



Tunnels Outstation Maintenance Services Agreement

Schedule 15

Responsible Procurement

SCHEDULE 15

RESPONSIBLE PROCUREMENT

1. Scope

- 1.1 This Schedule is broken down into four parts which set out the Service Provider's obligations under this Agreement with regard to strategic labour needs and training: Part A (*Equality and Supplier Diversity*); Part B (*Strategic Labour Needs and Training*); Part C (*Ethical Sourcing*); and Part D (*Environmental Management*).
- 1.2 A list of TfL's equality and diversity definitions can be found in Annex 5 (*General Equality and Diversity Definitions*) to this Schedule.

PART A

Equality and Supplier Diversity

2. Compliance

- 2.1 Without limiting any other provision of this Agreement, the Service Provider shall, in relation to the Services:
- (A) not unlawfully discriminate; and
- (B) procure that the Service Provider's Personnel do not unlawfully discriminate, within the meaning and scope of the Equality Act 2010 (the "**Equality Act**") and any other relevant enactments in force from time to time relating to discrimination in employment.

3. The General Equality Duty

- 3.1 The Service Provider acknowledges that under section 149 of the Equality Act TfL is under a duty to have due regard for the need to, amongst other things:
- (A) eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by or under the Equality Act;
- (B) advance equality of opportunity between people who share a relevant protected characteristic and persons who do not share it; and
- (C) foster good relations between people who share a relevant protected characteristic and persons who do not.
- 3.2 As at the Effective Date, the nine (9) protected characteristics as set out in the Equality Act are: (i) age; (ii) disability; (iii) gender reassignment; (iv) marriage and civil partnership; (v) pregnancy and maternity; (vi) race; (vii) religion and belief; (viii) sex; and (ix) sexual orientation.
- 3.3 In the performance of this Agreement, the Service Provider shall, and shall procure that its Sub-Contractors shall, assist and co-operate with TfL to the greatest extent possible in satisfying this duty.
- 3.4 TfL's workplace harassment policy (the "**Workplace Harassment Policy**") as updated from time to time and notified to the Service Provider requires TfL's Personnel to comply fully with the Workplace Harassment Policy to eradicate harassment in the workplace. The Service Provider shall:

- (A) ensure that the Service Provider's Personnel who are engaged in the performance of this Agreement are fully conversant with the requirements of the Workplace Harassment Policy;
- (B) fully investigate allegations of workplace harassment in accordance with the Workplace Harassment Policy; and
- (C) ensure that appropriate, effective action is taken where harassment is found to have occurred.

4. **Strategic Equality and Diversity Plan**

- 4.1 The Initial Strategic Equality and Diversity Plan shall be submitted by the Service Provider for Approval within twenty (20) Business Days of the Effective Date or such other period specified in the Mobilisation Plan.
- 4.2 Once Approved, the Service Provider shall comply with the Approved Strategic Equality and Diversity Plan and shall procure that each of its Sub-Contractors:
 - (A) adopts and implements; and
 - (B) in respect of Indirect Sub-Contractors, procures that those Indirect Sub-Contractors adopt and implement,

a Strategic Equality and Diversity Plan in respect of its staff engaged in relation to the performance of this Agreement which is at least as extensive in scope as the Approved Strategic Equality and Diversity Plan.

5. **Diversity Training Plan**

- 5.1 The Initial Diversity Training Plan shall be submitted by the Service Provider for Approval within twenty (20) Business Days of the Effective Date or such other period specified in the Mobilisation Plan.
- 5.2 Once Approved, the Service Provider shall comply with the Approved Diversity Training Plan in relation to all of the Service Provider's Personnel and shall procure that each of its Sub-Contractors:
 - (A) adopts and implements; and
 - (B) in respect of its Indirect Sub-Contractors, procures that those Indirect Sub-Contractors adopt and implement,

a Diversity Training Plan in respect of their staff engaged in relation to the performance of this Agreement which is at least as extensive in scope as the Approved Diversity Training Plan.

6. **Supplier Diversity Plan**

- 6.1 The Initial Supplier Diversity Plan shall be submitted by the Service Provider for Approval within twenty (20) Business Days of the Effective Date or such other period specified in the Mobilisation Plan.
- 6.2 Once Approved, the Service Provider shall at all times comply with the Approved Supplier Diversity Plan. The Service Provider shall procure that each of its Sub-Contractors:
 - (A) adopts and implements; and

- (B) in respect of its Indirect Sub-Contractors, procures that each such Indirect Sub-Contractor adopts and implements,

a Supplier Diversity Plan in relation to the performance of this Agreement which is as least as extensive as the Approved Supplier Diversity Plan.

7. **Monitoring and Reporting**

7.1 Subject to paragraph 7.2, the Service Provider shall provide to TfL on the Effective Date and subsequently every six (6) months thereafter (or at such lesser or greater intervals as determined by TfL acting reasonably and notified to the Service Provider) the following information:

- (A) the proportion of Service Provider's Personnel and, to the extent reasonably possible, the employees of its Sub-Contractors and Indirect Sub-Contractors engaged pursuant to the terms of the relevant Sub-Contracts in the performance of this Agreement, who are:

- (1) female;
- (2) of non-white British origin or who classify themselves as being non-white British;
- (3) from the local community; and/or
- (4) disabled; and

- (B) the proportion of its Sub-Contractors and Indirect Sub-Contractors that are Small or Medium Enterprises and/or Black and Minority Ethnic (BME) Businesses as defined in Annex 5 (*General Equality and Diversity Definitions*) to this Schedule.

