



# **TERM SERVICE DELIVERY AGREEMENT**

## (NEC PROFESSIONAL SERVICES CONTRACT)

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

TILLO	400					
THIS	$\Lambda \Lambda \Lambda \Gamma D$	$  \sim$ $\Lambda$	10	$m \cap d$	0	OD
				10.00		

26/9/2024

### BETWEEN

Department for Work and **Pensions** 

Consultant

Perfect Circle JV

whose registered office is

Address for 1 Hartshead Square Sheffield S1 2FP

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

Telephone REDACTED

Telephone

REDACTED

electronic

Address for

REDACTED

FOR THE SERVICES OF

Multi-disciplinary design consultancy services for Work Place Transformation Programme

**Commission Name** 

Commission No.

Work Place Transformation Programme - Option G

AS 1 TBC





### Introduction

### **NEC3 Professional Services Contract – Option G**

This Delivery Agreement incorporates the NEC 3<sup>rd</sup> edition Professional Services Contract April 2013 (the **NEC3 Professional Services Contract).** 

Any subsequent amendments to the NEC3 Professional Services Contract shall apply to this Model Delivery Agreement, if agreed in writing by Scape and the Partner, but shall only be incorporated into Delivery Agreements executed after such amendments are published and their inclusion has been agreed accordingly with Scape.

The following rules apply to the incorporation of clauses into a Delivery Agreement:

- The contract clauses are varied by the incorporation of option clauses, or a Z clause.
- b) The Client has sole discretion to the choice of Contract Option and Secondary options as noted
- The Client shall act as the *Employer* in this contract
- d) The 'Client Proposed Appointment Charge' from the Framework Commercial Model is shown as the 'Employer Proposed Appointment Charge' in this agreement
- The task schedule must include the appropriate components of the Framework Commercial e) Model uplifted in accordance with the Framework Agreement, e.g. using the Uplift Percentage appropriate to the forecast value of the Delivery Agreement
- staff rates must include the appropriate rates for the Service drawn from the Framework Commercial Model and uplifted in accordance with the Framework Agreement e.g. for regional adjustment factor appropriate to the location of services delivered under the Contract and the Uplift Percentage appropriate to the forecast value of the Delivery Agreement

#### Whereas:

This Delivery Agreement is made pursuant to the Framework Agreement dated 29th January 2021 made between Scape Procure Limited and the Perfect Circle JV Ltd (the 'Framework Agreement') and incorporates those provisions of the Model Delivery Agreement set out in the Framework Agreement.

When using this Delivery Agreement, the Partner and Client (as stated in the Framework Agreement) are the parties named as 'Consultant' and 'Employer' respectively.

#### IT IS AGREED as follows:

#### The Consultant's Obligations

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

#### 2. The Employer's Obligations

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





## **Contract Data and Service Information**

### Information provided by the Parties

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

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

### **Main Contract Data:**

General Project Information,

Clauses Applicable to Main Options and Secondary options where applicable,

Data Pertaining to Optional (X) Clauses,

Y Clauses and Z Clauses where applicable.

Contract Data Provided by the Client:

Contract Data Provided by the Consultant:



## Additional Contract Data provided by the parties.

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

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

Ref	Item Description	Attach
001	Service Request Proposal	
Doc 1	Client's Requirements and scope for WTP PMO Services	
Doc 2	WTP Additional Roles Scope of Services	

Continues





## **Contract Data and Service Information**

## Additional Contract Data provided by the parties.

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

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

Ref	Item Description	Attach
Doc 3	New Z Clauses	
Doc 4	Offshoring Clauses	
Doc 5	Client Acceptance of Schedule 6 Clause 3	



Χ



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

Executed as a deed for and on behalf of	)
Department for Work and Pensions	)
by	)
	Authorised Signatory
	REDACTED
	Full name
	Position/title
	Witness/Authorised Signatory
	REDACTED
	Full name
	REDACTED
	Position/title
	Address
Entertain the Land House Land Holland	,
Executed as a deed for and on behalf of Perfect Circle JV Ltd	)
by	)
OR	Authorised Signatory
Executed as a deed by	Authorised Signatory
as attorney for	Evil name
Perfect Circle JV Ltd under a power of attorney	Full name
dated	
In the presence of:	
	Witness
	Full name
	Position/title
	Address



#### **Appendix 1**

#### Contract Data: Part One - Data provided by the Employer

1. General

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

• The Employer is

Name: Department for Work and Pensions
Address: 1 Hartshead Square Sheffield S1 2FP

Telephone: REDACTED
E-mail address: REDACTED

• The Adjudicator is

Name: Not named

Address: N/A
Telephone: N/A
E-mail address: N/A

- The services are Multi-disciplinary design consultancy services for Workplace Transformation Programme
- The Scope is in the Service Request Form annexed to this contract
- The language of this contract is English
- The law of the contract is the law of England and Wales
- The period for reply is 2 weeks
- The *period for retention* is **12** years following Completion or earlier termination
- The Adjudicator nominating body is the Royal Institution of Chartered Surveyors
- The tribunal is the Courts
- The following matters will be included in the Risk Register;
  - o To be agreed at Task Order level

Optional clause 13.9 — electronic communication **does** apply.



### Appendix 1

- 2. The Parties' main responsibilities
  - The Employer provides access to the following persons, places and things

access date	
Receipt of Task Order	
	Receipt of Task Order  Receipt of Task Order  Receipt of Task Order

#### 3. Time

- The starting date is 01/10/2024
- The Consultant submits revised programmes at intervals no longer than monthly, unless there are no changes to the latest submitted programme.
- 4. Quality
  - The quality policy statement and quality plan are provided within 2 weeks of the Contract Date.
  - The defects date is 52 weeks after Completion of the whole of the services.
- 5. Payment
  - The assessment interval is monthly
  - The currency of the contract is the pound sterling

The *interest rate* is **REDACTED** per annum above the base rate in force from time to time of the Bank of England.

- 6. Indemnity, insurance and liability
  - The amounts of insurance and the periods for which the Consultant maintains insurance are

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



#### Appendix 1

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

- The *Employer* provides the following insurances
- Insurance for all existing buildings and property existing within the Site or at the sole discretion of the *Employer* he may elect to 'self-insure' such existing buildings and property and in doing so accepts all of the *Employer*'s associated risks arising out of or in relation to such 'self-insurance.' In accordance with an Employer's decision to 'self-insure' they do not accept any additional insurance premium/cost from the *Consultant*. The *Consultant* is to assume the *Employer* insures or "self-insures" as set out above and if this is not the case the *Consultant* will have the opportunity to price for providing these insurances.

The *Consultant's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters is limited to **REDACTED** in the aggregate.

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

N/A at service request stage	
	The amount and basis of professional indemnity insurance provided by the Subconsultant(s).

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

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

The completion date for the whole of the services is 31/05/2025

If no programme is identified in part two of the Contract Data

The Consultant is to submit a first programme for acceptance within 4 weeks of the Contract

Date. If the Employer has identified work which is to meet a stated condition by a key date

• The key dates and conditions to be met are:

condition to be met	key date
None	



#### Appendix 1

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

The period for payment is 14 days i.e.

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

If the Employer states any expenses

The expenses stated by the Employer are

Item	amount	
None unless stated in individual Task Orders		

#### If Option G is used

- The Consultant prepares forecasts of the total Time Charge and expenses at intervals no longer than 4 weeks.
- The exchange rates are those published in to be agreed on a commission specific basis on (date) If

#### Option X1 is used

- The *index* is the Framework index: the BCIS Labour Cost Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors.
- The base date for indices is 5<sup>th</sup> January

If Option X2

• The law of the project is the law of England and Wales

#### If Option X8 is used

• The collateral warranty agreements are

agreement reference	third party
Subcontracts	Employer

The forms of the *collateral warranty agreements* are set out in the Framework Agreement

### If Option X18 is used

 The Consultant's liability to the Employer for indirect or consequential loss for all matters other than Cladding Claims is limited to

REDACTED

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

- The Consultant's liability to the Employer for Defects that are not found until after the defects date is
  - REDACTED



### Appendix 1

The end of liability date is 12 years after Completion of the whole of the services.

If Options Y(UK)3 is used

• Term person or organisation

None None

Optional clause Z4.0 - Information Modelling does/does not apply



#### Appendix 1

#### Option Z: ADDITIONAL CONDITIONS OF CONTRACT

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

#### **New Z clauses:**

#### Z1.2 Insert a new clause 1.2:

"The Security Requirements set out in "Contract Schedule 1 – The Statement of Requirements and Scope – Annex 2 will apply." "Perfect Circle's (PC) Business Management System (BMS) is certified to ISO 9001, 45001, 44001 and Constructionline. In addition, the PC BMS is aligned to ISO 27001 and its scope is included within third party audits which are undertaken in our Head Office which we co-share with Pick Everard whose BMS is certified to ISO 27001. Perfect Circle also has Cyber Essentials and Cyber Essentials Plus certification. **REDACTED**, who is Perfect Circles Head of Central Framework Team, oversees all third-party certification for Perfect Circle as well as Pick Everard. Perfect Circle will operate the appointment in accordance with DWP's Security Policy and shall procure that any Sub-consultant (Gleeds Cost Management and Del Bosque) shall comply with ISO/IEC 27001 in relation to the services during the Contract." The Contract Schedule 1 – The Statement of Requirements and Scope is attached under Doc 1.

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

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

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

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

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

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

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

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

#### Appendix 1

### Add New Z Clause 222 - Off Shoring

#### **Protection on Information**

The Contractor and any of its Sub-contractors, shall not access, process, host or transfer Authority Data outside the United Kingdom without the prior written consent of the Authority, and where the Authority gives consent, the Contractor shall comply with any reasonable instructions notified to it by the Authority in relation to the Authority Data in question. The provisions set out in this paragraph shall apply to Landed Resources.

Where the Authority has given its prior written consent to the Contractor to access, process, host or transfer Authority Data from premises outside the United Kingdom: -

- a) the Contractor must notify the Authority (in so far as they are not prohibited by Law) where any Regulatory Bodies seek to gain or has gained access to such Authority Data;
- b) the Contractor shall take all necessary steps in order to prevent any access to, or disclosure of, any Authority Data to any Regulatory Bodies outside the United Kingdom unless required by Law without any applicable exception or exemption.

#### **Z1.0 Core Clause amendments**

#### 1 General

- 11.2 (2) Add further bullet point:
  - 'provided or procured all Collateral Warranties which the *Consultant* is then obliged under this contract to provide or procure.'
- 11.2(13) At the end of the sentence add:

'Appropriately spent excludes time;

- spent on activities included within the Commercial Inclusions Tables contained in the Pricing Procedures of the Framework Agreement,
- not justified by the Consultant's accounts and records.
- that should not have been paid to a Subconsultant or supplier in accordance with its contract,
- was incurred only because the Consultant did not
  - follow an acceptance or procurement procedure stated in the Scope,
  - give an early warning which the contract required it to give or
  - give notification to the *Employer* of the preparation for and conduct of an adjudication or proceedings of a tribunal between the *Consultant* and a Subcontractor or supplier,

#### and the cost of

- activities included under the Employer Proposed Appointment Charge of the Framework Agreement,
- correcting Defects after Completion,
- correcting Defects caused by the Consultant not complying with a constraint on how it is to Provide the Service stated in the Scope,



#### Appendix 1

- for staff not used to Provide the Service (after allowing for reasonable availability and utilisation), and
- preparation for and conduct of an adjudication or proceedings of the tribunal between the Parties.'
- 11.2(20) Delete the second bullet point and replace with:

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

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

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

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

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

- 11.2 (28) Insert a new clause 11.2(28): 'Data Protection Legislation means:
  - i. the UK GDPR (as that term is defined in the Data Protection Act 2018) ) and any applicable national implementing laws as amended from time to time; and
  - ii. all applicable law about the processing of personal data and privacy.'
- 11.2 (29) Insert a new clause 11.2(29):

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

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

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

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

'Cladding Claim shall mean any claim in respect of:

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

12.4 Insert at the end:

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

12.5 Insert a new clause 12.5:

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



### Appendix 1

13.9 Insert a new clause 13.9:

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

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

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

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

#### **Data Protection**

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

- 19.1. Without prejudice to the generality of clause 19.1, both Parties will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of any Personal Data to each other for the duration and purposes of this agreement.
- 19.2. Without prejudice to the generality of clause 19.1, the *Consultant* shall, in relation to any Personal Data processed in connection with the performance by the *Consultant* of its obligations under this agreement:
- 19.2.1. Process that Personal Data only on the written instructions of the *Employer* and only as required for the purpose of the performance of this agreement;
- 19.2.2. Ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the *Employer*, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it):
- 19.2.3. Ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- 19.2.4. Not transfer any Personal Data outside of the European Economic Area;



#### Appendix 1

- 19.2.5. Assist the *Employer*, at the *Consultant's* cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 19.2.6. Notify the *Employer* without undue delay on becoming aware of a Personal Data breach;
- 19.2.7. At the written direction of the *Employer*, delete or return Personal Data and copies thereof to the *Employer* on termination of the agreement; and
- 19.2.8. Maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the *Employer* or the *Employer*'s designated auditor.
- 19.3. The *Employer* does not consent to the *Consultant* appointing any third-party processor of Personal Data under this agreement.'
- 2 The Parties' main responsibilities
- 21. Amend as follows:
- 21.2 Delete and replace with:

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

21.5 Insert a new clause 21.5:

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

21.6 Insert a new clause 21.6:

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

24.5 Insert a new clause 24.5:

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

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



### Appendix 1

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

#### 24.6 Insert a new clause 24.6:

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

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

#### 26 Insert a new clause 26:

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

#### 5 Payment

50.3 Insert at the end of the second bullet point:

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

51.6 Insert a new clause 51.6:

'In addition to any other legal rights and remedies of the *Employer*, with the exception of when the *Consultant* is novated to a contractor under the *conditions of contract*, whenever any sum of money is recoverable from or payable by the *Consultant* under this contract that sum may be deducted from any sum then due, or which at any time thereafter becomes due to the *Consultant* under this contract provided that the *Employer* notifies the *Consultant* in writing not later than three days before the final date for payment of the amount to be paid and the basis on which it is calculated.'

