

Contract Reference Number:

tfl_scp_001957 Date: 22 July 2020

Contract for Services
between
Transport for London
and
Steer Davies & Gleave Limited

Version: Generic December 2019

Contents

CLAUSE	HEADING	PAGE
1.	DEFINITIONS AND INTERPRETATION	3
2.	COMMENCEMENT AND DURATION	11
3.	THE SERVICES	11
4.	CHARGES	12
5.	PAYMENT PROCEDURES AND APPROVALS	13
6.	WARRANTIES AND OBLIGATIONS	15
7.	OPERATIONAL MANAGEMENT	16
8.	SERVICE PROVIDER'S PERSONNEL	16
9.	SUB-CONTRACTING AND CHANGE OF OWNERSHIP	17
10.	CONFLICT OF INTEREST	19
11.	ACCESS TO PREMISES AND ASSETS	20
12.	COMPLIANCE WITH POLICIES AND LAW	21
13.	LONDON LIVING WAGE	28
14.	CORRUPT GIFTS AND PAYMENT OF COMMISSION	31
15.	EQUIPMENT	31
16.	QUALITY AND BEST VALUE	31
17.	RECORDS, AUDIT AND INSPECTION	32
18.	SET-OFF	32
19.	INDEMNITY	32
20.	INSURANCE	33
21.	THE AUTHORITY'S DATA	34
22.	INTELLECTUAL PROPERTY RIGHTS	34
23.	PRIVACY, DATA PROTECTION AND CYBER SECURITY	35
24.	CONFIDENTIALITY AND ANNOUNCEMENTS	35
25.	FREEDOM OF INFORMATION AND TRANSPARENCY	36
26.	DISPUTE RESOLUTION	37
27.	BREACH AND TERMINATION OF CONTRACT	38
28.	CONSEQUENCES OF TERMINATION OR EXPIRY	40
29.	DECLARATION OF INEFFECTIVENESS AND PUBLIC PROCUREMENT TERMINATION EVENT	41
30.	SURVIVAL	43
31.	RIGHTS OF THIRD PARTIES	44
32.	CONTRACT VARIATION	44
33.	NOVATION	44
34.	NON-WAIVER OF RIGHTS	44
35.	ILLEGALITY AND SEVERABILITY	45
36.	NOTICES	45
37.	ENTIRE AGREEMENT	45
38.	COUNTERPARTS	46
39.	RELATIONSHIP OF THE PARTIES	46

40.	FURTHER ASSURANCE	46
41.	GOVERNING LAW	46
	SCHEDULE 1 - KEY CONTRACT INFORMATION	49
	SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT	52
	SCHEDULE 3 – SPECIFICATION	50
	SCHEDULE 4 – CHARGES	51
	SCHEDULE 5 - PROJECT PLAN	52
	SCHEDULE 6 - FORM FOR VARIATION	54
	SCHEDULE 7 - CONTRACT QUALITY, ENVIRONMENTAL & SAFETY CONSIDERATIONS	57
	SCHEDULE 8 – RE-TENDER COOPERATION	58

THIS CONTRACT is made the 22 day of July 2020

BETWEEN:

- (1) **Transport for London**, 5 Endeavour Square, London E20 1JN (“**the Authority**”); and
- (2) **Steer Davies & Gleave Limited**, a company registered in England and Wales (Company Registration Number 1883830) whose registered office is at 28-32 Upper Ground, London, SE1 9PD (“**the Service Provider**”).

RECITALS:

- A. The Authority requires the Service Provider to undertake management of the governance and standards of its Fleet Operator Recognition Scheme;
- B. The Authority wishes the Service Provider to provide the Services and the Service Provider is willing to provide the Services to the Authority on the terms and conditions set out in the Contract.
- C. The Service Provider should be aware that the Authority does not offer any guarantee or minimum volume of the Services that may be delivered under this Contract and does not offer any exclusivity to the Service Provider.

THE PARTIES AGREE THAT:

1. **Definitions and Interpretation**

In the Contract (including the Recitals):

- 1.1 unless the context indicates otherwise the following expressions shall have the following meanings:

- | | |
|---------------------------|--|
| “Affected Party” | has the meaning given to it in Clause 27.3; |
| “Authority Assets” | means any assets (whether tangible or intangible), materials, resources, systems, networks, connectivity and other equipment, machinery and facilities owned by or licensed to the Authority or any member of the Authority Group; |
| “Authority Group” | shall mean where the Authority is: <ol style="list-style-type: none">(a) TfL, TfL in its own right and as holding company of all its subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any |

“member of the Authority Group” shall refer to TfL or any such subsidiary; and

- (b) the Greater London Authority (GLA), the GLA, TfL, the Mayor’s Office for Policing and Crime, the London Fire Commissioner, London Legacy Development Corporation and the Old Oak and Park Royal Development Corporation (**“Functional Bodies”**) each in their own right and as holding companies of all of their subsidiaries (as defined in section 1159 of the Companies Act 2006) from time to time together and reference to any **“member of the Authority Group”** shall refer to the GLA, any Functional Body or any such subsidiary;

“Authority Premises” any land or premises (including temporary buildings) owned or occupied by or on behalf of any member of the Authority Group;

“Business Day” any day excluding Saturdays, Sundays or public or bank holidays in England;

“Cessation Plan” a plan agreed between the Parties or determined by the Authority pursuant to Clauses 29.1 to 29.5 (inclusive) to give effect to a Declaration of Ineffectiveness or Clauses 29.6 to 29.10 (inclusive) to give effect to a Public Procurement Termination Event;

“Charges” the charges payable by the Authority, in consideration of the due and proper performance of the Services in accordance with the Contract, as specified in or calculated in accordance with Schedule 4 as the same may be varied from time to time in accordance with Clause 27.6 or Clause 32;

“Concessionaire” the concessionaire under the Concession Contract as notified by the Authority to the Service Provider and as updated from time to time;

“Concession Contract” the concession contract between the Authority and the Concessionaire for the management of the TfL-owned Fleet

	Operators' Recognition Scheme (FORS) brand and operation of the FORS scheme and any subsequent replacement(s) to the said concession contract between the Authority and either the Concessionaire or any replacement concessionaire(s);
“Confidential Information”	all information (whether written or verbal) that by its nature may reasonably be regarded as confidential to the Authority (or any member of the Authority Group) whether commercial, financial, technical or otherwise, and including information which relates to the business affairs, customers, suppliers, products, software, telecommunications, networks, trade secrets, know-how or personnel of the Authority Group);
“Contract”	this contract, including the Schedules and all other documents referred to in this contract;
“Contract Commencement Date”	the date for commencement of the Contract specified in Schedule 1;
“Contract Information”	(i) the Contract in its entirety (including from time to time agreed changes to the Contract) and (ii) data extracted from the invoices submitted pursuant to Clause 5 which shall consist of the Service Provider's name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;
“Contract Manager”	the person named as such in Schedule 1 or such other person as notified to the Service Provider by the Authority;
“Data Protection Legislation”	means: <ul style="list-style-type: none"> (a) the Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data; (b) Directive (EU) 2016/680 (the Law Enforcement Directive); (c) any legislation in force from time to time in the United Kingdom relating to

privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018;

- (d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and
- (e) the Privacy and Electronic Communications (EC Directive) Regulations 2003;

“Declaration of Ineffectiveness”

a declaration of ineffectiveness in relation to this Contract made by a Court of competent jurisdiction pursuant to Regulation 98 of the Public Contracts Regulations 2015 or Regulations 113(2)(a) or 118(3) of the Utilities Contracts Regulations 2016;

“Electronic Invoicing Platform”

the Authority’s invoicing platform for the submission and receipt of electronic invoices;

“Electronic Procure-to-Pay (eP2P) Vendor Handbook

the handbook setting out the system, format, file requirements and steps for registering to use and using the Electronic Invoicing Platform as updated from time to time, a copy of which can be downloaded from the following link-
<https://tfl.gov.uk/corporate/publications-and-reports/procurement-information#on-this-page-5>;

“Force Majeure Event”

any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes to the extent that such event has materially affected the ability of the Affected Party to perform its obligations in accordance with the terms of the Contract but excluding any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party or the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;

“FORS”	the Fleet Operator Recognition Scheme owned by the Authority;
“FORS Audit Provider”	a provider of audits to verify compliance of a FORS-accredited fleet operator with the standards required in the relevant operator’s FORS accreditation level as regards (without limitation) its vehicles, drivers, management and operational processes;
“Holding Company”	any company which from time to time directly or indirectly controls the Service Provider as set out by section 1159 of the Companies Act 2006;
“Insolvency Event”	any of the following: <ul style="list-style-type: none"> (f) either or both of the Service Provider or the Holding Company making any voluntary arrangement with its creditors or becoming subject to an administration order; (g) a receiver, administrative receiver, manager, or administrator being appointed over all or part of the business of either or both of the Service Provider or the Holding Company; (h) being a company, either or both of the Service Provider or the Holding Company having passed a resolution for its winding-up or being subject to a petition for its winding-up (except for the purposes of a voluntary amalgamation, reconstruction or other re-organisation without insolvency); (i) either or both of the Service Provider or the Holding Company ceasing or threatening to cease to carry on its business for any reason or being unable to pay its debts within the meaning of the Insolvency Act 1986; (j) being an individual or firm, the Service Provider becoming bankrupt or dying;

- (k) any similar event to those in (a) to (e) above occurring in relation to either or both of the Service Provider or the Holding Company under the law of any applicable jurisdiction for those purposes;

“Intellectual Property Rights”

any patent, know-how, trade mark or name, service mark, design right, copyright, rights in passing off, database right, rights in commercial or technical information, any other rights in any invention, discovery or process and any other intellectual property rights, in each case whether registered or unregistered and including applications for the grant of any such rights and all rights or forms of protection having equivalent or similar effect in each case in the United Kingdom and anywhere else in the world;

“Key Personnel”

the Service Provider’s key personnel named in Schedule 1;

“Losses”

all costs (including legal costs and costs of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings and judgments;

“Milestone”

an event which is the completion of one or more of the specified activities as may be set out in the Project Plan;

“Parties”

the Authority and the Service Provider (including their successors and permitted assignees) and **“Party”** shall mean either of them as the case may be;

“PDF Invoices”

electronic invoices in PDF format;

“Personal Data”

has the meaning given to it in the Data Protection Legislation;

“Processing”

has the meaning given to it in the Data Protection Legislation;

“Procurement Manager”

the person named as such in Schedule 1 and referred to in Clause 7 or such other

	person as notified to the Service Provider by the Authority;
“Project Plan”	the plan (if any) for implementation including (without limitation) project delivery set out in Schedule 5, developed and agreed by the Parties in relation to the performance and timing of the Services under the Contract which may include Milestones;
“Public Procurement Termination Event”	has the meaning given to it in Clause 29.7;
“Public Procurement Termination Grounds”	any one or more of the grounds described either in Regulation 73(1) of the Public Contracts Regulations 2015 or Regulation 89(1) of the Utilities Contracts Regulations 2016;
“Service Commencement Date”	the date for commencement of the Services set out in Schedule 1;
“Service Provider Equipment”	the equipment and materials of whatsoever nature used by the Service Provider in providing the Services which do not themselves form part of the Services and in which title is not intended to pass to the Authority under the Contract;
“Service Provider’s Personnel”	all such persons, including (without limitation) employees, officers, suppliers, sub-contractors and agents of the Service Provider, as are engaged in the performance of any of the Services and including the Key Personnel;
“Services”	<p>(a) subject to Clause 27.6 all or any part of the services to be provided to, or activities to be undertaken and completed for, the Authority by the Service Provider under the Contract as detailed in the Specification including any variations to such services or activities pursuant to Clause 32; and</p> <p>(b) any services, functions or responsibilities which may be reasonably regarded as incidental to the foregoing services or activities and which may be reasonably inferred from</p>

- the Contract;
- “Specification”** the specification and other requirements set out in Schedule 3;
- “Supply Chain Finance Option”** has the meaning given to it in paragraph 1 of Part B of Schedule 6;
- “Term”** the period during which the Contract continues in force as provided in Clause 2 and Schedule 1;
- “TfL”** Transport for London, a statutory corporation established under the Greater London Authority Act 1999;
- “Transparency Commitment”** means the Authority’s commitment to publish its contracts, tender documents and data from invoices received in accordance with the Local Government Transparency Code 2015 and the Authority’s own published transparency commitments;
- “VAT”** means value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature.
- 1.2 a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;
- 1.3 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument and shall include all statutory instruments or orders made pursuant to it whether replaced before or after the date of execution of the Contract;
- 1.4 a reference to any document other than as specified in Clause 1.3 and save as expressed otherwise shall be construed as a reference to the document as at the date of execution of the Contract;
- 1.5 headings are included in the Contract for ease of reference only and do not affect the interpretation or construction of the Contract;
- 1.6 references to Clauses and Schedules are, unless otherwise provided, references to clauses of, and schedules to, the Contract and any reference to a paragraph in any Schedule shall, in the absence of provision to the contrary, relate to the paragraph in that Schedule;
- 1.7 in the event, and only to the extent, of any conflict between the Clauses and the Schedules, the Clauses prevail, except where:

- 1.7.1 the conflicting part of the Schedule is explicitly expressed to take precedence; or
- 1.7.2 the conflict is with a provision in Schedule 2 (Special Conditions of Contract), in which case the provisions in Schedule 2 shall prevail;
- 1.8 the Schedules form part of the Contract and will have the same force and effect as if expressly set out in the body of the Contract;
- 1.9 the expression “person” means any individual, firm, body corporate, unincorporated association, partnership, government, state or agency of a state or joint venture; and
- 1.10 the words “including”, “includes” and “included” will be construed without limitation unless inconsistent with the context.

2. **Commencement and Duration**

- 2.1 The Contract commences on the Contract Commencement Date and continues in force for the duration stated in Schedule 1 unless terminated earlier in accordance with Clause 27 or extended in accordance with Clause 2.2.
- 2.2 The Authority shall exercise its optional extension(s) set out in clause 4 of Schedule 1 by giving the Service Provider no less than four (4) weeks’ written notice in the case of each extension.

3. **The Services**

- 3.1 The Service Provider:
 - 3.1.1 shall provide the Services to the Authority from the Service Commencement Date in accordance with the Contract;
 - 3.1.2 acknowledges that it has sufficient information about the Authority and the Specification and that it has made all appropriate and necessary enquiries to enable it to perform the Services in accordance with the Contract;
 - 3.1.3 shall neither be entitled to any additional payment nor excused from any obligation or liability under the Contract due to any misinterpretation or misunderstanding by the Service Provider of any fact relating to the Specification or otherwise to the Contract; and
 - 3.1.4 shall comply with all lawful and reasonable directions of the Authority relating to its performance of the Services.
- 3.2 Notwithstanding anything to the contrary in the Contract, the Authority’s discretion in carrying out its statutory duties shall not be

fettered or otherwise constrained or affected by any provision of the Contract;

- 3.3 The Service Provider shall provide the Services:
- 3.3.1 with the high degree of skill, care and diligence normally exercised by recognised professional firms or by highly skilled and experienced service providers providing services of a similar scope, type and complexity to the Services and with sufficient resources including project management resources;
 - 3.3.2 in conformance in all respects with the Specification and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification;
 - 3.3.3 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner; and
 - 3.3.4 so that they are properly managed and monitored and shall immediately inform the Authority if any aspect of the Contract is not being or is unable to be performed.
- 3.4 Where in the reasonable opinion of the Authority the Service Provider has failed to provide the Services or any part of them in accordance with the Contract, the Service Provider shall, without prejudice to any of the Authority's other rights, re-perform the Services or part thereof as requested by the Authority at no additional cost and within such period of time as reasonably specified by the Authority.
- 3.5 Where reasonably requested to do so by the Authority and provided the Service Provider is willing to so contract, the Service Provider shall contract with such other member(s) of the Authority Group as on the terms of this Contract with only the necessary changes of Parties' details being made.
- 3.6 Throughout the term of the Contract the Service Provider shall when required give to the Authority such written or oral advice or information regarding any of the Services as the Authority may reasonably require.
- 3.7 Where a format for electronic receipt of orders by the Service Provider is set out in Schedule 1, the Service Provider shall, unless the Authority requires otherwise, receive orders in such format and shall maintain its systems to ensure that it is able to do so throughout the Term.
4. **Charges**
- 4.1 The Service Provider shall invoice the Authority in accordance with the procedures set out in Clause 5 and in consideration of, and subject to the due and proper performance of the Services by the Service Provider in accordance with the Contract, the Authority shall pay the

Service Provider the Charges in accordance with those procedures and with the other terms and conditions of the Contract.

- 4.2 The Service Provider is not entitled to reimbursement for expenses unless such expenses are specified in Schedule 4 or have been incurred with the prior written consent of the Authority, in which case the Service Provider shall supply appropriate evidence of expenditure in a form acceptable to the Authority.
- 4.3 All Charges exclude any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate and in the manner for the time being prescribed by law on delivery of a valid VAT invoice.

5. **Payment Procedures and Approvals**

- 5.1 The Service Provider shall invoice the Authority in respect of the Charges:

- 5.1.1 where no Milestones are specified in Schedule 4, at such dates or at the end of such periods as may be specified in Schedule 1; or
- 5.1.2 if specified in Schedule 4, on completion of each Milestone provided that any preceding Milestones have been completed in accordance with the Contract,

and shall not make any separate charge for submitting any invoice.

- 5.2 The Service Provider shall submit:

- 5.2.1 PDF Invoices to the email address set out in Schedule 1 provided always that each PDF Invoice shall be a separate PDF file and have a unique file reference; or
- 5.2.2 electronic invoices via the Electronic Invoicing Platform and in compliance with the Electronic Procure-to-Pay (eP2P) Vendor Handbook, provided that such invoices comply with the European standard and any of the syntaxes published in the Commission Implementing Decision (EU) 2017/1870 Electronic Invoicing Platform the Service Provider complies with the requirements of the; and
- 5.2.3 each invoice (whether it be a PDF Invoice or an Electronic Invoice) shall contain all information required by the Authority including the Contract Reference Number, SAP order number, Service Provider's name, address and bank account details to which payment should be made, a separate calculation of VAT and a brief description of the Services provided. Invoices shall be clear, concise, accurate, and adequately descriptive to avoid delays in processing subsequent payment.

- 5.3 In the event of a variation to the Services in accordance with the Contract that involves the payment of additional charges to the Service Provider, the Service Provider shall identify these separately on the relevant invoices.
- 5.4 The Authority shall consider and verify each invoice, which is submitted by the Service Provider in accordance with this Clause 5, in a timely manner. If the Authority considers that the Charges claimed by the Service Provider in any invoice have:
- 5.4.1 been correctly calculated and that such invoice is otherwise correct, the invoice shall be approved and payment shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose from time to time within 30 days of receipt of such invoice or such other time period as may be specified in Schedule 1;
 - 5.4.2 not been calculated correctly or if the invoice contains any other error or inadequacy, the Authority shall notify the Service Provider and the Parties shall work together to resolve the error or inadequacy. Upon resolution, the Service Provider shall submit a revised invoice to the Authority.
- The Authority shall not be entitled to treat any properly submitted invoice as disputed or incorrect solely due to its own undue delay in considering and verifying it.
- 5.5 No payment made by the Authority (including any final payment) or act or omission or approval by the Authority or Contract Manager or Procurement Manager (whether related to payment or otherwise) shall:
- 5.5.1 indicate or be taken to indicate the Authority's acceptance or approval of the Services or any part of them or any act or omission of the Service Provider, or otherwise prejudice any rights, powers or remedies which the Authority may have against the Service Provider, or absolve the Service Provider from any obligation or liability imposed on the Service Provider under or by virtue of the Contract; or
 - 5.5.2 prevent the Authority from recovering any amount overpaid or wrongfully paid including payments made to the Service Provider by mistake of law or fact. Without prejudice to Clause 18, the Authority shall be entitled to withhold such amount from any sums due or which may become due to the Service Provider or the Authority may recover such amount as a debt.
- 5.6 Except where otherwise provided in the Contract, the Charges shall be inclusive of all costs of staff, facilities, equipment, materials and other expenses whatsoever incurred by the Service Provider in discharging its obligations under the Contract.

- 5.7 Interest shall accrue at the rate of two percent (2%) above the base rate of the Bank of England from time to time on all sums due and payable under this Contract from the due date until the date of actual payment (both before and after judgement). All such interest shall be calculated on the basis of the actual number of days elapsed, over a three hundred and sixty five (365) day year and compounded at monthly intervals. The parties agree that this provision constitutes a substantial remedy for late payment of any sum payable under the Contract in accordance with s8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.

6. **Warranties and Obligations**

- 6.1 Without prejudice to any other warranties expressed elsewhere in the Contract or implied by law, the Service Provider warrants, represents and undertakes to the Authority that:

6.1.1 the Service Provider:

6.1.1.1 has full capacity and authority and all necessary licences, permits, permissions, powers and consents (including, where its procedures so require, the consent of its Holding Company) to enter into and to perform the Contract; and

6.1.1.2 is aware of the purposes for which the Services are required and acknowledges that the Authority is reliant upon the Service Provider's expertise and knowledge in the provision of the Services; and

6.1.1.3 is entering into this Contract as principal and not as agent for any person and that it will act as an independent contractor in carrying out its obligations under this Contract;

6.1.2 the Contract is executed by a duly authorised representative of the Service Provider;

6.1.3 all materials, equipment and goods used or supplied by the Service Provider in connection with the Contract shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended), sound in design and in conformance in all respects with the Specification; and

6.1.4 all documents, drawings, computer software and any other work prepared or developed by the Service Provider or supplied to the Authority under the Contract shall not infringe any Intellectual Property Rights or any other legal or equitable right of any person.

6.2 Each warranty and obligation in this Clause 6 shall be construed as a separate warranty or obligation (as the case may be) and shall not be limited or restricted by reference to, or reference from, the terms of any other such warranty or obligation or any other term of the Contract.

7. **Operational Management**

7.1 The Authority authorises the Contract Manager to act as the Authority's representative for the Contract.

7.2 The Service Provider shall deal with the Contract Manager (or his or her nominated representative) in respect of all matters arising under the Contract, except as set out below or unless otherwise notified by the Authority:

7.2.1 variations to the Contract;

7.2.2 any matter concerning the terms of the Contract; and

7.2.3 any financial matter (including any issues in Schedule 4),

which shall be referred to the Procurement Manager.

7.3 The Service Provider shall, at the Authority's request, provide promptly to the Authority at no additional cost such reports on the provision of the Services as the Authority may reasonably request.

8. **Service Provider's Personnel**

8.1 The Parties confirm that the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended do not apply on the Contract Commencement Date or the expiry or termination of this Contract.

8.2 Nothing in this Contract will render the Service Provider's Personnel, an employee, agent or partner of the Authority or Authority Group by virtue of the provision of the Services by the Service Provider under the Contract, and the Service Provider shall be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Service Provider's Personnel.

8.3 The Service Provider shall provide the Service Provider's Personnel as necessary for the proper and timely performance and management of the Services in accordance with the Contract. All personnel deployed on work relating to the Contract shall have the appropriate qualifications and competence, be properly managed and supervised and in these and any other respects be acceptable to the Authority.

8.4 Without prejudice to any of the Authority's other rights, powers or remedies, the Authority may (without liability to the Service Provider) deny access to any Service Provider's Personnel to any Authority Premises and/or require that any Service Provider's Personnel be

immediately removed from performing the Services if such Service Provider's Personnel in the Authority's view have not been properly trained in any way required by this Contract, are otherwise incompetent, negligent, guilty of misconduct or could be a danger to any person. The Authority shall notify the Service Provider of such denial and/or requirement in writing and the Service Provider shall comply with such notice and provide a suitable replacement (with the Contract Manager's prior consent in the case of Key Personnel).

- 8.5 The Service Provider shall give the Authority, if so requested, full particulars of all persons who are or may be at any time employed on the Contract and shall take all reasonable steps to avoid changes to any of its staff designated in the Contract as Key Personnel. The Service Provider shall give the Authority reasonable notice of any proposals to change Key Personnel and Clause 8.3 shall apply to the proposed replacement personnel.
- 8.6 Notwithstanding Clause 8.1, the Service Provider shall indemnify, keep indemnified and hold harmless the Authority from and against all Losses which the Authority or other member of the Authority Group incur or suffer in relation to the Service Provider's Personnel or any person who may allege to be the same (whenever such Losses may arise) or any failure by the Service Provider to comply with Clause 8.4.
- 8.7 The Service Provider shall pay to the Service Provider's Personnel not less than the amounts declared to the Authority (if any) as part of the tender process for the Contract and not less than the amounts to which the Service Provider's Personnel are contractually entitled.
- 8.8 The Service Provider shall provide training to the Authority's personnel (including its employees, officers, suppliers, sub-contractors and agents) as specified in Schedule 1.

9. **Sub-Contracting and Change of Ownership**

- 9.1 The Service Provider shall not assign or sub-contract all or any part of the Services without the prior written consent of the Authority, which may be refused or granted subject to such conditions as the Authority sees fit.
- 9.2 Where the Service Provider sub-contracts all or any part of the Services to any person, the Service Provider shall:
- 9.2.1 ensure that such person is obliged to comply with all of the obligations and duties of the Service Provider under the Contract insofar as they relate to the Services or part of them (as the case may be) which that sub-contractor is required to provide;
- 9.2.2 be responsible for payments to that person;

- 9.2.3 remain solely responsible and liable to the Authority for any breach of the Contract or any performance, non-performance, part-performance or delay in performance of any of the Services by any sub-contractor to the same extent as if such breach, performance, non-performance, part-performance or delay in performance had been carried out by the Service Provider;
- 9.2.4 on or before the Contract Commencement Date or the Service Commencement Date (whichever is the earlier), notify the Authority in writing of the name, contact details and details of the legal representatives of any such sub-contractor (of any tier), to the extent that such information has not already been provided by the Service Provider to the Authority under the Contract;
- 9.2.5 promptly notify the Authority in writing of any change to the information notified under Clause 9.2.4 and provide in writing the name, contact details and details of the legal representatives of each such sub-contractor (of any tier) who is engaged after the Contract Commencement Date or the Service Commencement Date (whichever is the earlier);
- 9.2.6 without prejudice to the provisions of Clause 12, ensure compliance with the Bribery Act 2010 and any guidance issued by the Secretary of State under it when appointing any such sub-contractor;
- 9.2.7 include a term in each sub-contract (of any tier):
 - 9.2.7.1 requiring payment to be made by the Service Provider or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract, to the sub-contractor within a specified period not exceeding 30 days from receipt of a valid and undisputed invoice as defined by the sub-contract requirements;
 - 9.2.7.2 a requirement that any invoices for payment submitted by the sub-contractor are considered and verified by the Service Provider, or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract, in a timely manner and that any undue delay in doing so shall not in itself be sufficient justification for failing to treat an invoice as being valid and undisputed under the sub-contract requirements;
 - 9.2.7.3 entitling the Service Provider or (in respect of a sub-contract below the first tier) the payer under the relevant sub-contract to terminate that sub-contract

if the relevant sub-contractor fails to comply in the performance of its contract with legal obligations in the fields of environmental, social or labour law; and

- 9.2.7.4 a requirement that the sub-contractor includes a provision having the same effect as Clause 9.2.7.3 above in any sub-contract it awards.

9.3 The Service Provider shall give notice to the Authority within 10 Business Days where:

9.3.1 there is any change in the ownership of the Service Provider where such change relates to 50% or more of the issued share capital of the Service Provider; and

9.3.2 there is any change in the ownership of the Holding Company where such change relates to 50% or more of the issued share capital of the Holding Company; and

9.3.3 (in the case of an unincorporated Service Provider) give notice to the Authority if there is any change in the management personnel of the Service Provider, which alone or taken with any other change in management personnel not previously notified to the Authority, equates to a change in the identity of 50% or more of the management personnel of the Service Provider.

Upon the occurrence of any of the events referred to at Clauses 9.3.1 – 9.3.3 above, the Authority shall have the right to terminate the Contract.

10. **Conflict of Interest**

10.1 The Service Provider warrants that it does not and will not have at the Contract Commencement Date or Service Commencement Date any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services or any member of the Authority Group, save to the extent fully disclosed to and approved by the Authority.

10.2 The Service Provider shall check for any conflict of interest at regular intervals throughout the Term and in any event not less than once in every six months and shall notify the Authority in writing immediately upon becoming aware of any actual or potential conflict of interest with the Services or any member of the Authority Group and shall work with the Authority to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to the Authority's satisfaction, provided that, where the Authority is not so satisfied, it may terminate the Contract in accordance with Clause 27.1.4.

- 10.3 For the purposes of clause 10, the Parties agree that conflicts of interest shall include (without limitation):
- 10.3.1 the use by the Service Provider of a sub-contractor who also provides services to the FORS Concessionaire including (without limitation) a FORS Audit Provider;
 - 10.3.2 the Service Provider or any of the Service Provider's Personnel having an interest or being related to someone (whether through birth or marriage or otherwise) who has an interest in any business, which stands to benefit from an update to FORS including (without limitation) changes to standards within FORS, the training modules or the mode of delivery of the training.

11. Access to Premises and Assets

- 11.1 Subject to Clause 8.4 any access to either or both of any Authority Premises or Authority Assets made available to the Service Provider in connection with the proper performance of the Contract shall be free of charge and shall be used by the Service Provider solely for the purpose of performing the Services during the Term in accordance with the Contract provided, for the avoidance of doubt, the Service Provider shall be responsible for its own costs or travel including either or both of any congestion charging or low emission zone charging. The Service Provider shall:
- 11.1.1 have the use of such Authority Premises as licensee and shall not have or purport to claim any sole or exclusive right to possession or to possession of any particular part of such Authority Premises;
 - 11.1.2 vacate such Authority Premises upon the termination or expiry of the Contract or at such earlier date as the Authority may determine;
 - 11.1.3 not exercise or purport to exercise any rights in respect of any Authority Premises in excess of those granted under this Clause 11.1;
 - 11.1.4 ensure that the Service Provider's Personnel carry any identity passes issued to them by the Authority at all relevant times and comply with the Authority's security procedures as may be notified by the Authority from time to time;
 - 11.1.5 not damage the Authority Premises or any assets on Authority Premises; and
 - 11.1.6 return immediately to the Authority in good working order and satisfactory condition (in the reasonable opinion of the Authority) all Authority Assets used by the Service Provider or

the Service Provider's Personnel in the performance of the Services.

11.2 Nothing in this Clause 11 shall create or be deemed to create the relationship of landlord and tenant in respect of any Authority Premises between the Service Provider and any member of the Authority Group.

11.3 The Authority shall be under no obligation to provide office or other accommodation or facilities or services (including telephony and IT services) to the Service Provider except as may be specified in Schedule 1.

