



Crown Commercial Service G-Cloud 12 Call-Off Contract

This Call-Off Contract for the G-Cloud 12 Framework Agreement (RM1557.12) includes:

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Part A: Order Form

Buyers must use this template order form as the basis for all call-off contracts and must refrain from accepting a supplier's prepopulated version unless it has been carefully checked against template drafting.

Digital Marketplace service ID number	790655307415463
Call-Off Contract reference	ITIP083
Call-Off Contract title	Smart Motorways Alliance (SMA) Microsoft365 (M365) Implementation
Call-Off Contract description	The SMA (C/O Highways England Company Limited) Shared Collaboration Environment will provide SMA colleagues with a platform to communicate, plan and operate more effectively using Microsoft's Outlook, Teams, SharePoint, OneDrive and selected applications within the Microsoft365 suite of products.
Start date	16/12/2020
Expiry date	30/06/2021
Call-Off Contract value	Up to £597,828.00
Charging method	Monthly in arrears
Purchase order number	To be advised by the Buyer.

This Order Form is issued under the G-Cloud 12 Framework Agreement (RM1557.12).

Buyers can use this Order Form to specify their G-Cloud service requirements when placing an Order.

The Order Form cannot be used to alter existing terms or add any extra terms that materially change the Deliverables offered by the Supplier and defined in the Application.

For the Supplier:

Title: Senior Account Manager

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Call-Off Contract term

Start date	This Call-Off Contract Starts on 16 th December 2020.
Ending (termination)	The notice period needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums or at least 30 days from the date of written notice for Ending without cause.
Extension period	<p>This Call-off Contract can be extended by the Buyer for 2 periods of 12 months each, by giving the Supplier 1 months written notice before its expiry. The extension periods are subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p> <p>The extension period after 24 months should not exceed the maximum permitted under the Framework Agreement which is 2 periods of up to 12 months each.</p> <p>If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance:</p> <p>https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</p>

Buyer contractual details

This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services used by the Buyer may vary during this Call-Off Contract.

<p>G-Cloud lot</p>	<p>This Call-Off Contract is for the provision of Services under:</p> <ul style="list-style-type: none"> • Lot 3: Cloud support
<p>G-Cloud services required</p>	<p>The value of the service provided will be based on the deliverables and outcomes (as outlined in Annex 2) once the supplier has started engagement. The final rates will be agreed once scope and capability have been agreed with the Buyer.</p>
<p>Additional Services</p>	<p>5R Solutions supplementary services may include but not limited to:</p> <ul style="list-style-type: none"> • Specialist/expert support to analyse/understand the root causes behind specific identified trends in the project data and to propose remedial action • Experienced project management, delivery expert support either on an interim basis or to support more complex projects through to completion • Additional personnel on an interim basis, as and when required • Coaching, training or other learning interventions • Systems and process either on an interim basis or for the longer term to supplement the systems procured and operated by HE • The supplier will also agree with the buyer a scope of delivery and outcomes on a period-by-period basis. An outline view is provided in Annex 2. The scope of these services can be subject to changes at any time during the contract with the Parties agreement.
<p>Location</p>	<p>The Services will be delivered to:</p> <p>2 Colmore Square</p> <p>Colmore Row</p> <p>Birmingham</p> <p>B4 6BN</p>

	Remote working permitted once approved by Principal Contact for the Buyer [REDACTED].
Quality standards	The quality standards required for this Call-Off Contract are as stipulated in the outline proposal and as per 5RData's credentials in the G-Cloud 12 Service Catalogue.
Technical standards:	<p>The technical standards required for this Call-Off Contract are that the Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is available at: https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice</p> <p>The standards required for this Call-Off Contract are as stipulated in the outline proposal and as per 5RData's credentials in the G-Cloud 12 Service Catalogue.</p>
Service level agreement:	<p>The service level and availability criteria required for this Call-Off Contract are:</p> <ul style="list-style-type: none"> • Planning service • Training • Setup and migration • Quality Assurance and performance testing • Security testing • Service scope • User support <p>This is an implementation cloud support team with a six-month timeframe.</p>
Onboarding	The supplier will work with the Buyer to agree an appropriate Onboarding plan and deliver it to the Buyers satisfaction.

<p>Offboarding</p>	<p>The supplier will work with the Buyer to agree an appropriate Offboarding plan and deliver it to the Buyers satisfaction.</p>
<p>Collaboration agreement</p>	<p>This is not required as it will be based on the formal deliverables and outcomes schedule of work. An outline view is provided in Annex 2. The scope of these services can be subject to changes at any time during the contract with the Parties agreement. This will be approved by the Buyer a subject to changes at any time during the contract term.</p>
<p>Limit on Parties' liability</p>	<p>The annual total liability of either Party for all Property defaults will not exceed 125%.</p> <p>The annual total liability for Buyer Data defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability for all other defaults will not exceed the greater of 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>

<p>Insurance</p>	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> • a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract • professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000.00 for each individual claim or any higher limit the Buyer requires (and as required by Law) <p>employers' liability insurance with a minimum limit of £5,000,000.00 or any higher minimum limit required by Law</p>
<p>Force majeure</p>	<p>A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 90 consecutive days.</p>
<p>Audit</p>	<p>The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits as per the overarching Framework Agreement.</p>
<p>Buyer's responsibilities</p>	<p>The Buyer is responsible for agreeing and reviewing with the Supplier the deliverables and outputs referred to in the Order.</p>

Buyer's equipment	The Buyer's equipment to be used with this Call-Off Contract includes hardware and software required to fulfil the deliverables and outputs of the Order. The Supplier will need to access HE systems.
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Supplier's information

Subcontractors or partners	At the present time no subcontractors are being used to deliver the service.
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Call-Off Contract charges and payment

The Call-Off Contract charges and payment details are in the table below. See Schedule 2 for a full breakdown.

Payment method	The payment method for this Call-Off Contract is BACS.
Payment profile	The payment profile for this Call-Off Contract is monthly in arrears.
Invoice details	The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
Who and where to send invoices to	FS Payments Highways England The Cube

	199 Wharfside Street Birmingham B1 1RN
Invoice information required	All invoices must include the purchase order number and the project identification number.
Invoice frequency	Invoice will be sent to the Buyer monthly.
Call-Off Contract value	The total value of this Call-Off Contract is up to £597,818.00
Call-Off Contract charges	The value of the service provided will be based on the deliverables and outcomes (as outlined in Annex 2) once the supplier has started engagement. The final rates will be agreed once scope and capability have been agreed with the Buyer - up to the value of £597,828.00. Rates quoted exclude VAT.

Additional Buyer terms

Performance of the Service and Deliverables	This Call-Off Contract will include the following implementation plan, exit and offboarding plans and milestones as required in the Order and the Annexes below.
Guarantee	Not applicable
Warranties, representations	Not applicable

Supplemental requirements in addition to the Call-Off terms	Service Maintenance subject to agreement
Alternative clauses	Not applicable
Buyer specific amendments to/refinements of the Call-Off Contract terms	Within the scope of the Call-Off Contract, the Supplier is not looking to amend or refine any terms.
Public Services Network (PSN)	Not applicable
Personal Data and Data Subjects	Confirm whether either Annex 1 or Annex 2 of Schedule 7 is being used: Annex 1

1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.
- 1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clause 8.3 of the Framework Agreement.

2. Background to the agreement

- 2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.12.
- 2.2 The Buyer provided an Order Form for Services to the Supplier.

Signed	Supplier	Buyer
Name	██████████	██████████
Title	Senior Account Manager	IT Commercial Category Lead (Infrastructure Services)
Signature		
Date	16/12/2020	16/12/2020

Schedule 1: Services

Please refer to the Order and Annexes below.

Schedule 2: Call-Off Contract charges

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier's Digital Marketplace pricing document) can't be amended during the term of the Call-Off Contract.

The value of the service provided will be based on the deliverables and outcomes (as outlined in Annex 2) once the supplier has started engagement. The final rates will be agreed once scope and capability have been agreed with the Buyer - up to the value of £597,828.00.

Customer Benefits

For each Call-Off Contract please complete a customer benefits record, by following this link;

[G-Cloud 12 Customer Benefits Record](#)

Part B: Terms and conditions

1. Call-Off Contract Start date and length

- 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 24 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
- 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 2 periods of up to 12 months each.
- 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to extend the contract beyond 24 months.

2. Incorporation of terms

- 2.1 The following Framework Agreement clauses (including clauses and defined terms referenced by them) as modified under clause 2.2 are incorporated as separate Call-Off Contract obligations and apply between the Supplier and the Buyer:

- 4.1 (Warranties and representations)
- 4.2 to 4.7 (Liability)
- 4.11 to 4.12 (IR35)
- 5.4 to 5.5 (Force majeure)
- 5.8 (Continuing rights)
- 5.9 to 5.11 (Change of control)
- 5.12 (Fraud)
- 5.13 (Notice of fraud)
- 7.1 to 7.2 (Transparency)
- 8.3 (Order of precedence)
- 8.6 (Relationship)
- 8.9 to 8.11 (Entire agreement)
- 8.12 (Law and jurisdiction)
- 8.13 to 8.14 (Legislative change)
- 8.15 to 8.19 (Bribery and corruption)
- 8.20 to 8.29 (Freedom of Information Act)
- 8.30 to 8.31 (Promoting tax compliance)
- 8.32 to 8.33 (Official Secrets Act)
- 8.34 to 8.37 (Transfer and subcontracting)
- 8.40 to 8.43 (Complaints handling and resolution)
- 8.44 to 8.50 (Conflicts of interest and ethical walls)
- 8.51 to 8.53 (Publicity and branding)
- 8.54 to 8.56 (Equality and diversity)
- 8.59 to 8.60 (Data protection)

- 8.64 to 8.65 (Severability)
- 8.66 to 8.69 (Managing disputes and Mediation)
- 8.80 to 8.88 (Confidentiality)
- 8.89 to 8.90 (Waiver and cumulative remedies)
- 8.91 to 8.101 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement glossary and interpretation
- any audit provisions from the Framework Agreement set out by the Buyer in the Order Form

2.2 The Framework Agreement provisions in clause 2.1 will be modified as follows:

2.2.1 a reference to the 'Framework Agreement' will be a reference to the 'Call-Off Contract'

2.2.2 a reference to 'CCS' will be a reference to 'the Buyer'

2.2.3 a reference to the 'Parties' and a 'Party' will be a reference to the Buyer and Supplier as Parties under this Call-Off Contract

2.3 The Parties acknowledge that they are required to complete the applicable Annexes contained in Schedule 4 (Processing Data) of the Framework Agreement for the purposes of this Call-Off Contract. The applicable Annexes being reproduced at Schedule 7 of this Call-Off Contract.

2.4 The Framework Agreement incorporated clauses will be referred to as incorporated Framework clause 'XX', where 'XX' is the Framework Agreement clause number.

2.5 When an Order Form is signed, the terms and conditions agreed in it will be incorporated into this Call-Off Contract.

3. Supply of services

3.1 The Supplier agrees to supply the G-Cloud Services and any Additional Services under the terms of the Call-Off Contract and the Supplier's Application.

3.2 The Supplier undertakes that each G-Cloud Service will meet the Buyer's acceptance criteria, as defined in the Order Form.

4. Supplier staff

4.1 The Supplier Staff must:

4.1.1 be appropriately experienced, qualified and trained to supply the Services

4.1.2 apply all due skill, care and diligence in faithfully performing those duties

4.1.3 obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer

- 4.1.4 respond to any enquiries about the Services as soon as reasonably possible
- 4.1.5 complete any necessary Supplier Staff vetting as specified by the Buyer
- 4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.
- 4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.
- 4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.
- 4.5 The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.
- 4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14-digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.
- 4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.
- 4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5. Due diligence

- 5.1 Both Parties agree that when entering into a Call-Off Contract they:
 - 5.1.1 have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party
 - 5.1.2 are confident that they can fulfil their obligations according to the Call-Off Contract terms
 - 5.1.3 have raised all due diligence questions before signing the Call-Off Contract
 - 5.1.4 have entered into the Call-Off Contract relying on its own due diligence

6. Business continuity and disaster recovery

- 6.1 The Supplier will have a clear business continuity and disaster recovery plan in their service descriptions.

- 6.2 The Supplier's business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required.
- 6.3 If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer's own plans.

7. Payment, VAT and Call-Off Contract charges

- 7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.
- 7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.
- 7.3 The Call-Off Contract Charges include all Charges for payment Processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.
- 7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.
- 7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.
- 7.6 If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.
- 7.7 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate Rate.
- 7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.
- 7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.
- 7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.11 If there's an invoice dispute, the Buyer must pay the undisputed portion of the amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.
- 7.12 Due to the nature of G-Cloud Services it isn't possible in a static Order Form to exactly define the consumption of services over the duration of the Call-Off Contract. The Supplier agrees that the Buyer's volumes indicated in the Order Form are indicative only.

8. Recovery of sums due and right of set-off

8.1 If a Supplier owes money to the Buyer, the Buyer may deduct that sum from the Call-Off Contract Charges.

9. Insurance

9.1 The Supplier will maintain the insurances required by the Buyer including those in this clause.

9.2 The Supplier will ensure that:

9.2.1 during this Call-Off Contract, Subcontractors hold third party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000

9.2.2 the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit

9.2.3 all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

9.2.4 all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

9.3 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.

