

# 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 29<sup>th</sup> 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

BETWEEN

|                      |   |                          |                       |
|----------------------|---|--------------------------|-----------------------|
| 1. the <i>Client</i> | The Secretary of State for Work and Pensions acting for the Crown | 2. the <i>Consultant</i> | Perfect Circle JV Ltd |
|----------------------|---|--------------------------|-----------------------|

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  
Leicester  
LE1 1HA

Telephone

Telephone

Address for electronic communications

Address for electronic communications

FOR THE SERVICES OF

Provision of Consultancy Services for The Production of Property Design Guidance

Commission Name

Commission No.

DWP Design Guide

3692

## Introduction

### NEC Professional Services Contract – Option A or C

This Model Delivery Agreement incorporates the NEC 4<sup>th</sup> edition Professional Services Contract June 2017 (the **NEC Professional Services Contract**) with January 2019 and October 2020 Amendments.

Any subsequent amendments to the NEC 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:

- a) The contract clauses are varied by the incorporation of option clauses, or a Z clause.
- b) The Client has sole discretion to the choice of Contract Option and Secondary options as noted above

### Whereas:

This Delivery Agreement is made pursuant to the Framework Agreement dated 29th January 2021 made between Scape Procure Limited and the Consultant (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 (as stated in the Framework Agreement) is the party named as 'consultant'.

### 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.

#### 2. The *Client's* Obligations

The Client pays the amount of money and complies with its obligations in accordance with the conditions.

## The *Consultant's* Offer and *Client's* Acceptance

The *Consultant* offers to Provide the Services in accordance with the *conditions of contract* for an amount to be determined in accordance with the *conditions of contract*.

The offered total of the Prices is

£

*Leave blank if time charges are to be applied*

## 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 | Employer's Requirements  |  |


**Continues**

## 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  |
|-------|--------------------------|---|
| Doc 2 | Engagement Map           |    |
| Doc 3 | Case Studies             |  |
| Doc 4 | Priced Activity Schedule |  |
| Doc 5 | Lungfish Organogram      |  |
| Doc 6 | Employer Security Policy |  |
| CV 1  |                          |  |
| CV 2  |                          |  |

[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 )

.....  
Authorised Signatory

Full name .....

Position/title .....

.....  
Witness/Authorised Signatory

Full name .....

Position/title .....

.....  
Address

Executed as a deed for and on behalf of )  
**Perfect Circle JV Ltd** )  
by )

.....  
Authorised Signatory

Full name .....

Position/title .....

In the presence of:

.....  
Witness

.....  
Full name

.....  
Position/title

.....  
Address

**Contract Data: Part One – Data provided by the Client**
**1. General**

The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Professional Services Contract June 2017 with January 2019 and October 2020 amendments.

|             |          |  |    |
|-------------|----------|--|----|
| Main Option | <b>A</b> | Option for resolving and avoiding disputes | W2 |
|-------------|----------|--|----|

Secondary Options  
‘[]’ may apply

|  |
|--|
| X1, X2, <b>X8</b> , X9, X11, X18, Y(UK)2, Y(UK)3 & Z |
|--|

The *service* is

|   |
|---|
| <b>Provision of Consultancy Services for The Production of Property Design Guidance</b> |
|---|

The *Client* is

Name

|   |
|---|
| <b>The Secretary of State for Work and Pensions acting as part of the Crown</b> |
|---|

Address for communications

|   |
|---|
| <b>5th Floor Zone A, Caxton House, Tothill Street, London, SW1H 9NA</b> |
|---|

Telephone

Address for electronic communications

|  |
|--|
| <a href="mailto:@dwp.gov.uk">@dwp.gov.uk</a> |
|--|

The *Service Manager* <sup>1</sup>is

Name

Address for communications

|   |
|---|
| <b>Caxton House, Tothill Street, London, SW1H 9NA</b> |
|---|

Telephone

Address for electronic communications

|  |
|--|
| <a href="mailto:@dwp.gov.uk">@dwp.gov.uk</a> |
|--|

The *Scope* is in

|  |
|--|
| <b>The Service Request Form annexed to this contract</b> |
|--|

The *language* of this contract is

**English**

<sup>1</sup> The Service Manager is not the Lead Partner. This is the Project Manager appointed by the Client to manage this Delivery Agreement on its behalf.  
Scape Consultancy Framework - Built Environment Rev C

# NEC Professional Services Contract – Option A Appendix 1

The law of this contract is law of

England and Wales

The period for reply is

2 weeks

except that

▪ The period for reply for

N/A

is

N/A

▪ The period for reply for

N/A

is

N/A

The period for retention is

12

years following Completion or earlier termination

Optional clause

1310 – electronic communication does apply<sup>2</sup>.

The following matters will be included in the Early Warning Register

▪ none

Early warning meetings are to be held at intervals no longer than monthly

## 2. The Consultant's Main Responsibilities

If the Client has identified work which is to meet a stated condition by a key date

The key dates and conditions to be met are  
condition to be met

key date

None

(1)

(2)

(3)

(4)

(5)

If Option A is used The Consultant prepares forecasts of the total expenses at intervals no longer than

5 weeks

## 3. Time

The starting date is

15/11/2021

The Client provides access to the following persons, places and things  
access

access date

(1)

access to relevant areas of the building/project

15/11/2021

<sup>2</sup> See additional conditions of contract below

|   |   |  |
|---|---|--|
| (2)   | <b>all available record information, including statutory approvals, consents, drawings, reports and maintenance information</b> | <b>15/11/2021</b>  |
| (6)   |   |  |
|   | The <i>Consultant</i> submits revised programmes at intervals no longer   | <b>than monthly, unless there are no changes to the latest submitted programme</b> |
| If the <i>Client</i> has decided the completion date for the whole of the <i>services</i> | The <i>completion date</i> for the whole of the <i>services</i> is  | <b>31/03/2022</b>  |
| If no programme is identified in part two of the Contract Data                            | The period after the Contract Date within which the <i>Consultant</i> is to submit a first programme for acceptance is          | <b>2 weeks</b>   |

#### 4. Quality Management

|   |                 |
|---|-----------------|
| The period after the Contract Date within which the <i>Consultant</i> is to submit a quality policy statement and quality plan programme for acceptance | <b>2 weeks</b>  |
| The period between the Completion of the whole of the <i>service</i> and the <i>defects date</i> is   | <b>52 weeks</b> |

#### 1. Payment

|   |   |
|---|---|
| The <i>currency</i> of the contract is the  | <b>pound sterling</b>                               |
| The <i>assessment interval</i>  | <b>monthly</b>                                      |
| If the <i>Client</i> states any <i>expenses</i>   | The <i>expenses</i> stated by the <i>Client</i> are |
|   | <b>amount</b>                                       |
| <b>None</b>   | <b>None</b>   |
|   |   |
|   |   |
| The <i>interest rate</i> is <b>3</b> % per annum (not less than 2) above the base rate of the <b>Bank of England</b> bank |   |

#### 2. Compensation Events

|   |  |
|---|--|
| If there are additional compensation events | These are the additional compensation events |
|   | <b>none</b>                                  |



## 8. Liabilities and insurance

If there are additional *Client's* liabilities

These are the additional *Client's* liabilities

(1) **none**

(2)

The minimum amount of cover and the periods for which the *Consultant* maintains insurance are

| EVENT  | MINIMUM AMOUNT OF COVER  | PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICES OR EARLIER TERMINATION |
|--|--|---|
| The <i>Consultant's</i> failure to use the skill, care and diligence normally used by competent and appropriately qualified professionals providing services similar to the <i>service</i>     | <b>£5,000,000*</b><br>in respect of each and every claim, or series of claims arising out of the same original cause or source, with lower annual and/or annual aggregate limits of cover in respect of claims relating to pollution, contamination and similar where such limited cover is the norm | <b>12 years</b>   |
| Loss of or damage to property and liability to or death of a person (not an employee of the <i>Consultant</i> ) arising from or in connection with the <i>Consultant</i> Providing the Service | <b>£10,000,000* on an 'each and every claim' basis</b> without limit to the number of claims   | <b>12 years</b>   |
| Death or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract  | The greater of the amount required by the applicable law and <b>£10,000,000* on an 'each and every claim' basis</b> without limit to the number of claims  | <b>12 years</b>   |

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

If the *Client* is to provide any of the insurance stated in the Insurance Table

The *Client* provides the following insurances from the Insurance Table

**none**

(1) Insurance against

Minimum amount of cover

is The deductibles are

(2) Insurance against

Minimum amount of cover is



The deductibles are

\*\*Insurance for all existing buildings and property existing within the Site or at the sole discretion of the *Client* he may elect to 'self-insure' such existing buildings and property and in doing so accepts all the *Client's* associated risks arising out of or in relation to such 'self-insurance'. In accordance with a *Client's* decision to 'self-insure' they do not accept any additional insurance premium/cost from the *Consultant*.

