

Highways England Consultancy Contract

Scope

Framework Agreement and Lot Description:

Crown Commercial Service RM1089 Traffic Management
Technology 2 (TMT2)

Lot 12 Traffic Management Professional Services

Contract reference:

TMTii 20

services:

Technology Operations Centre (TOC) – Business Strategy
Support

Contract duration:

2 years with 3 optional 1 year extensions (2+1+1+1)

1.1 Introduction and background

1.1 Description of the *services*

Summary

- 1.1.1 This Scope describes the *services* that are required to be supplied to support the *Employer* in the delivery of its Technology Operations Centre (TOC) programme.
- 1.1.2 This contract is for provision of a flexible, skilled resource pool to provide the work areas as outline below;
- a. Project Management including Business Case production;
 - b. Business Analysis including Process Modelling;
 - c. Procurement Planning; and
 - d. Capability and Resource Planning.
- 1.1.3 The resource pool provisioned for this contract is expert in;
- e. Delivering within the wider transport and other sectors;
 - f. Operational Technologies including roadside, control room and telecoms;
 - g. Asset Management aligned to ISO55000;
 - h. ITIL V3;
 - i. Delivering within Operational Environments;
 - j. NEC3 Contract Suite; and
 - k. The *Employers* current Asset and Technology Maintenance Contracts.

Services

- 1.1.4 As applicable to the Task Order the *Consultant*:
- a. provides project management, project controls and governance support services
 - b. provides implementation, deployment and/or transition support services for the TOC programme;
 - c. provides business analysis and requirements gathering services;
 - d. provides process modelling and evaluation services;
 - e. provides model office services including set up;
 - f. provides options analysis services;
 - g. supports procurement activities;
 - h. provides training needs analysis and training services;
 - i. provides training to the *Employer* or Others as instructed by the *Employer*;
 - j. provides evaluation services;
 - k. Provides expert support to the *Employer* and investment committee and assurance meetings.

1.2 **Employer's Objectives**

- 1.2. The primary objective of the *Employer* is to define a Technology Operations Centre (TOC) delivery solution in the form of a full business case. In defining the solution the *Employer* gains knowledge of;
 - 1.2.1. Contracts and other commercial arrangements affected by the solution and proposed mitigations;
 - 1.2.2. Current business processes and supporting systems affected by the solution and proposed new, enhanced and obsolete processes required;
 - 1.2.3. People and directorates on which the solution may have an impact.
- 1.3. The *Employer* realises the forecasted benefits from the Tools for the TOC (TTOC) project
- 1.4. The *Employer* achieves a consistent approach to business change linked to the introduction of the TOC and alignment to the TTOC, Asset Delivery and CHARM programmes.

1.3 **Background**

- 1.3. The *Employer* published an Operational Technology Strategy in January 2016 which detailed a new holistic approach to the management of our roadside technologies dispersed around our strategic network.
- 1.4. Currently there is a gap in our ability to consistently manage our technology to achieve the best outcomes for our customers. The Technology Operations Centre (TOC) is a defined function that is key to the strategy and underpins a new ability to manage our technology assets in terms of its lifecycle, maintenance requirements and availability.
- 1.5. The TOC is one of a number of programmes aimed at better asset management and utilisation we other key programmes being;
 - 1.5.1. Tools for the TOC (TTOC) – a software development programme aimed at replacing a range of end of life systems currently used to log and manage our technology in order to deliver an improved and sustainable suite of functions for the TOC as well as the wider organisation and supply chain;
 - 1.5.2. CHARM – a change programme that in its first phase will replace the current Highways England Traffic Management Systems (HATMS) used to visualise and control our technology through our network of regional control centres.

2 GENERAL REQUIREMENTS

2.1 Task Orders

2.1.1 Before issuing a Task Order, the *Employer* issues a Task brief to the *Consultant*. The Task brief includes:

- a description of the *services* required,
- the information to be provided to the *Consultant* by the *Employer*,
- contact details,
- the timescale in which the work is to be carried out,
- deliverables and any associated tests
- the timescale for the return of the Task proposal.

2.1.2 The *Consultant* responds to the brief with a Task proposal, containing the following information:

- scope of the work,
- methodology (including timescales),
- personnel to manage and undertake the work including any additional specialists not named as *key people*
- an estimate of the total of the Prices to undertake the work and
- reporting regime.

The *Consultant* submits the Task proposal normally to the *Employer* by means of email.

2.1.3 The Task proposal may then be the subject of discussions to clarify the extent and scope of the work, proposed timescales or other matters. Following agreement, the *Employer* issues the Task Order to the *Consultant* using the *Employer's* Task Order form.

2.2 Quality Management

2.2.1 The *Consultant* Provides the Services under a quality management system which

- complies with BS EN ISO 9001:2008 (or the current standard that replaces it),
- incorporates an environmental management system consistent with ISO 14001 (or current standard that replaces it),
- has third party certification from a an accreditation body approved by the applicable national member of the European Co-operation on Accreditation or is operating in preparation for accreditation within 12 months of the Contract Date; and
- includes processes for delivering continual improvement following the guidance in ISO 9004 or any equivalent standard which is generally recognised as having replaced it and
- complies with good industry practice.

2.2.2 The quality plan incorporates the proposals in the Quality Statement and is sufficiently detailed to demonstrate how the *Consultant* will achieve each of the commitments in the Quality Statement and meet the *Employer's* objectives for the contract.

2.2.3 The *Employer* notifies the *Consultant* if he considers that the quality plan does not comply with the requirements of this contract. Following such notification the *Consultant* reviews the quality plan and reports to the *Employer* setting out his proposed changes. If the *Employer* accepts the proposals the Quality Plan is changed.

2.2.4 The *Employer* may carry out audits of the *Consultant's* quality management system from time to time. The *Consultant* allows access at any time within working hours to any place where he or any Subconsultant carries out any work that relates to this contract for the *Employer* to carry out audits, to inspect work and materials and generally to investigate whether the *Consultant* is performing his obligations under this contract. The *Consultant* provides all facilities necessary to allow such audits and inspections to be carried out.

2.2.5 Following notification of a Defect, the *Consultant* submits to the *Employer* for acceptance the corrective and preventative action that he proposes to take to deal with the nonconformity. The *Consultant* does not take action to deal with the nonconformity until the *Employer* has accepted his proposals.

2.2.6 Within one week of the *Consultant* submitting the proposed corrective and preventative action to him for acceptance, the *Employer* either accepts the

proposal or notifies the *Consultant* of his reason for not accepting it. A reason for not accepting the proposed action is that

- it does not take action required to ensure that nonconformities do not recur or
- it does not comply with the Scope.

2.2.7 If the *Employer* does not accept the proposed action, the *Consultant* submits a revised proposal to the *Employer* for acceptance within one week.

2.2.8 The *Consultant* corrects nonconformities and takes action to eliminate the causes of actual or potential nonconformities within a time which minimises the adverse effect on the *Employer* or Others and in any event before carrying out any operation the same or similar as that in respect of which the nonconformity occurred.

2.2.9 The *Consultant* notifies the *Employer* when the proposed actions have been taken and provides with his notification verification that the defective part of the *services* has been corrected.

2.3 Continual Improvement

2.3.1 The *Consultant* operates processes for delivering continual improvement following the guidance in ISO 9004 and below.

2.3.2 Purpose

This sets out the *Employer's* minimum requirements in relation to the *Consultant's* continual improvement of the delivery of all of the *services*.

Continual improvement under this heading comprises four parts:

- outcome requirements
- strategic objectives
- the method
- lean measurement

(i) Outcome Requirements

The primary outcome from using continual improvement is the generation and realisation of reductions in the cost of delivering the *services* for the benefit of both the *Employer* and the *Consultant*.

An additional outcome is the improvement of quality in delivering the *services*, at either no additional cost or reduced cost to the *Employer*.

(ii) Strategic Objectives

The following strategic objectives in support of the above outcome are to be delivered by the *Consultant*:

- engagement of the *Consultant's* executive leadership to ensure these continual improvement requirements are fulfilled

- proactive management and engagement of the *Consultant's* supply chain in support of reductions in the cost of delivering the *services* enabled by a reduction in the supplier's cost charged to the *Consultant*
- a systematic and prioritised approach to the improvement of all of the processes contained in the *Consultant's* Quality Plan
- the identification of improvement opportunities that primarily have the potential to generate reductions in the cost of delivering the *services*
- realisation of the reduction in the cost of delivering the *services* by a measurable reduction in cost
- realisation of other benefits that result in an improvement to the quality of the *services*, at no additional cost to the *Employer*

(iii) The Method

The *Consultant* executes the following method, although it is accepted that it may adopt, at its own discretion, additional methods to deliver the above outcome requirements and strategic objectives.

Lean is a method of delivering the above outcome requirements and strategic objectives, and is a way of doing more with less. It produces what a customer wants, when it is required, with a minimum of waste, and to a high level quality. Lean works through a relentless elimination of waste and reduction of variation.

The *Consultant* uses lean tools to systematically address, in a planned sequence, the processes in its Quality Plan in order to identify customer requirements, establish and optimise the execution of value adding activity, identify and minimise non-value adding activity, and eliminate waste.

