

Scope

Framework Agreement and Lot Description:

Crown Commercial Service RM1089 Traffic Management
Technology 2 (TMT2)

Lot 12 Traffic Management Professional Services

Contract reference:

TMTii 18

services:

CHARM Technical Assurance Partner (TAP)

Contract duration:

2 years with 2 optional 1 year extensions (2+1+1)

1 Introduction and background

1.1 Description of the services

Summary

- 1.1.1 This Scope describes the *services* that are required to be supplied to support the *Employer* in the delivery of both its CHARM programme and its associated wider technology change programme.
- 1.1.2 The *Employer* requires a team of independent specialist advisors who have expert domain knowledge and experience in implementing mission critical technologies. This contract replaces the CHARM ATMS Systems Assurer.
- 1.1.3 Throughout delivery of both its CHARM programme and associated wider technology change programme, the *Consultant*:
 - a. provides non-biased, objective, independent technical advice and assurance to the *Employer*;
 - b. provides the optimum expertise in a timely manner;
 - c. produces deliverables as requested by the *Employer*;
 - d. assists the *Employer* with production of deliverables; and
 - e. assists the *Employer* with mitigating the impact of business change.

Services

- 1.1.4 As applicable to the Task Order, the *Consultant*:
 - a. provides impact assessment services;
 - b. provides witness testing, penetration testing, and provides other testing services;
 - c. provides human factors services;
 - d. provides behavioral insights services;
 - e. provides training needs analysis and training services;
 - f. provides training to the *Employer* or Others as instructed by the *Employer*;
 - g. provides project management, project controls and governance support services;
 - h. provides implementation, deployment and/or transition support services for business change projects;
 - i. provides technical and commercial benchmarking, due diligence and validation services;
 - j. provides business analysis and requirements gathering services;
 - k. provides options analysis services;
 - l. provides solution design and enterprise architecture services;
 - m. provides architectural support services;
 - n. provides root cause analysis and long term Problem Management (as defined in [ITIL](#)) services;
 - o. provides usage monitoring and analysis services;
 - p. produces and maintains the *Employer's* TMC operating procedures;

- q. produces and maintains disaster recovery, resilience, and business continuity procedures;
- r. provides advice or assurance on CHARM configuration changes and enhancements;
- s. provides cyber security services;
- t. provides asset management and inventory management services;
- u. undertakes system resilience, availability and performance assessments;
- v. provides data mining and data analysis services;
- w. provides advice or assurance on the ITIL lifecycle;
- x. purchases or leases equipment that is required to complete the Task;
- y. produces and maintains, or provides advice or assurance on, technical standards and specifications;
- z. provides advice or assurance on telecommunications networking, design configuration, and administration;
- aa. provides evaluation services;
- bb. undertakes, or provides advice or assurance on, data management services;
- cc. produces deployment guidelines;
- dd. provides user research services;
- ee. provides advice or assurance on traffic management technical standards (e.g. DATEXII, UTM, NTCIP, NMCS2);
- ff. provides advice or assurance on incident exchange technical standards (e.g. DEIT, MAIT);
- gg. provides advice or assurance on CCTV technical standards (e.g. ONVIF, VIH);
- hh. provides advice or assurance on secure government networks (e.g. NRTS, Airwave, ESN, PSN, PSN-P);
- ii. provides advice or assurance on integration with secure emergency services systems (e.g. PNC, C&C);
- jj. provides advice or assurance on intelligent transport systems (e.g. UTC, UTM, tunnel control and management systems, ATMS, ramp metering, MIDAS, meteorological system etc.) and their integration into CHARM;
- kk. undertakes, or provides advice or assurance on, health and safety impact assessments;
- ll. provides advice or assurance on infrastructure design (e.g. data centre, virtual servers);
- mm. provides advice or assurance on solution design and solution design standards (e.g. UML);
- nn. provides source code review services, including quality, programming standards (common, good industry practice, code-specific) and security considerations (e.g. malicious code insertion);
- oo. provides documentation review services, including tests for quality, readability and accuracy;

- pp. provides process audit services;
- qq. provides quality management system audits;
- rr. provides advice or assurance on the CHARM ATMS System Provider's performance;
- ss. supports procurement activities;
- tt. deputises for the *Employer's* Task Order Manager when applicable.

Task Order 1 (TO1): Contract management

- 1.1.5 The *Consultant* undertakes all administrative duties as detailed in paragraph 2, in order to ensure compliance with the Scope.
- 1.1.6 The *Consultants* only provides *key people* that are suitably experienced with the necessary qualifications (e.g. PRINCE2, MSP, or equivalent) for this Task Order.

Task Order 2 (TO2): Implementation plan assurance

- 1.1.6 The *Consultant* undertakes a review and gap analysis of the most recent CHARM implementation plan within 60 days of the *starting date*. A description of the contents of the current CHARM implementation plan is included at Annex H for informational purposes.
- 1.1.7 For each TMC, the *Consultant* identifies any steps in the CHARM implementation plan that have not been delivered.
- 1.1.8 For each TMC, the *Consultant* identifies any additional implementation steps that should be undertaken to assure delivery to time and quality.
- 1.1.9 The *Consultant* provides a written report on its review of the CHARM implementation plan and its outcomes, presenting findings and evidence based recommendations.
- 1.1.10 The *Consultant* provides initial specifications for services required to support or improve the CHARM implementation that the *Employer* may choose to commission independent of this contract.
- 1.1.11 The *Consultant* evaluates and reports on the technical and operational feasibility of the CHARM implementation plan, based on good industry practice.
- 1.1.12 The *Consultant* identifies technical and operational impacts that may arise from its evaluation of the CHARM implementation plan.
- 1.1.13 The *Consultant* validates fail back conditions and processes, based on good industry practice.
- 1.1.14 The *Consultant* provides a written report on any risks, issues or dependencies that may exist (which have not already been documented or mitigated) and suggests mitigation or contingency actions for the Customer Relationship Manager to consider (whether technical, operational or commercial).
- 1.1.15 The *Consultant* details where testing and support is required from other *Employer* contracts (for technology provision), systems, services or otherwise.
- 1.1.16 The *Consultant* makes recommendations to the Customer Relationship Manager to accept or reject the CHARM implementation plan for each TMC.

- 1.1.17 The *Consultants* only provides *key people* that are suitably experienced with the necessary qualifications (e.g. PRINCE2, MSP, MoR, APM, MoP, COBIT, or equivalent) for this Task Order.

Task Order 3 (TO3): Testing strategy assurance

- 1.1.18 The *Consultant* undertakes a review and gap analysis of the most recent CHARM testing strategy within 60 days of the *starting date*. A description of the contents of the current CHARM testing strategy is included at Annex I for informational purposes.
- 1.1.19 The *Consultant* shall undertake an in-depth review of the interface testing undertaken by the CHARM ATMS System Provider.
- 1.1.20 The *Consultant* provides a written report on the testing assurance and its outcomes, and how well the testing approach aligns with good industry practice.
- 1.1.21 The *Consultant* attends and witnesses testing workshops, factory acceptance tests and system acceptance tests, at the request of (and on behalf) of the *Employer*.
- 1.1.22 For each TMC, the *Consultant* undertakes an in-depth review and gap analysis of the CHARM test documentation including test plans, test specifications, and test reports.
- 1.1.23 For each TMC, the *Consultant* undertakes an in-depth review of the CHARM requirements matrix and identifies any functions or applications that have been missed or are not assured by the testing.
- 1.1.24 For each TMC, where testing is against an interface or otherwise connected to a non-CHARM system, the *Consultant* identifies the testing that may be required for the *Employer* to carry out on any non-CHARM systems and provide assurance that the overall architecture remains operational.
- 1.1.25 The *Consultant* identifies any other issues or opportunities that may exist with the testing regimes proposed.
- 1.1.26 The *Consultants* only provides *key people* that are suitably experienced with the necessary qualifications (e.g. ISTQB, ASTQB, BCS certification, COBIT, or equivalent) for this Task Order.

Task Order 4 (TO4): Architectural assurance

- 1.1.27 The *Consultant* provides architectural assurance on the use of the NMCS2 protocol in the CHARM architecture.
- 1.1.28 The *Consultant* provides architectural assurance on the use of the UTMIC protocol in the CHARM architecture.
- 1.1.29 The *Consultant* provides architectural assurance on the use of the ONVIF protocol in the CHARM architecture.
- 1.1.30 The *Consultant* provides architectural assurance on the use of the VIH protocol in the CHARM architecture.
- 1.1.31 The *Consultant* provides architectural assurance on the use of the DATEXII protocol in the CHARM architecture.
- 1.1.32 The *Consultant* provides architectural assurance on the use of the NTCIP protocol in the CHARM architecture.

- 1.1.33 The *Consultant* provides architectural assurance on the integration of secure emergency services systems (e.g. C&C, PNC) within the CHARM architecture.
- 1.1.34 The *Consultant* provides architectural assurance on the use of adaptor frameworks and integration layers (e.g. ESB) within the CHARM architecture.
- 1.1.35 The *Consultant* provides architectural assurance on the use of telephony and secure government communications networks (e.g. Airwave, ESN) within the CHARM architecture.
- 1.1.36 The *Consultant* provides source code reviews of the CHARM ATMS, taking into consideration industry wide quality programming standards.
- 1.1.37 The *Consultant* provides documentation reviews, taking into consideration quality, readability and accuracy.
- 1.1.38 The *Consultant* supports the *Employer* in collaborating and communicating between stakeholders, attending technical meetings upon request.
- 1.1.39 The *Consultant* assures the architectural and systems aspects of implementation and cutover for each TMC, including failover and rollback processes.
- 1.1.40 The *Consultants* only provides *key people* that are suitably experienced with the necessary qualifications (e.g. ITIL, TOGAF, BCS certification, COBIT, or equivalent) for this Task Order.