7.2 The Service Provider shall ensure at all times that it, its Sub-Contractors and its Indirect Sub-Contractors comply with the requirements of the Data Protection Act 1998 (as may be amended) in the collection and reporting of the information to TfL pursuant to paragraph 7.1.

8. **Diversity Infractions**

8.1 If the Service Provider or any of its Sub-Contractors commits a Diversity Infraction, TfL shall be entitled (but shall not be obliged) to:

- (A) without prejudice to any other right or remedy it might have under this Agreement and where a Diversity Infraction is committed by the Service Provider, serve written notice upon the Service Provider identifying in reasonable detail the nature of the Diversity Infraction and the Service Provider shall cease committing and remedy such Diversity Infraction within thirty (30) calendar days of receipt of such notice (or such longer period as may be specified by TfL in the notice); or

- (B) where the Diversity Infraction is committed by a Sub-Contractor of the Service Provider, serve written notice upon the Service Provider identifying in reasonable detail the nature of the Diversity Infraction, and the Service Provider shall procure that the relevant Sub-Contractor ceases committing and remedies the Diversity Infraction within thirty (30) calendar days of receipt by the Service Provider of such notice (or such longer period as may be specified by TfL in the notice).

8.2 If the Service Provider fails to procure the remedy of any Diversity Infraction referred to in paragraph 8.1(B), TfL may (in its sole discretion) serve a further written notice upon the

Service Provider and within thirty (30) calendar days of receipt of such further notice (or such longer period as may be specified by TfL in the notice), the Service Provider shall terminate the engagement of its Sub-Contractor under the relevant Sub-Contract and procure performance of the affected works or services by another Sub-Contractor and TfL may, in its sole discretion, require that the Service Provider provides evidence to substantiate such Sub-Contractor's compliance with the obligations specified in paragraphs 2 (*Compliance*) to 7 (*Monitoring And Reporting*) of this Schedule. The termination of any Sub-Contract pursuant to this paragraph shall not operate so as to relieve the Service Provider from the performance of any of its obligations under this Agreement.

9. **Equality and Diversity Audit**

- 9.1 TfL (or such Third Party as may be nominated by TfL) may undertake an audit of any and/or all information relating to the Service Provider's compliance with paragraphs 2 (*Compliance*) to 7 (*Monitoring and Reporting*) of this Schedule in accordance with Clause 26 (*Audit and Inspection*) of this Agreement.
- 9.2 The Service Provider shall, and shall procure that each of its Sub-Contractors shall and, where applicable subject to the provisions of paragraphs 2 (*Compliance*) to 7 (*Monitoring and Reporting*) of this Schedule, its Indirect Sub-Contractors shall, maintain and retain records for a minimum of six (6) years with respect to all matters relating to the performance of paragraphs 2 (*Compliance*) to 7 (*Monitoring and Reporting*) of this Schedule. The Service Provider shall procure that each Sub-Contract between it and its Sub-Contractors and, where applicable, subject to the provisions of paragraphs 2 (*Compliance*) to 7 (*Monitoring and Reporting*) of this Schedule, each Sub-Contract between its Sub-Contractor and any Indirect Sub-Contractor of the Service Provider and each Sub-Contract between the Service Provider's Indirect Sub-Contractors shall contain rights of audit in favour of and enforceable by TfL substantially equivalent to those granted by the Service Provider pursuant to paragraph 9.1.
- 9.3 The Service Provider shall promptly provide, and shall procure that its Sub-Contractors shall and, where applicable subject to the provisions of paragraphs 2 (*Compliance*) to 7 (*Monitoring and Reporting*) of this Schedule, its Indirect Sub-Contractors shall, promptly provide all reasonable co-operation to TfL or its nominated Third Party in relation to any audit including, to the extent reasonably possible in each particular circumstance:
- (A) granting or procuring the grant of access to any premises used in the Service Provider's performance of this Agreement or in the relevant Sub-Contractor's or Indirect Sub-Contractor's performance of its sub-contract, whether on the Service Provider's own premises or otherwise;
 - (B) 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 relevant Sub-Contractor's or Indirect Sub-Contractors obligations specified in paragraphs 2 (*Compliance*) to 7 (*Monitoring and Reporting*) of this Schedule, wherever situated and whether the Service Provider owns the equipment or otherwise; and
 - (C) complying with TfL's (or its nominated Third Party's) reasonable requests for access to the Service Provider's Personnel engaged in the performance of this Agreement or the relevant Sub-Contractor's or Indirect Sub-Contractor's performance of their Sub-Contract.