If additional insurance is to be provided

The *Client* provides these additional insurances

(1) Insurance against

None

Minimum amount of cover is

The deductibles are (2)

Insurance against Minimum

amount of cover is The

deductibles are

The *Consultant* provides these additional insurances

None

(3) Insurance against

Minimum amount of cover is

The deductibles are

(4) Insurance against

Minimum amount of cover is

The deductibles are

The *Consultant's* total liability to the *Client* 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**

## Resolving and avoiding disputes

The *tribunal* is

the Courts of England and Wales

If Option W1 or 2 is used

The *Senior Representatives* of the *Client* are

Address for communications

**Caxton House, Tothill Street, London, SW1H 9NA**

Telephone  
Address for electronic  
communications

|  |
|--|
|  |
|  |

Name & Title (2)

Address for communications

|  |
|--|
|  |
|  |

Telephone  
Address for electronic  
communications

|  |
|--|
|  |
|  |

Name & Title (3)

Address for communications

|  |
|--|
|  |
|  |

Telephone  
Address for electronic  
communications

|  |
|--|
|  |
|  |

The *Adjudicator* is

Name

**Not named**

Address for communication

**N/A**

Telephone

**N/A**

Address for electronic  
communications

**N/A**

The *Adjudicator nominating body* is

**the Royal Institution of  
Chartered Surveyors**

### **X1 Price Adjustment for Inflation (used only with Options A and C)**

If Option X1 is used **The People's Rates will be adjusted in accordance with the indexation provisions of the Framework Agreement**

### **X2 Changes in the Law**

If Option X2 is used The *law of the project* is the law of England and Wales

### **X8 Undertaking to Others**

If Option X8 is used The *undertakings to the Client and Others* are provided to

**The Client: To be provided by Subconsultants in  
the form set out in the Framework Agreement.**

**X18 Limitation of liability**

If Option X18 is used

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

The *Consultant's* liability to the *Client* for indirect or consequential loss or for any cost of decamping and rehousing in respect of Cladding Claim is excluded<sup>3</sup>.

The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to

**£5,000,000\*\*\***

The *end of liability date* is twelve (12) years after Completion of the whole of the services

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

If Option Y(UK)2 is used and the final date for payment is not fourteen days after the date on which payment becomes due

The period for payment is

7

days after the date on which payment becomes due i.e. **The total period for payment after receipt of invoice is 21 days<sup>4</sup>**

**Y(UK)3 The Contracts (Rights of Third Parties) Act 1999**

term *beneficiary*

If Y(UK)3 is used

**None**

**None**

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

<sup>4</sup> Perfect Circle has made a commitment to pay its Supply Chain within 19 days. As a consequence, the *Client* ought to pay Perfect Circle within the 21 days stated in the Delivery Agreement and not amend the payment terms.



**Z: The additional conditions of contract are:**

The *additional conditions of contract* are

**1. General**

Z1.2 Insert a new clause 1.2:

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

[Redacted]

Schedule 16 can be found appended as Doc 6 to The Service Request Proposal in Annex 1

11.2 (2) Insert a further bullet point:

- ‘Provided or procured all X8 Undertakings which the *Consultant* is obliged under this contract to provide or procure’

**The following clauses apply to Option A Delivery Agreements only**

11.2(16) At the end of the sentence add:

‘less Disallowed Cost.’

11.2(18) Insert a new clause 11.2(18):

‘Disallowed Cost is cost which;

- is included within the Commercial Inclusions Tables contained in the Pricing Procedures of the Framework Agreement,
- is not justified by the *Consultant's* accounts and records,
- should not have been paid to the Subcontractor 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 *Service Manager* 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 Client 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,
- resources 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(24) Insert a new clause 11.2(24):

'Framework Agreement' is the framework agreement between Scape Procure Limited and the *Consultant* dated 29<sup>th</sup> January 2021. Terms defined in the Framework Agreement have the same meanings in this Contract unless a contrary intention is apparent.'

11.2(25) Insert a new clause 11.2(25):

'Framework Commercial Model as included in the Framework Agreement between Scape Procure Limited and the *Consultant* dated 29<sup>th</sup> January 2021.'

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

'Data Protection Legislation means:

- i. the General Data Protection Regulation (Regulation (EU) 2016/679), the Law Enforcement Directive (Directive (EU) 2016/68) and any applicable national implementing laws as amended from time to time;
- ii. the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and
- iii. all applicable law about the processing of personal data and privacy.'

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

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

11.2 (28) Insert a new clause 11.2(28):

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

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

'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 Client*' 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.'

13.10 Insert a new clause, 13.10:

'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 13.10 may be deleted at the Client's 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 *Service Manager* 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**

19.1. '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:

19.2. 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.

19.3. 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:

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

19.3.2. Ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the *Client*, 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);

- 19.3.3. Ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- 19.3.4. Not transfer any Personal Data outside of the European Economic Area;
- 19.3.5. Assist the *Client*, 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;
- 19.3.6. Notify the *Client* without undue delay on becoming aware of a Personal Data breach;
- 19.3.7. At the written direction of the *Client*, delete or return Personal Data and copies thereof to the *Client* on termination of the agreement; and
- 19.3.8. Maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the *Client* or the *Client's* designated auditor.
- 19.4. The *Client* does not consent to the *Consultant* appointing any third-party processor of Personal Data under this agreement.'

## **2. The *Consultant's* main responsibilities**

- 20.2 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*.'
- 20.6 Insert a new clause 20.6:
- 'The *Consultant* checks the Scope provided by the *Client* 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 *Client's* Scope with no discrepancy. Where there is ambiguity, inconsistency or conflict between these documents the *Client's* Scope will prevail.'
- 20.7 Insert a new clause 20.7:
- '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.'
- 23.5 Insert a new clause 23.5:
- 'The *Consultant*, in relation to any subletting 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 Undertakings (collateral warranties) in favour of the *Client* 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 *Service Manager* 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.'

23.6 Insert a new clause, 23.6:

'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.'

27 Insert a new clause 27:

'The *Consultant* shall enter a novation agreement in the form specified in the Framework Agreement with the *Client'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 *Service Manager* the *collateral warranty agreement* in favour of the *Client*, but with such amendments as the *Consultant*, *Client* and *Client's* contractor may agree, such agreement not to be unreasonably withheld or delayed.'

## **5. Payment**

51.6 Insert a new clause 51.6:

'In addition to any other legal rights and remedies of the *Client*, 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 then due, or which at any time thereafter becomes due to the *Consultant* under this contract provided that the *Service Manager* 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.'

53.3 In the first line replace the word 'contact' with  
  
'contract'

## **6 Compensation events**

The following amendment applies to Option A Delivery Agreements only

63.13 After the first sentence add:

‘Unless the *Service Manager* otherwise agrees, proposed rates must not exceed the relevant regionally adjusted ‘People Rates with expenses’ for the applicable role and seniority stated in the relevant table of the Framework Commercial Model.’

## **8 Liabilities and insurance**

83.3 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’

## **9 Termination**

91.9 Insert a new clause 91.9:

### **The Public Contracts Regulations 2015**

‘The *Client* 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 *Client* 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 (R11).

If the *Client* otherwise terminates under the provisions of regulation 73(1) of the Public Contracts Regulations 2015, the termination procedure followed is P1 and the amounts due on termination are A1 and A3.’

## **X10 Information Modelling**

X10.7 (2) delete ‘and care normally used by professionals’ and add the following:

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

**Contract Data: Part Two – Data provided by the *Consultant*****1. General**

The *Consultant* is  
Name

**Perfect Circle JV Ltd**

Address for  
communications

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

Telephone

**0345 045 0050**

Mobile  
Address for electronic  
communications

%

The *fee percentage* is

The *key persons* are

Name (1)

**Gleeds Cost Management Ltd**

Job

Responsibilities

Qualifications

Experience

Name (2)

Job

Responsibilities

Qualifications

Experience

The Lead Partner is



## 2. Payment

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  | None   |
|       |        |
|       |        |
|       |        |

\*Under an Option A contract, no *expenses* are to be included for Prime Core or Core Services covered as defined in the Framework Agreement's Pricing Procedures and included in the Charges, People Rates with expenses and *fee percentages* stated in the Framework Commercial Model.

If Option A or C is used

The *activity schedule* is

In the Service Request Form annexed to this contract

The tendered total of the Prices is £

A detailed breakdown of the Prices and an invoice drawdown schedule is provided in the Service Request Form annexed to this contract.

## 1. Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

|                                       |  |
|---------------------------------------|--|
| Lead Partner                          |  |
| Address for communications            | Town Centre House, Merrion Centre, Leeds, LS2 8ND                      |
| Telephone                             |  |
| Address for electronic communications |  |
| Perfect Circle JV Ltd                 |  |
| Address for communications            | Managing Director<br>Halford House, Charles Street, Leicester, LE1 1HA |
| Telephone                             |  |
| Address for electronic communications |  |

**4. Data for the Short Schedule of Cost Components (used only with Option A)**

The *people rates* are

category of person: Hourly  
Rate\*\* (£)

**Project Management & Quantity Surveying**

|  |  |
|--|--|
| Technical Director                     |  |
| <u>Associates/Principal Consultant</u> |  |
| Senior Consultant                      |  |
| Consultant                             |  |
| Senior Technician                      |  |
| Technician/Graduate                    |  |

**Commercial Surveying**

|                                       |  |
|---------------------------------------|--|
| Technical Director                    |  |
| <u>Associate/Principal Consultant</u> |  |
| Senior Consultant                     |  |
| Consultant                            |  |
| Senior Technician                     |  |
| Technician/Graduate                   |  |

**Architectural Design, Mechanical  
Engineer, Electrical Engineer, Structural  
Engineer & Building Surveying**

|                                       |  |
|---------------------------------------|--|
| Technical Director                    |  |
| <u>Associate/Principal Consultant</u> |  |
| Senior Consultant                     |  |
| Consultant                            |  |
| Senior Technician                     |  |
| Technician/Graduate                   |  |

\*\*Unless the *Client* agrees otherwise, *people rates* must not exceed the 'People rates with expenses' applicable to the role and seniority stated in the Framework Commercial Model.