Task Order 5 (TO5): Infrastructure assurance

- 1.1.41 The *Consultant* provides advice or assurance on technical infrastructure designs provided by the *Employer*.
- 1.1.42 The *Consultant* provides assurance and support to the *Employer* in the delivery of its overall technical infrastructure failover design.
- 1.1.43 The *Consultant* provides technical infrastructure documentation reviews, taking into consideration quality, readability and accuracy.
- 1.1.44 The *Consultant* supports the *Employer* in collaborating and communicating between stakeholders, attending technical meetings upon request.
- 1.1.45 The *Consultant* provides commercial benchmarking and validation services to assure the efficient expansion of technical infrastructure services.
- 1.1.46 The *Consultant* assures the design of, and programme for, the physical aspects of implementation and cutover for each TMC, including physical implementation works and cabling in equipment rooms and TMCs, control room design issues, equality impact assessments, display screen equipment, and human factors considerations.
- 1.1.47 The *Consultants* only provides *key people* that are suitably experienced with the necessary qualifications (e.g. ITIL, BCS certification, COBIT, or equivalent) for this Task Order.

Task Order 6 (TO6): Quality management audits

- 1.1.48 The *Consultant* provides independent assessment of the CHARM ATMS System Provider's progress against the CHARM implementation plan at their premises in Duluth, Atlanta, USA, and provides a regular report to the *Employer*.
- 1.1.49 The *Consultant* attends monthly meetings at the CHARM ATMS System Provider's premises in Duluth, Atlanta, USA, to undertake an independent

assessment of the CHARM ATMS System Provider's progress against the CHARM implementation plan by inspecting relevant project documentation provided by the CHARM ATMS System Provider and interviewing relevant resources employed by the CHARM ATMS System Provider.

- 1.1.50 The *Consultant* considers the completeness and accuracy of the CHARM implementation plan at the date of the assessment.
- 1.1.51 The *Consultant* considers the availability and scheduling of the CHARM ATMS System Provider's resources to meet the forward plan of activities.
- 1.1.52 The *Consultant* considers the status of requirements capture activities and the development of the end-to-end user stories and workflows required to deliver an integrated, fully operational solution to the *Employer*. The *Consultant* considers the status of factory acceptance testing, unit testing and business integration testing.
- 1.1.53 The *Consultant* considers the status of bug and defect resolution.
- 1.1.54 The *Consultant* considers the completeness and accuracy of "known knowns" and "known unknowns" dependencies, and their status in the implementation plan.
- 1.1.55 The *Consultant* considers the content of risk and issue logs, including the assignment of ownership, status of mitigating and/or remedial actions, and proactivity in the management of risks and issues.
- 1.1.56 The *Consultants* only provides *key people* that are suitably experienced with the necessary qualifications (e.g. Six Sigma, PRINCE2, MSP, [BS EN ISO 9001:2008](#), COBIT, or equivalent) for this Task Order.

Task Order 7 (TO7): Business readiness

- 1.1.55 The *Consultant* provides business readiness support to the *Employer* to ensure that the *Employer* has the necessary people, roles, and organisational structures in place in order to operate the CHARM ATMS.
- 1.1.56 The *Consultant* provides business readiness support to the *Employer* to ensure that the *Employer* has the necessary processes, operating procedures, and technical governance in place in order to operate the CHARM ATMS.
- 1.1.57 The *Consultant* provides business readiness support to the *Employer* to ensure that the *Employer* has the necessary tools, technology, and contracts in place in order to operate the CHARM ATMS.
- 1.1.58 The *Consultant* provides business readiness support to the *Employer* to ensure that *Employer* initiatives are technologically aligned.
- 1.1.59 The *Consultants* only provides *key people* that are suitably experienced with the necessary qualifications (e.g. PRINCE2, MSP, MoR, APM, MoP, COBIT, CIPD, CIPS, or equivalent) for this Task Order.

1.2 *Employer's objectives*

- 1.2.1 CHARM is a critical part of ensuring the *Employer's* SRN is fit for the future and will replace the many legacy systems that are currently used to manage the SRN with a new integrated ATMS.
- 1.2.2 The vision for CHARM is to create safer roads, faster response times and more reliable journeys for the travelling public in England by implementing technologies fit for the present and the future.

- 1.2.3 CHARM will install, migrate and service support a new, integrated ATMS capable of managing current and planned capacity of the SRN and with provision to interface with emerging technologies.

1.3 Background

Introduction to Highways England

- 1.3.1 The *Employer's* key strategic and business priorities are to:
- Make our roads safer;
 - Improve the experience of all road users;
 - Deliver the £15 billion of investment set out in the government's 5 year Road Investment Strategy.
- 1.3.2 The *Employer's* key business objectives are set out in a number of key documents, including (but not limited to):
- [Road Investment Strategy 2015 to 2020;](#)
 - [Highways England Delivery Plan 2015 to 2020;](#)
 - [Highways England Operational Technology Strategy 2015;](#)
 - [Highways England Innovation, Technology and Research strategy;](#)
 - [Highways England Traffic Information Strategy.](#)
- 1.3.3 In order to deliver the above priorities, the *Employer's* staff, its partners and suppliers are expected to demonstrate the following values:
- Safety;
 - Integrity;
 - Passion;
 - Ownership;
 - Teamwork.
- 1.3.4 The *Employer's* ambition is to ensure our major roads are more dependable, durable and most importantly, are safe.
- 1.3.5 The *Employer* works hard to make sure the SRN is:
- free flowing – where routine delays are infrequent and journeys are reliable;
 - safe and serviceable – where no-one should be harmed when travelling or working;
 - accessible and integrated – so people are free to choose their mode of transport and can move safely across and alongside our roads.
- 1.3.6 The *Employer* further aims to:
- support economic growth with a modern and reliable road network that reduces delays, creates jobs, helps business and opens up new areas for development;
 - ensure our activities result in a long term and sustainable benefit to the environment.
- 1.3.7 The SRN is managed through seven regional TMCs (RCCs), a specialist TMC for the Dartford river crossing, various tunnels (including Hindhead tunnel), a national TMC (NTOC), various road maintainers (commonly

referred to as “area service providers” or “maintenance and response contractors”), various RTMCs, and various road maintenance control rooms, which manage road maintenance on a regional basis (commonly referred to as “areas”). A number of road maintenance control rooms are now staffed directly by the *Employer*, through an initiative known as Asset Delivery. On the *starting date*, there will be three active Asset Delivery offices, operating at:

- a. Stirling House, Mansfield for area 7;
- b. Penrith and Preston for area 13;
- c. Darlington for area 14;
- d. Bristol for area 1 and 2.

1.3.8 The *Employer* has a uniformed TOS who serve in TMCs and patrol key areas of the SRN.

CHARM

1.3.9 Since May 2011, when the *Employer* and RWS signed a letter of intent to jointly develop the new generation of systems for their TMCs, the feasibility of the CHARM programme has been established, the business case has been developed, options have been explored, and the preferred approach agreed.

1.3.10 To ensure a robust outcome, the *Employer* will base the new TMC systems on proven products rather than developing bespoke solutions. Rigorous testing and proof of concept before purchase, intensive piloting and testing, and an incremental rather than a “big bang” implementation are also central to the approach.

1.3.11 The new system will consist of a core package of a proven ATMS, with additional modules integrated into the CHARM architecture (as displayed in Annex G) to provide any necessary extra functions and capability.

1.3.12 As of October 2015, the CHARM project entered the design phase, which is expected to last until late spring 2018, after which the software build phase will commence.

1.3.13 Following the build phase of the project, CHARM ATMS will first go-live at the north east TMC in Wakefield late spring 2019. Following the first TMC, a new contractor (the CHARM AIMS provider) will migrate CHARM to the remaining TMCs and provide service management for the CHARM solution.

1.3.14 In March 2016, a temporary test environment for the CHARM ATMS went live in the north east TMC and West Hallam. This environment is being used to perform functional tests between the new software products and existing hardware (signs, signals, CCTV etc.).

1.3.15 In May 2017, a contract was let with Advanced 365 for the provision of a permanent test and highly resilient production environment. This environment will be used to host the ATMS (and other mission critical systems) pre and post implementation at the first TMC.

1.3.16 CHARM is not only concerned with delivering the future of the *Employer's* day to day traffic operations, but is also investigating what future technology is being developed and how this could be implemented by the *Employer* and RWS. Both the *Employer* and RWS are keen to develop and implement emerging technologies which can enhance highways management. To promote this concept, the development a European Commission-sponsored Pre Commercial Procurement (PCP) was launched to challenge the market to develop innovative traffic management modules and integrate them into the

CHARM architecture as part of a proof of concept. A number of enterprises competed in developing technology in three potential fields:

- a. Advanced distributed network management;
- b. Detection and prediction of incidents; and
- c. Support of cooperative ITS function.

1.3.17 In total, 6 suppliers produced proof of concept designs.

1.4 Parent Company Guarantee

1.4.1 The form of parent company guarantee is set out in Annex C.

1.5 Form of Novation

1.5.1 The form of novation is set out in Annex D.

2 General requirements

2.1 Task Orders

2.1.1 A list of Task Orders commissioned via the CHARM ATMS Systems Assurer contract are included at Annex J for informational purposes.

2.1.2 During the contract, the *services* shall be commissioned on a Task Order basis, in accordance with the tendered *staff rates*.

2.1.3 Before issuing a Task Order, the *Employer* issues a Task brief to the *Consultant* using section 1 of the *Employer's* Task Order form included at Annex F. The Task brief includes:

- a. A description of the *services* required;
- b. The information to be provided to the *Consultant* by the *Employer*;
- c. Contact details;
- d. The timescale in which the work is to be carried out; and
- e. Deliverables and any associated tests.

2.1.4 The *Consultant* responds to the brief with a Task proposal using section 2 of the *Employer's* Task Order form included at Annex F, containing the following information:

- a. Scope of the work;
- b. Methodology (including timescales);
- c. Personnel to manage and undertake the work including any additional specialists not named as *key people*;
- d. An estimate of the total of the Prices to undertake the work; and
- e. The reporting regime.

2.1.5 The *Consultant* submits the Task proposal to the Customer Relationship Manager by means of email.

2.1.6 The Task proposal may then be the subject of discussions to clarify the extent and scope of the work, proposed timescales or other matters. Following agreement, the *Employer* issues the Task Order to the *Consultant* using the *Employer's* Task Order form included at Annex F.

2.1.7 Task proposals shall be supplied to the Customer Relationship Manager within two weeks from the receipt of a Task brief.

