

Term Service Delivery Agreement (NEC3 Professional Services Contract)

Appendix 1

Annex 1 - Service Request Form

Service Request Proposal

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

This Service Request Proposal is formed of 4 parts:

- Part A: Outline Service Requirements, which captures your service needs and desired approach,
- Part B: Pre-Engagement Activity Checklist, identifying any activities required to enable our proposal and price to be presented,
- Part C: Detailed Service Requirements, identifying your key value drivers, inc. Social Value and measures of VfM captured within our comprehensive service delivery proposal,
- Part D: Statement of Key Outputs, setting out the deliverables from the pre-engagement stage.

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

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

Part A - Outline Service Requirements

Client Name Department for Work and Pensions

Commission No. 4403 Commission Name (Title) Term Service Contract - Critical Security

Infrastructure Programme

LS2 7UA

REDACTED

Contact

Commission Description Project Management Office, RPM's and Commission Postcode

> Commercial Management Professional Services to support DWP's Critical Security

Infrastructure (CSI)

REDACTED Client Contact Email REDACTED Client Contact Name

Client Contact Position Commercial Lead - Estates Category

Management

Lead Partner - Company Name Gleeds Cost Management Commission Lead

REDACTE

Client Contact Telephone

Number

D Name Commission Lead Contact REDACTED

Email Commission Lead Contact **REDACTE**

D Mobile

Main Contract Type Option G NEC3 Professional Service Contract Commission Region National (Term Service DA)

Client estimated budget for 5,000,000.00 Lead Partner's NEC3 Project REDACTED

Commission £ Manager

Client anticipated start date 01 Jul 2022 Client anticipated end date 30 Sep 2024

Has a Client's draft/outline programme been appended?

Other Document Upload 1 NEW Z Clauses .docx (27 KB)

Other Document Upload 2 Other Document Upload 3

Has a Client's Project Brief Yes

been appended?

Client's Requirements and Scope for Perfect Circle v.7FINAL ISSUED 06.10.2022 - CSI

(003).pdf (721 KB)

If yes, please provide commentary

Has a Scheme Layout been No

appended?

Are there Client Proposed Yes

Organisations?

Document Upload 1___

schedule 6 clause 3.pdf (84 KB)

Email 14.09.2022 Confirming acceptance to Document Upload 1

Comments

Document Upload 2 Document Upload 2

Comments

If yes, upload document

Document Upload 3 Document Upload 3

Comments

Part B - Pre-Engagement Activity Checklist

Are Pre-Engagement Matters **No** required?

Part C - Detailed Service Requirements

1.1 Project Critical Security Infrastructure Programme: This programme is focused on upgrading and modernisation of security equipment and

Overview/Background systems across the Client's estate

Critical Security Infrastructure Programme: Upgrading and modernisation of security equipment and systems across 1.2 Objectives/Outcomes

the Client's Estate

2.0 Health, Welfare, Safety,

Environment and Sustainability

Considerations

3.0 Value for Money Statement

No requirements for BREEAM or similar identified by the Client.

The client has selected the following Value Drivers that best match its organisation's key objectives for the successful delivery of the commission. These should be referenced by the Client during any subsequent feedback to gauge whether Value for Money has been achieved.

Value for Money Driver (1) 1) Speed of appointment and delivery

Value for Money Driver (2) 2) Access to specialist / local supply chains

Value for Money Driver (3) 8) Collaborative working

Client specific Value for Money None

Driver

4.0 Sub-consultant Selection Del Bosque Limited are to be used as a Client Proposed Organisation.

and Competitive Tender Award

Criteria

5.0 Appointment of Principal Not applicable to this commission

Designer

6.0 Task Schedule See Appendix C.

7.0 Delivery Team Gleeds Cost Management Limited and Del Bosque Limited.

Delivery Team - document

upload

Delivery Agreement Professional Services Contract Model

8.0 Delivery Agreement Option G NEC3 Professional Service Contract (Term Service DA)

Professional Service Contract Model. A description of the contracting options available to you can be found in Appendix B. We are proposing that this appointment is placed using the following:

Appendix A

Scope of Service: Not Used

Appendix B

NEC Professional Services Contract Options

Introduction

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

The four Model Delivery Agreements available are:

1:NEC4 Professional Services Short Contract (PSSC)- Short Service Delivery Agreement

2:NEC4 Professional Services Contract (PSC) Option A - Priced Contract with Activity Schedule

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

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

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

1: NEC4 Professional Services Short Contract (PSSC)

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

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

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

Priced Contract with Activity Schedule

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

The Client carries some risk through the compensation event procedures.

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

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

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

Target Contract

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

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

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

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

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

4: NEC3 Professional Service Contract Option G

Term Contract

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

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

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

Summary

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

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

Appendix C - Task Schedule

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

Background / Project Information

Project Management Office, RPM's and Commercial Management Professional Services to support DWP's Critical Security

Infrastructure (CSI)

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

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

| Task Schedule | | | | | | |
|-----------------------------|---------------------------------|------------|------------------------------|-------------------------|-----------------------|---------------------------|
| Task No | Task Description | Location | Services | Estimated Start Date | Estimated End Date | Indicative Fee Value £ |
| CSI - DB - FY2022/23 | Programme Assurance | Midlands | Non-Core, Project Manager | 01 Jul 2022 | 31 Mar 2023 | REDACTED |
| CSI - DB - FY2023/24 | Programme Assurance | Midlands | Non-Core, Project Manager | 03 Apr 2023 | 29 Mar 2024 | |
| CSI - DB - FY2024/25 | Programme Assurance | Midlands | Non-Core, Project Manager | 01 Apr 2024 | 30 Sep 2024 | |
| CSI - DB RPM - FY2024/25 | Additional RPM | Midlands | Non-Core, Project Manager | 01 Apr 2024 | 30 Sep 2024 | |
| CSI - DB RPM FY2022/23 | Additional RPM | Midlands | Non-Core, Project Manager | 01 Oct 2022 | 31 Mar 2023 | |
| CSI - DB RPM FY2023/24 | Additional RPM | Midlands | Non-Core, Project Manager | 01 Apr 2023 | 29 Mar 2024 | |
| CSI - PMO - FY2022/23 | Project Management Office | Nottingham | Project Manager | 01 Jul 2022 | 31 Mar 2023 | |
| CSI - PMO - FY2023/24 | Project Management Office | Nottingham | Project Manager | 03 Apr 2023 | 29 Mar 2024 | |
| CSI - PMO - FY2024/25 | Project Management Office | Nottingham | Project Manager | 01 Apr 2024 | 30 Sep 2024 | |
| CSI - QS - FY2022/23 | Cost Consultant | National | Quantity Surveyor | 01 Jul 2022 | 31 Mar 2023 | |
| CSI - QS - FY2023/24 | Cost Consultant | National | Quantity Surveyor | 03 Apr 2023 | 29 Mar 2024 | |
| CSI - QS - FY2024/25 | Cost Consultant | National | Quantity Surveyor | 01 Apr 2024 | 30 Sep 2024 | |

