

BUNDLE 3 LOT 2: PREMISES & FABRIC: EXECUTION VERSION

1.6 WORKING HOURS ARE NOT EXCESSIVE

1.6.1 Working hours comply with at least UK national laws and benchmark industry standards, whichever affords greater protection.

1.6.2 In any event, workers shall not on a regular basis be required to work in excess of 48 hours per week and shall be provided with at least one day off for every 7 day period on average. Overtime shall be voluntary, shall not exceed 12 hours per week, shall not be demanded on a regular basis and shall always be compensated at a premium rate.

1.7 NO DISCRIMINATION IS PRACTISED

1.7.1 There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

1.8 REGULAR EMPLOYMENT IS PROVIDED

1.8.1 To every extent possible work performed must be on the basis of recognised employment relationship established through national law and practice.

1.8.2 Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub-contracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

1.9 NO HARSH OR INHUMANE TREATMENT IS ALLOWED

1.9.1 Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

Note on the Provisions of this Code

The provisions of this code constitute minimum and not maximum standards, and this code should not be used to prevent companies from exceeding these standards. Companies applying this code are expected to comply with national and other applicable law and, where the provisions of law and this Base Code address the same subject, to apply that provision which affords the greater protection.

Appendix 2: Timber Standards

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Timber Standards
Appendix 2

Aim of KPI :
 Implement the Mayor's Green Procurement Code
 Implement the GLA Sustainable Timber Policy
 Implement TfL environmental objective: Reduce resource consumption and improve green procurement

Reporting period	
Date	
Completed by	
Title	

Desired Outcome	Service Performance Indicator	Quantity (KG)	Value (£)	% of good represented	Reporting Frequency	objective	2007	2008	2009	2010	2011
Reduce resource consumption and improve green procurement (TfL Env' KPI)	Timber complies with Sustainable Timber definition and obligations as per Contract.				Quarterly, with Annual report.	Increase/maintain % of sustainable timber supplied					
Reduce resource consumption and improve green procurement (TfL Env' KPI)	Timber does NOT comply with Sustainable Timber definition and obligations as per Contract				Quarterly, with Annual report.	Reduce amount of Non Sustainable Timber procured.					

Appendix 3: TfL Supplier Diversity Definitions

TfL Supplier Diversity Definitions

Issue Date: February 2010

Effective: February 2010

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1. Document Outline

1.1 Background

Encouraging a diverse base of supplier forms a part of the GLA Group Responsible Procurement Policy. The TfL Supplier Diversity Definitions ensure consistency across Supplier Diversity activities across TfL. These definitions form a basis for the TfL Supplier Diversity Policy and act as a basis for alignment in the measurement of diverse suppliers.

1.2 Version Control

Version Date	Author	Notes
26 February 2010	C Cottam	Turnover/Balance Sheet Amendment
02 February 2009	C Cottam	SME definition update
31 January 2008	J Gall	Ownership categorisation
8 th May 2006	J Gall	EU definitions
19 th October 2005	J Gall	Updates/clarifications

2. Diverse Suppliers

For the purposes of TfL's Procurement Supplier Diversity Programme, "**Diverse Suppliers**" comprise the following four subsets:

- 2.1 Small and Medium Enterprises (SMEs)
- 2.2 Black, Asian and Minority Ethnic (BAME) businesses
- 2.3 Suppliers from other under-represented or protected groups
- 2.4 Suppliers demonstrating a diverse workforce composition

The more detailed explanations of the four above subsets are given in the sections below.

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3. Small and Medium Enterprises (SMEs)

3.1 A **Small Enterprise**⁵ is a business which has both the following:

- i) 0-49 Full Time Equivalent employees¹;

AND EITHER

- ii) Turnover² per annum of no more than £5.6 million net (or £6.72 million gross); in the last financial year;

OR

- iii) Balance sheet total⁴ of no more than £2.8 million net (£3.36 million gross).

3.2 A **Medium Enterprise**⁵ is a business which has both the following:

- i) 50-249 Full Time Equivalent employees¹;

AND EITHER

- ii) Turnover² per annum of no more than £22.8 million net (or £27.36 million gross) in the last financial year;

OR

- iii) Balance sheet total⁴ of no more than £11.4 million net (or £13.68 million gross).

3.3 A **Large Enterprise**⁵ is a business which has both the following:

- i) 250 and over Full Time Equivalent employees¹;

AND EITHER

- ii) Turnover² per annum over £22.8 million net (or £27.36 million gross) in the last financial year;

OR

- iii) Balance sheet total⁴ of over £11.4 million net (or £13.68 gross).

¹ Full Time equivalent employees is defined in Section 7.1

² Turnover is defined in Section 7.3

⁴ Balance Sheet Total is defined in Section 7.5

⁵ Further explanation is outlined in Section 7.7 (Definition of Size) & 7.8 (Ownership Categorisation)

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4. Black, Asian and Minority Ethnic (BAME) owned businesses

A Black, Asian and Minority Ethnic (BAME) owned business is a business which is 51% or more owned by members of one or more Black, Asian or Minority ethnic groups.

Minority ethnic groups are all people including those who have classified themselves as members of ethnic groups other than 'White British'.

The minority ethnic classification groups used by TfL for monitoring purposes are:

<u>Ethnic group</u>	<u>Racial origin</u>
White	Irish Any other White background
Mixed	White & Black Caribbean White & Black African White & Asian Any other Mixed background
Asian or Asian British	Indian Pakistani Bangladeshi Any other Asian background
Black or Black British	Caribbean African Any other Black background
Chinese or other Ethnic Group	Chinese Any other Ethnic Group

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5. **Suppliers from other under-represented groups or protected groups**

5.1 A Supplier from an under-represented group is one which is 51% or more owned by members of one or more of the following groups (where not covered by previous definitions):

5.1.1 Women (gender)

5.1.2 Disabled people with physical and sensory impairments, learning difficulties and mental health requirements;

5.1.3 Lesbians, Gay men, Bisexual and Transgender people (sexual orientation); and

5.1.4 Older people (aged 60 or over), young people (aged 24 or under) (age)

5.2 A Supplier from a protected group is one which is 51% or more owned by members of a group for which protection is provided by anti-discriminatory legislation and which is not already covered by the above (such as religious, faith or belief groups, or alternatively, ownership by a social enterprise or a voluntary/community organisation).

6. **Suppliers demonstrating a diverse workforce composition**

This relates to Full Time Equivalent employees in the supplier's workforce who may be from one or more minority ethnic groups, and/or under-represented groups and/or protected groups as listed in II and III above.

7. **Other Definitions & Information**

7.1 **Full-Time Equivalent Employees**

Where employee numbers are used, these refer to Full-Time Equivalents (FTEs) expressed in **Annual Work Units** (see below). Staff headcount should include full-time, part-time and seasonal staff and includes the following:

- Employees
- Persons working for the enterprise being subordinated to it and considered to be employees under national law
- Owner managers
- Partners engaged in regular activity in the enterprise and benefiting from financial advantages from the enterprise.

Full-time workers are expressed as hours worked per week. TfL refer to standard UK hours of work as full time workers – i.e. those who work 35 hours a week and 52 weeks a year (including annual leave).

7.2 **Annual Work Units**

Refer to anyone who worked, over the past year, full-time within your enterprise, or on its behalf, during the entire reference year counts as one unit. You treat part-time staff, seasonal workers and those who did not work the full year as fractions of one unit.

7.3 **Turnover**

Turnover is in line with that defined in the Companies Act 1985:

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The amounts derived from the provision of goods and services falling within the company's ordinary activities, after deduction of:

- i) trade discounts
- ii) value added tax

Please refer to Section 7.8 regarding ownership categorisation to understand how to interpret ownership, where an enterprise is part of a parent organisation.

7.4 Financial Year

Financial Year relates to 1st April – 31st March or any other 12 month period as defined by the company.

All data must be relating to the last approved accounting period and calculated on an annual basis. In the case of newly-established enterprises whose accounts have not yet been approved, the data to apply shall be derived from a reliable estimate made in the course of the financial year.

7.5 Balance Sheet Total

The annual balance sheet total refers to the value of your company's main assets.

7.6 Ownership

Individual or those in named control holding capital or voting rights - either through private or shared ownership - of any given business entity.

7.7 Definition of Size

Where headcount and turnover and/or balance sheet conditions apply to different size definitions, headcount acts as the more predominant aspect, in defining size.

An organisation does not need to satisfy both turnover and balance sheet total, only one of the conditions and may exceed one of them without losing its status. This is illustrated by an organisation which has 30 employees, a turnover of £12 million and a balance sheet total of £10 million. The number of employees figure would class the organisation as a small organisation, however the turnover and balance sheet total define the organisation as medium. In this case, the headcount would be used to define the classification of the organisation. This organisation would be classed as a small organisation.

To illustrate this, the following scenarios have been mapped for the different characteristics of supplier diversity definitions (based on information from the Department for Trade & Industry (*now Department for Business Enterprise & Regulatory Reform*)):

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		Turnover/Balance Sheet Total		
		£5.6m net(up to)/ £2.8m net (up to)	£22.8m net(up to/incl.)/ £11.4m net (up to/incl.)	£22.8m net(over)/ £11.4m net (over)
Employees	0-49	✓	<i>Employees more predominant</i>	<i>Employees more predominant</i>
	50-249	<i>Employees more predominant</i>	✓	<i>Employees more predominant</i>
	250+	<i>Employees more predominant</i>	<i>Employees more predominant</i>	✓

7.8 Ownership Categorisation

EU Commission Definition on Enterprise Ownership Categorisation

The European Commission’s Guidance published in 2005 “The New SME Definition: User Guide and Model Declaration”⁶, outlines parameters for defining an organisation’s ownership categorisation and whether an organisation is autonomous, partner or linked.

7.8.1 Autonomous

This is the most common category of ownership.

An organisation is autonomous if:

- It is totally independent, i.e. there is no participation in other enterprises and no enterprise has a participation.
- It has a holding of less than 25% of the capital or voting rights (whichever is the higher) in one or more other enterprises and/or outsiders do not have a stake of 25% or more of the capital or voting rights (whichever is the higher) in your enterprise.

If an organisation is autonomous, it means that it is not a partner or linked to another enterprise

7.8.2 Partner

An enterprise is a partner enterprise if:

- It has a holding equal to or greater than 25%, of the capital or voting rights in another enterprise and/or another enterprise has a holding equal to or greater than 25% in the other.

It is not linked to another enterprise. This means, among other things, that voting rights in the other enterprise (or vice versa) do not exceed 50%.

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7.8.3 Linked

Enterprises formed as a **group** through the direct or indirect control of the majority of voting rights. An enterprise owned by another or through the ability to exercise a **dominant influence** on another enterprise.

Two or more enterprises are linked when they have any of the following relationships:
-One enterprise holds a majority of the shareholders' or members' voting rights in another.

-One enterprise is entitled to appoint or remove a majority of the administrative, management or supervisory body of another.

-A contract between the enterprises, or a provision in the memorandum or articles of association of one of the enterprises, enables one to exercise a dominant influence over the other.

-One enterprise is able, by agreement, to exercise sole control over a majority of shareholders' or members' voting rights in another.