- 2.1.8 If additional Task Orders are required, or revisions to existing Task Orders are required, the Customer Relationship Manager will instruct the Business Relationship Manager to provide a new proposal in accordance with the tendered *staff rates*. The *Consultant* is not permitted to charge for time in relation to the preparation of Task Orders.
- 2.1.9 The Business Relationship Manager and Customer Relationship Manager shall appoint Task Order Managers to each of the Task Orders.
- 2.2 **Quality management**
- 2.2.1 The *Consultant* Provides the Services under a quality management system which
- complies with [BS EN ISO 9001:2008](#) (or equivalent);
 - incorporates an environmental management system consistent with [ISO 14001](#) (or equivalent);
 - has third party certification from an accreditation body approved by the applicable national member of the European Co-operation on Accreditation or is operating in preparation for accreditation within 12 months of the Contract Date;
 - includes processes for delivering continual improvement following the guidance in [ISO 9004](#) (or equivalent); and
 - complies with good industry practice.
- 2.2.2 The *Consultant* shall ensure that a quality policy statement and a quality plan (the exact format of which will be agreed after the *starting date*) is in place one month after the *starting date*, which shall be submitted to the Customer Relationship Manager for acceptance. The quality plan shall be reviewed and kept up to date from the *starting date* until the *completion date*. As a minimum, the quality plan must detail how the *Consultant* shall assure the quality of all outputs, how Defects will be corrected, the processes for regular audits, and how the *Consultant's* quality management system will be applied.
- 2.2.3 The quality plan incorporates the proposals in the Quality Statement and is sufficiently detailed to demonstrate how the *Consultant* will achieve each of the commitments in the Quality Statement and meet the *Employer's* objectives for the contract.
- 2.2.4 The *Employer* notifies the *Consultant* if he considers that the quality plan does not comply with the requirements of the Scope. Following such notification the *Consultant* reviews the quality plan and reports to the *Employer* setting out his proposed changes. If the *Employer* accepts the proposals the quality plan is changed.
- 2.2.5 The *Employer* may carry out audits of the *Consultant's* quality management system from time to time. The *Consultant* allows access at any time within working hours to any place where he or any Subconsultant carries out any work that relates to this contract for the *Employer* to carry out audits, to inspect work and materials and generally to investigate whether the *Consultant* is performing his obligations under this contract. The *Consultant* provides all facilities necessary to allow such audits and inspections to be carried out.
- 2.2.6 Following notification of a Defect, the *Consultant* submits to the *Employer* for acceptance the corrective and preventative action that he proposes to take to deal with the nonconformity. The *Consultant* does not take action to deal with the nonconformity until the *Employer* has accepted his proposals.

- 2.2.7 Within one week of the *Consultant* submitting the proposed corrective and preventative action to him for acceptance, the *Employer* either accepts the proposal or notifies the *Consultant* of his reason for not accepting it. A reason for not accepting the proposed action is that:
- it does not take action required to ensure that nonconformities do not recur or
 - it does not comply with the Scope.
- 2.2.8 If the *Employer* does not accept the proposed action, the *Consultant* submits a revised proposal to the *Employer* for acceptance within one week.
- 2.2.9 The *Consultant* corrects nonconformities and takes action to eliminate the causes of actual or potential nonconformities within a time which minimises the adverse effect on the *Employer* or Others and in any event before carrying out any operation the same or similar as that in respect of which the nonconformity occurred.
- 2.2.10 The *Consultant* notifies the *Employer* when the proposed actions have been taken and provides with his notification verification that the defective part of the services has been corrected.
- 2.3 **NOT USED**
- 2.4 **Project Performance Indicators**
- 2.4.1 The *Consultant* records performance against each of the Project Performance Indicators in the latest version of the CPF and assists the *Employer* in the development of this measurement toolkit by proposing and developing ways in which improvements can be made to the toolkit. No changes are implemented unless agreed in writing.
- 2.4.2 The *Consultant* works to the CPF toolkit, and provide scores on a quarterly basis. The CPF toolkit will be agreed between the *Consultant* and the *Employer* one month after the *starting date*. Scores for both the *Consultant* and the *Employer* will be agreed before they are sent on. Please refer to informational annexes for an illustrative example.
- 2.4.3 Interim assessments are made by the *Consultant* at monthly intervals and are reported in advance of progress meetings. If the interim assessments indicate that a performance target is not likely to be met, the *Consultant* submits proposals for changes to procedures to the *Employer* for acceptance. At the end of each Task, a final self-score report is produced and agreed with the Customer Relationship Manager. The *Consultant* prepares an improvement plan showing how performance will be improved during any further Tasks.
- 2.4.4 In determining the allocation of future work under this contract, the *Employer* will use the *Consultant's* performance against these Project Performance Indicators on each Task.
- 2.4.5 On each anniversary of the Contract Date the *Consultant* submits proposals for improvements for the following year in order to meet the requirement for continual improvement in performance.
- 2.5 **Financial management**
- 2.5.1 The *Consultant* includes on his invoices the purchase order number. The *Consultant* submits with each invoice such records as the *Employer* requires, including time sheets and details of expenses.

- 2.5.2 The *Consultant* notifies the *Employer* of the name and address of his bank, the account name and number, the bank sort code and any other details required to make direct payments into that account.
- 2.6 **Health and safety requirements**
- 2.6.1 The *Consultant* complies with the *Employer's* rules, regulations, health and safety policies and any safety and security instructions notified to the *Consultant*.
- 2.6.2 The *Consultant* works to the [ISO45001](#) standard for health and safety (or equivalent).
- 2.6.3 The *Consultant* provides the *Employer* with their standard health and safety risk assessments, and shall undertake new risk assessments for any non-standard tasks as required.
- 2.6.4 The *Consultant* reports to the *Employer* any accidents to people employed by the *Consultant* which require to be reported in accordance with relevant health and safety legislation.
- 2.6.5 The *Consultant* and the *Employer* notify each other of any known special health and safety hazards which may affect the performance of the *services*. The *Consultant* informs and instructs people employed by him on the hazards and any necessary associated safety measures.
- 2.6.6 The *Consultant* complies with *Employer'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 *Employer*.
- 2.6.7 If any incident occurs that the *Consultant* considers is not within the remit of IAN 128 the *Consultant*:
- notifies the *Employer* of the incident; and
 - reports the incident as if the incident was in the remit of IAN 128 if required by the *Employer*.
- 2.6.8 Any document that would otherwise fail to be disclosed by the *Consultant* to the *Employer* may be withheld by the *Consultant* provided the *Consultant's* legal advisor confirms to the *Employer* that the document is:
- A confidential communication between the *Consultant* and its legal advisor for the purpose of seeking or giving legal advice that the legal advisor would normally expect to be given legal privilege in the normal course of its business with the *Consultant*; and
 - A confidential communication between the *Consultant* or its legal advisors 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).
- 2.6.9 The *Consultant* ensures that all subcontracts (at any stage of remoteness from the *Employer*) contain requirements similar to paragraphs 2.6.4 to 2.6.6.
- 2.6.10 The *Consultant* does not:
- Appoint a Subconsultant; or
 - Allow a Subconsultant to appoint a sub-subconsultant (at any stage of remoteness from the *Employer*)

until the *Consultant* has demonstrated to the *Employer* that the subcontract (at any stage of remoteness from the *Employer*) complies with paragraph 2.6.7.

2.7 Environmental management and related aspects

- 2.7.1 In Providing the Services the *Consultant* complies with the *Employer's* environmental policy, which is to conserve energy, water and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- 2.7.2 Paper for written outputs produced by the *Consultant* in connection with the contract complies with the relevant Government Buying Standard (<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>) and is used on both sides where appropriate.
- 2.7.3 Goods purchased by the *Consultant* on behalf of the *Employer* (or which will become the property of the *Employer*) comply with the relevant minimum environmental standards specified in the Government Buying Standard (<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>).

2.8 Energy efficiency

- 2.8.1 The *Consultant* complies with [PPN 7/14](#)
 - a. In Providing the Services; and
 - b. in the purchase of products for use by the *Consultant* partially or wholly for the purpose of Providing the Services comply with the standards for products in Directive 2012/27/EU.
- 2.8.2 The *Consultant* demonstrates to the *Employer* how, through Providing the Services, any new products purchased by the *Consultant* for use partially or wholly for the purpose of Providing the Services, complies with the requirements of Procurement Policy Note 7/14 entitled "[Implementing Article 6 of the Energy Efficiency Directive](#)".

2.9 Project management

Rights to use material

- 2.9.1 The *Employer* may use material provided by the *Consultant* under this contract for any purpose.

Working with Others

- 2.9.2 The *Consultant* does not enter into commitments when dealing with third parties that might impose any obligations on the *Employer* except with the consent of the *Employer*.

Meetings and reports

- 2.9.3 The *Consultant* reports on the performance of the services and attends all meetings arranged by the *Employer* for the discussion of matters connected with the performance of the services.
- 2.9.4 The *Consultant* meets with the Customer Relationship Manager for monthly progress meetings. These meetings will take place in the *Employer's* office in Bristol or elsewhere by agreement. The *Consultant* records minutes and actions, and distributes these within one week following the meeting.

- 2.9.5 The *Consultant* provides monthly progress reports (at least one week in advance of the monthly progress meeting) to the Customer Relationship Manager, detailing progress against the programme, Defect updates, Risk Register updates, updates to Prices, early warnings, financial commitments and future forecasting, resourcing utilisations and forecasts, alternative options for improving the effectiveness of the *services*, and change management (e.g. notification of new, and progress against existing, compensation events and Task Orders).
- 2.9.6 The *Consultant* may be required to produce Exception Reports (as defined in PRINCE2) for unusual occurrences.
- 2.9.7 The *Consultant* may be required to attend monthly internal programme board meetings.