9.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:

9.4.1 a broker's verification of insurance

9.4.2 receipts for the insurance premium

9.4.3 evidence of payment of the latest premiums due

9.5 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract and the Supplier will:

- 9.5.1 take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers
- 9.5.2 promptly notify the insurers in writing of any relevant material fact under any Insurances
- 9.5.3 hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance
- 9.6 The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.
- 9.7 The Supplier will notify CCS and the Buyer as soon as possible if any insurance policies have been, or are due to be, cancelled, suspended, Ended or not renewed.
- 9.8 The Supplier will be liable for the payment of any:
 - 9.8.1 premiums, which it will pay promptly
 - 9.8.2 excess or deductibles and will not be entitled to recover this from the Buyer

10. Confidentiality

- 10.1 Subject to clause 24.1 the Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under the Data Protection Legislation or under incorporated Framework Agreement clauses 8.80 to 8.88. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

11. Intellectual Property Rights

- 11.1 Unless otherwise specified in this Call-Off Contract, a Party will not acquire any right, title or interest in or to the Intellectual Property Rights (IPRs) of the other Party or its Licensors.
- 11.2 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use the Project Specific IPRs and any Background IPRs embedded within the Project Specific IPRs for the Buyer's ordinary business activities.
- 11.3 The Supplier must obtain the grant of any third-party IPRs and Background IPRs so the Buyer can enjoy full use of the Project Specific IPRs, including the Buyer's right to publish the IPR as open source.
- 11.4 The Supplier must promptly inform the Buyer if it can't comply with the clause above and the Supplier must not use third-party IPRs or Background IPRs in relation to the Project Specific IPRs if it can't obtain the grant of a licence acceptable to the Buyer.

- 11.5 The Supplier will, on written demand, fully indemnify the Buyer and the Crown for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:
 - 11.5.1 rights granted to the Buyer under this Call-Off Contract
 - 11.5.2 Supplier's performance of the Services
 - 11.5.3 use by the Buyer of the Services
- 11.6 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:
 - 11.6.1 modify the relevant part of the Services without reducing its functionality or performance
 - 11.6.2 substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer
 - 11.6.3 buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer
- 11.7 Clause 11.5 will not apply if the IPR Claim is from:
 - 11.7.2 the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract
 - 11.7.3 other material provided by the Buyer necessary for the Services
- 11.8 If the Supplier does not comply with clauses 11.2 to 11.6, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

12. Protection of information

- 12.1 The Supplier must:
 - 12.1.1 comply with the Buyer's written instructions and this Call-Off Contract when Processing Buyer Personal Data
 - 12.1.2 only Process the Buyer Personal Data as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body
 - 12.1.3 take reasonable steps to ensure that any Supplier Staff who have access to Buyer Personal Data act in compliance with Supplier's security processes

- 12.2 The Supplier must fully assist with any complaint or request for Buyer Personal Data including by:
- 12.2.1 providing the Buyer with full details of the complaint or request
 - 12.2.2 complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions
 - 12.2.3 providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)
 - 12.2.4 providing the Buyer with any information requested by the Data Subject
- 12.3 The Supplier must get prior written consent from the Buyer to transfer Buyer Personal Data to any other person (including any Subcontractors) for the provision of the G-Cloud Services.

13. Buyer data

- 13.1 The Supplier must not remove any proprietary notices in the Buyer Data.
- 13.2 The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.
- 13.3 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.
- 13.4 The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier's and Buyer's security policies and all Buyer requirements in the Order Form.
- 13.5 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.
- 13.6 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:
- 13.6.1 the principles in the Security Policy Framework:
<https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy;
<https://www.gov.uk/government/publications/government-security-classifications>
 - 13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management;
<https://www.cpni.gov.uk/content/adopt-risk-management-approach> and Protection of Sensitive Information and Assets:
<https://www.cpni.gov.uk/protection-sensitive-information-and-assets>

13.6.3 the National Cyber Security Centre's (NCSC) information risk management guidance:

<https://www.ncsc.gov.uk/collection/risk-management-collection>

13.6.4 government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint:

<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>

13.6.5 the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:

<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

13.6.6 buyer requirements in respect of AI ethical standards.

13.7 The Buyer will specify any security requirements for this project in the Order Form.

13.8 If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.

13.9 The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.

13.10 The provisions of this clause 13 will apply during the term of this Call-Off Contract and for as long as the Supplier holds the Buyer's Data.

14. Standards and quality

14.1 The Supplier will comply with any standards in this Call-Off Contract, the Order Form and the Framework Agreement.

14.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is at:

<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>

14.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the G-Cloud Services comply with the requirements in the PSN Code of Practice.

14.4 If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.

14.5 The Supplier must immediately disconnect its G-Cloud Services from the PSN if the PSN Authority considers there is a risk to the PSN's security and the Supplier agrees that the Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise.

15. Open source

15.1 All software created for the Buyer must be suitable for publication as open source, unless otherwise agreed by the Buyer.

15.2 If software needs to be converted before publication as open source, the Supplier must also provide the converted format unless otherwise agreed by the Buyer.

16. Security

16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.

16.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.

16.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.

16.4 Responsibility for costs will be at the:

16.4.1 Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided

16.4.2 Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control

16.5 The Supplier will immediately notify the Buyer of any breach of security of Buyer's Confidential Information (and the Buyer of any Buyer Confidential Information breach). Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer's Confidential Information however it may be recorded.

16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance:
<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>

16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start date.

17. Guarantee

17.1 If this Call-Off Contract is conditional on receipt of a Guarantee that is acceptable to the Buyer, the Supplier must give the Buyer on or before the Start date:

17.1.1 an executed Guarantee in the form at Schedule 5

17.1.2 a certified copy of the passed resolution or board minutes of the guarantor approving the execution of the Guarantee

18. Ending the Call-Off Contract

18.1 The Buyer can End this Call-Off Contract at any time by giving 30 days' written notice to the Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.

18.2 The Parties agree that the:

18.2.1 Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided

18.2.2 Call-Off Contract Charges paid during the notice period is reasonable compensation and covers all the Supplier's avoidable costs or Losses

18.3 Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.

18.4 The Buyer will have the right to End this Call-Off Contract at any time with immediate effect by written notice to the Supplier if either the Supplier commits:

18.4.1 a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied

18.4.2 any fraud

18.5 A Party can End this Call-Off Contract at any time with immediate effect by written notice if:

18.5.1 the other Party commits a Material Breach of any term of this Call-Off Contract (other than failure to pay any amounts due) and, if that breach is remediable, fails to remedy it within 15 Working Days of being notified in writing to do so

18.5.2 an Insolvency Event of the other Party happens

18.5.3 the other Party ceases or threatens to cease to carry on the whole or any material part of its business

18.6 If the Buyer fails to pay the Supplier undisputed sums of money when due, the Supplier must notify the Buyer and allow the Buyer 5 Working Days to pay. If the Buyer doesn't pay within 5 Working Days, the Supplier may End this Call-Off Contract by giving the length of notice in the Order Form.

18.7 A Party who isn't relying on a Force Majeure event will have the right to End this Call-Off Contract if clause 23.1 applies.

19. Consequences of suspension, ending and expiry

19.1 If a Buyer has the right to End a Call-Off Contract, it may elect to suspend this Call-Off Contract or any part of it.

19.2 Even if a notice has been served to End this Call-Off Contract or any part of it, the Supplier must continue to provide the Ordered G-Cloud Services until the dates set out in the notice.

19.3 The rights and obligations of the Parties will cease on the Expiry Date or End Date (whichever applies) of this Call-Off Contract, except those continuing provisions described in clause 19.4.

19.4 Ending or expiry of this Call-Off Contract will not affect:

19.4.1 any rights, remedies or obligations accrued before its Ending or expiration

19.4.2 the right of either Party to recover any amount outstanding at the time of Ending or expiry

19.4.3 the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses

- 7 (Payment, VAT and Call-Off Contract charges)
- 8 (Recovery of sums due and right of set-off)
- 9 (Insurance)
- 10 (Confidentiality)
- 11 (Intellectual property rights)
- 12 (Protection of information)
- 13 (Buyer data)
- 19 (Consequences of suspension, ending and expiry)
- 24 (Liability); incorporated Framework Agreement clauses: 4.2 to 4.7 (Liability)

- 8.44 to 8.50 (Conflicts of interest and ethical walls)
- 8.89 to 8.90 (Waiver and cumulative remedies)

19.4.4 any other provision of the Framework Agreement or this Call-Off Contract which expressly or by implication is in force even if it Ends or expires

19.5 At the end of the Call-Off Contract Term, the Supplier must promptly:

19.5.1 return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it

19.5.2 return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer

19.5.3 stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer

19.5.4 destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law

19.5.5 work with the Buyer on any ongoing work

19.5.6 return any sums prepaid for Services which have not been delivered to the Buyer, within 10 Working Days of the End or Expiry Date

19.6 Each Party will return all of the other Party's Confidential Information and confirm this has been done, unless there is a legal requirement to keep it or this Call-Off Contract states otherwise.

19.7 All licences, leases and authorisations granted by the Buyer to the Supplier will cease at the end of the Call-Off Contract Term without the need for the Buyer to serve notice except if this Call-Off Contract states otherwise.

20. Notices

20.1 Any notices sent must be in writing. For the purpose of this clause, an email is accepted as being 'in writing'.

- Manner of delivery: email
- Deemed time of delivery: 9am on the first Working Day after sending
- Proof of service: Sent in an emailed letter in PDF format to the correct email address without any error message

20.2 This clause does not apply to any legal action or other method of dispute resolution which should be sent to the addresses in the Order Form (other than a dispute notice under this Call-Off Contract).

21. Exit plan

21.1 The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.

21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.

21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 24 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 18 month anniversary of the Start date.

21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.

21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.

21.6 The Supplier acknowledges that the Buyer's right to extend the Term beyond 24 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:

21.6.1 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the extension period on terms that are commercially reasonable and acceptable to the Buyer

21.6.2 there will be no adverse impact on service continuity

21.6.3 there is no vendor lock-in to the Supplier's Service at exit

21.6.4 it enables the Buyer to meet its obligations under the Technology Code Of Practice

21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.

21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:

- 21.8.1 the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier
- 21.8.2 the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer
- 21.8.3 the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
- 21.8.4 the testing and assurance strategy for exported Buyer Data
- 21.8.5 if relevant, TUPE-related activity to comply with the TUPE regulations
- 21.8.6 any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition

22. Handover to replacement supplier

- 22.1 At least 10 Working Days before the Expiry Date or End Date, the Supplier must provide any:
 - 22.1.1 data (including Buyer Data), Buyer Personal Data and Buyer Confidential Information in the Supplier's possession, power or control
 - 22.1.2 other information reasonably requested by the Buyer
- 22.2 On reasonable notice at any point during the Term, the Supplier will provide any information and data about the G-Cloud Services reasonably requested by the Buyer (including information on volumes, usage, technical aspects, service performance and staffing). This will help the Buyer understand how the Services have been provided and to run a fair competition for a new supplier.
- 22.3 This information must be accurate and complete in all material respects and the level of detail must be sufficient to reasonably enable a third party to prepare an informed offer for replacement services and not be unfairly disadvantaged compared to the Supplier in the buying process.

23. Force majeure

- 23.1 If a Force Majeure event prevents a Party from performing its obligations under this Call-Off Contract for more than the number of consecutive days set out in the Order Form, the other Party may End this Call-Off Contract with immediate effect by written notice.

24. Liability

- 24.1 Subject to incorporated Framework Agreement clauses 4.2 to 4.7, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract (whether expressed as an indemnity or otherwise) will be set as follows:
- 24.1.1 Property: for all Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment but excluding any loss or damage to Buyer Data) of the other Party, will not exceed the amount in the Order Form
 - 24.1.2 Buyer Data: for all Defaults by the Supplier resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data, will not exceed the amount in the Order Form
 - 24.1.3 Other Defaults: for all other Defaults by either party, claims, Losses or damages, whether arising from breach of contract, misrepresentation (whether under common law or statute), tort (including negligence), breach of statutory duty or otherwise will not exceed the amount in the Order Form.

25. Premises

- 25.1 If either Party uses the other Party's premises, that Party is liable for all loss or damage it causes to the premises. It is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.
- 25.2 The Supplier will use the Buyer's premises solely for the performance of its obligations under this Call-Off Contract.
- 25.3 The Supplier will vacate the Buyer's premises when the Call-Off Contract Ends or expires.
- 25.4 This clause does not create a tenancy or exclusive right of occupation.
- 25.5 While on the Buyer's premises, the Supplier will:
- 25.5.1 comply with any security requirements at the premises and not do anything to weaken the security of the premises
 - 25.5.2 comply with Buyer requirements for the conduct of personnel
 - 25.5.3 comply with any health and safety measures implemented by the Buyer
 - 25.5.4 immediately notify the Buyer of any incident on the premises that causes any damage to Property which could cause personal injury
- 25.6 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Buyer on request.

26. Equipment

26.1 The Supplier is responsible for providing any Equipment which the Supplier requires to provide the Services.

26.2 Any Equipment brought onto the premises will be at the Supplier's own risk and the Buyer will have no liability for any loss of, or damage to, any Equipment.

26.3 When the Call-Off Contract Ends or expires, the Supplier will remove the Equipment and any other materials leaving the premises in a safe and clean condition.

27. The Contracts (Rights of Third Parties) Act 1999

27.1 Except as specified in clause 29.8, a person who isn't Party to this Call-Off Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This does not affect any right or remedy of any person which exists or is available otherwise.

28. Environmental requirements

28.1 The Buyer will provide a copy of its environmental policy to the Supplier on request, which the Supplier will comply with.

28.2 The Supplier must provide reasonable support to enable Buyers to work in an environmentally friendly way, for example by helping them recycle or lower their carbon footprint.

29. The Employment Regulations (TUPE)

29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.

29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:

- 29.2.1 the activities they perform
- 29.2.2 age
- 29.2.3 start date
- 29.2.4 place of work
- 29.2.5 notice period
- 29.2.6 redundancy payment entitlement
- 29.2.7 salary, benefits and pension entitlements

- 29.2.8 employment status
- 29.2.9 identity of employer
- 29.2.10 working arrangements
- 29.2.11 outstanding liabilities
- 29.2.12 sickness absence
- 29.2.13 copies of all relevant employment contracts and related documents
- 29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer

29.3 The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.

29.4 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.

29.5 The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.

29.6 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:

29.6.1 its failure to comply with the provisions of this clause

29.6.2 any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer

29.7 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.

