

Schedule 1 Task Order Form

Task Order Instruction	
To (Supplier): AECOM Limited	Address: Midpoint, Alençon Link, Basingstoke RG21 7PP
From (the Contracting Authority): Department for Energy Security & Net Zero	Address: 3-8 Whitehall Place, London SW1A 2EG
Project Name: <ul style="list-style-type: none"> - Specification 1 The Provision of Advanced Zoning Project and HNDU Project Delivery (AZP_HNDU Zoning Study) - Specification 2 Central Authority and Zone Coordinator (CAZC) Implementation 	Project ID: Prj_2277
Contract Ref:	Framework reference number: CON_6337 CON_6632
Framework Contract Title:	BE23183 - Heat Network Zoning Programme - Framework Agreement
Lot number:	Lot 2.2
Task Order No. 002	Commencement Date: 15/08/2024
<p>The following documents are incorporated into this Task Order Form. If the documents conflict, the precedence as per the Framework Contract A2-8 apply.</p> <ol style="list-style-type: none"> 1 This Task Order Form including Special Schedules. 2 Framework Contract BE23183 4 The following Schedules: <ul style="list-style-type: none"> • Schedule 1 (Transparency Reports) • Schedule 2 (Specification) • Schedule 3 (Supplier proposal) • Schedule 4 (Variation Form) 	

- Schedule 5 (Sustainability)
- Schedule 6 (Key Supplier Staff)
- Schedule 7 (Exit Management)
- Schedule 8 (Contract Management)

No other Supplier terms are part of the Task Order Form. That includes any terms written on the back of, added to this Task Order Form, or presented at the time of delivery.

As per the call off process agreed within BE23183 the Department instruct you to:

Overview of requirements: The Task Order is for support to deliver Advanced Zoning/ HNDU studies as part of Heat Network Zoning as well as supporting the delivery of the Central Authority (CA) and Zoning Coordinator functions.

Subcontractors:

Due to the high level nature of the proposed scope, AECOM have not identified the need for a subcontractor but will review this when a detailed scope is provided. Should subcontractors be needed at a future date, we will inform the Department before appointment, and only appoint subcontractors following approval from the Department.

Key Supplier Staff as per Schedule 6:

Key Role	Key Staff	Contract Details	Worker Engagement Route (incl. inside/outside IR35)
Specification 1 – Project Manager	Redacted under FOIA Sect Redacted under FOIA Sect	AECOM Employee	N/A
Specification 1 – Technical Lead	Redacted under FOIA S Redacted under FOIA S	AECOM Employee	N/A
Specification 2 – Technical Lead	Redacted under FOIA Section 40 Person Redacted under FOIA Section 40 Person	AECOM Employee	N/A
Specification 2 – Project Lead	Redacted under FOIA S Redacted under FOIA S	AECOM Employee	N/A

Task Order Reporting Requirements:

The Supplier shall provide the following additional management information under and applicable to this Task Order:

Ref.	Type of Information	Which Services does this	Required regularity of Submission
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		requirement apply to?	
0.	Onboarding documentation as per Framework & contract		
1.	Monthly Management Report		
1.1.	1.Project Delivery Update and forward look. 2.SLAs/KPIs report (as per reference Framework & Lot 2) 3.Budget register. Finance Update. Review spent & spend forecast 4.Change Control register 5.Risk & Issues register 6.Service Improvement / Innovation 7.Lessons learned register 8.Contract Management meeting register	All	Monthly

Any variations to this Task Order Form shall be in accordance with the Framework Contract and Schedule 4 (Variation Form).

The duration of the Task Order is 7 months and 15 days starting from the date of the signature of this Task Order Form and will expire on 31 March 2025 unless otherwise notified by the Contracting Authority. Please note the start date of the Specification 2 work is from 22/08/2024 only.

The total value of the Task Order shall not exceed **£2,540,000 excluding VAT** and split as follows:

- Specification 1- £1,650,000 excluding VAT;
- Specification 2 - £890,000 excluding VAT ;

The Task shall be invoiced on a time and material basis and any rates charged shall not exceed those agreed within the Framework Agreement. The invoices must be submitted at the end of each month verifying the services carried out to date (including deliverables), the staff grade, the number of days worked, and the day rate applied. Suppliers are to note the day rate must align with the specified day rate within AW5.2 Price Schedule.

For and on behalf of AECOM Limited **(The Supplier)**

Signed

Name

Position

Date

For and on behalf of Department for Energy
Security and Net Zero **(The Contracting Authority)**

Signed

Name

Position

Date

Schedule 1: Transparency Reports

- 1.1 The Supplier recognises that the Contracting Authority is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Contracting Authority with its compliance with its obligations under that PPN.
- 1.2 Without prejudice to the Supplier's reporting requirements set out in this Task Order Form, within three (3) Months of the Effective Date the Supplier shall submit to the Contracting Authority for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
- 1.3 If the Contracting Authority rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Contracting Authority. If the Parties fail to agree on a draft Transparency Report the Contracting Authority shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 1.4 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Contracting Authority at the frequency referred to in the Annex of this Schedule.

Annex A: List of Transparency Reports

Title	Content	Format	Frequency
Task Order Form Charges	Order charges	Excel sheet	Order period

**SPECIFICATION FOR
THE PROVISION OF ADVANCED
ZONING PROJECT AND HNDU
PROJECT DELIVERY
(SPECIFICATION 1)**

Annex A Specification Document – Services

Note to user.

To ensure an appropriate level of standardisation and that the Specification addresses all relevant areas, it is recommended that you use the following headings to define your requirements. Please note that neither the headings nor the points raised are exhaustive and therefore content should be added as appropriate. If any sections are not applicable, please either mark “NOT APPLICABLE” or delete. However, when deleting please ensure the number formatting is correct.

Title of Request:	AZP & HNDU Zoning Support
Duration of Contract including options for extension:	8 months + 4 months optional extension
Project ID reference	Prj_2277
Contract Ref (CON_XXXX) – DESNZ CM to populate	CON_6337
Lot number / Sub Lot number DESNZ WL to populate	Lot 2/ Sub-lot 2.2
Required Commencement Date:	As per Task Order Form

1. Introduction

The introduction should briefly explain the requirement of the procurement and the context of that requirement e.g.

- The application, purpose, outcome, or function of the services
- The implications for the users of implementing the solution
- An outline of the research, which has been undertaken in order to specify the requirement, including any premarket engagement

- How this requirement is related to other requirements (if applicable)
- Associated risks with the procurement e.g. Continuity, Health and Safety etc.

The department aims to accelerate zonal-scale heat network delivery, develop best practice guidance, provide project development support services, and promote market transformation ready for national rollout of the heat network zoning policy.

This work will be a key enabler of AZP and HNDU projects, supporting their development and delivery and test new delivery models under the future Central Authority and Zoning Coordinators as envisaged under the Energy Act and Heat Network Zoning Consultations.

Specifically, this requirement is to deliver the technical element of a HN Zoning Study under Lot 2.2 of the HNZTP Framework.

Currently the projects covered under this Task Order are at the current stages.

Project name	Current Project Stage (as of 31 July '24)
GM Stockport	AZP Zonal Outline Business Case
Enfield	AZP Zonal Outline Business Case
Bolton	AZP Zonal Outline Business Case
Oldham	AZP Zonal Outline Business Case
OPDC	AZP WP2 Delivery Plan

2. Aims & Objectives

- Aims should provide details of the main aims and reasons of the tender exercise
- Any specific objectives should be detailed here
- Can be broken down to include specific outputs and expectations

The primary aim of this Task Order is to deliver the technical element of a Zonal scale heat network studies as part of the Advanced Zoning Programme and HNDU funded projects.

By the end of this process, the LA (Local Authority) and any partners will be in a position to take a final decision on the best delivery route for the project, including any appropriate investment decisions. The project will be ready to be taken to market in whatever form/route deemed most appropriate by the business case, and the market will be primed to respond.

The LA will have been supported to bring the project to market through a successful procurement exercise.

The specific outputs of each work package are as follows:

Indicative Work Package breakdown	Key Outcomes & Deliverables
WP 1: Information review & project scoping	Project Review & Scoping Report
WP 2: Zonal Network Concept & Delivery Planning	Zonal Network Concept & Delivery Plan
WP 3: Detailed Business Case & Commercialisation Support	Completed technical input into sections of the business case and commercialisation support documents

3. Objectives

- Any specific objectives should be detailed here
- Can be broken down to include specific outputs and expectations

See above.

4. Background to the Requirement

Provide background information to the project to help the supplier/bidder understand how it fits in to the business objectives of the procurement. Consider including issues such as:

- any history relevant to the procurement
- recent developments
- a description of the business activities in the area relating to the procurement
- business functions & processes
- organisation & staffing
- roles & responsibilities
- service conditions and environmental factors (see guidance note)

The Task Order Form forms part of a call off under the HNZZ Framework. Please refer to the background section of the Scope of Works within the Framework ITT.

5. Scope

This section may include but is not restricted to:

- High-level scope of the procurement i.e. what's included or in-scope with reference to lots as appropriate
- Potential demand over the period of the contract
- Potential for the range of services to expand or reduce as need change (e.g. fluctuation such as seasonal demands); for the range of materials to increase or decrease or for new products to be included or substituted as technology develops i.e. photocopier replaced by multi- functional devices.
- Exclusions e.g. specific locations, product, or service type which providers may otherwise assume are in-scope
- Known constraints e.g. equipment or software which must be used by the provider. Include reference to systems compatibility and software licences as appropriate.
- The Period of the Agreement (e.g. This agreement will be in place up to but not after June 2020)
- Security needs both physical / IT related re Cyber essentials
- GDPR implications

For a summary of the Work Packages and how they relate to the various different sub-lot suppliers on a project level, please refer to section "Lot 2 - Delivery Support" within Appendix 1: HNZTPF Specification document of the HNZTP ITT documents.

Sub-Lot 2.2 – Technical support

Suppliers appointed to this sub-Lot will be expected to provide the following services:

Work Package 1

- Review and update previous zoning and techno-economic feasibility work (where applicable).
- Undertake a data gap analysis to identify additional sources of information required to successfully deliver the project.
- Advise on project technical risks and opportunities.

Work Package 2

- Assessment of heat off-takers including the identification of heat demands required to connect within the area based on heat network zoning policy guidelines.
- Produce a high-level TEM (or populate a DESNZ-supplied TEM) to inform cost and commercialisation discussions.
- Investigation of potential new heat sources where these are prudent and necessary to support the project; and assessment of all heat sources where previous work is out of date.
- Produce a phased delivery plan working with the project manager to inform a program of activities for the successful technical delivery of the project.