#### 6 Compensation events

63.10 At the end of the sentence add:

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

63.19 Insert a new clause 63.19:



#### Appendix 1

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

#### 8 Indemnity insurance and liability

81.1 Amend the insurance table:

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

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

- 83 Insert a new clause 83: Insurance policies
- 'Before the *starting date* and on each renewal of the insurance policy until the *defects date*, the *Consultant* submits to the *Employer* for acceptance certificates which state that the insurance required by the contract is in force. After the *defects date* and on each renewal of the insurance policy until the end of the periods stated in the Contract Data for which insurance is to be maintained, the *Consultant* submits to the *Employer* for acceptance certificates which state that insurance required by this contract is in force. The certificates are signed by the *Consultant's* insurer or insurance broker. The *Employer* accepts the policies and certificates if the insurance complies with the contract and if the insurer's commercial position is strong enough to carry the insured liabilities. The *Employer's* acceptance of an insurance certificate provided by the *Consultant* does not change the responsibility of *Consultant* to provide the insurances stated in the Contract Data.
- 83.2 The Parties comply with the terms and conditions of the insurance policies which they are a Party.'
- 84 Insert a new clause 84:

#### If the Consultant does not insure

- 64.1 'The *Employer* may insure an event or liability which the contract requires the *Consultant* to insure if the *Consultant* does not submit a required certificate. The cost of this insurance to the *Employer* is paid by the *Consultant*.'
- 85 Insert a new Clause 85:

#### Insurance by the Employer

- 65.1 'The *Employer* submits certificates for insurance provided by the *Employer* to the *Consultant* for acceptance before the *starting date* and afterwards as the *Consultant* instructs. The *Consultant* accepts the certificates if the insurance complies with the contract and if the insurer's commercial position is strong enough to carry the insured liabilities.
- The *Consultant's* acceptance of an insurance certificate provided by the *Employer* does not change the responsibility of *Employer* to provide the insurances stated in the Contract Data.
- The *Consultant* may insure an event or liability which the contract requires the *Employer* to insure if the *Employer* does not submit a required certificate. The cost of this insurance to the *Consultant* is paid by the *Employer*.'
- 90.5 Insert a new clause 90.5:

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

90.5 'The *Employer* may terminate the *Consultant*'s obligation to Provide the Service if any of the provisions of regulation 73(1) of The Public Contracts Regulations 2015 apply.



#### Appendix 1

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

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

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

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

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

#### **Z2.0 Secondary Option Clause amendments**

#### **OPTION X1: Price adjustment for inflation**

Staff rates are fixed at the Contract Date and are not variable with changes in salary paid to individuals.

#### X1.1 Price Adjustment Factor

Delete clause and replace with the following:

#### **Defined Terms**

- (a) The **People Rate Prices** are the Time Charge for items described as time based on the Task Schedule and the lump sum price in the Task Schedule for each other item that are derived from the People Rates (or alternative rates agreed for inclusion during the establishment of the Prices).
- (b) The **Price Adjustment Factor (PAF)** at each anniversary of the Framework Effective Date, 5<sup>th</sup> January 2021, is equal to (L-B)/B where L is the latest value of the Framework index and B is the value of the Framework index applicable at the *base date*.
- (c) The **Annual Price Adjustment Amount** is the amount for price adjustment for the upcoming year, calculated at each Framework anniversary by applying the PAF to the contracted remaining value for the People Rates Prices for the upcoming year.

#### X1.2 Price adjustment

Delete clause and replace with the following:

Only the People Rate Prices will be subject to price adjustment. The Annual Price Adjustment Amount will be apportioned as applicable throughout the year, to amounts due for the People Rates Prices.

Each amount due for services related to the People Rates Prices following a Framework anniversary includes an amount for price adjustment which is the sum of:



#### Appendix 1

- the change in the Price for Services Provided to Date since the last assessment of the amount due multiplied by the PAF calculated at the latest Framework anniversary and
- the amount for price adjustment included in the previous amount due.

Quotations for Task Orders and compensation events notified during the upcoming year will apply the latest Framework rates and therefore the Prices for these activities will be excluded from the price adjustment calculations during that year.

The *PSC Uplift Percentage* and fixed fees paid to Subconsultants (derived from \*external rates - identified as External Consultancy) are not subject to price adjustment.

X1.3 Price adjustment Option C Delete clause.

X1.6 Expenses adjustment Delete clause.

#### **Z3.0 Statutory Clause amendments**

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

Y2.2 delete clause and replace with the following:

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

- the date of receipt by the Party making payment of an invoice, issued in accordance with these conditions of contract, and
- fourteen days after the assessment date.

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

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

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

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

#### Z5.0 People Rates

#### Insert new clause Z5.0: People Rates



## Appendix 1

Z5.1 The People Rates will be adjusted annually on 5th January, in accordance with the indexation provisions of the Framework Agreement. This is based on the BCIS Labour Cost Index. Any quotations for compensation events or Task Orders will apply the latest People Rates.



#### Appendix 1

#### Contract Data: Part Two - Data provided by the Consultant

#### Statements given in all contracts:

• The Consultant is

Name: Perfect Circle JV Itd

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

Telephone: **0345 045 0050** 

Mobile: REDACTED
E-mail address: REDACTED

• The key people are

Name REDACTED

Job Client Account Manager

Responsibilities Client Care and overall responsibility for service delivery

Qualifications Director

Experience

Name Job

Responsibilities Qualifications Experience

The Lead Partner is Gleeds Cost Management Ltd

• The staff rates are

#### category of person:

**Hourly Rate** 

Project Management & Quantity (£)

Surveving

Surveying	
Technical Director	REDACTED
Associates/Principal Consultant	
Senior Consultant	
Consultant	
Senior Technician	
Technician/Graduate	

Н	our	ly	Rate

Commercial Surveyin	<b>(£)</b>
Technical Director	REDACTED
Associate/Principal Consultant	
Senior Consultant	
Consultant	
Senior Technician	
Technician/Graduate	



#### Appendix 1

Architectural Design,	Mechanical Engineer,
-----------------------	----------------------

Electrical Engineer, Structural Engineer & Hourly Rate Building Surveying (£)

Technical Director	REDACTED
Associate/Principal Consultant	
Senior Consultant	
Consultant	
Senior Technician	
Technician/Graduate	

The People Rates will be adjusted annually on 5th January, in accordance with the indexation provisions of the Framework Agreement. This is based on the BCIS Labour Cost Index. Any quotations for compensation events or Task Orders will apply the latest People Rates.

**Optional Statements** 

If the Consultant states any expenses

The expenses stated by the Consultant are

Item

amoun

t None

If Option G is used

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

The Employer Proposed Appointment Charge

to be used in the task schedule is

• The Uplift Percentage is

**REDACTED** 



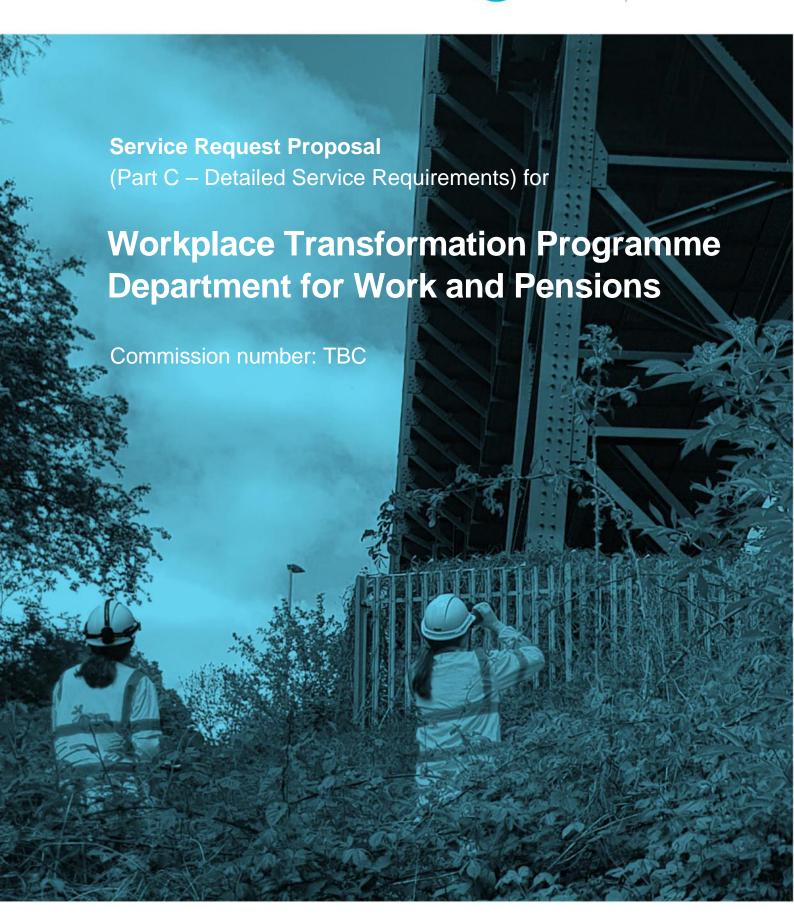
Appendix 1

Annex 1 - Service Request Form

#### CONFIDENTIAL







Built Environment and Infrastructure Consultancy for the Public Sector





## **Document Change Control**

Issue Date Comment
1 September 2024 Client Issue

Author Chk'd OS EL





### **Contents**

1.1	1.0 5		Commission O	verview
1.2	Background Objectives and Outcomes			5 5
2.0	Health, Welfare, Safety, Enviror	nment and Sustainability	Considerations	5
3.0	Value for Money Statement			5
4.0	Project Success Criteria			5
6.1 6.2 6.3 6.4 6.5 6.6 6.7	6.0Detailed 6 Description of the Services to be I Service/Price Exclusions Key Stakeholders, Consultations a Summary of Services at Each Pro Supplier Selection & Competitive	and Interdependencies ject Stage	of	6 6 6 7 8
Гask Sch	Appointment of Principal Designe		gner Building Regulations	
7.0	Delivery Team			8
8.0	Delivery Programme			8
9.0	Schedule of Deliverables			9
10.0 De	esign Specifications & Technical	/Quality/Regulatory Stand	ards	9
11.0 BI	M Requirements & Document Co	ntrol		9
12.0 CI	ient Acceptance Criteria			9
13.0 Ri	sk & Opportunities			9
14.0 Pr	erequisites, assumptions & cons	straints		9
16.1	15.0 Requirements for Surveys,	Investigations and Third	-Party Historic Data	9
16.2	<b>16.09</b> Fee to be detailed in the individua		_	
agreed vith DWI External	P Consultancy Costs			9
17.0 De	elivery Agreement Professional S	Service Contract Model		10
Append Schedu	dix A ule of Activities			<b>11</b> 11
Append NEC Pr	dix B rofessional Services Contract Op	otions		<b>12</b> 12
Append Task S	dix C chedule			<b>14</b> 14





Appendix D	16
CVs for Key Staff	16





### 1.0 Commission Overview

## 1.1 Background

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

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

Our spaces are being designed in conjunction with the Government Property Agency (GPA) Workplace Design Guide and around the needs of colleagues, evaluating the type of areas required to create the most appropriate environment to achieve and deliver the best outcomes, focusing on collaborative working, and more contemporary working practices.

## 1.2 Objectives and Outcomes

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

## 2.0 Health, Welfare, Safety, Environment and Sustainability Considerations

No requirements for BREEAM or similar.

