

# Transport for London

## Revenue Collection Services

### **Schedule 8.5 – SQE**

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# 1 Introduction

## 1.1 Scope and Purpose

- 1.1.1 This Schedule 8.5 (SQE) sets out the requirements in respect of the management of safety, quality, the environment, fleet operation and the associated Contractor's management systems.
- 1.1.2 The Contractor shall, from the Service Commencement Date, have in place the following management systems:
- (a) a safety management system independently certified by an accredited certification body to BS OHSAS 18001;
  - (b) a quality management system independently certified by an accredited certification body to BS EN ISO 9001; and
  - (c) an environmental management system independently accredited by an accredited accreditation body to BS EN ISO 14001.
- 1.1.3 To assist the Contractor in planning and operating its management systems, TTL shall make available to the Contractor the following documents:
- (a) the Transport for London health, safety and environment policy and relevant plans;
  - (b) the annual Transport for London Health, Safety and Environmental Report; and
  - (c) the Contract QUENSH Conditions.
- 1.1.4 The objectives of this Schedule are to ensure that:
- (a) the Services are delivered safely and that the System and/or the IRC System and any changes thereto will be planned, designed, procured, manufactured, installed, tested, commissioned, operated and maintained in accordance with all relevant safety requirements set out in this Schedule and elsewhere within the Contract;
  - (b) the Services are delivered to the required level of quality within the constraints set out in Schedule 4 (The Services) through the operation of an independently certified quality management system;
  - (c) the Services are delivered with appropriate regard to the need to and take into account best available techniques to:
    - (i) preserve and protect the environment and avoid, remedy and mitigate any adverse effects on the environment;
    - (ii) enhance the environment and have regard to the desirability of achieving sustainable development;
    - (iii) conserve and safeguard flora, fauna and geological and physiological features of special interest; and

- (iv) sustain the potential of natural and physical resources and safeguard the life-supporting capacity of air, water, soil and ecosystems; and
- (d) the Contractor demonstrates compliance with:
  - (i) the Standards set out in Schedule 9.3 (Standards) and any other standards set out elsewhere in this Contract;
  - (ii) the policies of the TTL Group relating to the IRC System and/or the Services provided by TTL to the Contractor from time to time during the Term pursuant to Variations;
  - (iii) statutory requirements; and
  - (iv) relevant codes of practice under the Health and Safety at Work etc. Act 1974 as amended.

1.1.5 In order to ensure an effective working relationship TTL and the Contractor shall liaise closely on safety, quality and environmental matters and shall convene frequent liaison meetings to discuss such matters including such meetings as may be reasonably requested by TTL from time to time.

## **1.2 Documents to be submitted by Contractor**

1.2.1 The Contractor shall prepare, submit and maintain the following Documents in accordance with the requirements of this Schedule:

- (a) in respect of safety management:
  - (i) the Health and Safety Plan in accordance with paragraph 2.1 of this Schedule;
  - (ii) the safety programme in accordance with paragraph 2.2 of this Schedule;
  - (iii) a Safe System of Work ("**SSOW**") and supporting Documentation (generic and Site-specific) in accordance with paragraph 2.3 of this Schedule;
  - (iv) External Factor Analyses in accordance with paragraph 2.5 of this Schedule;
  - (v) hazard analysis reports;
  - (vi) Accident and Incident Reports in accordance with paragraph 2.6 of this Schedule; and
  - (vii) Fault Tree Analysis reports in accordance with paragraph 2.4 of this Schedule;
- (b) in respect of quality management:
  - (i) the Quality Manual in accordance with paragraph 3.2 of this Schedule;
  - (ii) the Quality Plan in accordance with paragraph 3.3 of this Schedule;
  - (iii) a Quality Audit Schedule and Quality Audit Reports in accordance with paragraph 3.4 of this Schedule; and

- (iv) a Non Conformance Log (for audits) in accordance with paragraph 3.5 of this Schedule;
- (c) in respect of environmental management:
  - (i) the Environmental Plan in accordance with paragraph 4 of this Schedule; and
  - (ii) Environmental Reports in accordance with paragraph 4 of this Schedule; and
- (d) in respect of FORS, any documents evidencing the Contractor's membership of FORS or an Alternative Scheme and the Contractor's FORS accreditation status in accordance with paragraph 5.1 of this Schedule.