Work Package 3

- Evaluation of technical evidence gaps in the business case development process.
- Support on the specification, evaluation and quality assurance of any technical or design work required to inform the business case.
- Support on soft market testing and evaluation of suitable framework or procurement routes.

6. Requirement

- This is a statement of what is to be delivered and forms the main body of the specification. The 'golden rule' is that specifications need to be Clear, Concise and Unambiguous. It also:
- details what will be expected of the contractor under the contract
- how you see the contract operating to ensure aims and objectives are met
- details specific tasks, outputs, and expectations
- do not embed critical requirements in background information
- list the important elements of the requirements first, and work through to least important
- KPI's

Project Call Off's & Work Packages

The above forms the outline scope of works for all AZP/ HNDU projects called off under this Task Order.

The list of projects to be called off under this Task Order comprises of:

Project name	Project Timescales	Project budget excluding VAT
GM Stockport	8 months	£370,000
Enfield	8 months	£200,000
Bolton	8 months	£370,000
Oldham	8 months	£290,000
OPDC	8 months	£420,000

Each project will be broken down into separate package(s) of work which will each be commissioned separately via a Work Package Order Form (see attached) with an accompanying detailed scope of works to be issued by the named Project Lead above. The Work Package Order form will also include the budget and timescales for the order.

For the avoidance of doubt, no work should be commenced by the supplier under this Task Order without a Work Package Order Form.

Should it be unclear who the work stream lead is at any point, then kindly contact the framework or contract manager (brett.hagen@energysecurity.gov.uk or maria.clemente@energysecurity.gov.uk)

All deliverables against Work Package Order Forms must be submitted per the timescales agreed in the Work Package Order Form and can only be accepted as submitted once they have been through the suppliers internal QA process as per the QA schedule and submitted QA response to Proj 1.3 in the RFPQ of the HNZTP Framework. At this point the supplier will be assessed against their KPI measure on "Deliverable Timeliness" and "Supplier Deliverable Quality Assurance" as per the framework contract.

The department will then undertake its own QA of submitted outputs and will assess the deliverables against the "Quality Score" KPI measure as per the framework contract.

KPI's against which this Task Order will be measured are as follows:

Service Level Performance Criterion	Key Indicators	Description	Service Level Threshold
Deliverables timeliness (monthly)	Delivered to agreed timescales	The output of each commission was delivered in the agreed timeframe as outlined in the Task Order	95%
Supplier Internal quality assurance (monthly)	Delivered in line with quality assurance methodology	The output of a commission was subjected to the internal quality controls as outlined in the Task Order	95%
Management Information (MI) is provided at monthly intervals and a minimum of 2 working days before any scheduled call-off contract management meeting.	Delivered to agreed timescales	Confirmation of receipt and time of receipt by DESNZ	100%
Quality Score (monthly)	Accepted by the department as meeting acceptable quality standards	The output of a commission was signed off by the relevant Policy lead as having been produced to satisfactory quality and met the objective set out in the Task Order	100%
Invoice timeliness (monthly)	Delivered to agreed timescales	The invoice was provided with the agreed timeframe stipulated in the Task Order	100%
Invoice Accuracy (monthly)	Delivered to acceptable standard	The invoice provided accurate information and was in accordance with the Task Order	100%

7. Timetable

- Lists key targets and/or milestones expected to be achieved
- can act as a performance indicator to enable stage or interim payments to be made against measurable deliverables.
- be specific on when you expect the outputs to be delivered
- if the completion date is fundamental to the success of the project, then say so

Indicative timescales out outcomes for each work package under this task order are as follows:

Indicative Work Package breakdown	Indicative Duration	Key Outcomes & Deliverables
WP 1: Information review & project scoping	2 months	Project Review & Scoping Report
WP 2: Zonal Network Concept & Delivery Planning	4 months	Zonal Network Concept & Delivery Plan
WP 3: Detailed Business Case & Commercialisation Support	6 months	Completed technical input into sections of the business case and commercialisation support documents

The exact time scales available and deliverables required for each work package will be confirmed in each Work Package Order Form.

SPECIFICATION FOR CENTRAL AUTHORITY AND ZONE COORDINATOR IMPLEMENTATION (SPECIFICATION 2)

Note to user.

To ensure an appropriate level of standardisation and that the Specification addresses all relevant areas, it is recommended that you use the following headings to define your requirements. Please note that neither the headings nor the points raised are exhaustive and therefore content should be added as appropriate. If any sections are not applicable, please either mark “NOT APPLICABLE” or delete. However, when deleting please ensure the number formatting is correct.

Annex A Specification Document – Services

Title of Request:	Central Authority and Zone Coordinator (CAZC) Implementation
Duration of Contract including options for extension:	8 months with option for 4 months extension
Project ID reference	Prj 2277
Contract Ref (CON_XXXX) – DESNZ CM to populate	CON_6337
Lot number / Sub Lot number DESNZ WL to populate	Lot 2/ Lot 2.2
Required Commencement Date:	As per Task Order Form

8. Introduction

The introduction should briefly explain the requirement of the procurement and the context of that requirement e.g.

- The application, purpose, outcome, or function of the services
- The implications for the users of implementing the solution
- An outline of the research, which has been undertaken in order to specify the requirement, including any premarket engagement
- How this requirement is related to other requirements (if applicable)
- Associated risks with the procurement e.g. Continuity, Health and Safety etc.

This Task Order is for the continuation of CAZC implementation activities, which began in June 2023 and which are expected to continue after March 2025. AECOM is expected to provide continuity of key staff from the work undertaken to date.

9. Aims & Objectives

- Aims should provide details of the main aims and reasons of the tender exercise
- Any specific objectives should be detailed here
- Can be broken down to include specific outputs and expectations

The aim of the services is to procure AECOM to provide services as part of an integrated team of DESNZ staff and consultants to continue the delivery of the Central Authority & Zone Coordinator (CAZC) workstream implementation strategy, resulting in:

an operational Central Authority by 1 April 2025; and

the necessary capability and readiness by 1 April 2025 for at least ten advanced local areas to be able to form Zone Coordinators within six months of zoning coming into force

10. Objectives

- Any specific objectives should be detailed here
- Can be broken down to include specific outputs and expectations

As above

11. Background to the Requirement

Provide background information to the project to help the supplier/bidder understand how it fits in to the business objectives of the procurement. Consider including issues such as:

- any history relevant to the procurement
- recent developments
- a description of the business activities in the area relating to the procurement
- business functions & processes
- organisation & staffing
- roles & responsibilities
- service conditions and environmental factors (see guidance note)

History Relevant to the Procurement

The Heat Network Zoning Programme has been initiated to support the government's commitment to decarbonising heat and improving energy efficiency across the country. In response to new legislation, the need for designated heat network zones has been identified, which necessitates the establishment of new zoning bodies. The project's initial phase, Phase 1, focused on foundational elements, including the conceptual design of the Target Operating Model, development of an Implementation Strategy, pipeline development, and mapping of level 1 processes against the zoning value chain.

Recent Developments

Phase 1 has successfully concluded with significant milestones achieved:

- Conceptual Target Operating Model Design: A framework has been developed outlining the structure and operational functionality of the zoning bodies.
- Implementation Strategy: A detailed plan has been formulated to guide the rollout and operationalisation of the zoning bodies.
- Pipeline Development: Identification and prioritisation of potential projects within the heat network zones.
- Mapping of Level 1 Processes: Key processes across the zoning value chain have been identified and documented.

The next phase involves the detailed design and implementation of the zoning bodies, transitioning from planning to execution.

Description of Business Activities

The primary business activity associated with this procurement is the coordination and delivery of heat network zones. This involves:

- Establishing new zoning bodies responsible for overseeing and managing heat network zones.
- Ensuring compliance with new legislation governing heat networks.

Organisation & Staffing

The Central Authority, to be mobilised within the Department for Energy Security and Net Zero (DESNZ), will consist of a combination of existing Heat Networks Delivery Unit (HNDU) and Heat Networks Team (HNT) staff. This integrated team will leverage existing expertise and resources to effectively implement and manage the zoning bodies.

- Leadership: The workstream is led by George D.
- Support: Key support roles are filled by Brett H and Tom A.
- Team Composition: The workstream comprises client staff and consultancy staff from two different consultancies, working collaboratively to deliver project outputs and outcomes.

Service Conditions and Environmental Factors

- Legislative Framework: Compliance with new heat network legislation is paramount.
- Operational Conditions: The implementation will require careful planning and coordination to minimise disruptions and ensure a smooth transition.
- Stakeholder Environment: Effective stakeholder engagement is crucial, given the diverse range of stakeholders involved, including local authorities, utility companies, and end-users.

12. Scope

This section may include but is not restricted to:

- High-level scope of the procurement i.e. what's included or in-scope with reference to lots as appropriate
- Potential demand over the period of the contract
- Potential for the range of services to expand or reduce as need change (e.g. fluctuation such as seasonal demands); for the range of materials to increase or decrease or for new products to be included or substituted as technology develops i.e. photocopier replaced by multi- functional devices.
- Exclusions e.g. specific locations, product, or service type which providers may otherwise assume are in-scope
- Known constraints e.g. equipment or software which must be used by the provider. Include reference to systems compatibility and software licences as appropriate.
- The Period of the Agreement (e.g. This agreement will be in place up to but not after June 2020)
- Security needs both physical / IT related re Cyber essentials
- GDPR implications

WP 1: Target Operating Model & Implementation Strategy

- Objective: Ensure the ongoing relevance of the Target Operating Model (TOM) by regularly updating and aligning it with the organisation's strategic objectives. Provide strategic support to enhance decision-making and implementation.
- Key Deliverables: The deliverables include regularly updating the Target Operating Model to align with strategic objectives, producing strategic alignment assessments, and conducting ongoing gap analysis. Stakeholder engagement sessions will provide feedback, informing action plans for TOM updates.

WP3.a: Implementation – Central Authority

- Objective: Establish and strengthen the central authority responsible for overseeing and coordinating the zoning system across England. Ensure consistent adherence to the Target Operating Model and strategic directives set out in the Implementation Strategy.
- Key Deliverables: Deliverables focus on creating a governance framework for the central authority, developing an implementation roadmap, and formulating coordination protocols. Training programs will equip staff, while a centralised reporting approach will track progress. Regular progress reports and review meetings will keep stakeholders informed.

