flexible working environments. Smarter Working principles have driven the design work to achieve more modern, improved working environments.

Our spaces are being designed in conjunction with the Government Property Agency (GPA) Workplace Design Guide and around the needs of colleagues, evaluating the type of areas required to create the most appropriate environment to achieve and deliver the best outcomes, focusing on collaborative working, and more contemporary working practices.

The Department will use lease break opportunities in 2023 and 2028 to transform and right-size the estate, with targeted investment based on length of building tenure, making the overall estate smaller. Those sites we intend to exit in 2028, will be subject to an absolute minimum spend, driven by the results of individual Building Assessment Reports. Sites with a longer-term strategic future, retained beyond 2028 and capable of meeting greening government targets, will be upgraded to meet the standards of other modern DWP buildings.

The table below provides information regarding the nature of the Client's expected breakdown of sites across each financial year in the programme, please note that this is subject to change. The Consultant will have a key role in supporting the Client to ensure this breakdown is up-to-date and accurate over the life of the contract and align their resourcing accordingly.

Year	Number of Sites
FY22/23	45. Feasibility exercises currently underway, which may lead to some additional sites
FY23/24	Up to 100. The Client is currently aware of 51 sites that will span FY22/23 and FY23/24
FY24/25	
TOTAL	145

In order to ensure this programme of work is adequately resourced, managed, governed and delivered, it is necessary to engage dedicated programme delivery support to provide an independent oversight, management, control, reporting and troubleshooting service across the programme, provide a consistent and coherent governance model and ensure the respective delivery schedules are aligned.

The Client has appointed the following professional services consultants to support delivery of the WTP programme:

Supplier	Services	Geographic Area
Gleeds Advisory Ltd (Gleeds)	<ul style="list-style-type: none"> • Project Managers • Contract Administrators 	Nationally across England, Wales and Scotland
McBains Ltd (McBains)	<ul style="list-style-type: none"> • Architects • Building Services Engineer (Mechanical and Electrical Engineers) • Civil Engineer • Principal Designer 	Scotland, North-East England, North-West England, Yorkshire and the Humber and East Midlands
Ridge and Partners LLP (Ridge)	<ul style="list-style-type: none"> • Building Information Management (BIM) Information Manager • BIM Coordinator 	Wales, West Midlands, East of England, South East, South West and London

3. The Client's Requirements

This requirement is for the Consultant to operate at portfolio level supporting the Department in providing oversight of the UK-wide WTP delivery with the key objectives of providing certainty of cost, programme, design and quality requirements. Working with the Estates Programme Management Service (EPMS), this function will provide expertise to support the Department with the end to end programme delivery, commercial assurance, reporting, risk management and

financial controls. This ‘Programme Delivery Support Service’ is required from contract award until 30th September 2024.

Following expiry on 30th September 2024, the Client reserves the right to exercise two 6-month extension periods to the contract, from 30/09/2024 to 31/03/2025 and 01/04/2025 to 31/09/2025.

The Consultant will co-ordinate and report on activity, progress and risks associated with several areas of work being carried out by multiple suppliers.

a. Workplace Transformation Programme (WTP)

DWP requires the following roles to be undertaken on the WTP Programme;

- **Project Management Office (PMO)**
- **Core Team Delivery Lead**
- **Core Team Commercial and Procurement Lead**
- **Core Team Technical Lead**
- **Core Team Project Manager (1)**
- **Core Team Project Manager (2)**
- **Core Team Project Manager (3)**
- **Technical Support**

Project Management Office

The Consultant shall undertake the following services in Table 3 as part of providing Project Management Office Support (the “WTP Programme Management Services”) in connection with the Client’s WTP programme, as instructed and further specified pursuant to Task Orders to be issued by the Client:

Table 3:

The “WTP Project Management Office Services” are to:
<ul style="list-style-type: none">• provide input and advice, using industry expertise and experience reasonably expected from the Consultant as a leading supplier of programme management services, to support the development of Final Business Case (FBC) documentation for consideration by the Client’s Property Board;• provide assurance and advice, using industry expertise and experience reasonably expected from the Consultant as a leading supplier of programme management services, to support the development of Final Business Case (FBC) documentation for consideration by the Client’s Property Board;• support the Client in briefing and engaging the framework professional services consultants, including the Project Managers. This may also involve supporting the Project Manager in briefing Tower Suppliers and fit out Contractors.

- provide quantifiable information and guidance to the Client, challenge and offer professional and independent advice such that strategic decisions can be identified, considered, and implemented;
- check that the proposed delivery strategy and pipeline is appropriate and is conducive to achieving value for money and maximising opportunities where reasonably practicable, this to include being reactive where required to maintain programme momentum;
- establish a roles and responsibilities matrix and prepare and maintain a project directory;
- contribute to the communications strategy being developed by the Client's Communications Lead to enable accurate and appropriate information is shared with key stakeholders and building occupiers, user groups and other key stakeholders are fully informed of the timings, scope, delivery methodology and key contacts for every project;
- where agreed, share information with the Client's Communications Lead to enable wider cascade as part of communications strategy;
- work with the EPMS to design and implement a series of programme level 'board' type meetings/workshops with senior stakeholders, aimed to provide the Client Programme Leads with the appropriate tools, information, and points of contact/escalation to direct programme delivery effectively;
- implement a gateway review model that aligns with the EPMS Playbook v1 dated 18 March 2022 or any later version as made available from Turner and Townsend to support good governance, programme discipline and effective control of timescales, cost, change and risk, providing transparency to the Client.
- work with the EPMS and utilise Pace reporting to design and provide an accurate suite of financial reports to set milestones and track progress, mitigating risk to delay and proactively intervening early to instigate corrective action when timeline slippage occurs;
- implement a programme level cost report, eventually utilising Pace reporting, that tracks every line of project expenditure against approved Full Business Case project budgets, tracking the cost of implemented and potential change and providing forecast outturn cost estimates;
- provide a programme cost report, eventually utilising Pace reporting, to show the overall forecast spend against the approved budget or any subsequent revision;
- develop and maintain a programme Risk Register, initiating early escalation and requests for decisions when appropriate;
- undertake an audit to check projects are implemented correctly and in full adherence to the CDM Regulations and other industry legislation;
- intervene when appropriate and/or as directed by the Client to support professional services consultants by providing technical input and advice to support problem solving;
- implement a regime of sample Project Health-checks and report findings, capture examples of good practice, and identify areas for improvement;

- work in collaboration with supply chain partners, key stakeholders, and user groups to support co-ordination and alignment of key activities and workstreams required to successfully deliver projects and provide assurance around soft landings and handover into operation;
- provide assurance that all project handover documentation is compiled in accordance with the DWP Handover Strategy and handed to the Client in a timely manner;
- attend scheduled weekly update meetings (assumed to be virtual at present i.e. MS Teams);
- provide support and advice on capturing enabling works, defects and 'Day 2 works' requirements, setting milestones, forecasting cost and tracking progress in closing all issues out in a timely manner;
- provide a collaborative forum every 6 months to report on benefits realisation, lessons learned and added value opportunities and implemented from other completed WTP site projects, which are disseminated to the supply chain and key stakeholders;
- develop and promote actions and behaviours that align with industry best practice and lead, develop and champion a partnering and collaborative ethos across the entire supply chain, key stakeholders and user groups as far as reasonably practicable and may be expected of a professional supplier in this role. Working groups will be established with representatives from the supply chain, key stakeholders and user groups for feedback and sharing best practice;
- provide independent input and advice to the Client, if required, in terms of construction procurement route selection i.e. design and build, risk allocation and design responsibility and in conjunction with Commercial Directorate, provide independent input and advice to the Client in terms of overall procurement route selection i.e. Taxi Rank Rotational Procedure or other Framework.
- capture pricing levels and trends across the project supply chain using information readily available to the Consultant and provide an assessment highlighting areas of risk and proposing mitigations; and
- deliver a set of pricing and programme benchmarks using information available from the DWP 'Taxi Rank Rotational Procedure' to assist the Client with planning and to be used as a basis for future programmes of work.

The Consultant will use reasonable endeavours to align scheduling of works across the CSI and WTP programmes as much as possible, recommending efficiencies and advising of any risks to the Client.

