

# **Schedule 2B: Operational Specifications**

**For**

**Dynamic Purchasing System (DPS)**

**Agreement (BB4)**

**For the provision of**

**Large Vehicle Passenger Transport Services**

**(9+ passenger seats)**

**For Mainstream, SEN and Social Care Transport  
(excluding Local Bus Services)**

**20<sup>th</sup> July 2020 – 19<sup>th</sup> July 2022**

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**Date: 1<sup>st</sup> June 2020**

# SCHEDULE 2B: OPERATIONAL SPECIFICATIONS

## FOR DYNAMIC PURCHASING SYSTEM (DPS) AGREEMENT (BB4) FOR THE PROVISION OF LARGE VEHICLE PASSENGER TRANSPORT SERVICES (9+ PASSENGER SEATS)

### FOR MAINSTREAM, SEN AND SOCIAL CARE TRANSPORT (EXCLUDING LOCAL BUS SERVICES)

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## **DEFINITIONS USED IN THIS DOCUMENT**

Throughout this entire document except where the context clearly implies otherwise, the following definitions shall apply:

**‘Agreement’** means the **Dynamic Purchasing System (DPS)** Large Vehicle Agreement (BB4) for Passenger Transport Services entered into between the Council and the Supplier under the cover of which the Council will enter into individual Contracts.

**‘CCTV’** means Closed Circuit Television

**‘Contract’** means the contract awarded under the Agreement for the provision of services entered into between the Council and the Supplier(s).

**‘Council’** means Leicestershire County Council (LCC) which commissions the Services under the Agreement or any officer or member acting on behalf of the Council.

**Dynamic Purchasing System (DPS):** an electronic system that can be established to purchase goods and services

**General Data Protection Regulation (GDPR):** Regulation (EU) 2016/679 of the European Parliament and of the Authority of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing directive 95/46/EC as updated, superseded or repealed from time to time.

**‘Invitation to Tender’** means the documentation issued by LCC to prospective Suppliers inviting the submission of Tenders in respect of this Agreement.

**‘Large Vehicle’** means a large vehicle of minimum 9 passenger seats.

**‘Mini-competition’** means a further pricing exercise that will operate under this Agreement. This will take the format of a further Tender process that will be open only to Suppliers on the Agreement.

**‘S Notice’** means a roadworthiness prohibition that is issued as a result of a significant breakdown in the maintenance procedures agreed as part of the operator’s licence.

**‘Supplier’** means an appropriately licensed individual, company, organisation, legally existing firm or sole trader that is accepted on to the Agreement and/or Contract and engaged by the Council to provide passenger transport services.

**‘Service’ or ‘Services’** mean the passenger transport services delivered by the Supplier to the Council under the Agreement or any Contract.

**‘Tender’** means the Supplier’s Tender affording them acceptance on to the Agreement.

**‘Tenderer’** means a Supplier submitting a Tender for acceptance on to the Agreement.

**‘TO’** means the Transport Operations Service of Leicestershire County Council or any duly authorised officer acting on the TO’s behalf.

### **Document Control**

<b>Issue</b>	<b>Amendment Detail</b>	<b>Author</b>	<b>Date</b>
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**These specifications which relate to the general operation of large vehicle passenger transport services should be read in conjunction with the terms and condition of the Dynamic Purchasing System (DPS) Agreement (BB4) which covers European Union and United Kingdom domestic legislative requirements of this Tender. They also relate to the individual schedule of specifications (Schedule 1) that are issued with individual services operated by Suppliers under this DPS Agreement.**

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## **Requirements of Suppliers and their staff**

### **Operating License and Insurance**

1. In particular, but without prejudice to the generality of the foregoing, it is hereby agreed and declared that it shall be the Supplier's sole responsibility:
  - a to obtain any necessary Public Service Vehicle (PSV) supplier's licence, community bus permit, vehicle excise duty (road tax); vehicle insurance and MOT test certificate (when required) and to display required licences / discs as appropriate.
  - b Control of operator discs. Contracts must be operated with a vehicle displaying a disc within the control of the contract holder (with the exception of sub-contracting authorised by the Council).
  - c to ensure that all drivers hold any necessary PSV or driving licence and any other necessary qualifications and comply at all times with any relevant regulations.
  - d to promote confidence in the professionalism associated with contracted passenger transport operation.
  - e All costs associated with the Contractor's compliance with the requirements of clause 1 shall be deemed to be included in the Contract Price and the Council shall not be liable for any additional costs other than those already set out in the Pricing Schedule.