PART B

Strategic Labour Needs and Training

10. Introduction

10.1 Without prejudice to the other provisions in this Agreement relating to the Service Provider's Personnel this Schedule sets out the Service Provider's obligations in respect of:

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

11. Strategic Labour Needs and Training (SLNT) Plan

11.1 Upon receiving comments from TfL in relation to the Initial SLNT Plan, the Service Provider shall within twenty (20) Business Days or such other period specified in the Mobilisation Plan:

- (A) develop and update the Initial SLNT Plan taking into account TfL's comments and requirements; and
- (B) submit a revised copy of the Initial SLNT Plan to TfL for Approval.

11.2 If the Initial SLNT Plan developed in accordance with paragraph 11.1 is:

- (A) Approved, the Service Provider shall adopt such plan immediately as the Approved SLNT Plan and shall append the Approved SLNT Plan to this Schedule in place of the Initial SLNT Plan in accordance with the Change Control Request Procedure (and such plan shall only be required to be appended once);
- (B) not Approved, the Service Provider shall amend the Initial SLNT Plan and re-submit it to TfL for Approval within twenty (20) Business Days of being informed by TfL that such plan is not Approved.

11.3 If TfL does not Approve the Initial SLNT Plan following its resubmission, the matters preventing such Approval shall be resolved in accordance with the Dispute Resolution Procedure.

11.4 Without limiting any other provision of this Agreement, the Service Provider shall:

- (A) comply with provisions of the Approved SLNT Plan; and
- (B) at no additional cost to TfL and subject to the provisions of paragraph 11.5 below, review and amend the Approved SLNT Plan and Mobilisation Plan (if required):
 - (1) as a minimum, every twelve (12) months following the Operational Commencement Date or at such other times as may be requested by TfL, to reflect:
 - (a) Good Industry Practice;
 - (b) any changes to the nature of the Services;

(c) any amendments proposed by TfL.

11.5 Any changes or amendments to the Approved SLNT Plan shall be subject to the Change Control Request Procedure and shall not be implemented until approved in writing by TfL.

12. **SLNT Co-ordinator**

12.1 Within twenty (20) Business Days of the Effective Date, the Service Provider shall nominate a member of the Service Provider's Personnel with the necessary skills and authority, subject to TfL's approval after having seen evidence of all relevant qualifications, including such member's CV, to:

(A) be responsible for the implementation and on-going development and maintenance of the Approved SLNT Plan; and

(B) act as the single point of contact between TfL Personnel on all matters concerning the Approved SLNT Plan,

(the "**SLNT Co-ordinator**").

13. **Community Relations**

13.1 The Service Provider acknowledges and accepts that members of the TfL Group work closely with SLNT Third Party organisations to implement the Skills and Employment Strategy.

13.2 Accordingly, the Service Provider shall:

(A) at the time of placing an advertisement for a Relevant Employment Vacancy, notify the relevant member of TfL Personnel (and/or any Third Parties nominated by the TfL Group) of such advertisement, providing details of the:

(1) Relevant Employment Vacancy;

(2) date of the advertisement; and

(3) publication in which the advertisement is scheduled to appear or appeared (as applicable); and

(B) attend a minimum of two (2) events each year, to publicise employment, apprenticeship and training opportunities arising from the provision of the Services.

14. **Monitoring and Reporting**

14.1 The Service Provider shall provide TfL with a SLNT Monitoring Report every six (6) months detailing the Service Provider's performance against the Approved SLNT Plan.

14.2 The Service Provider shall ensure at all times that it complies with Clause 37 (*Information Governance*) of this Agreement in the collection and reporting of information to TfL pursuant to paragraph 14.1 above.

15. **SLNT Infractions**

15.1 If the Service Provider fails to:

(A) ensure that each SLNT Output for the monitoring period is delivered in accordance with the Approved SLNT Plan; and/or

(B) review the Approved SLNT Plan in accordance with paragraph 11.4 (*Strategic Labour Needs and Training (SLNT) Plan*) of this Schedule,

then the Service Provider's Director as named in Schedule 11 (*Employees and Key Personnel*) shall attend a meeting with TfL to explain the reasons for such failure.

16. **SLNT Audit**

16.1 TfL may from time to time undertake any audit or check of any and all information regarding the Service Provider's compliance the provisions of this Schedule in accordance with Clause 26 (*Audit and Inspection*) of this Agreement.

16.2 The Service Provider shall maintain and retain records relating to the Approved SLNT Plan and its compliance with the provisions of this Schedule for a minimum of six (6) years.