The Client Proposed Appointment Charge is £ \*\*\*

\*\*\*Unless the *Client* agrees otherwise, the charge must not exceed the rate stated in the Framework Commercial Model.



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**Annex 1 – Service Request Form**

## Service Request Proposal

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

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

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

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

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

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

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

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

## Part A - Outline Service Requirements

|  |  |                                    |   |
|--|--|------------------------------------|---|
| Client Name  | The Secretary of State for Work and Pensions<br>acting as part of the Crown                                    |                                    |   |
| Commission Description                                   | Provision of Consultancy Services for The<br>Production of Property Design Guidance                            | Commission Name (Title)            | Production of Property Design Guidance  |
| Commission No.   | 3692   | Commission Postcode                | SW1H 9NA  |
| Client Contact Name                                      |  | Client Contact Email               |   |
| Client Contact Position                                  | Commercial Practitioner  | Client Contact Telephone<br>Number |   |
| Lead Partner - Company Name                              | <u>Gleeds Cost Management</u>  | Commission Lead Contact<br>Name    |   |
| Commission Lead Contact<br>Email                         |  | Commission Lead Contact<br>Mobile  |   |
| Main Contract Type                                       | Option A NEC4 Professional Services Contract<br>(PSC) (Service DA) – Priced contract with activity<br>schedule | Region                             | Greater London North  |
| Client estimated budget for<br>Commission £              |  | Service Manager's Name             |   |
| Client anticipated start date                            | 15 Nov 2021  | Client anticipated end date        | 31 Mar 2022   |
| Has a Client's draft/outline<br>programme been appended? | No   |                                    |   |
| Other Document Upload 1                                  | <u>ENGAGEMENT MAP.pdf</u> (91 KB)  |                                    |   |
| Other Document Upload 2                                  | <u>CASE STUDIES 1.pdf</u> (6.1 MB)   |                                    |   |
| Other Document Upload 3                                  | <u>Final DWP Priced Activity Schedule 021121.pdf</u><br>(252 KB)   |                                    |   |
| Has a Client's Project Brief<br>been appended?           | Yes  | If yes, upload document            | <u>Employer requirements - design guidelines<br/>consultancy Final 081021 (002).docx</u> (1.3 MB) |
| If yes, please provide<br>commentary                     | Note that the requirements for services related<br>to live trail sites are excluded from this<br>commission    |                                    |   |
| Has a Scheme Layout been<br>appended?                    | Yes  | If yes, upload document            |   |
| If yes, please provide<br>commentary                     | Doc 6 - Schedule 16 Security Policy uploaded<br>here as no further space elsewhere                             |                                    |   |
| Are there Client Proposed<br>Organisations?              | No   |                                    |   |

## Part B - Pre-Engagement Activity Checklist

Are Pre-Engagement Matters required? No

## Part C - Detailed Service Requirements

|  |  |
|--|--|
| 1.1 Project Overview/Background  | The project is to Produce the Property Design Guide in accordance with the DWP Estates Employer's Requirements attached to this SRP.       |
| 1.2 Objectives/Outcomes  | All in accordance with the Employer's Requirements document attached to this SRP   |
| 2.0 Health, Welfare, Safety, Environment and Sustainability Considerations | All in accordance with the Employer's Requirements document attached to this SRP   |
| 3.0 Value for Money Statement  | Further post appointment discussions with the client on Value for Money Drivers will take place to ensure acceptance on their suitability. |

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)   | 1) Best practice and knowledge transfer  |
| Value for Money Driver (3)   | 7) Environmental outcomes  |
| 4.0 Project Success Criteria | <p>In addition to the Value Drivers identified in section 3.0 above, we also monitor the following Performance Indicators as standard for each commission:</p> <ul style="list-style-type: none"><li>• Time Predictability</li><li>• Cost Predictability</li><li>• Local Spend – Percentage of total spend within 20 miles of Client office/site</li><li>• SME Engagement - Percentage of appointments with SME's compared with total number of Supply Chain appointments</li><li>• SME Spend - Percentage spend with SME's compared with total spend with Supply Chain</li><li>• Fair Payment - Payment of Supply Chain within Government Fair Payment guidelines</li><li>• Client Satisfaction</li><li>• Supply Chain Satisfaction</li><li>• Achievement of Client Social Value Targets – as agreed in section 5.0 below</li></ul> <p>To augment the above, the client has requested that we include these additional success factors:</p> <ul style="list-style-type: none"><li>•</li><li>•</li></ul> |

|                  |   |
|------------------|---|
| 5.0 Social Value | All in accordance with the Employer's Requirements document attached to this SRP. We have noted on this proposal that DWP are interested in setting TOMs for this commission. TOMs Measures will be chosen with DWP and confirm post appointment. |
|------------------|---|

The Public Services (Social Value) Act 2012 for England and Wales requires all public bodies to consider how the services they commission and procure might improve the economic, social and environmental wellbeing of the area for which they are responsible.

We recognise that we have a responsibility to the environment, the communities within which we work, our own people, our supply chain and society. Perfect Circle's business management systems are fully compliant with the Public Sector (Social Value) Act 2012 and social value is an integral part of Perfect Circle's approach and operations. Perfect Circle collect data in the following areas are part of our business-as-usual activities:

- Employment including apprenticeships.
- Skills development including activities relating to education and professional bodies.
- Volunteering and charitable activities, including donations in kind through pro-bono work.
- Performance indicators namely local spend, fair payment, SME engagement and spend.

|   |     |
|---|-----|
| Is the Client interested in setting TOMS targets? | Yes |
|---|-----|

|                  |   |
|------------------|---|
| TOMS Outcome Yes | <p>To augment our Social Value offering, Perfect Circle are engaging the National Data Set of TOMs (Themes, Opportunities, Measures) framework as a means of capturing and monetising the social value we create. We are therefore offering you to select up to a maximum of 5 TOMS, in addition to our business-as-usual activities cited above. Please confirm which of these measures, if any, you would like Perfect Circle to consider. For each measure you are invited to propose a target for us to achieve which should reflect:</p> <ul style="list-style-type: none"><li>• The nature, scale and duration of the services we will be delivering to you.</li><li>• The accessibility of opportunities. For example, we could achieve higher outcomes in school visits (NT8) if a local authority is able to support the process of putting in place arrangements with individual schools through its Children's Services teams.</li></ul> <p>The outcomes of these TOMS measures will be recorded and captured 4 weeks after the end of the Commission.</p> |
|------------------|---|

TOMS Measures

|            |              |            |
|------------|--------------|------------|
| NT Ref (1) | Comments (1) | Target (1) |
| NT Ref (2) | Comments (2) | Target (2) |
| NT Ref (3) | Comments (3) | Target (3) |
| NT Ref (4) | Comments (4) | Target (4) |
| NT Ref (5) | Comments (5) | Target (5) |

6.0 Detailed Scope of Services

6.1 Description of the Services All in accordance with the Employer's Requirements document attached to this SRP. We anticipate the production of a design guide to be Provided for both JobCentre Plus and a Medical Examination Centre.

6.2 Service / Price Exclusions [Redacted]

6.3 Key Stakeholders, Consultations and Interdependencies

All in accordance with the Employer's Requirements document attached to this SRP

6.4 Summary of Services at Each Project Stage

The services and suppliers proposed for this project are summarised below. In addition, we have indicated the procurement route that is intended to be adopted for each service.

| Prime Core - RIBA Stages (✓) |  | 0-1* on time charge | 2 on % charge | 3 on % charge | 4 on % charge | 5 on % charge | 6 on % charge | 7 on % charge | Procurement Route |
|------------------------------|--|---------------------|---------------|---------------|---------------|---------------|---------------|---------------|-------------------|
| Project Management           | Gleeds Cost Management                               | Yes                 | No            | No            | No            | No            | No            | No            | SFR               |
| Quantity Surveying           | Gleeds Cost Management                               | Yes                 | No            | No            | No            | No            | No            | No            | SFR               |
| Core - RIBA Stages (✓)       |  | 0-1* on time charge | 2 on % charge | 3 on % charge | 4 on % charge | 5 on % charge | 6 on % charge | 7 on % charge | Procurement Route |
| Building Surveying           |  | No                  | No            | No            | No            | No            | No            | No            |                   |
| Architectural Design         | Lungfish Architects                                  | Yes                 | No            | No            | No            | No            | No            | No            | SFR               |
| Mechanical Engineering       |  | No                  | No            | No            | No            | No            | No            | No            |                   |
| Electrical Engineering       | Built Environment Consulting (East Midlands) Limited | Yes                 | No            | No            | No            | No            | No            | No            | SFR               |
| Structural Engineering       |  | No                  | No            | No            | No            | No            | No            | No            |                   |
| Commercial Surveying         |  | No                  | No            | No            | No            | No            | No            | No            |                   |

## Non Core Services

There are no records to display.