12. **Compliance with Policies and Law**

12.1 The Service Provider, at no additional cost to the Authority:

12.1.1 undertakes to procure that all the Service Provider's Personnel comply with all of the Authority's policies and standards that are relevant to the performance of the Services, (including where the GLA is the Authority the Authority's Dignity at Work policy as updated from time to time and with the GLA's Code of Ethics as updated from time to time, and where TfL is the Authority, TfL's workplace harassment policy as updated from time to time (copies of which are available on request from TfL) and with TfL's Code of Conduct (which is available on TfL's website, www.tfl.gov.uk)) including the provisions set out in Schedule 7 and those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by the Authority for personnel working at Authority Premises or accessing the Authority's computer systems. The Authority shall provide the Service Provider with copies of such policies and standards on request. In the event that the Services are being provided to both the GLA and TfL, then the policies and standards of each of the GLA and TfL shall apply as appropriate;

12.1.2 shall provide the Services in compliance with and shall ensure that the Service Provider's Personnel comply with all requirements of all Acts of Parliament, statutory instruments, court orders, regulations, directives, European Community decisions (insofar as legally binding), bye-laws, treaties and other regulatory requirements relevant to either or both of the Service Provider's or the Authority's business, from time to time in force which are or may become applicable to the Services. The Service Provider shall promptly notify the Authority if the Service Provider is required to make any change to the Services for the purposes of complying with its obligations under this Clause 12.1.2;

12.1.3 without limiting the generality of Clause 12.1.2, shall comply with all relevant enactments in force from time to time relating

to discrimination in employment and the promotion of equal opportunities;

- 12.1.4 acknowledges that the Authority is under a duty under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination on the grounds of sex, marital or civil partnership status, race, sexual orientation, religion or belief, age, pregnancy or maternity, gender reassignment or disability (a “**Relevant Protected Characteristic**”) (as the case may be) and to promote equality of opportunity between persons who share a Relevant Protected Characteristic and persons who do not share it. In providing the Services, the Service Provider shall assist and cooperate with Authority where possible in satisfying this duty;
- 12.1.5 where possible, shall provide the Services in such a manner as to:
 - 12.1.5.1 promote equality of opportunity for all persons irrespective of their race, sex, disability, age, sexual orientation or religion;
 - 12.1.5.2 eliminate unlawful discrimination; and
 - 12.1.5.3 promote good relations between persons of different racial groups, religious beliefs and sexual orientation;
- 12.1.6 Where the GLA is the Authority the Service Provider shall:
 - 12.1.6.1 comply with policies developed by the Authority with regard to compliance with the Authority’s duties referred to in Clauses 12.1.4. - 12.1.5 as are relevant to the Contract and the Service Provider’s activities;
 - 12.1.6.2 obey directions from the Authority with regard to the conduct of the Contract in accordance with the duties referred to in Clauses 12.1.4. - 12.1.5;
 - 12.1.6.3 assist, and consult and liaise with, the Authority with regard to any assessment of the impact on and relevance to the Contract of the duties referred to in Clauses 12.1.4. - 12.1.5;
 - 12.1.6.4 on entering into any contract with a sub-contractor in relation to this Contract, impose obligations upon the sub-contractor to comply with this Clause 12.1.6 as if the sub-contractor were in the position of the Service Provider;

- 12.1.6.5 provide to the Authority, upon request, such evidence as the Authority may require for the purposes of determining whether the Service Provider has complied with this Clause 12.1.6. In particular, the Service Provider shall provide any evidence requested within such timescale as the Authority may require, and cooperate fully with the Authority during the course of the Authority's investigation of the Service Provider's compliance with its duties under this Clause 12.1.6; and
- 12.1.6.6 inform the Authority forthwith in writing should it become aware of any proceedings brought against it in connection with this Contract by any person for breach of the Equality Act 2010.
- 12.1.7 without prejudice to any other provision of this Clause 12.1 or the Schedules, where TfL is the Authority, comply with any provisions set out in the Schedules that relate to traffic management and shall comply with the reasonable instructions of TfL's Traffic Manager as may be made available to the Service Provider from time to time. For the purposes of this Clause 12.1.7, "**Traffic Manager**" means TfL's traffic manager appointed in accordance with section 17 of the Traffic Management Act 2004;
- 12.1.8 shall promptly notify the Service Provider's Personnel and the Authority of any health and safety hazards that exist or may arise in connection with the performance of the Services;
- 12.1.9 without limiting the generality of Clause 12.1.2, shall comply with the Bribery Act 2010 and any guidance issued by the Secretary of State under it; and
- 12.1.10 where applicable to the Service Provider and without limiting the generality of Clause 12.1.2, shall comply with the Modern Slavery Act 2015 and any guidance issued by the Secretary of State under it.

In all cases, the costs of compliance with this Clause 12.1 shall be borne by the Service Provider.

- 12.2 In providing the Services, the Service Provider shall (taking into account best available techniques not entailing excessive cost and the best practicable means of preventing, or counteracting the effects of any noise or vibration) have appropriate regard (insofar as the Service Provider's activities may impact on the environment) to the need to:

- 12.2.1 preserve and protect the environment and to the need to avoid, remedy and mitigate any adverse effects on the environment;

- 12.2.2 enhance the environment and have regard to the desirability of achieving sustainable development;
- 12.2.3 conserve and safeguard flora, fauna and geological or physiological features of special interest; and
- 12.2.4 sustain the potential of natural and physical resources and the need to safeguard the life-supporting capacity of air, water, soil and ecosystems.

Work Related Road Risk

12.3 For the purposes of Clauses 12.3 to 12.12 (inclusive) of this Contract, the following expressions shall have the following meanings:

“Alternative Scheme”	has the meaning given to it in Clause 12.4.1;
“Approved Progressive Driver Training”	an ongoing programme of Drivers’ training to ensure they have the appropriate knowledge, skills and attitude to operate safely on urban roads. This includes the training specific for the urban environment (including on-road experience from a cyclist’s perspective), which is required to be completed at least once every 5 years;
“Car-derived Van”	a vehicle based on a car, but with an interior that has been altered for the purpose of carrying larger amounts of goods and/or equipment;
“Category N2 HGV”	a vehicle designed and constructed for the carriage of goods having a MAM exceeding 3,500 kilograms but not exceeding 12,000 kilograms;
“Category N3 HGV”	a vehicle designed and constructed for the carriage of goods and having a MAM exceeding 12,000 kilograms;
“CLOCS Standard”	the Construction Logistics and Community Safety standard, which aims to eliminate risk of a collision between heavy goods vehicles servicing the construction sector and vulnerable road users by ensuring effective practice in the management of operations, vehicles, drivers and construction sites; further information can

	be found at: www.clocs.org.uk ;
“Collision Report”	a report detailing all collisions during the previous 12 months involving injuries to persons or fatalities;
“Delivery and Servicing Vehicle”	a HGV, a Van or a Car-derived Van;
“Driver”	any employee of the Service Provider (including an agency or contracted driver), who operates Delivery and Servicing Vehicles on behalf of the Service Provider while delivering the Services;
“DVLA”	Driver and Vehicle Licensing Agency;
“Direct Vision Standard” or “DVS”	Direct Vision Standard, a performance based assessment and rating tool, as updated from time to time that measures how much direct vision a Driver has from a Category N3 HGV cab in relation to other road users. Further information can be found at: www.tfl.gov.uk ;
“FORS”	the Fleet Operator Recognition Scheme, which is an accreditation scheme for businesses operating commercial vehicles including vans, HGV, coaches and powered two wheelers. It offers impartial, independent advice and guidance to motivate companies to improve their compliance with relevant laws and their environmental, social and economic performance;
“FORS Standard”	the standard setting out the accreditation requirements for the Fleet Operator Recognition Scheme, a copy of which can be found at: www.fors-online.org.uk ;
“Gold Accreditation”	the highest level of accreditation within the FORS Standard, the requirements of which are more particularly described at: www.fors-online.org.uk ;
“HGV”	a vehicle with a MAM exceeding 3,500 kilograms;
“MAM”	the maximum authorised mass of a vehicle or trailer including the maximum load that

can be carried safely while used on the road;

“Silver Accreditation”

the minimum level of accreditation within the FORS Standard acceptable for the contract schedule, the requirements of which are more particularly described at: www.fors-online.org.uk;

“Van”

a vehicle with a MAM not exceeding 3,500 kilograms; and

“WRRR Self-Certification Report”

has the meaning given to it in Clause 12.10.

Fleet Operator Recognition Scheme Accreditation

12.4 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, it shall within 90 days of the Contract Commencement Date:

12.4.1 (unless already registered) register for FORS or a scheme, which in the reasonable opinion of the Authority, is an acceptable substitute to FORS (the **“Alternative Scheme”**); and

12.4.2 (unless already accredited) have attained the standard of Silver Accreditation (or higher) or the equivalent within the Alternative Scheme and shall maintain the standard of Silver Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent audit in accordance with the FORS Standard or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme. Alternatively, where the Service Provider has attained Gold Accreditation, the maintenance requirements shall be undertaken in accordance with the periods set out in the FORS Standard.

Safety Features on HGVs

12.5 The Service Provider shall ensure that every HGV, which it uses to provide the Services, shall be fitted with safety features consistent with the FORS Silver Accreditation.

Construction Logistics and Community Safety (CLOCS)

12.6 Where applicable, for works contracts exceeding a value of £1m:

12.6.1 the Service Provider shall comply with the CLOCS Standard; and

12.6.2 the Service Provider shall ensure that the conditions at all sites and locations where:

12.6.2.1 the Services are being delivered; or

12.6.2.2 in connection with the performance of the Services, any waste is being disposed of or supplies are being delivered to or from,

are appropriate for each Category N3 HGV being used in the provision of the Services.

Direct Vision Standard (DVS)

12.7 Where applicable, for contracts exceeding a value of £1m where the duration will exceed 12 months and a significant amount of the work will be conducted within the GLA boundaries:

12.7.1 the Service Provider shall comply with the DVS Schedule attached to this Contract; and

12.7.2 the Service Provider shall ensure that:

12.7.3 from and including 26 October 2019, all Category N3 HGVs used in the provision of the Services achieve a minimum of a one (1) star Direct Vision Standard rating; and

12.7.4 from and including 26 October 2023, all Category N3 HGVs used in the provision of the Services achieve a minimum of three (3) star Direct Vision Standard rating.

Driver Training

12.8 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services the Service Provider shall ensure that each of its Drivers attend the Approved Progressive Driver Training throughout the Term of the Contract.

Collision Reporting

12.9 Where the Service Provider operates Delivery and Servicing Vehicles to deliver the Contract, the Service Provider shall within 15 days of the Contract Commencement Date, provide to the Authority a Collision Report. The Service Provider shall provide to the Authority an updated Collision Report within five Business Days of a written request from the Authority at any time.

Self-Certification of Compliance

12.10 Where the Service Provider operates Delivery and Servicing Vehicles to provide the Services, within 90 days of the Contract Commencement Date, the Service Provider shall provide a written

report to the Authority detailing its compliance with Clauses 12.4, 12.5, 12.6, 12.7, 12.8 and 12.9 (as applicable) of this Contract (the “**WRRR Self-Certification Report**”). The Service Provider shall provide updates of the WRRR Self-Certification Report to the Authority on each six month anniversary of its submission of the initial WRRR Self-Certification Report.

Obligations of the Service Provider Regarding Sub-contractors

12.11 The Service Provider shall ensure that those of its sub-contractors who operate Category N2 HGVs, Category N3 HGVs, Vans and/or Car-derived Vans to provide the Services shall comply with the corresponding provisions of this Contract:

12.11.1 Clauses 12.4, 12.8, 12.9, 12.10; and

12.11.2 for Category N2 HGVs – Clause 12.5; and

12.11.3 for Category N3 HGVs – Clauses 12.5, and, where applicable 12.6, 12.7;

as if those sub-contractors were a party to this Contract.

Failure to Comply

12.12 Without limiting the effect of any other clause of this Contract relating to termination, if the Service Provider fails to comply with Clauses 12.4, 12.5 (where applicable), 12.6 (where applicable), 12.7 (where applicable), 12.8, 12.9, 12.10 and 12.11;

12.12.1 the Service Provider has committed a material breach of this Contract; and

12.12.2 the Authority may refuse the Service Provider, its employees, agents and Delivery and Servicing Vehicles entry onto any property that is owned, occupied or managed by the Authority for any purpose (including but not limited to deliveries).

13. London Living Wage

For the purposes of this Clause 13, the following expressions have the corresponding meanings:

“CCSL”	the Centre for Civil Society Limited or any relevant replacement organisation as notified by the Authority from time to time;
“London Living Wage”	the London rate for the basic hourly wage as updated and published annually by the CCSL (or any relevant replacement organisation) on its website

(www.livingwage.org.uk);

“Subcontractor” a sub-contractor (of any tier) of the Service Provider.

13.1 The Service Provider acknowledges and agrees that the Mayor of London pursuant to section 155 of the Greater London Authority Act 1999 has directed that members of the Authority Group ensure that the London Living Wage be paid to anyone engaged by any member of the Authority Group who is required to discharge contractual obligations (whether as a direct contractor or a sub-contractor (of any tier) of that direct contractor) on the Authority’s estate in the circumstances set out in Clause 13.3.1.

13.2 Without prejudice to any other provision of this Contract, the Service Provider shall:

13.2.1 ensure that its employees and procure that the employees of its Sub-contractors engaged in the provision of the Services:

13.2.1.1 for two (2) or more hours of work in any given day in a week, for eight (8) or more consecutive weeks in a year; and

13.2.1.2 on the Authority’s estate including (without limitation) premises and land owned or occupied by the Authority,

be paid an hourly wage (or equivalent of an hourly wage) equivalent to or greater than the London Living Wage;

13.2.2 ensure that none of:

13.2.2.1 its employees; nor

13.2.2.2 the employees of its Sub-contractors,

engaged in the provision of the Services be paid less than the amount to which they are entitled in their respective contracts of employment;

13.2.3 provide to the Authority such information concerning the London Living Wage as the Authority or its nominees may reasonably require from time to time, including (without limitation):

13.2.3.1 all information necessary for the Authority to confirm that the Service Provider is complying with its obligations under Clause 13; and

13.2.3.2 reasonable evidence that Clause 13 has been implemented;

13.2.4 disseminate on behalf of the Authority to:

13.2.4.1 its employees; and

13.2.4.2 the employees of its Sub-contractors,

engaged in the provision of the Services such perception questionnaires as the Authority may reasonably require from time to time and promptly collate and return to the Authority responses to such questionnaires; and

13.2.5 cooperate and provide all reasonable assistance in monitoring the effect of the London Living Wage including (without limitation):

13.2.5.1 allowing the CCSL to contact and meet with the Service Provider's employees and any trade unions representing the Service Provider's employees;

13.2.5.2 procuring that the Service Provider's Sub-contractors allow the CCSL to contact and meet with the Subcontractors' employees and any trade unions representing the Sub-contractors' employees,

in order to establish that the obligations in Clause 13.3.1 have been complied with.

13.3 For the avoidance of doubt the Service Provider shall:

13.3.1 implement the annual increase in the rate of the London Living Wage; and

13.3.2 procure that its Sub-contractors implement the annual increase in the rate of the London Living Wage,

on or before 1 April in the year following the publication of the increased rate of the London Living Wage.

13.4 The Authority reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Service Provider's staff and the staff of its Sub-contractors.

13.5 Without limiting the Authority's rights under any other termination provision in this Contract, the Service Provider shall remedy any breach of the provisions of this Clause 13 within four (4) weeks' notice of the same from the Authority (the "**Notice Period**"). If the Service Provider remains in breach of the provisions of this Clause 13 following

the Notice Period, the Authority may by written notice to the Service Provider immediately terminate this Contract.

14. **Corrupt Gifts and Payment of Commission**

The Service Provider shall not, and shall ensure that its employees, agents and sub-contractors do not, pay any commission, fees or grant any rebates to any employee, officer or agent of any member of the Authority Group nor favour any employee, officer or agent of any member of the Authority Group with gifts or entertainment of significant cost or value nor enter into any business arrangement with employees, officers or agents of any member of the Authority Group other than as a representative of the Authority, without the Authority's prior written approval.

15. **Equipment**

15.1 Risk in:

15.1.1 all Service Provider Equipment shall be with the Service Provider at all times; and

15.1.2 all other equipment and materials forming part of the Services (title to which will pass to the Authority) ("**Materials**") shall be with the Service Provider at all times until completion of the Services in accordance with the Contract,

regardless of whether or not the Service Provider Equipment and Materials are located at Authority Premises.

15.2 The Service Provider shall ensure that all Service Provider Equipment and all Materials meet all minimum safety standards required from time to time by law.

16. **Quality and Best Value**

16.1 The Service Provider acknowledges that the Authority is a best value authority for the purposes of the Local Government Act 1999 and as such the Authority is required to make arrangements to secure continuous improvement in the way it exercises its functions (having regard to a combination of economy, efficiency and effectiveness) and, as such, the Service Provider shall, where reasonably requested by the Authority, participate in any relevant best value review.

16.2 Where the GLA is the Authority then in accordance with the statutory requirement set out in section 61(3) of the Greater London Authority Act 1999, the Service Provider shall send such representatives as may be requested to attend the Greater London Assembly for questioning in relation to the Contract. The Service Provider acknowledges that it may be liable to a fine or imprisonment if it fails to comply with a summons to attend.

17. **Records, Audit and Inspection**

17.1 The Service Provider shall, and shall procure that its sub-contractors shall:

17.1.1 maintain a complete and correct set of records pertaining to all activities relating to the performance of the Services and the Service Provider's obligations under the Contract and all transactions entered into by the Service Provider for the purposes of the Contract (including time-sheets for the Service Provider's Personnel where such records are material to the calculation of the Charges) ("**Records**"); and

17.1.2 retain all Records during the Term and for a period of not less than 6 years (or such longer period as may be required by law), except Records containing Personal Data (as defined in Data Protection Legislation) which shall only be retained for as long as necessary, following termination or expiry of the Contract ("**Retention Period**").

17.2 The Authority and any person nominated by the Authority has the right to audit any and all Records at any time during the Retention Period on giving to the Service Provider what the Authority considers to be reasonable notice (whether in writing or verbally) and at any reasonable time to inspect any aspect of the Service Provider's performance of the Services (including compliance with Clause 12.1) and the Service Provider shall give all reasonable assistance to the Authority or its nominee in conducting such inspection, including making available documents and staff for interview.

18. **Set-Off**

All damages, costs, charges, expenses, debts, sums or other amounts owing (contingently or otherwise) to or incurred by the Authority arising out of or attributable to this Contract or any other contract between the Authority and the Service Provider may be deducted by the Authority from monies due or which may become due to the Service Provider under this Contract or under any other contract with any member of the Authority Group may recover such amount as a debt.

19. **Indemnity**

19.1 Subject to Clauses 19.2 and 19.3, the Service Provider is responsible for and shall indemnify, keep indemnified and hold harmless each of the Authority and all other members of the Authority Group (including their respective employees, sub-contractors and agents) ("**the Indemnified Party**") against all Losses which the Indemnified Party incurs or suffers as a consequence of any breach or negligent performance of the Contract by the Service Provider (or any of the Service Provider's Personnel) (including in each case any non-performance or delay in performance of the Contract) or of any breach

of statutory duty, misrepresentation or misstatement by the Service Provider (or any of its employees, agents or sub-contractors).

19.2 The Service Provider is not responsible for and shall not indemnify the Authority for any Losses to the extent that such Losses are caused by any breach or negligent performance of any of its obligations under the Contract by the Authority or any other member of the Authority Group including by any of their respective employees, agents or sub-contractors.

19.3 The Service Provider's liability under clause 19.1 shall be limited to a maximum amount five hundred thousand pounds sterling (£500,000.00) PROVIDED ALWAYS THAT the limit on liability in clause 19.3 shall not apply to liability for:

19.3.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);

19.3.2 fraud or fraudulent misrepresentation by it or its employees;

19.3.3 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;

19.3.4 any liability to the extent it cannot be limited or excluded by law; or

19.3.5 breaches of clauses 22, 23, A18 and A19.

20. Insurance

20.1 The Service Provider will at its sole cost maintain employer's liability and motor insurance cover as required by law and insurance cover in the sum of not less than £5 million per claim (in terms approved by the Authority) in respect of the following to cover the Services (the "**Insurances**") and will ensure that the Authority's interest is noted on each and every policy or that any public liability, product liability or employer's liability insurance includes an Indemnity to Principal clause:

20.1.1 public liability to cover injury and loss to third parties;

20.1.2 insurance to cover the loss or damage to any item related to the Services;

20.1.3 product liability; and

20.1.4 professional indemnity or, where professional indemnity insurance is not available, a "financial loss" extension to the public liability insurance referred to in Clause 20.1.1 or, if applicable, the product liability insurance referred to in Clause 20.1.3. Any professional indemnity insurance or "financial loss" extension shall be renewed for a period of 6 years (or such

other period as the Authority may stipulate) following the expiry or termination of the Contract.

- 20.2 The insurance cover will be maintained with a reputable insurer.
- 20.3 The Service Provider will produce evidence to the Authority on reasonable request of the insurance policies set out in Clause 20.1 and payment of all premiums due on each policy.
- 20.4 The Service Provider warrants that nothing has or will be done or be omitted to be done which may result in any of the insurance policies set out in Clause 20.1 being or becoming void, voidable or unenforceable.
- 20.5 In the event that any of the Insurances are cancelled or not renewed, the Service Provider shall immediately notify the Authority and shall at its own cost arrange alternative Insurances with an insurer or insurers acceptable to the Authority.

21. **The Authority's Data**

- 21.1 The Service Provider acknowledges the Authority's ownership of Intellectual Property Rights which may subsist in the Authority's data. The Service Provider shall not delete or remove any copyright notices contained within or relating to the Authority's data.
- 21.2 The Service Provider and the Authority shall each take reasonable precautions (having regard to the nature of their other respective obligations under the Contract) to preserve the integrity of the Authority's data and to prevent any corruption or loss of the Authority's data.

22. **Intellectual Property Rights**

- 22.1 The Service Provider hereby assigns with full title guarantee to the Authority all Intellectual Property Rights in all documents, drawings, computer software and any other work prepared or developed by or on behalf of the Service Provider in the provision of the Services (the "**Products**") provided that such assignment shall not include items not prepared or developed for the purposes of this Contract.
- 22.2 The Service Provider shall provide the Authority with copies of all materials relied upon or referred to in the creation of the Products together with a perpetual, irrevocable, royalty-free and transferable licence free of charge to use such materials in connection with the use of the Products.
- 22.3 The Service Provider shall have no right (save where expressly permitted under the Contract or with the Authority's prior written consent) to use any trade marks, trade names, logos or other Intellectual Property Rights of the Authority.

22.4 The Service Provider shall ensure that all royalties, licence fees or similar expenses in respect of all Intellectual Property Rights used in connection with the Contract have been paid and are included within the Charges.

23. **Privacy, Data Protection and Cyber Security**

23.1 The Service Provider shall comply with all of its obligations under Data Protection Legislation and, if Processing Personal Data on behalf of the Authority, shall only carry out such Processing for the purposes of providing the Services in accordance with Schedule 2 of this Contract.

23.2 The Service Provider must follow the 10 Steps to Cyber Security issued by the National Cyber Security Centre.

24. **Confidentiality and Announcements**

24.1 Subject to Clause 25, the Service Provider will keep confidential:

24.1.1 the terms of this Contract; and

24.1.2 any and all Confidential Information that it may acquire in relation to the Authority.

24.2 The Service Provider will not use the Authority's Confidential Information for any purpose other than to perform its obligations under this Contract. The Service Provider will ensure that its officers and employees comply with the provisions of Clause 24.1.

24.3 The obligations on the Service Provider set out in Clause 24.1 will not apply to any Confidential Information:

24.3.1 which either of the Parties can demonstrate is in the public domain (other than as a result of a breach of this Clause 24);

24.3.2 which a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure; or

24.3.3 to the extent that such disclosure is to the Secretary for Transport (or the government department responsible for public transport in London for the time being) the Office of Rail Regulation, or any person or body who has statutory responsibilities in relation to transport in London and their employees, agents and sub-contractors.

24.4 The Service Provider shall keep secure all materials containing any information in relation to the Contract and its performance.

24.5 The Service Provider shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Contract or

that it is providing the Services to the Authority or in relation to any matter under or arising from the Contract unless specifically granted permission to do so in writing by the Authority. The Authority shall have the right to approve any announcement before it is made.

24.6 The provisions of this Clause 24 will survive any termination of this Contract for a period of 6 years from termination.

25. **Freedom of Information and Transparency**

25.1 For the purposes of this Clause 25:

25.1.1 **“FOI Legislation”** means the Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them and any guidance or statutory codes of practice issued by the Information Commissioner, the Ministry of Justice or the Department for Environment Food and Rural Affairs (including in each case its successors or assigns) in relation to such legislation;

25.1.2 **“Information”** means information recorded in any form held by the Authority or by the Service Provider on behalf of the Authority; and

25.1.3 **“Information Access Request”** means a request for any Information under the FOI Legislation.

25.2 The Service Provider acknowledges that the Authority:

25.2.1 is subject to the FOI Legislation and agrees to assist and cooperate with the Authority to enable the Authority to comply with its obligations under the FOI Legislation; and

25.2.2 may be obliged under the FOI Legislation to disclose Information without consulting or obtaining consent from the Service Provider.

25.3 Without prejudice to the generality of Clause 25.2, the Service Provider shall and shall procure that its sub-contractors (if any) shall:

25.3.1 transfer to the Contract Manager (or such other person as may be notified by the Authority to the Service Provider) each Information Access Request relevant to the Contract, the Services or any member of the Authority Group that it or they (as the case may be) receive as soon as practicable and in any event within two (2) Business Days of receiving such Information Access Request; and

25.3.2 in relation to Information held by the Service Provider on behalf of the Authority, provide the Authority with details about and copies of all such Information that the Authority requests and

such details and copies shall be provided within five (5) Business Days of a request from the Authority (or such other period as the Authority may reasonably specify), and in such forms as the Authority may reasonably specify.

- 25.4 The Authority shall be responsible for determining whether Information is exempt from disclosure under the FOI Legislation and for determining what Information will be disclosed in response to an Information Access Request in accordance with the FOI Legislation.
- 25.5 The Service Provider shall not itself respond to any person making an Information Access Request, save to acknowledge receipt, unless expressly authorised to do so by the Authority.
- 25.6 The Service Provider acknowledges that the Authority is subject to the Transparency Commitment. Accordingly, notwithstanding Clause 24.1 and Clause 25, the Service Provider hereby gives its consent for the Authority to publish the Contract Information to the general public.
- 25.7 The Authority may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Authority may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation.
- 25.8 The Authority may in its absolute discretion consult with the Service Provider regarding any redactions to the Contract Information to be published pursuant to Clause 25.6. The Authority shall make the final decision regarding both publication and redaction of the Contract Information.

26. **Dispute Resolution**

- 26.1 The Authority and the Service Provider shall use all reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to the Contract ("**Dispute**") before resorting to litigation.
- 26.2 If the Dispute is not settled through discussion between the Contract Manager and a representative of the Service Provider within a period of seven (7) Business Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) ("**Senior Personnel**") of each of the Parties for resolution.
- 26.3 If the Dispute is not resolved within 14 Business Days of referral to the Senior Personnel, the Parties shall attempt in good faith to resolve the Dispute through entry into a structured mediation or negotiation with the assistance of a mediator. Either Party may give notice to the other Party ("**Notice**") to commence such process and the Notice shall identify one or more proposed mediators.

- 26.4 If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act within 28 Business Days of the service of the Notice, either Party may apply to the Centre for Effective Dispute Resolution (“**CEDR**”) in London to appoint a mediator. The costs of that mediator shall be divided equally between the Parties or as the Parties may otherwise agree in writing.
- 26.5 Where a dispute is referred to mediation under Clause 26.3, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedures as the mediator may recommend.
- 26.6 If the Parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties’ authorised representatives, shall be final and binding on the Parties.
- 26.7 If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within 40 Business Days of the service of the Notice either Party may commence proceedings in accordance with Clause 41.
- 26.8 For the avoidance of doubt, the Service Provider shall continue to provide the Services in accordance with the Contract and without delay or disruption while the Dispute is being resolved pursuant to this Clause 26.
- 26.9 Neither Party shall be prevented from, or delayed in, seeking any order for specific performance or for interim or final injunctive relief as a result of the provisions of this Clause 26 and Clause 26 shall not apply in respect of any circumstances where such remedies are sought.

27. **Breach and Termination of Contract**

- 27.1 Without prejudice to the Authority’s right to terminate at common law, the Authority may terminate the Contract immediately upon giving notice to the Service Provider if:
- 27.1.1 In addition and without prejudice to Clauses 27.1.2 to 27.1.6 (inclusive), the Service Provider has committed any material or persistent breach of the Contract and in the case of such a breach that is capable of remedy fails to remedy that breach within 10 Business Days (or such other timeframe as specified in writing by the Authority) from the date of written notice to the Service Provider giving details of the breach and requiring it to be remedied;
- 27.1.2 the Service Provider is subject to an Insolvency Event;
- 27.1.3 in the event that there is a change of ownership referred to in Clause 9.3 or the Service Provider is in breach of Clause 9.3;

- 27.1.4 the Authority is not satisfied on the issue of any conflict of interest in accordance with Clause 10;
- 27.1.5 the Service Provider or any of its officers, employees or agents commits any act of bribery described in the Bribery Act 2010; or
- 27.1.6 the Service Provider commits any of the money laundering related offences listed in the Public Contracts Regulations 2015;
- 27.1.7 the Service Provider fails to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law; or
- 27.1.8 the Concession Contract ends for any reason (including (without limitation) by reason of termination by the Authority or by the Concessionaire or a replacement concessionaire).
- 27.2 Without prejudice to any of the Authority's other rights, powers or remedies (whether under the Contract or otherwise) if the Service Provider is in breach of any of its warranties, or obligations either under Clause 6 or any other provision of this Contract, the Service Provider shall, if required to do so by the Authority, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties and obligations. Nothing in this Clause 27.2 shall prevent the Authority from procuring the provision of any Services or any remedial action in respect of any Services from an alternative contractor and, where the Authority so procures any Services or any remedial action, the Authority shall be entitled to recover from the Service Provider all additional cost, loss and expense incurred by the Authority and attributable to the Authority procuring such Services or remedial action from such alternative contractor.
- 27.3 Neither Party shall be deemed to be in breach of the Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is due to a Force Majeure Event. If a Force Majeure Event has continued for more than 8 weeks from the date on which that Force Majeure Event first arose and is having a material adverse effect on either Party's performance of its obligations under the Contract ("**the Affected Party**"), then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event ("**Innocent Party**") may terminate the Contract immediately upon giving notice to the Affected Party. If the Contract is terminated in accordance with this Clause 27.3 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party shall not be liable to the Innocent Party by reason of such termination.

- 27.4 Without prejudice to the Authority's right to terminate the Contract under Clause 27.1 or to terminate at common law, the Authority may terminate the Contract at any time without cause subject to giving the Service Provider written notice of the period specified in Schedule 1, provided that this Clause 27.4 may be disapplied by notice to that effect in Schedule 1.
- 27.5 Without prejudice to the Authority's right to terminate the Contract under Clauses 27.1, 27.4 or at common law, the Authority may terminate the Contract at any time following a Declaration of Ineffectiveness in accordance with the provisions of Clause 29.
- 27.6 To the extent that the Authority has a right to terminate the Contract under this Clause 27 then, as an alternative to termination, the Authority may by giving notice to the Service Provider require the Service Provider to provide part only of the Services with effect from the date specified in the Authority's notice ("**Change Date**") whereupon the provision of the remainder of the Services will cease and the definition of "the Services" shall be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in the Authority's opinion a proportionate adjustment would not be reasonable in such manner as the Authority may determine.