The *Consultant*:

- (a) DEPLOYS A STRATEGIC USE OF LEAN
 - adopts lean principles as part of formal strategic plans for the *Consultant's* business
 - employs formal processes for determining customer/client value
- (b) ENSURE LEAN LEADERSHIP
 - ensures senior leaders and management within the *Consultant's* organisation enthusiastically embrace the concept of Lean and support a transformation to a Lean culture in the organisation
- (c) DELIVER CUSTOMER VALUE
 - ensures value streams of all stakeholder processes have been mapped and value adding activities are identified and optimised
 - ensures critical interactions and interdependences are identified
 - ensures opportunities for minimising non value adding activity and eliminating waste are identified and realised
- (d) ADOPT LEAN STRUCTURE AND BEHAVIOUR

- revises policies and procedures to promote, encourage and support Lean behaviour
 - delegates decision making to lowest practical level, with appropriate training
 - encourages prudent risk taking
 - implements a comprehensive programme of innovation/improvement initiatives and measure their impact
- (e) ENSURE PROCESS FLOW
- designs processes along value streams encouraging customer/client pull with minimum waste
 - minimises travel distance or time delay
 - ensures continuous flow through all value streams
 - ensures demand is aligned to customer pull in order to provide a balanced workload with minimum stock levels
- (f) CREATE STANDARD WORK PRACTICES
- standardizes processes across sites and departments
 - standardizes tools and systems used throughout the *Consultant's* organisation
- (g) ENSURE PROCESS CONTROL AND QUALITY
- reduces process variation throughout the *Consultant* organization
 - analyses the root cause of defects and nonconformities, implement corrective action and update processes with lessons learned
 - ensures all processes include mistake proofing with preventative measures maintaining optimal process conditions
 - delegates authority for quality to lowest practical level minimising secondary inspection
- (h) ENSURE PLANNING DESIGN AND CONSTRUCTION TAKES ACCOUNT OF CUSTOMER/CLIENT REQUIREMENT
- continually evaluate customer/client needs with formal feedback
 - ensures customer/client is represented on integrated product/project teams
 - integrates planning/design/construction teams
 - identifies and quantify priorities of downstream stakeholders
 - ensures services to sites are designed to be in line with demand usage to minimise inventory
- (i) DEPLOY EFFECTIVE EQUIPMENT MAINTENANCE
- ensures equipment is in a condition to contribute to quality and provide a high level of availability. Keep records of defects to target proactive maintenance

- ensures employees have full ownership and care for processes and maintain process performance
 - evaluates repair/maintenance schedules in line with available capacity and ensure risk contingency
- (j) MAINTAIN EFFECTIVE SUPPORTING INFRASTRUCTURE
- ensures financial/measurement system supports lean transformation and is readily accessible to stakeholders
 - ensures information systems are easily accessible and compatible with stakeholder communications and analysis needs
 - ensures personnel practices make suitable skills available
 - ensures education and training programmes support the needs of the enterprise transformation plan
 - makes resources and support available to employees to contribute to Lean improvement
 - develops supply chain small enough to be effectively managed
 - defines, develops and integrates supplier network to ensure efficient creation of value for enterprise stakeholders

In carrying out the above process the *Consultant* assists and enables its supply chain in the adoption of lean methodologies and approaches, and engaging in lean improvement projects.

(iv) Lean Measurement

The *Consultant* records and measure the benefits realised from the execution of continual improvement process in accordance with the *Employer's* Lean Benefits Realisation Guide.

The *Consultant*:

- Captures and records the reductions in cost
- Captures and records any other benefits
- Ensures results are recorded showing general details about the improvement, planned/targeted benefits, and actual/realised benefits with supporting calculations
- Reviews and reports on performance on a monthly basis

2.3.3 The *Consultant* adjusts its delivery of continual improvement process based on lessons learned from the measurement of its performance.

2.3.4 The *Consultant* measures their adoption of a continual improvement culture using the *Employer's* Lean Maturity Assessment Toolkit.
<https://www.gov.uk/guidance/highways-england-lean-maturity-assessment-helma#HALMAT>

2.4 Project Performance Indicators

- 2.4.1 The *Consultant* records performance against each of the indicators (the Project Performance Indicators”) in the latest version of the Collaborative Performance Framework and assists the *Employer* in the development of this measurement toolkit by proposing and developing ways in which improvements can be made to the Toolkit. No changes are implemented unless agreed in writing.
- 2.4.2 Interim assessments are made by the *Consultant* at monthly intervals and are reported in advance of progress meetings. If the interim assessments indicate that a performance target is not likely to be met, the *Consultant* submits proposals for changes to procedures to the *Employer* for acceptance. At the end of each Task, a final self-score report is produced and agreed with the Project Sponsor. The *Consultant* prepares an improvement plan showing how performance will be improved during any further Tasks.
- 2.4.3 In determining the allocation of future work under this contract, the *Employer* will use the *Consultant’s* performance against these Project Performance Indicators on each Task.
- 2.4.4 On each anniversary of the Contract Date the *Consultant* submits proposals for improvements for the following year in order to meet the requirement for continual improvement in performance.

2.5 Financial Management

- 2.5.1 The *Consultant* includes on his invoices the requisition number and, where appropriate, the purchase order number. The *Consultant* submits with each invoice such records as the *Employer* requires, including time sheets and details of expenses.
- 2.5.2 The *Consultant* notifies the *Employer* of the name and address of his bank, the account name and number, the bank sort code and any other details required to make direct payments into that account.

2.6 Health and safety requirements

- 2.6.1 The *Consultant* complies with the *Employer’s* rules, regulations, health and safety policies and any safety and security instructions notified to the *Consultant*.
- 2.6.2 The *Consultant* reports to the *Employer* any accidents to people employed by the *Consultant* which require to be reported in accordance with relevant health and safety legislation.
- 2.6.3 The *Consultant* and the *Employer* notify each other of any known special health and safety hazards which may affect the performance of the *services*. The *Consultant* informs and instructs people employed by him on the hazards and any necessary associated safety measures.

2.6.4 The *Consultant* complies with *Employer's* Interim Advice Note 128/15AR Highways England Supply Chain Health and Safety Incident Reporting ("**IAN 128**"), or its later update or replacement, including any time periods required by IAN 128. If no time period is specified in IAN 128 the *period of reply* applies unless agreed otherwise by the *Employer*.

2.6.5 If any incident occurs that the *Consultant* considers is not within the remit of IAN 128 the *Consultant*

- notifies the *Employer* of the incident and
- reports the incident as if the incident was in the remit of IAN 128 if required by the *Employer*

2.6.6 Any document that would otherwise fail to be disclosed by the *Consultant* to the *Employer* may be withheld by the *Consultant* provided the *Consultant's* legal advisor confirms to the *Employer* that the document is

- A confidential communication between the *Consultant* and its legal; advisor for the purpose of seeking or giving legal advice that the legal advisor would normally expect to be given legal privilege in the normal course of its business with the *Consultant*, and
- a confidential communication between the *Consultant* or its legal advisors and third party where the communication came into existence with the dominant purpose of being used in connection with contemplated, pending or actual litigation in adversarial proceedings (as opposed to investigations or fact finding inquiries).

2.6.7 The *Consultant* ensures that all subcontracts (at any stage of remoteness from the *Employer*) contain requirements similar to paragraphs 2.6.4 to 2.6.6.

2.6.8 The *Consultant* does not

- appoint a Subconsultant or
- allow a Subconsultant to appoint a sub-subconsultant (at any stage of remoteness from the *Employer*)

Until the *Consultant* has demonstrated to the *Employer* that the subcontract (at any stage of remoteness from the *Employer*) complies with paragraph 2.6.7.

2.7 Environmental management and related aspects

2.7.1 In Providing the Services the *Consultant* complies with the *Employer's* environmental policy, which is to conserve energy, water and other resources, reduce waste and phase out the use of ozone depleting substances and

minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

2.7.2 Paper for written outputs produced by the *Consultant* in connection with the contract complies with the relevant Government Buying Standard (<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>) and is used on both sides where appropriate.

2.7.3 Goods purchased by the *Consultant* on behalf of the *Employer* (or which will become the property of the *Employer*) comply with the relevant minimum environmental standards specified in Government Buying Standard (<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>).

2.8 Energy Efficiency

2.8.1 The *Consultant* complies with PPN 7/14

- In Providing the Services and
- in the purchase of products for use by the *Consultant* partially or wholly for the purpose of Providing the Services comply with the standards for products in Directive 2012/27/EU.

2.8.2 The *Consultant* demonstrates to the *Employer* how, through Providing the Services, any new products purchased by the *Consultant* for use partially or wholly for the purpose of Providing the Services, complies with the requirements of Procurement Policy Note 7/14 entitled "Implementing Article 6 of the Energy Efficiency Directive". (<https://www.gov.uk/government/publications/procurement-policy-note-0714-implementing-energy-efficiency-directive-article-6>)

2.9 Project Management

Right to use material

2.9.1 The *Employer* may use material provided by the *Consultant* under this contract for any purpose.

Working with Others

2.9.2 The *Consultant* does not enter into commitments when dealing with third parties that might impose any obligations on the *Employer* except with the consent of the *Employer*.