\* use RIBA stages 0-1 for non-construction projects

### Supply Chain Procurement routes available through the framework:

|            |  |
|------------|--|
| <b>SFR</b> | Scape Framework Rates  |
| <b>AFR</b> | Alternative Framework Rates  |
| <b>CPO</b> | Client Proposed Organisation at Premium Rates                                |
| <b>CT</b>  | Competitive tender with 3 or more suppliers                                  |
| <b>BM</b>  | Negotiation with a single provider, using an alternative benchmark mechanism |
| <b>OB</b>  | Adopting an Open book arrangement with a single provider                     |
| <b>CPS</b> | Client determines that a Preferred Supplier's fee offers value for money     |

Clients should be aware that in order for Perfect Circle to engage Client Proposed Organisations you are acknowledging in approving this Service Request that;

- You requested that Perfect Circle appoint the proposed organisation(s).
- You are aware that the fees of the proposed organisation(s) are not in line with the Framework Agreement but nonetheless you are content that these offer value for money.
- You have undertaken your own technical, commercial, and legal due diligence for the appointment of the proposed organisation(s).
- The appointment of a Client Proposed Organisation(s) shall only be permitted when other Services are procured through the Partner and/or its Preferred Partner(s). Sole appointment of a Client Proposed Organisation shall not be permitted unless otherwise agreed by Scape.
- Perfect Circle's appointment of a Client Proposed Organisation(s) will be conditional on the supplier:
  - Meeting our approval criteria (insurances/ISOs/H&S etc).
  - Agreeing to the terms of the SCAPE Consultancy Framework Agreement in all other respects by way of a Consultancy Agreement with Perfect Circle that is back-to-back with the main contract with you.
  - Providing a Collateral Warranty to you.
- If the risks associated with the appointment of any such organisation(s) are considered unacceptable then Perfect Circle may refuse to appoint that organisation.

6.5 Supplier Selection and  
Competitive Tender Award  
Criteria

There are no competitive tender requirements on this commission

6.6 Appointment of Principal  
Designer

There is no requirement for the appointment of a Principal Designer.

7.0 Delivery Team

Organogram for Lungfish Architects attached  
CV's for all key staff can be provided on request

Delivery Team - document  
upload

[Lungfish Architects Organogram.pdf](#) (336 KB)



## 8.0 Delivery Programme

Our proposed delivery programme is as follows:

Would you like to upload your No  
own Project Programme

### Delivery Programme

| Project Stage                   | Activity                                    | Start Date  | End Date    |
|---------------------------------|---|-------------|-------------|
| › <u>Guide Production</u>       | Strategic Definition, Preparation and Brief | 21 Mar 2022 | 31 Mar 2022 |
| › <u>IC Plus 12w engagement</u> | Strategic Definition, Preparation and Brief | 15 Nov 2021 | 18 Feb 2022 |
| › <u>Medical C Engagement</u>   | Strategic Definition, Preparation and Brief | 13 Dec 2021 | 18 Mar 2022 |

9.0 Schedule of Deliverables All in accordance with the Employer's Requirements document attached to this SRP. A proposed Engagement Map has been produced and is attached to this Proposal.

10.0 Design Specifications and All in accordance with the Employer's Requirements document attached to this SRP  
Technical/Quality/Regulatory  
Standards

11.0 BIM Requirements and All in accordance with the Employer's Requirements document attached to this SRP  
Document Control

12.0 Client Acceptance Criteria All in accordance with the Employer's Requirements document attached to this SRP

13.0 Risks and Opportunities This will be produced in early client engagement on the commission.

14.0 Prerequisites, All in accordance with the Employer's Requirements document attached to this SRP - additional consideration will be given to these assumptions and constraints during the course of the commission

15.0 Requirements for Surveys, All in accordance with the Employer's Requirements document attached to this SRP - requirements will be highlighted during the Investigations and Third-Party progress of the commission  
Historic Data

## 16.1 Overview Fee

### Our total fee is summarised as follows

-----  
A - Charges for Prime Core Services  
RIBA Workstages 2-7 £

B - Charges for Core Services RIBA  
Workstages 2-7 £

C - Time Charges £

D - Sub Total: Charges for Prime Core, Core  
Services and Time Charges £

E - External Consultancy Commissions £

Total of Charges £

F - PSC / PSSC Fee £

Total Commission Value £

G - Disbursements £

Overall Commission Value £

This comprises of:

- A. Where the commission relates to a Construction Project; Percentage charges for Prime Core services based on the estimated construction value.
- B. Where the commission relates to a Construction Project; Percentage charges for Core services based on the estimated construction value.
- C. Time charge fees covering Prime Core, Core and Non-core services. These are detailed in section 16.2 below.
- D. Sub-total (A plus B plus C)
- E. Prices secured from suppliers procured using 'external' non-framework rates. These are detailed in section 16.3 below. Total of Charges (D plus E)
- F. PSC / PSSC Fee  
Total Commission Value (D plus E plus F)
- G. Disbursements & Expenses  
Overall Commission Value (D plus E plus F plus G)

These figures are exclusive of VAT

In preparing our fee we have followed the prescribed rules and tendered rates as defined in the Framework Agreement made between Scape Procure Limited and Perfect Circle JV Ltd dated 29th January 2021 (the 'Agreement') and updated by all Deed of Variations.

Our Services are broken down across the RIBA Stages as follows:

#### Service % Charges

|           | Project Manager | Quantity Surveyor | Architect | Building Surveyor | Electrical Engineer | Mechanical Engineer | Structural Engineer | Total Fee |
|-----------|-----------------|-------------------|-----------|-------------------|---------------------|---------------------|---------------------|-----------|
| 2         | 0.00            | 0.00              | 0.00      | 0.00              | 0.00                | 0.00                | 0.00                | 0.00      |
| 3         | 0.00            | 0.00              | 0.00      | 0.00              | 0.00                | 0.00                | 0.00                | 0.00      |
| 4         | 0.00            | 0.00              | 0.00      | 0.00              | 0.00                | 0.00                | 0.00                | 0.00      |
| 5         | 0.00            | 0.00              | 0.00      | 0.00              | 0.00                | 0.00                | 0.00                | 0.00      |
| 6         | 0.00            | 0.00              | 0.00      | 0.00              | 0.00                | 0.00                | 0.00                | 0.00      |
| 7         | 0.00            | 0.00              | 0.00      | 0.00              | 0.00                | 0.00                | 0.00                | 0.00      |
| Sub Total | 0.00            | 0.00              | 0.00      | 0.00              | 0.00                | 0.00                | 0.00                | 0.00      |

#### Time Charges

|           | Project Manager | Quantity Surveyor | Architect | Building Surveyor | Electrical Engineer | Mechanical Engineer | Structural Engineer | Commercial Surveyor | Non Core | Total Fee |
|-----------|-----------------|-------------------|-----------|-------------------|---------------------|---------------------|---------------------|---------------------|----------|-----------|
| 0         | 0.00            | 0.00              | 0.00      | 0.00              | 0.00                | 0.00                | 0.00                | 0.00                | 0.00     | 0.00      |
| 1         |                 |                   |           | 0.00              |                     | 0.00                | 0.00                | 0.00                | 0.00     |           |
| 2         | 0.00            | 0.00              | 0.00      | 0.00              | 0.00                | 0.00                | 0.00                | 0.00                | 0.00     | 0.00      |
| 3         | 0.00            | 0.00              | 0.00      | 0.00              | 0.00                | 0.00                | 0.00                | 0.00                | 0.00     | 0.00      |
| 4         | 0.00            | 0.00              | 0.00      | 0.00              | 0.00                | 0.00                | 0.00                | 0.00                | 0.00     | 0.00      |
| 5         | 0.00            | 0.00              | 0.00      | 0.00              | 0.00                | 0.00                | 0.00                | 0.00                | 0.00     | 0.00      |
| 6         | 0.00            | 0.00              | 0.00      | 0.00              | 0.00                | 0.00                | 0.00                | 0.00                | 0.00     | 0.00      |
| 7         | 0.00            | 0.00              | 0.00      | 0.00              | 0.00                | 0.00                | 0.00                | 0.00                | 0.00     | 0.00      |
| Sub Total |                 |                   |           | 0.00              |                     | 0.00                | 0.00                | 0.00                | 0.00     |           |

Total Charges

|        | Project Manager | Quantity Surveyor | Architect | Building Surveyor | Electrical Engineer | Mechanical Engineer | Structural Engineer | Commercial Surveyor | Non Core | Total Fee |
|--------|-----------------|-------------------|-----------|-------------------|---------------------|---------------------|---------------------|---------------------|----------|-----------|
| 0      | 0.00            | 0.00              | 0.00      | 0.00              | 0.00                | 0.00                | 0.00                | 0.00                | 0.00     | 0.00      |
| 1      |                 |                   |           | 0.00              |                     | 0.00                | 0.00                | 0.00                | 0.00     |           |
| 2      | 0.00            | 0.00              | 0.00      | 0.00              | 0.00                | 0.00                | 0.00                | 0.00                | 0.00     | 0.00      |
| 3      | 0.00            | 0.00              | 0.00      | 0.00              | 0.00                | 0.00                | 0.00                | 0.00                | 0.00     | 0.00      |
| 4      | 0.00            | 0.00              | 0.00      | 0.00              | 0.00                | 0.00                | 0.00                | 0.00                | 0.00     | 0.00      |
| 5      | 0.00            | 0.00              | 0.00      | 0.00              | 0.00                | 0.00                | 0.00                | 0.00                | 0.00     | 0.00      |
| 6      | 0.00            | 0.00              | 0.00      | 0.00              | 0.00                | 0.00                | 0.00                | 0.00                | 0.00     | 0.00      |
| 7      | 0.00            | 0.00              | 0.00      | 0.00              | 0.00                | 0.00                | 0.00                | 0.00                | 0.00     | 0.00      |
| Totals |                 |                   |           | 0.00              |                     | 0.00                | 0.00                | 0.00                | 0.00     |           |