A Roles and Responsibilities document should be prepared setting out stakeholder ownership for the aforementioned scope of service. Moreover, further detail has been provided below for the individual roles referred to above;

Item	Core Team Delivery Lead (National)	Core Team Project Manager (Regional)	Core Team Commercial Lead (National)	Core Team Technical Lead (National/ Regional)
1.1	The Core Team Delivery Lead will manage the national Assurance approach and provide oversight of the UK wide delivery programme.	The Core Team Project Manager is tasked with the regional assurance of regional projects. The Core Team Project Manager will assure the delivery of batches of projects in respect of time / programme, cost, and project performance metrics to be defined and agreed with the Client. Core Team Project Manager will assure that the programme strategy and proposed pipeline for projects is aligned with industry practice and is conducive to achieving best value and maximising opportunities.	The Core Team Commercial Lead is tasked with overseeing, validating, and reporting capital cost information at a national level and provide oversight of the UK wide commercial delivery programme.	The Core Team Technical Support Lead will provide technical support to underpin the national Assurance approach and provide oversight of the UK wide delivery programme.
1.2	The Core Team Delivery Lead will manage overview and manage key assurance objectives of providing DWP with certainty of cost, programme, and technical requirements of the UK wide delivery programme in so far as reasonably practicable and could be expected of a consultant performing this role.	The Core Team Project Manager will manage key assurance objectives of providing DWP with certainty of cost, programme, and technical requirements of regional projects.	The Core Team Commercial Lead will provide accurate cost information to the Core Team and Project Management Office to enable the programme strategy and forecasting for programme delivery which will endeavour to be conducive to achieving best value and maximising opportunities of the UK wide delivery programme.	The Core Team Technical Support Lead will work closely with the Core Team Delivery Lead to manage key assurance objectives of providing DWP with certainty of cost, programme, and technical requirements of the UK wide delivery programme.
1.3	The Core Team Delivery Lead will present key items and delivery issues that require discussion / resolving or elevating to the DWP Estates Service Leadership Team.	The Core Team Project Manager will identify key items and issues that require discussion / resolving or elevating to the WPT Core Team.	The Core Team Commercial Lead will identify key commercial items and finance issues that require discussion / resolving or elevating to the DWP Estates Service Leadership Team.	The Core Team Technical Support Lead will liaise with Core Team Project Managers to identify key items and delivery issues that require discussion/ resolving or elevating to the Core Team Delivery Lead.
1.4	The Core Team Delivery Lead will collect, review, and	The Core Team Project Manager will be the first point for escalation	The Core Team Commercial Lead will be the first point for	The Core Team Technical Support Lead will liaise with

Item	Core Team Delivery Lead (National)	Core Team Project Manager (Regional)	Core Team Commercial Lead (National)	Core Team Technical Lead (National/ Regional)
	interrogate both portfolio and national project information from both the delivery teams and the Project Management Office function to provide informed and robust information and guidance to the Client.	of issues that cannot be resolved at the Project Delivery or Supply Chain level.	escalation of cost and contractual issues that cannot be resolved at Project Delivery /Supply Chain level.	Core Team Project Managers to collect, review, and interrogate both portfolio and national project information the delivery teams to elevate to the Core Team Delivery Lead.
1.5	The Core Team Delivery Lead will challenge and offer professional and independent advice to the Client such that key strategic decisions can be identified, considered, and implemented.	The Core Team Project Manager will review, challenge, and coordinate a response to issues and challenges that will arise at regional level. They will collect relevant information and feedback to facilitate a proposed response, recommendations and/or mitigation and present this to the Core Team for consideration.	The Core Team Commercial Lead will review, challenge, and coordinate a response to national cost issues and challenges that will arise across the UK. They will collect relevant information and feedback to facilitate a proposed response, recommendations and/or mitigation and present this to the Core Team for consideration.	The Core Team Technical Support Lead will liaise with Core Team Project Managers to challenge and offer professional and independent advice such that key strategic decisions can be identified, considered, and implemented to elevate to the Core Team Delivery Lead.
1.6	The Core Team Delivery Lead will establish a key gateway governance process that will be utilised at project, regional and national level. The governance processes, the reporting and monitoring processes that will be implemented across the programme will assure governance, transparency for the Client with reducing risk and increased certainty as the projects and programme evolve.	The Core Team Project Manager will assure the gateway governance process is utilised at project and regional level. They will collect all relevant information and feedback to facilitate a proposed response, recommendations and/or mitigation and present this to the Core Team for consideration.	The Core Team Commercial Lead will establish key commercial governance process that will be utilised at project, regional and national level. The governance processes, the reporting and monitoring processes that will be implemented across the programme will assure commercial governance, transparency for the Client with reducing risk and increased certainty as the projects and programme evolve.	The Core Team Technical Support Lead will liaise with Core Team Project Managers to assure the gateway governance process is utilised at regional and national level. The governance processes, the reporting and monitoring processes that will be with Core Team Project Managers will assure governance, transparency for the Client with reducing risk and increased certainty as the projects and programme evolve.
1.7	The Core Team Delivery Lead will instigate regular and	The Core Team Project Manager will instigate regular regional	The Core Team Commercial Lead will instigate regular	The Core Team Technical Support Lead will instigate

Item	Core Team Delivery Lead (National)	Core Team Project Manager (Regional)	Core Team Commercial Lead (National)	Core Team Technical Lead (National/ Regional)
	structured meetings. In collaboration with the Client, delivery teams, stakeholders and supply chain members, formal agendas and required outcomes will be agreed for each meeting. The meetings will be coordinated, chaired and minuted by the responsible lead. Actions and ownership will be assigned, and execution of these actions will be monitored and expected.	review meetings to facilitate upward reporting. This will include regular project 'health checks' such that and 'early warnings' that should result in delay and cost escalations to the Core Team for consideration.	national commercial review meetings to facilitate upward reporting. Actions and ownership will be assigned, and execution of these actions will be monitored and expected.	regular and structured meetings with the Core Team Project Managers. Formal agendas and required outcomes will be agreed for each meeting. The meetings will be coordinated, chaired and minuted by the responsible lead. Actions and ownership will be assigned, and execution of these actions will be monitored and expected.
1.8	The Core Team Delivery Lead will (where applicable) review the national procurement strategy for projects to assure it is aligned with industry recognised practice and is conducive to achieving best value and maximising opportunities.	The Core Team Project Manager will (where applicable) review the regional procurement strategy (ITT Level) for projects to assure it is aligned with industry recognised practice and is conducive to achieving best delivery value and maximising opportunities.	The Core Team Commercial Lead will (where applicable) review the national commercial strategy for projects to assure it is aligned with industry recognised practice and is conducive to achieving best commercial value and maximising opportunities.	The Core Team Technical Support Lead will (where applicable) will work with the Core Team Project Managers to review the regional procurement strategy for projects to assure it is aligned with industry recognised practice and is conducive to achieving best value and maximising opportunities.
1.9	The Core Team Delivery Lead will establish and maintain a national assurance Risk Register.	The Core Team Project Manager will establish and maintain a summary regional assurance Risk Register for their region.	The Core Team Commercial Lead will establish and maintain a national commercial Risk Register.	
1.10	The Core Team Delivery Lead will lead, develop, and champion a partnering and collaborating ethos across all aspects of the national programme.	The Core Team Project Manager will be proactive in facilitating and fostering the partnering and collaborative ethos championed by the Core Team and across the entire regional programme.	The Core Team Commercial Lead will lead, develop, and champion a partnering and collaborating ethos across all aspects of the national programme.	The Core Team Technical Support Lead will develop, and champion a partnering and collaborating ethos across all aspects of the national programme.
1.11	The Core Team Delivery Lead will engage with the client		The Core Team Commercial Lead will engage with the client	

Item	Core Team Delivery Lead (National)	Core Team Project Manager (Regional)	Core Team Commercial Lead (National)	Core Team Technical Lead (National/ Regional)
	financial team and Project Management Office where specific advice, or guidance is required in order to assure that the necessary financial governance is being applied across all aspects of the national programme.		financial team and Project Management Office where specific advice, or guidance is required to assure that the necessary financial governance is being applied across all aspects of the national programme.	
1.12	The Core Team Delivery Lead will prepare and deliver an approved assurance Programme Execution Plan to the national delivery team including DWP and service providers and chair and deliver support workshops across the UK as considered necessary to assure the successful delivery of the programme.		The Core Team Commercial Lead will prepare and deliver support workshops across the UK as considered necessary to assure the successful delivery of the programme.	
1.13	The Core Team Delivery Lead will prepare and deliver periodical national delivery updates to the Programme Director as considered necessary to assure the successful delivery of the programme.		The Core Team Commercial Lead will prepare and deliver periodical national commercial updates to the Programme Director as considered necessary to assure the successful delivery of the programme.	The Core Team Technical Support Lead will assist in the preparation and delivery of periodical national delivery updates to the Programme Director as considered necessary to assure the successful delivery of the programme.
1.14	The Core Team Delivery Lead will establish and maintain a national assurance milestone tracker to enable regular and detailed reporting the Client such that key strategic decisions can be identified, considered, and implemented.	The Core Team Project Manager will establish and maintain a regional assurance milestone tracker to enable regular and detailed reporting or escalations to the Core Team for consideration.		The Core Team Technical Lead will assist with the maintenance of the national assurance milestone tracker to enable regular and detailed reporting the Client such that key strategic decisions can be identified, considered, and implemented.

