



Appendix 1 - Specification

Passenger Transport Services DPS

1. Introduction

- 1.1. A Dynamic Purchasing System (DPS) is a completely electronic process which is set up for the purchase of common services, in this case Passenger Transport Services.
- 1.2. A DPS is a two stage process: during the first stage interested providers must meet the Authorities selection criteria in order to be admitted onto the system.
- 1.3. Contracts are awarded during the second stage of the process. In stage two the Authority will invite providers successfully admitted on the DPS to bid for contracts. Contracts will be of varying lengths up to a maximum of 4 years (including extensions) except in exceptional circumstances when a longer period may be offered.
- 1.4. Admittance onto the DPS is NOT a guarantee that contracts will be offered and these will be awarded from time to time as determined by the business needs of the Authority.
- 1.5. Contract awards under the DPS will usually be made on the basis of lowest price although in certain circumstances price and quality may be used as detailed in any Call for Competition

2. Context

2.1. This Invitation to Tender defines what Providers must provide to qualify to be accepted onto the Dynamic Purchasing System (DPS) and also how they should provide the service. Once on the Dynamic Purchasing System, they may be invited to tender prices to win contracts for the provision of transport for a variety of passengers such as (but not limited to):

- Mainstream School Children (MS)
- Special Educational Needs School Children (and young adults) (SEN)
- Social Care and Health School Children (SCHC)
- Vulnerable Adults to Day Centres (SCHA)

2.1.1. As Other Contracting Bodies (OCBs) may also take up the use of this Dynamic Purchasing System, other passenger transport contracts may also be won, for example:

- NHS patients
- NHS staff
- College Pupils
- Outdoor Learning Centres
- Northamptonshire Children's trust
- Any other local Client that may be included

2.1.2. If another Contracting Body (a subsequent client) such as those examples listed above do use this arrangement, please note that they will inform you of their own requirements, e.g. invoicing details and timings etc.

2.1.3. This means that any reference to Northamptonshire Council (NCC) (The originating client), only apply directly when procurement of transport call-off contracts are procured on their behalf.

2.1.4. Furthermore, when Northamptonshire’s County Council and its Districts and Boroughs are dissolved and the two new Unitary Authorities are established, these will be able to make use of this new Dynamic Purchasing System arrangement, and will define and inform Providers of their own invoicing arrangements or any other parts shown that are currently NCC specific.

2.2. In the case of passengers with special needs and disabilities, they must be treated with sensitivity and where required the use of passenger safety equipment, e.g. booster seats, may be necessary.

2.3. Providers are required to make themselves aware of the ‘Northamptonshire Safeguarding Children Partnership website which can be found at www.northamptonshirescb.org.uk . Where undertaking journeys on behalf of an OCB, the Provider must ensure that they have made themselves aware of its respective Safeguarding policies and requirements. This is about ensuring that any suspicions that children you carry may be in any sort of danger that you report this immediately to the respective Transport Planners.

2.4. Providers are to make themselves and all employees aware of safeguarding requirements which is provided as an appendix at the end of this document.

2.5. It is a requirement that Providers have key staff who will attend Safer Recruitment training as carried out by the Client or its agents.

2.6. The Client will also provide mandatory free-of-charge training for drivers and Passenger Assistants on Safeguarding awareness, of which the Provider must bear the costs of facilitating this training for their staff, e.g. at their own offices or their chosen suitable location. This training must be carried out within 18 months from the start of joining the Dynamic Purchasing System and must be for all staff intended to work on this Dynamic Purchasing System. Staff that have already undertaken this training may be required to do so again as a refresher course. However, if the Client deems that re-training is required for certain individuals, this must be carried out in the time stipulated by the Client. If new

staff have not already undertaken such training whilst at previous employers, arrangements should be made for them to also attend this training.

2.7. The successful Provider will supply

- Where specified as a requirement a Passenger Assistant (PA) is to travel at all times on routes for special needs transport where specified as a requirement or on services where only primary school aged children are carried.
- A Passenger Assistant may be provided by the Client to travel on routes indicated. It will be necessary to provide suitable seating for PAs and to collect them from their home address and return them once passengers have been dropped off unless otherwise instructed.

2.8. The successful Provider will be required to operate under a Contract as per the route and specification set out by the Schedule. The main aim of the Provider is to ensure that all passengers on the service experience safe, clean, comfortable and reliable transport. Where the transport is required as a door to door service, the Provider must operate this as required.

2.9. All passengers in Wheelchairs to be secured properly in a forward facing position.

2.10. Vehicle specification will be mostly by the number of Passenger Seats required for the journeys. For example a minimum of 8 passenger seats may be specified for a requirement to transport 4 pupils, plus 1 Passenger Assistant, leaving 3 spare passenger seats. Sometimes, a more specific requirement may indicate the need for conveying Wheelchair bound passengers and others. Vehicle size specification specified does not include the driver's seat.

3. Winning a Contract

3.1. Once on the Dynamic Purchasing System, you may be invited to bid for contracts. Mini-Competitions will be completed through the SProc.Net solution, whereby all relevant providers can submit an Offer (bid) on a Requirement (Contract/Route).

3.2. Following each Requirement, the best priced provider offer that is financially viable will be successful in the winning of the contract

3.3. For mini competitions two prices are required for a contract. One is the Price per Day (i.e. including the return journey if there is one) AND a Price per Passenger Mile. The Price per Passenger Mile (ppm) is for future variations such as adding another pupil and the price of such a variation is calculated as the number of extra miles multiplied by the Price per Passenger Mile. If a contract has more than one passenger, if a passenger is removed from the contract, this will similarly use the Price per Passenger Mile to reduce the daily price.