WP3.b: Implementation – Zoning Coordinators

- Objective: Develop the necessary capability and readiness by 1 April 2025 for at least ten advanced local areas to be able to form Zone Coordinators within six months of zoning coming into force.
- Key Deliverables: Deliverables include defining roles and responsibilities for zoning coordinators, creating implementation guidelines, and providing necessary training. A communication framework will ensure coordination with the central authority, and localised implementation plans will align ZCs with strategic objectives. Regular feedback and performance reports will monitor progress.

WP4: Workstream Support & Project Management

- Objective: Provide comprehensive management and support for the work packages in the CAZC workstream to ensure the successful delivery of the zoning bodies. Facilitate coordination, monitor progress, and resolve issues across CAZC work packages and HNRP workstreams.
- Key Deliverables: Deliverables involve developing a governance structure for work packages, creating workstream plans and timelines, and optimising resource allocation. Risk management strategies will address potential issues, while regular status updates and performance reports will keep stakeholders informed. Issue resolution protocols and stakeholder engagement plans will ensure smooth interaction with other HNRP Workstreams.

Potential Demand Over the Period of the Contract

The demand for services is anticipated to fluctuate over the contract period, influenced by various factors such as legislative changes, stakeholder engagement, and project milestones. The initial focus will be on establishing the central authority and preparing for zoning coordinator mobilisation, with demand potentially increasing based on the impact assessment of both the Central Authority and Zone Coordinators.

Known Constraints

Providers must adhere to the following constraints:

- Use of designated equipment and software (E.g. SharePoint and MS Teams) compatible with DESNZ staff.
- Adherence to the established HNRP governance and reporting frameworks.

Period of the Agreement

This agreement will be in place until the successful establishment and operationalization of the zoning bodies, with an initial target completion by 1 April 2025, subject to review and extension based on project progress and needs.

GDPR Compliance: Adherence to GDPR requirements to protect personal data and ensure data privacy throughout the project lifecycle.

13. Requirement

- This is a statement of what is to be delivered and forms the main body of the specification. The 'golden rule' is that specifications need to be *Clear, Concise and Unambiguous*. It also:
- details what will be expected of the contractor under the contract
- how you see the contract operating to ensure aims and objectives are met
- details specific tasks, outputs, and expectations
- do not embed critical requirements in background information
- list the important elements of the requirements first, and work through to least important
- KPI's

Target Operating Model & Implementation Strategy (WP 1) - Regularly update and align the Target Operating Model (TOM) with the organisation's strategic objectives.

Tasks and Outputs:

- Provide strategic alignment assessments.
- Conduct ongoing gap analysis.
- Organise stakeholder engagement sessions to gather feedback for TOM updates.
- Deliver updated TOM documentation periodically.

Implementation – Central Authority (WP 3.a) - Establish and strengthen the central authority overseeing the zoning system across England.

Tasks and Outputs:

- Develop a comprehensive governance framework.
- Create a detailed implementation roadmap.
- Formulate coordination protocols.
- Design and deliver training programs for staff.
- Implement a centralised reporting approach.
- Provide regular progress reports and conduct review meetings.

Implementation – Zoning Coordinators (WP 3.b) - Prepare at least ten advanced local areas to form Zone Coordinators within six months of zoning enforcement.

Tasks and Outputs:

- Define roles and responsibilities for zoning coordinators.
- Create comprehensive implementation guidelines.
- Deliver training sessions for local areas.
- Develop and maintain a communication framework with the central authority.
- Draft localised implementation plans for each zone.

Workstream Support & Project Management (WP 4) - Provide management and support to ensure successful delivery of zoning bodies.

Tasks and Outputs:

- Develop and implement a governance structure for work packages.
- Create detailed workstream plans and timelines.
- Optimise resource allocation across work packages.
- Develop and implement risk management strategies.
- Provide regular status updates and performance reports.
- Establish issue resolution protocols.
- Facilitate stakeholder engagement.

Contract Operation

- **Operational Framework:** The contractor will operate within the established governance and reporting frameworks, ensuring alignment with strategic objectives and compliance with all regulatory requirements.
- **Performance Monitoring:** Regular progress reports, review meetings, and stakeholder feedback sessions will be conducted to monitor performance and ensure objectives are being met.

14. Timetable

- Lists key targets and/or milestones expected to be achieved
- can act as a performance indicator to enable stage or interim payments to be made against measurable deliverables.
- be specific on when you expect the outputs to be delivered
- if the completion date is fundamental to the success of the project, then say so

Key Targets and Milestones

1. Engagement and Communication Plans Completion
 - Target Date: October 2024
 - Description: Completion of comprehensive engagement and communication plans to ensure all stakeholders are informed and engaged throughout the project lifecycle.
 - Performance Indicator: Delivery of finalised engagement and communication plans by the specified date.
2. Central Authority Implementation Planning
 - Target Date: December 2024
 - Description: Finalisation of detailed implementation planning for the Central Authority (CA), including governance frameworks, implementation roadmaps, and coordination protocols.
 - Performance Indicator: Submission and approval of CA implementation planning documents by the specified date.
3. Central Authority Roles Filled
 - Target Date: March 2025

- Description: Recruitment and appointment of all necessary roles within the Central Authority to ensure it is fully staffed and operational.
- Performance Indicator: All CA roles are filled, with staff in post by the specified date.

4. Central Authority Training Completion

- Target Date: April 2025
- Description: Completion of comprehensive training programs for all Central Authority staff to ensure they are fully equipped to perform their roles effectively.
- Performance Indicator: Delivery of training programs and confirmation of staff completion by the specified date.

Schedule 3: Supplier proposal

Specification 1 – AZP & HNDU Zoning Support: £1,650,000 excluding VAT;

Introduction

AECOM are experienced in delivering for the Advanced Zoning Program having worked on the previous iterations of AZP and we are currently delivering Outlines Business Cases for Stockport, Bolton and Oldham.

Our understanding and approach:

An indication of the tasks to be undertaken as part of Specification 1 are set out in the high level scope and work may include the following:

Work Package 1

- Review and update previous zoning and techno-economic feasibility work (where applicable).
- Undertake a data gap analysis to identify additional sources of information required to successfully deliver the project.
- Advise on project technical risks and opportunities.

Work Package 2

- Assessment of heat off-takers including the identification of heat demands required to connect within the area based on heat network zoning policy guidelines.
- Produce a high-level TEM (or populate a DESNZ-supplied TEM) to inform cost and commercialisation discussions.
- Investigation of potential new heat sources where these are prudent and necessary to support the project; and assessment of all heat sources where previous work is out of date.
- Produce a phased delivery plan working with the project manager to inform a program of activities for the successful technical delivery of the project.

Work Package 3

- Evaluation of technical evidence gaps in the business case development process.
- Support on the specification, evaluation and quality assurance of any technical or design work required to inform the business case.
- Support on soft market testing and evaluation of suitable framework or procurement routes.

We understand that at this stage the scope set out by the client is indicative in nature and will be set out in detail through a Work Package Order Form process at a later date. Therefore, we are unable to provide a detailed scope of work and will review work order forms when issued to us and evaluate them before committing to their delivery. We propose that we would develop a methodology to deliver each Work Package Order Form scope and

agree that scope (including subcontractors, if required) with the client before accepting or commencing a work order form.

Fee:

Based on the information provided in SPECIFICATION 1, we estimate our maximum fee for this scope of work to be **£1,650,000.00 (ex. VAT)**. This is based on our agreed framework rates, shown below.

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Team

As the exact nature of the work is unknown, our key team staff members are limited to Matthew Turner (Technical Lead) and Cornelius Kelleher (Project Manager). We will identify specific roles, as required, for each Work Package Order Form. We will draw upon our wide team to resource the remaining roles to deliver the Work Package Order Form scopes of work. Our indicative team with roles is shown below.

Name	Role/Grade	Scope
Key staff: Matthew Turner	Technical Lead / Director	Role and scope will be specific to the nature of each Work Package Order Form. Lead the delivery of Technical Support commissions and has responsibility for ensuring the technical robustness of delivered Work Packages
Key staff: Cornelius Kelleher	Project Manager / Associate Director	Role and scope will be specific to the nature of each Work Package Order Form. Provide day-to-day management including project management responsibilities such as main client contact, risk management, scheduling, financial control, reporting and quality assurance on the AZP.
N/A	Project Director / Director	Role and scope will be specific to the nature of each Work Package Order Form. The project Director will provide overall leadership, quality and escalation point for the client team.

Name	Role/Grade	Scope
N/A	Technical Support Lead / Associate Director	<p>Role and scope will be specific to the nature of each Work Package Order Form.</p> <p>Will provide additional capacity to lead Work packages. Will provide technical leadership and engagement with stakeholders.</p>
N/A	Technical Delivery and support / Principal Consultant	<p>Role and scope will be specific to the nature of each Work Package Order Form.</p> <p>Our pool of experienced Principal consultants will support the delivery of Work packages. The role may include TEM, energy modelling, analysis of heat sources/off-takers, design, stakeholder engagement, quality assurance and wider technical support such as gap-analysis and risk identification. Commercialisation support.</p> <p>May lead discrete sub-packages within Work Package Order Form</p>
N/A	Technical Delivery and support / Senior Consultant	<p>Role and scope will be specific to the nature of each Work Package Order Form.</p> <p>Our pool of experienced Senior consultants will support the delivery of Work packages. The role may include TEM, energy modelling, analysis of heat sources/off-takers, design, stakeholder engagement, quality assurance and wider technical support such as gap-analysis and risk identification. Commercialisation support.</p> <p>May lead discrete sub-packages within Work Package Order Form</p>
N/A	Technical Delivery and support / Consultant & Graduate Consultant	<p>Role and scope will be specific to the nature of each Work Package Order Form.</p> <p>Our pool of Consultants and Graduate Consultant will support the delivery of Work packages. The role may include TEM, energy modelling, analysis of heat sources/off-takers, design, stakeholder engagement, quality assurance and wider technical support such as gap-analysis and risk identification. Commercialisation support.</p>

Specification 2 – Central Authority and Zone Coordinator (CAZC) Implementation: £890,000 excluding VAT