### **Drivers and escorts**

2. Drivers and escorts must be registered under LCC's Driver and Escort Registration Scheme and carry an identity badge issued by LCC whilst employed on the Contract. All drivers, escorts, conductors and other platform staff used on SEN, Adult Social Care, Mainstream School or School Special Contracts are required to be checked by the Disclosure & Barring Service (DBS) with either repeat checks to be carried out at 3 yearly intervals, or to sign up for the 'continuous monitoring service'.
3. All Community Transport Drivers must be registered with a Leicestershire Community Transport Provider and have on display their Community Transport identification badge whilst employed on LCC contacts.
4. Suppliers are encouraged to use the Council as the umbrella body for relevant staff and the Council will process all such checks without any additional administration fee, the supplier being required to pay the DBS fee for an enhanced check or to be responsible for the fee for the continuous monitoring service

5. These staff will be issued with an identity badge which must be displayed whilst on contract duty. The Council reserves the right to make enquiries of the DBS at any time concerning the suitability of employees of suppliers involved in the carriage of children and/or other vulnerable people.
6. Every driver and escort is required to have a DBS disclosure check that satisfies the Council. For escorts, the Council requires a DBS disclosure check to be carried out prior to the escort working on passenger contracts and every 3 years thereafter.
7. All contracts that require the use of an escort, as specified in the tender documentation, must use an escort that is known and registered to the council on all runs associated with that contract.
8. All contracts that do not require the use of an escort, as specified in the tender documentation, must not use an escort, or allow any unauthorised personnel to travel in any vehicle associated with that contract, unless approved by the Council.
9. Suppliers must not employ any person on a LCC contract who is suspended or permanently banned by LCC from working on contracts.
10. In addition to the DBS requirements for ensuring that barred people do not work in positions of responsibility or trust with children and/or vulnerable people, suppliers must respond positively to requests from the Council to suspend, either temporarily or permanently, named staff from working on specific or any Council passenger contracts. Please note that suspensions pending an investigation into an incident should be considered a neutral act and may be as much to protect staff as passengers.
11. Drivers are expected to demonstrate compliance with Certificate of Professional Competence regulations (a minimum of 35 hours training in a 5 year period). For more details please contact TO.
12. Drivers and escorts of school contract services must comply with the appropriate guidelines for drivers and escorts copies of which are available on request. or available to view on our website – [www.leicestershire.gov.uk](http://www.leicestershire.gov.uk).
13. All drivers and escorts must be fluent in conversational English and must be able to understand information provided, such as the information contained in Risk Assessments.
14. Drivers and escorts must be smartly and appropriately dressed so as to inspire confidence in passengers. This means that they should wear clothing which:
  - a is appropriate to their role
  - b is not likely to be viewed as offensive, revealing, or sexually provocative
  - c does not distract, cause embarrassment or give rise to misunderstanding
  - d is absent of any political or otherwise contentious slogans
  - e is not considered to be discriminatory and is culturally sensitive
  - f does not impair verbal and/or non-verbal (facial) communication
15. All Suppliers and their staff, must comply with other LCC published guidelines and Codes of Practice as appropriate e.g. Guidelines for Drivers, Moving & Handling Manual, Carriage of Wheelchairs, Tail-lift operation, Escort Good Practice Guide.

16. All suppliers must be aware of and be able to use electronic systems to securely transfer (upload and download) confidential information, this may include secure email (such as egress) or other secure data transfer systems (such as AVCO Anycomms).
17. Where applicable, all suppliers must ensure that the relevant drivers and escorts are issued with the latest versions of risk assessment (RA) documentation relating to each service user that they transport.
18. Where applicable, drivers and escorts must ensure that they receive, read and fully understand the RA documents relating to each service user that they transport. Drivers and escorts must be able to refer to the RA documentation during the operation of the service as and when required and also produce the RA documentation immediately if requested by an LCC inspector.
19. Suppliers, drivers and escorts must not discuss or share the contents of the RA documentation with anyone other than those connected with the transport of the service user that it relates to, and they must ensure that the RA documentation is stored securely when not in use.
20. Suppliers, drivers and escorts must ensure that all information is managed in accordance with General Data Protection Regulation (GDPR).
21. Smoking and the use of e-cigarettes and similar devices is not permitted by any person on any vehicle operating Contracts under this Agreement, immediately before or during the contract operation and notices to that effect must be displayed in the vehicle. Suppliers are reminded that all vehicles are considered to be public places and covered by smoking legislation, and “No Smoking” signs should be displayed. References to “smoking” under the Agreement shall include reference to the use of e-cigarettes and similar devices.

