

SCHEDULE 13

Mobilisation

Section A – Mobilisation Requirements of the Authority

1. The Service Provider shall ensure that the following requirements (the “**Mobilisation Requirements**”) are completed prior to the Planned Service Commencement Date, in accordance with the Mobilisation Plan attached as Section B of this Schedule, in each case to the extent necessary for the Service Provider to properly commence the performance of the Service:
 - 1.1 all statutory notifications have been made and Necessary Consents obtained, to the extent required by law (including without limitation notifying the emergency services of contact details, including a twenty four (24) hour telephone link, for use in the event of an emergency relating to the Project Network);
 - 1.2 the IT and telecommunication systems, including the Management Information System, which the Service Provider is required to operate and maintain pursuant to Service Standard 1 of the Output Specification, are operational and capable of performing the functions required of them pursuant to Service Standard 1 of the Output Specification and that the Service Provider's IT and telecommunications systems are compatible and interoperable with the Authority's own computer systems;
 - 1.3 the Service Provider has prepared and submitted all relevant Customer First Service Script to the Authority in accordance with Performance Requirement 1.116 of the Output Specification;
 - 1.4 there are sufficient vehicles, stock, uniforms, office space and storage space and Personnel (taking into account the Transferring Employees) as set out in the Mobilisation Plan to permit the Service Provider to comply with the Service Provider's obligations under this Contract, and that the provisions of Clause 103.3 (*Employee Identification and Communications*) have been complied with in relation to the livery and uniforms requirements of the Authority;
 - 1.5 the Service Provider has prepared and submitted up to date organisation charts showing its management structure and that of each Key Sub-Contractor and indicate all substantial suppliers and/or Sub- Contractors for the provision of the Service;

- 1.6 all operating licences and certificates that are required by any Personnel and by the Service Provider have been obtained and that a list of operating licences and certificates that have been obtained by the Service Provider has been provided to the Authority;
- 1.7 any training that must be undertaken by any Personnel has been undertaken, including ensuring that all Transferring Employees have received the training set out in the induction section of the Training and Development Policy;
- 1.8 the Service Provider's head office has been established within the City of Sheffield;
- 1.9 the core management staff have been appointed and the same have been notified the Authority, including the Service Provider Representative and the Service Contact Officers;
- 1.10 the two (2) persons who are to be the representatives of the Service Provider on the Strategic Board have been appointed and the same have been notified the Authority;
- 1.11 all of the Project Network information from the Authority which is transferred pursuant to the Business Transfer Agreement has been migrated onto the appropriate databases within the Management Information System;
- 1.12 a letter has been provided from the Service Provider's insurance brokers addressed to the Authority stating that all the Required Insurances are in full force and effect, together with certified copies of the relevant cover notes;
- 1.13 the insurance broker's letter of undertaking has been provided, substantially in the form set out in Part 3 of Schedule 6 (*Insurance*);
- 1.14 the Business Transfer Agreement as attached as Annexure 11 (*Business Transfer Agreement*) has been implemented in accordance with its terms, in particular in relation to the undertaking of stock-taking activities for the determination of the price of the assets and stock thereunder;
- 1.15 the Service Provider has prepared and submitted its first Annual Highway Emergency Plan to the Authority in accordance with Performance Requirement 1.1 of the Output Specification;
- 1.16 the Service Provider has prepared and submitted the first Annual Grounds Maintenance Action Plan to the Authority in accordance with Performance Requirement 6.1 of the Output Specification;

- 1.17 the Service Provider has prepared and submitted to the Authority the first Five Year Grounds Maintenance Strategy in accordance with Performance Requirement 6.2 of the Output Specification;
- 1.18 the Service Provider has prepared and submitted to the Authority the first Five Year Tree Management Strategy in accordance with Performance Requirement 6.34 of the Output Specification;
- 1.19 the Service Provider has prepared and submitted to the Authority the first Annual Winter Maintenance Service Operational Plan, in accordance with Performance Requirement 7.1 of the Output Specification;
- 1.20 [Not Used]
- 1.21 [Not Used]
- 1.22 the Service Provider has demonstrated to the Authority's satisfaction (acting reasonably) that a Project Network Classification System will be established, including providing evidence of the implementation of the plan set out in the Service Provider's Method Statement for how it will establish and maintain the Project Network Classification System within the Grace Period, as set out in Performance Requirement 1.85 of the Output Specification;
- 1.23 an Abnormal Load Management System is in place in accordance with Performance Requirement 1.86 of the Output Specification;
- 1.24 a format for the collation of invoice details pertaining to the agreed Inspection Sample for each Statutory Undertaker has been agreed by the Authority in accordance with Performance Requirement 1.97 of the Output Specification;
- 1.25 a format for the collation of invoice details pertaining to improvement plan costs or expenses, defect inspections and make safe works, together with the cost of any investigatory inspections or investigatory works, which result in a defect for inadequacy being identified, for each Statutory Undertaker or Licence Holder, has been agreed by the Authority in accordance with Performance Requirement 1.101 of the Output Specification;
- 1.26 the Service Provider has prepared and submitted the first Annual Communication Plan in accordance with Performance Requirement 1.105(a) of the Output Specification;