### **1.3 Certification and Accreditation**

1.3.1 Where required by the relevant Standard, the Contractor shall undergo Third Party assessment to ensure compliance with:

- (a) BS OHSAS 18001 for the Contractor's safety management system;
- (b) BS EN ISO 9001 for the Contractor's quality management system; and
- (c) BS EN ISO 14001 for the Contractor's environmental management system,

with an independent accredited certification body or accreditation body for each of the above, as appropriate, on and from the Service Commencement Date. The Contractor shall maintain full certification or accreditation, as appropriate, of paragraphs (a) to (c) above, by an independent recognised body for the Term. The Contractor shall notify TTL in writing of any major non-conformances identified by such assessment and certification / accreditation bodies and provide a copy of the associated action plan and reports of progress against it to TTL.

## 2 Safety Management

### 2.1 Health and Safety Plan

- 2.1.1 The contents of the “**Health and Safety Plan**” shall comply with all applicable Laws (including the CDM Regulations 2007) and the Contract QUENSH Conditions and shall be such as to enable TTL to comply with its obligations under applicable Law, including the Railways and Other Guided Transport Systems (Safety) Regulations 2006.
- 2.1.2 The Contractor shall prepare, implement and maintain the Health and Safety Plan in accordance with all relevant statutory regulations and applicable Law and in the event that the Contractor fails to do so it shall prepare and issue a Corrective Action Plan in accordance with Schedule 12.4 (Contract Management). The Health and Safety Plan shall serve as a framework for planning health and safety aspects of all activities throughout the Term from design and implementation to commissioning, testing and operation. The Contractor shall ensure that the Health and Safety Plan includes the following as a minimum:
- (a) a corporate health and safety policy statement;
  - (b) details of the Contractor’s safety organisation, covering:
    - (i) organisational structure;
    - (ii) Key Sub-Contractors (where applicable); and
    - (iii) CVs of all managers with a prime safety management role;
  - (c) the method by which any conflicts of interest between safety and other objectives will be resolved;
  - (d) corporate health and safety procedures;
  - (e) a list of statutory requirements, codes of practice, and similar standards considered by TTL and/or the Contractor to be applicable to the Contract;
  - (f) methods of identifying and controlling potential hazards between and within the Contractor's work and that of its Sub-Contractors, TTL and/or Third Parties;
  - (g) recruitment, training (including joint initiatives with TTL), competence management and licensing systems necessary to meet the Contractor's obligations under this Contract; and
  - (h) accident and incident recording methodology and review processes together with accident records, including those of Sub-Contractors where applicable.
- 2.1.3 The Contractor shall:
- (a) comply with the Contract QUENSH Conditions;
  - (b) ensure that all matters relating to health and safety have been properly considered in a structured manner; and

- (c) engage with representatives of TTL and all other organisations responsible for Sites as appropriate in relation to this paragraph 2.1.3.

2.1.4 The Contractor shall review and update the Health and Safety Plan in accordance with paragraph 2.7 of this Schedule.

## **2.2 Safety Programme**

2.2.1 The Contractor shall prepare, implement and maintain a detailed safety Programme Plan summarising all of the relevant health and safety activities for all Projects and Programmes in accordance with the requirements of paragraph 5.5 of Schedule 10.2 (Programme and Project Lifecycle) represented in a bar chart format where applicable and separating the activities by logical groups relating to the Sites where the Services are being delivered, and in the event that the Contractor fails to do so it shall prepare and issue a Corrective Action Plan in accordance with Schedule 12.4 (Contract Management).

2.2.2 Where applicable, the safety programme (set out in paragraph 2.2.1 above) and each Project Plan or Programme Plan shall include activities for:

- (a) the preparation of the Health and Safety Plan;
- (b) the preparation of each Safe System of Work;
- (c) the Contractor's safety audits and reports;
- (d) the Contractor's hazards and operability (HAZOP) studies and reports;
- (e) the Contractor's Fault Tree Analysis and reports (where applicable);
- (f) the Contractor's External Factor Analysis and reports; and
- (g) reviewing and updating of, and reporting on, the safety project or programme in accordance with paragraph 2.2.4 of this Schedule.

2.2.3 Where the Contractor conducts safety audits in accordance with the requirements of its safety management system or at the request of TTL pursuant to this Contract, the safety audit reports shall be issued to the TCM within five (5) Business Days of each safety audit and in the event that the Contractor fails to do so it shall prepare and issue a Corrective Action Plan in accordance with Schedule 12.4 (Contract Management).

2.2.4 The safety project or programme shall be reviewed and updated and reported on in accordance with the requirements of Schedule 10.2 (Programme and Project Lifecycle).

