

ICT SERVICES AGREEMENT SCHEDULES

SCHEDULE 6.1

IMPLEMENTATION PLAN

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Section A

Product Description

1. PRODUCT TITLE

ICT Services Agreement - Schedule 6.1 (Implementation Plan).

2. PURPOSE OF PRODUCT

- This schedule will set out the Outline Implementation Plan produced by the Contractor to satisfy whatever critical milestone dates are provided by the Authority and sets out the procedure for the development by the Contractor of more detailed versions of the Implementation Plan (or parts of the Implementation Plan). The purpose of the Outline Implementation Plan is to specify the Milestones for implementation of the Services.
- Schedule 7 (Charges and Invoicing) sets out the remedies (Delay Payments, withholding of any payments triggered by Milestone Achievement, payment clawback) that may be available to the Authority for a failure by the Contractor to achieve a Milestone by its associated Milestone Date.

3. COMPOSITION

- Milestones for the implementation (dates): These should represent stages in the implementation where real value has been delivered and may be linked to Milestone Payments.
- Deliverables: The detailed requirements for the Milestone to be achieved should be specified. These should be capable of being tested objectively. Each Milestone may be made up of a number of Deliverables which will typically relate to each key service line in the Services Description.
- Outline Implementation Plan. This is a high level plan of the actions that the Contractor proposes will be taken (together with timetable) in order to achieve the Milestones. The Outline Implementation Plan will be developed into a Detailed Implementation Plan to be developed post contract. The Milestones should remain fixed. The schedule should also set out the procedures and timetable for developing and updating the Detailed Implementation Plan.

4. DERIVATION

- Authority Requirements
- Schedule 2.1 (Service Description)
- See Guidance Note 1 (Key Commercial Principles), section 1 - 3 (Delay Payments)

5. RELATED CLAUSES AND SCHEDULES:

Clauses:	3 (Implementation Plan)
	4 (Testing)
	5 (Implementation Delays - General Provisions)
	6 (Delays due to Contractor Default)
	7 (Delays to Milestones due to Authority Cause)
	8 (Delays Not Due to One Party)
	11 (Effect of Authority Cause in the Operational Phase)
Schedules:	6.2 (Testing Procedures)
	7.1 (Charges)
	8.1 (Governance)

6. ALLOCATION

- The Authority may wish to issue a draft pro-forma schedule as part of the descriptive document for discussion with the bidders.
- The Authority should issue a finalised pro-forma schedule to bidders for completion during the contract development stage of the procurement (see Pro-forma/Example Schedule). The Authority should specify the Milestone dates required to achieve its critical path for the project. Alternatively the Authority may set the latest date for achieving a Milestone(s) and invite bidders to agree to provide it sooner which can then be taken into account in the evaluation.

- The Authority should carefully check the proposed Outline Implementation Plan provided in response to the ITT.

7. QUALITY/REVIEW

- Authority to review and agree the bidder's proposed Outline Implementation Plan.
- Authority expertise: technical, project management, commercial.

Section B

Guidance

1. INTRODUCTION

- 1.1 The schedule should clearly set out the Milestones for the implementation. The Outline Implementation Plan should specify the duration and timetable for achieving each Milestone.
- 1.2 It is important that the description of each of the Milestones clearly specifies what Deliverables are expected from the Contractor and/or what the Contractor is expected to have achieved by the relevant Milestone date. Each of the Deliverables should be clearly identified and, ideally, should cross refer to the relevant Services line(s) that are dependent upon that Deliverable. Where an expectation of a certain level of achievement forms part of a Milestone, this expectation should be clearly specified, measurable and capable of being tested in accordance with schedule 6.2 (Testing Procedures).
- 1.3 The schedule should also set out the process and timings for the delivery of the Detailed Implementation Plan and may also specify required content for the Detailed Implementation Plan. Timescales for review of/comment on the draft Detailed Implementation Plan by the Authority should also be set out and it is important that the Authority is comfortable that it will be able to properly review the Detailed Implementation Plan within these timescales.