⁶Refer directly to the EU Commission Definitions for more guidance:
http://ec.europa.eu/enterprise/enterprise_policy/sme_definition/sme_user_guide.pdf

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SCHEDULE 17: STRATEGIC LABOUR NEEDS AND TRAINING

1 Introduction

1.1 Without prejudice to the other provisions in this Contract relating to Supplier Personnel, this Schedule sets out the Supplier's obligations in respect of:

- (A) supporting the TfL Group (and Third Parties nominated by the TfL Group) in the implementation of the Skills and Employment Strategy; and
- (B) ensuring that the Supplier attracts, develops and retains Supplier Personnel with the skills necessary to deliver the Services, throughout the Term.

1.2 In this Schedule, the following terms shall have the corresponding meanings:

"Apprentice" means a member of Supplier Personnel who is registered as an apprentice or technician with an industry recognised body;

"Agreed Plan" **SLNT** means the Supplier's strategic labour needs and training plan set out at Appendix 3 (Initial/Agreed SLNT Plan) to this Schedule, to be prepared in accordance with the SLNT Plan Template and approved by the Company;

"Initial Plan" **SLNT** means the initial strategic labour needs and training plan set out at Appendix 3 (Initial/Agreed SLNT Plan), submitted by the Supplier prior to the Services Commencement Date and to be agreed between the Parties in accordance with paragraph 2 of this Schedule;

"Monthly Monitoring Report" **SLNT** means the report to be prepared by the Supplier in the form set out at Appendix 5 (*Monthly SLNT Monitoring Report Template*) and submitted to the Company in accordance with the provisions of paragraph 5 of this Schedule;

"Relevant Employment Vacancy" means an employment vacancy within the Supplier's organisation for a member of Supplier Personnel;

"Skills and Employment Strategy" **and** means the TfL Group's ten (10) year skills and employment strategy, as amended from time to time. A copy of the current Skills and Employment Strategy is provided at Appendix 1 (Skills and Employment Strategy) to this Schedule;

"SLNT Coordinator" **Co-** has the meaning set out in paragraph 3.1 of this Schedule;

"SLNT Infraction" means any breach by the Supplier of any of its obligations under this Schedule;

"SLNT Output" means the minimum number of Apprentice positions or

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equivalent to be delivered by the Supplier (either directly through its own personnel and the personnel of its Sub-Contractors) under this Contract, as identified and agreed in the Agreed SLNT Plan;

“SLNT Plan Template” means the template for the SLNT Plan set out at Appendix 2 (SLNT Plan Template) to this Schedule, to be completed by the Supplier;

“Trainee” means a member of Supplier Personnel who is registered as a trainee with an industry recognised body; and

2) **Agreed SLNT Plan and Implementation Plan**

2.1 Based on the Initial SLNT Plan, the Supplier shall:

- (A) further develop the Initial SLNT Plan to reflect the comments and requirements of the Company;
- (B) submit a revised copy of the Initial SLNT Plan to the Company for approval within twenty (20) Working Days from the Services Commencement Date; and
- (C) provide an Implementation Plan as contained in Appendix 4 (Implementation Plan) of this Schedule 17 based on the revised copy of the Initial SLNT Plan within forty (40) Working Days from the Services Commencement Date.

2.2 If the Initial SLNT Plan is:

- (A) approved, it shall be adopted immediately and become the Agreed SLNT Plan; or
- (B) not approved, the Supplier shall amend the Initial SLNT Plan and re-submit it to the Company for approval within the time period agreed in writing between the Parties. If the Company does not approve the Initial SLNT Plan following its resubmission, the matters preventing such approval shall be resolved in accordance with Clause 65.

2.3 Without limiting any other provision of this Contract, the Supplier shall:

- (A) comply with provisions of the Agreed SLNT Plan and the Implementation Plan; and
- (B) at no additional cost to the Company and subject to the provisions of paragraph 2.4 below, review and amend the Agreed SLNT Plan and Implementation Plan every twelve (12) Months following the Services Commencement Date or at other times requested by the Company, to reflect:
 - (1) Good Industry Practice;
 - (2) any changes to the nature of the Services and updates to the Asset Management System; and
 - (3) any amendments proposed by the Company.

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- 2.4 Any changes or amendments to the Agreed SLNT Plan shall be subject to the provisions of Clause 15 and shall not be implemented until approved in writing by the Company.

3 SLNT Co-ordinator

- 3.1 Within twenty (20) Working Days of the Services Commencement Date, the Supplier shall nominate a member of Supplier Personnel with the necessary skills and authority to:

- (A) be responsible for the implementation and on-going development and maintenance of the Agreed SLNT Plan; and
- (B) act as the single point of contact between Company nominated personnel on all matters concerning the Agreed SLNT Plan,

(the "SLNT Co-ordinator").

- 3.2 The Parties shall add the SLNT Co-ordinator to the list of Key Personnel set out in Schedule 1 (Detailed Terms).

4 Community Relations

- 4.1 The Supplier acknowledges and accepts that members of the TfL Group work closely with third party organisations to implement the Skills and Employment Strategy.

- 4.2 Accordingly, the Supplier shall:

- (A) at the time of placing an advertisement for a Relevant Employment Vacancy, notify the relevant member of Company personnel (and/or any third parties nominated by the TfL Group) of such advertisement, providing details of the:

- (1) Relevant Employment Vacancy;
- (2) date of the advertisement; and
- (3) publication in which the advertisement is scheduled to appear or appeared (as applicable); and

- (B) attend a minimum of two (2) events each year, at a time and location specified by the Company, to publicise employment and training opportunities arising from the provision of the Services.

5 Monitoring and Reporting

- 5.1 Subject to paragraph 5.2 below, the Supplier shall provide the Company with a Monthly SLNT Monitoring Report from 01 August 2017 and on the first day of each month thereafter, detailing the Supplier's performance against the Agreed SLNT Plan.

- 5.2 Failure to provide the Company with a copy of the Monthly SLNT Monitoring Report within the timescales set out in paragraph 5.1 above shall constitute a failure for the purposes of paragraph 4 of Schedule 12 (Performance Measurement).

- 5.3 The Supplier shall ensure at all times that it complies with the requirements of the

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Data Protection Act 1998 (as may be amended) in the:

- (A) development and maintenance of Training Plans; and
- (B) collection and reporting of the information to the Company pursuant to paragraph 5.1 above.

6 SLNT Infractions

Failure to:

- (A) ensure that each SLNT Output for the monitoring period is delivered in accordance with Agreed SLNT Plan; and/or
- (B) review the Agreed SLNT Plan in accordance with paragraph 2.3 of this Schedule 17 (Strategic Labour Needs and Training),

shall constitute a failure for the purposes of paragraph 4 of Schedule 12 (Performance Measurement).

7 SLNT Audit

- 7.1 The Company may from time to time undertake any audit or check of any and all information regarding the Supplier's compliance the provisions of this Schedule 17.
- 7.2 The Supplier shall maintain and retain records relating to the Agreed SLNT Plan and its compliance with the provisions of this Schedule 17 for a minimum of seven (7) years.
- 7.3 The Company shall use reasonable endeavours to co-ordinate such audits and to manage the number, scope, timing and method of undertaking audits so as to ensure that the Supplier is not, without due cause, disrupted or delayed in the performance of the Supplier's obligations under this Contract.
- 7.4 The Supplier shall promptly provide all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance:
 - (A) granting or procuring the grant of access to any:
 - (1) premises used in the Supplier's performance of this Contract, whether the Supplier's own premises or otherwise;
 - (2) equipment (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of the Supplier's obligations under this Schedule 17, wherever situated and whether the Supplier's own equipment or otherwise; and
 - (B) complying with TfL's reasonable requests for access to senior personnel engaged in the Supplier's performance of this Contract.

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APPENDIX 1 TO SCHEDULE 17

Skills and Employment Strategy

A copy of the Skills and Employment Strategy can be obtained from:

<https://www.tfl.gov.uk/cdn/static/cms/documents/skills-and-employment-strategy.pdf>

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APPENDIX 2 TO SCHEDULE 17

SLNT Plan Template

Title – SLNT Activity Breakdown

Please complete the following table outlining how you intend to meet your SLNT commitments.

Table 1:

SLNT Activity Breakdown

SLNT Activity Area	Priority Output	Year 1	Year 2	Year 3	Year 4	Totals	Cross Check		
							SLNT Value	SLNT Totals	
Apprenticeships									
- Apprentices Job Start (FTE)	Y					0	1	0	
- Workless Apprentices Job Start (FTE)	Y					0	1	0	
- Apprentice Start (Existing Staff)	Y					0	1	0	
Worklessness									
- Workless Job Starts (FTE)						0	1	0	
- Workless Graduate Job Start (FTE)						0	1	0	
Educational/Career Support									
- Placement Positions (Days)						0	20	0	
- School Engagement (Days)						0	20	0	
Job Creation									
- Job Start (non-workless) (FTE)						0	1	0	
Total SLNT Activity									0
Priority Activities									0

Please detail any information or assumptions relevant to the above outputs you have indicated as meeting your SLNT requirements:

Additional Information/ Assumptions (max 250 words)

Content:

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Strategic Labour Needs and Training Method Statement

<p>Title: <i>Delivery Against TfL Priorities</i></p> <p>Referring to the SLNT Activity Breakdown outlined in Table 1, please describe the activities you will undertake in each of the SLNT areas. This should include further detail for each of the areas detailed below:</p> <ul style="list-style-type: none">• The qualifications and training programmes you have identified;• Named staff resource you will be deploying to support the activity;• External funding streams you have identified to support the activity;• Assumptions made in preparing proposed activities;• Any input you require from TfL to undertake these activities. <p>Any areas where you are not proposing to undertake activity should be left blank.</p> <p>You may use up to [250] words in <u>each</u> of the following boxes.</p>
<p>Apprentice Job Start</p> <p><i>Content:</i></p>
<p>Workless Apprentice Job Start</p> <p><i>Content:</i></p>
<p>Apprentice Start (Existing Staff)</p> <p><i>Content:</i></p>
<p>Workless Job Start</p> <p><i>Content:</i></p>
<p>Workless Graduate Job Start</p> <p><i>Content:</i></p>

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<p>Placement Positions</p> <p><i>Content:</i></p>
<p>School Engagement</p> <p><i>Content:</i></p>
<p>Job Start (non-workless)</p> <p><i>Content:</i></p>

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APPENDIX 3 TO SCHEDULE 17

Initial/Agreed SLNT Plan

Schedule 17 - Appendix 3 SLNT Plan



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Schedule 17 - Appendix 3 SLNT Plan

1. Lanes Rail Strategic Labour Needs and Training Activity Breakdown

Apprenticeships								
- Apprentices Job Start (FTE)	Y	3	2	2	2	2	1	11
- Workless Apprentices Job Start (FTE)	Y		1	2	2	2	1	7
- Apprentice Start (Existing Staff)	Y	2					1	2
Worklessness								
- Workless Job Start (FTE)		1	2	2	2	2	1	9
- Workless Graduate Job Start (FTE)			1	1	1	1	1	4
Educational / Career Support								
- Placement Positions (Days)		40	40	40	40	40	20	10
- School Engagement (Days)				40	40	40	20	6
Job Creation								
- Job Start (non-workless) (FTE)		3	3	3	3	3	1	15
Total SLNT Activity								64
Priority Activities								31%
								20

Table 1: SLNT Activity Breakdown

1.1 Additional Information/ Assumptions

Table 2 below sets outputs expected. Table 1 above uses the requirement to provide 1 SLNT output for each £ 1M of Contract value