Item	Core Team Delivery Lead (National)	Core Team Project Manager (Regional)	Core Team Commercial Lead (National)	Core Team Technical Lead (National/ Regional)
2.1	The Core Team Delivery Lead primary interfaces inside the programme will be the programme client team, other Core Team members, Project Management Office and Client stakeholders.	The Core Team Project Manager primary interfaces inside the programme will be the Project Management Office, the professional services team, principal contractors, the nominated supply chain, and Client stakeholders.	The Core Team Commercial Lead primary interfaces inside the programme will be the Project Management Office, the professional services team, principal contractors, the nominated supply chain, and Client stakeholders.	The Core Team Technical Lead primary interfaces inside the programme will be the programme client team, other Core Team members, Project Management Office, Client stakeholders, service providers and principal Contractors.
2.2	The Core Team Delivery Lead primary interfaces outside the programme will be the client senior leadership team, the professional services team, principal contractors, and the nominated supply chain.	The Core Team Project Manager primary interfaces outside the programme will be the professional services team, principal contractors, and the nominated supply chain.	The Core Team Commercial Lead primary interfaces outside the programme will be the client senior leadership team, the professional services team, principal contractors, and the nominated supply chain.	The Core Team Technical Lead primary interfaces outside the programme will be the client senior leadership team, the professional services team, principal contractors, and the nominated supply chain.
3.1	The Core Team Delivery Lead Primary Manager will review and report Health and Safety information to Project Management Office and client stakeholders (when applicable).	The Core Team Project Manager may be required to conduct Health and Safety audits of projects within their region (when applicable).		The Core Team Technical Lead will review, and report Health and Safety information from the Core Team Project Managers to Project Management Office and client stakeholders (when applicable).
3.3	The Core Team Delivery Lead shall maintain a valid CSCS card for the duration of the programme roll-out.	The Core Team Project Manager shall maintain a valid CSCS card for the duration of the programme roll-out.	The Core Team Commercial Lead shall maintain a valid CSCS card for the duration of the programme roll-out.	The Core Team Technical Lead shall maintain a valid CSCS card for the duration of the programme roll-out.
3.4	The Core Team Delivery Lead will have the authority to stop any work on site if in their opinion the Health and Safety of the site, or workers, could be compromised.	The Portfolio Programme Manager will have the authority to stop any work on site if in their opinion the Health and Safety of the site, or workers, could be compromised.	The Core Team Commercial Lead will have the authority to stop any work on site if in their opinion the Health and Safety of the site, or workers, could be compromised.	The Core Team Technical Lead will have the authority to stop any work on site if in their opinion the Health and Safety of the site, or workers, could be compromised.
4.1	The Core Team Delivery Lead will in conjunction with the Core Team Technical Lead assure that consistent standards as defined by the DWP Design	The Core Team Project Manager in conjunction with the professional services team, will assure that national and departmental design standards as	The Core Team Commercial Lead will assure that national and departmental commercial and governance standards are	The Core Team Technical Lead will in conjunction with the Core Team Project Managers assure that consistent standards as defined by the DWP Design

Item	Core Team Delivery Lead (National)	Core Team Project Manager (Regional)	Core Team Commercial Lead (National)	Core Team Technical Lead (National/ Regional)
	Compliance Team are applied across the national programme through the Contractor Proposal Assurance process.	defined by the DWP Design Compliance Team are consistently applied across the national programme.	consistently applied across the national programme.	Compliance Team are applied across the national programme.
5.1	The Core Team Delivery Lead will chair senior programme team meetings across the national programme and provide regular and detailed reporting the Client such that key strategic decisions can be identified, considered, and implemented.	The Core Team Project Manager will chair and manage regional programme team meetings. They will assure that, where relevant, issues are debated at regional level meetings before being escalated to Core Team level.	The Core Team Commercial Lead will chair and manage regional cost review team meetings. The Commercial Lead will assure that, where relevant, issues are debated at regional level meetings before being escalated to Core Team level.	The Core Team Technical Lead will chair senior team meetings across the national/ regional programme (if required) and provide regular and detailed reporting the Client such that key strategic decisions can be identified, considered, and implemented.
5.2	The Core Team Delivery Lead will chair and manage regional stakeholder review meetings and provide regular and detailed reporting.	The Core Team Project Manager will chair and manage regional stakeholder review meetings and provide regular and detailed reporting.		The Core Team Technical Lead will chair and manage regional stakeholder review meetings and provide regular and detailed reporting (if required).
5.3	The Core Team Delivery Lead will provide progress and status updates to the Senior Leadership team.	The Core Team Project Manager will chair and manage regional stakeholder review meetings with Project Management Office and other DWP service partners and professional services providers.		The Core Team Technical Lead will provide progress and status updates to the Core Team Delivery Lead.
6.1	The Core Team Delivery Lead will monitor progress against the national assurance milestone programme.	The Core Team Project Manager will assure that the regional estates delivery programme, and individual milestone programmes are in alignment.		The Core Team Technical Lead will monitor progress against the national assurance milestone programme.
6.2	The Core Team Delivery Lead will regularly liaise with Project Management Office to assure robust programme information is communicated to the client senior leadership team estates milestone programme.	The Core Team Project Manager monitors progress against the regional estate's milestone programme.	The Core Team Commercial Lead monitors costs against the regional estates cost milestone programme.	The Core Team Technical Lead will liaise with the Core Team Delivery Lead to assure robust programme information is communicated to the client senior leadership team estates milestone programme.

Item	Core Team Delivery Lead (National)	Core Team Project Manager (Regional)	Core Team Commercial Lead (National)	Core Team Technical Lead (National/ Regional)
6.3	The Core Team Delivery Lead in conjunction with the Core Team Project Manager will assure that key dates are achieved for individual projects in so far as reasonably practicable and could be expected of a consultant performing this role.	The Core Team Project Manager in conjunction with the Project Managers, assures that key dates are achieved for individual projects in so far as reasonably practicable and could be expected of a consultant performing this role.	The Core Team Commercial Lead in conjunction with the Project Managers, assures that key cost submission and reporting dates are achieved for individual projects in so far as reasonably practicable and could be expected of a consultant performing this role.	The Core Team Technical Lead in conjunction with the Core Team Delivery Lead will assure that key dates are achieved for individual projects in so far as reasonably practicable and could be expected of a consultant performing this role.
6.4	The Core Team Delivery Lead in conjunction with the Core Team Project Manager will review and impact proposed changes in programme. Changes in programme shall be reported to the Core Team and Project Management Office after agreement.	The Core Team Project Manager in conjunction with the Project Managers will review and impact proposed changes in programme. Changes in programme shall be reported to the Core Team and Project Management Office after agreement.		The Core Team Technical Lead in conjunction with The Core Team Delivery Lead will review and impact proposed changes in programme. Changes in programme shall be reported to the Core Team and Project Management Office after agreement.
7.1	The Core Team Delivery Lead will liaise with the DWP Transaction Management Team to review and maintain an overview in respect of obtaining Landlord's approval.	The Core Team Project Manager in conjunction with the Project Managers will regularly review Landlord approval status and highlight any concerns to the Core Team at the earliest opportunity.		The Core Team Technical Lead will liaise with the DWP Transaction Management Team to review and maintain an overview in respect of obtaining Landlord's approval.
7.2	The Core Team Delivery Lead will assess and report Landlord issues to the client senior leadership team where impact on programme is reported.			The Core Team Technical Lead will assess and report Landlord issues to the client senior leadership team where impact on programme is reported.
8.1	The Core Team Delivery Lead in liaison with Project Management Office will report progress in respect of completed handovers to the client senior management team.	The Core Team Project Manager will assist the Professional Service providers with the handover process and highlight concerns to the Core Team at the earliest opportunity.		The Core Team Technical Lead in liaison with the Core Team Delivery Lead will report progress in respect of completed handovers to the client senior management team.