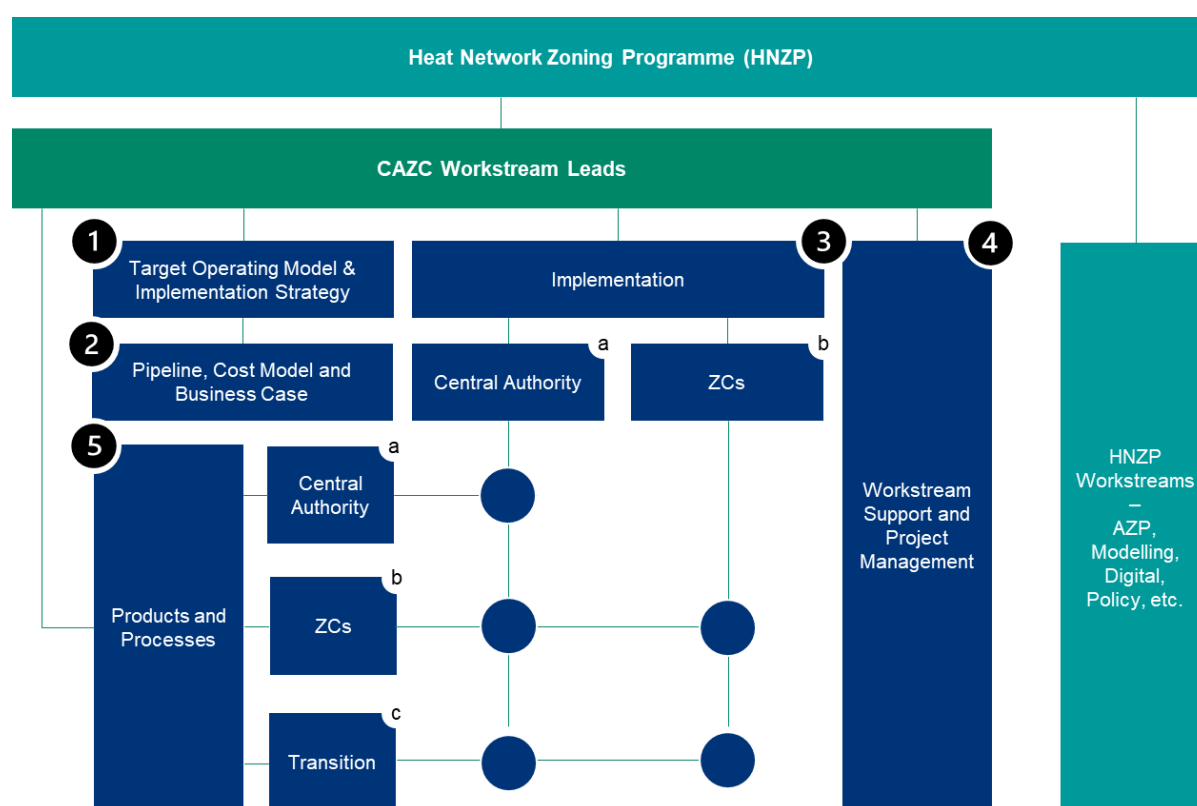
Introduction

Over the past eight months, AECOM has played a pivotal role in the Central Authority and Zoning Coordinator (CAZC) workstream. Our team has been deeply involved in the Target Operating Model (TOM), Implementation, and Workstream Management work packages, ensuring that all aspects of the project align seamlessly with strategic objectives. As we move into the next phase of delivery, we are excited to continue our partnership with the Department for Energy Security and Net Zero (DESNZ).

During Phase 1, our primary focus has been on refining the TOM, preparing for implementation, and managing the workstream and its respective work packages effectively. Following discussions with DESNZ, we have recognised the need to maintain our focus on these work packages as we transition into Phase 2.

In response to the evolving structure of the workstream and the feedback from DESNZ, we have made strategic adjustments to our resource configuration. Our proposal now includes a headcount of approximately 12 staff members, of which one is full-time (Jeremy Graham). This configuration equates to 7.35 Full-Time Equivalents (FTEs), with an average commitment of 0.6 FTE per team member.

Figure 1 | Workstream Structure



As we enter Phase 2, we anticipate a greater need for colocated working with DESNZ and Arup. This collaborative approach will be crucial for ensuring seamless communication, faster decision-making, and more integrated project execution. We have taken this requirement into careful consideration and adjusted our plans accordingly to facilitate effective on-site collaboration. Our team is prepared to work closely with DESNZ and Arup, fostering a cohesive and unified approach to achieving our shared objectives.

We are confident that these adjustments will enhance our capability to deliver on the objectives of Phase 2, and we look forward to continuing our successful collaboration with DESNZ to drive the project forward

Methodology

AECOM have focused their provision of service around 4 of the work packages shown in Figure 1 each with specific objectives and deliverables described below.

The aim is to provide services as part of an integrated team of DESNZ staff and consultants to continue the delivery of the Central Authority & Zone Coordinator (CAZC) workstream implementation strategy, resulting in:

- An operational Central Authority by 1 April 2025; and
- The necessary capability and readiness by 1 April 2025 for at least ten advanced local areas to be able to form Zone Coordinators within six months of zoning coming into force.

WP 1: Target Operating Model & Implementation Strategy

- **Objective:** Ensure the ongoing relevance of the Target Operating Model (TOM) by regularly updating and aligning it with the organisation's strategic objectives. Provide strategic support to enhance decision-making and implementation.
- **Key Deliverables:** The deliverables include regularly updating the Target Operating Model to align with strategic objectives, producing strategic alignment assessments, and conducting ongoing gap analysis. Stakeholder engagement sessions will provide feedback, informing action plans for TOM updates.

WP3.a: Implementation – Central Authority

- **Objective:** Establish and strengthen the central authority responsible for overseeing and coordinating the zoning system across England. Ensure consistent adherence to the Target Operating Model and strategic directives set out in the Implementation Strategy.
- **Key Deliverables:** Deliverables focus on creating a governance framework for the central authority, developing an implementation roadmap, and formulating coordination protocols. Training programs will equip staff, while a centralised reporting approach will track progress. Regular progress reports and review meetings will keep stakeholders informed.

WP3.b: Implementation – Zoning Coordinators

- **Objective:** Develop the necessary capability and readiness by 1 April 2025 for at least ten advanced local areas to be able to form Zone Coordinators within six months of zoning coming into force.
- **Key Deliverables:** Deliverables include defining roles and responsibilities for zoning coordinators, creating implementation guidelines, and providing necessary training. A communication framework will ensure coordination with the central authority, and localised implementation plans will align ZCs with strategic objectives. Regular feedback and performance reports will monitor progress.

WP4: Workstream Support & Project Management

- **Objective:** Provide comprehensive management and support for the work packages in the CAZC workstream to ensure the successful delivery of the zoning bodies. Facilitate coordination, monitor progress, and resolve issues across CAZC work packages and HNRP workstreams.
- **Key Deliverables:** Deliverables involve developing a governance structure for work packages, creating workstream plans and timelines, and optimising resource allocation. Risk management strategies will address potential issues, while regular status updates and performance reports will keep stakeholders informed. Issue resolution protocols and stakeholder engagement plans will ensure smooth interaction with other HNRP Workstreams.

1	3a	3b	4
Target Operating Model & Implementation Strategy	Implementation – Central Authority	Implementation – Zoning Coordinators	Workstream Support & Project Management
Conceptual Zoning TOM (CA & ZC)	Central authority recruitment & support of necessary HR processes	Change impact and readiness assessments and respective ZC designs per ZC in the pipeline	Workstream management & support (including administrative support and information management)
ZC Type TOMs (Primary, Optional & Additional)	Detailed implementation roadmap and change management support	Localised implementation plans and schedules, guidelines, and toolkits for ZCs.	Benefits and risk management
Conceptual TOM updates and alignment with Business Case, Implementation Strategy and Pipeline	Coordination protocols, communication, and engagement plans	Coordination protocols, communication, and engagement plans	Regular workstream status updates and performance reports
Day 0,1, Yr1 and Yr2 TOM updates and maintenance	Design and support training programs for central authority staff.	Design training programs for zoning coordinator staff.	Schedule management with issue/conflict resolution protocols and support mechanisms
	Centralised reporting and performance tracking.	Centralised reporting and performance tracking.	Interface and dependency management with broader HNRP

WP1: Target Operating Model & Implementation Strategy

The Target Operating Model & Implementation Strategy work package aims to ensure that the organisation's operational framework remains robust, agile, and aligned with evolving strategic objectives. This involves continuous monitoring, updating, and aligning of the TOM to meet business needs and drive efficient implementation of initiatives. The scope encompasses the development of conceptual and specific ZC TOMs, alignment with the Implementation Strategy, and phased updates and maintenance over an extended timeline. The deliverables include:

1. Development of Conceptual TOMs for Central Authority (CA) and Zoning Coordinators (ZC):
 - Create a high-level conceptual framework outlining the roles, responsibilities, and interactions between the Central Authority and Zoning Coordinators.
 - Ensure that the conceptual TOM supports the overarching organisational strategy and facilitates effective governance and operational oversight.
2. Creation of Specific TOMs for Different Types of Zoning Coordinators:
 - Develop detailed TOMs tailored for various types of Zoning Coordinators, categorised as Primary, Optional, and Additional.
 - Define the unique functions, processes, and performance expectations for each ZC type to ensure clarity and operational efficiency.
3. Conceptual TOM Updates and Alignment with Business Case, Implementation Strategy, and Pipeline:
 - Continuously update the conceptual TOM to reflect changes in the business case, implementation strategy, and zoning pipeline.
 - Align updates with strategic objectives and ensure that the TOM remains relevant and supportive of business goals.
 - Conduct thorough reviews to integrate feedback from key stakeholders and adapt the TOM to emerging trends and requirements.
4. Day 0, Day 1, Year 1, and Year 2 TOM Updates and Maintenance
 - Implement a structured schedule for updating and maintaining the TOM, starting from Day 0 (initial implementation) through Day 1, and extending into Year 1 and Year 2.
 - Ensure that each phase of updates incorporates lessons learned, stakeholder feedback, and performance data to enhance the TOM's relevance.

Provide detailed documentation and communication of each update phase to all relevant parties to maintain transparency and engagement.

WP3.a: Implementation – Central Authority

The Implementation – Central Authority work package is designed to establish and strengthen a central authority responsible for overseeing and coordinating the implementation of zoning across England. This ensures consistent adherence to the Target Operating Model and strategic directives. The scope includes recruitment, HR support, development of detailed implementation roadmaps, coordination protocols, comprehensive training, and centralised performance tracking.

1. Central Authority Recruitment & Support of Necessary HR Processes

- **Recruitment of Central Authority Personnel:** Support recruitment processes, identifying and hiring qualified personnel for the central authority. Ensure the selection of individuals with the right skills, experience, and alignment with the organisation's strategic goals.
- **HR Processes Support:** Provide ongoing support to HR to ensure smooth onboarding, integration, and development of central authority staff, complying with relevant HR policies and procedures.