Drawings, specifications, software, designs and other data

- 2.9.8 The *Employer* provides the *Consultant* with access to all relevant deliverables produced so far under its CHARM programme.
- 2.9.9 The *Consultant* delivers to the *Employer* on Completion the final 'deliverable' version of any data in an agreed format.
- 2.9.10 If this contract is terminated the *Consultant* delivers to the *Employer* working versions of each deliverable that has not been completed.
- 2.9.11 If information is to be exchanged electronically, the *Consultant* complies with the *Employer's* procedures for safeguarding the connection and the format of transmitted data.
- 2.9.12 The *Consultant* provides to the *Employer* copies of such records and documents as the *Employer* requests.
- 2.9.13 The *Consultant* creates and maintains a deliverables register, to log all deliverables produced from the *starting date* until the *completion date*, which is released to the Customer Relationship Manager upon request.
- 2.9.14 The *Consultant* provides an electronic copy of all deliverables produced in relation to the *services* on an annual basis or upon instruction by Customer Relationship Manager.
- 2.9.15 The *Consultant* creates and maintains a register of all compensation events and Task Orders, which is released to the Customer Relationship Manager upon request.

2.10 Information security

- 2.10.1 The *Consultant* ensures that all staff deployed to Provide the Services from the *starting date* until the *completion date* have signed security operating procedures appropriate to their role, such that they understand and have acknowledged their security responsibilities before being deployed to Provide the Services. These security operating procedures shall make clear the implications of a breach of security responsibility (which may include criminal prosecution, disciplinary action and civil redress).
- 2.10.2 The *Consultant* ensures that all staff deployed to Provide the Services from the *starting date* until the *completion date* have had security or information assurance training relevant to their role. The *Consultant* ensures that such training shall be updated, and all roles identified as requiring such training shall attend such training, on no-less than an annual basis. Where an individual is performing a specific function relevant to security within the

services, the *Consultant* provides them with role-specific information assurance training as appropriate.

- 2.10.3 The *Consultant* ensures that a Security Management Plan (the exact format of which will be agreed after the *starting date*) is in place two months after the *starting date*, which shall be submitted to the Customer Relationship Manager for acceptance. The Security Management Plan shall be reviewed and kept up to date from the *starting date* until the *completion date*. As a minimum, the Security Management Plan must detail how the *Consultant* will adhere to the *Employer's* policies and procedures for handling and protecting data, how security risks and threats will be identified and mitigated, and how security Defects will be corrected.
- 2.10.4 The *Consultant* provides a level of security which:
- is in accordance with best practice;
 - complies with the *Employer's* Security Policy as defined in MCH2610 (please refer to annex);
 - complies with the Cabinet Office Security Policy Framework (as defined at <https://www.gov.uk/government/publications/security-policy-framework>); and
 - mitigates any specific security threats to the services.
- 2.10.5 The *Consultant* conducts regular audits of Subconsultants to ensure compliance with the security requirements. The *Consultant* provides the Customer Relationship Manager with the results of such audits on request and at no additional cost to the *Employer*.
- 2.10.6 The *Consultant* does not use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Services.
- 2.10.7 On Completion or earlier termination, the *Consultant* gives to the *Employer* all Personal Data held by them and destroys electronic and paper copies of such data in a secure manner.

2.11 Insurance

- 2.11.1 The supply to the *Employer* of any evidence of insurance cover in compliance with requirements of clause 81.2 of the *conditions of contract* shall not imply acceptance by the *Employer* that the extent of insurance cover is sufficient or that the terms and conditions thereof are satisfactory nor be a waiver of the *Consultant's* liability under the contract.
- 2.11.2 The insurance shall be taken out and maintained with insurers who are of good financial standing and of good repute in the international market.
- 2.11.3 The *Consultant* notifies the *Employer* at least ten (10) days prior to cancellation, suspension, termination or non-renewal of any of the insurances required by the contract.
- 2.11.4 The *Consultant* shall not (and the *Consultant* shall ensure that none of its Subconsultants of any tier) take any action or fail to take any action or, insofar as is reasonably within its power, permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the insurances required by this contract.
- 2.11.5 The *Consultant* meets its statutory insurance obligations in full. Insurances required to comply with all statutory requirements including, but not limited to, *Employers' Liability Insurance* and *Motor Third Party Liability Insurance*.

- 2.11.6 The limit of indemnity for the *Employers' Liability Insurance* shall be any one occurrence inclusive of costs, the number of occurrences being unlimited during the period of insurance or such greater amount as is required by the applicable law until the *completion date* or such greater period as is required by law.
- 2.11.7 Compulsory insurances are to contain an indemnity to principal's clause in respect of claims made against the *Employer* arising out of the performance of the *Consultant* of its duties under this contract.
- 2.12 **Legal Opinion for non-Untitled Kingdom Registered Company**
- 2.12.1 Any legal opinion provided by the *Consultant* in support of a Parent Company Guarantee from a non-UK registered company includes (among others) the following matters:
- a. confirmation that:
 - a. the Controller is a corporation duly incorporated in the relevant jurisdiction, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated;
 - b. the Controller has full power to execute, deliver, enter into and perform its obligations under the Parent Company Guarantee;
 - c. all necessary corporate, shareholder and other action required to authorise the execution and delivery by the Controller of the Parent Company Guarantee and the performance by it of its obligations under it have been duly taken;
 - d. execution by the proposed signatories in accordance with the method of execution proposed will constitute valid execution by the Controller;
 - e. the execution and delivery by the Controller of the Parent Company Guarantee and the performance of its obligations under it will not conflict with or violate:
 - i. the constitutional documents of the Contrisdition in which it is incorporated;
 - ii. any order of any judicial or other authority in the jurisdiction in which it is incorporated; or
 - iii. any mortgage, contract or other undertaking which is binding on the bidder or its assets; and
 - b. (assuming that it is binding under English law) the Parent Company Guarantee constitutes legal, valid and binding obligations of the Controller enforceable in accordance with its terms;
 - c. notification of any other formalities to be complied with under local law which may be necessary to enforce the Parent Company Guarantee in the Controller's place of incorporation, including (for example) notarisation, legalisation or registration of the Parent Company Guarantee;
 - d. notification of whether withholding is required to be made by the Controller in relation to any monies payable to *Employer* under the Parent Company Guarantee;
 - e. confirmation of whether the *Employer* will be deemed to be resident or domiciled in the foreign jurisdiction by reason of its entry into the Parent Company Guarantee; and

- f. confirmation that the Controller and its assets are not entitled to immunity from suit, pre-judgment attachment or restraint or enforcement of a judgment on grounds of sovereignty or otherwise in the courts of England and Wales in respect of proceedings against it in relation to the Parent Company Guarantee.

2.13 Conflict of interest

- 2.13.1 The *Consultant* does not take an action which would cause a conflict of interest to arise in connection to this contract. The *Consultant* notifies the *Employer* if there is any uncertainty about whether a conflict of interest may arise exist or arise.
- 2.13.2 The *Consultant* notifies the employees and Subconsultants (at any stage of remoteness from the *Employer*), and ensures any Subconsultant informs its employees, who are Providing the Service, that they do not take an action which would cause an actual or potential conflict of interest to arise in connection with the *services*.
- 2.13.3 The *Consultant* ensures that any employee and that any Subconsultant (at any stage of remoteness from the *Employer*) ensures any of its employees, who are Providing the Service, completes a declaration of interests and conflict of interests in the form set out in Annex E. The *Consultant* issues to the *Employer* any completed declaration of interests and conflict of interests.
- 2.13.4 The *Consultant* procures any Subconsultant (at any stage of remoteness from the *Employer*) immediately notifies the *Consultant* and *Employer* if there is any uncertainty about whether a conflict of interest may exist or arise, and immediately notifies the *Employer* if there is any uncertainty about whether conflict of interest may exist or arise.
- 2.13.5 If the *Consultant* or Subconsultant (at any stage of remoteness from the *Employer*) notifies the *Employer*, the *Employer* may:
 - a. require the *Employer* to stop Providing the Service until any conflict of interest is resolved; and/or
 - b. require the *Consultant* to submit to the *Employer* for acceptance a proposal to remedy the actual or potential conflict of interest.
- 2.13.6 A reason for not accepting the submission is that it does not resolve any conflict of interest. The *Consultant* amends the proposal in response to any comments from the *Employer* and resubmits it for acceptance by the *Employer*. The *Consultant* complies with the proposal once it has been accepted.
- 2.13.7 Any step taken under this condition is not a compensation event.
- 2.13.8 A failure to comply with this obligation is treated as a substantial failure by the *Consultant* to comply with his obligations.
- 2.13.9 The *Consultant* accepts that in Providing the Services, there are various restrictions on what related contracts they can tender for, in accordance with the *Employer's* procurement policy located at <https://www.gov.uk/government/organisations/highways-england/about/procurement>. As to avoid a conflict of interest, the *Consultant* accepts that they are prohibited from applying for the CHARM ATMS System Provider and CHARM AIMS contracts.

2.14 Other constraints on how the *Consultant* is to Provide the Services

- 2.14.1 It is anticipated that the majority of the *services* will be conducted by the *Consultant* during normal working hours. Normal working hours are defined as Monday to Friday 9am to 5pm inclusive, excluding bank holidays. In some exceptional circumstances, the *Consultant* may need to work outside these hours.
- 2.14.2 The *Consultant* claims *expenses* (where such claims are applicable, as agreed with the Customer Relationship Manager) in accordance with the *Employer's* policies.
- 2.14.3 The *Consultant* operates a robust document and configuration management process to ensure that deliverables and products are scheduled and managed with full traceability.
- 2.14.4 The *Consultant* uses business software that is fully compatible with the *Employer's* preferred business software, which is currently MS Office 2010.
- 2.14.5 The *Consultant* ensures that all staff deployed to Provide the *Services* from the *starting date* until the *completion date* have been security vetted in accordance with the HMG Baseline Personnel Security Standard (BPSS) guidance on pre-employment screening as defined at <https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>.
- 2.14.6 The *Consultant* complies with all other standards as outlined in Schedule 2 clause 2.17 of the TMT2 Framework Agreement.
- 2.14.7 The *Consultant* operates processes that ensures that they and any Subconsultants clearly understand their role in meeting the objectives of the *services*.
- 2.14.8 The *Consultant* manages the provision of the *services* to the *Employer* through a "one stop shop" approach. The *Consultant* ensures that advice requiring input from a number of disciplines is "joined up", consistent and coherent. The *Consultant* ensures that there is no replication of advice provided by different disciplines and that there is no conflicting advice provided by different disciplines.
- 2.14.9 Where the *services* are provided through a number of Subconsultants then the *Consultant* provides the focal point for advice to ensure that the "one stop shop" approach is complied with.
- 2.14.10 The *Consultant* operates a process for managing a workforce that is dispersed across many geographical locations.
- 2.14.11 The *Consultant* maintains a suitably structured team to address all of the areas of responsibility identified in the Scope.
- 2.14.12 The *Consultant* appoints a Business Relationship Manager, and the *Employer* appoints a Customer Relationship Manager, who serve as the respective single points of contact for each party from the *starting date* until the *completion date*. The Business Relationship Manager oversees the day-to-day running of the *services*.
- 2.14.13 The *Employer's* stakeholders are currently located at Highways England's Bristol, Birmingham, Manchester and Leeds offices, at TMCs, and road maintenance control rooms. The *Consultant* will be required to operate from their own premises within the United Kingdom and deliver services at various locations that may include (but are not limited to):
- a. Highways England offices, primarily Bristol, Birmingham and Wakefield;