28. **Consequences of Termination or Expiry**

- 28.1 Notwithstanding the provisions of Clause 24, wherever the Authority chooses to put out to tender for a replacement service provider some or all of the Services, the Service Provider shall disclose to tenderers such information concerning the Services as the Authority may require for the purposes of such tender and shall also comply with all requirements as are set out at Schedule 8. The Service Provider may impose upon any recipient of such information such obligations of confidentiality as it may require.
- 28.2 The termination or expiry of the Contract shall not prejudice or affect any right, power or remedy which has accrued or shall accrue to either Party prior to or after such termination or expiry.
- 28.3 Upon expiry or termination of the Contract (howsoever caused):
- 28.3.1 the Service Provider shall, at no further cost to the Authority:
- 28.3.1.1 take all such steps as shall be necessary to agree with the Authority a plan for the orderly handover of Services to the Authority (or its nominee), such that the Services can be carried on with the minimum of interruption and inconvenience to the Authority and to effect such handover; and

28.3.1.2 on receipt of the Authority's written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks.

28.3.2 the Authority shall (subject to Clauses 18, 28.1 and 28.4 and the provisions of any security for due performance supplied by the Service Provider) pay the Service Provider any Charges remaining due in relation to any Services properly performed in accordance with the Contract up to the date of termination or expiry calculated so far as is possible in accordance with Schedule 4 or otherwise reasonably determined by the Authority.

28.4 On termination of all or any part of the Contract, the Authority may enter into any agreement with any third party or parties as the Authority thinks fit to provide any or all of the Services and (save where terminated under Clause 27.4) the Service Provider shall be liable for all additional expenditure reasonably incurred by the Authority in having such services carried out and all other costs and damages reasonably incurred by the Authority in consequence of such termination. The Authority may deduct such costs from the Charges or otherwise recover such costs from the Service Provider as a debt.

29. **Declaration of Ineffectiveness and Public Procurement Termination Event**

29.1 In the event that a court makes a Declaration of Ineffectiveness, the Authority shall promptly notify the Service Provider. The Parties agree that the provisions of Clause 28 and Clauses 29.1, 29.2, 29.4 to 29.6 (inclusive) and 29.12 shall apply as from the time when the Declaration of Ineffectiveness is made.

29.2 The Declaration of Ineffectiveness shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such Declaration of Ineffectiveness in respect of the period prior to the Declaration of Ineffectiveness, save as otherwise expressly provided to the contrary in Clauses 29.1 to 29.6 inclusive.

29.3 During any court proceedings seeking a Declaration of Ineffectiveness, the Authority may require the Service Provider to prepare a Cessation Plan in accordance with this Clause 29.3 by issuing a notice in writing. As from the date of receipt by the Service Provider of such notification from the Authority, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:

29.3.1 an orderly and efficient cessation of the Services or (at the Authority's request) a transition of the Services to the

Authority or such other entity as the Authority may specify;
and

29.3.2 minimal disruption or inconvenience to the Authority or to customers of the Services or to public passenger transport services or facilities,

in accordance with the provisions of Clauses 29.2 to 29.6 (inclusive) and which the Parties agree would have effect in the event that a Declaration of Ineffectiveness is made.

29.4 Where there is any conflict or discrepancy between the provisions of Clause 28 and Clauses 29.2 to 29.6 (inclusive) and 29.12 or the Cessation Plan, the provisions of these Clauses 29.2 to 29.6 (inclusive) and 29.12 and the Cessation Plan shall prevail.

29.5 The Parties will comply with their respective obligations under the Cessation Plan (as agreed by the Parties or, where agreement cannot be reached, as reasonably determined by the Authority) in the event that a Declaration of Ineffectiveness is made.

29.6 The Authority shall pay the Services Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Authority. Provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract pursuant to any Declaration of Ineffectiveness.

29.7 Without prejudice to the Authority's rights of termination implied into the Contract by Regulation 73(3) of the Public Contracts Regulations 2015 or Regulation 89(3) of the Utilities Contracts Regulations 2016, in the event that the Authority exercises its right to terminate pursuant to this Clause 29.7 (a "**Public Procurement Termination Event**"), the Authority shall promptly notify the Service Provider and the Parties agree that:

29.7.1 the provisions of Clause 28 and these Clauses 29.7 to 29.12 (inclusive) shall apply as from the date of receipt by the Service Provider of the notification of the Public Procurement Termination Event; and

29.7.2 if there is any conflict or discrepancy between the provisions of Clause 28 and these Clauses 29.7 to 29.12 or the Cessation Plan, the provisions of these Clauses 29.7 to 29.12 and the Cessation Plan shall prevail.

29.8 Termination on the Public Procurement Termination Grounds shall not prejudice or affect any right, liability or remedy which has accrued or shall accrue to either Party prior to or after such termination on Public

Procurement Termination Grounds, in respect of the period prior to such termination, save as otherwise expressly provided in Clauses 29.7 to 29.11 inclusive.

29.9 As from the date of receipt by the Service Provider of the notification of the termination on Public Procurement Termination Grounds, the Parties (acting reasonably and in good faith) shall agree or, in the absence of such agreement, the Authority shall reasonably determine an appropriate Cessation Plan with the object of achieving:

29.9.1 an orderly and efficient cessation or (at the Authority's election) a transition to the Authority or such other entity as the Authority may specify of: (i) the Services; or (at Authority's election), (ii) the part of the Services which are affected by the Public Procurement Termination Grounds; and

29.9.2 minimal disruption or inconvenience to the Authority or to customers of the Services or to public passenger transport services or facilities,

in accordance with the provisions of these Clauses 29.7 to 29.11 (inclusive) and to take account of the circumstances of the Public Procurement Termination Grounds.

29.10 Upon agreement, or determination by the Authority, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.

29.11 The Authority shall pay the Service Provider's reasonable costs in assisting the Authority in preparing, agreeing and complying with the Cessation Plan. Such costs shall be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Authority, provided that the Authority shall not be liable to the Service Provider for any loss of profit, revenue, goodwill or loss of opportunity as a result of the early termination of this Contract as a result of Public Procurement Termination Grounds.

29.12 For the avoidance of doubt, the provisions of this Clause 29 (and applicable definitions) shall survive any termination of the Contract following a Declaration of Ineffectiveness or termination on Public Procurement Termination Grounds.

30. **Survival**

The provisions of Clauses 1, 3.1.3, 4, 5, 6.1.4, 8.1, 9.2.2, 9.2.3, 11.1.1, 11.1.2, 11.1.5, 11.2, 15, 17-21 (inclusive), 22.2, 23-26 (inclusive), 28, 29-32 (inclusive), 34-41 (inclusive) and any other Clauses or Schedules that are necessary to give effect to those Clauses shall survive termination or expiry of the Contract. In addition, any other provision of the Contract which by its nature or implication is required to survive the termination or expiry of the Contract shall do so.

31. **Rights of Third Parties**

- 31.1 Save that any member of the Authority Group has the right to enforce the terms of the Contract in accordance with the Contracts (Rights of Third Parties) Act 1999 ("**Third Party Act**"), the Parties do not intend that any of the terms of the Contract will be enforceable by virtue of the Third Party Act by any person not a party to it.
- 31.2 Notwithstanding Clause 31.1, the Parties are entitled to vary or rescind the Contract without the consent of any other person including any member of the Authority Group.

32. **Contract Variation**

Save where the Authority may require an amendment to the Services and/or this Contract is amended pursuant to the Service Provider's exercise of any Supply Chain Finance Option, the Contract may only be varied or amended with the written agreement of both Parties. Save for any variations or amendments to reflect the Service Provider's exercise of any Supply Chain Finance Option (the mechanism for which is set out at Part B of Schedule 6) the details of any variations or amendments shall be set out in such form as the Authority may dictate and which may be substantially in the form set out in Part A of Schedule 6 and shall not be binding upon the Parties unless completed in accordance with such form of variation.

33. **Novation**

- 33.1 The Authority may novate or otherwise transfer the Contract (in whole or in part).
- 33.2 Within 10 Business Days of a written request from the Authority, the Service Provider shall at its expense execute such agreement as the Authority may reasonably require to give effect to any such transfer all or part of its rights and obligations under the Contract to one or more persons nominated by the Authority.
- 33.3 Subject to Clause 9, the Contract is personal to the Service Provider who shall not assign the benefit or delegate the burden of the Contract or otherwise transfer any right or obligation under the Contract without the prior written consent of the Authority.

34. **Non-Waiver of Rights**

No waiver of any of the provisions of the Contract is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with the provisions of Clause 36. The single or partial exercise of any right, power or remedy under the Contract shall not in any circumstances preclude any other or further exercise of it or the exercise of any other such right, power or remedy.

35. **Illegality and Severability**

If any provision of the Contract (in whole or in part) is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed from the Contract and the remaining provisions shall continue in full force and effect as if the Contract had been executed without the invalid, illegal, or unenforceable provision. In the event that in the Authority's reasonable opinion such a provision is so fundamental as to prevent the accomplishment of the purpose of the Contract, the Authority and the Service Provider shall immediately commence good faith negotiations to remedy such invalidity.

36. **Notices**

Any notice, demand or communication in connection with this Contract will be in writing and may be delivered by hand, prepaid recorded delivery first class post or facsimile addressed to the recipient at its registered office, the address stated in Schedule 1 or any other address (including a facsimile number) notified to the other Party in writing in accordance with this Clause as an address to which notices, invoices and other documents may be sent. The notice, demand or communication will be deemed to have been duly served:

if delivered by hand, at the time of delivery;

if delivered by post, two (2) Business Days after being posted or in the case of Airmail 14 Business Days after being posted; or

if delivered by facsimile, at the time of transmission, provided that a confirming copy is sent by first class post to the other Party within 24 hours after transmission.

37. **Entire Agreement**

37.1 Subject to Clause 37.2:

37.1.1 the Contract and all documents referred to in the Contract, contains all of the terms which the Parties have agreed relating to the subject matter of the Contract and such documents and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the Services. Neither Party has been induced to enter into the Contract by a statement which the Contract does not contain; and

37.1.2 without prejudice to the Service Provider's obligations under the Contract, the Service Provider is responsible for and shall make no claim against the Authority in respect of any misunderstanding affecting the basis of the Service Provider's

tender in respect of the Contract or any incorrect or incomplete information howsoever obtained.

37.2 Nothing in this Clause 37 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

38. **Counterparts**

This Contract may be executed in any number of counterparts or duplicates, each of which shall be an original, and such counterparts or duplicates shall together constitute one and the same agreement.

39. **Relationship of the Parties**

Nothing in the Contract constitutes, or shall be deemed to constitute, a partnership between the Parties. Except as expressly provided in the Contract, neither Party shall be deemed to be the agent of the other, nor shall either Party hold itself out as the agent of the other.

40. **Further Assurance**

Each Party will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of the Contract.

41. **Governing Law**

The Contract shall be governed by and construed in accordance with the law of England and Wales. Without prejudice to Clause 26, the courts of England will have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Contract provided that the Authority has the right in its absolute discretion to enforce a judgment and take proceedings in any other jurisdiction in which the Service Provider is incorporated or in which any assets of the Service Provider may be situated. The Parties agree irrevocably to submit to that jurisdiction.

THE CONTRACT has been signed
year written above.

Signed by
for and on behalf of
the Authority

)
)
)



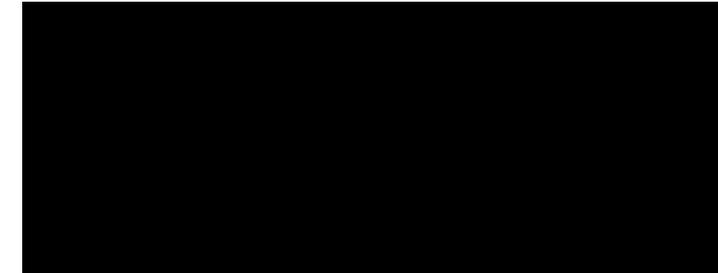
Signature

Print name and position
Senior Commercial Manager

Date: Jul 22, 2020

Signed by
for and on behalf of
the Service Provider

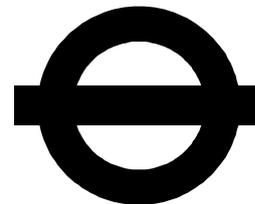
)
)
)



Signature

Print name and position
Fiona Jenkins, Associate

Date: Jul 22, 2020



SCHEDULE 1 - KEY CONTRACT INFORMATION

1. **Contract Reference Number:** tfl_scp_001957
2. **Name of Service Provider:** Steer Davies & Gleave Limited
3. **Commencement:**
 - (a) **Contract Commencement Date:** 27 July 2020
 - (b) **Service Commencement Date:** 27 July 2020
4. **Duration/Expiry Date:**

Term	Duration
Initial Term	Five (5) years, expiring on the fifth anniversary of the Contract Commencement Date
Optional Extension(s)	Eighteen (18) months exercisable by the Authority in whatever multiples of shorter periods as it so chooses (but not exceeding eighteen (18) months in total) and in accordance with the notice requirement in Clause 2.2.

5. **Payment (see Clauses 5.1, 5.2 and 5.4):**

Clause 5.1

The payment period shall be 4-weekly.

Clause 5.4

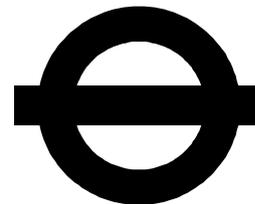
Payment shall be made within 30 days of receipt of invoices.

6.

[REDACTED]

[REDACTED]

7. **Time for payment where not 30 days (see Clause 5.4): Not used.**



8. Details of the Authority’s Contract Manager

Name: [Redacted]
Address: 10Y4 | Palestra | 197 Blackfriars Road | London SE1 8NJ
 [Redacted]

9. Details of the Authority’s Procurement Manager

The same as found in 8. above

10. Service Provider’s Key Personnel:

Name & Position	Contact Details	Area of Responsibility
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]

11. Notice period in accordance with Clause 27.4 (termination without cause):
 90 days

12. Address for service of notices and other documents in accordance with Clause 36:

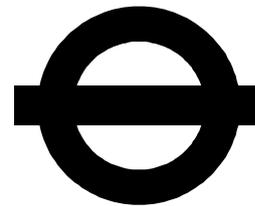
For the Authority: 11th Floor Palestra,
 197 Blackfriars Road,
 London
 SE1 8NJ
 Facsimile number: 020 3054 2002

[Redacted]

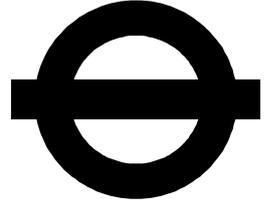
For the Service Provider: 28-32 Upper Ground, London, SE1 9PD

[Redacted]

[Redacted]



13. **Office facilities to be provided to the Service Provider in accordance with Clause 11.3: None**
14. **Training to be provided by the Service Provider in accordance with Clause 8.8: None**



SCHEDULE 2 - SPECIAL CONDITIONS OF CONTRACT

Contents

A1	Privacy and Data Protection	3
A2	IT Systems	13
A3	Personnel Management and Training	15
A4	Security and Guarantees	18
A5	Liquidated Damages	19
A6	Extension of Time	20
A7	Further Insurance Requirements	21
A8	Further Intellectual Property Requirements	23
A9	Infringement of Intellectual Property Rights	24
A10	Further Confidentiality Requirements	25
A11	Euro - Continuity of Contract	26
A12	Option to Extend Duration	27
A13	Option to Extend Services	28
A14	Crime and Disorder Act 1998	29
A15	Step-in	30
A16	Adjustment to Charges (Indexation)	31
A17	Authority Obligation of Confidentiality	32
A18	Transfer of Employees to Service Provider	33
	Appendix 1 to Clause A18	36
A19	Transfer of Employees on Expiry or Termination	37
	Appendix 1 to Clause A19	42
A20	Cost Summary	44
A21	Sub-contractor Warranty	45
A22	Specific LU Standards	46
A23	Offers of Employment (Non-solicitation)	48
A24	Retention of Title Clause	49
A25	Consultancy - Disclaimer Clause	51
A26	Timber Standards	52
A27	Waste Electrical and Electronic Equipment Regulations 2013	56

<u>A28 Ethical Sourcing</u>	57
<u>Appendix 1 to Clause A28 - Ethical Sourcing Appendix: The ETI Base Code</u>	59
<u>A29 Equality, Diversity and Inclusion</u>	64
<u>Appendix 2 to Clause A29 – EDI Action Plan</u>	71
<u>A30 Payment Card Industry Data Security Standard</u>	72
<u>A31 Strategic Labour Needs and Training Requirements</u>	73
<u>Timber Standards Appendix</u>	7
<u>Appendix A - Form of Parent Company Guarantee</u>	8
<u>Appendix B - Form of Legal Opinion for use with Guarantee</u>	12
<u>Appendix C - Form of Performance Bond</u>	15
<u>Annex 1</u>	18
<u>Form of Demand from the Authority to [the bank]</u>	18
<u>Annex 2</u>	19
<u>Form of letter from the Authority to the Service Provider</u>	19
<u>Annex 3</u>	20
<u>Alternative form of demand from the Authority to [the bank]</u>	20
<u>Appendix D - Subcontractor Warranty Agreement for Services</u>	21

A1 Privacy and Data Protection

For the purposes of this Clause A1, unless the context indicates otherwise, the following expressions shall have the following meanings:

- “Authority Personal Data”** Personal Data and/or Sensitive Personal Data Processed by the Service Provider or any sub-contractor on behalf of the Authority, pursuant to or in connection with this Contract;
- “Data Controller”** has the meaning given to it in Data Protection Legislation;
- “Data Processor”** has the meaning given to it in Data Protection Legislation;
- “Data Protection Impact Assessment”** an assessment by the Data Controller of the impact of the envisaged Processing on the protection of Personal Data;
- “Data Protection Legislation”** means:
- (a) the Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data;
 - (b) Directive (EU) 2016/680 (the Law Enforcement Directive);
 - (c) any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including but not limited to the Data Protection Act 2018;
 - (d) any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and
 - (e) the Privacy and Electronic Communications (EC Directive) Regulations 2003;
- “Data Subject”** has the meaning given to it in Data Protection Legislation;
- “Personal Data”** has the meaning given to it in Data Protection Legislation;

“Processing”	has the meaning given to it in Data Protection Legislation and “Process” and “Processed” will be construed accordingly;
“Restricted Countries”	any country outside the European Economic Area other than the UK following withdrawal from the European Union;
“Sensitive Personal Data”	sensitive or special categories of Personal Data (as defined in Data Protection Legislation) which is Processed pursuant to or in connection with this Contract; and
“Subject Request”	a request made by or on behalf of a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation including the right (i) to be informed, (ii) of access, (iii) to rectification, (iv) to erasure, (v) to restrict processing, (vi) to data portability, (vii) to object and (viii) to automated decision making including profiling.

A1.1 With respect to the Parties' rights and obligations under the Contract, the Parties acknowledge that the Authority is a Data Controller solely responsible for determining the purposes and manner in which Authority Personal Data is to be Processed, and that the Service Provider is a Data Processor.

A1.2 Details of the Authority Personal Data to be Processed by the Service Provider and the purposes of such Processing are as follows:

A1.2.1 The Authority Personal Data to be Processed by the Service Provider (if any) concerns the following categories of Data Subject:

- staff, customers, members of the public

A1.2.2 The Authority Personal Data to be Processed includes the following types of Personal Data and/or Sensitive Personal Data:

- names, email or postal addresses, telephone numbers, images.

A1.2.3 The Authority Personal Data is to be Processed for the following purpose(s):

- for the provision of services, database support functions, employment processing and compliance with a statutory obligation to process.

- A1.2.4 The Authority Personal Data is to be Processed in the following Restricted Countries:
- Not applicable.
- A1.2.5 The subject matter of the Authority Personal Data to be Processed is:
- the Processing is necessary to ensure that the Service Provider can effectively deliver the Contract to provide Governance and Standards of FORS services.
- A1.2.6 The duration of the Processing shall be:
- within the contract period until expiry
- A1.2.7 The nature of the Processing is:
- the nature of the Processing may include collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means)
- A1.3 Without prejudice to the generality of Clause 23, the Service Provider shall:
- A1.3.1 process the Authority Personal Data only in accordance with written instructions from the Authority to perform its obligations under the Contract;
- A1.3.2 use its reasonable endeavours to assist the Authority in complying with any obligations under Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Authority to breach any of its obligations under Data Protection Legislation to the extent the Service Provider is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;
- A1.3.3 notify the Authority without undue delay if it determines or is notified that an instruction to Process Personal Data issued to it by the Authority is incompatible with any obligations under Data Protection Legislation to the extent the Service Provider is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations;
- A1.3.4 maintain, and make available to the Authority on its request, documentation which describes the Processing

operations for which it is responsible under this Contract including:

- A1.3.4.1 the purposes for which Authority Personal Data is Processed;
 - A1.3.4.2 the types of Personal Data and categories of Data Subject involved;
 - A1.3.4.3 the source(s) of the Personal Data;
 - A1.3.4.4 any recipients of the Personal Data;
 - A1.3.4.5 the location(s) of any overseas Processing of Authority Personal Data;
 - A1.3.4.6 retention periods for different types of Authority Personal Data; and
 - A1.3.4.7 where possible a general description of the security measures in place to protect Authority Personal Data;
- A1.3.5 where requested to do so by the Authority, assist the Authority in carrying out a Data Protection Impact Assessment in accordance with guidance issued from time to time by the Information Commissioner (and any relevant requirements detailed in Data Protection Legislation);
- A1.3.6 without prejudice to any cyber security and/or payment card industry data security standard obligations in this Contract, take appropriate technical and organisational security measures which are appropriate to protect against unauthorised or unlawful Processing of Authority Personal Data and against accidental loss, destruction of, or damage to such Authority Personal Data which the Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the measures);
- A1.3.7 without prejudice to any cyber security and/or payment card industry data security standard obligations in this Contract, provide the Authority with such information as the Authority may from time to time require to satisfy itself of compliance by the Service Provider (and/or any authorised sub-contractor) with Clauses A1.3.6 and A1.3.8, including, protocols, procedures, guidance, training and manuals. For the avoidance of doubt, this shall include a full report recording the results of any privacy or

security audit carried out at the request of the Service Provider itself or the Authority;

- A1.3.8 notify the Authority without undue delay and in any event within 24 hours by written notice with all relevant details reasonably available of any actual or suspected breach of this Clause A1, including the unauthorised or unlawful Processing of Authority Personal Data, or its accidental loss, destruction or damage;
- A1.3.9 having notified the Authority of a breach in accordance with Clause A1.3.8, keep the Authority properly and regularly informed in writing until the breach has been resolved to the satisfaction of the Authority;
- A1.3.10 fully cooperate as the Authority requires with any investigation or audit in relation to Authority Personal Data and/or its Processing including allowing access to premises, computers and other information systems, records, documents and agreements as may be reasonably necessary (whether in relation to Processing pursuant to the Contract, in relation to compliance with Data Protection Legislation or in relation to any actual or suspected breach), whether by the Authority (or any agent acting on its behalf), any relevant regulatory body, including the Information Commissioner, the police and any other statutory law enforcement agency, and shall do so both during the Contract and after its termination or expiry (for so long as the Party concerned retains and/or Processes Authority Personal Data);
- A1.3.11 notify the Authority within two (2) Business Days if it, or any sub-contractor, receives:
 - A1.3.11.1 from a Data Subject (or third party on their behalf):
 - A1.3.11.1.1 a Subject Request (or purported Subject Request); or
 - A1.3.11.1.2 any other request, complaint or communication relating to the Authority's obligations under Data Protection Legislation;
 - A1.3.11.2 any communication from the Information Commissioner or any other regulatory authority in connection with Authority Personal Data; or

- A1.3.11.3 a request from any third party for disclosure of Authority Personal Data where compliance with such request is required or purported to be required by law;
 - A1.3.12 provide the Authority with full cooperation and assistance (within the timescales reasonably required by the Authority) in relation to any complaint, communication or request made as referred to in Clause A1.3.11, including by promptly providing:
 - A1.3.12.1 the Authority with full details and copies of the complaint, communication or request; and
 - A1.3.12.2 where applicable, such assistance as is reasonably requested by the Authority to enable it to comply with the Subject Request within the relevant timescales set out in Data Protection Legislation;
 - A1.3.13 when notified in writing by the Authority, supply a copy of, or information about, any Authority Personal Data. The Service Provider shall supply such information or data to the Authority within such time and in such form as specified in the request (such time to be reasonable) or if no period of time is specified in the request, then within two (2) Business Days from the date of the request;
 - A1.3.14 when notified in writing by the Authority, comply with any agreement between the Authority and any Data Subject in relation to any Processing which causes or is likely to cause substantial and unwarranted damage or distress to such Data Subject, or any court order requiring the rectification, blocking, erasure or destruction of any Authority Personal Data; and
 - A1.3.15 if required to do so by Data Protection Legislation, appoint a designated Data Protection Officer.
- A1.4 The Service Provider shall not share Authority Personal Data with any sub-contractor without prior written consent from the Authority. The Service Provider shall provide the Authority with such information regarding the proposed sub-contractor as the Authority may reasonably require. The Service Provider shall only share Authority Personal Data with a sub-contractor where there is a written contract in place between the Service Provider and the sub-contractor which requires the sub-contractor to:

- A1.4.1 only Process Authority Personal Data in accordance with the Authority's written instructions to the Service Provider; and
 - A1.4.2 comply with the same obligations which the Service Provider is required to comply with under this Clause A1 (and in particular Clauses 12.1, 17.1, 17.2, 19.1, 21.2, 23 and 24).
- A1.5 The Service Provider shall, and shall procure that any sub-contractor shall:
- A1.5.1 only Process Authority Personal Data in accordance with the Authority's written instructions to the Service Provider and as reasonably necessary to perform the Contract in accordance with its terms;
 - A1.5.2 not Process Authority Personal Data for any other purposes (in whole or part) and specifically, but without limitation, reproduce or refer to it in training materials, training courses, commercial discussions and negotiations with third parties or in relation to proposals or tenders with the Authority;
 - A1.5.3 not Process Authority Personal Data in such a way as to:
 - A1.5.3.1 place the Authority in breach of Data Protection Legislation;
 - A1.5.3.2 expose the Authority to the risk of actual or potential liability to the Information Commissioner or Data Subjects;
 - A1.5.3.3 expose the Authority to reputational damage including adverse publicity;
 - A1.5.4 not allow Service Provider's Personnel to access Authority Personal Data unless such access is necessary in connection with the provision of the Services;
 - A1.5.5 take all reasonable steps to ensure the reliability and integrity of all Service Provider's Personnel who can access Authority Personal Data;
 - A1.5.6 ensure that all Service Provider's Personnel who can access Authority Personal Data:
 - A1.5.6.1 are informed of its confidential nature;
 - A1.5.6.2 are made subject to an explicit duty of confidence;

- A1.5.6.3 understand and comply with any relevant obligations created by either this Contract or Data Protection Legislation; and
- A1.5.6.4 receive adequate training in relation to the use, care, protection and handling of Personal Data on an annual basis.
- A1.5.7 not disclose or transfer Authority Personal Data to any third party without the Service Provider having obtained the prior written consent of the Authority (save where such disclosure or transfer is specifically authorised under this Contract);
- A1.5.8 without prejudice to Clause A1.3.6, wherever the Service Provider uses any mobile or portable device for the transmission or storage of Authority Personal Data, ensure that each such device encrypts Authority Personal Data; and
- A1.5.9 comply during the course of the Contract with any written retention and/or deletion policy or schedule provided by the Authority to the Service Provider from time to time.
- A1.6 The Service Provider shall not, and shall procure that any sub-contractor shall not, Process or otherwise transfer any Authority Personal Data in or to any Restricted Countries without prior written consent from the Authority (which consent may be subject to additional conditions imposed by the Authority).
- A1.7 If, after the Service Commencement Date, the Service Provider or any sub-contractor wishes to Process and/or transfer any Authority Personal Data in or to any Restricted Countries, the following provisions shall apply:
 - A1.7.1 the Service Provider shall submit a written request to the Authority setting out details of the following:
 - A1.7.1.1 the Authority Personal Data which will be transferred to and/or Processed in any Restricted Countries;
 - A1.7.1.2 the Restricted Countries which the Authority Personal Data will be transferred to and/or Processed in;
 - A1.7.1.3 any sub-contractors or other third parties who will be Processing and/or receiving

Authority Personal Data in Restricted Countries;

- A1.7.1.4 how the Service Provider shall ensure an adequate level of protection and adequate safeguards in respect of the Authority Personal Data that will be Processed in and/or transferred to Restricted Countries so as to ensure the Authority's compliance with Data Protection Legislation;
- A1.7.2 in preparing and evaluating such a request, the Parties shall refer to and comply with applicable policies, procedures, guidance and codes of practice produced by the Parties and/or the Information Commissioner in connection with the Processing of Personal Data in (and/or transfer of Personal Data to) any Restricted Countries;
- A1.7.3 the Service Provider shall comply with any written instructions and shall carry out such actions as the Authority may notify in writing when providing its consent to such Processing or transfers, including:
 - A1.7.3.1 incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) into this Contract or a separate data processing agreement between the Parties; and
 - A1.7.3.2 procuring that any sub-contractor or other third party who will be Processing and/or receiving or accessing the Authority Personal Data in any Restricted Countries enters into a data processing agreement with the Service Provider on terms which are equivalent to those agreed between the Authority and the Service Provider in connection with the Processing of Authority Personal Data in (and/or transfer of Authority Personal Data to) any Restricted Countries, and which may include the incorporation of the clauses referred to in A1.7.3.1.
- A1.8 The Service Provider and any sub-contractor (if any), acknowledge:
 - A1.8.1 the importance to Data Subjects and the Authority of safeguarding Authority Personal Data and Processing it

- only in accordance with the Authority's written instructions and the Contract;
- A1.8.2 the loss and damage the Authority is likely to suffer in the event of a breach of the Contract or negligence in relation to Authority Personal Data;
- A1.8.3 any breach of any obligation in relation to Authority Personal Data and/or negligence in relation to performance or non performance of such obligation shall be deemed a material breach of Contract;
- A1.8.4 notwithstanding Clause 27.1.1, if the Service Provider has committed a material breach under Clause A1.8.3 on two or more separate occasions, the Authority may at its option:
- A1.8.4.1 exercise its step in rights pursuant to Clause A16;
- A1.8.4.1 withdraw authorisation for Processing by a specific sub-contractor by immediate written notice; or
- A1.8.4.2 terminate the Contract in whole or part with immediate written notice to the Service Provider.
- A1.9 Compliance by the Service Provider with this Clause A1 shall be without additional charge to the Authority.
- A1.10 The Service Provider shall remain fully liable for all acts or omissions of any sub-contractor.
- A1.11 Following termination or expiry of this Contract, howsoever arising, the Service Provider:
- A1.11.1 may Process the Authority Personal Data only for so long and to the extent as is necessary to properly comply with its non-contractual obligations arising under law and will then comply with Clause A1.11.3;
- A1.11.2 where Clause A1.11.1 does not apply, may Process the Authority Personal Data only for such duration as agreed in Clause A1.2.6 above and following this will then comply with Clauses A1.11.3 and A1.11.4;
- A1.11.3 subject to Clause A1.11.1, shall on written instructions from the Authority either securely destroy or securely and promptly return to the Authority or a recipient nominated by

the Authority (in such usable format as and to the extent the Authority may reasonably require) the Authority Personal Data; or

- A.1.11.4 in the absence of instructions from the Authority after 12 months from the expiry or termination of the Contract securely destroy the Authority Personal Data.
- A1.12 Authority Personal Data may not be Processed following termination or expiry of the Contract save as permitted by Clause A1.11.
- A1.13 For the avoidance of doubt, and without prejudice to Clause A1.11, the obligations in this Clause A1 shall apply following termination or expiry of the Contract to the extent the Party concerned retains or Processes Authority Personal Data.
- A1.14 The indemnity in Clause 19 shall apply to any breach of Clause A1 and shall survive termination or expiry of the Contract.
- A1.15 The Parties' liability in respect of any breach of Clause 23.1 and this Clause A1 insofar as they relate to fines, court awards, settlements and legal costs shall be unlimited.

