SCHEDULE 2.2C

ADDITIONAL SERVICES

LOT 2

VERSION CONTROL

VERSION NUMBER	DATE	COMMENT
1.0	July 2021	Execution Version

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SCHEDULE 2.2C – ADDITIONAL SERVICES

1. PURPOSE

1.1 This Schedule deals with the arrangements for Additional Services. Additional Services shall not include any Transition Service, Operational Service or other Service that the Supplier is already obliged to provide in accordance with this Agreement.

1.2 TfL may decide to contract with the Supplier for the provision of any Additional Service during the Term, however is not obliged to do so. If TfL so decides, the Supplier shall not unreasonably refuse to provide such Additional Service. TfL reserves the right to obtain any Additional Service from any supplier other than the Supplier.

2. ADDITIONAL SERVICES REVIEW

2.1 For the purpose of Regulation 72(1)(a) of the Public Contracts Regulations 2015:

2.1.1 the scope of the potential Additional Services and the conditions under which the Additional Services may be requested and agreed for the purpose of this Agreement are set out in:

(a) the OJEU Notice and the supplier prospectus made available with the OJEU Notice;

(b) the ITPD and the ISFT; and

(c) this Schedule; and

2.1.2 the Parties do not intend for the Additional Services to result in a material alteration in:

(a) the economic balance of this Agreement in favour of the Supplier; and/or

(b) the overall nature of this Agreement as it relates to the provision of the Service System and related services.

3. ADDITIONAL SERVICES SCOPE

3.1 The Additional Services shall relate to the development, operation and/or support of the Service System, the Interfaces, the Reports and/or the TfL Data and may include in respect of the same:

3.1.1 supporting the evolving business and technology strategies of TfL

3.1.2 supporting transformation programmes within TfL and changes to TfL's operating model;

3.1.3 supporting the extension of the Service to other parts of TfL including in respect of the Potential Projects described in Appendix 3;

3.1.4 enforcing business processes and improve data quality and consistency within TfL;

3.1.5 supporting demand for greater asset and maintenance information and reporting within TfL;

3.1.6 improve business efficiency within TfL;

3.1.7 supporting changes to the TfL IT Environment throughout the Term;

3.1.8 supporting any agreed VfM Initiative in accordance with paragraph 4 of Schedule 7.2 (Value for Money); and

3.1.9 the development and testing of any new Interfaces.

4. CONTRACTING PROCEDURE

4.1 TfL may from time to time during the Term submit an Additional Services Request to the Supplier, which the Supplier shall acknowledge receipt of within one (1) Working Day.

4.2 As soon as is practicable and in any event within ten (10) Working Days from the date on which the Additional Services Request is received or such other timescale as TfL may specify in the Additional Services Request, the Supplier shall provide an Additional Services Proposal which shall include where applicable:

4.2.1 full details of the proposed Additional Service;

4.2.2 the proposed Charges for the Additional Service which shall be calculated using the Rate Card and the pricing mechanisms described in Schedule 7.1 (Charges and Invoicing), including a full breakdown and explanation of the relevant costs (which shall take into account any proposed pricing arrangements or constraints provided by TfL in the Additional Services Request);

4.2.3 a proposed plan including proposed Milestones, Milestone Dates and Milestone Achievement Criteria along with the progress reporting arrangements;

4.2.4 any proposed Testing;

4.2.5 any key assumptions (including cost assumptions);

4.2.6 any risks identified and proposed mitigations;

4.2.7 any proposed dependencies on TfL or Third Parties, the consequences of the dependencies not being provided and how they will be managed; and

4.2.8 any proposed Contract Changes that the Supplier considers will be required as a consequence of the Additional Service (which shall take into account any proposed Contract Changes provided by TfL in the Additional Services Request).

4.3 TfL shall endeavour to review and respond to the Additional Services Proposal within twenty (20) Working Days from the date it is received from the Supplier and if:

4.3.1 TfL accepts the Additional Services Proposal it shall notify the Supplier and:

(a) the Commercial Manager shall sign and approve the Additional Services Proposal on behalf of TfL; and

(b) the Contract Manager shall sign and approve the Additional Services Proposal on behalf of the Supplier,

and at such point the relevant provisions of the Additional Services Proposal shall (subject to paragraph 4.6) become binding contractual obligations on the relevant Party; or

4.3.2 TfL is not satisfied with the Additional Services Proposal, then TfL shall:

(a) either:

(i) request specific changes to the Additional Services Proposal and/or additional information (which the Supplier shall provide without delay); and/or

(ii) arrange a meeting or call to discuss the contents of the Additional Services Proposal (which the Supplier shall attend); or

(b) reject the Project Proposal, which TfL may do so at its sole discretion and without providing reasons for its rejection.