- 1.27 the Group 1 Stakeholder draft letter is completed as a template in accordance with Performance Requirement 1.106 of the Output Specification;
- 1.28 the Service Provider has demonstrated to the Authority's satisfaction (acting reasonably) that an Ice Early Warning System will be established, including providing evidence of the implementation of the plan set out in the Service Provider's Method Statement for how it will establish and maintain the Ice Early Warning System within the Grace Period, as set out in Performance Requirement 7.3 of the Output Specification;
- 1.29 the Service Provider has demonstrated to the Authority's satisfaction (acting reasonably) that a Weather Forecasting Service will be accessible on-line to the Authority, including providing evidence of the implementation of the plan set out in the Service Provider's Method Statements for how it will ensure that the Weather Forecasting Service is accessible on-line to the Authority within the Grace Period, as set out in Performance Requirement 7.9 of the Output Specification;
- 1.30 the Service Provider has acquired a valid accreditation certificate for the SCANNER machine, the SCRIM machine and the deflectograph machine pursuant to the relevant provisions of Clause 27 (*Independent Surveys and Inspections*);
- 1.31 a Deflectograph data processing system has been approved by the Authority pursuant to Clause 27.13.6.1 (*Deflectograph Surveys*);
- 1.32 evidence of CDM compliance is demonstrated pursuant to Clauses 38.1.3 and 38.1.4 (*CDM Regulations*);
- 1.33 the Service Provider has prepared and submitted the Service Provider's Emergency Plan in accordance with Clause 39 (*Emergency Planning and Response*) and Schedule 11 (*Emergency Planning and Response*);
- 1.34 the Service Provider has demonstrated to the Authority's satisfaction (acting reasonably) that the Service Provider's and First Tier Sub-Contractor's books of accounts have been established, and a facility to enable inspection of the books of accounts by the Authority is in place pursuant to Clause 104.3 (*Books of Accounts*);
- 1.35 the Service Provider has demonstrated to the Authority's satisfaction (acting reasonably) that recording facilities for incidents relating to health, safety and security have been established, and procedures for maintenance of the records, and a facility for inspection of the records is in place pursuant to Clause 104.4 (*Maintenance of Records*); and

- 1.36 the level of detail to be contained within the General Inspection Report has been agreed pursuant to Clause 27.24.1.1;
- 1.37 the Service Provider has, and has procured that all Key Sub-Contractors have, submitted the documentation pursuant to Clause 75.8 (*Bribery Act Procedures*);
- 1.38 the Service Provider has demonstrated to the Authority's satisfaction (acting reasonably) that it has complied with the requirement to provide information on the Authority's website in relation to the Service Provider's Programmed Maintenance, pursuant to Performance Requirement 1.105(d);
- 1.39 the Service Provider has prepared and submitted the first Annual Environmental/Carbon Reduction Plan in accordance with Performance Requirement 1.127 of the Output Specification;
- 1.40 the Service Provider has demonstrated to the Authority's satisfaction (acting reasonably) that the Operational Panel and the Financial Panel have been appointed and that the Clauses of the Contract that are capable of referral to the Financial Panel are defined;
- 1.41 the Service Provider has demonstrated to the Authority's satisfaction (acting reasonably) that it has obtained the registration or notification under the DPA pursuant to Clause 91.1;
- 1.42 the Service Provider has provided copies of all Ancillary Documents and Financial Documents pursuant to Clause 87.1.1 and a copy of the Senior Lender's Financial Model as at Financial Close pursuant to Clause 104.1.6;
- 1.43 where the Service Provider develop any standard documentation, including any claim forms, to be issued to members of the public on receipt of a Highway Claim pursuant to paragraph 2.16 of Schedule 26 (*Administration of Third Party Claims*), the Service Provider has provided a copy of such standard documentation to the Authority;

provided that:

- 1.44 in respect of the documents submitted pursuant to paragraphs 1.5, 1.15 – 1.19 inclusive, 1.24 – 1.26 inclusive, 1.33, 1.39 and 1.43:
- (a) the Service Provider shall give the Authority sufficient time to review such documents prior to the Service Commencement Date; and

(b) the provisions of paragraphs 2.3 to 4.4 inclusive of Schedule 21 (*Review Procedure*) shall apply to such documents so that, where any document is endorsed with 'objections made' pursuant to paragraph 4.3 of Schedule 21 (*Review Procedure*), the Service Provider shall not be entitled to consider such document as being submitted to the Authority pursuant to this Schedule 13; and

1.45 in respect of the documents submitted pursuant to paragraphs 1.3, 1.24, 1.25, 1.27, the Service Provider shall not be entitled to consider such document as being submitted until Authority Approval to such documents has been given.

