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| Crown Commercial Service Logo |  |

**Invitation to Tender**

**Call-Off Schedule 20 – Call-Off Specification**

**DWP Property Legal Services**

**Contract Reference: 24342**

**Call off from CCS Framework RM6179 Lot 1 –: General legal advice and services**

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# Introduction

* 1. This Call-Off Specification defines the Services to be provided by the economic operator who is awarded the Property Legal Services Contract and is referred to in this document as the ‘Supplier’ or the ‘Property Legal Services Supplier’.
  2. **Background to the Contracting Authority (“the Buyer”)**
     1. The Buyer (Department for Work and Pensions) (“the Buyer”) is a central Government department which is responsible for community welfare, pensions and child maintenance. The Buyer has an estate of circa 1000 buildings, from which 100,000 employees deliver over £20 million payments per day to millions of customers all over GB.
     2. The Buyer organisation is split into seven groups which, from 15 March 2021, are:

1. Change and Resilience,
2. Digital,
3. Finance,
4. People, Capability and Place,
5. Policy,
6. Service Excellence, and
7. Work and Health Services.

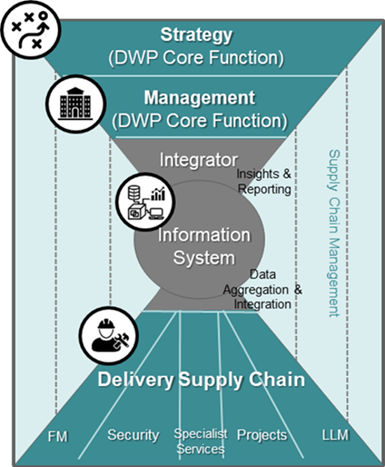
* The Buyer’s Estates team is within the People, Capability and Place group and is led by the Director of Estates. It is currently structured into the following service lines:
  + 1. Portfolio Strategy & Leasehold Management (PS&LM): responsible for the strategic and future planning of the Buyer Estate, aligning closely with senior representatives of the wider department to understand their strategic requirement, providing business intelligence, undertake scenario planning and feasibility assessments factoring in demand and driving the portfolio agenda, it also manages the implementation of the property strategy and manages the DWP leases via the lease and landlord management (LLM) & Legal supply chain,
    2. Service Delivery: ensures the day to day needs of the Buyer’s Estate are met, oversees departmental interfaces on site, drives lifecycle, minor projects and oversees asset management, have performance, budget, and audit responsibilities of The Authority Supply Chain Members,
    3. Major Projects: responsible for the end to end delivery process of major projects outside of the realm of the operational Service Delivery projects from inception to completion, delivering projects on budget, on programme, and to a high standard of quality across The Buyer’s Estate managing The Buyer’s Assets in conjunction with the strategic portfolio plan,
    4. Policy and Compliance: provide assurance and control through subject matter expertise in finance, policies, processes, sustainability, and Health and Safety. It is accountable for standards, statutory management, governance, design standards and mapping of end to end working practices, and
    5. Strategic Alignment and Business Oversight:: Support organisational management, communication across Estates and interfaces across People, Capability and Place.
    6. Asset Management is responsible for overall asset management across The Buyer Estate, setting of asset strategy, provision of asset data assurance and/or compliance and project and/or life cycle works prioritisation.
    7. The asset management Service Line will provide a key interface across PS&LM, Service Delivery and Policy & Compliance to ensure assets are managed to meet compliance requirements and are aligned to the Estates strategy.
    8. Cost & Supply Performance is responsible for establishing and driving governance, control, performance, consistency, and accuracy of the end to end cost and financial management and policy compliance; lead and manage the supply chain relationship, providing ongoing performance and risk management of the Supplier against the agreed contractual / performance framework.

