

East Region Structural Inspection Contract (SIC)

Scope

Annex 6

Information Systems

CONTENTS AMENDMENT SHEET

Amend. No.	Revision No.	Amendments	Initials	Date
0	0	Tender Issue	SOS	Sept 19

LIST OF CONTENTS

1	INFORMATION SYSTEMS.....	4
1.1	General Requirements.....	4
1.2	<i>Consultant</i> Information Systems.....	5
1.3	<i>Client</i> Information Systems.....	5
1.4	Access Requirements to Information Systems provided by the <i>Client</i>	5
1.5	Access Requirements to Information Systems provided by the <i>Consultant</i>	7
1.6	<i>Consultant</i> Security and User Access	7
1.7	Software and Licences	8
1.8	Not Used.....	8
1.9	Liaison and cooperation between <i>Client</i> and <i>Consultant</i>	8

1 INFORMATION SYSTEMS

1.1 General Requirements

1.1.1 This Annex sets out the requirements in respect of Information Systems, including Systems that:

- (1) are developed, procured, provided and made available to the *Client* by the *Consultant* for the purposes of performing the information requirements under this contract,
- (2) are developed, procured and provided by the *Consultant* relating to its own corporate business and operations of performing the information requirements under this contract,
- (3) are provided or made available by the *Client* for use by the *Consultant* for the purposes of performing the information requirements under this contract and
- (4) are likely to be provided or made available by the *Client* for use by the *Consultant* for the purposes of performing the information requirements under this contract.

1.1.2 To the extent that the *Consultant* is required to create or maintain any information under this contract in electronic format, the *Consultant* ensures that, at all times:

- (1) such a format is agreed with the *Client*;
- (2) such information is maintained to allow fast and efficient electronic transfer of information to the *Client* or agreed third parties (including Consultants) without additional expenditure by the *Client* or the need for complex or expensive procedures or processes, and in any event in such format as complies with the *Client's* requirements for such transfer,
- (3) such information is backed-up and copies are held in off-site storage in accordance with procedures agreed with the *Client* and
- (4) it implements and complies with (and ensures that its Sub Consultants implement and comply with) all procedures for information back-up and off-site storage referred to in this paragraph.

1.1.3 The *Consultant* maintains all its Information Systems so as to enable their:

- (1) segregation from any other computer or electronic storage devices, Systems, materials or information of the *Consultant* and
- (2) transfer to the *Client* or an Incoming Consultant,

efficiently and without additional expense or delay immediately on termination or expiry of this contract.

1.2 *Consultant* Information Systems

1.2.1 The *Consultant*, at the *go live* date:

- (1) has in place and provides or makes available to the *Client*, appropriate Information Systems (and relevant hardware required to use such Information Systems) of the type set out in Table 1, to comply with the *Client* information requirements and the contract management information requirements,
- (2) has in place Information Systems (electronic or otherwise) of the type set out in the non-exhaustive list in Table 2, to comply with the *Consultant* information requirements concerning its own corporate business and operations and
- (3) has proof of compliance with the HMG Security Policy Framework (SPF) in respect of those Information Systems.

1.3 *Client* Information Systems

- 1.3.1 Unless otherwise agreed with the *Client*, the *Consultant* uses and interfaces with the *Client's* Current Systems (Table 3) and New Systems (Table 4) when available.

1.4 Access Requirements to Information Systems provided by the *Client*

1.4.1 Gateway access requirements

- The Business Information Gateway or its successor (the Gateway) is the interface through which:
- the *Consultant* is required to access the Highways Agency Business IT Network and the *Client* Information Systems held within Highways Agency Business IT Network and
- the *Client* may access one or more of the *Consultant* Information Systems and documents.

- 1.4.2 Unless otherwise agreed with the *Client*, the *Consultant* connects to the

Gateway, using a Virtual Private Network specified by the *Client*.

1.4.3 The *Consultant*:

- (1) Applies to the *Client* for authorisation to connect to the Gateway and connects to the Gateway in a manner to be specified by the *Client*,
- (2) procures and pays for the installation and ongoing costs of connection of any of its premises or Information Systems to the Gateway through a telecommunications network, taking into account the data volume and the number of the *Consultant's* staff that it expects to use the link;
- (3) arranges suitable support and business continuity for connection to the Gateway,
- (4) facilitates the installation and maintenance of the Gateway by the *Client's* Consultants,
- (5) employs appropriate requirements and procedures, and trains its staff to operate the Current Systems,
- (6) attends training relating to the implementation, and where appropriate, the *Consultant* facilitates the implementation of New Systems and any other systems required by the *Client* and
- (7) does not alter any documents provided by the *Client* through the Gateway (which are the exclusive property of the *Client*) without the prior acceptance of the *Client*.

1.4.4 The *Consultant* acknowledges that:

- (1) the network technology underlying the Gateway is subject to change from time to time,
- (2) access through and continued membership of the Gateway depends on the *Consultant* complying with (and the *Consultant* will comply with),
 - Applicable user access requirements,
 - Her Majesty's Government Security Policy Framework and
 - other technical and security requirements set out in Annex 8 (Confidentiality and Security).

1.4.5 The connection point to the Gateway situated at the *Consultant's* premises is located in a room that is secured from theft, damage, unauthorised or malicious use to reduce risk to the connection point to the appropriate Impact Level as set

out in Her Majesty's Government Security Policy Framework. The location remains fixed for the duration of the contract unless the *Consultant* requests and the *Client* approves a new location.

1.4.6 Other access requirements

- (1) *Client* Information Systems not covered by clause 1.4.1 may be accessed through the Internet via third party hosts and using relevant software applications installed on *Consultant* systems. They are not subject to the same security and related access requirements that apply to *Client* Information Systems accessed through the Gateway.
- (2) The *Consultant* may request authorisation and other details regarding Internet access to such *Client* Information Systems from the *Client*.
- (3) For guidance, the right column in Table 3 and 4 indicates whether access to the *Client* Information Systems is required via the Gateway.

1.5 **Access Requirements to Information Systems provided by the *Consultant***

1.5.1 The *Consultant* provides the *Client* remote access to the *Consultant* Information Systems and related documents:

- (1) either through the Gateway; or
- (2) through another interface agreed by the *Client*.

1.5.2 Any access required by the *Client* to systems provided by the *Consultant* must be made available via the Gateway or by other remote access methods agreed by the *Client*.

1.6 ***Consultant* Security and User Access**

1.6.1 The *Consultant* ensures that all persons who use *Client* Information Systems for or on behalf of the *Consultant* comply with the security requirements set out in Annex 8 (Confidentiality and Security) and Asset Data Management Manual.

1.6.2 The *Consultant* is responsible for determining any formal application and security clearance requirements to enable the *Client* to access any Information Systems provided by the *Consultant*. The *Consultant* informs the *Client* of those requirements, including timescales, not later than four weeks after the *starting date*.

1.6.3 The *Consultant* notifies the *Client's* IT Security Team and the help desk when staff with access to the *Client's* IT network, leave their employment.

1.6.4 The *Client* will suspend any accounts supplied to persons who use *Client*

Information Systems for or on behalf of the *Consultant* if they are not used for a continuous period of six months.