- b. TMCs;
 - c. The CHARM ATMS System Provider's premises;
 - d. Stakeholders premises; and
 - e. Highways England data centres.
- 2.14.14 The *Consultant* attends an inception meeting with the *Employer* within two weeks from the *starting date*.
- 2.14.15 The *Consultant* is fully mobilised to Provide the Services within one month from the *starting date*.
- 2.14.16 The *Consultant* establishes and maintains appropriate channels of communication between stakeholders.
- 2.14.17 The *Consultant* produces and maintains a schedule of all *key people* from the *starting date* until the *completion date*.
- 2.14.18 The *Consultant* ensures that any key people hold the same Skills for the Information Age (SFIA) competencies (as defined at <https://www.sfia-online.org>) as are attributed to the grade for their *staff rates*. Upon the request of the Customer Relationship Manager, the *Consultant* provides evidence that the resources assigned to Task Orders are appropriately qualified. The *Consultant* ensures that all resources assigned to Task Orders maintain their skills and level of expertise through continuous professional development.
- 2.14.19 The *Consultant* ensures that the following Management Products (as defined in PRINCE2) (the exact format of which will be agreed after the *starting date*) are in place one month after the *starting date*:
- a. Project Brief;
 - b. Communication Management Strategy;
 - c. Issue Register;
 - d. Lessons Log; and
 - e. Risk Management Strategy.
- The Management Products are submitted to the Customer Relationship Manager for their acceptance, and shall be reviewed and kept up to date from the *starting date* until the *completion date*. For the avoidance of doubt, these Management Products refer to management of the *services*, not the CHARM programme.
- 2.14.20 The *Consultant* ensures that a Knowledge Transfer Plan (the exact format of which will be agreed after the *starting date*) is in place three months after the *starting date*, which shall be submitted to the Customer Relationship Manager for their acceptance. The Knowledge Transfer Plan is reviewed and kept up to date from the *starting date* until the *completion date*. As a minimum, the Knowledge Transfer Plan details how the *Consultant* shall transfer knowledge to the *Employer* prior to the *completion date*.
- 2.14.21 The *Consultant* ensures that an Exit Management Plan (the exact format of which will be agreed after the *starting date*) is in place three months after the *starting date*, which shall be submitted to the Customer Relationship Manager for their acceptance. The Exit Management Plan is reviewed and kept up to date from the *starting date* until the *completion date*. As a minimum, the Exit Management Plan details how the *Consultant* shall provide support to (and co-operate with) the *Employer* and any replacement

Consultant appointed following the *completion date*, to enable a smooth transfer of responsibilities, assets and uncompleted work within the last three months prior to the *completion date*.

- 2.14.22 The *Consultant* ensures that a Business Continuity Plan (the exact format of which will be agreed after the *starting date*) is in place three months after the *starting date*, which shall be submitted to the Customer Relationship Manager for their acceptance. The Business Continuity Plan is reviewed and kept up to date from the *starting date* until the *completion date*. As a minimum, the Business Continuity Plan details how the *Consultant* shall ensure continuity of the *services* in the event of an emergency, or to take account of staff leaving either the *Consultant* or any Subconsultant.
- 2.14.23 The *Consultant* ensures that all communications to stakeholders are approved by the Customer Relationship Manager.
- 2.14.24 The *Consultant* keeps logs and records of all activities associated with the *services*, including a log of staff providing the *services*; Defects, tests and inspections etc.
- 2.14.25 The *Consultant* ensures that the language of all documentation produced will be in plain English and understandable by both technical and non-technical employees.

Annex A: NOT USED

Annex B: Definitions

Term	Description
AIMS	Application Integration and Maintenance Services contract.
Airwave	A mobile communications network used by Great Britain's emergency services.
APM	Association for Project Management.
Asset Delivery	Asset Delivery; an <i>Employer</i> initiative which outlines a new contracting model for road maintenance, whereby the <i>Employer</i> takes more responsibility for co-ordinating and prioritising maintenance activities.
ASTQB	American Software Testing Qualifications Board.
ATMS	Advanced Traffic Management System.
ATMS System Provider	Kapsch TrafficCom.
BCS	British Computer Society; the Chartered Institute for IT.
Business Continuity Plan	The Business Continuity Plan details how the <i>Consultant</i> shall ensure continuity of the <i>services</i> in the event of an emergency, or to take account of staff leaving either the <i>Consultant</i> or any Subconsultant.
Business Relationship Manager	An individual with responsibility for the day to day running of the <i>services</i> on behalf of the <i>Consultant</i> .
C&C	Command and Control.
CCTV	Closed circuit television.
CHARM	Common Highways Agency Rijkswaterstaat Model.
CIPD	Chartered Institute of Personnel and Development.
CIPS	Chartered Institute of Procurement and Supply.
COBIT	Control Objectives for Information and Related Technologies.
Communication Management Strategy	As defined in PRINCE2. Describes the means and frequency of communication between the project and its stakeholders.
CPF	Collaborative Performance Framework; a toolkit used by the <i>Employer</i> to assess the <i>Consultant's</i> performance against the Project Performance Indicators.
Customer	An individual with responsibility for the day to day running of the

Term	Description
Relationship Manager	<i>services on behalf of the Employer.</i>
DATEXII	A data exchange standard developed for information exchange between TMCs.
DEIT	Direct Electronic Incident Transfer.
ESB	Enterprise Service Bus.
ESN	Emergency Services Network.
European Commission	The European Commission is an institution of the European Union, responsible for proposing legislation, implementing decisions, upholding the EU treaties and managing the day-to-day business of the EU.
European Co-operation on Accreditation	The European Co-operation for Accreditation (EA) is an association of national accreditation bodies in Europe that are officially recognised by their national governments to assess and verify, against international standards, organisations that carry out evaluation services such as certification, verification, inspection, testing and calibration (also known as conformity assessment services).
Exception Reports	As defined in PRINCE2. Describes an exception situation, its impact, options, and recommendations to the programme board.
Exit Management Plan	The Exit Management Plan details how the <i>Consultant</i> shall provide support to (and co-operate with) the <i>Employer</i> and any replacement <i>Consultant</i> appointed following the <i>completion date</i> , to enable a smooth transfer of responsibilities, assets and uncompleted work within the last three months prior to the <i>completion date</i> .
ILM	Institute of Leadership and Management.
Issues Register	As defined in PRINCE2. Captures and maintains information on all project issues that are being managed formally.
ISTQB	International Software Testing Qualifications Board.
ITIL	Information Technology Infrastructure Library is a set of detailed practices for IT service management that focuses on aligning IT services with the needs of business
Knowledge Transfer Plan	The Knowledge Transfer Plan outlines how the <i>Consultant</i> will transfer knowledge, skills and expertise to the <i>Employer</i> .
Lessons Log	As defined in PRINCE2. Provides an informal repository for lessons learned that apply to the current project and lessons from previous projects.

Term	Description
MAIT	Multi-Agency Incident Transfer.
Management Products	PRINCE2 defines a set of baseline management products, records and reports that can be tailored and used in managing projects.
MIDAS	Motorway Incident Detection and Automatic Signalling.
MoP	Management of Portfolios.
MoR	Management of Risk.
MSP	Managing Successful Programmes.
NMCS2	National Motorway Communication System 2.
NRTS	National Roads Telecommunications Services is the fibre-optic network of communication and control that the <i>Employer</i> uses to monitor the SRN.
NTCIP	National Transportation Communication for ITS Protocol.
NTOC	National Traffic Operations Centre; the <i>Employer's</i> single, national, strategic TMC.
ONVIF	Open Network Video Interface Forum.
PNC	Police National Computer.
Pre-Commercial Procurement	Pre-Commercial Procurement (PCP) is an approach to public procurement of research and development services.
PRINCE2	PRojects IN Controlled Environments.
Problem Management	The primary objectives of Problem Management are to prevent problems and resulting incidents from happening, to eliminate recurring incidents, and to minimize the impact of incidents that cannot be prevented. ITIL defines a problem as the cause of one or more incidents.
Project Brief	As defined in PRINCE2. States the purpose, cost, time and performance requirements and constraints for a project.
Project Performance Indicators	The measures of success as defined in the CPF.
PSN	Public Services Network.
PSN-P	Public Services Network in Policing.
Quality	The Quality Statement (also referred to as Quality Submission) is

Term	Description
Statement	the statement setting out the <i>Consultant's</i> proposals for the management and resourcing of the <i>services</i> . The <i>Consultant</i> Provides the Services in accordance with the Quality Statement.
RCCs	Regional Control Centre. The <i>Employer</i> uses 7 regional TMCs to manage live traffic.
Road Investment Strategy	Road Investment Strategy 2015 to 2020 . Also referred to as "RIS1" or "the RIS".
RTMC	Regional Technology Maintenance Contractor; the <i>Employer</i> has 7 RTMC contracts which manage faults with on-road technology.
RWS	Rijkswaterstaat; the Dutch equivalent of Highways England.
Security Management Plan	A Security Management Plan describes how the confidentiality, integrity, and availability of information will be ensured through the implementation of IT security measures.
Six Sigma	Six Sigma is a disciplined, data-driven approach and methodology for eliminating defects (driving toward six standard deviations between the mean and the nearest specification limit) in any process – from manufacturing to transactional and from product to service.
SRN	Strategic Road Network; the motorways and all-purpose trunk roads that are managed by the <i>Employer</i> .
Task Order Manager	An individual with responsibility for the day to day running of a specific Task Order on behalf of the Customer Relationship Manager or Business Relationship Manager.
TMC	Traffic Management Centre.
TOS	The <i>Employer's</i> Traffic Officer Service.
UML	Unified Modelling language; a standardized modelling language enabling developers to specify, visualize, construct and document artefacts of a software system.
UTC	Urban Traffic Control (UTC) systems are used for urban traffic management.
UTMC	The Urban Traffic Management and Control standard is an English standard developed for information exchange between TMCs and roadside technology. Urban Traffic Management and Control (UTMC) systems are designed to allow the different applications used within modern traffic management systems to communicate and share information with each other.
VIH	Video Information Highway.