29.8 For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

30. Additional G-Cloud services

30.1 The Buyer may require the Supplier to provide Additional Services. The Buyer doesn't have to buy any Additional Services from the Supplier and can buy services that are the same as or similar to the Additional Services from any third party.

30.2 If reasonably requested to do so by the Buyer in the Order Form, the Supplier must provide and monitor performance of the Additional Services using an Implementation Plan.

31. Collaboration

31.1 If the Buyer has specified in the Order Form that it requires the Supplier to enter into a Collaboration Agreement, the Supplier must give the Buyer an executed Collaboration Agreement before the Start date.

31.2 In addition to any obligations under the Collaboration Agreement, the Supplier must:

31.2.1 work proactively and in good faith with each of the Buyer's contractors

31.2.2 co-operate and share information with the Buyer's contractors to enable the efficient operation of the Buyer's ICT services and G-Cloud Services

32. Variation process

32.1 The Buyer can request in writing a change to this Call-Off Contract if it isn't a material change to the Framework Agreement/or this Call-Off Contract. Once implemented, it is called a Variation.

32.2 The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a Variation request. This includes any changes in the Supplier's supply chain.

32.3 If Either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation, or End this Call-Off Contract by giving 30 days notice to the Supplier.

33. Data Protection Legislation (GDPR)

33.1 Pursuant to clause 2.1 and for the avoidance of doubt, clauses 8.59 and 8.60 of the Framework Agreement are incorporated into this Call-Off Contract. For reference, the appropriate GDPR templates which are required to be completed in accordance with clauses 8.59 and 8.60 are reproduced in this Call-Off Contract document at schedule 7.

Schedule 4: Alternative clauses

1. Introduction

1.1 This Schedule specifies the alternative clauses that may be requested in the Order Form and, if requested in the Order Form, will apply to this Call-Off Contract.

2. Clauses selected

2.1 The Customer may, in the Order Form, request the following alternative Clauses:

2.1.1 Scots Law and Jurisdiction

2.1.2 References to England and Wales in incorporated Framework Agreement clause 8.12 (Law and Jurisdiction) of this Call-Off Contract will be replaced with Scotland and the wording of the Framework Agreement and Call-Off Contract will be interpreted as closely as possible to the original English and Welsh Law intention despite Scots Law applying.

2.1.3 Reference to England and Wales in Working Days definition within the Glossary and interpretations section will be replaced with Scotland.

2.1.4 References to the Contracts (Rights of Third Parties) Act 1999 will be removed in clause 27.1. Reference to the Freedom of Information Act 2000 within the defined terms for 'FoIA/Freedom of Information Act' to be replaced with Freedom of Information (Scotland) Act 2002.

2.1.5 Reference to the Supply of Goods and Services Act 1982 will be removed in incorporated Framework Agreement clause 4.2.

2.1.6 References to "tort" will be replaced with "delict" throughout

2.2 The Customer may, in the Order Form, request the following Alternative Clauses:

2.2.1 Northern Ireland Law (see paragraph 2.3, 2.4, 2.5, 2.6 and 2.7 of this Schedule)

2.3 Discrimination

2.3.1 The Supplier will comply with all applicable fair employment, equality of treatment and anti-discrimination legislation, including, in particular the:

- Employment (Northern Ireland) Order 2002
- Fair Employment and Treatment (Northern Ireland) Order 1998
- Sex Discrimination (Northern Ireland) Order 1976 and 1988
- Employment Equality (Sexual Orientation) Regulations (Northern Ireland) 2003

- Equal Pay Act (Northern Ireland) 1970
- Disability Discrimination Act 1995
- Race Relations (Northern Ireland) Order 1997
- Employment Relations (Northern Ireland) Order 1999 and Employment Rights (Northern Ireland) Order 1996
- Employment Equality (Age) Regulations (Northern Ireland) 2006
- Part-time Workers (Prevention of less Favourable Treatment) Regulation 2000
- Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002
- The Disability Discrimination (Northern Ireland) Order 2006
- The Employment Relations (Northern Ireland) Order 2004
- Equality Act (Sexual Orientation) Regulations (Northern Ireland) 2006
- Employment Relations (Northern Ireland) Order 2004
- Work and Families (Northern Ireland) Order 2006

and will use his best endeavours to ensure that in his employment policies and practices and in the delivery of the services required of the Supplier under this Call-Off Contract he promotes equality of treatment and opportunity between:

- a. persons of different religious beliefs or political opinions
- b. men and women or married and unmarried persons
- c. persons with and without dependants (including women who are pregnant or on maternity leave and men on paternity leave)
- d. persons of different racial groups (within the meaning of the Race Relations (Northern Ireland) Order 1997)
- e. persons with and without a disability (within the meaning of the Disability Discrimination Act 1995)
- f. persons of different ages
- g. persons of differing sexual orientation

2.3.2 The Supplier will take all reasonable steps to secure the observance of clause 2.3.1 of this Schedule by all Supplier Staff.

2.4 Equality policies and practices

2.4.1 The Supplier will introduce and will procure that any Subcontractor will also introduce and implement an equal opportunities policy in accordance with guidance from and to the satisfaction of the Equality Commission. The Supplier will review these policies on a regular basis (and will procure that its Subcontractors do likewise) and the Customer will be entitled to receive upon request a copy of the policy.

2.4.2 The Supplier will take all reasonable steps to ensure that all of the Supplier Staff comply with its equal opportunities policies (referred to in clause 2.3 above). These steps will include:

- a. the issue of written instructions to staff and other relevant persons

- b. the appointment or designation of a senior manager with responsibility for equal opportunities
- c. training of all staff and other relevant persons in equal opportunities and harassment matters
- d. the inclusion of the topic of equality as an agenda item at team, management and staff meetings

The Supplier will procure that its Subcontractors do likewise with their equal opportunities policies.

2.4.3 The Supplier will inform the Customer as soon as possible in the event of:

- A. the Equality Commission notifying the Supplier of an alleged breach by it or any Subcontractor (or any of their shareholders or directors) of the Fair Employment and Treatment (Northern Ireland) Order 1998 or
- B. any finding of unlawful discrimination (or any offence under the Legislation mentioned in clause 2.3 above) being made against the Supplier or its Subcontractors during the Call-Off Contract Period by any Industrial or Fair Employment Tribunal or court,

The Supplier will take any necessary steps (including the dismissal or replacement of any relevant staff or Subcontractor(s)) as the Customer directs and will seek the advice of the Equality Commission in order to prevent any offence or repetition of the unlawful discrimination as the case may be.

2.4.4 The Supplier will monitor (in accordance with guidance issued by the Equality Commission) the composition of its workforce and applicants for employment and will provide an annual report on the composition of the workforce and applicants to the Customer. If the monitoring reveals under-representation or lack of fair participation of particular groups, the Supplier will review the operation of its relevant policies and take positive action if appropriate. The Supplier will impose on its Subcontractors obligations similar to those undertaken by it in this clause 2.4 and will procure that those Subcontractors comply with their obligations.

2.4.5 The Supplier will provide any information the Customer requests (including Information requested to be provided by any Subcontractors) for the purpose of assessing the Supplier's compliance with its obligations under clauses 2.4.1 to 2.4.5 of this Schedule.

2.5 Equality

2.5.1 The Supplier will, and will procure that each Subcontractor will, in performing its/their obligations under this Call-Off Contract (and other relevant agreements), comply with the provisions of Section 75 of the Northern Ireland Act 1998, as if they were a public authority within the meaning of that section.

2.5.2 The Supplier acknowledges that the Customer must, in carrying out its functions, have due regard to the need to promote equality of opportunity as contemplated by the Northern Ireland Act 1998 and the Supplier will use all reasonable endeavours

to assist (and to ensure that relevant Subcontractor helps) the Customer in relation to same.

2.6 Health and safety

- 2.6.1 The Supplier will promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Call-Off Contract. The Customer will promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer premises and which may affect the Supplier in the performance of its obligations under the Call-Off Contract.
- 2.6.2 While on the Customer premises, the Supplier will comply with any health and safety measures implemented by the Customer in respect of Supplier Staff and other persons working there.
- 2.6.3 The Supplier will notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Call-Off Contract on the Customer premises if that incident causes any personal injury or damage to property which could give rise to personal injury.
- 2.6.4 The Supplier will comply with the requirements of the Health and Safety at Work (Northern Ireland) Order 1978 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Supplier Staff and other persons working on the Customer premises in the performance of its obligations under the Call-Off Contract.
- 2.6.5 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work (Northern Ireland) Order 1978) is made available to the Customer on request.

2.7 Criminal damage

- 2.7.1 The Supplier will maintain standards of vigilance and will take all precautions as advised by the Criminal Damage (Compensation) (Northern Ireland) Order 1977 or as may be recommended by the police or the Northern Ireland Office (or, if replaced, their successors) and will compensate the Customer for any loss arising directly from a breach of this obligation (including any diminution of monies received by the Customer under any insurance policy).
- 2.7.2 If during the Call-Off Contract Period any assets (or any part thereof) is or are damaged or destroyed by any circumstance giving rise to a claim for compensation under the provisions of the Compensation Order the following provisions of this clause 2.7 will apply.
- 2.7.3 The Supplier will make (or will procure that the appropriate organisation make) all appropriate claims under the Compensation Order as soon as possible after the CDO Event and will pursue any claim diligently and at its cost. If appropriate, the Customer will also make and pursue a claim diligently under the Compensation

Order. Any appeal against a refusal to meet any claim or against the amount of the award will be at the Customer's cost and the Supplier will (at no additional cost to the Customer) provide any help the Customer reasonably requires with the appeal.

2.7.4 The Supplier will apply any compensation paid under the Compensation Order in respect of damage to the relevant assets towards the repair, reinstatement or replacement of the assets affected.

Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Expression	Meaning
Additional Services	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Section 2 (Services Offered) which a Buyer may request.
Admission Agreement	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
Application	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Digital Marketplace).
Audit	An audit carried out under the incorporated Framework Agreement clauses specified by the Buyer in the Order (if any).
Background IPRs	<p>For each Party, IPRs:</p> <ul style="list-style-type: none"> • owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes • created by the Party independently of this Call-Off Contract, or <p>For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.</p>
Buyer	The contracting authority ordering services as set out in the Order Form.

Buyer Data	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
Buyer Personal Data	The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
Buyer Representative	The representative appointed by the Buyer under this Call-Off Contract.
Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	Data, Personal Data and any information, which may include (but isn't limited to) any: <ul style="list-style-type: none"> • information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above • other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.

Controller	Takes the meaning given in the GDPR.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.
Data Loss Event	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Framework Agreement and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
Data Protection Impact Assessment (DPIA)	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation (DPL)	Data Protection Legislation means: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy (iii) all applicable Law about the Processing of Personal Data and privacy including if applicable legally binding guidance and codes of practice issued by the Information Commissioner
Data Subject	Takes the meaning given in the GDPR
Default	Default is any: <ul style="list-style-type: none"> • breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) • other Default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.
Deliverable(s)	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
Digital Marketplace	The government marketplace where Services are available for Buyers to buy. (https://www.digitalmarketplace.service.gov.uk/)

DPA 2018	Data Protection Act 2018.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
End	Means to terminate; and Ended and Ending are construed accordingly.
Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations.
Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.
ESI Reference Number	The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.
Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: https://www.gov.uk/guidance/check-employment-status-for-tax
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.

<p>Force Majeure</p>	<p>A force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> • acts, events or omissions beyond the reasonable control of the affected Party • riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare • acts of government, local government or Regulatory Bodies • fire, flood or disaster and any failure or shortage of power or fuel • industrial dispute affecting a third party for which a substitute third party isn't reasonably available <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> • any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain • any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure • the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into • any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
<p>Former Supplier</p>	<p>A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).</p>
<p>Framework Agreement</p>	<p>The clauses of framework agreement RM1557.12 together with the Framework Schedules.</p>
<p>Fraud</p>	<p>Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.</p>
<p>Freedom of Information Act or FoIA</p>	<p>The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation.</p>
<p>G-Cloud Services</p>	<p>The cloud services described in Framework Agreement Section 2 (Services Offered) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those</p>

	services which are deliverable by the Supplier under the Collaboration Agreement.
GDPR	General Data Protection Regulation (Regulation (EU) 2016/679)
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
Government Procurement Card	The government's preferred method of purchasing and payment for low value goods or services.
Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.
Implementation Plan	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
Indicative test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information security management system	The information security management system and process developed by the Supplier in accordance with clause 16.1.
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
Insolvency event	Can be: <ul style="list-style-type: none"> • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand

	<ul style="list-style-type: none"> • a Schedule A1 moratorium
Intellectual Property Rights or IPR	<p>Intellectual Property Rights are:</p> <ul style="list-style-type: none"> • copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information • applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction • all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> • the supplier's own limited company • a service or a personal service company • a partnership <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>
IPR claim	As set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or CCS's possession before the Start date.
Law	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
LED	Law Enforcement Directive (EU) 2016/680.

Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' Losses ' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement section 6 (What you report to CCS).
Material Breach	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
Order	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.

Ordered G-Cloud Services	G-Cloud Services which are the subject of an order by the Buyer.
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
Personal Data	Takes the meaning given in the GDPR.
Personal Data Breach	Takes the meaning given in the GDPR.
Processing	Takes the meaning given in the GDPR.
Processor	Takes the meaning given in the GDPR.
Prohibited act	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> • induce that person to perform improperly a relevant function or activity • reward that person for improper performance of a relevant function or activity • commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud
Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
Property	Assets and property including technical infrastructure, IPRs and equipment.

Protective Measures	Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of 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 such measures adopted by it.
PSN or Public Services Network	The Public Services Network (PSN) is the government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory body or bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
Relevant person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the employment regulations applies.
Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement supplier	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Security management plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.
Services	The services ordered by the Buyer as set out in the Order Form.
Service data	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.
Service definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Section 2 (Services Offered) of the Framework Agreement.