## 3.0 Value for Money Statement

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

- Speed of appointment and delivery
- Access to specialist/local supply chains
- Collaborative working

## 4.0 Project Success Criteria

In addition to the Value Drivers identified in section 3.0 above, we also monitor the following Performance Indicators as standard for each commission:

- Time Predictability
- Cost Predictability
- Local Spend Percentage of total spend within 20 miles of Client office/site





- SME Engagement Percentage of appointments with SME's compared with total number of Supply Chain appointments
- SME Spend Percentage spend with SME's compared with total spend with Supply Chain
- Fair Payment Payment of Supply Chain within Government Fair Payment guidelines
- Client Satisfaction
- Supply Chain Satisfaction

## 5.0 Social Value and Community Benefits

We recognise that we have a responsibility to the environment, the communities within which we work, our own people, our supply chain and society. Perfect Circle's governance is fully aligned with the Public Services Act 2012, Procurement Reform Act 2014 and the Wellbeing of Future Generations Act 2015 including the PPN updates to these Acts.

Social Value & Community benefit is an integral part of Perfect Circle's approach and operations. Perfect Circle collect data in the following areas as part of our business-as-usual activities.

- Local spend on projects, reporting on spend within 20 miles of commissions.
- Small and Medium (SME) spend, targeting greater engagement of SME's in our supply chain
   our target is 45% of spend with our supplier chain to be SME suppliers.
- Fair payment, ensuring we pay our supply chain within 30 days of receipt of valid invoices.

In addition to these core areas of impact for every commission we undertake, we work with clients to identify additional benefit activities that we can support. All activities are captured through our PC Hub with integrated measures against each activity evidenced with the value add to the local community.

Having discussed with the client whether they wish us to augment our Social Value offering by setting up to 5 targets against the National Data Set of TOMs (Themes, Opportunities, Measures), we confirm that these additional measures are not required on this commission.

## 6.0 Detailed Scope of Services

## 6.1 Description of the Services to be Provided

Professional Services to be provided in accordance with Client Requirements and Scope for Perfect Circle to include the following and to be detailed in the individual Task Orders::

- Project Management Office
- National Assurance Manager (Delivery)
- National Assurance Manager (Commercial)
- National Assurance Manager (Technical)
- Client Assurance Managers (14no.)
- Senior Commercial Manager
- Technical Support

#### 6.2 Service/Price Exclusions

To be detailed in the individual Task Orders

#### 6.3 Key Stakeholders, Consultations and Interdependencies

The key stakeholders are:

- Department for Work and Pensions (Client)
- WSP UK Limited (Multi-disciplinary Professional Services Supplier)





- Aecom Limited (Multi-disciplinary Professional Services Supplier)
- Mace Consult Limited (Multi-disciplinary Professional Services Supplier)

### 6.4 Summary of Services at Each Project Stage

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

Prime Core Services		RIBA Stages (✔)						Procurement Route	
Service	Provider	0-1* on time charge	on % charge	on % charge	on % charge	5 on % charge	6 on % charge	7 on % charge	SFR
Project Management Office	Gleeds Cost Management Ltd	>							SFR

Non-Core Services		RIBA Stages (✔)						Procurement Route	
Service	Supplier	0-1* on time charge	2 on time charge	3 on time charge	4 on time charge	5 on time charge	6 on time charge	7 on time charge	SFR, AFR, CPO, CT, BM, OB,
Project / Programme Assurance	Del Bosque Ltd	<b>~</b>							СРО

<sup>\*</sup> use RIBA stages 0-1 for non-construction projects

#### **Procurement Routes**

These are the supply chain procurement routes available through the framework identified in the tables above:

SFR	SCAPE Framework Rates
AFR	Alternative Framework Rates
CPO	Client Proposed Organisation using rates agreed with the Client
CT	Competitive tender with 3 or more suppliers
BM	Negotiation with a single provider, using an alternative benchmark mechanism
ОВ	Adopting an Open book arrangements with a single provider
CPS	Client determines that a Preferred Supplier's fee offers value for money

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

- You requested that Perfect Circle appoint the proposed organisation(s).
- You have undertaken you own technical, commercial, and legal due diligence for the appointment of the proposed organisation(s).
- The appointment of a Client Proposed Organisation(s) shall only be permitted when other Services are procured through the Partner and/or its Preferred Partner(s). Sole appointment of a Client Proposed Organisation shall not be permitted unless otherwise agreed by Scape.
- Perfect Circle's appointment of a Client Proposed Organisation(s)will be conditional on the supplier:
  - o Meeting our approval criteria (insurances/ISOs/H&S etc).





- Agreeing to the terms of the SCAPE National Consultancy Framework Agreement in all other respects by way of a Consultancy Agreement with Perfect Circle that is back-to-back with the main contract with you.
- o Providing a Collateral Warranty to you.
- If the risks associated with the appointment of any such organisation(s) are considered unacceptable then Perfect Circle may refuse to appoint that organisation.

### 6.5 Supplier Selection & Competitive Tender Award Criteria

Del Bosque Ltd are to be engaged as a Client Proposed Organisation.

## 6.6 Appointment of Principal Designer (CDM) and Principal Designer Building Regulations

We await confirmation from the Client of his appointment of the Principal Designer (CDM) and Principal Designer Building Regulations.

### 6.7 Task Schedule

An outline Task Schedule has been provided in Appendix C which details the initial programme of activities that are envisaged will be requested under the proposed Term Service Delivery Agreement.

## 7.0 Delivery Team

CVs for key staff can be provided upon request by the Client.

## 8.0 Delivery Programme

The services will be provided between 01 October 2024 and 30 May 2025.





### 9.0 Schedule of Deliverables

Deliverables are as per Employer's Requirements and Scope for Perfect Circle and will be detailed in the individual Task Orders

## 10.0 Design Specifications & Technical/Quality/Regulatory Standards

No design input as part of scope.

### 11.0 BIM Requirements & Document Control

BIM Service Provision does not apply.

## 12.0 Client Acceptance Criteria

Acceptance Criteria are as per Employer's Requirements and Scope for Perfect Circle.

## 13.0 Risk & Opportunities

The following risks apply:

• Del Bosque Ltd are a small organisation with limited resource capacity.

## 14.0 Prerequisites, assumptions & constraints

To be detailed in the individual Task Orders

## 15.0 Requirements for Surveys, Investigations and Third-Party Historic Data

Requests for third party information will be made to the Client as applicable.

## **16.0 Pricing Information**

16.1 Fee to be detailed in the individual Task Orders. PSC uplift to be **REDACTED** as previously agreed with DWP

### 16.2 External Consultancy Costs

The list below provides a summary of those Suppliers who have been selected to undertake services that have been procured using 'external' non-framework rates.

 Non-Core CPO Client Preferred Organisation, Del Bosque Ltd. Part of core team 01/10/2024 to 31/05/2025





## 17.0 Delivery Agreement Professional Service Contract Model

A description of the contracting options available to you can be found in Appendix B. We are proposing that this appointment be placed using the NEC3 Professional Service Contract Option G – Term Service Contract with Task Schedule and Task Order call-off.





## Appendix A

**Schedule of Activities** 

See Document Nrs 1 and 2 attached





## **Appendix B**

### **NEC Professional Services Contract Options**

#### Introduction

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

The four Model Delivery Agreements available are:

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

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

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

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

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

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

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

The Client carries some risk through the compensation event procedures.

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

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

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

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

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

Share range

Consultant's share percentage

Less than 95%. From 95% to 100% From 100% to 102.5% Greater than 102.5% **REDACTED** 





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

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

# 4: NEC3 Professional Service Contract - Option G Term Contract

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

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

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

#### **Summary**

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

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





# **Appendix C**

#### Task Schedule

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

#### **Workplace Transformation Programme**

Background/Project Information:

Perfect Circle has been appointed to provide the following services in connection with the Department for Work and Pensions Workplace Transformation Programme:

- Project Management Office
- National Assurance Manager (Delivery)
- National Assurance Manager (Commercial)
- National Assurance Manager (Technical)
- Client Assurance Managers (14no.)
- Senior Commercial Manager
- Technical Support

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

Task Description	Location	Services	Est Start and End Date	Indicative Fee Value
Project Management Office	National	Project Manager	Oct 24 to N 25	lar <b>REDACTED</b>
Project Management Office	Nati	onal Project M	Manager A May 25	pr 25 to
2. Assurance Team	National	Non-Core	Oct 24 to N	1ar 25
3. Assurance Team	National	Non-Core	Apr 25 to May 25	
4. Additional Assurance Roles	National	Non-Core	Nov 24 to Mar 25	
5. Additional Assurance Roles	National	Non-Core	Apr 25 to May 25	
6. Service Manager	National	Project Manager	Oct 24 to N 25	1ar
7. Service Manager	National	Project Manager	Apr 25 to May 25	
Total Indicative Fee Value			£2,8	350,000





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





# **Appendix D**

CVs for Key Staff

CVs for key staff can be provided upon request.



Programme and Commercial Management Professional Services to support DWP's Workplace Transformation Programme (WTP)

#### 1. Background to the Client

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

The Client delivers these services across England, Wales and Scotland (including the Orkney and Shetland Islands), across a diverse estate of c.800 buildings. This number is made up primarily of Job Centre Plus offices, which the Client refers to as its 'front-of-house' estate, but also includes Health Assessment Centres and back offices. The back-office sites or 'back-of-house' estate consists of corporate centres, large processing centres and service centres very similar to call centre environments, which are not open to the public. The Client's estate is geographically dispersed due to the high street nature of the Job Centre Plus and Health Assessment Centre portfolio - requiring local presence to serve customers.

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

## 2. Background to the Client's Requirements

#### **Workplace Transformation Programme (WTP)**

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

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

Our spaces are being designed in conjunction with the Government Property Agency (GPA) Workplace Design Guide and around the needs of colleagues, evaluating the type of areas required to create the most appropriate environment to achieve and deliver the best outcomes, focusing on collaborative working, and more contemporary working practices.

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

The table below provides information regarding the nature of the Client's expected breakdown of sites across each financial year in the programme, please note that this is subject to change. The Consultant will have a key role in supporting the Client to ensure this breakdown is up-to-date and accurate over the life of the contract and align their resourcing accordingly.

Year	Number of Sites
FY22/23	45. Feasibility exercises currently underway, which may lead to some additional sites
FY23/24	Up to 100. The Client is currently aware of 51 sites that will span FY22/23 and FY23/24
FY24/25	28no. Back of House Sites
TOTAL	145

In order to ensure this programme of work is adequately resourced, managed, governed and delivered, it is necessary to engage dedicated programme delivery support to provide an independent oversight, management, control, reporting and troubleshooting service across the programme, provide a consistent and coherent governance model and ensure the respective delivery schedules are aligned.

The Client has appointed the following professional services consultants to support delivery of the WTP programme:

Supplier	Services	Geographic Area
WSP UK Limited	<ul> <li>Capex Multi-disciplinary Service Provision</li> </ul>	National
AECOM Limited		
Mace Consult Limited		

#### 3. The Client's Requirements

This requirement is for the Consultant to operate at portfolio level supporting the Department in providing oversight of the UK-wide CSI and WTP delivery with the key objectives of providing certainty of cost, programme, design and quality requirements. Working with the Estates Programme Management Service (EPMS), this function will provide expertise to support the Department with the end-to-end programme delivery, commercial assurance, reporting, risk management and financial controls. This 'Programme Delivery Support Service' is required from contract award until 30<sup>th</sup> May 2025.

Before expiry on 30<sup>th</sup> May 2025, the Client reserves the right to exercise a further 8 month extension period to the Contract, from 01/06/2025 01/01/2026. The Client will inform the Consultant in line with the timeframes outlined in the Delivery Agreement

The Consultant will co-ordinate and report on activity, progress and risks associated with several areas of work being carried out by multiple suppliers. Key duties include:

#### **Workplace Transformation Programme (WTP)**

## DWP requires the following roles to be undertaken on the WTP Programme;

- Project Management Office (PMO)
- National Assurance Manager (Delivery)
- National Assurance Manager (Commercial)
- National Assurance Manager (Technical)
- Client Assurance Manager (1)
- Client Assurance Manager (2)
- Client Assurance Manager (3)
- Client Assurance Manager (4)
- Client Assurance Manager (5)
- Technical Support

## **Project Management Office**

The Consultant shall undertake the following services in Table 3 as part of providing Project Management Office Support (the "WTP Programme Management Services") in connection with the Client's WTP programme, as instructed and further specified pursuant to Task Orders to be issued by the Client:

#### Table 3:

## The "WTP Project Management Office Services" are to:

- support the Client in briefing and engaging the framework professional services consultants, including the Project Managers. This may also involve supporting the Project Manager in briefing Tower Suppliers and fit out Contractors.
- provide quantifiable information and guidance to the Client, challenge and offer professional and independent advice such that strategic decisions can be identified, considered, and implemented;
- check that the proposed delivery strategy and pipeline is appropriate and is conducive to achieving value for money and maximising opportunities where reasonably practicable, this to include being reactive where required to maintain programme momentum;
- establish a roles and responsibilities matrix and prepare and maintain a project directory;
- contribute to the communications strategy being developed by the Client's
  Communications Lead to enable accurate and appropriate information is shared with key
  stakeholders and building occupiers, user groups and other key stakeholders are fully
  informed of the timings, scope, delivery methodology and key contacts for every project;

