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**TERM SERVICE**

**DELIVERY AGREEMENT**

**(NEC PROFESSIONAL SERVICES CONTRACT)**

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

|  |  |
| --- | --- |
| THIS AGREEMENT is made on | 15/6/2023 |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| BETWEEN1. the *Client* |  |  |  |  |  |  |
|   |  |  |  | 2. the*Consultant* | Perfect Circle JV Ltd |
|  | The Secretary of State for Work and Pensions acting for |  |
|  |  |  |  |  |  |
|  |  | the Crown |  |  |  |
|  |  |  |  |  |  |  |

of whose registered office is

|  |  |  |  |
| --- | --- | --- | --- |
| Address for communications | 5th Floor Zone A, Caxton House, Tothill Street, London, SW1H 9NA | Address for communications | Halford House Charles Street LeicesterLE1 1HA |
|  |  |  |

Telephone [Redacted]

[Redacted]

Telephone

|  |  |  |  |
| --- | --- | --- | --- |
| Address for electroniccommunications |  | Address for electroniccommunications |  |
| [Redacted] | [Redacted] |
|  |  |  |

|  |  |
| --- | --- |
| FOR THE SERVICES OF | Option G - Provision of Construction Professional Services for developing the DWP Brief related to the Production of Property Design Guidance |

Commission Name Commission No.

|  |  |  |
| --- | --- | --- |
| Option G - Production of Property Design Guide |  | 4610 |

| 1 | SCAPE Consultancy framework Term Service Delivery Agreement Rev 4 01-04-2021

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|  |
| --- |
| **Introduction****NEC3 Professional Services Contract – Option G**This Delivery Agreement incorporates the NEC 3rd edition Professional Services Contract April 2013 (the **NEC3 Professional Services Contract**).Any subsequent amendments to the NEC3 Professional Services Contract shall apply to this Model Delivery Agreement, if agreed in writing by Scape and the Partner, but shall only be incorporated into Delivery Agreements executed after such amendments are published and their inclusion has been agreed accordingly with Scape.The following rules apply to the incorporation of clauses into a Delivery Agreement:1. The contract clauses are varied by the incorporation of option clauses, or a Z clause.
2. The Client has sole discretion to the choice of Contract Option and Secondary options as noted above
3. The Client shall act as the *Employer* in this contract
4. The ‘Client Proposed Appointment Charge’ from the Framework Commercial Model is shown as the ‘Employer Proposed Appointment Charge’ in this agreement
5. The *task schedule* must include the appropriate components of the Framework Commercial Model uplifted in accordance with the Framework Agreement, e.g. using the Uplift Percentage appropriate to the forecast value of the Delivery Agreement
6. *staff rates* must include the appropriate rates for the Service drawn from the Framework Commercial Model and uplifted in accordance with the Framework Agreement e.g. for regional adjustment factor appropriate to the location of services delivered under the Contract and the Uplift Percentage appropriate to the forecast value of the Delivery Agreement

**Whereas:**This Delivery Agreement is made pursuant to the Framework Agreement dated 29th January 2021 made between Scape Procure Limited and the Perfect Circle JV Ltd (the ‘Framework Agreement’) and incorporates those provisions of the Model Delivery Agreement set out in the Framework Agreement.When using this Delivery Agreement, the Partner and Client (as stated in the Framework Agreement) are the parties named as ‘Consultant’ and ‘Employer’ respectively.**IT IS AGREED** as follows:1. **The *Consultant’s* Obligations**

The *Consultant* provides the services and complies with his obligations, acting as the *Consultant* in accordance with the *conditions of contract* set out in the Contract Data herein.1. **The *Employer’s* Obligations**

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

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**Contract Data and Service Information**



**Information provided by the Parties**

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

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

|  |  |
| --- | --- |
| **Main Contract Data:**General Project Information,Clauses Applicable to Main Options and Secondary options where applicable,Data Pertaining to Optional (X) Clauses,Y Clauses and Z Clauses where applicable.Contract Data Provided by the Client:Contract Data Provided by the Consultant: |  |
|  |
|  |

**Additional Contract Data provided by the parties.**

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

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

**Ref Item Description Attach**

|  |  |  |
| --- | --- | --- |
| 001 | Service Request Proposal |   |
| Doc 1 | The Client's Statement of Requirements and Scope - Tracked Changes MT |   |
| Doc 2 | DWP Z Clauses |   |

**Continues**

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**Contract Data and Service Information**



**Additional Contract Data provided by the parties.**

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

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

**Ref Item Description Attach**



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

|  |  |
| --- | --- |
| Executed as a deed for and on behalf of | ) |
| The Secretary of State for Work and Pensions acting for the Crown | ) |
| by | ) |

14/6/2023

Authorised Signatory


Full name

Projects and Estates Professional Services

Position/title

|  |  |  |
| --- | --- | --- |
|  |  | 15/6/2023 |
|  |  |

Witness/Authorised Signatory

Full name

Projects and Estates Professional Services

Position/title
Witnessed

Address

OR Authorised Signatory

Executed as a deed by as attorney for

**Perfect Circle JV Ltd** Full name

under a power of attorney

dated DIRECTOR

Position/title

14/6/2023

X

|  |  |  |
| --- | --- | --- |
| In the presence of:Witness |  | 14/6/2023 |
|  |  |

Full name

Associate Director

Position/title

Town Centre House, Merrion

Centre, Leeds, LS2 8ND

Address

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|  | Term Service Delivery Agreement (NEC3 Professional Services Contract)**Appendix 1** |

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

1. General

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

* The *Employer* is

Name: **The Secretary of State for Work and Pensions acting for the Crown**

Address: **5th Floor Zone A, Caxton House, Tothill Street, London, SW1H 9NA**

|  |  |  |
| --- | --- | --- |
| Telephone: | **redacted** | **0758556391** |

|  |  |
| --- | --- |
| E-mail address: | **redacted** |

* The *Adjudicator* is

Name: **Not named**

Address: **N/A**

Telephone: **N/A**

E-mail address: **N/A**



* The *services* are **Option G - Provision of Construction Professional Services for developing the DWP Brief related to the Production of Property Design Guidance**
* The Scope is in **the Service Request Form annexed to this contract**
* The *language* of this contract is **English**
* The *law* of the contract is the law of **England and Wales**
* The *period for reply* is **2** weeks
* The *period for retention* is **12** years following Completion or earlier termination
* The *Adjudicator nominating body* is **the Royal Institution of Chartered Surveyors**
* The *tribunal* is **the Courts**
* The following matters will be included in the Risk Register;

**o To be agreed at Task Order level**

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

1 See additional conditions of contract below.

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|  | Term Service Delivery Agreement (NEC3 Professional Services Contract)**Appendix 1** |

2. The Parties’ main responsibilities

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

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

 3. Time

* The starting date is **26/09/2022**
* The *Consultant* submits revised programmes at intervals no longer *than* **monthly, unless there are no changes to the latest submitted programme.**

 4. Quality

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

 5. Payment

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

 6. Indemnity, insurance and liability

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

|  |  |  |
| --- | --- | --- |
| **event** | **cover** | **period following****Completion of the whole of the *services* or earlier termination** |
| Liability of the *Consultant* for | **£5,000,000\*** in respect of each | **12 years** |
| claims made against him arising | and every claim or series of |   |
| out of his failure to use skill and | claims arising out of the same |   |
| care required by this contract. | original cause or source (or equivalent), without limit to the number of claims, save that there may be lower and/or annual aggregate limits of cover in respect of pollution and contamination related claims and similar where such limited cover is the norm |   |

Scape Consultancy Framework - Built Environment Rev G 2

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|  | Term Service Delivery Agreement (NEC3 Professional Services Contract)**Appendix 1** |

Scape Consultancy Framework - Built Environment Rev G 3

|  |  |  |
| --- | --- | --- |
| death or bodily injury to a person | **£10,000,000\*** in respect of each |   |
| (not an employee of the | claim, without limit to the number |   |
| *Consultant*) or loss of or damage to property resulting from an action or failure to take action by the *Consultant* | of claims | **12 years** |
| death or bodily injury to | **The greater of the amount** |   |
| employees of the *Consultant* | **required by law and** |   |
| arising out of and in the course | **£10,000,000** in respect of each | **12 years** |
| of their employment in | claim, without limit to the number |   |
| connection with this contract | of claims |   |

\* **to be agreed with the *Employer* on a commission specific basis**

* The *Employer* provides the following insurances
* Insurance for all existing buildings and property existing within the Site or at the sole discretion of the *Employer* he may elect to ‘self-insure’ such existing buildings and property and in doing so accepts all of the *Employer’s* associated risks arising out of or in relation to such ‘self-insurance’. In accordance with an Employer’s decision to ‘self-insure’ they do not accept any additional insurance premium/cost from the *Consultant*. The *Consultant* is to assume the *Employer* insures or “self-insures” as set out above and if this is not the case the *Consultant* will have the opportunity to price for providing these insurances**.**
* The *Consultant’s* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters is limited to **£5,000,000.00 in the aggregate.**

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

**N/A at Service Request stage.**

and such other low risk, low value Services that are instructed by the Client as Compensation Events

The amount and basis of professional indemnity insurance provided by the Subconsultant(s).

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|  | Term Service Delivery Agreement (NEC3 Professional Services Contract)**Appendix 1** |

**Optional statements** (The following optional clauses apply)

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

* The *completion date* for the whole of the *services* is **31/03/2024
If no programme is identified in part two of the Contract Data**
* The *Consultant* is to submit a first programme for acceptance within **4** weeks of the *Contract Date*. **If the *Employer* has identified work which is to meet a stated *condition* by a *key date***
* The *key dates* and *conditions* to be met are **None**

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

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

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

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

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



1.
2.