Item	Core Team Delivery Lead (National)	Core Team Project Manager (Regional)	Core Team Commercial Lead (National)	Core Team Technical Lead (National/ Regional)
8.2		The Core Team Project Manager will, in liaison with Project Management Office maintain a handover tracker identifying key dates and measure achievement performance against these dates. This information will be issued to the core team at agreed intervals.		The Core Team Technical Lead will, in liaison with the Core Team Project Manager maintain a handover tracker identifying key dates and measure achievement performance against these dates. This information will be issued to the core team at agreed intervals.
8.3		The Core Team Project Manager acts as an escalation and intervention route to Core Team for estates issues at the handover meeting, which cannot be agreed at project level.		
9.1	The Core Team Delivery Lead will provide contractual oversight for national assurance and support to the regional and national teams.	The Core Team Project Manager will provide contractual oversight for regional assurance and support to the regional teams.	The Core Team Commercial Lead will provide commercial contractual oversight and support to the regional and national teams.	The Core Team Technical Lead will provide contractual oversight for national assurance and support to the regional and national teams.
9.2			The Core Team Commercial Lead will review and validate instructions from a cost perspective in support of the regional and national teams.	
10.1	The Core Team Delivery Lead will provide strategic review and oversight in respect of statutory approvals and consents.	The Core Team Project Manager is the point of escalation for issues pertaining to statutory approval and consents. Issues will be reviewed and presented to the core team with an action plan and proposed mitigations.		The Core Team Technical Lead will provide strategic review and oversight in respect of statutory approvals and consents.
11.1	The Core Team Delivery Lead will maintain a national risk register and implement a process of reviewing and recording that assures project risks are	The Core Team Project Manager assures that project risks are collated and fed into the regional risk register, and the business risk and assumption log.	The Core Team Commercial Lead will support and provide commercial advice and input into the regional risk register.	The Core Team Technical Lead will assist the Core Team Delivery Lead to maintain a national risk register and implement a process of

Item	Core Team Delivery Lead (National)	Core Team Project Manager (Regional)	Core Team Commercial Lead (National)	Core Team Technical Lead (National/ Regional)
	captured and managed proactively throughout the life of the programme.			reviewing and recording that assures project risks are captured and managed proactively throughout the life of the programme.
11.2	The Core Team Delivery Lead will assure that team members are actively managing risk control measures at national level.	The Core Team Project Manager will assure that team members are actively managing risk control measures at regional level.		
12.1	The Core Team Delivery Lead will establish and implement a change control process to be applied across the national programme (if not already in place).	The Core Team Project Manager in liaison with the Core Team Commercial Lead manages the regional change control system.	The Core Team Commercial Lead maintains the regional change control log from commencement of the programme.	The Core Team Technical Lead will assist the Core Team Delivery Lead in managing a change control process to be applied across the national programme.
13.1	The Core Team Delivery Lead manages the regional team performance review process at national level (if required).		The Core Team Commercial Lead provides an assurance overview in connection with the principal contractor commercial performance in respect of cost control at national and regional level.	
13.2	The Core Team Delivery Lead is responsible for regular review and assessment of 'benefits realisation' as set out in the Full Business Case (if applicable and to be provided by the Client).			
14.1	The Core Team Delivery Lead will maintain financial management information for the programme at national level and report to the Client senior management team.		The Core Team Commercial Lead will validate capital costs / Applications for Payment and provide commentary as appropriate and pass to the Client for approval and payment.	

Item	Core Team Delivery Lead (National)	Core Team Project Manager (Regional)	Core Team Commercial Lead (National)	Core Team Technical Lead (National/ Regional)
14.2			The Core Team Commercial Lead will maintain actual and forecast cash flow information at a national level.	

Technical Support

An allowance for Technical Support should be included for the provision of resource(s) to support the Core Delivery Team. The purpose is

as follows:

- Cover off the ancillary services that wrap around the Del Bosque Limited professionals working on each programme.
- The fee allowance should also act as a pseudo contingency if required, should the Client require to expend small amounts on any resource on an ad hoc basis
- Going forward, the Client Proposed Organisation (Del Bosque Limited) will notify Perfect Circle regarding how it has been used during each month.

The Client has identified a potential conflict of interest arising between the Consultant and Gleeds in terms of the project management office requirement of the WTP. In order to reduce or eliminate any potential or actual conflict of interest arising, the Client intends for this component of the requirement to be delivered by a Client Proposed Organisation.

The Consultant shall cooperate and liaise with the Client, Mitie, G4S, LMS, Gleeds, McBains and Ridge, as well as other parties in the ETOM as necessary to provide the requirements under this Statement of Requirements and Scope. The Consultant will be expected to work collaboratively with the Client in transitioning to a new ETOM (as detailed in Annex 1) and provide assistance required by the Client to maintain continuous service delivery.

All *key persons* must be professionally qualified and competent in this sector - having relevant technical expertise, qualifications and previous experience in programme and commercial management of the Client's works programme.

Individual Task Orders and the associated activity will be agreed and issued for each tranche of work required. The Consultant and Client will cooperate and agree the scope of each Task Order as the programme progresses. The Consultant will issue a revised Task Schedule to track the works authorised under issued Task Orders.

The Consultant shall cooperate and liaise with the Client and other parties as necessary to provide the requirements under this Statement of Requirements and Scope and Consultant Proposal.

The Consultant acknowledges and agrees that no guarantee is given by the Client in respect of the volume of work under this contract, which is non-exclusive.

a) Reporting

The Consultant shall provide regular reports and information relating to these services as detailed in this Statement of Requirements and Scope or otherwise required by the Client the Supply Chain Integrator and the Estates Programme Management Service (EPMS) detailed in Annex 1.

At a minimum, reporting is required to:

- demonstrate whether the approved budget and cash-flow is being maintained; and
- identify those matters which require a decision from the Client and where necessary, provide assistance for the Client to make an informed decision on all such matters.

The Consultant is required to align all reporting with the EPMS Playbook v1 dated 18 March 2022 or any later version as made available from Turner and Townsend. The requirement for reporting is expected to reduce following go-live of the EPMS Pace reporting system, which the Consultant will be required to input into and draw dashboards from in order to provide appropriate narrative on programme delivery.

b) Client Data

Data may be shared with and accessed by the Consultant as part of this contract.

All data will have Government Security Classification of OFFICIAL and may also be marked as OFFICIAL-SENSITIVE. The Consultant shall advise the Client regarding whether particular data would be needed.

c) Consultant Personnel Requirements

The Client requires that all Consultant staff employed, whether permanent or temporary, on the provision of the *services* are subject to the requirements of the HM Government Baseline Personnel Security Standard (BPSS).

There is no requirement to apply to the Client or any other third party for BPSS clearance. BPSS clearance is obtained if the following steps have been completed as part of your organisation's pre-employment checks:

- Verification of identity
- Verification of Nationality and Immigration Status (including an entitlement to undertake the work in question)
- Verification of Employment history (past 3 years)
- Verification of Criminal record (unspent convictions only). This will require a basic disclosure certificate (at cost via Disclosure and Barring Service, Disclosure Scotland and Access Northern Ireland).

Copies of the current HM Government Baseline Personnel Security Standard, providing further information regarding how each of these steps should be verified, can be found via the following link [Government Baseline Personnel Security Standard](#). The Consultant is expected to arrange the BPSS checks at no additional charge.

All personnel must comply with the Client's Security Policy (Annex 2). The Consultant will only be expected to comply with those Security Policies and Standards that are applicable to their delivery model and technologies used.

The Consultant must be able to immediately (on contract award) resource this requirement with Consultant personnel meeting the requirements of this section c).

d) Cooperation, Mobilisation and Handover

The Consultant will be required to work collaboratively with the Client and all members of the Client's supply chain as necessary to support effective delivery of the WTP programme.

Where there is duplication between the Services provided by the Consultant and the services of another supplier(s), the Consultant shall bring the matter to the attention of the Client as soon as is reasonably practicable, and work in line with the Client's instructions to resolve the service duplication by agreement with the Consultant and the supplier(s) concerned.