Section B – Mobilisation Plan

Section C – Authority’s Mobilisation Requirements

Induction Training

1. The Authority shall:

- 1.1 provide access by the Service Provider to each Transferring Employee for the period or periods detailed on the attached Induction programme to enable the Service Provider to carry out the required one-to-one (TUPE consultation) meetings;
- 1.2 provide access by the Service Provider to each Transferring Employee detailed on the attached induction programme, to enable the Service Provider to carry out the required training for each Transferring Employee,

the timing of such access to be agreed between the Parties (both acting reasonably), such access to be at the cost of the Authority provided that, where the Service Provider requires additional access to any Transferring Employee which is greater than 5% of the original period or aggregated periods for that Transferring Employee set out in the Staff Access Protocol, the Service Provider shall be required to pay for such access at £30 an hour for operatives, £45 an hour for design staff and £0 for managerial staff.

Authority Website

2. The Authority shall provide the Service Provider with:

- 2.1 access to Authority’s web site and relevant IT system;
- 2.2 “super user” training (to the Service Provider’s nominated staff, up to a maximum of two (2) people) for the uploading of information onto the Authority’s website,

the extent of such access and training to be determined between the Parties, each Party acting reasonably as to the activity to be undertaken and the timescale for such activity to be undertaken having regard to the Service Provider’s obligations from the Service Commencement Date to provide and maintain information on the Authority’s web site and comply with the Authority’s Web Accessibility Standard Policy.

Customer First Scripts

3. Within ten (10) Business Days from Preferred Bidder the Authority and the Service Provider shall meet and seek to agree (both Parties acting reasonably) the first drafts of the Customer First Scripts, together with discussing and agreeing any interfaces and procedures for such

Customer First Scripts, provided that both Parties acknowledge and agree that pursuant to Paragraph 1.45 of Schedule 13 (*Mobilisation*), the Customer First Scripts shall be subject to Authority Approval prior to the Service Commencement Date.

4. Following notification of Preferred Bidder, the Authority shall provide the Service Provider with input from the Authority's Customer First team and shall procure such input from the Authority's ICT supplier, the extent of such input to be determined between the Parties, each Party acting reasonably as to the activity to be undertaken and the timescale for such activity to be undertaken having regard to the Service Provider's obligations from the Service Commencement Date that the Customer First CRM scripts are compatible with MIS, provided that both Parties acknowledge and agree that pursuant to Paragraph 1.45 of Schedule 13 (*Mobilisation*), the Customer First Scripts shall be subject to Authority Approval prior to the Service Commencement Date.
5. The Authority shall provide the Service Provider with input from the Authority's Customer First team, the extent of such input to be determined between the Parties, each Party acting reasonably as to the activity to be undertaken and the timescale for such activity to be undertaken having regard to the Service Provider's obligations from the Service Commencement Date to have in place a set of Customer First Scripts (including without limitation the Out of Hours Emergency Service) that can adequately deal with enquiries from the Service Commencement Date, provided that both Parties acknowledge and agree that pursuant to Paragraph 1.45 of Schedule 13 (*Mobilisation*), the Customer First Scripts shall be subject to Authority Approval prior to the Service Commencement Date.
6. The Authority shall ensure that any Customer First CRM Scripts that have received Authority Approval are loaded into the Authority's Customer First Service ("CFS") Lagan CRM as soon as reasonably practicable but in any event no fewer than ten (10) Business Days before the Service Commencement Date.

System Integration Testing

7. The Authority shall provide the Service Provider with a point of contact (the identity of such contact to be determined by the Authority acting reasonably) to assist the Service Provider in its implementation of the Authority's Project requirements and Service delivery in relation to ICT systems (including without limitation with respect to the connection by the Service Provider to the Authority's systems listed in Annexure 4 of Service Standard 1, and the Authority shall ensure that the Service Provider has access (during business hours) (the extent

of such access to be determined by the Authority, acting reasonably) to such contact during the Mobilisation Period.