1.6.5 The *Client* will delete any accounts supplied to persons who use *Client* Information Systems for or on behalf of the *Consultant* if they are not used for a continuous period of thirteen months.

1.6.6 The *Client* will immediately suspend any accounts supplied to persons who use *Client* Information Systems for or on behalf of the *Consultant* if they are used by anyone other than the person for whom they were created (the “authorised user”). Accounts suspended will not be re-opened until a formal explanation for the account’s misuse is provided by the *Consultant*, and in all these cases the *Client* will not be liable for any financial penalty or other expense incurred as a result of the *Consultant* failing to meet its commitments.

1.7 Software and Licences

1.7.1 The *Consultant* grants, or procures the grant of, licences required to allow the *Client* to use the Information Systems developed, procured or otherwise provided by the *Consultant* to the *Client*.

1.7.2 The *Consultant* has in place or procures its own licences required to use common software applications that it may require to be able to interface with, or to access Client Information Systems.

1.7.3 The *Consultant* applies to the *Client* for licences to allow the *Consultant* to use certain Information Systems provided or made available by the *Client*.

1.8 Not Used

1.9 Liaison and cooperation between *Client* and *Consultant*

1.9.1 The *Client* is adopting an Information Technology Infrastructure Library best practice approach for Information Communication and Technology (ICT) services. The *Consultant* will be expected to demonstrate a formal approach to its ICT service management through the development of an ICT strategy and make its ICT strategy available to the *Client*.

Table 1: Systems provided by the *Consultant* to meet *Client* and Contract Management Information Requirements

Information System	Description	Reference / Comment
Electronic Document and Records Management	<p>The <i>Consultant</i> operates an Information System for the management of electronic documents and records (including e-mails) which are created and maintained on behalf of the <i>Client</i>. Documents and records are defined in The Highways England Records Policy, a copy of which can be obtained from the <i>Client</i>.</p> <p>The <i>Consultant</i> seeks agreement through the <i>Client</i>, regarding the development and implementation of an Information System for electronically managing both the electronic and physical records which the <i>Consultant</i> creates and maintains on behalf of the <i>Client</i>. This Information System is required for the capture, retention and disposal of all electronic format documents and other records</p>	

Table 2: Examples of Information Systems as provided by the *Consultant* to fulfil the requirements of the *Consultant's* own business and effective delivery of the contract

System	Comment
Quality Management System	It is expected that the <i>Consultant</i> will implement a quality management Information System which will ensure consistency and improvement of working practices. The <i>Consultant</i> should align its quality management Information System to meet the quality requirement used by the <i>Client</i> .
Change Control System	This Information System will manage changes to processes and Systems.
Customer Relationship Management System (CRM)	This Information System will manage the CRM strategy to ensure long lasting relationships with the <i>Consultant's</i> customers. The CRM Information System will seek to improve customer service by performing functions such as identifying what customers value the most and providing an effective mechanism to handle problems and complaints.
Human Resource Management System (HRMS)	It is expected that the <i>Consultant</i> will use a HRMS to manage issues such as recruitment, skill sets, employee history and payroll.
Financial Management System (FMS)	The <i>Consultant</i> will use a FMS to produce timely in-year and year-end management and accounting information.
Project Management System	System to assist in the planning and organisation of activities to meet the <i>Consultant's</i> objectives.

Table 3: Current Systems provided by the <i>Client</i> to meet the contract management information requirements			
Current Information System	Description	Reference / Comment	Access Via Gateway (Y/N)
WebTRIS - Traffic Information System and WEB	<p>WebTRIS Highways England's Traffic Information System.</p> <p>It provides historic speed and flow data for the past 10 years in 15-minute time slices at count slices across the Highways England network. Data is currently taken from MIDAS, TMU, TAME count sites and from legacy TRADS (Traffic Flow Database System) sites for older data. This contains hourly count data from inductive loops at approximately 1000 locations across the <i>Client's</i> network.</p>	<p>Is available to all via the following link http://webtris.highwaysengland.co.uk/</p>	N
Accident Incident Reporting System (AIRSweb)	<p>The AIRSweb incident reporting Information System, allowing the completion of a single incident report online, which can be submitted to several organisations.</p>		N
Highways Agency Pavement Management System (HAPMS)	<p>HAPMS is a set of IT systems that hold the following data sets:</p> <ul style="list-style-type: none"> • network data set • pavement inventory data set • pavement construction data set • pavement condition data set • inventory data set • traffic data • accident data <p>HAPMS also provides the following business capabilities:</p> <ul style="list-style-type: none"> • Analysis and reporting of data both in map-based and textual formats • integrated tools for the whole life cost optimisation, of proposed pavement maintenance schemes 	Access for information purposes only	Y

Table 3: Current Systems provided by the <i>Client</i> to meet the contract management information requirements			
Current Information System	Description	Reference / Comment	Access Via Gateway (Y/N)
Structures Management Information System (SMIS)	SMIS is an Asset Management System that provides operational support to structures management throughout the lifecycle of the structure.	BD 62	Y
Highways Agency Geotechnical Data Management System (HAGDMS)	Internet hosted, and GIS based geotechnical inventory.	HD22 Access for information purposes only	N
Highways Agency Drainage Data Management System (HADDMS)	Shares the facilities developed for HAGDMS and exists on the same platform. This provides integrated geotechnical/drainage information.	Access for information purposes only	N
WebDAS	Database of departures from the <i>Client's</i> requirements and aspects not covered by requirements, including SHW specification departures.	CHE Memorandum 157/05 DMRB Vol1	Y
Lean Tracker System	A system used to capture and track lean benefits.	Annex 18	N
HA Supply Chain Portal	An internet collaboration site for the <i>Client</i> and its partners.		N
Highways Agency Management Information System (HAMIS)	Portal Information System providing access to HAGIS.		Y
HAGIS	Stores information using the latest digital mapping, which allows users to view geographical data for a specific area of the UK by zooming in and out and using the built in GIS tools.		Y

Table 3: Current Systems provided by the <i>Client</i> to meet the contract management information requirements			
Current Information System	Description	Reference / Comment	Access Via Gateway (Y/N)
Technology Performance Management Services (TPMS)	<p>TPMS is a set of IT systems to support the maintenance and management tasks for control and communications equipment. Currently provides the following functionality:</p> <ul style="list-style-type: none"> • Technology Fault Management. • Technology Planned Maintenance recording. • Technology Asset Status recording (including for instance results of electrical testing). • Recording of asbestos risk in Technology equipment. • Recording the connection of Technology equipment via unmetered power supplies for payment for energy used by Technology. • Calculation of performance statistics on Technology equipment. <p>Provision of data on Consultant performance to allow effective Performance Management.</p>	<p>More information at www.hatpms.com</p> <p>Access for information purposes only</p>	N
Highways Agency Environmental Information System (HA) EnvIS	<p>EnvIS consists of specific environmental data supplied by <i>Consultants</i>, the HA and other bodies which is collated and displayed in a read only format in the Highways Agency Geographical Information System (HAGIS). This data is used to assist in managing the environment, within and surrounding the trunk road network, and in the review and reporting of the environmental performance of both <i>Consultants</i> and the <i>Client</i>.</p>	DMRB Vol 10 Section 0	Y
Collaborative Management Toolkit (CMT)	<p>Methodology and tool used to measure and report on <i>Consultant</i>'s performance.</p> <p>Relates to the ALDM contract types.</p> <p>The CMT allows for the production of the Motivating Success Toolkit scores.</p>	<p>The CMT has its own Performance Management Manual, setting out the background of the CMT, timelines for reporting and roles and responsibilities.</p>	N