Diagram

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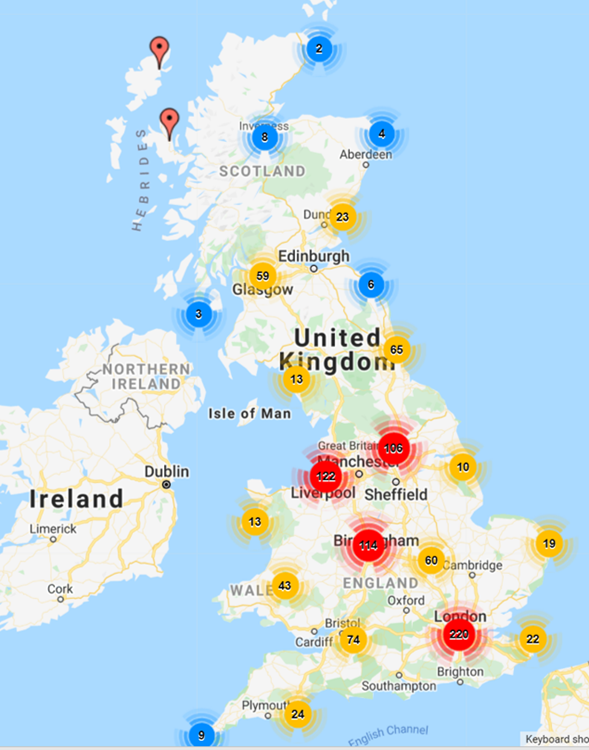
*Estates Organisation Structure – Figure 1*

* 1. **Supply Chain Integrator**
     1. The Buyer’s operating model currently includes a Supply Chain Integrator (see Figure 2). The Buyers Supply Chain Integrator is independent from the Buyer’s Supply Chain and provides an aggregated data, reporting and systems service. The Buyers Supply Chain Integrator is responsible for:
        1. providing a single up to date and accurate version of all Buyer data and information, including a master asset registers,
        2. reporting holistically across the Buyer’s Estate and Estate Services,
        3. processing all supply chain invoices for payment,
        4. providing a helpdesk to the Buyer’s workforce for all Estates’ related problems/incidents/maintenance and
        5. providing a CAFM system and process for the creation, dissemination, management, and closure of work orders between the Buyer and Authority Supply Chain Members.



*Estates Supply Chain Integrator Operating Model – Figure 2*

* + 1. **The Portfolio**
    2. The current number of properties is 1,027 with a total 1,750,285sqm. The average facility size is 1,700 m2 and ranges from 50 m2 to 34,400 m2.
    3. In addition to commercial leased properties, the Buyer also occupies a number of sites as either the minor or major occupier with/to third parties (mainly Local Authorities and Other Government Departments (OGD) under a lease, licence or Memorandum of Terms of Occupation (MOTO) arrangement.
    4. The information provided should be used as a guide only and is not a guarantee of volumes of works.
    5. The location of the Services will be carried out at nationally.
    6. The map below (*Figure 3*) provides an indication of the current density of the portfolio.



*Heat Map of location of properties - Figure 3*

* 1. **Future Portfolio** 
     1. The Buyer’s estate is subject to change over the life of the contract, in accordance with Joint Schedule 2 – Variation Form. There is a current expectation that some of the portfolio will be divested in 2023. However, portfolio numbers may change depending on the DWP estates strategy at that time.
     2. The property list within Annex 1 Property Data provides details of the Properties the Buyer envisages to be occupied on 1st September 2022, however, this is subject to change.

**1.5 Work Orders**

The Buyer shall raise all instructions to the Supplier by way of a Work Order issued to the Supplier via the Supply Chain Integrators system Concept. Please refer to Call-Off Schedule 5 – Pricing Details.

**1.6. Volumes** – The table below illustrates the breakdown of work order types since the current started in 2018.

|  |  |  |
| --- | --- | --- |
| Table 1 | **Summary of Work Orders by Services Required** | |
| Property Management Advice | | 328 |
| Acquisition and/or Disposal | | 148 |
| Lease renewals – where Customer is the Tenant or Landlord | | 131 |
| Landlords Consent | | 91 |
| Break Options | | 50 |
| Development, Town Planning, CPO, Party Walls, Wayleaves, Boundary Advice | | 14 |
| Dilapidations | | 4 |
| Construction Advice | | 2 |
| Rent reviews – where Customer is the Tenant or Landlord | | 1 |
| **Total** | | **769** |

**1.7. The Buyer’s Role** - the Buyer shall be the recipient of the Services and will be responsible for generating property legal service requirements. In addition the Buyer will manage the contract, provide policy in relation to the Buyer’s estate, including occupier policy such as energy consumption targets and other sustainability related issues and communicating the strategy for the Buyer’s estate including footprint planning and acquisition and disposal strategy.

