



Volume 2 - Expression of Interest Questionnaire (EoIQ)

Statement of Requirements (SoR)

for a

DEMAND RESPONSIVE BUS SERVICE TRIAL

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0. DEFINITIONS

1. ORGANISATIONAL OVERVIEW

1.1 Transport for London (TfL)

- 1.1.1 TfL is a functional body of the Greater London Authority. Its primary role is to implement the Mayor of London's Transport Strategy and manage transport services to, from and within London.
- 1.1.2 TfL does not make a profit and reinvests all of its income to run and improve London's transport services.
- 1.1.3 TfL manages London's transport network and is responsible for London Underground, London Buses, Docklands Light Railway, London Overground, TfL Rail, the management of Croydon Tramlink, certain services and piers on the River Thames, London Dial-a-Ride, Victoria Coach Station, Santander Cycle Hire Scheme and the Emirates Air Line. TfL also runs the London Transport Museum.
- 1.1.4 On the roads, TfL regulates taxis and the private hire trade, operates the Congestion Charging scheme, manages the city's 580km red route network, operates all of London's 6,200 traffic signals and works to ensure a safe environment for all road users.
- 1.1.5 TfL are delivering one of the world's largest programmes of transport capital investment, which is building Crossrail, modernising London Underground services and stations, improving the road network and making the roads safer, especially for more vulnerable road users, such as pedestrians and cyclists.

1.2 Business Unit

- 1.2.1 This Demand Responsive Bus Service trial is being managed by a cross cutting steering group at TfL, including London Buses, Transport Innovation, Commercial, Customer Insights, Technology and Data.
- 1.2.2 Bus Operations operates and develops London's contracted bus services, Bus and coach stations and, London's on-demand and assisted transport services, including Dial-a-Ride. As the proposed demand responsive bus service trial will not operate on a LSP (London Service Permit) it will be managed by Bus Operations as if part of the contracted London Bus network. Bus Operations t/a London Bus Services Limited will be referenced as The Corporation and/or TfL within this Statement of Requirements.

2. INTRODUCTION

2.1 Background

2.1.1 The [Mayor's Transport Strategy \(MTS\)](#) confirms the critical role of the bus network in ensuring that, by 2041, 80 per cent of journeys are made by walking, cycling or on public transport. We want to understand the potential contribution of a demand responsive bus service to achieving this mode shift objective and to enhance Londoner's transport options more generally.

2.1.2 Demand Responsive Transport (DRT) services are those provided by a public service vehicle which follows a flexible route, a flexible timetable or both. These have existed in various forms for several decades. However, in recent years improvements in technology, and the introduction of vastly improved routing algorithms, have opened up a number of new transit possibilities.

2.1.3 The Corporation is exploring DRT to better understand its potential to enhance London's transport network. In particular, and as articulated in the draft Mayors Transport Strategy (MTS), the Corporation believes DRT may have the potential to contribute to sustainable travel by:

- helping to achieve modal shift to public transport in areas where car dependence is greatest;
- acting as a complement to the existing network and improving affordable access to essential services, employment, education and retail opportunities in areas with lower service coverage; and
- helping to promote a preference for travel by public transport and active modes amongst those moving into new residential areas.

2.1.4 As part of this, the Corporation is looking to work together with an Operator to run a co-funded Demand Responsive Bus Service Trial in outer London. The trial will help TfL to better understand this emerging transport model, and set standards on issues important to the Corporation and the Mayor such as accessibility, driver conditions, air quality, customer service, complementing not competing with the core network and supporting the wider goals of the MTS.

2.2 Objectives

2.2.1 The overarching objective of procuring a Demand Responsive Bus Trial is to assist the Corporation in developing its longer term strategic view of the role Demand Responsive bus services should play in London's transport network.

2.2.2 More specifically the trial objectives include:

Item	Trial Objective
1	To understand if a demand responsive bus can deliver a high quality service which is easy to use, safe, clean and accessible to all Londoners;
2	To understand the impact of a demand responsive bus service on demand for travel by car, walking and cycling, and other forms of public transport;
3	To understand if and where a demand responsive bus service can enhance transport options and suitably complement existing public transport, whilst delivering a safe and attractive environment on our streets;
4	To understand the economics of a demand responsive bus service
5	To understand the maturity of DRT apps to plan and arrange journeys; and
6	To help establish the appropriate demand response bus operating standards for staff and customers.

3. SCOPE

3.1 Service requirements

- 3.1.1 The Corporation wishes to contract with an Operator who will be responsible for operating and delivering a Demand Responsive bus service trial. The Operator will be responsible for part financing the trial Demand Responsive bus service.
- 3.1.2 The Operator shall deliver the Service in accordance with the following requirements.