Escalators

|               | Project Manager | Quantity Surveyor | Architect | Building Surveyor | Electrical Engineer | Mechanical Engineer | Structural Engineer | Commercial Surveyor | Non Core | Total Fee |
|---------------|-----------------|-------------------|-----------|-------------------|---------------------|---------------------|---------------------|---------------------|----------|-----------|
| Disbursements |                 |                   |           |                   |                     |                     |                     |                     |          |           |
| Contract Lead |                 |                   |           |                   |                     |                     | 0.00                | 0.00                | 0.00     |           |
| Supervisory   | 0.00            | 0.00              | 0.00      | 0.00              | 0.00                | 0.00                | 0.00                | 0.00                | 0.00     | 0.00      |

16.2 Time Charge Schedule

The calculation of time charge fees is based on an hourly rate by grade and the number of hours allocated. As may be appropriate, in the description for each line we have provided a description as to how these two variable have been used.

| Time Charges                 |         |                                   |                  |                                    |  |
|------------------------------|---------|-----------------------------------|------------------|------------------------------------|--|
| Discipline                   | Supplie | If Non-Core, please state Service | RIBA Enter Stage | Task Details                       | Staff Grade  |
|                              |         |                                   |                  |                                    | Estimat dH o u rly Total Du ratio Rate in (ex Hours VAT) £ Fee £ |
| › <u>Architect</u>           |         |                                   | 1                | Architect input as Client Brief    | Director/Partner   |
| › <u>Architect</u>           |         |                                   | 1                | Architect input as Client Brief    | Associate/Principal Consultant or 15yrs + experience             |
| ›                            |         |                                   |                  |                                    |  |
| › <u>Architect</u>           |         |                                   | 1                | Architect input as Client Brief    | Consultant or 5 - 10yrs experience                               |
| ›                            |         |                                   |                  |                                    |  |
| › <u>Architect</u>           |         |                                   | 1                | Architect input as Client Brief    | Technician - no qualification and < 5yrs experience              |
| › <u>Electrical Engineer</u> |         |                                   | 1                | M&E Engineer input as Client Brief | Director/Partner   |
| › <u>Electrical Engineer</u> |         |                                   | 1                | M&E Engineer input as Client Brief | Associate/Principal Consultant or 15yrs + experience             |

|                            |   |   |  |
|----------------------------|---|---|--|
| <u>Architect</u>           | 1 | Architect input as Client Brief                   | Senior Consultant or 10 - 15yrs experience                     |
| <u>Architect</u>           | 1 | Architect input as Client Brief                   | Senior Technician - Technician qualified and < 5yrs experience |
| <u>Electrical Engineer</u> | 1 | M&E Engineer input as Client Brief                | Senior Consultant or 10 - 15yrs experience                     |
| <u>Electrical Engineer</u> | 1 | M&E Engineer input as Client Brief                | Consultant or 5 - 10yrs experience                             |
| <u>Electrical Engineer</u> | 1 | M&E Engineer input as Client Brief                | Senior Technician - Technician qualified and < 5yrs experience |
| <u>Electrical Engineer</u> | 1 | M&E Engineer input as Client Brief                | Graduate - Degree qualified and < 5yrs experience              |
| › <u>Project Manager</u>   | 1 | Project Management Services input as Client Brief | Associate/Principal Consultant or 15yrs + experience           |
| › <u>Quantity Surveyor</u> | 1 | Cost Management Services input as Client Brief    | Associate/Principal Consultant or 15yrs + experience           |

Where non-core services are provided by our Perfect Circle JV and Preferred Partners, they have been priced using the hourly rates from the Scape framework 'Agreement'. Value for money is achieved as these rates have been the subject of a significant competitive tender process.

Use of teams from our JV and Preferred Partners, in favour of external suppliers, brings added value to projects in terms of a more efficient team engagement and briefing process, since the teams sit within the same organisations and they have experience of working together.

### 16.3 External Consultancy Costs

The below table provides a summary of those Suppliers who have been selected to undertake services that have been procured using 'external' non-framework rates, as referenced in section 6.4 above

External Consultancy

There are no records to display.

## 17 Delivery Agreement Professional Services Contract Model

17.0 Delivery Agreement Professional Service      Option A NEC4 Professional Services Contract (PSC) (Service DA) – Priced contract with activity schedule  
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 Services Lot 1

### Appendix B

## NEC Professional Services Contract Options

### Introduction

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

### The four Model Delivery Agreements available are:

- 1:NEC4 Professional Services Short Contract (PSSC)- Short Service Delivery Agreement
- 2:NEC4 Professional Services Contract (PSC) Option A - Priced Contract with Activity Schedule
- 3:NEC4 Professional Services Contract (PSC) Option C - Target Contract
- 4:NEC3 Professional Service Contract Option G -Term Service Delivery Agreement

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

### 1: NEC4 Professional Services Short Contract (PSSC)

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

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

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

#### Priced Contract with Activity Schedule

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

The Client carries some risk through the compensation event procedures.

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

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

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

#### Target Contract

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

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

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

|                     |
|---------------------|
| From 100% to 102.5% |
| Greater than 102.5% |

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

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

## 4: NEC3 Professional Service Contract Option G

### Term Contract

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

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

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

### Summary

For each of the above model contracts, Scape has prescribed through the Framework Agreement several Optional clauses, the inclusion or 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, Clients are entitled to obtain and review a copy of the Framework Agreement to assist them in understanding a Delivery Agreement. The Client should advise the Consultant of the Options that are at the Client's discretion prior to preparation of the Delivery Agreement.

## Appendix D - CVs for Key Staff

CV Document Upload (1) \_\_\_\_\_ (141 KB)

CV Document Upload (2) \_\_\_\_\_ (133 KB)

CV Document Upload (3) \_\_\_\_\_ (142 KB)

CV Document Upload (4)

CV Document Upload (5)

## 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)



## **Employer Requirements**

### **Provision of Consultancy Services for The Production of Property Design Guidance**



# Contract Schedule 1 - The Statement of Requirements and Scope

## 1. Background to the Employer

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

The Employer 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 offices, but also includes Medical Examination Centres, National Insurance Number offices and back offices. The back office sites consist of hubs, and service centres, which are not open to the public. The DWP estate is geographically dispersed due to the high street nature of the JobCentre Plus and Medical Examination Centre portfolio, requiring local presence to serve customers.

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

## 2. Background to the Employer's Requirements

The roll-out of Jobcentre Plus enabled the Department for Work and Pensions to integrate the work of two government agencies (the Employment Service and the Benefits Agency) in 2002, and the rationalisation of an estates portfolio of 1,500 offices. The cost of this roll-out was around £1.90 Billion with very significant projected future cost savings that were fully realised (later audited by the NAO).

Programme was launched in October 2002. The aim was to re-design, re-brand and refurbish over 800 former Jobcentres and Social Security offices and make 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 wide spread 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 should be incorporated in our guidance.

Estates Design Standards team have also previously worked closely with the Health Transformation Programme to draft an interim design guide for Medical Examination Centres. This design guide is mainly text based, but does include diagrams showing the preferred layout of assessment rooms.

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 Employer wishes to explore further.

### **3. The Employer's Requirements**

The Employer is looking for the Consultant to appoint a team to work with the Employer to engage with a range of relevant stakeholders and produce a new set of Design Guidelines that can be used across the DWP Estate to provide a standardized approach to building design and fit out that best meets the needs of a diverse range of users.

All personnel must be professionally qualified and highly competent, having 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 Consultant must be fully attuned to the Employer's business environment and must be able to demonstrate functional empathy and understanding of diverse Employer staff needs, customer needs, building access provisions, and security requirements.

Functional emphasis on accommodating the needs of the Employer's staff and customers is essential in the Employer's busy, sensitive and sometimes volatile environments.

The Consultant will be required to complete the following services:

3. Undertake a comprehensive engagement and workshop process with stakeholder groups to understand functional challenges and requirements for the estate, for now and into the future.
4. Develop a set of design guidelines, working closely with key DWP staff, that covers:
  - Spatial requirements for different areas/functions within a typical estate footprint
  - Fit out and fixtures requirements - up to detailed technical specifications where appropriate, or performance/output requirements where flexibility may be required.

The new design standards 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
- Create an accessible, easily updatable design standards pack
- Fully integrate Universal Credit
- 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 DWP's Greening Government Commitment targets and Central Government's ambition to be Net Zero Carbon by 2050 by following DWP Design Standards, interim design standards and relevant DWP derogations.
- 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-COVID19 requirements
- Ensure statutory compliance and highlight key areas that need to exceed minimum statutory requirements.
- Incorporate lessons learnt from previous projects to ensure smooth delivery.

### **Consultant Activities**

The Employer anticipates that the following activities will be required during each stage of the project.

Elements of the research and design stage:

- Visit a sample of Jobcentre and Medical Examination Centre premises, including collocated sites
- Review of current DWP design guide documents
- Interview key stakeholders (See 'a' below)
- Presenting back findings from the above consultations to a planning/steering group that would include representatives from across DWP

Development of concept design and publishing interim design standards stage:

- Bring new ideas and ways of working to workshops for discussion
- Prepare, present, revise various concepts for discussion at workshops until agreement reached
- Prepare 3D walkthrough visualisations of the concept designs (possibly with a VR experience)
- Wider stakeholder engagement to refine the concept and ensure deliverability
- Work closely with neuro-diversity specialist on details of the design to improve the journey for customers and staff members

- Engage with other project consultants such as MEP and QS's to develop 'high level' design standards
- Carry out a value engineering workshop with full consultancy support including cost management with a focus on whole life cost
- Launch interim design standard for use on other projects
- Prepare documents for hosting on SharePoint and arrange for publication

Development of detailed design standards from a 'live trial' project (if available) or to base design work on an existing building:

- Design development from the 'trial' project to be incorporated into new Design Guide
- Continue to 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, plumbing and electrical engineers, furniture catalogue; security and branding
- Liaise with supply-chain and ensure products are incorporated to the right level of detail
- Create a ISO19650 compliant BIM model based upon the BIM from the 'live trial'
- Prepare an 'end user guide' to help colleagues make best use of the new spaces

Formal launch of new design standards:

- Present, to an agreed number of groups, following initial release of the Design Standards
- Training, to a set number of groups, in the use of the Design Standards pack and associated BIM model

All activity and outputs (with the exception of design maintenance work) needs to be delivered before the end of the financial year on 31st March 2022.