**1.**

*condition* to be met

*key date*

amount

Item

**None unless stated in individual Task Orders**

**If Option G is used**

* The *Consultant* prepares forecasts of the total Time Charge and *expenses* at intervals no longer than **4** weeks.
* The *exchange rates* are those published in **[to be agreed on a commission specific basis] -**on (date) **If Option X1 is used**
* ***The Price Adjustment Factor will be calculated annually on 5th January in accordance with indexation provisions of the Scape Consultancy Framework Agreement. This is based on the BCIS Labour Cost Index and will be applied annually thereafter until completion of works under this Delivery Agreement.***

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

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|  | Term Service Delivery Agreement (NEC3 Professional Services Contract)**Appendix 1** |

**If Option X2**

* The *law of the project* is the law of **England and Wales
If Option X8 is used**
* The *collateral warranty agreements* are

|  |  |
| --- | --- |
| agreement reference | third party |
| **Subcontracts** | **Employer** |

**[The forms of the *collateral warranty agreements* are set out in the Framework Agreement] If Option X10 is used**

* The *Employer’s Agent* is

Name:

Address:

Telephone:

E mail Address:

* The authority of the *Employer’s Agent* is:

**If Option X18 is used**

* The *Consultant’s* liability to the *Employer* for indirect or consequential loss for all matters other than Cladding Claims is limited to
* **£5,000,000\***

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

* The *Consultant’s* liability to the *Employer* for Defects that are not found until after the *defects date* is
* **£5,000,000\***
* The end of liability date is **12** years after Completion of the whole of the services.
\* **to be agreed with the *Employer* on a commission specific basis4**

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

4 It is essential to ensure that the caps under Option X18 match those provided by the Supply Chain, i.e. if necessary, reduced from £5 million to lower levels offered by Supply Chain. This must be agreed in advance with the *Employer* at Service Request stage.

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|  | Term Service Delivery Agreement (NEC3 Professional Services Contract)**Appendix 1** |

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

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

**If Options Y(UK)3 is used**

* Term person or organisation

**None None**

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

* Term person or organisation

The provisions of Option Y(UK)1 Named Suppliers

**Optional clause Z4.0 – Information Modelling does / does not** apply
If Option Z4.0 Information Modelling is used

If no Information The period after the Contract Date within which the

Execution Plan is *Consultant* is to submit a first Information Execution Plan

identified in part two for acceptance is one month.
of the Contract Data

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|  | Term Service Delivery Agreement (NEC3 Professional Services Contract)**Appendix 1** |

**Option Z: ADDITIONAL CONDITIONS OF CONTRACT**

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

**1) Z Clause 1:Security Policy**

Z1.2 Insert a new clause 1.2;

“The Security Requirements set out in “Schedule 16 will apply”

Schedule 16 can be found appended as Doc 2 to The Service Request Proposal in Annex **2) Z Clause 2: Invoicing and Invoice Validation**

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

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

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

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

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

**3) Z Clause 3: Clarification of clause X11**

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

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

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

**Z1.0 Core Clause amendments**

**1 General**

11.2 (2) Add further bullet point:

 ‘provided or procured all Collateral Warranties which the *Consultant* is then obliged under this contract to provide or procure.’

11.2(13) At the end of the sentence add:
‘Appropriately spent excludes time;

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|  | Term Service Delivery Agreement (NEC3 Professional Services Contract)**Appendix 1** |

* spent on activities included within the Commercial Inclusions Tables contained in the Pricing Procedures of the Framework Agreement,
* not justified by the *Consultant’s* accounts and records,
* that should not have been paid to a Subconsultant or supplier in accordance with its contract,
* was incurred only because the *Consultant* did not

- follow an acceptance or procurement procedure stated in the Scope,

- give an early warning which the contract required it to give or

- give notification to the *Employer* of the preparation for and conduct of an adjudication or proceedings of a tribunal between the *Consultant* and a Subcontractor or supplier,

and the cost of

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

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

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

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

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

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

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

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

1. the UK GDPR (as that term is defined in the Data Protection Act 2018) ) and any applicable national implementing laws as amended from time to time; and
2. all applicable law about the processing of personal data and privacy.’

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

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

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

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

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|  | Term Service Delivery Agreement (NEC3 Professional Services Contract)**Appendix 1** |

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

‘Cladding Claim shall mean any claim in respect of:

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

12.4 Insert at the end:

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

12.5 Insert a new clause 12.5:

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

13.9 Insert a new clause 13.9:

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

* any notification of a wish to terminate this contract or the employment of the Consultant under it;
* any notification by the Consultant of his intention to suspend performance of his obligations under this contract;
* any invoking by either party of the procedures applicable under this contract to the resolution of disputes or differences; and
* any agreement between the parties amending the provisions of this contract.’ *(Z clause 13.9 may be deleted at the Employers sole discretion)*

14.1 Add after the final sentence:

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

**19.** Insert a new Clause 19:

**Data Protection**

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

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

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

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|  | Term Service Delivery Agreement (NEC3 Professional Services Contract)**Appendix 1** |

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

19.2.2. Ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the *Employer*, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

19.2.3. Ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

19.2.4. Not transfer any Personal Data outside of the European Economic Area;

19.2.5. Assist the *Employer*, at the *Consultant’s* cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

19.2.6. Notify the *Employer* without undue delay on becoming aware of a Personal Data breach;

19.2.7. At the written direction of the *Employer*, delete or return Personal Data and copies thereof to the *Employer* on termination of the agreement; and

19.2.8. Maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the *Employer* or the *Employer’s* designated auditor.

19.3. The *Employer* does not consent to the *Consultant* appointing any third-party processor of Personal Data under this agreement.’

**2 The Parties’ main responsibilities**

21. Amend as follows:

21.2 Delete and replace with:

‘The *Consultant’s* obligation is to use (and warrant that it has used) all the reasonable skill, care and diligence normally used by competent and appropriately qualified professionals experienced in providing services similar to the *service.*’

21.5 Insert a new clause 21.5:

‘The *Consultant* checks the Scope provided by the *Employer* and satisfies itself that its own provision of the *service*, including any proposals, designs and Scope or specification documents for a subsequent construction contract meet the *Employer’s* Scope with no discrepancy. Where there is ambiguity, inconsistency or conflict between these documents the *Employer’s* Scope will prevail.’

21.6 Insert a new clause 21.6:

‘The *Consultant* performs the Service in accordance with relevant laws and regulations, statutory and other requirements (‘Laws’) and (to the extent that the *Consultant* can control the same) such that the product of the Service complies with all relevant Laws.’

24.5 Insert a new clause 24.5:

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|  | Term Service Delivery Agreement (NEC3 Professional Services Contract)**Appendix 1** |

‘The *Consultant*, in relation to any subcontracting of any portion of the *service*:

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

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

24.6 Insert a new clause 24.6:

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

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

26 Insert a new clause 26:

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

**5 Payment**

50.3 Insert at the end of the second bullet point:

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

51.6 Insert a new clause 51.6:

‘In addition to any other legal rights and remedies of the *Employer*, with the exception of when the *Consultant* is novated to a contractor under the *conditions of contract*, whenever any sum of money is recoverable from or payable by the *Consultant* under this contract that sum may be deducted from any sum

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|  | Term Service Delivery Agreement (NEC3 Professional Services Contract)**Appendix 1** |

then due, or which at any time thereafter becomes due to the *Consultant* under this contract provided that the *Employer* notifies the *Consultant* in writing not later than three days before the final date for payment of the amount to be paid and the basis on which it is calculated.’

**6 Compensation events**

63.10 At the end of the sentence add:

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

63.19 Insert a new clause 63.19:

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

**8 Indemnity insurance and liability**

81.1 Amend the insurance table:

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

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

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

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

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

84 Insert a new clause 84:

**If the Consultant does not insure**

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

85 Insert a new Clause 85:

**Insurance by the *Employer***

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|  | Term Service Delivery Agreement (NEC3 Professional Services Contract)**Appendix 1** |

 85.1 ‘The *Employer* submits certificates for insurance provided by the *Employer* to the *Consultant* for acceptance

before the *starting date* and afterwards as the *Consultant* instructs. The *Consultant* accepts the certificates if the insurance complies with the contract and if the insurer’s commercial position is strong enough to carry the insured liabilities.

 85.2 The *Consultant’s* acceptance of an insurance certificate provided by the *Employer* does not change the

responsibility of *Employer* to provide the insurances stated in the Contract Data.

 85.3 The *Consultant* may insure an event or liability which the contract requires the *Employer* to insure if the

*Employer* does not submit a required certificate. The cost of this insurance to the *Consultant* is paid by the *Employer*.’

 90.5 Insert a new clause 90.5:

**The Public Contracts Regulations 2015**

 90.5 ‘The *Employer* may terminate the *Consultant's* obligation to Provide the Service if any of the provisions of

regulation 73(1) of The Public Contracts Regulations 2015 apply.

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

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

 90.6 The *Consultant* does not appoint a Subconsultant or supplier if there are compulsory grounds for excluding

the Subconsultant or supplier under regulation 57 of the Public Contracts Regulations 2015.

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

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

**Z2.0 Secondary Option Clause amendments**

**None**

**Z3.0 Statutory Clause amendments**

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

 Y2.2 delete clause and replace with the following:

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

* the date of receipt by the Party making payment of an invoice, issued in accordance with these conditions of contract, and

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|  | Term Service Delivery Agreement (NEC3 Professional Services Contract)**Appendix 1** |

* fourteen days after the assessment date.