Table 3: Current Systems provided by the <i>Client</i> to meet the contract management information requirements			
Current Information System	Description	Reference / Comment	Access Via Gateway (Y/N)
SAS tools for Drainage, Geos and Structures	Tools for the whole life cost optimisation of maintenance at a Scheme level. The <i>Provider</i> shall at its own cost use the SAS tools for Drainage Geotechnical and Structures assets as directed by the <i>Client</i> in support of specific proposals for individual Schemes.		N
AVIS	AVIS is a driven survey consisting of video cameras viewing multiple directions, with a simultaneous LiDAR survey. The LiDAR survey provides 3D point cloud data, accurate to 30mm - essentially a 3D model of the network. It provides an inventory of assets along with GIS files.		N
Highways Agency Logging Environment (HALOGEN)	HALOGEN is the central source for Highways Agency Traffic Management Systems (HATMS) logged data. It records setting, state change and fault information for signals, signs and emergency roadside telephones on England's motorway network.	More information at http://www.highways.gov.uk/specialist-information/halogen-online/	N
Planned Engineering Works (PEW) System	System for the notification of planned engineering works that impact on the operational availability or functionality of HA Traffic Management Systems (HATMS) or require access to RCC Equipment/Control Rooms.	www.ha-pew.org.uk/PEW/	N
National Faults Database (NFDB)	Database for manual entry of faults and issues relating to Highways Agency Traffic Management Systems (HATMS) and other operational systems.	www.nfdb.co.uk/	N
Cultural Heritage Database	Part of HAGIS. Database of Cultural Heritage items.	Part of HAGDMS	Y
Noise Assessment and Insulation System (NAIS)	GIS based tool for predicting noise impacts on the environment surrounding the trunk road network.		N

Table 3: Current Systems provided by the <i>Client</i> to meet the contract management information requirements			
Current Information System	Description	Reference / Comment	Access Via Gateway (Y/N)
Highways Agency Management Information System (HAMIS)	Portal Information System providing access to HAGIS.		Y
Network Occupancy Management System (NOMS)	<p>The <i>Client</i> provides a Network Occupancy Management System (NOMS) as part of the Integrated Asset Management Information System (IAMIS) that is fully compliant with the national specification for the Electronic Transfer of Notifications (EToN) and is used to:</p> <ul style="list-style-type: none"> Record, update and manage all occupancies on the Affected Property including their delay and impact, Record, update and manage all information as necessary for the fulfilment of obligations relating to: <ul style="list-style-type: none"> Traffic Management Act 2004 New Roads and Street Works Act 1991 Other legislation associated to the delivery of the TMA 2004 s16 Network Management Duty and associated secondary legislation <p>NOMS provides direct information feeds to external stakeholders for public use and feeds to the Clients National Traffic Information Service (NTIS) for publication to customers.</p>		
HAGIS	Stores information using the latest digital mapping, which allows users to view geographical data for a specific area of the UK by zooming in and out and using the built in GIS tools.		Y

Table 4: New Systems to be used by the <i>Consultant</i> when available			
New Information System	Description	Reference / Comment	Access Via Gateway (Y/N)
Integrated Asset Management Information System (IAM IS)	<p>During the Contract Period it is possible that some IAM IS modules will replace the following Highways England data management systems:</p> <ul style="list-style-type: none"> • Pavement and Approved Network Model (HAPMS) • Structures (SMIS) • Geotechnical (HAGDMS) • Drainage (HADMS) <p>The <i>Consultant</i> must be prepared, with reasonable notification, for an immediate or phased switch over to the future systems being delivered through IAM IS from legacy systems.</p> <p>The <i>Consultant</i> must be prepared for possible parallel running of some legacy <i>Client</i> systems, and the IAM IS.</p>	<p>IAM IS Service Access Requirements Document (SARD)</p> <p>IAM IS Code of Connection (CoCo)</p> <p>NOMS – NRSWA 1991 as amended by TMA</p> <p>NOMS – Technical Specification for EToN</p> <p>Structures – BD62</p>	N
Financial System	The <i>Client's</i> new finance and accounting Information System which supports major business transaction processing requirements.	Will replace the <i>Client's</i> System for Managing (SfM)	Y
CEMAR – (Contract Event Management Analytics and Reporting)	<p>CEMAR is a cloud based NEC contract management system. It is a collaborative tool that requires the two parties Highways England (<i>Client</i>) and Consultants to manage contract events through the system as required by good practice NEC contract management. System features include the following:</p> <ul style="list-style-type: none"> • Contract event management through registers e.g. Early Warnings, Compensation Events, Project Manager Instructions and more. • Application for payments / Invoices • Technical Queries and Defect management • General Communications • Multiple in-built reports and charts and graphs proving reports and dashboards across one or multiple contracts to allow effective management of contracts through outputs on communication behaviour, cost, quality, risk and time. 		N

Table 4: New Systems to be used by the <i>Consultant</i> when available			
New Information System	Description	Reference / Comment	Access Via Gateway (Y/N)
Performance Management Information System	The <i>Client</i> may introduce a Performance Management Information System (PMIS) or other system for recording and reporting against the requirements of this Annex. When/ if provided, the Consultants provides performance data directly into the PMIS.	Scope Annex 17	Y
Finance and Works Management System (PB Confirm)	The <i>Client</i> may to introduce a Finance and Works Management System which will be used to raise and manage works orders. The <i>Consultant</i> uses the system and provides such information to the <i>Client</i> as required to evidence the <i>service</i> provided and costs incurred to Provide the Service.	Scope	Y
Routine and Maintenance Management System (PB Confirm)	The <i>Client</i> provides a Routine and Maintenance Management System which will be used to raise and manage works orders and process applications for payment. The <i>Consultant</i> uses the system and provides such information to the <i>Client</i> as required to evidence the <i>service</i> provided and costs incurred to Provide the Service.	Scope	Y

