# SCHEDULE 2

**IMPLEMENTATION PLAN**

# INTRODUCTION

* 1. This schedule sets out the basis upon which the Supplier shall perform the Implementation Services for Tranche 1 as set out in the relevant sections of the Implementation Timetable in Appendix 1 to this schedule 2. It should be considered in conjunction with schedule 3 (Testing Procedures) which sets out as applicable the Authority's requirements with respect to the Testing and assurance activities to be carried out in respect of each applicable Milestone in order to determine whether the Achievement Criteria applicable to that Milestone has been satisfied.
  2. The **"Implementation Plan":**
     1. as at the Commencement Date, comprises the following documents:
        1. Appendix 1 to this schedule, which sets out the Implementation timetable (**"Implementation Timetable"**) in respect of the Implementation Services required for Tranche 1 and the dates by which the parties shall agree the implementation plan and project plan for Tranche 2 and Tranche 3, by reference to Milestone Dates; and
        2. the Project Plan (as defined below);
     2. after the Commencement Date, comprises the following documents:
        1. the Implementation Timetable in respect of the Implementation Services required for Tranche 2 and Tranche 3, by reference to Milestone Dates; and
        2. the Project Plan for Tranche 2 and Tranche 3 (as defined below),

as prepared and agreed between the parties in accordance with paragraph 2 below;

* + 1. after service of an Integration Notice by the Authority in accordance with clause 24.4 of this agreement, comprises the following documents:
       1. the Implementation Timetable approved by the Authority for the purposes of the relevant integration; and
       2. the Project Plan (as defined below),

and shall be used as the primary management tool to monitor and control Implementation.

* 1. The Authority shall, as soon as reasonably practicable following the Commencement Date, notify the Supplier in writing of the number of Hardware units required to be delivered and installed by the Supplier (or its Sub-Contractor, as the case may be) for Tranche 1. In the event that the number of Hardware units required for Tranche 1 is outside of the tolerance set out in the Implementation Timetable at Appendix 1, the parties shall work in good faith to agree the number of Hardware units for Tranche 1 and any necessary changes to the Implementation Timetable as a result of the agreed number of Hardware units for Tranche 1.
  2. The Implementation Timetable shall form the basis for a more detailed project plan which shall be maintained by the Supplier and approved by the Authority for the purposes of the Implementation Services (the **"Project Plan"**). The Project Plan shall be produced and delivered to the Authority in accordance with the Implementation Timetable for approval by the Authority pursuant to the Plan Approval Process. The Project Plan shall thereafter be maintained and updated by the Supplier in accordance with this agreement, including the Plan Approval Process.
  3. The Project Plan shall (amongst other things):
     1. analyse the critical path for project delivery, including proposals for managing dependencies (as proposed by the Supplier and/or the Authority, as applicable) and interdependencies, and shall detail the proposals for resource and risk mitigation;
     2. clearly outline all the steps required to implement each Milestone in conformity with the Achievement Criteria and the Specification;
     3. clearly outline the required roles and responsibilities of the Supplier and the Authority and any third parties with regards to Implementation;
     4. identify any specific requirements and Deliverables required of the Supplier, the Authority and third parties to support any gateway and approvals processes;
     5. be produced using MS Project and other MS Applications as required (as shall any later version thereof and any supporting documentation);
     6. be maintained and updated on a regular basis by the Supplier as may be necessary (or required by the Authority) to reflect the then current status of the Implementation Services;
     7. unless otherwise required by the Authority, be consistent with Appendix 1 hereof (including the Milestones set out therein) and shall not other than as may be agreed by the Authority, seek to impose upon the Authority any responsibilities or risks;
     8. subject to the provisions of paragraph 5.4, include objective and measurable Specific Achievement Criteria. The Specific Achievement Criteria shall augment and reflect the Outline Specific Achievement Criteria as set out in Appendix 1 hereof; and
     9. be such as to facilitate the fundamental purpose of this agreement which is the requirement for the Supplier to provide the Services in accordance with the Specification and in accordance with the provisions of this agreement.
  4. For the avoidance of doubt the Authority activities set out in the Project Plan do not form part of this agreement or constitute binding obligations upon the Authority and all the Authority activities included in the Project Plan are for information purposes only.
  5. Subject to paragraph 1.3 above, changes to the Implementation Timetable shall only be made in accordance with the Change Control Procedure.
  6. Changes to the Project Plan shall be agreed at the DSM Project board save that for the avoidance of doubt where any changes to the Project Plan also require a change to the Implementation Timetable in which case such changes to the Implementation Timetable shall only be made pursuant to the provisions of paragraph 1.7.