Appendix D - CVs for Key Staff

CV Document Upload (1)_____REDACTED

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

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

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

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

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

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

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| Contract Schedule 1 - The Statement of Requirements and Scope |
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| Due many and Commencial Management Duefocaional Comicae (a comment |
| Programme and Commercial Management Professional Services to support DWP's Critical Security Infrastructure (CSI) Programme |
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1. Background to the Client

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

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

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

2. Background to the Client's Requirements

a. Options Paper Rollout Programme (OPRO) and Critical Security Infrastructure (CSI)

The Client's existing electronic security systems have been in place since the early 2000s and are now obsolete, irreparable and do not meet government minimum standards. The systems frequently fail, preventing sites opening and/or creating safety vulnerabilities. The systems also have a short shelf-life as they rely on analogue telephony for communication, which will be withdrawn by the end of 2024. This will render the systems unable to communicate serious incidents off site to enable a proportionate response to take place.

Given the risks this poses to the security of the Client's staff and customer safety, as well as the Client's data and assets, Critical Security Infrastructure (formerly Security Transformation) is a key strategic priority for the Client, forming a major element of the Client's Spending Review (SR) 21 bid. Funding for this programme (in part) was granted as part of the Clients SR21 settlement from HMT. Allocation of the settlement is currently being worked on with final budgets expected to be approved during April/May 2022.

There will be an initial security upgrade comprising of a limited suite of equipment installed under a smaller legacy equipment replacement project Options Paper Rollout Programme (OPRO) which will begin in February 2022 and is scheduled to complete in September 2022. This comprises of "quickwins" to de-risk security related items on the Client's Executive Team's risk register. During 2022, the OPRO project will run alongside the Critical Security Infrastructure (CSI) transformation programme. The transformation programme will factor in additional security equipment and systems upgrades not include within OPRO. The CSI programme is expected to launch in April 2022 and continue until March 2025, although may run up to March 2026. The expected Capital

Works Expenditure is £180m across approximately 605 sites for both the OPRO and the CSI programmes.

OPRO Programme

The OPRO programme involves the replacement and upgrading of specific security equipment and connectivity at approximately 605 sites, broken down as follows:

| Security Work Required | No of Affected Sites |
|---|----------------------|
| Replacement of the automated access control door (AEGIS – AMAG); | c326 |
| Installation of Video Surveillance System (VSS) that incorporates entrance door CCTV/Monitor; and | |
| Intruder Detection System (IDS) signalling device upgrade with connectivity. | |
| Installation of Video Surveillance System (VSS) that incorporates entrance door CCTV and Monitor; and | c279 |
| Intruder Detection System (IDS) signalling upgrade with connectivity. | |

The Consultant is expected to have minimal involvement in the OPRO programme given the timing of contract award and expected programme completion in September 2022. The Client may require support during the life of the contract to mitigate any risks attached to the legacy equipment.

CSI Programme

This programme is focused on upgrading and modernisation of security equipment and systems across the Client's estate which does not include the OPRO programme of works. The Client's strategy is to reduce the size of the estate by c15% which creates the reduction in the estate to 605. At this time, the reduction is not fully understood against specific sites.

The programme involves replacement/installation and upgrading of security equipment including:

| Security Work Required | No of Affected Sites |
|---|----------------------|
| Automated Access Control Door Full Upgrade (AEGIS – AMAG) | c605 |
| Site Wide Video Surveillance System (VSS) Full Upgrade | c605 |
| Panic Alarm Full Upgrade | c605 |

| IDS Full Upgrade | c605 |
|------------------------|------|
| Key Management Upgrade | c605 |

The table below provides information regarding the nature of the Client's expected breakdown of sites across each financial year in the programme. Please note that this is subject to change, and the Client is already aware that approximately 60 sites initially expected to complete in FY22/23 will need to be rolled into FY23/24. The Consultant will have a key role in supporting the Client to ensure this breakdown is up-to-date and accurate over the life of the contract and align their resourcing accordingly.

| Year | Number of Sites |
|---------|-----------------|
| FY22/23 | 120 |
| FY23/24 | 280 |
| FY24/25 | 205 |
| TOTAL | 605 |

Where a site was in scope for both OPRO and CSI, security work required for the OPRO programme needs to be fully completed prior to security work required for the CSI programme commencing. Effective delivery of the OPRO and CSI programme requires multiple commercial solutions to be on boarded at pace:

- The Client has appointed Leading Management Services Ltd (LMS) to provide Security Technical Advisor services, providing specialist security advice, design assurance, on site handovers and project sequencing within the supply chain. The Client has appointed Mitie FM Ltd (Mitie) and G4S (SS) UK (G4S) to provide elements of the works programme:
 - G4S will supply, install and commission the security components as part of the security contract for the Client.
 - Mitie will provide the required enabling and building works, with Mitie also providing project coordination and other services to support discharge of the Client's duties as Principal Contractor under The Construction (Design and Management) Regulations 2015 (CDM Regs 2015).

The contracts with Mitie and G4S are on a cost reimbursable basis using a preagreed schedule of rates.

- Del Bosque Ltd has been appointed by the Client as Principal Designer under The CDM Regulations 2015 until 31/03/2023, also providing assurance that the Client, through services provided by Mitie, is carrying out all legislative requirements required by the Principal Contractor under The CDM Regs 2015.
- The Client's internal information technology team will provide digital infrastructure.
- Turner and Townsend Project Management Ltd (Turner and Townsend) will support the OPRO and CSI programme through delivery of the new Estates Programme Management Service (EPMS), which went live on 1st February 2022. Please see more detail in Annex 1.

3. The Client's Requirements

This requirement is for the Consultant to operate at portfolio level supporting the Department in providing oversight of the UK-wide CSI delivery with the key objectives of providing certainty of cost, programme, design and quality requirements. Working with the Estates Programme Management Service (EPMS), this function will provide expertise to support the Department with the end to end programme delivery, commercial assurance, reporting, risk management and financial controls. This 'Programme Delivery Support Service' is required from contract award until 30th September 2024.