Meetings and reports

- 2.9.3 The *Consultant* attends an inception meeting with the *Employer* within two weeks from the starting date.

2.9.4 The *Consultant* reports on the performance of the *services* and attends all meetings arranged by the *Employer* for the discussion of matters connected with the performance of the *services*.

2.9.5 The *Consultant* meets with the *Employer* for monthly progress meetings. These meetings will take place in the *Employer's* office in Bristol or elsewhere by agreement. The *Consultant* records minutes and actions, and distributes these within one week following the meeting.

2.9.6 The *Consultant* provides monthly progress reports (at least one week in advance of the monthly progress meeting) to the *Employer*, detailing progress against the programme, Risk Register updates, early warnings, financial commitments and future forecasting, resourcing forecasts, options for continuous improvement, and change management (e.g. notification of new, and progress against existing, compensation events and Task Orders).

2.9.7 The *Consultant* may be required to attend monthly internal board meetings.

Drawings, specifications, software, designs and other data

2.9.8 The *Consultant* delivers to the *Employer* on Completion the final 'deliverable' version of any data in an agreed format.

2.9.9 If this contract is terminated the *Consultant* delivers to the *Employer* working versions of each deliverable that has not been completed.

2.9.10 If information is to be exchanged electronically, the *Consultant* complies with the *Employer's* procedures for safeguarding the connection and the format of transmitted data.

2.9.11 The *Consultant* provides to the *Employer* copies of such records and documents as the *Employer* requests.

2.10 Information security

2.10.1 The *Consultant* prepares a robust information security plan complying with the *Employer's* security policy and submits it to the *Employer* for acceptance. The *Consultant* includes the security plan in its quality management system. The security plan includes procedures which

- ensure compliance with the Data Protection Acts
- protect information against accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of Personal Data
- ensure that unauthorised persons do not have access to Personal Data or to any equipment used to process Personal Data
- protect IT systems from viruses and similar threats

- provide for disaster recovery, and in particular ensure that the Personal Data is safely backed-up
- provide for the vetting of its employees and Subconsultants' staff in accordance with the *Employer's* Personnel Security Standard set out in Annex 1 of the Scope.

2.10.2 The *Consultant* provides training for its employees and Subconsultants in accordance with the *Employer's* security policy and the security plan.

2.10.3 The *Consultant* does not use any confidential or proprietary information provided to or acquired by it for any purpose other than to Provide the Services.

2.10.4 On Completion or earlier termination, the *Consultant* gives to the *Employer* all Personal Data held by them and destroys electronic and paper copies of such data in a secure manner.

2.11 Insurance

2.11.1 The supply to the *Employer* of any evidence of insurance cover in compliance with requirements of this Clause 81.2 of the *conditions of contract* shall not imply acceptance by the *Employer* that the extent of insurance cover is sufficient or that the terms and conditions thereof are satisfactory nor be a waiver of the *Consultant's* liability under the contract.

2.11.2 The insurance shall be taken out and maintained with insurers who are of good financial standing and of good repute in the international market.

2.11.3 The *Consultant* shall notify the *Employer* at least ten (10) days prior to cancellation, suspension, termination or non-renewal of any of the insurances required by the contract

2.11.4 The *Consultant* shall not (and the *Consultant* shall ensure that none of its subcontractors of any tier) take any action or fail to take any action or, insofar as is reasonably within its power, permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the insurances required by this contract.

2.11.5 The *Consultant* discharges all its obligations under the Insurance Act 2015 when placing, renewing or maintaining any insurances required by this contract, including

- Complying with the duty of fair presentation to insurers and
- Taking the actions needed to protect the *Employer's* separate interests where the *Employer* is required to be named as an insured party.

2.11.6 The *Consultant* meets its statutory insurance obligations in full. Insurances required to comply with all statutory requirements including, but not limited to, Employers' Liability Insurance and Motor Third Party Liability Insurance.

2.12 Legal Opinion for non-Untitiled Kingdom Registered Company

2.12.1 Any legal opinion provided by the *Consultant* in support of a Parent Company Guarantee from a non-UK registered company includes (among others) the following matters

- confirmation that
 - the Controller is a corporation duly incorporated in the relevant jurisdiction, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated,
 - the Controller has full power to execute, deliver, enter into and perform its obligations under the Parent Company Guarantee,
 - all necessary corporate, shareholder and other action required to authorise the execution and delivery by the Controller of the Parent Company Guarantee and the performance by it of its obligations under it have been duly taken,
 - execution by the proposed signatories in accordance with the method of execution proposed will constitute valid execution by the Controller,
 - the execution and delivery by the Controller of the Parent Company Guarantee and the performance of its obligations under it will not conflict with or violate
 - the constitutional documents of the jurisdiction in which it is incorporated,
 - any order of any judicial or other authority in the jurisdiction in which it is incorporated or
 - any mortgage, contract or other undertaking which is binding on the bidder or its assets and
 - (assuming that it is binding under English law) the Parent Company Guarantee constitutes legal, valid and binding obligations of the Controller enforceable in accordance with its terms,
- notification of any other formalities to be complied with under local law which may be necessary to enforce the Parent Company Guarantee in the Controller's place of incorporation, including (for example) notarisation, legalisation or registration of the Parent Company Guarantee,
- notification of whether withholding is required to be made by the Controller in relation to any monies payable to *Employer* under the Parent Company Guarantee,

- confirmation of whether the *Employer* will be deemed to be resident or domiciled in the foreign jurisdiction by reason of its entry into the Parent Company Guarantee and
- confirmation that the Controller and its assets are not entitled to immunity from suit, pre-judgment attachment or restraint or enforcement of a judgment on grounds of sovereignty or otherwise in the courts of England and Wales in respect of proceedings against it in relation to the Parent Company Guarantee.

2.13 Conflict of Interest

- 2.13.1 The *Consultant* does not take an action which would cause a conflict of interest to arise in connection to this contract. The *Consultant* notifies the *Employer* if there is any uncertainty about whether a conflict of interest may arise exist or arise.
- 2.13.2 The *Consultant* notifies the employees and Subconsultants (at any stage of remoteness from the *Employer*), and ensures any Subconsultant informs its employees, who are Providing the Services, that they do not take an action which would cause an actual or potential conflict of interest to arise in connection with the *services*.
- 2.13.3 The *Consultant* ensures that any employee and that any Subconsultant (at any stage of remoteness from the *Employer*) ensures any of its employees, who are Providing the Service, completes a declaration of interests and conflict of interests in the form set out in Annex E. The *Consultant* issues to the *Employer* any completed declaration of interests and conflict of interests.
- 2.13.4 The *Consultant* procures any Subconsultant (at any stage of remoteness from the *Employer*) immediately notifies the *Consultant* and *Employer* if there is any uncertainty about whether a conflict of interest may exist or arise, and immediately notifies the *Employer* if there is any uncertainty about whether conflict of interest may exist or arise.
- 2.13.5 If the *Consultant* or Subconsultant (at any stage of remoteness from the *Employer*) notifies the *Employer*, the *Employer* may:
- a. require the *Employer* to stop Providing the Services until any conflict of interest is resolved; and/or
 - b. require the *Consultant* to submit to the *Employer* for acceptance a proposal to remedy the actual or potential conflict of interest.
- 2.13.6 A reason for not accepting the submission is that it does not resolve any conflict of interest. The *Consultant* amends the proposal in response to any comments from the *Employer* and resubmits it for acceptance by the *Employer*. The *Consultant* complies with the proposal once it has been accepted.
- 2.13.7 Any step taken under this condition is not a compensation event.
A failure to comply with this obligation is treated as a substantial failure by the *Consultant* to comply with his obligations.
- 2.13.8 The *Consultant* accepts that in Providing the Services, there are various restrictions on what related contracts they can tender for, in accordance with the *Employer's* procurement policy located at <https://www.gov.uk/government/organisations/highways-england/about/procurement>. As to avoid a conflict of interest, the *Consultant* accepts that they are prohibited from tendering for any *Employer* opportunities which aim to deploy Technology Operations Centre services and infrastructure on a commercial scale.

3 EMPLOYER'S REQUIREMENTS

3.1 Common Requirements

The *Consultant* provides resources to manage the overall programme of work delivered by this contract.

The *Consultant* creates and manages a set of standard project documents for the contract which will cover programme milestones, overall progress, programme risks, issue and lesson learnt.

The *Consultant* collaborates with the *Employer* and Others throughout the contract using the *Employer's* cloud based project management tools.

The *Consultant* upon the request of the *Employer* uses an email account provided by the *Employer*.

The *Consultant* upon the request of the *Employer* provides suitable meeting spaces for workshops and training events with costs reimbursable on agreement of any external venue.

The *Consultant* operates a robust document management process to ensure that deliverables and products are scheduled and managed with full traceability.

The *Consultant* produces and maintains a schedule of all *key people* from the *starting date* until the *completion date*.

The *Consultant* produces and maintains a business continuity plan that covers arrangements to continue service provision during personal or organisational events that may otherwise delay delivery of the Task Orders.