- where agreed, share information with the Client's Communications Lead to enable wider cascade as part of communications strategy;
- design, implement and facilitate a series of programme level 'board' type
  meetings/workshops with senior stakeholders, aimed to provide the Client Programme
  Leads with the appropriate tools, information, and points of contact/escalation to direct
  programme delivery effectively;
- implement a gateway review model that aligns with the EPMS Playbook v3 or any later version as made available from Turner and Townsend to support good governance, programme discipline and effective control of timescales, cost, change and risk, providing transparency to the Client.
- design and provide an accurate suite of financial reports to set milestones and track progress, mitigating risk to delay and proactively intervening early to instigate corrective action when timeline slippage occurs;
- implement a programme level cost report, eventually utilising Pace reporting, that tracks
  every line of project expenditure against approved Full Business Case project budgets,
  tracking the cost of implemented and potential change and providing forecast outturn cost
  estimates;
- provide a programme cost report, eventually utilising Pace reporting, to show the overall forecast spend against the approved budget or any subsequent revision;
- develop and maintain a programme Risk Register, initiating early escalation and requests for decisions when appropriate;
- intervene when appropriate and/or as directed by the Client to support professional services consultants by providing technical input and advice to support problem solving;
- implement a regime of sample Project Health-checks and report findings, capture examples of good practice, and identify areas for improvement;
- work in collaboration with supply chain partners, key stakeholders, and user groups to support co-ordination and alignment of key activities and workstreams required to successfully deliver projects and provide assurance around soft landings and handover into operation;
- attend scheduled weekly update meetings (assumed to be virtual at present i.e. MS Teams);
- provide a collaborative forum to report on, lessons learned and added value opportunities and implemented from other completed WTP site projects, which are disseminated to the supply chain and key stakeholders;
- develop and promote actions and behaviours that align with industry best practice and lead, develop and champion a partnering and collaborative ethos across the entire supply chain, key stakeholders and user groups as far as reasonably practicable and may be expected of a professional supplier in this role. Working groups will be established with

representatives from the supply chain, key stakeholders and user groups for feedback and sharing best practice;

- provide independent input and advice to the Client, if required, in terms of construction
  procurement route selection i.e. design and build, risk allocation and design responsibility
  and in conjunction with Commercial Directorate, provide independent input and advice to
  the Client in terms of overall procurement route selection i.e. Taxi Rank Rotational
  Procedure or other Framework.
- capture pricing levels and trends across the project supply chain using information readily available to the Consultant and provide an assessment highlighting areas of risk and proposing mitigations; and
- deliver a set of pricing and programme benchmarks using information available from the DWP 'Taxi Rank Rotational Procedure' to assist the Client with planning and to be used as a basis for future programmes of work.

The Consultant will use reasonable endeavours to align scheduling of works across the CSI and WTP programmes as much as possible, recommending efficiencies and advising of any risks to the Client.

A Roles and Responsibilities document should be prepared setting out stakeholder ownership for the aforementioned scope of service. Moreover, further detail has been provided below for the individual roles referred to above;

Item	National Assurance Manager (Delivery)	Client Assurance Manager	National Assurance Manager (Commercial)	National Assurance Manager (Technical)
1.1	The National Assurance Manager will manage the national Assurance approach and provide oversight of the UK wide delivery programme.	The Client Assurance Manager is tasked with the regional assurance of regional projects. The Client Assurance Manager will assure the delivery of batches of projects in respect of time / programme, cost, and project performance metrics to be defined and agreed with the Client. Client Assurance Manager will assure that the programme strategy and proposed pipeline for projects is aligned with industry practice and is conducive to achieving best value and maximising opportunities.	The National Assurance Manager (Commercial) is tasked with overseeing, validating, and reporting capital cost information at a national level and provide oversight of the UK wide commercial delivery programme.	The National Assurance Manager (Technical) will provide technical support to underpin the national Assurance approach and provide oversight of the UK wide delivery programme.
1.2	The National Assurance Manager will manage overview and manage key assurance objectives of providing DWP with certainty of cost, programme, and technical requirements of the UK wide delivery programme in so far as reasonably practicable and could be expected of a consultant performing this role.	The Client Assurance Manager will manage key assurance objectives of providing DWP with certainty of cost, programme, and technical requirements of regional projects.	The National Assurance Manager (Commercial) will provide accurate cost information to the Core Team and Project Management Office to enable the programme strategy and forecasting for programme delivery which will endeavour to be conducive to achieving best value and maximising opportunities of the UK wide delivery programme.	The National Assurance Manager (Technical) will work closely with the National Assurance Manager (Delivery) to manage key assurance objectives of providing DWP with certainty of cost, programme, and technical requirements of the UK wide delivery programme.
1.3	The National Assurance Manager will present key items and delivery issues that require discussion / resolving or elevating to the DWP Estates Service Leadership Team.	The Client Assurance Manager will identify key items and issues that require discussion / resolving or elevating to the WPT Core Team.	The National Assurance Manager (Commercial) will identify key commercial items and finance issues that require discussion / resolving or elevating to the DWP Estates Service Leadership Team.	The National Assurance Manager (Technical) will liaise with Client Assurance Managers to identify key items and delivery issues that require discussion/ resolving or elevating to the National Assurance Manager (Delivery).

Item	National Assurance Manager (Delivery)	Client Assurance Manager	National Assurance Manager (Commercial)	National Assurance Manager (Technical)
1.4	The National Assurance Manager will collect, review, and interrogate both portfolio and national project information from both the delivery teams and the Project Management Office function to provide informed and robust information and guidance to the Client.	The Client Assurance Manager will be the first point for escalation of issues that cannot be resolved at the Project Delivery or Supply Chain level.	The National Assurance Manager (Commercial) will be the first point for escalation of cost and contractual issues that cannot be resolved at Project Delivery /Supply Chain level.	The National Assurance Manager (Technical) will liaise with Client Assurance Managers to collect, review, and interrogate both portfolio and national project information the delivery teams to elevate to the National Assurance Manager (Delivery).
1.5	The National Assurance Manager will challenge and offer professional and independent advice to the Client such that key strategic decisions can be identified, considered, and implemented.	The Client Assurance Manager will review, challenge, and coordinate a response to issues and challenges that will arise at regional level. They will collect relevant information and feedback to facilitate a proposed response, recommendations and/or mitigation and present this to the Core Team for consideration.	The National Assurance Manager (Commercial) will review, challenge, and coordinate a response to national cost issues and challenges that will arise across the UK. They will collect relevant information and feedback to facilitate a proposed response, recommendations and/or mitigation and present this to the Core Team for consideration.	The National Assurance Manager (Technical) will liaise with Client Assurance Managers to challenge and offer professional and independent advice such that key strategic decisions can be identified, considered, and implemented to elevate to the National Assurance Manager (Delivery).
1.6	The National Assurance Manager will establish a key gateway governance process that will be utilised at project, regional and national level. The governance processes, the reporting and monitoring processes that will be implemented across the programme will assure governance, transparency for the Client with reducing risk and increased certainty as the projects and programme evolve.	The Client Assurance Manager will assure the gateway governance process is utilised at project and regional level. They will collect all relevant information and feedback to facilitate a proposed response, recommendations and/or mitigation and present this to the Core Team for consideration.	The National Assurance Manager (Commercial) will establish key commercial governance process that will be utilised at project, regional and national level. The governance processes, the reporting and monitoring processes that will be implemented across the programme will assure commercial governance, transparency for the Client with reducing risk and increased	The National Assurance Manager (Technical) will liaise with Client Assurance Managers to assure the gateway governance process is utilised at regional and national level. The governance processes, the reporting and monitoring processes that will be with Client Assurance Managers will assure governance, transparency for the Client with reducing risk and increased certainty as the projects and programme evolve.

Item	National Assurance Manager (Delivery)	Client Assurance Manager	National Assurance Manager (Commercial)	National Assurance Manager (Technical)
			certainty as the projects and programme evolve.	
1.7	The National Assurance Manager will instigate regular and structured meetings. In collaboration with the Client, delivery teams, stakeholders and supply chain members, formal agendas and required outcomes will be agreed for each meeting. The meetings will be coordinated, chaired and minuted by the responsible lead. Actions and ownership will be assigned, and execution of these actions will be monitored and expected.	The Client Assurance Manager will instigate regular regional review meetings to facilitate upward reporting. This will include regular project 'health checks' such that and 'early warnings' that should result in delay and cost escalations to the Core Team for consideration.	The National Assurance Manager (Commercial) will instigate regular national commercial review meetings to facilitate upward reporting. Actions and ownership will be assigned, and execution of these actions will be monitored and expected.	The National Assurance Manager (Technical) will instigate regular and structured meetings with the Client Assurance Managers. Formal agendas and required outcomes will be agreed for each meeting. The meetings will be coordinated, chaired and minuted by the responsible lead. Actions and ownership will be assigned, and execution of these actions will be monitored and expected.
1.8	The National Assurance Manager will (where applicable) review the national procurement strategy for projects to assure it is aligned with industry recognised practice and is conducive to achieving best value and maximising opportunities.	The Client Assurance Manager will (where applicable) review the regional procurement strategy (ITT Level) for projects to assure it is aligned with industry recognised practice and is conducive to achieving best delivery value and maximising opportunities.	The National Assurance Manager (Commercial) will (where applicable) review the national commercial strategy for projects to assure it is aligned with industry recognised practice and is conducive to achieving best commercial value and maximising opportunities.	The National Assurance Manager (Technical) will (where applicable) will work with the Client Assurance Managers to review the regional procurement strategy for projects to assure it is aligned with industry recognised practice and is conducive to achieving best value and maximising opportunities.
1.9	The National Assurance Manager will establish and maintain a national assurance Risk Register.	The Client Assurance Manager will establish and maintain a summary regional assurance Risk Register for their region.	The National Assurance Manager (Commercial) will establish and maintain a national commercial Risk Register.	
1.10	The National Assurance Manager will lead, develop, and champion a partnering and collaborating ethos across all	The Client Assurance Manager will be proactive in facilitating and fostering the partnering and collaborative ethos championed	The National Assurance Manager (Commercial) will lead, develop, and champion a partnering and collaborating	The National Assurance Manager (Technical) will develop, and champion a partnering and collaborating

Item	National Assurance Manager (Delivery)	Client Assurance Manager	National Assurance Manager (Commercial)	National Assurance Manager (Technical)
	aspects of the national programme.	by the Core Team and across the entire regional programme.	ethos across all aspects of the national programme.	ethos across all aspects of the national programme.
1.11	The National Assurance Manager will engage with the client financial team and Project Management Office where specific advice, or guidance is required in order to assure that the necessary financial governance is being applied across all aspects of the national programme.		The National Assurance Manager (Commercial) will engage with the client financial team and Project Management Office where specific advice, or guidance is required to assure that the necessary financial governance is being applied across all aspects of the national programme.	
1.12	The National Assurance Manager will prepare and deliver an approved assurance Programme Execution Plan to the national delivery team including DWP and service providers and chair and deliver support workshops across the UK as considered necessary to assure the successful delivery of the programme.		The National Assurance Manager (Commercial) will prepare and deliver support workshops across the UK as considered necessary to assure the successful delivery of the programme.	
1.13	The National Assurance Manager will prepare and deliver periodical national delivery updates to the Programme Director as considered necessary to assure the successful delivery of the programme.		The National Assurance Manager (Commercial) will prepare and deliver periodical national commercial updates to the Programme Director as considered necessary to assure the successful delivery of the programme.	The National Assurance Manager (Technical) will assist in the preparation and delivery of periodical national delivery updates to the Programme Director as considered necessary to assure the successful delivery of the programme.
1.14	The National Assurance Manager will establish and maintain a national assurance milestone tracker to enable	The Client Assurance Manager will establish and maintain a regional assurance milestone tracker to enable regular and		The National Assurance Manager (Technical) will assist with the maintenance of the national assurance milestone

Item	National Assurance Manager (Delivery)	Client Assurance Manager	National Assurance Manager (Commercial)	National Assurance Manager (Technical)
	regular and detailed reporting the Client such that key strategic decisions can be identified, considered, and implemented.	detailed reporting or escalations to the Core Team for consideration.		tracker to enable regular and detailed reporting the Client such that key strategic decisions can be identified, considered, and implemented.
2.1	The National Assurance Manager primary interfaces inside the programme will be the programme client team, other Core Team members, Project Management Office and Client stakeholders.	The Client Assurance Manager primary interfaces inside the programme will be the Project Management Office, the professional services team, principal contractors, the nominated supply chain, and Client stakeholders.	The National Assurance Manager (Commercial) primary interfaces inside the programme will be the Project Management Office, the professional services team, principal contractors, the nominated supply chain, and Client stakeholders.	The National Assurance Manager (Technical) primary interfaces inside the programme will be the programme client team, other Core Team members, Project Management Office, Client stakeholders, service providers and principal Contractors.
2.2	The National Assurance Manager primary interfaces outside the programme will be the client senior leadership team, the professional services team, principal contractors, and the nominated supply chain.	The Client Assurance Manager primary interfaces outside the programme will be the professional services team, principal contractors, and the nominated supply chain.	The National Assurance Manager (Commercial) primary interfaces outside the programme will be the client senior leadership team, the professional services team, principal contractors, and the nominated supply chain.	The National Assurance Manager (Technical) primary interfaces outside the programme will be the client senior leadership team, the professional services team, principal contractors, and the nominated supply chain.
3.1	The National Assurance Manager will review and report Health and Safety information to Project Management Office and client stakeholders (when applicable).	The Client Assurance Manager may be required to conduct Health and Safety audits of projects within their region (when applicable).		The National Assurance Manager (Technical) will review, and report Health and Safety information form the Client Assurance Managers to Project Management Office and client stakeholders (when applicable).
3.3	The National Assurance Manager shall maintain a valid CSCS card for the duration of the programme roll-out.	The Client Assurance Manager shall maintain a valid CSCS card for the duration of the programme roll-out.	The National Assurance Manager (Commercial) shall maintain a valid CSCS card for the duration of the programme roll-out.	The National Assurance Manager (Technical) shall maintain a valid CSCS card for the duration of the programme roll-out.
3.4	The National Assurance Manager will have the authority to stop any work on site if in their	The Portfolio Programme Manager will have the authority to stop any work on site if in their	The National Assurance Manager (Commercial) will have the authority to stop any	The National Assurance Manager (Technical) will have the authority to stop any work on