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

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

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

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

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|  | Term Service Delivery Agreement (NEC3 Professional Services Contract)**Appendix 1** |

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

* The *Consultant* is

Name: **Perfect Circle JV Ltd**

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

Telephone: **0345 045 0050**

Mobile: **07733212729**

E-mail address**:**

* The *key people* are

Name

Job **Client Account Manager**

Responsibilities **Client Care and overall responsibility for service delivery**

Qualifications **Director**Experience

Name

Job

Responsibilities
Qualifications
Experience

The Lead Partner is **Gleeds Cost Management Ltd**

* The *staff rates* are (as of 5th January 2023)

**category of person:**

**Hourly Rate\*\***

**Project Management & Quantity (£)
Surveyin**

**redacted**

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|  | Term Service Delivery Agreement (NEC3 Professional Services Contract)**Appendix 1** |

**Architectural Design, Mechanical Engineer,**

**Electrical Engineer, Structural Engineer & Hourly**

**Building Surveying Rate\*\* (£**

|  |  |  |
| --- | --- | --- |
| **redacted** |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
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|  |  |  |

**\*\* Unless the Employer agrees otherwise, the staff hourly rates must not exceed the equivalent, annually adjusted ‘People Rate with expenses’ stated in the Framework Commercial Model. *The People Rates will be adjusted annually on the 5th January anniversary of the Framework Agreement in accordance with Clause X1.***

**Optional Statements**

**If the *Consultant* states any expenses**

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

**Item**\*\*\* **amount None**

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

**If Option G is used**

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

* The *Employer Proposed Appointment Charge*

to be used in the *task schedule* is **redacted**

The *Uplift Percentage* is **redacted**

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

**If Option Y(UK)1 is used**

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

If Z4.0 Information Modelling is used

|  |  |
| --- | --- |
| If an Information Execution Plan is identified in the Contract Data  | The Information Execution Plan identified in the Contract Data is to be provided within one month of the Contract Date  |

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|  | Term Service Delivery Agreement (NEC3 Professional Services Contract)**Appendix 1** |

**Annex 1 – Service Request Form**

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Service Request Proposal

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

**This Service Request Proposal** is formed of 4 parts:

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

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

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

service delivery proposal,

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

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

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

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Part A - Outline Service Requirements

Client Name Department for Work and Pensions

Commission No. 4610 Commission Name (Title) Term Service Contract - Production of Property

Design Guidance

Commission Description Option G: Provision of Construction Commission Postcode SW1H 9NA

Professional Services for developing the DWP
Brief related to the Production of Property
Design Guidance

Client Contact Position Commercial Lead -CD Estates Projects and Client Contact Telephone

Furniture Number

Lead Partner - Company Name Gleeds Cost Management

Commission Lead Contact

Email

Commission Lead Contact

Commission Lead Contact Mobile

Main Contract Type Option G NEC3 Professional Service Contract Commission Region South West

(Term Service DA)

Client estimated budget for Lead Partner’s NEC3 Project

Commission £ Manager

Client anticipated start date 26 Sep 2022 Client anticipated end date 31 Mar 2024

Has a Client’s draft/outline No
programme been appended?

Other Document Upload 1 DWP Z Clauses .docx (44 KB)

Other Document Upload 2

Other Document Upload 3

|  |  |  |
| --- | --- | --- |
| Has a Client’s Project Brief Yes been appended?If yes, please provide commentaryHas a Scheme Layout been No appended? | If yes, upload document | The Client's Statement of Requirements and Scope - Tracked Changes MT.docx (2.1 MB) |

Are there Client Proposed No
Organisations?

Part B - Pre-Engagement Activity Checklist

Are Pre-Engagement Matters No
required?

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Part C - Detailed Service Requirements

1.1 Project

Overview/Background

1.2 Objectives/Outcomes

2.0 Health, Welfare, Safety, To be advised on each individual Task Order

Environment and Sustainability

Considerations

3.0 Value for Money Statement

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

Value for Money Driver (1) 4) Working with stakeholders

Value for Money Driver (2) 5) Best practice and knowledge transfer

Value for Money Driver (3) 7) Environmental outcomes

Client specific Value for Money To be advised on each individual Task Order
Driver

4.0 Sub-consultant Selection Not required. All suppliers using framework rates

and Competitive Tender Award

Criteria

5.0 Appointment of Principal To be advised on each individual Task Order
Designer

6.0 Task Schedule See Appendix C

7.0 Delivery Team Details of the multi-disciplinary team are attached

Details of the Copywriting Agent have been included in this SRP.

Delivery Team - document
upload

Delivery Agreement Professional Services Contract Model

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

Professional Service Contract

Model. A description of the

contracting options available to

you can be found in Appendix B.

We are proposing that this

appointment is placed using

the following:

Appendix A

Scope of Service: Not Used

Appendix B

**NEC Professional Services Contract Options
Introduction**

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

**The four Model Delivery Agreements available are:**

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

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

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

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

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

1. **NEC4 Professional Services Short Contract (PSSC)**

The PSSC is simplified version of the Professional Services Contract which is suitable for less complex appointments. The PSSC is for use on commissions that impose only low risks on both the client and the Consultant.

1. **NEC4 Professional Services Contract (PSC) - Option A
Priced Contract with Activity Schedule**

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

Consultant.

The Client carries some risk through the compensation event procedures.

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

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

1. **NEC4 Professional Services Contract(PSC) - Option C
Target Contract**

A target fee contract in which the financial risks (savings or over-spend) are shared by the Client and the Consultant.
The Consultant’s share percentages and the share ranges are:

|  |  |
| --- | --- |
| **Share range** | **Consultant’s Share Percentage** |
| Less than 95% | 10% |
| From 95% to 100% | 40% |
| From 100% to 102.5% | 40% |
| Greater than 102.5% | 100% |

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

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

1. **NEC3 Professional Service Contract Option G
Term Contract**

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

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

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

**Summary**

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

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

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Appendix C - Task Schedule

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

Background / Project
Information

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

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

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Task Schedule** |   |   |   |   |   |   |
| Task NoA | Task DescriptionPhase 1: Provision of Consultancy Services for developing the DWP Brief related to the Production of Property Design Guidance | Location Bristol | ServicesArchitect, Electrical Engineer, Mechanical Engineer, Non-Core, Project Manager, Quantity Surveyor | Estimated Start Date03 Oct 2022 | Estimated End Date23 Dec 2022 | Indicative Fee Value £90,000 |
| B | Phase 2: Provision of Consultancy Services for developing the DWP Brief related to the Production of Property Design Guidance | Bristol | Architect, Electrical Engineer, Mechanical Engineer, Non-Core, Project Manager | 02 Jan 2023 | 31 Mar 2023 | 144,750 |
| C | Phase 2: Provision of Consultancy Services for developing the DWP Brief related to the Production of Property Design Guidance | Bristol | Architect, Electrical Engineer, Mechanical Engineer, Non-Core, Project Manager, Quantity Surveyor | 03 Jan 2023 | 29 Mar 2024 | 215,250 |

Appendix D - CVs for Key Staff

CV Document Upload (1) CV Document Upload (2) CV Document Upload (3) CV Document Upload (4) CV Document Upload (5)

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Part D - Statement of Key Outputs

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

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

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

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

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

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

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**The Client’s Statement of Requirements and Scope**



**Provision of construction professional services to support the
production of Property Design Guidelines for the Department for
Work and Pensions in FY22/23 and FY23/24.**

1

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**Contract Schedule 1 - The Statement of Requirements and Scope**

1. **Background to the Client**

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

The Client delivers these services across England, Wales and Scotland (including the Orkney and Shetland Islands), across a diverse estate of c.1,000 buildings. This number is made up primarily of Jobcentre Plus (JCP) high street premises, but also includes medical assessment centres, service centres and core office hubs.

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

1. **Background to the Client’s Requirements**a. Previous Design Guidelines

The roll-out of Jobcentre Plus enabled the Client to integrate the work of two government agencies (the Employment Service and the Benefits Agency) in 2002, and the rationalisation of an estate portfolio of 1,500 offices programme was launched in October 2002. The aim was to re-design, re-brand and refurbish over 800 former Jobcentres and social security offices; making the job-seeking and benefit claiming experience more like that experienced in a bank or modern retail environment. This included the move away from screened customer interactions to friendlier customer facing desks.

In September 2003, the scope for each office became more tightly defined when the programme’s concept architect, Lewis and Hickey, were asked to employ a more prescriptive approach to the design of Jobcentre Plus offices. This resulted in the ‘Office Standard’ specifications known as the ‘Jobcentre Plus Environment Guide’ (JPEG). The JPEG specification is still being used, to inform designers, on many aspects of the requirements.

The design is now seen as dated, expensive and inefficient in the use of space. As an example, the bespoke desks were designed prior to widespread adoption of flat screens and the work was more reliant on paper than today. Also, significant progress has been made to improve spaces for those with health conditions, and disabilities, that needs to be incorporated into the design guidance.

The Client’s Estates Workplace Design Standards Team have also previously worked closely with the Health Transformation Programme to draft interim design guidelines for assessment centres. These design guidelines are mainly text based but include diagrams showing the preferred layout of assessment rooms.

2

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Smart working (as defined in PAS3000:2015) the assessment rooms to reduce the numbers required whilst also creating a smart working back of house was suggested as a space/cost effective solution and would be an approach that the Client wishes to explore further.

Previous output from Perfect Circle JV Ltd produced draft design guidelines for JCP and draft design guidelines for assessment centres, but these designs need refining and developing further.

b. Workplace Transformation Programme (WTP)

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

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

The Department will use lease break opportunities in 2023 and 2028 to transform and right-size the estate, with targeted investment based on length of building tenure, making the overall estate smaller. Those sites we intend to exit in 2028, will be subject to an absolute minimum spend, driven by the results of individual building assessment reports. Sites with a longer-term strategic future, retained beyond 2028 and capable of meeting greening government targets, will be upgraded to meet the standards of other modern DWP buildings. **3. The Client’s Requirements**

The Client is looking for the Consultant to continue to work with the Client Proposed Organisation, Lungfish Architects Ltd, and other sub-contractors to engage with a range of relevant stakeholders and refine, ready for release, a new ‘Design Guide,’ for both JCP and assessment centres, that can be used across the Client’s estate to provide a standardised approach to fit-out that best meets the needs of a diverse range of users.

This is expected to be an iterative process comprising of several phases across FY22/23 and FY23/24. Individual Task Orders and the associated activity will be agreed and issued for each phase of work required. The Consultant and Client will cooperate and agree the scope of each Task Order as the contract progresses until expiry on 31st March 2024. The Consultant will issue a revised Task Schedule to track the works authorised under issued Task Orders.