The *Consultant* produces and maintains knowledge and exit management plans describing the people, information and processes required to successfully handover the products and knowledge created up to the *completion date* to the *Employer*.

3.2 Task Orders

The contract is comprised of seven Task Orders as described in this section.

| |
|---|
| Task Order Name |
| TO1 – Technology Operations Centre (TOC) Delivery Options Analysis |
| Task Requirements |
| <ol style="list-style-type: none"> 1. The <i>Consultant</i> works with the <i>Employer</i> and Others to manage and deliver an option analysis for the delivery of a physical TOC function. This task will include; <ol style="list-style-type: none"> a. Options costing and feasibility study including spatial, resource, facilities and infrastructure considerations; b. early options risk and issue register; c. early business requirements catalogue; d. benefits review; e. early communications management strategy. 2. The <i>Consultant</i> will arrange and facilitate meetings with the <i>Employer</i> and Others during the task to support early consensus on the recommended delivery option 3. The <i>Consultant</i> takes the further requirements of TO2 into account for task planning. |
| Task Objectives and Completion |
| The <i>Consultant</i> will have completed the task on production of the documentation stated and any further agreed actions within the task plan. |
| Expected Task Duration |
| 15 th Nov 17 – 14 th Feb 18: duration 3 months. |

| |
|--|
| Task Order Name |
| TO2 – Technology Operations Centre (TOC) Delivery Business Case |
| Task Requirements |
| <ol style="list-style-type: none"> 1. The <i>Consultant</i> will produce the final business case for delivery using the <i>Employers</i> current business case template. This task will include; <ol style="list-style-type: none"> a. business case production; b. requirements catalogue review and update; c. benefits review and update; d. communications management plan; e. delivery programme plan; f. delivery programme risk and issues register review and update. 2. The <i>Consultant</i> collaborates with the <i>Employer</i> and Others in the production of the business case. 3. The <i>Consultant</i> works to the <i>Employer's</i> guidance document for completion of business cases. 4. The <i>Consultant</i> upon the <i>Employer's</i> request acts as a subject matter expert at any assurance or investment committee meetings related to this task. |
| Task Objectives and Completion |
| The task will be completed on acceptance of the business case documentation by the <i>Employer</i> . This is expected to be by April 2018. |
| Expected Task Duration |
| 1 st Jan 17 – 30 th Apr 18: duration 4 months. |

| |
|--|
| Task Order Name |
| TO3 – Business Change: Regional Contract Evaluation |
| Task Requirements |
| <ol style="list-style-type: none"> 1. The <i>Consultant</i> undertake an assessment of a number of regional term maintenance contracts types and compiles a catalogue of clause affected by the recommended TOC delivery option. 2. The <i>Consultant</i> assesses the affected clauses and recommends high level options to achieve alignment with the TOC. 3. The <i>Consultant</i> includes the following forms of contract; <ol style="list-style-type: none"> a. asset support contract (ASC) b. regional technology maintenance contract (RTMC) c. asset delivery frameworks and contracts; and d. design build finance operate (DBFO) agreements where these currently manage the RTMC. 4. The <i>Consultant</i> organises and facilitates workshops for the <i>Employer</i> and Others to complete an early assessment of the impact of any necessary contract changes. |
| Task Objectives and Completion |
| The <i>Consultant</i> completes the task when the full contract evaluation and impact assessment documentation is accepted by the <i>Employer</i> . |
| Expected Task Duration |
| 15 th Nov 17 – 14 th Feb 18: duration 3 months. |

| |
|---|
| Task Order Name |
| TO4 – TOC Delivery Procurement Strategy |
| Task Requirements |
| <ol style="list-style-type: none"> 1. The <i>Consultant</i> will provide experts in the procurement of operation/control centre environments and support the <i>Employer</i> in the production of the procurement strategy for the delivery option recommended from Task Order 1 2. The <i>Consultant</i> supports the <i>Employer</i> in producing a strategy covering the contracts required to deliver the recommended delivery option. 3. The <i>Consultant</i> supports the <i>Employer</i> in producing tenders documents as required to support the procurement process in line with the strategy. 4. The <i>Consultant</i> organises and facilitates workshops for the <i>Employer</i> and Others as required for provision of wider supply chain engagement. |
| Task Objectives and Completion |
| The <i>Consultant</i> completes the task when the strategy and subsequent tender documents are accepted by the <i>Employer</i> . |
| Expected Task Duration |
| 1 st Jan 18 – 31 st May 18: duration 5 months. |

| |
|---|
| Task Order Name |
| TO5 – Business Change: TOC Processes |
| Task Requirements |
| <ol style="list-style-type: none"> 1. The <i>Consultant</i> identifies all business processes that will be owned or impacted on by the TOC. 2. The <i>Consultant</i> identifies the requirement for new or enhanced current processes and the retirement of obsolete processes 3. The <i>Consultant</i> organises and facilitates workshops which may include a model office set up at the <i>Employers</i> request for the purpose of discussing specific process changes with Others. 4. The <i>Consultant</i> support the <i>Employer</i> in assessing the impact of process change in terms of complexity, time and cost on the wider TOC delivery programme and maintains a current view of progress made. |
| Task Objectives and Completion |
| The <i>Consultant</i> completes the task upon acceptance by the <i>Employer</i> of products agreed on the task plan. |
| Expected Task Duration |
| 15 th Nov 17 – 14 th Dec 18: duration 1 year 1 month. |

| |
|--|
| Task Order Name |
| TO6 – Business Change: Contract, Specification and Process Updates |
| Task Requirements |
| <p>The <i>Consultant</i> at the <i>Employers</i> request undertake any of the following activities on processes, contract and other documents highlighted for change in tasks TO3 and TO5;</p> <ul style="list-style-type: none"> - drafting of amendments; - document reviews; - review workshops; - document publishing; - process modelling. <p>The <i>Consultant</i> complete their work in alignment with the <i>Employer's</i> applicable publication processes</p> |
| Task Objectives and Completion |
| <p>The <i>Consultant</i> completed the task when all activities agreed within the initial task plan are completed or on the request of the <i>Employer</i>.</p> |
| Expected Task Duration |
| 1 st Dec 18 – 31 st Oct 22: duration 3 years 11 months. |

| |
|---|
| Task Order Name |
| TO7 – TOC Product Owner/User Support |
| Task Requirements |
| <p>The <i>Consultant</i> works with the <i>Employers</i> assigned product owners to set up product owner user groups that represent the <i>Employer's</i> wider organisation.</p> <p>The <i>Consultant</i> provides the following services to the product owner;</p> <ul style="list-style-type: none"> - meeting arrangement and facilitation - user group terms of reference - business analysis including creation of user stories and requirements - product backlog development support <p>The <i>Employer</i> acts as the chairperson for user groups and has the responsibility for any decision made.</p> |
| Task Objectives and Completion |
| <p>The <i>Consultant</i> completes the task upon an agreed task end date or with the agreement of the <i>Employer's</i> assigned product owner.</p> |
| Expected Task Duration |
| 15 th Nov 17 – 14 th Nov 19: 2 years |

3.3 Provisions by Employer

The *Employer* provides the *Consultant* with suitable access to main office locations as requested.

The *Employer* provides the *Consultant* with suitable access to internet connections via wifi in main office locations.

The *Employer* provides the *Consultant* with access to JIRA project planning tools used by the project team and suitable digital storage for materials created for this contract.

3.4 Provisions by Others

Not used

3.5 Existing Information

The following documents have been identified in support of this contract;

- Highways England Operational Technology Strategy 2015/2016

3.6 Timing and Completion

The *Employer's* initial expectation of Task Order timing is included as Annex G

The *Consultant* and *Employer* will monitor actual task timings as part of the Task Order acceptance process.

The *Consultant's* completion criteria will be defined and accepted within each individual Task Order.

3.7 Interfaces

The *Consultant* where necessary works with the T-TOC Project which includes staff from Civica Digital and Others yet to be awarded.

The *Consultant* where necessary works with the CHARM Project which includes staff from Kapsch

The *Consultant* where necessary works with the South East RTMC Review Project which includes staff from Mouchel.

Annex A

General notes for hiring managers

- You must see original documents, copies are not acceptable.
- All the time you need to check that birth dates, signatures and photos match. Any discrepancies then call the [Security Team](#) for advice.
- You must comply with the Data Protection Act. Therefore remember to delete any electronic versions of this form/personal documents and securely destroy paper copies of documents when they are no longer relevant. UK Visas and Immigration provide advice on how long to keep copies of nationality and right to work documents:
<https://www.gov.uk/government/collections/Employers-illegal-working-penalties#guidance-and-codes-of-practice>
- Once your *Consultant* starts work, you will need to email the Amey helpdesk to request that their photo is taken for their building pass.
- If you are not located in the same building as your *Consultant*, you will need to make sure there is someone available to greet them at reception and undertake an induction. You will also need to make sure that reception is aware of the date your *Consultant* is starting.

If you have any questions regarding this form or the check itself, the Security Team (SecurityTeam@highwaysengland.co.uk) are happy to help.

If you'd prefer to speak to someone, please state this in your email and a member of the team will call you as soon as they can.