Therefore the Price per Passenger Mile must include the overheads of any additional requirement such as a Passenger Assistant and associated running time. This figure is not negotiable for the duration of the call-off contract unless a change of vehicle capacity has been agreed at which time the new Price per Passenger Mile may be negotiated as well. We do reserve the right to discuss with an operator any mileage rate that has been found to be in excess of what is expected.

3.4. Where additional mileage is added to a contract in the form of a variation, the Client reserves the right to terminate the Contract if the proposed increase exceeds 50% of the original contract price.

3.5. The Client reserves the right not to award a contract to the winning bidder for any reason.

3.6. Mass re-procurement exercises normally take place when large numbers of contracts are required, so this has often been during the summer months in

readiness for the start of the next school term. However, additional mini-competitions may be used at other times of the year in line with demand. Winners of each mini-competition are bound by the process to take on the contract, however, Northamptonshire County Council reserve the right not to award if the result is not financially viable,

- 3.7.** During the academic year, unforeseen transport requirements may be identified. The requirement for these could be quite urgent therefore; the Client will give at least 24 hours' notice for Providers to submit their prices for the Schedule.
- 3.8.** Those invited to submit their prices will be advised of the mini competition and given instructions on how to participate. Late submissions of prices will not be accepted.
- 3.9.** Following the Requirement process, the successful provider will be awarded an e-contract via the SProc.Net solution and all unsuccessful providers will be automatically notified. This is sent on the understanding that if we don't hear to the contrary within 5 days, it will be deemed that the contract has been accepted on both sides. The contract must be accepted via SProc.Net, whereby the contract links directly to the original Requirement and provider Offer.
- 3.10.** No variant Tender will be considered unless a tender conforming to the Tender invitation is also submitted. An alternative tender must be free of qualifications and be fully priced to show clearly how and where costs would differ from the conforming tender. A variant tender will be assessed in accordance with the published evaluation criteria.
- 3.11.** If the winning bid is deemed unaffordable, we may re-tender the call-off contract more than once and/or the winning Provider may be asked to agree to a further reduction.

When negotiating with Providers, we do not need to know if a driver is making demands, we can only negotiate contract amendments with the Provider.

3.12. If the Provider discovers an omission in their bid after the call-off contract has been awarded and accepted, the price will not be changed and they will need to follow the normal notice period of 3 months to terminate the contract.

3.13. If a Provider fails to provide fully for the requirements of the Specification in the Tender it must either:

Absorb the costs of meeting the full requirements of the Specification within the tendered call-off price

or

Withdraw its Tender.

3.14. Northamptonshire County Council will also look to implement a call off option based upon a performance matrix. (Please see appendix 4 for an example of this)

3.15. Any new operators that join the DPS after the initial round of operators will be allotted points based at a mid-point to enable them to build a quality score and not be disadvantaged in anyway

3.16. At any time other methods of online or offline competitions may be introduced and will be explained to all Providers on the DPS as these are introduced

4. Service Requirements

- 4.1. The Services must operate as described in the 'Invitation to Tender' and in conjunction with this Specification and the Conditions of Contract relating to Passenger Transport Services.
- 4.2. When applying to join the Dynamic Purchasing System, the Provider must pay due regard to Section 115 of the Transport Act 1985 (Application of Restrictive Practices Act 1976 to agreements between Road Passenger Transport Contractors) and any .
- 4.3. All Dynamic Purchasing System Providers must have the necessary Operating License(s) required by law to operate our requirements. All operations for the Client's requirements must be fully legal, for the duration of the DPS and any contracts that run on after the DPS.

5. Service Amendments

- 5.1. A Provider may subcontract in an emergency (e.g. for any reason which could not be reasonably foreseen) but ONLY with the client's authorisation. The emergency Provider must be a member of the Dynamic Purchasing System and will fulfil the journey according to its requirements.
- 5.2. In exceptionally urgent cases, e.g. where emergency help is needed in the morning or out-of-hours such as the discovery that a vehicle is unserviceable or a driver is unwell, the Provider must notify us of such an emergency sub-contract as soon as possible by telephone and subsequent email confirmation.
- 5.3. In all such cases of authorised emergency sub-contracting, the Provider must only use another known member whose staff conform to our strict DBS requirements.

5.4. Failure to notify the Client of any subcontracting may lead to termination of the Contract.

5.5. In all cases of emergency authorised subcontracting, the contracted Provider must still invoice as usual and the pay the emergency Provider.

6. Fitness for Purpose

6.1. It is a specific condition of payment under the Dynamic Purchasing System Agreement that the Provider shall ensure that vehicles and drivers comply with the Law and that all appropriate certificates and licences are in full force for the duration of the Dynamic Purchasing System Agreement.