Service description	The description of the Supplier service offering as published on the Digital Marketplace.
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
Spend controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service
Start date	The Start date of this Call-Off Contract as set out in the Order Form.
Subcontract	Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.
Subcontractor	Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Subprocessor	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
Supplier	The person, firm or company identified in the Order Form.
Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
Supplier staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
Term	The term of this Call-Off Contract as set out in the Order Form.
Variation	This has the meaning given to it in clause 32 (Variation process).

Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	A contract year.

Schedule 7: GDPR Information

This schedule reproduces the annexes to the GDPR schedule contained within the Framework Agreement and incorporated into this Call-off Contract.

Annex 1: Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.

- 1.1 The contact details of the Buyer's Data Protection Officer are: [REDACTED] - **DataProtectionAdvice@highwaysengland.co.uk**
- 1.2 The contact details of the Supplier's Data Protection Officer are: **DPO@5rdata.com**
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Descriptions	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2-15 Framework Agreement Schedule 4 (Where the Party is a Controller and the other Party is Processor) and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> • Staff log-in details while setting up new IT user accounts.
Duration of the Processing	Duration of Service Period.
Nature and purposes of the Processing	The Supplier will be clear and transparent with the Buyer on all aspects covering data processing means on any operations such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means).
Type of Personal Data	User information and contact information.

Categories of Data Subject	Staff, Suppliers, Contracts and Project Controls Information.
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	For the service period, electronically returned and formally received by Highways England staff.

Annex 2 – Proposal Document



The SMA Shared Collaboration Environment will provide SMA colleagues a platform to communicate, plan and operate more effectively using Microsoft's Outlook, Teams, SharePoint, OneDrive and selected applications within the Microsoft365 suite of products.

+44 (0) 121 507-1365
Mon - Fri 09:00 AM - 05:00 PM

hello@srdata.com
www.srdata.com

44-45 Colthorpe Road,
Edgbaston, Birmingham, B15 1TH

Smart Motorways Alliance (SMA) Collaboration Environment Implementation



Proposal

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DATE	20th November 2020
PROJECT NAME	Smart Motorways Alliance (SMA) Microsoft365 (M365) Implementation
SUPPLIER NAME	SR Data
SUMMARY	SR Data has proven and relevant experience in successfully delivering similar projects. We are acutely aware of the complexities of working in an environment with multiple primary stakeholders. We have an established team and methodology which allows us to work at pace, covering the breadth and depth of the requirements. Our multidisciplinary team have experience of working on major IT deployments such as Azure Cloud Migrations and M365 for HS2, and have acquired complementary skills, which means we can assess needs across many different dimension such as policy, technology, content, and security.
PROPOSAL	The initial stage will implement a M365 operating environment and a common e-mail identity for the SMA using the domain name 'smpalliance.co.uk'. The work will commence on the 16th November 2020 and take approximately 6 months to complete. <small>*domain name subject to change</small>
PROPOSED APPROACH	SR Data's approach is based on guidance from the GD5 Manual , and is influenced by Agile methodologies as well as our team's own experience from working in digital public services over the last few decades. We are committed to bringing a User Centric focus to all our work to achieve the best results for our clients. Working to the Digital Service Standard by Default https://www.gov.uk/service-manual/service-standard



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TECHNICAL SOLUTION

The objectives of the SMA will deliver a significant part of the overall Highways England Roads Investment Strategy for 2020-2025 (RIS2), and as such form an integral part of the HE 2020-2025 Delivery Plan. **Highways England, Balfour Beatty, Costain, BAM Nutall-Morgan Sindall, Jacobs, WSP and Fluor** are uniting to create an **alliance of design, delivery and production hub partners** to form the **SMA**.

The **SMA Shared Collaboration Environment** will provide SMA colleagues with a platform to communicate, plan and operate more effectively using Microsoft's Outlook, Teams, SharePoint, OneDrive and selected applications within the Microsoft365 suite of products.

TEAM STRUCTURE

- o **Senior Account Manager** - Liaise with Key Stakeholders and oversee the delivery of the project.
- o **Solution Architect** - Design the solution based on discovery outcomes.
- o **Senior Project Manager** - Manage the overall delivery of the project and liaise with key stakeholders.
- o **Business Analyst** - Conduct discovery and assist with delivery at various stages.
- o **M365 Administrator** - Manage M365 governance, access and updates.
- o **System Test Manager** - Test solutions at various stages of implementation.

ESTIMATED TIMEFRAMES

The project will start on the 16th November 2020 and continue until 28th May 2021 (6 months). See timeline on slide 5.

TEAM PHASING

	Nov-20	Dec-23	Jan-21	Feb-21	Mar-21	Apr-21	May-21
Snr Account Manager				Part-time			
Snr Solution Architect	Part-time				Full-time		
Snr Project Manager				Full-time			
Business Analyst		Full-time					
M365 Administrator				Full-time			
System Test Manager						Part-time	

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TEAM RATES

TEAM PLANNED DAYS

ESTIMATED TIMEFRAMES

The project will start on the 16th November 2020 and continue until 28th May 2021 (6 months). See timeline on slide 5.

PHASED COSTS

	Initiation	Discovery	Design & Develop	Drive & Deploy	Total Cost
Phased Costs	£61,254.00	£109,278.00	£195,900.00	£231,386.00	£597,818.00

N.B. Costs are subject to change control and exclude VAT.

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In Scope

- Review of initial Discovery work (already conducted by SMA), verify conclusions and confirm Minimum Viable Product (MVP) for final deliverable.
- Design, develop and implement a solution utilising M365 that delivers a single collaboration environment for the SMA.
- Provide the planning and project management to implement the project.
- Ensure that the solution is secure (basic), tested and operable with all partners of the SMA.
- Provide the appropriate training and training materials to the SMA.
- Manage and support the new solution during the implementation and into Live.
- Provide the required resourcing to implement the project.
- Service wrap consideration (subject to scope and commercial agreement).

Out of Scope

- Any configuration's that are required by individual SMA Partner organisations.
- Any new requirements that arise will be reviewed and impact assessed with the client.
- Procuring of tenancies, software and licenses.
- Hardware configuration, provision and support including SMA Partner organisation's end user devices.
- Any apps outside the in-scope list (see Appendix A for initial list).
- Security features outside of agreed scope in Appendix C.

Key Deliverables

- **Discovery** - A review of the initial Discovery of all partner's IT infrastructure, readiness, and Common Mandated Systems (as per the SMA Contract).
- **Design** - A Project Plan which incorporates the outcomes of the discovery phase, meets the user needs and releases functionality in a phased deployment.
- **Develop** - Configure M365 to meet the design spec and deliver a fit-for-purpose solution. This will incorporate a Proof-of-Concept (POC) phase with selected users from each partner organisation.
- **Drive** - Conduct UAT of the solution with all partner organisations. Evaluate performance and make enhancements where required.
- **Deploy** - Deploy final solution and facilitate training where requested. Ensuring ongoing support and development are provided for the implementation duration.
- **Review** - Review the solution's effectiveness with the client at agreed intervals.

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About 5R Data

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WHO WE ARE

5R Data is a partnership of IT, Finance and Project professionals with over 25 years' experience. We reacted to the growth and demand of digital platforms and advances in data and analytics by building a service platform that connects the two. This allows businesses to meet the changing demands of a fast-growing IT landscape.

Our service is designed around the needs of time-poor public sector organisations and businesses torn between maintaining ever more complex IT systems, while managing teams of hard to retain technical staff. 5R Data is a rapidly growing consultancy based in Birmingham with strong experience in digitally transforming organisations in the public sector.

WHAT WE DO

Our experience has led us to develop a unique approach for helping the public sector transform into **user-centric, cloud based, digitally driven organisations**. Our approach has been proven across a range of public sector clients, at organisations of varying size.



CONSULTING: We know our core markets and we know our clients. We aim to provide specialist advice and industry expertise in using advanced digital solutions.



DELIVERY: We work together with businesses, taking on their concerns and adding value in delivering effective business strategies, goals and outcomes. We achieve this by building long-lasting relationships with clients and peer stakeholders by becoming trusted partners.



EDUCATION: From the very beginning of our projects, we set our output based on outcomes. This provides us with a clear set of objectives alongside a structured plan with an outline of action to be taken, giving a clear focus on delivering the most effective results.

Successful implementation of cloud services is not just delivered through a service. It is about digitally transforming and **enabling people, their attitudes, working practices, culture, perception and habits**. While the structure is important, to succeed requires a real understanding of how to apply cloud services to their needs. Our approach puts users at its centre and uses a wide range of techniques to deliver a system that identifies needs both top down and bottom up.

How We Work

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At SR Data, we use the D5R Methodology:



DISCOVER

We strive to fully understand what the end-user's requirements are and learn about the client in their natural environment. We use tried and tested methods to holistically identify the needs of the business.



DESIGN

We take a user-centric approach to design and use creative flair and expertise to produce several concepts, constantly updating key stakeholders. We link the design back to the needs identified during discovery to ensure it meets the end-user requirements.



DEVELOP

After we gain approval on the preferred design concept, we create the solution that best meets the end-users requirements. We maintain stakeholder engagement throughout the process to ensure that a fit-for-purpose solution is produced.



DRIVE

We test solutions in order to enhance performance and standards by continually adapting and improving the product until it is ready to deploy.



DEPLOY

We deploy the approved solution ensuring ongoing support and continual development are built into the product delivery plan.



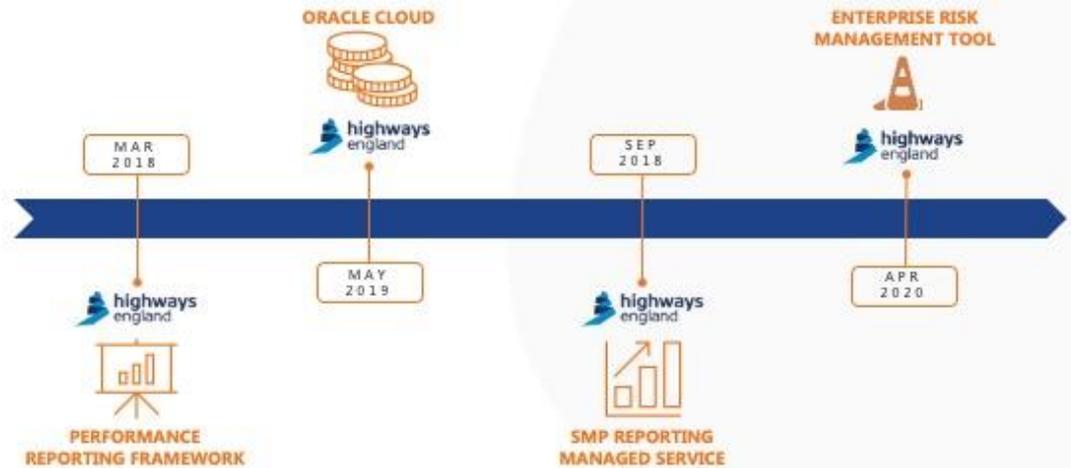
Review

To ensure continual improvement and update lessons learnt, evaluations are carried out periodically to review and reflect on the solution's effectiveness.

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STAFF CERTIFICATIONS & QUALIFICATIONS:



Case Study

HIGHWAYS ENGLAND

Corporate Performance Reporting

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BUSINESS CHALLENGE

Highways England was charged with delivering the Government's first Road Investment Strategy (RIS) to improve transport for road users and underpin economic growth through a £15bn investment programme. The Highways England Board, with the Department for Transport needed support to enhance the quality of their corporate performance report.



OUR SOLUTION

Our experienced performance reporting lead worked with Highways England to develop a set of performance reporting aims and principles.

Our work focused on applying the key principles against the current state of the KPIs and corporate performance report. As a result, specific issues that needed to be resolved were identified and a plan of action was developed.

Our plan was to deliver an improved performance report, which put forward the necessary action to facilitate decision-making at Board and Executive level. This was done with the intention of encouraging level directors to ask the right questions in order to initiate a chain of actions that would enhance the ability of the enterprise and achieve short and long-term targets.

OUTCOMES

SR Data produced a clear set of outcomes to deliver a more informative, effective, and productive corporate report. These outcomes were underpinned by the development of three aims of corporate reporting. This ensured a robust framework was provided to guarantee deployment of resources and improve performance.

- The report format was in perspective, relevant and consistent to manage operational risks and help inform decision-making to achieve the desired performance.
- The reporting process provided an accurate interpretation of the current state of performance and assurance that it is effective in managing risks to targets.
- Roles and accountability were made clear in order to provide an integrated and effective approach to delivering the performance targets.

An assessment of the criteria from the current state of the performance report was made against the key aims and principles. This review was based on an assessment for each Key Performance Indicator against specific criteria:

- **Clarity and appropriateness of the indicator and target.**
- **Availability, timeliness, and robustness of data.**
- **Quality of presentation (narrative, format, duplication, evidence of future plans, robustness of RAG status).**

This review provided the basis for a detailed action plan of improvements for each specific Key Performance Indicator. The delivery of this plan was underpinned by an agile approach to project management. Our agile methodology encouraged teams to deliver results quickly, test outcomes against the plans and iterate their work based on regular feedback.

BENEFITS



Provided **better quality narrative** and summary level key points to allow the Exec and Board to analyse data more efficiently and advise all the operational teams to make better informed decisions. As a result, the Board **performance report** was developed to help steer operational efficiency.



By combining the analysis of historical and operational data, the Highways England Executive Team were able to **optimise their business operations, thereby improving service delivery**. This was to ensure there was a clear focus on what actions were needed to improve performance by monitoring the critical success factors.



Provided a common standard format for reporting performance analysis with a concise and informative narrative. **Improvements were made by incorporating a graphical presentation of data.**

Case Study

HIGHWAYS ENGLAND

Oracle Cloud

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BUSINESS CHALLENGE

Highways England was responsible for delivering the Government's first Road Investment Strategy (RIS) to improve transport for road users and underpin economic growth through a £15bn investment strategy.