3.2 Funding requirements /expectations

- 3.2.1 It is anticipated that both the Operator and the Corporation shall share the fixed and variable cost of delivering the Service as well as the revenues, in a split to be agreed.
- 3.2.2 This trial will be delivered as a research and development project. As such it is a requirement that it must be co-funded between the Corporation and the Operator. It is expected that the Operator will co-fund most aspects of the trial costs, including marketing, branding and research costs. It is anticipated that the net cost to the Corporation will be no more than £750k.
- 3.2.3 The Operator will not suffer a detriment for acceptance of the Freedom Pass concession.

3.3 Service area

- 3.3.1 The Services shall be focused in outer London, where other forms of public transport are less economically viable, public transport accessibility levels are low and car dependency is higher. Please see Appendix 1 for a map that highlights these areas.
- 3.3.2 In order to support the Mayor's Transport Strategy mode shift and healthy streets outcomes, car users are the primary target for the service.
- 3.3.3 The Services shall complement (and not compete with) London's existing transport network.
- 3.3.4 The Services may encompass a trial that follows either a set route or operates in a specific area.
- 3.3.5 It is anticipated that the service operating hours should include peak and off peak hours, including evenings.

3.3.6 The majority of the route or trial area shall be within the Greater London boundary. The service area will be subject to local consultation undertaken by The Corporation and in partnership with the local London Borough (or London boroughs).

3.4 **Service specification concept**

3.4.1 The information set out in the following sections A and B will be required by the Operator for the proposed trial service [The details of Sections A and B will be confirmed for the Invitation for Tender and detail will be provided on the level of information required]

3.4.2 This Section comprises the following:

- Section A - Service Requirements and Service Description
- Section B - Working Timetable, Operating Hours – Peak / Off Peak, Peak Vehicle Requirements and Scheduled In Service Mileage

3.4.3 **Section A:**

Service Requirements

The following information will be required for the service area of the trial:

- Pick- up and Drop-off points to be defined
- Provide a plan on how you propose to Risk Assess journeys in the Operating Area of the trial
- Define Journey Time estimates
- Define, through working with TfL, the fare structure and fare levels
- Provide a plan on how you propose to monitor bookings and payments and Freedom Pass holders
- Test the technology and routing(s)
- Driver (and other staff) Recruitment and training
- Vehicle Livery and licences
- Garage Address
- Garage Management Structure

Service Description

The following information must be clearly accounted for in the service area of the trial:

- The Services shall be focused in outer London, in an area where other forms of public transport are less economically viable, public transport accessibility levels are low and car dependency is higher;
- The Services may encompass a trial that follows either a set route or operates in a specific area. It is anticipated that the service will operate in the peak and the off-peak hours, including evenings;
- The majority of the route or trial area shall be within the Greater London boundary;
- Given the finite finance available for the trial a vehicle fleet requirement of around 6-10 is the most likely fit within the envelope of the (to be) defined Operating Area. There is a need to ensure the required vehicle resources can be mobilised to meet anticipated demand and operating characteristics (including road speeds) in order for the trial to provide meaningful results and meet its stated objectives;
- The Operator and the Corporation will work together to determine the appropriate minimum level of service (in number of vehicles) and hours of operation;
- The Services shall run for a maximum of 12 months;

3.4.4 Section B

Working Timetable, Operating Hours – Peak / Off Peak, Peak Vehicle Requirements and Scheduled In Service Mileage

The following information will be required for the proposed service area:

- Peak Vehicle Requirement(s)
- Service Operating Hours – Peak which could include Customer focus on First / Last mile journeys to Transit Hubs
- Service Operating Hours – Off-Peak to include Customer focus on wider service area connections
- Working Timetable – Fixed or Flexible or mixed
- Scheduled Mileage – Fixed or Variable or mixed

4. VEHICLE SPECIFICATION

4.1 Vehicles used in the provision of the Services

4.1.1 All vehicles used in the provision of the Services are required to:

- have the capacity to carry nine seated passengers or more;
- satisfy the prevailing Exhaust Emissions Standards which may be set from time to time by the prevailing competent authority and shall be at least Euro Standards VI compliant;
- be in a livery agreed with the corporation including logo positions and any other proposals (see Section 5.2 for more information); and
- be fitted with Seatbelts

4.1.2 The passenger vehicle fleet must include sufficient vehicles fitted with wheelchair accessible ramp or lift to meet accessible trip requirements.

4.1.3 Any vehicle with a capacity exceeding 22 passengers will need to be compliant with the Public Service Vehicle Accessibility Regulations 2000.

4.1.4 CCTV would be a desirable option, with suggested on-board cameras covering the entrance door and saloon seating area.

4.1.5 The Operator shall have regard to the guidelines issued by the Corporation from time to time when complying with its obligations in paragraph and sub-paragraphs in 4.1.1 to 4.1.3 inclusive.

4.1.6 The Operator shall comply with the “Guidelines for the Carriage of Buggies on Buses” (as set out in Appendix 2) when permitting passengers accompanied by children in pushchairs and wheelchair users to travel.

