

From: [Kupfer Andres](#)
To: [Hextall Eva](#)
Cc: [Guild Simon](#)
Subject: Meetings with Lyft - Agendas, action items and documentation shared
Date: 03 October 2019 12:10:33
Attachments: [2019-07-24 Option 3 Tfl Responses.pdf](#)
[LCHS - Updated Action List - 19.06.19.docx](#)
[2019-07-24 Option 3 Tfl Responses.pdf](#)
[image001.jpg](#)
[image002.png](#)
[image003.png](#)

Here they are, Eva.

Regards,

Andres Kupfer

Senior Project Manager | Technology & Data | Transport for London

14 Pier Walk, 6G1

London, SE10 0ES

Mobile: [REDACTED]

Direct line: [REDACTED]

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Agenda

1. Review actions from last week (below);
2. Implementation timescales;
3. GDPR – A1 clauses;
4. PCI DSS compliance status – CH Back-Office;
5. Next steps.

Requirements for Lyft's Option 3 – DBOS + ADDITIONAL WORKS:

1. [REDACTED], on DBOS, including providing any support that DBOS requires to do so; **REQ JULY 2020**

STATEMENT: On 26 July [REDACTED] outlined the [REDACTED]. [REDACTED] confirmed that 8D can support the DBOS work required for the implementation and confirmed that this requirement can be delivered with a software drop for Cubic in April, 2020.

2. Implement flexible pricing functionality: **REQ JULY 2020**

- a. [REDACTED];
- b. [REDACTED];

ACTION: [REDACTED] to clarify whether the document that David E sent to [REDACTED] outlining tariff's requirements can be implemented on DBOS

3. Enable non-card contactless payments;

- a. Provide options for implementation with and without tokenisation;

STATEMENT [REDACTED] stated on 26 July that 8D are proposing a tokenised solution, which would get us closer to PCI DSS compliance; 8D committed to deliver this requirement with a software drop in April, ready for Cubic to test.

4. Comply with GDPR and PCI/DSS:

- a. GDPR compliance includes: data cleansing (implementation of data retention policies); right to be forgotten; as well as TfL's Information Security and Data Protection requirements set out in the ITT (Data Protection ITT [here](#) but also need CSIRT to approve their security), and adherence to TfL's contractual data protection requirements.

- b. Cubic to achieve PCI/DSS compliance across the scheme and obtain a PCI compliance certificate;

ACTION: [REDACTED] to produce a document for 31 July outlining 8D's plan to bring DBOS into compliance with PCI DSS standards;

ACTION: Andres K to task Cubic with producing a report on current status of compliance of the CH back-office with PCI DSS standards;

5. Carry out the 15 Minutes change work;

STATEMENT: [REDACTED] proposed to implement an API call to cover this requirement.

6. Enable Strong Customer Authentication;

ACTION: Lyft to confirm whether the support required on DBOS to deliver this work can be provided as part of BAU work.

7. Deploy the BSS Website and the BSS Mobile App on DBOS with full functionality, including support for UK accessibility standards;

STATEMENT: We've agreed to de-scope this requirement.

ACTION: Lyft to document the verbal proposal on pricing and scope of work and forward to TfL.

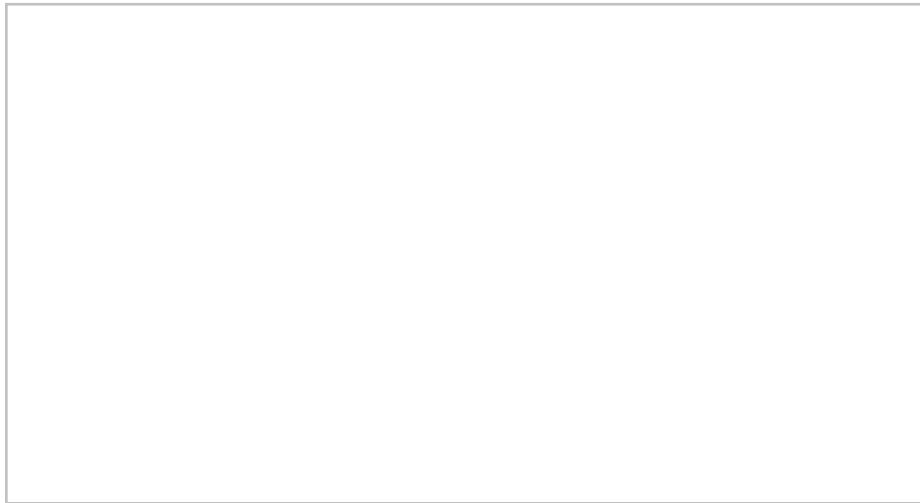
STATEMENT Indicative pricing provided by Lyft as follows:

Requirements 1 and 2 – 8D would wave implementation costs for these 2 items

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

STATEMENT: 8D proposed to deliver the software for requirements 1, 2 and 3 to Cubic in one drop in January, 2020 and requirements 4 and 5 in a second drop in October, 2020.

ACTION: TfL to prioritise the requirements and come back to Lyft next week.



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Phone Numbers

[REDACTED]

Event will include a link to view full list of phone numbers for all supported countries.

[REDACTED]

Agenda:

1. Review requirements (below) – Viability, implementation approach and indicative pricing;
2. Implementation timescales;
3. Next steps;
4. Review actions taken.

Requirements for Lyft's Option 3 – DBOS + ADDITIONAL WORKS:

1. [REDACTED], on DBOS, including providing any support that DBOS requires to do so; **REQ JULY 2020**
2. Implement flexible pricing functionality: **REQ JULY 2020**
 - a. [REDACTED]
[REDACTED]
 - b. [REDACTED];
3. Enable non-card contactless payments;
 - a. Provide options for implementation with and without tokenisation;
4. Comply with GDPR and PCI/DSS:
 - a. GDPR compliance includes: data cleansing (implementation of data retention policies); right to be forgotten; as well as Tfl's Information Security and Data Protection requirements set out in the ITT (Data Protection ITT [here](#) but also need CSIRT to approve their security), and adherence to Tfl's contractual data protection requirements.
 - b. Cubic to achieve PCI/DSS compliance across the scheme and obtain a PCI compliance certificate;
4. Carry out the 15 Minutes change work;
5. Enable Strong Customer Authentication;
6. Deploy the BSS Website and the BSS Mobile App on DBOS with full functionality, including support for UK accessibility standards;

Hi [REDACTED],

If you're able to make this time, would you mind phoning me tomorrow at 16:30 London time on [REDACTED]

[REDACTED]

Thanks and regards,

Andres Kupfer

Senior Project Manager | Technology & Data | Transport for London

14 Pier Walk, 6G1

London, SE10 0ES

Mobile:

Direct line:

[REDACTED]

on the following link: <http://www.tfl.gov.uk/corporate/about-tfl/>

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[REDACTED] I'd be grateful if you could forward to us the updated version of the document outlining Lyft's current position on the items below, as discussed last week.

Thanks and regards,

Andres

Agenda

1. Progress on GDPR
2. Review of actions from last session (see list below)

Join by phone

[REDACTED]
[REDACTED]
[REDACTED]

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Actions agreed on session held on Wednesday, 5 June

1. [REDACTED] took an action to update the document he submitted recently outlining Lyft's position on each of the red-line issues below and re-submit it next week - **OPEN – Due on Wed, 12 June**
2. Lyft took an action to articulate what use they would like to give to TfL data and how they intend to keep within the bounds of the Data Processor role;
- **OPEN – Due on Wed, 12 June**
3. Simon G took an action to forward GDPR reference documents to Cubic and Lyft; - **OPEN**
4. Cubic and Lyft took an action to come back within a week with a resolution on GDPR - **OPEN**
5. [REDACTED] to consider providing technical support to Cubic/TTL if our choice is to stay on DBOS - **OPEN**