SLNT OUTPUT	DEFINITION	SLNT VALUE	PRIORITY
Apprenticeships			
Apprentice Job Start	A new entrant who is recruited as an apprentice and enrolled on an approved Apprenticeship Framework. The apprentice must live within London. The apprentice can be any age from 16+.	1 SLNT Output	✓
Workless Apprentice Job Start	A new entrant who is recruited as an apprentice and enrolled on an approved Apprenticeship Framework, and who was previously workless before starting the apprenticeship. The apprentice must live within London. The apprentice can be any age from 16+.	1 SLNT Output	✓
Apprentice Start (existing staff)	An existing staff member who is enrolled onto an approved Apprenticeship Framework in order to up skill the workforce. The apprentice must live within London. The apprentice can	1 SLNT Output	✓

Schedule 17 - Appendix 3 SLNT Plan

	be any age from 16+.		
Worklessness			
Workless Job Start	A new job start where the candidate was workless (economically inactive) prior to starting work. The candidate must live within London.	1 SLNT Output	
Workless Graduate Job Start	A graduate job start where the candidate was workless (economically inactive) prior to starting work. The candidate must live within London.	1 SLNT Output	
Educational/Career Support			
Placement Position	A position intended to enable an individual to learn, develop or enhance their knowledge and skills in an industry or job role by providing a short work experience placement. A placement is expected to last a minimum of 1 week. A placement position could be paid or unpaid and the individual must live within London.	20 Days = 1 SLNT Output (e.g. 4 individuals each complete a 1 week placement: 4 x 5 days = 20 days = 1 output)	
School Engagement	Education activities that support schools and school students, by raising awareness of the educational and employment opportunities in the industry. This could include attending career fairs, school visits, ambassador programmes etc. Schools supported should be within London.	20 Days = 1 SLNT Output (e.g. 2 staff members attend 10 careers fairs: 2 x 10 days = 20 days = 1 output)	
Job Creation			
Job Start	A new job start for an individual who lives within London, recruited as a result of the contract. This could include a graduate job start (non workless).	1 SLNT Output	

Lanes Group are familiar with the SLNT requirements of Transport for London and have worked successfully with your team at Palestra House in setting and achieving our targets.

By working with the supplier skills manager and following meetings held at our offices we have successfully engaged in NVQ training courses for our administrative staff and recruited over 30 people from a variety of the areas listed in Table 1.

Going forward we have assumed that this support will still be provided to Lanes Group to help us continue to provide work to young people and those encountering worklessness.

In addition, we look to Transport for London to assist with access to local educational facilities wherein we can showcase our industry.

Within our HSQE team we have just engaged our first placement position and within our Waterflow division we have a new apprenticeship. As we have recently expanded our service offering to the rail industry with re starting the lining division, this has provided us an ideal opportunity to expand the number of apprenticeships we are able to provide.

This is a specific industry in which there is high demand for the service, but a low availability of skilled resource. In addition to this the resource base is centred on older personnel and as part of our succession planning we need to engage and train.

2. Strategic Labour Needs and Training Method Statement

Below we detail our SLNT Method Statement for each appointment.

2.1 Apprentice Job Start

The training programme will be determined according to the apprenticeships chosen by the trainees to tailor it to their requirements.

2.1.1 CCTV Engineer

This programme will take up to 2 years and will include the following training as a minimum:

- Sentinel (LU & Network Rail)
- Industry training: X019, X020 and possibly X021 CCTV training
- First Aid
- Manual handling, asbestos awareness, confined space (Full rescue), working at height
- Office systems – Excel / Word / Project to NVQ standard
- AutoCAD (Optional).

Schedule 17 - Appendix 3

SLNT Plan

2.1.2 UV & CIPP Lining Engineer

This programme is normally completed over the course of one year and will include the following training as a minimum:

- Sentinel (LU & Network Rail)
- Industry training: WRc lining training
- First Aid
- Manual handling, asbestos awareness, confined space (Full rescue), track trolley, fire-watchman
- Office systems – Excel / Word / Project to NVQ standard

The courses will be funded from our work with Transport for London and will also be part funded through the Government's Apprenticeship Levy to which we contribute.

Our HSQE Manager [REDACTED] will be tasked with taking these training opportunities forward and will be assisted by [REDACTED] our Head of HR.

2.2 Workless Apprentice Job Start

The training programme will be determined according to the apprenticeships chosen by the trainees to tailor it to their requirements.

2.2.1 CCTV Engineer

This programme will take up to 2 years and will include the following training as a minimum:

- Sentinel (LU & Network Rail)
- Industry training: X019, X020 and possibly X021 CCTV training
- First Aid
- Manual handling, asbestos awareness, confined space (Full rescue), working at height
- Office systems – Excel / Word / Project to NVQ standard
- AutoCAD (Optional).

2.2.2 UV & CIPP Lining Engineer

This programme is normally completed over the course of one year and will include the following training as a minimum:

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SLNT Plan

- Sentinel (LU & Network Rail)
- Industry training: WRc lining training
- First Aid
- Manual handling, asbestos awareness, confined space (Full rescue), track trolley, fire-watchman
- Office systems – Excel / Word / Project to NVQ standard

The courses will be funded from our work with Transport for London and will also be part funded through the Government's Apprenticeship Levy to which we contribute.

Our HSQE Manager [REDACTED] will be tasked with taking these training opportunities forward and will be assisted by [REDACTED] our Head of HR.

2.3 Apprentice Start (Existing Staff)

Not applicable.

2.4 Workless Job Start

This element is usually filled with our general labour requirement, although we always place every person on a wide range of vocational and industry training over the course of 1 to 2 years depending on circumstances. This training includes:

- Sentinel (LU and occasionally NWR)
- Manual handling
- Confined Spaces
- Working at Height
- Asbestos awareness
- First aid
- Site set up and site safety.

2.5 Workless Graduate Job Start

Our graduate job starts will most likely find themselves working within our Professional Services Division based in central London.

We currently support our graduate engineers with full travel-cards and salaries above the Living Wage.

The head of Professional Services, [REDACTED], provides professional mentoring accredited by the Institute of Civil Engineers.

Schedule 17 - Appendix 3

SLNT Plan

We also subscribe to the ICE CPD programme for any graduate that wishes to do it and it is actively encouraged.

Funding for this will come from the fees earned by senior representatives of the Lanes Group Professional Services Division.

2.6 Placement Positions

We see this element of our SLNT journey being of benefit to our Professional Services Division and office-based staff.

To support this, we have just started a placement position for 3 months within our HSQE team. Training will consist of practical and supervised site based visits, training in method statement preparation, risk assessment preparation and how to undertake site audits.

Should this develop into an apprentice start (existing staff) position then we would train our apprentices to industry leading standards including IOSH & NEEBOSH.

2.7 School Engagement

Lanes Group has established links with local schools and colleges to explain the benefits of a career in this industry. We will, with the Local Authorities' support, expand this programme further across other boroughs, working with careers staff to identify students who have the potential to join the company as apprentices.

2.8 Job Start (non-workless)

This element is usually filled with our general labour requirement, although we always place every person on a wide range of vocational and industry training over the course of 1 to 2 years depending on circumstances. This training includes:

- Sentinel (LU and occasionally NWR)
- Manual handling
- Confined Spaces
- Working at Height
- Asbestos awareness
- First aid
- Site set up and site safety.

3. Supply Chain Compliance

Sub-contractors are selected following careful assessment of a number of different criteria, including their commitment to the training and development of their staff and to corporate social responsibility, including support for local economies and the disadvantaged.

Once appointed, contracts are put in place that include relevant clauses from our own contract with Transport for London. This will include SLNT in this particular case.

Our corporate HSQE Manager, [REDACTED] will be responsible for engaging with each of the suppliers to agree the minimum SLNT numbers with them, actions to implement over the life of the contract and to then monitor progress. He will also provide them with information about opportunities for support and funding streams that become available and help them to make applications.

Single points of contact in each organisation will be provided to Transport for London and we will facilitate any other contact and engagement you require with them, including the collation of data and other evidence to demonstrate compliance.

4. Monitoring and Co-ordination

Below we summarise each of the roles.

4.1 HSQE Manager

Our HSQE Manager, [REDACTED], will fulfil the role of SLNT Co-ordinator for the Rail Division. With a passion for training and development, his existing responsibilities include the operation of our Training Department. There is therefore a natural fit. He will oversee delivery of existing SLNT programmes and ensure we engage with as broad an audience as possible to develop the programme established under this contract.

Specifically, he will:

- Ensure that the SLNT requirements are met
- Act as primary point of contact for Transport for London's Supplier Skills Manager
- Collate the monitoring information required and present it in a monthly SLNT report
- Manage supply chain compliance with the requirements.

Don will be your initial point of contact for SLNT matters.

Schedule 17 - Appendix 3

SLNT Plan

4.2 HR Manager

██████████ will develop training plans tailored to each trainee/ apprentice, including:

- Details of skills and competencies to be developed and acquired
- Timescales for doing so
- Minimum standards to be achieved.

4.3 Training Co-ordinator

Our Training Co-ordinator, ██████████, will create training records for each individual, review and update their training plans each month. These will be available for Line Managers and for Transport for London on request.

4.4 Monitoring and Reporting

The SLNT Periodic Monitoring Report will be completed by the HR Team and provide the primary means for measuring progress against targets.

The SLNT Co-ordinator will provide specific activity reports.

A Periodic Monitoring Report (PMR) will be submitted to Transport for London each month.

5. SLNT Implementation Arrangements

At Lanes Group Rail division we have been engaged in SLNT activities for the past 6 years and our bid team will also be our project team so transfer of knowledge will be straight forward. We have forged relationships with the Transport for London skills teams over this time and undertaken meetings at our offices and also within your offices.

Our HSQE Manager, [REDACTED]; will undertake the role of co-ordinator in addition to his other duties as he sees this role as important to the future of the company. His duties will include the continuing work from previous SLNT endeavours and ensuring we engage with as wide an audience as possible to meet our targets.

We have included SLNT in our monthly reporting data with Transport for London and also within our periodic management and directors meetings within the division. This will become even more pertinent to the group as the new Government levy starts in April 2017.