PART C

Ethical Sourcing

17. Introduction to Ethical Sourcing

- 17.1 TfL is committed to ensuring that workers employed in its supply chains throughout the world are treated fairly, humanely and equitably. In the course of complying with this Agreement, the Service Provider shall comply with and shall procure that its Sub-Contractors (as applicable) comply with those principles of the Ethical Trading Initiative (ETI) Base Code as are detailed in Annex 1 to this Schedule or an equivalent code of conduct (the “**Ethical Sourcing Principles**”) in relation to the provision of the Services.
- 17.2 As soon as practicable following the Effective Date the Service Provider shall be registered with an ethical supplier database, such as SEDEX (Supplier Ethical Data Exchange). The Service Provider agrees that for the Term, it shall permit and enable TfL to have access to the information relating to the Service Provider that subsists in such ethical supplier database.
- 17.3 During the Term of this Agreement, if TfL has reasonable cause to believe that the Service Provider is not complying with any of the Ethical Sourcing Principles, TfL shall notify the Service Provider and the Parties shall agree an action plan with appropriate timeframes for compliance by the Service Provider (the “**Ethical Action Plan**”), such Ethical Action Plan to be agreed by the Parties by no later than 20 (twenty) Business Days from the date of TfL notifying the Service Provider that remedial action is required or such other period as the Parties may otherwise agree in writing. The costs of the creation and implementation of the Ethical Action Plan shall be borne by the Service Provider.
- 17.4 During the Term of this Agreement, TfL has the right to request the Service Provider to carry out one or more audits in accordance with Clause 26 (*Audit and Inspection*) to verify whether the Service Provider is complying with the Ethical Sourcing Principles (or any associated Ethical Action Plan).

PART D

Environmental Management

18. **Environmental Objectives**

18.1 The Service Provider shall be aware of and contribute towards the following which shall be referred to in this Part D (*Environmental Management*) to this Schedule as the "**Environmental Objectives**":

- (A) reduce greenhouse gas emissions (CO₂);
- (B) reduce pollutant emissions to the air (NO_x and PM₁₀);
- (C) reduce transport related noise and vibration;
- (D) maintain and, where possible, enhance the quality of London's built environment;
- (E) maintain and, where possible, enhance the quality of London's natural environment;
- (F) reduce resource consumption and improve green procurement;
- (G) reduce the waste generated by applying the principles of "reduce, reuse and recycle"; and
- (H) reduce water consumption.

19. **Environmental Management System/Environmental Advisor**

19.1 The Service Provider shall operate for the Term of the Agreement an environmental management system (the "**Environmental Management System**"). This shall be independently accredited to BS EN ISO 14001: 2004 or equivalent within one (1) Calendar Year from the Effective Date. Additionally, at their own cost, the Service Provider shall appoint an environmental adviser (the "**Environmental Advisor**") who is suitably experienced in ISO14001 to review and ensure the Service Provider's activities are compliant with the principles of ISO14001. Prior to the assignment of the suitably experienced person to the role of Environmental Advisor to this Agreement TfL shall be provided with a copy of their CV and will have the right to reject the person on the grounds that they are not suitably qualified.

20. **Identification, Mitigation and Recording of Environmental Impacts and Risks**

20.1 Wherever practicable, negative impacts shall be removed, designed out or avoided and positive impacts maximised.

20.2 The Service Provider shall ensure that emergency procedures for each Site and activities type are developed. The procedures shall be appropriate to the anticipated hazards and risks. Emergency procedures shall include emergency pollution control measures that shall take into account Environment Agency (EA) guidelines. Emergency procedures shall contain emergency phone numbers and the method of notifying local authorities and statutory authorities. Contact numbers for the Key Personnel of the Service Provider shall also be included. The Service Provider shall report environmental incidents to TfL immediately.

21. **Service Provider’s Environmental Performance Reporting**

21.1 The Service Provider shall report the information listed in Table 1 (*Environmental Reporting Information*) below on a quarterly basis (within 28 Business Days of the end of the quarter) using the templates found in Annex 6 (*Site Waste Management Plan Template*) to this Schedule. The Service Provider and TfL will have a chance to further develop, in agreement, the content and scope of the templates.

Table 1 (*Environmental Reporting Information*):

Environmental Reporting Information
Procurement
<p>For each type of material or product the following amounts are to be reported:</p> <ul style="list-style-type: none"> • Total material purchased (kg) • Virgin material purchased (kg) • Recycled material purchased (kg) • Certified as sustainably sourced material purchased (kg) <p>Type of materials to be reported may include:</p> <ul style="list-style-type: none"> • Metal • Plastic • Wood • Paper • Cardboard • Lamps – HI and TF • Fluorescent tubes • Batteries • Columns
Waste
<p>Amount of:</p> <ul style="list-style-type: none"> • Waste generated (kg) • Waste reused (kg) • Waste recycled (kg) • Hazardous Waste generated (Kg) • Hazardous Waste Reused and Recycled (Kg) <p>Type of materials to be reported may include:</p> <ul style="list-style-type: none"> • Metal • Plastic • Wood • Paper • Cardboard • Lamps – HI and TF • Fluorescent tubes • Batteries • Other Hazardous Waste • Other Non-hazardous Waste •
Greenhouse Gas (CO₂) and Air Quality (NO_x and PM₁₀)
<p>Amount of:</p> <ul style="list-style-type: none"> • Energy used at depots • Energy used at offices

The following information is to be collected for each vehicle:

- Make and Model
- Kilometres travelled
- Amount of fuel used (litres)
- Type of fuel used
- Euro Standard

21.2 The Service Provider is responsible for managing and monitoring the environmental performance of its Sub-Contractors and ensuring that all proper controls are in place to ensure legal compliance and compliance with the Agreement.

21.3 The Service Provider is encouraged to suggest economically viable working methods and materials which may result in an improvement in environmental performance in the carrying out of the Services or an improvement in environmental performance of the completed Services.