4.4 The steps set out in paragraph 4.3.2(a) may be repeated by TfL until such time as TfL exercises its rights under paragraphs 4.3.1 or 4.3.2(b).

4.5 Neither Party shall become contractually committed in respect of any Additional Services Proposal unless and until such time as the Additional Services Proposal has been agreed by the Parties in accordance with paragraph 4.3.1.

4.6 Any Contract Changes (including pursuant to paragraph 4.7 below) that may be required as a consequence of any Agreed Additional Service Proposal shall be documented by the Parties using the Change Control Procedure, provided that neither Party may reject any Contract Change set out in any Agreed Additional Services Proposal.

4.7 The Parties acknowledge and agree that TfL shall be able to terminate any Additional Services for convenience on giving six (6) months' prior notice in writing to the Supplier.

5. DELIVERY REQUIREMENTS

5.1 In addition to any delivery requirements set out in the relevant Agreed Additional Service Proposal, the Supplier shall ensure that the Additional Services:

5.1.1 save as agreed otherwise in the relevant Agreed Additional Service Proposal, cause no disruption to the Services and/or the operation of TfL's business;

5.1.2 are delivered in accordance with all applicable provisions of this Agreement (including Clauses 5 (Services) and 6.2 (Transition Services) of this Agreement, Part B of Schedule 6.1 (Transition) and Schedule 6.2 (Testing) in each case to the extent applicable);

5.1.3 remain capable of meeting TfL's requirements, demand and expectations in a cost effective way and in accordance with this Agreement;

5.1.4 the Additional Services are assessed, reviewed and (to the extent reasonably practicable in accordance with this Agreement and at the Supplier's cost) improved on a continuous basis; and

5.1.5 include a full handover to TfL including any Supplier Documentation produced in accordance with the Agreed Additional Services Proposal and the right for TfL Personnel to shadow Supplier Personnel during the provision of Additional Services.

APPENDIX 1 – ADDITIONAL SERVICES REQUEST

To: Marston (Holdings) Limited

From: Transport for London

Date:

[INSERT CONTRACT REFERENCE NO.]: Agreement for the Provision of vehicle licensing and inspection services for Transport for London (the "Agreement")

Unless the context requires otherwise, capitalised terms used (but not defined) in this Additional Services Request have the meanings given to them in the Agreement.

ADDITIONAL SERVICES REQUEST [*INSERT ID*] – [*INSERT TITLE*]

1. Overview

[*TfL to provide an overview of the Additional Services being requested*]

2. Additional Documentation

[*TfL to identify any additional documentation appended to the Additional Services Request*]

ID	Title	Version	Description

3. Potential Contract Changes

[*TfL to identify any potential Contract Changes as a result of the Additional Services being approved*]

4. Intellectual Property

[*TfL to comment on the treatment of any Intellectual Property created or affected by the Additional Services including as described in Schedule 5 (Intellectual Property)*]

5. Pricing

[*TfL to determine the proposed pricing mechanism to be used by the Supplier in accordance with Schedule 7.1 (Charges and Invoicing)*]

6. Milestones and Milestone Achievement Criteria

[*If applicable, TfL to propose a set of Milestones and Milestone Achievement Criteria associated with the delivery of the Additional Services in a similar format and structure to that provided in Appendix 1 and Appendix 2 of Schedule 6.1 (Transition)*]

APPENDIX 2 – ADDITIONAL SERVICES PROPOSAL

To: Marston (Holdings) Limited

From: Transport for London

Date:

[INSERT CONTRACT REFERENCE NO]: Agreement for the Provision of vehicle licensing and inspection services for Transport for London (the "Agreement")

Unless the context requires otherwise, capitalised terms used (but not defined) in this Additional Services Proposal have the meanings given to them in the Agreement.