A2 Not used

A3 Not used

A4 Not used

A5 Not used

A6 Not used

A7 Not used

A8 Not used

A9 Not used

A10 Further Confidentiality Requirements

A10.1 The Service Provider shall:

A10.1.1 at the Authority's request and in any event upon the termination or expiry of the Contract, promptly deliver to the Authority or destroy as the Authority may direct, all documents and other materials in the possession, custody or control of the Service Provider (or the relevant parts of such materials) that bear or incorporate the whole or any part of the Confidential Information and if instructed by the Authority in writing, remove all electronically held Confidential Information, including the purging of all disk-based Confidential Information and the reformatting of all disks; and

A10.1.2 not, except where provided in Clause 24 or with the prior written consent of the Authority, disclose to any person the nature or content of any discussions or negotiations between the Parties relating to the Confidential Information.

A10.2 The Service Provider acknowledges that damages would not be an adequate remedy for any breach of Clauses 24 or A10 and that (without prejudice to all other rights, powers and remedies which the Authority may be entitled to as a matter of law) the Authority shall be entitled to the remedies of injunction, specific performance and other equitable relief to enforce the provisions of Clauses 24 and A10 and no proof of special damages shall be necessary for the enforcement of the provisions of Clauses 24 and A10.

A11 Not used

A12 Option to Extend Duration

A12.1 The Authority has an option, exercisable at its sole discretion, to extend the duration of the Contract for a further period or periods up to a total of 18 months by notice in writing to the Service Provider provided that such notice is served at least one month prior to the expiry of the initial duration of the Contract or the expiry of any previous extension, if later.

A13 Not used

A14 Not used

A15 Not used

A16 Adjustment to Charges (Indexation)

A16.1 In this Clause A16, "**CPI**" shall mean the Consumer Prices Index as published by the Office for National Statistics from time to time, or failing such publication, such other index as the Parties may agree.

A16.2 On and with effect from each anniversary of the Service Commencement Date, the Charges shall be adjusted upwards or downwards (as the case may be) by the amount of the change (if any) in CPI between its rate last published (as final) immediately before such anniversary and its rate published (as final) twelve months before that.

A17 Not used

A18 Transfer of Employees to Service Provider

A18.1 Clause 8.1 shall be deleted and replaced with the following.

A18.2 For the purposes of this Clause A18 and Clause A19, unless the context indicates otherwise, the following expressions shall have the following meanings:

A18.2.1 **“Current Service Provider(s)”** means the provider or providers of services substantially similar to the Services immediately before the Service Commencement Date;

A18.2.2 **“Employment Costs”** means all salaries, wages, commissions, bonuses, holiday pay (including payment for accrued but untaken holiday), sick pay, national insurance contributions, pension contributions made to or on behalf of an employee, taxation (including all income tax deductible under PAYE) and all other emoluments);

A18.2.3 **“Employment Liabilities”** means all costs (including the costs of enforcement), expenses, liabilities (including any tax liability), injuries, damages, awards, compensation, claims, demands, proceedings and legal costs (on a full indemnity basis);

A18.2.4 **“Final Staff List”** has the meaning set out in Clause A19.4;

A18.2.5 **“Further Transfer Date”** means the date on which the Services (or any part of them) cease to be provided by the Service Provider and start to be performed by the Authority or any Replacement Service Provider when (assuming that TUPE applies) the transfer of employment of the Re-Transferring Personnel from the Service Provider to the Authority or any Replacement Service Provider occurs;

A18.2.6 **“Relevant Period”** means the period starting on the earlier of:

the date falling 6 calendar months before the date of expiry of the Contract; or

if the Contract is terminated by either Party in accordance with Clause 27.3 or by the Authority in accordance with Clause 27.1, 27.2, 27.4 or

27.5, the date of the relevant termination notice;

and ending on the Further Transfer Date;

- A18.2.7 **“Replacement Service Provider”** means any replacement supplier or provider to the Authority of the Services (or any part of the Services) and any Sub-Contractor to such replacement supplier or provider;
- A18.2.8 **“Re-Transferring Personnel”** means any Service Provider’s Personnel who are assigned (for the purposes of TUPE) to the relevant Services (or any part of them) immediately before the Further Transfer Date and whose employment contract will transfer to the Authority or the Replacement Service Provider pursuant to TUPE with effect from the Further Transfer Date;
- A18.2.9 **“Staff List”** has the meaning set out in Clause A19.1;
- A18.2.10 **“Staffing Information”** has the meaning set out in Clause A19.1;
- A18.2.11 **“Sub-Contractor”** means any subcontractor to the Current Service Provider(s), the Service Provider or the Replacement Service Provider as the context dictates which is engaged in the provision of the Services or any part of them (or services substantially similar to the Services or any part of them) and includes the sub-contractor of any such sub-contractor;
- A18.2.12 **“Transfer of Services”** means the transfer of the provision of the Services from the Current Service Provider and any Sub-Contractor to the Service Provider and any Sub-Contractor;
- A18.2.13 **“Transferring Staff”** means such employees of the Current Service Provider(s) (and its Sub-Contractors) as are assigned (for the purposes of TUPE) to the Services; and
- A18.2.14 **“TUPE”** means the Transfer of Undertakings (Protection of Employment) Regulations 2006.
- A18.3 It is understood and acknowledged by the Parties that TUPE may apply to the Transfer of Service and accordingly, if it does, then pursuant to TUPE, the contracts of employment between the Current Service Provider and any Sub-Contractor and any Transferring Staff will have effect from the Contract Commencement Date as if originally made between the Service Provider (or its Sub-Contractor(s)) and the

Transferring Staff (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be subject to the provisions of Clause A18.4).

A18.4 The Service Provider will provide the Transferring Staff with access to a pension scheme in accordance with the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 and TUPE with effect from the Contract Commencement Date.

A18.5 The Parties agree that all Employment Costs in respect of the Transferring Staff will be allocated as follows:

A18.5.1 the Current Service Provider(s) will be responsible for any Employment Costs relating to the period up to the Contract Commencement Date; and

A18.5.2 the Service Provider will be responsible for any Employment Costs relation to the period on and after the Contract Commencement Date,

and Employment Costs will if necessary be apportioned on a time basis between the Current Service Provider(s) and the Service Provider, regardless of when such sums fall to be paid.

A18.6 The Authority warrants to the Service Provider that none of the Authority's employees will transfer to the Service Provider under TUPE as a result of the Transfer of Service.

A18.7 The Service Provider will indemnify and keep indemnified the Authority and the Current Service Provider(s) (and its Sub-Contractors) from and against all Employment Liabilities which the Authority or the Current Service Provider(s) (or its Sub-Contractors) incur or suffer arising out of or in connection with:

A18.7.1 any act or omission by or on behalf of the Service Provider (or its Sub-Contractors) in respect of any person employed or engaged by it (or its Sub-Contractors) (including the Transferring Staff) on or after the Contract Commencement Date;

A18.7.2 any failure by the Service Provider (or its Sub-Contractors) to comply with Regulation 13 of TUPE in relation to the Transfer of Services;

A18.7.3 any claim brought or other action taken by or on behalf of any of the Transferring Staff which arises from or in connection with (directly or indirectly) any act or omission or communication made to the Transferring Staff by the

Service Provider (or its Sub-Contractors) before the Contract Commencement Date;

A18.7.4 the employment or termination of employment by the Service Provider (or its Sub-Contractors) of any Transferring Staff on or after the Contract Commencement Date;

A18.7.5 any actual or proposed changes by the Service Provider (or its Sub-Contractors) to the terms and conditions of employment or working conditions of any of the Transferring Staff which are or are alleged to be to the detriment of any of the Transferring Staff.

A18.8 The Service Provider will provide the Current Service Provider(s) (or its Sub-Contractors), as soon as practicable, but in any event in good time before the Contract Commencement Date with all information which the Current Service Provider (or its Sub-Contractors) may reasonably require to enable it to comply with its information and consultation obligations under TUPE and, if requested, will confirm to the Authority when it has done so and provide a copy to the Authority.

A18.9 The Service Provider warrants and undertakes to the Authority that all information given to the Current Service Provider(s) (or its Sub-Contractors) regarding the Transferring Staff and any measures it proposes to take in relation to them is and will be full and accurate in all respects.

A18.10 Clause 31.1 shall be amended so that benefits conferred on the Current Service Provider or its Sub-Contractors under this Clause A18 shall be enforceable by them.

A19 Transfer of Employees on Expiry or Termination

A19.1 The Service Provider will promptly provide (and procure that its Sub-Contractors provide) when requested by the Authority (but not more than twice in any 12 month period) and not more than 7 days after the date of any notice to terminate this Contract given by either Party, the following information to the Authority:

A19.1.1 an anonymised list of current Service Provider's Personnel and employees and workers of its Sub-Contractors engaged in the provision of the Services (each identified as such in the list) (the "**Staff List**");

A19.1.2 such of the information specified in Appendix 1 to this Clause A19 as is requested by the Authority in respect of each individual included on the Staff List;

A19.1.3 in the situation where notice to terminate this Contract has been given, an anonymised list of any persons who are materially engaged or have been materially engaged during the preceding six months in the provision of the Services, whom the Service Provider considers will not transfer under TUPE for any reason whatsoever together with details of their role and the reasons why the Service Provider thinks such persons will not transfer,

such information together being the "**Staffing Information**".

A19.2 The Service Provider will notify the Authority as soon as practicable and in any event within 5 days of the Service Provider becoming aware of any additional or new Staffing Information and any changes to any Staffing Information already provided.

A19.3 The Service Provider warrants to the Authority that any Staffing Information which it supplies (including any copies of it) is complete and accurate in all respects and will be kept complete and accurate.

A19.4 Subject to Clause A19.5, the Service Provider will provide the Authority with a final Staff List (the "**Final Staff List**") and Staffing Information relating to persons on that list not less than 28 days before the Further Transfer Date.

A19.5 If the Contract is terminated by either Party in accordance with Clause 27.3 or by the Authority in accordance with Clause 27.1, 27.2, 27.4 or 27.5 then the Final Staff List will be provided by the Service Provider to the Authority as soon as practicable and no later than 14 days after the date of termination of the Contract.

A19.6 The Service Provider warrants that as at the Further Transfer Date:

- A19.6.1 the Final Staff List and the Staffing Information relating to persons on that list will be complete and accurate;
 - A19.6.2 the Final Staff List will identify all actual and potential Re-Transferring Personnel; and
 - A19.6.3 it will have disclosed all terms and conditions of employment or engagement and other Staffing Information relating to the Re-Transferring Personnel to the Authority.
- A19.7 During the Relevant Period the Service Provider will not and will procure that its Sub-Contractors do not without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed):
- A19.7.1 terminate or give notice to terminate the employment or engagement or replace the persons listed on the most recent Staff List or any Re-Transferring Personnel (save for any termination for gross misconduct, provided that the Authority is informed promptly of such termination);
 - A19.7.2 deploy or assign any other person to perform the Services who is not included on the most recent Staff List other than temporarily and in the ordinary course of business;
 - A19.7.3 make, propose or permit any changes to the terms and conditions of employment or engagement of any persons listed on the most recent Staff List or any Re-Transferring Personnel;
 - A19.7.4 increase to any significant degree the proportion of working time spent on the Services by any of the Service Provider's Personnel other than temporarily and in the ordinary course of business; or
 - A19.7.5 introduce any new contractual or customary practice (including for the avoidance of doubt any payments on termination of employment) applicable to any person listed on the most recent Staff List or any Re-Transferring Personnel.
- A19.8 The Service Provider will promptly notify the Authority of any notice of resignation received from any person listed on the most recent Staff List or the Final Staff List (if any) during the Relevant Period regardless of when such notice takes effect.
- A19.9 The Service Provider agrees that the Authority will be permitted to disclose any information provided to it under this Clause A19 in anonymised form to any person who has been invited to tender for the provision of the Services (or similar services) and to any third party

engaged by the Authority to review the delivery of the Services and to any Replacement Service Provider.

A19.10 If TUPE applies on the expiry or termination of the Contract, on the termination or variation of any Service or any part of such a Service, or on the appointment of a Replacement Service Provider, the following will apply:

A19.10.1 The contracts of employment of the Re-Transferring Personnel will have effect from the Further Transfer Date as if originally made between the Re-Transferring Personnel and the Authority or Replacement Service Provider (or its Sub-Contractor) (as appropriate) (except in relation to occupational pension scheme benefits excluded under Regulation 10 of TUPE which will be treated in accordance with the provisions of the Pensions Act 2004 and the Transfer of Employment (Pensions Protection) Regulations 2005).

A19.10.2 During the Relevant Period the Service Provider will:

A19.10.2.1 provide the Authority or Replacement Service Provider (as appropriate) with access to such employment and payroll records as the Authority or Replacement Service Provider (as appropriate) may require to put in place the administrative arrangements for the transfer of the contracts of employment of the Re-Transferring Personnel to the Authority or Replacement Service Provider (as appropriate);

A19.10.2.2 allow the Authority or Replacement Service Provider (as appropriate) to have copies of any of those employment and payroll records;

A19.10.2.3 provide all original employment records relating to the Re-Transferring Personnel to the Authority or Replacement Service Provider (as appropriate); and

A19.10.2.4 co-operate with the Authority and any Replacement Service Provider in the orderly management of the transfer of employment of the Re-Transferring Personnel.

If the Re-Transferring Personnel are employed or engaged by Sub-Contractors, the Service Provider will procure such

Sub-Contractors provide the Authority or Replacement Service Provider (as appropriate) with the same level of access, information and cooperation.

A19.10.3 The Service Provider warrants to each of the Authority and the Replacement Service Provider that as at the Further Transfer Date no Re-Transferring Personnel (except where the Service Provider has notified the Authority and the Replacement Service Provider (if appointed) in writing to the contrary) to the Service Provider's knowledge:

A19.10.3.1 is under notice of termination;

A19.10.3.2 is on long-term sick leave;

A19.10.3.3 is on maternity, parental or adoption leave;

A19.10.3.4 has committed any serious security breach or engaged in any serious fraudulent activity or misconduct amounting to a breach of any regulations;

A19.10.3.5 is entitled or subject to any additional terms and conditions of employment other than those disclosed to the Authority or Replacement Service Provider (as appropriate);

A19.10.3.6 is or has been within the previous two years the subject of formal disciplinary proceedings;

A19.10.3.7 has received a written warning (other than a warning that has lapsed);

A19.10.3.8 has taken or been the subject of a grievance procedure within the previous two years; or

A19.10.3.9 has objected, or has indicated an intention to object, in accordance with TUPE to his or her employment transferring to the Authority or Replacement Service Provider (as appropriate) under TUPE.

A19.10.4 The Service Provider undertakes to each of the Authority and any Replacement Service Provider that it will (and will procure that its Sub-Contractors will):

A19.10.4.1 continue to perform and observe all of its obligations under or in connection with the

contracts of employment of the Re-Transferring Personnel and any collective agreements relating to the Re-Transferring Personnel up to the Further Transfer Date;

A19.10.4.2 pay to the Re-Transferring Personnel all Employment Costs to which they are entitled from the Service Provider or any Sub-Contractor which fall due in the period up to the Further Transfer Date;

A19.10.4.3 to pay to the Authority or the Replacement Service Provider (as appropriate) within 7 days of the Further Transfer Date any apportioned sum in respect of Employment Costs as set out in Clause A19.10.5; and

A19.10.4.4 to comply in all respects with its information and consultation obligations under TUPE and to provide to the Authority or Replacement Service Provider (as appropriate) such information as the Authority or Replacement Service Provider may request in order to verify such compliance.

A19.10.5 The Parties agree that all Employment Costs in respect of the Re-Transferring Personnel will be allocated as follows:

A19.10.5.1 the Service Provider will be responsible for any Employment Costs relating to the period up to the Further Transfer Date;

A19.10.5.2 the Authority or (where appointed) any Replacement Service Provider will be responsible for the Employment Costs relating to the period on and after the Further Transfer Date,

and will if necessary be apportioned on a time basis (regardless of when such sums fall to be paid).

A19.10.6 The Service Provider will indemnify and keep indemnified each of the Authority and any Replacement Service Provider from and against all Employment Liabilities which the Authority or the Replacement Service Provider incurs or suffers arising directly or indirectly out of or in connection with:

A19.10.6.1 any failure by the Service Provider to comply with its obligations under this Clause A19.10;

A19.10.6.2 any act or omission by or on behalf of the Service Provider (or its Sub-Contractors) in respect of the Re-Transferring Personnel whether occurring before on or after the Further Transfer Date;

A19.10.6.3 any failure by the Service Provider (or its Sub-Contractors) to comply with Regulation 13 of TUPE (except to the extent that such failure arises from a failure by the Authority or the Replacement Service Provider to comply with Regulation 13 of TUPE);

A19.10.6.4 any claim or demand by HMRC or any other statutory authority in respect of any financial obligation including but not limited to PAYE and national insurance contributions in relation to any Re-Transferring Personnel to the extent that such claim or demand relates to the period from the Contract Commencement Date to the Further Transfer Date;

A19.10.6.5 any claim or demand or other action taken against the Authority or any Replacement Service Provider by any person employed or engaged by the Service Provider (or its Sub-Contractors) (other than Re-Transferring Personnel included on the Final Staff List) who claims (whether correctly or not) that the Authority or Replacement Service Provider has inherited any liability from the Service Provider (or its Sub-Contractors) in respect of them by virtue of TUPE.

A19.11 If TUPE does not apply on the expiry or termination of the Contract, the Service Provider will remain responsible for the Service Provider Personnel and will indemnify and keep indemnified the Authority against all Employment Liabilities which the Authority incurs or suffers arising directly or indirectly out of or in connection with the employment or termination of employment of any of the Service Provider Personnel or former Service Provider Personnel.

A19.12 The Service Provider will procure that whenever the Authority so requires on reasonable notice at any time during the continuance in force of this Contract and for 2 years following the date of expiry or earlier termination of the Contract the Authority will be given reasonable access to and be allowed to consult with any person, consultant or employee who, at that time:

A19.12.1 is still an employee or sub-contractor of the Service Provider or any of the Service Provider's associated companies; and

A19.12.2 was at any time employed or engaged by the Service Provider in order to provide the Services to the Authority under this Contract,

and such access and consultation will be provided on the first occasion free of charge and thereafter be charged at reasonable rates for the time spent by the Service Provider or its employees or Sub-Contractors on such consultation. The Service Provider will use all reasonable endeavours to procure that such persons co-operate with the Authority's requests.

A19.13 Clause 31.1 shall be amended so that benefits conferred on the Replacement Service Provider under this Clause A19 shall be enforceable by them.

Appendix 1 to Clause A19

Information to be provided in respect of those on the Staff List

- Amount of time spent on the Services (or any part of the Services specified by the Authority)
- Date of birth
- Role Title/Designation and Role Profile
- Annual Salary £
- Bonus and Commission Amount and Frequency
- Pay Frequency and Date
- Overtime - Contractual or Non Contractual and Rates
- Contractual Working Hours
- Contract Type - Permanent/Temporary
- Geographical Area Of Work/Location
- Commencement of Employment Date
- Continuous Service Date
- Car Allowance
- Pension Contributions
 - 1) Employer
 - 2) Employee
 - Including additional information on:
 - who were originally employees of the Authority;
 - who were members of (or eligible to become members of) the TfL Pension Fund / The Local Government Pension Scheme for England and Wales/The Principal Civil Service Pension Scheme;

- whose employment transferred from the Authority to the Service Provider under TUPE; and
 - who were entitled to broadly comparable benefits under the Current Contractor's Scheme
- Details of the relevant employee representative body or bodies and relevant collective agreements
- Date of Annual Pay Award
- Annual Leave Entitlement
- Contractual Notice Period
- Public Holiday/Concessionary Days Entitlement
- Sickness Entitlement (in 12 month rolling period)
- Salary/wage increases pending
- Eligibility for enhanced redundancy pay and any other contractual or non-contractual termination of severance arrangements (including methods of calculation)
- Details of any other benefits provided, whether contractual or non-contractual
- Copy of employment contract or applicable standard terms and employee handbook
- Any loans or educational grants
- For those employees who are foreign nationals the country of citizenship, immigrant status and all documentation required by law to demonstrate a right to work in the United Kingdom
- Information on any disciplinary or grievance procedure taken against or by an employee in the two years immediately preceding the information being provided
- Information about any tribunal claims in the immediately preceding two years or whether there are reasonable grounds to believe a claim may be brought
- Department and place on organisation chart
- Average absence due to sickness
- Training and competency records

A20 Cost Summary

Clauses 5.2, 5.3 and 5.4 shall be deleted and replaced with the following:

A20.1 At the end of each 4-week period (or such other period as may be specified in accordance with Clause 5.1) (the “**Payment Period**”), the Service Provider shall submit to the Contract Manager a cost summary in respect of the Charges for that Payment Period (“**Cost Summary**”).

A20.2 Each Cost Summary shall:

A20.2.1 contain all information required by the Authority including the Contract Reference Number, SAP order number, the Authority Account Details, the Service Provider’s name and address and a brief description of the Services provided during the Payment Period to which such Cost Summary relates;

A20.2.2 be clear, concise, accurate and adequately descriptive to avoid delays in processing and subsequent payment;

A20.2.3 identify any additional charges by virtue of a variation pursuant to Clause 32; and

A20.2.4 show VAT separately.

A20.3 If the Authority considers that the Charges claimed by the Service Provider in any Cost Summary (or revised Cost Summary) have:

A20.3.1 been correctly calculated and that such Cost Summary is otherwise correct, the Authority shall notify the Service Provider of its approval within 10 Business Days of receipt of such Cost Summary and the Service Provider shall submit an invoice in respect of such Cost Summary. Each invoice shall contain the SAP order number and any other information reasonably required by the Authority in respect of such invoice. The Service Provider shall send each invoice to the address set out in Schedule 1 and (subject to the provisions of any related guarantee and Clause 18) payment of the approved amount shall be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Authority may choose from time to time within 30 days of receipt of such invoice or such other time period as may be specified in Schedule 1;

A20.3.2 not been calculated correctly and/or if the Cost Summary contains any other error or inadequacy, the Authority shall notify the Service Provider within 10 Business Days of receipt of such Cost Summary and the Parties shall work

together to resolve the error or inadequacy. Upon resolution, the Service Provider shall submit a revised Cost Summary to the Authority. Any loss and/or additional expenses incurred by the Service Provider in correcting and/or re-submitting any Cost Summary shall be at the Service Provider's expense.

A21 Not used

A22 Not used

A23 Offers of Employment (Non-solicitation)

A23 For the duration of the Contract and for a period of 6 months after expiry or termination of the Contract, the Service Provider shall not employ or offer employment to any Authority Group employees who have been associated with the provision of the Services by the Service Provider without the Authority's prior written consent. Any breach of this Clause shall render the Service Provider liable to pay to the Authority a sum equal to the basic salary payable to the employee by the Service Provider during the first 6 months of new employment.

A24 Not used

A25 Consultancy - Disclaimer Clause

A25.1 For the purpose of Clause A25.2, “**Report**” means any report, paper or document prepared by the Service Provider for the Authority as part of or in the course of providing the Services or as otherwise requested by the Authority in connection with the Services.

A25.2 The Service Provider agrees that it shall not restrict, or attempt to restrict, its liability or include, or attempt to include, any exclusion, limitation or disclaimer of any or all of its liability in relation to its responsibility for the Report, either in the Report or elsewhere. The Service Provider expressly acknowledges that any exclusion, limitation, disclaimer or restriction of its liability in relation to its responsibility for the Report or any attempt to exclude, limit, disclaim or restrict its liability in relation to its responsibility for the Report will not have any effect.

A26 Not used

A27 Not used

A28 Not used

A29 Equality, Diversity and Inclusion

A29.1 For the purposes of this Clause A29, unless the context indicates otherwise, the following expressions shall have the following meanings:

- | | |
|-----------------------------|--|
| “EDI Action Plan” | means the strategic equality, diversity and inclusion action plan as negotiated and agreed by the Parties and attached to this Clause A29 at Appendix 2; and |
| “EDI Policy” | means a written policy setting out how a Service Provider will promote equality, diversity and inclusion; |
| “Equality Statement” | means a short written statement setting out how a Service Provider will embed equality, diversity and inclusion in its performance of the Contract; and |
| “Minimum Records” | means all information relating to the Service Provider's performance of and compliance with Clause A29 and the adoption and implementation of an EDI Action Plan, by each subcontractor and, where applicable, subject to the provisions of Clause A29.3, indirect subcontractor, of the Service Provider. |

EDI Policy

A29.2 From the Contract Commencement Date, the Service Provider shall provide the Authority with a copy of its EDI Policy. The Service Provider shall keep its EDI Policy under review for the duration of the Contract and shall provide the Authority with any such revised EDI Policy once available.

EDI Action Plan

A29.3 Where a contract has a contract value of over £5 million and for the duration of the Contract, the Service Provider shall comply with the agreed EDI Action Plan and shall procure that each of its subcontractors:

A29.3.1 adopts and implements; and

A29.3.2 in respect of indirect subcontractors, uses reasonable endeavours to procure that those indirect subcontractors adopt and implement, a strategic equality and diversity plan in respect of their respective employees engaged in the performance of the Contract which is at least as extensive in scope as that agreed with the Authority and set out in the EDI Action Plan.

Equality Statement

A29.4 Where a Contract has a total value over £1 million, the Service Provider shall submit and keep under review an Equality Statement setting out how they will embed equality, diversity and inclusion in the performance of the Contract.

Monitoring and Reporting

For the purposes of this clause, “BAME”, “disabled”, “diversity” and “SMEs” have the meanings set out in Appendix 1 to this Clause A29.

A29.5 Subject to Clause A29.3, the Service Provider shall use reasonable endeavours to provide the Authority on the date of this Contract and subsequently every 12 months from that date or such other frequency as the Authority may reasonably request, with the following information:

A29.5.1 an annual report on performance and compliance with the equality, diversity and inclusion provisions as set out in Clause A29.3. The annual report should set out:

- (a) the performance of the Service Provider over the past 12 months in relation to the EDI Action Plan;
- (b) employee breakdown: the proportion of its employees engaged in the performance of the Contract to the extent reasonably possible, the employees of its subcontractors or indirect subcontractors engaged pursuant to the terms of the relevant subcontracts in the performance of the Contract who are:
 - of non-white British origin or who classify themselves as being non-white British;
 - female;
 - from the local community;

- disabled;
- (c) expenditure breakdown: a statement broken down by activity and material type of how they have used and how much has been spent with:
- Small and Medium Enterprises;
 - BAME businesses;
 - suppliers from other under-represented or protected groups;
 - suppliers demonstrating a diverse workforce composition.

A29.6 Progress and approval (where due) of actions will be monitored via four weekly (or as otherwise agreed) progress meetings with the Authority. The Service Provider shall provide a written update prior to the progress meetings and should request additional meetings (if necessary) with the Authority to discuss progress or seek sign-off for completed actions.

A29.7 The Service Provider shall ensure at all times that it complies with the requirements of the Data Protection Act 2018 in the collection and reporting of the information to the Authority pursuant to Clause A29.5.

EDI Audit

A29.8 The Authority or its nominee may from time to time undertake any audit or check of any and all information regarding the Service Provider's compliance with Clause A29. The Authority's rights pursuant to this clause shall audit of include any and all documents and records of the Service Provider and its subcontractors and, where applicable, subject to the provisions of Clause A29.3, indirect subcontractors, and shall include the Minimum Records.

A29.9 The Service Provider shall maintain and retain the Minimum Records for a minimum of 6 years from the termination or expiry of the Contract. The Service Provider shall procure that each of its subcontractors and, where applicable subject to the provisions of Clause A29.3, indirect subcontractors, shall maintain and retain records equivalent to the Service Provider's Minimum Records for a minimum of 6 years from the termination or expiry of the Contract. The Service Provider shall procure that each subcontract between it and its subcontractors and, where applicable, subject to the provisions of Clause A29.3, each subcontract between its subcontractors and any indirect subcontractors of the Service Provider, shall contain rights of audit in favour of and enforceable by the Authority substantially

equivalent to those granted by the Service Provider pursuant to Clause A29.

A29.10 The Authority shall use reasonable endeavours to co-ordinate its audits and to manage the number, scope, timing and method of undertaking audits so as to ensure that the Service Provider and each subcontractor is not, without due cause, disrupted or delayed in the performance of its obligations under the Contract and each relevant subcontract.

A29.11 The Service Provider shall promptly provide, and procure that its subcontractors and, where applicable subject to the provisions of Clause A29.3, indirect subcontractors, promptly provide all reasonable co-operation in relation to any audit or check including, to the extent reasonably possible in each particular circumstance:

A29.11.1 granting or procuring the grant of access to any premises used in the Service Provider's performance of the Contract or in its relevant subcontractor or indirect subcontractor's performance of its subcontract, whether the Service Provider's own premises or otherwise;

A29.11.2 granting or procuring the grant of access to any equipment (including all computer hardware and software and databases) used (whether exclusively or non-exclusively) in the performance of the Service Provider's or the relevant subcontractor or indirect subcontractor's obligations specified in Clause A29.3, wherever situated and whether the Service Provider's own equipment or otherwise; and

A29.11.3 complying with the Authority's reasonable requests for access to senior personnel engaged in the Service Provider's performance of the Contract or the relevant subcontractor or indirect subcontractor's performance of its subcontract.

Gender Neutral Language

A29.12 For the duration of the Contract, the Service Provider shall endeavour to employ gender-neutral language in all communications relating to the Contract, including but not limited to communications with job applicants, employees, apprentices, contractors, customers and members of the public. Gender-neutral language includes avoidance of male or female pronouns and male or female forms of job titles where unnecessary.