East Region Structural Inspections Contract

Scope

Annex 8

Confidentiality, Security and Conflict of Interest

CONTENTS AMENDMENT SHEET

Amend. No.	Revision No.	Amendments	Initials	Date
0	0	Tender Issue	SOS	Sept 19

LIST OF CONTENTS

1	CONFIDENTIALITY AND SECURITY	4
1.1	Mandatory Obligations	4
1.2	Security Checks – Minimum Requirement	4
1.3	Security Checks – Additional Vetting Requirement	5
	PART ONE – BPSS COMPLIANCE	6
1.4	Procedures	6
1.5	Security check process for BPSS.....	7
1.6	Verification of Identity – Outline Requirements.....	8
1.7	Nationality and Immigration Status (including an entitlement to undertake the work in question) – Outline Requirements	8
1.8	Employment history (past 3 years) – Outline Requirements	8
1.9	Criminal record (unspent convictions only) – Outline Requirements	9
1.10	Approval for employment.....	9
1.11	Incomplete or unsatisfactory BPSS Verification Records	10
1.12	Renewal of the BPSS.....	10
1.13	Ongoing personnel security management (“aftercare”)	10
1.14	Retention of documentation.....	11
	PART TWO – NATIONAL SECURITY VETTING (NSV)	12
1.15	Procedures	12
2	CONFLICT OF INTEREST.....	13
3	DISCLOSURE OF INFORMATION.....	14
	APPENDIX A	15
	APPENDIX B	16

1 CONFIDENTIALITY AND SECURITY

1.1 Mandatory Obligations

- 1.1.1 The *Client* is required to adopt the Personnel Security requirements and management arrangements set down in Security Policy No 3: Personnel Security of HMG Security Policy Framework July 2014 issued by the Cabinet Office as amended from time to time (the “**Security Policy Framework**”).
- 1.1.2 The Security Policy Framework is available to be downloaded from the Cabinet Office website and is referred to as a Reference Document in 3 Table 1. The *Consultant* familiarises himself with the objectives and principles embodied within the Security Policy Framework, in addition to the mandatory obligations abstracted from the Security Policy Framework and set down in this Annex.
- 1.1.3 The *Consultant* ensures that the appropriate level of Personnel Security is obtained and maintained for all Staff in accordance with the Security Policy Framework.
- 1.1.4 The *Service Manager* notifies the *Consultant* of any revisions to the Personnel Security requirements arising as a consequence of subsequent amendments to the Security Policy Framework.

1.2 Security Checks – Minimum Requirement

- 1.2.1 The Baseline Personnel Security Standard (BPSS) forms the minimum security check requirement for all Staff whose duties include
- working unsupervised by the *Client* at their premises, including offices, Regional Operations Centres (ROC), the National Traffic Operations Centre (NTOC), depots and any outstations owned and/or operated by the *Client*,
 - usage of the *Client*’s Information Systems
 - handling the *Client*’s information where that information is marked “OFFICIAL” with or without the SENSITIVE rider (formerly “PROTECT” or “RESTRICTED” which may still apply to historical documents), or
- The *Service Manager* may notify the *Consultant* of a modification to the categories of Staff requiring BPSS checks at any time.
- 1.2.2 The BPSS is available to be downloaded from the Cabinet Office website and is referred to as a Reference Document in Annex 3 Table 1.
- 1.2.3 Procedural and other details for ensuring compliance with the BPSS are set down in Part One below.

1.3 Security Checks – Additional Vetting Requirement

- 1.3.1 Where Staff require unrestricted access to or are required to regularly handle information marked SECRET or TOP SECRET), the *Service Manager* will additionally instruct the *Consultant* to carry out the appropriate level of National Security Vetting (NSV) as a change to the Scope.
- 1.3.2 Procedural and other details for ensuring compliance with NSV are set down in Part Two below.

PART ONE – BPSS COMPLIANCE**1.4 Procedures**

- 1.4.1 The *Consultant* undertakes security checks to ensure the confidentiality, integrity and availability of the *Client's* asset.
- 1.4.2 The recruitment controls of the BPSS are required to have been carried out for all Staff to whom paragraph 1.2.1 applies prior to their employment on this contract. The recruitment control process is completed satisfactorily before an individual
- is issued with a security pass giving unsupervised access to the *Client's* premises,
 - potentially has access to the *Client's* sensitive, possibly protectively-marked, information or
 - is given access to the *Client's* IT network.
- 1.4.3 The *Consultant* takes all necessary measures to confirm that any previous security checking carried out on existing Staff meets the requirements of the BPSS, either in full or by exception using the risk management assessment process guidance contained in the Security Policy Framework. The *Consultant* must notify which Staff have met or not met these requirements. The *Client* may from time to time carry out independent audits of these findings and their methodology.
- 1.4.4 The *Consultant* should note that, for existing Staff with more than three years continuous employment and who have not had any access passes or permits revoked in that time, then the requirements for references in the BPSS check can be deemed to be discharged by a letter from a Director or Head of Personnel of the *Consultant* certifying the same. The remainder of the BPSS check must be carried out.
- 1.4.5 The *Consultant* rectifies any unacceptable gaps identified between the BPSS and existing security checking in accordance with the requirements of the BPSS.
- 1.4.6 Any new Staff to whom paragraph 1.2.1 applies are assessed strictly in accordance with the requirements of the BPSS.
- 1.4.7 The *Consultant* keeps full and auditable records of all security checks carried out on Staff and makes such records available to the *Client* or its appointed representatives for audit purposes at all reasonable times.
- 1.4.8 If
- the *Client* discovers any non-compliance with the requirements of the BPSS from the audit process,

- the *Consultant* fails to keep full records of security checks carried out on Staff or
- the *Consultant* fails to make such records available on reasonable request,

the *Service Manager* may

- invoke individual withdrawal of permits or passes to Staff,
- invoke systematic withdrawal of permits or passes to Staff or
- require that an independent audit of the *Consultant's* BPSS check procedure is undertaken at the expense of the *Consultant*.

The *Consultant* takes the appropriate action to immediately address any non-compliance with the BPSS notified to it by the *Service Manager*.

1.4.9 It should be noted that the BPSS does not constitute a formal security clearance. It is designed to provide a level of assurance as to the trustworthiness, integrity and reliability of the individual involved.

1.4.10 The *Consultant* submits a monthly report to the *Service Manager* on all its employees and former employees who no longer need Extranet access to *Client's* business IT network including nil returns.

1.5 Security check process for BPSS

1.5.1 The security check process of the BPSS follows the guidance provided in the BPSS.

1.5.2 The BPSS comprises verification of four main elements

- identity,
- nationality and immigration status (including an entitlement to undertake the work in question),
- employment history (past three years) and
- criminal record declaration (unspent convictions only).

Additionally, prospective Staff are required to give a reasonable account of any significant periods (six months or more in the past three years) of time spent abroad.

1.5.3 The specific requirements for verification of each of the four main elements are set down in Part II, The Verification Process of the BPSS. An outline description of the core requirements is included below but does not relieve the *Consultant* from his obligation to comply with all the requirements of the BPSS.

1.5.4 Information collected at each stage of the process is reviewed, assessed and recorded on the BPSS Verification Record (Annex B of the BPSS).

References of the BPSS Verification Record forms are listed in this Annex as Annex A for information

1.6 Verification of Identity – Outline Requirements

- 1.6.1 Identity may be verified by physically checking a range of appropriate documentation (e.g. passport or other photo ID together with utility bills, bank statements etc) or by means of a commercially available ID verification service.
- 1.6.2 Only original documents should be used for identification purposes: copies are not appropriate.
- 1.6.3 There is no definitive list of identifying documents. The *Consultant* should note that not all documents listed in the BPSS are of equal value. The objective is a document that is issued by a trustworthy and reliable source, is difficult to forge, has been dated and is current, contains the owner's name, photograph and signature and itself requires some evidence of identity before being issued (e.g. passport or ID card).
- 1.6.4 National Insurance numbers (NINOs) can be obtained fraudulently and cannot be relied on as a sole means of establishing identity or right to work. Temporary numbers beginning with TN or ending in a letter from E to Z inclusive are not acceptable.
- 1.6.5 Where verification of identity is not straight-forward but a decision is nevertheless taken to employ an individual, the *Consultant* notifies the *Service Manager* and records the matter on the Risk Register.