Annex C: Example Parent Company Guarantee

DATED [•]

HIGHWAYS ENGLAND COMPANY LIMITED

as Employer

[•]

as Guarantor

PARENT COMPANY GUARANTEE

relating to a term contract for the provision of
consultancy services in respect of []

DATED [●]

PARTIES

- (1) **HIGHWAYS ENGLAND COMPANY LIMITED** (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (the “**Employer**”)
- (2) [●] (company no [●]) whose registered office is at [●] (the “**Guarantor**”)

BACKGROUND

- (A) By the Contract, the *Employer* has employed the Consultant to provide the Services.
- (B) The Guarantor is the ultimate parent company of the Consultant.
- (C) The Guarantor has agreed to guarantee the due performance by the Consultant of his obligations under the Contract in the manner set out in this deed.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1. Unless the contrary intention appears, the following definitions apply:
 - “**Contract**” means the contract dated [●] between the *Employer* (1) and the Consultant (2) under which the Consultant has agreed to provide the Services.
 - “**Consultant**” means [●] (company no [●]) whose registered office is at [●].
 - “**Insolvency Event**” means the Consultant being unable to pay its debts (as defined by Sections 123(1) and 268(1) of the Insolvency Act 1986) or any corporate action, legal proceedings or other procedure or step is taken in relation to:
 - (a) suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Consultant other than a solvent liquidation or reorganisation of the Consultant;
 - (b) a composition, assignment or arrangement with any creditor of the Consultant;
 - (c) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of the Consultant or any of its assets; or
 - (d) enforcement of any security over any assets of the Consultant, or any analogous procedure or step is taken in any jurisdiction.
 - “**Services**” means the services to be provided by the Consultant pursuant to the Contract.
- 1.2. The clause headings in this deed are for the convenience of the parties only and do not affect its interpretation.
- 1.3. Words importing the singular meaning include the plural meaning and vice versa.

- 1.4. Words denoting the masculine gender include the feminine and neuter genders and words denoting natural persons include corporations and firms and all such words shall be construed interchangeably.
- 1.5. References in this deed to a clause are to a clause of this deed.
- 1.6. References in this deed to any statute or statutory instrument include and refer to any statutory amendment or re-enactment for the time being in force.

2. GUARANTEE

- 2.1. In consideration of the *Employer* agreeing to enter into the Contract with the Consultant, the Guarantor irrevocably and unconditionally guarantees and undertakes to the *Employer* that:
 - a) the Consultant will perform and observe all his obligations under the Contract at the times and in the manner provided in the Contract; and
 - b) in the event of any breach of such obligations by the Consultant, the Guarantor shall procure that the Consultant makes good the breach or otherwise cause it to be made good and shall indemnify the *Employer* against any loss, damage, demands, charges, payments, liability, proceedings, claims, costs and expenses suffered or incurred by the *Employer* arising from or in connection with it.
- 2.2. The Guarantor shall also indemnify the *Employer* against:
 - a) any costs, losses and expenses (including legal expenses) which may be suffered or incurred by the *Employer* in seeking to enforce and enforcing (i) this Guarantee and/or (ii) any judgment or order obtained in respect of this Guarantee; and
 - b) any loss or liability suffered or incurred by the *Employer* if any of the obligations of the Consultant under the Contract is or becomes illegal, invalid or unenforceable for whatsoever reason as if such obligations were not illegal, invalid or unenforceable.
- 2.3. Except in the case of an action under clause 2.2 or clause 5, any limitation or defence which would have been available to the Consultant in an action under the Contract shall likewise be available to the Guarantor in a corresponding action under this deed.

3. GUARANTOR'S LIABILITY

- 3.1. The obligations of the Guarantor under this deed are in addition to and independent of any other security which the *Employer* may at any time hold in respect of the Consultant's obligations under the Contract and may be enforced against the Guarantor without first having recourse to any such security.
- 3.2. The obligations of the Guarantor under this deed are in addition to and not in substitution for any rights or remedies that the *Employer* may have against the Consultant under the Contract or at law.
- 3.3. The liability of the Guarantor under this deed shall in no way be discharged, lessened or affected by:
 - a) an Insolvency Event;
 - b) any change in the constitution, status, function, control or ownership of the Consultant or any legal limitation, disability or incapacity relating to the Consultant or any other person;

- c) the Contract or any of the provisions of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
 - d) any time given, waiver, forbearance, compromise or other indulgence shown by the *Employer* to the Consultant;
 - e) the assertion or failure to assert or delay in asserting any rights or remedies of the *Employer* or the pursuit of any right or remedy of the *Employer*;
 - f) the giving by the Consultant of any security or the release, modification or exchange of any such security or the liability of any person; or
 - g) any other act, event, omission or circumstance which but for this provision might operate to discharge, lessen or otherwise affect the liability of the Guarantor,
- 3.4. in each case with or without notice to, or the consent of, the Guarantor and the Guarantor unconditionally and irrevocably waives any requirement for notice of, or consent to, such matters.
- 3.5. Any decision of an adjudicator, expert, arbitral tribunal or court in respect of or in connection with the Contract and any settlement or arrangement made between the *Employer* and the Consultant shall be binding on the Guarantor.

4. VARIATIONS TO THE CONTRACT

- 4.1. The Guarantor authorises the Consultant and the *Employer* to make any addition or variation to the Contract, the due and punctual performance of which shall likewise be guaranteed by the Guarantor in accordance with the terms of this deed. The liability of the Guarantor under this deed shall in no way be discharged or lessened by any such addition or variation.

5. LIQUIDATION/DETERMINATION

- 5.1. The Guarantor covenants with the *Employer* that:
- a) if a liquidator is appointed in respect of the Consultant and the liquidator disclaims the Contract; or
 - b) if the Consultant's employment under the Contract is determined for any reason,
- the liability of the Guarantor under this deed shall remain in full force and effect.

6. WAIVER

- 6.1. The Guarantor waives any right to require the *Employer* to pursue any remedy (whether under the Contract or otherwise) which it may have against the Consultant before proceeding against the Guarantor under this deed.

7. RIGHTS OF GUARANTOR AGAINST CONSULTANT

- 7.1. The Guarantor shall not by any means or on any ground seek to recover from the Consultant (whether by instituting or threatening proceedings or by way of set-off or counterclaim or otherwise) or otherwise to prove in competition with the *Employer* in respect of any payment made by the Guarantor under this deed nor be entitled in competition with the *Employer* to claim or have the benefit of any security which the *Employer* holds for any money or liability owed by the Consultant to the *Employer*. If the

Guarantor shall receive any monies from the Consultant in respect of any payment made by the Guarantor under this deed, the Guarantor shall hold such monies in trust for the *Employer* for so long as the Guarantor remains liable or contingently liable under this deed.

8. CONTINUING GUARANTEE

- 8.1. The terms of this deed are a continuing guarantee and shall remain in full force and effect until each part of every obligation of the Consultant under the Contract has been performed and observed and until each and every liability of the Consultant under the Contract has been satisfied in full.

9. THIRD PARTY RIGHTS

- 9.1. Unless the right of enforcement is expressly granted, it is not intended that any third party should have the right to enforce any provision of this deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

10. NOTICES

- 10.1. Any notice or other communication required under this deed shall be given in writing and shall be deemed to have been properly given if compliance is made with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962 and the Postal Services Act 2000).

11. GOVERNING LAW

- 11.1. The application and interpretation of this deed shall in all respects be governed by English law and any dispute or difference arising under it shall be subject to the exclusive jurisdiction of the courts of England and Wales save that any decision, judgment or award of such courts may be enforced in the courts of any jurisdiction.

This deed has been executed as a deed and delivered on the date stated at the beginning of this deed.

EXECUTION PAGE

Executed as a deed by
[GUARANTOR] acting by [*name of*
director] in the presence of: Director

Name of witness:

Signature of witness:

Address:

Occupation:

or

Executed as a deed by **[GUARANTOR]**)
acting by:)

Director

Director/Secretary

Annex D: Example form of novation

DATED [●]

HIGHWAYS ENGLAND COMPANY LIMITED
as Old *Employer*

[●]
as New *Employer*

[●]
as Consultant

DEED OF NOVATION

relating to a term contract for
the provision of consultancy services in respect of [●]

DATED [●]

PARTIES

- (1) **HIGHWAYS ENGLAND COMPANY LIMITED** (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (the “**Old Employer**”)
- (2) [*insert details of replacement authority*] (the “**New Employer**”)
- (3) [●] (company no [●]) whose registered office is at [●] (the “**Consultant**”)

BACKGROUND

- (A) By the Contract, the Old *Employer* has employed the Consultant to provide the Services.
- (B) The Old *Employer* has agreed (with the consent of the Consultant) to transfer all its rights and obligations under the Contract to the New *Employer* and the Consultant has agreed to accept the liability of the New *Employer* in place of the liability of the Old *Employer* under the contract upon and subject to the terms of this deed, which is supplemental to the Contract.