1. **TRANCHE 2 AND TRANCHE 3** 
   1. The Supplier acknowledges and agrees that the indicative number of Hardware units required to be delivered and installed by the Supplier (or its Sub-Contractor, as the case may be) and the indicative Go-Live Milestone Date for Tranche 2 and Tranche 3 are as set out in the Specification (or the Authority’s invitation to tender) and are subject to change following the Commencement Date in accordance with the process set out in this paragraph 2.
   2. The Authority shall, as soon as reasonably practicable following the Commencement Date (and in any event, no later than 8 months prior to the Authority’s required Go-Live date for Tranche 2 and Tranche 3), notify the Supplier in writing of:
      1. the required Milestones and Milestone Dates (including the Go-Live Milestone Date which, for the avoidance of doubt, shall be no earlier than 8 months following the Authority’s notification under this paragraph 2.2);
      2. its requirements regarding the type of Franchised Buses; and
      3. the number of Hardware units required to be delivered and installed by the Supplier (or its Sub-Contractor, as the case may be) for Tranche 2 and/or Tranche 3.

The Supplier acknowledges that the Authority’s notification of the Milestones and Milestone Dates, type of Franchised Buses and the number of Hardware units required for Tranche 2 and Tranche 3 may occur at different times and so the process set out below with regards to updating the Implementation Timetable and Project Plan for Tranche 2 and Tranche 3 shall be repeated, as necessary, for each Tranche.

* 1. Within ten (10) Working Days (or such other period as may be agreed between the parties acting reasonably) of the Authority’s notification under paragraph 2.2, the Supplier shall submit a draft Implementation Timetable (which shall include the Non-Hardware Implementation Charges (if any and which, in any event, shall be calculated in accordance with Schedule 8 (Charges and Payment)) for Tranche 2 and/or Tranche 3) and draft Project Plan to the Authority in respect of Tranche 2 and/or Tranche 3 taking into the Authority’s requirements notified to the Supplier under paragraph 2.2 for the Authority’s approval and where relevant, its reasoning for amending the revised Milestone Dates and/or number of Hardware units, provided that the Supplier may only propose a revision to the number of Hardware units where the number is outside of the tolerance set out in the Specification.
  2. Following receipt of the draft Implementation Timetable and Project Plan from the Supplier, the Authority shall as soon as reasonably practicable:
     1. review and comment on the draft Implementation Timetable and Project Plan; and
     2. notify the Supplier in writing that it approves or rejects the draft Implementation Timetable and Project Plan.
  3. If the Authority rejects the draft Implementation Timetable and Project Plan:
     1. the Authority shall inform the Supplier in writing of its reasons for its rejection; and
     2. the parties shall work in good faith to agree the Milestones and Milestone Dates, Non-Hardware Implementation Charges, type of Franchised Buses and number of Hardware units for Tranche 2 and/or Tranche 3 and following such agreement, the Supplier shall then revise the Implementation Timetable and Project Plan (taking into account the Authority’s comments) and shall re-submit the same to the Authority for the Authority's approval within two (2) Working Days of the date upon which an agreement is reached between the parties under this paragraph 2.5.2. The provisions of paragraph 2.4 and this paragraph 2.5 shall apply again to any resubmitted Implementation Timetable and Project Plan, provided that either party may refer any disputed matters for resolution by the Dispute Resolution Procedure at any time.
  4. If the Authority approves the draft Implementation Timetable and Project Plan, it shall replace the previous versions with respect to Tranche 2 and/or Tranche 3 only from the date of the Authority’s notice of approval. Once agreed, the Implementation Timetable and Project Plan shall only be capable of change in accordance with paragraphs 1.7 and 1.8.