1.7 Nationality and Immigration Status (including an entitlement to undertake the work in question) – Outline Requirements

- 1.7.1 Nationality and Immigration Status may be verified by physically checking appropriate documentation or, in exceptional circumstances only, by means of an independent check of UK Visas and Immigration records.
- 1.7.2 The *Consultant* takes the necessary steps to ensure that an individual has the right to remain in the United Kingdom and undertake the work in question.
- 1.7.3 Checks need to be applied evenly and the *Consultant* needs to be aware of his obligations under the Race Relations Act 1976.

1.8 Employment history (past 3 years) – Outline Requirements

- 1.8.1 Employment history may be verified by checking with previous employers, by following up references or by means of a commercially available CV checking service or, in exceptional circumstances only, by means of an independent check of HMRC records.

- 1.8.2 To ensure that prospective employees are not concealing associations or gaps, the *Consultant* as a minimum verifies the individual's recent (past 3 years) employment or academic history.
- 1.8.3 Where there are unresolved gaps or doubts remain about an individual's employment history, an independent check of HMRC records may be made.
- 1.8.4 Every effort should be made to check that the individual has held the previous employment history claimed. Any gaps in the past 3 years employment history should be investigated.

1.9 Criminal record (unspent convictions only) – Outline Requirements

- 1.9.1 The *Consultant* should note that the requirement to verify “unspent” convictions does not apply when the BPSS is being carried out as part of the groundwork for NSV, where a full check of criminal records (“spent” and “unspent”) will be made as part of that process.
- 1.9.2 Under the terms of the Rehabilitation of Offenders Act 1974, it is reasonable for employers to ask individuals for details of any “unspent” criminal convictions. The Act states that if an offender remains free of further convictions for a specified period (the “rehabilitation period”), the conviction becomes spent. Where rehabilitation has taken place, the individual must be treated as if the offence had never been committed.
- 1.9.3 The *Consultant* must obtain a Basic Disclosure Certificate check available from Disclosure Scotland.
- 1.9.4 Where “unspent” convictions have been disclosed, the *Consultant* carries out a risk assessment, which may include the need for legal advice, before proceeding.

1.10 Approval for employment

- 1.10.1 General guidance and requirements post BPSS verification are contained in Part IV – Post Verification Process of the BPSS. An outline description of the core requirements is included below but does not relieve the *Consultant* from his obligation to comply with all the requirements of the BPSS.
- 1.10.2 Subject to paragraph 1.10.3 and unless advised to the contrary by the *Service Manager*, all Staff for whom a completed BPSS Verification Record has been submitted may be treated by the *Consultant* as suitable to undertake the duties referred to in paragraph 1.2.1.
- 1.10.3 The *Consultant* should note that the *Client* will ordinarily require a period of three working days from receipt of a fully completed BPSS check for its internal approvals process and prior to the subsequent issue of access permits and passes. The *Service Manager* may exclude from the Affected Property any individual for whom a BPSS Verification Record is not supplied, is incomplete or is otherwise unsatisfactory.

- 1.10.4 BPSS Verification Records with a sealed Criminal Record Declaration will be assessed separately on a case by case basis by the *Service Manager*. The *Service Manager* advises the *Consultant* if the individual has been approved as suitable to undertake all or any of the duties referred to in paragraph 1.2.1.

1.11 Incomplete or unsatisfactory BPSS Verification Records

- 1.11.1 Where a BPSS is incomplete or is otherwise unsatisfactory, the *Service Manager* advises the *Consultant* of the deficiencies and the actions needed to correct them.

1.12 Renewal of the BPSS

- 1.12.1 Under most circumstances, renewal of the BPSS is not required.
- 1.12.2 The *Consultant* rechecks the immigration status of migrant Staff before their current right to remain expires or within twelve months of the previous check, whichever is the sooner. These checks are repeated until the employee is able to demonstrate an indefinite right to remain in the United Kingdom or until the employment comes to an end.
- 1.12.3 The *Service Manager* instructs the *Consultant* to carry out additional security checks on any Staff required to operate in or on a List X site. An instruction to carry out additional security checks is a change to the Scope.
- 1.12.4 If an employee, who has previously been subject of a BPSS check, leaves the employment of the *Consultant* and is subsequently re-employed by the *Consultant* within twelve months, the original security check authorisation may be reinstated. The *Client* may require additional evidence before reinstating the original security check authorisation. In all other cases of re-employment, the full BPSS check must be carried out.

1.13 Ongoing personnel security management (“aftercare”)

- 1.13.1 The *Consultant* monitors, manages and supports the required behaviours of Staff who are approved for work on this contract and reports to the *Service Manager* immediately if the continuing suitability of an employee is in doubt.
- 1.13.2 Where the *Consultant* reports a case of doubt or the *Service Manager* considers that the actions of any of the Staff do not conform to the required behaviours, the *Service Manager* may instruct the *Consultant* to review the performance of the individual concerned. The *Consultant* takes appropriate action in consequence of the review, which may include:
- performance improvement,
 - temporary suspension of permits and passes or
 - removal of the individual in accordance with core clause 24.3.

1.14 Retention of documentation

- 1.14.1 The documentation associated with a BPSS check is retained by the *Consultant* until the expiry of the Contract Period and for a period of twelve months after the individual has ceased to be employed on this contract.
- 1.14.2 The *Consultant* destroys, in an appropriate secure manner, all electronic and paper copies of documentation which he is no longer required to retain.

PART TWO – NATIONAL SECURITY VETTING (NSV)

1.15 Procedures

- 1.15.1 In all cases, verification of identity and the individual's entitlement to undertake the work in question must be carried out before embarking on NSV.
- 1.15.2 Other than in exceptional circumstances, NSV must not be undertaken before the BPSS's full controls have been applied. The *Consultant* agrees with the *Service Manager*, on a case by case basis, any exceptional cases where NSV and BPSS procedures are required to be carried out in parallel.
- 1.15.3 The *Consultant* determines if any Staff need to undertake NSV in addition to the BPSS check.
- 1.15.4 If the *Service Manager* considers that NSV is required, the *Client* identifies, manages and undertakes the necessary vetting at the *Client's* expense.
- 1.15.5 Where the *Service Manager* determines that NSV is required, the approvals process set out in paragraph 1.10 does not apply, unless the *Service Manager* instructs otherwise. Access permits and passes are ordinarily only issued on satisfactory completion of NSV.