APPENDIX 4 TO SCHEDULE 17

Implementation Plan

SLNT Implementation Plan

1. Contact Information

TfL Contract

Supplier Skills Manager

Company
Contract Manager
TfL Stakeholder / SRM

SLNT Co-ordinator
Contact Phone Number
Contact Email

Reporting Requirements Quarterly / Monthly / Periodically

Report Period

Implementation Plan Review Date

2. Overview and Background

2.1 - Overview: Please provide an overview of the contract / project to which the SLNT requirements have been applied

[Redacted content for 2.1 - Overview]

2.2 - Method: Please outline how you will deliver your SLNT requirements with particular focus on TfL priority outputs

[Redacted content for 2.2 - Method]

BUNDLE 3 LOT 2: PREMISES & FABRIC: EXECUTION VERSION

2.3 - Forecasted Outputs: Please indicate in the table below forecasted SLNT outputs

	Worklessness			New Entrants			Trainees		Current workforce		Educational Activities
	Apprenticeship (FTE)	Job Starts (FTE)	Placement Positions	Apprenticeship (FTE)	Job Starts (FTE)	Graduates (FTE)	Placement Positions (Nos)	Taster Positions (Nos)	Adult Apprenticeships	Workforce Skills (days)	
Previous Year											
March											
April											
May											
June											
July											
August											
September											
October											
November											
December											
January											
February											
March											
Annual Total	0	0	0	0	0	0	0	0	0	0	0
Future Years											
TOTAL	0	0	0	0	0	0	0	0	0	0	0

2.4 - Milestones: Please detail key milestones related to the delivery of your SLNT outputs

Milestone 1	Milestone 6
Milestone 2	Milestone 7
Milestone 3	Milestone 8
Milestone 4	Milestone 9
Milestone 5	Milestone 10

2.5 - Partners: Please detail any partner organisations that will assist you in your SLNT delivery (Organisation and Key Contact)

Partner 1	Partner 6
Partner 2	Partner 7
Partner 3	Partner 8
Partner 4	Partner 9
Partner 5	Partner 10

3. Risks: Please detail any risks and associated mitigation measures for the delivery of your SLNT requirements

	Risk	Likelihood	Risk Mitigation
1			
2			
3			
4			
5			

4. Communications: Please outline any planned SLNT communication, events or publications (internal and external) and how Tfl will be notified

5. Monitoring: You are required to complete the two monitoring templates attached to this document (Sheets 1 and 2 of this document)

1. **SLNT Monitoring Form** - Outlines SLNT outputs for each reporting period
2. **Job Start Monitoring Form** - Outlines specific information for Tfl Priority SLNT outputs

6. Sign Off:

Suppliers SLNT Co-ordinator (Name)	Signature	Date
TfL Supplier Skills Manager (Name)	Signature	Date

Implementation Plan Review Date

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APPENDIX 5 TO SCHEDULE 17

Monthly SLNT Monitoring Report Template

SLNT Monitoring Form

Organisation
 TfL Contract / Project
 Date
 SLNT Reporting Period

SLNT Category	TfL Priority	Numbers				Additional Detail / Information
		Annual Target	Annual Forecast	Outputs this Period	Outputs To Date	
Apprenticeships						
- Apprentices Job Start (FTE)	Y	0	0	0	0	
- Workless Apprentices Job Start (FTE)	Y	0	0	0	0	
- Apprentice Start (Existing Staff)	Y	0	0	0	0	
Worklessness						
- Workless Job Starts (FTE)		0	0	0	0	
- Workless Graduate Job Start (FTE)		0	0	0	0	
Educational/Career Support						
- Placement Positions (Days)		0	0	0	0	
- School Engagement (Days)		0	0	0	0	
Job Creation						
- Job Start (non-workless) (FTE)		0	0	0	0	
Total SLNT Activity				0	0	
Priority Activities				0	0	

Additional Information

Highlights

Issues / Concerns / Risks

SCHEDULE 18: MOBILISATION REQUIREMENTS

1. The Supplier shall comply with:
 - (A) the Contract Mobilisation and Transition Plan set out at Appendix 1 (Contract Mobilisation and Transition Plan) to this Schedule 18 (Mobilisation Requirements); and
 - (B) the Business Continuity Plan set out at Appendix 3 (Business Continuity Plan) to Schedule 21 (Contract Management).
2. Without prejudice to the generality of paragraph 1:
 - (A) the Supplier's mobilisation team shall attend mobilisation/transition meetings chaired by the Company as will be scheduled by the Company and notified to the Supplier; and
 - (B) the Parties shall hold a daily conference call at a set time. The Supplier shall participate in this call and provide daily verbal updates.
3. In the event that the Supplier considers that there is likely to be a delay in carrying out any of the activities contained within the Contract Mobilisation and Transition Plan or Business Continuity Plan, it shall immediately notify the Company and provide its proposals to the Company for review and approval as to how it will mitigate the impacts of any such delay. The Supplier will thereafter comply with any such proposals as approved by the Company. Any failure by the Supplier to comply with this obligation shall be dealt with in accordance with Schedule 12 (Performance Measurement).
4. In the event that the Company considers at any time that there is likely to be a delay in carrying out any of the activities contained within the Contract Mobilisation and Transition Plan it may ask the Supplier to identify the reasons for such delay and immediately provide its proposals to the Company for review and approval as to how it will mitigate the impacts of any such delay. The Supplier will thereafter comply with any such proposals as approved by the Company. Any failure by the Supplier to comply with this obligation shall be dealt with in accordance with Schedule 12 (Performance Measurement).
5. Not used.
6. Without prejudice to the generality of the above, the Supplier shall at all times:
 - (A) establish and maintain a statutory aspects inspection and compliance schedule and register; and
 - (B) ensure it understands and applies the Company's permit to work system.

BUNDLE 3 LOT 2: PREMISES & FABRIC: EXECUTION VERSION

Appendix 1: Contract Mobilisation and Transition Plan

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1. Mobilisation Overview

During the ITT stage we stated that Transport for London can be confident in Lanes Group's ability to mobilise this contract efficiently and effectively, paying particular attention to the management of risk and the smooth transition of service from one contract to another. This commitment hasn't changed.

We have significant experience of such matters in the recent past including:

- The successful mobilisation, over a four-month period, of a similar sized major contract for Thames Water worth over £75m.
- The successful mobilisation of 8 separate contracts for Transport for London over the last 3 to 6 years.
- The successful mobilisation in 2015 of a contract with United Utilities worth £27m.
- The current on-going successful mobilisation of a Network Rail contract worth £3m.

In all of our contract mobilisations, we ensure a smooth transition so that customers do not suffer any disruption to the smooth flow of activity related to the contract.

For this contract, our professional approach will encompass all necessary requirements within a four-month, focused period of activity that will include the following key stages and timelines:

Contract Award	By 24 th March 2017 (notional)
Gearing up our operations and contact centre	By 21 st March 2017
Review and procurement of specialist Subcontractors	By 14 th March 2017
HSQE Review	By 9 th May 2017
Early establishment of mobilisation team	By 1 st March 2017
Detailed commercial planning	By 27 th March 2017
Gearing up training requirements	By 30 th March 2017
Establishing IT requirements	By 21 st March 2017
Developing Contractor's Plans	By 22 nd March 2017
Early consideration of all TUPE aspects	By 14 th March 2017
Establishing a risk management regime	By 25 th April 2017

Schedule 18– Appendix 1 Mobilisation & Transition Plan

Finalising reporting procedures	By 8 th June 2017
Detailed operational procurement: materials, equipment, vehicles and personnel	By 27 th March 2017
Establishing contract governance regime with TfL	By 21 st March 2017
Contract start	By 25 th June 2017

Table 1: Key milestones for mobilisation of the contract

We confirm that our plan incorporates all Transport for London requirements from Appendix 16.

2. Mobilisation Plan

Below, we provide a detailed mobilisation plan in Gant Chart format.

Schedule 18– Appendix 1 Mobilisation & Transition Plan

3. Resourcing and Planning – Mobilisation Team

Our mobilisation team consists of individuals experienced in mobilising contracts as individuals and as a team. Most of them are known to Transport for London and provide you with assurance that they are individuals that have a good track record of delivery, understand your business, and will work collaboratively with your representatives and the incumbent supplier to provide a smooth transition without impacting on service delivery.

Our motto of “error-free-start-up” has served us well for years and it reflects the fact we understand the risks of mobilising to your business, we take them seriously and plan meticulously to mitigate them. At the same time, we recognise every mobilisation provides an opportunity for shared learning and we continue to develop our approach to make us the best possible partner for your business.

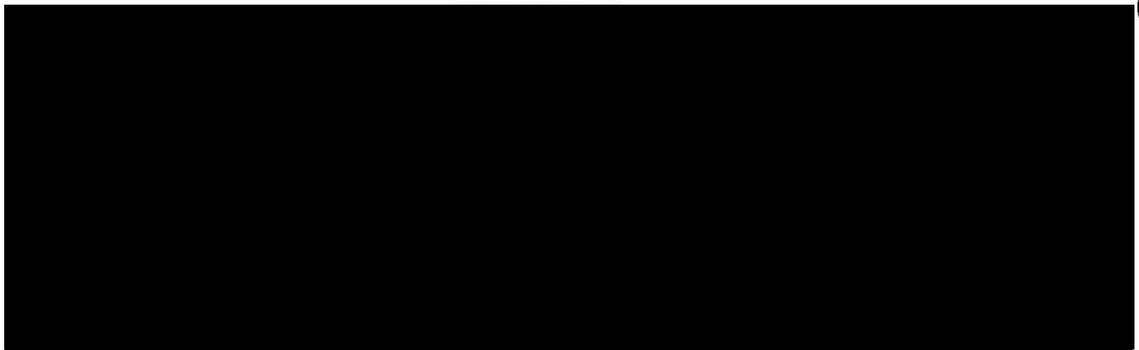
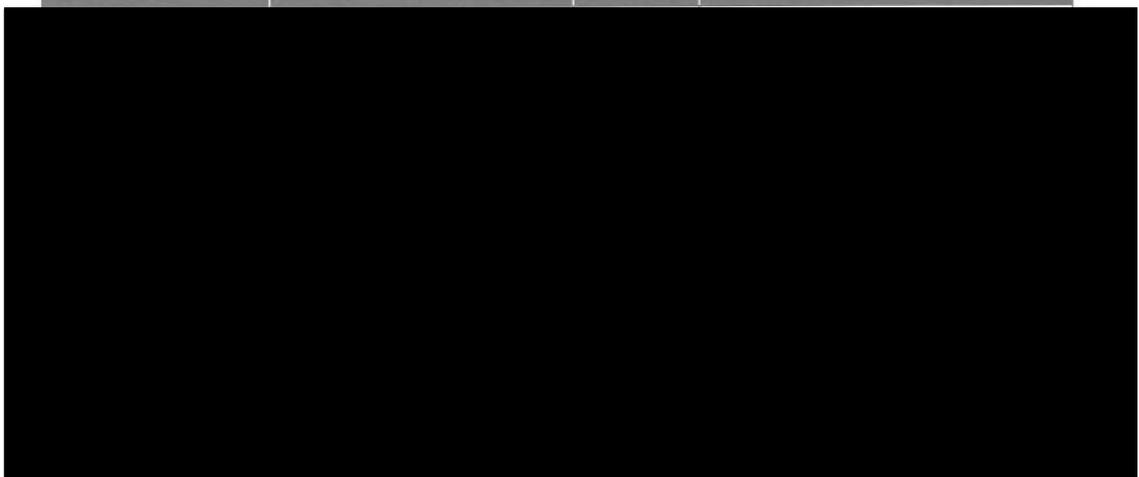


Figure 1: The contract will be mobilised within 16 weeks by our experienced team

3.1 Mobilisation Team

The following table provides more information about each individual, their roles and experience.