1. **IMPLEMENTATION ESCALATION**
   1. Without prejudice to any other rights and remedies available to the Authority and the Supplier’s obligations set out in clause 6 of this agreement, if the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this agreement it shall:
      1. notify the Authority as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
      2. include in its notification an explanation of the actual or anticipated impact of the Delay;
      3. comply with the Authority’s instructions in order to address the impact of the Delay or anticipated Delay; and
      4. use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.
   2. Should any Delay occur or any other issue arise in respect of Implementation (together an **"Implementation Issue"**) then the Implementation Issue shall be referred to the persons identified as the first level of escalation in the table set out in paragraph 3.5 (**"Implementation Escalation Representatives"**) for escalation.
   3. The Authority shall be entitled to require that the Implementation Escalation Representatives meet in person or by telephone to discuss the Implementation Issue at such time and location as the Authority shall reasonably require having regard to the applicable circumstances and the impact that the Implementation Issue is having (or has the potential to have) upon the Implementation Services, and/or the Operational Services, and/or the Authority's, GMCA’s and/or each User’s business operations. At such meeting, the Supplier Representative shall present the Supplier's proposals for the expedient rectification of the Implementation Issue, to satisfy the Authority that the Supplier shall:
      1. ensure the continued delivery of the Implementation Services as far as reasonably possible in accordance with the Implementation Plan; and
      2. minimise any disruption and delay caused by the Implementation Issue.
   4. If, in the reasonable opinion of the Authority, the Implementation Issue is not being progressed in an appropriate and/or expedient manner by the Supplier then at the Authority's request the Implementation Issue shall be transferred to the next level of escalation as identified in the table set out in paragraph 3.5 below and the provisions of paragraph 3.3 (above) shall apply mutatis mutandis.
   5. Implementation Issues shall be referred to the Implementation Escalation Representatives set out below:

|  |  |  |
| --- | --- | --- |
| Escalation Level | Supplier Representative | the Authority Representative |
| First level | [TBC] | Delivery Manager |
| Second level | [TBC] | Senior Delivery Manager |
| Third level | [TBC] | Senior Programme Manager |