Annex B – BPSS Check

Section 1: Application details and identity verification – guidance notes

Generally one document which contains a photo or 2 documents without photos will provide adequate proof of identity.

However not all documents are of equal value, therefore we have listed below some examples of documents that are from reliable sources, difficult to forge and dated. These documents must be current and ideally issued within last 6 months.

Good examples of identity documents that contain a photo:

- Current UK photo-card driving licence.
- A current passport. Please include the country of issue in section 1.3 (eg British passport, South African passport)

If the applicant is a citizen of the United Kingdom, Switzerland or one of the European Economic Area countries (see [Annex D](#)), their passport can also be used as proof of their 'right to work'. This means that no additional documentation is required to prove nationality.

Good examples of identity documents without photos include:

- Birth certificate, adoption certificate, gender recognition certificate
- Marriage licence, divorce or annulment papers
- Current full UK driving licence (old 'paper' version)
- A recent utility bill or council tax bill (valid for current year)
- Bank, building society or credit union statement or passbook containing current address
- Current benefit book or card or original notification letter from the DWP confirming the right to benefit.
- Police registration document or HM Forces identity card

This is not an exhaustive list and if none of these documents are available, please contact the [Security Team](#) for further advice.

What to look for:

- The documents shown to you must be originals. If you are unsure, consider comparing them to other examples you may have to hand
- Check that the paper and typeface of the document are similar to any others you may have to hand or may have examined recently
- Examine the documents for alterations or signs that the photograph and/or signature have been removed and replaced.
- Check that any signature on the documents tallies with other examples in your possession. If you're unsure, ask the applicant to sign something in your presence

- Check that details given on the documents corresponds with what you already know about the individual
- Check the date of issue on each document. If all documents are new and there are only minimal references available, please contact the [Security Team](#) for more advice.

If you have any doubts about the documents you've been given, please contact the [Security Team](#), before confronting the applicant.

Young Applicants

It can be difficult for young applicants to supply most of the documents listed above. If this appears to be a genuine problem, ask the applicant to supply a passport-sized photo, endorsed on the back with the signature of someone of standing in the applicant's community, e.g. a justice of the peace, doctor, member of the clergy, teacher etc. The signatory should have known the applicant for a minimum of three years.

The photo must be accompanied by a signed statement from the signatory giving their full name, address and phone number and confirming the period they have known the applicant.

Annex C

Section 2: Nationality and right to work- guidance notes

The current advice from UK Visas and Immigration is available on their website:

<https://www.gov.uk/government/collections/Employers-illegal-working-penalties#guidance-and-codes-of-practice>

In addition, please note:

- You must be satisfied that each document produced relates to the individual, and you will need to check that all documents contain the same date of birth, photo and the person's appearance looks the same.
- It is not necessary to send copies of these documents to the [Security Team](#). However, if you are unsure or unfamiliar with the documents you've been given, the [Security Team](#) are happy to advise you. Please contact us first and we'll ask you to scan the relevant parts of the documents in question.
- UK Visas and Immigration provide advice on how long to keep copies of nationality and right to work documents:
<https://www.gov.uk/government/collections/Employers-illegal-working-penalties#guidance-and-codes-of-practice>



Annex D

European Economic Area (EEA) Countries

Citizens of the United Kingdom, Switzerland or one of the following European Economic Area (EEA) countries, have the right to work in the UK:

- Austria
- Belgium
- Bulgaria
- Cyprus
- Czech Republic
- Denmark
- Estonia
- Finland
- France
- Germany
- Greece
- Hungary
- Iceland
- Ireland
- Italy
- Latvia
- Liechtenstein
- Lithuania
- Luxembourg
- Malta
- Netherlands
- Norway
- Poland
- Portugal
- Romania
- Slovakia
- Slovenia
- Spain
- Sweden



Annex E

Employment history and personal references – guidance notes

- All employment history should be confirmed with previous *Employers*, including overseas appointments (where the applicant was abroad for over 6 months).
- A template to send to previous *Employers* and personal referees can be found in [Annex F](#). However most companies will now only provide official confirmation (on letter headed paper) of when an individual worked for them. This is acceptable.
- Reasonable steps should be taken to ensure that the reference is genuine. References that are handwritten, not on headed paper, contain spelling or grammatical errors or just not convincing for any reason, should be followed up directly with the individual(s) concerned.
- If the applicant has been unemployed, or his previous *Employer* is no longer in business, a personal reference (see below) can be obtained instead. This is not necessary if the period involved is less than 6 months.
- If the applicant has only worked for one organisation in the last 3 years, then one reference from this company is sufficient.
- Where an applicant has been in full time education during the period, confirmation must be obtained from the relevant school or other academic institution.
- Where an applicant has been overseas during the last 3 years, it is sufficient to see the entry visa. Some countries no longer issue exit visas.
- Where a young person has difficulty in providing both evidence of identity and adequate referee coverage, it may be appropriate to obtain both from the same referee.

Personal references

- Personal references are acceptable when no other reference is available. Family members (including in-laws) are not suitable for references.
- The applicant should provide the details of someone of professional standing (eg solicitor, civil servant, teacher, accountant, bank manager, doctor, officer of the armed forces) who has sufficient knowledge of the applicant to provide a considered reference. If the applicant is unable to nominate such a person, then references should be obtained from personal acquaintances. Personal acquaintances cannot provide references if they are involved in any financial arrangements with the applicant.



Annex F

Personal reference template

You can use this template to send to both previous Employers and personal referees. You will need to include a covering letter, explaining that you are requesting this information in relation to the applicant's proposed role in Highways England.

.....

Dear

SUBJECT: _____

1. Over what period have you known the subject and in what capacity?

From:

To:

Capacity:

2. Are you related to the subject? If so, please state your relationship.

3. Do you believe the subject to be honest, conscientious and discreet?

I declare that the information I have given on this form is true to the best of my knowledge.

Name:

Signature:

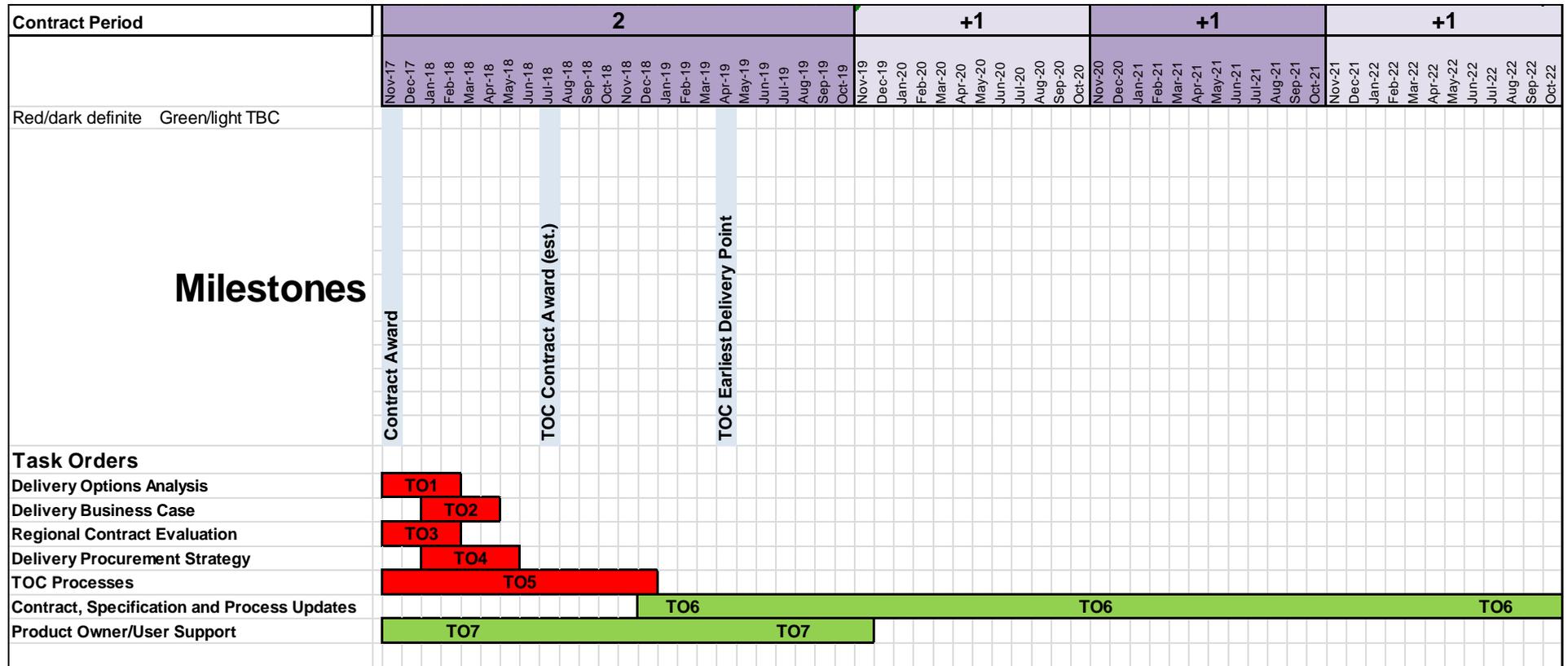
Date:

Address:

Tel No:

Email:

Annex G – Initial Task Order Timings (est.)