## **2.3 Safe System of Work (SSOW)**

2.3.1 The Contractor shall prepare a health and safety plan (the "**Safe System of Work**" (or "**SSOW**")) for each Site and submit such plan in accordance with the requirements of Schedule 10.2 (Programme and Project Lifecycle). The Contractor shall ensure that the SSOW shall clearly identify specific conditions and constraints relevant to each Site and cross-reference to other plans as appropriate. The Contractor shall ensure that the SSOW covers as a minimum:



- (a) safety, security and protection of all those affected by any work(s);
- (b) hoarding arrangements;
- (c) personal protective equipment;
- (d) Site clearance and disposal of materials;
- (e) access to rooms;
- (f) movements of materials within Sites;
- (g) equipment installation, testing and commissioning;
- (h) health and welfare provisions;
- (i) method statements for all maintenance activities undertaken on TTL property;  
and
- (j) emergency contacts and procedures.

## **2.4 Fault Tree Analysis**

- 2.4.1 The Contractor shall carry out a "**Fault Tree Analysis**" at the request of the TCM when the TCM considers that it is important to investigate in detail TTL's safety concerns for a particular area of the Services.
- 2.4.2 In the Fault Tree Analysis, the Contractor shall identify and quantify all events where multiple faults combine, with or without human or other external factors, to produce conditions which:
  - (a) increase risk of death or injury; or
  - (b) result in the evacuation of a Site.
- 2.4.3 The Contractor shall submit the Fault Tree Analysis to the TCM within ten (10) Business Days of completing each Fault Tree Analysis.

## **2.5 External Factor Analysis**

- 2.5.1 The Contractor shall carry out formal reviews (the "**External Factor Analyses**") as determined by the impact of external factors on any health and safety matters related to this Contract to demonstrate that due consideration has been given to external factors during the provision of the Services and provide a copy of the results of such reviews to TTL when requested by TTL.

## **2.6 Accident and Incident Reports**

- 2.6.1 The Contractor shall submit an accident and incident report after any reportable accident or safety incident, as defined in the current issue of the Reporting of Injuries, Diseases, and Dangerous Occurrences Regulations 1995 (RIDDOR) as amended, related to the Services provided by the Contractor that has occurred on Site (an "**Accident and Incident Report**").

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- 2.6.2 For serious and/or reportable incidents, the Contractor shall ascertain whether TTL needs to be involved in the incident inquiry. The Contractor shall involve TTL in any incident inquiry involving accidents to any individual affected by the work(s) arising from the implementation or use of operational equipment for which the Contractor is responsible or in cases involving the Office of Rail Regulation.
- 2.6.3 The Contractor shall ensure that the Accident and Incident Report covers the following as a minimum:
- (a) details of accident/incident;
  - (b) personnel involved;
  - (c) date and timing of incident;
  - (d) causes of incident;
  - (e) outcomes;
  - (f) lessons learnt; and
  - (g) proposed changes to plans, processes and procedures to ensure that such an incident does not occur again.

## **2.7 Review and Updating**

- 2.7.1 The Contractor shall maintain as current and review, update and submit, in accordance with the Submissions Procedure set out in Schedule 11.1 (Document Management), the Health and Safety Plan on each anniversary of the Service Commencement Date.
- 2.7.2 The Contractor shall also review, and where applicable, update and re-issue the Health and Safety Plan after each:
- (a) Accident and Incident Report; and
  - (b) safety audit carried out by the Contractor, TTL or a Third Party.

## **2.8 Reports and Meetings**

- 2.8.1 The Contractor shall report on safety issues in the Project or Programme Portfolio Report, in accordance with Schedule 10.2 (Programme and Project Lifecycle) and/or the Service Performance Report, in accordance with Schedule 4.1 (Service Delivery) as appropriate and the Contractor's safety performance shall be reviewed at the corresponding Project Review Meeting, Programme Portfolio Review Meeting and/or Service Review Meeting.
- 2.8.2 The Contractor shall prepare and submit a HAZOP studies report following each HAZOP study which shall include all items discussed whether noted for further action or not and shall be used in the production of the Health and Safety Plan, SSOW and training methodology. The Contractor shall issue such report to TTL within twenty (20) Business Days of each HAZOP study.
- 2.8.3 The Contractor shall submit an initial report of each incident reportable under RIDDOR (as set out in paragraph 2.6) to the TCM within one (1) Business Day of the

incident occurring and submit a full report within ten (10) Business Days of the incident occurring, unless otherwise agreed with TTL, giving due consideration to the nature of the incident and the length of the incident or accident inquiry.