**1.8.** In addition, the Buyer will be responsible for:

* setting the policy for commercial governance and financial approval
* budget management
* stakeholder engagement

# Cooperation with other Authority Supply Chain Members (ASCMs)

* 1. The Property Legal Services Supplier will work collaboratively with both the Buyer Supply Chain Integrator and the Leasehold and Landlord Management (LLM) Supplier. The Property Legal Services Supplier will support the LLM Supplier to work alongside the other Authority Supply Chain Members in order to implement their programmes of work.
  2. **The Leasehold and Landlord Management Supplier** will undertake the normal range of estates and asset activities to manage the portfolio of the Buyer’s leases (including but not limited to items such as lease renewals, rent reviews, liaison with landlords where needed etc.) and management of intra-Government and wider public sector Occupancy Agreements, either via a formal lease, licence or memorandum of understanding.
  3. Legal Services include but are not limited to:
* Estate, Asset and Property Management
* Treasury Services
* Estate Management Support Services
* Agency and Lease Management
* Studies and Surveys
* Valuations
* Business Rates
* Compulsory purchase,
* Daylighting / sunlighting / overshadowing and rights of light,
* Party wall awards,
* Wayleaves and easements, and
* Other neighbourly matters.

# Scope of Services

* 1. This Call-off Specification defines the Services to be provided by the Property Legal Services Supplier (“the Supplier”).
  2. This Call-Off Specification should be read in conjunction with the other Schedules within the Contract to form the Buyer’s full-service requirements.
  3. The Service requirement is for a single Supplier to provide national coverage, during an initial three (3) year term with the option to extend for 12 months and a further 12 months subject to the framework RM6179 being extended.
  4. The Supplier will be required to provide two types of Services:
  5. Call-off Services – being those services consumed by the Buyer as and when required. The Buyer will pay for Call-Off Services on a pay-per-use basis. Call-Off Services may be either a “Fixed Fee” or based on an “Hourly Fee” as determined by the Buyer.
  6. Primary Services – being the necessary, regular, day-to-day services, functions, and responsibilities which the Buyer requires the Supplier to undertake to ensure that the Contract is delivered to the required standard and performance. The Buyer will not pay for these as additional or separate Services rather they will be inclusive of the Call-Off Service rates.

* 1. Where incidental and necessary services, functions or responsibilities are not specifically set out in this Specification but would be required in order to comply with industry standards and regulations, they shall be deemed to be included in the scope of Services. Normal disbursements will be paid however where appropriate (for example - land registry & other due diligence searches, any external plan preparation).
  2. For the avoidance of doubt, should this be the case, no additional fees or payment shall be due from the Buyer in relation to such incidental services, functions or responsibilities.
  3. Should the Buyer require additional Services where the cost cannot be determined by reference to the Price Schedule, the Supplier will be required to provide a fully costed proposal for the requirement for the Buyer’s agreement and approval.
  4. The Supplier will deliver services during normal working days (excluding bank holidays) and normal business hours (08:00 – 18:00).