4.2 Support fleet vehicles

4.2.1 All support fleet vehicles (pool cars, ferry vehicles, engineering support etc) utilised under the agreement must be selected on the basis of the least environmental impact with regards to carbon dioxide, local air pollutant emissions and noise. The Corporation’s objective is to ensure that all Operators vehicles achieve a consistent environmental standard. Operators should work towards the following standards:

- Euro Standards. All vehicles to achieve a minimum of Euro 6. This will ensure that Operators fleets are fully compliant with the ULEZ standards once the Ultra-Low Emission Zone is launched on 7 September 2020.

- Carbon Dioxide Limits. Minibuses category M2/M3: Fleet average CO2 emissions for Minibuses should not exceed 200g/km CO2.
- In line with Mayoral environmental strategies and TfL commitments to reduce carbon dioxide emissions, Operators are also encouraged to include zero or ultra-low carbon vehicles in their support fleet such as electric, plug-in hybrid or hydrogen fuel cell vehicles.

5. MARKETING, BRANDING AND ADVERTISING

5.1 Marketing communications

- 5.1.1 An approach to integrated marketing communications will be developed through collaboration between the Corporation and the Operator. It is expected that both the Corporation and the Operator will contribute funds towards any marketing communication activity. The Corporation retains approval and sign-off rights.
- 5.1.2 Integrated communications support will take place prior and during the trial period.
- 5.1.3 A multi-channel approach will be used using the Corporation-owned inventory, the Corporation's database and paid-for media. Should the Operator have access to free media channels or a customer database, it will be expected to use this too, subject to any data protection rules.
- 5.1.4 Communications will need to adhere to TfL's design standards and the bespoke brand guidelines which will be developed for this trial as well equality and inclusion guidelines (available at <https://tfl.gov.uk/info-for/suppliers-and-contractors/design-standards?intcmp=5837>)
- 5.1.5 The Corporation will lead on any stakeholder engagement with third parties regarding the trial and will also lead on PR activity, including answering any media queries, working collaboratively with the Operator. The Corporation will ensure the Operator is aware of the stakeholder and PR engagement strategy and where appropriate any joint engagement requirements.
- 5.1.6 The Operator is expected to feed-back on customer issues that the integrated marketing team may need to know and address (e.g. operational load, customer queries, customer myth busting).

5.2 Branding

- 5.2.1 The branding of the Service – as applied to all applicable assets – will need to adhere to TfL's design standards, with particular reference to the use of logos, typefaces, colours, legibility and other elements that are required, and the bespoke brand guidelines which will be developed for this trial.

- 5.2.2 The Roundel (TfL's core blue logo) and Johnston100 typeface would be the core assets used for this project – and other elements, such as cartographic and other customer information elements, would follow established TfL's strategies and methodologies to ensure a baselined customer experience.
- 5.2.3 No wording will be allowed through the roundel. A third-party logo can be locked up with supporting contextual text as required by TfL.
- 5.2.4 TfL and the Operator will work together to develop and approve an approach to co-branding including the details of any design solutions across all customer touchpoints.
- 5.2.5 The livery for the vehicles must be co-branded with TfL and the Operator, and can contain reference to customer benefits and a call to action.
- 5.2.6 The livery must contain explicit reference to this being a trial service.
- 5.2.7 TfL will retain approval rights over any use of its IPR, with joint approval on items containing both parties' logos / IPR.
- 5.3 **Advertising**
- 5.3.1 It is not expected that there will be any commercial advertising on the vehicles.

6. FARES INFORMATION

- 6.1 It is expected that the cost of the fare would be more than a standard London bus, in recognition of the enhanced level of service.
- 6.2 An approach to the fare levels and structure will be discussed and developed between TfL and the Operator. Final fare levels will be subject to the consideration and approval of the Mayor and a Fares Direction will be issued with which TfL and the Operator must comply with.
- 6.3 Customers must be able to view and accept or reject their fare before confirming their booking.
- 6.4 The Freedom Pass concession must be accepted. The Operator will not suffer a detriment for acceptance of the Freedom Pass concession.
- 6.5 A plan for revenue inspection or validation is to be considered by the Operator and agreed by the Corporation.

7. MONITORING OF OVERALL PERFORMANCE

7.1 A summary of the required quality related aspects of the Services and some of the ways in which the Corporation shall monitor the Operator's overall performance in respect of Services and its obligations under this Agreement is provided below

7.2 Objectives of the trial

7.2.1 The overarching objective of procuring a demand responsive bus trial is to assist the Corporation in developing its longer term strategic view of the role Demand Responsive bus services should play in London's transport network. The six specific objectives of the trial are noted in Section 2.2.2.

7.2.2 The Corporation will work with the Operator to consider how we can best achieve the objectives of the trial. A collaborative, transparent approach and knowledge sharing between the Operator and the Corporation will be important in maximising the learning opportunities of the trial for both parties. Open book accounting and access to all aspects of the operations will support the achievement of these objectives for the Corporation and are therefore encouraged. The Corporation is open to sharing knowledge with the Operator for mutual benefit.