Name and role	Mobilisation Responsibilities	In post?	Relevant Experience
---------------	-------------------------------	----------	---------------------



Schedule 18– Appendix 1 Mobilisation & Transition Plan

Name and role	Mobilisation Responsibilities	In post?	Relevant Experience
---------------	-------------------------------	----------	---------------------

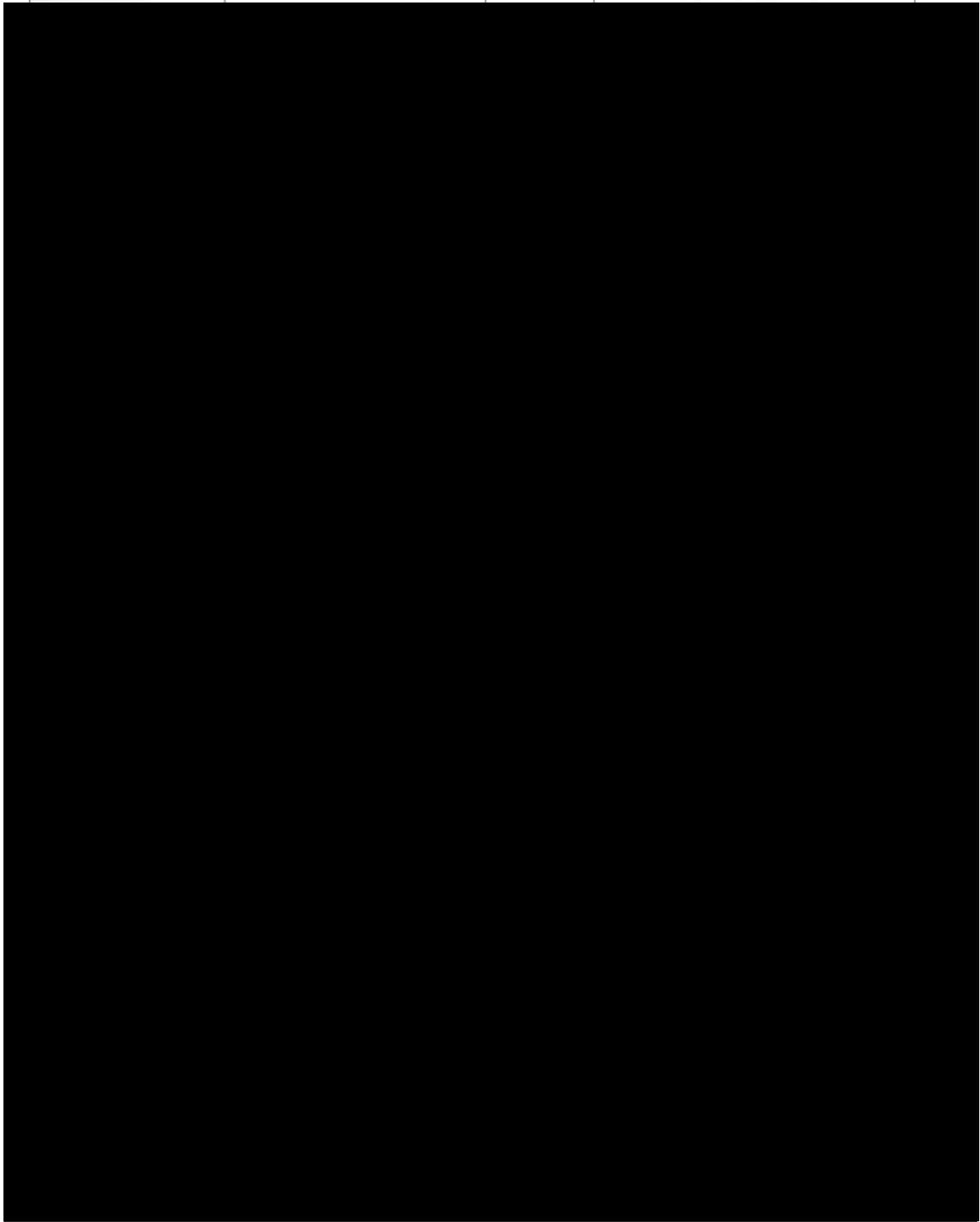


Table 2: Key Members of the Mobilisation Team

Schedule 18– Appendix 1

Mobilisation & Transition Plan

4. Resourcing and Planning – Account Management Team

As the service transitions from mobilisation to business as usual, responsibility for the contract will pass from the Mobilisation Team to the Account Management Team.

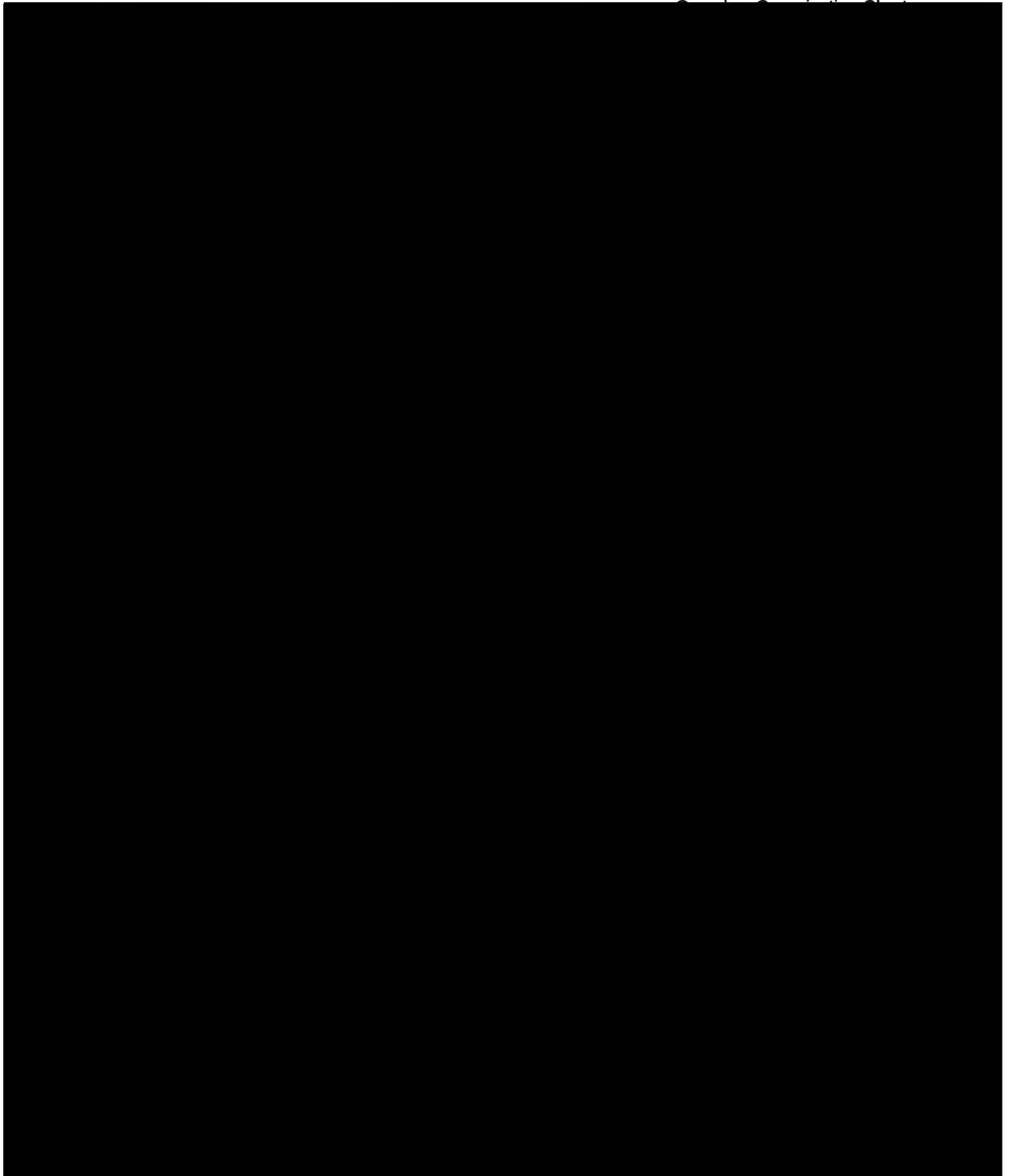
All of our mobilisation team will transition into the account management team (other than the Mobilisation Manager) with the addition of the key role of Contract Manager, a role that will be filled by [REDACTED].

Huseyin is a highly experienced operational Manager, having worked for Lanes Group Rail Division on Transport for London contracts for over 17 years. This contract will benefit from his vast experience and his tenacity, dynamism, professionalism and a pure 'can-do' attitude.

With a transition from the Mobilisation Manager to the Contract Manager, our account management team will be complete and will provide a smooth, error-free start up for you.

The organisation chart below details the Account Management Team together with their time commitment to this contract.

Schedule 18 – Appendix 1
Mobilization & Transition Plan



Schedule 18 - Appendix 1
Mortgage & Transition Plan



Figure 2: Organisation Chart detailing the Account Management Team

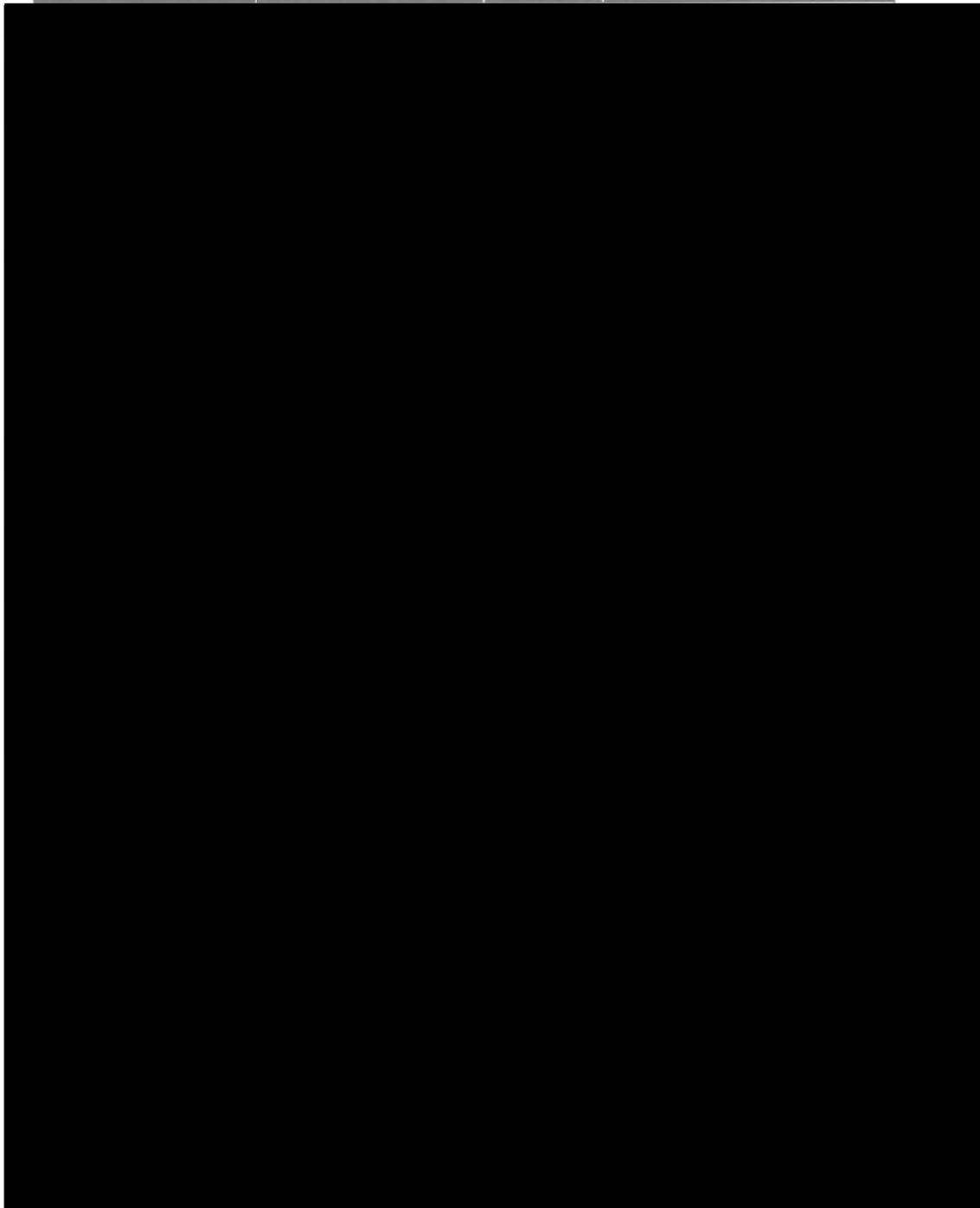
Schedule 18– Appendix 1 Mobilisation & Transition Plan



The following table provides more information about each individual, roles and experience with their time commitment to this contract.