2. Detailed Implementation Roadmap and Change Management Support

- **Development of a Comprehensive Implementation Roadmap:** Create a detailed roadmap outlining the steps, timelines, and milestones for implementing Central Authority capabilities. Ensure that the roadmap aligns with the organisation's strategic objectives and is adaptable to changes.
- **Change Management Support:** Provide support for managing change effectively, including stakeholder communication, impact assessment, and mitigation strategies. Facilitate smooth transitions and minimise disruptions during the implementation process.

3. Coordination Protocols, Communication, and Engagement Plans

- **Establishment of Coordination Protocols:** Develop protocols to coordinate activities across the different work packages and HNZZ workstreams, ensuring alignment and efficiency.
- **Communication Plans:** Formulate comprehensive communication plans to ensure clear, consistent, and timely information sharing. Utilise various communication channels to reach all relevant stakeholders effectively.
- **Engagement Plans:** Create engagement plans to actively involve stakeholders in the implementation process, fostering collaboration and buy-in.

4. Training Programs for Central Authority Staff

- **Development and Delivery of Training Programs:** Design training programs tailored to the needs of central authority staff, focusing on skills and knowledge required for effective implementation. Deliver ongoing training sessions to keep staff updated on best practices, new tools, and methodologies.
- **Continuous Learning and Development:** Provide opportunities for continuous learning and professional development to ensure that staff remain competent and motivated.

5. Centralised Reporting and Performance Tracking

- **Implementation of Centralized Reporting:** Establish centralised reporting to monitor progress and performance of implementation initiatives. Ensure that reporting provides accurate, real-time data and insights.

Performance Tracking: Develop key performance indicators (KPIs) to measure the success of implementation efforts. Regularly track and report on performance against these KPIs, making data-driven decisions to improve outcomes.

Figure 2 | Our Team will use the Prosci ADKAR Change Framework and use the digital platform Proxima to capture information and provide reporting on change management activities (accessible to client users).



WP3.b: Implementation – Zoning Coordinators

The Implementation – Zoning Coordinators work package is dedicated to preparing and empowering Zoning Coordinators (ZCs) to manage the localized development of zoning opportunities effectively. This initiative aims to ensure that by 1 April 2025, at least ten advanced local areas will have the capability and readiness to form Zone Coordinators within six months of zoning coming into force.

We have strategically aligned the AZP to this part of the CAZC workstream, recognising the importance of avoiding redundant efforts and capitalising on the depth of knowledge and connections established through the AZP. To ensure the interfaces between CAZC and AZP are efficient and effective, Alex MW will work closely with Sam E. Their collaboration will focus on maintaining seamless communication, coordinating activities, and resolving any potential conflicts.

1. Change Impact and Readiness Assessments and Respective ZC Designs per ZC in the Pipeline
 - **Change Impact Assessments:** Conduct thorough assessments to understand the impact of proposed changes on each Local Authority (LA). Identify potential challenges and opportunities arising from the changes.
 - **Readiness Assessments:** Evaluate the preparedness of each LA for the upcoming changes. Identify gaps and develop plans to address them.

- **ZC Designs:** Develop tailored designs for each Zoning Coordinator based on the assessments. Ensure that the designs align with the overall strategic objectives and support effective implementation.
2. Localised Implementation Plans and Schedules, Guidelines, and Toolkits for ZCs
 - **Implementation Plans and Schedules:** Develop detailed, localised implementation plans for each Zoning Coordinator. Create specific schedules with timelines and milestones to guide the implementation process.
 - **Guidelines and Toolkits:** Support the development of comprehensive guidelines and toolkits to assist Zoning Coordinators in executing their responsibilities. Ensure that the tools and guidelines are practical and easy to use.
 3. Coordination Protocols, Communication, and Engagement Plans
 - **Coordination Protocols:** Establish clear protocols for coordinating ZC mobilisation activities with AZP. Support the definition of processes for effective collaboration and information sharing and assisting with the establishment of these new ways of working.
 - **Communication Plans:** Develop communication plans with AZP to ensure consistent and clear messaging across ZCs. Utilise various communication channels to reach all relevant stakeholders.
 - **Engagement Plans:** Co-create plans with AZP to actively engage stakeholders in the implementation process. Foster collaboration and buy-in from all parties involved.
 4. Training Programs for Zoning Coordinator Staff
 - **Training Programs:** Design training programs tailored to the needs of Zoning Coordinators and their staff. Focus on building the skills and knowledge required for successful implementation.
 - **Continuous Learning:** Provide opportunities for ongoing learning and development. Keep staff updated on best practices, new tools, and methodologies.
 5. Centralised Reporting and Performance Tracking
 - **Centralised Reporting:** Implement centralised reporting to monitor the progress and performance of each ZC. Ensure that the approach provides accurate and 'real-time' data.
 - **Performance Tracking:** Develop key performance indicators (KPIs) to measure the success of the implementation efforts. Regularly track and report on performance against these KPIs, using data-driven insights to make necessary adjustments.

WP4: Workstream Support & Project Management

The Workstream Management & Support work package is designed to provide comprehensive oversight and assistance for the various work packages in the CAZC workstream. This includes administrative and information management support, benefits and risk management, regular status updates, issue resolution, and interface management with the broader Heat Network Zoning Programme (HNZP). The aim is to ensure seamless coordination, effective performance tracking, and successful execution of strategic initiatives across all workstreams.

1. Workstream Management & Support (Including Administrative Support and Information Management)

- **Administrative Support:** Provide administrative assistance to ensure smooth operation of all work packages (including meeting minutes, actions and decision logs). Manage scheduling, documentation, and communication needs for workstream activities. Provide support to contract and PO management.
- **Information Management:** Implement robust information management procedures to facilitate efficient data storage, retrieval, and sharing. Ensure that all workstream-related information is accurate, up-to-date, and accessible to relevant stakeholders.

2. Benefits and Risk Management

- **Benefits Management:** Identify and articulate the benefits associated with the workstream. Develop plans to realise and maximise these benefits throughout the workstream's lifecycle.
- **Risk Management:** Conduct risk assessments to identify potential threats to workstream success. Develop and implement risk mitigation strategies to address identified risks. Monitor and update risk management plans regularly to adapt to changing conditions.

3. Regular Workstream Status Updates and Performance Reports

- **Status Updates:** Provide regular updates on the progress of the workstream to keep stakeholders informed (including the management of a DAG forward look). Highlight key achievements, milestones reached, and any deviations from the plan.
- **Performance Reports:** Develop performance reports that track key metrics and indicators (including the burn rate of POs) for the workstream. Use these reports to provide data-driven insights and recommendations for improvement. Ensure transparency and accountability through consistent and accurate reporting.

4. Schedule Management with Issue/Conflict Resolution Protocols and Support Mechanisms

- **Schedule Management:** Develop and maintain a detailed schedule for the workstream, ensuring alignment with overall HNZZP timelines. Monitor adherence to the schedule and work with work package leads to adjust plans as necessary to accommodate changes.
- **Issue/Conflict Resolution Protocols:** Establish protocols for identifying and resolving issues or conflicts that arise during workstream execution. Provide support mechanisms to assist work packages in overcoming obstacles and maintaining progress. Document and communicate resolutions to ensure continuous improvement and knowledge sharing.

5. Interface and Dependency Management with Broader HNZZP

- **Interface Management:** Manage the interfaces between individual work packages and the broader HNZZP. Ensure effective coordination and communication across different parts of the programme.
- **Dependency Management:** Identify and manage dependencies between the CAZC and HNZZP workstreams to ensure seamless integration and alignment. Develop plans to address any interdependencies that could impact the success of the workstream and overall programme. Regularly review and update dependency management plans to reflect current statuses and future needs.

Resources

The Key resources to deliver are

Name	Role	Responsibilities
<div>Redacted under FOIA §</div> <div>Redacted under FOIA §</div>	<p>Workstream Delivery Lead</p> <p>&</p> <p>Workpackage 4 Lead</p>	<p>As set out in the objectives, activities, Key Deliverables against Workstream 4 above;</p> <ul style="list-style-type: none"> • Provide comprehensive management and support for the work packages in the CAZC workstream to ensure the successful delivery of the zoning bodies. Facilitate coordination, monitor progress, and resolve issues across CAZC work packages and HNZN workstreams. • Deliverables involve developing a governance structure for work packages, creating workstream plans and timelines, and optimising resource allocation. Risk management strategies will address potential issues, while regular status updates and performance reports will keep stakeholders informed. Issue resolution protocols and stakeholder engagement plans will ensure smooth interaction with other HNZN Workstreams. <p>In addition</p> <ul style="list-style-type: none"> • Provide the Single Point of Contact for CAZC Client Support Team • Attend and provide client rep role for the monthly consultant progress meetings • Coordinate and chair weekly Client update meetings • Coordinate and chair monthly Programme Performance meetings to ensure workpackages are delivering to their objectives • Liaison with the wider HNZN workstreams to make sure that findings from CAZC are fed back as required and outcomes from the HNZN workstreams are communicated out to the CAZC workstream • Advise HNZN/DESNZ leadership on strategic direction of CAZC • Support ad-hoc tasking as directed by the HNZN leadership team. • Monthly reporting into the HNZN Transition Project reporting drumbeat and presentation at monthly HNZNTP Coord meetings. • Oversight and management of risk at HNZNTP level, CAZC workstream level and Workpackage level working with the CAZC risk lead and HNZNTP PMO to escalate risks accordingly.
<div>Redacted under FOIA Section 4</div> <div>Redacted under FOIA Section 4</div>	<p>Implementation Lead</p>	<p>As set out in the objectives, activities, and Key Deliverables for;</p> <p>Workstream 1</p> <ul style="list-style-type: none"> • Ensure the ongoing relevance of the Target Operating Model (TOM) by regularly updating and aligning it with the organisation's strategic objectives. Provide