Appendix 1 to Clause A29 - Equality, Diversity and Inclusion Definitions

Definitions and terminology	Meaning
Black Asian and Minority Ethnic (BAME) Groups	Ethnic groups who have a common experience of discrimination based on their skin colour or ethnic origin. Individuals may self-identify in different ways but BAME is the collective term used by TfL to describe people who may have this range of experiences.
Disability	Physical or mental impairment that has a 'substantial' and 'long-term' negative effect on a person's ability to do normal daily activities.
Diversity	Recognising, respecting and valuing a wide set of differences and understanding that an individual's opportunities are impacted by characteristics beyond those protected by legislation, e.g. class, family background, political views, union membership etc.
Equality	<p>Recognising and respecting differences, including different needs, to ensure that everyone:</p> <ul style="list-style-type: none"> • can live their lives free from discrimination; • knows their rights will be protected; and • has what they need to succeed in life. <p>Equality is about ensuring equality of opportunity by tackling the barriers that some groups face and making London fairer by narrowing the social and economic divides that separate people. The characteristics protected by equality legislation are age, disability, gender, gender reassignment, ethnicity, pregnancy and maternity, religion and/or belief and sexual orientation.</p>
Equality Impact Assessments (EqIA)	As a public body, TfL is bound by the Public Sector Equality Duty (PSED) under the Equality Act 2010. An EqIA is a tool used to demonstrate that TfL has met its PSED duties. Like a risk assessment process, an EqIA is a process that helps TfL to make more inclusive decisions and to make sure that TfL's programmes, policies, projects and the way TfL designs, builds and operates services works well for TfL staff and customers.
Ethnicity	An individual's identification with a group sharing any or all of the following: nationality, lifestyles, religion, customs and language.
Gender	The social differences between women and men that have been learned are changeable over time and have wide variations both within and between cultures. The term is often used to differentiate from 'sex', a term referring to biological differences. It is important to note that some people consider themselves to be 'gender fluid' (someone whose sense of their gender may vary) or 'gender non-binary' (someone who does not wish to be

	defined as male or female).
Gay	Refers to a man who has a romantic and/or sexual orientation towards men. Also a generic term for lesbian and gay sexuality - some women define themselves as gay rather than lesbian.
Inclusion	Removing barriers and taking steps to create equality, harness diversity and produce safe, welcoming communities and cultures that encourage innovative and fresh ways of thinking and allow people to speak up, especially to suggest where things could be done better.
Inclusive Design	Creating environments which everyone can use to access and benefit from the full range of opportunities available, confidently, independently, with choice and dignity, which avoids separation or segregation and is made up of places and spaces that acknowledge diversity and difference, meeting the needs of everyone in society.
Pay gap	Difference between the average pay of two different groups of people, for example men and women, or groups from different ethnic backgrounds.
Sexual Orientation	A person's emotional, physical and/or sexual attraction, and the expression of that attraction.
Supplier Diversity	<p>Diverse suppliers are from one of the following five categories:</p> <p>1. Small and Medium Enterprises (SMEs).</p> <p>A small enterprise is a business which has both 0-49 full-time equivalent employees and either:</p> <ul style="list-style-type: none"> • turnover per annum of no more than £5.6 million net (or £6.72 million gross) in the last financial year; or • balance sheet total of no more than £2.8 million net (£3.36 million gross). <p>A medium enterprise is a business which has both 50-249 full-time equivalent employees and either;</p> <ul style="list-style-type: none"> • turnover per annum of no more than £22.8 million net (or £27.36 million gross) in the last financial year; or • balance sheet total of no more than £11.4 million net (or £13.68 million gross). <p>2. A minority-led business is a business which is 51% or more owned by members of one or more BAME 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 those</p>

	<p>taken from the census:</p> <table border="1" data-bbox="523 264 1209 898"> <thead> <tr> <th data-bbox="523 264 756 304">Ethnic group</th> <th data-bbox="756 264 1209 304">Racial Origin</th> </tr> </thead> <tbody> <tr> <td data-bbox="523 304 756 378">White British</td> <td data-bbox="756 304 1209 378">Irish Any other White background</td> </tr> <tr> <td data-bbox="523 378 756 528">Mixed</td> <td data-bbox="756 378 1209 528">White & Black Caribbean White & Black African White & Asian Any other Mixed background</td> </tr> <tr> <td data-bbox="523 528 756 678">Asian or Asian British</td> <td data-bbox="756 528 1209 678">Indian Pakistani Bangladeshi Any other Asian background</td> </tr> <tr> <td data-bbox="523 678 756 786">Black or Black British</td> <td data-bbox="756 678 1209 786">Caribbean African Any other Black background</td> </tr> <tr> <td data-bbox="523 786 756 898">Chinese or other Ethnic Group</td> <td data-bbox="756 786 1209 898">Chinese Any other ethnic group</td> </tr> </tbody> </table> <p data-bbox="1230 779 1361 920">3. A supplier from</p> <p data-bbox="571 927 1361 1037">an under-represented group which is 51% or more owned by members of one or more of the following groups (where not covered by previous definitions):</p> <ul data-bbox="580 1043 1134 1272" style="list-style-type: none"> • women; • disabled people; • lesbians, gay men, bisexual people; • trans people; • older people (aged 60 or over); and • younger people (aged 24 or under). <p data-bbox="523 1308 1361 1563">4. 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).</p> <p data-bbox="523 1599 1361 1816">5. Suppliers demonstrating a diverse workforce composition are those with 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 above.</p>	Ethnic group	Racial Origin	White British	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
Ethnic group	Racial Origin												
White British	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												
Trans or transgender	Current terminology for people who do not want to live as the sex they were assigned at birth.												
Young adults, children and young people	<p data-bbox="523 1895 1361 1966">Young adults are people aged 16 to 24, whether in education or employment.</p> <p data-bbox="523 2002 1361 2040">Children and young people can be further subdivided into:</p>												

	<p>i) Young children – those that use the transport network escorted by parents or carers.</p> <p>ii) School children – those, usually aged between 11-16 at secondary school, that use the transport network independently or with members of their peer group.</p>
--	--

A30 Payment Card Industry Data Security Standard

A30.1 For the purposes of this Clause A30, unless the context indicates otherwise, the following expressions shall have the following meanings:

“PCI DSS” has the meaning given to it in Clause A30.2;

“QSA” has the meaning given to it in Clause A30.2.1.

A30.2 If the Service Provider Processes payment card data under the Contract, it shall ensure that it is and that its internal processes and procedures, information technology systems and any equipment that it provides or is provided on its behalf pursuant to this Contract are compliant with the Payment Card Industry Data Security Standard as updated from time to time (**“PCI DSS”**). In addition the Service Provider shall:

A30.2.1 at least once every 12 months appoint a PCI DSS Qualified Security Assessor (**“QSA”**) to validate that the Service Provider is compliant with (including as set out above) PCI DSS when providing the Services;

A30.2.2 without prejudice to any other audit and inspection rights that the Authority has under this Contract, provide the Authority with copies of any reports and other documents provided by or to the QSA in respect of each such validation; and

A30.2.3 where the QSA recommends that certain steps should be taken by the Service Provider, promptly take those steps and demonstrate to the Authority that those steps have been taken without charge to the Authority.

A31 Not used

SCHEDULE 3 – SPECIFICATION



The Specification

Fleet Operator Recognition Scheme (FORS) – Governance and Standards

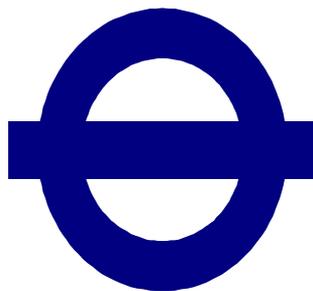




TABLE OF CONTENTS

0. ORGANISATIONAL OVERVIEW	3
0.1 Transport for London (TfL)	3
0.2 City Planning	4
0.3 Freight and Servicing Action Plan	4
0.4 Background	5
1. Requirement	7
1.1 General requirement	7
1.2 Objectives	7
1.3 Specific requirements.....	7
2. Service level agreements (sla's) / key performance indicators (kpis)	15
2.1 Service Level Agreements	15
2.2 Key Performance Indicators	17

0. ORGANISATIONAL OVERVIEW

0.1 Transport for London (TfL)

TfL was created in 2000 as the integrated body responsible for London's transport system. TfL is a functional body of the Greater London Authority. Its primary role is to implement the Mayor of London's Transport Strategy and manage transport services to, from and within London.

TfL manages London's buses, the Tube network, Docklands Light Railway, Overground and Trams. TfL also runs Santander Cycles, London River Services, Victoria Coach Station, the Emirates Air Line and London Transport Museum. As well as controlling a 580km network of main roads and the city's 6,000 traffic lights, TfL also regulates London's taxis and private hire vehicles and the Congestion Charge scheme.

Further background on what TfL does can be found on the TfL website here:

<https://tfl.gov.uk/corporate/about-tfl/what-we-do>

0.2 City Planning

TfL's City Planning Directorate (CPD) is responsible for co-ordinating and directing freight activity across TfL. London's growth is leading to an increase in the freight and fleet traffic needed to serve the Capital's growing economy. CPD's programmes engage with the freight industry – operators and the businesses they serve – to maximise opportunities for changing behaviour, minimise impact on the road network, reduce freight's impact on the environment and increase levels of compliance and safety.

0.3 Freight and Servicing Action Plan

The Freight and Servicing Action Plan (2019) provides clarity on future policies and sets out the actions that can be taken now and in the future to support safe, clean and efficient freight operations. These actions are fundamental to achieving the Mayor's vision for London – a city which is better to live and work in for all Londoners.

This action plan is one of a number of subsidiary documents to the Mayor's Transport Strategy, which include the Cycling Action Plan, Walking Action Plan and Vision Zero Action Plan, as well as our plans for the public transport system.

Together, they form a comprehensive approach to making transport in London more active, efficient and sustainable, presenting the latest evidence and outlining the transformational changes that will be delivered on our streets.

<http://content.tfl.gov.uk/freight-servicing-action-plan.pdf>

0.4 Background

FORS is a key project arising from the 2007 London Freight Plan. Developed in partnership with industry, FORS aims to improve the safety and efficiency of the road freight sector.

FORS is a TfL owned accreditation scheme which requires freight and fleet operators to meet specific safety and environmental standards that are above and beyond the legal minimum. Embedded in procurement contracts, FORS allows operators to compete on quality and not just cost and encourages progressive operational, management, driver and vehicle improvements.

Through standards, accreditation and the promotion of good practice, FORS has helped drive safer, greener and more efficient road fleet operations. It also provides operators with advice, guidance and support through toolkits, training, networking and case studies. The scheme awards bronze, silver and gold accreditation to road fleet operators that provide evidence of safety and environmental performance.

FORS provides a support package to help operators to achieve the required standards and has also acted as a key mechanism for TfL to engage with freight and commercial fleet operators.

The FORS standards are in line with the Mayor's Transport Strategy; and issue-specific plans such as the Vision Zero action plan and the Freight and Servicing Action Plan.

Accreditation is achieved through a physical annual audit against the FORS standards, which then needs to be re-approved annually for operators to maintain accreditation. Due to this rigorous approach, FORS is now recognised by clients of fleet operators, to demonstrate the management of work related road risk in contracts, particularly across the construction industry. Since its launch in 2008 the scheme has progressively earned a reputation as a quality benchmark across the road transport industry.

Due to the scheme's success and growth outside of London, it was decided in 2013 to seek a concessionaire to commercialise, continue to operate and grow the scheme outside of London. In 2014 following a competitive procurement exercise, AECOM were awarded the contract.

The current concessionaire contract was varied in September 2019 to exclude the Governance and Standards element that is specified in this document and runs until 9 January 2022

Therefore there will be an initial period of contract mobilisation, transition and implementation of the Governance and Standards element which is planned to be completed before mid 2020.

FORS has continued to grow since the appointment of the concessionaire and today has over 5,000 accredited operators, consisting of over 110,000 vehicles. There are now accredited operators across 17 countries and FORS is seen as international best practice.

A breakdown from March 2020 of accredited company locations shows:

Operating location	Number of Operating Centres
London	2896
UK, outside London	9633
Mainland Europe	57

FORS also enables TfL to positively engage with freight and fleet businesses and to work with industry to deliver positive behaviour change. These changes not only meet London's objectives but benefit operators, their clients and other road users. As such, TfL is committed to the ongoing delivery of FORS.

1. REQUIREMENT

1.1 General requirement

1.2 Objectives

The Service Provider will manage the Governance and Standards tasks associated with FORS.

The overarching objective is for FORS to continue to be regarded as a credible industry benchmark that is internationally accessible by the setting/maintaining of the FORS standard and ensuring due processes of interaction and decision-making are followed.

This is achieved by ensuring:

- a. All tasks within FORS are undertaken in accordance with its operational procedures
- b. The FORS Standard remains aligned to legislation, industry best practice and key priorities such as improving road safety, operator compliance and environmental performance
- c. The Governance Standards and Advisory Group (GSAG), Working/Executive Groups and appeals boards are independent, transparent and respected

The Service Provider shall be independent of the suppliers of the administration and auditing associated with the scheme. Although the Service Provider must be independent, it will be required to collaborate, challenge and engage with administration and audit providers including but not limited to acting as an independent adjudicator within the certification, auditing and compliance appeal processes.

There will be an initial period of transition of the services from the existing Concessionaire which is detailed below. The Service Provider shall be responsible for leading and project managing this transition.

The Service Provider is to strictly comply with the Transport for London Expenses Policy A12 as found at Appendix A at all times for any reimbursement sought under the contract.

A draft non-exhaustive list of Identified Risks and Mitigations is attached at Appendix B for reference purposes only.

1.3 Specific requirements

The Service Provider will carry out the following requirements:

1.3.1 Mobilisation – (contract signing to 3 months)

- a. Request and receive all datasets from the current concessionaire in relation to Governance and Standards, ensuring the most up to date data is in place at point of transition and no loss of data occurs at handover.
- b. Provide a person to act as a single point of contact for GSAG, Working Group and Executive Groups members.
- c. Appoint a rotating chair (2-year terms) for each of the Working Groups (excluding the Standards Review Working Group). The Working Group chair should be an operator involved, an organisation specialising in or a relevant expert the specific vehicle type of the Working Group and have a place on the GSAG.
- d. Review, update (create where required) and distribute Terms of Reference for all Governance Groups and appeals boards.
- e. Review the current composition of the Governance Groups and appeals boards.
- f. Complete the activities associated with the handover of all documentation from the Admin Concessionaire and obtain sign off from TfL within 4 weeks of contract award as per Appendix H – FORS Admin Concessionaire contract handover/ exit plan.
- g. Support the scheme through utilising recognised industry professionals to present on behalf of FORS at conferences, events, media and PR opportunities.
- h. Review the processes and resources required to undertake the current training approval and licensing tasks (FORS Professional Training: Licensing guide and FORS Professional Training: Approval guide can be found in Appendix C and Appendix D respectively).
- i. Hold a Professional Development Working Group meeting to agree quality criteria and standards for approved training – including new for (e-learning and manager training):
 - i. Knowledge and learning outcomes
 - ii. Trainer Competencies
- j. Review changes and recommendations from previous Standards Reviews Working Group regarding FORS Standard Version 6. If changes are supported, sign off, implement and communicate new standard.

- k. Manage and maintain Stage 1, 3 and 6 of the Audit Provider Approval process. (Updated FORS Requirements for Audit Providers Manual can be found in Appendix E).
- l. Review the processes associated with the current audit provider approval processes. (Updated FORS Requirements for Audit Providers can be found in Appendix E).

1.3.2 Transition (3 months – 6 months)

- a. Design, implement and communicate a clear and transparent process for ensuring the rotation of membership of Governance Groups and appeal boards.
- b. Identify and invite organisations to sit on all Governance and Working Groups.
- c. Develop the electoral process and then implement and manage the same to allow a representative Audit Provider to sit on GSAG, but without a voting right.
- d. Update and publish new Training approval and Licencing documents with updated commercially sustainable fees. Training approval will remain the responsibility of the Service Provider, while the Licencing of Training will be removed from this specification by Variation Order and embedded in the future administration contract concessionaire once appointed that is planned to take place on 9 January 2022.
- e. Make recommendations on how to improve the quality, transparency and processes included in the Requirements for Audit Providers document
- f. Review, update, manage and coordinate appeals boards for compliance, audits, training and certification issues. Submit appeal papers and evidence to each board prior to the appeal. The appeals boards will act the final decision maker. It can be held remotely and must consist of a reflective impartial board with outlined agreed Terms of Reference (to be developed). The appeals board will include:
 - i. Three (relevant Working Group) members;
 - ii. System for managing any conflict of interest ; and
 - iii. a representative of a range of stakeholders.

1.3.3 Business as usual

Manage the FORS governance, that is to:

- a. Ensure effective governance and processes are maintained to ensure that standards are reviewed in line with:

- i. FORS Rules and Procedures
 - ii. GSAG Terms of Reference (the current Terms of Reference can be found in Appendix F - FORS GSAG and Executive Group Terms of Reference)
 - iii. Working Group Terms of Reference
 - iv. Executive Group Terms of Reference (the current Terms of Reference can be found in Appendix F – FORS GSAG and Executive Group Terms of Reference)
- b. Manage, coordinate and administer the Governance and Standards Advisory Group (GSAG), Executive Group and the following Working Groups:
- i. Heavy Goods Vehicle (HGV) – to be created
 - ii. Vans
 - iii. Public Service Vehicle (PSV) – to be created
 - iv. Powered Two Wheelers (P2W) – to be created
 - v. Cars / Grey Fleet – to be created
 - vi. Professional Development
 - vii. Standards Review
 - viii. Micro delivery vehicles such as cargo bikes – value of this potential new working group to be assessed and working group to be created, based on assessment recommendation
 - ix. Environment – value of this potential new working group to be assessed and working group to be created, based on assessment recommendation
- c. Managing, coordinating and administering, with respect to item b. above, includes but is not limited to the following tasks:
- i. Plan the programme / meeting schedule
 - ii. Secure suitable venues and facilities
 - iii. Prepare and distribute agendas, joining instructions and discussion documents
 - iv. Manage attendance list and apologies
 - v. Manage the actions log
 - vi. Capture the minutes and then produce and circulate a final set of minutes
 - vii. Seek best value
- g. Be accountable for the membership of Governance Groups (GSAG and Working Groups). These groups must represent a wide spectrum of stakeholders who are supportive of the scheme, including but not limited to TfL, operators, specifiers, trade bodies, enforcement bodies, local authorities, transport authorities, governmental departments, insurance industry and road safety charities.
- h. Be responsible for and manage GSAG membership including vetting and agreeing new members, ensuring existing members continue to meet the criteria for GSAG participation, monitoring meeting attendance and removing

members who no longer meet the membership criteria as set out in the Terms of Reference.

- i. Identify and manage any conflict of interest within the scheme's certification, governance and administration tasks.
- j. Produce and distribute an electronic GSAG newsletter three times a year. The newsletter should highlight future meetings and provide any updates on Governance, Standards and Compliance.
- k. Obtain prior approval by TfL for all decisions recommended by GSAG and Working Groups that are to be implemented.

Manage the FORS Standard, that is to:

- a. Continually review and update the FORS Standard at a period of no more than two years, ensuring these reviews constitute a full review of the scope of the Standard against the objectives of the scheme. The first full review shall be carried out within three months of appointment to feed into a roadmap for future updates of the FORS Standard.
 - i. Version 6 of the FORS Standard is due to be launched in Autumn 2020 for implementation in January 2021. This will require a handover of this task to the new service provider mid-way through the process. The previous changes from Version 4 to Version 5 are included in this Link to v4 to 5 changes: https://www.fors-online.org.uk/cms/wp-content/uploads/2019/01/FORSStandard_v5.0-Summary-of-changes.pdf
 - ii. Version 5 of the Standard is included in Appendix G. It is expected that the changes from Version 5 to Version 6 will be less onerous.
 - iii. The process for writing Version 7 of the Standard would be due to commence in January 2022 if no interim updates are made.

A list of recommended changes for Version 6 of the FORS Standards which has been recommended from the existing GSAG will be provided on appointment. These will need to be reviewed, endorsed where relevant and embedded in Version 6.

- b. Ensure the FORS Standard remains in line with:
 - i. Any UK or European legislative change
 - ii. Any change to UK industry best practice

- iii. Key priorities identified by GSAG and Working Groups including but not limited to improving road safety, operator compliance and environmental performance
 - iv. Mayor's Transport Strategy
- c. Maintain and update a change control log for the standards.
 - d. Update the FORS Administration Concessionaire in advance of the new Standards being published for the purposes of launching, communicating marketing and updating of the FORS Audit report.

Manage Governance and Standards administration, that is to:

Provide TfL with quarterly and annual reports on outputs, risks and opportunities.

- a. Attend monthly and quarterly review meetings with TfL at Palestra, 197 Blackfriars Road London, SE1 8NJ or an alternative location if proposed by the Service Provider and agreed by TfL.
- b. Ensure that all documentation produced in the operation of FORS is written in plain English and presented in such a way as to be accessible and clear to all. The Service Provider shall adhere to an agreed style guide consistent with the TfL [Style Guide](#).
- c. Ensure FORS remains positioned as the international leading industry benchmark, providing confidence to fleet operators, their clients and regulatory bodies.
- d. Enable TfL and other regulatory bodies, transport authorities and local authorities to engage directly with the road transport industry and freight and fleet businesses.
- e. Hold an annual FORS Approved Auditor Meeting (for approved organisations and not individual auditors) seeking feedback on the FORS Auditor Approval and Auditor Administration processes. An annual report with recommendations shall be submitted to the Concessionaire.
- e. Manage, coordinate and administer appeals. Appeals will only be able to be submitted for processing once they have followed the document appeals process. Since 2015, there have only been two audit appeals and one compliance appeal. We anticipate this figure will grow due to multiple new audit and training providers.
- f. Coordinate and communicate all Governance and Standards activities with the FORS Administration Concessionaire including monthly calls and quarterly meetings.
- g. Subject any decision recommended by GSAG and Working Groups for prior approval by TfL.

Manage FORS Training approval, that is to:

- a. Maintain the current fee for gaining approval of training, which is £500 and then introduce new commercially justified and sustainable fees within 6 months of contract signing, however any fee changes must receive prior endorsement through the Executive Group. (Note: The FORS Executive Group endorsed a fee increase in November 2019 – the amount of which needs to be endorsed and justified)
- b. Note that attaining “FORS Approved” training status allows training providers and fleet operators to submit their own training material to be assessed against the [FORS Training criteria](#) the main subject topics are detailed below.
 - i. Road safety
 - ii. Environment
 - iii. Efficiency
 - iv. Security and Terrorism
- c. Be responsible for management, administration of the approval process.
- d. Be responsible for management, administration of the training licencing process until the administration contract is appointed. Once the administration contract is appointed, this task will be handed over to the new Administration Concessionaire.
- e. Ensure that the approval process is thorough, effective and industry owned.
- f. Implement the current training assessment and approval process which can be found in the FORS Professional Training Approval Guide at Appendix D¹.
- g. Maintain and process the revenue stream by means of charging the fees for this service to recover the costs of staff time and resources involved in processing all training approval applications.

The estimated revenue from training approvals is solely dependent on the number of applications received for which fees are charged regardless of approval being granted. To date, TfL has received 25 training applications.

¹ Note that the Learning Outcomes for Road Safety are currently under review by TfL and may be subject to small changes regarding demonstration of how Training Objective 5 is met

1.3.4 Exit / Demobilisation Plan

At tender stage the supplier shall provide a plan detailing the timeframes for implementation of each part of the demobilisation strategy and milestones for the Governance and Standards tasks of FORS. This shall include:

- a. An outline of procedures for the cleansing, transfer and/or removal of data
- b. Procedures for the hand back of documents including but not limited to:
 - i. Terms of Reference
 - ii. Minutes
 - iii. Historical copies of the FORS Standards and supporting guidance
 - iv. Contact details of current and previous attendees
 - v. Contact details of those organisations who have requested but been turned down for a seat on a Group
 - vi. Appeals and outcomes
 - vii. GSAG newsletters

2. SERVICE LEVEL AGREEMENTS (SLA'S) / KEY PERFORMANCE INDICATORS (KPI'S)

2.1 Service Level Agreements

Table 3.1 outlines the mandated SLAs required within the contract with regard to communications to external stakeholders/clients.

Table 3.1 Service Level Agreements

SLA	Description	Target	100%	Services Credit Details / per quarter
Communications	Response time to external stakeholders/clients	Two (2) working days	100%	1 Services Credit – for each failure to communicate within 2 days.
Correspondence		Eighty (80) per cent within Two (2) working days	100%	1 Services Credit – for each failure to respond within 2 days.
Meeting administration		Correspondence sent within Six (6) weeks of the event	100%	1 Services Credit – for each failure to send within 6 weeks of event.
Appeals		Reviewed within Ten (10) working days	100%	1 Services Credit – for each failure to review within 10 days.
External events		Five (5) times per year	100%	1 Services Credit – for failing to run these 5 times per year.
Training approval		Within Thirty (30) working days	100%	1 Services Credit – for each failure to review within 30 days.

To achieve the outcomes required of this project, the Service Provider must meet the following service level agreements, as outlined above in Table 3.1:

Communications

- a. Acknowledgement of contact: Acknowledgement within 2 working days, by means of an automated email response
- b. Correspondence: All written correspondence will be answered within Five (5) working days and Eighty (80) per cent within two working days. An automated response will be made immediately on receipt of the query. All written correspondence will be in Arial 12 point and written in accordance with the TfL's editorial style guide.
- c. Meeting administration: All meeting invitations will be distributed no less than Six (6) weeks prior to the event. Agenda's and Supporting Papers will be sent no less than Five (5) working days prior to the event, and minutes/actions distributed no more than Five (5) working days after the event.
- d. Appeals: All written appeals will be reviewed within 10 working days and the results communicated to all parties within Fifteen (15) working days.
- e. External events: Utilising recognised industry professionals, present on behalf of FORS Five (5) times a year at recognised industry events and forums.
- f. Training approval: Review the current training approval process which looks at resource required to undertake task effectively. Update Training approval Guide including a new fee which is economically sustainable is introduced within Six (6) months.

Meetings

- a. Frequency - shall be held throughout the UK as per the following frequencies:
 - a. GSAGs – three (3) per year
 - b. Working Groups (excluding Standard Review Working Group) – two (2) per year
 - c. Standard Review Working Group – four (4) times in the twelve (12) months proceeding the launch of the new standard
 - d. Executive Group – once (1) per year
 - e. FORS Training Providers Meeting – once (1) per year
- b. Membership shall have the following amount of members:
 - a. GSAGs – minimum fifteen (15) / maximum twenty (25)
 - b. Working Groups (excluding Standard Review Working Group) minimum eight (8) / maximum twelve (12)
 - c. Standard Review Working Group minimum fifteen (15) / maximum twenty five (25)
 - d. Executive Group – minimum three (3) / maximum six (6)

- c. GSAG Rotation: A minimum of ten (10) per cent of members shall rotate every 12 months.
- d. Elected FORS audit provider representative: rotates every twelve (12) months.

2.2 Key Performance Indicators

The single Key Performance Indicator (KPI) is adherence to all SLAs at a hundred (100) per cent. SLA and KPI information is to be included as part of the quarterly report.

Service Credits will not apply for the first 3 months of the Services.

Service Credits will apply thereafter, agreed every 3 months and logged on a **Non-Conformances and Improvement Plan** and implemented as per the Company's Escalation Procedure below.

Table 3.2 Escalation Levels

Service Credits (per 3 month period)	Escalation Process
0 – 3	None
3 - 10	Level 1
Greater than 10	Level 2
See Escalation Procedure: failure to remedy at Level 2 or recurrence within 3 months.	Level 3
See Escalation Procedure: failure to remedy at Level 3 or recurrence within 3 months.	Level 4

Escalation Procedure

In the event of unsatisfactory performance standards, including (but not limited to) failure to reach the targets set by the Key Performance Indicators and any other deficiencies in performance, the escalation procedure shall be invoked by the Company at its absolute discretion.

The purpose of the escalation procedure is to provide a structured framework within which the parties can address unsatisfactory performance standards against

timescales and deliverable targets. For the purposes of this procedure notified levels of poor performance will be termed “Non-Conformances”.

This procedure operates with four levels; the lowest level Non-Conformance being Level 1. Should Non-Conformances escalate they receive an appropriate level of management intervention from the Company and the Contractor. Level 3 gives final review and opportunity for remedial actions to resolve issues before the Non-Conformance reaches Level 4, which will entitle a Company to terminate in accordance with Clause 220.1(a) of the Agreement.

In the event that an unsatisfactory performance issue is not resolved between the Company and the Contractor then the Non-Conformance may be raised formally to a Level 1 or Level 2 Non-Conformance, depending upon the severity of the performance failure. It is possible for a number of Level 1 and/or Level 2 Non-Conformances to be in hand at any one time.

Table 3.1 Summary of Escalation Procedure

TRIGGER	LEVEL	ACTION	BY	RESULT
Failure to rectify identified non-conformance issued as part of KPIs.	Level 1	Improvement plan with precise end date required. On-going review dates specified.	i) [Company] ii) [Contractor]	Satisfactory - Stop Unsatisfactory ▶ Level 2
Level 1 recurrence. Consistent failure to meet required requirement. Safety Condition infringements.	Level 2	Improvement plan with precise end date required. On-going review dates specified.	i) [Company] ii) [Contractor]	Satisfactory - Stop Unsatisfactory ▶ Level 3
Level 2 recurrence.	Level 3	Final review. Final opportunity for remedial action. Precise end date required. Suspension of all or part of the services provided under this Contract.	i) [Company] ii) [Contractor]	Satisfactory - Stop Unsatisfactory ▶ Level 4

TRIGGER	LEVEL	ACTION	BY	RESULT
Level 3 recurrence.	Level 4	The right to terminate for material breach under Clause 27 of the Agreement.	i) [Company]	Termination

Appendices

Appendix A – TfL expenses policy with which the Service Provider must comply

Appendix B – Identified risks and mitigations (note: this is draft and non-exhaustive)

Appendix C – FORS Professional Training: Licensing guide

Appendix D – FORS Professional Training: Approval guide

Appendix E – FORS Requirements for Audit Providers

Appendix F – FORS GSAG and Executive Group Terms of Reference

Appendix G – FORS Standard version 5

Appendix H – FORS Admin Concessionaire contract handover/ exit plan

Proposal
April 2020

TfL_SCP_001957 FORS Governance and Standards



Proposal
April 2020

TfL_SCP_001957 FORS Governance and Standards

Prepared by:

Steer
28-32 Upper Ground
London SE1 9PD

+44 20 7910 5000
www.steergroup.com

Prepared for:

Transport for London
5 Endeavour Square
London E20 1JN

tfl_scp_001957
Our ref: 238262P1

Steer has prepared this material for Transport for London. This material may only be used within the context and scope for which Steer has prepared it and may not be relied upon in part or whole by any third party or be used for any other purpose. Any person choosing to use any part of this material without the express and written permission of Steer shall be deemed to confirm their agreement to indemnify Steer for all loss or damage resulting therefrom. Steer has prepared this material using professional practices and procedures using information available to it at the time and as such any new information could alter the validity of the results and conclusions made.