Oracle Fusion was selected by Highways England in 2014 to replace their legacy ERP system, Oracle E-Business Suite. This was seen as a short-term solution to replace an aging, unsupported system, pending a move to Government shared services at a later date. The move to Oracle Fusion required a level of business ownership, scrutiny, and governance that a project of this significance deserves.

SR Data was engaged to review the Business Design and Ownership of the ERP system, uncovering further fundamental opportunities to be exploited.



OUR SOLUTION

Following a review of the status of the project, one of the findings was the lack of senior financial professional leadership and input into the solution design.

Our Finance Lead carried out a review of the current governance. This resulted in the creation of a plan to bring together governance, ownership, and transparency across the project led by Senior business stakeholders.

SR Data guided and supported both the IT and Finance function in order to take direction and clearly communicate the system vision.

OUTCOMES

To make necessary changes to the governance and solution design our SR Data team spent time with the business defining the system design and accounting relationships to achieve financial design sign-off. The desired outcomes of this plan were outlined in a review, with the aim of:

- **Improving the quality of the system design while ensuring that known issues were not carried over into the new system. This allowed for a new design system from the start, which provided a sound basis for future development.**
- **Ensuring the outputs from the system were able to be explained clearly, enabling transparency of reporting at all levels and reducing any duplication of effort.**

This allowed the project to be a catalyst to business change and enlighten understanding amongst customers.



BENEFITS

The following beneficial decisions have been made following the reviews and reengineering:



Revised governance - including establishment of a Business Design Authority which includes Senior Finance Leadership, and will continue through to implementation.



Closer business engagement - our plans and delivery ensured that the business was prepared for the process and system changes through an engagement and communications strategy.



Future-proofing of the system design - our team ensured that the system design did not prevent Highways England from making changes to the system configuration in the future.



Facilitating design changes - over 6 months, we developed closer links between core finance, IT, and the projects community to improve visibility and accountability. This ensured the design of the business process provided optimum delivery.



Coordinated training delivery - with over 5,400 staff over 115 sites. Our training plan and delivery strategy ensured that all staff were trained and prepared to adopt the new system. Over 10 bespoke online training guides and learning packages for the 14 Oracle Fusion modules were created.

Appendix A: Apps and Systems List

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- Project Scope
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SR DATA

Agreed scope of Apps to be configured:

- Single email domain and login to SMA (Production & Test) initially for 200 users
- Microsoft 365
- Microsoft Exchange Online
- Microsoft Teams
- Microsoft OneDrive
- Microsoft Team Live Event
- Connections to existing SMA SharePoint sites
- Microsoft Yammer
- Microsoft Forms
- Microsoft Streams
- Microsoft Bookings
- Microsoft Delve

Appendix B: Key Dependencies

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SR DATA

The project will require the following dependencies to be confirmed and in place by SMA:

- Protocols in place to ensure appropriate engagement with HE and Partners during Covid-19
- Level of security/testing with HE and partner EUD confirmed
- Global Admin access to managed domain for security settings
- Global Admin access to PoC (test) tenancy
- Global Admin access to SMA (production) tenancy

Appendix C: Security Scope

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SR DATA

The scope of security settings for this project will include the following:

Users

- Enforcing Azure Multi-Factor Authentication registration for all users
- Forcing Administrators to use Multi-Factor Authentication
- Block Legacy Authentication protocols
- Requiring all users to perform Multi-Factor Authentication when needed
- Protect privilege access

Email

- Anti-malware
- Anti-spam
- Archiving and Retention Policy
- Basic alerting & auditing

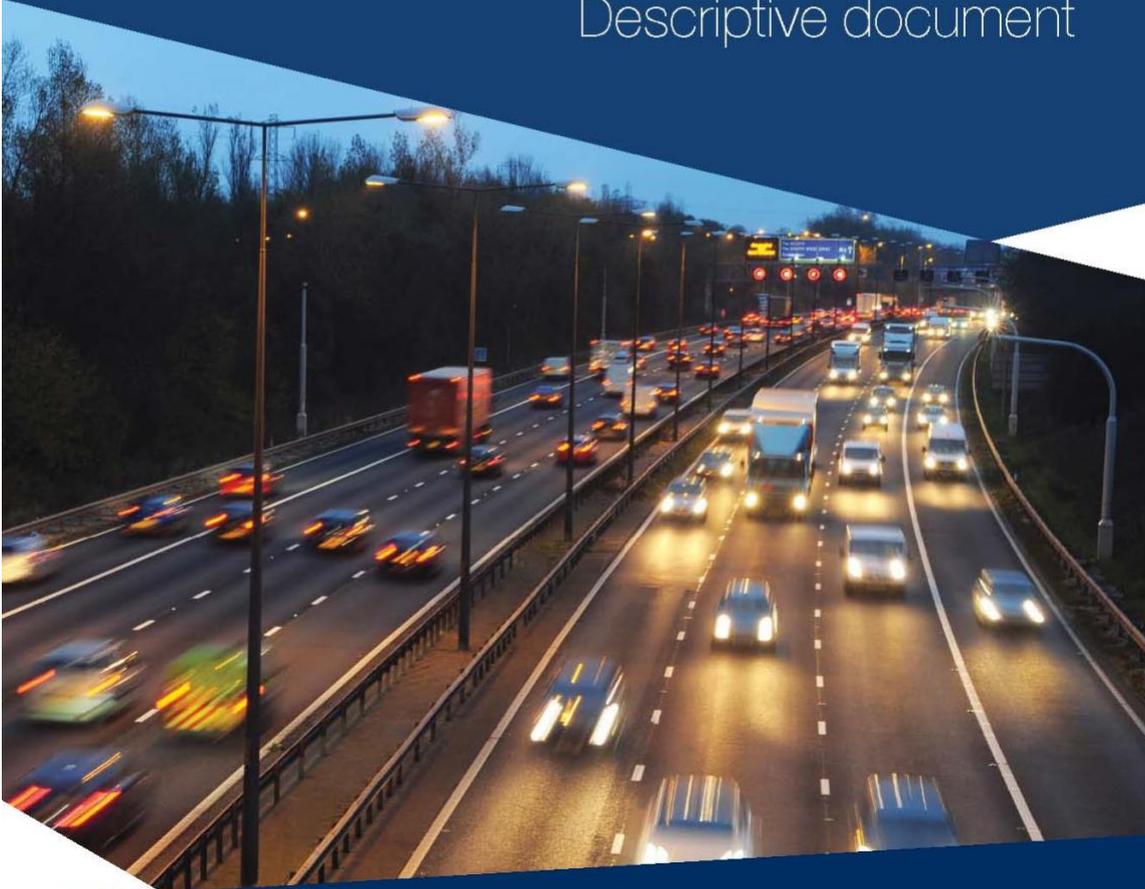
Data

- Block all downloads of files from any device
- Data Loss Prevention for Exchange online, OneDrive
- Archiving

Annex 3 – Smart Motorways Alliance (SMA) Descriptive

Smart Motorways Alliance

Descriptive document



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Introduction

The Smart Motorways Programme is to increase lane capacity on Highways England's strategic road network through embedding roadside technology and converting hard shoulders to all-lane running.

1. This tender descriptive document provides a strategic overview of the Alliance Contract and tender procedure.
2. Highways England is delivering the largest roads investment in a generation and have ambitious objectives to modernise, maintain and operate the strategic road network (SRN). Our work supports economic growth by connecting people and businesses across England, whilst making our roads safer for those using and working on them. Procuring the Smart Motorways Alliance (SMA) (the "Alliance") will enable a step-change in the performance of the Smart Motorways Programme (SMP) over the next 10 years and beyond.
3. SMP is a national programme with the aim to have exemplar performance in terms of safety, cost, time and quality; and to drive standardisation in delivery.

The SMP aspires to:

- Be fully aligned to Highways England's imperatives concerning **safety, customer and delivery.**
- Be part of a principal national programme for delivery of road investment works across the network.
- Lead the development of an integrated approach to deliver improved operational regimes on the network.
- Develop technology and information products in a repeatable and value for money way.
- Pilot technology and information related products which may be developed on the SRN in the future.
- Focus on programmatic thinking to enable a step change in delivery efficiency and reliability of operational performance.
- Package up the SMP's technical expertise in such a way that it can be accessed easily by others.
- Work with the Operations Directorate (OD) to improve the knowledge the SMP has about its assets to enable better decision making in the future.
- Support the implementation of autonomous and connected vehicles to the SRN.

4. Highways England intend to procure the SMP through an alliance model. The Alliance will comprise of Highways England (as the "Client") together with:
 - Six partners (the "Partners"):
 - Three On-Site Assembly Partners
 - Two Digitally-Enabled Design Partners
 - One Production Management Partner
 5. The basis of the contract forming the Alliance will be the NEC4 Alliance Contract 2018 edition (the "Alliance Contract").
 6. However, as Highways England requires potential Partners to tender for a place on individual lots and not as pre-formed consortia for the whole, this technically creates a 'framework' for the purpose of Regulation 33 of the Public Contracts Regulations 2015. Amendments are therefore required to the NEC4 Alliance Contract 2018 to ensure compliance with Regulation 33.
 7. Highways England will do this by introducing a more detailed work allocation process than currently exists under optional X26 of the NEC4 Alliance Contract. This bespoke drafting will avoid the need for mini-competitions between Partners while still complying with Regulation 33 and maintaining the ethos of a pure Alliance model.
 8. In summary, the work allocation process shall be based upon the location of the works and services (having regard to the regions described below) and as far as reasonable, an equitable division of the works and services by value for each lot. There will also be a limited amount of optimisation of this allocation by the Alliance Board. Optimisation proposals are submitted to Highways England for approval. Further details of the work allocation process are set out in Section 4 and shall be set out in the Invitation to Negotiate (ITN).
 9. The form of contract for SMA is referred to as the "Alliance Contract" hereafter. The Alliance Contract will be a single contract document to which each Partner and the Client shall be a party.
- ## Who are we looking for
10. Highways England is not looking for traditional thinking or experience to deliver the SMA. Rather we are seeking companies that can demonstrate their capability to be:
 - **Infrastructure leaders** – with a track record of delivering major infrastructure projects through maximising productivity, innovative thinking, project controls and embedding efficiencies.
 - **Business leaders** – with an ability to harness new technology and methods to transform how road schemes are delivered, exploiting digital design and off-site construction to standardise our product delivery and apply a manufacturing culture to road building.

- **Safety leaders** – leading the necessary behavioural, policy and industry change required to deliver zero harm to all our employee and road users.
- **Collaborative leaders** – willing to break down traditional design and build silo to create an integrated, collaborative environment that is ideas not resource led.
- **Capacity and strategic focus** – companies that have the leadership and resource capacity to meet the needs of a 10 year demanding programme and provide the ongoing focus and leadership needed to drive change.

11. The bullets within paragraph 10 are not intended to be selection or evaluation criteria but represent a high-level summary of those criteria. Please refer to the Selection Questionnaire for the selection criteria. The detailed tender evaluation criteria and methodology will be set out in the ITN. They will fully seek to test your capability to deliver the leadership and business capacity described above to meet the Alliance aspirations.

12. The Alliance aims for (see **Diagram 1** below):

Diagram 1: **The Alliance aims**



13. The Alliance will be procured under the Competitive Procedure with Negotiation (CPN) following the indicative **Timeline 1** below:

Timeline 1

November 2018	OJEU and Selection Questionnaire published
December 2018 - January 2019	Interested parties express interest in tendering by submitting a completed Selection Questionnaire that will demonstrate their ability to meet Highways England's minimum requirements
February - March 2019	Highways England confirms tender shortlist for each lot and tenderers invited to submit initial tenders
May - June 2019	Evaluation and assessment of initial tenders
August - October 2019	Highways England confirms tender shortlist for negotiation and tenderers invited to negotiation and final tender
November - December 2019	Preferred tenderers identified and award

14. This SMA descriptive document has been produced to inform tenderers of the opportunity and to inform expression of interest decision making. It provides the overall key features of the new contract, commercial strategy and performance framework as well as the overview of the procurement selection procedure.

Key features of the model

15. Key features of the Alliance model are set out as follows:
- The Alliance will develop, design and construct the SMP and associated works that supports delivery of Highways England's wider construction and maintenance programme.
 - The Alliance Contract will be based on the NEC4 Alliance Contract using clause X26 with a bespoke work allocation process attached to allocate work and services.
 - An Implementation Plan will form part of the Alliance Contract and within it templates for packages and scheme orders for works and services for individual partners that will form contracts for all works called off from the frameworks.
 - The Alliance members comprises of Highways England and six Partners as detailed in **Diagram 2** (page 8).
 - The Alliance is being formed to deliver part of Road Investment Strategy (RIS) 1 and RIS2 and RIS3 work. There is to be a mobilisation period followed by a core 10 year period where work can be instructed, with a subsequent run-off period to complete any work instructed during the core period which may include propriety work for RIS4.
 - Over the 10 year core period Highways England will release funded packages of work to deliver key programme outcomes. It is envisaged that packages will contain one to five road schemes or specific resource requirements to delivery programme.
 - An individual scope for each of the lots is identified in the contract.
 - The Production Management Partner will be allocated work via packages on a national basis, the Digitally-Enabled Design Partners will be allocated work based on two regions (north and south) and the On-Site Assembly Partners will be allocated to one of three regions (north, Midlands and south).
 - The Partners will be assigned their road region at Contract Award based upon their final ranking and their tender preference in the tender assessment.
 - A central Production Hub will be created in which all members participate to manage, control and deliver the programme.
 - Partners will be collectively responsible and rewarded based upon delivering efficiencies to the Alliance budget (across all lots).
 - Commercial relationship that enables common goals and aligned incentives rewarding out performance.
 - A single Alliance communication strategy.