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

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

a. Critical Security Infrastructure (CSI)

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

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

Project Management Office

The Consultant shall undertake the following services in Table 1 as part of providing Project Management Office Support (the "CSI Programme Management Services") in connection with the Client's CSI programme, as instructed and further specified pursuant to Task Orders to be issued by the Client:

Table 1:

The "CSI Project Management Office Services" are to:

- provide input, assurance and advice on, cost, timescales, and risk to support the
 development of key programme documentation, including equipment associated with the
 OPRO programme, to satisfy the Client's governance requirements and HMT reporting;
- support the Client in briefing engaging, and managing progress of LMS, Mitie, G4S and other suppliers to the Client involved in the programme as necessary, using information provided by Mitie as the project coordinators. The contractual relationships will be managed by the Client;

- provide quantifiable information and guidance to the Client, challenge and offer professional and independent advice such that strategic decisions can be identified, considered, and implemented;
- check that the proposed delivery strategy and pipeline is appropriate and is conducive to achieving value for money and maximising opportunities where reasonably practicable; this to include being reactive where required to maintain programme momentum;
- establish a roles and responsibilities matrix and prepare and maintain a project directory;
- contribute to the communications strategy being developed by the Client's
 Communications Lead to enable accurate and appropriate information is shared with key
 stakeholders and building occupiers, user groups and other key stakeholders are fully
 informed of the timings, scope, delivery methodology and key contacts for every project;
- Where agreed, share information with the Client's Communications Lead to enable wider cascade as part of communications strategy;
- work with the EPMS (Please see Annex 1) to design and implement a series of programme level 'board' type meetings/workshops with senior stakeholders, aimed to provide the Client Programme Leads with the appropriate tools, information, and points of contact/escalation to direct programme delivery effectively;
- implement a gateway review model that aligns with the EPMS Playbook v1 dated 18 March 2022 or any later version as made available from Turner and Townsend to support governance, programme discipline and effective control of timescales, cost, change and risk, providing transparency to the Client;
- work with the EPMS and utilise Pace reporting to design and provide a suite of progress reports, meeting the reasonable satisfaction of the Client, to set milestones and track progress, mitigating risk to delay and proactively intervening early to instigate corrective action when timeline slippage occurs;
- implement a quantifiable programme level cost report, meeting the reasonable satisfaction
 of the Client, eventually utilising Pace reporting, that tracks every line of project
 expenditure, commitment and risk against approved Full Business Case project budgets,
 tracking the cost of implemented and potential change and providing forecast outturn cost
 estimates:
- provide a programme cost report, meeting the reasonable satisfaction of the Client, eventually utilising Pace reporting, to show the overall forecast spend against the approved budget or any subsequent revision;
- develop and maintain a programme Risk Register, initiating early escalation and requests for decisions when appropriate;
- work in collaboration with supply chain partners, key stakeholders, and user groups to support co-ordination and alignment of key activities and workstreams required to successfully deliver projects and provide assurance around soft landings and handover into operation;

- provide assurance that all project handover documentation is compiled in accordance with the DWP Handover Strategy and handed to the Client in a timely manner;
- attend scheduled update meetings (assumed to be virtual at present as requested by the Client i.e. MS Teams and in line with the Client CSI Communication Strategy in Annex 4.
- provide support and advice on capturing an overview of enabling works, defects and 'Day 2 works' requirements, setting milestones, forecasting cost and tracking progress in closing all issues out in a timely manner.;
- provide a collaborative forum every 6 months to report on benefits realisation, lessons learned and added value opportunities and implemented from other completed CSI site projects, which are disseminated to the supply chain and key stakeholders; and
- develop and promote actions and behaviours that align with industry best practice and lead, develop and champion a partnering and collaborative ethos across the entire supply chain, key stakeholders and user groups as far as reasonably practicable and as may be expected of a professional supplier in this role. Working groups will be established with representatives from the supply chain, key stakeholders and user groups for feedback and sharing best practice.

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

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

| Item | Core Team Programme Lead (National) | Regional Project Manager (Regional) | Core Team Commercial Lead (National) | Core Team Communications Lead (National/ Regional) |
|------|--|---|--|--|
| 1.1 | The Core Team Programme Lead will manage the national Assurance approach and provide oversight and strategic direction for the UK wide delivery programme. | The Regional Project Manager is tasked with the regional assurance of regional projects. The Regional Project Manager will assure the delivery of batches of projects in respect of time / programme, cost, and project performance metrics to be defined and agreed with the Client. Regional Project Managers will assure that the programme strategy and proposed pipeline for projects is aligned with industry practice and is conducive to achieving best value and maximising opportunities. | The Core Team Commercial Lead is tasked with overseeing, validating, and reporting capital cost information at a national level and provide oversight of the UK wide commercial delivery programme. | The Core Team Communications Lead will develop and implement communications strategies for both the national programme, regional and project level communications. The Core Team Communications lead will provide regular communications in a concise and consistent manner to business operations and other Client stakeholders. |
| 1.2 | The Core Team Programme Lead will manage overview and manage key assurance objectives of providing DWP with certainty of cost, programme, and technical requirements of the UK wide delivery programme in so far as reasonably practicable and could be expected of a consultant performing this role. | The Regional Project Manager will manage overview and manage key assurance objectives of providing DWP with certainty of cost, programme, and technical requirements of regional projects in so far as reasonably practicable and could be expected of a consultant performing this role. | The Core Team Commercial Lead will provide accurate cost information to the Core Team and Project Management Office to enable the programme strategy and forecasting for programme delivery which will endeavour to be conducive to achieving best value and maximising opportunities of the UK wide delivery programme. | The Core Team Communications Lead will work closely with the Core Team Programme Lead, the Client, Client Technical Advisors and Project Management Office to manage communications at both programme and project level. |
| 1.3 | The Core Team Programme Lead will present key items and delivery issues that require discussion / resolving or elevating to the DWP Estates Service Leadership Team. | The Regional Project Manager will identify key items and issues that require discussion / resolving or elevating to the CSI Core Team. | The Core Team Commercial Lead will identify key commercial items and finance issues that require discussion / resolving or elevating to the DWP Estates Service Leadership Team. | The Core Team Communications Lead will liaise with Regional Project Managers to identify key items and delivery issues that may require discussion / resolving prior to communicating to the business. |

| Item | Core Team Programme Lead (National) | Regional Project Manager (Regional) | Core Team Commercial Lead (National) | Core Team Communications Lead (National/ Regional) |
|------|---|--|---|--|
| 1.4 | The Core Team Programme Lead will collect, review, and interrogate both portfolio and national project information from both the delivery teams and the Project Management Office function in order to provide informed and robust information and guidance to the Client. | The Regional Project Manager will be the first point for escalation of issues that cannot be resolved at the Project Delivery or Supply Chain level. | The Core Team Commercial Lead will be the first point for escalation of cost and contractual issues that cannot be resolved at Project Delivery or Supply Chain level. | The Core Team Communications Lead will liaise with Project Management Office to collect, review, and interrogate both portfolio and national project information prior to communicating. |
| 1.5 | The Core Team Programme Lead will challenge and offer professional and independent advice to the Client such that key strategic decisions can be identified, considered, and implemented. | The Regional Project Manager will review, challenge, and coordinate a response to issues and challenges that will arise at regional level. They will collect relevant information and feedback to facilitate a proposed response, recommendations and/or mitigation and present this to the Core Team for consideration. | The Core Team Commercial Lead will review, challenge, and coordinate a response to national cost issues and challenges that will arise across the UK. They will collect relevant information and feedback to facilitate a proposed response, recommendations and/or mitigation and present this to the Core Team for consideration. | The Core Team Communications Lead will liaise with Project Coordinators (third party) to confirm project level information prior to communicating to business operations. |
| 1.6 | The Core Team Programme Lead will establish a key gateway governance process that will be utilised at project, regional and national level. The governance processes, the reporting and monitoring processes that will be implemented across the programme will assure governance, transparency for the Client with reducing risk and increased certainty as the projects and programme evolve. | The Regional Project Manager will assure the gateway governance process is utilised at project and regional level. They will collect relevant information and feedback to facilitate a proposed response, recommendations and/or mitigation and present this to the Core Team for consideration. | The Core Team Commercial Lead will, in conjunction with Regional Cost Managers, establish key commercial governance process that will be utilised at project, regional and national level. The governance processes, the reporting and monitoring processes that will be implemented across the programme will assure commercial governance, transparency for the Client with reducing risk and increased certainty as the projects and programme evolve. | The Core Team Communications Lead will develop and maintain a list of business, operations, and local office contacts. |