Contents

1	Introduction	7
	Why Steer?.....	8
	Structure of this proposal	9
1	Q1 Understanding FORS and project requirements	10
	How FORS influences the industry	10
	Understanding the requirements of this commission.....	12
2	Methodology and approach to Business As Usual	15
	Maintaining the integrity of the FORS scheme.....	15
	Managing FORS Governance	16
	Managing the FORS Standard	21
	Managing Governance and Standards administration	22
	Managing FORS training and licensing approval	23
	Our exit/demobilisation plan	24
	Monitoring feedback and reporting.....	25
	Systems and processes	26
	Project plan	29
	Risk assessment	29
	Evidence and details of previous scheme governance	32
3	Mobilisation and initial transitional project plan	35
	Mobilisation phase.....	35
	Transition phase.....	41
	Project plan for mobilisation and transition.....	42
	Risk assessment for mobilisation and transition.....	42
4	Resource allocation	45
	Our project team.....	45
	The wider Steer team and our resilient offer	49
5	Approach to account and contract management	50
	Overview	50
	Account management structure	50

Communications, meetings and reporting	51
Performance management and continuous improvement.....	51
Adding value to the FORS Governance and Standards.....	52
6 Pricing assumptions	54
Year 1: 31.07.20 – 28.10.21	54
Year 2: 29.10.21 – 28.10.22.....	56
Year 3: 29.10.22 – 28.10.23.....	57
Year 4: 29.10.23 – 28.10.24.....	58
Year 5: 29.10.24 – 28.10.25.....	59
Year 6: 29.10.25 – 28.10.26.....	60
Year 7: 29.10.26 – 29.04.27	61

Figures

Figure 2.1: Example of newsletter sent to members of the Transport Forum.....	34
Figure 4.1: Proposed team structure for FORS Governance and Standards delivery..	46
Figure 4.2: Back-up arrangements for key roles.....	46
Figure 5.1: A Movement Matters event in Manchester, delivered in partnership with Manchester China Forum, presenting findings from our work on the new direct flight to Beijing	53

Tables

Table 2.1: Working Groups.....	19
Table 2.2: Exit/demobilisation key tasks and timescales.....	25
Table 2.3: Risk/dependency assessment and proposed mitigations (Lhd=Likelihood, I=Impact, H/M/L=High, Medium and Low)	30
Table 2.4: Previous experience case study 1: ██████████ Support Services	32
Table 2.5: Previous experience case study 2: Construction Logistics Improvement Group Secretariat	33
Table 3.1: Example tracking status of resources to be handed over from existing concessionaire.....	36
Table 3.2: Risk/dependency assessment and proposed mitigations affecting mobilisation and transition project phases (Lhd=Likelihood, I=Impact, H/M/L=High, Medium and Low)	43

Appendices

A Project plans

B Team CVs

1 Introduction

1.1 Steer is delighted to submit this proposal to support Transport for London (TfL) in delivering effective, robust governance and standards arrangements for the FORS scheme.

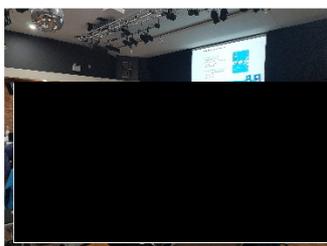
1.2 As we will highlight in this proposal submission, we believe that Steer has experience of having delivered a project with several very similar elements to the FORS Governance and Standards commission before. Between 2011 and 2018 we managed support services contracts for [REDACTED] for the Department for Transport. [REDACTED] is the government’s cycle training programme, and during our tenure of support (beginning in 2006) we led reviews of the national standards for cycle training; developed new qualifications and standards; managed applications from cycle training providers seeking accreditation; and supported the Department for Transport in implementing effective governance arrangements for the cycle training industry. We have brought three senior members from the [REDACTED] Support Services team into our proposed FORS Governance and Standards team as we believe their extensive experience is directly comparable and of benefit to TfL.

“To the team at Steer,
A huge thank you from us at DfT for your many years of commitment to [REDACTED]. You have given us fantastic support over the years, always willing to respond to our numerous queries, and handled with great professionalism (whatever the ask!). With your support we have developed a world class programme which has delivered training for more than 2 million children nationwide.”
[REDACTED]

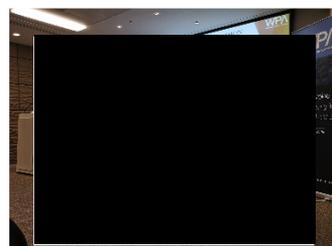
1.3 Further to our experience from [REDACTED] we are pleased to offer TfL a strong combination of stakeholder engagement experience, technical expertise in the FORS standards, and general knowledge of the freight, logistics and fleet industry and stakeholder landscape. We wish to apply our rich and extensive experience in these areas to the FORS Governance and Standards project and support TfL in maintaining the integrity of the FORS brand.



Steer-facilitated workshop to discuss updates to the national standard for cycle training



A meeting of the [REDACTED] organised by Steer



A member of the Steer team presenting alongside [REDACTED] as part of a panel discussion on freight strategy in London

Why Steer?

1.4 Formed in 1978, Steer is an independent, employee-owned consultancy working worldwide across cities, infrastructure and transport. Our independence guarantees impartiality and ensures that our efforts are closely focused on meeting our clients' needs. We have 20 offices across four continents, with our headquarters on London's South Bank (close to Palestra), where we have over 200 staff. Our aim is to provide clients with the insight needed to make good decisions and make progress in what is often a complex planning and operating environment.

"I wanted to thank you for all your work over the last year, as you made it very easy to run from my side. [It was] a pleasure to work with the Steer team, would certainly recommend to others."

1.5 Our consultancy operations include working with a range of clients, many in London, to provide them with independent, high quality advice on freight, servicing and logistics. Working at micro and macro scales, from individual businesses to the wider international industry, we offer practical solutions and well-founded advice. In London, we combine our expert knowledge of the planning system and current freight policy with practical and technical know-how about supply chains and complex sites to provide freight and servicing plans and strategies that make a difference on our streets.

1.6 We believe that our Steer team, supplemented by [REDACTED] is well-placed to deliver this work on-time, to budget, and to a high quality. Our proposal offers TfL:

- **Experience.** Our experience supporting the Department for Transport with the set-up, management and evolution of the [REDACTED] cycle training programme from a concept to a successful, high quality and professional nationwide training scheme is directly comparable to FORS. We have a full understanding of the likely risks and opportunities associated with this work and we will work closely and collaboratively with TfL to navigate these. Our previous experience on governance and standards work, and our absolute commitment to the programme, means that our team represents a 'safe pair of hands'.
- **An optimal blend of skills, knowledge and experience.** The FORS Governance and Standards project is principally about bringing the right stakeholders together and maintaining structures that support those stakeholders in discussion and decision-making. Our Steer team includes experts in stakeholder engagement; very able and organised consultants who can turn their hands to any process or system; and experts in freight policy and fleet management. We will be able to 'hit the ground running' at the start of the contract and deliver a very high quality service to TfL.
- **A quality approach.** We have an unrivalled commitment to quality. Steer's reputation and place in the market is based on its independence and proven ability to deliver high quality work that meets, and exceeds wherever possible, clients' requirements and puts

"We are grateful to Steer for selflessly supporting the transition [of Bikeability Support Services] to the new Bikeability Trust which has put the programme on a firmer footing for the future."

continual improvement at its core. We operate an ISO-compliant Quality Management System based on the BS-EN-ISO 9001:2015 Quality Management Standard.

- **Resilience.** We have put forward a focused core team of the individuals who are best placed to deliver the work required for TfL, but we have many more staff within the UK who can usefully contribute to the project, either as subject-matter experts on specific topics, or to guarantee continuity of delivery in the event of unplanned staff absence.

Structure of this proposal

1.7 To support the understanding and evaluation of this submission, we outline here the structure of our proposal and how our sections map to the requirements and questions in the ITT. Following the introduction, the contents are:

- Section 1: our response to Q1 in the ITT, Understanding of the FORS scheme, the FORS Governance and Standards requirement and role.
- Section 2, our response to Q2, Methodology and approach to managing the BAU FORS Governance and Standards.
- Section 3, our response to Q3, Mobilisation and initial transitional project plan.
- Section 4, our response to Q4, Resource allocation.
- Section 5, our response to Q5, Approach to account and contract management.
- Section 6 includes our pricing assumptions and should be read in conjunction with our Financial Submission.
- Appendix A contains the project plans for the mobilisation and transition phases, and Years 1-6.5.
- Appendix B contains summary CVs for our core team.

1 Q1 Understanding FORS and project requirements

1.1 The Fleet Operator Recognition Scheme (FORS) is an accreditation scheme owned by TfL which aims to incentivise and reward higher standards of safety and reduced environmental impact within the freight industry.

1.2 The scheme was developed following the 2007 London Freight Plan, and now has over 5000 accredited operators around the UK and mainland Europe.

How FORS influences the industry

1.3 FORS accreditation allows operators to prove their environmental and safety credentials, allowing them to compete on quality as well as price. Specifiers can assess competing operators according to their environmental impact and their commitment to reducing work related road risk (WRRR) – the FORS standards provides a benchmark against which operators can be judged in this regard.

1.4 The scheme's wide-ranging training initiatives provide operators with the tools needed to improve their environmental and safety standards, and evidence this to their customers through achieving the FORS standards.

1.5 Achievement of the FORS standards is rewarded with Bronze, Silver or Gold accreditation. Achieving this requires operators to undertake a range of training programmes, such as in:

- driver training for urban environments and minimising fuel consumption
- manager training for fleet, fatigue, drivers' hours, and collisions

1.6 Operators adhering to the scheme are also given access to a range of toolkits and guides, helping them to manage their workforce and operations in a more efficient manner and achieve industry best practice. These include:

- counter terrorism toolkit;
- anti-idling toolkit;
- LoCity (emissions reduction) toolkit;
- winter driving guide; and
- tyre management guide.

1.7 Although these elements allow operators to reduce operating costs (for example by improved fuel efficiency and fleet utilisation), FORS also influences operators and specifiers to raise safety and environmental standards, to the benefit of the industry and wider society, by reducing work related road risk and environmental impact from operating fleets on the road network.

1.8 FORS offer tools to operators to ensure they maintain compliance with their accreditation Standard, such as the Driver License Checking Service and the FORS Fleet Management

System. There is an annual conference and regular members' briefings, bringing together industry operators to boost networking opportunities. These offerings further incentivise operators to become involved with the scheme and achieve the FORS standards.

Governance and Standards upholding the credibility of the FORS brand

- 1.9 TfL require a Service Provider to take over the Governance and Standards aspects of FORS for a five-year contract period, with the possibility of an extension for a further 18 months beyond that. It is crucial that the Provider undertakes the tasks associated with this role to the highest professional standard in order to uphold the high standard of the brand, commanding respect and influence in the wider industry.
- 1.10 The Governance and Standards Advisory Group (GSAG), alongside Working Groups and the Executive Group, make up the Governance Groups for the FORS scheme. Accountable membership and transparent conduct of these groups is critical to upholding the integrity of the FORS brand and its reputation within the industry. Membership of these groups must be seen as transparent, suitably vetted, and reflective of a wide range of stakeholders in the industry such as local authorities, regulators, operators and road safety charities, to ensure that FORS remains industry-owned and achieves buy-in from the industry at large.
- 1.11 The Standards Review Working Group input into the FORS standards review process every two years. This process has a direct influence on the wider industry participating in FORS, from adopting new vehicle safety technology to undertaking advanced driver training. This governance structure ensures the Standards Review is industry-led, balancing the aims of different stakeholders and ensuring the standards are determined in a fair, transparent and accountable manner by industry professionals.
- 1.12 In the same vein, the Training, Licencing, and Auditing approval processes within FORS must be perceived as transparent, consistent and fair, in order to build confidence in the brand and ensure buy-in and interest from the industry. Training standards must be consistent nationwide – hence the training approval and licensing processes must be assessed strictly to the criteria in the relevant guides. The guides are publicly available on the FORS website, ensuring transparency in the assessment processes. This robust governance process ensures the FORS standards are well respected, have national and international reach, and achieves the FORS aim of raising standards within the industry.

FORS and the Mayor's Transport Strategy

- 1.13 The FORS standards are also an important tool working towards achieving the Mayor's Transport Strategy. The Strategy aims to achieve 'Vision Zero' to eliminate fatal and serious injuries on London's roads by 2041. Heavy vehicles are involved in 63 percent of fatal collisions with cyclists and 25 percent of fatal injuries with pedestrians, despite making up less than four percent of miles driven on London's streets.
- 1.14 FORS accreditation helps to raise the safety standards of heavy vehicles operating in London through a range of measures including installing vehicle safety technology, undergoing driver training, and ensuring safe logistics management to minimise driver fatigue. FORS also provides recognition for meeting the Direct Vision Standard, further incentivising its uptake, in addition to helping to minimise the environmental impact of commercial vehicles through anti-idling initiatives, the Lo-City toolkit, and improving operational logistics to reduce miles driven.

Understanding the requirements of this commission

General overview

- 1.15 Transport for London is seeking a Service Provider to manage the Governance and Standards tasks associated with FORS. The Provider is required to undertake these tasks in accordance with agreed procedures, and work to ensure the FORS standards remain a world leading industry standard in keeping with changing legislation, industry best practice, and key priorities as identified by the industry.
- 1.16 Whilst undertaking these tasks, the Provider is required to ensure the FORS brand is respected and its reputation maintained as a world leading industry accreditation scheme. The scheme must be governed transparently in its general operations and in convening and managing the different working groups which comprise the governance structure of the scheme. Maintaining the reputation of the FORS brand is a critical requirement of this commission.
- 1.17 TfL intends to appoint an Administration Concessionaire in January 2022. The Governance and Standards Service Provider is required to perform certain roles associated with this concession until the new Concessionaire is appointed, such as training licensing.
- 1.18 The Provider is required to project manage and implement a transitional period from the existing Concessionaire in a mobilisation and transition period, which must be completed within six months of the contract start date.
- 1.19 The Service Provider is required to undertake “Business As Usual” tasks throughout the contract, in addition to a mobilisation and transition phase at the start of the contract and a demobilisation phase at the end.

Mobilisation, transition and demobilisation phases

- 1.20 During the mobilisation phase, the Service Provider is required to project manage and lead the handover of all Governance and Standards responsibilities from the existing Concessionaire. This will include the following workstreams, to be completed within the first three months of contract award:
- Undertake the tasks associated with the handover / exit plan for the current Concessionaire, obtaining signoff within four weeks of contract award. Ensure all data is handed over securely and in a complete state.
 - Provide a named point of contact for members of the Governance Standards and Advisory Group (GSAG), the Executive Group, and Working Groups. A rotating chair with relevant experience is to be appointed for each Working Group (excluding Standards Review Working Group). Review, update and distribute Terms of Reference for all Governance Groups and appeals boards, and review composition of each.
 - Review the processes and resources required to undertake the training approval and training licensing tasks. Hold a Professional Development Working Group meeting to agree quality criteria and standards for training approval.
 - Review recommended changes for updating the FORS standards to Version 6. Obtain sign off, implement and communicate the new standards.
- 1.21 During the transition phase, further work is required to develop these workstreams:
- Identify and invite suitable organisations to sit on all Governance and Working Groups. Develop and implement a process for rotating membership and chairing of the different Groups and appeal boards.

- Develop and implement a process to elect an Audit Provider to sit on the GSAG. Recommend how to improve the quality and transparency of the audit process including Audit provider requirements.
- Update and publish training approval and training licensing documents with commercially sustainable fees.
- Convene and manage appeals boards for appeals relating to audits, training and certification, aligning with the updated Terms of Reference.
- At the end of the contract, the Provider is required to implement a demobilisation strategy to hand over responsibilities of the Governance and Standards tasks for FORS to the new incoming Provider. This must comprise:
 - procedures for transfer of data including cleaning and removal; and
 - procedures for handing over documents relating to the governance and standards business and usual tasks, including Terms of Reference, Working Group contact details and minutes, appeals outcomes, GSAG newsletters, and historical FORS standards and supporting guidance.

1.22 Throughout these transitional phases of the project, the Service Provider is required to project manage the workstreams diligently and efficiently to ensure continuity in delivery of the governance and administration workstreams. In closely managing the transitions, the Service Provider will uphold the FORS brand to the highest standard, building confidence in the brand from the industry and the wider public as delivering an effective, forward looking scheme with transparent and effective governance and management.

Business as Usual tasks

1.23 The Service Provider is required to deliver a range of Business As Usual tasks relating to the administration and governance of the scheme and the FORS standards. Principally these relate to training approval, convening and managing governance groups, and audit and appeals processes.

FORS governance

1.24 Regarding FORS governance, the Service Provider is required to:

- Ensure processes are followed according to the Terms of Reference for the GSAG and Working Groups and the FORS Rules and Procedures. Obtain prior approval by TfL for all decisions recommended by GSAG and Working Groups.
- Convene and manage the Governance Groups (GSAG, Executive Group, and various Working Groups). This will require creating new Working Groups for heavy goods vehicles, public service vehicles, powered two-wheelers, and cars / grey fleet. Micro delivery vehicles (e.g. cargo bicycles) and environment are to be assessed for the potential to create new working groups covering these themes. For each of these groups, the Provider is required to plan and manage all aspects of the meetings, managing attendance, distributing agendas and minutes, and managing an actions log. At all times the Provider must seek best value, particularly in venue selection.
- Be responsible and accountable for the membership of the governance groups, ensuring they represent a wide spectrum of stakeholders in the sector including operators, local authorities, trade groups, regulators, and charities. Vet new members and ensure existing members meet the criteria for participation
- Pro-actively manage and identify conflicts of interest within the scheme's certification, administration and governance tasks
- Write and issue three GSAG newsletters per year.

FORS standards

- 1.25 The Service Provider must also continually review and update the FORS standards, at least every two years. FORS Version 6 is due to be adopted in Autumn 2020 for implementation in January 2021. The process to write Version 7 is due to commence in January 2022. The Provider must maintain a change control log for the standards, and work with the Administration Concessionaire to align launching new versions of the standards with updating the FORS Audit report.
- 1.26 The Provider must also ensure the updated FORS standards align with legislative changes, UK industry best practice, key priorities as identified by the Governance Groups, and the Mayor's Transport Strategy.

Administration

- 1.27 The Provider must also undertake Governance and Standards administration tasks:
- Provide quarterly and annual reports on outputs, risks, and opportunities. Attend monthly and quarterly review meetings with TfL.
 - Support TfL and other regulatory and public sector bodies to engage directly with the industry.
 - Hold an annual FORS Approved Auditor Meeting to seek feedback on auditor approval and administration processes, and submit an annual report to the Administration Concessionaire.
 - Manage and coordinate appeals. TfL expect the rate of appeals to increase compared to the current situation.
 - Update the Administration Concessionaire on the latest governance and standards activity, with monthly calls and quarterly meetings.
 - Seek TfL sign off on all decisions recommended by the Governance Groups.

Training and licensing approval

- 1.28 The Provider must be responsible for the management and administration of the approval process, assessing applications for training and licensing approval. The new Administration Concessionaire will take on the training licensing tasks following their appointment planned for January 2022.
- 1.29 The Provider must assess training and licensing applications as per the FORS Professional Training Approval Guide, assessing training materials and communicating outcomes within the agreed time periods. The Provider must ensure the approval process is fair, effective, thorough, and supported by the industry.
- 1.30 The Provider must introduce updated fees to ensure the training and licensing approval process is commercially sustainable. The new fee levels must be determined and endorsed the GSAG and TfL. The Provider is to manage the revenue stream to ensure the costs associated with assessing and processing applications are covered by fees charged.
- 1.31 Throughout the contract period, the Service Provider is to undertake these Business As Usual tasks to the highest professional standard, managing workstreams efficiently and diligently and providing an excellent level of service for industry-facing tasks, such as the training approvals process. Adhering to this high standard will ensure the FORS brand is respected and maintains integrity as a world leading industry accreditation scheme commanding industry support, awareness and participation.

2 Methodology and approach to Business As Usual

2.1 This section of our response contains our response to Question 2 in Table 7 of the ITT. As directed, it covers our methodology and approach to managing the Business As Usual (BAU) FORS Governance and Standards activities.

2.2 To aid interpretation of this lengthy and detailed section of our response it is indexed against the information requirements for this question as set out in the ITT:

Information requirement	Provided?	Location
A project plan, outlining key milestones	✓	Appendix A
An outline of the key risks, issues and dependencies	✓	Table 2.3, page 30
Approach to the day to day management of the FORS governance	✓	Pages 16 to 23
Internal quality assurance	✓	Page 27
Maintaining the integrity of the FORS scheme	✓	Pages 15 to 16
Systems and processes	✓	Pages 26 to 29
Monitoring of feedback and reporting	✓	Pages 25 to 26
Evidence and details of previous scheme governance	✓	Pages 32 to 34
Management of all aspects of the FORS training approval and licensing	✓	Pages 23 to 24

Maintaining the integrity of the FORS scheme

2.3 We understand that maintaining the integrity of the FORS scheme is a principal aim of the FORS Governance and Standards work. The work must be carried out the highest levels of care and precision in order for us to play our part in keeping the FORS brand recognised as *the* quality standard for safe, green and efficient fleet operations. Our day-to-day approach to maintaining the integrity of the FORS scheme through the Governance and Standards work is to complete the work required to the highest quality for the best possible price. We will deliver value for money through smart resourcing and through continuous improvement and evolution of processes, while also taking on board client feedback, so that all work is delivered in a lean and optimised way.

2.4 In addition to the day-to-day 'quality as standard' approach that we take on our projects, there are a number of behaviours and principles that will permeate our activities on Governance and Standards to support the maintenance of the integrity of the FORS scheme. Our team and work will be:

- **Independent.** Steer is a professional services company and we do not operate a fleet or provide fleet services to clients, and nor does our subcontractor. As a team and

company, we do not have any conflict of interest in having a role in updating and maintaining the FORS standards. We will be informed by the various Governance Groups in any decisions taken to TfL for approval, but our independence means that we will be completely independent arbiters, and that TfL can trust our advice.

- **Rigorous and robust.** We will have to make decisions (or support TfL with decisions) that could be contentious and could be appealed or called into question. We will be professional and evidence-led across all aspects of our work and will maintain secure and auditable records.
- **Collaborative.** Good communication and a collaborative between our internal team members, with the client team and Administration Concessionaire and other external stakeholders will be essential in delivering this multi-faceted project over multiple years. We aim to build good, trusting relationships internally and externally so that everyone involved in the project shares the vision and objectives and works together as one team.

Managing FORS Governance

The Governance Standards Advisory Group (GSAG)

2.5 The role of the Governance and Standards Advisory Group (GSAG) is to provide support and advice relating to the FORS Standard and development of the scheme. During the Business As Usual period of FORS Governance and Standards delivery, the GSAG will meet three times per year. The GSAG shall have a minimum of 15 and a maximum of 25 members at any time, and a minimum of 10 per cent of members shall rotate every 12 months.

2.6 There are Terms of Reference for the GSAG already in existence, and these will be reviewed and updated as required during the mobilisation period.

2.7 During the Business As Usual period, we understand that our role with the GSAG will principally comprise the following tasks:

- ongoing management of the membership of the GSAG (being both accountable and responsible for this);
- convening and coordinating the GSAG meetings; and
- producing and distributing the electronic GSAG newsletter.

Ongoing management of the membership of the GSAG

2.8 Our role will be to maintain membership of the GSAG in line with the requirements set out in the Terms of Reference, noting in particular that the GSAG should always have a balance of representation, by vehicle type and industry, and that there are specific membership requirements to meet, e.g. fleet operators must be FORS accredited. A minimum of 10% of members shall rotate every 12 months. In short, we will be responsible for ensuring the integrity of the governance structures in place for FORS.

2.9 We will be responsible for inviting organisations to join the GSAG, and for responding to requests to join. We propose that we manage GSAG matters through a dedicated email inbox, and that new member invitations/applications are processed via this email address.

2.10 If a new organisation is suggested by the GSAG and it is agreed that this organisation should be invited to join, our task will be to conduct a light-touch due diligence exercise to vet the new organisation. In the event that we cannot verify everything via a desktop

exercise we would seek to set up a call with a nominated representative from the organisation in question, and/or confirm details with the client team at TfL.

- 2.11 If a new organisation makes an application for membership of the GSAG we will again undertake a light-touch due diligence exercise to vet the application. In the event that the GSAG membership reaches the stated maximum of 25 member organisations, we will operate a waiting list of nominated/applicant member organisations which have been pre-approved for GSAG membership.
- 2.12 We will create a secure, GDPR-compliant database (further information about our approach to information management and data protection is provided in the section on Systems and Processes later in this chapter) of GSAG member organisations through which the membership will be managed. The database will include, for each GSAG member organisation, key information relating to their eligibility criteria, contact details for the primary and secondary representatives, date that their GSAG membership started, and details of their meeting attendance. We note that there is a requirement for the primary representative to attend at least two GSAG meetings per year.
- 2.13 We will require all GSAG members to complete the declaration that confirms acceptance of the Terms of Reference and we will keep these declarations on file for the duration of the organisation's membership.
- 2.14 In the event that a member of the GSAG no longer meets the criteria for membership, we will remove them from the GSAG. We will write to the member organisation to inform them of the decision to remove them from the GSAG and we will justify the reason for doing so, with reference to the Terms of Reference. We suggest making a distinction between minor and more serious infringements of the membership criteria, with the opportunity to ask member organisations to take corrective action (with evidence provided of that action being taken) if the infringement is judged to be relatively minor. More serious infringements could include a clear conflict of interest which cannot be reconciled with their continued membership of the GSAG (see our suggested approach for identifying and managing conflict of interest issues on page 20).
- 2.15 All decisions regarding membership of the GSAG (whether joining or removal) will be recorded appropriately and a robust audit trail maintained.

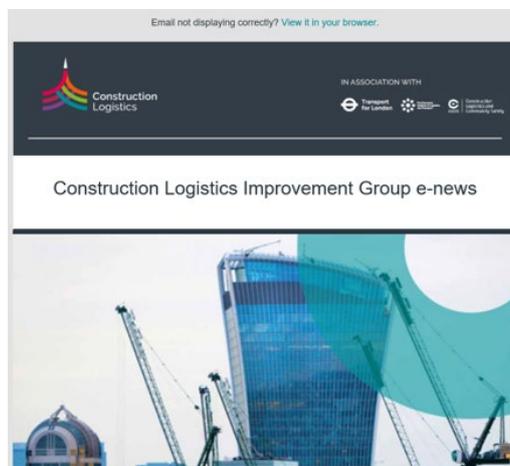
Convening and coordinating the GSAG meetings

- 2.16 Our role will be to manage all aspects of the GSAG meetings, of which there are to be at least three per year. Our tasks will include: planning the meeting schedule and managing invitations; securing suitable venues; preparing and distributing agendas; managing the attendance list and apologies; managing the actions log; and capturing the minutes and producing a final set of minutes.
- 2.17 We will plan an indicative programme of GSAG meetings for the duration of the Business As Usual period and agree this with TfL. We provisionally suggest that one is scheduled to place in February/March, another in June/July, and another in October/November, avoiding school holidays and half-term breaks. We will seek to have dates in the diary for no fewer than three GSAG meetings at any one time and would have dates for future GSAG meetings as a standing agenda item at each GSAG. We will issue calendar invitations to primary and secondary representatives for each GSAG member no less than six weeks prior to each meeting, as per the Service Level Agreement KPIs.

- 2.18 We are keen to assist TfL in delivering best value and we recognise that it is TfL's aspiration to secure suitable venues at zero cost. We will be delighted to host the majority of meetings associated with this work at our own offices in central London, Leeds or Manchester, but unfortunately we do not currently have a meeting room large enough to comfortably accommodate 25 attendees (except as lecture style which isn't appropriate for the meeting). We would therefore ask TfL and other GSAG members if they can provide suitable facilities (recognising the aspiration to hold occasional meetings outside of London) on a rotating basis. It may also be appropriate to have the occasional GSAG meeting take place online, in which case the requirement to secure a suitable venue would not apply. We will be keen to discuss with the client team whether it may be appropriate to hold some GSAG meetings online.
- 2.19 We will prepare all necessary agendas and discussion documents well in advance of each meeting and distribute accordingly, no less than five working days prior. Joining/access instructions will be provided in full.
- 2.20 At each GSAG meeting, we will be in attendance to ensure that the meeting runs smoothly overall (at least one chair and one secretary), and we will take care of specific meeting administration such as managing the attendance list and apologies; managing the actions log; and taking the minutes.
- 2.21 Following each GSAG meeting, we will produce and circulate the final set of minutes and update the GSAG membership database with the record of attendance. The minutes/action logs will be distributed no more than five working days after each meeting.

Producing and distributing the electronic GSAG newsletter

- 2.22 We will produce and distribute a GSAG e-newsletter three times a year. We envisage that the newsletter will provide a summary of the topics discussed at the previous GSAG meeting, confirm the forward meeting programme, and provide any updates on Governance, Standards and Compliance. We have been producing a similar e-newsletter for the Construction Logistics Improvement Group over the past 12 months (see opposite for an example). For this we have been using an application called 'Email Octopus', which allows for creative presentation of content, the simple addition of images, and for GDPR-compliant management of the mailing list (an option to opt-out of the newsletter mailing list is required, but opt-out of that distribution list does not affect our ability to contact members on any other GSAG matters).



Executive Group

- 2.23 The role of the Executive Group is to consider matters relating to the FORS Standard that may have a financial bearing on the delivery of the scheme. During the Business As Usual period of FORS Governance and Standards delivery, the Executive Group would meet annually and on an as and when basis. The Executive Group shall have a minimum of three and a maximum of six members at any time.
- 2.24 There are Terms of Reference for the Executive Group in existence, and these will be reviewed and updated if required during the mobilisation period.

2.25 During the Business As Usual period, we understand that our role with the Executive Group would principally comprise the following tasks:

- ongoing management of the membership of the Executive Group; and
- convening and coordinating the Executive Group meetings.

Ongoing management of the membership of the Executive Group

2.26 Our role will be to maintain membership of the Executive Group in line with the requirements set out in the Terms of Reference, noting in particular that members must have no commercial interest in FORS and the application of the FORS Standard and audit and compliance regime. Our responsibility here is the same as with the GSAG, which is to maintain the membership in such a way that ensures the integrity of the governance structures in place for FORS.

2.27 Should there be a need to replace any individual who currently sits on the Executive Group, then we will manage the invitation and/or application process in order to maintain numbers. We will vet potential Executive Group members using the approach outlined above for additional GSAG members.

Convening and coordinating the Executive Group meetings

2.28 As is the case for the GSAG meetings, our role will be to manage all aspects of the Executive Group meetings. Our tasks will include: planning the meeting schedule and managing invitations; securing suitable venues; preparing and distributing agendas; managing the attendance list and apologies; managing the actions log; and capturing the minutes and producing a final set of minutes. We undertake to complete those tasks in full (and as outlined above for the GSAG meetings, in line with the Service Level Agreement KPIs), consulting with TfL and seeking approval/sign-off as required.