To assist this, mobilisation may require several meetings and/or workshops which include (but may not be limited to) introductions with other members of the Client's supply chain involved in the WTP programme delivery, as well as members of the Client's supply chain involved in management of the Client's ETOM (Please see Annex 1). The Consultant will attend meetings and/or workshops required for mobilisation (including any meeting and/or workshop held on site) on an inclusive basis, free of charge, as this will define standard ways of working across both programmes and all sites over the duration of the contract.

The Consultant will provide an effective handover to colleagues in the Client's operations and any other persons identified by the Client. If required, the Consultant will also provide any assistance required by the Client to exit the contract and tender for any ongoing or future support or services free of charge.

Annex 1 - The Client's 'Estates Target Operating Model' (ETOM)

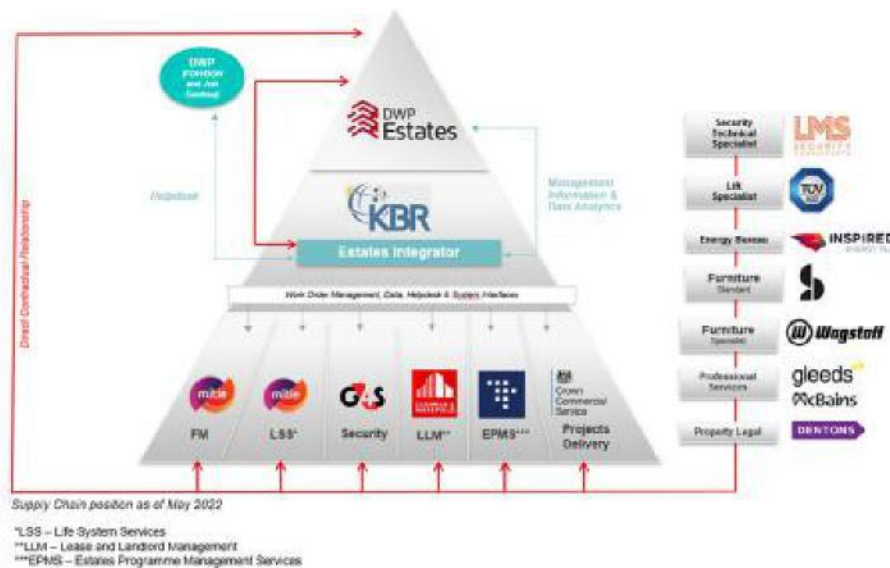
Within the Department, the Client's People, Capability and Place Directorate are accountable for the delivery of all aspects of real estate services, supported by the Estates Category Management Team within Commercial Directorate to undertake all commercial activity required within the complex estates portfolio.

The Client operates an 'Estates Target Operating Model' (ETOM), shown in Figure 1, whereby a large proportion of the estates management is out-sourced to an independent third party organisation ('the Supply Chain Integrator'). The Supply Chain Integrator is independent from the Client's Supply Chain and provides an aggregated data, reporting and systems service. As of 1st May 2022, the Client's Supply Chain Integrator KBR is responsible for:

- a) providing a single up-to-date and accurate version of all Client data and information, including a master asset register;
- b) reporting holistically across the Client's estate and estate services;
- c) processing all supply chain invoices for payment;
- d) providing a help desk to the Client's workforce for all estates related problems, incidents or maintenance; and
- e) providing a CAFM system and process for the creation, dissemination, management and closure of work orders between the Client and members of the Client's supply chain.

The Client is also supported by a new Estates Programme Management Service (EPMS) delivered by Turner & Townsend Project Management Limited (Turner & Townsend), which went live on 1st February 2022. Turner & Townsend will provide robust management and oversight across all types of projects for the Client's estate. They will be responsible for setting governance, providing robust Management Information, and oversee cost and risk management for the Client's project pipeline, including major and minor Capex projects, lifecycle works (LCW) and other strategic change programmes.

Turner & Townsend will work closely with the Client's construction professional services suppliers, listed in Table 3, project delivery suppliers and other supply chain members to ensure all project works are initiated, managed and delivered to high standards providing overall value for money, and in line with the Client's strategy and vision.

Figure 1: The Client's Estates Target Operating Model (ETOM)

ETOM Suppliers

Suppliers listed within Figure 1 are referred to by the Client as 'towers:'

- FM (Facilities Management):** This tower includes the FM and LSS contracts, supplied by Mitie FM Ltd, the Client's Energy Bureau provided by Inspired Energy Plc and furniture, fittings and equipment (FFE) contracts, supplied by Southern's Broadstock Ltd and Wagstaff Interiors Group;
- Security:** The security tower consists of several contracts for physical security guards and systems, supplied by G4S (SS) UK (G4S);
- Projects Delivery:** This includes the currently appointed providers of construction professional services listed in Table 4, as well as all providers of construction, fit-out and LCW currently appointed to contracts from the Client's now-expired 'Estate Jobcentre & Office Fit Out Contractor Framework,' as well as 21 providers of construction, fit-out and LCW from the Client's 'Taxi Rank Rotational Procedure' shown in Table 5 and Figure 2 respectively. There is a possibility of future awards to further providers of construction from other public sector Frameworks, including those available from Scape and Pagabo, where the Client deems that the 'Taxi Rank Rotational Procedure' is not appropriate. The Projects Delivery Supply Chain is therefore subject to change.
- Integrator, EPMS and LLM (Landlord and Lease Management):** This tower includes the Integrator contract with KBR, the EPMS contract with Turner & Townsend and LLM supplied by Cushman and Wakefield Plc.

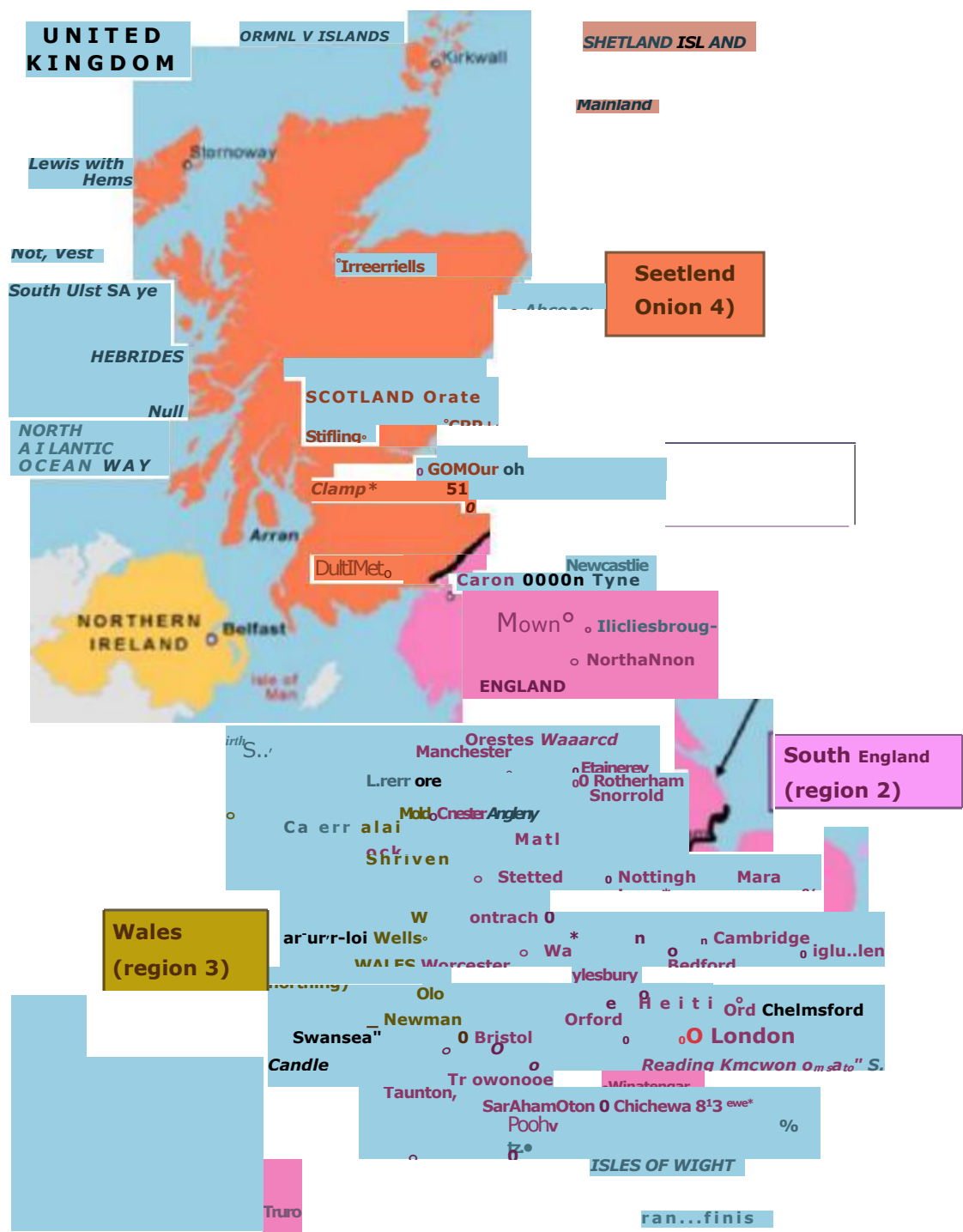
Table 4: Summary of the Client's Current Construction Professional Services Providers (currently appointed up to 31st March 2023)