The Consultant will be required to complete the following services:

1. Continue comprehensive engagement including well organised workshops with agreed stakeholder groups to refine functional challenges and requirements for the Client’s estate;

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2. Work closely with key Client staff to develop the JCP and Assessment Centre Design Guides which cover:

* Spatial requirements for different areas/functions within a typical estate footprint; and
* Fit-out and fixtures requirements, up to detailed technical specifications where appropriate, or performance/output requirements where flexibility may be required.

The new Design Guides should incorporate and consider the following:

* Create a more flexible dynamic space aligned to a new service delivery model;
* Focus on efficient use of space;
* To incorporate recent and ongoing work on the customer journey/environment especially for health conditions (including neuro-diversity considerations) and disabilities;
* Consider the GPA Inclusive Design Guide and incorporate where appropriate;
* Create an accessible, easily updatable design standards pack;
* Consider opportunities to introduce elements of Smart Working in line with PAS 3000;
* Refresh branding, colour palette and generally modernise the look and feel;
* Update furniture, fixtures and equipment;
* Provide guidance for co-located sites;
* Support the Client’s Greening Government Commitment targets and Central Government’s ambition to be Net Zero Carbon by 2050 by following the Client’s Design Standards, interim design standards and relevant Client derogations;
* Continue to review mechanical, plumbing and electrical standards to improve sustainability performance, including where HVAC replacements offer the opportunity to decarbonise heat. To include a review of ventilation standards to align to post-COVID-19 requirements;
* Ensure statutory compliance and highlight key areas that need to exceed minimum statutory requirements; and
* Incorporate lessons learnt from previous projects to ensure smooth delivery.

The Client anticipates that the Consultant will develop two versions of the Client’s Design Guide for JCP under this contract. Version 1.5 of the Client’s JCP Design Guide will include design aspects considered by the Client to be straightforward, and immediately deliverable. The Client expects a final draft of Version 1.5 to be available for stakeholder distribution by January 23.

More contentious and unresolved design thinking will be left for Version 2.0 of the Client’s JCP Design Guide, to be completed later in the FY22/23 and possibly in FY23/24 subject to further task orders being agreed, instructed and signed. Version 2.0 will be the complete

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‘Jobcentre of the Future’ design, fully resolved with stakeholder engagement following any agreed trials.

The Assessment Centre draft as it currently stands needs refining to form the Assessment Centre Design Guide v2.0.

The Client expects to instruct an initial task order under NEC Option E covering ‘Phase 1’ activities across Version 1.5 of the JCP Design Guide, Version 2.0 of the JCP Design Guide and Version 2.0 of the Assessment Centre Design Guide as defined in the following three tables. Funding to begin work on these activities has been initially capped at £90k + VAT within the FY22/23. The Consultant should aim to complete the Phase 1 activities as soon as practicable following contract award and no later than 31st March 2023.

Whilst the ‘Phase 1’activities are being progressed, a scope for a second task order or task orders covering ‘Phase 2’ can be agreed, subject to instruction and signature following confirmation of appropriate funding. The requirement to provide any activities beyond Phase 1, including activity in FY23/24, is conditional upon the Client agreeing, instructing and signing a further task order with the Consultant. If the Client does not agree, instruct and sign a further task order, there will not be a requirement for any further activity under this Statement of Requirements and Scope. The Consultant shall not be entitled to any payment for further activity in such circumstances.

The Consultant acknowledges and agrees that no guarantee is given by the Client in respect of any of the activities listed in Table 1, Table 2 and Table 3 for the duration of this contract, which is non-exclusive.

**Table 1 - JCP Design Guide Version 1.5 Activities**



The Client anticipates that the following activities will be required in the development of version 1.5 of the Client’s JCP Design Guide.

**Phase 1:** The following activities will be included within an initial ‘Phase 1’ task order under NEC Option E to produce an updated revision of Version 1.5 of the Client’s JCP Design Guide:

* The Consultant will:Work with the Client Proposed Organisation, Lungfish Architects Ltd, and other sub-contractors to work through design edits as provided by the Client’s Estates Workplace Design Standards Team.This will involve facilitating a workshop with relevant sub-contractors and stakeholders, likely in London, to agree content for version 1.5;
* Engage a copywriting specialist, preferably with estates experience, to review the entire text to improve clarity, generally making the document easier to read and understand;
* Provide proactive project management, preparing and maintaining a detailed programme capturing important milestone events and stakeholder sign offs. Dependencies, threats and risks to maintaining the programme should all be highlighted to the Client, with decisive action taken to maintain progress and ensure timely delivery of programme outputs;
* Facilitate, chair and provide record-keeping for all project meetings requested by the Client, including provision of the following activities in a timely manner:

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- Sending out meeting invitations;

- Provision of a detailed agenda and pre-reading where required;

- Ensure minutes and actions are recorded and made available to stakeholders;

- Detailed, timely follow-up outlining key decisions and agreed actions with notes on who is responsible and by when; and

- Actively follow-up, support and potentially escalate agreed actions until closed.

* Provide monthly detailed financial fee updates, which include progression of activities by the Consultant, the Client Proposed Organisation, Lungfish Architects Ltd and other sub-contractors against purchase orders. Flag up potential overspend or underspend as soon as possible in high-level forecast summaries;

As Client Proposed Organisation, Lungfish Architects Ltd will:

* Update the contents of the draft design guide to remove material suitable for version 2.0 (Jobcentre of the Future) and identify areas that need to be discussed in a workshop for revision 1.5;
* Present finishes strategy with physical samples to agree what is to be included. Update the document to reflect what the agreed strategy is;
* Prepare, present, revise various concepts for discussion at workshops until agreement reached; and
* Draw up plans, axonometrics, visuals and zoning diagrams in line with previous discussions and mark-ups.

This is not an exhaustive list and the Consultant will be expected to engage with the Client to share best practice and industry trends which may inform other activities.

**Phase 2 Onwards:** Future phases and associated task order activities, to be confirmed in an appropriate task order, may include continuation of Phase 1 activities in addition to the following:

The Consultant will:

* At a point in time to be agreed with the Client, engage with other project consultants such as MEP and QSs to develop ‘high level’ design standards;
* At a point in time to be agreed with the Client, carry out a value engineering workshop with full consultancy support including cost management with a focus on whole life cost;
* Prepare documents for hosting on SharePoint and arrange for publication; As Client Proposed Organisation, Lungfish Architects Ltd will:
* Undertake wider stakeholder engagement to refine the concept and ensure deliverability;
* Continue to bring new ideas and ways of working to workshops for discussion;

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**Table 2 - JCP Design Guide Version 2.0 Activities**

* Prepare 3D walkthrough visualisations of the concept designs (possibly with a VR experience);
* Subject to the Client entering into an appropriate contract, work closely with neuro-diversity specialist on details of the design to improve the journey for customers and staff members;
* Integrate Design Standards prepared by others such as mechanical, electrical & public health engineers, furniture catalogue, security, and branding;
* Prepare an ‘end user guide’ to help colleagues make best use of the new spaces;
* Ensure the document is provided in an editable format;
* Present, to an agreed number of groups, following initial release of the Design Guide; and
* Training, to a set number of groups, in the use of the Design Guide pack and associated BIM model.

In addition to the ‘Design Guide Version 1.5 Activities’ in Table 1, the Client anticipates that the following activities will be required in the development of the Design Guide Version 2.0:

**Phase 1:** The following activities will be included within an initial ‘Phase 1’ task order under NEC Option E:

The Consultant will:

* Facilitate a workshop with relevant sub-contractors and stakeholders, likely in London, to discuss design options for four test and learn sites. The options may vary between sites;
* Provide proactive project management, preparing and maintaining a detailed programme capturing important milestone events and stakeholder sign offs. Dependencies, threats and risks to maintaining the programme should all be highlighted to the Client, with decisive action taken to maintain progress and ensure timely delivery of programme outputs;
* Facilitate, chair and provide record-keeping for all project meetings requested by the Client, including provision of the following activities in a timely manner:

- Sending out meeting invitations;

- Provision of a detailed agenda and pre-reading where required;

- Ensure minutes and actions are recorded and made available to

stakeholders;

- Detailed, timely follow-up outlining key decisions and agreed actions with notes on who is responsible and by when; and

- Actively follow-up, support and potentially escalate agreed actions until closed.

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* Provide monthly detailed financial fee updates, which include progression of activities by the Consultant, the Client Proposed Organisation, Lungfish Architects Ltd and other sub-contractors against purchase orders. Flag up potential overspend or underspend as soon as possible in high-level forecast summaries;

As Client Proposed Organisation, Lungfish Architects Ltd will:

* Update the contents of the draft design guide to identify material suitable for Version 2.0 of the Client’s JCP Design Guide (Jobcentre of the Future);
* Work up concept design for each of the four sites with sketch visuals and sketch layouts. Present back to further workshop and develop these ideas;
* Take design to RIBA Stage 3 for handover to the Client’s Estates Directorate for delivery; and

Work alongside the Client’s instructed delivery architects, McBains Ltd and Ridge and Partners LLP, to ensure design intent is met. Include two site visits to each of the four locations.This is not an exhaustive list and the Consultant will be expected to engage with the Client to share best practice and industry trends which may inform other activities.

As Client Proposed Organisation, Lungfish Architects Ltd will:

* Developconcept design ideas that may not have been ready for release of version 1.50. Some aspects may require ‘trial’ projects to either discard or further fine tune proposals prior to inclusion;
* Undertake design development from ‘trial’ projects to be incorporated into new Design Guide as and when available;
* Undertake furniture development, including specific designs for all areas of customer interaction;
* Subject to the Client entering into an appropriate contract, continue to work closely with neuro-diversity specialist on details of the design to improve the journey for customers and staff members;

**Phase 2 Onwards:** Future phases and associated task order activities, to be confirmed in an appropriate task order,may include continuation of Phase 1 activities in addition to the following:

The Consultant will:

* Engage a copywriting specialist, preferably with estates experience, to review the entire text to improve clarity, generally making the document easier to read and understand;
* Liaise with supply-chain and ensure products are incorporated to the right level of detail; and
* At a point in time to be agreed with the Client, follow up value engineering workshop with full consultancy support including cost management with a focus on whole life cost.