2.29 As we understand the Executive Group has a maximum of six members at any one time, we will be delighted to accommodate meetings of the Executive Group at our office in central London (on Upper Ground, a short walk from Southwark and Waterloo Underground stations, and TfL's Palestra office), or at our offices in Manchester or Leeds.

Working Groups

2.30 We understand that there are three Working Groups currently in existence (Vans, Professional Development and Standards Review), a further three which are to be created, and another possible two, for which the value of having a Working Group is to be assessed. Our understanding of the range of the different Working Groups, their status and meeting frequency is summarised in Table 2.1.

Table 2.1: Working Groups

Working Group	Status	Member-ship	Meeting frequency
Heavy Goods Vehicles (HGV)	To be created	8-12	Two per year
Vans	In existence	8-12	Two per year
Public Service Vehicle (PSV)	To be created	8-12	Two per year
Cars/Grey Fleet	To be created	8-12	Two per year
Professional Development	In existence	8-12	Two per year

Standards Review	In existence	15-25	4x in the year before the launch of the new standard
Micro delivery vehicles (e.g. cargo vehicles)	Potentially to be created	8-12	Two per year
Environment	Potentially to be created	8-12	Two per year

2.31 We confirm that we will manage the membership of the Working Groups and convene and coordinate meetings for each of the Working Groups as per the process set out above for the GSAG and Executive Groups, and in line with the KPIs in the Service Level Agreement. We will be happy to accommodate the majority of the Working Group meetings in our offices as a fall-back position (we will ask members of the respective groups if they were able to host on a rotating basis), but will have to secure an alternative venue for the Standards Review group because we do not have capacity to host a meeting with up to 25 attendees. We will ask members of the Standards Review meeting if they are able to host on a rotating basis and explore the possibility of hosting some meetings online.

Creating new Working Groups

2.32 There are at least two new Working Groups that have to be created, and a further two for which a decision is to be reached as to the value of a separate Working Group.

2.33 We will work with GSAG and TfL to design a robust process for assessing the value of creating new Working Groups for micro delivery vehicles and environment and for reaching a decision. We will identify the individuals and forums which should be canvassed for input and outline the key questions which will form the basis of decision on a new group. We anticipate that this will be an item for GSAG, and a recommendation will be made by them, and that we will obtain TfL's prior approval for the creation of these new groups (or any other groups which are to be considered).

2.34 Where the decision to create a new Working Group has already been taken and has been approved by TfL, we understand our role is to set these up. We will create a draft Terms of Reference for the group, identify potential members and vet as appropriate, and create the forward meeting programme.

2.35 As is the case for the GSAG and Executive Groups, our role with the Working Groups is then to manage membership of the Working Group (consistent with the Terms of Reference) and to manage and administrate meetings. We would review, with TfL, the ongoing need for these additional working groups to ensure they only continue if valuable to the FORS standards and programme as a whole.

Identifying and managing conflict of interest

2.36 There are two aspects of our approach to identifying and managing conflict of interest across the Governance Groups: proactive prevention and transparent and effective management.

2.37 We will proactively prevent any conflict of interest issue from arising on the Governance Groups by managing the membership of each of the groups in line with the agreed Terms of Reference. We will ask members and prospective members of each of the groups to declare any actual, potential or perceived conflict of interest and decide whether any are grounds for exclusion from the group or subject to mitigation in discussion with TfL. As an additional step, we will conduct our own due diligence to check for any additional,

unreported conflicts of interest. The mitigation measures will be agreed with the individual members and implementation will be monitored. We suggest requiring all Governance Group members to self-report any conflicts on joining a group; as soon as a new actual, potential or perceived conflict arises; and to confirm that the situation has not changed each year.

- 2.38 Any declared conflicts of interest which are subject to management and mitigation (i.e. not grounds for exclusion from the group) will be subject to transparent and effective management. We will routinely review all declared conflicts of interest and ensure that the agreed mitigation measures are in place and working effectively. It may be appropriate to maintain and share a register of declared conflicts of interest for each Governance Group so that members are able to see that a robust and transparent process is in place and is being applied fairly and consistently; we will discuss and agree this with the client team if this would be a new initiative.

Managing the FORS Standard

Version 6 review, endorsement and launch

- 2.39 We understand that Version 6 of the FORS Standard is due to be launched in Autumn 2020, for implementation from January 2021. Our approach to reviewing, endorsing and launching Version 6 is outlined in section 3 because this activity will be conducted within the mobilisation period. This section of our approach therefore sets out the approach for keeping the FORS Standard under review during the Business As Usual period, and for undertaking a formal review of the Standard every two years, with the process of writing Version 7 due to commence in January 2022.

Continually review and update the FORS Standard

- 2.40 We understand that we will be responsible for continuous review and update of the FORS Standard. There are scheduled, formal review and update periods (every two years), but there must also be the opportunity to make interim updates as necessary. We will therefore be proactive in identifying any change in legislation, policy or strategy at the international, national, sub-national and local levels which could or should have implications for the content of the FORS Standard. We will ensure we are signed up to receive notifications of such changes and we will ask for GSAG and Working Group members to alert us to anything which might require an interim update, via the email inbox or as part of their regular meeting schedule. We suggest that we provide a regular (e.g. quarterly) update to TfL of the legislative, policy and strategy context and its potential implications for the FORS Standard. We will use that briefing note as the basis for a discussion as to whether any single or cumulative change in context triggers the need for an interim update. We will take forward any items which have not been picked up by an interim update to the next formal update process and consider them again then.
- 2.41 For 'formal' FORS Standard updates i.e. those that take place every two years, we will work with TfL to design a robust process for identifying changes/additions required to the Standard, and for ensuring that the wider industry is engaged appropriately. We expect that the Standards Review Working Group is the primary vehicle through which the scope and nature of any changes to the FORS Standard is agreed, but if a steer from the wider industry is needed then we would be happy to discuss a wider engagement process. For example, when we managed the process of updating the national standard for cycle training on behalf of the Department for Transport and the Cycle Training Standards Board (CTSB), we developed and delivered a micro-site/mini website to explain the review process, the

timetable for the review, and to invite responses from instructors and cycle training providers regarding the changes they wanted to be considered as part of the review.

Maintain and update a change control log for the standards

- 2.42 We will agree the required format of the change control log for the standards with TfL. Ideally we will combine the logs from the previous reviews so that there was a single log of all changes during the standards evolution, but we will take a view on whether that is possible and/or of value on receipt of the existing change control logs.
- 2.43 Should we need to create a new change control log, we anticipate that the log will have headings that include: reason for the change; approvals process; details of the change; and details of how and when the change was implemented.

Update the FORS Administration Concessionaire

- 2.44 We confirm that we will work collaboratively with the FORS Administration Concessionaire during each update process so that they can develop a programme for launching, communicating, and marketing of the new FORS Standard, and for updating the FORS Audit report.
- 2.45 We have included a small amount of time from our in-house graphic designers to support production of the e-copy but we will welcome a discussion with the client team about their expectations in this regard.

Managing Governance and Standards administration

- 2.46 We understand that our tasks during the Business As Usual period in respect of managing Governance and Standards administration are to:
- Provide TfL with quarterly and annual reports on outputs, risks, and opportunities.
 - Attend monthly and quarterly review meetings with TfL at Palestra.
 - Ensure all documentation produced in the operation of FORS is written in plain English and presented in such a way as to be accessible and clear to all. Adhere to an agreed style guide consistent with the TfL Style Guide.
 - **Hold an annual FORS Approved Auditor Meeting** and submit an annual report with recommendations on the FORS Auditor Approval and Auditor Administration processes.
 - **Manage, coordinate and administer appeals.**
 - Coordinate and communicate all Governance and Standards activities with the FORS Administration Concessionaire, including monthly calls and quarterly meetings.
 - Subject any decision recommended by GSAG and Working Groups for prior approval by TfL.
- 2.47 In the interests of saving space within this page-limited method statement, we confirm that we will undertake those tasks to a high quality. Further detail on our proposed approach to the tasks in bold text are provided below. Delivering these administration tasks in line with the KPIs in the Service Level Agreement will allow us to deliver TfL's objectives in respect of this workstream, which we understand are to:
- ensure FORS remains positioned as the international leading industry benchmark, providing confidence to fleet operators, their clients and regulatory bodies; and
 - enable TfL and other regulatory bodies, transport authorities and local authorities to engage directly with the road transport industry and freight and fleet businesses.

Hold an annual FORS Approved Auditor Meeting

- 2.48 We will convene and facilitate an annual FORS Approved Auditor Meeting. We understand that this is a new development to the scheme and the purpose of the meeting is to facilitate the objective of attaining and supporting multiple audit providers. There will be between five and 10 audit providers in attendance, so we can accommodate this meeting at our office in London, Leeds or Manchester.
- 2.49 We will set the agenda for each meeting in consultation with TfL and the Administration Concessionaire, aiming to ensure a balance in time for discussing issues raised by 'the centre' and those raised by representatives of the audit providers. We suggest that each meeting is between two and three hours in duration and takes the form of a workshop, with presentations, Q&A and time for focused discussion.
- 2.50 Following each meeting we will produce a short report on the items discussed at the meeting, including a SWOT analysis and a list of recommendations for consideration by the GSAG and the Administration Concessionaire.

Manage, coordinate and administer appeals for compliance, audits, training and certification issues

- 2.51 We understand that our role on appeals during the Business As Usual period is to manage and coordinate appeals boards for compliance, audits, training and certification issues. In the event of receiving an appeal, we will first review the documentation to determine whether a decision can be made without convening an appeals board, i.e. whether a genuine error has been made. If an appeals board is required, we will identify appropriate people to participate in an appeals board (three relevant Working Group members, ensuring conflict of interest is mitigated and the composition reflects a wide range of stakeholders); schedule the appeals board (noting that the meeting can be held remotely); and prepare and circulate the relevant documentation. The appeals board acts as the final decision maker and we will ensure that the decision is communicated to the appellant following the decision. The decision and all supporting documentation and information will be filed and stored securely. Members of the board will be reminded of the need to maintain confidentiality regarding the appellant organisation, unless a different arrangement is agreed with TfL.

Managing FORS training and licensing approval

- 2.52 We will be responsible for the management and administration of the training approval process for the duration of this contract and will be responsible for the management and administration of the training licencing process until the Administration Concessionaire is appointed, scheduled for January 2022.
- 2.53 Under the [REDACTED] Support Services contract for the Department for Transport our team was responsible for assessing applications from prospective [REDACTED] (cycle training) providers to allow them to register as an approved [REDACTED] scheme. Between 2007 (when we were first commissioned to undertake training approvals) and 2018 we registered over 600 [REDACTED] schemes. We received applications and supporting documentation by post or by email, and we then assessed applications against the documented set of criteria. We either approved the application outright or provided feedback to the applicant as to how the application should be changed to meet the criteria in a second or third (and final) submission. We therefore have a long and strong track record of having delivered work of

this nature before. We hope that this provides TfL with assurance that we understand the task and have the capability and expertise to complete the work to the standard required.

Training approval

2.54 We will implement the current training assessment and approval process as detailed in the FORS Professional Training Approval Guide. We will:

- Acknowledge applications on receipt and provide the applicant organisation with the details required for payment of the upfront assessment fee.
- Save the application and supporting documentation.
- Start the assessment once the upfront assessment fee has been collected. The application will be assessed by two members of the team, with one person having the role of primary assessor and the other being the secondary assessor. The primary assessor will assess the applicant's training documentation against the training objectives and learning outcomes required for the 'theme' to which the course relates (i.e. road safety; efficiency etc.) and will document whether the training course being assessed meets the criteria. The secondary assessor will then review the primary assessor's work, and the two assessors will then decide whether the criteria for approval have been met.
- Approve the application or provide the applicant with feedback on the ways in which the application/supporting documentation must change in order to be approved on re-submission.
- Provide the successful applicant with the FORS Professional logo for use under licence, subject to the return of a signed 12 month licence agreement, and collect the remainder of the assessment fee.
- Update the appropriate records, including uploading the name of the approved applicant to the FORS website.

Training licensing approval

2.55 We will implement the current training licensing assessment and approval process during the Business As Usual period before handing over to the new Administration Concessionaire in early 2022. We will undertake the tasks as described above for the training approvals process i.e. acknowledging applications, requesting payment of assessment fee, assessing the application and communicating the outcome of the assessment. We assume that we will have access to all the information required to allow assessment as currently described in the process, i.e. we will be able to confirm the applicant is a FORS Associate and has an approved JAUPT (Joint Approvals Unit for Periodic Training) training centre.

Our exit/demobilisation plan

2.56 We will agree a demobilisation strategy with the client team up to 18 months in advance of the contract end. This will allow plenty of time for the strategy to be iterated prior to implementation, while also leaving the final year for implementation. We have assumed that certain activities will be done for the last time in the final year and hence will need to be logged or stored for the purposes of handover/hand-back to a new service provider or TfL.

2.57 Steer has experience of developing handover strategies and implementing them from our work for the Department for Transport on the [REDACTED] programme. We had over 10 years of knowledge, experience, processes and documentation to transfer to the new charity tasked with running the scheme after the consultancy contract concluded (Steer also

advised the client on future options and the set-up of the charitable organisation). Tasks included collating the latest processes and documents (preparing process diagrams and narrative where these did not already exist), briefing the charity's staff, and working jointly with them to train staff and provide on-the-job support during a transition period.

- 2.58 Table 2.2 sets out our proposed approach to demobilisation for FORS Governance and Standards. We are flexible on timescales and would look to agree these with the client at the point at which we are developing the strategy, or sooner if preferred.

Table 2.2: Exit/demobilisation key tasks and timescales

Key task	Timescale (T-)
Develop and agree high-level handover strategy	18 months
Prepare initial handover notes and process documents	12 months
Review key project data documents and file structure	6 months
Refine the strategy into detailed handover plan	6 months
Collate non-operational files into handover folders	3 months
Prepare briefing notes for new service provider (if relevant)	3 months
Collate operational files into folders	1-0 months
Transfer files and delete any with personal information in line with GDPR-compliant information management system (following confirmation from client/new Service Provider)	0 months

- 2.59 We will be mindful of data protection requirements when reviewing and collating project data and documents for handover. Our staff are trained in the General Data Protection Regulation (GDPR) and we are committed to processing, storing and transferring data in a GDPR compliant way. For FORS Governance and Standards this is likely to include contact databases, emails, record of training approvals, appeals and details of those who have attended or signed-up to attend events.

Monitoring feedback and reporting

Monitoring feedback

- 2.60 We understand that delivering an excellent standard of service is essential on this project because as the Governance and Standards service provider we will have a critical role in maintaining the integrity of the FORS scheme. Our communications (including but not limited to emails, newsletters, phonecalls and meetings) and our outputs should and will be seen as 'from FORS' rather than 'from Steer', so we are very conscious and respectful of the need to be FORS ambassadors for every day of our commission and as part of this will adhere to the TfL style guide and use Arial 12pt for correspondence.
- 2.61 Receiving, monitoring and acting upon feedback in a regular and timely way will be key to ensuring that we deliver against the client team's expectations, and in so doing play our part in maintaining the integrity of the FORS scheme.
- 2.62 The specification sets out the mandated Service Level Agreements and Key Performance Indicators (KPIs) for performance of the service and we confirm that we will work to these and put in place the administrative systems and processes to allow performance against each of the KPIs to be measured.

- 2.63 In addition to meeting the KPIs and monitoring and reporting our progress every three months, we suggest that we are pro-active in seeking qualitative feedback from both the client team and external stakeholders on a regular basis. Consistent with our standard approach for large, multi-year commissions, we would seek to agree an appropriate schedule and frequency for seeking this feedback with the client team. We suggest developing a template for feedback which can be sent to the client team and any other Governance Group members from which the client team would like us to request feedback.
- 2.64 We will also provide external stakeholders with an invitation to provide us with any qualitative feedback on an 'as and when' basis. We could, for example, include an item about how to provide feedback on our performance in the Terms of Reference for all/selected Governance Groups. Any feedback received in this way would be reported to TfL and if corrective action is needed we would seek to agree the nature and timing for implementation of the action.
- 2.65 We will maintain records of the feedback received, the nature of any corrective action required and taken, and the effectiveness of that corrective action. We will monitor the feedback through ongoing discussion with TfL and seek to identify and correct any recurring issues or themes.

Reporting

- 2.66 As part of Business As Usual Governance and Standards administration we will provide TfL with quarterly and annual reports on FORS Governance and Standards outputs, risks and opportunities. We confirm that we will provide TfL with such reports in advance of quarterly and annual meeting milestones. To ensure that these reports provide the client team with the information that they need, we suggest agreeing a standard reporting format with section headings during the mobilisation phase and taking the opportunity to review the format at routine intervals thereafter.

Systems and processes

- 2.67 The successful delivery of all of our projects from inception to completion relies on the implementation of a comprehensive suite of systems and processes as standard. We have highlighted those which we believe will be particularly relevant to FORS Governance and Standards as follows.

Systems

Information management

- 2.68 Good information management is critical to the efficient delivery of projects and in meeting our contractual and legal obligations to hold information safely and securely. It is important that the project team are able to access and retrieve the information they need to complete their project tasks effectively, and for there to be a shared understanding of how project information must be filed.
- 2.69 For FORS Governance and Standards, we will:
- Securely store digital information electronically, using a standard folder and set of sub-folders arrangement. This information is backed up daily to minimise any potential loss of work/data.
 - Apply standard filing systems so that all project information can be easily referenced and retrieved.

- Restrict access to the project folder to the project team only (only the Project Manager or Director can approve subsequent requests for access).

Learning and development/continuous improvement

- 2.70 There is an ongoing commitment to learning and development across the company. We deliver around four internal seminars per month on a range of topics, support professional membership of our employees and launched a continuous professional development programme in 2017.
- 2.71 We derive lessons for ourselves (our staff, processes and methodologies) and our clients (e.g. how the project was specified/managed) and Business Improvement Forms are available to all staff. At a personal level, we conduct 360-degree reviews to identify and enhance strengths and address areas for improvement.
- 2.72 On the FORS Governance and Standards work, we anticipate that we will need to bring new staff into the project as time goes on, either because we require their specialist skills or because of a natural turnover of staff on this multi-year commission. On the [REDACTED] project we maintained a 'Welcome to [REDACTED] information pack for new members of the team so that they were able to come up to speed on the project's context, its various workstreams and outputs before undertaking their own tasks. We propose developing such a resource to use on the FORS Governance and Standards project too.

Finance

- 2.73 Our in-house corporate team supports Steer with all project finance matters. We have automated weekly project cost reporting that show our Project Managers and Directors the financial position of their projects against budget, based on time and materials billed against the project code by time period, by individual and by sub-contractor. Systems and processes such as these greatly assist our project management teams in delivering work to budget.
- 2.74 We propose setting up a separate bank account to keep fees collected for the processing of training and licensing approvals separate from other Steer funds. Our colleagues in our Finance team will lead on this and will assist the project team with the collection of application fees.

Processes

Internal quality assurance

- 2.75 We have developed and refined our approach to meeting our clients' requirements throughout our 40-year history. Our aim is always to exceed our clients' expectations, adding value wherever possible. Our Quality Management System (QMS) is compliant with the requirements of ISO9001:2015 and is designed to help us achieve these aims in a cost-effective manner. We established our QMS over 15 years ago, and it has been independently reviewed and certified since 2003 by DNV Certification Limited.
- 2.76 In the context of FORS Governance and Standards, we will manage the project in line with our Business Procedures, one of the central components of our QMS. Our internal quality assurance process will follow the principles of a progressive assurance regime of draft and final outputs, reviewing work/analysis undertaken and the resulting conclusions through independent review and due diligence sense-checks. The review process is summarised as follows:

- Plan: we plan our quality assurance approach at proposal stage. Our proposed scope of work, project programme and fee proposal include allowance for standard quality assurance activities.
- Review and technical assurance: workstream leads will undertake regular reviews of project outputs and processes. They will review project outputs and documentation, checking for accuracy first and foremost, and consistency with guidance (including TfL's Style Guide).
- Management review: the Project Manager, Project Director or independent team member will review all major outputs (for example, drafts of the FORS standards during update years).
- Peer Reviews: we can additionally draw on industry experts and independent colleagues more widely within Steer to undertake independent Peer Reviews where required.

Data security and protection (the General Data Protection Regulation (GDPR))

- 2.77 We recognise that the risk of cyber-attack and data theft is a real one. We systematically review the risks to our information architecture and regularly employ external security experts to test our infrastructure.
- 2.78 We are compliant with the General Data Protection Regulation (GDPR) and ensure all our personal data (which in the context of FORS will include stakeholder contract information) is treated according to our Data privacy and Data security policy. We also hold Cyber Essentials Plus certification. We have a dedicated learning platform and all staff regularly attend compliance training.

Resourcing

- 2.79 On a project level, to manage resource requirements, we take time to understand the client requirements then analyse in detail our work pipeline, client feedback and innovation activities. Our formal resource management processes include:
- Weekly forecasting of every individual's forward availability, allowing identification of where support is needed and where there is availability.
 - Weekly team meetings, chaired by Business Heads, to discuss workload and resourcing which feed in to weekly cross-Company Business Briefing Meetings chaired by a member of the Company's Executive Management Team.
 - Project Managers and Directors retain responsibility for day-to-day resource availability as they actively manage projects with direct access to our global resource and wider project management systems. Our Project Directors are senior staff who are experienced and have organisational insight to proactively identify capability requirements and the means by which they can be efficiently provided for client benefit.

Risk assessment and management

- 2.80 We ensure effective risk management through detailed and documented risk assessment and mitigation. Risk is assessed as part of our proposals approach, then at the inception of the project as engage with the client to confirm the details of the requirement, data, dependencies and milestones. Project Managers review and manage risks arising during the projects. Part of this risk assessment is to identify options to mitigate risk without having to compromise on the quality of our deliverables.
- 2.81 Each project has a risk register developed at the proposal stage and then revised upon appointment and upon other key project developments. The risk register is managed and

owned by the Project Manager but accessible to all relevant staff through our shared online storage. The Project Director is accountable for risk management.

- 2.82 We review and respond to risks and issues throughout the project life cycle, from bidding for work through to completion. This includes modifying the approach and methodology, as required, to mitigate both project delivery risks and any risks faced by the client in utilising project outputs.

Project plan

- 2.83 Our project plan for Years 1 to 7 (August 2020 to the end of April 2027) is provided in Appendix A.

Risk assessment

- 2.84 We note the Identified Risks and Mitigations supplied as an Appendix to this opportunity. We have considered these in the preparation of this response and we have identified additional risks and mitigations in respect of the Governance and Standards work specifically (Table 2.3). This is a non-exhaustive list of risks and proposed mitigations and the risk assessment will be subject to immediate review and discussion with the client team following confirmation of contract award.

Table 2.3: Risk/dependency assessment and proposed mitigations (Lhd=Likelihood, I=Impact, H/M/L=High, Medium and Low)

	Risk/dependency detail	Start date	End date	Lhd	I	Risk (LxI)	Mitigation proposed	Risk owner
1	Handover from AECOM during transition not completed properly/to time.	Contract award	End of transition	M	L	Low	AECOM's obligations for the transition period set out in their contract. Swift review of documentation received to enable reporting of incomplete information. Regular communication with client team and AECOM during transition.	Steer & TfL
2	Criticism of membership or composition of Governance Groups/appeals boards.	Transition	End of contract	M	M	Med	Manage and regularly review composition of each of Governance Groups in line with Terms of Reference and take proactive and pre-emptive steps to manage balance/conflict issues.	Steer PM
3	Conflict/non collegiate working between Governance Group members.	Transition	End of contract	L	M	Med	As per 2 - vet applications for Governance Groups and proactively manage membership in line with agreed Terms of Reference.	Steer PM
4	Contribution from Governance Group members not as required – risk to timescales and quality of decisions and ongoing work.	Transition	End of contract	L	M	Med	As per 2 – members to attend meetings and contribute in line with Terms of Reference. Members not contributing to be removed from the relevant group.	Steer PM
5	Unable to convene Governance Groups at frequency required.	Transition	End of contract	L	L	Low	Agree forward meeting schedule as far in advance as possible. Facilitate remote joining wherever possible.	Steer PM
6	Unable to secure appropriate meeting venues at zero cost.	Transition	End of contract	L	M	Med	Use Steer offices to host meetings wherever possible. For GSAG meetings, ask members to host on a rotating basis. Consider value of including requirement to host meetings in TOR.	Steer PM
7	Delays in approval/endorsement from TfL	Transition	End of contract	L	M	Med	Proactive and regular communications with TfL to include discussion of forward programme of decision-points.	Steer & TfL

	on Governance Group recommendations.							
8	Increased volume of training approval/licensing approval requests (beyond TfL's estimate).	Transition	End of contract	M	L	Low	Review resourcing requirements at regular intervals and identify in advance where additional team members are needed to process applications/review appeals.	Steer PM
9	Difficulty in collaborating with Administration Concessionaire	Transition	End of contract	L	L	Low	Regular progress/update meetings with TfL and Administration Concessionaire. Develop joint working statement/Memorandum of Understanding if required. Each organisation to appoint principal and secondary contacts.	Steer
10	Natural turnover of staff within project team – continuity of service and project knowledge during contract period of up to 6.5 years.	Start of contract	End of contract	M	M	Med	All roles to have at least two members of staff with experience and/or training to perform role. Develop 'how to' internal resources to help new staff undertake tasks on the project. Ensure adequate handover plans are in place and review handover approach as appropriate.	Steer PM & PD
11	Project team staff unavailable for the project due to other project commitments.	Start of contract	End of contract	L	M	Low	Steer PM and PD to review resourcing regularly and identify time critical periods of delivery, escalating resourcing concerns within the company as required. Continue to implement Steer's standard approach to resource management (i.e. weekly forecasting and discussion of constraints and required actions).	Steer PM & PD
12	Cyber-attack/power outage leading to information loss.	Start of contract	End of contract	L	M	Med	Continuous implementation of Steer's data security and business continuity protocols. Liaise with TfL about the processes and systems in place and agree further action if necessary.	Steer PD

Managing the Canary Wharf Transport Forum, Canary Wharf Group, 2011-ongoing

2.86 Steer has supported Canary Wharf Group with the management and governance of the Canary Wharf Transport Forum since 2011. The Transport Forum is a group of businesses in Canary Wharf that meet quarterly with other stakeholders such as Transport for London, London City Airport, Thames Clippers, the DLR, Tower Hamlets and others. The aim is to discuss current transport issues and future changes and improvements that can be put in place to further improve connectivity to/from Canary Wharf and ensure communication channels between businesses and transport providers are open and maintained. The Steer team attend each forum, take notes, ask questions where appropriate, and create a quarterly newsletter to send to all members of the Forum.

Figure 2.1: Example of newsletter sent to members of the Transport Forum



Review of governance arrangements for a Northern city transport authority, confidential client, 2018-2019

2.87 Steer supported a Combined Authority in a review of their transport governance arrangements, which needed to evolve as the authority took on newly devolved powers and competences. Steer interviewed a selection of leading stakeholders in the region to establish their perceptions of the strengths and weaknesses of current arrangements and explore options for change. Steer also reviewed and presented organograms describing governance arrangements in nine comparator cities, including four other UK Combined Authorities as well as London, New York, Boston, Vancouver and Paris. We provided recommendations to the Authority for how governance could be strengthened and how the proposed changes implemented in a phased programme.

3 Mobilisation and initial transitional project plan

3.1 This section of our response contains our response to Question 3 in Table 7 of the ITT. As directed, it covers our methodology and approach to managing the Mobilisation and Transition phases of the FORS Governance and Standards contract.

Mobilisation phase

Project inception meeting

3.2 We will begin the mobilisation phase with an inception meeting with the client team, attended by Steer's Project Manager and Project Director. Our preference is for this meeting to be a face-to-face meeting at either our or TfL's offices, but we will be happy to attend an online meeting if required. The purpose of this meeting is to introduce Steer's management team and primary points of contact; confirm the programme of work and arrangements for the mobilisation and transition phases; and set-up the forward programme of meetings between the client team and Steer. In addition, we anticipate using this meeting to:

- understand TfL's expectations about the way in which the project will run, including any key outcomes that are in addition to the KPIs specified in the Service Level Agreement;
- review our resourcing and pricing assumptions (as per the Pricing Matrix and the pricing assumptions noted in section 6 of this document), in particular those relating to the training approval and licensing fees;
- discuss TfL's expectations for how we work with AECOM to complete the transition phase;
- review the risk registers for the mobilisation and transition phases, as well as the risk register for the project overall;
- discuss the client team's governance arrangements and the process for seeking sign-off from TfL on any recommendations/decisions from the Governance Groups.

3.3 We will provide the client team with a concise note of the inception meeting and updated project plans (in the event that timescales have changed) within one week of the meeting.

Internal inception meeting (staff mobilisation)

3.4 Consistent with our Business Procedures, a core component of our ISO-compliant Quality Management System, we will convene an internal inception meeting to be attended by our core Steer team and our subcontractor Chris Endacott. At this meeting the Project Manager and Director will outline the client's requirements (and any update to these following the client inception meeting), the project plan and the immediate tasks and responsibilities for each member of the team. We will also discuss the client's reporting requirements and develop any templates/pro forma that are required to fulfil some of the administrative requirements of the project.

3.5 As our core team is formed by existing Steer staff, our plan for staff mobilisation is for everyone in the team to attend the internal inception meeting and to start work as directed by the Project Manager and Director. We are not proposing to recruit a new member of staff to perform a FORS-specific role, so we do not have to account for the time involved in advertising a role, interviewing candidates and so on. Our staff can start mobilising as soon as the contract award is confirmed.

Mobilisation workstreams

3.6 We have identified four workstreams that need to be completed or mobilised during the mobilisation stage. These are:

- project information and processes
- FORS governance
- FORS standards review and update; and
- FORS training approval, licensing and auditing.

3.7 These mobilisation workstreams will run in parallel. The project plan (Figure 3.1) illustrates the timescales associated with each task in these workstreams in GANTT chart format.

Project information and processes workstream

3.8 This workstream will begin at the inception meeting. This workstream will complete in its entirety during the mobilisation phase from inception to week 6, as per the Project Plan.

3.9 Our Project Manager, [REDACTED] will lead and take responsibility for this workstream, with support from our Project Director in addition to wider team members.

Managing the data and documentation handover from the existing concessionaire

3.10 We will contact the existing concessionaire and set up the process of handing over the existing documents and data, as identified in the Admin Concessionaire contract handover exit plan.

3.11 To ensure the data is up to date and there is no loss during the transfer, we will work closely with the existing concessionaire to agree the scope of materials to hand over, tracking the resources in a digital record, using a template as per Table 3.1.

Table 3.1: Example tracking status of resources to be handed over from existing concessionaire

Resource to hand over from existing concessionaire (examples)	Status RAG	Status comment (examples)
Previous (superseded) FORS Standards documentation		Steer acquired, review ongoing
GSAG active membership list		Awaiting confirmation of upload to shared file drive from existing concessionaire
Professional Development Working Group Terms of Reference		Steer review completed; no changes recommended to existing Terms

3.12 We will store securely and review project materials as we receive them. We will ensure the Project Manager has oversight of all materials reviewed, flagging any incomplete

components and working closely with the existing concessionaire to resolve any missing or incomplete elements.