DWP Projects Supported	Supplier	Services	Geographic Area
LCW and minor business as usual projects	McBains Ltd	<ul style="list-style-type: none"> • Cost Managers 	Nationally across England, Wales and Scotland
	Gleeds Advisory Ltd	<ul style="list-style-type: none"> • Project Managers • Contract Administrators • Principal Designers • Technical Advisors 	
Major Capex and WPT projects	Gleeds Advisory Ltd	<ul style="list-style-type: none"> • Project Managers • Contract Administrators 	Nationally across England, Wales and Scotland
	McBains Ltd	<ul style="list-style-type: none"> • Architects • Building Services Engineer (Mechanical and Electrical Engineers) • Civil Engineer • Principal Designer • Building Information Management (BIM) Information Manager • BIM Coordinator • Cost Managers 	Scotland, North-East England, North-West England, Yorkshire and the Humber and East Midlands
	Ridge & Partners LLP		Wales, West Midlands, East of England, South East, South West and London

Table 5: The Client’s ‘Taxi Rank Rotational Procedure’ Contractors

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	North South	Scotbad vMes	N:l	Scath	Scct...: ...i.	%t	...: ... i..i.e;					
MEV DEFINE SERVICES LIMITED					X		X	X				
BEARD CONSTRUCTION						X						
CLAW			X				X					
COMM &JUNG SERV.CES utaTEC		X				X						
F. PARKINSON LIMITED	X				X							
FES SUPPORT SERVICES UNITED	X	X	X	X	X	X	X	X				
GNI CONTRACTS			X				X					
MORRIS & SPOTITSCOD LIMITED	X		X		X		X					
Ratti FF	X				X							
SECOON CONSTRUICIIN4 ITO	X				X							
LOGAN CONSTRUuCOON (SCUM EAST ID.					X	X						
804/MERNIKLAND									X			
COLON CONSTRUCTVI LIMITED									X			
ISO CONSTRUCTION LIWTED									X	X	X	
JOHN GRAHAM CONSTRUCTION WINED										X	X	
KIER CONSTRUCTION ANTED									X		X	
MCLAUGHUND HARVEY WITH									X	X		
SPELLER METCALFE UIATED									X			
TIHINOTUGLAS									X	X		
?CI CONSTRUCTION UK DNB										X		
WATES 03NSTRUCTION									X			

Figure 2:
The Client's 'Taxi Rank Rotational Procedure' Contractors



Annex 2 - Security Policy

1. GENERAL

The Consultant shall, and shall procure that any Sub-consultant (as applicable) shall, comply with the Client's security requirements as set out in the Contract which include the requirements set out in this Annex 2 (the "**Security Policy**"). The Security Policy includes, but is not limited to, requirements regarding the confidentiality, integrity and availability of Client Assets, the Client's Systems Environment and the Consultant's Systems Environment.

Terms used in this Annex 2 which are not defined below shall have the meanings given to them in the Contract Data and/or clause Z1 (Interpretation and the law) of the Call Off Contract.

"Availability Test"	shall mean the activities performed by the Consultant to confirm the availability of any or all components of any relevant ICT system as specified by the Client.
"Breach of Security"	<p>means the occurrence of:</p> <ul style="list-style-type: none">(I) any unauthorised access to or use of Client Data, the Client's Systems Environment (or any part thereof) or the Consultant's Systems Environment (or any part thereof);(II) the loss and/or unauthorised disclosure of any Client Data, the Client's Systems Environment (or any part thereof) or the Consultant's Systems Environment (or any part thereof);(III) any unauthorised event resulting in loss of availability of any Client Data, the Client's Systems Environment (or any part thereof) or the Consultant's Systems Environment (or any part thereof);

	(IV) any unauthorised changes or modification to any Client Data, the Client's Systems Environment (or any part thereof) or the Consultant's Systems Environment (or any part thereof).
"CHECK"	shall mean the scheme for authorised penetration tests which scheme is managed by the NCSC.
"Client Assets"	mean any Client Devices and Client Data.
"Client Data"	<p>means the data, guidance, specifications, instructions, toolkits, plans, databases, patents, patterns, models, design, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:-</p> <ul style="list-style-type: none"> (i) supplied to the Consultant by or on behalf of the Client; or (ii) which the Consultant is required to generate, process, store or transmit pursuant to this contract.
"Client's Systems Environment"	means all of the Client's ICT systems which are or may be used for the provision of the <i>services</i> .
"Cloud"	shall mean an off-premise network of remote ICT servers on the Internet to store, process, manage and transmit data.
"Consultant's Systems Environment"	means any ICT systems provided by the Consultant (and any Sub-consultant) which are or may be used for the provision of the <i>services</i> .

“Cyber Essentials Plus”	shall mean the Government-backed, industry-supported scheme managed by the NCSC with higher level of security requirements to help organisations to protect themselves against online threats or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC.
“Cyber Security Information Sharing Partnership” or “CiSP”	shall mean the cyber security information sharing partnership established by the NCSC or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC.
“Client’s Systems Environment”	means all of the Client’s ICT systems which are or may be used for the provision of the <i>services</i> .
“Good Security Practice”	<p>shall mean:</p> <ul style="list-style-type: none"> a) the technical and organisational measures and practices that are required by, or recommended in, nationally or internationally accepted management standards and codes of practice relating to Information Security (such as published by the International Organization for Standardization or the National Institute of Standards and Technology); b) security standards and guidelines relating to Information Security (including generally accepted principles regarding the segregation of the duties of governance, implementation and control) provided to the general public or Information Security practitioners and

	<p>stakeholders by generally recognised authorities and organisations; and</p> <p>c) the Government's security policies, frameworks, standards and guidelines relating to Information Security.</p>
"Information Security"	<p>shall mean:</p> <p>a) the protection and preservation of:</p> <p>i) the confidentiality, integrity and availability of any Client Assets, the Client's Systems Environment (or any part thereof) and the Consultant's Systems Environment (or any part thereof);</p> <p>ii) related properties of information including, but not limited to, authenticity, accountability, and non-repudiation; and</p> <p>b) compliance with all Law applicable to the processing, transmission, storage and disposal of Client Assets.</p>
"Information Security Manager"	<p>shall mean the person appointed by the Consultant with the appropriate experience, authority and expertise to ensure that the Consultant complies with the Security Policy.</p>
"Information Security Management System ("ISMS")"	<p>shall mean the set of policies, processes and systems designed, implemented and maintained by the Consultant to manage Information Security Risk as certified by ISO/IEC 27001.</p>
"Information Security Questionnaire"	<p>shall mean the Client's set of questions used to audit and on an ongoing basis assure the Consultant's compliance with the Security Policy. The Information Security Questionnaire is the Security Management Plan.</p>

“Information Security Risk”	shall mean any risk that might adversely affect Information Security including, but not limited to, a Breach of Security.
“ISO/IEC 27001, ISO/IEC 27002 and ISO 22301	<p>shall mean</p> <ul style="list-style-type: none"> a) ISO/IEC 27001; b) ISO/IEC 27002/IEC; and c) ISO 22301 <p>in each case as most recently published by the International Organization for Standardization or its successor entity (the “ISO”) or the relevant successor or replacement information security standard which is formally recommended by the ISO.</p>
“NCSC”	shall mean the National Cyber Security Centre or its successor entity (where applicable).
“Penetration Test”	shall mean a simulated attack on any Client Assets, the Client’s Systems Environment (or any part thereof) or the Consultant’s Systems Environment (or any part thereof).
“PCI DSS”	shall mean the Payment Card Industry Data Security Standard as most recently published by the PCI Security Standards Council, LLC or its successor entity (the “PCI”).
“Risk Profile”	shall mean a description of any set of risks. The set of risks can contain those that relate to a whole organisation, part of an organisation or as otherwise applicable.
“SSAE 16”	shall mean the Statement on Standards for Attestation Engagements (SSAE) No. 16 as most recently published by the American Institute of Certified Public Accountants or its successor entity (“AICPA”) or the relevant successor or replacement standard which is formally recommended by the AICPA.