| Item | Core Team Programme Lead (National) | Regional Project Manager (Regional) | Core Team Commercial Lead (National) | Core Team Communications Lead (National/ Regional) |
|------|--|--|--|--|
| 1.7 | The Core Team Programme Lead will instigate regular and structured meetings. In collaboration with Project Management Office, the Client, delivery teams, stakeholders and supply chain members, formal agendas and required outcomes will be agreed for each meeting. The meetings will be coordinated, chaired and minuted by the responsible lead. Actions and ownership will be assigned, and execution of these actions will be monitored and expected. | The Regional Project Manager will, in conjunction with Project Management Office, instigate regular regional review meetings to facilitate upward reporting. This will include regular project 'health checks' such that and 'early warnings' that should result in delay and cost escalations to the Core Team for consideration. | The Core Team Commercial Lead will, in conjunction with Regional Cost Managers, instigate regular national commercial review meetings to facilitate upward reporting. Actions and ownership will be assigned, and execution of these actions will be monitored and expected. | The Core Team Communications Lead will instigate regular and structured meetings with the Client stakeholders in order to review and maintain consistent messaging in accordance with the Client's needs and objectives. |
| 1.8 | The Core Team Programme Lead will (where applicable) review the national procurement strategy for projects to assure it is aligned with industry recognised practice and is conducive to achieving best value and maximising opportunities. | The Regional Project Manager will (where applicable) review the regional procurement strategy for projects to assure it is aligned with industry recognised practice and is conducive to achieving best delivery value and maximising opportunities. | The Core Team Commercial Lead will (where applicable) review the national commercial strategy for projects to assure it is aligned with industry recognised practice and is conducive to achieving best commercial value and maximising opportunities. | The Core Team Communications Lead will (where applicable) will work with the Regional Project Managers to review the regional communications strategy for projects to assure it is consistent. |
| 1.9 | The Core Team Programme Lead will work alongside Project Management Office and the delivery team to establish and maintain a national Programme Risk Register. | The Regional Project Manager, in conjunction with Project Management Office, will establish and maintain a summary regional assurance Risk Register for their region. | The Core Team Commercial Lead will, in conjunction with Regional Cost Managers, establish and maintain a national commercial Risk Register. | The Core Team Communications Lead will liaise with Client Stakeholders to assure that CSI communications are consistent with and take account of other programmes and/or communications being delivered by the business. |
| 1.10 | The Core Team Programme Lead will lead, develop, and champion a partnering and collaborating ethos across all | The Regional Project Manager will be proactive in facilitating and fostering the partnering and collaborative ethos championed | The Core Team Commercial Lead will lead, develop, and champion a partnering and collaborating ethos across all | The Core Team Communications Lead will communicate and champion the partnering and collaborating ethos across all |

| Item | Core Team Programme Lead (National) | Regional Project Manager (Regional) | Core Team Commercial Lead (National) | Core Team Communications Lead (National/ Regional) |
|------|--|---|--|--|
| | aspects of the national programme. | by the Core Team and across the entire regional programme. | aspects of the national programme. | aspects of the national programme. |
| 1.11 | The Core Team Programme Lead will engage with the client financial team and Project Management Office where specific advice, or guidance is required to assure that the necessary financial governance is being applied across all aspects of the national programme. | | The Core Team Commercial Lead will engage with the client financial team and Project Management Office where specific advice, or guidance is required to assure that the necessary financial governance is being applied across all aspects of the national programme. | |
| 1.12 | The Core Team Programme Lead will prepare and deliver an approved assurance Programme Execution Plan to the national delivery team including DWP and service providers and chair and deliver support workshops across the UK as considered necessary to assure the successful delivery of the programme. | | The Core Team Commercial Lead will prepare and deliver support workshops across the UK as considered necessary to assure the successful delivery of the programme. | |
| 1.13 | The Core Team Programme Lead will prepare and deliver periodical national delivery updates to the Programme Director and other Senior Management teams as considered necessary to assure the successful delivery of the programme. | | The Core Team Commercial Lead will prepare and deliver periodical national commercial updates to the Programme Director as considered necessary to assure the successful delivery of the programme. | |
| 1.14 | The Core Team Programme Lead will, in conjunction with Project Management Office, establish and maintain a national assurance milestone tracker to | The Regional Project Manager will, in conjunction with Project Management Office, establish and maintain a regional assurance milestone tracker to enable | | |

| Item | Core Team Programme Lead (National) | Regional Project Manager (Regional) | Core Team Commercial Lead (National) | Core Team Communications Lead (National/ Regional) |
|------|---|--|--|--|
| | enable regular and detailed reporting the Client such that key strategic decisions can be identified, considered, and implemented. | regular and detailed reporting or escalations to the Core Team for consideration. | | |
| 2.1 | The Core Team Programme Lead primary interfaces inside the programme will be the programme client team, other Core Team members, Project Management Office, Client stakeholders and supply chain members. | The Regional Project Manager primary interfaces inside the programme will be the Project Management Office, the professional services team, the nominated supply chain, and Client stakeholders. | The Core Team Commercial Lead primary interfaces inside the programme will be the Regional Cost Managers, Project Management Office, the professional services team, principal contractors, the nominated supply chain, and Client stakeholders. | The Core Team Commercial Lead primary interfaces inside the programme will be the programme client team, other Core Team members, Project Management Office, Client stakeholders. |
| 2.2 | The Core Team Programme Lead primary interfaces outside the programme will be the client senior leadership team and the professional services team. | The Core Team Project Manager primary interfaces outside the programme will be the professional services team. | The Core Team Commercial Lead primary interfaces outside the programme will be the client senior leadership team, the professional services team, and the nominated supply chain. | The Core Team Technical Lead primary interfaces outside the programme will be the client senior leadership team, the professional services team, and the nominated supply chain. |
| 3.1 | The Core Team Programme Lead Primary Manager will review and report Health and Safety information to the Project Management Office and client stakeholders (when applicable). | The Core Team Project Manager may be required to conduct Health and Safety audits of projects within their region (when applicable). | | The Core Team Communications Lead will, in conjunction with Health and Safety stakeholders report Health and Safety information from the programme to client stakeholders (when applicable). |
| 3.3 | The Core Team Programme Lead shall maintain a valid CSCS card for the duration of the programme roll-out. | The Core Team Project Manager shall maintain a valid CSCS card for the duration of the programme roll-out. | The Core Team Commercial Lead shall maintain a valid CSCS card for the duration of the programme roll-out. | |
| 3.4 | The Core Team Programme Lead will have the authority to stop any work on site if in their opinion the Health and Safety of | The Regional Project Manager will have the authority to stop any work on site if in their opinion the Health and Safety of the site, or workers, could be compromised. | The Core Team Commercial Lead will have the authority to stop any work on site if in their opinion the Health and Safety of | |