21.4 The Service Provider is expected to monitor and record water consumption at Service Provider's Premises.

22. **Environmental Managers' Meetings**

22.1 The Service Provider's Environmental Adviser shall attend a meeting chaired by TfL on an annual basis (or other such timeframe agreed between the Parties) to discuss with TfL and potentially Other Service Providers and/or Third Parties:

- (A) environmental legislation, Mayor of London strategies and TfL's policies;
- (B) performance & benchmarking;
- (C) innovations & efficiencies; and
- (D) training.

23. **Control of Vehicle and Plant Emissions**

23.1 All Service Provider and Sub-Contractors' vehicles shall be procured or leased in accordance with the following principles:

- (A) consideration of CO₂, air quality and noise impacts; and
- (B) adoption of a technology neutral approach.

23.2 All Service Provider's cars and vans shall meet the following CO₂ limits and European emission standards at the Operational Commencement Date:

- (A) cars - maximum certified CO₂ emissions of 95 g/km and a minimum of Euro 5 emission standards;
- (B) vans - equal to or less than 1205 kg kerb weight – maximum certified CO₂ emissions of 105 g/km and a minimum of Euro 5 emission standards;
- (C) vans between 1205 and 1660 kg kerb weight – maximum certified CO₂ emissions of 145 g/km and a minimum of Euro 5 emission standards; and
- (D) vans greater than 1660 kg kerb weight – maximum certified CO₂ emissions of 205 g/km and a minimum of Euro 5 emission standards.

23.3 All Service Provider's heavy duty road vehicles and non-road diesel engines shall meet the following emission standards at the Operational Commencement Date:

- (A) Heavy duty road vehicles >3500 kg kerb weight – Euro 5 European emission standards. Euro 5 is the minimum acceptable standard with Euro 6 being ideal. The Service Provider should, if possible, ensure Euro 6 emission standard at the Operational Commencement Date but, if not, ensure Euro 5 emission standard is confined to as few heavy duty vehicles as possible;
- (B) Non-road diesel engines between 19 and 36 kW – Stage 3A European emission standards; and
- (C) Non-road diesel engines between 37 and 560 kW – Stage 3B European emission standards.

23.4 If any road vehicles or non-road diesel engines become due for replacement during the Term of this Agreement, the Service Provider shall ensure that the replacement vehicle/engine meets the European emission standards and CO₂ limits (if applicable) for that Calendar Year in which it is introduced into the fleet. Standards and the Calendar Years in which they apply are shown in Table 2 (*European Emission Standards for Road Vehicles*), Table 3 (*European Emission Standards for Non-Road Diesel Engines*) and Table 4 (*Certified CO₂ Limits (g/km)*) below. If vehicles to meet the requirements are not available by the specified deadline, then TfL will consider an alternative standard until such time as those vehicles become available. The contractual requirement to meet these standards does not apply to Sub-Contractors' vehicles.

Table 2: European Emission Standards for Road Vehicles:

	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20
Cars	Euro 5	Euro 6				
Vans ≤ 1205kg kerb weight	Euro 5	Euro 6				
Vans 1205-1660kg kerb weight	Euro 5	Euro 5	Euro 6	Euro 6	Euro 6	Euro 6
Vans >1660kg kerb weight	Euro 5	Euro 5	Euro 6	Euro 6	Euro 6	Euro 6
Heavy Duty Vehicles >3500kg	Euro 6					

Table 3: European Emission Standards for Non-Road Diesel Engines:

	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20
Non-road diesel engines 19-37kW	Stage 3A					
Non-road diesel engines 37-56kW	Stage 3B					
Non-road diesel engines 56-560kW	Stage 3B	Stage 4				

Source: Relevant EU Directives as presented on www.dieselnet.com

Table 4: Certified CO₂ Limits (g/km):

	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20
Cars	95	90	85	80	75	70
Vans ≤ 1205kg kerb weight	105	100	95	90	85	80
Vans 1205-1660kg kerb weight	145	140	135	130	125	120
Vans >1660kg kerb	205	200	195	190	185	180

weight						
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Source: Derived from TfL's support fleet policy

23.5 In line with Mayoral environmental strategies and commitments to reduce carbon dioxide emissions, Service Providers are also encouraged to include zero or ultra low carbon vehicles and in their fleet, such as electric, plug-in hybrid or biomethane vehicles, where possible.

23.6 All members of the Service Provider's Personnel who drive vehicles under this Agreement are expected to have undertaken a fuel-efficient driver training course. The Service Provider shall encourage any Sub-Contractors to undertake similar fuel-efficient driver training. TfL may request evidence of the training from time to time.

24. **Environmental Training and Communication**

24.1 The Service Provider shall supply to their Service Provider's Personnel appropriate environmental information and training necessary to undertake their role. The Service Provider shall provide to TfL at the Operational Commencement Date, and shall maintain and keep current, details of training, certification and competencies for all Service Provider's Personnel involved in the provision of the Services.

25. **Protection of the Green Estate**

25.1 Whilst carrying out the Services, the Service Provider shall take full responsibility for the protection of all green estate assets, including but not limited to trees, shrubs, hedges and grass by following industry guidance, including 'National Joint Utility Guidance 4' regarding working around trees. The Service Provider shall alert TfL's nominated representative responsible for care of green estate assets so that Approval can be sought for essential works that are likely to impact on the green estate.