## 3 Quality Management

### 3.1 Quality Manager

- 3.1.1 The Contractor shall appoint a member of Contractor Personnel to act as the quality manager who shall fulfil the duties set out in paragraph 3.1.2 below (the “**Quality Manager**”).
- 3.1.2 TTL considers that the role of the Quality Manager is essential to ensure effective quality assurance, control and management in order to deliver the requirements of this Contract. Consequently, the Contractor shall ensure that the Quality Manager:
- (a) is instrumental in the development of the Quality Plan;
  - (b) develops and provides quality training for all Contractor Personnel in the relevant quality requirements;
  - (c) approves the quality management elements of the Contractor’s method statements;
  - (d) analyses non-conformances and complaints for trends and root causes;
  - (e) develops the Quality Audit Schedule and the Non Conformance Log;
  - (f) has appropriate independence to enable objective professional execution of duties;
  - (g) has an effective reporting line to the senior management of the Contractor on all matters relating to quality under this Contract to enable preventative solutions to be effectively delivered and enabled to prevent reoccurrence of non-conformance; and
  - (h) is appropriately trained and/or qualified, for example, a Member of the Chartered Quality Institute, an IRCA registered auditor or has a proven track record of practical experience in developing, implementing and improving quality management systems.

### 3.2 Quality Manual

- 3.2.1 As part of the quality management system the Contractor shall maintain a “**Quality Manual**” which shall include a statement of the Contractor’s quality policy and which shall describe the quality management system and the organisation and management responsibilities and procedures that support it. The Quality Manual shall promote a continual improvement philosophy.
- 3.2.2 The Contractor shall ensure that the Quality Manual includes as a minimum those items specified under the current version of BS EN ISO 9001.
- 3.2.3 The Quality Manual shall serve as a high level strategy document.

### 3.3 Quality Plan

- 3.3.1 The Contractor shall prepare, implement and maintain the “**Quality Plan**” and shall ensure that the Quality Plan conforms to the current version of BS ISO 10005 and covers as a minimum appropriate details of how the Contractor shall:

- (a) ensure the integrity of the processes for specifying, developing, procuring, implementing, operating and maintaining all equipment required to deliver the Services and the System including Software and Hardware;
- (b) utilise a structured development or modification process which contains checks at key decision points and requires authorisation to proceed at each such point;
- (c) indicate key quality control check points for each key decision requiring authorisation to proceed;
- (d) establish a framework for the acquisition and maintenance of the technology infrastructure;
- (e) ensure that Documentation is kept current as changes occur including as a result of lessons learned from audits, inspection and TTL quality concerns;
- (f) perform post-implementation reviews to record lessons learnt from which future work can benefit;
- (g) operate relevant and effective staff training and development programmes;
- (h) ensure that Sub-Contractors implement appropriate quality management processes and controls;
- (i) identify and monitor key quality performance indicators;
- (j) apply a risk based methodology to the scheduling of quality audits;
- (k) describe the statistical or other methodology to be used to prevent reoccurrence of non-conformance; and
- (l) describe any processes or controls which the Contractor will implement to deliver the requirements of this Contract which are not part of the Contractor's quality management system.

3.3.2 The Quality Plan shall include a schedule of the key check points which shall as a minimum reflect the appropriate Milestones for every Project or Programme where a material Change to the System, IRC System and/or the Services is being implemented.

### **3.4 Quality Audit Schedule and Quality Audit Reports**

3.4.1 The Contractor shall conduct, and shall ensure that an accredited certification body conducts, quality assurance audits and formal reviews in accordance with the provisions as set out in the BS EN ISO 9001 series of documents that look at the effectiveness of the Contractor's quality management system in delivering the requirements of this Contract. The Contractor shall maintain a "**Quality Audit Schedule**" which shall include a list of audits and when these are scheduled to be conducted.

3.4.2 In addition, the Contractor shall conduct periodic reviews of the effectiveness of the quality management system, which as a minimum shall be in accordance with section 5.6 (Management Reviews) of BS EN ISO 9001, and include details of the timing of these reviews in the Quality Audit Schedule.

- 3.4.3 The Contractor shall conduct risk based quality audits of the procedures of the Category 1 Sub-Contractors and include details of these audits in the Quality Audit Schedule.
- 3.4.4 The Contractor shall prepare “**Quality Audit Reports**” which shall include, but not be limited to, feedback on internal audits, supplier performance, Site installation and inspections and design and quality issues, and shall make them available to TTL in accordance with paragraph 3.7 of this Schedule.
- 3.4.5 The Contractor shall demonstrate that audits are conducted by appropriately trained and/or qualified Contractor Personnel.