2. RELATIONSHIP WITH OTHER SCHEDULES

The schedule is closely related to and interdependent on the following schedules:

- 2.1 Schedule 3 (Authority Responsibilities): schedule 3 should specify what the Authority's obligations are during each phase of implementation. However, it may be clearer and more efficient if any dependencies that the Contractor may have on the Authority in relation to each Milestone are set out clearly against each Milestone or each Deliverable (as appropriate) in schedule 6.1. This approach of linking Milestones and Deliverables to dependencies will assist in quantifying the impact that a failure by the Authority to deliver a dependency will have on the achievement of the Milestone for the purposes of clause 7 (Delays to Milestones due to Authority Cause);

- 2.2 Schedule 6.2 (Testing Procedures): schedule 6.2 will set out the Testing Procedures applicable to the Milestones and each Deliverable forming part of the Milestone. In more complex projects it may be that each Deliverable can be categorised according to the type of test that is applied to it and in this case it is clearer to set out the categorisation against each of the Deliverables in schedule 6.1;
- 2.3 Schedule 7.1 (Charges and Invoicing): schedule 7.1 should set out the financial remedies available to the Authority as a result of a failure by the Contractor to Achieve a Milestone by the Milestone Date. In more complex projects, the Authority should consider refining the provisions in schedule 7.1 by linking each Deliverable within a Milestone to a specific financial remedy (eg each Deliverable could be allocated a level of criticality on the basis of the amount of value intended to be derived by the Authority from that Deliverable - it may be that certain critical Deliverables deprive the Authority of all value from the Milestone, whilst others are far less critical to the Milestone as a whole: these considerations may form part of the Authority's consideration of what amounts to a "genuine pre-estimate of loss"). Where a direct link is made between each Deliverable forming part of a Milestone and the quantum of financial remedies associated with a Milestone delay resulting from a failure in respect of that Deliverable, it may be more clear to set out that linkage against each of the Deliverables in schedule 6.1; and
- 2.4 Schedule 8.1 (Governance): schedule 8.1 will specify the constitution and composition of the bodies responsible the management of the implementation process.

3. RELATIONSHIP WITH PROVISIONS OF THE AGREEMENT

Schedule 8.1 and the following clauses of the Agreement are interdependent:

- 3.1 Clause 3 (Implementation Plan): This sets out the provisions relating to the development of the Implementation Plan. The Implementation Plan should be developed around the Milestones specified by the Authority and will set out more detail relating to the tasks and actions that the Contractor will need to undertake in order to achieve the Milestones. The process set out in clause 3 is intended to ensure that the Implementation Plan is developed and sets out a critical path that becomes binding upon the Contractor. It is important to remember that the Milestones, Deliverables and Milestone Dates must be binding upon the Contractor

notwithstanding the Detailed Implementation Plan remains to be agreed and schedule 6.1 needs to set these out in sufficient detail to ensure that this is the case.

- 3.2 Clauses 5 (Implementation Delays - General Provisions) and 6 (Delays Due to Contractor Default): these provisions deal with the rights and obligations of the parties in the event that the Contractor fails to Achieve a Milestone during the Pre-Operational Phase (ie during implementation). In determining the Authority's rights in accordance with the provisions of the Agreement it is important for the Authority to clearly determine where responsibility lies for failing to meet a Milestone. The position is often not clear cut with both parties having had some contribution to missed Milestones. The Authority can negate any confusion about this by being clear about its own obligations under the Agreement and fulfilling its responsibilities as specified in schedule 3 (Authority Responsibilities). The Contractor's dependencies on the Authority in respect of the Milestones (if any) should be specified in schedule 6.1 but the Authority needs to take great care in agreeing these dependencies (see paragraph 1.3 of Section B of schedule 3).
- 3.3 Clause 6 (Delays Due to Contractor Default): sets out provisions dealing with remedies for Delays caused by Contractor Default. These include the Authority's entitlement to Delay Payments (specified in schedule 7.1) if a Milestone is not Achieved by its Milestone Date.
- 3.4 Clause 7 (Delays to Milestones due to Authority Cause): sets out provisions dealing with Delays caused by Authority Cause.
- 3.5 Clause 8 (Delays Not Due to One Party): provides for the adjustment of Delay Payments where Delays are due to a combination of the Contractor's Default and Authority Cause.

SECTION C

Pro-forma/Example schedule

4. PURPOSE OF SCHEDULE

The purpose of this schedule 6.1 is:

- 4.1 to define a process for the preparation and implementation of the Outline Implementation Plan and Detailed Implementation Plan to deliver the Services; and
- 4.2 to identify the Milestones (and associated Deliverables) including the Milestones that trigger payment to the Contractor of the applicable Milestone Payments following the issue of the applicable Milestone Achievement Certificate.

5. OUTLINE IMPLEMENTATION PLAN

Guidance: This section must specify the Milestones (including dates and associated Deliverables) to be Achieved by the Contractor. This Outline Implementation Plan is to be completed as part of finalising the Agreement. If further planning is required, the detailed plan is to be completed post contract (see below). The Appendix to this Schedule sets out an example of the typical stages (Milestones) and Deliverables in a complex ICT Services procurement.