6.2. Any vehicle used for Dynamic Purchasing System Agreement contracts must comply with all relevant legislation and:

1. Be in a fit and serviceable condition to ensure the Services can be performed effectively.
2. Have effective air conditioning (if fitted), heating, lighting and ventilation.
3. Have exterior paintwork and interior seats and fittings in sufficiently good condition as to promote user confidence in the Services.
4. Be clean internally and externally at the start of each day and be maintained to a reasonable level of cleanliness during the hours of operation.
5. Be fitted with working reversing alarms (applies to coaches/buses).
6. Be fitted with a powered passenger door which cannot be opened by passengers (except in an emergency) which must be closed whilst the vehicle is in motion and only opened once the vehicle is stationary. (Applies to coaches and buses).
7. Be fitted with passenger doors with childproof locks which cannot be opened by passengers (except in an emergency) and which must be closed whilst the vehicle is in motion and only opened once the vehicle is stationary. The Client recognises that in the vast majority of vehicles, the front nearside passenger seat will not have a child lock and therefore in these instances a relevant risk

assessment will need to be carried out before this seat can be used by a passenger.

8. Be equipped with a suitable first aid kit, vehicle fire extinguisher and means of communication.
 9. Not be refuelled during contracted journey unless this is an emergency beyond the Provider's control.
 10. Not be left unattended with engine running or with passengers on board.
 11. In wheelchair accessible vehicles, wheelchairs must be transported according to the wheelchair manufacturer's transport instructions which mostly specify forward facing, but never sideways.
 12. Be fitted, where specified in the relevant Schedule with appropriate safety harnesses secured to the vehicle. Any harnesses required on our transport, whether supplied by the Provider (when specified at the start of a contract), or lent by the Client to the Provider (at any time required after the start of the contract), must be in a presentable condition for each journey. This means they may need basic cleaning with a disinfectant on particular occasions of soiling, but must also be thoroughly washed at each school end-of-term break (this is best done by enclosing the harness in a wash-bag before putting it in a washing-machine).
 13. Fitted with additional steps and grab handles to all passenger door entrances to give the lowest possible step height to assist boarding and alighting (vehicles over 8 passenger seats).
 14. Where fitted, CCTV must be registered with the Information Commissioner's Office (ICO).
- 6.3.** Details of any vehicle breakdown and the arrangements for completing the journey should be notified immediately by phone to the Client, who will be able to give verbal agreement to the arrangements and inform the parties affected. This must also be followed up with an e-mail to confirm what has occurred.
- 6.4.** If the breakdown occurs outside of office hours or the Provider is unable to contact the office, an e-mail should be sent as soon as possible to advise what has occurred and what has been put in place to cover this.

7. Service Delivery

- 7.1. Services must be run on time at the start of each journey and in accordance with the timings specified. Late running is only acceptable as a result of events outside the Provider's control and instances must be communicated to the Client as soon as the Provider is aware of a change in timings.
- 7.2. In the event of a vehicle breakdown or accident the driver must, providing it is safe to do so, instruct passengers to remain in the vehicle whilst contact is made with the Provider to arrange a replacement vehicle. If it is unsafe for passengers to remain on the vehicle, the driver must ensure that passengers are kept together in one group in a safe place off the road. If the driver is unable to contact the Provider, he must notify the Client. In all instances the Provider must ensure that the Client has been made aware of the incident. In the event of an accident, the Provider must provide an accident report to the Client within 24hrs of being aware of the incident.
- 7.3. In the event of any delay i.e. due to vehicle breakdown or accident, passengers **must not** be instructed or encouraged to make their own way on foot to their destination.
- 7.4. At no time should a passenger be restrained from leaving the area if they decide to do so. However, the Client must be advised of this as soon as possible and where possible, the driver should take note of those passengers that have left the scene.
- 7.5. In the event of a vehicle breakdown, staff shortage or other circumstances preventing the use of their own vehicle, staff or other resources, the Provider shall make alternative arrangements at their own cost to ensure the continuation of the Service to be performed under the Schedule. In these circumstances, alternative vehicles, staff and resources used must conform to the requirements of the Dynamic Purchasing System Agreement and the relevant Schedule. Any delays or difficulties must be relayed to the respective contact at the Client.

- 7.6.** Providers are to supply the necessary equipment e.g. booster seats, car seats, harnesses, wheelchair restraints etc for use as required under the Dynamic Purchasing System Agreement; the cost of which is to be borne by the Provider. These must be serviced annually and the relevant records made available for auditing at anytime.
- 7.7.** In the event of school/centre closures due to unforeseen circumstances or teaching training days, any journeys not undertaken will not be paid for. For confirmation of when journeys are to restart, it is the responsibility of the Provider to either liaise with the school, use local media or visit the school's/centre's own website for confirmation of term-dates.
- 7.8.** For Special Educational Needs (SEN) contracts, the same driver and vehicle should be used regularly to pick up and set-down the same passengers as this helps both the passengers and parents/carers. Many children with special educational needs find coping with change difficult. If the Provider has a requirement to change either the driver or the vehicle at any time, the Provider must contact the Client as soon as they are aware of this to ensure that passengers can be prepared for any change.
- 7.9.** Providers must advise the Client as soon as possible of any non-pick-ups. This will enable the Client to investigate with the individual concerned to ensure that there are no underlying problems.
- 7.10.** Providers must ensure that all employees undertaking journeys within this agreement are fully aware of any special requirements of the service user which will be specified within the journey information.
- 7.11.** Providers must ensure that any new staff and/or employees to be used on any Call-off contract have been through a safer recruitment process as required by the relevant legislation.
- 7.12.** Providers must ensure that all staff undertake relevant training as stipulated by the Client at any time during the course of a call-off contract and/or the duration

of the Dynamic Purchasing System (whichever has latest end-date). Any costs associated will be met by the Provider and will not be the responsibility of the Client.