### **3.5 Non Conformance Log**

- 3.5.1 The Contractor shall implement a documented process for maintaining a “**Non Conformance Log**” setting out non-conformances that arise from the Contractor's quality assurance audit process and TTL inspections or rejections. For each non-conformance the Non Conformance Log shall specify:
- (a) a unique reference;
  - (b) an audit reference;
  - (c) a description of non-conformance;
  - (d) a summary of corrective action required in particular to assets and management systems;
  - (e) timescales for corrective action;
  - (f) responsibility for action; and
  - (g) a date corrective action effectively implemented and Assured by TTL as actioned.

### **3.6 Review and Updating**

- 3.6.1 The Contractor shall review, update and submit to TTL the Quality Manual, Quality Plan and any relevant supporting procedures at a frequency to ensure that they remain adequate, current and relevant at all times. The Contractor shall provide details of the regime for review and updating of the Quality Manual and Quality Plan and for their submission to and review by TTL in accordance with the procedure in Schedule 11.1 (Document Management).
- 3.6.2 The Quality Audit Schedule shall be maintained as current and updated in accordance with the Contractor's quality management system.
- 3.6.3 The Contractor shall maintain the Non Conformance Log as current and submit a copy of the updated log to TTL at least every three (3) months or as reasonably requested by TTL.

### **3.7 Reports and Meetings**

- 3.7.1 The Contractor shall report on quality issues in the Programme Portfolio Report and the Service Performance Report and particular issues shall be discussed at the

corresponding Review Meeting. The Contractor shall ensure that reporting covers the quality of the Services set out in Schedule 4 (The Services) and any deliverables pursuant to the Contract as well as the performance of the quality system.

- 3.7.2 The Contractor shall prepare a Quality Audit Report following each quality assurance audit listed on its Quality Audit Schedule. The Contractor shall make available to TTL each Quality Audit Report within ten (10) Business Days of the scheduled date of each quality assurance audit.
- 3.7.3 The Contractor shall also make available to TTL all external auditors' reports that are generated through the Third Party certification process and its maintenance.

## 4 Environmental Management

### 4.1 General

- 4.1.1 The Contractor acknowledges that TTL places a high value on environmental issues and good practice. The Contractor shall incorporate these values and reflect TTL's approach within the Transport for London environmental management system and plan.
- 4.1.2 The Contractor shall be aware of, and contribute towards, the following TTL environmental objectives:
- (a) reducing greenhouse gas emissions (CO<sub>2</sub>);
  - (b) reducing pollutant emissions to the air (NOX and PM10);
  - (c) reducing transport related noise and vibration;
  - (d) maintaining and, where possible, enhancing the quality of London's built environment;
  - (e) reducing resource consumption and improve green procurement;
  - (f) reducing waste generated by applying the principles of "reduce, reuse and recycle"; and
  - (g) reducing water consumption.
- 4.1.3 The Contractor acknowledges that over the Term the importance of environmental issues will increase. The Contractor shall prepare, maintain and update an annual environmental improvement plan in accordance with the requirements set out in paragraph 4.2 (the "**Environmental Plan**") to reflect changes in regulations, best practice and/or Transport for London's health, safety and environment policy so that at all times there is consistency between its environmental policies and those of TTL and in the event that the Contractor fails to do so it shall prepare and issue a Corrective Action Plan in accordance with Schedule 12.4 (Contract Management).
- 4.1.4 The Contractor shall advise TTL forty (40) Business Days prior to implementing any changes to its Environmental Plan to allow TTL to assess the impact of these changes on its own health, safety and environment policy.

### 4.2 Environmental Plan

- 4.2.1 The Contractor shall ensure that the Environmental Plan:
- (a) supports the environmental objectives specified in paragraph 4.1.2;
  - (b) establishes challenging but specific, measureable, achievable, realistic and time oriented environmental objectives and targets, covering (but not limited to):
    - (i) CO<sub>2</sub> emissions;
    - (ii) waste management;



- (iii) resource use (including energy consumption);
  - (iv) water consumption; and
  - (v) PM10 and NOX emissions;
- (c) contains initiatives to improve the Contractor's environmental culture;
- (d) details who within the Contractor's organisation is responsible and accountable for each objective, target and initiative;
- (e) contains sufficient detail to satisfy TTL that the Contractor has understood its environmental obligations under this Contract;
- (f) contains an associated Assurance programme; and
- (g) has been reviewed and approved by the Contractor's Directors prior to submission to TTL.