Annex H - Form of Parent Company Guarantee

DATED [●]

HIGHWAYS ENGLAND COMPANY LIMITED

as *Employer*

[●]
as Guarantor

PARENT COMPANY GUARANTEE

relating to a term contract for the provision of
consultancy services in respect of []

DATED [●]

PARTIES

- (1) **HIGHWAYS ENGLAND COMPANY LIMITED** (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (the “**Employer**”)
- (2) [●] (company no [●]) whose registered office is at [●] (the “**Guarantor**”)

BACKGROUND

- (A) By the Contract, the *Employer* has employed the *Consultant* to provide the Services.
- (B) The Guarantor is the ultimate parent company of the *Consultant*.
- (C) The Guarantor has agreed to guarantee the due performance by the *Consultant* of his obligations under the Contract in the manner set out in this deed.

OPERATIVE PROVISIONS

2. DEFINITIONS AND INTERPRETATION

2.2. Unless the contrary intention appears, the following definitions apply:

“**Contract**” means the contract dated [●] between the *Employer* (1) and the *Consultant* (2) under which the *Consultant* has agreed to Provide the Services.

“**Consultant**” means [●] (company no [●]) whose registered office is at [●].

“**Insolvency Event**” means the *Consultant* being unable to pay its debts (as defined by Sections 123(1) and 268(1) of the Insolvency Act 1986) or any corporate action, legal proceedings or other procedure or step is taken in relation to:

- (a) suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the *Consultant* other than a solvent liquidation or reorganisation of the *Consultant*;
- (b) a composition, assignment or arrangement with any creditor of the *Consultant*;
- (c) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer in respect of the *Consultant* or any of its assets; or
- (d) enforcement of any security over any assets of the *Consultant*,

or any analogous procedure or step is taken in any jurisdiction.

“**Services**” means the services to be provided by the *Consultant* pursuant to the Contract.

- 2.3. The clause headings in this deed are for the convenience of the parties only and do not affect its interpretation.
- 2.4. Words importing the singular meaning include the plural meaning and vice versa.
- 2.5. Words denoting the masculine gender include the feminine and neuter genders and words denoting natural persons include corporations and firms and all such words shall be construed interchangeably.
- 2.6. References in this deed to a clause are to a clause of this deed.
- 2.7. References in this deed to any statute or statutory instrument include and refer to any statutory amendment or re-enactment for the time being in force.

3. GUARANTEE

- 3.2. In consideration of the *Employer* agreeing to enter into the Contract with the *Consultant*, the Guarantor irrevocably and unconditionally guarantees and undertakes to the *Employer* that:
- a) the *Consultant* will perform and observe all his obligations under the Contract at the times and in the manner provided in the Contract; and
 - b) in the event of any breach of such obligations by the *Consultant*, the Guarantor shall procure that the *Consultant* makes good the breach or otherwise cause it to be made good and shall indemnify the *Employer* against any loss, damage, demands, charges, payments, liability, proceedings, claims, costs and expenses suffered or incurred by the *Employer* arising from or in connection with it.
- 3.3. The Guarantor shall also indemnify the *Employer* against:
- a) any costs, losses and expenses (including legal expenses) which may be suffered or incurred by the *Employer* in seeking to enforce and enforcing (i) this Guarantee and/or (ii) any judgment or order obtained in respect of this Guarantee; and
 - b) any loss or liability suffered or incurred by the *Employer* if any of the obligations of the *Consultant* under the Contract is or becomes illegal, invalid or unenforceable for whatsoever reason as if such obligations were not illegal, invalid or unenforceable.
- 3.4. Except in the case of an action under clause 2.2 or clause 5, any limitation or defence which would have been available to the *Consultant* in an action under the Contract shall likewise be available to the Guarantor in a corresponding action under this deed.

4. GUARANTOR'S LIABILITY

- 4.2. The obligations of the Guarantor under this deed are in addition to and independent of any other security which the *Employer* may at any time hold in respect of the

Consultant's obligations under the Contract and may be enforced against the Guarantor without first having recourse to any such security.

4.3. The obligations of the Guarantor under this deed are in addition to and not in substitution for any rights or remedies that the *Employer* may have against the *Consultant* under the Contract or at law.

4.4. The liability of the Guarantor under this deed shall in no way be discharged, lessened or affected by:

- a) an Insolvency Event;
- b) any change in the constitution, status, function, control or ownership of the *Consultant* or any legal limitation, disability or incapacity relating to the *Consultant* or any other person;
- c) the Contract or any of the provisions of the Contract being or becoming illegal, invalid, void, voidable or unenforceable;
- d) any time given, waiver, forbearance, compromise or other indulgence shown by the *Employer* to the *Consultant*;
- e) the assertion or failure to assert or delay in asserting any rights or remedies of the *Employer* or the pursuit of any right or remedy of the *Employer*;
- f) the giving by the *Consultant* of any security or the release, modification or exchange of any such security or the liability of any person; or
- g) any other act, event, omission or circumstance which but for this provision might operate to discharge, lessen or otherwise affect the liability of the Guarantor,

4.5. in each case with or without notice to, or the consent of, the Guarantor and the Guarantor unconditionally and irrevocably waives any requirement for notice of, or consent to, such matters.

4.6. Any decision of an adjudicator, expert, arbitral tribunal or court in respect of or in connection with the Contract and any settlement or arrangement made between the *Employer* and the *Consultant* shall be binding on the Guarantor.

5. VARIATIONS TO THE CONTRACT

5.2. The Guarantor authorises the *Consultant* and the *Employer* to make any addition or variation to the Contract, the due and punctual performance of which shall likewise be guaranteed by the Guarantor in accordance with the terms of this deed. The liability of the Guarantor under this deed shall in no way be discharged or lessened by any such addition or variation.

6. LIQUIDATION/DETERMINATION

6.2. The Guarantor covenants with the *Employer* that:

- a) if a liquidator is appointed in respect of the *Consultant* and the liquidator disclaims the Contract; or

- b) if the *Consultant's* employment under the Contract is determined for any reason,

the liability of the Guarantor under this deed shall remain in full force and effect.

7. WAIVER

- 7.2. The Guarantor waives any right to require the *Employer* to pursue any remedy (whether under the Contract or otherwise) which it may have against the *Consultant* before proceeding against the Guarantor under this deed.

8. RIGHTS OF GUARANTOR AGAINST CONSULTANT

- 8.2. The Guarantor shall not by any means or on any ground seek to recover from the *Consultant* (whether by instituting or threatening proceedings or by way of set-off or counterclaim or otherwise) or otherwise to prove in competition with the *Employer* in respect of any payment made by the Guarantor under this deed nor be entitled in competition with the *Employer* to claim or have the benefit of any security which the *Employer* holds for any money or liability owed by the *Consultant* to the *Employer*. If the Guarantor shall receive any monies from the *Consultant* in respect of any payment made by the Guarantor under this deed, the Guarantor shall hold such monies in trust for the *Employer* for so long as the Guarantor remains liable or contingently liable under this deed.

9. CONTINUING GUARANTEE

- 9.2. The terms of this deed are a continuing guarantee and shall remain in full force and effect until each part of every obligation of the *Consultant* under the Contract has been performed and observed and until each and every liability of the *Consultant* under the Contract has been satisfied in full.

10. THIRD PARTY RIGHTS

- 10.2. Unless the right of enforcement is expressly granted, it is not intended that any third party should have the right to enforce any provision of this deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

11. NOTICES

- 11.2. Any notice or other communication required under this deed shall be given in writing and shall be deemed to have been properly given if compliance is made with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962 and the Postal Services Act 2000).

12. GOVERNING LAW

- 12.2. The application and interpretation of this deed shall in all respects be governed by English law and any dispute or difference arising under it shall be subject to the

exclusive jurisdiction of the courts of England and Wales save that any decision, judgment or award of such courts may be enforced in the courts of any jurisdiction.

This deed has been executed as a deed and delivered on the date stated at the beginning of this deed.

EXECUTION PAGE

Executed as a deed by
[GUARANTOR] acting by [*name of
director*] in the presence of: Director

Name of witness:
Signature of witness:
Address:

Occupation:

or

Executed as a deed by **[GUARANTOR]**)
acting by:)

Director

Director/Secretary

Annex I - Form of novation agreement

DATED [●]

HIGHWAYS ENGLAND COMPANY LIMITED
as Old *Employer*

[●]
as New *Employer*

[●]
as *Consultant*

DEED OF NOVATION

relating to a term contract for
the provision of consultancy services in respect of [●]

DATED [●]

PARTIES

- (3) **HIGHWAYS ENGLAND COMPANY LIMITED** (company no 09346363) whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ (the “**Old Employer**”)
- (4) [*insert details of replacement authority*] (the “**New Employer**”)
- (5) [●] (company no [●]) whose registered office is at [●] (the “**Consultant**”)

BACKGROUND

- (D) By the Contract, the *Old Employer* has employed the *Consultant* to provide the *Services*.
- (E) [Pursuant to the Contract, the *Old Employer* has issued Task Order number [●] to the *Consultant*.
- (F) The *Old Employer* has agreed (with the consent of the *Consultant*) to transfer all its rights and obligations in respect of the Task Order to the *New Employer* and the *Consultant* has agreed to accept the liability of the *New Employer* in place of the liability of the *Old Employer* in relation to the Task Order upon and subject to the terms of this deed, which is supplemental to the Contract.