25.2 Damage to green estate assets without Approval may result in TfL requiring that the Service Provider pays compensation to TfL equivalent to the full replacement cost of the current asset(s) which in the case of trees will be in accordance with the valuation system called the 'Capital Asset Valuation for Amenity Trees' (CAVAT).

26. **Protection of Watercourses**

26.1 The Service Provider shall ensure that Services are carried out in accordance with the Environment Agency's note 'PPG05: Works in near or liable to affect water courses' and the Construction Industry Research and Information Association's (CIRIA) report 'C532: Control of water pollution from construction sites.'

27. **Waste Management**

27.1 The Service Provider shall comply with the current legislation relating to the handling, storage, transfer and disposal of all waste materials, including requirements set by the 'Site Waste Management Plans Regulations 2008'. The Service Provider shall use the Site Waste Management Plan Template provided at Annex 6 (*Waste Management Site Plan Template*) to this Schedule or use an alternative which shall be approved by TfL.

27.2 The Service Provider shall seek to reduce the amount of waste generated. The Service Provider shall aim to maximise the reuse and recycling of any waste that is generated.

28. **Environmental Action Plan**

28.1 The Service Provider shall produce an annual environmental action plan (the "**Environmental Action Plan**"). The actions contained within the Environmental Action Plan shall:

- (A) support the Environmental Objectives;
- (B) have challenging but achievable target dates assigned;
- (C) in year 1 of the Agreement, beginning from the Effective Date, be presented to and agreed by TfL during the Mobilisation Phase to commence delivery from the Operational Commencement Date and then in subsequent years of the Agreement to be presented to and agreed by TfL during March to commence delivery 1 April;
- (D) be completed, evidenced and approved by TfL before the end of each Financial Year; and
- (E) include at least one action per Financial Year relating to collaborative working with others to deliver a pan-London environmental initiative or benefit.

28.2 Progress and approval of environmental actions will be monitored via annual progress meetings with TfL at the meeting outlined at paragraph 22 (*Environmental Managers' Meetings*). The Service Provider might also wish to request additional meetings with TfL to discuss progress or to seek sign-off for completed actions.

29. **Environmental Information Regulations 2004**

29.1 The Service Provider shall in the performance of their obligations under this Agreement comply with all obligations in relation to the Environmental Information Regulations 2004 as may be amended or superseded by equivalent legislation from time to time.

Annex 1

ETI Base Code (version current as of 1 April 2014)

Definitions Used in the ETI Base Code

Child

Any person less than 15 years of age unless local minimum age law stipulates a higher age for work or mandatory schooling, in which case the higher age shall apply. If however, local minimum age law is set at 14 years of age in accordance with developing country exceptions under the International Labour Organisation Convention No. 11, the lower will apply.

Young person

Any worker over the age of a child as defined above and under the age of 18.

Child labour

Any work by a child or young person younger than the age(s) specified in the above definitions, which does not comply with the provisions of the relevant International Labour Organisation standards, and any work that is likely to be hazardous or to interfere with the child's or young person's education, or to be harmful to the child's or young person's health or physical, mental, spiritual, moral or social development.

The ETI Base Code

1. Employment is Freely Chosen

- 1.1 There is no forced, bonded or involuntary prison labour.
- 1.2 Workers are not required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice.

2. Freedom of Association and the Right to Collective Bargaining are Respected.

- 2.1 Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.
- 2.2 The employer adopts an open attitude towards the activities of trade unions and their organisational activities.
- 2.3 Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace.
- 2.4 Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.

3. Working Conditions are Safe and Hygienic

- 3.1 A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.
- 3.2 Workers shall receive regular and recorded Health and Safety training, and such training shall be repeated for new or reassigned workers.

- 3.3 Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- 3.4 Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
- 3.5 The company observing the code shall assign responsibility for Health and Safety to a Senior Management representative.

4. **Child Labour Shall Not Be Used**

- 4.1 There shall be no new recruitment of child labour.
- 4.2 Companies shall develop or participate in and contribute to policies and programmes which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child.
- 4.3 Children and young persons under eighteen (18) years old shall not be employed at night or in hazardous conditions.
- 4.4 These policies and procedures shall conform to the provisions of the relevant International Labour Organisation standards.

5. **Living Wages are Paid**

- 5.1 Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.
- 5.2 All workers shall be provided with written and understandable information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.
- 5.3 Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded.

6. **Working Hours Are Not Excessive**

- 6.1 Working hours must comply with national laws, collective agreements, and the provisions of 6.2 to 6.6 below, whichever affords the greater protection for workers. Sub-clauses 6.2 to 6.6 are based on international labour standards.
- 6.2 Working hours, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week.*
- 6.3 All overtime shall be voluntary. Overtime shall be used responsibly, taking into account all the following: the extent, frequency and hours worked by individual workers and the workforce as a whole. It shall not be used to replace regular employment. Overtime shall always be compensated at a premium rate, which is recommended to be not less than 125% of the regular rate of pay.