Item	National Assurance Manager (Delivery)	Client Assurance Manager	National Assurance Manager (Commercial)	National Assurance Manager (Technical)
	opinion the Health and Safety of the site, or workers, could be compromised.	opinion the Health and Safety of the site, or workers, could be compromised.	work on site if in their opinion the Health and Safety of the site, or workers, could be compromised.	site if in their opinion the Health and Safety of the site, or workers, could be compromised.
4.1	The National Assurance Manager will in conjunction with the National Assurance Manager (Technical) assure that consistent standards as defined by the DWP Design Compliance Team are applied across the national programme through the Contractor Proposal Assurance process.	The Client Assurance Manager in conjunction with the professional services team, will assure that national and departmental design standards as defined by the DWP Design Compliance Team are consistently applied across the national programme.	The National Assurance Manager (Commercial) will assure that national and departmental commercial and governance standards are consistently applied across the national programme.	The National Assurance Manager (Technical) will in conjunction with the Client Assurance Managers assure that consistent standards as defined by the DWP Design Compliance Team are applied across the national programme.
5.1	The National Assurance Manager will chair senior programme team meetings across the national programme and provide regular and detailed reporting the Client such that key strategic decisions can be identified, considered, and implemented.	The Client Assurance Manager will chair and manage regional programme team meetings. They will assure that, where relevant, issues are debated at regional level meetings before being escalated to Core Team level.	The National Assurance Manager (Commercial) will chair and manage regional cost review team meetings. The Commercial Lead will assure that, where relevant, issues are debated at regional level meetings before being escalated to Core Team level.	The National Assurance Manager (Technical) will chair senior team meetings across the national/ regional programme (if required) and provide regular and detailed reporting the Client such that key strategic decisions can be identified, considered, and implemented.
5.2	The National Assurance Manager will chair and manage regional stakeholder review meetings and provide regular and detailed reporting.	The Client Assurance Manager will chair and manage regional stakeholder review meetings and provide regular and detailed reporting.		The National Assurance Manager (Technical) will chair and manage regional stakeholder review meetings and provide regular and detailed reporting (if required).
5.3	The National Assurance Manager will provide progress and status updates to the Senior Leadership team.	The Client Assurance Manager will chair and manage regional stakeholder review meetings with Project Management Office and other DWP service partners and professional services providers.		The National Assurance Manager (Technical) will provide progress and status updates to the National Assurance Manager (Delivery).
6.1	The National Assurance Manager will monitor progress	The Client Assurance Manager will assure that the regional		The National Assurance Manager (Technical) will monitor

Item	National Assurance Manager (Delivery)	Client Assurance Manager	National Assurance Manager (Commercial)	National Assurance Manager (Technical)
	against the national assurance milestone programme.	estates delivery programme, and individual milestone programmes are in alignment.		progress against the national assurance milestone programme.
6.2	The National Assurance Manager will regularly liaise with Project Management Office to assure robust programme information is communicated to the client senior leadership team estates milestone programme.	The Client Assurance Manager monitors progress against the regional estate's milestone programme.	The National Assurance (Commercial) monitors costs against the regional estates cost milestone programme.	The National Assurance Manager (Technical) will liaise with the National Assurance Manager (Delivery) to assure robust programme information is communicated to the client senior leadership team estates milestone programme.
6.3	The National Assurance Manager in conjunction with the Client Assurance Manager(s) will assure that key dates are achieved for individual projects in so far as reasonably practicable and could be expected of a consultant performing this role.	The Client Assurance Manager in conjunction with the Project Managers, assures that key dates are achieved for individual projects in so far as reasonably practicable and could be expected of a consultant performing this role.	The National Assurance (Commercial) in conjunction with the Project Managers, assures that key cost submission and reporting dates are achieved for individual projects in so far as reasonably practicable and could be expected of a consultant performing this role.	The National Assurance Manager (Technical) in conjunction with the National Assurance Manager (Delivery) will assure that key dates are achieved for individual projects in so far as reasonably practicable and could be expected of a consultant performing this role.
6.4	The National Assurance Manager in conjunction with the Client Assurance Manager(s) will review and impact proposed changes in programme. Changes in programme shall be reported to the Assurance Team and Project Management Office after agreement.	The Client Assurance Manager in conjunction with the Project Managers will review and impact proposed changes in programme. Changes in programme shall be reported to the Core Team and Project Management Office after agreement.		The National Assurance Manager (Technical) in conjunction with the National Assurance Manager (Delivery) will review and impact proposed changes in programme. Changes in programme shall be reported to the Core Team and Project Management Office after agreement.
7.1	The National Assurance Manager will liaise with the DWP Transaction Management Team to review and maintain an	The Client Assurance Manager in conjunction with the Project Managers will regularly review Landlord approval status and highlight any concerns to the		The National Assurance Manager (Technical) will liaise with the DWP Transaction Management Team to review and maintain an overview in

Item	National Assurance Manager (Delivery)	Client Assurance Manager	National Assurance Manager (Commercial)	National Assurance Manager (Technical)
	overview in respect of obtaining Landlord's approval.	Core Team at the earliest opportunity.		respect of obtaining Landlord's approval.
7.2	The National Assurance Manager will assess and report Landlord issues to the client senior leadership team where impact on programme is reported.			The National Assurance Manager (Technical) will assess and report Landlord issues to the client senior leadership team where impact on programme is reported.
8.1	The National Assurance Manager in liaison with Project Management Office will report progress in respect of completed handovers to the client senior management team.	The Client Assurance Manager will assist the Professional Service providers with the handover process and highlight concerns to the Core Team at the earliest opportunity.		The National Assurance Manager (Technical) in liaison with the National Assurance Manager (Delivery) will report progress in respect of completed handovers to the client senior management team.
8.2		The Client Assurance Manager will, in liaison with Project Management Office maintain a handover tracker identifying key dates and measure achievement performance against these dates. This information will be issued to the core team at agreed intervals.		The National Assurance Manager (Technical) will, in liaison with the Client Assurance Manager maintain a handover tracker identifying key dates and measure achievement performance against these dates. This information will be issued to the core team at agreed intervals.
8.3		The Client Assurance Manager acts as an escalation and intervention route to Core Team for estates issues at the handover meeting, which cannot be agreed at project level.		and the state of t
9.1	The National Assurance Manager will provide contractual oversight for national assurance and support to the regional and national teams.	The Client Assurance Manager will provide contractual oversight for regional assurance and support to the regional teams.	The National Assurance (Commercial) will provide commercial contractual oversight and support to the regional and national teams.	The National Assurance Manager (Technical) will provide contractual oversight for national assurance and support to the regional and national teams.

Item	National Assurance Manager (Delivery)	Client Assurance Manager	National Assurance Manager (Commercial)	National Assurance Manager (Technical)
9.2			The National Assurance (Commercial) will review and validate instructions from a cost perspective in support of the regional and national teams.	
10.1	The National Assurance Manager will provide strategic review and oversight in respect of statutory approvals and consents.	The Client Assurance Manager is the point of escalation for issues pertaining to statutory approval and consents. Issues will be reviewed and presented to the core team with an action plan and proposed mitigations.		The National Assurance Manager (Technical) will provide strategic review and oversight in respect of statutory approvals and consents.
11.1	The National Assurance Manager will maintain a national risk register and implement a process of reviewing and recording that assures project risks are captured and managed proactively throughout the life of the programme.	The Client Assurance Manager assures that project risks are collated and fed into the regional risk register, and the business risk and assumption log.	The National Assurance Manager (Commercial) will support and provide commercial advice and input into the regional risk register.	The National Assurance Manager (Technical) will assist the National Assurance Manager (Delivery) to maintain a national risk register and implement a process of reviewing and recording that assures project risks are captured and managed proactively throughout the life of the programme.
11.2	The National Assurance Manager will assure that team members are actively managing risk control measures at national level.	The Client Assurance Manager will assure that team members are actively managing risk control measures at regional level.		
12.1	The National Assurance Manager will establish and implement a change control process to be applied across the national programme (if not already in place).	The Client Assurance Manager in liaison with the Core Team Commercial Lead manages the regional change control system.	The National Assurance Manager (Commercial) maintains the regional change control log from commencement of the programme.	The National Assurance Manager (Technical) will assist the National Assurance Manager (Delivery) in managing a change control process to be applied across the national programme.
13.1	The National Assurance Manager manages the regional team performance review		The National Assurance Manager (Commercial) provides an assurance overview in connection with the principal	

Item	National Assurance Manager (Delivery)	Client Assurance Manager	National Assurance Manager (Commercial)	National Assurance Manager (Technical)
	process at national level (if required).		contractor commercial performance in respect of cost control at national and regional level.	
13.2	The National Assurance Manager is responsible for regular review and assessment of 'benefits realisation' as set out in the Full Business Case (if applicable and to be provided by the Client).			
14.1	The National Assurance Manager will maintain financial management information for the programme at national level and report to the Client senior management team.		The National Assurance Manager (Commercial) will validate capital costs / Applications for Payment and provide commentary as appropriate and pass to the Client for approval and payment.	
14.2			The National Assurance Manager (Commercial) will maintain actual and forecast cash flow information at a national level.	

# **Technical Support**

An allowance for Technical Support should be included for the provision of resource(s) to support the Core Delivery Team. The purpose is as follows;

- Cover off the ancillary services that wrap around the Del Bosque Limited professionals working on each programme.
- The fee allowance should also act as a pseudo contingency if required, should the Client require to expend small amounts on any resource on an ad hoc basis
- Going forward, the Client Proposed Organisation (Del Bosque Limited) will notify Perfect Circle regarding how it has been used during each month.

The Consultant shall cooperate and liaise with the Client, Mitie, G4S, LMS, McBains Ltd, Aecom Ltd, Mace Consult Ltd and WSP UK Ltd, as well as other parties in the ETOM as necessary to provide the requirements under this Statement of Requirements and Scope. The Consultant will be expected to work collaboratively with the Client in transitioning to a new ETOM (as detailed in Annex 1) and provide assistance required by the Client to maintain continuous service delivery.

All *key persons* must be professionally qualified and competent in this sector - having relevant technical expertise, qualifications and previous experience in programme and commercial management of the Client's works programme.

Individual Task Orders and the associated activity will be agreed and issued for each tranche of work required. The Consultant and Client will cooperate and agree the scope of each Task Order as the programme progresses. The Consultant will issue a revised Task Schedule to track the works authorised under issued Task Orders.

The Consultant shall cooperate and liaise with the Client and other parties as necessary to provide the requirements under this Statement of Requirements and Scope and Consultant Proposal.

The Consultant acknowledges and agrees that no guarantee is given by the Client in respect of the volume of work under this contract, which is non-exclusive.

#### a) Reporting

The Consultant shall provide regular reports and information relating to these services as detailed in this Statement of Requirements and Scope or otherwise required by the Client the Supply Chain Integrator and the Estates Programme Management Service (EPMS) detailed in Annex 1.

At a minimum, reporting is required to:

- demonstrate whether the approved budget and cash-flow is being maintained; and
- identify those matters which require a decision from the Client and where necessary, provide assistance for the Client to make an informed decision on all such matters.

The Consultant is required to align all reporting with the EPMS Playbook v3 or any later version as made available from Turner and Townsend. The requirement for reporting into the EPMS Pace reporting system, will be required by the Consultant to input into and draw dashboards from in order to provide appropriate narrative on programme delivery.

# b) Client Data

Data may be shared with and accessed by the Consultant as part of this contract.

All data will have Government Security Classification of OFFICIAL and may also be marked as OFFICIAL-SENSITIVE. The Consultant shall advise the Client regarding whether particular data would be needed.

#### c) Site Visits

The Client anticipates that this review and validation of costs will mainly be undertaken remotely, using evidence requested from Mitie.

If required, the Consultant shall produce a risk assessment and method statement in compliance with health and safety legislation for each site visit.