1. DEFINITIONS AND INTERPRETATION

1.1. Unless the contrary intention appears, the following definitions apply:

“**Contract**” means the term contract dated [●] between the *Employer* (1) and the *Consultant* (2) (including any further agreement varying or supplementing the Contract) under which the *Consultant* has agreed to provide the *Services*.

“**Services**” means the services to be provided by the *Consultant* pursuant to the Contract.

- 1.2. The clause and paragraph headings in this deed are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 1.3. Words in this deed denoting the singular include the plural meaning and *vice versa*.
- 1.4. References in this deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it.
- 1.5. Words in this deed importing one gender include both other genders and may be used interchangeably, and words denoting natural persons, where the context allows, include corporations and *vice versa*.

2. NOVATION

- 2.1. The Old *Employer* and the *Consultant* release and discharge each other from the further performance of their respective obligations in respect of the Task Order and the *Consultant* acknowledges and accepts the liability of the New *Employer* in place of the liability of the Old *Employer* under the Contract insofar as it relates to the Task Order.
- 2.2. The *Consultant* undertakes to be bound to the New *Employer* by the terms of the Contract insofar as it relates to the Task Order in every way as if the New *Employer* was and always had been a party to the Contract in place of the Old *Employer*.
- 2.3. The *Consultant* acknowledges and warrants to the New *Employer* that it has duly observed and performed and will continue duly to observe and perform all its obligations under the Contract insofar as it relates to the Task Order.

3. NEW EMPLOYER'S UNDERTAKING

- 3.1. The New *Employer* undertakes to be bound to the *Consultant* by the terms of the Contract insofar as it relates to the Task Order and to perform the obligations on the part of "the *Employer*" in relation thereto in every way as if the New *Employer* was and always had been a party to the Contract in place of the Old *Employer*.

4. PAYMENT OF SUMS DUE

- 4.1. The *Consultant* and the Old *Employer* agree that the total amount to be paid by the Old *Employer* to the *Consultant* for Services provided under the Contract pursuant to the Task Order prior to the date of this deed is £[●]. The *Consultant* acknowledges that the Old *Employer* has paid the sum of £[●] prior to the date of this deed. The balance of £[●] shall be invoiced by the *Consultant* to the Old *Employer* and paid by the Old *Employer* in accordance with the Contract.
- 4.2. The *Consultant* and the New *Employer* agree that the New *Employer* shall be solely responsible (to the exclusion of the Old *Employer*) for payment of all sums due to the *Consultant* under the Contract for Services provided after the date of this deed.
- 4.3. [Where, under Clause 2.2 above or under any other contract between the New *Employer* and the *Consultant*, any sum of money is recoverable from or payable by the *Consultant* to the New *Employer*, such sum may be deducted from or reduced by the amount of any sum then due or which may at any time become due from the New *Employer* to the *Consultant* under Clause 4.2 above or under any other contract with any Department or Office of Her Majesty's Government.]¹

5. NOTICES

- 5.1. Any notice or other communication required under this deed shall be given in writing and shall be deemed to have been properly given if compliance is made with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962).

¹ Delete if not novated to a Department or Office of Her Majesty's Government

6. GOVERNING LAW AND DISPUTES

- 6.1. The application and interpretation of this deed shall in all respects be governed by English law and any dispute or difference arising under this deed shall be subject to the jurisdiction of the English courts.

This Deed has been executed as a deed and delivered on the date stated at the beginning of this Deed.

EXECUTION PAGE

OPTION 1a [*execution by a Highways*)
England under seal])

Executed as a deed by **HIGHWAYS**
ENGLAND COMPANY LIMITED by affixing
his common seal in the presence of:

Director

Director/Secretary

OPTION 1b [*execution by a Highways*)
England under seal])

Executed as a deed by **HIGHWAYS**
ENGLAND COMPANY LIMITED by affixing
his common seal in the presence of:

Authorised Signatory

Authorised Signatory

OPTION 2a Executed as a deed by)
HIGHWAYS ENGLAND COMPANY)
LIMITED acting by:

Director

Director/Secretary

OPTION 2b Executed as a deed by)
HIGHWAYS ENGLAND COMPANY)
LIMITED acting by:

Authorised Signatory

Authorised Signatory

Executed as a deed by **[NEW EMPLOYER]**)
in the presence of:)

Authorised Signatory

Authorised Signatory

or

Executed as a deed by [**Government
Department/Office**]

The Corporate Seal of the Secretary of State
for [**Government Department/Office**] is affixed
and is

authenticated by:

Executed as a deed by **[CONSULTANT]**)
in the presence of:)

Director

Director/Secretary

Form of novation agreement (for use when a Task Order is to be novated).

Novation Agreement –

DATED [●]

HIGHWAYS ENGLAND COMPANY LIMITED as Old *Employer*

[●]
as New *Employer*

[●]
as *Consultant*

DEED OF NOVATION

relating to a task order under a term contract for
the provision of consultancy services in respect of [●]

DATED

PARTIES

- (1) **Highways England Company Limited (a company incorporated in and in accordance with the laws of England, having as its registered number 09346363) of Bridge House, 1 Walnut Tree Close, Guildford, Surrey, GU1 4LZ. (the “Employer”)**
- (2) **[insert details of replacement authority] (the “New Employer”)**
- (3) **[●] (company no [●]) whose registered office is at [●] (the “Consultant”)**

BACKGROUND

- (A). By the Contract, the Old *Employer* has employed the *Consultant* to Provide the Services.
- (B). Pursuant to the Contract , the Old *Employer* has issued Task Order number [●] to the *Consultant*.
- (C). The Old *Employer* has agreed (with the consent of the *Consultant*) to transfer all its rights and obligations in respect of the Task Order to the New *Employer* and the *Consultant* has agreed to accept the liability of the New *Employer* in place of the liability of the Old *Employer* in relation to the Task Order upon and subject to the terms of this deed, which is supplemental to the Contract.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1. Unless the contrary intention appears, the following definitions apply:

“**Contract**” means [a contract for the provision of *services* formed by the Old *Employer* and the *Consultant* dated [●] and includes any later additions, amendments or variations to the Contract.

“**Task Order**” means Task Order Number/ reference [●]

- 1.2. The clause and paragraph headings in this deed are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 1.3. Words in this deed denoting the singular include the plural meaning and vice versa.
- 1.4. References in this deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it.

- 1.5. Words in this deed importing one gender include both other genders and may be used interchangeably, and words denoting natural persons, where the context allows, include corporations and vice versa.

2. NOVATION

- 2.1. The Old *Employer* and the *Consultant* release and discharge each other from the further performance of their respective obligations in respect of the Task Order and the *Consultant* acknowledges and accepts the liability of the New *Employer* in place of the liability of the Old *Employer* under the Contract insofar that it relates to the Task Order.
- 2.2. The *Consultant* undertakes to be bound to the New *Employer* by the terms of the Contract insofar as it relates to the Task Order in every way as if the New *Employer* was and always had been a party to the Contract in place of the Old *Employer*.
- 2.3. The *Consultant* acknowledges and warrants to the New *Employer* that it has duly observed and performed and will continue duly to observe and perform all its obligations under the Contract insofar as it relates to the Task Order.

3. NEW EMPLOYER'S UNDERTAKING

- 3.1. Subject to 4.1, the New *Employer* undertakes to be bound to the *Consultant* by the terms of the Contract insofar as it relates to the Task Order and to perform the obligations on the part of the *Employer* under the Contract in every way as if the New *Employer* was and always had been a party to the Contract in place of the Old *Employer*.

4. PAYMENT OF SUMS DUE

- 4.1. The *Consultant* and the Old *Employer* agree that the total amount to be paid by the Old *Employer* to the *Consultant* for services provided under the Contract pursuant to the Task Order prior to the date of this deed is £[●]. The *Consultant* acknowledges that the Old *Employer* has paid the sum of £ [●] prior to the date of this deed. The balance of £ [●] shall be invoiced by the *Consultant* to the Old *Employer* and paid by the Old *Employer* in accordance with the Contract.]²
- 4.2. The *Consultant* and the New *Employer* agree that the New *Employer* shall be solely responsible (to the exclusion of the Old *Employer*) for payment of all sums due to the *Consultant* under the Contract pursuant to the Task Order for services provided after the date of this deed.
- 4.3. [Where, under Clause 2.2 above or under any other contract between the New *Employer* and the *Consultant*, any sum of money is recoverable from or payable by the *Consultant* to the New *Employer*, such sum may be deducted from or reduced by the amount of any sum then due or which may at any time become due from the

New Employer to the Consultant under Clause 4.2 above or under any other contract with any Department or Office of Her Majesty's Government.]