2 CONFLICT OF INTEREST

- 2.1.1 The *Consultant* does not take an action which would cause a conflict of interest to arise in connection with this contract.
- 2.1.2 The *Consultant* notifies his employees and *subcontractors*'s (at any stage of remoteness from the *Client*), and procures that any *subcontractor* (at any stage of remoteness from the *Client*) notifies its employees, who are engaged in the performance of contractual duties that they must not take an action which would cause an actual or potential conflict of interest to arise in connection with the *service*.
- 2.1.3 The *Consultant* ensures that any employee of the *Consultant* or of any *subcontractor* (at any stage of remoteness from the *Client*) who is engaged in performance of contractual duties completes a declaration of interests and conflict of interests in the form set out in Appendix B. The *Consultant* issues to the *Service Manager* any completed declaration of interests and conflict of interests.
- 2.1.4 The *Consultant*:
- immediately notifies the *Service Manager* and
 - procures that any *subcontractor* (at any stage of remoteness from the *Client*) immediately notifies the *Consultant*
- if there is any uncertainty about whether a conflict of interest may exist or arise.
- 2.1.5 Following a notification from the *Consultant*, the *Service Manager* may
- require the *Consultant* to stop Providing the Services until any conflict of interest is resolved or
 - require the *Consultant* to submit to the *Service Manager* for acceptance a proposal to remedy the actual or potential conflict of interest.
- A reason for not accepting the submission is that it does not resolve the conflict of interest. The *Consultant* amends the proposal in response to any comments from the *Service Manager* and resubmits it to the *Service Manager* for acceptance. The *Consultant* complies with the proposal once it has been accepted.
- 2.1.6 A failure to comply with this section is treated as the *Consultant* having substantially hindered the *Client* or Others.

3 DISCLOSURE OF INFORMATION

3.1.1 The *Consultant* acknowledges that the *Client* is obliged to publish the provisions of the contract in accordance with Procurement Policy Note 01/17 entitled “The Transparency of Suppliers and Government to the Public” dated 16th February 2017 (or any later revision) (the “PPN”), except to the extent that any information in it is exempt from disclosure pursuant to the Freedom of Information Act 2000. The *Client* consults with the *Consultant* before deciding whether information is exempt, but the *Consultant* acknowledges that the *Client* has the final decision.

3.1.2 The *Consultant*:

- co-operates with and assists the *Client* to comply with its obligation under clause 3.1 above,
- agrees with the *Client* a schedule for the release to the public of information relating to the contract in accordance with the terms of the PPN,
- provides information to assist the *Client* in responding to queries from the public as required by the PPN and
- supplies the *Client* with financial data relating to the contract in the form and at the times specified in the PPN.

APPENDIX A

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

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

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

**APPENDIX B**

Official-Sensitive
(only when not a nil return)

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

Purpose

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

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

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

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

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

4. Voluntary work	
Are you involved in or a member of any professional bodies, charities, special interest or political groups in the sector which Highways England operates? YES/NO.	If YES provide details.
5. Other	
Are there any other matters which you, or a reasonable member of the public might perceive that Highways England should be aware of which might impact on your provision of services to/role in Highways England or the reputation of Highways England? YES/NO	If YES provide details.
<p>Are there any matters or relevant interests, (including significant interests of close members² of your family) which might influence your judgement, deliberation or action in providing services to/your role in Highways England or be perceived by a reasonable member of the public as doing so? YES/NO</p> <p>Please include information on any directorships and business interests in respect of close members of your family in respect of the sphere in which Highways England operates.</p>	If YES provide details.
6. Connected persons	
Please confirm (in the box to the right) that, in relation to the questions contained in sections 3, 4, 6, above, no additional information would need disclosure in relation to any connected person.	<p>I confirm that no additional information requires disclosure.</p> <p>I have provided additional information above.</p>

² “Close members”, means a) an individual’s domestic partner and children b) children of an individual’s domestic partner c) dependents of an individual or an independent’s domestic partner.

Declaration

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

Signature	
-----------	--

**East Region
Structural Inspections Contract (SIC)
Scope
Annex 12
Communications**

CONTENTS AMENDMENT SHEET

Amend. No.	Revision No.	Amendments	Initials	Date
0	0	Tender Issue	SOS	Sept 19

LIST OF CONTENTS

1 COMMUNICATIONS4

1.1 Introduction 4

1.2 Publicity, Public Relations and the Media 4

1.3 Media Relations 6

1.4 Community Relations..... 7

1.5 Branding, Marketing, and Publicity 7

1.6 General 8

1 COMMUNICATIONS

1.1 Introduction

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

1.2 Publicity, Public Relations and the Media

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

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

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

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

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

1.3 Media Relations

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

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

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

1.4 **Community Relations**

- 1.4.1 The *Service Manager*, on advice from Highways England's Communications Group (or where agreed RNN) will approve the text for all newsletters, information materials and significant correspondence being issued to community groups or individuals. At the same time the *Service Manager* and *Consultant* must observe any spending or operational restrictions that apply to this, and any other communications, marketing and publicity activities, in force at that time.
- 1.4.2 The *Consultant* must keep the *Client's* regional press officer (or where instructed RNN) and the *Service Manager* informed of any significant community issues.
- 1.4.3 The *Consultant* shall inform the *Service Manager* about any public meetings being held to discuss area network issues.
- 1.4.4 The *Consultant* shall liaise with the *Service Manager* before accepting any invitations to appear at public meetings or events related to the area network.

1.5 **Branding, Marketing, and Publicity**

- 1.5.1 The *Consultant* must ensure that they conform to the *Client's* visual identity and branding policy and technical specifications, including for the preparation and production of all information and communications materials including signs and works signage. These are set out in '*The Highways England visual identity guidelines*'; this document is referenced in Annex 3 and further information is available from the local Highways England media services teams. All material must be approved by the *Service Manager*. When drafting text the *Consultant* must also follow the *Client's* specifications as set out in '*Highways England tone of voice and style guide*' – also available via the local Highways England media services teams.
- 1.5.2 All dedicated operations vehicles must be branded correctly using the *Client's* visual identity specifications and branding only. The requirements for suppliers are outlined in the publication setting out Highways England's visual identity guidelines as required at 1.4.1.
- 1.5.3 Branding requirements also apply to letters, emails, personal protection equipment, PowerPoint presentations, leaflets, newsletters, statutory notices and all other materials. For a full list of where supplier logos can and cannot

be used, refer to the *Client's* visual identity specifications document. The *Client's* branding must be present on all scheme-related materials.

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

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

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

1.6.4 The Highways England Communications Group will provide the following:

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

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

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

East Region Structural Inspections Contract (SIC)

Professional Services

Scope

Annex 13

General Health and Safety Requirements

CONTENTS AMENDMENT SHEET

Amend. No.	Revision No.	Amendments	Initials	Date
0	0	Tender Issue	SOS	Sept 19

LIST OF CONTENTS

1.	HEALTH AND SAFETY REQUIREMENTS	4
1.1.	Vision, Value and Consideration	4
1.2.	Management of Health and Safety	4
1.3.	Health and Safety Maturity Matrix Action Plan	12
1.4.	Management of Road Risk	13
1.5.	Driving for Better Business	13
1.6.	Security	14

1. HEALTH AND SAFETY REQUIREMENTS

1.1. Vision, Value and Consideration

- 1.1.1. The *Client* seeks to achieve the vision that “no one should be harmed when travelling or working on the strategic road network” and a value that we “keep ourselves and others safe, above all else.”
- 1.1.2. The *Client* wishes to draw the attention of the *Consultant* to the health and safety considerations, guidance, best practice, legislation and documentation that must be applied and complied with, and which the *Client* expects will operate in relation to the *Consultant* service provision.