# Call-Off Services

* 1. The following must be read in accordance with Appendix 1 Property Data which will help provide the scale and scope of the requirement. Volumes quoted are indicative only and the Buyer gives no guarantee these volumes will be realised.
  2. The Property Legal Services Supplier will provide a range of property related legal services, in accordance with relevant English and Welsh or Scottish law, including but not limited to, those listed below.
  3. The table below shows the number of work orders raised between the current contract start in April 2018 and January 2022.

|  |  |
| --- | --- |
| **Summary of Work Orders by Services Required** | |
| Property Management Advice | 328 |
| Acquisition and/or Disposal | 148 |
| Lease renewals – where Customer is the Tenant or Landlord | 131 |
| Landlords Consent | 91 |
| Break Options | 50 |
| Development, Town Planning, CPO, Party Walls, Wayleaves, Boundary Advice | 14 |
| Dilapidations | 4 |
| Construction Advice | 2 |
| Rent reviews – where Customer is the Tenant or Landlord | 1 |
| **Total** | **769** |

* 1. Actual call-off volumes during the contract period may increase or decrease at the Buyer’s discretion.
  2. **General Estate and Property Management Advice & Litigation** 
     1. The Buyer may order legal advice on all aspects of estate and property management to support in the delivery of its statutory, regulatory, and business objectives.
     2. The Supplier will be required to contribute to and support the drafting of papers for internal DWP and other Government approvals including but not limited to National Property Control submissions, Lease Transaction Reports as part of a particular instruction e.g. acquisition.
     3. The Supplier will be required to advise and manage on litigation cases including advice on appropriate mediation options and appearance at court hearings if required.
     4. Where appropriate the supplier will appoint and manage Counsel and any other court mandated professionals to represent the Buyer.
  3. **Landlord Consents** 
     1. The Supplier will ensure that the Buyer’s position as Landlord or Tenant is fully protected through the appropriate seeking, granting or use of licences, written approvals or consents for changes the Buyer may wish to make with respect to the operation within the building.
     2. The Supplier will be required to liaise with the Lease and Landlord Management Supplier in order to provide project teams and other suppliers with legal advice and recommendations on lease amendments and legally document these where required.
     3. This may involve discussions with advisers for landlords – including but not limited to other Government Departments (OGD’s), Local Authorities and other public bodies.
  4. **Licence for alterations** 
     1. Ensure that the Buyer’s position as Landlord or Tenant is fully protected through the appropriate seeking, granting or use of licences, written approvals, or consents for works or alterations at the property that the Buyer may wish to make.
     2. The Supplier will be required to liaise with the Lease and Landlord Management Supplier in order to provide project teams and other suppliers with legal advice and recommendations on lease amendments and legally document where required.
     3. This will include, but is not limited to, consents associated with capital fit out projects, the annual Lifecycle Works (repairs, maintenance and upgrade programme) other programme initiatives e.g. installation of Electric vehicle charging points, and other operationally driven requests e.g. accessibility upgrade works, Security transformation.
  5. **Development, Town Planning, CPO, Party Walls, Wayleaves, Boundary Advice Day-lighting/sun-lighting/rights of lights.** 
     1. The supplier will undertake and manage legal negotiations through to a satisfactory conclusion for the Buyer, documenting agreements reached.
  6. **Break Options - Notices on behalf of the Buyer**

The supplier will:

* + 1. Provide advice on timings, conditionality and other relevant legal matters to the Buyer on upcoming break options to support the Buyer’s decision making processes. The Supplier is to follow up advice with prompts of key and critical dates when instructions are required.
    2. Draft and serve break notices where required
    3. Support where required with the legal hand back of properties on break dates
  1. **Break Options - Notices served on the Buyer**

The supplier will:

* + 1. Advise on the legality of break notices received by the Buyer.
    2. Challenge where required.
  1. **Rent reviews – where Buyer is the Tenant or Landlord**
     1. The Supplier will complete rent review memorandums where required and report to the Buyer for approval and signature where required.
     2. Rent Review Programme - March/April 2023. There are a number of leases (c541) with reviews in March and April 2023 where settlements may require documenting and/or advice to be given during negotiations. Additionally, there are c 36 with reviews between August 22 – Feb 23.
  2. **Lease renewals – where Buyer is the Tenant or Landlord**

The Supplier will:

**4.12.1**. Diarise the relevant notice and confirm to the buyer.

**4.12.2**. Give advice on Landlord & Tenant 1954 Act notices and tactics around the use of statutory notices

**4.12.3.** Serve required notices (litigation)

**4.12.4.** Prepare and serve any court proceedings required (litigation)

**4.12.5.** Attend at Court and/or mediation if required

**4.12.6.** Negotiate and complete new leases

**4.12.7.** Perform due diligence searches and enquiries where required

**4.12.8.** Provide summary reports including recommendations on the terms, due diligence results and risks

* 1. **Deed of Variations (including documenting re-gears and lease break buy-outs – where Buyer is the Tenant or Landlord)**

The Supplier will be required to negotiate and complete Deed of Variations, varying the terms of leases.