8. The Authority shall provide the Service Provider with support and liaison to the Service Provider to effect the deployment and testing of the interfaces listed in Annexure 4 of Service Standard 1 and any scripts on the live CRM system, the extent of such support and liaison to be determined between the Parties, each Party acting reasonably as to the activity to be undertaken and the timescale for such activity to be undertaken having regard to the Service Provider's obligations from the Service Commencement Date.
9. Not Used

Transfer of Project Information

10. From PB, the Authority shall:
 - 10.1 meet with the Service Provider and seek to agree the volume and sources of Data to be transferred by the Authority to the Service Provider (each Party acting reasonably as to the activity to be undertaken and the timescale for such activity to be undertaken having regard to the Service Provider's obligations from the Service Commencement Date) (including, without limitation, provision by the Authority of information which allows the development by the Service Provider of a Data register to classify the Authority Data which needs to be transferred);
 - 10.2 provide access to the Service Provider to the Data that the Parties have agreed pursuant to paragraph 10.1 above is required to be transferred to the Service Provider to enable extraction of the required Data from the Authority's existing systems and shall verify the expected number of records in the relevant data sets so that the Service Provider can ensure that all required data fields have been extracted.
11. For all Structured Data and Records¹, the Authority shall undertake any activities in accordance with the Service Provider's proposed ICT Transition Plan required to enable the Service Provider to carry out the first test of the Service Provider's ICT configuration against the Authority's data and checks that all of the Data records have been properly loaded (and any subsequent re-testing of the Service Provider's ICT configuration against the Authority's data and checks that all of the Data records have been properly loaded) as soon as reasonably practicable following the PB, and in any event undertaking any activities required by the Service Provider (acting reasonably) to enable the Service Provider to carry out a "dry run" of

¹ Defined as those records held in the Authority's highway asset management applications (such as Confirm and Mayrise)

user acceptance testing (of which the Authority will be one of the categories of user) at least twenty (20) Business Days before the Planned Service Commencement Date.

12. For all Unstructured Data, Records and Other Systems, the Authority shall undertake any activities in accordance with the Service Provider's proposed timetable required by the Service Provider (acting reasonably) to enable the Service Provider to carry out a "dry run" of user acceptance testing (of which the Authority will be one of the categories of user) at least twenty (20) Business Days before the Planned Service Commencement Date.²

WAN Configuration

13. The Authority shall and shall procure that its ICT team provides support and liaison to the Service Provider to effect the connection and configuration of the IT Network at the Offices and Depots, the extent of such support and liaison to be determined between the Parties, each Party acting reasonably as to the activity to be undertaken and the timescale for such activity to be undertaken having regard to the Service Provider's obligations from the Service Commencement Date.

IT Architecture

14. Within 5 Business Days of PB, the Service Provider will submit to the Authority the proposed technical designs for review by the Authority's IT system architect in accordance with PR1.39a. The Authority shall ensure that it (through its IT system architect) shall liaise with the Service Provider to ensure that the design and operation of the Service Provider's technology meets the design template standards reasonably required by the Authority, the extent of such support and liaison to be determined between the Parties, each Party acting reasonably as to the activity to be undertaken and the timescale for such activity to be undertaken having regard to the Service Provider's obligations from the Service Commencement Date. The Authority shall not cease the operation of its existing IT networks or systems, prior to the Service Provider's IT network systems being available which the Authority considers (acting reasonably) it may be prudent to keep temporarily as contingency at Service Commencement to ensure business continuity without notifying the Service Provider and giving the Service Provider reasonable opportunity to provide its comments on the ceasing of such operation.

Environmental Waste Permits

² Unstructured data is defined as those records held in document and desktop application formats such as Excel, Word, PDF and CAD drawings. Other notes as 12.

15. To enable the Service Provider to submit the required application(s) for any environmental permits to the Environment Agency for waste generated by Contract activities, the Authority (acting in its capacity as the landowner) shall provide the Service Provider with a confirmation letter containing such terms as are specified by the Service provider (acting reasonably) within ten (10) Business Days of any request for such letter from the Service Provider.

Section D – CRM Interface

The Authority shall, between the date of this Contract and 31 March 2013, provide reasonable assistance to the Service Provider in order to implement the future state CRM solution as detailed in Method Statement 1.6 paragraphs 1.6.25 to 1.6.30. Such reasonable assistance shall include the following areas within the Authority's domain:

- Business analysts support to establish and agree new mappings and processes that are subject to change
- System architect support to provide technical coordination and design for the Authority's development work as well as steering to facilitate changes to existing interfaces
- Development support to implement the required code changes to the Authority's Integration Hub
- Testing support to test the implemented changes and processing including functional testing and user acceptance testing
- Infrastructure and network support to deliver the required changes to enable communication between the Authority's Integration Hub and the Service Provider's future state solution.