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**Phase 1:** The following activities will be included within an initial ‘Phase 1’ task order to produce an updated revision of Version 2.0 of the Client’s Assessment Centre Design Guide:

The Consultant will:

* Engage a copywriting specialist, preferably with estates experience, to review the entire text to improve clarity, generally making the document easier to read and understand;
* Provide proactive project management, preparing and maintaining a detailed programme capturing important milestone events and stakeholder sign offs. Dependencies, threats and risks to maintaining the programme should all be highlighted to the Client, with decisive action taken to maintain progress and ensure timely delivery of programme outputs;
* Facilitate, chair and provide record-keeping for all project meetings requested by the Client, including provision of the following activities in a timely manner:

- Sending out meeting invitations;

- Provision of a detailed agenda and pre-reading where required;

- Ensure minutes and actions are recorded and made available to stakeholders;

- Detailed, timely follow-up outlining key decisions and agreed actions with notes on who is responsible and by when; and

- Actively follow-up, support and potentially escalate agreed actions until closed.

* Provide monthly detailed financial fee updates, which include progression of activities by the Consultant, the Client Proposed Organisation, Lungfish Architects



**Table 3 - Assessment Centre Design Guide Version 2.0 Activities**

* Integrate Design Standards prepared by others such as mechanical, electrical & public health engineers, furniture catalogue, security, and branding;
* Create a ISO19650 compliant BIM model based upon the BIM from the ‘live trial;’
* Update ‘end user guide’ to help colleagues make best use of the new spaces;
* Launch interim design standard for use on other projects;
* Prepare documents for hosting on SharePoint and arrange for publication;
* Present, to an agreed number of groups, following initial release of the Design Guide; and
* Training, to a set number of groups, in the use of the Design Guide pack and associated BIM model.

The Client anticipates that the following activities will be required in the development of version 2.0 of the Client’s Assessment Centre Design Guide:

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Ltd and other sub-contractors against purchase orders. Flag up potential overspend or underspend as soon as possible in high-level forecast summaries;

As Client Proposed Organisation, Lungfish Architects Ltd will:

* Work through design edits as provided by the Client’s Estates Workplace Design Standards Team;
* Present finishes strategy with physical samples to agree what is to be included. Update the document to reflect what the agreed strategy is; and
* Draw up plans, axonometrics, visuals and zoning diagrams in line with previous discussions and mark-ups;

This is not an exhaustive list and the Consultant will be expected to engage with the Client to share best practice and industry trends which may inform other activities.

**Phase 2 Onwards:** Future phases and associated task order activities, to be confirmed in an appropriate task order, may include continuation of Phase 1 activities in addition to the following:

The Consultant will:

* At a point in time to be agreed with the Client, engage with other project consultants such as MEP and QSs to develop ‘high level’ design standards;
* At a point in time to be agreed with the Client, follow up value engineering workshop with full consultancy support including cost management with a focus on whole life cost; and
* Prepare documents for hosting on SharePoint and arrange for publication. As Client Proposed Organisation, Lungfish Architects Ltd will:
* Undertake wider stakeholder engagement to refine the design and ensure deliverability;

Continue to bring new ideas and ways of working to workshops for discussion;

* Subject to the Client entering into an appropriate contract, work closely with neuro-diversity specialist on details of the design to improve the journey for customers and staff members;
* Integrate Design Standards prepared by others such as mechanical, electrical & public health engineers, furniture catalogue, security, and branding;
* Prepare an ‘end user guide’ to help colleagues make best use of the new spaces;
* Ensure the document is provided in an editable format;
* Present, to an agreed number of groups, following initial release of the Design Guide; and

Training, to a set number of groups, in the use of the Design Guide pack and associated BIM model.

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For ‘Phase 1’ activities and any other agreed, instructed and signed task orders, the Consultant is expected to produce a proposal and activity program that details the activities that will be undertaken, taking the above activities into account and leveraging their own expertise to guide and form an agreed programme with the Client.

The Consultant shall provide regular reports and information relating to these services as required by the Client. Reports may be required to:

* illustrate progress against agreed deliverables;
* demonstrate whether the approved budget and cash-flow is being maintained; and



* identify those matters which require a decision from the Client and where necessary, provide assistance for the Client to make an informed decision on all such matters.

The Client requires the Consultant to deliver social value throughout the contract. The Consultant will be expected to run a workshop with the Client prior to 31st January 2023 to present innovative ideas and proposals in regards to delivering social value in line with the following themes from [The Social Value Model](https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts) published by the Government Commercial Function in December 2020:





* Tackling Economic Inequality
* Fighting Climate Change



Once proposals have been selected and agreed by the Client to be implemented, the Consultant shall implement proposals against a timed project plan, in addition to setting up agreed monitoring, reporting and evaluation processes.



**a. Engagement**

The Consultant will involve key stakeholders from the following groups and others as agreed with the Client:

* Client Strategy & Planning
* Client Security, including to gain relevant update from security trials
* Client Workplace Design Standards Team
* Client Digital
* Client Health & Safety
* Client Sustainability
* Trade Unions
* Building users & operators
* Turner & Townsend Project Management Limited and other suppliers in the Client’s ETOM as directed by the Client (Please see Annex 1)
* Maximus (Centre for Health and Disability Assessments)
* Neuro-diversity specialist (Subject to the Client entering into an appropriate contract)

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* DWP People Safety
1. **Site Visits**

Further site visits may be required/agreed. The Consultant shall undertake site visits at agreed Sites, which will comprise non-intrusive review and assessment of different types of assets on the Client’s estate. The amount due to the Consultant for expenses will be limited to the expenses properly spent by the Client in providing the Services in line with the Client's Expenses Policy (please see Annex 2).

Consultant Personnel undertaking site visits must comply with the Client’s latest relevant policies and procedures.

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

1. **Consultant Personnel Requirements**

All Consultant Personnel must be professionally qualified and highly competent in this sector, having relevant technical expertise, qualifications and substantive experience in successfully undertaking similar roles. A strong team ethic is essential, allied to an ability to communicate clearly and effectively with a wide and diverse stakeholder community.

The Client requires that all Consultant Personnel employed, whether permanent or temporary, on the provision of the *services* are subject to the requirements of the [HM Government Baseline Personnel Security Standard (BPSS).](https://www.gov.uk/government/publications/government-baseline-personnel-security-standard)

Please note that there is no requirement to apply to the Client or any other third party to obtain the required BPSS clearance. BPSS clearance is obtained if the following steps have been completed as part of your organisation’s pre-employment checks:

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

Copies of the current HM Government Baseline Personnel Security Standard, providing further information regarding how each of these steps should be verified, can be found via the following link [Government Baseline Personnel Security Standard.](https://www.gov.uk/government/publications/government-baseline-personnel-security-standard) The Consultant is expected to arrange the BPSS checks at no additional charge.

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All Consultant Personnel must comply with the Client’s Security Policy. The Consultant will only be expected to comply with those Security Policies and Standards that are applicable to their delivery model and technologies used.



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

**d. Cooperation, Mobilisation and Handover**

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

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

To assist this, mobilisation may require meetings and/or workshops which include (but may not be limited to) introductions with other members of the Client’s supply chain (Please see Annex 1). As a minimum, the Consultant will be required to attend a mobilisation workshop with Turner & Townsend Project Management Limited.

The Consultant will attend any meetings and/or workshops required for mobilisation (including any meeting and/or workshop held on site) on an inclusive basis, free of charge, as this will define standard ways of working across both programmes and all sites over the duration of the contract.

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

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**4. Proposal**

Please provide a proposal detailing how you will deliver the ‘Phase 1’ services within the Client’s Statement of Requirements and Scope. The proposal should include (but not be limited to) the following:

* Details of the key personnel proposed to be used in delivering the services, including rationale for their appointment. The proposal should include an organogram, whether any of the key personal will be subcontractors, and CVs for those proposed, inclusive of location and grade;
* Approximate timescales to complete this work, specifying any dependencies or potential issues;



* A commercial breakdown of the costs.

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



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

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

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

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



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

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





**ETOM Suppliers**

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

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

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* **Integrator, EPMS and LLM (Landlord and Lease Management)**: This tower includes the Integrator contract with KBR, the EPMS contract with Turner & Townsend and LLM supplied by Cushman and Wakefield Plc.

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

|  |  |  |  |
| --- | --- | --- | --- |
| **DWP Projects Supported** | **Supplier** | **Services** | **Geographic Area** |
| LCW and minor business as usual projects | McBains Ltd | * Cost Managers
 | Nationally across England, Wales and Scotland |
| Gleeds Advisory Ltd | * Project Managers
* Contract Administrators
* Principal Designers
* Technical Advisors
 |
| Major Capex and WPT projects | Gleeds Advisory Ltd | * Project Managers
* Contract Administrators
 | Nationally across England, Wales and Scotland |
| McBains Ltd | * Architects
* Building Services Engineer (Mechanical and Electrical Engineers)
* Civil Engineer
* Principal Designer
* Building

Information Management(BIM) Information Manager* BIM Coordinator
* Cost Managers
 | Scotland, North-East England, North-West England, Yorkshire and the Humber and East Midlands |
| Ridge & Partners LLP | Wales, West Midlands, East of England, South East, South West and London |