Diagram 2: Alliance Delivery Model

Contract term

16. The Alliance Contract will have a total term of 10.5 years (including a mobilisation period) subject to completion of final schemes which may be allocated up to the expiry of the term.
17. The extended term, beyond the traditional four year framework, is necessary due to:
 - **Programme uncertainty:** political and budgetary changes will require flexibility over the term to achieve programme outcomes. Schemes have an average life span of three years and businesses have a five year funding cycle. Ten year term thus enables maximum flexibility to manage scheme and budget adjustments.
 - **Upfront investment:** contract model requires initial Partner and Highways England investment in resources and capital to enable medium to long term efficiencies targets. A 10 year period will enable efficiencies and returns to be realised and consequently provides supply chain confidence to invest.
 - **Cultural alignment:** sophisticated alliance models require embedded cultural and people alignment that can only be achieved over a longer period through relationship management and coaching.

- **Market capability:** the market does not have existing capability to fully realise ambitious Alliance objectives. An increased term enables Highways England to embed step change in maturity with Alliance Partners to achieve outcomes.
- **Standardisation:** a longer term contract is essential to realise primary benefit of design standardisation, requiring investment in time, resource and lessons learned.
- **Skills shortage:** infrastructure spend in the UK is forecasted to increase in the next 10 years. In parallel the industry is seeing skills and resource shortages. A longer term contract provides the confidence to support investment in apprenticeships and resources to mitigate this.

Delivery model

18. The Alliance will contain the following key functions:

Production Management

- The Production Management function will lead and co-ordinate a programmatic approach to delivering and optimising the achievement of the Alliance's objectives, through integrating all seven Alliance members efforts (including Highways England) within the Production Hub, to deliver an integrated, efficient, standardised business solution.

Digitally-Enabled Design

- The Digitally-Enabled Design function is responsible for scheme design from initial concept through to delivery and closeout, seeking early involvement from the On-Site Assembly Partners and wider supply chain to support innovation and 'right first time' design.

On-Site Assembly

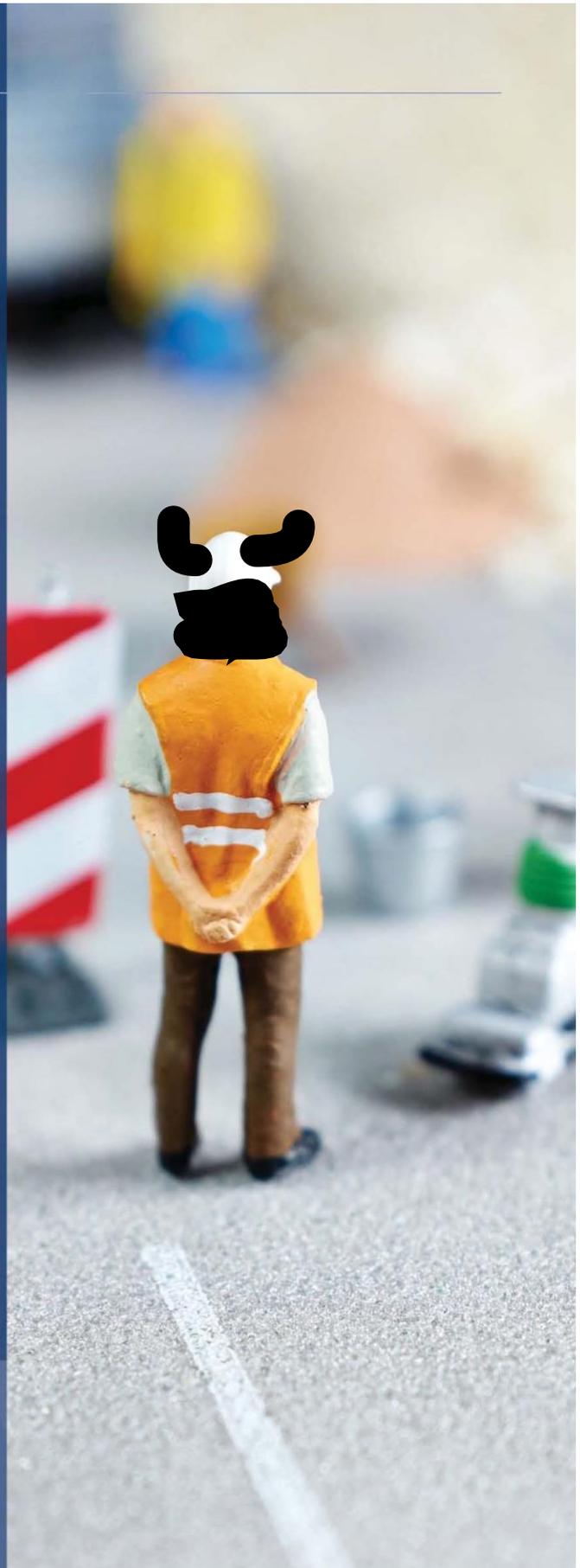
- The On-Site Assembly function is responsible for the on-site aspects of construction works assembly and delivery, interfacing with other members to support efficient and safe design and delivery with predictable cost and schedule outcomes. The On-Site Assembly title has been deliberately selected to emphasise the role of the Partner in developing off-site construction methods and opportunities.

19. The wider supply chain required to deliver activities will be managed from within the Alliance by an integrated Production Hub, deploying resources either directly appointed by Highways England or by the Alliance Partners. A core function of the Production Hub is to implement a category management approach to all supply chain appointments, ensuring collective sourcing and contract management as part of the Alliance.

Behavioural change

20. The Alliance is designed to allow changes to be made to behaviours through a collaborative, value-based delivery model achieved through Partners and supply chain working with Highways England as a single integrated organisation.

- Increasing transparency of performance and delivery
- Building more mature relationships with suppliers at all levels
- Developing our future delivery capability
- Enabling a step change in performance
- Aligning goals

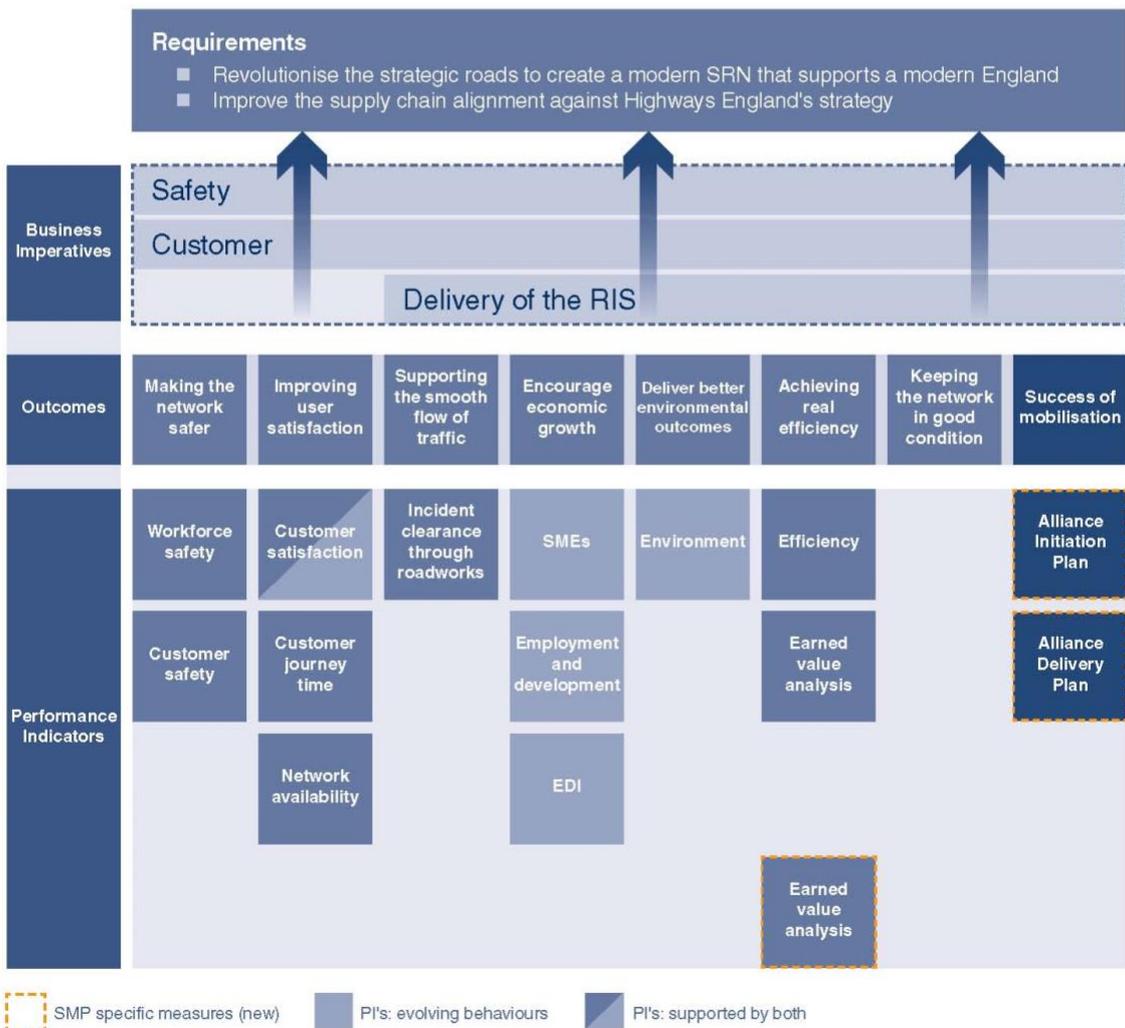


Performance management

21. Highways England will create a minimal client function to provide strategic client leadership to the Alliance. The Client will become a member of the Alliance Board, which will lead and deliver Alliance strategic outcomes.

22. The Alliance Board will manage the performance of the Alliance. Performance of the Alliance will be assessed against a suite of performance indicators aligned to outcomes and the three Highways England strategic imperatives (see Diagram 3):

Diagram 3: **Balanced scorecard and Highways England's targets overview**



23. Performance data is reported to Highways England on a quarterly basis.
24. The minimum performance expectations for the Alliance are defined in the Balanced Scorecard. When the Alliance under performs, at scheme or Alliance level, formal performance improvement processes will commence.
27. The overall scope will include the full life-cycle of a smart motorways scheme from programme development, design and construction. The programme will be managed via a centralised Production Hub, with the Alliance accountable for all aspects of scheme/package delivery.
28. The initial Alliance Delivery Plan (to be published as part of the ITN), focuses on capacity improvements to the motorway network, however, future funding may enable the programme to be expanded to the wider SRN, including carriageways etc.

Scope

Introduction

25. The Alliance's primary scope is to increase lane capacity in the SRN (both motorway and carriageway) through embedding technology and converting hard shoulders to all-lane running; creating a smart road network that can be operated to maximum capacity. As part of converting lanes to all-lane running, the Alliance will be expected to undertake structural, carriageway and drainage re-alignment to ensure scheme can operate safely and effectively.
26. The Alliance is also intended to support the future implementation of autonomous and connected vehicles by working with Highways England's wider technology partners to provide the necessary civil upgrades to the SRN to enable implementation.
29. Where required, the Alliance will also deliver associated construction works to support the wider Highways England programme delivery and collaborative objectives. This may include knowledge transfer or delivering critical road maintenance/renewals as part of the SMP. Associated works will only be delivered where works are adjacent or within the main SMP work area.
30. Over the 10 year period the specific development (supporting programme agreement), design, and build scope will vary depending upon the RIS period (see **Table 1**, page 13).

Table 1: **Alliance Scope**

Alliance Scope	Programme Enabling Work	Design	Construction
Residual RIS1 and RIS2 SMP (2020-2025)	Limited	Subject to Scheme Transition Plan	All
RIS3 SMP (2025-2030)	All	All	All
RIS4 SMP (2030+)	Support Development of RIS4 business case and programme	None	None



Section 1 : Challenging the traditional approach to design and delivery

31. The types of products required to deliver the Alliance outputs are not inherently different to those required in a traditional contract. However, the way that the Alliance members must work to create the products, and by extension the outputs, is expected to be significantly different and evolving.
32. The Alliance model supports a programmatic approach to delivery of SMP, whereby services such as scheduling, logistics planning, category and supply chain management are managed at a programme-level within the Production Hub enabling efficiencies that are not made possible when applying a scheme by scheme approach to design and delivery. A further benefit expected from the new way of working within the Alliance model is the ability to centralise and develop the production management capability across the programme to increase the proportion of construction carried out off-site and minimise time spent on-site.
33. At a day-to-day management level, Highways England will hold the Alliance Board accountable for Alliance objectives. The Alliance Board will then be responsible for enforcing the collective individual performance and delivery of the Partners to Highways England.
34. The Alliance will deliver unique workflows from Highways England's traditional approach to design and delivery of schemes. In the ITN, Highways England will confirm how the programme budget will be set and how the Alliance will plan, design and deliver the programme.

Section 2: Partner scope

35. Resources are required from each Partner to deliver the core scope.

Production Management Partner

36. The Production Management Partner is accountable for the programme-wide management activities within the Production Hub over the term of the Alliance Contract. They will integrate all seven Alliance members within the Production Hub to achieve the Alliance objectives. The outcomes of the Production Hub function include the following, as a minimum:
- Effective day-to-day delivery management of schemes across the programme in accordance with the Alliance policies, strategic plan and delivery plan, such that schemes are delivered safely to time, cost and quality.
 - Timely integration, planning and goal alignment of tier 2 and 3 suppliers within the Alliance programme of work to improve the quality, cost and timeliness of services, supplies and works delivered to the Alliance.
 - Centralised project controls to create a single source of the truth and programme-wide management that enables greater transparency and the ability to leverage economies of scale in commercial arrangements.
 - Integrated resource management and scheduling to maximise the value of time spent on-site and maximise effective resource utilisation across the programme.
 - Collaborative management of risks across the programme that supports early identification of risks, early mitigation and tracking and sharing of mitigation strategies across the programme.
 - Common IT strategy adopted across the Alliance to maximise value of technology used across the programme and enable a single source of the truth.
 - Consistent management and application of change across schemes to enable greater awareness and control of the impact of change.
 - Centralised management of logistics (planning, sequencing) across on-site and off-site project delivery to maximise efficiency through effective inventory movement, plant availability and improved safety by minimising manual handling requirements.
 - Effective management of people and process change and associated communications to enable an integrated and high performing team that makes the Alliance an attractive opportunity for current and future talent across Highways England, Alliance Partner organisations and the supply chain.