3.13 We propose using a secure data sharing platform (such as Microsoft SharePoint) to ensure the data is transferred securely and will close down the platform after all materials are accounted for.

3.14 We will complete this task within four weeks of contract award. In the fourth week we will provide TfL with a log of the information received along with any comments or final questions for the Administration Concessionaire. We will then obtain TfL's sign off (or otherwise) to confirm that this aspect of the Administration Concessionaire's handover/exit plan has been completed to a reasonable standard.

Set-up email address(es), website admin and financial systems

3.15 As part of the handover we anticipate taking control of an existing FORS Governance and Standards email address/enquiries inbox. We anticipate communicating with Governance Group members via a FORS-specific email address (rather than our own @steergroup.com addresses). If there is not an email address like this already in existence, we will seek to create one in consultation with the company that currently manages website and hosting matters for FORS. In 2019 we took over management of the Construction Logistics enquiries inbox, so we are familiar with the process to follow to ensure a smooth handover.

3.16 We will ensure the project team is familiar with the different communication channels which we are to take over, comprising the Project Manager, Project Director, Workstream leads, and named Project Support roles. This will ensure the communication channel management is resilient, manned by suitable staff numbers trained in the intricacies of the FORS Governance and Standards workstream and the wider FORS scheme. This will ensure we meet the required level of service for processing enquiries as specified in the Service Level Agreement.

3.17 The Project Manager and supporting staff will acquire details for the website content management system from the existing concessionaire and ensure that the relevant pages up to date. We understand the FORS website uses the WordPress platform, which our project team have prior experiencing managing.

3.18 During the mobilisation phase we will open a client bank account to handle training and licensing fee payments, separately to Steer's main accounts. A financial control process with full segregation of duties will be put in place to ensure funds are managed in a transparent and secure manner. We will seek to confirm TfL's requirements for this aspect of the commission as soon as possible following contract signing (before the inception meeting, ideally), and then provide TfL with a memorandum to confirm the detail of the arrangements put in place and the process and frequency by which fees paid to Steer will be transferred to TfL (in full).

FORS Governance workstream mobilisation

3.19 We will begin mobilisation of the FORS Governance workstream in order to prepare for our role in the Business As Usual period of activity. This workstream will begin within two weeks of project inception (week 3), with all tasks associated with the mobilisation phase complete by week 9, and further tasks due in the transition phase.

3.20 Our Project Manager, [REDACTED] will lead and take responsibility for this workstream, with support from our Project Director and in liaison with senior team members [REDACTED] and [REDACTED] who will be leading parallel workstreams during this phase.

Governance Groups

3.21 We will establish our Project Manager, [REDACTED] as the named point of contact for members of all Governance Groups. His phone and email details will be made available as the FORS Governance and Standards workstream leader, though we anticipate that most Governance Group communication will be handled through a separate email address so that any member of the Steer project team can respond to queries.

3.22 We will review the Terms of Reference for the Governance Groups and appeal boards. For each existing set of terms, we will:

- establish which elements require updating in liaison with TfL, the existing administration concessionaire, and, where appropriate, the Governance and Standards Advisory Group (GSAG);
- obtain sign-off from TfL for any proposed updates; and
- issue the updated terms to all respective group members in electronic format.

3.23 Further, we will review the membership of each Governance Group. As part of this process we will:

- establish whether existing members meet the membership requirements in accordance with the Terms of Reference for each group; and
- fill vacancies in each group through consultation with the industry, the Admin Concessionaire and TfL to identify, and subsequently approach, new candidates. Our approach to maintaining membership of the Governance Groups (including vetting potential new members is outlined in our Business As Usual response in section 2).

Working Groups

3.24 We will appoint a chair of each operational Working Group, chosen from the existing membership and in consultation with TfL for recommendations. We will appoint chairs for new Working Groups as and when they are initiated. We will vet potential candidate organisations for chairpersonship, engaging with each Working Group membership to ensure the vetting process is industry-owned, and seek to establish perceived and actual conflicts of interest so as to maintain the neutrality of the role. We will liaise with the Administration Concessionaire to ensure this process of due diligence retains continuity with existing methodology and maintains the confidence of Working Group members.

3.25 For each Working Group meeting, we will establish the agenda in liaison with TfL and members, take and distribute minutes and actions, and book suitable venues. We propose to hold as many Working Group meetings as feasible in the Steer offices, to seek best value throughout the commission. Steer has established offices in London, Leeds and Manchester as of April 2020, each capable of hosting meetings with up to 15 participants.

Appeals boards

3.26 Additionally, we will update the Terms of Reference for the GSAG regarding the formation and remit of the appeals boards. We will review the existing Terms of Reference, harnessing our prior experience in scheme governance and feeding in our industry expertise to ensure the appeals process is transparent and industry-owned.

3.27 We will ensure that resilience is built into the heart of the appeals process so that appeals boards can be convened quickly as appeals are launched, as well as undertaking due diligence checks on board members to ascertain any actual or perceived conflicts of interest. This will ensure that if the number of appeals increases in coming years as TfL expects, the appeals process will be sufficiently resilient, capacious and agile to respond to demand.

FORS Standard workstream mobilisation

3.28 This workstream will begin in week 3 of the project. All elements of this mobilisation phase workstream will be complete by week 8, as per the project plan, with elements continuing to the transition phase. Our senior team member [REDACTED] will lead this workstream, with managerial and resourcing support from the Project Manager.

FORS Standard Version 6 finalisation

3.29 We will review the recommended changes for the FORS Standard, ahead of the launch of Version 6 planned from week 14 of the project. This will include:

- examining in detail the recommended changes to the standards, feeding in our in-house industry expertise to assess the implications of the updates for fleet operations and stakeholders in the wider industry (e.g. regulators);
- establishing a digital communication channel to relevant officers at TfL in order to acquire sign-off on all recommended changes to the standards. We propose to establish a named email contact (or team) at TfL, with access to a digital file sharing platform, such as Microsoft SharePoint, to share documents, proposed amendments, and any other relevant material relating to Version 6.
- acquire final approval for the updated standards from TfL in week 7 (week commencing 14th September 2020).

3.30 We will ensure lines of communication to TfL are resilient and remain in place for the duration of the project, to enable sharing of material during future standards reviews (with the first due to commence in January 2022).

FORS standards Version 6 launch

3.31 The launch of the new standards is planned for early to mid October 2020, from week 10 of the project. The new standards will be adopted from January 2021. To ensure the launch is impactful and reaches the target audience, Steer will engage with TfL and the Administration Concessionaire to understand the nature of our role in any launch campaign/communications with stakeholders.

3.32 Further, we will ensure FORS is represented at industry events in the weeks leading up to the Version 6 launch.

- we will seek marketing and PR opportunities from project inception in anticipation of the launch in Autumn 2020. These could include the 'Freight in the City' conference (hosted last year in north London) and one or more of the Freight Transport Association's 'Transport Manager' conferences (UK-wide conference series); and
- we will approach FORS members to present at these opportunities on FORS' behalf as brand ambassadors, focusing on raising the profile of the new standards in advance of the launch date. In the first instance, we will approach members of the Standards Review Working Group convened prior to this commission to represent FORS, as this group has had a core role in creating the Version 6 standard. However, we will also look

to wider Governance Groups and Working Group members to ensure appropriate brand ambassadors can be identified.

- 3.33 We will ensure all members of our project delivery team are fully briefed on the changes published in Version 6 in the weeks ahead of the launch, and how it might impact operators and stakeholders across the industry, in order to respond comprehensively and constructively to any enquiries from Governance Group members.

FORS training approval, licensing and auditing workstream mobilisation

- 3.34 This workstream will begin in week 4 of the project. All mobilisation phase elements of this workstream will be complete by week 12, with further elements proceeding in the transition phase, as per the project plan. Our senior team member [REDACTED] will lead this workstream, with managerial and resourcing support from the Project Manager.

Training approval and licensing

- 3.35 In week 11 of the project we propose to hold a Professional Development Working Group meeting to determine updated quality standards for training approval, including for proposed new types of training course (e.g. manager training).
- 3.36 In advance of the meeting we will review existing resources regarding training and licensing approval. We propose that the Working Group critically reviews the existing guides for training and licensing approval, focusing on:
- ensuring the training objectives (TOs) and learning outcomes (LOs) within the training approvals assessment and the competency framework within the licensing approval assessment are aligned with industry best practice and work positively to support the reputation of FORS as a world-leading recognition scheme, including in proposed new training courses;
 - ensuring the approvals process, including fees payable, are clearly communicated to applicants.

- 3.37 We will take forward actions identified from this Working Group into the next phase of the project, publishing new training approval and licensing approval guides in week 15.

- 3.38 In tandem with this process we will review the training and approvals process so that it remains transparent and fair in assessing applications and issuing decisions and is commercially sustainable. This will pre-empt the updating of fees charged programmed for the Business As Usual phase of the project from February 2021.

Auditing

- 3.39 A new Administration Concessionaire will be appointed in January 2022. Until the new concessionaire is appointed, we will assume responsibility for all stages (1 to 5) of the Audit Provider Approval process. We will liaise closely with the existing Concessionaire to complete hand over of the auditor approval procedure while minimising disruption to any in-progress applications.
- 3.40 Following the appointment of the new Concessionaire, we will maintain responsibility for Stage 1 (expression of interest), Stage 3 (commercial details) and Stage 5 (commercial agreement signed).
- 3.41 We will review these processes to ensure they remain transparent, robust and aligned with the objectives of FORS, informing our recommendations planned for the transition phase.

Transition phase

- 3.42 During the transition phase, the Governance, Standards and Training workstreams will progress to enable full assumption of business-as-usual activity by the 1st February 2021, six months after project inception. However, Steer are proposing to programme all discrete tasks associated with this phase to complete by week 22 (week commencing 28th December 2020). Beyond this date we will continue to support the implementation of the new FORS standards (Version 6), and manage and coordinate the appeals process, prior to the Business As Usual programme phase beginning in February 2020.

FORS governance workstream transition

- 3.43 This workstream will continue from the mobilisation phase, with all tasks associated with the transition phase programmed from week 12 to week 22. Our Project Manager will continue to lead this workstream, with support from our Project Director and in liaison with senior team members [REDACTED] who will continue to lead parallel workstreams during this phase.
- 3.44 We will develop and implement an updated process to rotate membership of all Governance Groups and appeals boards. This will involve engagement with existing and past members of the groups to identify the most effective method of rotation. The GSAG membership rotation will comprise at least 10 per cent of members rotating every 12 months.
- 3.45 We will identify new members and organisations to sit on the GSAG, Executive Group, and Working Groups, including the Standards Reviews Working Group. After identifying potential new members we will undertake engagement with existing and past members, to ensure the GSAG membership is reflective of the industry and represents a wide range of stakeholders. We will ensure new members are properly vetted for achieving the criteria for participation in the respective group.
- 3.46 We will develop an electoral process to allow an Audit Provider to sit on the GSAG. We propose to implement this electoral process at the annual FORS Approved Auditor Meeting, (scheduled for May 2021) to elect an Auditor representative to the GSAG for the following 12 month period. This electoral procedure would repeat itself every 12 months for the duration of the contract period.

FORS standards workstream transition

- 3.47 During the transition phase, the FORS standards review will have completed, approval for Version 6 achieved, and the new standards launched in Autumn 2020. [REDACTED] will continue to lead this workstream, supporting the continuous review of the standards before the first 'formal' review of the standards under this new contract begins in January 2022.

FORS training approval, licensing and auditing workstream transition

- 3.48 From weeks 13 to 19 we will continue to update the training approval and licensing approval forms, informed by the outcome of the Professional Development Working Group meeting held in week 11. During this period we will continue to manage the appeals process, including in convening of appeals boards should an appeal be lodged.
- 3.49 We will seek sign off from TfL on the updated approval documents in week 16 (with clear guidance for the client team about the timescales for approval to remain on track), in advance of full publication of the guidance planned for week 19.

- 3.50 We will publish the new documentation on the FORS website and send out communications by email publicising the changes to all members, approved auditors, approved and licensed trainers, and applicants undergoing the approvals procedure at the time the guidance is updated.
- 3.51 Following our auditor approval process review, we will report on our recommended changes to the Requirements for Audit Providers guidance document. Further, we propose to present our review at the annual FORS Approved Auditor Meeting in May 2021.

Project plan for mobilisation and transition

- 3.52 Our project plan for the mobilisation and transition phases is provided in Appendix A.

Risk assessment for mobilisation and transition

- 3.53 Our risk assessment for the mobilisation and transition phases is shown on the pages which follow in Table 3.2.

Table 3.2: Risk/dependency assessment and proposed mitigations affecting mobilisation and transition project phases (Lhd=Likelihood, I=Impact, H/M/L=High, Medium and Low)

	Risk/dependency detail	Start date	End date	Like-likelihood	Impact	Risk rating	Mitigation proposed	Risk owner
1	Handover documents and resources from AECOM hampered by technical limitations.	Start of contract	End of transition	L	L	L	AECOM's obligations for the transition period set out in their contract. Regular communication with client team and AECOM during transition. Secure online file transfer platform set up and monitored closely to hand over digital resources. Backup online file sharing platform identified in case of technical difficulties.	Steer PM
2	Handover resources are incomplete; missing documents, guidance and/or other resources.	Start of contract	End of transition	L	L	L	AECOM's obligations for the transition period set out in their contract. Proactive, continuous review of documents and resources transferred to Steer to check for completeness. Resource tracker kept up to date to ensure all documents are accounted for and reviewed for completeness.	Steer & TfL
3	Professional Development Working Group is inconclusive in determining updated training quality standards.	Start of contract	End of transition	L	M	Med	Proactive preparation in advance of meeting to set detailed agenda (so attendees know their obligations), prepare and present Steer review of training approvals documentation and processes, and resolve to agree updated standards at meeting	Steer PM
4	Appeal lodged during mobilisation / transition phase.	Start of contract	End of transition	M	L	L	Appeals boards contact information and Terms of Reference acquired early in handover from AECOM. Steer resource planning designed to accommodate additional workload should appeal be	Steer PM

							lodged, convening appeals board and processing appeal documentation.	
5	Delays in approval/endorsement from TfL on all recommendations.	Start of contract	End of contract	L	M	Med	Proactive and regular communications with TfL to include discussion of forward programme of decision-points.	Steer & TfL
6	Project team staff unavailable for the project due to other project commitments.	Start of contract	End of contract	L	M	Low	Steer PM and PD to review resourcing regularly and identify time critical periods of delivery, escalating resourcing concerns within the company as required. Continue to implement Steer's standard approach to resource management (i.e. weekly forecasting and discussion of constraints and required actions).	Steer PM & PD
7	Cyber-attack/power outage leading to information loss.	Start of contract	End of contract	L	M	Med	Continuous implementation of Steer's data security and business continuity protocols. Liaise with TfL about the processes and systems in place and agree further action if necessary.	Steer PD

4 Resource allocation

4.1 This section contains our response to Question 4 in Table 7 of the ITT. Here we introduce our proposed project team for delivering the project and our proposals for the team's structure and individual roles. Summary CVs for the project team are provided in Appendix B.

Our project team

4.2 The team includes expertise in stakeholder engagement and management, freight policy and planning, and, from our previous experience delivering the [REDACTED] Support Services contract for Department for Transport, experience in developing and updating standards and training documents. We propose a focused team of experienced individuals to deliver this project, structured as set out in Figure 4.1.

Proposed team structure

4.3 Our proposed team structure is provided in Figure 4.1. We propose that our core project delivery team has three component parts.

- **The management team**, comprising our Project Manager and Director. The management team will lead and direct the team to complete project tasks and will be responsible for quality assurance. The management team will be the client team's and the Administration Concessionaire's primary contacts for the duration of the project.
- **Delivery leads and call-off support**. We propose two workstream leads to support the Project Manager and Director in delivering major/more technical elements of the Governance and Standards support. Both of our nominated workstream leads were key members of the [REDACTED] Support Services team and their experience on [REDACTED] maps well to the workstreams on which they will be asked to lead for FORS. We are also pleased to include [REDACTED] Gfleet Services Ltd. within our core delivery team. We anticipate making use of Chris's expertise in fleet management (with specific expertise in environmental performance) to support with more technical aspects of the Governance and Standards work. Our Project Manager will be the lead on all aspects of Business As Usual governance and administration.
- **Business As Usual delivery team**. We have identified two consultants to provide ongoing support across all aspects of FORS Governance and Standards. These consultants will work closely with the management team and the delivery leads to provide day-to-day support and administration activities. We have also identified a member of our Finance team as part of our core delivery team, principally to support the collection of fees associated with the training approval and licensing processes, but also to support with regular financial reporting for the client team.

Figure 4.1: Proposed team structure for FORS Governance and Standards delivery

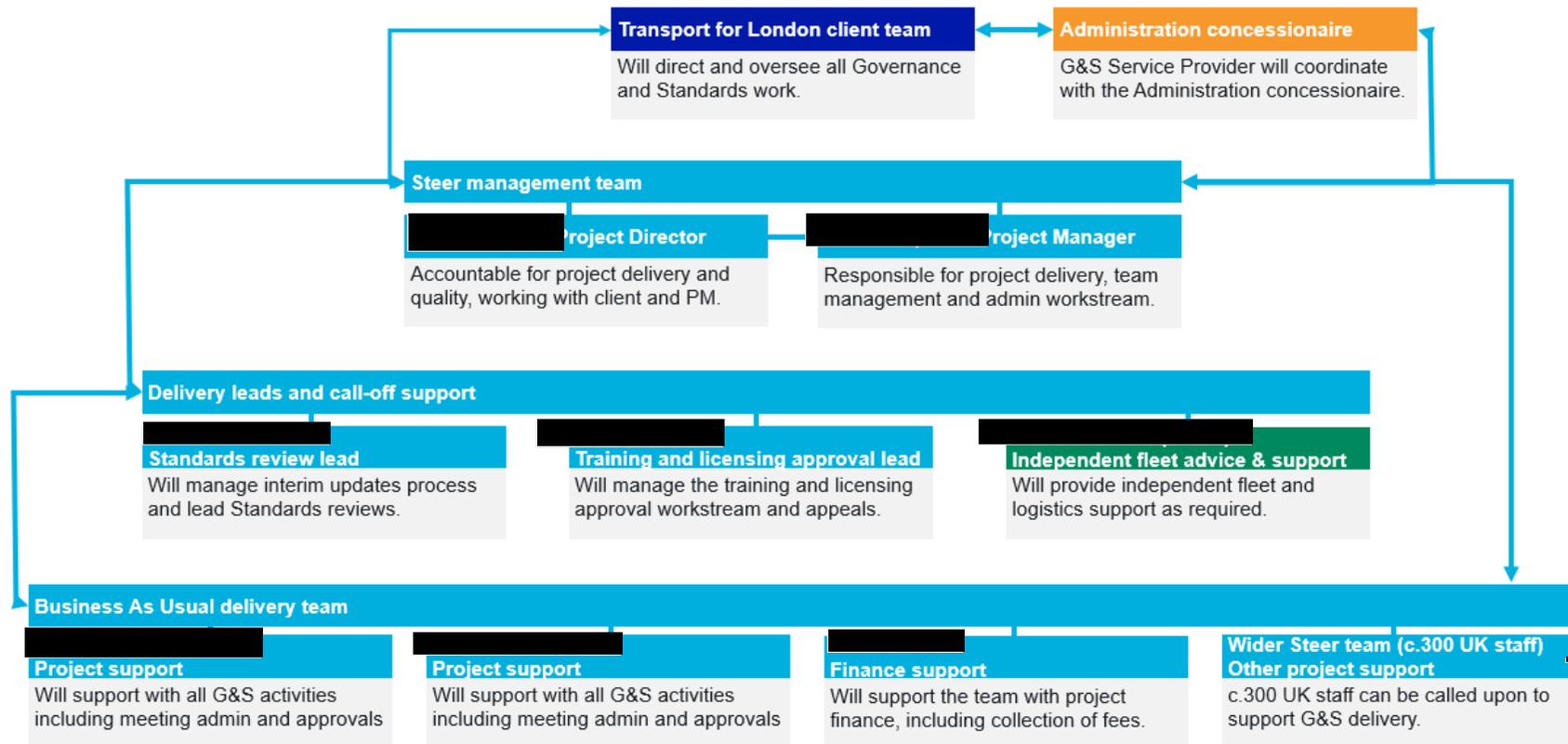


Figure 4.2: Back-up arrangements for key roles

Role	Primary	Back-up
Project Director	[Redacted]	[Redacted]
Project Manager	[Redacted]	[Redacted]
Standards review lead	[Redacted]	[Redacted]
Training and licensing approvals lead	[Redacted]	[Redacted]

The management team

4.4 Steer nominates a Project Director and Project Manager for every project that we undertake. The Project Director is accountable for the delivery and success of the project and its outcomes. The Project Manager will be TfL's principal point of day-to-day contact and will be responsible for delivering the project to time, to budget and to quality.

[Redacted]

[Redacted text block]

[Redacted]

[Redacted]

■

[Redacted]

[Redacted]

■

[Redacted]

[Redacted]

■

[Redacted]

[Redacted]

■

[Redacted]

■

[Redacted]

■

[Redacted]

5 Approach to account and contract management

Overview

- 5.1 At Steer we have well-established and effective processes for managing major client accounts and long-term projects such as FORS Governance and Standards. The company prides itself on have systems and processes in place to maintain high standards of delivery throughout the project lifecycle, to the benefit of clients and stakeholders.
- 5.2 We appreciate that technical expertise alone is rarely sufficient to deliver a successful consultancy assignment. Our projects typically require us to bring together insight, analytical capability and technical understanding across a range of disciplines in order to provide clients with an integrated service tailored to their needs.
- 5.3 Steer's project management approach focuses on understanding the problem or issue that the client faces. It requires:
- confirmation of the underlying goals as well as the detailed requirements of the project;
 - thorough and ongoing, transparent management of risk to ensure we deliver what was agreed;
 - identification of the constraints, including resources, timescales and data; and
 - clarification and agreement of the intermediate milestones, outputs and processes that define successful delivery.

Account management structure

- 5.4 Consistent with our accredited Quality Management System, Steer nominates a Project Director and Project Manager for every project which we conduct. The Project Director is accountable for the success of the project and its outcomes, retaining overall leadership of the project and its accountability for ensuring the project delivers to time, cost and quality. The Project Director will ensure compliance with our independently-accredited Quality Management System and work with the Project Manager to deliver, review and approve outputs that meet the client's requirements and our proposition.
- 5.5 Our nominated Project Directors are highly experienced in their respective fields of expertise. Every Project Director must have completed (and refreshed as appropriate) our internal suite of competence training before taking on this role. The Project Director will be TfL's senior point of contact and will lead the contractual relationship between our organisations. We have nominated [REDACTED] to be our Project Director for this project.
- 5.6 The Project Manager will be TfL's principal point of day-to-day contact and will be responsible for delivering the project to time, to budget and to quality. Our Project Managers, experienced and highly competent professionals in their own fields, co-ordinate the project's resources and own the project programme. Our Project Managers hold regular internal meetings with the project team to ensure each task is appropriately resourced and

outputs are produced to high levels of quality. The Project Manager also owns the risk register (drafts of which are provided in sections 2 and 3), which is populated prior to inception, re-visited at inception and then regularly reviewed to appraise any risks to the outputs or programme. Appropriate risk mitigation measures will be put in place by the Project Manager and regularly communicated with the client team via the monthly meetings. [REDACTED] will be our Project Manager for this project.

- 5.7 Our projects are delivered in line with established project management methodologies (PRINCE2 and APMP). Steer has a comprehensive internal training programme for new project managers and new joiners. We support staff to gain accredited project management qualifications, usually APMP.

Communications, meetings and reporting

- 5.8 Our experience of delivering long-term projects such as the FORS Governance and Standards will help us in communicating and reporting to the client team effectively. We will agree the reporting schedule with the client at project inception, which will include TfL's suggested frequency and format of progress meetings and reporting format. Based on our experience delivering [REDACTED] support services to the DfT for over a decade we propose:

- monthly one-to-one meetings between our PM and TfL's project lead, to discuss detailed project issues, share knowledge and ensure TfL are appraised of day to day issues and decisions. We believe a strong working relationship between our PM and TfL's project lead is important, as this proved to be the case in our years of work with the DfT.
- Monthly managers meetings attended by our PM, PD and core members of our team as required, to meet with TfL's lead and key client team members. We recommend a standing agenda in addition to discussion of ad hoc items arising.
- Concise, written progress reports each month, up to two sides of A4, describing progress on key workstreams and reporting key metrics such as progress on KPIs, dates in the diary for governance group meetings, and the number of appeals received (if any). The report will consider any emerging risks and potential mitigation as well as potential opportunities for continuous improvement.
- Yearly or twice-yearly scheme review meetings, an opportunity to step back and review high-level progress and direction of the scheme. These sessions will provide a chance for the TfL and Steer teams to identify scheme development opportunities collaboratively.

- 5.9 Underpinning the above, it is important to emphasise that our PM and PD will only ever be a phone call away. We will work hard to build a strong and sharing relationship with the TfL lead and team for FORS and we will make the most of opportunities for informal check-ins and updates with the TfL lead outside of the formalised meeting and reporting structure.

Performance management and continuous improvement

- 5.10 Given the duration of the FORS Governance and Standards contract, we will seek formal feedback from TfL periodically throughout the project. This request will come from a member of Steer's senior leadership team e.g. UK Managing Director or the Head of Division with oversight of the team delivering the project for TfL. The purpose of this feedback request is to ensure the opportunities for learning and continuous improvement are formalised and the outcomes of these delivered within the project, to the benefit of TfL and stakeholders. The UK Managing Director and Head of Division are additional points of

contact for the client should it ever be necessary to escalate an issue beyond the allocated PM and PD.

- 5.11 We recognise that with any longer-term project there is potential for staff turnover in client and consultant teams, which can create opportunities but must any transition must be managed effectively to ensure continuity of high quality service provision. Our starting point will be to maintain consistency and continuity in our team for the FORS Governance and Standards. The best way to maintain consistency of delivery and staff is by creating the right environment to maximise staff retention. We focus on motivating our people and incentivising them to perform and develop. We reward them and make sure they get the recognition they deserve when they excel. Steer's employee-ownership structure encourages retention and engagement long-term.
- 5.12 We also seek to accelerate promising people to give them the experience that will broaden their knowledge and build capability. For the FORS Governance and Standards, our PM and PD will seek to bring in new people to the project team where opportunities arise, to ensure new views and innovation are brought to the team. This will also help build resilience in the team, by having a wider pool of consultants with knowledge of the project who could step in or step up should any members of our core team become unavailable.

Adding value to the FORS Governance and Standards

Our partnership approach to project delivery

- 5.13 Steer maintains flexibility in its approach and strives to accommodate clients' needs throughout project delivery, working in partnership with clients to help them achieve their project objectives. This approach is reflected in the feedback we receive from clients and in our strong positive ratings from client project managers on major frameworks such as those we hold with TfL and TfGM.
- 5.14 Our partnership approach was illustrated in our work with the Liverpool City Region Combined Authority to review specialised transport provision in Merseyside. We held weekly conference calls with the client team and regular face to face progress meetings to keep the client updated on progress and aware of any factors such as the supply of data from the boroughs that would affect the tight project timescale. Through these progress meetings we worked collectively with the clients to source data and information from borough colleagues.

Independence and impartiality

- 5.15 Steer is an employee owned organisation with staff who pride themselves on the independence and impartiality of their advice. The company is not tied to downstream agencies such as software providers, and uses a range of tools to answer clients' complex questions depending on which tool is most appropriate. This provides us with a broad range of geo-spatial and data analysis expertise. We have no obligations to downstream construction resources and we provide objective, unbiased advice. This will add value to our delivery of the FORS Governance Review and standards because the advice given will be based on the merits of the available evidence, data and stakeholder environment, aligned to TfL's overarching scheme objectives.

Knowledge transfer

- 5.16 We transfer skills and knowledge in a sustainable way to our clients to ensure collective understanding of what we did, why and how; the conclusions and context; and the

principles and underlying factors to enable future interpretation of events and consideration of how our conclusions/recommendations might change or evolve.

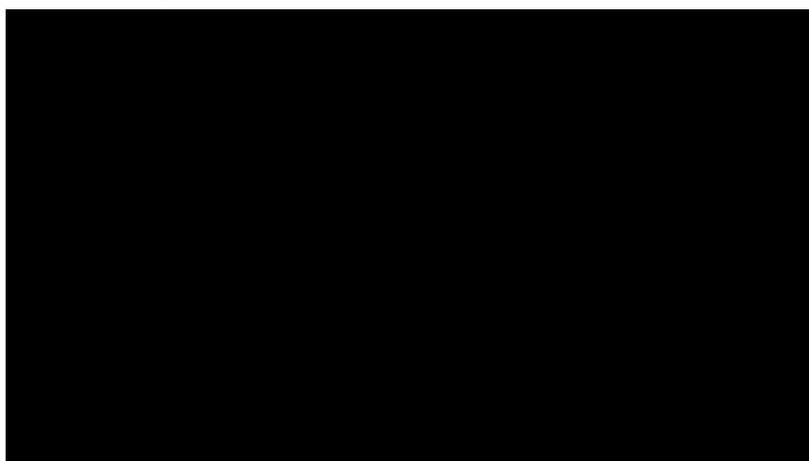
5.17 We facilitate knowledge transfer within normal project delivery, for example:

- hand-over and training on tools/models/bespoke processes developed
- sharing documentation prepared with our clients
- inviting the client team's participation in project meetings at each step of project delivery: inception, reviews and lessons learned; and
- successfully developing and delivering training to, and for, clients when documenting best practice guidelines.

5.18 We also manage and share our wider knowledge and expertise in the transport sector in less formal ways:

- We hold knowledge sharing events with our clients, e.g. our Research and Innovation events and our programme of 'Movement Matters' seminars.
- We add clients to our mailing lists for The Review, a quarterly update on news and innovation within the sectors in which we work; and
- We run 360-degree feedback sessions where possible.

Figure 5.1: A Movement Matters event in Manchester, delivered in partnership with Manchester China Forum, presenting findings from our work on the new direct flight to Beijing



Appendices

A Project plans

B Team CVs

Control Information

Prepared by

Steer
28-32 Upper Ground
London SE1 9PD
+44 20 7910 5000
www.steergroup.com

Prepared for

Transport for London
5 Endeavour Square
London E20 1JN

Steer project/proposal number

██████████

Client contract/project number

tfl_scp_001957

Author/originator

██████████

Reviewer/approver

██

Other contributors

████████████████████

Distribution

Client: Steer:

Version control/issue number

Version 1.0 for submission

Date

21/04/2020

Complex questions. Powerful answers.

Infrastructure, cities and transport are constantly evolving to meet new demands, new ideas and new technologies. Mixing rigour and technical expertise with an open-minded, imaginative approach, we help our clients maximise opportunity and realise value within this rapidly changing landscape.

Impartial, objective and results-driven, we are never content simply to meet expectations. We combine our commercial, economic and planning expertise to find powerful answers to complex questions. Answers that help people, places and economies thrive.