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 program with the Employer.

The Consultant shall provide regular reports and information relating to these services as required by the Employer. 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 Employer and where necessary, provide assistance for the Employer to make an informed decision on all such matters.

**a. Interviews:**

Interviews with key stakeholders will include engagement with the following groups and others as agreed with the Employer:

- DWP Strategy & Planning
- DWP Security
- DWP Design Standards
- DWP Digital
- DWP Health & Safety
- Trade Unions
- Building users & operators
- ETOM & Professional Services Suppliers (Annex 1)
- Maximus (Centre for Health and Disability Assessments)
- Neuro-Diversity specialist surveyor
- People Safety

**b. Site Visits:**

The Consultant shall undertake site visits at agreed Sites, which will comprise non-intrusive review and assessment of different types of assets on the Employer's estate. This will be supported by the additional information to be provided by the Employer on contract award.

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

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

**a. 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 Employer 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).

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

- Verification of identity
- Verification of Nationality and Immigration Status (including an entitlement to undertake the work in question)

- Verification of Employment history (past 3 years)
- Verification of Criminal record (unspent convictions only). This will require a basic disclosure certificate (at cost via Disclosure and Barring Service, Disclosure Scotland and Access Northern Ireland).

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

All Consultant Personnel must comply with the Employer'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).

#### 4. Proposal

Please provide a proposal detailing how you will deliver design guidelines meeting the Employer's requirements. The Employer anticipates a capped budget of £175,000. The proposal should include (but not be limited to) the following:

- Up to two case studies of similar products and services the Consultant has most recently provided to other public sector and UK-based organisations;
- 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 personnel will be subcontractors, and CVs for those proposed, inclusive of location and grade;
- Timescales to complete this work, specifying any dependencies or potential issues;
- A delivery plan, broken down into stages, showing proposed timelines and the number of staff you intend to deploy, for each design guide (Job Centre and Medical Examination Centre). Show how you will manage the project to ensure completion by your proposed end date. Include list of meetings, presentations that you will require with the Employer, together with meeting lengths;
- Details of data, information and any other input you will require from the Employer at each of these stages.
- A detailed commercial breakdown to be based on the following:
  - Fixed fee proposal for carrying out defined duties as detailed in the final agreed scope, including a detailed activity schedule with day/hourly rates
  - Ad-hoc services:
    - Day rates for different staff grades
    - Hourly rates for different staff grades
- In line with 'Procurement Policy Note (PPN) 06/20 – taking account of social value in the award of central government contracts,' a method statement to describe the commitment your organisation will make to ensure that opportunities under the Call Off Contract deliver the Policy Outcome and Award Criteria described below in Table 1. The method statement should include how you will monitor, measure and report on

your commitments/the impact of your proposals. You should include but not be limited to:

- timed action plan
- use of metrics
- tools/processes used to gather data
- reporting
- feedback and improvement
- transparency

PPN 06/20 launches a new model to deliver social value through government's commercial activities. The Consultant is encouraged to read the PPN and The Social Value Model published here:

<https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts>.

**Table 1: Social Value Requirements**

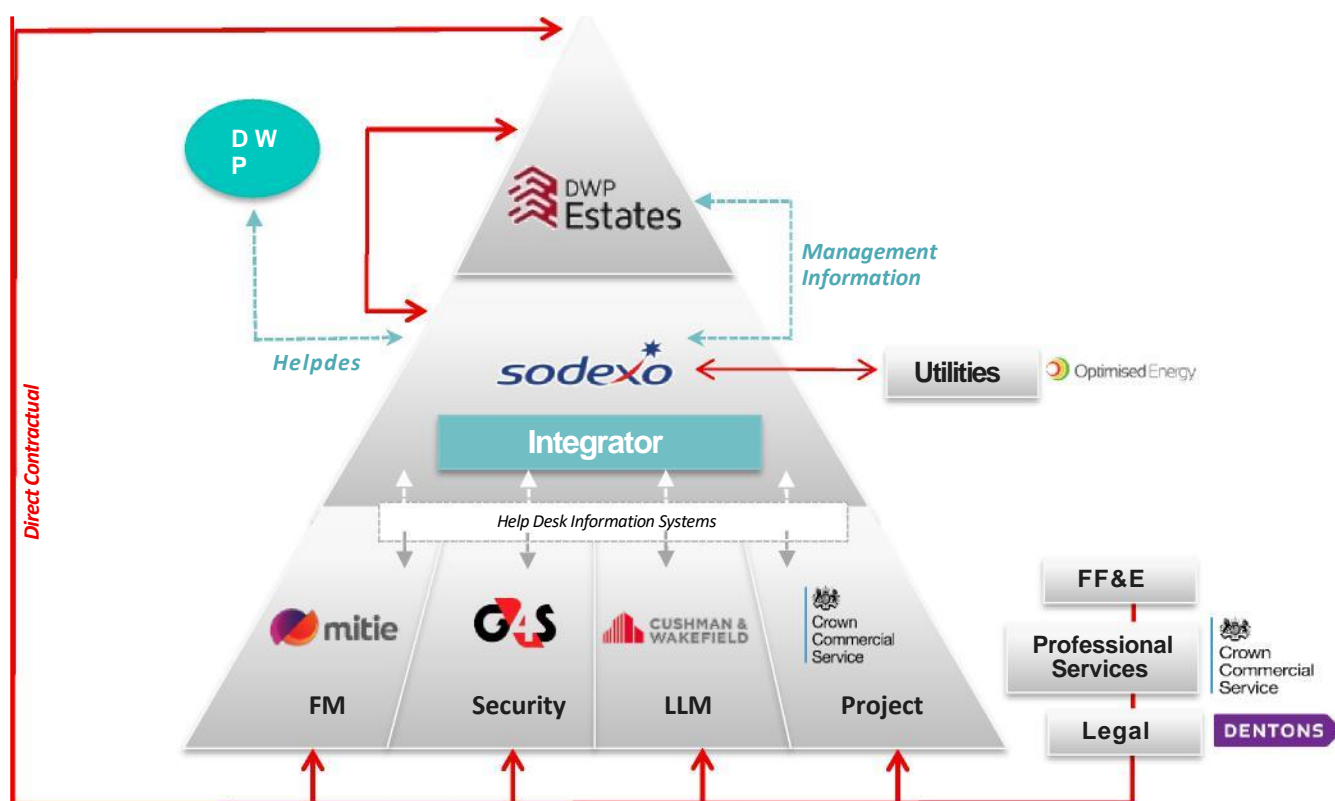
|                    |   |
|--------------------|---|
| Theme:             | Fighting Climate Change   |
| Policy Outcome:    | Effective stewardship of the environment  |
| Award Criteria:    | <p>Effective measures to deliver any/all of the following benefits through the contract:</p> <p>Deliver additional environmental benefits in the performance of the contract including working towards net zero greenhouse gas emissions; and</p> <p>Influence staff, suppliers, customers and communities through the delivery of the contract to support environmental protection and improvement</p> |
| Reporting Metrics: | Number of people-hours spent protecting and improving the environment under the contract, by UK region.   |

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

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

The Employer 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').

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



### ETOM Suppliers

Each of the following headings within Figure 2 are referred to by the Employer as 'towers:'

- FM (Facilities Management), supplied by Mitie FM Ltd;
- Security, supplied by G4S
- Projects (This includes providers of professional services, all providers of construction, fit-out and LCW as well as suppliers of furniture, fittings and equipment (FFE).
- LLM (Landlord and Lease Management), supplied by Cushman and Wakefield Plc.