		<p>strategic support to enhance decision-making and implementation</p> <ul style="list-style-type: none"> The deliverables include regularly updating the Target Operating Model to align with strategic objectives, producing strategic alignment assessments, and conducting ongoing gap analysis. Stakeholder engagement sessions will provide feedback, informing action plans for TOM updates. <p>Workstream 3a</p> <ul style="list-style-type: none"> Establish and strengthen the central authority responsible for overseeing and coordinating the zoning system across England. Ensure consistent adherence to the Target Operating Model and strategic directives set out in the Implementation Strategy Deliverables focus on creating a governance framework for the central authority, developing an implementation roadmap, and formulating coordination protocols. Training programs will equip staff, while a centralised reporting approach will track progress. Regular progress reports and review meetings will keep stakeholders informed. <p>Workstream 3b</p> <ul style="list-style-type: none"> Develop the necessary capability and readiness by 1 April 2025 for at least ten advanced local areas to be able to form Zone Coordinators within six months of zoning coming into force. Deliverables include defining roles and responsibilities for zoning coordinators, creating implementation guidelines, and providing necessary training. A communication framework will ensure coordination with the central authority, and localised implementation plans will align ZCs with strategic objectives. Regular feedback and performance reports will monitor progress.
N/A	Technical Support Lead / Associate Director	<p>Role and scope will be specific to the nature of each Work Package.</p> <p>Will provide additional capacity to lead Work packages. Will provide technical leadership and engagement with stakeholders.</p>
N/A	Technical Delivery and support / Principal Consultant	<p>Role and scope will be specific to the nature of each Work Package.</p> <p>Our pool of experienced Principal consultants will support the delivery of Work packages. The role may include change management and implementation coordination.</p> <p>May lead discrete sub-packages within the Workstream.</p>
N/A	Technical Delivery and	<p>Role and scope will be specific to the nature of each Work Package.</p>

	support / Senior Consultant	<p>Our pool of experienced Senior consultants will support the delivery of Work packages. The role may include change management, implementation coordination and information management.</p> <p>May lead discrete sub-packages within the Workstream.</p>
N/A	Technical Delivery and support / Consultant & Graduate Consultant	<p>Role and scope will be specific to the nature of each Work Package.</p> <p>Our pool of Consultants and Graduate Consultant will support the delivery of Work packages. The role may include change management, implementation delivery and workstream support.</p>

Price

Our fee for providing the scope set out in this proposal is £890,000.00. Invoicing arrangements would be on a monthly schedule, agreed with the client.

Contract: DESNZ Heat Zoning (BE23183) Framework (Lot 2.2 – Technical Services)

Table 2 | Modular breakdown

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Assumptions

- **Fees** are exclusive of VAT.
- **Stakeholder Engagement:** Key stakeholders will be available for interviews, workshops, and feedback sessions as required.
- **Scale of ZC:** Is currently based on a core team and does not represent the full complement of support that may be required to implement all ZCs in the pipeline. The scale of support required will be determined through engagement with prioritised LAs.
- **Compliance & Regulations:** All recommendations made will be in line with industry regulations and standards. Any unique or additional compliance needs will be communicated by DESNZ.

- **Change Management:** There's a recognition that effective change may require adjustments to existing roles, responsibilities, or structures, and there's willingness from DESNZ to consider these changes.
- **Communication:** Regular communication channels will be maintained, and any significant updates or changes from either side will be communicated promptly.
- **Post-Project Support:** Any post-project support, maintenance, or further iterations not outlined in the original proposal will be considered out of scope and may require separate discussions and agreements.

Schedule 4: Variation Form

This form is to be used in order to change a contract in accordance with Clause C7-11 of the Framework Contract.

Contract Details		
This variation is between:	[insert name of Contracting Authority] ("the Contracting Authority") And [insert name of Supplier] ("the Supplier")	
Task Order Form name:	[insert name of Task Order Form to be changed] ("this Task Order Form")	
Task Order Form reference number:	[insert contract reference number]	
Details of Proposed Variation		
Variation initiated by:	[delete as applicable: Contracting Authority/Supplier]	
Variation number:	[insert variation number]	
Date variation is raised:	[insert date]	
Proposed variation		
Reason for the variation:	[insert reason]	
An Impact Assessment shall be provided within:	[insert number] days	
Impact of Variation		
Likely impact of the proposed variation:	[Supplier to insert assessment of impact]	
Outcome of Variation		
Task Order Form variation:	This Task Order Form detailed above is varied as follows: <ul style="list-style-type: none">• [Contracting Authority to insert original Clauses or Paragraphs to be varied and the changed clause]	
Financial variation:	Original Task Order Form Value:	£ [insert amount]
	Additional cost due to variation:	£ [insert amount]
	New Task Order Form value:	£ [insert amount]

1. This Variation must be agreed and signed by both Parties to this Task Order Form and shall only be effective from the date it is signed by the Contracting Authority.
2. Words and expressions in this Variation shall have the meanings given to them in this Task Order Form.
3. The Task Order Form, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Contracting Authority

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address

Schedule 5: Sustainability

“Waste Hierarchy”

means prioritisation of waste management in the following order of preference as set out in the Waste (England and Wales) Regulation 2011:

- (a) Prevention;
- (b) Preparing for re-use;
- (c) Recycling;
- (d) Other Recovery; and
- (e) Disposal.

Part A

1. Public Sector Equality Duty

- 1.1 In addition to legal obligations, where the Supplier is providing a Deliverable to which the Public Sector Equality duty applies, the Supplier shall support the Contracting Authority in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under this Contract in a way that seeks to:

1.1.1 eliminate discrimination, harassment or victimisation and any other conduct prohibited by the Equality Act 2010; and

1.1.2 advance:

-
- (a) equality of opportunity; and
 - (b) good relations,

between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

2. Employment Law

The Supplier must perform its obligations meeting the requirements of all applicable Law regarding employment.

3. Environmental Requirements

-
- 3.1 The Supplier must perform its obligations meeting in all material respects the requirements of all applicable Laws regarding the environment.
 - 3.2 In performing its obligations under this Contract, the Supplier shall, where applicable to this Contract, to the reasonable satisfaction of the Contracting Authority:

-
- 3.2.1 prioritise waste management in accordance with the Waste Hierarchy as set out in Law;
 - 3.2.2 be responsible for ensuring that any waste generated by the Supplier and sent for recycling, disposal or other recovery as a consequence of this Contract is taken by a licensed waste carrier to an authorised site for treatment or disposal and that the disposal or treatment of waste complies with the Law; and
 - 3.2.3 ensure that it and any third parties used to undertake recycling, disposal or other recovery as a consequence of this Contract do so in a legally compliant way, and can demonstrate that reasonable checks are undertaken to ensure this on a regular basis and provide relevant data and evidence of recycling, recovery and disposal.
-

- 3.3 In circumstances that a permit, licence or exemption to carry or send waste generated under this Contract is revoked, the Supplier shall cease to carry or send waste or allow waste to be carried by any Subcontractor until authorisation is obtained from the Environment Agency.
- 3.4 In performing its obligations under this Contract, the Supplier shall to the reasonable satisfaction of the Contracting Authority (where the anticipated Charges in any Contract Year are above £5 million per annum (excluding VAT)), where related to and proportionate

to the contract in accordance with PPN 06/21), publish and maintain a credible Carbon Reduction Plan in accordance with PPN 06/21.

- 3.5 The Supplier shall meet the applicable Government Buying Standards applicable to Deliverables which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>.

4. Supplier Code of Conduct

- 4.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government which can be found online at:

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.pdf

The Contracting Authority expects to meet, and expects its suppliers and subcontractors to meet, the standards set out in that Code.

5. Reporting

The Supplier shall comply with reasonable requests by the Contracting Authority for information evidencing compliance with any of the requirements in Paragraphs Public **Sector Equality Duty**-4 of this Part A above within fourteen (14) days of such request, provided that such requests are limited to [two (2)] per requirement per Contract Year.

Schedule 6: Key Supplier Staff

1 Key Supplier Staff

- 1.1 The Task Order Form lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date and the Task Order Form lists the Key Roles and names of persons who the Supplier shall appoint to fill those Key Roles as of the Task Order Form Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Task Order Form Period.
- 1.3 The Contracting Authority may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not remove or replace and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
 - 1.4.1 requested to do so by the Contracting Authority or the Contracting Authority approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
 - 1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
 - 1.5.1 notify the Contracting Authority promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
 - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
 - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) Months’ notice;
 - 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the delivery of the Task Order Form;
 - 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced;
 - 1.5.6 on written request from the Contracting Authority, provide a copy of the contract of employment or engagement (between the Supplier and Supplier staff) for every member of the Supplier staff made available to the Contracting Authority under the Task Order Form when providing deliverables under any the Task Order Form;
 - 1.5.7 on written request from the Contracting Authority, provide details of start and end dates of engagement for all Key Staff filling Key Roles under this Task Order Form.
- 1.6 The Contracting Authority may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Contracting Authority considers in any respect unsatisfactory. The Contracting Authority shall not be liable for the cost of replacing any Key Staff.

Schedule 7: Exit Management

1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement the Contract:

"Exclusive Assets"	Supplier Assets used exclusively by the Supplier or a Subcontractor in the provision of the deliverables;
"Exit Information"	has the meaning given to it in Paragraph 3.1 of this Schedule;
"Exit Manager"	the person appointed by each Party to manage their respective obligations under this Schedule;
"Net Book Value"	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice);
"Non-Exclusive Assets"	those Supplier Assets used by the Supplier or a Subcontractor in connection with the deliverables but which are also used by the Supplier or a Subcontractor for other purposes;
"Replacement Goods"	any goods which are substantially similar to any of the Goods and which the Contracting Authority receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Contracting Authority internally and/or by any third party;
"Replacement Services"	any services which are substantially similar to any of the Services and which the Contracting Authority receives in substitution for any of the Services following the End Date, whether those goods are provided by the Contracting Authority internally and/or by any third party;
"Transferable Assets"	Exclusive Assets which are capable of legal transfer to the Contracting Authority;
"Transferable Contracts"	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Contracting Authority or any replacement supplier to provide the deliverables or the Replacement Goods and/or Replacement

	Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given to it in Paragraph 8.2.1 of this Schedule;
"Transferring Contracts"	has the meaning given to it in Paragraph 8.2.3 of this Schedule; and

2. **Supplier must always be prepared for contract exit**

2.1 Not used

3. **Assisting re-competition for deliverables**

- 3.1 The Supplier shall, on reasonable notice, provide to the Contracting Authority and/or its potential replacement suppliers (subject to the potential replacement suppliers entering into reasonable written confidentiality undertakings), such information (including any access) as the Contracting Authority shall reasonably require in order to facilitate the preparation by the Contracting Authority of any invitation to tender and/or to facilitate any potential replacement suppliers undertaking due diligence (the **"Exit Information"**).
- 3.2 The Supplier acknowledges that the Contracting Authority may disclose the Supplier's Confidential Information (excluding the Supplier's or its Subcontractors' prices or costs) to an actual or prospective replacement supplier to the extent that such disclosure is necessary in connection with such engagement.
- 3.3 The Supplier shall provide complete updates of the Exit Information on an as-requested basis as soon as reasonably practicable and notify the Contracting Authority within five (5) Working Days of any material change to the Exit Information which may adversely impact upon the provision of any deliverables (and shall consult the Contracting Authority in relation to any such changes).
- 3.4 The Exit Information shall be accurate and complete in all material respects and shall be sufficient to enable a third party to prepare an informed offer for those deliverables; and not be disadvantaged in any procurement process compared to the Supplier.