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

## d)Consultant Personnel Requirements

The Client requires that all Consultant staff employed, whether permanent or temporary, on the provision of the *services* are subject to the requirements of the <u>HM Government</u> Baseline Personnel Security Standard (BPSS).

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

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

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

All personnel must comply with the Client's Security Policy (Annex 2). The Consultant will only be expected to comply with those Security Policies and Standards that are applicable to their delivery model and technologies used.

The Consultant must be able to <u>immediately</u> (on contract award) resource this requirement with Consultant personnel meeting the requirements of this section d).

# e) Cooperation, Mobilisation and Handover

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

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

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

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

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

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

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

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

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



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

# **ETOM Suppliers**

Suppliers listed are referred to by the Client as 'towers:'

- **FM (Facilities Management)**: This tower includes the FM and LSS contracts, supplied by Mitie FM Ltd, the Client's Energy Bureau provided by Inspired Energy Plc and furniture, fittings and equipment (FFE) contracts, supplied by Southerns Broadstock Ltd and Wagstaff Interiors Group;
- **Security:** The security tower consists of several contracts for physical security guards and systems, supplied by G4S (SS) UK (G4S);
- Projects Delivery: This includes the currently appointed providers of construction professional services:

McBains Limited – Lifecycle Works Multi Disciplinary Professional Services

Aecom Ltd – Capex Multi Disciplinary Professional Services

WSP UK Ltd - Capex Multi Disciplinary Professional Services

Mace Consult Ltd - Capex Multi Disciplinary Professional Services

Alongside the Providers of construction contracts appointed under the Taxi Rank 2 Rotational Procedure.

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

## **Annex 2 - Security Policy**

#### **GENERAL**

The Contractor shall, and shall procure that any Sub-contractor (as applicable) shall, comply with the Authority's security requirements as set out in the Contract which include the requirements set out in this Schedule [6] to the Contract (the "Authority's Security Requirements"). The Authority's Security Requirements include, but are not limited to, requirements regarding the confidentiality, integrity and availability of Authority Assets, the Authority's Systems Environment and the Contractor's Systems Environment.

Terms used in this Schedule which are not defined below shall have the meanings given to them in clause A1 (Definitions and Interpretations) of the Contract.

#### 1. DEFINITIONS

1.1 In this Schedule, the following definitions shall apply:

"Authority Personnel"	shall mean all persons employed by the Authority					
	inclu	ding directors	, officers,	employees	together	with
	the	Authority's	servants,	agents,	consult	ants,
	contr	ractors and su	ppliers but	t excluding t	the Contra	actor

and any Sub-contractor (as applicable).

"Availability Test" shall mean the activities performed by the Contractor

to confirm the availability of any or all components of any relevant ICT system as specified by the Authority.

"CHECK" shall mean the scheme for authorised penetration tests

which scheme is managed by the NCSC.

"Cloud" shall mean an off-premise network of remote ICT

servers on the Internet to store, process, manage and

transmit data.

"Cyber Essentials" shall mean the Government-backed, industrysupported scheme managed by the NCSC to help

organisations to protect themselves against online threats or the relevant successor or replacement scheme which is published and/or formally

recommended by the NCSC.

"Cyber Security shall me Information Sharing partnership successor or "CiSP"

shall mean the cyber security information sharing partnership established by the NCSC or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC.

"Good Security Practice" shall mean:

a) the technical and organisational measures and practices that are required by, or recommended in, nationally or internationally accepted

management standards and codes of practice relating to Information Security (such as published by the International Organization for Standardization or the National Institute of Standards and Technology);

- security standards and guidelines relating to b) Information Security (including accepted principles regarding the segregation of the duties of governance, implementation and control) provided to the general public or Security Information practitioners and stakeholders by generally recognised authorities and organisations; and
- the Government's security policies, frameworks, standards and guidelines relating to Information Security.

#### "Information Security" shall mean:

- a) the protection and preservation of:
  - i) the confidentiality, integrity and availability of any Authority Assets, the Authority's Systems Environment (or any part thereof) and the Contractor's Systems Environment (or any part thereof);
  - ii) related properties of information including, but not limited to, authenticity, accountability, and non-repudiation; and
- compliance with all Law applicable to the processing, transmission, storage and disposal of Authority Assets.

# "Information Security Manager"

shall mean the person appointed by the Contractor with the appropriate experience, authority and expertise to ensure that the Contractor complies with the Authority's Security Requirements.

# "Information Security Management System ("ISMS")"

shall mean the set of policies, processes and systems designed, implemented and maintained by the Contractor to manage Information Security Risk as specified by ISO/IEC 27001.

# "Information Security Questionnaire"

shall mean the Authority's set of questions used to audit and on an ongoing basis assure the Contractor's compliance with the Authority's Security Requirements. "Information Risk"

Security shall mean any risk that might adversely affect

Information Security including, but not limited to, a

Breach of Security.

"ISO/IEC 27001, ISO/IEC 27002 and ISO 22301

shall mean

a) ISO/IEC 27001;

b) ISO/IEC 27002/IEC; and

c) ISO 22301

in each case as most recently published by the International Organization for Standardization or its successor entity (the "ISO") or the relevant successor or replacement information security standard which is

formally recommended by the ISO.

"NCSC" shall mean the National Cyber Security Centre or its

successor entity (where applicable).

shall mean a simulated attack on any Authority Assets, "Penetration Test"

the Authority's Systems Environment (or any part thereof) or the Contractor's Systems Environment (or

any part thereof).

"PCI DSS" shall mean the Payment Card Industry Data Security

> Standard as most recently published by the PCI Security Standards Council, LLC or its successor entity (the

"PCI").

"Risk Profile" shall mean a description of any set of risk. The set of

> risks can contain those that relate to a whole organisation, part of an organisation or as otherwise

applicable.

"Security Test" shall include, but not be limited to, Penetration Test,

Vulnerability Scan, Availability Test and any other

security related test and audit.

"Tigerscheme" shall mean a scheme for authorised penetration tests

which scheme is managed by USW Commercial

Services Ltd.

"Vulnerability Scan" shall mean an ongoing activity to identify any potential

> vulnerability in any Authority Assets, the Authority's Systems Environment (or any part thereof) or the Contractor's Systems Environment (or any part

thereof).

1.2 Reference to any notice to be provided by the Contractor to the Authority shall be construed as a notice to be provided by the Contractor to the Authority's Representative.

#### 2. PRINCIPLES OF SECURITY

2.1 The Contractor shall at all times comply with the Authority's Security Requirements and provide a level of security which is in accordance with the Security Policies and Standards, Good Security Practice and Law.

#### 3. ISO/IEC 27001 COMPLIANCE AND AUDIT

- 3.1 The Contractor shall, and shall procure that any Sub-contractor (as applicable) shall, comply with ISO/IEC 27001 in relation to the Services during the Contract Period.
- 3.2 The Contractor shall appoint an Information Security Manager and shall notify the Authority of the identity of the Information Security Manager on the Commencement Date and, where applicable, within 5 Working Days following any change in the identity of the Information Security Manager.
- 3.3 The Contractor shall ensure that it operates and maintains the Information Security Management System during the Contract Period and that the Information Security Management System meets the Security Policies and Standards, Good Security Practice and Law and includes:
  - a) a scope statement (which covers all of the Services provided under this Contract);
  - b) a risk assessment (which shall include any risks specific to the Services);
  - c) a statement of applicability;
  - d) a risk treatment plan; and
  - e) an incident management plan
  - in each case as specified by ISO/IEC 27001.

The Contractor shall provide the Information Security Management System to the Authority upon request within 10 Working Days from such request.

- 3.4 The Contractor shall carry out regular Security Tests in compliance with ISO/IEC 27001 and shall within 10 Working Days after completion of the relevant audit provide any associated security audit reports to the Authority.
- 3.5 Notwithstanding the provisions of paragraph Error! Reference source not found. to paragraph Error! Reference source not found, the Authority may, in its absolute discretion, notify the Contractor that it is not in compliance with the Authority's Security Requirements and provide details of such non-compliance. The Contractor shall, at its own expense, undertake those actions required in order to comply with the Authority's Security Requirements within one calendar month following such notification or on a date as agreed by the Parties. For the avoidance of doubt, any failure to comply with the Authority's Security Requirements within the required timeframe (regardless of whether such failure is capable of remedy) shall constitute a Material Breach entitling the Authority to exercise its rights.

#### 4. CYBER ESSENTIALS SCHEME

4.1 The Contractor shall, and shall procure that any Sub-contractor (as applicable) shall, obtain and maintain certification to Cyber Essentials (the "Cyber Essentials Certificate") in relation to the Services during Contract Period. The Cyber Essentials Certificate shall be provided by the Contractor to the Authority annually on the dates as agreed by the Parties.

4.2 The Contractor shall notify the Authority of any failure to obtain, or the revocation of, a Cyber Essentials Certificate within 2 Working Days of confirmation of such failure or revocation. The Contractor shall, at its own expense, undertake those actions required in order to obtain a Cyber Essentials Certificate following such failure or revocation. For the avoidance of doubt, any failure to obtain and/or maintain a Cyber Essentials Certificate during the Contract Period after the first date on which the Contractor was required to provide a Cyber Essentials Certificate in accordance with paragraph Error! Reference source not found. (regardless of whether such failure is capable of remedy) shall constitute a Material Breach entitling the Authority to exercise its rights.

#### 5. RISK MANAGEMENT

- The Contractor shall operate and maintain policies and processes for risk management (the Risk Management Policy) during the Contract Period which includes standards and processes for the assessment of any potential risks in relation to the Services and processes to ensure that the Authority's Security Requirements are met (the Risk Assessment). The Contractor shall provide the Risk Management Policy to the Authority upon request within 10 Working Days of such request. The Authority may, at its absolute discretion, require changes to the Risk Management Policy to comply with the Authority's Security Requirements. The Contractor shall, at its own expense, undertake those actions required in order to implement the changes required by the Authority within one calendar month of such request or on a date as agreed by the Parties.
- 5.2 The Contractor shall carry out a Risk Assessment (i) at least annually, (ii) in the event of a material change in the Contractor's Systems Environment or in the threat landscape or (iii) at the request of the Authority. The Contractor shall provide the report of the Risk Assessment to the Authority, in the case of at least annual Risk Assessments, within 5 Working Days of completion of the Risk Assessment or, in the case of all other Risk Assessments, within one calendar month after completion of the Risk Assessment or on a date as agreed by the Parties. The Contractor shall notify the Authority within 5 Working Days if the Risk Profile in relation to the Services has changed materially, for example, but not limited to, from one risk rating to another risk rating.
- 5.3 If the Authority decides, at its absolute discretion, that any Risk Assessment does not meet the Authority's Security Requirements, the Contractor shall repeat the Risk Assessment within one calendar month of such request or as agreed by the Parties.
- Schedule 1 5.4 The Contractor shall, and shall procure that any Sub-contractor (as applicable) shall, co-operate with the Authority in relation to the Authority's own risk management processes regarding the Services.
- 5.5 For the avoidance of doubt, the Contractor shall pay all costs in relation to undertaking any action required to meet the requirements stipulated in this paragraph Error! Reference source not found. Any failure by the Contractor to comply with any requirement of this paragraph Error! Reference source not found. (regardless of whether such failure is capable of remedy), shall constitute a Material Breach entitling the Authority to exercise its rights.

#### 6. SECURITY AUDIT AND ASSURANCE

- 6.1 The Contractor shall, and shall procure that any Sub-contractor (as applicable) shall, complete the information security questionnaire in the format stipulated by the Authority (the "Information Security Questionnaire") at least annually or at the request by the Authority. The Contractor shall provide the completed Information Security Questionnaire to the Authority within one calendar month from the date of request.
- 6.2 The Contractor shall conduct Security Tests to assess the Information Security of the Contractor's Systems Environment and, if requested, the Authority's Systems Environment. In relation to such Security Tests, the Contractor shall appoint a third party which i) in respect of any Penetration Test, is duly accredited by CHECK, CREST (International) and, ii) in respect of any Security Test to which PCI DSS apply, is an approved scanning vendor duly accredited by the PCI. Such Security Test shall be carried out (i) at least annually, (ii) in the event of a material change in the Contractor's Systems Environment or in the Authority's System Environment or (iii) at the request of the Authority which request may include, but is not limited to, a repeat of a previous Security Test. The content, and format of any report of such Security Tests shall be approved in advance of the Security Test by the Authority. The Contractor shall provide any report of such Security Tests within one calendar month following the completion of such Security Test or on a date agreed by the Parties. The Contractor shall, at its own expense, undertake those actions required to rectify any risks identified by any Security Test in the manner and within the timeframe required by the Authority in its absolute discretion.
- 6.3 The Authority shall be entitled to send the Authority's Representative to witness the conduct of any Security Test. The Contractor shall provide to the Authority notice of any Security Test at least one month prior to the relevant Security Test.
- 6.4 Where the Contractor provides code development services to the Authority, the Contractor shall comply with the Authority's Security Requirements in respect of code development within the Contractor's Systems Environment and the Authority's Systems Environment.
- 6.5 Where the Contractor provides software development services, the Contractor shall comply with the code development practices specified in the Specification or in the Authority's Security Requirements.
- 6.6 The Authority, or an agent appointed by it, may undertake Security Tests in respect of the Contractor's Systems Environment after providing advance notice to the Contractor. If any Security Test identifies any non-compliance with the Authority's Security Requirements, the Contractor shall, at its own expense, undertake those actions required in order to rectify such identified non-compliance in the manner and timeframe as stipulated by the Authority at its absolute discretion. The Contractor shall provide all such co-operation and assistance in relation to any Security Test conducted by the Authority as the Authority may reasonably require.
- 6.7 The Authority shall schedule regular security governance review meetings which the Contractor shall, and shall procure that any Sub-contractor (as applicable) shall, attend.