4.1 Account Management Team

Name	Account Management Responsibility	In post?	Relevant Experience
------	-----------------------------------	----------	---------------------



Schedule 18– Appendix 1 Mobilisation & Transition Plan

Name	Account Management Responsibility	In post?	Relevant Experience
[Redacted]			

5. Governance and Reporting

Our mobilisation activities will be overseen by an independent, experienced specialist Manager. Reporting directly to our Director of Rail, he or she will be an industry professional but, crucially, with no other task than to mobilise the contract and to challenge all previous assumptions.

In this way, we believe that Transport for London can be reassured that the Mobilisation Governance process will be undertaken in a serious and professional manner.

Chaired by the Mobilisation Manager and with the Director of Rail in attendance, the Mobilisation Team will hold weekly meetings to review progress during the 16-week mobilisation period.

In addition, we anticipate reaching agreement with Transport for London for parallel Governance meetings by convening a Mobilisation Board comprising senior members of Transport for London and Lanes Group teams and meeting at intervals to be agreed.

The Mobilisation Manager will produce a weekly progress report for you covering all mobilisation activities, progress against the plan, resource and budget expenditure and management of risks. The format of reports will be agreed with you at Preferred Bidder stage.

6. Documentation Assurance

A range of documents will be finalised from Preferred Bidder onwards and throughout the mobilisation period. They will include:

- Planned Maintenance programmes
- Training plan
- HSQE plans
- Method statements and site specific risk assessments
- Resourcing plans
- Business Continuity plan.

Documents will be submitted to Transport for London for comment,

review and, where necessary, approval.

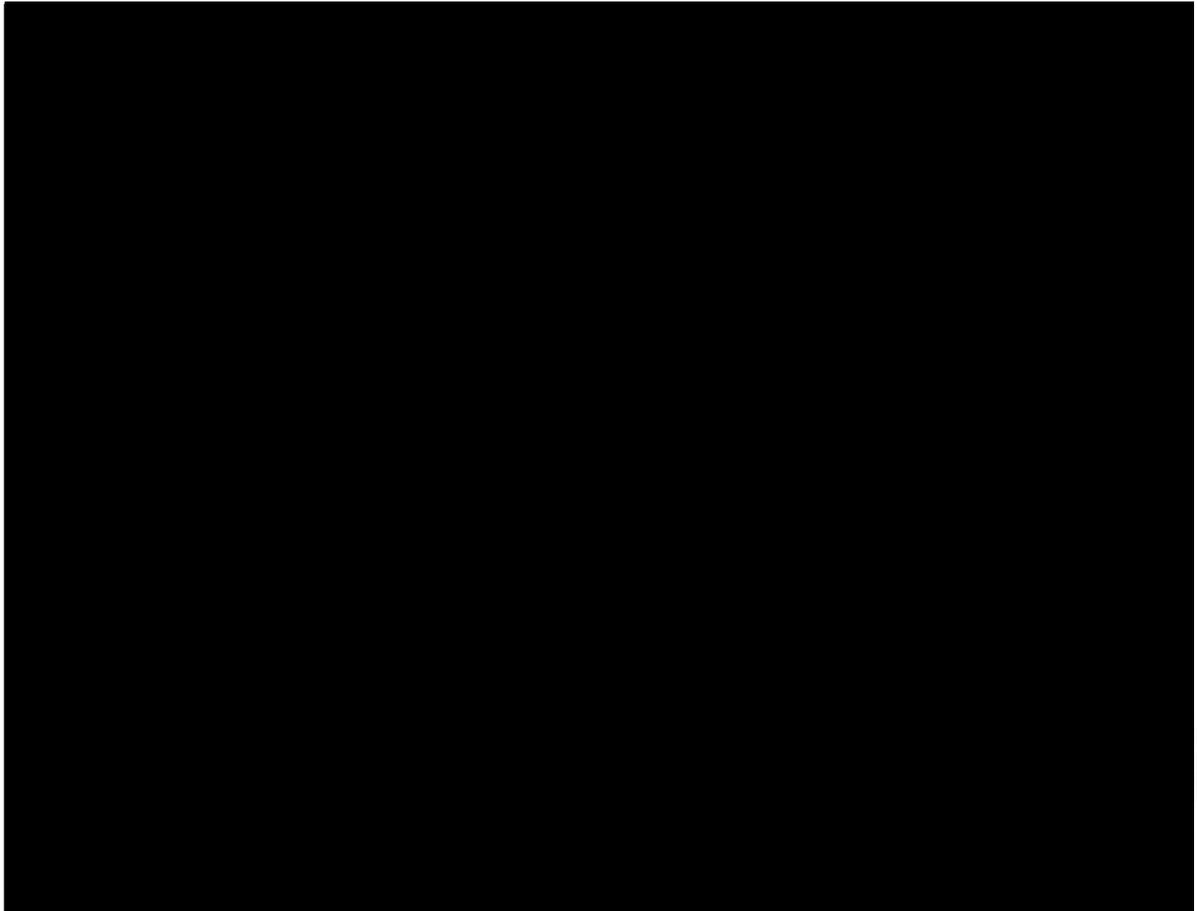
7. Training

Our mobilisation plan covers all training aspects for the contract and includes:

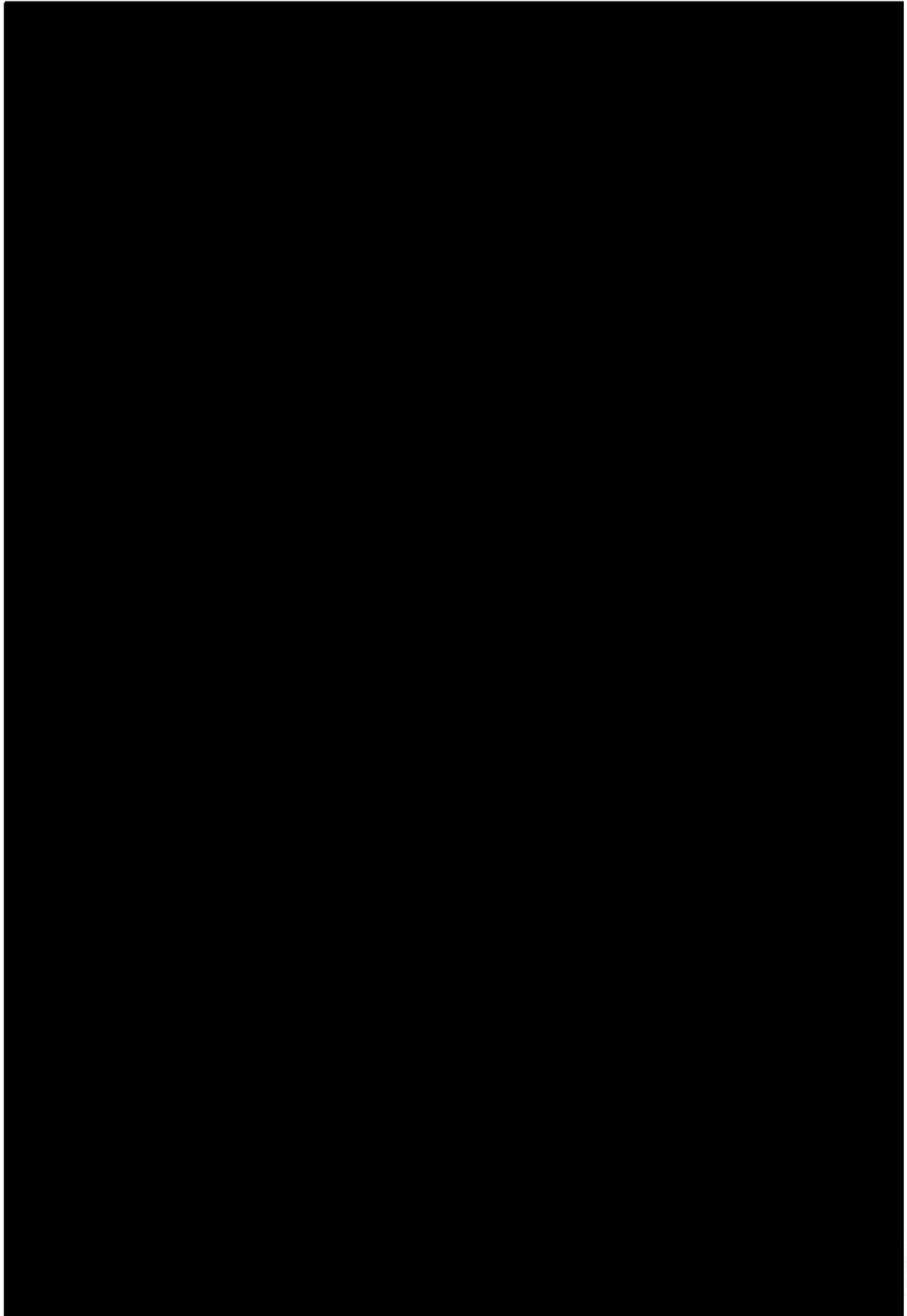
- Training needs analysis (TNA) of all existing and transferring staff to ensure sufficiently trained and competent personnel are available at contract commencement to meet your requirements
- The finalisation and implementation of contract-specific Training Plan
- Delivery of training where required for staff and sub-contractors.

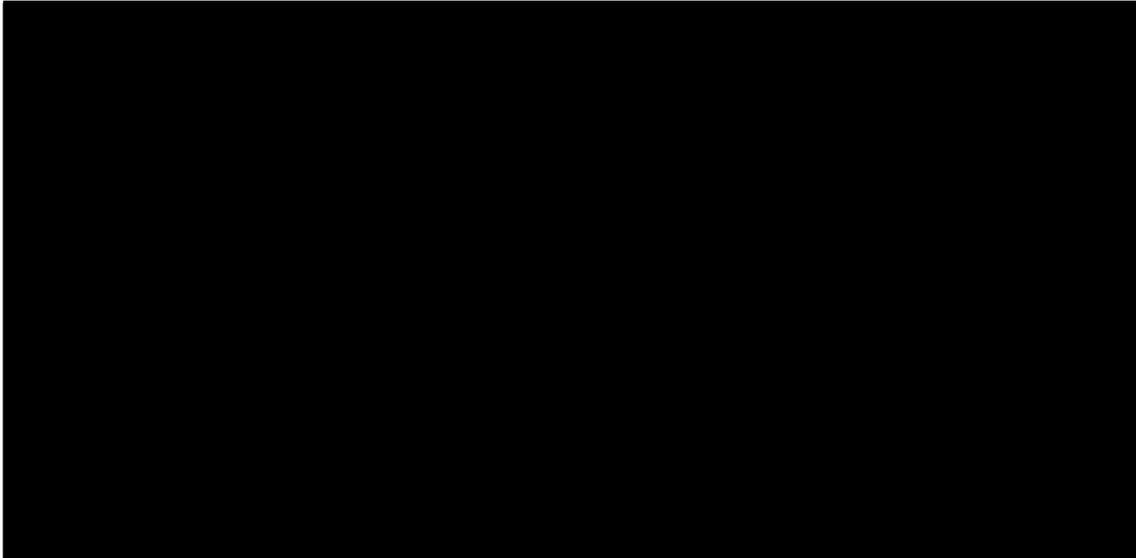
We will work with the incumbent supplier to release transferring staff for training where appropriate to do so and it does not impact negatively on Transport for London's business. Where this is not possible, training arrangements will be made for the start of the contract.