- Continuous improvement, innovation and best practice identified at the scheme level and shared across the programme to support consistently high performing and continuously improving teams in both design areas and in all three On-Site Assembly areas.
37. The Production Management Partner acts as a catalyst for integration and collaboration between all seven Alliance members while providing capability in the service areas specifically related to delivery control and coordination and investing in the capability and competence development of Highways England to enable a programmatic approach that supports realisation of the intended benefits of an Alliance model.
38. As such, the Production Management Partner is required to demonstrate proven capability in each of the following, as a minimum:
- Managing and integrating resources from multiple companies to create and sustain effective and efficient programme delivery.
 - Delivering services within the Production Hub in a leadership or supporting role as required.
 - Investing and enhancing the capability and competence of Highways England to manage SMP as an integrated programme.

The Production Hub

39. The Alliance Partners will form a centralised hub to deliver the strategic programme
40. Services within the Production Hub will be resourced by a combination of all Partners and Highways England, include the following as a minimum (see **Table 2** below):

Table 2: **Services within the Production Hub**

<ul style="list-style-type: none"> ■ Production management <ul style="list-style-type: none"> ▪ Continuous improvement and innovation ▪ People change ▪ Process change ▪ Communications ▪ Inventory management and consolidation ▪ Production planning and sequencing ▪ Transport logistics ▪ Plant management 	<ul style="list-style-type: none"> ■ Programme Management Office <ul style="list-style-type: none"> ▪ Master scheduling ▪ Resource utilisation ▪ Resource levelling and smoothing ▪ Programme reporting ▪ Risk management ▪ Change management ▪ Quality management and assurance ▪ Information management and analytics ▪ Technology strategy and architecture
<ul style="list-style-type: none"> ■ Commercial <ul style="list-style-type: none"> ▪ Cost management ▪ Commercial management ▪ Contract management ▪ Estimating ▪ Financial management ▪ Supply chain management ▪ Category management 	<ul style="list-style-type: none"> ■ Delivery <ul style="list-style-type: none"> ▪ Project and programme management



Highways England within Production Hub

41. Highways England as an Alliance Member will fulfil key roles in the Production Hub, for example managing the interface with the wider Highways England business. Highways England staff delivering the SMP will become integrated members of the Production Hub or part of the wider SMP management.

Digitally-Enabled Design

42. The Digitally-Enabled Design Partner is responsible for taking design from initial concept through to delivery and closeout, seeking early involvement from the On-Site Assembly Partners and the wider supply chain to support innovation and 'right first time' design. Digitally-Enabled Design will see Partners re-examining how Highways England deliver the end-to-end solution and realising new, innovative ways of working, which can be incorporated into designs.

43. The role of the Digitally-Enabled Design Partner is to:

- Be accountable for the delivery of the design aspects of the Project Control Framework stages 1-7 including feasibility, outline design, detailed design and close out documentation.

- Manage and promote the use of the Highways England's Rapid Engineering Model (REM) system to better inform our designs and standardise our methods. Running digital rehearsals to test processes and capabilities to deliver 'right first time' and optimised on-site assembly. The supply chain is critical to developing the flexibility, efficiency, and speed to deliver the right product efficiently.
- The REM is a digital approach to automated design. REM is digitally driven and collaboratively enabled in order to accelerate the design of SMP schemes. Through interactions with the parametric tools that generate the REM, the designer can adjust each one of the components in order to create the optimum layout.
- Leverage the capability of the REM and accelerated design thinking to develop standardise designs that minimise repeat design activities and increase 'right first time' design work.
- Develop and apply a consistent approach to design whereby standardised SMP designs are developed for use across all on-site Alliance/construction areas to drive efficiencies across the value chain.

On-Site Assembly Partner

- Being digital is about using data to make better and faster decisions, devolving decision making to smaller teams, and developing much more iterative and rapid ways of doing things. The Alliance's Building Information Modelling (BIM) suite will enable this improvement in terms of speed and accuracy of decision making. All Alliance members will utilise a core BIM suite provided by Highways England.
44. The digitally-enabled design function is resourced by two Design Partners. Each Design Partner is responsible for delivery of the following services, as a minimum:
- Principal designer for their allocated schemes
 - Design knowledge management
 - Surveys (supported by the supply chain and On-Site Assembly Partner)
 - Environmental assessment and design
 - Asbestos surveys
 - Development of standard products
 - Design quality management
 - Statutory and consent management
 - BIM
 - Design Integration
45. The On-Site Assembly Partner is responsible for the on-site aspects of construction works, assembly and delivery, interfacing with other members to support efficient and safe design and delivery with predictable cost and schedule outcomes.
46. The On-Site Assembly function is resourced by three On-Site Assembly Partners. Each On-Site Assembly Partner is responsible for delivery of the following works and services in respect of their schemes, as a minimum:
- Principal contractor
 - Site mobilisation and logistics and safety;
 - Site surveys
 - Environmental assessment and design
 - Temporary traffic management
 - Co-ordinating works with technology partners
 - Management and delivery of construction activities
 - Site performance control
 - Site level engineering
 - Installation and technology commissioning
 - Commission and handover management

Supply chain

47. The supply chain will be managed from within the Alliance Production Hub by an integrated supply chain team along the following principles:

- **Value creation** – extended supply chain categorisation will be based on the value they create and the strategic impact they can bring to the Alliance.
- **Collaboration** – the model will create relationships with suppliers to drive efficiency, collaboration, innovation and productivity, early supplier engagement and joint risk and interface management.
- **Strategic sourcing and category management** – a category plan will be created for both services and goods suppliers to forecast demand and unlock value through an integrated Alliance supply chain.
- **Enhanced capability** – the Alliance will seek to grow supply chain capability and capacity by creating a deep understanding of the supply chain, building resilience, and engaging in long term high performance relationships.
- **Standardisation and innovation** – joint investment with key suppliers to challenge standards, drive innovation and product development.



Section 3: Regional allocation of lots and total lot value

48. Schemes allocated within regional boundaries using regions (see **Table 3** below):

Table 3: **Allocated schemes**

Production Management Partner	Digitally-Enabled Design Partner	On-Site Assembly Partner
National coverage of the Alliance programme	<ul style="list-style-type: none"> ■ North region ■ South region 	<ul style="list-style-type: none"> ■ North region ■ Midlands region ■ South region
Lot range value: £100 - £350 million	Lot range value: £450 - £700 million	Lot range value: £3.8 - £5.95 billion

49. The estimated overall project value set out in the OJEU Notice projects an upper value of £7 billion. This will apply if the SMP is fully funded over the term and thus provides maximum flexibility to the Alliance if future funding is approved.

50. However, applicants should note that the current funding forecast is indicated to be closer to £4.5 billion and this value should be used for applicant forecasting and bid assumptions.

51. Within the ITN shortlisted applicants will be provided with the indicative programme of schemes.

52. Applicants should also be aware of the following key Delivery Plan assumptions concerning the £4.5 billion spend profile (which are not being guaranteed):

- The Delivery Plan has the working assumption of 20 to 25 schemes over the term.
- Where possible Highways England will seek to create equal package sizes by equally splitting work between the two Design Partners (50%) and the three On-Site Assembly Partners (33%) (subject to the work allocation process described next).
- Highways England is seeking to provide an even forecast spend over the period of £450 million per annum.

Section 4: Work allocation

53. The summary of the intended work allocation process in this Section 4 is indicative and Highways England reserves the right to amend the process; such amendments shall be notified to tenderers in the ITN.
54. Once fully mobilised Highways England will agree funding for SMP schemes with the Department for Transport (DfT) and issue as funded packages to Alliance Partners.

Production Management Partner

55. Within the ITN, Highways England will confirm the estimated resource outputs required for the initial period, including mobilisation and first year of Alliance operation.
56. During mobilisation, the Alliance will create a business case for approval by Highways England. Highways England will then issue a package order. The package order will be subject to periodic review and approval. Future package orders will be issued periodically.

Digitally-Enabled Design Partner

57. Design schemes will be allocated to Design Partners in a series of packages. At the conclusion of the tender process, Highways England shall confirm the allocation of the first package of schemes to the two successful Partners (such round of allocation being "Package 1").
58. The second allocation of packages is anticipated to be allocated in 2020 for schemes confirmed in the RIS2 agreement between DfT and Highways England ("Package 2").
59. The third round of package allocation ("Package 3") is anticipated to be in 2025. Each package will have three to five schemes and the packages will be initially allocated according to the Designer Partners allocated region:
 - North region
 - South region
60. Where required, Highways England may issue additional work packages outside of the three planned package orders above, to reflect programme need.
61. Tenderers will provide their lot and region preferences at Selection Questionnaire stage. These preferences will be used at Contract Award to determine how the road regions will be allocated.

62. At Contract Award the tenderer with the highest ranked qualifying total tender score will be awarded their preferred regional package. The remaining region will be allocated to the second ranked qualifying tender. In the event the tender is highest ranked first in two lots, they will be awarded the lot where they have achieved the highest ranked score.
63. The intention is for the volume of work per region to be split equally subject to a tolerance of 40%-60%.
64. Following the initial allocation of packages (by region) to each Design Partner, the Alliance Board will have the opportunity to redistribute schemes or elements of schemes across the packages. This may be to reflect an Alliance Partner core strengths by moving scheme components to the best Partner, or to optimise programme efficiency or capacity. If the Alliance Board wishes to re-allocate a scheme, the Alliance Board shall produce a business case for the optimised scheme package plans for approval by Highways England.
65. In the event that either the Alliance Board does not wish to re-allocate schemes, or agreement to the business cases for the optimised scheme package plans cannot be achieved with unanimous agreement by all of the Alliance members, the schemes will be awarded on the basis of the initial allocation by Highways England.

On-Site Assembly Partner

66. Schemes will be allocated to lot Partners in a series of packages. At the conclusion of the tender process, Highways England shall confirm the allocation of the first packages of schemes ("Package 1").
67. The second round of package allocation ("Package 2") is anticipated to be in 2020 for schemes included in the RIS2 agreement between the DfT and Highways England.
68. The third round of package allocation is anticipated to be in 2025 ("Package 3"). Each package will have between one to five schemes. Packages will initially be allocated based upon defined road regions:
- North region
 - Midlands region
 - South region
69. Where required, Highways England may issue additional work packages outside of the three planned package orders above, to reflect programme need.
70. Tenderers will provide their lot and road region preferences at Selection Questionnaire stage. These preferences will be considered at Contract Award to determine how the road regions will be allocated.

71. At Contract Award the tenderer with the highest qualifying tender score will be awarded its preferred road region. The remaining road regions will be allocated to the second and third ranked qualifying tenderers. In the event the tenderer is highest ranked first in two lots, they will be awarded the lot where they have achieved the highest ranked score.
72. The intention is for the volume of work per region to be split equally subject to a tolerance of 25%-40%.
73. Following the initial allocation of packages (by region) the Alliance Board will have the opportunity to redistribute schemes across packages. This may be to reflect Alliance Partner core strengths by moving scheme components to the best Partner, or to optimise programme efficiency or capacity. The Alliance Board produce Business Cases for the optimised scheme package plans for approval by Highways England.
74. In the event that either the Alliance Board does not wish to re-allocate schemes OR unanimous agreement to the business cases for the optimised scheme package plans cannot be reached by all of the Alliance members, the schemes will be awarded on the basis of the initial allocation by Highways England.



Commercial strategy

Commercial drivers and objectives

75. The main objective of the commercial model is to create a delivery environment with a shared programme budget and risk profile which links fee (overhead and profit) to collaborative and efficient performance and delivery of Highways England's key programme objectives.
76. A programmatic approach will encourage standardisation of the smart motorway product and improve the economic and efficient delivery of each scheme and RIS programme. Providing suppliers with greater visibility of future work will increase incentive to invest in innovative production techniques and building capability.
77. The key objectives of the commercial model are therefore to:
- Break the traditional link between turnover and fee.
 - Align the Partners commercial incentives to Highways England's outcomes.
 - Drive collaboration through shared objectives.

- Improve Partner returns by delivering solutions that drive down cost below the Alliance budget.
- Incentivise the Partners to collaborate effectively with Highways England and each other to mitigate underperformance by sharing knowledge and resources in an open-book environment.
- Provide the Partners confidence in the contractual budget and create sustainable risk and reward profile.
- Improve cost certainty and collective ownership of outcomes.

Alliance budget

78. The Partners will be incentivised against the Alliance budget for the delivery of the programme. The Alliance budget will include an estimate of all Alliance costs, (utilising cost intelligence and industry benchmarking) resources and Partner's fee.
79. All foreseeable delivery risks will be included within the Alliance budget. Adjustment to the Alliance budget is only envisaged with changes to high level Highways England requirements.
80. Highways England will provide details of the quantum, pricing methodology and estimating assumptions on which the Alliance budget is based during ITN procurement stage.

Incentive model and fee

81. The key objectives are:

- Incentivisation at Alliance level only with a positive reward model to encourage outperformance.
- Regular recovery of return to the Partners.
- Portion of return subjected to performance criteria.
- Sustainable risk profile with financial liability capped for the Partners.