#### 7. PCI DSS COMPLIANCE AND CERTIFICATION

7.1 Where the Contractor obtains, stores, processes or transmits payment card data, the Contractor shall comply with the PCI DSS.

- 7.2 The Contractor shall obtain and maintain up-to-date attestation of compliance certificates ("AoC") provided by a qualified security assessor accredited by the PCI and up-to-date self-assessment questionnaires ("SAQ") completed by a qualified security assessor or an internal security assessor, in each case accredited by the PCI (each with the content and format as stipulated by the PCI and such reports the "PCI Reports"), during the Contract Period. The Contractor shall provide the respective PCI Reports to the Authority upon request within 10 Working Days of such request.
- 7.3 The Contractor shall notify the Authority of any failure to obtain a PCI Report or a revocation of a PCI Report within 2 Working Days of confirmation of such failure or revocation. The Contractor shall, at its own expense, undertake those actions required in order to obtain a PCI Report following such failure or revocation within one calendar month of such failure or revocation.

#### 8. SECURITY POLICIES AND STANDARDS

- 8.1 The Contractor shall, and shall procure that any Sub-contractor (as applicable) shall, comply with the Security Policies and Standards set out Annex A and B.
- 8.2 Notwithstanding the foregoing, the Authority's Security Requirements applicable to the Services may be subject to change following certain events including, but not limited to, any relevant change in the delivery of the Services. Where any such change constitutes a Contract Change, any change in the Authority's Security Requirements resulting from such Contract Change (if any) shall be agreed by the Parties in accordance with the Contract Change Procedure. Where any such change constitutes an Operational Change, any change in the Authority's Security Requirements resulting from such Operational Change (if any) shall be agreed by the Parties and documented in the relevant Operational Change Confirmation.
- 8.3 The Contractor shall, and shall procure that any Sub-contractor (as applicable) shall, maintain appropriate records and is otherwise able to demonstrate compliance with the Security Policies and Standards.

#### 0. CYBER SECURITY INFORMATION SHARING PARTNERSHIP

- 9.1 The Supplier may require a nominated representative of the Supplier to join the Cyber Security Information Sharing Partnership on behalf of the Supplier during the Term, in which case the Supplier's nominated representative shall participate in the Cyber Security Information Sharing Partnership for the exchange of cyber threat information.
- 9.2 If the Supplier elects a nominated representative to join the Cyber Security Information Sharing Partnership in accordance with Paragraph 9.1 above, it shall review the NCSC weekly threat reports on a weekly basis and implement recommendations in line with the Supplier's Risk Management Policy.

#### ANNEX A - AUTHORITY SECURITY POLICIES AND STANDARDS

The Security Policies are published on:

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

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

#### **ANNEX B - SECURITY STANDARDS**

The Security Standards are published on:

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

- a) SS-001 Part 1 Access & Authentication Controls
- b) SS-001 Part 2 Privileged User Access Controls
- c) Security Standard Physical and Electronic Security
- d) SS-002 PKI & Key Management
- e) SS-003 Software Development
- f) SS-005 Database Management Systems
- g) SS-006 Security Boundaries
- h) SS-007 Use of Cryptography
- i) SS-008 Server Operating System
- j) SS-009 Hypervisor
- k) SS-010 Desktop Operating System
- I) SS-011 Containerisation
- m) SS-012 Protective Monitoring Standard for External Use
- n) SS-013 Firewall Security
- o) SS-014 Security Incident Management
- p) SS-015 Malware Protection
- g) SS-016 Remote Access
- r) SS-017 Mobile Devices
- s) SS-018 Network Security Design
- t) SS-019 Wireless Network
- u) SS-022 Voice & Video Communications
- v) SS-023 Cloud Computing
- w) SS-025 Virtualisation
- x) SS-028 Microservices Architecture
- y) SS-029 Securely Serving Web Content
- z) SS-031 Domain Management
- aa) SS-033 Security Patching
- bb) SS-035 Backup and Recovery
- cc) SS-036 Secure Sanitisation and Destruction

# **Annex 3 - The Client's Expenses Policy**

DWP Policy on Expenses for Business Travel & Accommodation for Contractors\*, Interim Managers and Consultants

\*The term Contractor throughout this document applies to any external Contractors (this includes Contingent Labour, Consultants and Supplier Staff)

#### **Key Principles**

DWP will re-imburse necessary and reasonable business travel and accommodation costs incurred whilst undertaking duties on behalf of DWP and delivering requirements to DWP, where this is agreed as part of the contractual terms.

This is subject to adherence to the following Key Principles:

The Contractor should ensure they understand the policy and follow the correct procedures. Only travel when there is a business need to do so and the journey is wholly and necessary for business reasons.

The requirement to travel has been agreed with DWP in advance and that alternative arrangements have been considered e.g.: Microsoft Teams.

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

Travel (and accommodation) should be booked as far in advance as possible to benefit from the best price available.

All expenses must be in accordance with the expenses detailed in the Contractor Expense Policy at the time the expense is incurred.

All such expenses must have been incurred in performing DWP services away from their main base location of DWP work (as agreed in the Contract, Statement of Work or Work Order), and be minus the cost of travel to the main base location.

Appropriate documentary evidence, such as receipts and tickets, of such expenses being incurred is provided to the appropriate DWP contact. To ensure the department has a robust audit trail and to meet HMRC requirements, you are required to retain evidence of your travel costs and authorisations for the tax year that the expense is incurred and the following three tax years. You should ensure you retain a copy of the evidence, such as the business case or receipts, for this period. Scanned / electronic copies are acceptable and can be retained. The department will not accept responsibility for any electronic receipts retained on the departmental network.

The expenses must be submitted at the same time as the relevant weekly timesheet or, where weekly timesheets are not required under the contract, as part of the next invoice submission. DWP reserves the right to reject claims for unreasonable expenses, any expenses that are non-compliant with DWP Policy or expenses which could have been avoided if a journey had been better planned.

Contractors must not register or use DWP travel booking systems. Where appropriate, bookings can be made on behalf of a Contractor by a permanent staff member when accompanied by

approval from the Hiring Manager. The email should be retained by the permanent staff member booking the travel to ensure an audit trail is kept.

Circumstances where DWP will not reimburse expenses incurred.

DWP will not reimburse costs incurred for travel to, or accommodation at, the main base location as specified in the Contract, Statement of Works or Work Order.

Additionally, in order to comply with Propriety and Regularity, Audit and Tax rules DWP will not pay, or be responsible for the payment of any fines or penalty charges in respect of private vehicles etc. during the undertaking of duties for DWP.

#### Offshore Personnel

In exceptional circumstances, DWP Security approval may have been gained to allow Contractors to be located outside the UK. Where this is applicable in your agreement with DWP, the following applies:

Business Travel and Accommodation expenses incurred in offshore locations will not be reimbursed.

Where the Contractor decides to bring off-shore Contractors into the UK in order to perform services to DWP, i.e.: they become "landed", then the DWP Contractor Expense Policy may apply where official travel and payment of expenses is specified within the Contract. DWP will not be liable for any expenses incurred in order for the Contractors to be "landed" i.e.: for travel from the off-shore location to the on-shore location.

#### **Expense Rates**

The types of expenses and the rates payable are given in the Table below and are applicable from 9th May 2024. The rates payable are subject to change.

1. Reimbursable Expenses, subject to Key Principles noted above

Travel

Public Transport including Rail Travel

The most cost effective/value for money option should be obtained and Contractors can use their own organisations' booking agent(s) or low-cost alternatives. Advantage should be taken of any offers for reduced travel (including Restricted and Advanced Purchase Tickets).

Alternatively, DWP employees can book travel on behalf of Contractors.

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

The use of Rail, Oyster and other discount cards or schemes is encouraged if evidence is shown that these will save DWP more than their cost.

#### **Taxis**

Taxi fares (up to a maximum of £50 per person per journey) may be reimbursed for official travel where their use is reasonable in the circumstances, and at least one of the following applies:

- Where there is no other suitable method of public transport
- In exceptional circumstances where the saving of official time is important
- When heavy luggage has to be handled
- When shared by other Contractors working for DWP and the fare overall is cheaper than public transport
- There is a risk to personal safety

### Air Travel

Claims for domestic air travel are by exception and will only be permitted where, taking into account the full cost and duration of the journey including travel to/from the airport, and potential overnight stays saved, it offers better value for money than alternative methods.

The cheapest ticket which meets the travel requirements must be purchased. In most circumstances this will be an Advance or Fixed ticket. Under no circumstances should a more expensive ticket be booked with a particular company just to accrue points/rewards.

Contractors can use their own organisations' booking agent(s) or low-cost alternatives. Any claims for the cost of travel must be evidenced with supporting documentation and receipts.

Alternatively, DWP employees can book travel on behalf of Contractors.

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

Temporary Vehicle Hire

Contractors working for DWP may drive hired vehicles when carrying out DWP business. It must be stressed that this applies solely to DWP business. No driving can be undertaken for private use, their own company or any other company they are currently working for.

Any deviation from this will invalidate the Crown Indemnity cover (which applies instead of commercial insurance cover) and the Contractor will be responsible for any damages and costs.

Vehicle hire is only to be booked by a DWP employee on behalf of the Contractor. If a Contractor does not have a DWP pseudo staff number, the booker should book the vehicle in the Contractor's name but use their own staff number and quote the relevant cost centre and Business Unit code. In advance of the journey the DWP manager must complete the checklist provided at Annex 1.

Where a car is hired through the Daily Rental process, vehicles should be supplied with a full tank of fuel and the Contractor must refuel the temporary vehicle before returning it, retaining the receipt for the appropriate period and submitting to the Hiring Manager for reimbursement. There are no exceptions to this.

Private Vehicle Use

Higher standard rate (up to 10,000): £0.45 per mile

Lower standard rate (over 10,000)\*: £0.25 per mile

Motorcycle: £0.24 per mile

Contractors can only use their own vehicle for business journeys when there is no other practicable mode of transport including public transport. Permission must be gained from DWP for each business journey carried out in a private vehicle.

Before undertaking such journeys, the DWP manager must complete the checklist provided at Annex 1 and check that the Contractor holds a full current driving licence and that their motor vehicle insurance includes a Business Use clause. Contractors cannot under any circumstances travel on DWP business using their own car if their insurance does not include the Business Use clause"

Contractors are also responsible for ensuring that their private vehicle is roadworthy and, where required, have a valid MOT Test Certificate.

All Contractor personnel must ensure their motor vehicle insurance policy includes an Employer Indemnity clause in addition to the Business Use clause. It is the policyholder's responsibility to check with their insurance company that they have both types of cover.

Car Parking

Car parking fees can be claimed on production of the appropriate documentary evidence. Receipts and tickets should be provided to the appropriate DWP contact.

Overnight accommodation

Where it is necessary for a Contractor to stay away from their main base location(s) for the performance of the contract then overnight accommodation costs will only be reimbursed where it is not possible for the Contractor to stay at their home.

The following principles apply to any accommodation booking:

It must be as close to the traveller's end location as possible and within a 5 mile radius of the alternate workplace (outside London) or within 30 minutes travel (inside London);

ii) It must be the most economical option, having taken into account the whole trip cost, such as public transport costs, taxi fares and travelling time;

- iii) You must book the most cost-effective hotel within the stated limit;
- iv) Where possible hotels should be booked at least 14 days in advance to increase the likelihood that cheaper rooms are available;
- v) Under no circumstances should a more expensive hotel be booked with a particular company just to accrue points/rewards.

Hotel

Upper limits per night:

London: £150.00

Rest of the country except London: £100.00

Hotel bookings must be for room only.

The most cost effective/value for money option should be obtained and Contractors can use their own organisations' booking agent(s) or low-cost alternatives. Advantage should be taken of any offers for reduced hotel rates.

Contractors are expected to book the lowest available rate hotel and may be asked to evidence this.

Any claims for the cost of accommodation must be supported with receipts.

Alternatively, DWP employees can book travel on behalf of Contractors.

Overnight stay with friends or relatives

Friends and relatives - Nightly: £25.00

Where a Contractor elects to stay with friends or relatives rather than in a hotel or other commercial establishment, then the Hotel rates do not apply.

Instead, the "friends and relatives" allowance is payable at a flat rate to cover accommodation.