8. TUPE



Schedule 18– Appendix 1 Mobilisation & Transition Plan





9. Supply Chain

As stated during the ITT stage our Mobilisation Plan includes activities to:

- Finalise commercial arrangements with suppliers
- Sign back-to-back contracts with the supply chain
- Establish reporting requirements in accordance with the contract
- Set up performance monitoring regimes to support reporting of KPIs/SDI.

We have noted Transport for London's preference for contractors to use directly-employed staff as far as possible over sub-contractors. At Lanes Group, we have been developing our internal capability to meet your expectations and we will therefore deliver a greater range of services ourselves than we have in the past. Sub-contractors will be used for specialist works.

For this contract, sub-contractors will be used for:

- Asbestos removal & premises maintenance – Close Brothers
- Locksmith & gates – Young & Young
- Electronic Barriers and security gates/bollards – MLS
- Specialist pest control - AGS
- Vegetation management – Beechenlea
- Green Infrastructure – Scott Scape
- Control of non-native invasive species – Norton and Associates.

All other services will be delivered using Lanes Group's employees.

Schedule 18– Appendix 1

Mobilisation & Transition Plan

██████████, our HSQE Manager, will oversee the process of identifying and assessing such sub-contractors. Only those that demonstrate they have the right skills, experience, and financial stability will be recommended to our Contract Director for appointment. The arrangements for doing so are detailed in our MP006-01 procedure. The procedure details the steps we take to ensure prospective subcontractors are rigorously assessed prior to appointment. This assessment includes completion of questionnaires to establish credentials, including:

- The company's background, experience and areas of expertise
- Its financial standing
- Insurances held
- Details of its Quality Management System and certification (ISO)
- Details of its Environmental Management System and certification (ISO)
- Health and Safety Management System and its certification (e.g. OHSAS 18001)
- Accident history, including any investigations, warnings improvement notices and prosecutions
- Other relevant accreditations (e.g. CHAS, Construction Line, Exor, Safe Contractor, Investors In People)
- Skill sets of their management and operatives.

Where the proposed sub-contractor will carry out work of a more critical or high-risk nature, it is audited by Lanes Group as part of the assessment. References are also taken up.

Companies that demonstrate capability to operate as a sub-contractor are recommended to our Director ██████████ ██████████, for final approval.

Once a company has been approved to operate as a subcontractor, it is placed onto the Approved Supplier and Sub-contractor List and issued with a certificate. As a condition of their approval, subcontractors have to:

- Accept the terms and conditions that flow down from Lanes Group's own contracts with our customers (e.g. Transport for London) and demonstrate compliance
- Sign a non-disclosure agreement to protect Lanes Group and our customers' data
- Provide updated copies of certificates to demonstrate their on-going certification and accreditation (e.g. following ISO audits)
- Agree to audits of their policies and practices to ensure they comply with contractual requirements.

Only companies that are placed on the Approved Supplier and Sub-contractor List are used.

10. Access

We recognise the need to plan in advance to ensure access arrangements are made to support delivery of the PPM programme. Our dedicated planner will have responsibility for submitting access requests and recording the SABRE references as they are received. Applications will be made 3 months in advance and so the first applications will be submitted from week 4 of the Mobilisation Plan to ensure works can commence promptly at contract commencement.

11. Health, Safety, Quality and Environmental (HSQE)

We share the importance that HSQE matters have to you, and they feature therefore heavily in our mobilisation activities.

██████████, our HSQE Manager, will have responsibility for ensuring the necessary arrangements are in place for the commencement of the contract to provide assurance that works will meet your standards.

All activities operate under a business model that is aligned with QUENSH standards and includes:

- Health and Safety Management System to OHSAS standards
- Quality Management System, accredited under ISO 9001
- Environmental Management System, accredited under ISO 14001.

Our Mobilisation Plan includes activities to:

- Review and health, safety, quality and environmental policies, procedures and processes to ensure they are aligned with the latest QUENSH standards
- Tailor any documentation that is specific to this contract
- Draft and submit HSQE plans to Transport for London for your input and review.
- Provide HSQE training and briefing to existing and transferring staff as necessary.

As a minimum, all staff will hold certifications in:

- Transport for London requirements (e.g. basic track awareness)
- Working in confined spaces
- Asbestos awareness
- Manual handling
- First aid (3 day course)
- Working at height.

12. Operational Planning

Operational planning will be imperative to ensure the right logistical arrangements are made in time for the contract commencement.

Based on our detailed knowledge of your business, consultation with Transport for London and reviews of your requirements, our Mobilisation Plan includes activities to:

- Confirm the operational resourcing model
- Establish the performance monitoring regime
- Establish fleet, equipment and stock requirements and submit the necessary orders
- Order uniforms and PPE
- Agree performance and financial reporting arrangements with Transport for London
- Provide familiarisation training to existing staff (and, as far as possible, TUPE transfer staff) on the contract, its requirements, and KPIs.

13. IT Systems

Oculus is our tried and tested case management and reporting system. Over the years, it has been developed to provide functionality that meets your requirements, providing transparency of data and reporting. We are, however, planning to develop it further to provide enhanced functionality that will support delivery of this contract and provide Transport for London with greater transparency of data. For example, it has capability to interface directly with Maximo and Ellipse if you wish, providing your staff with near real-time data, a suite of different reporting tools and to update your systems automatically with progress.

Our Mobilisation Plan reflects requirements for development, testing and commissioning in advance of contract commencement. The Plan will be updated as required in response to feedback from Transport for London about any particular requirements you have.

14. Risk Management

The careful management of risks during mobilisation will be important to ensure there is a smooth transition of service from the incumbent provider to Lanes Group without impacting on your business.

We have already held a risk work shop with our Mobilisation Team to identify from their extensive experience the types of risks that could occur during this critical stage of the contract. We have documented these risks

Schedule 18– Appendix 1

Mobilisation & Transition Plan



into a Register, complete with risk owners, mitigating strategies and contingencies. The Risk Register will be reviewed at Preferred Bidder and updated as necessary. The Mobilisation Manager will be responsible for reviewing the Risk Register with the relevant member of the Mobilisation Team and reporting to the Project Board. The Board will review the mitigating strategies to ensure they are having the desired outcomes.

We have included activities in the Mobilisation Plan to review and test Contingency Plans in response to events such as IT systems failure, loss of power, adverse weather conditions and major security incident.

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SCHEDULE 19: KEY PERSONNEL

Schedule 19 Key Personnel



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2. Key Personnel – Organisation Overview	3

Schedule 19 Key Personnel



1. Key Personnel – Contact Details

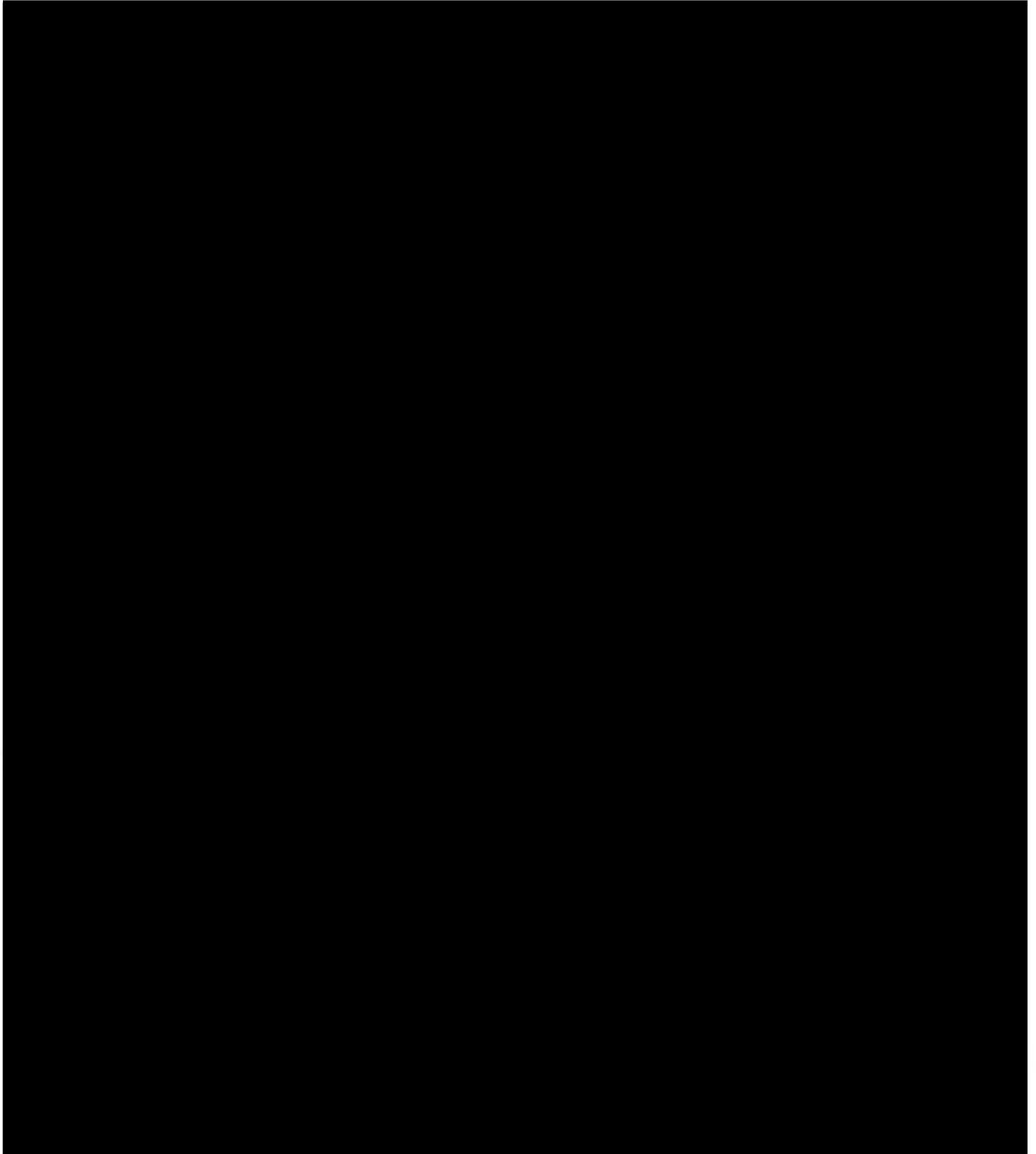
The following table provides more information about each individual, their roles and experience.