7.13. Where stipulated, it is the responsibility of the Provider to ensure that their employees have undertaken the training prior to the commencement of the call-off contract or where applicable, has received agreement from the Client for this to be carried out within a set period.

7.14. Where an incident (regardless of severity) occurs on a call-off contract, as well as reporting this to the Client, the Provider should also discuss Health and Safety criteria with the Client in order to help prevent a recurrence.

8. Drivers

8.1. It is the responsibility of the Provider to ensure that:

- 8.1.1. All drivers are familiar with the timetables and routes before commencing the journey. Such details must be kept confidential and fully satisfy GDPR requirements
- 8.1.2. All drivers hold a valid vocational licence and have undertaken relevant training and qualifications for the type of vehicle being driven.
- 8.1.3. Wheelchair-bound customers should never be carried sideways and the wheelchairs should always be locked in with floor restraints as indicated in the appropriate manufacturer's instructions. The passenger should also be restrained within the wheelchair either by the vehicle seat-belts, sometimes including a harness if specified again according to the manufacturer's instructions.
- 8.1.4. The vehicle does not move away from the pick-up point before the time agreed.
- 8.1.5. Where seat belts are fitted, the driver and all the passengers must wear seat belts at all times. Though the Client recognises that some Providers may be legally exempt from doing this, the Client insists that these are worn as a condition of the Dynamic Purchasing System and/or the Schedule.
- 8.1.6. All drivers and staff have undergone successfully a valid enhanced disclosure and barred list check undertaken through the DBS (Child and Adult Workforce Category) by the Provider in accordance with the Conditions of the Dynamic Purchasing System Agreement to ensure only suitable drivers are retained and deployed to deliver services under this Dynamic Purchasing System Agreement. **The Enhanced DBS must include the request for details for BOTH Children AND Adults Barred Lists Information.** Such DBS documentation for each driver on a Schedule must not be older than 3 years. **For each member of staff used on our contracts, we must have validated (seen and accepted) their current DBS before they start work on our contracts. The Client operates a zero policy on DBS checks and**

therefore any member of staff found working on any call off , without a validated DBS by the Client, will be terminated

- 8.1.7. Where the Provider has recently employed an individual who has a valid enhanced disclosure and barred list check undertaken through the DBS (Child and Adult Workforce) by another organisation and is less than 3 years old, the Provider must seek permission from the Client to be able to deploy that individual on an Call-off contract whilst they undertake their own check unless the employee has registered for the Update service and is able to provide the original DBS certificate and permission to view the details
- 8.1.8. Drivers have a good understanding of English and must communicate with passengers in English.
- 8.1.9. When communicating with passengers, drivers must ensure that the content is appropriate, especially with no use of inappropriate language or sexual content.
- 8.1.10. Drivers are clean and smartly dressed and display a current identity badge.
- 8.1.11. Drivers and all passengers do not smoke, eat or drink whilst on contracted journeys. (For staff employed by the Provider, they must not smoke – including e-cigarettes in front of passengers at all times including in the vehicle, on school premises or outside of the school premises).
- 8.1.12. Drivers are courteous to passengers, are aware of the needs of the passengers and ensure all are treated fairly regardless of their age, disability, gender, religion, race, sexual orientation, ethnic origin or nationality.
- 8.1.13. All drivers are contactable by mobile phone or radio during the hours of operation, having regard for the Law governing the safe use of such equipment whilst driving.
- 8.1.14. All drivers must report any significant incidents concerning passengers carried on contracted journeys to the Provider, as soon as they arise, and subsequently complete any written report of such incident required by the Client. This includes any

pick-ups that have not taken place. Further examples of these include (but are not limited to) passengers behaviour, passenger welfare concerns, accidents and near misses.

8.1.15. It is the Provider's responsibility to ensure that Drivers and PAs (if required on the run) must not be related to any of the passengers.

8.1.16. All drivers must ensure that when the vehicle is parked or waiting, that it does so legally and does not cause obstruction to the public and other vehicles.

8.1.17. Whilst waiting on school premises, the driver must ensure that the engine of the vehicle is switched off until it is ready for departure.

8.1.18. All drivers must be aware of all Child Protection issues and report any concerns to the Client immediately.

8.1.19. For instances where there is no Passenger Assistant, no passengers must be allowed to sit in the front of the vehicle unless capacity of the vehicle is to its maximum and that this has been agreed by the Client's planning team to ensure that there are no potential risks.

8.1.20. Drivers must not maintain any contact with any passengers outside of the Contract or seek any personal contact details.

8.1.21. Drivers must ensure that all passengers being carried are authorised by the Client only. **No other people may be carried.**

8.1.22. Drivers must ensure that any non-pick-ups are reported as soon as possible.

8.1.23. If a driver deems a passenger to be unfit to travel, e.g. if the emotional, behavioural or physical condition makes it unsafe for them to travel, they have a right, sometimes a duty, to refuse travel. However, they must telephone our Planners as soon as such a situation arises to inform them and gain advice on the next steps.

- 8.1.24. Where stipulated on the Schedule, the driver must ensure that the passenger is handed over to the assigned contact at pick up/destination point.
- 8.1.25. Where available and included in the individual requirements, the driver will text the relevant contact number on arrival at the pick-up/drop off points.
- 8.1.26. When available, drivers will attend training courses provided by the Client and at no extra cost to the Client.
- 8.1.27. Drivers must ensure that any personal effects, including medication, are locked away and cannot be accessed by their passengers.