Actions agreed on session held on Wednesday, 29 May

1. AK to arrange a session with Cubic, [REDACTED] and Simon Guild to go through the concerns and produce an update before EOB on Friday - **CLOSED**
2. [REDACTED] complete a review of the impacts on the sub-contract by the end of next week - **OPEN**
3. Escrow: KF to summarise the proposal (with input from TTL team) that Lyft made today and forward to Lyft for confirmation – Monday – **OPEN – Due on Friday, 7 June**

4. Parent company guarantee: [REDACTED] to consult with Lyft and update this session next week – TTL would like Lyft to offer parent company guarantees – Depends on action 5 below – OPEN
5. KF to articulate a statement on TTL's preferences regarding parent company guarantee and share it with [REDACTED] OPEN
6. [REDACTED] to confirm with [REDACTED] what the RCC contract states regarding windows for software deployments that require outages – OPEN – Due on Friday, 7 June
7. [REDACTED] to work with [REDACTED] a proposal for compensation for loss of revenue and other instances of persistent under-performance that doesn't drive loss of revenue but may impact TfL's reputation – OPEN – Due on Friday, 7 June

ACTION: [REDACTED] to provide a written statement by Friday, 24 May on each of the items below. - CLOSED

Key issues (in roughly priority order):

1. Firm commitment to have GDPR clauses included in 8D subcontract, including the ability for TfL to audit as BAU and in the event of a data breach

Commitment made that platform will be GDPR compliant upon launch

ACTION: [REDACTED] to get confirmation of audit rights from privacy team – OPEN – Open until closed with the GDPR discussion

ACTION: [REDACTED] to confirm all clauses from GDPR contract requirements will be included within the 8D subcontract (by Friday) – OPEN - Open until closed with the GDPR discussion

2. Confirmation that the web and app meet or will meet the WCAG 2.1 accessibility standard – CLOSED – [REDACTED] stated firm commitment that it will be compliant on launch and is inclusive of the price

3. Business continuity arrangements

- Providing an enhanced escrow offer – up to date software? Agree early trigger conditions?

Escrow will include app / web / comete / terminal / docking point and include documentation

Parent company guarantees provided by Motivate and Lyft

Escrow triggers proposed: normal performance improvement measures are exhausted, contract is frustrated in any way, financial difficulty, change of ownership?

ACTION: [REDACTED] to confirm the proposals for these triggers in writing with Cubic – OPEN – Depends on Kevin's action re: escrow – [REDACTED] to complete by Wednesday, 12 June

- Agreement to consider future shift on step-in rights - i.e. continue negotiations around future provision of step in rights for scheme security. - CLOSED

4. Guarantee that deployments involving downtime will be excluded from weekday morning peak / CH scheme operating hours - CLOSED

Agreed

ACTION: TfL to confirm exclusion hours – Exclusion hours will be the same as in the RCC contract today.

5. Hosting arrangements

- TfL to have the ability to approve/block the movement of TfL customer data to another country

[REDACTED] stated most likely other location would be within the EU.

ACTION: TfL to confirm for sure that USA is approved? – CLOSED – Simon G: the data can be hosted in the USA, subject to contractual clauses being included in the sub-contract.

ACTION: Simon G to forward to Cubic the clauses mentioned above – by EOB today.

ACTION: 8D to propose wording around movement. [REDACTED] proposed something along the lines of:

“TfL have the ability to block within reason” - OPEN

- TfL to have the ability to assure the hosting arrangements for compliance and security if the hosting arrangements change

ACTION: [REDACTED] to confirm his agreement in writing by Friday. - OPEN

6. Protections in case of consistent under performance against SLAs (e.g. enhanced SLAs in case of persistent failure)

Same contract clauses in 8D contract apply currently. Possible to be changed, but would be via variation

ACTION: Cubic / 8D to come back with a proposal on MI and RCA etc – OPEN -

ACTION: MI and RCA should be flowed down to 8D in current format - CLOSED

ACTION: TfL to provide some detail and thresholds on what our expectations are around consistent performance failure measures – OPEN – AK to discuss with [REDACTED] the possibility of sharing the draft thresholds.