* 1. **Acquisition of Leasehold and Freehold property** 
     1. The Supplier will be required to negotiate and complete the legal documents for property acquisitions, usually via leasehold transactions. This will include but is not limited to:
        1. Agreement for leases
        2. Leases
        3. Licence for Alterations
        4. Any other documentation required e.g. warranties, superior landlord consents
        5. Due diligence searches and enquiries
        6. Providing summary reports including recommendations on the terms, due diligence results and risks
  2. **Disposal** 
     1. The Supplier may be required to advise on and document the disposal of land, freehold and leasehold property via sale, transfer, lettings and sub-lettings, lease surrenders, lease assignments or other disposition (including sale and leaseback transactions). The preference is to divest at a lease event and therefore the volume of activity is likely to be minimal.
  3. **Dilapidations – where Buyer is the Tenant or Landlord** 
     1. The Supplier will advise on and document agreement in respect of terminal or interim dilapidation claims received from Landlords or on behalf of the Buyer for serving on their tenants.
  4. **Dilapidation Programmes** 
     1. March 2023 lease breaks – the Buyer will have exercised break options on a number (c40 - 70) of properties determining the lease in March 2023.
     2. Short term ‘REEP’ leases - there is the potential for c70 lease break notices, between December 2023 and March 2025, being served terminating leases on premises acquired as part of the response to the pandemic.
  5. **Town Planning**
     1. The Supplier may be required to provide town planning advice including the negotiation and documentation of Section 106 Agreements, Section 278 Agreements (Highways) and CIL (Community infrastructure Levy).
  6. **Compulsory Purchase Orders (CPO)**
     1. The Supplier will provide compulsory purchase advice. This will include, but not be restricted to, procedural advice.
     2. In circumstances where the Buyer wishes to promote a compulsory purchase order to obtain powers to compulsorily acquire land from third parties the Supplier will provide strategic and procedural advice on how to obtain those powers. In these cases, the Supplier will advise on all stages of the CPO process from inception through public inquiry, possession and subsequent negotiation of property acquisition and compensation, if necessary, by referral to the Lands Tribunal. In addition to this there may be a requirement for the negotiation and settlement of Part 1 claims.
     3. In cases where the Buyer owns or occupies land which is subject to a CPO being promoted by another body the advice will include potential objection to the CPO and appearance at public inquiry if appropriate, and the agreement of terms of withdrawal of objections/undertakings. This service will also include negotiation for the sale of land and settlement of compensation, if necessary, by referral to the Lands Tribunal.
  7. **Additional Estates Projects**
     1. DWP Estates have several projects within this contract period, which will impact the overall contract value. The projects known at present are:
     2. Workplace Transformation (from 2022) is a 10 year programme which will create a smaller estate which is fit for purpose and therefore will have an impact on the size, shape and footprint of the Department and on the way our people use the space. Transformation will also change how the buildings look and feel.
     3. ULEV (Electric Charging Points). This Project is to include electric car charging points into the DWP Estate. Landlord consent and associated activity required. It is estimated that 120 sites are in scope for this work.
     4. Critical Security Infrastructure (CSI) and Options Paper Roll Out Programmes. A DWP CSI replacement programme is in the process of being started with a proposed go live date of April 2022. The focus of this Programme is to upgrade/replace the electronic security (Intruder alarms, panic alarms, automated access control, CCTV, intercoms etc) across c.600 DWP Sites between 2022 and 2025.