9. Passenger Assistants (PAs)

9.1. Where Passenger Assistants are employed by the Provider, it is the responsibility of the Provider to ensure that:

- 9.1.1. They have undergone a successful valid enhanced disclosure and barred lists check undertaken through the DBS (Child and Adult Workforce Category) by the Provider in accordance with the Conditions of the Dynamic Purchasing System Agreement to ensure only suitable drivers are retained and deployed to deliver services under this Dynamic Purchasing System Agreement. **The Enhanced DBS must include the request for details for BOTH Children AND Adults Barred Lists Information.** Such DBS documentation for each driver on a Schedule must not be older than 3 years. **For each member of staff used on our contracts, we must have validated (seen and accepted) their current DBS before they start work on our contracts. The Client operates a zero policy on DBS checks and therefore any member of staff found working on any call off , without a validated DBS by the Client, will be terminated**
- 9.1.2. The PA must attend a training course Passenger Assistant Training Scheme (PATS) and qualify to achieve a PATS certificate. This training must be organised through the Client or its agent. All sections of the PATS course must be completed.

- 9.1.3. The Client reserves the right to change the requirement of PATS qualification at any time with suitable replacements. Any individual that has already undertaken the PATS training will be required to undertake the new training once their PATS qualification has expired (This is usually after 4 years from the date of issue). The Client will issue guidance on this prior to any changes being made. The Client will not be responsible for any additional costs incurred by these changes.
- 9.1.4. The PAs have a good understanding of English and must communicate with passengers in English.
- 9.1.5. The PAs are familiar with the service details, times, routes, pick up/drop off points.
- 9.1.6. The PAs are clean and smartly dressed.
- 9.1.7. The PAs and all passengers do not smoke, eat or drink whilst on contracted journeys. (For staff employed by the Provider, they must not smoke – including e-cigarettes in front of passengers at all times including in the vehicle, on school premises or outside of the school premises).
- 9.1.8. The PAs should not be listening to music on headphones, or using mobile phones (except for emergencies) as they need to be continually alert to the needs of their passengers.
- 9.1.9. The PAs are courteous to all passengers at all times, aware of any special needs; passengers are treated fairly as required by the Equal Opportunities Law.
- 9.1.10. The PAs ensure passengers are received by a responsible adult/carer on their arrival destination.
- 9.1.11. All PAs are familiar with the passenger details and needs necessary to ensure that these are met, before commencing the journey. Such details must be kept confidential and fully satisfy GDPR requirements
- 9.1.12. The PAs display a current identity badge issued by the Provider.

- 9.1.13. The PAs are contactable by mobile telephone.
- 9.1.14. The PAs must report any significant issues as soon as they arise, to the named contact in the Client's transport supply team and complete any written report of such incident required by the Client.
- 9.1.15. PAs should send in a report to the Client as soon as possible, detailing any incidents or unusual behaviour of the passengers.
- 9.1.16. All PAs must keep a Passenger Assistant Record book of all journeys and return these to the Client on a regular basis.
- 9.1.17. PAs must not sit in the front of the vehicle and where capacity is full, must ensure that an appropriate passenger is sat in the front of the vehicle. It is the responsibility of the PA to ensure that they are in a suitable seat within the vehicle to ensure they are able to tend to all passengers on the vehicle.
- 9.1.18. Where a PA is provided by the Provider, the Provider will be responsible for employing that PA and paying them directly. Therefore the cost of providing the PA should be reflected in the Daily Price of the transport. The cost of providing the PA should also be included in the Price per Passenger Mile which is used for variations to the mileage, for example if extra passengers are added.
- 9.1.19. If at any time the Provider deploys a PA from an agency or any other source, for example, on a temporary or long term basis, the Provider will still be responsible for paying for the PA and will therefore have to pay the Agency or other source directly and it is critical, that the PA is qualified both in the DBS and PATS training to our Compliance Team's satisfaction.
- 9.1.20. If a Provider wishes to employ a current Agency PA on a direct and more permanent basis, they must pay any relevant Agency fees.

10. Reporting

- 10.1. Providers must notify the Client of all instances where passengers are not picked up as determined in the Schedule e.g. no passenger at pick up point etc.
- 10.2. At other times when requested to do so by the Client, Providers must supply more detailed information, including boarding and alighting points of passengers.
- 10.3. The Client reserves the right to request reports concerning all complaints received by the Provider on any contracted Schedule or part of the Dynamic Purchasing System Agreement.

11. Contract Audit and Compliance

- 11.1. The Client has a responsibility to ensure the quality and continuous improvement of service and the effective use of public funds.
- 11.2. The Client's Inspectors may board the Providers' vehicles from time to time to carry out inspections and passenger surveys. This information will be recorded and used in evaluating the Dynamic Purchasing System Agreement and or the Call-off contract.
- 11.3. The Provider shall maintain regular communication with the Client's Planning Teams within the passenger transport section and **MUST** be contactable at all times during the working week at reasonable times of day.
- 11.4. The Provider shall allow Authorised Officers of the Client reasonable access to the Provider's premises, from where the Service is provided, and access to all documents relating to the performance of the Service under the Dynamic Purchasing System Agreement, the Specification (Appendix A to the

Invitation to Tender) and the Schedules (Call-off specifications of the transport contracts).