5. NOTICES

- 5.1. Any notice or other communication required under this deed shall be given in writing and shall be deemed to have been properly given if compliance is made with section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962 and the Postal Services Act 2000).

6. GOVERNING LAW AND DISPUTES

- 6.1. This deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.
- 6.2. The Parties agree that the courts of England and Wales shall have exclusive jurisdiction to determine any dispute arising out of or in connection with this deed, including (without limitation) in relation to any non-contractual obligations. The Parties irrevocably submit to the jurisdiction of those courts.

EXECUTION PAGE

This Deed has been executed as a deed and delivered on the date stated at the beginning of this Deed.

*OPTION 1a [execution by Highways
England under seal]*)
)
)

Executed as a deed for and on behalf of
**HIGHWAYS ENGLAND COMPANY
LIMITED** by affixing his common seal in
the presence of

Director

Director/Secretary

*OPTION 1b [execution by Highways
England under seal]*)
)

Executed as a deed by **HIGHWAYS
ENGLAND COMPANY LIMITED** by
affixing his common seal in the presence
of:

Authorised Signatory

Authorised Signatory

OPTION 2a Executed as a deed by)
HIGHWAYS ENGLAND COMPANY)
LIMITED acting by:

Director

Director/Secretary

OPTION 2b Executed as a deed by)
HIGHWAYS ENGLAND COMPANY)
LIMITED acting by:

Authorised Signatory

Authorised Signatory

Executed as a deed by **[NEW
EMPLOYER]** in the presence of:

Authorised Signatory

Authorised Signatory

Executed as a deed by **[CONSULTANT]**)
in the presence of:)

Director

Director/Secretary

ANNEX J - DECLARATION OF INTERESTS

Official-Sensitive (only when not a nil return)

Highways England Company Limited Declaration of Interest Form (for use by individuals with non-employment contract status)

Purpose

This form asks you to provide information in respect of actual, potential or perceived conflicts of interest in line with the Public Contracts Regulations 2015, the Concession Contract Regulations 2016 and Highway England's own policies including in regard to procurement and transparency.

The fact that you have an actual, potential or perceived conflict of interest is not necessarily a barrier to your involvement in a particular decision. The nature of action taken, when handling conflicts of interest, will depend on a number of factors which will be considered by Highways England and the decision of Highways England will be final.

| Personal details (for Highways England and statutory records, please advise any subsequent changes) | |
|--|---|
| Role/service provided | |
| Present surname and any former surname(s) | |
| Present forename(s) and any former forename(s) | |
| Phone Numbers a) landline b) mobile (Highways England restricted use only) | |
| Date form completed | |
| Directorships | |
| Are you a director or a "shadow director" ³ of any company? YES/NO | If YES, please provide the names of the companies, business sector, and date you became a director. |

³ "shadow director" means a person in accordance with whose instructions the directors of the company are accustomed to act. If you are a director or a shadow director of a company and, as a consequence are also a director or shadow director of several subsidiaries, a general description of the subsidiaries will suffice.

| Other business interests | |
|---|--|
| <p>Are you a partner, employee or a consultant (paid or otherwise) in any business? YES/NO</p> | <p>If YES state the names and give the nature of the businesses where this is not indicated in the title and the nature and start date of your involvement with each partnership, employment or consultancy.</p> |
| <p>Have you held any fiduciary office or position of trust (paid or otherwise) in the last 10 years? YES/NO Include public and any political offices.</p> | <p>If YES please give details and if you no longer hold the position, describe the circumstances in which you ceased to do so.</p> |
| <p>Do you have a direct shareholding in any company in the sector in which Highways England operates? YES/NO</p> | <p>I hold the following shares/I do not hold any shares in the sector in which Highways England operates.</p> |
| Voluntary work | |

| | |
|--|--------------------------------|
| <p>Are you involved in or a member of any professional bodies, charities, special interest or political groups in the sector which Highways England operates? YES/NO.</p> | <p>If YES provide details.</p> |
| <p>Other</p> | |
| <p>Are there any other matters which you, or a reasonable member of the public might perceive that Highways England should be aware of which might impact on your role as a consultant to Highways England or the reputation of Highways England? YES/NO</p> | <p>If YES provide details.</p> |
| <p>Are there any matters or relevant interests, (including significant interests of close members² of your family) which might influence your judgement, deliberation or action in providing services to/your role in Highways England or be perceived by a reasonable member of the public as doing so? YES/NO</p> <p>Please include information on any directorships and business interests in respect of close members⁴ of your family in respect of the sphere in which Highways England operates.</p> | <p>If YES provide details.</p> |
| <p>Connected persons</p> | |

⁴ Close members means a) an individual's domestic partner and children b) children of individuals domestic partner c) or independents domestic partners, d) parents and in-laws and e) siblings.

| | |
|---|---|
| <p>Please confirm (in the box to the right) that, in relation to the questions contained in sections 3, 4, 6, above, no additional information would need disclosure in relation to any connected person.</p> | <p>I confirm that no additional information requires disclosure.</p> <p>I have provided additional information above.</p> |
|---|---|

Declaration

1. I declare that to the best of my knowledge and belief (having taken all reasonable care to ensure that such is the case) the answers to all of the above questions are true and not misleading.
2. I shall not communicate to any person, firm, company or other legal entity other than Highways England employees or consultants engaged by or on behalf of Highways England in connection with the same matter any commercially sensitive or confidential information in connection with my work at Highways England (unless Highways England grants permission in writing to share commercially sensitive or confidential information with such person, firm, company or other legal entity).
3. During and for a period of 12 months following the expiry of my appointment to work for Highways England, I shall not seek to obtain any commercial advantage for myself, my employer or any connected persons, or personal advantage, from my work at Highways England.
4. During and for a period of 12 months following the expiry of my appointment to work for Highways England, I shall not assist my employer, any organisation connected with my employer, or any other organisation or person in tendering for any contract opportunity with Highways England that I have worked on in my capacity as a consultant to Highways England.
5. I shall not pay, give, receive or offer to pay, give, receive any sum of money or other consideration directly or indirectly to any person whatsoever for any act described in paragraphs 2, 3 and 4 above. If any offer is made to me to breach this declaration, I shall report it immediately to Highways England.
6. All documentation that I have access to in my role as a consultant to Highways England shall be made available to Highways England to form part of any relevant tender information pack. Any information that may give me, my employer or a third party any advantage in a tender process shall be returned to Highways England.
7. I understand that I may only be involved in the evaluation of a tender for Highways England where expressly sanctioned in writing by Highways England. I understand that I will not be involved in the process for agreeing any extension to my contract or the contract of any consultant who shares with me the same employer.
8. I understand that I am not to be involved in looking at the route to market for any contract, project or task for which I or my employer may wish to tender and not to be involved in the assessment of resources being proposed for such contract, project or task. I agree to remove myself from any discussions relating to the procurement route for any contract, project or task for which I or my employer may wish to tender and I agree not to discuss these matters with my employer or with the team responsible for managing the contract, project or task in my firm.
9. Should any of the information on this declaration change or should I become aware of a potential, perceived or actual conflict of interest I will immediately contact Highways England to inform them and will take all reasonable steps to mitigate or remove the potential, perceived or actual conflict of interest.
10. I understand that if I do not comply with the statements in this declaration I may prejudice my employers ability to participate in tendering for contract opportunities with Highways England, I may have my contract with Highways England terminated and could face legal action.

11. I confirm that I have read and understood the requirements related to conflicts of interest in the contract between my employer and Highways England for the provision of the services.

| | |
|--|--|
| Signed by the <i>Consultant</i> Date | |
|--|--|

| | |
|--|--|
| Acknowledged by the <i>Employer</i> Date | |
|--|--|

For Highways England's use only - Only applicable when involved in the tendering process

Acceptance/ Non-acceptance

I have considered the impact on the assessment and the risks to the Highways England objectives.

I am willing to accept this supplier for this assessment as a result of this consideration.

I am not willing to accept this supplier for this assessment as a result of this consideration.

Please record reasoning for decision:

| |
|--|
| |
|--|

Signed:

Name in Block Capitals:

Post and Grade:⁵

⁵ This section of the agreement must be completed by PB8 SSD, or if no one is available PB8 PLT member.

ANNEX K – INITIAL STAKEHOLDER LIST

| Stakeholder Name | Interest |
|-------------------------------------|--|
| CHARM Delivery Team | Will utilise TOC services and may also collocate support staff at the future TOC site(s) |
| IT Service Managers | Will use TOC services to monitor equipment performance as part of customer and contract management |
| IT Subject Matter Experts | Will use data from the TOC to inform product specification updates |
| Technology Purchasing and Logistics | Will use TOC services to support forward planning of stock demand and deliveries required to field engineers |
| Regional Technology Maintainers | Will receive maintenance tasks and diagnostic detail from the TOC. Resource management may come directly from the TOC in future |
| Regional Control Centres (RCCs) | Will be able to check service status of technology and manually report incidents via the TOC |
| Asset Delivery Teams | Will use TOC reports to manage regional performance and for consideration of regional technology priorities and potential schemes. |
| HE Intelligence Community | Will use TOC data and reporting services to undertake their current roles |
| | |