### **Training, First Aid and Safeguarding**

22. All drivers and escorts must exercise care for their passengers, preferably with the help of customer care training. This includes communications with customers, a considerate driving style, and showing particular attention to the needs of young children and elderly, disabled and vulnerable passengers.
23. All drivers and escorts are expected to meet a minimum training level as defined by the Council in individual Contract Schedules (Schedule 1). The Council will provide the minimum level of training if it is required by companies without their own training resources (for which a charge may be made). Contracts that do not specify an escort may still require the driver to have specific training.
24. All drivers and escorts should have a basic knowledge and understanding of Safeguarding young children and elderly, disabled and vulnerable passengers. Safeguarding guidance can be found at:  
<https://lrsb.org.uk>
25. Suppliers must also follow the advice and / or instructions of generic site travel assessments.
26. Where medical procedures may need to be undertaken and/or rescue medication applied, this can only be carried out in accordance with the Risk Assessments / Travel Care Plan for the individual passenger. Whenever a procedure is carried out in accordance with the Travel Care Plan details of this should be logged and shared with the Council.

## **Care and Diligence**

27. It is a specific condition of the payment of monies under this Agreement and/or any Contract operating under this Agreement, that the Supplier shall ensure that vehicles and employees used in the provision of Services are fully licensed under the appropriate Acts of Parliament and regulations and that all the appropriate certificates and licences are at all times in full force and effect.

## **Attendance at Meetings**

28. The Supplier shall attend or be represented by a person approved by TO at all meetings convened by TO in connection with the Service to which they may be invited, including regular progress and/or performance review meetings, and shall advise and assist TO on all matters relating to the Service which lie within the scope of the duties the Supplier has assumed under the Agreement.

## **Whistleblowing Policy**

29. The Supplier will ensure the dissemination of the Council's "Supplier Whistleblowing Policy" (a copy of which is available on request among all current and future employees and sub-contractors who have an active involvement in Contracts for the Council, and any other employees as appropriate.

30. The Supplier shall assist and advise TO with regard to any matter, or item, that may be the subject of arbitration, enquiry or litigation, and, if required by TO, the Supplier shall attend and give evidence and authorise, assist and advise TO in any arbitration or before any court of inquiry held in relation to the Service.

## **Environment**

31. The Supplier shall perform the Agreement in accordance with the Council's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment. Please see the following website:

<https://www.leicestershire.gov.uk/environment-and-planning/conservation-and-sustainability/environmental-policies-and-reports>

32. All costs associated with the Supplier's compliance with the requirements of clause 31 shall be deemed to be included in the Contract Price and the Council shall not be liable for any additional costs other than those already set out in the Pricing Schedule.

## **Requirements of the Vehicle and Equipment**

### **Vehicle Condition and Passenger Doors**

33. Every vehicle used in the operation of this contract must:

- a be in a fit and serviceable condition for providing the service required.
- b have exterior paintwork, interior seats and fittings in good working condition such as to promote confidence in users.
- c have effective heating, lighting and ventilation.

- d be clean internally and externally at the start of each day's operation and be cleaned out during the course of the day as necessary.
- e carry a first aid kit in accordance with current guidelines of the Health and Safety Executive, see [www.hse.gov.uk](http://www.hse.gov.uk).
- f carry a fire extinguisher in accordance with current guidelines of the Health and Safety Executive, see [www.hse.gov.uk](http://www.hse.gov.uk)
- g display all Operators Discs and Section 19 Permits on the vehicle

34. All vehicles with more than 12 passenger seats and which will not carry an escort must:

- a have a powered passenger door operable by the driver from a normal seated position.
- b have any external door in the driver's direct line of sight fitted with glazed panels or mirrors fitted so as to allow the driver to see people moving in the vicinity of the door.
- c However, vehicles with 13 to 16 passenger seats may be used without an escort and need not comply with (a) and/or (b) above if the driver has been appropriately trained and has signed a statement that confirms this.

35. All vehicles with more than 16 passenger seats must not have centre doors.

36. All Large vehicles must have a front passenger door positioned so that boarding and alighting passengers walk past the driver. This enables the driver to check passes, take fares and issue tickets (if appropriate) as well as ensuring that passengers have alighted safely.

37. Large Vehicles without a front passenger door as described in clause 36 should not be used, except in an emergency and not without an escort. The escort will be expected to supervise boarding and alighting and check passes as appropriate.