- 11.5.** The Provider shall provide relevant information concerning passengers on request from the Client. Examples of such information would be passengers' daily numbers, passengers without relevant passes, passenger behaviour and other information that the Client sees appropriate to highlight key areas of service delivery.
- 11.6.** The Provider must allow the Client's Inspectors to check all employees' DBS documentation that work on the transport. Any employee found to have an offence that could be seen as a risk to our passenger will not be permitted to work on any Call-off contract carried out on this Dynamic Purchasing System Agreement either for the Client or any Other Contracting Bodies (OCBs).
- 11.7.** It is the intention of the Client to hold forums for all Providers within the County of Northamptonshire which will also include relevant training and guest speakers to assist with the business.
- 11.8.** All Complaints received by the Client, will be recorded and discussed with the Provider for response and appropriate resolution.
- 11.9.** Where a contractual default has been identified, a letter will be produced to the Provider which will carry with it administrative costs. This charge will cover the time spent by the Client's staff to process the default and the accompanying work associated with this. Where several defaults are found in one instance, only one administrative charge will be applied.
- 11.10.** Where a Provider has to withdraw from an existing contract early, for example because of an unexpected loss of a driver or a vehicle and does not have a viable backup plan, an admin charge will become payable for the cost of

re-tendering the contract at the Client's discretion. The Provider will also be liable for extra costs incurred should the replacement contract be more expensive, for the duration of the rest of the 3 month notice period. Similarly, if a Provider refuses to execute a contract won in an e-auction they will also incur similar types of charges to cover admin and additional costs.

11.11. Where an administrative charge has been made this must be paid by credit note only.

11.12. For Providers who have several regular performance issues at an unacceptable rate, we reserve the right to give helpful general advice and set an action-plan to improve over a period of time which will often involve a suspension from bidding for that duration so that their workload is not further exacerbated by more contracts. Failure to reach a satisfactory performance is likely to lead to a continuation of the suspension period and if no serious improvement is made within a suitable timeframe according to our judgement, removal from the Dynamic Purchasing System will remain as an option at the discretion of the Client.

11.13. The Client reserves the right to arrange for random drugs and drink test to be carried out on site without giving the Provider any prior notice. Where tests results prove positive, the Client reserves the right to share this information with relevant Public organisations and also to advise the Provider that the individual is not to undertake any duties associated with this Dynamic Purchasing System Agreement or any other contracted work for the Client.

12. Insurance

- 12.1.** The Provider shall throughout the duration of the Dynamic Purchasing System Agreement and during the term of an Call-off contract:
- Maintain at the Provider's cost a Motor Insurance policy for all relevant vehicles.
 - Maintain at the Provider's cost a Public Liability Insurance policy providing cover of not less than £10m for each and every claim
 - Employer's Liability Insurance of not less than £10m.
 - Maintain at the Provider's cost any other Insurance policy necessary to comply with current legislation.
 - Make such additional insurance arrangements as the Authorised Officer may require ensuring that the Provider can meet its obligations under this Dynamic Purchasing System Agreement.

13. Termination of the Contract

- 13.1.** For up to 8 passenger seat vehicles, the Client may at any time for any reason terminate the Contract with immediate effect.
- 13.2.** For 9 or more passenger seat vehicles, the Client may at any time for any reason terminate the contract giving at least one month's notice.
- 13.3.** The Client reserves the right to remove any Provider from the Dynamic Purchasing System Agreement where there have been serious or continual defaults against any Call-off contract and/or Specification requirements.
- 13.4.** If a Provider wishes to terminate a contract, they must do so in writing, giving at least 3 months' notice or otherwise agreed between both parties. Failure to give the required notice may result in the Provider being charged the difference in the additional costs incurred by the Client during the notice period.
- 13.5.** Where a Call-off contract has substantially changed in cost, or where the price is regarded as too high, the Client reserves the right to give notice on the

Contract and seek to re-procure this to achieve the most economical option available.

- 13.6.** After a contract won in either an e-Auction or mini competition has been deemed to have been accepted by a Provider and prior to the first journey of the Call-off contract, and the Provider attempts to hand back the Contract, they will be required to carry out the Contract for the 3 months' notice period. If the Provider still refuses to operate the contract, the Client reserves the right to charge administrative costs for the re-procurement of the Contract and to recover the extra cost per day for the rest of the 3 month period should the new Provider's charge be greater.

14. Adverse/Extreme Weather

- 14.1.** Bad weather causing Contracts to be inoperable may constitute a Force Majeure event under the Dynamic Purchasing System Agreement, the Client would have no liability to pay for services that were unable to be performed. However, the Client may be called upon to cancel transport with Providers due to extreme conditions. Where the Client has cancelled transport the day before, no payment will be made on the Contract. However, if the Client cancels transport on the day due to extreme weather conditions, 20% of the daily rate will be paid, where the Provider has requested this in writing to the Client within 14 days of the transport being cancelled.

- 14.2.** In instances where the Provider has cancelled the service due to their own judgement of the condition of the roads, the Client will not pay any of the daily contracted prices for each journey that was due to take place for the duration of the Provider cancelling.

- 14.3.** In instances where the Provider has commenced the journey and the Provider finds out that a school has since closed due to bad weather, the Provider must ensure that they first contact the Client for confirmation of the next steps to ensure that passengers will not be dropped off alone at their boarding points. In

these instances, the Client will consider applications for payment on a case by case basis and will pay up to a maximum of 50% of the contracted daily price. All applications for payment should be made within 14 days of the journey being cancelled due to closure of the school.