1. **IMPLEMENTATION** **REVIEW AND REPORTING**
   1. The progress of Implementation shall be considered at the DSM Project Board.
   2. During Implementation the Supplier shall provide to the Authority on a weekly basis, or at a frequency agreed between the parties, a data driven evidence based Implementation progress report containing the following details:
      1. overall Implementation status using Red/Amber/Green categories;
      2. progress against the applicable Implementation Plan;
      3. resourcing planning;
      4. financial reporting (invoicing overview);
      5. any risks and issues including mitigations and actions to resolve with dates and owners;
      6. any change requirements;
      7. exception reports; and
      8. such other information as the Authority shall reasonably require.
2. **ACHIEVEMENT CRITERIA** 
   1. The Achievement Criteria shall comprise the criteria (if any) set out in the Implementation Plan (including the Generic Achievement Criteria and the Specific Achievement Criteria) and shall form the basis for the Test Success Criteria as set out in Schedule 3 (Testing) which are to be satisfied in respect of a Milestone.
   2. The Generic Achievement Criteria shall apply to all Milestones and in addition to the Generic Achievement Criteria, the Specific Achievement Criteria shall apply to the corresponding Milestone set out in Appendix 1 to this schedule.
   3. The Generic Achievement Criteria shall include the following requirements:
      1. all Deliverables due by the applicable Milestone Date shall have been delivered to the Authority;
      2. all Deliverables shall comply with the quality criteria set out in their Product Descriptions;
      3. the Achievement Criteria in respect of Milestones which have previously been achieved;
      4. the Supplier has confirmed to the Authority that as at the Milestone Date the Supplier is still on course to meet subsequent associated Milestones including the respective planned Go-Live Milestone Date in accordance with the Implementation Plan or approved correction plan pursuant to clause 6 of this agreement;
      5. the Project Plan shall have been updated to accurately reflect actual progress as at the Milestone Date and the future work necessary to achieve the planned Go-Live Milestone Date;
      6. there shall be, for each Milestone, no Severity Level 1 Defects (as defined in paragraph 8 of Schedule 3 (Testing Procedures));
      7. there shall be, for each Milestone, no more than an aggregate of 2 Defect Severity Level 2 Defects outstanding, no more than an aggregate of 10 Defect Severity Level 3 Defects, and no more than 15 Defect Service Leve 4 Defects outstanding (each as defined in paragraph 8 of Schedule 3 (Testing Procedures)); and
      8. with regards outstanding Defect Severity Level 2 Defects, Defect Severity Level 3 Defects and outstanding Defect Severity Level 4 Defects, there is an agreed fix plan in place identifying the action required to be taken in order to rectify the outstanding Defects as soon as reasonably practicable and the Supplier has not failed to comply with such plan.
   4. The outline Specific Achievement Criteria in respect of the applicable Milestone is set out in Part 1 of Appendix 1 hereof (**"Outline Specific Achievement Criteria"**). The detailed Test Management Tool shall be agreed by the parties pursuant to paragraph 1.5, save that the Test Success Criteria shall be agreed by the parties in accordance with paragraph 6 of schedule 3 (Testing Procedures) and, once agreed, such Test Success Criteria shall be deemed to form part of the Specific Achievement Criteria. Once agreed the detailed Specific Achievement Criteria shall form part of the Achievement Criteria. In the event the detailed Specific Achievement Criteria are not agreed between the parties or are not required, the Outline Specific Achievement Criteria shall continue to apply (save that (for the avoidance of doubt) the failure of the Parties to agree Test Success Criteria shall not invalidate any Specific Achievement Criteria that have already been agreed, which Specific Achievement Criteria shall continue to apply, pending being supplemented and augmented by agreed Test Success Criteria).
3. **COSTED OPTIONS**

[***Note to bidders:*** *the specification sets out the Authority’s requirements with regards to costed options and the costed options call off process and prior to contract signature the bidder’s proposed process (as submitted as part of the ITT) shall be included here and which must, as a minimum, include:*

* *process for how the Authority can call off Costed Options, including the bidders lead time for the provision of hardware;*
* *installation process for new hardware, including swapping hardware units between franchised buses; and*
* *decommissioning process for old hardware, including removal and destruction of the same*.]