### **4.3 Environmental Management System**

- 4.3.1 The Contractor's environmental management system shall include the Contractor's environmental policy and Environmental Plan.
- 4.3.2 The Contractor shall ensure that the environmental management system defines the Contractor's environmental strategy and the means of implementing the strategy.
- 4.3.3 The Contractor shall develop specific measures and actions in response to the requirements of the Contract.
- 4.3.4 The Contractor shall ensure that the environmental management system identifies significant environmental impacts and its implementation plan shall define the areas of works and services that will be subject to the Contractor's environmental policy.
- 4.3.5 The environmental management system shall describe the key processes, systems and procedures that the Contractor will adopt to enable it to comply with its environmental policy. These shall include details of the resources the Contractor will allocate and the means of keeping up to date with developments in environmental practice.
- 4.3.6 The Contractor shall define within its Environmental Plan the standards and targets for each area against which it will measure its performance and clearly demonstrate to TTL's reasonable satisfaction how these will contribute to the environmental objectives set out in paragraph 4.1.2.
- 4.3.7 The Contractor shall incorporate within its Environmental Plan references to the relevant Standards specified in Schedule 9.3 (Standards).

### **4.4 Environmental Reports**

- 4.4.1 The Contractor shall prepare Environmental Reports in accordance with the requirements of paragraph 4.6.

#### **4.5 Review and Updating**

- 4.5.1 The Contractor shall maintain as current and review, update and resubmit the Environmental Plan on each anniversary of the Service Commencement Date.
- 4.5.2 The Contractor shall carry out interim reviews of the Environmental Plan prior to the introduction of New Services, New Technologies and other Variations (where applicable).
- 4.5.3 The Contractor shall also carry out interim reviews of the Environmental Plan to take account of material changes in environmental legislation or TTL environmental requirements or the management thereof.

#### **4.6 Reports and Meetings**

- 4.6.1 The Contractor shall prepare a detailed annual Environmental Report. This shall be submitted to TTL within four (4) weeks of each anniversary of the Service Commencement Date and in the event that the Contractor fails to do so it shall prepare and issue a Corrective Action Plan in accordance with Schedule 12.4 (Contract Management).
- 4.6.2 The Contractor shall ensure that the Environmental Report covers the following as a minimum:
  - (a) the achievements against planned targets set out in the Environmental Plan;
  - (b) the targets for the following twelve (12) months;
  - (c) the changes to the Environmental Plan; and
  - (d) any joint initiatives with TTL.
- 4.6.3 The Contractor shall report progress on significant issues or developments in the Programme Portfolio Report and the Service Performance Report and particular work shall be discussed at the corresponding Review Meeting.
- 4.6.4 The Contractor shall meet with TTL every six (6) months specifically to review the progress against the Environmental Plan and to discuss other environmental matters.

## 5 Fleet Operator Recognition Scheme Membership

### 5.1 General

- 5.1.1 Where the Contractor operates Freight Vehicles, it shall from the Service Commencement Date:
- (a) (unless already registered) register for membership of FORS or a scheme, which in the reasonable opinion of TTL is an acceptable substitute to membership of FORS (the “**Alternative Scheme**”); and
  - (b) have attained the standard of Bronze Accreditation of FORS (or higher) or the equivalent within the Alternative Scheme.
- 5.1.2 The Contractor shall maintain the standard of Bronze Accreditation (or equivalent standard within the Alternative Scheme) by way of an annual independent assessment in accordance with the FORS membership terms or take such steps as may be required to maintain the equivalent standard within the Alternative Scheme. Alternatively, where the Contractor has attained Silver Accreditation or Gold Accreditation of FORS, the maintenance requirements shall be undertaken in accordance with the periods set out in their FORS Silver or Gold Accreditation membership agreement.
- 5.1.3 The Contractor shall procure that those of its Sub-Contractors who operate Freight Vehicles shall comply with paragraphs 5.1.1 and 5.1.2 as if they applied directly to the Sub-Contractor.

### 5.2 Safety Equipment on Vehicles

- 5.2.1 The Contractor shall ensure that every Lorry that it uses to provide the Services shall:
- (a) have Side Guards, unless the Contractor can demonstrate to the reasonable satisfaction of TTL that the vehicle will not perform the function for which it was built if Side Guards are fitted;
  - (b) have a Close Proximity Sensor;
  - (c) have a Class VI Mirror; and
  - (d) bear prominent signage on the rear of the vehicle to warn cyclists of the dangers of passing the vehicle on the inside.