“Security Test”	shall include, but not be limited to, Penetration Test, Vulnerability Scan, Availability Test and any other security related test and audit.
“Security Policies”	mean the Client’s Security Policies published by the Client from time to time and shall include any successor, replacement or additional Security Policies. The Security Policies are set out in Annex A.
“Security Policies and Standards”	mean the Security Policies and the Security Standards
“Security Standards”	mean the Client’s Security Standards published by the Client from time to time and shall include any successor, replacement or additional Security Standards. The Security Standards are set out in Annex B.
“Tigerscheme”	shall mean a scheme for authorised penetration tests which scheme is managed by USW Commercial Services Ltd.
“Vulnerability Scan”	shall mean an ongoing activity to identify any potential vulnerability in any Client Assets, the Client’s Systems Environment (or any part thereof) or the Consultant’s Systems Environment (or any part thereof).

- 1.1 Reference to any notice to be provided by the Consultant to the Client shall be construed as a notice to be provided by the Consultant to the Client.

2. PRINCIPLES OF SECURITY

- 2.1 The Consultant shall at all times comply with the Security Policy and provide a level of security which is in accordance with the Security Policies and Standards, Good Security Practice and Law.

3. ISO/IEC 27001 COMPLIANCE AND AUDIT

- 3.1 The Consultant shall, and shall procure that any Sub-consultant (as applicable) shall, obtain and maintain certification with ISO/IEC 27001 (the “ISO Certificate”) in relation to the *services* during the Contract.

3.2 The ISO Certificate shall be provided by the Consultant to the Client on the dates as agreed by the Parties.

3.3 The Consultant shall appoint:

- a. an Information Security Manager; and
- b. a deputy Information Security Manager

who shall have the appropriate experience, authority and expertise to deputise for the Information Security Manager when s/he is on leave or unavailable for any period of time. The Consultants shall notify the Client of the identity of the Information Security Manager on the *starting date* and, where applicable, within 5 Working Days following any change in the identity of the Information Security Manager.

3.4 The Consultant shall ensure that it operates and maintains the Information Security Management System during the *service period* and that the Information Security Management System meets the Security Policies and Standards, Good Security Practice and Law and includes:

- a) a scope statement (which covers all of the Services provided under this Contract);
 - b) a risk assessment (which shall include any risks specific to the Services);
 - c) a statement of applicability;
 - d) a risk treatment plan; and
 - e) an incident management plan
- in each case as specified by ISO/IEC 27001.

The Consultant shall provide the Information Security Management System to the Client upon request within 10 Working Days from such request.

3.3A

3.5 The Consultant shall notify the Client of any failure to obtain an ISO Certificate or a revocation of an ISO Certificate within 2 Working Days of confirmation of such failure or revocation. The Consultant shall, at its own expense, undertake those actions required in order to obtain an ISO Certificate following such failure or revocation and provide such ISO Certificate within one calendar month of the initial notification of failure or revocation to the Client or on a date agreed by the Parties. For the avoidance of doubt, any failure to obtain and/or maintain an ISO Certificate during the *service period* after the first date on which the Consultant was required to provide the ISO Certificate in accordance with paragraph 3.1 (regardless of whether such failure is capable of remedy) shall constitute a substantial failure to comply with the Consultant's obligations under the Contract.

3.6 The Consultant shall carry out regular Security Tests in compliance with ISO/IEC 27001 and shall within 10 Working Days after completion of the relevant audit provide any associated security audit reports to the Client.

3.7 Notwithstanding the provisions of paragraph Error! Reference source not found.3.1 to paragraph Error! Reference source not found.3.4, the Client may, in its absolute discretion, notify the Consultant that it is not in compliance with the Security Policy and provide details of such non-compliance. The Consultant shall, at its own expense, undertake those actions required in order to comply with the Security Policy within one calendar month following such notification or on a date as agreed by the Parties. For the avoidance of doubt, any failure to comply with the Security Policy within the required timeframe (regardless of whether such failure is capable of remedy) shall constitute a substantial failure by the Consultant to comply with his obligations.

4. CYBER ESSENTIALS PLUS SCHEME

4.1 The Consultant shall, and shall procure that any Sub-Consultant (as applicable) shall, obtain and maintain certification to Cyber Essentials Plus (the "Cyber Essentials Plus Certificate") in relation to the Services during the *service period*. The Cyber Essentials Plus Certificate shall be provided by the Consultant to the Client annually on the dates as agreed by the Parties.

4.2 The Consultant shall notify the Client of any failure to obtain, or the revocation of, a Cyber Essentials Plus Certificate within 2 Working Days of confirmation of such failure or revocation. The Consultant shall, at its own expense, undertake those actions required in order to obtain a Cyber Essentials Plus Certificate following such failure or revocation. For the avoidance of doubt, any failure to obtain and/or maintain a Cyber Essentials Plus Certificate during the *service period* after the first date on which the Consultant was required to provide a Cyber Essentials Plus Certificate in accordance with paragraph Error! Reference source not found.4.1 (regardless of whether such failure is capable of remedy) shall constitute a substantial failure by the Consultant to comply with his obligations.

4.3

5. RISK MANAGEMENT

5.1 The Consultant shall operate and maintain policies and processes for risk management (the **Risk Management Policy**) during the *service period* which includes standards and processes for the assessment of any potential risks in relation to the *services* and processes to ensure that the Security Policy is met (the **Risk Assessment**). The Consultant shall provide the Risk Management Policy to the Client upon request within 10 Working Days of such request. The Client may, at its absolute discretion, require changes to the Risk Management Policy to comply with the Security Policy. The Consultant shall, at its own expense, undertake those actions required in order to implement the changes required by the Client within one calendar month of such request or on a date as agreed by the Parties.

5.2 The Consultant shall carry out a Risk Assessment (i) at least annually, (ii) in the event of a material change in the Consultant's Systems Environment or in the threat landscape or

(iii) at the request of the Client. The Consultant shall provide the report of the Risk Assessment to the Client, in the case of at least annual Risk Assessments, within 5 Working Days of completion of the Risk Assessment or, in the case of all other Risk Assessments, within one calendar month after completion of the Risk Assessment or on a date as agreed by the Parties. The Consultant shall notify the Client within 5 Working Days if the Risk Profile in relation to the Services has changed materially, for example, but not limited to, from one risk rating to another risk rating.

- 5.3 If the Client decides, at its absolute discretion, that any Risk Assessment does not meet the Security Policy, the Consultant shall repeat the Risk Assessment within one calendar month of such request or as agreed by the Parties.
- 5.4 The Consultant shall, and shall procure that any Sub-consultant (as applicable) shall, co-operate with the Client in relation to the Client's own risk management processes regarding the *services*.
- 5.5 For the avoidance of doubt, the Consultant shall pay all costs in relation to undertaking any action required to meet the requirements stipulated in this paragraph **Error! Reference source not found.**5. Any failure by the Consultant to comply with any requirement of this paragraph **Error! Reference source not found.**5 (regardless of whether such failure is capable of remedy), shall constitute a substantial failure by the Consultant to comply with his obligations.