4. **Exit Plan**

- 4.1 The Supplier shall, within two (2) Months after the Date of this Task Order Form, deliver to the Contracting Authority a plan which complies with the requirements set out in Paragraph 4.3 of this Schedule and is otherwise reasonably satisfactory to the Contracting Authority (the **"Exit Plan"**).
- 4.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission pursuant to Paragraph 4.1, then they should follow the process for disputes outlined in the Contract.
- 4.3 The Exit Plan shall set out, as a minimum:
 - 4.3.1 how the Exit Information is obtained;

- 4.3.2 a mechanism for dealing with partial termination on the assumption that the Supplier will continue to provide the remaining deliverables under this Task Order Form;
 - 4.3.3 the management structure to be employed during the Termination Assistance Period;
 - 4.3.4 a detailed description of both the transfer and cessation processes, including a timetable;
 - 4.3.5 how the deliverables will transfer to the replacement supplier and/or the Contracting Authority;
 - 4.3.6 details of any contracts which will be available for transfer to the Contracting Authority and/or the replacement supplier upon the Expiry Date together with any reasonable costs required to effect such transfer;
 - 4.3.7 the scope of Termination Assistance that may be required for the benefit of the Contracting Authority (including which services set out in Annex 1 are applicable);
 - 4.3.8 how Termination Assistance will be provided, including a timetable and critical issues for providing Termination Assistance;
 - 4.3.9 any charges that would be payable for the provision of Termination Assistance (calculated in accordance with Paragraph 4.4 below) together with a capped estimate of such charges;
 - 4.3.10 proposals for the training of key members of the replacement supplier's staff in connection with the continuation of the provision of the deliverables following the expiry of this Task Order Form;
 - 4.3.11 proposals for providing the Contracting Authority or a replacement supplier copies of all documentation relating to the use and operation of the deliverables and required for their continued use;
 - 4.3.12 proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the deliverables;
 - 4.3.13 proposals for the identification and return of all Contracting Authority Property in the possession of and/or control of the Supplier or any third party;
 - 4.3.14 proposals for the disposal of any redundant deliverables and materials;
 - 4.3.15 how the Supplier will ensure that there is no disruption to or degradation of the deliverables during the Termination Assistance Period; and
 - 4.3.16 any other information or assistance reasonably required by the Contracting Authority or a replacement supplier.
- 4.4 Any charges payable as a result of the Supplier providing Termination Assistance shall be calculated and charged in accordance with the Contract. The Supplier shall be entitled to increase or vary the charges only if it can demonstrate in the Exit Plan that the provision of Termination Assistance requires additional resources and, in any event, any change to the Charges resulting from the provisions of

Termination Assistance will be strictly proportionate to the level of resources required for the provision of the Termination Assistance Services.

4.5 The Supplier shall:

4.5.1 maintain and update the Exit Plan (and risk management plan) no less frequently than:

every six (6) months throughout the duration of the Task Order Form;

(a) no later than twenty (20) Working Days after a request from the Contracting Authority for an up-to-date copy of the Exit Plan;

(b) as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;

(c) as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material change to the deliverables (including all changes under the Variation Procedure); and

4.5.2 jointly review and verify the Exit Plan if required by the Contracting Authority and promptly correct any identified failures.

4.6 Only if (by notification to the Supplier in writing) the Contracting Authority agrees with a draft Exit Plan provided by the Supplier under Paragraph 4.2 or 4.4 (as the context requires), shall that draft become the Exit Plan for this Contract.

4.7 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

5. **Termination Assistance**

5.1 The Contracting Authority shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "**Termination Assistance Notice**") at least four (4) Months prior to the expiry of the Task Order Form or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a Termination Notice. The Termination Assistance Notice shall specify:

5.1.1 the nature of the Termination Assistance required; and

5.1.2 the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the End Date.

5.2 The Contracting Authority shall have an option to extend the Termination Assistance Period beyond the initial period specified in the Termination Assistance Notice in one or more extensions, in each case provided that:

5.2.1 no such extension shall extend the Termination Assistance Period beyond the date eighteen (18) Months after the end of the Task Order Form; and

- 5.2.2 the Contracting Authority shall notify the Supplier of any such extension by serving not less than twenty (20) Working Days' written notice upon the Supplier.
- 5.3 The Contracting Authority shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.
- 5.4 In the event that Termination Assistance is required by the Contracting Authority but at the relevant time the parties are still agreeing an update to the Exit Plan pursuant to Paragraph 4, the Supplier will provide the Termination Assistance in good faith and in accordance with the principles in this Schedule and the last Contracting Authority approved version of the Exit Plan (insofar as it still applies).

6. Termination Assistance Period

- 6.1 Throughout the Termination Assistance Period the Supplier shall:
 - 6.1.1 continue to provide the deliverables (as applicable) and otherwise perform its obligations under this Contract and, if required by the Contracting Authority, provide the Termination Assistance;
 - 6.1.2 provide to the Contracting Authority and/or its replacement supplier any reasonable assistance and/or access requested by the Contracting Authority and/or its replacement supplier including assistance and/or access to facilitate the orderly transfer of responsibility for and conduct of the deliverables to the Contracting Authority and/or its replacement supplier;
 - 6.1.3 use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Contracting Authority;
 - 6.1.4 subject to Paragraph 6.3, provide the deliverables and the Termination Assistance at no detriment to the Service Levels, the provision of the Management Information or any other reports nor to any other of the Supplier's obligations under this Contract;
 - 6.1.5 at the Contracting Authority's request and on reasonable notice, deliver up-to-date contents of the Virtual Library to the Contracting Authority; and
 - 6.1.6 seek the Contracting Authority's prior written consent to access any Contracting Authority premises from which the de-installation or removal of Supplier Assets is required.
- 6.2 If it is not possible for the Supplier to reallocate resources to provide such assistance as is referred to in Paragraph 6.1.2 without additional costs to the Contracting Authority, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.
- 6.3 If the Supplier demonstrates to the Contracting Authority's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more particular Service Levels, the Parties shall vary the relevant Service Levels and/or the applicable Service Credits accordingly.

7. Obligations when the contract is terminated

- 7.1 The Supplier shall comply with all of its obligations contained in the Exit Plan.
- 7.2 Upon termination or expiry or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the deliverables and the Termination Assistance), the Supplier shall:
 - 7.2.1 cease to use the Government Data;
 - 7.2.2 vacate any Contracting Authority Premises;
 - 7.2.3 remove the Supplier Equipment together with any other materials used by the Supplier to supply the deliverables and shall leave the Sites in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Sites or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier;
 - 7.2.4 provide access during normal working hours to the Contracting Authority and/or the replacement supplier for up to twelve (12) Months after expiry or termination to:
 - (a) such information relating to the deliverables as remains in the possession or control of the Supplier; and
 - (b) such members of the Supplier Staff as have been involved in the design, development and provision of the deliverables and who are still employed by the Supplier, provided that the Contracting Authority and/or the replacement supplier shall pay the reasonable costs of the Supplier actually incurred in responding to such requests for access.
- 7.3 Upon partial termination, termination or expiry (as the case may be) or at the end of the Termination Assistance Period (or earlier if this does not adversely affect the Supplier's performance of the Services and the Termination Assistance and its compliance with the other provisions of this Schedule), each Party shall return to the other Party (or if requested, destroy or delete) all Confidential Information of the other Party in respect of the terminated Services and shall certify that it does not retain the other Party's Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or Termination Assistance or for statutory compliance purposes.

8. Assets, Sub-contracts and Software

- 8.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Supplier shall not, without the Contracting Authority's prior written consent:
 - 8.1.1 terminate, enter into or vary any Sub-contract or licence for any software in connection with the deliverables; or
 - 8.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Supplier Assets or acquire any new Supplier Assets.

- 8.2 Within twenty (20) Working Days of receipt of the up-to-date contents of the Virtual Library provided by the Supplier, the Contracting Authority shall notify the Supplier setting out:
- 8.2.1 which, if any, of the Transferable Assets the Contracting Authority requires to be transferred to the Contracting Authority and/or the replacement supplier ("**Transferring Assets**");
- 8.2.2 which, if any, of:
- (a) the Exclusive Assets that are not Transferable Assets; and
- (b) the Non-Exclusive Assets,
- the Contracting Authority and/or the replacement supplier requires the continued use of; and
- 8.2.3 which, if any, of Transferable Contracts the Contracting Authority requires to be assigned or novated to the Contracting Authority and/or the replacement supplier (the "**Transferring Contracts**"), in order for the Contracting Authority and/or its replacement supplier to provide the deliverables from the expiry of the Termination Assistance Period. The Supplier shall provide all reasonable assistance required by the Contracting Authority and/or its replacement supplier to enable it to determine which Transferable Assets and Transferable Contracts are required to provide the deliverables or the Replacement Goods and/or Replacement Services. Where requested by the Supplier, the Contracting Authority and/or its replacement supplier shall discuss in good faith with the Supplier which Transferable Contracts are used by the Supplier in matters unconnected to the Services or Replacement Services.
- 8.3 With effect from the expiry of the Termination Assistance Period, the Supplier shall sell the Transferring Assets to the Contracting Authority and/or the replacement supplier for their Net Book Value less any amount already paid for them through the Charges.
- 8.4 Risk in the Transferring Assets shall pass to the Contracting Authority or the replacement supplier (as appropriate) at the end of the Termination Assistance Period and title shall pass on payment for them.
- 8.5 Where the Contracting Authority and/or the replacement supplier requires continued use of any Exclusive Assets that are not Transferable Assets or any Non-Exclusive Assets, the Supplier shall as soon as reasonably practicable:
- 8.5.1 procure a non-exclusive, perpetual, royalty-free licence for the Contracting Authority and/or the replacement supplier to use such assets (with a right of sub-licence or assignment on the same terms); or failing which
- 8.5.2 procure a suitable alternative to such assets, the Contracting Authority or the replacement supplier to bear the reasonable proven costs of procuring the same.
- 8.6 The Supplier shall as soon as reasonably practicable assign or procure the novation of the Transferring Contracts to the Contracting Authority and/or the replacement supplier. The Supplier shall execute such documents and provide

such other assistance as the Contracting Authority reasonably requires to effect this novation or assignment.