The Employer has engaged and authorised Sodexo Ltd (Sodexo) under the role of the "Supply Chain Integrator" to perform certain estate related duties and obligations. In this capacity, Sodexo is charged with deploying the Department's LCW programme. To ensure

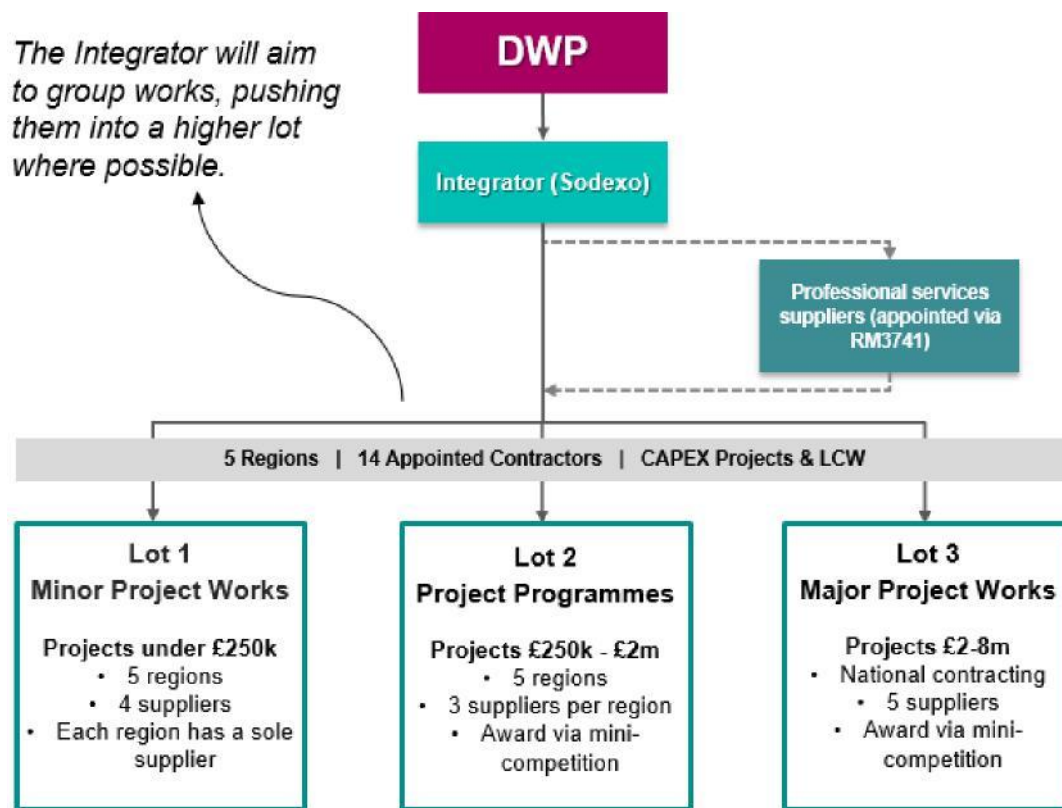


successful programme delivery, Sodexo work closely with providers of professional services appointed from CCS Framework RM3741 Project Management and Full Design Team Services (PMFDTS) and contractors on the Employer's 'Estate Jobcentre & Office Fit Out Contractor Framework' (the Contractor(s)). Diagrams providing more information about the Estate Jobcentre & Office Fit Out Contractor Framework can be found in Table 1 and Figures 2 and 3. Diagrams providing more information about the providers of professional services can be found in Table 2.

**Table 1: Estate Jobcentre & Office Fit Out Contractor Framework Contractors**

|                                  | Lot 1<br>(£0-£250k) |   |   |   |   | Lot 2<br>(£250k - £2m) |   |   |   |   | Lot 3<br>(£2m-£8m) |
|----------------------------------|---------------------|---|---|---|---|------------------------|---|---|---|---|--------------------|
| Region                           | A                   | B | C | D | E | A                      | B | C | D | E | National           |
| FES Support Services Ltd         |                     |   |   |   |   |                        |   |   | X |   |                    |
| Interserve Construction Ltd      |                     |   |   |   |   |                        | X | X |   |   | X                  |
| ISG Fit Out Ltd                  |                     | X |   |   |   |                        |   |   |   |   | X                  |
| John Graham Construction         |                     |   |   |   |   |                        |   |   |   |   | X                  |
| Kier Construction Ltd            |                     |   |   |   |   |                        |   |   |   |   | X                  |
| Midas Construction Ltd           |                     |   |   |   |   |                        |   |   |   | X |                    |
| Mitie Property Services (UK) Ltd |                     |   |   | X |   |                        |   |   |   |   |                    |
| Morris & Spottiswood             |                     |   |   |   |   |                        |   | X | X |   |                    |
| Overbury                         |                     |   |   |   |   |                        | X |   | X |   |                    |
| Resolution Interiors Ltd         |                     |   | X |   | X | X                      |   |   |   | X |                    |
| Seddon Construction Ltd          |                     |   |   |   |   | X                      |   | X |   |   |                    |
| Speller Metcalfe Malvern Ltd     | X                   |   |   |   |   | X                      |   |   |   | X |                    |
| Wates Construction Ltd           |                     |   |   |   |   |                        |   |   |   |   | X                  |
| Willmott Dixon Interiors         |                     |   |   |   |   |                        | X |   |   |   |                    |

**Figure 2: The Employer's Estate Job Centre & Office Fit Out Contractor Framework**



Contractors have been appointed and allocated to geographic regions as shown in Figure 3. Following the expiry of the DWP Estate Jobcentre & Office Fit Out Contractor Framework on 31<sup>st</sup> March 2022, the Employer intends to use other public sector Frameworks, including CCS Framework RM6088: Construction Works and Associated Services, as well as Frameworks available from Scape and Pagabo.

### **Figure 3: The Employer's Estate Job Centre & Office Fit Out Contractor Framework Regions**

**Region A** – East Anglia, East Midlands & West Midlands, Norfolk, Suffolk, Cambridgeshire, Bedfordshire, Buckinghamshire, Hertfordshire, Essex, Lincolnshire, Nottinghamshire, Staffordshire, Shropshire, Derbyshire, Hereford and Worcestershire, West Midlands, Warwickshire, Leicestershire, Northamptonshire

**Region B** – London & South East England, London, Kent, East Sussex, Surrey, Berkshire, Oxfordshire, Hampshire

**Region C** – North West England & North Wales, Cumbria, Lancashire, Manchester, Merseyside, Cheshire, Clwyd Gwynedd

**Region D** – Scotland and North East England, Northumberland, Newcastle Area, Durham, Teesside, Yorkshire, Humber area, Grampian, Highland, Tayside, Central, Fife, Edinburgh, Borders, Dumfries & Galloway, Glasgow, Ayrshire and Lanark, Argyll and Bute

**Region E** – South Wales & South West England, Dorset, Somerset, Devon, Cornwall, Gloucestershire, Bristol, Wiltshire, Gwent, Mid Glamorgan, Dyfed, Powys



The Employer has recently undertaken a review of the ETOM and is exploring a variety of options for how the ETOM may be delivered following expiry of the current Supply Chain Integrator agreement with Sodexo on 31<sup>st</sup> March 2022.

This will involve a newly appointed integrator to work with the Employer and the Employer's supply chain. It is anticipated the newly appointed integrator will be performing the following tasks after March 2022:

- **System provision and integration:** across supply chain systems, the integrator shall support the Employer's operational and strategic estates management by providing the required IT system, application hosting, implementation, training support and security for the management of the services.
- **Helpdesk and work order management:** The integrator shall provide a helpdesk facility, which shall be the single point of contact for all of the Employer's end-users in relation to all workplace, property and FM related service requests. This shall include the end-to-end management of planned, condition based, reactive, statutory, periodic or billable ad hoc works, maintenance projects including scheduling and any other work orders relating to the occupation of property. To facilitate this, the Integrator shall be responsible for maintaining a master asset register and master PPM schedule (together the Asset Management Services). The Integrator shall manage the asset change request process providing a holistic view and intelligence across the Employer's estate and the Employer's estates supply chain.

- Data, analytics and MI reporting: The integrator shall provide a comprehensive and flexible reporting solution to cover the functional, operational and strategic aspects of managing the Employer's estate and its supply chain.
- Finance & cost management: The integrator shall provide the Employer with management information, including cost and financial reporting, through the integration, aggregation and verification (cost audit automation and cross sectional data checks) of the Employer supply chain data.
- Supply chain transition: The integrator shall support the Employer in the design, tender, mobilisation and exit of new supply chain members as required, specific to the systems interfaces and the integrator's services.

**Table 2: Summary of DWP's Current Professional Services Providers  
(currently appointed up to 31<sup>st</sup> March 2023)**

| Type of Professional Service | Supplier                      |
|------------------------------|-------------------------------|
| Cost Management              | McBains Ltd                   |
| Multi-Disciplinary Services  | Gleeds Advisory Ltd           |
| Cost Management              | Long O Donnell Associates Ltd |
| Project Management           | Gleeds Advisory Ltd           |
| Design Team (North)          | McBains Ltd                   |

## **Contract Schedule 16 - Security Policy**

### **1. GENERAL**

The Consultant shall, and shall procure that any Sub-consultant (as applicable) shall, comply with the Employer'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 Employer Assets, the Employer'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.