6. SECURITY AUDIT AND ASSURANCE

- 6.1 The Consultant shall, and shall procure that any Sub-consultant (as applicable) shall, complete the information security questionnaire in the format stipulated by the Client (the "**Information Security Questionnaire**") at least annually or at the request by the Authority. The Contractor shall provide the completed Information Security Questionnaire to the Authority within one calendar month from the date of request.
- 6.2 The Consultant shall conduct Security Tests to assess the Information Security of the Consultant's Systems Environment and, if requested, the Client's Systems Environment. In relation to such Security Tests, the Consultant shall appoint a third party which i) in respect of any Penetration Test, is duly accredited by CHECK, CREST (International), or Tigerscheme and, ii) in respect of any Security Test to which PCI DSS apply, is an approved scanning vendor duly accredited by the PCI. Such Security Test shall be carried out (i) at least annually, (ii) in the event of a material change in the Consultant's Systems Environment or in the Client's System Environment or (iii) at the request of the Client which request may include, but is not limited to, a repeat of a previous Security Test. The content, and format of any report of such Security Tests shall be approved in advance of the Security Test by the Client. The Consultant shall provide any report of such Security Tests within one calendar month following the completion of such Security Test or on a date agreed by the Parties. The Consultant shall, at its own expense, undertake those

actions required to rectify any risks identified by any Security Test in the manner and within the timeframe required by the Client in its absolute discretion.

- 6.3 The Client shall be entitled to send an agent appointed by it, or such other person it shall reasonably require to witness the conduct of any Security Test. The Consultant shall provide to the Client notice of any Security Test at least one month prior to the relevant Security Test.
- 6.4 Where the Consultant provides code development services to the Client, the Consultant shall comply with the Security Policy in respect of code development within the Consultant's Systems Environment and the Client's Systems Environment.
- 6.5 Where the Consultant provides software development services, the Consultant shall comply with the code development practices specified in the Statement of Requirements and Scope or in the Security Policy.
- 6.6 The Client, or an agent appointed by it, may undertake Security Tests in respect of the Consultant's Systems Environment after providing advance notice to the Consultant. If any Security Test identifies any non-compliance with the Security Policy, the Consultant shall, at its own expense, undertake those actions required in order to rectify such identified non-compliance in the manner and timeframe as stipulated by the Client at its absolute discretion. The Consultant shall provide all such co-operation and assistance in relation to any Security Test conducted by the Client as the Client may reasonably require.
- 6.7 The Client shall schedule regular security governance review meetings which the Consultant shall, and shall procure that any Sub-consultant (as applicable) shall, attend.

7. PCI DSS COMPLIANCE AND CERTIFICATION

- 7.1 Where the Consultant obtains, stores, processes or transmits payment card data, the Consultant shall comply with the PCI DSS.
- 7.2 The Consultant shall obtain and maintain up-to-date attestation of compliance certificates ("**AoC**") provided by a qualified security assessor accredited by the PCI and up-to-date self-assessment questionnaires ("**SAQ**") completed by a qualified security assessor or an internal security assessor, in each case accredited by the PCI (each with the content and format as stipulated by the PCI and such reports the "PCI Reports"), during the *service period*. The Consultant shall provide the respective PCI Reports to the Client upon request within 10 Working Days of such request.
- 7.3 The Consultant shall notify the Client of any failure to obtain a PCI Report or a revocation of a PCI Report within 2 Working Days of confirmation of such failure or revocation. The Consultant shall, at its own expense, undertake those actions required in order to obtain a

PCI Report following such failure or revocation within one calendar month of such failure or revocation.

8. SECURITY POLICIES AND STANDARDS

- 8.1 The Consultant shall, and shall procure that any Sub-consultant (as applicable) shall, comply with the Security Policies and Standards set out Annex A and B.
- 8.2 Notwithstanding the foregoing, the Security Policy applicable to the services may be subject to change following certain events including, but not limited to, any relevant change in the delivery of the Services. The Client may issue instructions to the Consultant to comply with any amended Security Policy as required by the Client, provided that where such amended Security Policy increases the burden on the Consultant pursuant to this contract, the novation shall be a compensation event. Accordingly a new clause 60.1(14) shall be added that reads "An amendment to a Security Policy pursuant to paragraph 8.2 of Contract Schedule 1 occurs which increases the burden on the Consultant pursuant to this Contract".
- 8.3 The Consultant shall, and shall procure that any Sub-consultant (as applicable) shall, maintain appropriate records and is otherwise able to demonstrate compliance with the Security Policies and Standards.

9. CYBER SECURITY INFORMATION SHARING PARTNERSHIP

- 9.1 The Consultant shall be a member of the Cyber Security Information Sharing Partnership in accordance with the recommendations by the NCSC during the *service period*. The Consultant shall participate in the Cyber Security Information Sharing Partnership for the exchange of cyber threat information.
- 9.2 The Consultant shall review the NCSC weekly threat reports on a weekly basis and implement recommendations in line with the Consultant's Risk Management Policy.

ANNEX A – CLIENT SECURITY POLICIES AND STANDARDS

The Security Policies are published on:

<https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards> unless specified otherwise:

- a) Acceptable Use Policy
- b) Information Security Policy
- c) Physical Security Policy

- d) Information Management Policy
- e) Email Policy
- f) Technical Vulnerability Management Policy
- g) Remote Working Policy
- h) Social Media Policy
- i) Forensic Readiness Policy
- j) SMS Text Policy
- k) Privileged Users Security Policy
- l) User Access Control Policy
- m) Security Classification Policy
- n) Cryptographic Key Management Policy
- o) HMG Personnel Security Controls – May 2018
(published on <https://www.gov.uk/government/publications/hmg-personnel-security-controls>)
- p) NCSC Secure Sanitisation of Storage Media
(published on <https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media>)

ANNEX B – SECURITY STANDARDS

The Security Standards are published on:

<https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards>:

- a) SS-001 - Part 1 - Access & Authentication Controls
- b) SS-001 - Part 2 - Privileged User Access Controls
- c) SS-002 - PKI & Key Management
- d) SS-003 - Software Development
- e) SS-005 - Database Management System Security Standard
- f) SS-006 - Security Boundaries
- g) SS-007 - Use of Cryptography
- h) SS-008 - Server Operating System
- i) SS-009 - Hypervisor
- j) SS-010 - Desktop Operating System
- k) SS-011 - Containerisation
- l) SS-012 - Protective Monitoring Standard for External Use
- m) SS-013 - Firewall Security
- n) SS-014 - Security Incident Management
- o) SS-015 - Malware Protection
- p) SS-016 - Remote Access
- q) SS-017 - Mobile Devices
- r) SS-018 - Network Security Design
- s) SS-019 - Wireless Network
- t) SS-022 - Voice & Video Communications
- u) SS-023 - Cloud Computing
- v) SS-025 - Virtualisation
- w) SS-027 - Application Security Testing
- x) SS-028 - Microservices Architecture
- y) SS-029 - Securely Serving Web Content
- z) SS-030 - Oracle Database
- aa) SS-031 - Domain Management
- bb) SS-033 - Patching

Annex 3 - The Client's Expenses Policy



DWP Policy on
Expenses for Busine

New Z clauses:

Z1.2 Insert a new clause 1.2:

“The Security Requirements set out in “Contract Schedule 1 – **REDACTED**

Z28.8 The *Client* and the *Consultant* shall exchange all orders, invoices, claims and payments via electronic methods.

Z28.9 The following information may be required independently from the *Consultant* in order to verify invoices and shall be provided before or at the same time that an invoice or other claim for payment is submitted by the *Consultant* to the *Client*:

- a) records of any Time Charge or other charge determined by reference to *staff rates*, including in relation to any Task Order issued under time charges and/or where applicable in respect of compensation events. Such records shall be in the form of timesheets and/or such other evidence of time spent that the *Client* shall reasonably require and shall be broken down according to each Task to which they relate (including details of the specific Task to which each time entry relates);
- b) the *Client* reserves the right to request all records required under Clause 21 of the Agreement to evidence completion of relevant activities as detailed within The Client's Statement of Requirements and Scope as requested in the Task Order issued under fixed price,

and shall be sent to the person or such replacement person that the *Client* shall notify.

Z28.10 The *Consultant* permits the *Client* and any person authorised on the *Client's* behalf to examine documents held or controlled by the *Consultant* or any employee, Subcontractor or supplier of the *Consultant*.

Z29 Amendments to the Secondary Option Clauses – X11 (Termination by the *Client*)

Z29.1 Option X11.2: delete “and A3” and replace with “and any sums due pursuant to clause X11.3”.

Z29.2 New Option X11.3: insert new option: The amount due on termination pursuant to X11.1 includes the *fee percentage* applied to any excess of the value of authorised and instructed Task Orders as at the date of termination over the Price for Service Provided to Date.

REDACTED

REDACTED