# 5. Primary Services

The services set out below are to supplement the Call-Off Services activity: contract management, key personnel, legal portal and data assurance, continuing professional development and performance management

**5.1. Contract Management**

**5.1.1.** The Buyer requires a highly capable and motivated Supply Chain that will deliver the required Services in accordance with the Contract and overtime, offer quality enhancements and/or cost savings (Call-Off Schedule 3-Continuous Improvement) that improve the overall value for money of the Buyer’s Estate which better enables the Buyer’s Core Business to function more efficiently and effectively. The Property Legal Services Supplier will be a key component within the supply chain and as such successful performance by the Property Legal Services Supplier will be a critical factor in the achievement of this objective.

**5.1.2.** The Property Legal Services Supplier is required to provide a service that consistently performs to the highest standards of management and supports the realisation of the Buyer’s strategic and transformation objectives.

**5.2 Key Personnel**

**5.2.1.** The Property Legal Services Supplier’s personnel shall have the skills and capability to liaise with and work alongside the LLM Supplier with minimal day to day involvement by the Buyer. The Property Legal Services Supplier will provide the services in a professional manner identifying and implementing current legislation and industry best practices.

**5.2.2.** The Property Legal Services Supplier is required to provide the Buyer with a named, single point of contact who will act as the Property Legal Services Supplier’s Contract Manager and be responsible for managing the Supplier’s own performance on this contract. The Contract Manager shall be deemed to be a Key Role for the purposes of Call-Off Schedule 7-Key Supplier Staff.

**5.2.3.** The supplier is to ensure that Property Legal Services and Litigation services are co-ordinated to provide a ‘joined-up’ service. The supplier is to provide a named, appropriately experienced senior lead for the Litigation service responsible for managing the performance of the service and monthly reporting of work in progress and completions

**5.2.4.** The Supplier will work with the Buyer’s Supply Chain Integrator to receive and agree Work Orders, provide feedback on the progress of work orders in a format to be defined and, when required, provide 360 degree feedback on the working relationship(s) with the Landlord and Lease Management Supplier, Integrator and the Buyer’s Supply Chain Members

**5.2.5.** As part of the requirements to deliver the Services provision, the Supplier shall attend the following meetings:

|  |  |  |  |
| --- | --- | --- | --- |
| Meeting Title | Duration and Location | Frequency | Attendees |
| Leasehold Steering Group | 1 full day – various locations | Monthly | Account Manager, Account Partner and any other representatives as required |
| Leasehold Working Group | location either in person or on-line | Monthly | Account Manager and any other representatives as required |
| Identified Programme Meetings | As required | As required | To be confirmed |
| Other Programmes of Work | As required | As required | To be confirmed |
| Contract Review Board (refer to Call-Off Schedule 15 Contract Management) | 2 hours – various locations | Monthly | Senior Leadership and any other representatives as required |

**5.2.6.** Where the meeting is not being conducted electronically the Supplier will be required to attend in person and travel to the meeting location, at the Supplier’s own expense.

**5.2.7. Additional meetings maybe required, as set out above in the meeting table.**

**5.3.** **Performance Management**

**5.3.1.** Managing the performance of the Supplier is a critical aspect of achieving successful Contract delivery. In managing the performance of the Supplier:

**5.3.2.** The Buyer shall monitor and manage the Supplier to ensure the Supplier complies with the required contractual standards and fully discharges its obligations under its respective Legal property Services Contract.

**5.3.3.** The Buyer shall manage the performance of the Supplier to ensure all Services, requirements and contractual obligations are fully delivered in accordance with the Contract. This shall include but not be limited to regularly reviewing performance and performance trends in order to proactively avoid performance issues occurring and or mitigate the effects of unsatisfactory outcomes.

**5.3.4.** The Buyer and the Property Legal Services Supplier will use the findings of the performance management scheme within Call-Off Schedule 14 – Service Levels to inform the way the Property Legal Services Supplier operates, enabling the Buyer’s business to function as efficiently and effectively as possible.

**5.3.5.** The Property Legal Services Supplier will be required to produce online monthly performance management reports detailing, as a minimum:

* the type and amount of property legal work orders received,
* completed services including but not limited to, time taken to completion and a breakdown of costs.
* Produce reports as outlined in Call-Off Schedule 14 –Service Levels.