A large black rectangular area covering the entire table content, indicating that the information has been redacted.

Schedule 19 Key Personnel



2. Key Personnel – Organisation Overview



BUNDLE 3 LOT 2: PREMISES & FABRIC: EXECUTION VERSION

SCHEDULE 20: CONTRACT INNOVATION EFFICIENCY

1. Overview

This Schedule 20 (Contract Innovation and Efficiency) sets out the process for the management and measurement of Contract Innovation Efficiency.

2. Definitions

“Annual CIE” has the meaning given to it in paragraph 4.2 of this Schedule 20 (Contract Innovation Efficiency);

“CIE Initiative” means those initiatives set out in the CIE Initiative Plan;

“CIE Initiative Plan” means the plan set out in Appendix 1 (CIE Initiative Plan) to this Schedule 20;

“CIE Initiative Sponsor” means the individual identified by the Company pursuant to paragraph 3.3.1a of this Schedule 20;

“CIE Review Form” means the form set out in Appendix 2 (CIE Review Form) of this Schedule 20;

“CIE Review Meeting” means the meeting between the Company and the Supplier to discuss the on-going achievement of CIE Initiatives and which takes place on a bi-annual basis;

“CIE Review Process” means the process set out in paragraph 3.2 of this Schedule 20;

“CIE Status Report” means the report to be produced by the Company on a quarterly basis and which sets out the Working CIE Initiatives and the Completed CIE Initiatives;

“CIE Target” has the meaning given to it in paragraph 4.1 of this Schedule 20;

“Completed CIE Initiative” means those CIE Initiatives completed by the Supplier in accordance with the processes set out in this Schedule 20;

“Contract Innovation Efficiency” or “CIE” means a reduction to the Price for Services Provided to Date realised through the implementation of agreed CIE Initiatives;

“Contract Year” means each period of 12 consecutive calendar months starting on the Services Commencement Date.

“Period” means the Company’s accounting periods as notified from time to time by the Company to the Supplier each such period being of between 25 and 32 days and one of 13 periods during the Company’s financial year;

“Proposed CIE Initiative” means those CIE Initiatives set out in the Proposed CIE Initiatives section of the CIE Initiative Plan; and

“Working CIE Initiative” means those CIE Initiatives set out in the Working CIE Initiatives section of the CIE Initiative Plan.

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3. CIE Initiative Process

3.1. Within the first three (3) months following the Services Commencement Date, the Company shall select a minimum of three (3) Proposed CIE Initiatives from the CIE Initiative Plan and these shall be recorded by the Company as Working CIE Initiatives in the Working CIE Initiative section of the CIE Status Report and shall be recorded by the Supplier in the Working CIE Initiative section of the CIE Initiative Plan.

3.2. The Supplier shall, using reasonable endeavours, ensure that:

3.2.1. it is at all times working on the implementation of a minimum of three (3) Working CIE Initiatives;

3.2.2. there is always a minimum of ten (10) Proposed CIE Initiatives in the CIE Initiative Plan; and

3.2.3. it shall keep the CIE Initiative Plan updated at all times.

3.3. Following selection of a Working CIE Initiative by the Company, whether in the first three (3) months of the Contract or thereafter, the following CIE Review Process shall apply prior to implementation of the Working CIE Initiative:

3.3.1. Stage 1 – Initiative Commencement

- a. The Company shall identify a CIE Initiative Sponsor from within the Company who shall be responsible for overseeing the delivery of the Working CIE Initiative for the Company.
- b. The Company's Representative shall issue the Supplier with a CIE Review Form as set out in Appendix 2 (CIE Review Form) of this Schedule 20 and the Supplier shall complete Stage 1 – Initiative Commencement.

3.3.2. Stage 2 – Feasibility Review Plan

- a. Within 28 Working Days of the Supplier being issued with the CIE Review Form, the Supplier shall complete the Stage 2 – Feasibility Review Plan section of the CIE Review Form, setting out the actions and requirements needed to complete the Stage 2 - Feasibility Review Plan for the relevant Working CIE Initiative, and shall submit this to the Company for review.
- b. The Company shall review the completed Stage 2 – Feasibility Review Plan section of the CIE Review Form and shall agree a final version with the Supplier. In the event that agreement cannot be reached within a reasonable time period, the Company shall have the sole discretion to nominate the terms of the Stage 2 – Feasibility Review Plan for that Working CIE Initiative.
- c. The CIE Review Form, which has been agreed or nominated pursuant to paragraph 3.3.2b, shall be signed by the Company's Representative, the CIE Initiative Sponsor and the Supplier's Representative. The Supplier shall then proceed with Stage 2 – Feasibility Review Plan in accordance with the signed CIE Review Form.

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3.3.3. Stage 3 – Proposal and Implementation Plan

- a. Following the completion by the Supplier of the Stage 2 – Feasibility Review Plan, the Supplier shall complete Stage 3 – Proposal and Implementation Plan of the CIE Review Form, setting out the actions and requirements needed to complete Stage 3 – Proposal and Implementation Plan for the relevant Working CIE Initiative, and shall submit this to the Company for review.
- b. The Company shall review the completed Stage 3 – Proposal and Implementation Plan section of the CIE Review Form and shall agree a final version with the Supplier. In the event that agreement cannot be reached within a reasonable time period, the Company shall have the sole discretion to nominate the terms of Stage 3 - Proposal and Implementation Plan for that Working CIE Initiative.
- c. The CIE Review Form, which has been agreed or nominated pursuant to paragraph 3.3.3b, shall be signed by the Company's Representative, the CIE Initiative Sponsor and the Supplier's Representative. The Supplier shall then proceed with Stage 3 – Proposal and Implementation Plan in accordance with the signed CIE Review Form.

3.3.4. Stage 4 - Benefits Realisation

- a. Following completion of Stage 3 – Proposal and Implementation Plan by the Supplier, the Supplier shall complete Stage 4 - Benefits Realisation section of the CIE Review Form, setting out the anticipated cost saving to be achieved through implementation of that Working CIE Initiative and the actions and requirements needed to complete the Stage 4 – Benefits Realisation for the relevant Working CIE Initiative, and shall submit this to the Company for review.
- b. The Company shall review the completed Stage 4 – Benefits Realisation section of the CIE Review Form and shall agree a final version with the Supplier. In the event that agreement cannot be reached within a reasonable time period, the Company shall have the sole discretion to nominate the terms of Stage 4 – Benefits Realisation for that Working CIE Initiative.
- c. The CIE Review Form, which has been agreed or nominated pursuant to paragraph 3.3.4b, shall then be signed by the Company's Representative, the CIE Initiative Sponsor and the Supplier's Representative. The Supplier shall then proceed with Stage 4 – Benefits Realisation in accordance with the signed CIE Review Form.
- d. Following completion of Stage 4 – Benefits Realisation, the Supplier shall then proceed to implement the Working CIE Initiative in accordance with Stages 1 – 4 of the CIE Review Form, as agreed between the parties.
- e. To the extent that any variations to the Contract are required as a result of the implementation of a CIE Initiative by the Supplier, these will be made in accordance with Part A of Schedule 6 (Contract Variation Procedure). For the avoidance of doubt, any savings arising

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from Completed CIE Initiatives will not amend the Target Cost for any given Contract Year.

- 3.4. Following completion of a CIE Initiative by the Supplier:
 - 3.4.1. it shall be moved to the Completed CIE Initiative section of the CIE Status Report; and

a further CIE Initiative shall be selected by the Company from the CIE Initiative Plan and the Company shall include this in the Working CIE Initiative section of the CIE Status Report and the Supplier shall include this in the Working CIE Initiative section of the CIE Initiative Plan.
- 3.5. On-going achievement of CIE Initiatives shall be reviewed at the CIE Review meeting.
- 3.6. The CIE Status Report shall be updated by the Company on a quarterly basis and shall be reviewed at the CIE Review Meeting.

4. Annual CIE Target

- 4.1. The target CIE for each Contract Year is a reduction equivalent to 1% of the Target Cost relevant to each Contract Year (the "CIE Target").
- 4.2. In order to measure achievement of the CIE Target, the applicable CIE for any Contract Year (the "Annual CIE") shall be calculated against the Target Cost at the start of each Contract Year and is the sum total of all savings made under the Contract from Completed CIE Initiatives. The CIE Target does not include CIE Initiatives that have been unsuccessful or are not approved by the Company.
- 4.3. In relation to a Completed CIE Initiative, any savings made shall be applied in accordance with Clause 18A (Sharing Mechanism). For the avoidance of doubt, any savings arising from Completed CIE Initiatives will not amend the Target Cost for any given Contract Year.
- 4.4. At the end of each Contract Year, the Company will carry out a reconciliation of the total aggregate savings made as a result of Completed CIE Initiatives against the CIE Target for that Contract Year to assess whether the CIE Target has been achieved by the Supplier. In the event that the CIE Target is not met, the Company shall have the right to invoke paragraph 4.7 of this Schedule 20.
- 4.5. The CIE Target will not be applied to the final year of the Contract. By way of illustration, in the event that the Contract is extended pursuant to Clause 2 (Duration and Option to Extend):
 - 4.5.1 for the maximum Extension Period of three (3) years, the CIE Target shall be applied to Contract Years 5, 6 and 7. The CIE Target shall not be applied to Contract Year 8;
 - 4.5.2. for an Extension Period of two (2) years, the CIE Target shall be applied to Contract Years 5 and 6. The CIE Target shall not be applied to Contract Year 7; or
 - 4.5.3 for an Extension Period of one (1) year, the CIE Target shall be applied to Contract Year 5. The CIE Target shall not be applied to Contract Year 6.

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- 4.6. In the event that the Extension Period ends during a Contract Year, the CIE Target shall apply to the last full Contract Year.
- 4.7. The Company shall have the right to use the Escalation Procedure set out in paragraph 4 of Schedule 12 Part A (Performance Measurement Mechanism) in the event of any failure by the Supplier to comply with this Schedule 20 (Contract Innovation Efficiency).
- 4.8. A persistent breach of this Schedule 20 by the Supplier shall entitle the Company to terminate this Contract in whole or in part with immediate effect in accordance with Clause 44, as if such persistent breach were a Supplier Default.

APPENDIX 1: CIE INITIATIVE PLAN



Contract Initiative
Efficiency (CIE)
Initiative Plan

Contract:					Period:	
Company Representative:					Value completed to date:	
Company Representative summary of Period - Achievements, Challenges, Concerns, Risks etc						
<u>Working Initiatives</u>						
Initiative Title	Number	Status	Baseline date for completion	Actual / Forecast Completion	Comments & Key Actions	

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<u>Proposed Initiatives</u>					
Initiative Title			Number	Date Created	Comments

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<u>Completed Initiatives</u>			
Initiative Title	Number	Targets - fully, partially, not met	Comments

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APPENDIX 2: CIE REVIEW FORM

STAGE 1 – INITIATIVE COMMENCEMENT

Contract:		Company's Representative:	
Initiative Title:		Supplier's Representative:	
Initiative Reference:		CIE Initiative Sponsor:	
Target Completion Date:		Target Efficiency:	

Description of Initiative:	
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STAGE 2 - FEASIBILITY REVIEW PLAN

Key Milestones	Date	Comments

Requirements to Undertake Feasibility Review	
Supplier's Resources:	
Company's Resources:	
Key Enablers:	