1. DEFINITIONS AND INTERPRETATION

- 1.1. Unless the contrary intention appears, the following definitions apply:
 - “**Contract**” means the term contract dated [●] between the *Employer* (1) and the Consultant (2) (including any further agreement varying or supplementing the Contract) under which the Consultant has agreed to provide the Services.
 - “**Services**” means the services to be provided by the Consultant pursuant to the Contract.
- 1.2. The clause and paragraph headings in this deed are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 1.3. Words in this deed denoting the singular include the plural meaning and *vice versa*.
- 1.4. References in this deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it.
- 1.5. Words in this deed importing one gender include both other genders and may be used interchangeably, and words denoting natural persons, where the context allows, include corporations and *vice versa*.

2. NOVATION

- 2.1. The Old *Employer* and the Consultant release and discharge each other from the further performance of their respective obligations under the Contract and the Consultant acknowledges and accepts the liability of the New *Employer* in place of the liability of the Old *Employer* under the Contract.
- 2.2. The Consultant undertakes to be bound to the New *Employer* by the terms of the Contract in every way as if the New *Employer* was and always had been a party to the Contract in place of the Old *Employer*.

- 2.3. The Consultant acknowledges and warrants to the New *Employer* that it has duly observed and performed and will continue duly to observe and perform all its obligations under the Contract.

3. NEW EMPLOYER'S UNDERTAKING

- 3.1. The New *Employer* undertakes to be bound to the Consultant by the terms of the Contract and to perform the obligations on the part of "the *Employer*" under the Contract in every way as if the New *Employer* was and always had been a party to the Contract in place of the Old *Employer*.

4. PAYMENT OF SUMS DUE

- 4.1. The Consultant and the Old *Employer* agree that the total amount to be paid by the Old *Employer* to the Consultant for Services provided under the Contract prior to the date of this deed is £[●]. The Consultant acknowledges that the Old *Employer* has paid the sum of £[●] prior to the date of this deed. The balance of £[●] shall be invoiced by the Consultant to the Old *Employer* and paid by the Old *Employer* in accordance with the Contract.
- 4.2. The Consultant and the New *Employer* agree that the New *Employer* shall be solely responsible (to the exclusion of the Old *Employer*) for payment of all sums due to the Consultant under the Contract for Services provided after the date of this deed.
- 4.3. [Where, under Clause 2.2 above or under any other contract between the New *Employer* and the Consultant, any sum of money is recoverable from or payable by the Consultant to the New *Employer*, such sum may be deducted from or reduced by the amount of any sum then due or which may at any time become due from the New *Employer* to the Consultant under Clause 4.2 above or under any other contract with any Department or Office of Her Majesty's Government.]¹

5. NOTICES

- 5.1. Any notice or other communication required under this deed shall be given in writing and shall be deemed to have been properly given if compliance is made with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962).

6. GOVERNING LAW AND DISPUTES

- 6.1. The application and interpretation of this deed shall in all respects be governed by English law and any dispute or difference arising under this deed shall be subject to the jurisdiction of the English courts.

This Deed has been executed as a deed and delivered on the date stated at the beginning of this Deed.

¹ Delete if not novated to a Department or Office of Her Majesty's Government

EXECUTION PAGE

OPTION 1a *[execution by a Highways
England under seal]*)
)

Executed as a deed by **HIGHWAYS
ENGLAND COMPANY LIMITED** by affixing
his common seal in the presence of:

Director

Director/Secretary

OPTION 1b *[execution by a Highways
England under seal]*)
)

Executed as a deed by **HIGHWAYS
ENGLAND COMPANY LIMITED** by affixing
his common seal in the presence of:

Authorised Signatory

Authorised Signatory

OPTION 2a Executed as a deed by)
HIGHWAYS ENGLAND COMPANY)
LIMITED acting by:

Director

Director/Secretary

OPTION 2b Executed as a deed by)

**HIGHWAYS ENGLAND COMPANY
LIMITED** acting by:

)

Authorised Signatory

Authorised Signatory

Executed as a deed by **[NEW EMPLOYER]**
in the presence of:

)

)

Authorised Signatory

Authorised Signatory

Executed as a deed by **[CONSULTANT]**
in the presence of:

)

)

Director

Director/Secretary

Annex E: Declaration of interests

Official-Sensitive
(only when not a nil return)

Highways England Company Limited Declaration of Interest 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 Public Contracts Regulations 2015, the Concession Contract Regulations 2016 and Highway England'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 which will be considered by Highways England and the decision of Highways England will be final.

Personal details (for Highways England and statutory records, please advise any subsequent changes)	
Role/service provided	
Present surname and any former surname(s)	
Present forename(s) and any former forename(s)	
Phone Numbers a) landline b) mobile (Highways England restricted use only)	
Date form completed	
Directorships	
Are you a director or a "shadow director" ² of any company? YES/NO	If YES, please provide the names of the companies, business sector, and date you became a director.

² "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.

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.
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.
Other	

<p>Are there any other matters which you, or a reasonable member of the public might perceive that Highways England should be aware of which might impact on your role as a consultant to Highways England or the reputation of Highways England? YES/NO</p>	<p>If YES provide details.</p>
<p>Are there any matters or relevant interests, (including significant interests of close 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 members³ of your family in respect of the sphere in which Highways England operates.</p>	<p>If YES provide details.</p>
<p>Connected persons</p>	
<p>Please confirm (in the box to the right) that, in relation to the questions contained in sections 3, 4, 6, above, no additional information would need disclosure in relation to any connected person.</p>	<p>I confirm that no additional information requires disclosure.</p> <p>I have provided additional information above.</p>

³ Close members means a) an individual's domestic partner and children b) children of individuals domestic partner c) or independents domestic partners, d) parents and in-laws and e) siblings.

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 person, firm, company or other legal entity other than Highways England employees or consultants engaged by or on behalf of Highways England in connection with the same matter any commercially sensitive or confidential information in connection with my work at Highways England (unless Highways England grants permission in writing to share commercially sensitive or confidential information with such person, firm, company or other legal entity).
3. During and for a period of 12 months following the expiry of my appointment to work for Highways England, I shall not seek to obtain any commercial advantage for myself, my *Employer* or any connected persons, or personal advantage, from my work at Highways England.
4. During and for a period of 12 months following the expiry of my appointment to work for Highways England, 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 on 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 Highways England to form part of any relevant tender information pack. Any information that may give me, my *Employer* or a third party any advantage in a tender process shall be returned to Highways England.
7. I understand that I may only be involved in the evaluation of a tender for Highways England where expressly sanctioned in writing by Highways England. I understand that I will not be involved in the process for agreeing any extension to my contract or the contract of any consultant who shares with me the same *Employer*.
8. I understand that I am not to be involved in looking at the route to market for any contract, project or task for which I or my *Employer* may wish to tender and not to be involved in the assessment of resources being proposed for such contract, project or task. I agree to remove myself from any discussions relating to the procurement route for any contract, project or task for which I or my *Employer* may wish to tender and I agree not to discuss these matters with my *Employer* or with the team responsible for managing the contract, project or task in my firm.
9. 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.
10. 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.

11. I confirm that I have read and understood the requirements related to conflicts of interest in the contract between my *Employer* and Highways England for the provision of the *services*.

Signed by the <i>Consultant</i> Date	
------------------------------------------------	--

Acknowledged by the <i>Employer</i> Date	
----------------------------------------------------	--

For Highways England's use only - Only applicable when involved in the tendering process

Acceptance/ Non-acceptance

I have considered the impact on the assessment and the risks to the Highways England objectives.

☐ I am willing to accept this supplier for this assessment as a result of this consideration.

☐ I am not willing to accept this supplier for this assessment as a result of this consideration.

Please record reasoning for decision:

--

Signed:

Name in Block Capitals:

Post and Grade:⁴

⁴ This section of the agreement must be completed by PB8 SSD, or if no one is available PB8 PLT member.

Annex F: Task Order form

Section 1: Task Order details (to be completed by the *Employer*)

Contract reference:	e.g. TMTii 18
Contract name:	e.g. CHARM TAP
Task Order reference:	e.g. TMTii 18 TO1
Purchase Order number:	e.g. 4087189-1
Date upon which the Task brief was issued to the <i>Consultant</i> by the <i>Employer</i>:	
Deadline for the Task proposal from the <i>Consultant</i>:	e.g. 2 weeks after the above date
Date upon which the Task Order was accepted by the <i>Employer</i>:	
From the <i>Employer</i>:	e.g. Customer Relationship Manager Highways England Company Ltd Bridge House 1 Walnut Tree Close Guildford GU1 4LZ
To the <i>Consultant</i>:	Insert supplier details
Task to be provided at:	Enter location
Task starting date:	
Task Completion Date:	

Section 2: Task brief (to be completed by the *Employer*)

The Task brief should include:

- A detailed description of the work in the Task;
- A description of the *services* required;
- The information to be provided to the or *Consultant* by the *Employer*;
- Contact details;
- The timescale in which the Task is to be carried out;
- Deliverables, milestones and any associated tests or acceptance criteria;
- When using PSC Option G, whether the Task is commissioned on a lump sum or Time Charge basis;
- The amount of delay damages for the late completion of the Task;
- Task starting date(s) and Task Completion Date(s).

Section 3: Task proposal (to be completed by the *Consultant*)

The Task proposal should include:

- The scope of the Task;
- The methodology (including timescales);
- Personnel utilised to manage and undertake the Task, including any additional personnel not named in Contract Data Part Two;
- An estimate of the total of the Prices to undertake the Task;
- Reporting regime;
- The Task Order programme, including:
 - The Task starting date and the Task Completion Date;
 - Planned Task Completion;
 - The order and timing of the operations which the *Consultant* plans to do in order to complete the Task;
 - Provisions for:
 - Float;
 - Time risk allowances;
 - Health and safety requirements; and
 - The procedures set out in the *PSC conditions of contract*.
 - For each operation, a statement of how the *Consultant* plans to do the work identifying the principal equipment and other resources which he plans to use; and
 - Other information which the Scope requires the *Consultant* to show on a Task Order programme submitted for acceptance.
- Details of any service levels affected;
- Details of any operational service impact;
- Details of any interfaces affected;
- Details of any risk assessments undertaken.

Section 4: Task Order Prices (to be completed by the Consultant)

The Task Order Prices should include:

- When using PSC Option G:
 - A priced list of items of work in the Task in which items taken from the Task Schedule are identified;
 - When the Task is on a Time Charge basis, details of any new *staff rates*.