1.2. Management of Health and Safety

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

- (4) The *Consultant* documents the management systems, and fully and effectively implements the systems prior to the commencement of the *service*.
- (5) The *Consultant* develops its management system with other Community Partners to provide consistency of approach and interoperability, ensuring activities are consistent between all Community Partners allowing seamless provision of service between different sites within the Affected Property.
- (6) The *Consultant* interfaces and aligns its management system with the *Client's* 'Health and Safety Management System' (HSMS), and the associated policies and procedures.
- (7) The health and safety management system forms part of the *Consultant's* Quality Plan as defined in section 10.1 of the Scope.

1.2.2. *Consultant's* occupational health management system:

The *Consultant*

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

1.2.3. Subcontractor' health and safety management system:

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

1.2.4. Health and safety culture and communication:

- (1) The *Consultant*

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

1.2.5. Health and safety – exchange of information:

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

1.2.6. Health and safety advice:

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

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

- (1) The *Consultant* ensures that its employees are competent to provide the *service*,

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

- (4) Nothing prevents the *Consultant* from carrying out its own investigation of an incident, and in such case, the *Consultant* provides a copy of its completed incident report to the *Client*,
- (5) Investigations by the *Consultant* are undertaken by a competent person who has training, knowledge and experience in effective accident/incident investigation.
- (6) The incident report provides
 - information on the circumstances surrounding the accident/ incident and any remedial measures to be taken in order to prevent a recurrence, and
 - relevant photographs and statements as an integral part of the report.
- (7) Where the *Consultant* is compiling a draft investigation report, the *Consultant* discusses the findings of the draft report with the *Client* prior to the production of the final draft of such a report.
- (8) The *Consultant* implements applicable recommendations arising from incident investigations.
- (9) The *Client* has the right to investigate any incidents wherever they may occur,
- (10) The *Consultant* provides the *Client* unrestricted access at all reasonable times to the facilities, equipment, materials, employees and records of the *Consultant* or the Subcontractor for this purpose (subject to any statutory or contractual obligation prohibiting this access).
- (11) The *Consultant* provides a copy all documents related to an incident to *the Service Manager*. Any document that would otherwise fall to be disclosed by the *Consultant* to the *Client* may be withheld by the *Consultant* provided the *Consultant's* legal advisor confirms to the *Client* that the document is:
 - a confidential communication between the *Consultant* and its legal advisor for the purposes of seeking or giving legal advice that the legal advisors would normal expect to be given legal privilege in the normal course of its business with the *Consultant*, or
 - a confidential communication between the *Consultant* or its legal advisers and third party where the communication came into existence with the dominant purpose of being used in connection with contemplated, pending or actual litigation in adversarial proceedings (as opposed to investigations or fact finding inquiries).
- (12) The *Consultant* ensures that all subcontracts (at any stage of remoteness from the *Client*) contain requirements similar to paragraphs 1.2.10 and 1.2.11.

1.2.11. Incident statistics:

- (1) The *Consultant*, if requested by the *Client*, supplies detailed reports of accident and incident statistics for all site based activities to the *Client* in a format and at periods specified by the *Client*.

1.2.12. Performance reporting:

- (1) The *Consultant* provides the *Client* with the following monitoring information for all *Client* contracted activity no later than the first (1st) working day of each month:
 - (a) a total of the number of all man-hours worked on behalf of the *Client* during the preceding month,
 - (b) the average number of people employed during the preceding month,
 - (c) a confirmation that all accident, incident, high potential near-miss, and undesired circumstance occurrences have been appropriately recorded upon the Highways England AIRSweb system.

1.2.13. Health and safety management audit:

- (1) The *Client* has unrestricted access at all reasonable times to the premises, Equipment and/or materials, Employees and records of the *Consultant* and the Subcontractor (s) subject only to any statutory or contractual obligation prohibiting the disclosure of any such records by the *Consultant*) to audit any or all of the *Consultant* health and safety management systems,
- (2) The *Consultant* implements all recommendations from such audits agreed by the *Client* within a timescale mutually agreed between the *Client* and the *Consultant*. The *Consultant* includes in all subcontracts, the rights of access for the *Client* as described herein.

1.2.14. Construction Design and Management (CDM) Regulations 2015 compliance:

- (1) The *Client* appoints relevant CDM Duty Holders' in writing, based upon a review of an organisations ability and competence to perform the role/duty for the particular scheme/ project/ service.
- (2) 'Duty holders' (principal designer and designer) discharges their obligations under the CDM Regulations in compliance with any Approved Code of Practice or best practice guidance issued by the HSE, and provides the *Client* with evidence of such compliance, and ensure competent resources are maintained to continuously fulfil duty requirements throughout the scheme or project.

- (3) Principal designer or designer duties may be undertaken by the *Consultant* organisation, in respect of the service to which CDM 2015 applies.
- (4) The principal designer undertakes to commence the formulation of the health & safety file during the pre-construction phase, in consultation with the principal contractor.
- (5) During the pre-construction phase and before setting up a construction site in the Affected Property, the *Consultant* draws up a Construction Phase Plan in respect of the relevant works in compliance with Regulation 12(2) of the CDM Regulations and provides a copy of the Plan to the *Service Manager*.

1.2.15. Medical fitness:

- (1) The *Consultant* formally advises the *Client* of any known medical disability or condition of any *Consultant* employees, or subconsultant's employees, or employees of any other related party, of which the *Consultant* is aware which may adversely affect his/ her own health or safety, or the health or safety of others,
- (2) On request, the *Consultant* submits to the *Client* such records and/ or other evidence as may be reasonably required by the *Client* to demonstrate compliance with this section.

1.2.16. Health assessment and control:

- (1) Health Surveillance - The *Consultant* ensures that its employees are provided with such health surveillance as is appropriate having regard to the risks to their health and safety which are identified by the risk assessment and in accordance with statutory legislation, including but not limited to health and safety.
- (2) Wellbeing - The *Client* recognises the benefits gained by offering wellbeing services for the prevention and identification of stress related conditions. The *Consultant* makes such services available to its employees. The *Consultant* monitors and records working days lost due to illness and working days lost due to stress related conditions and introduces management systems for minimising ill health. This data is supplied on request to the *Client*.

1.2.17. Alcohol and substance abuse:

- (1) The *Consultant* is responsible for ensuring his employees, whilst engaged in the performance of any contracted service, are not at any time in possession of, do not take, have not taken, and/ or are not under the influence of any intoxicating substance, or alcohol, or drug, hereinafter referred to as a 'prohibited substance'.