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

|  |  |  |  |
| --- | --- | --- | --- |
| **Suppliers** | LOT A | LOT B | LOT C |
| £0-£300,000 | £300,000- £5m | £5m- £10m |
| North South Scotland Wales North South Scotland Wales North South Scotland Wales |
| **AMEY DEFENCE SERVICES LIMITED** |   |   |   |   | **X** |   | **X** | **X** |   |   |   |   |
| **BEARD CONSTRUCTION** |   |   |   |   |   | **X** |   |   |   |   |   |   |
| **CLARK** |   |   | **X** |   |   |   | **X** |   |   |   |   |   |
| **CONAMAR BUILDING SERVICES LIMITEC** |   | **X** |   |   |   | **X** |   |   |   |   |   |   |
| **F. PARKINSON LIMITED** | **X** |   |   |   | **X** |   |   |   |   |   |   |   |
| **FES SUPPORT SERVICES LIMITED** | **X** | **X** | **X** | **X** | **X** | **X** | **X** | **X** |   |   |   |   |
| **GHI CONTRACTS** |   |   | **X** |   |   |   | **X** |   |   |   |   |   |
| **MORRIS & SPOTTISWOOD LIMITED** | **X** |   | **X** |   | **X** |   | **X** |   |   |   |   |   |
| **ROSSLEE** | **X** |   |   |   | **X** |   |   |   |   |   |   |   |
| **SEDDON CONSTRUCTION LTD** | **X** |   |   |   | **X** |   |   |   |   |   |   |   |
| **LOGAN CONSTRUCTION (SOUTH EAST) LTD** |   |   |   | **X** | **X** |   |   |   |   |   |   |
| **BOWMER&KIRKLAND** |   |   |   |   |   |   |   |   | **X** |   | **X** |   |
| **CONLON CONSTRUCTION LIMITED** |   |   |   |   |   |   |   |   | **X** |   |   |   |
| **ISG CONSTRUCTION LIMITED** |   |   |   |   |   |   |   |   | **X** | **X** | **X** | **X** |
| **JOHN GRAHAM CONSTRUCTION LIMITED** |   |   |   |   |   |   |   |   |   | **X** | **X** |   |
| **KIER CONSTRUCTION LIMITED** |   |   |   |   |   |   |   |   | **X** |   | **X** |   |
| **MCLAUGHLIN & HARVEY LIMITED** |   |   | **I** |   |   |   |   |   | **X** | **X** | **X** |   |
| **SPELLER METCALFE LIMITED** |   | **\_** | **I** |   |   |   |   |   | **X** |   |   |   |
| **TILBURY DOUGLAS** |   | **I** | **I** |   |   |   |   |   | **X** | **X** | **X** | **X** |
| **VINCI CONSTRUCTION UK LIMITED** |   | **I** | **I** | **I** |   |   |   |   |   | **X** |   | **X** |
| **WATES CONSTRUCTION LIMITED** |   | **I** | **I** | **I** |   |   |   |   | **X** |   | **X** | **X** |



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**Annex 2 - The Client’s Expenses Policy**

This policy is subject to change as updates are periodically made by the Client.

1. **Circumstances where the Client will not reimburse expenses incurred**

The Client will not reimburse costs incurred for travel to, or accommodation at, the main base location.

Additionally, in order to comply with propriety and regularity, audit and tax rules the Client will not pay, or be responsible for the payment of any fines or penalty charges in respect of private vehicles etc. during the undertaking of duties for the Client.

1. **Circumstances where the Client will reimburse expenses incurred**

The Client will reimburse necessary and reasonable business travel and accommodation costs incurred during the undertaking of duties for the Client. This is subject to:

* All such expenses being agreed with the Client in advance;
* The rules for claiming expenses must be in accordance with the Client’s Expenses Policy in force at the time the expense is incurred;
* All such expenses must have been incurred in performing the Client’s services away from their main base location of the Client’s work, and be minus the cost of travel to the usual place of work;
* Appropriate documentary evidence, such as receipts and tickets, of such expenses being incurred is provided to the appropriate contact of the Client;
* The expenses must be submitted at the same time as the relevant weekly timesheet.

**3. Offshore Consultant Personnel**

In respect of Consultant Personnel who are located outside the UK:

* Business travel and accommodation expenses incurred in off-shore locations will not be reimbursed;
* Where the Consultant decides to bring off-shore Consultant Personnel into the UK in order to perform the Client’s services i.e., they become “landed”, then the Client’s Expenses Policy may apply to costs incurred within the UK;
* The Client will not be liable for any expenses incurred in order for the Consultant Personnel to be “landed” i.e. for travel from the off-shore location to the on-shore location.

**4. General statements on business travel and accommodation**

**4.1** Before committing to any travel arrangements, the Consultant must discuss travelling needs with the Client’s Key Personnel to be named within the Contract.

and assess:

* Whether the following could be used:

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- video conferencing;

- telephone conferencing;

- web conferencing;

- audio conferencing;

- The business need to travel; and

- The most economical and suitable means of travel, taking into account value for money and sustainability factors.

**4.2** Business journeys must only be made when face-to-face meetings are essential. Authorisation to travel must be received from the Client’s Key Personnel to be defined within the Contract before committing to make travel arrangements

 **4.3** The most cost effective/value for money option should be obtained and Consultants

can use their own organisations’ booking agent(s) or low-cost alternatives. Advantage should be taken of any offers for reduced travel (including restricted and advanced purchase tickets/advanced booking for rooms) or room rates. Any claims for the cost of travel and accommodation must be evidenced with supporting documentation and receipts.

 **4.4** No organisational or personal benefit must be obtained arising from the promotions,

offers, or reward schemes that ensue from official travel or accommodation paid for by the Client, whether in advance or by refund. Where such promotions or offers are available, the Consultant should agree with the Client, whenever possible, how to use any such benefits to offset against other expenses payable by the Client.

**4.5** The Client reserves the right to reject claims for unreasonable expenses, or expenses which could have been avoided if a journey had been better planned.

**5. Rates and expenses type**

The types of expenses and the rates payable are given at **Annex A** below and are applicable from 1st March 2015. The rates payable are subject to change.

 **5.1** Claims for mobile phone calls and internet use

Costs for mobile telephone calls and internet use cannot be claimed.

 **5.2 Public Transport including rail travel**

On public transport standard class travel must be used. First class travel is strictly prohibited irrespective of the duties undertaken.

The use of rail, oyster and other discount cards or schemes is encouraged if evidence is shown that these will save the Client more than their cost.

 **5.3 Taxis**

Taxi fares may be reimbursed for business travel where their use is reasonable in the circumstances. Actual fares only can be claimed in the following circumstances:

 Where there is no other suitable method of public transport;

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* In exceptional and infrequent circumstances where the saving of official time is important;
* When heavy luggage has to be handled; and
* When shared by colleagues and the fare overall is cheaper than public transport.

 **5.4 Air Travel**

Claims for domestic air travel are not permitted unless the flight is over 300 miles. This limit is for one-way flights within the British mainland. In particular, for travel between the destinations shown below air travel is not permitted, journeys must be taken by rail:

* Newcastle and London
* Birmingham and Newcastle
* Manchester and London

Economy class air travel must always be booked when travelling on domestic flights within the UK. No business class or first-class tickets must be booked on domestic flights regardless of the length/duration of journey.

 **5.5 Private Motor Vehicles**

**Private Vehicle Use**

The Client aims to reduce mileage travelled in private motor vehicles undertaken by the Consultant. When considering the use of a vehicle on official business, Consultant Personnel must only use their own vehicle for business journeys when there is no other practicable mode of transport including public transport. Permission must be gained from the Client for each business journey carried out in a private vehicle.

Before undertaking such journeys, the Client’s manager must check that Consultant Personnel hold a full current driving licence. The private vehicle must be roadworthy and, where required, have a valid MOT test certificate. All Consultant Personnel must ensure their motor vehicle insurance policy includes a Client indemnity clause in addition to the business use clause. It is the policyholder’s responsibility to check with their insurance company that they have both types of cover and for the Client to validate this.

There are mileage restrictions of a maximum of 1000 miles per financial year and 100 miles per day once authorisation has been obtained. Consultant Personnel who genuinely need to travel more than 1000 miles per year or 100 miles per day in their own vehicle must have written permission from the Client in the form of business case outlined in Annex D authorised by the Client’s Key Personnel to be identified within the Contract.

Note: For daily journeys over 100 miles, an exemption is required only if it is likely to be a regular occurrence. One-off situations can be approved locally with no form required.

Reasons for granting permission must be clearly documented in a Business Case (**Annex B)** and retained for audit purposes.

Mileage rates can be claimed as detailed in **Annex A.**

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Car parking fees can be claimed on production of the appropriate documentary evidence. Receipts and tickets should be provided to the appropriate contact of the Client. However, the Client will not provide remuneration for travel on toll roads.

**5.6 Overnight accommodation
5.6.1 Hotel**

Where it is necessary for the Consultant to stay away from their main base location(s) for the performance of the contract then:

1. Expenses will only be reimbursed where it is not possible for Consultant Personnel to stay at their home; and
2. The following two principles must apply to any accommodation booking:



1. It must be as close to the traveller’s end location as possible and within a 5 mile radius; and
2. It must be the most economical option, having taken into account the whole trip cost, such as public transport costs, taxi fares and travelling time.

Regional maximum limits for claims for overnight hotel accommodation are included at **Annex A**.

**5.6.2 Overnight stay with relatives or friends**

Where Consultant Personnel elect to stay with friends or relatives rather than in a hotel or other commercial establishment, then the overnight accommodation rates do not apply. Alternatively, the friends and relatives allowance is payable at a flat rate to cover accommodation.

**Annex A: Expenses Rates**



|  |  |  |
| --- | --- | --- |
| **Expense Type** | **Conditions/Category** | **Rate as of 1 March 2015** |
| **Lodging** | Friends and relatives – Nightly | £25.00 |
| **Mileage rates (amount per mile)** | Higher standard rate (up to 1,000) | £0.45 |
| Lower standard rate (over 1,000)\* | £0.25 |
| Motorcycle | £0.24 |

\*Restrictions apply and business case is required - see para 5.5

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Regional limits on claims for overnight hotel accommodation



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| **Hotel allowance – upper limits** | **(£ per night)** |
| **London** | £130 |
| **Rest of the country (except London)** | £80 |

**Annex B:** Business case for approval to exceed the Client’s mileage restrictions of 100 miles per day or 1000 miles per year



|  |  |
| --- | --- |
| **Business Unit:** |   |
| **Name of proposer:** |   |
| **Grade of proposer:** |   |
| **Home Office:** |   |
| **Name of Consultant Personnel the exemption covers** |   |
| **Short description of journeys undertaken including daily mileage** |   |
|   |   |
| **Are there any reasons, through health or disability, that an exemption should be granted. If** |   |
|   |   |
| **Reasons why Tele-Conference or Video Conference are unsuitable** |   |

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**Reasons why Public Transport is unsuitable**

**Authorising Person**

**Grade of Authorising Person**

When exemption is granted, please retain a copy of this form for audit purposes.