ADDITIONAL SERVICES REQUEST [*INSERT ID*] – [*INSERT TITLE*]

7. Overview

[*Supplier to provide an overview of its proposal for the Additional Services referencing the additional documentation below as applicable*]

8. Additional Documentation Provided

[*Supplier to identify any additional documentation appended to the Additional Services Proposal, including pursuant to paragraph 4.3 of Schedule 2.2C (Additional Services)*]

ID	Title	Version	Description

9. Intellectual Property

[*Supplier to comment on the treatment of any Intellectual Property created or affected by the Additional Services including as described in Schedule 5 (Intellectual Property), taking into account any comments from TfL in the Additional Service Request]*

10. Milestone Dates

[*Where applicable, Supplier to provide details of the Milestone Dates supported by a more detailed plan*]

11. Charges

[*Supplier to provide details of any applicable Milestone Payments and any proposed amends to the Operational Charges, supplemented by supporting information including details of Costs*]

12. Contract Changes

[*Supplier to propose any Contract Changes that they consider will be required as a consequence of the Additional Service (which shall take into account any proposed Contract Changes provided by TfL in the Additional Services Request)*]

13. Risks, Issues, Assumptions, and Dependencies

[*Supplier to provide details of any risks, issues, assumptions and dependencies relating to the proposed Additional Services*]

APPENDIX 3 – POTENTIAL PROJECTS

TfL may request the Supplier to provide Additional Services in respect of the Potential Projects below. The information provided below is based on information at the Effective Date and is subject to change. In accordance with paragraph 1.2 of this Schedule TfL shall not be obliged to request the Supplier to provide Additional Services in respect of any Potential Project. In the event that TfL does request the Supplier to provide Additional Services in respect of any Potential Project the Additional Services Request provided by TfL will provide full details of the Additional Services being requested.

Title	Description	Key Information
Advanced driving test	The provision of a advanced driving assessments for all Taxi and PHV applicants	All Private Hire Vehicle. and Taxi applicants may be required to undergo a driving assessment prior to Licensing. The assessment shall cover but not be limited to: All assessments shall be undertaken in London in a TfL Licensed Taxi or Private Hire Vehicle. **Eyesight test** • The applicant will be required to read a number plate from a distance of 20 metres. • Applicants must use glasses or contact lenses during the whole test if needed to read the number plate. • Applicants will not be permitted to take the driving part of the assessment if they fail the eyesight test. • Pre-drive vehicle checks • Applicants will be required to demonstrate basic vehicle safety checks prior to driving the vehicle. • These will be the same as those required for the DVSA driving test: Applicants will be asked 2 vehicle safety questions known as the 'show me, tell me' questions. These test that applicants know how to carry out basic safety checks. **Driving element** The observed drive will be between 45-60 mins in length. This will allow the assessor to plan the test route to encompass as many diverse driving conditions as possible. Assistance of wheelchair users in and out of Vehicles, deployment of boarding ramps. The drive will incorporate a short commentary element to assess the Driver's spatial awareness,

Title	Description	Key Information
		concentration levels, observation skills and problem solving. The drive will also include a period of driving without being given turn-by-turn directions by the assessor. During this driving part of the test, most PHV candidates will be asked to follow directions from a sat nav. • Skills assessed to include: • expert handling of controls • appropriate use of speed • appropriate use of gears • appropriate use of brakes • steering • negotiating junctions • motorway driving • overall stability of Vehicle • safety and comfort of paying passengers • emergency stop • vehicle manoeuvre e.g. turning the Vehicle in the road • stopping safely at the kerbside as if picking up or setting down a passenger • dealing with driver distraction • awareness of vulnerable road users (e.g. pedestrians, cyclists, motorcyclists) • The drive shall also incorporate elements of the SAFED (Safe and Fuel Efficient Driving) scheme, as this will benefit the driver with lower fuel use, reduced wear to Vehicle and reduce emissions. **Post-drive questioning** • Highway Code questions • Role specific questions The additional functionality may require the Supplier to include a technical interface into the Service System
DBS Management service	Enhanced Disclosure and Barring Services (DBS) checks are required on all applicants, Drivers and Taxi proprietors at point of application.	TfL has determined that an 'enhanced with a barred list check' is appropriate in respect of all applicants applying for Taxi and Private Hire Driver Licences. As an overview the DBS management service would include but not be limited to: • Have the facility for Drivers and applicants to complete an application form and payment via an online portal or through a paper application