Milestone	Deliverables (bulleted list showing all Deliverables (and associated tasks) required for each Milestone)	Duration (Working Days)	Milestone Date	Authority Responsibilities (if applicable)	Link to ATP/CPP
<i>[Guidance: insert description/name and number]</i>	<i>[Guidance: set out details of what the Contractor has to deliver in order to Achieve the Milestone. Each Task/Deliverable should be set out in sufficient detail to enable Achievement to be Tested in accordance with schedule 6.2.]</i> <i>[Guidance: If the Contractor offers additional Deliverables as part of its bid and the Authority wishes to include these as Deliverables in this table then these should be added to this plan during the process of finalising the Agreement]</i>	<i>[Guidance: insert duration of activities. This may be specified in respect of each Task/Deliverable (in which case there should be a remedy for failure to Achieve the task/Deliverable in that timescale ie a mini-Milestone) or globally for the Milestone (eg in larger projects it may be preferable to allow the Contractor a greater degree of flexibility in scheduling tasks within each Milestone).]</i>	<i>[Guidance: insert the date by which the Milestone must be Achieved.]</i>	<i>[Guidance: refer to guidance: (i) to schedule 3 (Authority Responsibilities) (in particular section B, paragraph 2.3), for discussion of Authority Dependencies; and (ii) in Section B of this schedule, paragraph 2.1.]</i>	<i>[Guidance: if Achievement of the Milestone also qualifies as ATP or CPP then record this here.]</i>

[Guidance:-

Any further detail to be included in the Outline Implementation Plan should be set out here. The Agreement envisages that details of Operational Service Commencement Date should be set out in the Implementation Plan.

The Delay Payment calculation is set out in schedule 7.1 (Charges and Invoicing). If a more sophisticated calculation model is to be applied (e.g. by reference to the individual missed Deliverables, then it should be set out in this schedule 6.1 by reference to each of the Deliverables that does not meet the Test Success Criteria).

N.B. in accordance with clause 6.2.3, Delay Payments will accrue on a daily basis from the relevant Milestone Date and continue up to the date when the Milestone is Achieved - in the case of a calculation by reference to individual Deliverables, the calculation should be made on a daily basis by reference to the Deliverables then outstanding in respect of the affected Milestone. Delay Payments should be agreed with the bidders during the procurement phase and should be a genuine pre-estimate of loss (see further guidance at paragraph 2.3 to Section B (above) and the guidance in clause 6 (Delays Due to Contractor Default). The purpose of the Delay Payments should be to provide a clear incentive to the Contractor to Achieve Milestones. The Delay Payments should represent the difference in value to the Authority of what has been delivered as compared to what should have been delivered, additional costs incurred because the Contractor is not doing what it is meant to be doing could also be taken into account.]

6. MILESTONES AND MILESTONE DATES

- 6.1 The Contractor shall perform its obligations so as to Achieve each Milestone by the Milestone Date.
- 6.2 Changes to the Milestones set out in the table in paragraph 2 of this schedule shall only be made in accordance with the Change Control Procedure and provided that the Contractor shall not attempt to postpone any of the Milestones using the Change Control Procedure or otherwise (except in accordance with clause 7 (Delays to Milestone due to Authority Cause)).

7. DETAILED IMPLEMENTATION PLAN

- 7.1 The parties acknowledge the importance of detailed planning for the implementation of all of the Services under this Agreement and the need to develop the Detailed Implementation Plan in accordance with this schedule and clause 3 (Implementation Plan).
- 7.2 The Contractor shall ensure that the Detailed Implementation Plan prepared and delivered to the Authority in accordance with clause 3 (Implementation Plan) incorporates all of the Milestones and Milestone Dates and includes (as a minimum)

the Contractor's proposed timescales in respect of the following for each of the Milestones:

- 7.2.1 the completion of each design document;
- 7.2.2 the completion of the build phase;
- 7.2.3 the completion of testing of the Services in accordance with schedule 6.2 (Testing Procedures); and
- 7.2.4 training and roll-out activities.

[Guidance: the required contents of the Detailed Implementation Plan should be carefully considered on a project by project basis.]

7.3 The Contractor shall ensure that the Detailed Implementation Plan:

- 7.3.1 clearly outlines in a detailed plan all the steps required to implement the Milestones to be achieved in the next 12 months, together with a high level plan for the rest of the programme, in conformity with the Authority's Requirements and the Standards;
- 7.3.2 clearly outlines the required roles and responsibilities of all parties concerned, including staffing requirements (subject to the list of Authority's Responsibilities and subject to the roles and responsibilities set out in schedule 9.3 (Key Personnel)); and
- 7.3.3 is produced using a software tool as specified, or agreed by the Authority.