# 2. Non-reimbursable Expenses:

Subsistence / meals

DWP will not reimburse claims for meals or subsistence, including Breakfast on overnight stays.

Mobile Phone Calls and Internet usage

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

Fines and Penalties

Fines, penalties and any associated administration costs incurred whilst using a private vehicle or temporary vehicle hire are the personal financial responsibility of the Contractor.

DWP has no financial responsibility for payment of any fines, penalties and administration costs associated with use of a private vehicle or temporary vehicle hire.

Item	Client Assurance Manager	Senior Commercial Manager
1.1	The Client Assurance Manager is tasked with the regional assurance of regional projects.  The Client Assurance Manager will assure the delivery of batches of projects in respect of time / programme, cost, and project performance metrics to be defined and agreed with the Client.  Client Assurance Manager will assure that the programme strategy and proposed pipeline for projects is aligned with industry practice and is conducive to achieving best value and maximising opportunities.	The Senior Commercial Manager will assist with validating, and reporting capital cost information at a national level and assisting in providing oversight of the UK wide commercial delivery programme.
1.2	The Client Assurance Manager will manage key assurance objectives of providing DWP with certainty of cost, programme, and technical requirements of regional projects.	The Senior Commercial Manager will provide accurate cost information to the Core Team and Project Management Office to enable the programme strategy and forecasting for programme delivery which will endeavour to be conducive to achieving best value and maximising opportunities of the UK wide delivery programme.
1.3	The Client Assurance Manager will identify key items and issues that require discussion / resolving or elevating to the WPT Core Team.	The Senior Commercial Manager will identify key commercial items and finance issues that require discussion / resolving or elevating to the DWP Estates Service Leadership Team.
1.4	The Client Assurance Manager will be the first point for escalation of issues that cannot be resolved at the Project Delivery or Supply Chain level.	The Senior Commercial Manager will assist with the escalation of cost and contractual issues that cannot be resolved at Project Delivery /Supply Chain level.
1.5	The Client Assurance Manager will review, challenge, and coordinate a response to issues and challenges that will arise at regional level.  They will collect relevant information and feedback to facilitate a proposed response, recommendations and/or mitigation and present this to the Core Team for consideration.	The Senior Commercial Manager will review, challenge, and assist with coordination of responses to national cost issues and challenges that will arise across the UK. They will collect relevant information and feedback to facilitate a proposed response, recommendations and/or mitigation and present this to the Core Team for consideration.
1.6	The Client Assurance Manager will assure the gateway governance process is utilised at project and regional level. They will collect all relevant information and feedback to facilitate a proposed response, recommendations and/or mitigation and present this to the Core Team for consideration.	The Senior Commercial Manager will assist with establishing key commercial governance processes that will be utilised at project, regional and national level. The governance processes, the reporting and monitoring processes that will be implemented across the programme will assure commercial governance, transparency for the Client with reducing risk and increased certainty as the projects and programme evolve.
1.7	The Client Assurance Manager will instigate regular regional review meetings to facilitate upward reporting. This will include regular project 'health checks' such that and 'early warnings' that should result in delay and cost escalations to the Core Team for consideration.	The Senior Commercial Manager will (where applicable) be a part of national commercial review meetings to facilitate upward reporting. Actions and ownership will be assigned, and execution of these actions will be monitored and expected.
1.8	The Client Assurance Manager will (where applicable) review the regional procurement strategy (ITT Level) for projects to assure it is aligned with industry recognised practice and is conducive to achieving best delivery value and maximising opportunities.	The Senior Commercial Manager will (where applicable) assist with reviewing the national commercial strategy for projects to assure it is aligned with industry recognised practice and is conducive to achieving best commercial value and maximising opportunities.
1.9	The Client Assurance Manager will establish and maintain a summary regional assurance Risk Register for their region.	The Senior Commercial Manager will work with project teams to establish and maintain a national commercial Risk Register.

Item	Client Assurance Manager	Senior Commercial Manager
1.10	The Client Assurance Manager will be proactive in facilitating and fostering the partnering and collaborative ethos championed by the Core Team and across the entire regional programme.	The Senior Commercial Manager will assist in developing and championing a partnering and collaborating ethos across all aspects of the national programme.
1.11		The Senior Commercial Manager will (where necessary) engage with the client financial team and Project Management Office where specific advice, or guidance is required to assure that the necessary financial governance is being applied across all aspects of the national programme.
1.12		The Senior Commercial Manager will prepare and assist with workshops across the UK as considered necessary to assure the successful delivery of the programme.
1.13		The Senior Commercial Manager will assist with the preparation of national commercial updates to the Programme Director as considered necessary to assure the successful delivery of the programme.
1.14	The Client Assurance Manager will establish and maintain a regional assurance milestone tracker to enable regular and detailed reporting or escalations to the Core Team for consideration.	
2.1	The Client Assurance Manager primary interfaces inside the programme will be the Project Management Office, the professional services team, principal contractors, the nominated supply chain, and Client stakeholders.	The Senior Commercial Manager primary interfaces inside the programme will be predominantly The Core Team however also the Project Management Office, the professional services team, principal contractors, the nominated supply chain, and Client stakeholders as and when required.
2.2	The Client Assurance Manager primary interfaces outside the programme will be the professional services team, principal contractors, and the nominated supply chain.	The Senior Commercial Manager primary interfaces outside the programme will be predominantly the Core Team however also the client senior leadership team, the professional services team, principal contractors, and the nominated supply chain as and when required.
3.1	The Client Assurance Manager may be required to conduct Health and Safety audits of projects within their region (when applicable).	
3.3	The Client Assurance Manager shall maintain a valid CSCS card for the duration of the programme roll-out.	The Senior Commercial Manager shall maintain a valid CSCS card for the duration of the programme roll-out.
3.4	The Portfolio Programme Manager will have the authority to stop any work on site if in their opinion the Health and Safety of the site, or workers, could be compromised.	The Senior Commercial Manager will raise concerns if in their opinion the Health and Safety of the site, or workers, could be compromised.
4.1	The Client Assurance Manager in conjunction with the professional services team, will assure that national and departmental design standards as defined by the DWP Design Compliance Team are consistently applied across the national programme.	The Senior Commercial Manager will assure that national and departmental commercial and governance standards are consistently applied across the national programme.
5.1	The Client Assurance Manager will chair and manage regional programme team meetings. They will assure that, where relevant, issues are debated	The Senior Commercial Manager will help prepare for and be a part of regional cost review team meetings. The Commercial Lead will assure that,

Item	Client Assurance Manager	Senior Commercial Manager
	at regional level meetings before being escalated to Core Team level.	where relevant, issues are debated at regional level meetings before being escalated to Core Team level.
5.2	The Client Assurance Manager will chair and manage regional stakeholder review meetings and provide regular and detailed reporting.	
5.3	The Client Assurance Manager will chair and manage regional stakeholder review meetings with Project Management Office and other DWP service partners and professional services providers.	
6.1	The Client Assurance Manager will assure that the regional estates delivery programme, and individual milestone programmes are in alignment.	
6.2	The Client Assurance Manager monitors progress against the regional estate's milestone programme.	The Senior Commercial Manager will assist with the monitoring of costs against the regional estates cost milestone programme.
6.3	The Client Assurance Manager in conjunction with the Project Managers, assures that key dates are achieved for individual projects in so far as reasonably practicable and could be expected of a consultant performing this role.	The Senior Commercial Manager in conjunction with the Project Managers, assures that key cost submission dates are achieved for individual projects in so far as reasonably practicable and could be expected of a consultant performing this role.
6.4	The Client Assurance Manager in conjunction with the Project Managers will review and impact proposed changes in programme. Changes in programme shall be reported to the Core Team and Project Management Office after agreement.	
7.1	The Client Assurance Manager in conjunction with the Project Managers will regularly review Landlord approval status and highlight any concerns to the Core Team at the earliest opportunity.	
7.2		
8.1	The Client Assurance Manager will assist the Professional Service providers with the handover process and highlight concerns to the Core Team at the earliest opportunity.	
8.2	The Client Assurance Manager will, in liaison with Project Management Office maintain a handover tracker identifying key dates and measure achievement performance against these dates. This information will be issued to the core team at agreed intervals.	
8.3	The Client Assurance Manager acts as an escalation and intervention route to Core Team for estates issues at the handover meeting, which cannot be agreed at project level.	
9.1	The Client Assurance Manager will provide contractual oversight for regional assurance and support to the regional teams.	The Senior Commercial Manager will assist with providing commercial, contractual oversight and support to the regional and national teams.
9.2		The Senior Commercial Manager will review and validate instructions from a cost perspective in support of the regional and national teams, whilst reporting back to the National Assurance Manager (Commercial) Lead
10.1	The Client Assurance Manager is the point of escalation for issues pertaining to statutory approval and consents. Issues will be reviewed and	

Item	Client Assurance Manager	Senior Commercial Manager
	presented to the core team with an action plan and proposed mitigations.	
11.1	The Client Assurance Manager assures that project risks are collated and fed into the regional risk register, and the business risk and assumption log.	The Senior Commercial Manager will support and assist with providing commercial advice and input into the regional risk register.
11.2	The Client Assurance Manager will assure that team members are actively managing risk control measures at regional level.	
12.1	The Client Assurance Manager in liaison with the Core Team Commercial Lead manages the regional change control system.	
13.1		The Senior Commercial Manager will assist with providing an assurance overview in connection with the principal contractor commercial performance in respect of cost control at national and regional level.
13.2		
14.1		The Senior Commercial Manager will review capital costs and compensation events to provide commentary as appropriate and pass to the Client for approval and payment.
14.2		The Senior Commercial Manager will liaise with DWP finance to assist with the actual and forecast cash flow information at a national level.

#### New Z clauses:

Z1.2 Insert a new clause 1.2:

"The Security Requirements set out in "Contract Schedule 1 – The Statement of Requirements and Scope – Annex 2 will apply." "Perfect Circle's (PC) Business Management System (BMS) is certified to ISO 9001, 45001, 44001 and Constructionline. In addition, the PC BMS is aligned to ISO 27001 and its scope is included within third party audits which are undertaken in our Head Office which we co-share with Pick Everard whose BMS is certified to ISO 27001. Perfect Circle also has Cyber Essentials and Cyber Essentials Plus certification. **REDACTED**, who is Perfect Circles Head of Central Framework Team, oversees all third-party certification for Perfect Circle as well as Pick Everard. Perfect Circle will operate the appointment in accordance with DWP's Security Policy and shall procure that any Sub-consultant (Gleeds Cost Management and Del Bosque) shall comply with ISO/IEC 27001 in relation to the services during the Contract." The Contract Schedule 1 – The Statement of Requirements and Scope is attached under Doc 1.

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

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

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

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

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

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

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

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

## **Protection on Information**

The Contractor and any of its Sub-contractors, shall not access, process, host or transfer Authority Data outside the United Kingdom without the prior written consent of the Authority, and where the Authority gives consent, the Contractor shall comply with any reasonable instructions notified to it by the Authority in relation to the Authority Data in question. The provisions set out in this paragraph shall apply to Landed Resources.

Where the Authority has given its prior written consent to the Contractor to access, process, host or transfer Authority Data from premises outside the United Kingdom: -

- the Contractor must notify the Authority (in so far as they are not prohibited by Law) where any Regulatory Bodies seek to gain or has gained access to such Authority Data;
- b) the Contractor shall take all necessary steps in order to prevent any access to, or disclosure of, any Authority Data to any Regulatory Bodies outside the United Kingdom unless required by Law without any applicable exception or exemption.

# **REDACTED**

.



# **AMENDMENTS IN EXECUTION**

THIS PAGE IS RESERVED TO RECORD DOCUMENT AMENDMENTS REQUIRED DURING THE DOCUSION EXECUTION PROCESS

Please use this space if amendments are required to the Agreement during the electronic signing of this contract. Using the DocuSign "markup" tool, please record:  Page number  Field requiring correction  The change you require to be made e.g. the correct wording or updated version of an attachment.		



In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events Scape contract filing	COPIED	<b>Timestamp</b> Sent: 26/9/2024   09:13

COPIED

Sent: 26/9/2024 | 09:13

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	25/9/2024   18:14
Certified Delivered	Security Checked	26/9/2024   09:06
Signing Complete	Security Checked	26/9/2024   09:13
Completed	Security Checked	26/9/2024   09:13
Payment Events	Status	Timestamps



#### ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Scape Group (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

# **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

# Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

# Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

## **How to contact Scape Group:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: **REDACTED** 

# To advise Scape Group of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at **REDACTED** and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

# To request paper copies from Scape Group

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to **REDACTED** and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

# To withdraw your consent with Scape Group

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

. send us an email to **REDACTED** and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

# Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <a href="https://support.docusign.com/guides/signer-guide-signing-system-requirements">https://support.docusign.com/guides/signer-guide-signing-system-requirements</a>.

# Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Scape Group as described above, you consent to receive
  exclusively through electronic means all notices, disclosures, authorizations,
  acknowledgements, and other documents that are required to be provided or made
  available to you by Scape Group during the course of your relationship with
  Scape Group.