- (2) These requirements do not apply where necessary in the case of *Consultant* employees possessing a prohibited substance for bona fide medical reasons, for which the *Consultant* has obtained the prior written approval of the *Client* for such *Consultant* employees to be engaged in the performance of the service. The *Consultant* notifies the *Client* of any *Consultant* employees who are undergoing a voluntary detoxification/ rehabilitation programme whereupon the *Client* has the right to prevent such *Consultant's* employees from Providing the Service,
- (3) Where the *Client* is of the opinion that any of the *Consultant* employees employed may be in contravention of any of these requirements, the *Client* has the right to carry out, or insist that the *Consultant* performs the following:
 - a) breath testing by breathalyser and/ or urine testing by urinalysis as appropriate of such *Consultant* employees, and/or,
 - b) a search of personal possessions and/ or immediate work area of such *Consultant* employees for evidence of a prohibited substance or items associated therewith.
- (4) The *Consultant* does not subsequently employ those personnel who, whilst undergoing a pre-employment medical examination, are found to have taken any prohibited substance,
- (5) In the event that *Consultant* employees refuse to undertake either the foregoing medical tests and/ or search of person or possessions, or are tested positive, or are found in possession of any prohibited substance or items associated therewith, the *Client* has the right to have such *Consultant* employees immediately removed from the Affected Property,
- (6) Unless otherwise agreed to in advance in writing between the parties, such *Consultant* employees are thereafter not to be employed to carry out any *Client* contracted service in any location whatsoever,
- (7) The *Consultant* ensures that all *Consultant* employees or Subcontractor parties are made aware of and comply with these requirements.

1.2.18. Unsatisfactory conduct or requirement breach:

- (1) If, in the opinion of the *Client*, the *Consultant* is Providing the Service in a manner which is not to its satisfaction or constitutes a breach of any of the requirements of:
 - (a) any statutory legislation,
 - (b) the *Consultant* health and safety management system, or

- (c) the Subcontractor's health and safety management system, or
 - (d) the *Client's* Health and Safety Management System,
- the *Client* advises the *Consultant* accordingly by notice in writing.
- (2) Where the *Consultant* has been advised by the *Client* of a breach, the *Consultant* corrects the situation by the date specified by the *Client*.
 - (3) The advice provided by the *Client* includes the *Client's* reasons for highlighting any breach and outlines the steps required of the *Consultant* to rectify the said breach or failing in Providing the Service.
- 1.2.19. Health and safety – charity based incentive schemes:
- (1) The *Client* supports and promotes the use of charity based incentive schemes as an aid to improving health and safety performance.
 - (2) It is a requirement that the *Consultant* also adopts such schemes and includes a combination of local and national charities if requested to do so by the *Client*.
- 1.3. **Health and Safety Maturity Matrix Action Plan**
- 1.3.1. The *Consultant* prepares a Health and Safety Maturity Matrix Action Plan ('HSMM Action Plan') and submits it to the *Service Manager* not later than 6 weeks following the Contract Date.
- 1.3.2. The HSMM Action Plan is based on the Health and Safety Maturity Matrix ('HSMM') and the associated implementation plan produced by the *Consultant* (or, where the *Consultant* is a joint venture, by each Consortium Member). It details the specific actions to be taken under this contract by the *Consultant* and its subcontractors (at any stage of remoteness from the *Client*) in order to support delivery of the improvements identified in the implementation plans for the *Consultant* or each Consortium Member.
- 1.3.3. The *Consultant* updates the HSMM Action Plan as needed to support delivery of the improvements identified in the implementation plans and, in any case, on each anniversary of the Contract Date. The annual updates are based on the updated HSMM and implementation plans produced by the *Consultant* (or, where the *Consultant* is a joint venture, by each Consortium Member).
- 1.3.4. The *Consultant* keeps a controlled copy of the HSMM Action Plan available for inspection by the *Client* and his representatives (including the *Service Manager*) at all times.
- 1.3.5. The *Service Manager* notifies the *Consultant* if at any time he considers that the HSMM Action Plan

- does not comply with the requirements of this contract or
- is not capable of delivering the improvements identified in the implementation plans.

1.3.6. Following such notification, the *Consultant* reviews the HSMM Action Plan and reports to the *Service Manager* setting out his proposed changes. If the *Service Manager* accepts the proposals, the HSMM Action Plan is changed.

1.4. Management of Road Risk

1.4.1. The *Client* supports and promotes the use of systems and procedures for the effective management of occupational road safety.

1.4.2. The *Consultant* has similar systems in place in accordance with UK HSE or industry guidance. This includes systems for assessing traffic management, driver competency, provision of driver safety training, vehicle maintenance, and accident and incident investigation.

1.5. Driving for Better Business

1.5.1. The *Consultant* manages work-related road safety (WRRS) to an appropriate standard as part of their organisation's health and safety at work programme.

1.5.2. Within six months of the *starting date*, the *Consultant*:

- (1) Undertakes a risk assessment of their 'driving at work' activities which covers all drivers and vehicles that may be used on business.
- (2) Develops and implements a 'driving for work' policy, or suite of policies, that complies with Health and Safety Executive (HSE) guidance and applies to all areas of the business, all types of driving undertaken, and is communicated effectively to all employees who may drive on business.
- (3) Prepares a statement from the CEO or board director responsible for WRRS that speaks to the importance attached to work-related road safety by the business and its senior management.
- (4) Implements an effective system for measuring and monitoring fleet activity including the frequency and severity of any collisions, together with driver and vehicle compliance. This includes as a minimum:
 - a) records of crashes and investigation results
 - b) driver training or education supplied
 - c) policy acceptance
 - d) driver licence checking

- e) vehicle checks and defect reporting, etc
 - (5) Implements an effective system for promoting the same level of awareness regarding WRRS, and compliance with HSE guidance with subcontractors. Subcontractors are required to complete 'the Driving for Better Business Commitment' <http://www.drivingforbetterbusiness.com/getting-started/the-commitment/> a self-declaration that they manage WRRS to minimum acceptable level. The *Consultant* should take any measures necessary to ensure they are satisfied this declaration is correct.
 - (6) Demonstrates to the *Client* the reduction of collisions, incidents or instances of non-compliance year on year, or provides a reasonable explanation if this is not the case.
 - (7) includes these requirements in all subcontracts and supply agreements
- 1.5.3. The *Consultant* works towards becoming a Business Champion in Highways England's Driving for Business Campaign. Where the *Consultant* is already working for the *Client* on another contract, they are required to become a DfBB Business Champion by 1st April 2019. Where the *Consultant* is a new supplier to the *Client* they have 18 months in which to become a DfBB Business Champion from the time they are appointed.

1.6. Security

1.6.1. Security:

- (1) The *Client* requires the *Consultant* and *Consultant's* employees to consent to the searching at any time by an authorised representative of the *Client* of their person or of any article including, without limitation, any container, package, box, holdall, suitcase or vehicle which is in the possession or use of *Consultant's* employees on the Affected Property, or being retained by the *Client* on behalf of the *Consultant* or *Consultant's* employees,
- (2) Any person not complying or unwilling to comply with the requirements above, is not permitted access to the Affected Property or is removed from the Affected Property and the *Client* does not accept liability for any costs arising directly or indirectly out of such circumstances.