7.3 Customer experience

7.3.1 To TfL, Every Journey Matters. This is done through delivering a consistently good customer experience. The Operator will be expected deliver a high-quality customer proposition and experience in line with TfL's customer promise.

7.3.2 The customer proposition (as set out in the 'Customer Journey' in Appendix 3) details how we want customers to experience this service:

- On demand – book a journey in real time, when and where required;
- Easy and convenient – search, book, pay and feedback via one integrated platform;
- Quality – safe and secure, comfortable, reliable, consistent;
- Accessible – easy to use whatever your needs, affordable;
- Supported – feels 'human' / 'in touch' (delivered through digital), help available when needed; and
- Customer service excellence – issues resolved efficiently, consistent interaction across touchpoints.

7.4 Customer information

- 7.4.1 High-quality information provision is a key driver of customer experience. Customers must be able to track their journeys in real time via an app. It is expected that the technology will be able to push notifications to customers about their journeys (e.g. vehicle ETA, delays on route).
- 7.4.2 It is expected that the Operator will give consideration to other information channels (e.g. signage (both on board and on the vehicle exterior), digital information on board vehicles, driver comms both to the driver from the Operator and to customers informing them of issues, disruptions and delays regarding their journey).
- 7.4.3 The Operator must comply with legal requirements for mandatory signage in-vehicle and on the vehicle exterior.
- 7.4.4 It is expected that both the Corporation and the Operator will contribute funds towards the production and installation of any signage. The Corporation retains approval and sign-off rights for all collateral.

7.5 Customer service standards

- 7.5.1 The Corporation and the Operator will work together on developing a procedure for handling customer contact. This will cover roles and responsibilities, processes and reporting, amongst others.
- 7.5.2 The Operator will comply with TfL's customer service standards and service-level agreements, as set out in *"Dealing with Customer Contacts: Standards and Monitoring"* (as set out in Appendix 4) and *"TfL Complaints Handling Procedure"* (as set out in Appendix 5).
- 7.5.3 The Operator is required to have a point of contact available for direct customer contact and liaison with the Corporation.
- 7.5.4 The Operator must be able to demonstrate that driver customer service / customer experience training is integrated into its recruitment policy.

7.6 Accessibility

- 7.6.1 The Mayor of London and TfL believe that improving the accessibility of the public transport system is critical to delivering a better whole journey experience for all Londoners.
- 7.6.2 The Operator is expected to demonstrate that consideration has been given to optimising accessibility throughout the end-to-end user experience across all touchpoints.

7.6.3 This includes the booking/payment platform (e.g. app – screen reader compatibility, magnification software, audio-visual cues; alternative option(s) for people who do not have access to smart phones/the internet), vehicles (e.g. wheelchair/buggy space, boarding mechanism, audio-visual customer information), staff (e.g. disability equality training) and on-street environment (e.g. accessibility of stopping points).

7.6.4 The Operator must cover common accessibility issues (e.g. the carriage of wheelchairs, buggies, service and non-service animals, luggage) within formal policies, which must be in line with sections 4 and 9 of this Statement of Requirements.

7.6.5 The Operator must have in place an equality and inclusion policy which is in line with TfL's Equality & Inclusion Vision. <https://tfl.gov.uk/corporate/about-tfl/corporate-and-social-responsibility/equality-and-inclusion>

7.7 **Customer insight**

7.7.1 The Operator must have provisions and user agreements in place for gathering, analysing and sharing customer and staff feedback and insight throughout the duration of the trial. This should include data collected at the app registration stage (e.g. basic demographics), operational data (e.g. trips per hour, trips per area etc), the ability to capture feedback on individual journeys, overall customer satisfaction and attitudes towards the trial (including intention to use and deterrents to use if limited take up) and provide the Corporation with access to user database for research purposes.

7.7.2 Any research programme will be determined by the Corporation in collaboration with the Operator, including but not limited to questionnaire design, timings of research and debriefs.

7.7.3 It is expected that both the Corporation and the Operator will contribute funds towards any research activity.

7.8 **Passenger Priorities in respect of the Services**

7.8.1 Research carried out on behalf of the Corporation demonstrates that the importance passengers attach to the various features of bus services are ranked in the following order:

- Time waiting and riding;
- Personal safety
- Comfort in the bus;
- Ride quality;

- Driver behaviour;
- Information (robust covering all aspects of the customer journey from pre-boarding to end);
- Ease of getting on/off (especially accessibility needs)
- Cleanliness; and
- State of repair of the vehicles.

7.8.2 Those attributes wholly or partly in the control of the Operator are: time waiting and riding, personal safety (on board the bus), comfort in the bus, ride quality, driver behaviour, information, ease of getting on/off, cleanliness and state of repair of the vehicles.

7.9 **Operator's obligations**

7.9.1 Notwithstanding any of its other obligations under the Agreement the Operator is required to have the following:

- including but not Limited to National Standard Operating Licence (with sufficient vehicle discs to cover the comprehensive implementation of a trial of 12 months);
- Transport Manager Certificate of Professional Competence;
- or otherwise at law, policies including but not limited to General Employment Law Policies, Health & Safety Policy, Equal Opportunities Policy, Environmental Policy, Data Protection Policy, Public Liability Insurance, Employers Liability Insurance, Motor Vehicle Insurance, Medical Standards Policy including Drugs & Alcohol.