| Item | Core Team Programme Lead (National) | Regional Project Manager (Regional) | Core Team Commercial Lead (National) | Core Team Communications Lead (National/ Regional) | |
|------|--|---|--|---|--|
| | the site, or workers, could be compromised. | | the site, or workers, could be compromised. | | |
| 4.1 | The Core Team Programme Lead will, in conjunction with the Client Technical Advisors, assure that consistent standards as defined by the DWP Physical Security Team Performance Specification are applied across the national programme. | The Regional Project Manager in conjunction with the professional services team, will assure that national and departmental design standards as defined by the DWP Physical Security Team Performance Specification are consistently applied across the national programme. | The Core Team Commercial Lead will assure that national and departmental commercial and governance standards as defined by the DWP Physical Security Team Performance Specification are consistently applied across the national programme. | The Core Team Communications Lead will in conjunction with the Core Team Project Managers assure that consistent and standard reporting and communications are applied across the national programme. | |
| 5.1 | The Core Team Programme Lead will chair senior programme team meetings across the national programme and provide regular and detailed reporting the Client such that key strategic decisions can be identified, considered, and implemented. | The Regional Project Manager, in conjunction with Project Management Office, will chair and manage regional programme team meetings. They will assure that, where relevant, issues are debated at regional level meetings before being escalated to Core Team level. | The Core Team Commercial Lead will, in conjunction with Regional Cost Managers, chair and manage regional cost review team meetings. They will assure that, where relevant, issues are debated at regional level meetings before being escalated to Core Team level. | The Core Team Communications Lead will chair communications team meetings across the national / regional programme (if required) | |
| 5.2 | The Core Team Programme Lead will chair and manage regional stakeholder review meetings and provide regular and detailed reporting. | The Regional Project Manager will chair and manage regional stakeholder review meetings and provide regular and detailed reporting. | | | |
| 5.3 | The Core Team Programme Lead will provide progress and status updates to the Senior Leadership team. | The Regional Project Manager will chair and manage regional stakeholder review meetings with the Project Management Office and other DWP service partners and professional services providers. | | | |
| 6.1 | The Core Team Programme Lead will monitor progress against the national assurance milestone programme. | The Regional Project Manager will assure that the regional estates delivery programme, and | | | |

| Item | Core Team Programme Lead (National) | Regional Project Manager (Regional) | Core Team Commercial Lead (National) | Core Team Communications Lead (National/ Regional) | | |
|------|---|--|---|--|--|--|
| | | individual milestone programmes are in alignment. | | | | |
| 6.2 | The Core Team Programme Lead will regularly liaise with the Project Management Office to assure robust programme information is communicated to the client senior leadership team estates milestone programme. | The Regional Project Manager monitors progress against the regional estate's milestone programme. | The Core Team Commercial Lead, in conjunction with Regional Cost Managers, monitors costs against the regional estates cost milestone programme. | | | |
| 6.3 | The Core Team Programme Lead in conjunction with the Core Team Project Manager will assure that key dates are achieved for individual projects in so far as reasonably practicable and could be expected of a consultant performing this role. | The Regional Project Manager in conjunction with the Project Coordinators, assures that key dates are achieved for individual projects in so far as reasonably practicable and could be expected of a consultant performing this role. | The Core Team Commercial Lead in conjunction with the PM's, assures that key cost submission and reporting dates are achieved for individual projects in so far as reasonably practicable and could be expected of a consultant performing this role. | | | |
| 6.4 | The Core Team Programme Lead in conjunction with the Core Team Project Manager will review and impact proposed changes in programme. Changes in programme shall be reported to the Core Team and the Project Management Office after agreement. | The Regional Project Manager in conjunction with the Project Coordinators (third party) will review and impact proposed changes in programme. Changes in programme shall be reported to the Core Team and Project Management Office after agreement. | | | | |
| 7.1 | The Core Team Programme Lead will liaise with the Client Technical Advisors (third party) and the DWP Transaction Management Team to review and maintain an overview in respect of obtaining Landlord's approval. | The Regional Project Manager in conjunction with the Project Coordinators will regularly review Landlord approval status and highlight concerns to the Core Team at the earliest opportunity. | | | | |
| 7.2 | The Core Team Programme Lead will assess and report | | | | | |

| Item | Core Team Programme Lead (National) | Regional Project Manager (Regional) | Core Team Commercial Lead (National) | Core Team Communications Lead (National/ Regional) | |
|------|---|---|--|---|--|
| | Landlord issues to the client senior leadership team where impact on programme is reported. | | | | |
| 8.1 | The Core Team Programme Lead in liaison with the Project Management Office will report progress in respect of completed handovers to the client senior management team. | The Regional Project Manager will assist the Professional Service providers with the handover process and highlight concerns to the Core Team at the earliest opportunity. | | The Core Team Communications Lead in liaison with Client stakeholders will communicate progress in respect of completed handovers to the business (if required) | |
| 8.2 | | The Regional Project Manager will, in conjunction with the Project Management Office maintain a handover tracker identifying key dates and measure achievement performance against these dates. This information will be issued to the core team at agreed intervals. | | | |
| 8.3 | | The Regional Project Manager acts as an escalation and intervention route to Core Team for estates issues at the handover meeting, which cannot be agreed at project level. | | | |
| 9.1 | The Core Team Programme Lead will provide contractual oversight for national assurance and to support the Client and the regional and national delivery teams. | The Regional Project Manager will provide contractual oversight for regional assurance and support to the regional teams. | The Core Team Commercial Lead will provide commercial contractual oversight and support to the regional and national teams. | | |
| 9.2 | | | The Core Team Commercial Lead will review and validate instructions from a cost perspective in support of the regional and national teams. | | |