- 6.4 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by clause 6.5 below.
- 6.5 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:

- this is allowed by national law;
- this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;
- appropriate safeguards are taken to protect the workers' health and safety; and
- the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

- 6.6 Workers shall be provided with at least one day off in every seven day period or, where allowed by national law, two days off in every 14 day period.

* International standards recommend the progressive reduction of normal hours of work, when appropriate, to 40 hours per week, without any reduction in workers' wages as hours are reduced.

7. **No Discrimination is Practised**

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

8. **Regular Employment if Provided**

- 8.1 To every extent possible work performed must be on the basis of recognised employment relationship established through national law and practice.
- 8.2 Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, sub-contracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

9. **No Harsh or Inhumane Treatment is Allowed**

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

10. **Note on the provisions of the ETI Base Code**

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

Annex 3

SLNT Monitoring Report Template

Organisation	
TfL Contract / Project	
Date	
SLNT Reporting Period	

SLNT Category	TfL Priority	Numbers				Additional Detail / Information
		Annual Target	Annual Forecast	Outputs this Period	Outputs To Date	
Worklessness						
- Apprentices (FTE)	Y					
- Job Starts (FTE)	Y					
- Placement Positions (Nos)	Y					
New Entrants						
- Apprentices (FTE)	Y					
- Job Starts (FTE)						
- Graduates (FTE)						
Trainee's						
- Placement Positions (Nos)						
- Taster Positions (Nos)						
Current Workforce						
- Adult Apprentices (FTE)	Y					
- Workforce Skills (Days)						
Educational Activities (Days)						

Additional Information
Highlights
Issues / Concerns / Risks

Annex 4 Skills and Employment Strategy

The Skills and Employment Strategy can be accessed at the following web-site address:

<http://www.tfl.gov.uk/assets/downloads/corporate/skills-employment-strategy.pdf>

Annex 5

General Equality and Diversity Definitions

Access

The methods by which people with a range of needs find out about and apply for employment opportunities and find out about and use services and information.

Black Asian and Minority Ethnic Groups

This is an inclusive term that refers to all ethnic groups who have a common experience of discrimination on the basis of their skin colour or ethnic origin.

Children and young people can be further subdivided into:

Young children – those that use the transport network escorted by parents or carers.

School children – those, usually at secondary school, that use the transport network independently or with members of their peer group.

Young adults – generally defined as ages 16 – 24, whether in education or employment.

Consultation

Any suitable means by which advice is given or views are exchanged. Consultation involves consultees in meaningful, genuine dialogue when proposals are still in the formative stage.

Disability

The Disability Discrimination Act 1995 defines disability as a physical or mental impairment, which has a substantial and long-term adverse effect on a person's ability to carry out normal day to day activities.

Discrimination

The law recognises two main types of discrimination, direct and indirect:

Direct discrimination

Occurs when someone is treated less favourably than others on the basis of their race, colour, age, religion, nationality (including citizenship), marital status, sex, sexual orientation, disability, ethnic or national origin, religion or belief.

Indirect discrimination

Occurs when a provision, criterion or practice is applied which applies equally to everyone, but can be shown to put people at a much greater disadvantage than others by reason of their race, sex, disability etc where such treatment cannot be objectively justified.

Diversity

The differences in the values, attitudes, cultural perspective, beliefs, ethnic background, sexuality, skills, knowledge and life experiences of each individual in any group of people. Diversity is essentially the acknowledgement and respect of differences within and between groups of people and or organisations. The primary differences that are recognised legislatively are age, disability, ethnicity, faith, gender and sexual orientation. However, TfL accepts that our society is diverse in

numerous other ways including employment and general social condition.

Equalities

A term used to refer to all work addressing issues of discrimination and disadvantage, particularly as it relates to age, disability, faith, gender, race or sexual orientation.

Equality

The vision or aim of creating a society (or aspects of society) where power and quality of life is shared equally and both individuals and groups are able to live their lives free from discrimination and oppression. The definition of equality that has been adopted by the GLA/TfL is that “An equal society protects and promotes equal, real freedom and the opportunity to live in the way people value and would choose, so that everyone can flourish. An equal society recognises people’s different needs, situations and goals, and removes the barriers that limit what people can do and be.” This is further explained as: “It is about what we can do to create a fairer society and recognises that equality is an issue for us all. We don’t all start from the same place and to create a fairer society we need to recognise different needs. This focuses on promoting equality for those groups who enjoy legal protection against discrimination, but also for other groups who may face discrimination and disadvantage – for example, due to class or income - whose needs have often been ignored.”

This is the definition adopted by the GLA/TfL in “Equal Life Chances for All” and is designed to ensure that all Londoners are able to access opportunities in all spheres without impediments.

Equality and Supplier Diversity

Equality and Supplier Diversity is the terminology that will be used in TfL to relate to what has previously been defined as the “supplier diversity” agenda. It is all embracing and reflects TfL’s approach to this aspect of Responsible Procurement and the delivery of the Mayor’s Equal Life Chances for All agenda. This term will be used to replace “supplier diversity” in all aspects of procurement other than when it is being used to refer to specific supply chain areas activities and the supplier diversity plan. For TfL the principles of equality and diversity underpin all that we do and all that our contractors do on our behalf. It is about recognising differences but at the same time recognising that equality and diversity are issues for us all.