7.9.2 The Operator is required at all times to deliver quality Services to meet passengers' priorities outlined in paragraph 7.8.1 above, or as notified by the Corporation from time to time. In order for this to be achieved the Operator must ensure that:

- Driver pay meets the London Bus Driver Professional Wage of £23,000 per annum (or pro-rata) indexed annually by RPI (Rate as of October 2017 was £23,912);
- all booked journeys are operated;
- the reliability of the Services is maximised;
- all its staff are suitably qualified and trained (including but not limited to D or D1 Driving Licence with no more than 3 penalty points and no convictions for driving under the influence of drink or drugs in the last ten years, Drivers

Certificate of Professional Competence (CPC), Disclosure & Barring Service Certificate (DBS) less than 3 years old and renewed every 3 years, Customer Service and Disability Awareness Training, Training in use of wheelchair ramp/lift and that its drivers maintain an acceptable level of driving standards at all times;

- all its staff are polite and helpful to passengers;
- when stopping at pick up / drop off points all vehicles are positioned as near to the kerb as possible;
- all vehicles are clean and free from litter, graffiti and any other form of vandalism;
- all vehicles are maintained in a good serviceable condition, in accordance with best engineering practices;
- it provides safe and environmentally acceptable Services at all times and that it shall take any appropriate action to:
 - minimise the frequency and severity of accidents;
 - comply with any relevant health and safety legislation, environmental legislation or any other regulation; and
 - minimise the negative environmental impact of the Services.

7.9.3 Operators are encouraged to adopt modern working practices, including a pay scale that recognises seniority, such as 'Licence for London' (see Appendix 6), avoiding short term work arrangements, providing staff professional development opportunities, sick pay and flexible working options and having HR policies to support inclusion and diversity.

8. MONITORING OF THE SERVICES BY THE CORPORATION

8.1 In order to assess the Operator's performance of its obligations in the paragraphs above, the Corporation (or its agents or contractors) shall monitor the Services as it considers appropriate from time to time, having regard to information from all sources including data available from observations, checks and audits of the Operator. In addition, the Operator shall provide the Corporation with such information as it requires from time to time supporting such monitoring.

8.2 As at the date of the Agreement, the Services shall be monitored as detailed below provided that the Corporation reserves the right to vary the means of monitoring or to carry out any additional monitoring as it considers appropriate and such changes shall be notified to the Operator.

8.3 Monitoring of the Services could include, but is not limited to:

- Customer Satisfaction Survey;
- Reliability of the Services;
- The Bus Mystery Travel Survey;
- Public communications;
- Driving standards – Driver Quality Monitoring (DQM);
- Drivers' Hours and Working Time Directive;
- Incidents
 - The Operator shall supply to the Corporation information concerning all incidents.
 - In addition, the Operator shall inform the Corporation of any serious incident immediately after the event. (Appendix 7 and Appendix 8);
- Engineering standards – Engineering Quality Monitoring;
- Government vehicle inspections
 - The Vehicle Inspection and Monitoring System (VIMS) is part of the mechanism by which the Corporation monitors the safety of operation of the Services. The Operator shall supply to the Corporation information in respect of all annual tests and vehicle spot checks.
 - In addition, the Operator shall notify the Corporation within twenty-four hours of the issue of a PG9 notice (immediate or delayed) marked as indicating neglect or serious failure of the Operator's maintenance regime for any vehicle used in the operation of the Services;
- Environmental performance
 - The Operator shall supply the Corporation with information and data relating to the Operator's environmental performance, including environmental projects and initiatives, upon request.
 - Without prejudice to the Agreement, the Operator shall supply the Corporation with data pertaining to all tests or assessments relating to the environmental performance of the Operator's vehicles used in the provision of the Services. Reports shall be submitted in the form specified

by the Corporation from time to time using a method of transmission that is acceptable to the Corporation acting reasonably.