### 5.3 Driver Licence Checks

- 5.3.1 The Contractor shall ensure that each of its Drivers has a driving licence check with the DVLA before that Driver commences delivery of the Services and that the driving licence check with the DVLA is repeated in accordance with either the following risk scale, or the Contractor’s risk scale, provided that the Contractor’s risk scale has been approved in writing by TTL within the twelve (12) months prior to carrying out the check:
- (a) 0-3 points on the driving licence: annual checks;
  - (b) 4-8 points on the driving licence: six monthly checks;

- (c) 9-11 points on the driving licence: quarterly checks; or
- (d) 12 or more points on the driving licence: monthly checks.

## 5.4 Driver Training

5.4.1 The Contractor shall ensure that each of its Drivers undertakes:

- (a) Approved Driver Training in the three (3) years prior to the Service Commencement Date;
- (b) a FORS e-learning safety module (or an equivalent safety module provided by the Alternative Scheme) in the twelve (12) months prior to the Service Commencement Date.

## 5.5 FORS Reports

5.5.1 Within thirty (30) days of its becoming a member of FORS or of the Alternative Scheme, the Contractor shall make a written report to TTL by email to "fors@tfl.gov.uk" copying in the TCM detailing the Contractor's compliance with paragraphs 5.2, 5.3 and 5.4 (the "**Safety, Licensing and Training Report**"). The Contractor shall provide updates of the Safety, Licensing and Training Report to TTL by email to "fors@tfl.gov.uk" on each three (3) Period anniversary of its submission of the initial Safety, Licensing and Training Report.

5.5.2 The Contractor shall produce and provide the following reports to TTL initially by the Service Commencement Date and thereafter on a quarterly basis:

- (a) a Collision Report covering the preceding thirteen (13) Periods;
- (b) a report on vehicle equipment, evidencing the required safety equipment (as set out on the FORS Website from time to time) has been fitted and maintained; and
- (c) a report on driver licensing and training, evidencing that for each driver:
  - (i) a licence check has been made with DVLA;
  - (ii) the driver has attended the Approved Driver Training course or similar approved course; and
  - (iii) the driver has sat the FORS e-learning safety module.

5.5.3 The Contractor shall provide sufficient evidence with the above reports to enable the individual driver and vehicle to be identified, for example by a photo, a PDF of the document evidencing that the required safety equipment has been fitted or a PDF of a certificate on driver training. Images and PDFs shall be low resolution (such that electronic file sizes are small but are still legible) and comply with the following naming convention:

<b>Vehicle Compliance Evidence naming convention</b>	"FORS ID_[Vehicle Registration]_[Code]_[Evidence Number]"	
Code to be used in naming convention (as applicable)	Side Guard	SG

	Sensor	S
	CCTV	CCTV
	Feseneel lens	FL
	Rear warning sticker	RWS
	Class VI Mirror	CVI
<b>Driver Details naming convention</b>	"FORS ID_[Driver Licence Number]_[Code]_[Evidence Number]"	
Code to be used in naming convention (as applicable)	SUD Attendance	SUD
	E-Learning completion	EL

5.5.4 The Contractor shall ensure that all evidence used or referred to in the reports set out in paragraph 5.5.2 above shall be put into a zip file, which shall be named in accordance with the following naming convention (as applicable):

- (a) "ID[unique number]\_Vehicle evidence\_[Date]";
- (b) "ID[unique number]\_Training evidence\_[Date]"; and
- (c) "ID[unique number]\_Vehicle evidence\_[Date]".

The Contractor shall email the zip files with the report(s) to "fors@tfl.gov.uk" citing in the subject line "FORS ID[unique number] contract compliance initial report" or "FORS ID[unique number] contract compliance quarterly report" (as applicable).

## 5.6 Obligations of the Contractor Regarding Sub-Contractors

5.6.1 The Contractor shall procure that each of its Sub-Contractors that operate the following vehicles shall comply with the corresponding provisions of this Schedule as if those Sub-Contractors were a party to this Contract:

- (a) for Lorries, paragraphs 5.2, 5.3, 5.4 and 5.5; and
- (b) for Vans, paragraphs 5.2.1(d), 5.3, 5.4 and 5.5.

## 5.7 Failure to Comply with Freight-related Obligations

5.7.1 Without limiting the effect of Clause 78 (TTL's Termination Rights), if the Contractor fails to comply with paragraphs 5.1 to 5.6:

- (a) TTL may issue a Minor Warning in accordance with Schedule 12.4 (Contract Management); and
- (b) TTL may refuse the Contractor, its employees, agents and Freight Vehicles entry onto any property that is owned, occupied or managed by TTL.