| Item | Core Team Programme Lead (National) | Regional Project Manager (Regional) | Core Team Commercial Lead (National) | Core Team Communications Lead (National/ Regional) | |
|------|--|--|---|---|--|
| 10.1 | The Core Team Programme Lead will provide strategic review and oversight in respect of statutory approvals and consents. | The Regional Project Manager is the point of escalation for issues pertaining to statutory approval and consents. Issues will be reviewed and presented to the core team with an action plan and proposed mitigations. | | | |
| 11.1 | The Core Team Programme Lead will, in conjunction with the Project Management Office, maintain a national risk register and implement a process of reviewing and recording that assures project risks are captured and managed proactively throughout the life of the programme. | The Regional Project Manager, in conjunction with the Project Management Office, assures that project risks are collated and fed into the regional risk register, and the business risk and assumption log. | The Core Team Commercial Lead will support and provide commercial support and input into the regional risk register. | The Core Team Commercial Lead will, in conjunction with the Project Management Office assist the Core Team Programme Lead in identifying and mitigating national and regional communications risks. | |
| 11.2 | The Core Team Programme Lead will assure that team members are actively managing risk control measures at both project and programme level. | The Core Team Project Manager will assure that team members are actively managing risk control measures at regional level. | | | |
| 12.1 | The Core Team Programme Lead will, in conjunction with the Project Management Office, establish and implement a change control process to be applied across the national programme. | The Core Team Project Manager in conjunction with the Project Management Office and in liaison with the Core Team Commercial Lead will manage the regional change control system. | The Core Team Commercial Lead, in conjunction with Regional Cost Managers and the Project Management Office will maintain the regional change control log from commencement of the programme. | | |
| 13.1 | The Core Team Programme Lead manages the regional team performance review process at national level (if required). | The Regional Project Manager manages the Project Coordinators performance review process at regional level (if required). | The Core Team Commercial Lead provides an assurance overview in connection with the principal contractor commercial performance in respect of cost | | |

| Item | Core Team Programme Lead (National) | Regional Project Manager (Regional) | Core Team Commercial Lead (National) | Core Team Communications Lead (National/ Regional) |
|------|--|--|---|--|
| | | | control at national and regional level. | |
| 13.2 | The Core Team Programme Lead is responsible for regular review and assessment of 'benefits realisation' as set out in the Full Business Case (to be provided by the Client). | | | |
| 14.1 | The Core Team Programme Lead will maintain financial management information for the programme at national level and report to the department senior management team. | | The Core Team Commercial Lead, in conjunction with Regional Cost Managers will validate capital costs / Applications for Payment and provide commentary as appropriate and pass to the Client for approval and payment. | |
| 14.2 | | | The Core Team Commercial Lead will maintain actual and forecast cash flow information at a national level. | |

Technical Support

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

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

Cost Consultancy Support

The Consultant shall undertake the following services in Table 2 as part of providing Cost Consultancy Support (the "Cost Consultancy Support Services") in connection with the Client's CSI programme, as instructed and further specified pursuant to Task Orders to be issued by the Client:

Table 2:

The "Cost Consultancy Support Services" are:

- Review and validate the costs (pre- and post- installation) provided by Mitie and G4S
 against the approved schedule of rates (approved schedule of rates to be provided by
 the Client);
- Monitor and report the overarching commercial position on a monthly basis to DWP; and
- Provide cost management support in respect of vesting certificates (technical not legal) in connection with the advance procurement of materials and feed into the Core Team Commercial Manager.

The Client's initial requirement is to provide the Cost Consultancy Support Services, however, within the life of the Contract, the Client may instruct further Quantity Surveying duties as defined within the Scape Consultancy Framework Built Environment Lot 1 in connection with the Client's OPRO and CSI programme. The Charge Tables for Quantity Surveying would apply.

The requirement to provide any further Quantity Surveying duties is conditional upon the Client confirming a Task Order for these additional services. If no Task Order is requested by the Client, the Consultant shall not be entitled to any payment in relation to any services beyond the Cost Consultancy Support Services.

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

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

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

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

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

a) Reporting

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

At a minimum, reporting is required to:

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

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

b) Client Data

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

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

c) Site Visits

The Consultant will review and validate the costs (pre- and post- installation) provided by Mitie and G4S against the approved schedule of rates to be provided by the Client.

The Client anticipates that this review and validation of costs will mainly be undertaken remotely, using evidence requested from Mitie and G4S.

During the CSI programme, the Client will require cost assurance site visits to be undertaken pre- and post-installation. Initially the Client anticipates this being undertaken on around 1 in 10 sites; this equates to approximately 60 sites within the CSI programme. LMS will verify G4S installations and an independent accreditor will subsequently sign off and certify the security systems. The site locations will be agreed with the Client prior to any site visit and recorded within the relevant Task Order. Sites will be located across the Client's estate in the UK, including sites in Scotland.

There is a window of approximately two weeks between the completion of enabling works and commencement of installation works of security hardware on each site through the CSI programme. The Consultant will be required to carry out any site visits within this window so that works sequencing is not delayed.

The Client does not expect any further requirement for site visits beyond cost assurance site visits. The number of site visits required may increase or decrease during the programme in order to manage emerging quality or service issues. The amount due to the Consultant for expenses will be limited to the expenses properly spent by the Client in providing the Services in line with the Client's Expenses Policy (please see Annex 3).

If required, the Consultant shall produce a risk assessment and method statement in compliance with health and safety legislation for each site visit.

If required under the latest Government Coronavirus Guidelines, the Client will provide a letter confirming that Consultant personnel undertaking site visits are under contract with the Client and are considered to be key workers.

Consultant Personnel undertaking site visits must comply with the Client's latest coronavirus policies and procedures, minimising contact with others as much as possible.

Consultant Personnel must be fully attuned to the Client's business environment and the sensitive nature of the Client's operations. When conducting site visits, Consultant Personnel must ensure photographs taken do not record identifiable images of other persons or elements of the Client's operations beyond the scope of this Statement of Requirements and Scope.

d) Consultant Personnel Requirements

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

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

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

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

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

The Consultant must be able to <u>immediately</u> (on contract award) resource this requirement with Consultant personnel meeting the requirements of this section d).

e) Cooperation, Mobilisation and Handover

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

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

To assist this, mobilisation may require several meetings and/or workshops which include (but may not be limited to) introductions with other members of the Client's supply chain involved in CSI programme delivery e.g. Mitie and G4S, as well as members of the Client's supply chain involved in management of the Client's ETOM (Please see Annex 1). The Consultant will attend meetings and/or workshops required for mobilisation (including any meeting and/or workshop held on site) on an inclusive basis, free of charge, as this will define standard ways of working across both programmes and all sites over the duration of the contract.