Equality Impact Assessments (EqIA)

An EqIA is a means to ensure that what TfL does as a service provider and an employer meets the needs of all customers and staff. It is an exercise to test thinking and assumptions and to build in best practice at the design stage of a project. EqIA’s are a statutory requirement for public sector organisations. EqIA’s are used to ensure that the organisation does not discriminate and that equality is promoted whenever possible. This requires project managers to assess projects at the earliest possible stage of development to determine what if any impact the project is likely to have on the different Equality and Diversity target groups in London. For any project where the impact is likely to be either positive or negative it is likely that Equality and Diversity will be a core requirement.

Ethnicity

An individual’s identification with a group sharing any or all of the following: nationality, lifestyles, religion, customs and language.

Equal Opportunities

The development of practices that promote the possibility of fair and equal chances for all to develop their full potential in all aspects of life and the removal of barriers of discrimination and

oppression experienced by certain groups.

Exemplary Employer

An employer that is at the leading edge of good practice, that people want to work for, and that offers favourable terms and conditions to their employees.

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.

Gay

This term is preferable when referring to gay men or women. The word “homosexual” (implying a condition or illness) is usually viewed as an offensive term by gay people. The word gay is normally attributed to men. However at times it can be used as an all-encompassing term for gay men, lesbians and bisexual people.

Inclusion

A belief in every person’s inherent right to participate fully in society. The goal of inclusion is for all people to lead productive lives as full, participating members of their communities.

Mainstreaming

The integration of equalities into policy, development, implementation evaluation and review. Each part of the organisation accepts its own responsibility for promoting equality of opportunity and challenging discrimination.

Medical Model of Disability

The medical model looks at disability as being caused by medical symptoms. It is the impairments that prevent the person from fully participating in society, and the disabled person should adapt to fit into a non-disabled world. If this is not possible, then the needs should be met outside of mainstream society. It focuses on the disability rather than the needs of the person.

Sexual Orientation

A person’s emotional, physical and/or sexual attraction, and the expression of that attraction. It is believed that (or) frequent studies have found sexual orientation is possibly something you are born with, and refers to both gay and heterosexual (or “straight”) people.

Social Inclusion

The position from where someone can access and benefit from the full range of opportunities available to members of society. It aims to remove barriers for people or for groups that experience a combination of linked problems such as unemployment, poor skills, low incomes, poor housing, high crime environments, poor health and family breakdown.

Social Model of Disability

Disability is a social phenomenon. While many individuals have physical or sensory impairments, learning difficulties or are living with mental health, it is the way that society responds to these which creates disability and the impairment. The social model believes the “cure” to the problem of disability lies in the restructuring of society, an achievable goal that benefits everyone.

Transgendered

An acceptable term for referring to a person with a recognised medical condition known as gender dysphoria, where an individual has the desire to live and be accepted as a member of the opposite sex. Another commonly used term is transsexual. The terms trans man (female to male) and trans women (male to female) are also acceptable.

Diverse Suppliers Definitions

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

- (A) Small and Medium Enterprises (SMEs)
- (B) Black, Asian and Minority Ethnic (BAME) business
- (C) Suppliers from other under-represented or protected groups
- (D) Suppliers demonstrating a diverse workforce composition

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

Small And Medium Enterprises (SMES)

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

0-49 full time equivalent employees;

AND EITHER

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).

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

50-249 full time equivalent employees;

AND EITHER

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).

Large Enterprise

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

250 and over full time equivalent employees;

AND EITHER

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

OR

Balance sheet total of over £11.4 million net (or £13.68 gross).

Black, Asian and Minority Ethnic (BAME) Owned Businesses

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

Minority ethnic groups are all people including those who have classified themselves as members of ethnic groups other than "white British". The monitoring ethnic classification groups used by TfL for monitoring purposes are:

White British

Irish

Any other White background

Mixed White and Black Caribbean

White and Black African

White and 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

If the Service Provider is based in a country other than the UK, local definitions of ethnic classification groups will be acceptable in respect of the BME definition.

Suppliers from Other Under-Represented Groups or Protected Groups

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

Women (gender)

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

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

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

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).

Suppliers Demonstrating A Diverse Workforce Composition

This relates to full time equivalent employees in the suppliers workforce who may be from one or more minority ethnic groups, and/or under-represented groups and/or protected groups as listed in the suppliers from under represented groups section above.

Annex 6

Site Waste Management Plan Template

NOTE: The Site Waste Management Plan Template is in separate Excel format document

Annex 7

Responsible Procurement Submission

NOTE:

1. The Initial Strategic Equality and Diversity Plan will be inserted here during contract finalisation and this will be superseded during the Mobilisation Phase with the Agreed Strategic Equality and Diversity Plan.
2. This Initial Diversity Training Plan will be inserted here during contract finalisation and this will be superseded during the Mobilisation Phase with the Agreed Diversity Training Plan.
3. This Initial Supplier Diversity Plan will be inserted here during contract finalisation and this will be superseded during the Mobilisation Phase with the Agreed Supplier Diversity Plan.

REDACTED