|                             |  |
|-----------------------------|--|
| <b>"Availability Test"</b>  | 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 Employer.  |
| <b>"Breach of Security"</b> | means the occurrence of: <ul style="list-style-type: none"> <li>(I) any unauthorised access to or use of Employer Data, the Employer's Systems Environment (or any part thereof) or the Consultant's Systems Environment (or any part thereof);</li> </ul> |

|  |   |
|--|---|
|  | <p>(II) the loss and/or unauthorised disclosure of any Employer Data, the Employer's Systems Environment (or any part thereof) or the Consultant's Systems Environment (or any part thereof);</p> <p>(III) any unauthorised event resulting in loss of availability of any Employer Data, the Employer's Systems Environment (or any part thereof) or the Consultant's Systems Environment (or any part thereof);</p> <p>(IV) any unauthorised changes or modification to any Employer Data, the Employer's Systems Environment (or any part thereof) or the Consultant's Systems</p> |
|--|---|

|   |  |
|---|--|
|   | Environment (or any part thereof).   |
| <b>“CHECK”</b>  | shall mean the scheme for authorised penetration tests which scheme is managed by the NCSC.  |
| <b>“Cloud”</b>  | shall mean an off-premise network of remote ICT servers on the Internet to store, process, manage and transmit data.   |
| <b>“Consultant’s Systems Environment”</b>                         | means any ICT systems provided by the Consultant (and any Sub-consultant) which are or may be used for the provision of the <i>services</i> .  |
| <b>“Cyber Essentials”</b>   | 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.  |
| <b>“Cyber Security Information Sharing Partnership” or “CiSP”</b> | 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.  |
| <b>“Employer Assets”</b>  | mean any <i>Employer Devices</i> and <i>Employer Data</i> .  |
| <b>“Employer Data”</b>  | <p>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:-</p> <ul style="list-style-type: none"> <li>(i) supplied to the <i>Consultant</i> by or on behalf of the Employer; or</li> <li>(ii) which the <i>Consultant</i> is required to generate, process, store or transmit pursuant to this Call Off Contract.</li> </ul> |

|   |   |
|---|---|
| <b>“Employer’s Systems Environment”</b> | means all of the Employer’s ICT systems which are or may be used for the provision of the <i>services</i> .   |
| <b>“Good Security Practice”</b>         | <p>shall mean:</p> <ul style="list-style-type: none"> <li>a) the technical and organisational measures and practices that are required by, or recommended in, nationally or internationally accepted management standards and codes of practice relating to Information Security (such as published by the International Organization for Standardization or the National Institute of Standards and Technology);</li> <li>b) security standards and guidelines relating to Information Security (including generally accepted principles regarding the segregation of the duties of governance, implementation and control) provided to the general public or Information Security practitioners and stakeholders by generally recognised authorities and organisations; and</li> <li>c) the Government’s security policies, frameworks, standards and guidelines relating to Information Security.</li> </ul> |
| <b>“Information Security”</b>           | <p>shall mean:</p> <ul style="list-style-type: none"> <li>a) the protection and preservation of: <ul style="list-style-type: none"> <li>i) the confidentiality, integrity and availability of any Employer Assets, the Employer’s Systems Environment (or any part thereof) and the Consultant’s Systems Environment (or any part thereof);</li> <li>ii) related properties of information including, but not limited to, authenticity, accountability, and non-repudiation; and</li> </ul> </li> <li>b) compliance with all Law applicable to the processing, transmission, storage and disposal of Employer Assets.</li> </ul>  |

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| <b>“Information Security Manager”</b>                    | 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.  |
| <b>“Information Security Management System (“ISMS”)”</b> | 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.  |
| <b>“Information Security Questionnaire”</b>              | shall mean the Employer’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.  |
| <b>“Information Security Risk”</b>                       | shall mean any risk that might adversely affect Information Security including, but not limited to, a Breach of Security.  |
| <b>“ISO/IEC 27001, ISO/IEC 27002 and ISO 22301</b>       | <p>shall mean</p> <ul style="list-style-type: none"> <li>a) ISO/IEC 27001;</li> <li>b) ISO/IEC 27002/IEC; and</li> <li>c) ISO 22301</li> </ul> <p>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.</p> |
| <b>“NCSC”</b>  | shall mean the National Cyber Security Centre or its successor entity (where applicable).  |
| <b>“Penetration Test”</b>                                | shall mean a simulated attack on any Employer Assets, the Employer’s Systems Environment (or any part thereof) or the Consultant’s Systems Environment (or any part thereof).  |
| <b>“PCI DSS”</b>   | 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”).   |
| <b>“Risk Profile”</b>                                    | shall mean a description of any set of risk. The set of risks can contain those that relate  |



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|  | to a whole organisation, part of an organisation or as otherwise applicable.   |
| <b>“Security Test”</b>                   | shall include, but not be limited to, Penetration Test, Vulnerability Scan, Availability Test and any other security related test and audit.   |
| <b>“Security Policies”</b>               | mean the Employer’s Security Policies published by the Employer from time to time and shall include any successor, replacement or additional Security Policies. The Security Policies are set out in Annex A.          |
| <b>“Security Policies and Standards”</b> | mean the Security Policies and the Security Standards  |
| <b>“Security Standards”</b>              | mean the Employer’s Security Standards published by the Employer from time to time and shall include any successor, replacement or additional Security Standards. The Security Standards are set out in Annex B.       |
| <b>“Tigerscheme”</b>                     | shall mean a scheme for authorised penetration tests which scheme is managed by USW Commercial Services Ltd.   |
| <b>“Vulnerability Scan”</b>              | shall mean an ongoing activity to identify any potential vulnerability in any Employer Assets, the Employer’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 Employer shall be construed as a notice to be provided by the Consultant to the Employer.

### **3. 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.

### **2. 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 Employer 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:

- a) a scope statement (which covers all of the Services provided under this Contract);
  - b) a risk assessment (which shall include any risks specific to the Services);
  - c) a statement of applicability;
  - d) a risk treatment plan; and
  - e) an incident management plan
- in each case as specified by ISO/IEC 27001.

The Consultant shall provide the Information Security Management System to the Employer 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 Employer to inform it of the same and complete, in cooperation with the Employer, the Information Security Questionnaire within 5 working days of being notified by the Employer 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 Employer, for its consideration, within 10 working days of being notified by the Employer that the Consultant is the successful Framework Supplier (as defined in the Framework Agreement) in respect of this Contract:
    - i. 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
    - ii. 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 Employer shall consider necessary in the interests of complying with this Schedule and managing Information Security Risk. Upon the Employer 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 Employer.
- 3.5 Notwithstanding the provisions of paragraph **Error! Reference source not found.** to paragraph **Error! Reference source not found.**, the Employer 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 Employer annually on the dates as agreed by the Parties.
- 4.2 The Consultant shall notify the Employer 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:
- f) give written notice to the Employer to inform it of the same and complete, in cooperation with the Employer, the Information Security Questionnaire within 5 working days of being notified by the Employer 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;
  - g) provide to the Employer, for its consideration, within 10 working days of being notified by the Employer 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 Employer shall consider necessary in the interests of complying with this Schedule and managing Information Security Risk. Upon the Employer 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  
c) 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.

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

## 5. RISK MANAGEMENT

- 5.1 The Consultant shall operate and maintain policies and processes for risk management (the **Risk Management Policy**) during the *service period* which includes standards and processes for the assessment of any potential risks in relation to the *services* and processes to ensure that the Security Policy is met (the **Risk Assessment**). The Consultant shall provide the Risk Management Policy to the Employer upon request within 10 Working Days of such request. The Employer 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 Employer 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 Employer. The Consultant shall provide the report of the Risk Assessment to the Employer, 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 Employer 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 Employer 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 Employer in relation to the Employer’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 Employer (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 Employer's Systems Environment. In relation to such Security Tests, the Consultant shall appoint a third party which i) in respect of any Penetration Test, is duly accredited by CHECK, CREST (International), or Tigerscheme and, ii) in respect of any Security Test to which PCI DSS apply, is an approved scanning vendor duly accredited by the PCI. Such Security Test shall be carried out (i) at least annually, (ii) in the event of a material change in the Consultant's Systems Environment or in the Employer's System Environment or (iii) at the request of the Employer 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 Employer. 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 Employer in its absolute discretion.
- 6.3 The Employer 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 Employer 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 Employer, the Consultant shall comply with the Security Policy in respect of code development within the Consultant's Systems Environment and the Employer'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 Employer, 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 Employer at its absolute discretion. The Consultant shall provide all such co-operation and assistance in relation to any Security Test conducted by the Employer as the Employer may reasonably require.
- 6.7 The Employer 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 Employer upon request within 10 Working Days of such request.
- 7.3 The Consultant shall notify the Employer of any failure to obtain a PCI Report or a revocation of a PCI Report within 2 Working Days of confirmation of such failure or revocation. The Consultant shall, at its own expense, undertake those actions required in order to obtain a PCI Report following such failure or revocation within one calendar month of such failure or revocation.

## **8. SECURITY POLICIES AND STANDARDS**

- 8.1 The Consultant shall, and shall procure that any Sub-consultant (as applicable) shall, comply with the Security Policies and Standards set out Annex A and B.
- 8.2 Notwithstanding the foregoing, the Security Policy applicable to the services may be subject to change following certain events including, but not limited to, any relevant change in the delivery of the Services. The Employer may issue instructions to the Consultant to comply with any amended Security Policy as required by the Employer, 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.

## **5. 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.

## **ANNEX A – EMPLOYER 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:

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

## **ANNEX B – SECURITY STANDARDS**

The Security Standards are published on:

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

- t) SS-001 - Part 1 - Access & Authentication Controls
- u) SS-001 - Part 2 - Privileged User Access Controls
- v) SS-002 - PKI & Key Management
- w) SS-003 - Software Development
- x) SS-005 - Database Management System Security Standard
- y) SS-006 - Security Boundaries
- z) SS-007 - Use of Cryptography
- aa) SS-008 - Server Operating System
- bb) SS-009 - Hypervisor
- cc) SS-010 - Desktop Operating System
- dd) SS-011 - Containerisation
- ee) SS-012 - Protective Monitoring Standard for External Use
- ff) SS-013 - Firewall Security
- gg) SS-014 - Security Incident Management
- hh) SS-015 - Malware Protection
- ii) SS-016 - Remote Access
- jj) SS-017 - Mobile Devices
- kk) SS-018 - Network Security Design
- ll) SS-019 - Wireless Network
- mm) SS-022 - Voice & Video Communications
- nn) SS-023 - Cloud Computing
- oo) SS-025 - Virtualisation
- pp) SS-027 - Application Security Testing
- qq) SS-028 - Microservices Architecture
- rr) SS-029 - Securely Serving Web Content
- ss) SS-030 - Oracle Database
- aa) SS-031 - Domain Management
- bb) SS-033 - Patching