**5.3.6.** Every 3 months the Property Legal Services Supplier is required to provide a report to the Buyer identifying any areas of critical failure, lessons learnt and opportunities for improvement within the supply chain and in the management and delivery of Property Legal Services including, but not limited to:

**5.3.6.1.** new or potential improvements to the services including quality, responsiveness, procedures, benchmarking methods, performance mechanisms and Buyer support services

**5.3.6.2.** new or potential improvements to the integration of the Property Legal Services with other services provided by the supply chain, which might result in efficiency, increased productivity, or a reduction of operational risk

**5.3.6.3.** changes in business processes and ways of working that would enable the Services to be delivered greater value for money and/or with greater benefits to the Buyer

**5.3.6.4.** the Supplier shall ensure the information it provides to the Buyer is sufficient for the Buyer to decide whether any improvement should be implemented. The Supplier shall provide any further information that the Buyer requires

**5.3.6.5.** if the Buyer wishes to incorporate any improvement identified by the Supplier, the Buyer shall send the Supplier a change request.

**5.3.6.6.** The Buyers Supply Chain Integrator is responsible for collecting and reporting monthly performance data from the Authority Supply Chain Members including the Supplier in order that the Buyer may administer the performance management scheme and undertake active Supply Chain Management

**5.3.6.7.** The Buyers Supply Chain Integrator shall keep the Buyer fully informed of the Property Legal Services Supplier’s performance against agreed KPI’s. The Buyer shall administer the performance management scheme for the Supplier as set out in Call-Off Schedule 14 – Service Levels of the Contract on a monthly basis. Should the performance management scheme findings suggest Service Credits under the Contract are due, the Supplier shall notify the Buyer of this providing suitable recommendation(s). In line with the relevant contractual obligations, the Buyer may make/ deduct the financial award. Further details of the performance management scheme can be found in Call-Off Schedule 14 -Service Levels.

**5.3.7.** The Buyer shall monitor and manage the Supplier to ensure the Supplier complies with the required contractual standards and fully discharges its obligations under its respective Supply Chain Contract.

**5.3.8**. The Buyer shall ensure the Supplier delivers the relevant Services in accordance with its contractual obligations in line with the values and behaviours set out.

**5.3.9.**The Supplier is required to implement a robust quality management system that is consistent with BS EN ISO 9001 or any equivalent standard, assuring the Buyer that all property legal services are delivered consistently and in compliance with all relevant professional and legal standards.

**5.4. Escalation**

Both parties shall escalate performance issues if:

a) A contractual issue is likely to cause a commercial dispute and or negatively impact any party to such an extent that provision of the Services becomes unviable or should hinder the delivery of the relevant services,

b) A performance issue has resulted or is likely to result in a failure that has negatively impacted the performance of the Buyer’s core business or the performance issue is related to health and safety or security

c) If any issue remains un-resolved for 2 months or more.

d) If following proposed recommendations for improvement there is no significant positive change on performance after the implementation of the recommendations have been implemented.

For the avoidance of doubt, escalation under this paragraph is without prejudice to the rights and remedies available to the Buyer under the Contract.

The below escalation table shall be used for all forms of escalation, unless otherwise agreed in writing:

|  |  |  |  |
| --- | --- | --- | --- |
| **Complaint Stage** | **Account Level** | **Days to investigate & provide solution** | **Type of Complaint/ Issue** |
| 1 | Account Manager | 5 | Low-medium risk |
| 2 | Account Partner | 3 | High risk |

**5.5. Legal Portal and Data Assurance**

**5.5.1.** The Supplier will be responsible for the storage of the Buyer’s legal documents, including Lease information in an on-line database ensuring that its management and maintenance is in real time. The Buyer anticipates that up to 50 users will need read only access to the portal.

**5.5.2.** The portal must be able to store other legal documents relevant to the contract and Buyer’s business, including reports and best practice guides.

**5.5.3.** The supplier must ensure the data is accurate and kept up to date, ensuring new legal agreements are uploaded in accordance with the timescales set out in Call-Off Schedule 14 Service Levels and the Landlord and Lease Management Supplier advised immediately when a document is available for data extract.