8. Future Roadmap

Transitioning to shared platform – OPEN – [REDACTED] to come back to us on this, following discussions with Lyft.

Agenda

1. GDPR

2. Review of actions from last session (see list below)

3. [REDACTED]

a. [REDACTED]

b. [REDACTED]

4. [REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

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Actions agreed on session held on Wednesday, 29 May

1. AK to arrange a session with Cubic, [REDACTED] and Simon Guild to go through the concerns and produce an update before EOB on Friday - CLOSED

2. [REDACTED] to complete a review of the impacts on the sub-contract by the end of next week - OPEN

3. Escrow: KF to summarise the proposal (with input from TTL team) that Lyft made today and forward to Lyft for confirmation – Monday - OPEN

4. Parent company guarantee: [REDACTED] to consult with Lyft and update this session next week – TTL would like Lyft to offer parent company guarantees – OPEN

5. KF to articulate a statement on TTL's preferences regarding parent company guarantee and share it with [REDACTED] - OPEN

6. [REDACTED] to confirm with [REDACTED] what the RCC contract states regarding windows for software deployments that require outages - **OPEN**
7. [REDACTED] to work with [REDACTED] a proposal for compensation for loss of revenue and other instances of persistent under-performance that doesn't drive loss of revenue but may impact TfL's reputation - **OPEN**

ACTION: [REDACTED] to provide a written statement by Friday, 24 May on each of the items below. - **CLOSED**

Key issues (in roughly priority order):

1. Firm commitment to have GDPR clauses included in 8D subcontract, including the ability for TfL to audit as BAU and in the event of a data breach

Commitment made that platform will be GDPR compliant upon launch

ACTION: [REDACTED] to get confirmation of audit rights from privacy team - **OPEN**

ACTION: [REDACTED] to confirm all clauses from GDPR contract requirements will be included within the 8D subcontract (by Friday) - **OPEN**

2. Confirmation that the web and app meet or will meet the WCAG 2.1 accessibility standard – **CLOSED** –
[REDACTED] stated firm commitment that it will be compliant on launch and is inclusive of the price

3. Business continuity arrangements

- Providing an enhanced escrow offer – up to date software? Agree early trigger conditions?

Escrow will include app / web / comete / terminal / docking point and include documentation

Parent company guarantees provided by Motivate and Lyft

Escrow triggers proposed: normal performance improvement measures are exhausted, contract is frustrated in any way, financial difficulty, change of ownership?

ACTION: [REDACTED] to confirm the proposals for these triggers in writing with Cubic - **OPEN**

- Agreement to consider future shift on step-in rights - i.e. continue negotiations around future provision of step in rights for scheme security. - **CLOSED**

4. Guarantee that deployments involving downtime will be excluded from weekday morning peak / CH scheme operating hours - **CLOSED**

Agreed

ACTION: TfL to confirm exclusion hours – Exclusion hours will be the same as in the RCC contract today.

5. Hosting arrangements

- TfL to have the ability to approve/block the movement of TfL customer data to another country

[REDACTED] stated most likely other location would be within the EU.

ACTION: TfL to confirm for sure that USA is approved? - **OPEN**

ACTION: 8D to propose wording around movement. [REDACTED] proposed something along the lines of: "TfL have the ability to block within reason" - **OPEN**

- TfL to have the ability to assure the hosting arrangements for compliance and security if the hosting arrangements change

ACTION: [REDACTED] to confirm his agreement in writing by Friday. - **OPEN**

6. Protections in case of consistent under performance against SLAs (e.g. enhanced SLAs in case of persistent failure)

Same contract clauses in 8D contract apply currently. Possible to be changed, but would be via variation

ACTION: Cubic / 8D to come back with a proposal on MI and RCA etc - OPEN
ACTION: MI and RCA should be flowed down to 8D in current format - OPEN
ACTION: TfL to provide some detail and thresholds on what our expectations are around consistent performance failure measures - OPEN