Section 5: Acceptance of Task Order (to be completed by the *Employer* and the *Consultant*)

- i) Acceptance on behalf of the *Employer*:

Financial approval

Name:	
Position:	e.g. Service Manager, Customer Relationship Manager
Signature:	
Date:	

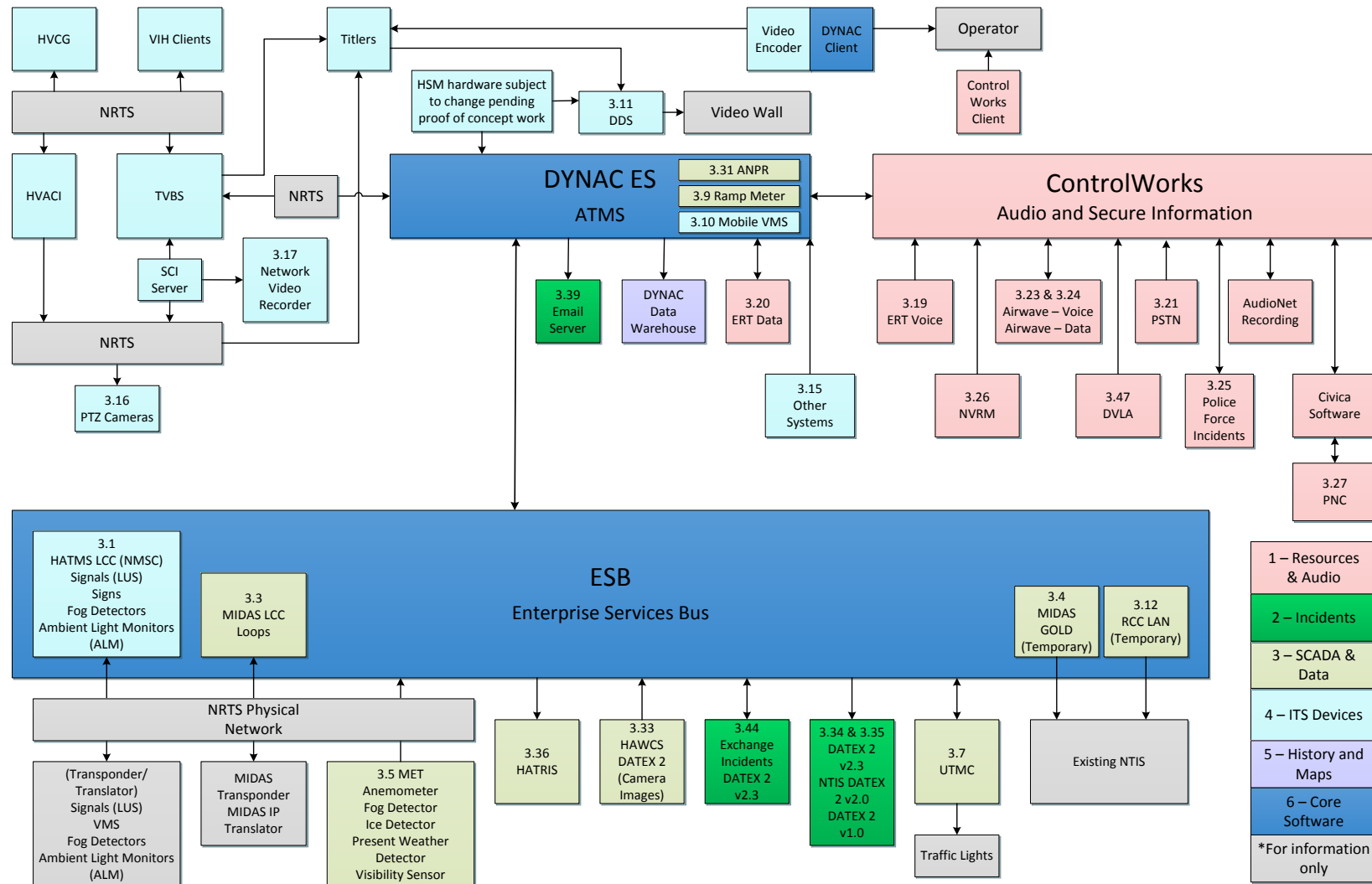
Contractual approval

Name:	
Position:	e.g. Procurement Officer
Signature:	
Date:	

- ii) Acceptance on behalf of the *Consultant*:

Name:	
Position:	e.g. Business Relationship Manager
Signature:	
Date:	

Annex G: CHARM architecture



Annex H: Implementation plan contents

The Implementation Plan shall include (as appropriate) statements, descriptions and evidence that shall demonstrate the ATMS System Provider has a clear path to achieve the Milestones. The response shall be based on a common Implementation approach supported by separate plans for both Agencies, with a duration of 26 months.

Part 1: Implementation & Transition Method, including Quality Assurance of the Implementation

The ATMS System Provider shall provide as a minimum, the following:

- i) A chronology of the Milestones from the contract award and other milestones that the ATMS System Provider may deem relevant that shall be met to effectively deliver the Services with the associated start and end dates for each task. The Implementation Plan shall also show the critical path to deliver the Services on time and include appropriate time to undertake the tests;
- ii) The additional steps and activities that the ATMS System Provider shall undertake to, as applicable, prepare for and/or deliver the ATMS System Provider System during the period immediately prior to and after the handover date;
- iii) Clarity of each dependency that the ATMS System Provider may reasonably have on any of its sub-contractors that are involved in the delivery of activities on the Implementation Plan;
- iv) A clear communications plan shall demonstrate how the ATMS System Provider shall support the delivery of internal communications throughout the Implementation Phase;
- v) The establishment of ATMS System Provider premises and any premises established to support the ATMS System Providers Service Continuity Plan;
- vi) The design, build and test of the hardware and software to support Services to meet the test success criteria;
- vii) Preparation for the handover, including ensuring that appropriate support resources are in place;
- viii) A description of how the ATMS System Provider shall set-up and maintain open, honest and collaborative relationships with all parties;
- ix) Testing, which shall be aligned with the test stages defined within the respective agreements;
- x) Clearly demonstrate alignment to the Project Management standards as described in the respective agreements;
- xi) Associated start and end dates for each project and/or sub-project and go-live dates where they differ from project end dates; and
- xii) A Gantt chart.

Part 2: Level and Quality of Resources

The ATMS System Provider shall provide a resource plan which as a minimum shall provide:

- i) Clarity of how the ATMS System Provider shall secure the ATMS System Provider staff it requires to achieve delivery of the Services. This shall include a profile of numbers and locations of ATMS System Provider Staff during the Implementation Phase; and
- ii) Clarity of how the ATMS System Provider shall ensure that all of the ATMS System Provider staff have the appropriate skills necessary to effectively deliver the Services.

Part 3: Planning and Control

The ATMS System Provider shall provide as a minimum, the following:

- i) A description of how the implementation and transition plan will be managed, with particular reference to managing changes to scope or timescale;
- ii) A description of how the ATMS System Provider will work with the Agencies to report progress and manage issues; and
- iii) Clarity of the ATMS System Providers governance arrangements during the Implementation Phase, including an indication of how that governance will interface with the relevant Agency, and how it shall complement and support the governance structure.

Part 4: Key Risks

The ATMS System Provider shall provide as a minimum, the following:

- i) A description of their risk management process; and
- ii) Clarity of risks associated with the implementation of the Services, to include their allocation, impact and likelihood and how the ATMS System Provider intends to mitigate the risk to a level acceptable to the Agencies.

Part 5: Agency Dependencies

The ATMS System Provider shall provide as a minimum, the following:

- i) Clarity of each reasonable dependency on the Agencies or third parties and the actions to be taken by the ATMS System Provider to notify and secure the agreement of the Agencies or third parties in discharging any actions associated with that dependency (providing that any dependency on the Agencies shall be reasonably necessary for the delivery of the

Implementation Services by the ATMS System Provider and shall be consistent with the responsibilities of the respective Agency); and

- ii) Clarity of the resource requirements from each Agency for the implementation and transition.

Annex I: Testing strategy contents

The Test Strategy shall include:

- an overview of how Testing will be conducted during the phases of the project;
- a structured approach to Testing in line with Good Industry Practice, such as BS/IEC/ISO 25010:2011;
- the process to be used to capture and record Test results and the categorisation of Test Issues;
- the method for mapping the expected Test results to the Test Success Criteria;
- the procedure to be followed should a Deliverable fail to satisfy the Test Success Criteria or produces unexpected results;
- the procedure for the resolution of Test Issues and a sample plan to resolve Test Issues;
- the procedure to be followed to sign off each Test;
- the process for the production and maintenance of Test Reports and reporting, including templates for the Test Reports and the Test Issue Management Log;
- the names and contact details of the Customer's and the Service Provider's Test representatives;
- a high level identification of the resources required for Testing, including facilities, infrastructure, personnel and Customer and/or third party involvement in the conduct of the Tests;
- the technical environments and test harnesses and simulators required to support the Tests;
- the procedure for managing the configuration of the Test environments;
- the approach for Testing all different service components;
- the approach to integration Testing with Interfacing Third Parties;
- the risks and proposed mitigations;
- the Test data approach, including governance of live data;
- the use of Good Industry Practice test automation tools to reduce the cost of Testing;
- how the Service Provider will facilitate the attendance at any Test by a Test Witness; and
- how the Service Provider will arrange for the Customer Relationship Manager to meet the appropriate Service Provider Staff.

Annex J: CHARM ATMS Systems Assurer Task Orders

WPC.1 Testing Strategy Assurance

WPC.2 Implementation Plan Assurance

WPD.1A Data Architecture

WPD.1B PMO Technical Project Planner

WPD.2A CCTV

WPD.2B ANPR/TMU/TAME

WPD.2C Enterprise Service Bus

WPD.2D DATEX Interfaces

WPD.2E Data Management Configuraiton

WPD.2F Equipment Configuration Plug Sizing

WPD.2G Options Analysis for Replacement HETC and ACT

WPD.2H CHARM Programme Team Structure

WPE Change Management

WPF: SMART Motorways Signal Sequencing Ph1

WPF: SMART Motorways Signal Sequencing Ph2

WPG: RMAS CHARM Assurance