8.7 The Contracting Authority shall:

8.7.1 accept assignments from the Supplier or join with the Supplier in procuring a novation of each Transferring Contract; and

8.7.2 once a Transferring Contract is novated or assigned to the Contracting Authority and/or the replacement supplier, discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that the replacement supplier does the same.

8.8 The Supplier shall hold any Transferring Contracts on trust for the Contracting Authority until the transfer of the relevant Transferring Contract to the Contracting Authority and/or the replacement supplier has taken place.

8.9 The Supplier shall indemnify the Contracting Authority (and/or the replacement supplier, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Transferring Contract which is assigned or novated to the Contracting Authority (and/or replacement supplier) pursuant to Paragraph 8.6 in relation to any matters arising prior to the date of assignment or novation of such Transferring Contract.

9. No charges

Unless otherwise stated, the Contracting Authority shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with this Schedule.

10. Dividing the bills

All outgoings, expenses, rents, royalties and other periodical payments receivable in respect of the Transferring Assets and Transferring Contracts shall be apportioned between the Contracting Authority and/or the Replacement and the Supplier as follows:

the amounts shall be annualised and divided by three hundred and sixty five (365) to reach a daily rate;

the Contracting Authority or replacement supplier (as applicable) shall be responsible for or entitled to (as the case may be) that part of the value of the invoice pro rata to the number of complete days following the transfer, multiplied by the daily rate; and

the Supplier shall be responsible for or entitled to (as the case may be) the rest of the invoice.

Annex 1: Scope of Termination Assistance

1. Scope of Termination Assistance

1.1 The Contracting Authority may specify that any of the following services will be provided by the Supplier as part of its Termination Assistance:

1.1.1 notifying the Subcontractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;

1.1.2 providing assistance and expertise as necessary to examine all operational and business processes (including all supporting documentation) in place and re-writing and implementing processes and procedures such that they are appropriate for use by the Contracting Authority and/or the replacement supplier after the end of the Termination Assistance Period;

1.1.3 providing details of work volumes and staffing requirements over the twelve (12) Months immediately prior to the commencement of Termination Assistance;

1.1.4 providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the deliverables and re-writing and implementing these during and for a period of twelve (12) Months after the Termination Assistance Period;

1.1.5 providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the deliverables and re-writing and implementing these such that they are appropriate for the continuation of provision of the deliverables after the Termination Assistance Period;

1.1.6 agreeing with the Contracting Authority an effective communication strategy and joint communications plan which sets out the implications for Supplier Staff, Contracting Authority staff, customers and key stakeholders;

1.1.7 not used;

1.1.8 providing an information pack listing and describing the deliverables for use by the Contracting Authority in the procurement of the Replacement Deliverables;

1.1.9 answering all reasonable questions from the Contracting Authority and/or the replacement supplier regarding the deliverables;

1.1.10 agreeing with the Contracting Authority and/or the replacement supplier a plan for the migration of the Government Data to the Contracting Authority and/or the replacement supplier;

1.1.11 providing access to the Contracting Authority and/or the replacement supplier during the Termination Assistance Period and for a period not exceeding six (6) Months afterwards for the purpose of the smooth transfer of the provision of the deliverables to the Contracting Authority and/or the replacement supplier:

(a) to information and documentation relating to the deliverables that is in the possession or control of the Supplier or its Subcontractors (and the Supplier agrees and will procure that its Subcontractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and

(b) following reasonable notice and during the Supplier's normal business hours, to members of the Supplier Staff who have been involved in the provision or management of the provision of the deliverables and who are still employed or engaged by the Supplier or its Subcontractors, including those employees filling the relevant Key Staff positions and Key Staff with specific knowledge in respect of the Exit Plan;

1.1.12 knowledge transfer services, including:

(a) making available to the Contracting Authority and/or the replacement supplier expertise to analyse training requirements and provide all necessary training for the use of tools by such staff at the time of termination or expiry as are nominated by the Contracting Authority and/or the replacement supplier (acting reasonably);

(b) transferring all training material and providing appropriate training to those Contracting Authority and/or replacement supplier staff responsible for internal training in connection with the provision of the deliverables;

- (c) providing as early as possible for transfer to the Contracting Authority and/or the replacement supplier of all knowledge reasonably required for the provision of the deliverables which may, as appropriate, include information, records and documents;
- (d) providing the Supplier and/or the replacement supplier with access to sufficient numbers of the members of the Supplier Staff or Subcontractors' personnel of suitable experience and skill and as have been involved in the design, development, provision or management of provision of the deliverables and who are still employed or engaged by the Supplier or its Subcontractors; and
- (e) allowing the Contracting Authority and/or the replacement supplier to work alongside and observe the performance of the Services by the Supplier at its Sites used to fulfil the Services (subject to compliance by the Contracting Authority and the replacement supplier with any applicable security and/or health and safety restrictions, and any such person who is provided with knowledge transfer services will sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require)).

1.2 The Supplier will:

- 1.2.1 provide a documented plan relating to the training matters referred to in Paragraph 1.1.12 for agreement by the Contracting Authority at the time of termination or expiry of this Contract; and
- 1.2.2 co-operate fully in the execution of the handover plan agreed pursuant to Paragraph 1.1.7, providing skills and expertise of a suitable standard.

1.3 To facilitate the transfer of knowledge from the Supplier to the Contracting Authority and/or its replacement supplier, the Supplier shall provide a detailed explanation of the procedures and operations used to provide the Services to the operations staff of the Contracting Authority and/or the replacement supplier.

1.4 The information which the Supplier will provide to the Contracting Authority and/or the replacement supplier pursuant to Paragraph 1.1.11 shall include:

- 1.4.1 copies of up-to-date procedures and operations manuals;
- 1.4.2 product information;
- 1.4.3 agreements with third party suppliers of goods and services which are to be transferred to the Contracting Authority and/or the replacement supplier; and
- 1.4.4 key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Contracting Authority pursuant to this Schedule, and such information shall be updated by the Supplier at the end of the Termination Assistance Period.

1.5 During the Termination Assistance Period the Supplier shall grant any agent or personnel (including employees, consultants and suppliers) of the replacement supplier and/or the Contracting Authority access, during business hours and upon reasonable prior written notice, to any Sites for the purpose of effecting a prompt knowledge transfer provided that:

- 1.5.1 any such agent or personnel (including employees, consultants and suppliers) having such access to any Sites shall:
 - (a) sign a confidentiality undertaking in favour of the Supplier (in such form as the Supplier shall reasonably require); and
 - (b) during each period of access comply with the security, systems and facilities operating procedures of the Supplier relevant to such Site and that the Contracting Authority deems reasonable; and
- 1.5.2 the Contracting Authority and/or the replacement supplier shall pay the reasonable, proven and proper costs of the Supplier incurred in facilitating such access.

Schedule 8: Contract Management

1. Definitions

In this Schedule, the following words shall have the following meanings and they shall supplement the Contract:

- "Operational Board"** the board established in accordance with Paragraph 4.1 of this Schedule;
- "Project Manager"** the manager appointed in accordance with Paragraph 2.1 of this Schedule;

2. Project Management

1. The Supplier and the Contracting Authority shall each appoint a Project Manager for the purposes of this Task Order Form through whom the provision of the Services and the Deliverables shall be managed day-to-day.
2. The Parties shall ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Task Order Form can be fully realised.
3. Without prejudice to Paragraph 4 below, the Parties agree to operate the boards specified as set out in the Annex to this Schedule.

3. Role of the Supplier Project Manager

1. The Supplier Project Manager shall be:
 1. the primary point of contact to receive communication from the Contracting Authority and will also be the person primarily responsible for providing information to the Contracting Authority;
 2. able to delegate his position to another person at the Supplier but must inform the Contracting Authority before proceeding with the delegation and it will be delegated person's responsibility to fulfil the Project Manager's responsibilities and obligations;
 3. able to cancel any delegation and recommence the position himself; and
 4. replaced only after the Contracting Authority has received notification of the proposed change.
2. The Contracting Authority may provide revised instructions to the Supplier's Project Manager in regards to this Task Order Form and it will be the Supplier Project Manager's responsibility to ensure the information is provided to the Supplier and the actions implemented.
3. Receipt of communication from the Supplier Project Manager by the Contracting Authority does not absolve the Supplier from its responsibilities, obligations or liabilities under this Contract.

4. Role of The Operational Board

1. The Operational Board shall be established by the Contracting Authority for the purposes of this Contract on which the Supplier and the Contracting Authority shall be represented.
2. The Operational Board members, frequency and location of board meetings and planned start date by which the board shall be established are set out in Annex to the Schedule.
3. In the event that either Party wishes to replace any of its appointed board members, that Party shall notify the other in writing for approval by the other Party (such approval not to be unreasonably withheld or delayed). Each Contracting Authority board member shall have at all times a counterpart Supplier board member of equivalent seniority and expertise.
4. Each Party shall ensure that its board members shall make all reasonable efforts to attend board meetings at which that board member's attendance is required. If any board member is not able to attend a board meeting, that person shall use all reasonable endeavours to ensure that a delegate attends the

Operational Board meeting in his/her place (wherever possible) and that the delegate is properly briefed and prepared and that he/she is debriefed by such delegate after the board meeting.

5. The purpose of the Operational Board meetings will be to review the Supplier's performance under this Task Order Form. The agenda for each meeting shall be set by the Contracting Authority and communicated to the Supplier in advance of that meeting.

5. Contract Risk Management

1. Both Parties shall pro-actively manage risks attributed to them under the terms of this Task Order Form.

2. The Supplier shall develop, operate, maintain and amend, as agreed with the Contracting Authority, processes for:

1. the identification and management of risks;
2. the identification and management of issues; and
3. monitoring and controlling project plans.

3. The Supplier allows the Contracting Authority to inspect at any time within working hours the accounts and records which the Supplier is required to keep.

4. The Supplier will maintain a risk register of the risks relating to this Task Order Form which the Contracting Authority and the Supplier have identified.

Annex: Operational Boards

The Parties agree to operate the following boards at the locations and at the frequencies set out below:

As agreed by the Parties