7.4 An OGC Gateway 4 "Readiness for Service" Review will be conducted after completion of Milestone [◆] [***Guidance: on the basis of the example project stages and deliverables included in the Appendix, the Gateway 4 review would be carried out at the "User Readiness for Service" stage***] involving the Authority and the Contractor. The Contractor shall allow for such reasonable assistance as may be required for this purpose within the Charges.

7.5 An OGC Gateway 5 "Benefits Evaluation" Review will be conducted at some stage after the date of completion of Milestone [◆] involving the Authority and the Contractor. The Contractor shall allow for such reasonable assistance as may be required for this purpose within the Charges.

- 7.6 Prior to the submission of the Detailed Implementation Plan in accordance with clause 3 (Implementation Plan), the Authority shall have the right, at any time, to review any documentation produced by the Contractor: (i) in relation to the development of the Detailed Implementation Plan; and/or (ii) for the purposes of developing the initial draft of the Detailed Implementation Plan into the agreed Implementation Plan, including:
- 7.6.1 details of the Contractor's intended approach to the Detailed Implementation Plan and its development;
 - 7.6.2 copies of any drafts of the Detailed Implementation Plan produced; and
 - 7.6.3 any other work in progress in relation to the Detailed Implementation Plan.
- 7.7 The Authority shall have the right to require the Contractor to include any reasonable changes or provisions in the Detailed Implementation Plan before it is submitted to the Authority in accordance with clause 3 (Implementation Plan) or paragraph 7.9 below as appropriate.
- 7.8 After approval of the Detailed Implementation Plan in accordance with clause 3 (Implementation Plan) it shall be maintained and updated on a weekly basis by the Contractor as may be necessary to reflect the then current state of the implementation of the Services. Save for any amendments which are of a type identified and notified by the Authority (at the Authority's discretion) to the Contractor in writing as not requiring approval, any material amendments to the Detailed Implementation Plan shall be subject to the Change Control Procedure (and for the avoidance of doubt any amendments to elements of the Detailed Implementation Plan which reflect the contents of the Outline Implementation Plan shall be deemed to be material amendments) provided that in no circumstances shall the Contractor alter or attempt to alter any Milestone Date except in accordance with clause 7 (Delays to Milestones Due to Authority Cause). Until such time as the updated Detailed Implementation Plan is approved by the Authority, the Detailed Implementation Plan then existing (that is to say prior to the update) shall apply.

In addition to maintaining and updating the Detailed Implementation Plan in accordance with paragraph 7.8 of this schedule, the Contractor shall submit an updated Detailed Implementation Plan within 20 Working Days of receiving

notification from the Authority, or such longer period as the parties may agree (provided that any failure to agree such longer period shall be referred to the Dispute Resolution Procedure), of being advised by the Authority of an event reasonably identified by the Authority as requiring a revised Detailed Implementation Plan.

- 7.9 Any such revised Detailed Implementation Plan shall be submitted by the Contractor for approval in accordance with the procedure set out in paragraph 7.7 above.
- 7.10 The parties shall consider and review the Detailed Implementation Plan and progress towards its successful implementation at the Project Board meetings held in accordance with schedule 8.1 (Governance). In preparation for such meeting the current Detailed Implementation Plan shall be provided by the Contractor to the Authority not less than five Working Days in advance of each meeting of the Project Board.

APPENDIX

[Guidance: the following list of stages and Deliverables is included as an example only and sets out a typical list of stages (Milestones) and Deliverables in a complex ICT Services procurement. The example is not intended to be comprehensive or prescriptive of the Milestones/Deliverables in any given procurement.]

Product Breakdown Structure requirements

Stage	Deliverables
Concept Design	[Statement of Requirements System/Application Specifications Interface Specifications Systems Testing Strategy Implementation Strategy and Plan Risk and Issues Management Plan Outline Disaster Recovery Plan Project Schedule Service Management Plan]
Full Development	[Design Verification Reports Design Validation Reports Change Management Plan System/Application Implementation Plan Risk and Issues Management Project Schedule Service Management Plan]
System User Testing	[System Test Report Risk and Issues Management Plan Project Schedule Service Management Plan Defects Log Final Inspection and Testing Report]
User Readiness for Service	[Training Plan Risk and Issues Log Implementation Plan Operations Plan Data Conversion & Cutover Plan Project Schedule Service Management Plan]
Implementation	[Implementation Plan Training Scripts]

Stage	Deliverables
In Service Support	[Post Implementation Report Data Conversion and Cut-Over Plan Service Delivery Reports Risk and Issues Log Service Management Plan Defects Log]