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

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

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

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

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

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

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

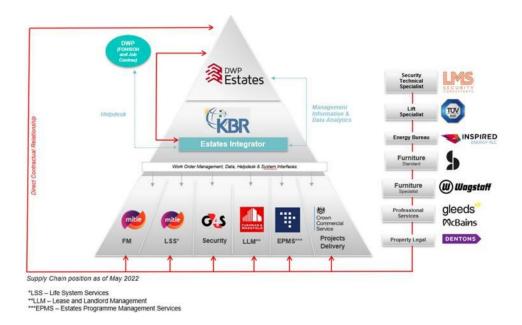


Figure 1: The Client's Estates Target Operating Model (ETOM)

ETOM Suppliers

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

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

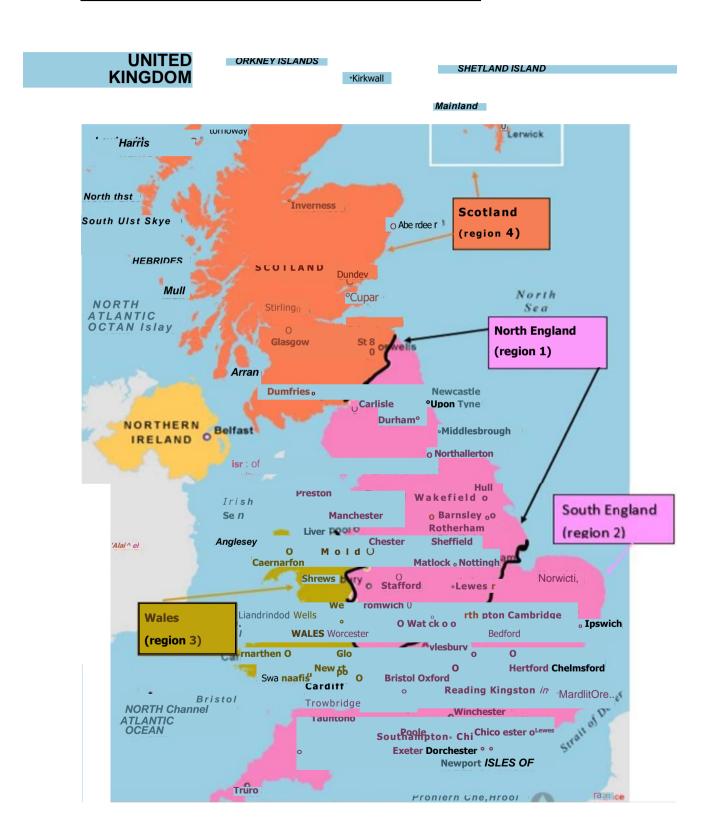
<u>Table 4: Summary of the Client's Current Construction Professional Services Providers</u>
(currently appointed up to 31st March 2023)

| DWP Projects Supported | Supplier | Services | Geographic Area |
|--|---|---|--|
| LCW and minor business as usual projects | McBains Ltd Gleeds Advisory Ltd | Cost Managers Project Managers Contract Administrators Principal Designers Technical Advisors | Nationally across England, Wales and Scotland |
| | Gleeds Advisory Ltd | Project ManagersContract Administrators | Nationally across England, Wales and Scotland |
| Major Capex and WPT | McBains Ltd | Architects Building Services Engineer (Mechanical and Electrical Engineers) Civil Engineer | Scotland, North-East England, North-West England, Yorkshire and the Humber and East Midlands |
| projects | Ridge & Partners LLP | Principal Designer Building Information Management (BIM) Information Manager BIM Coordinator Cost Managers | Wales, West Midlands, East of England, South East, South West and London |

Table 5: The Client's 'Taxi Rank Rotational Procedure' Contractors

| | | LO | ТА | | | LO | ТВ | | | LO | ТС | |
|-----------------------------------|-------------|-------|----------|---------------|-------|-------|-----------|-------|-------|-------|----------|-------|
| Suppliers | £0-f300,000 | | | £300,000- f5m | | | f5m- flOm | | | | | |
| | North | South | Scotland | Wales | North | South | Scotland | Wales | North | South | Scotland | Wales |
| AMEY DEFENCE SERVICES LIMITED | | | | | X I | | Х | Х | 1 | | | |
| BEARD CONSTRUCTION | | | | | | Х | | | | | | |
| CLARK | | | Х | | | | Х | | | | | |
| CONAMAR BUILDING SERVICES LIMITEC | | Х | | | | Х | | | | | | |
| F. PARKINSON LIMITED | Х | | | | Х | | | | | | | |
| FES SUPPORT SERVICES LIMITED | Х | Х | Х | Х | Х | Х | Х | Х | | | | |
| GHI CONTRACTS | | | Х | | | | Х | | | | | |
| MORRIS & SPOTTISWOOD LIMITED | Х | | Х | | Х | | Х | | | | | |
| ROSSLEE | Х | | | | Х | | | | | | | |
| SEDDON CONSTRUCTION LTD | Х | | | | Х | | | | | | | |
| LOGAN CONSTRUCTION (SOUTH EA | ST) LTD | | | | Х | Х | | | | | | |
| BOWMER&KIRKLAND | | | | | | | | | Х | | Х | |
| CONLON CONSTRUCTION | | | | | | | | | Х | | | |
| ISG CONSTRUCTION LIMITED | | | | | | | | | Х | Х | Х | Х |
| JOHN GRAHAM CONSTRUCTION LIMITED | | | | | | | | | | Х | Х | |
| KIER CONSTRUCTION LIMITED | | | | | | | | | Х | | Х | |
| MCLAUGHLIN & HARVEY LIMITED | | | | | | | | | Х | Х | Х | |
| SPELLER METCALFE LIMITED | | | | | | | | | Х | | | |
| TILBURY DOUGLAS | | | | | | | | | Х | Х | Х | Х |
| VINCI CONSTRUCTION UK LIMITED | | | | | | | | | | Х | | Х |
| WATES CONSTRUCTION LIMITED | | | | | | | | | Х | | Х | Х |

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



Annex 2 - Security Policy

1. GENERAL

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

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

| "Availability Test" | shall mean the activities performed by the Consultant to confirm the availability of any or all components of any relevant ICT system as specified by the Client. | | | |
|----------------------|--|--|--|--|
| "Breach of Security" | means the occurrence of: | | | |
| | (I) any unauthorised access to or use of Client Data, the Client's Systems Environment (or any part thereof) or the Consultant's Systems Environment (or any part thereof); | | | |
| | (II) the loss and/or unauthorised disclosure of any Client Data, the Client's Systems Environment (or any part thereof) or the Consultant's Systems Environment (or any part thereof); | | | |
| | (III) any unauthorised event resulting in loss of availability of any Client Data, the Client's Systems Environment (or any part thereof) or the Consultant's Systems Environment (or any part thereof); | | | |