8. Future Roadmap

Transitioning to shared platform - OPEN

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[REDACTED]

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Agenda:

- Setting the scene - TFL
- Key items affecting acceptance of BSS offer (below) - ALL
- Update on Lyft's wider strategy in Europe/London and e-bikes (eg update on New York issue) - LYFT

Key issues (in roughly priority order):

1. Firm commitment to have GDPR clauses included in 8D subcontract, including the ability for TfL to audit as BAU and in the event of a data breach
2. Confirmation that the web and app meet or will meet the WCAG 2.1 accessibility standard
3. Business continuity arrangements
 - Providing an enhanced escrow offer – up to date software? Agree early trigger conditions?
 - Agreement to consider future shift on step-in rights - i.e. continue negotiations around future provision of step in rights for scheme security.
4. Guarantee that deployments involving downtime will be excluded from weekday morning peak / CH scheme operating hours – **is this now agreed?**
5. Hosting arrangements
 - TfL to have the ability to approve/block the movement of TfL customer data to another country
 - TfL to have the ability to assure the hosting arrangements for compliance and security if the hosting arrangements change
6. Protections in case of consistent under performance against SLAs (e.g. enhanced SLAs in case of persistent

failure)

7. ~~More clarity on definition of a Critical Problem and target resolution times~~

Join by phone

[REDACTED]
[REDACTED]
[REDACTED]

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Agenda

1. Feedback on [REDACTED] document dated Fri, 24 May
2. Review of actions from last session (see list below)
3. [REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED] I'd be grateful if you could forward this invitation to [REDACTED]

Notes from session held on Wednesday, 29 May

1. AK to arrange a session with Cubic, [REDACTED] and Simon Guild to go through the concerns and produce an update before EOB on Friday
 2. [REDACTED] to complete a review of the impacts on the sub-contract by the end of next week
 3. Escrow: KF to summarise the proposal (with input from TTL team) that Lyft made today and forward to Lyft for confirmation - Monday
 4. Parent company guarantee: [REDACTED] to consult with Lyft and update this session next week – TTL would like Lyft to offer parent company guarantees – KF to articulate a statement on TTL's preferences regarding parent company guarantee and share it with [REDACTED]
 - 5.
-

Notes from session held on Wednesday, 22 May

Agenda:

1. Setting the scene - TFL
2. Key items affecting acceptance of BSS offer (below) – ALL
3. [REDACTED] LYFT

ACTION: [REDACTED] to provide a written statement by Friday, 24 May on each of the items below.

Key issues (in roughly priority order):

1. Firm commitment to have GDPR clauses included in 8D subcontract, including the ability for TfL to audit as BAU and in the event of a data breach

Commitment made that platform will be GDPR compliant upon launch

ACTION: [REDACTED] to get confirmation of audit rights from privacy team

ACTION: [REDACTED] to confirm all clauses from GDPR contract requirements will be included within the 8D subcontract (by Friday)

2. Confirmation that the web and app meet or will meet the WCAG 2.1 accessibility standard

[REDACTED] stated firm commitment that it will be compliant on launch and is inclusive of the price

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Escrow triggers proposed: normal performance improvement measures are exhausted, contract is frustrated in any way, financial difficulty, change of ownership?

ACTION: [REDACTED] to confirm the proposals for these triggers in writing with Cubic

- Agreement to consider future shift on step-in rights - i.e. continue negotiations around future provision of step in rights for scheme security.

4. Guarantee that deployments involving downtime will be excluded from weekday morning peak / CH scheme operating hours

Agreed

ACTION: TfL to confirm exclusion hours

5. Hosting arrangements

- TfL to have the ability to approve/block the movement of TfL customer data to another country

[REDACTED] stated most likely other location would be within the EU.

ACTION: TfL to confirm for sure that USA is approved?

ACTION: 8D to propose wording around movement [REDACTED] proposed something along the lines of: "TfL have the ability to block within reason"

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ACTION: [REDACTED] to confirm his agreement in writing by Friday.

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Transitioning to shared platform