**APPENDIX 1**

**Implementation Timetable**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Milestone**  **Reference** | **Key Milestone** | **Supplier Obligation/Deliverables** | **Milestone Date** | **Outline Specific Achievement Criteria (if any)** |
| **MOBILISATION PHASE** |
|  | Mobilisation Phase completed | Detailed Project Plan completed | 1 month after Commencement Date | Detailed Project Plan delivered and approved by the Authority |
| 1A. | Exit Management Plan completed  Business Continuity Plan Completed  Disaster Recovery Plan completed  Security Management Plan completed | Exit Management Plan completed  Business Continuity Plan Completed  Disaster Recovery Plan Completed  Security Management Plan completed | 2 months after the Commencement Date | Exit Management Plan delivered and approved by the Authority  Business Continuity Plan delivered and approved by the Authority  Disaster Recovery Plan Completed and approved by the Authority  Security Management Plan completed and approved by the Authority |
| **DESIGN PHASE** |
|  | Design Phase completed | 1. On-bus (DSM device) configuration specification 2. DSM back office functional specification 3. Other interface specifications where required | 1 month after Commencement Date | Subject to clause 5.4 of this agreement, all specifications and design documentation identified, delivered and approved by the Authority including all calibration and acceptance by relevant stakeholders including but not limited to the Authority, Operators, Unions |
| **TRANCHE 1 – HARDWARE DELIVERY** |
|  | Tranche 1 Hardware Delivered | All Hardware required for Tranche 1 delivered to premises agreed with the Authority | 2 months after the Commencement Date | Indicative numbers for Tranche 1 are 150 buses +/- 20% for day 1 pre installation with further retrofit beyond day 1 of circa 230. The number of Hardware units required for Tranche 1 will be confirmed by the Authority in accordance with paragraph 1.3 of this schedule. |
| **BUILD PHASE** |
| 4 | Build Phase completed | 1. On-bus DSM test configuration setup completed ready for testing. 2. DSM test back office (Reporting) configuration and setup completed and ready for testing 3. Supplier detailed Test Strategy and Test Plans (including Test scripts) delivered to the Authority. 4. Other required interfaces completed 5. DSM back office (reporting) hosted test environment available 6. Supplier internal testing completed 7. Training material available [***Note to bidders: precise training material deliverables will be amended based on bidder response to question in ITT regarding training***.] 8. Supplier pre-System Testing acceptance tests completed | 3 months after the Commencement Date | 1. On-bus test DSM Hardware ready for use and approved by the Authority   1. Back office (Reporting) test instance ready for use and approved by the Authority 2. Detailed Test Strategy and Test Plans (including Test scripts) delivered to and signed off by the Authority. 3. Other required interfaces ready for testing. 4. Back office test environment build completed and environment available. 5. Supplier confirmation that customer test instance is fully operational and ready for the Authority testing to commence. 6. Training material delivered to and approved by the Authority. 7. Supplier pre-System Testing acceptance tests completed as per agreed test schedule and scripts. Having passed the required Test Success Criteria as defined by the Authority. |
| **INITIAL TEST PHASE** |
| 5. | Initial Testing Phase completed | 1. Supplier System Testing completed. 2. System Integration Testing completed. 3. User Acceptance Testing completed. 4. Live configuration/system testing completed. 5. Pilot test preparation completed. | 4 months after the Commencement Date | * Testing successfully completed as per agreed test schedule and scripts. Having passed the required Test Success Criteria as defined by the Authority * Accreditation documentation issued and received by the Authority. |
| **FINAL TESTING PHASE** |
| 6. | Final Testing Phase completed | Business Readiness Testing successfully completed | 4 months after the Commencement Date | Business Readiness Testing completed and overall system in line with Test Success Criteria as defined by the Authority |
| **TRANCHE 1 COMPLETION** |
| 7. | Tranche 1 completed (**Go-Live Milestone**) | Tranche 1 rollout completed  System switched to live operation | 5 months after the Commencement Date  (**Go-Live Milestone Date**) | System go live and Tranche 1 Hardware and Supplied System roll out completed and the Authority has issued a Go-Live Instruction to Proceed. |
| **SUBSEQUENT TRANCHES** |  | | | |
| 8. | Tranche 2 | Develop in conjunction with the Authority an Implementation Plan for Tranche 2 once number and type of Franchised Buses are known in accordance with the process set out in paragraph 2 of this schedule | 6 months prior to Authority’s required Go-Live Milestone Date for Tranche 2, the indicative date being that set out in the Specification (or the Authority’s invitation to tender). The firm Go-Live Milestone Date shall be confirmed by the Authority in accordance with paragraph 2 of this schedule. | Implementation Timetable and Project Plan approved by the Authority in accordance with paragraph 2 of this schedule. |
| 9. | Tranche 3 | Develop in conjunction with the Authority an Implementation Plan for Tranche 3 once number and type of Franchised Buses are known in accordance with the process set out in paragraph 2 of this schedule. | 6 months prior to Authority’s required Go-Live Milestone Date for Tranche 3, the indicative date being that set out in the Specification (or the Authority’s invitation to tender). The firm Go-Live Milestone Date shall be confirmed by the Authority in accordance with paragraph 2 of this schedule. | Implementation Timetable and Project Plan approved by the Authority in accordance with paragraph 2 of this schedule. |