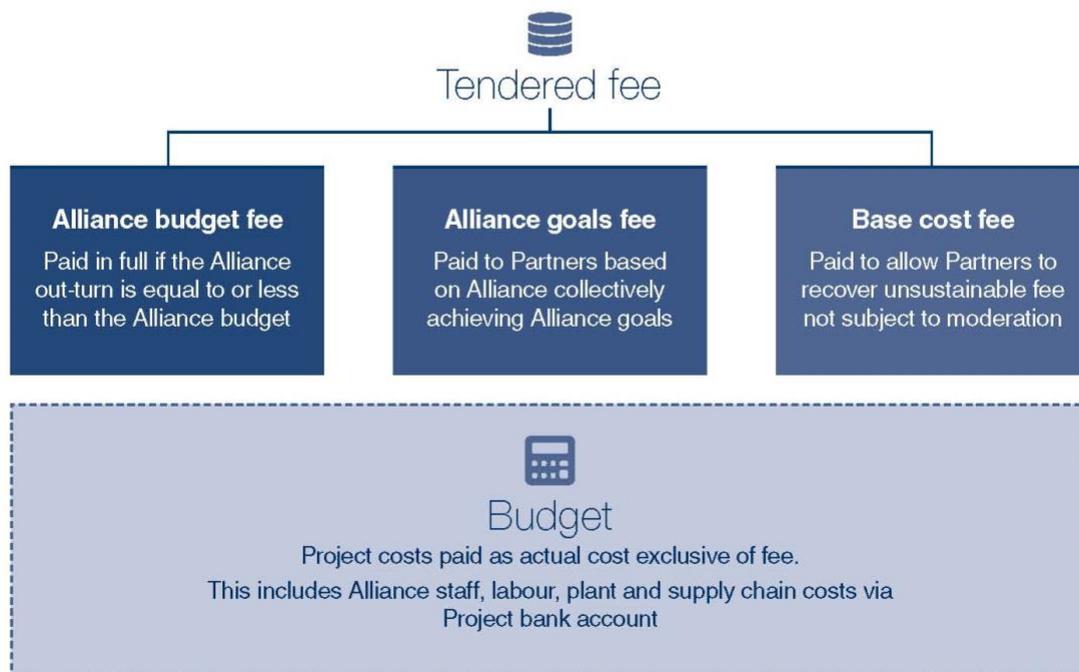
82. The Alliance commercial model is set up to allow the Partners to recover a guaranteed proportion of their fee and attain remaining proportions based upon their ability to perform in accordance to the Alliance budget and other defined objectives, (see **Diagram 4** below).

83. The Partners will be able to earn an additional return through a capped proportion of gain share against the Alliance budget, in circumstances of budget outperformance (underspend).

84. The distribution of all portions of the fee payments to each Alliance Partner will be in proportion to the earned value achieved.

Diagram 4: **Commercial model showing how fee is recovered**

Suppliers single fee percentage based upon initial expectations of workload, aggregated to an Alliance lump sum and will comprise of three sections:



Procurement selection and award criteria

- 85. All procurement documents will be issued and received via Highways England's electronic tendering portal Bravo. All selection stage questions relating to the tender must be made direct via the Bravo site, and any direct approaches to Highways England's staff will be seen as a breach of protocol and may result in the tender being excluded.
- 86. If tenderers require any assistance in registering for Bravo or accessing the system please contact the procurement officer (Mick Howell) by emailing: **smpprocurement@highwaysengland.co.uk**. Other queries should be raised by following the steps set out in the Selection Questionnaire guidance.
- 87. All tenders will be evaluated against Highways England's imperatives (see **Table 4** below) and the six key Alliance enablers. Tenderers will need to demonstrate how they will deliver these imperatives enablers.

Table 4: **Highways England's imperatives**

Highways England's imperatives	
Safety	
Customer service	
Delivery	Evaluation criteria <ul style="list-style-type: none"> ■ Technical leadership ■ Collaboration leadership ■ Commercial leadership ■ Corporate and leadership capacity

- 88. These imperatives and evaluation criteria will be tested at the ITN stage of the procurement process using different methods to ensure that Highways England is able to select the right Partners, who demonstrate the right behaviours at the right cost.
- 89. Tenderers will be required to tender individually for their roles in the Alliance through separate lots. Highways England will evaluate each potential Alliance Partner separately in order to select “best for task” Partners for each Alliance role.
- 90. The commercial outcome of the procurement exercise will be one Alliance Contract under which the Alliance Partner will be required to operate as a single integrated team, including the flexibility to re-allocate work between them in circumstances of poor performance or inability to deliver. Procuring Partners in separate lots will also allow Highways England to retain the ability replace or suspend Partners for poor performance as necessary.
- 91. **Table 5** confirms the shortlisting procedure that will be applied for this procurement:
- 92. Tenderers will be permitted to express an interest in all lots but will only be permitted to submit initial tenders for a maximum of two lots.
- 93. The maximum lots a tender can win is one.
- 94. Tenderers should refer to Selection Questionnaire guidance for rules regarding competing in more than one lot or bid team.
- 95. To maximise tendering efficiency the following procurement procedure has been developed:

Stage 1: Qualification

- 96. Tenderers will submit a completed Selection Questionnaire as their expression of interest in tendering. A shortlist will be developed for each lot.
- 97. The Selection Questionnaire follows the PAS 91 standard approach with a limited number of Highways England specific additional questions. It focuses on a tender's corporate governance, financial capacity and technical capability to meet Highways England's required technical standards and experience.

Table 5: **Shortlisting procedure**

	Stage 2: Outline tender (min to max)	Stage 3 and 4: Final tender (min)
Lot 1	3 - 5	2
Lot 2	6 - 8	4
Lot 3	6 - 12	6

Suppliers will be invited to tender only in a maximum of two of the lots for which they have been shortlisted.

98. For Lot 2 and 3 Highways England will make full use of the Constructionline system for those suppliers that are registered on it.
99. Highways England seeks responses to three specific requirements questions in Part 4 of the Selection Questionnaire will cover health and safety, customer and technical and professional ability.
100. Tenderers will be required to submit a total of **six case studies for each lot**. These questions will be scored against criteria outlined in the Selection Questionnaire guidance document and tenderers will be ranked according to these scores, providing they have passed all mandatory questions in Part 3.

Stage 2: Initial tender

101. Shortlisted tenderers in each lot will be invited to submit an initial tender composed of three distinct elements:

- Quality submission – scored
- Policy submission – not scored
- Price submission – compliance only at this stage but see below

102. The successful tenderers shall be awarded a place in the Alliance on the basis of the most economically advantageous tender on an overall **70% quality and 30% price** ratio.

103. However, the returned initial tenders will only be scored in respect of the quality submission. Initial pricing submissions will be required but not scored at this stage. The initial tender and subsequent shortlisting will act as a minimum quality threshold. The initial tender (Stage 2) will also confirm tender's compliance with contract conditions and commercial assumptions.

104. The detailed price assessment criteria include assessment of fee, resources and works costs will not be scored until after submission of final tenders (see below).

105. Further details of the evaluation weighting will be provided in the ITN.

106. The policy statement will include Highways England's policies which the tenderers will be required to agree to; the policies will be assessed for compliance only.

107. Stage 2 will focus on assessing the tender's ability to offer a quality solution that will deliver and exceed contract objectives which will be divided into four distinct parts:

- **Part 1 – Technical leadership**
Assessing the tender's technical leadership to deliver their defined scope.
- **Part 2 – Collaborative leadership**
Assessing the tender's proposals to work in the Alliance collaborative environment to deliver Alliance objectives.

- **Part 3 – Commercial leadership**
Assessing the tender's commercial proposals, risks, resilience and efficiency programme.
- **Part 4 – Capacity management**
Assessing the tender's proposals in terms of ability to meet the resource and leadership needs of the Alliance over the contract period.

108. Part 3 of the quality solution will also include an evaluation of the collaborative leadership of the tender through a number of structured interviews of the tenderers leadership, delivery and supplier teams to test for cultural and business alignment to Alliance objectives. The interviews will be led by independent behavioural psychologists working alongside suitably qualified Highways England personnel.
109. The combined results of the final written and collaborative assessment will result in the final quality score, producing a ranking of tenderers for each lot. Full details of the written and collaborative assessment procedure will be confirmed in the ITN tender documentation.

Stage 3: Negotiation

110. Details of the areas for negotiation, together with the areas which will not be subject to negotiation, will be set out in the ITN tender documentation.

111. Following initial tender submission, Highways England will invite the further shortlisted tenderers to participate in this stage.
112. During negotiations, Highways England will not change its underlying minimum requirements or the evaluation criteria for final tenders as set out in the ITN.
113. All Partners will be required to sign up to the same contract terms although they will have separate scopes for each lot.
114. Highways England reserves the right not to negotiate and progress directly to Stage 4, subject to commercial assessment.

Stage 4: Final tender

115. Negotiations shall conclude at the point determined by Highways England when it is satisfied that it will have a sufficient number of proposals capable of acceptance for each lot.
116. Following negotiations Highways England will invite final tenders from all tenderers who participated in Stage 3. Final tenders will be submitted based on outcomes of the negotiation stage and the evaluation criteria will be reapplied to the final tenders.
117. The final tender assessment will primarily focus on the price and sustainability assessment, with price models fully tested and analysed.

118. Following assessment the preferred tenderers will be identified in accordance with the rules below.

- Tenderers will be ranked in each lot from highest to lowest based on the total tender score.
- If tenderers are tied on the same score then the tender with the highest quality score will initially take precedence in the ranking for that lot. If tenderers are still tied then the tender with the highest marks for the cultural assessment will take precedence in the ranking.
- Where a tender achieves the top score in two lots they will be awarded the lot in which they achieved the highest score. Only if they achieve the same score for both lots will their lot preferences be used to determine which lot the tender shall be appointed preferred tenderer for.

119. The contracts shall be awarded following any conclusion of any final drafting clarifications.

Contract specification and terms

120. The key features of the Alliance Contract are:

- An Implementation Plan will include template forms for package and scheme orders for works and services for individual Partners and no work will be awarded to the Alliance (which is not a legal entity). All the various orders will need to be delivered to an Alliance budget which will be updated for (Package 2) and (Package 3) and potentially for any associated schemes.
- Post-contract, Highways England will use Option X26 to introduce new packages into the Alliance according to the Partners defined region and scope. The Alliance Board can optimise the package allocation in accordance with the allocation procedure and unanimous Alliance Board approval. Subsequently Highways England will award the package including the agreed contract data to relevant Partners.

121. **NEC4 Alliance Contract data**

- The contract data will be populated as far as possible when the Alliance Contract is awarded. It will then be updated to include the agreed details if and when services and works are instructed.
- It is proposed to include a single “Contract Data Part 1” and six separate “Contract Data Part 2”. Each Contract Data Part 2 will be completed by one of the individual Partners relevant to the different lot it has been appointed for.

122. **Lot Scope**

- The “Scope” document in the Alliance Contract will specify and describe the work procured under each lot and will include Highways England’s technical and performance requirements in respect of this work. Each lot will have a defined scope of works and services, The “Scope” also sets out the practical and other “constraints” within which the work is to be carried out. Work may be re-allocated within a lot but only in the circumstances summarised under work allocation above.

123. Implementation Plan

- The Alliance Contract anticipates that the operation and management of the Alliance will be set out in an “Implementation Plan” forming part of the Alliance Contract. This will include detailed provisions and guidance on: the governance of the Alliance; decision making within the Alliance; management of the Alliance, the Alliance supply chain; insurance; performance and quality management; common systems and processes; mobilisation plan; transition plan; allocation of work and changes to membership of the Alliance. Under the Alliance Contract the Alliance Board is able to amend and supplement the Implementation plan during the life of the Alliance.

124. The intention in drafting is to preserve as much of the core principles of the NEC4 Alliance Contract as feasible in light of Highways England's requirements. Some amendments to the contract will be required to reflect:

- Highways England's particular requirements for its Smart Motorways Programme, reflected in amendments to the roles, responsibilities and management of the contract to reflect Highways England's governance for a new Alliance model.
- Highways England's standard processes reflected in amendments in relation to eg conflict of interest.
- Highways England's status as a public sector procurer, reflected in amendments in relation to eg the Freedom of Information act and other.

125. The impact of such changes is set out in summary form (see **Table 6**, page 34) and the detail will be provided within the ITN.

Table 6: **SMA proposed treatment**

Alliance Contract	Smart Motorways Alliance proposed treatment
1. General	Some amendments to reflect Highways England's requirements, in particular updating definitions used throughout that are specific to SMA.
2. The Alliance's main responsibilities	Some amendments to reflect the three lot procurement structure and Highways England's governance. There will also need to be changes to the Alliance Board's decision-making powers to reflect Highways England's obligations to manage and control public funds.
3. Time	There will be some minor amendments to reflect the three lot procurement structure.
4. Quality management	Amendments for control of the way defects will be managed and to be aligned with Highways England's standard supply chain requirements of all suppliers.
5. Payment	Significant amendment will be required to reflect the detailed commercial model and Highways England's approach to managing commercial tension across the programme.
6. Compensation events	It is anticipated that there may be significant change to this section of the contract to reflect the governance commitment to the DfT that the Alliance budget, once set, will only be altered in specific and restricted circumstances. This will need to be reviewed and balanced by market responses.
7. Title	Significant amendments are not anticipated.
8. Liabilities and insurances	Significant amendment to the NEC4 base position is required to reflect Highways England's public sector accountability eg the reintroduction of responsibility for latent defects by individual Partners. Highways England's intention is to confirm Partners ability to provide insurances at the required levels that are stated in the Selection Questionnaire.

Alliance Contract	Smart Motorways Alliance proposed treatment
9. Termination, resolving and avoiding disputes	<p>Highways England will include a right to terminate at will as is standard. A clause will be included that Highways England may activate at the end of the RIS2 period to end the Partners' involvement with RIS3 while requiring them to deliver RIS2 schemes until complete.</p> <p>The dispute resolution mechanic will follow the standard NEC4 contract with amendments in respect of the independent expert and Highways England retaining a veto on references to the independent expert.</p>
Option X	Will be confirmed in ITN.
Option Y	<p>Y(UK)1 – Project Bank Account – will be used.</p> <p>Y(UK)2 – Housing Grants, Construction and Regeneration Act 1996 – will apply.</p> <p>Y(UK)3 – Contracts (Rights of Third Parties) Act 1999 – not applicable to the Alliance.</p>
Option Z	<p>Highways England's mandatory Z clauses have been reviewed for applicability to an Alliance Contract and will be used with adaptations where relevant.</p> <p>Other Z clauses may be introduced to address Highways England's requirements of the smart motorways programme.</p>

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