**5.5.4.** The supplier will ensure documents on the supplier’s portal are up to date and that the required timescale of 5 days (as set out in Service Levels within Call-Off Schedule 14 – Service Levels) for notifying the Landlord and Lease Management Supplier (that they are available for data extract) are met. This will be reported quarterly to the Buyer and include details on any corrective actions needed to process the data where needed.

**5.5.5.** Hard copy deeds are to be stored and the Supplier must provide 120m of storage which must be made available to the Buyer and certain supply chain members if required.

**5.5.6.** The Buyer owns all Authority Data and Documentation that is stored on the portal.

**5.6. Continuing Professional Development**

The Supplier will offer regular professional development opportunities to the Buyer, as outlined in the Framework.

# 6. Staff and Buyer Service

**6.1.** The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.

**6.2.** The Supplier’s staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

**6.3.** The Supplier shall ensure that staff understand the Buyer’s vision and objectives and will provide excellent service to the Buyer throughout the duration of the Contract.

**6.4.** The Supplier shall provide all personnel required to deliver the Services at all times and shall warrant all Supplier Personnel are suitably competent and experienced to deliver the Services. At all times the Buyer has the right to determine suitability and have the right to instruct the Supplier to remove any Supplier Personnel in accordance with the Contract.

**6.5.** The Supplier shall ensure, prior to commencing any work for the Buyer, all personnel are subject to as a minimum BPSS (Baseline Personnel Security Standard) security clearance. For certain Affected Properties to be advised by the Buyer, further levels of personnel assessment may be required. This will typically require individuals to hold Security Check (SC) clearance in line with the latest HMG personnel security controls (<https://www.gov.uk/government/publications/hmg-personnel-security-controls>) There may be certain roles that require interaction with vulnerable groups, access higher levels of sensitive information, or due to the systems access capability, (for example database administrators, etc.), may be required to be subject to higher levels of personnel security vetting. The Buyer shall advise on these roles during the Implementation Phase. All security clearance documents shall be made available at all times to the Buyer. Please refer to Call-Off Schedule 18 – Background Checks.

**6.6.** The Supplier shall deploy personnel and other resources flexibly in order to ensure the Buyer benefits from the scope and scale of the Supplier’s organisation. Please refer to Call-Off Schedule 7 - Key Supplier Staff.

**6.7.** Full details of the contractual obligations required to comply with the above procedures can be found in the Guidance document “HMG Baseline Personnel Security Standard - A Guide for DWP Contractors”. A PDF version can be viewed at: <http://www.dwp.gov.uk/docs/aguidefordwpcontractors.pdf>

# 7. Buyer Satisfaction and Complaints Process

**7.1.** An important factor in the delivery of any service is ensuring Buyer satisfaction and being able to handle complaints, the Supplier is expected to have an appropriate process in place to evaluate Buyer satisfaction and to act on findings to continually improve their service.

**7.2.** The Supplier will also be required to have an appropriate complaint process capable of making clear where and how complaints should be directed and a means of handling and responding to the complaints.

# 8. Insurance

The Property Legal Services Supplier is reminded of the requirement to comply with the obligations contained within Crown Commercial Services RM6179 Joint Schedule 3: Insurance Requirements.

# 9. Flexibility during the life of the Contract

The contract will be sufficiently flexible to handle the changes that might occur during its lifetime and any variations will be subject to discussion and agreement at the appropriate time. Any proposed changes would be subject to agreement in accordance with the Variation procedures as detailed in the Framework Call-Off terms and conditions.

# 10. General

The Buyer requires the Supplier, using the standard of care required by the Contract, to carry out all activities, operations and functions expressly stated in or reasonably to be inferred as required by this Statement of Requirements in order to:

• meet the objectives of;

• achieve the outputs described in; and

• provide all Services described in or which may be reasonably inferred as being the responsibility of the Supplier, from this Call-Off Schedule 20 Specification.

# Annex 1 – Property Data