- The Operator shall co-operate when required with the Corporation in developing and / or implementing any initiatives intended to improve environmental performance. In the event that the Corporation is requested to respond at a network level to requests for information from the Greater London Authority, Central or Local Government or any other legitimate body then the Operator shall supply such information as is reasonably necessary for the Corporation to be able to give a full response.
- The Operator shall, as necessary, provide environmental performance data covering all aspects of the operation of service including vehicles, associated buildings and infrastructure. Data requirements could include energy and fuel use, waste and recycling rates. Data shall be submitted on a template to be issued by the Corporation.
- Management of health and safety performance
 - The Corporation monitors all safety-related aspects of the operation of the Services with a view to discharging its statutory functions in relation to the provision of bus services (including inter alia its duty to provide safe services to, from and within Greater London). Such monitoring is supported by detailed investigation of reported incidents and by consideration of any trends identified. The Operator shall co-operate with the Corporation in carrying out such investigations.
 - Any information supplied by the Operator in accordance with the above paragraphs may be analysed by the Corporation and used to compile statistics comparing the relative safety performance of the Services and Operator with other operators providing services to the Corporation, or against other safety criteria.
 - Without prejudice to the Agreement, the Operator shall inform the Corporation of any formal inquiry, hearing or disciplinary or enforcement action by the Traffic Commissioner or any other enforcement agency so far as it relates to the provision of the Services by the Operator. Such notice shall be provided to the Corporation by no later than 1 (one) week of a date being agreed or set for a meeting with the Traffic Commissioner or any other enforcement agency and immediately in the case of disciplinary or enforcement action.
- Driver medical standards
 - The medical fitness of drivers is essential to ensuring, maintaining and improving the quality and safety of the Services provided by the Operator.

Without prejudice to any other obligations under the Agreement, the Operator shall take all reasonable steps to ensure the medical fitness of its drivers. To this end, the Operator shall develop, maintain and implement a policy and associated procedures in relation to driver medical standards (“the driver medical standards policy”).

- The driver medical standards policy shall detail the Operator’s arrangements for achieving compliance with DVLA standards for driver medical fitness and address alcohol and drug use and dependency and shall detail the steps that the Operator is taking to comply with the following obligations:
 - Confirm through the request for references that the previous employer is not aware of any medical condition that would prevent the applicant from holding a Public Carriage Vehicle (PCV) licence.
 - Ensure all applicants are medically screened at the pre-employment stage. This shall include a medical review, (addressing medical, drug and alcohol requirements set by the DVLA) by a qualified medical practitioner who is familiar with DVLA requirements.
 - Screen all applicants for intoxicants prior to employment. For cause testing should take place following any incident where the involvement of drugs or alcohol is suspected.
 - The Operator shall ensure that the medical competence of drivers is monitored and maintained through:
 - requiring all drivers to inform their manager if they are unable to drive or hold a PCV licence due to medical reasons;
 - conducting employee interviews following sickness absence; and
 - conducting drug and alcohol testing at a level that satisfies the Operator that DVLA standards are being maintained with no less than 10 per cent of drivers randomly tested for drugs and alcohol annually.
- Developing and maintaining a procedure for notifying the medical adviser at the DVLA, in writing, if a driver is unable to hold a PCV licence for medical or drug and alcohol reasons.
- The Operator shall provide the Corporation with a copy of its driver medical standards policy on request.

9. SUSPICIOUS PACKAGES, CARRIAGE OF ANIMALS AND OTHER MATTERS

9.1 Action to be taken when suspicious packages are found on buses

9.1.1 A driver and where appropriate other staff who are made aware of, or who find a suspicious package, object, or the like, on their bus must comply with the following:

- Do not ignore it;
- Do not move, touch or tamper with it; and
- Attempt to establish ownership, if this is unsuccessful then: -
 - Do not transmit or permit any person to transmit from any radio or mobile phone within 25 metres of it;
 - Protect all passengers/staff, by evacuating them safely and quickly;
 - Move away all passengers, pedestrians and keep all road users at least 150 metres from the bus;
 - Switch off engine, isolate electrics and leave bus doors open;
 - Inform the police via the most appropriate means at a safe distance (50 metres) or by dialing 999 from a landline. They shall be responsible for calling other emergency services if necessary;
 - Stand- by at the scene to identify themselves to the first police officer who arrives, comply with his/her directions and remain there until released by the police officer; and
 - Do not drive into a bus station

9.2 Action to be taken when suspicious people are found on buses

9.2.1 A driver and where appropriate other staff who see a passenger acting suspiciously or are made aware of a passenger acting suspiciously on their bus by another passenger or a third party must comply with the following:

- Pull over safely (not at a bus stop);
- Evacuate the passengers by telling them the bus has a problem;
- Switch off the engine;
- Call the police;

- Stay at the scene and be identified when police arrive;
- Be prepared to give a description of the suspicious person when you have been cleared by the police; and
- Do not use a mobile phone within 50 metres.

9.3 **Carriage of animals**

- 9.3.1 Drivers are legally obliged to allow any assistance dog on board such as guide dogs or hearing dogs accompanying disabled persons.
- 9.3.2 Drivers must permit dogs or other inoffensive animals to be carried by passengers. Such animals should be under control and on a lead and shall be carried at the owner's risk and must not be allowed on seats.

9.4 **Carriage of luggage**

- 9.4.1 Passengers must be permitted to carry, free of charge, all reasonable items of luggage, provided such luggage does not obstruct the gangway or occupy seats and is not likely to be a danger or inconvenience to other passengers. Hazardous and/or inflammable substances (excluding medical equipment) cannot be carried on buses for safety reasons. Passengers are not permitted to carry open bottles or cans of alcohol on buses and drivers are required to ensure that this is adhered to, without putting themselves in danger. Pushchairs and buggies can be carried, for no extra cost, at the driver's discretion, providing that they do not block seats or gangways, as further detailed in "Guidelines for the Carriage of Buggies on Buses" (as set out in Appendix 2).