| | (IV) any unauthorised changes or modification to any Client Data, the Client's Systems Environment (or any part thereof) or the Consultant's Systems Environment (or any part thereof). |
|---------------------------------------|---|
| "CHECK" | shall mean the scheme for authorised penetration tests which scheme is managed by the NCSC. |
| "Client Assets" | mean any Client Devices and Client Data. |
| "Client Data" | means the data, guidance, specifications, instructions, toolkits, plans, databases, patents, patterns, models, design, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:- |
| | (i) supplied to the Consultant by or on behalf of the Client; or |
| | (ii) which the Consultant is required to generate, process, store or transmit pursuant to this contract. |
| "Client's Systems Environment" | means all of the Client's ICT systems which are or may be used for the provision of the services. |
| "Cloud" | shall mean an off-premise network of remote ICT servers on the Internet to store, process, manage and transmit data. |
| "Consultant's Systems Environment" | means any ICT systems provided by the Consultant (and any Sub-consultant) which are or may be used for the provision of the <i>services</i> . |

| "Cyber Essentials Plus" | shall mean the Government-backed, industry-supported scheme managed by the NCSC with higher level of security requirements to help organisations to protect themselves against online threats or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC. |
|---|---|
| "Cyber Security Information Sharing Partnership" or "CiSP" | shall mean the cyber security information sharing partnership established by the NCSC or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC. |
| "Client's Systems Environment" | means all of the Client's ICT systems which are or may be used for the provision of the services. |
| "Good Security Practice" | a) the technical and organisational measures and practices that are required by, or recommended in, nationally or internationally accepted management standards and codes of practice relating to Information Security (such as published by the International Organization for Standardization or the National Institute of Standards and Technology); |
| | b) security standards and guidelines relating to Information Security (including generally accepted principles regarding the segregation of the duties of governance, implementation and control) provided to the general public or Information Security practitioners and |

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

| "Information Security Risk" | shall mean any risk that might adversely affect Information Security including, but not limited to, a Breach of Security. |
|--|--|
| "ISO/IEC 27001, ISO/IEC 27002 and ISO 22301 | shall mean |
| | a) ISO/IEC 27001; b) ISO/IEC 27002/IEC; and c) ISO 22301 |
| | in each case as most recently published by the International Organization for Standardization or its successor entity (the "ISO") or the relevant successor or replacement information security standard which is formally recommended by the ISO. |
| "NCSC" | shall mean the National Cyber Security Centre or its successor entity (where applicable). |
| "Penetration Test" | shall mean a simulated attack on any Client Assets, the Client's Systems Environment (or any part thereof) or the Consultant's Systems Environment (or any part thereof). |
| "PCI DSS" | shall mean the Payment Card Industry Data Security Standard as most recently published by the PCI Security Standards Council, LLC or its successor entity (the "PCI"). |
| "Risk Profile" | shall mean a description of any set of risks. The set of risks can contain those that relate to a whole organisation, part of an organisation or as otherwise applicable. |
| "SSAE 16" | shall mean the Statement on Standards for Attestation Engagements (SSAE) No. 16 as most recently published by the American Institute of Certified Public Accountants or its successor entity ("AICPA") or the relevant successor or replacement standard which is formally recommended by the AICPA. |

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

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

2. PRINCIPLES OF SECURITY

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

3. ISO/IEC 27001 COMPLIANCE AND AUDIT

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

- 3.2 The ISO Certificate shall be provided by the Consultant to the Client on the dates as agreed by the Parties.
- 3.3 The Consultant shall appoint:
 - a. an Information Security Manager; and
 - b. a deputy Information Security Manager

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

- 3.4 The Consultant shall ensure that it operates and maintains the Information Security Management System during the *service period* and that the Information Security Management System meets the Security Policies and Standards, Good Security Practice and Law and includes:
 - a) a scope statement (which covers all of the Services provided under this Contract);
 - b) a risk assessment (which shall include any risks specific to the Services);
 - c) a statement of applicability;
 - d) a risk treatment plan; and
 - e) an incident management plan in each case as specified by ISO/IEC 27001.

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

3.3A

- 3.5 The Consultant shall notify the Client of any failure to obtain an ISO Certificate or a revocation of an ISO Certificate within 2 Working Days of confirmation of such failure or revocation. The Consultant shall, at its own expense, undertake those actions required in order to obtain an ISO Certificate following such failure or revocation and provide such ISO Certificate within one calendar month of the initial notification of failure or revocation to the Client or on a date agreed by the Parties. For the avoidance of doubt, any failure to obtain and/or maintain an ISO Certificate during the service period after the first date on which the Consultant was required to provide the ISO Certificate in accordance with paragraph 3.1 (regardless of whether such failure is capable of remedy) shall constitute a substantial failure to comply with the Consultant's obligations under the Contract.
- 3.6 The Consultant shall carry out regular Security Tests in compliance with ISO/IEC 27001 and shall within 10 Working Days after completion of the relevant audit provide any associated security audit reports to the Client.

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

4. CYBER ESSENTIALS PLUS SCHEME

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

4.3

5. RISK MANAGEMENT

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

- (iii) at the request of the Client. The Consultant shall provide the report of the Risk Assessment to the Client, in the case of at least annual Risk Assessments, within 5 Working Days of completion of the Risk Assessment or, in the case of all other Risk Assessments, within one calendar month after completion of the Risk Assessment or on a date as agreed by the Parties. The Consultant shall notify the Client within 5 Working Days if the Risk Profile in relation to the Services has changed materially, for example, but not limited to, from one risk rating to another risk rating.
- 5.3 If the Client decides, at its absolute discretion, that any Risk Assessment does not meet the Security Policy, the Consultant shall repeat the Risk Assessment within one calendar month of such request or as agreed by the Parties.
- 5.4 The Consultant shall, and shall procure that any Sub-consultant (as applicable) shall, cooperate with the Client in relation to the Client's own risk management processes regarding the *services*.
- For the avoidance of doubt, the Consultant shall pay all costs in relation to undertaking any action required to meet the requirements stipulated in this paragraph Error!

 Reference source not found. Any failure by the Consultant to comply with any requirement of this paragraph Error! Reference source not found. (regardless of whether such failure is capable of remedy), shall constitute a substantial failure by the Consultant to comply with his obligations.

6. SECURITY AUDIT AND ASSURANCE

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

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

7. PCI DSS COMPLIANCE AND CERTIFICATION

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

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

8. SECURITY POLICIES AND STANDARDS

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

3. CYBER SECURITY INFORMATION SHARING PARTNERSHIP

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

ANNEX A - CLIENT SECURITY POLICIES AND STANDARDS

The Security Policies are published on:

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

- a) Acceptable Use Policy
- c) Information Security Policy
- d) Physical Security Policy
- e) Information Management Policy

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

ANNEX B - SECURITY STANDARDS

The Security Standards are published on:

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

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

Annex 3 - The Client's Expenses Policy



Annex 4: Client CSI Communication Strategy REDACTED

New Z clauses:

Z1.2 Insert a new clause 1.2:

"The Security Requirements set out in "Contract Schedule 1 - REDACTED

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

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

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

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

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

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

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

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

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