Title	Description	Key Information
	A new licence cannot be granted to a applicantuntil a satisfactory DBS enhanced disclosure has been returned, to ensure that the applicant meets the required criteria.	process. • Undertake ID checks and countersigning in line with ID checking guidelines for DBS check applications as issued by the DBS and shall be undertaken by a registered body as required by the DBS. • Have the facility for applicants to sign up to the DBS update service. • An electronic interface into the Service System to report back on status or outcomes of the DBS check. • Where there is a trace (where convictions, cautions, warnings or other relevant information is listed on the DBS certificate) returned on a DBS Check, contact the applicant within one Working Day of notification from the DBS to the Supplier that there is a trace to request permission in accordance with Data Protection Laws for the applicant to send their original DBS certificate to the Supplier with the necessary consents to enable the Supplier to share the certificate with TfL. The additional functionality may require the Supplier to include a technical interface into the Service System
Printing of documentation and licence materials	TfL require a number of document types to be printed as part of their day-to-day operations. Licensing process will determine the types of documents to print for what customers.	The solution will be used to manage these processes and generate the appropriate print instructions. The materials to be printed shall include but not be limited to: • Letters • Packs (multiple documents collated together, e.g. an operator application pack includes a number of forms depending on the type of licence and size of the operator's operations) • Forms • Secure materials, Licences, driver badges etc. • The core solution shall issue print materials either through-

Title	Description	Key Information
		• Ad hoc requests • Batch requests (ad hoc) • Scheduled jobs based on • Workflow • Age of applicant • Conditions on Licence All documents printed shall be generated according to the requirements of TfL and/or templates held on the Service System as configured by authorised Users. Documents shall be personalised with information provided by customers according to pre-defined document standards. The draft requirements for this Potential Project were provided to the Supplier by TfL in writing during the tender process including at ISFT.
Scanning	TfL requires a number of document types to be scanned and indexed as part of their day-to-day operations. Licensing process will determine the types of documents to be scanned.	There are two core elements of scanning functionality that are required as part of Taxi Private Hire Licensing Operation, they are as follows: • Bulk scanning of all correspondence received. This is expected to include the receipt, scanning, and uploading of all documents received into the Service System. Documents shall include but not be limited to: application forms, other TfL related forms, letters, licence materials etc. The provider of this service is expected to utilise a scan solution to receive and scan documents in bulk. The solution shall therefore need to receive scanned document data from the scan solution. • Local / individual document scanning will also be required by the scan function in order to process ad-hoc documentation recieved, or any documents that cannot be scanned in a bulk process. It is expected that the service shall include scanning hardware that shall be compatible with the Service

Title	Description	Key Information
		System. The Service System shall be able to receive scanned documents from this hardware. The draft requirements for this Potential Project were provided to the Supplier by TfL in writing during the tender process including at ISFT.
Automation/ Processing of Driver and Operator Licensing activities	**Potential Additional Service:** The automation and/or processing of driver or operator licensing activity (or part of it) including, for example, automation and/or processing of checks of the requirement for drivers to be of good character.	• TfL are responsible for licensing all taxi drivers, private hire drivers and private hire operators in London and must ensure all successful applicants are of good character and meet fit and proper criteria before becoming licensed. Many of these checks are completed again every three years as drivers renew their licence. Requirements include: – Drivers must be of good character. To establish this, applicants and existing drivers must apply for Home Office 'enhanced' Disclosure and Barring Service check (formerly known as a criminal records check). – Drivers must be medically fit – this means meeting the DVLA Group 2 medical standards. When applying for a licence they must undergo a detailed medical examination with a registered practitioner who has access to their full medical history. Medical checks are repeated depending on known medical conditions and the age of the driver. – Drivers must prove their navigational and route planning skills. The standard differs for taxi and private hire applicants. • Taxi drivers must study and pass the world-famous Knowledge of London. • Private hire drivers must undergo a topographical assessment designed to test navigational skills and route-planning ability as well as basic geographical awareness of London and its surrounds. – Private hire drivers must be able to communicate in English at an appropriate level. • Private hire operators, must also meet several

Title	Description	Key Information
		requirements in order to be licensed.