**Date:**



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**DWP Requested Z Clauses**

**1) Z Clause 1: Security Policy**

Z1.2 Insert a new clause 1.2: “The Security Requirements set out in “Schedule 16 will apply.”

**Contract Schedule 16 - Security Policy**

**1. GENERAL**

The Consultant shall, and shall procure that any Sub-consultant (as applicable) shall, comply with the Client’s security requirements as set out in the Contract which include the requirements set out in this Schedule 16 to the Contract (the “**Security Policy**”). The Security Policy includes, but is not limited to, requirements regarding the confidentiality, integrity and availability of Client Assets, the Client’s Systems Environment and the Consultant’s Systems Environment.

Terms used in this Schedule 16 which are not defined below shall have the meanings given to them in the Contract Data and/or clause Z1 (Interpretation and the law) of this Call Off Contract.

|  |  |  |
| --- | --- | --- |
| “**Availability Test**” |   | shall mean the activities performed by the Consultant to confirm the availability of any or all components of any relevant ICT system as specified by the Client. |
| “**Breach of Security**” |   | means the occurrence of: |
|   |   | 1. any unauthorised access to or use of Client Data, the Client’s
 |
|   |   | Systems Environment (or any part thereof) or the Consultant’s |
|   |   | Systems Environment (or any part thereof); |
|   |   | 1. the loss and/or unauthorised disclosure of any Client Data, the
 |
|   |   | Client’s Systems Environment (orany part thereof) or the |
|   |   | Consultant’s Systems |
|   |   | Environment (or any part thereof); |
|   |   | 1. any unauthorised event resulting in loss of availability of any Client
 |
|   |   | Data, the Client’s Systems |
|   |   | Environment (or any part thereof) or the Consultant’s Systems |
|   |   | Environment (or any part thereof); |

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|   | (IV) any unauthorised changes or modification to any Client Data, the Client’s Systems Environment (or any part thereof) or the Consultant’s Systems Environment (or any part thereof). |
| “**CHECK**” | shall mean the scheme for authorised penetration tests which scheme is managed by the NCSC. |
| “**Cloud**” | shall mean an off-premise network of remote ICT servers on the Internet to store, process, manage and transmit data. |
| “**Consultant’s Systems Environment**” | means any ICT systems provided by the Consultant (and any Sub-consultant) which are or may be used for the provision of the *services*. |
| “**Cyber Essentials**” | shall mean the Government-backed, industry-supported scheme managed by the NCSC with higher level of security requirements to help organisations to protect themselves against online threats or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC. |
| “**Cyber Security Information Sharing Partnership**” or “**CiSP**” | shall mean the cyber security information sharing partnership established by the NCSC or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC. |
| “**Client Assets**” | mean any *Client* Devices and *Client* Data. |
| “**Client Data**” | means the data, guidance, specifications, instructions, toolkits, plans, databases, patents, patterns, models, design, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:- 1. supplied to the *Consultant* by or on behalf of the Client; or
2. which the *Consultant* is required to generate, process, store or transmit pursuant to this Call Off Contract.
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| “**Client’s Systems Environment**” | means all of the Client’s ICT systems which are or may be used for the provision of the *services*. |
| “**Good Security Practice**” | shall mean:1. the technical and organisational measures and practices that are required by, or recommended in, nationally or internationally accepted management standards and codes of practice relating to Information Security (such as published by the International Organization for Standardization or the National Institute of Standards and Technology);
2. security standards and guidelines relating to Information Security (including generally accepted principles regarding the segregation of the duties of governance, implementation and control) provided to the general public or Information Security practitioners and stakeholders by generally recognised authorities and organisations; and
3. the Government’s security policies, frameworks, standards and guidelines relating to Information Security.
 |
| “**Information Security**” | shall mean:a) the protection and preservation of:1. the confidentiality, integrity and availability of any Client Assets, the Client’s Systems Environment (or any part thereof) and the Consultant’s Systems Environment (or any part thereof);
2. related properties of information including, but not limited to, authenticity, accountability, and non-repudiation; and

b) compliance with all Law applicable to the processing, transmission, storage and disposal of Client Assets. |

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| “**Information Security Manager**” | shall mean the person appointed by the Consultant with the appropriate experience, authority and expertise to ensure that the Consultant complies with the Security Policy. |
| “**Information Security****Management System (“ISMS”)**” | shall mean the set of policies, processes and systems designed, implemented and maintained by the Consultant to manage Information Security Risk as specified by ISO/IEC 27001. |
| “**Information Security Questionnaire**” | shall mean the Client’s set of questions used to audit and on an ongoing basis assure the Consultant’s compliance with the Security Policy. The Information Security Questionnaire is the Security Management Plan. |
| “**Information Security Risk**” | shall mean any risk that might adversely affect Information Security including, but not limited to, a Breach of Security. |
| “**ISO/IEC 27001, ISO/IEC 27002 and ISO 22301** | shall mean1. ISO/IEC 27001;
2. ISO/IEC 27002/IEC; and
3. ISO 22301

in each case as most recently published by the International Organization for Standardization or its successor entity (the “**ISO**”) or the relevant successor or replacement information security standard which is formally recommended by the ISO. |
| “**NCSC**” | shall mean the National Cyber Security Centre or its successor entity (where applicable). |
| “**Penetration Test**” | shall mean a simulated attack on any Client Assets, the Client’s Systems Environment (or any part thereof) or the Consultant’s Systems Environment (or any part thereof). |
| “**PCI DSS**” | shall mean the Payment Card Industry Data Security Standard as most recently published by the PCI Security Standards Council, LLC or its successor entity (the “**PCI**”). |
| “**Risk Profile**” | shall mean a description of any set of risk. The set of risks can contain those that relate to a whole organisation, part of an organisation or as otherwise applicable. |

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

 1.1 Reference to any notice to be provided by the Consultant to the Client shall be

construed as a notice to be provided by the Consultant to the Client.

1. **PRINCIPLES OF SECURITY**

 2.1 The Consultant shall at all times comply with the Security Policy and provide a level

of security which is in accordance with the Security Policies and Standards, Good Security Practice and Law.

1. **ISO/IEC 27001 COMPLIANCE AND AUDIT**

 3.1 The Consultant shall, and shall procure that any Sub-consultant (as applicable) shall,

comply with ISO/IEC 27001 in relation to the *services* during the Contract.

 3.2 The Consultant shall appoint an Information Security Manager and shall notify the

Client of the identity of the Information Security Manager on the *starting date* and, where applicable, within 5 Working Days following any change in the identity of the Information Security Manager.

 3.3 The Consultant shall ensure that it operates and maintains the Information Security

Management System during the *service period* and that the Information Security Management System meets the Security Policies and Standards, Good Security Practice and Law and includes:

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1. a scope statement (which covers all of the Services provided under this Contract);
2. a risk assessment (which shall include any risks specific to the Services);
3. a statement of applicability;
4. a risk treatment plan; and
5. an incident management plan

in each case as specified by ISO/IEC 27001.

The Consultant shall provide the Information Security Management System to the

Client upon request within 10 Working Days from such request.

 3.3A If the Consultant reasonably considers that it is not reasonably commercially

possible for it to comply with paragraphs 3.1 and 3.3 of this Schedule by the start of the *service period*, the Consultant shall:

a) give written notice to the Client to inform it of the same and complete, in cooperation with the Client, the Information Security Questionnaire within 5 working days of being notified by the Client that the Consultant is the successful Framework Supplier (as defined in the Framework Agreement) in respect of this Contract in accordance with paragraph 6.1 of this Schedule;

b) provide to the Client, for its consideration, within 10 working days of being notified by the Client that the Consultant is the successful Framework Supplier (as defined in the Framework Agreement) in respect of this Contract:

1. a proposed action plan (including a timetable) indicating how the

Consultant will become compliant with paragraphs 3.1 and 3.3 of this Schedule and the dates by which they can reasonably become compliant (assuming the Consultant uses all reasonable endeavours to do so) (“**Proposed ISO27001 Action Plan**”); and

1. its proposed Information Security Management System that mitigates the

failure to comply with paragraphs 3.1 and 3.3 of this Schedule as far as

reasonably commercially possible and which is otherwise compliant with

the requirements of this Schedule (“**Proposed ISMS**”), and the Consultant shall make such amendments to the Proposed ISO27001

Action Plan and the Proposed ISMS that the Client shall consider necessary in the interests of complying with this Schedule and managing Information Security Risk. Upon the Client being satisfied with the Proposed ISO27001 Action Plan and Proposed ISMS (following implementation of such amendments it considers necessary) it shall notify the Consultant, upon which they shall become the “**ISO27001 Action Plan**” and “**Interim ISMS**” respectively;

c) use all reasonable endeavours to become compliant with paragraphs 3.1 and 3.3 of this Schedule as soon as possible and in any event shall become compliant by no later than the dates set out in the ISO27001 Action Plan; and

d) operate and maintain the Proposed ISMS until such time as the Interim ISMS is

approved, upon which it will operate and maintain the Interim ISMS, as modified

from time to time pursuant to the implementation of the ISO27001 Action Plan. Any breach of this paragraph 3.3A constitutes a substantial failure to comply with the Consultant’s obligations under the Contract.

 3.4 The Consultant shall carry out regular Security Tests in compliance with ISO/IEC

27001 and shall within 10 Working Days after completion of the relevant audit provide any associated security audit reports to the Client.