## 6 Control of Vehicle Emissions

### 6.1 Generally

6.1.1 The Contractor shall:

- (a) comply with the obligations set out in this paragraph 6;
- (b) consider CO<sub>2</sub>, air quality and noise impacts as part of the decision-making process when procuring and leasing road vehicles; and
- (c) adopt a technology-neutral approach in the procurement and leasing of its road vehicles.

### 6.2 Vehicle Emissions

6.2.1 The Contractor shall procure that all the Contractor's and all Category 1 Sub-Contractors' cars and Vans meet the following CO<sub>2</sub> limits and European emission standards from the Service Commencement Date:

- (a) cars: maximum certified CO<sub>2</sub> emissions of 95 g/km and a minimum of Euro 5 emission standards;
- (b) Vans equal to or less than 1,205 kg kerb weight: maximum certified CO<sub>2</sub> emissions of 105 g/km and a minimum of Euro 5 emission standards;
- (c) Vans between 1,205 and 1,660 kg kerb weight: maximum certified CO<sub>2</sub> emissions of 145 g/km and a minimum of Euro 5 emission standards; and
- (d) Vans greater than 1,660 kg kerb weight: maximum certified CO<sub>2</sub> emissions of 205 g/km and a minimum of Euro 5 emission standards.

6.2.2 From the Service Commencement Date, all of the Contractor's heavy duty road vehicles and non-road diesel engines shall (unless otherwise agreed by TTL in its absolute discretion) meet the following emission standards:

- (a) heavy duty road vehicles greater than 3,500 kg kerb weight: Euro 6 European emission standards, except that where the Contractor is unable to attain Euro 6 emission standards for all such vehicles by the Service Commencement Date having used all reasonable endeavours to do so, a Euro 5 emission standard shall be acceptable in relation to a small number of heavy duty vehicles, provided that the Contractor shall attain a Euro 6 emission standard in relation to all such vehicles as soon as reasonably practicable following the Service Commencement Date;
- (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.

6.2.3 In accordance with Mayoral environmental strategies and commitments to reduce CO<sub>2</sub> emissions, when replacing vehicles the Contractor shall wherever possible

include zero or ultra-low carbon vehicles, such as electric, plug-in hybrid or bio methane vehicles, in its fleet. Where the Contractor is unable to comply, the Contractor shall provide to TTL a reasonable explanation of the reasons for such failure.

### 6.3 Replacement Vehicle Requirements

6.3.1 If any road vehicles or non-road diesel engines become due for replacement during the Term, the Contractor shall ensure that the replacement vehicle or engine meets the European emission standards and CO<sub>2</sub> limits (if applicable) for that year in which the replacement road vehicle or non-road diesel engine is introduced into the fleet as set out in the table below.

Road Vehicle (Kerb Weight)	European Emissions Standards for Road Vehicles	
	2015/16	2016/17 onwards
Cars	Euro 6	Euro 6
Vans (≤ 1205kg)	Euro 5	Euro 6
Vans (1205 -1660kg)	Euro 5	Euro 6
Vans (>1660kg)	Euro 5	Euro 6
Heavy Duty Vehicles (>3500kg)	Euro 6	Euro 6

Non-road diesel engines	European Emissions Standards for Non-Road Diesel Engines	
	2015/16	2016/17 onwards
19-37kW	Stage 3A	Stage 3A
37-56kW	Stage 3B	Stage 3B
56-560kW	Stage 4	Stage 4

Road Vehicle (Kerb Weight)	Certified CO <sub>2</sub> Limits (g/km)					
	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21
Cars	90	85	80	75	70	65
Vans (≤ 1205kg)	100	95	90	85	80	75
Vans (1205 -1660kg)	140	135	130	125	120	115
Vans (>1660kg)	200	195	190	185	180	175

## **6.4 Driver Training**

- 6.4.1 The Contractor shall procure that each of the Contractor Personnel required to drive in connection with the Services shall undertake a fuel-efficient driver training course within eighty four (84) days of the Service Commencement Date. Such training course shall consist of theoretical training and practical implementation skills and shall be a minimum duration of one (1) hour. Throughout the Term, any new Contractor Personnel required to drive vehicles in connection with the Services shall also be required to undertake fuel-efficient driver training. The Contractor shall encourage its Sub-Contractors to undertake similar fuel-efficient driver training.
- 6.4.2 TTL may require the Contractor to provide evidence of its compliance with paragraph 6.4.1 from time to time and the Contractor shall provide such evidence of compliance within ten (10) Business Days of TTL's request.



## **Appendix 1: Collision Report Templates**



Collision Report  
Templates.xls