15. Audit

- 15.1.** The Client reserves the right to carry out audits on the Provider's business, operation address, vehicles and/or staff with no prior warning. Audits will take place to ensure that all relevant documentation and conduct of the business are as per the requirements of this Dynamic Purchasing System Agreement. The Client will undertake such audits prior to any call off Contract being in place; the awarding of the Contract may be delayed until such an audit is carried out.
- 15.2.** Where required, the Provider will provide all relevant documentation that supports the operation of the Dynamic Purchasing System Agreement and/or Call-off contract.
- 15.3.** The Client reserves the right to carry out further audits on an annual basis and the Provider must make themselves available for this within a reasonable timescale on request, otherwise they may be suspended from bidding until a satisfactory audit is complete and subsequently. For instance where documentation is at an unacceptable level, The Provider may have their contracts terminated and consequently be removed from the Dynamic Purchasing System.
- 15.4.** Where a default on this Dynamic Purchasing System Agreement has been identified a letter will be produced to the Provider which will carry with it administrative costs. This charge will cover the time spent by the Inspector's to process the default and the accompanying work associated with this. Where several defaults are found in one instance, only one administrative charge will be charged.

16. Price Increases

- 16.1.** All requests for contractual price increases for a new financial year starting in April should be received by the Client in writing or by e-mail during the month of February (before that April). No requests can be received prior to start of February. Any requests received outside of February will not be accepted.
- 16.2.** The price increase percentage will be set by the Client in March of each year. When setting percentage increases, the Client will take into consideration several indexes including Retail Price Index, Fuel Price Index, Cost of Living Index and the Confederation of Passenger Transport Index. In addition to this, the Client will need to take account of affordability and budgetary limits when setting the percentage increase.
- 16.3.** It is important to stress that the percentage set by the Client will be used for all Contracts that have requested an increase and there will be no negotiations on an individual basis.
- 16.4.** Once the increase has been set by the Client, there will be no process of appeal and those Providers that are not in agreement with the level of percentage set, can exercise their rights under the terms and conditions and terminate the relevant Contracts giving the required notice in writing.
- 16.5.** Price increases will only apply to Contracts following the first anniversary of the Contract.
- 16.6.** All Providers that have requested a price increase will be advised of the percentage by letter or e-mail by either the end of the current financial year or by the end of April.
- 16.7.** All agreed price increases to commence on the 1st April but not before the first anniversary of the start of the contract, i.e. at the first anniversary if the contract is less than a year old. No back payments of increases will be paid.

16.8. Where the Provider has their Contract duration extended by the agreed amount beyond February, they have to submit a request for any price increase within 5 days of confirming that they agree to the extension. They will only be allowed the percentage that was agreed for that financial year. The increase will not be backdated to April and will come into effect for the Contract extension period only.

16.9. Where the first anniversary of a Contract falls at a later date in the financial year, the Provider should still submit the request for the price increase in February, however the price increase will only become payable the month following the first anniversary of the Contract. Points to remember are:

- The Client must receive the Provider's price increase request in writing.
- No price increase can be given during the first year of the Contract.
- Only one price increase can be given within a calendar year.

17. Passenger sickness/absence

17.1. Where service user names are designated to pick up points on the Schedule (This does not include boarding lists), the Provider must inform the Client of any individual that has not been picked up at their destination points. Where non-pick-ups have occurred and constitute the entire scheduled journey, the Client will not pay for the return journey (Only 50% of the contracted price will be paid).

17.2. If the Provider is informed that a passenger is not travelling on a journey where they are the only passenger, the journey should not be invoiced as payments is only applicable where the journey has taken place.

17.3. Where the Provider fails to inform the Client of any non-pick up and has been found to have claimed payment for such a journey, this will be seen as a possible fraudulent claim. In such instances, the Client reserves the right to

reclaim any monies owed in over payments and also to remove the Provider from the Dynamic Purchasing System. The Client reserves the right to charge interest at a reasonable rate. An administrative fee will also be applied to cover the Client's reasonable costs.

- 17.4.** Providers must liaise directly with the schools/centres at the start of each term to identify set training days to ensure wasted journeys are not programmed. Payment will not be made for training days.

18. Acts of Vandalism/unruly behaviour/sickness/incontinence

- 18.1.** The Client will not be held accountable for costs associated to damage caused by its passengers including the results of incontinence or vomiting. It is the responsibility of the Provider to either claim this via their insurance or seek damages from the relevant parent/carer.
- 18.2.** The Provider will work with the relevant school to identify the individual(s) concerned.
- 18.3.** The Provider will be responsible for any legal matters that are associated with such incidents

19. Payment Details

19.1. The parties acknowledge that at the Council's sole discretion, adam HTT Ltd act as the Council's payment agent for making payments to the Service Provider in respect of Charges that become payable.

19.2. Subject to the correction of any errors, Self-Billing Invoices shall be payable in accordance with the terms of the Self Billing Agreement, by adam HTT Ltd.