NOTE: The condition under which items of luggage are carried may be varied by the Corporation from time to time, e.g. when there is a high level of security alert.

9.5 **Contra-flow bus lanes**

- 9.5.1 Drivers must exercise special care when driving in contra-flow bus lanes, ensuring that dipped headlights are switched on, that they keep to a safe speed no greater than 10mph, and that they are on the alert for pedestrians who may attempt to cross the bus lane.
- 9.5.2 The Corporation reserves the right to require the Operator to adhere to specific speed limits in certain other locations, other than in contra-flow bus lanes, from time to time.

9.6 Driving in Oxford Street, pedestrianised zones and defined other roads

9.6.1 Drivers must use dipped headlights at all times when driving in Oxford Street and defined pedestrianised zones and other roads as notified by the Corporation from time to time. In addition, wherever possible, drivers should also use dipped headlights in all other locations at all times. All vehicles should be configured to allow such operation.

9.7 Dealing with Lost Property

9.7.1 Operator must handle lost property in line with the Corporations requirements as outlined in Appendix 9.

10. REVIEW MEETINGS

10.1 The Corporation will work with the Operator on a schedule of meetings to monitor and discuss performance of the Services and any related matters. These meetings might be monthly during the operational period of the Services, and more frequent while in the planning phases of the trial. Such meetings may involve the Managing Director and senior personnel of the Operator.

10.2 The Operator shall (at its own expense) use all reasonable endeavours to enable such meetings to be attended by appropriate personnel and held at a suitable time and venue.

10.3 The Corporation will make available a representative, the DRT Trial Manager, for engagement with the Operator.

11. AUDITS AND RIGHTS OF ACCESS

11.1 The Corporation its employees agents and contractors shall have a right of access at reasonable times and upon reasonable notice to the Operator's premises, documentation and vehicles for the purpose of auditing contract compliance by the Operator, including but not limited to:

- All records and information;
- Responses to public communications;
- Health and safety inspections of vehicles, premises and systems;
- Assessing the engineering capability of the Operator;
- Investigating and establishing the validity of any public complaint;

- Compliance with relevant health and safety requirements; and
- Any other matter in relation to the provision of Services.

12. REQUIRED ACTION IN RESPECT OF ANY UNSAFE PRACTICES

- 12.1 Without prejudice to the Agreement, if the information produced in accordance with the Operator's Obligations (paragraph 8.8) within this Statement of Requirements or any other information which comes to the Corporation's attention from time to time indicates that there may be an unsafe practice being undertaken by the Operator the Corporation shall have a right of *immediate* access to the Operator's premises and vehicles to investigate the same. The Operator shall co-operate fully with the Corporation in carrying out such investigations and the Operator shall immediately and at its own expense remedy any unsafe practice found. The Operator shall on request supply the Corporation with details of any internal investigation carried out or commissioned by the Operator and any actions taken by the Operator following any investigation into any unsafe practice.
- 12.2 Where poor safety and environmental performance by the Operator is identified by the Corporation:
- It shall be reported to the Operator who may make representations to the Corporation regarding the causes of the poor performance; and
 - The Corporation may at its discretion request the Operator to develop an action plan to improve safety and/or environmental performance and the Operator shall use its best endeavours to produce, implement and comply with such action plan.
- 12.3 Where analysis enables the Corporation to identify locations, vehicles, or other common features which contribute to a high accident rate the Operator shall so far as reasonably practicable co-operate in the development and implementation of improvement plans.

13. TECHNOLOGY, BOOKING AND PAYMENTS

- 13.1 The Operator must provide a fully integrated, seamless digital experience, which may include digital signage in vehicle, as well as a mobile app and web presence.
- 13.2 The Operator must operate the service using a proven algorithm-driven software platform, which supports dynamic routing and the efficient pooling of customer trips. Booking for the service must be available via a mobile app. This needs to offer functionality for payments and refunds. It also needs to be able to accept,

track and distinguish Freedom Pass concessions as well as accessible trip requests, and track trips made by these users.

- 13.3 Understanding how the digital experience impacts the overall perception and use of the service should be explored as part of the trial.
- 13.4 Best in practice booking and payment / refund mechanisms across mobile app and web. The payment system must comply with PA-DSS and PCI-DSS.
- 13.5 Consideration should be given to:
- It would be preferable if the current payment schemes already accepted by the Corporation on its ticketing network, including VISA, MasterCard and AMEX are available to users of this trial service;
 - An account experience, including notifications, preferences and personalised features, taking latest GDPR requirements and right into account (from customer experience and opt-in to the secure handling, storing and deletion of customer data);
 - Pre-journey and on route real-time information;
 - Digital accessibility – screen reader compatible (e.g. Apple Voice Over, Android TalkBack); high contrast; magnification software; audio-visual notifications (e.g. on route notifications of journey progress, ETA to stopping point, etc);
 - In-app feedback/contact functionality; and
 - Analytics, including in-app analytics and tracking of app downloads.
- 13.6 The available budget and timescales for the Service make it prohibitive to integrate any trial service with the TfL Oyster card payment system but options for some level of integration with London buses will be considered by the Corporation and the Operator.