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 3.5 Notwithstanding the provisions of paragraph **Error! Reference source not found.** to

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

 **4. CYBER ESSENTIALS SCHEME**

 4.1 The Consultant shall, and shall procure that any Sub-Consultant (as applicable) shall,

obtain and maintain certification to Cyber Essentials (the “Cyber Essentials Certificate”) in relation to the Services during the *service period*. The Cyber Essentials Certificate shall be provided by the Consultant to the Client annually on the dates as agreed by the Parties.

 4.2 The Consultant shall notify the Client of any failure to obtain, or the revocation of, a

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

 4.3 If the Consultant reasonably considers that it is not reasonably commercially

possible for it to obtain certification to Cyber Essentials by the start of the *service period*, the Consultant shall:

1. give written notice to the Client to inform it of the same and complete, in cooperation with the Client, the Information Security Questionnaire within 5 working days of being notified by the Client that the Consultant is the successful Framework Supplier (as defined in the Framework Agreement) in respect of this Contract in accordance with paragraph 6.1 of this Schedule;
2. provide to the Client, for its consideration, within 10 working days of being notified by the Client that the Consultant is the successful Framework Supplier (as defined in the Framework Agreement) in respect of this Contract, a proposed action plan (including a timetable) indicating how certification to Cyber Essentials will be obtained and the date by which it will be obtained (assuming the Consultant uses all reasonable endeavours to do so) (“**Proposed CEP Action Plan**”) and the Consultant shall make such amendments to the Proposed CEP Action Plan that the Client shall consider necessary in the interests of complying with this Schedule and managing Information Security Risk. Upon the Client being satisfied with the Proposed CEP Action Plan (following implementation of such amendments it considers necessary) it shall notify the Consultant, upon which it shall become the “**CEP Action Plan**”; and
3. use all reasonable endeavours to obtain certification to Cyber Essentials soon as possible and in any event shall become compliant by no later than the dates set out in the CEP Action Plan.

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Any breach of this paragraph 4.3 constitutes a substantial failure to comply with the Consultant’s obligations under the Contract.

1. **RISK MANAGEMENT**

 5.1 The Consultant shall operate and maintain policies and processes for risk

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

 5.2 The Consultant shall carry out a Risk Assessment (i) at least annually, (ii) in the

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

 5.3 If the Client decides, at its absolute discretion, that any Risk Assessment does not

meet the Security Policy, the Consultant shall repeat the Risk Assessment within one calendar month of such request or as agreed by the Parties.

 5.4 The Consultant shall, and shall procure that any Sub-consultant (as applicable) shall,

co-operate with the Client in relation to the Client’s own risk management processes regarding the *services*.

 5.5 For the avoidance of doubt, the Consultant shall pay all costs in relation to

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

1. **SECURITY AUDIT AND ASSURANCE**

 6.1 The Consultant shall, and shall procure that any Sub-consultant (as applicable) shall,

complete the information security questionnaire in the format stipulated by the Client (the “**Information Security Questionnaire**”) at least annually or at the request by the Authority. The Contractor shall provide the completed Information Security Questionnaire to the Authority within one calendar month from the date of request.

 6.2 The Consultant shall conduct Security Tests to assess the Information Security of the

Consultant’s Systems Environment and, if requested, the Client’s Systems Environment. In relation to such Security Tests, the Consultant shall appoint a third

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party which i) in respect of any Penetration Test, is duly accredited by CHECK, CREST (International), or Tigerscheme and, ii) in respect of any Security Test to which PCI DSS apply, is an approved scanning vendor duly accredited by the PCI. Such Security Test shall be carried out (i) at least annually, (ii) in the event of a material change in the Consultant’s Systems Environment or in the Client’s System Environment or (iii) at the request of the Client which request may include, but is not limited to, a repeat of a previous Security Test. The content, and format of any report of such Security Tests shall be approved in advance of the Security Test by the Client. The Consultant shall provide any report of such Security Tests within one calendar month following the completion of such Security Test or on a date agreed by the Parties. The Consultant shall, at its own expense, undertake those actions required to rectify any risks identified by any Security Test in the manner and within the timeframe required by the Client in its absolute discretion.

 6.3 The Client shall be entitled to send an agent appointed by it, or such other person it

shall reasonably require to witness the conduct of any Security Test. The Consultant shall provide to the Client notice of any Security Test at least one month prior to the relevant Security Test.

 6.4 Where the Consultant provides code development services to the Client, the

Consultant shall comply with the Security Policy in respect of code development within the Consultant’s Systems Environment and the Client’s Systems Environment.

 6.5 Where the Consultant provides software development services, the Consultant shall

comply with the code development practices specified in the Statement of Requirements and Scope or in the Security Policy.

 6.6 The Client, or an agent appointed by it, may undertake Security Tests in respect of

the Consultant’s Systems Environment after providing advance notice to the Consultant. If any Security Test identifies any non-compliance with the Security Policy, the Consultant shall, at its own expense, undertake those actions required in order to rectify such identified non-compliance in the manner and timeframe as stipulated by the Client at its absolute discretion. The Consultant shall provide all such co-operation and assistance in relation to any Security Test conducted by the Client as the Client may reasonably require.

 6.7 The Client shall schedule regular security governance review meetings which the

Consultant shall, and shall procure that any Sub-consultant (as applicable) shall, attend.

 **7. PCI DSS COMPLIANCE AND CERTIFICATION**

 7.1 Where the Consultant obtains, stores, processes or transmits payment card data, the

Consultant shall comply with the PCI DSS.

 7.2 The Consultant shall obtain and maintain up-to-date attestation of compliance

certificates (“**AoC**”) provided by a qualified security assessor accredited by the PCI and up-to-date self-assessment questionnaires (“**SAQ**”) completed by a qualified security assessor or an internal security assessor, in each case accredited by the PCI (each with the content and format as stipulated by the PCI and such reports the “PCI Reports”), during the *service period*. The Consultant shall provide the respective PCI Reports to the Client upon request within 10 Working Days of such request.

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 7.3 The Consultant shall notify the Client of any failure to obtain a PCI Report or a

revocation of a PCI Report within 2 Working Days of confirmation of such failure or revocation. The Consultant shall, at its own expense, undertake those actions required in order to obtain a PCI Report following such failure or revocation within one calendar month of such failure or revocation.

1. **SECURITY POLICIES AND STANDARDS**

 8.1 The Consultant shall, and shall procure that any Sub-consultant (as applicable) shall,

comply with the Security Policies and Standards set out Annex A and B.

 8.2 Notwithstanding the foregoing, the Security Policy applicable to the services may be

subject to change following certain events including, but not limited to, any relevant change in the delivery of the Services. The Client may issue instructions to the Consultant to comply with any amended Security Policy as required by the Client, provided that where such amended Security Policy increases the burden on the Consultant pursuant to this contract, the novation shall be a compensation event. Accordingly a new clause 60.1(14) shall be added that reads “An amendment to a Security Policy pursuant to paragraph 8.2 of Contract Schedule 8 occurs which increases the burden on the Consultant pursuant to this Contract”.

 8.3 The Consultant shall, and shall procure that any Sub-consultant (as applicable) shall,

maintain appropriate records and is otherwise able to demonstrate compliance with the Security Policies and Standards.

1. **CYBER SECURITY INFORMATION SHARING PARTNERSHIP**

 9.1 The Consultant may become a member of the Cyber Security Information Sharing

Partnership in accordance with the recommendations by the NCSC during the *service period*. The Consultant may participate in the Cyber Security Information Sharing Partnership for the exchange of cyber threat information.

 9.2 Where the Consultant becomes a member of the Cyber Security Information Sharing

Partnership, it shall review the NCSC weekly threat reports on a weekly basis and implement recommendations in line with the Consultant’s Risk Management Policy.

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**ANNEX A – CLIENT SECURITY POLICIES AND STANDARDS** The Security Policies are published on:

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

1. Acceptable Use Policy
2. Information Security Policy
3. Physical Security Policy
4. Information Management Policy
5. Email Policy
6. Technical Vulnerability Management Policy
7. Remote Working Policy
8. Social Media Policy
9. Forensic Readiness Policy
10. SMS Text Policy
11. Privileged Users Security Policy
12. User Access Control Policy
13. Security Classification Policy
14. Cryptographic Key Management Policy
15. HMG Personnel Security Controls – May 2018

(published on [https://www.gov.uk/government/publications/hmg-personnel-security-](https://www.gov.uk/government/publications/hmg-personnel-security-controls)

[controls)](https://www.gov.uk/government/publications/hmg-personnel-security-controls)

1. NCSC Secure Sanitisation of Storage Media

(published on<https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media>)

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**ANNEX B – SECURITY STANDARDS**

The Security Standards are published on:

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

1. SS-001 - Part 1 - Access & Authentication Controls
2. SS-001 - Part 2 - Privileged User Access Controls
3. SS-002 - PKI & Key Management
4. SS-003 - Software Development
5. SS-005 - Database Management System Security Standard
6. SS-006 - Security Boundaries
7. SS-007 - Use of Cryptography
8. SS-008 - Server Operating System
9. [SS-009 - Hypervisor](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/691106/dwp-ss009-security-standard-hypervisor.pdf)
10. SS-010 - Desktop Operating System
11. SS-011 - Containerisation
12. SS-012 - Protective Monitoring Standard for External Use
13. [SS-013 - Firewall Security](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/793745/dwp-ss013-security-standard-firewall-security.pdf)
14. SS-014 - Security Incident Management
15. SS-015 - Malware Protection
16. SS-016 - Remote Access
17. SS-017 - Mobile Devices
18. SS-018 - Network Security Design
19. SS-019 - Wireless Network
20. SS-022 - Voice & Video Communications
21. SS-023 - Cloud Computing
22. SS-025 - Virtualisation
23. SS-027 - Application Security Testing
24. SS-028 - Microservices Architecture
25. SS-029 - Securely Serving Web Content
26. SS-030 - Oracle Database

aa) SS-031 - Domain Management

bb) SS-033 - Patching

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**2) Z Clause 2: Invoicing and Invoice Validation**

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

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

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

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

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

**3) Z Clause 3: Clarification of clause X11**

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

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

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

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