19.3. Full details of the payment process can be found in the Supplier Agreement and Call Off Terms and Conditions.

19.4. The Council reserves the right to withhold payment, or part payment for journeys which fail to operate according to the Service Specification and Supplier Agreement unless the reason for such failure is clearly and demonstrably outside the control of the Service Provider and could not reasonably have been foreseen and it is promptly drawn to the attention of the Council. The following are examples of what shall be considered to constitute non-operation of a journey are below. Please note this list is not exhaustive and further details of intermissions that may also be applicable can be found in the Operational guide document on Sproc.net

- failure of any part of the journey to operate if such a failure is within the control of the Service Provider or its Staff;
- operation of more than 10 minutes later than the agreed time at any point shown;
- operation more than 5 minutes earlier than the agreed time at any point;
- failure to follow the specified route (where specified);
- failure to pick up all intending passengers without good reason;
- unprofessional conduct which may bring the Council into disrepute.

19.5. Where non-operation of a journey results in additional costs to the Council, in arranging alternative transport for pupils or other users, all reasonable costs so incurred shall be deducted from subsequent payments.

19.6. Any queries regarding payment dates must be raised via the *adam* Operation Centre (Tel: 0871 474 0332) or via support@useadam.co.uk. The

Contracts team or any other staff within Northamptonshire Highways will not be able to deal with any queries/issues or problems regarding the payment dates of invoices.

19.7. Where a Provider has incorrectly claimed journeys that have not been undertaken, the Client will look to reclaim all monies associated with this. In addition the client will also add any administrative costs associated with this incident and will apply an interest rate to any monies reclaimed set at an amount of 3% of the total.

19.8. For all journeys that are undertaken for OCB's under this Dynamic Purchasing System, the invoicing and payment process will be explained in further communication to Providers as soon as the OCB start to use the Dynamic Purchasing System.

20. Sales or Mergers of Providers' Businesses

20.1. If a Provider intends to sell their business and has existing call-off contracts that the buyer wishes to acquire, please inform us immediately as we will be able to advise what would be acceptable to us.

20.2. If a Provider wishes to rename the company, this can be done through the Company Registration site, but all vehicles will have to be provided with new Livery etc.

21. Service Categories

21.1. Initially we will define some areas of pre-defined requirements known as Service Categories.

21.1.1. The first example is that we will classify Providers in to initial Service Categories that are defined by Vehicle Size and Capability as follows:

Service Categories
1-8 Passengers – Not Wheelchair Accessible
1-8 Passengers – Wheelchair Accessible
9+ Passengers – Not Wheelchair Accessible
9+ Passengers – Wheelchair Accessible

22. Summary List of Key Requirements

The recent GDPR and Data Protection Requirements

Licensing

Quality demands of the Licensing authority (age of vehicle, cleanliness, maintenance etc)

Performance

Legal requirements

Insurance

Strict DBS requirements for staff used on transport

Safeguarding

Alertness

Driving safely and within legal limits

Passenger safety

Passenger comfort

Timeliness

Professionalism

Professional Driver, PA and Passenger relationships only

Reliability

Helpfulness

APPENDIX A - SAFEGUARDING

Northamptonshire Highways is committed to safeguarding and promoting the welfare of all of its clients. This is also the responsibility of all operators, drivers and passenger assistants. The Provider must make everyone working with our clients aware of the following:

- Remain calm in any situation.
- Listen and note any observations (not in front of client) which could indicate abuse and report it.
- Never promise to keep a secret.
- Always take what the client says seriously.
- If the client tells you something say that you will have to report it, contact the council transport team for further if needing to report
- Never ask leading questions or give clients responses to choose from. This could hinder any subsequent investigation.
- Inform your Operator / Manager who will notify the Designated Safeguarding Leads.
- Seek advice via your Operator / Manager, even if you are unsure. Other people may have the full picture.
- Be aware of how your actions may look when seen by someone else. If you are in any doubt about how your action may appear to an objective observer, then don't do it.
- Seek advice if you feel that something that you have done or said could be misconstrued as inappropriate – don't hide it.

CLIENT PROTECTION

From time to time clients need protection from those that are supposed to care for them. If a client tells you that somebody has done something to them that you know to be inappropriate, or you see any marks on them that cannot be easily explained, then you are legally obliged to report it. It is always better to be safe than sorry.

Examples of abuse are:

- Physical e.g. slapping, shaking, pushing, kicking
- Sexual e.g. any sexual activity that the person does not want, understand or agree to
- Emotional / Psychological e.g. threats, humiliation, intimidation, verbal abuse
- Neglect e.g. ignoring care needs, withholding food & drink or aids to daily living
- Financial e.g. stealing money or denying access to their money or possessions
- Discriminatory e.g. abusive remarks or actions re age, race, sex, disability or religion
- Domestic e.g. abuse and violence towards one person by another within the home or family; forcing a child to do household chores
- Professional e.g. misuse of power and abuse of trust by professionals, poor care practice, neglect in services
- Institutional e.g. collective failure of an organisation to provide an appropriate service to vulnerable people

CODE OF PRACTICE

- Do not engage in conversations of a personal nature
- Do not use inappropriate language or comments
- Do not make unnecessary physical contact
- Do not make threats if bad behaviour is encountered
- Do not exchange personal telephone numbers, e-mail addresses etc. with clients or phone or text clients or meet outside of contract
- Do not take pictures or videos of clients or show videos, texts or pictures from any devices
- Do not enter into any contact via social media e.g. Facebook
- Do not offer money, sweets or gifts
- Do not smoke on contracts
- Do not make any unscheduled stops.
- Dress appropriately
- Keep to agreed timetable and route
- Only call the client by their given name and not by familiar words
- Record and report all incidents without delay
- Report any concerns about a client's behaviour
- Record & report any concerns if any of your clients shows signs of abuse.