14. INTELLECTUAL PROPERTY RIGHTS (IPR) AND DATA

- 14.1 The Operator will provide the app technology and back-end system for routing the vehicles in response to demand. This will be licenced to TfL for the duration of the trial, but the background IPR will remain the property of the operator.
- 14.2 TfL will own the foreground IPR generated through the Service and any use of data generated by the trial by the operated will be limited.
- 14.3 The use of any of TfL's logos, trademarks and other IPR will restricted to those used mentioned in the agreement or would need prior written consent.

- 14.4 The Operator will need to have in place, and agreed with the Corporation, the following policies/agreements in order to run the Service:
- Data sharing policy;
 - User agreement;
 - Privacy policy; and
 - Data collection, handling and storage policy.
- 14.5 It is anticipated that all of the data generated from the trial will be owned by TfL, which TfL can use and modify as required. This may include sharing data with third parties and reporting publicly on the outcomes of the trial.
- 14.6 As a research and development project, it will be critical to TfL to be provided with useable data to inform the 6 key objectives of the trial. A collaborative, transparent approach and knowledge sharing between the Operator and the Corporation is encouraged to maximise the learning opportunities of the trial.
- 14.7 The Corporation will work with the Operator to agree on and collect all of the data and supporting information needed to evaluate the new service, this includes customer insight data mentioned in Section 7.7. The evaluation of the service will be based on Policy 23 of the Mayor's Transport Strategy and access to this data is essential to meet the objectives of the trial.
- 14.8 Policy 23 covers the following areas (and data variables are also proposed):
- Supporting mode shift away from car travel (for instance, to understand what mode customers took before, reason for mode shift, trip purpose);
 - Complementing the public transport system (for instance, to understand how the service supports new trips, where customers are travelling to (O and D pairs), distance travelled, attitude and perceptions to the service, time between booking and trip);
 - Opening travel to all (for instance, the number of users, trips per user, new bookings, new and repeat customers, demographics and socio economics of users, fare options used, number of accessible trips requested ./ delivered);
 - Creating a safe attractive environment on our streets (for instance, on board incidents, collisions, injuries and near misses, customer complaints, complaints of use of stops, roads, crime reports on services, driver feedback);
 - Cleaning London's air (for instance, GPS tracking, vehicle speeds, stopping locations, alternative trips, proportion of idle time, telemetry (driver data including speeds, acceleration etc.); and

- Using space efficiently (for instance, journey time per trip, number of km travelled booked/ empty, passenger per vehicle hour, average dwell time, total number of trips booked / empty, number of scheduled trips not operated, number of cancelled trips, percentage of trips that arrive within X minutes and reasons for delays, average wait time for customers, cost per passenger km).

14.9 The Corporation and Operator will work together to agree the most appropriate, secure mechanism to collate and transfer the data required and frequency of sharing it. It is expected data would be collected from the app, website, GPS/telematics, incident/safety and customer survey data. Adherence to TfL's Cyber Security [Standards](#) and [Policies](#) will be required.

14.10 The data protection regulations are set out in the agreement and detail the Operators obligation to comply with Data Protection Legislation.

14.11 TfL is subject to FOI Legislation and the Operator will need to assist and cooperate with TfL to ensure that TfL complies with its obligations.

15. DELIVERABLES / MILESTONES

15.1 The Operator shall mobilise and commence delivery of the Services, in no more than six months of Contract award and is encouraged to mobilise and commence service more expediently.

15.2 The entire Service shall be delivered within twelve (12) months from the date of first day of operation of a publicly available service.

15.3 The Operator will be required to submit detailed proposals and plans to be agreed with the Corporation, including:

- Mobilisation / implementation plan
- Service plan (service area, route and hours of operation)
- Customer terms and conditions of the service plan (including registration, booking, fares, concessions, payment)
- Monitoring and evaluation plan
- Marketing, branding and communications plan
- Exit plan to be agreed between the Operator and the Corporation during mobilisation before the commencement of the Service

16. SERVICE LEVEL AGREEMENTS (SLAS)/KEY PERFORMANCE INDICATORS (KPIS)

16.1 TfL will work with the Operator to set realistic and stretch performance indicators which could include:

- London's transport system will be safe and secure (such as reports of on-board incidents, number of injuries to customers/workforce);
- Journeys by public transport will be fast and reliable (such as journey time reliability);
- Journeys by public transport will be pleasant (such as customer satisfaction survey score, customer complaints);
- Financial performance (such as cost per passenger carried, revenue generated);
- Performance of technology (such as reliability of the app for booking and payments); and
- Knowledge sharing (such as access to assets, sharing of data, survey responses).