### **Audio, Visual and CCTV**

38. Unless otherwise instructed by TO the vehicle's audio and visual devices may be played on Contracts at a moderate volume and appropriate to the taste of passengers. No pre-recorded material should be played on Contracts except by prior agreement.

39. Where CCTV systems are in operation, the Supplier must comply with the relevant legislation governing the operation of overt CCTV systems, including clearly displaying CCTV notices. For CCTV systems provided by the Council, the Supplier will also adhere to the specific CCTV agreement.

40. The Council will be the 'Data Controller' for any CCTV recordings made during operation of any journey provided under contract and the Supplier shall be the Data Processor (whether the equipment is provided by the Council or not). The Supplier shall only process personal data captured on CCTV images in strict accordance with the Data Protection Act 1998 and the Council's instructions.



41. The Supplier will co-operate in the installation and use of CCTV, a vehicle tracking device, communication device or other device(s) on the vehicle(s) normally operating the contract. The Supplier will comply with the Council's separately published agreements for such equipment.

### **Seating, Restraints and Other Equipment**

42. Any vehicle used in the operation of this contract must be equipped with a seat belt for every passenger, with the exception of double decker vehicles where the fitting of seatbelts is discretionary.
43. All large single deck vehicles are required to be equipped with a lap only or 3 point seat belt to every forward facing seat. In addition, all vehicles traveling to primary schools must have height adjustable seatbelts (or lap belts). Belts must be fitted to comply with regulations currently in force. Please note that non-forward facing seats on vehicles fitted with seat belts cannot be counted towards the seating capacity of the vehicle as specified in individual Contract Schedules (Schedule 1).
44. A notice relating to the wearing of seatbelts must be displayed on every vehicle fitted with seatbelts.
45. Appropriate child restraints (including child and baby seats where specified) must be used on every journey, unless it is an emergency journey and non-use is authorised by TO. All child restraints (including child and baby seats) should be fitted correctly and in accordance with manufacturers instructions and be the correct seat for the child's height, weight and age.
46. A vehicle which is designed for the purpose of carrying wheelchairs should have the appropriate restraints and ramps or tail lift. All specialist equipment must be maintained appropriately. Wheelchairs should never be transported sideways.
47. All equipment used in assisting passengers must be fit for purpose and suppliers must ensure that all relevant staff are properly trained in its use. If there is any doubt please request a risk assessment from TO.
48. Where necessary, the driver may be required to assist passengers with adjusting and fitting their seat belt.
49. The driver is responsible for ensuring that all child/baby seats, other seating and wheelchairs are fitted securely and in accordance with the manufacturer's instructions.
50. Contracts on which an escort is used must have anti-septic wipes and surgical gloves provided together with the appropriate sealable waste disposal bags. See guidance notes on basic passenger contract hygiene.
51. The Supplier shall ensure that destination boards and/or blinds, school bus boards (including Contract number) and other information signs as specified by the Council and relevant to the Contract are displayed in the vehicle when operating services under this Contract. Suppliers must not display destination and Contract number boards at other times and are encouraged only to display school bus boards when on schools services.
52. In the event of a puncture - an emergency wheel or a tyre that can legally be repaired with a puncture sealant – must only be used to complete a contract journey that has been started. Follow the guidance concerning maximum speeds when using such tyres, amend route if necessary to avoid motorway driving. If the use of an emergency wheel or repaired tyre could

jeopardise the safety of passengers then arrangements should be made to safely transfer passengers on to a replacement vehicle.

53. The Supplier shall be responsible for providing at its own cost any standard equipment associated with operating the Contract, for example child seats, wheelchair restraints and any equipment that is specified in Schedule 1 of the Contract.
54. Equipment of a very specialist nature may be supplied to the Supplier by the Council for the duration of the Contract. All equipment should be returned to the Council at the end of the contract or when no longer required, otherwise the cost of the equipment will be charged to the Supplier.

## **Operation and Penalties**

### **Operation**

55. Contract services should be on time at the start of each journey and thereafter at each timing/pick-up-point; no Contract should run early and late running is only excusable in circumstances beyond the Supplier's control. The correct schedule and the order in which pick-up / drop-off points are made should be followed as those issued as part of the Contract, unless the driver is prevented from doing so by roadworks or similar. Any variations to the schedule should be reported to TO within 1 day.
56. When establishments are open to receive service users, the Contract shall operate as expected. The Council will notify the Supplier prior to the start of the new academic year or as far as possible in advance the dates when the establishments will be closed, or when notified of changes by the establishment. However it will still remain the responsibility of the Supplier to confirm the opening and closing dates for their contracts directly with the establishments. Payments will be paid in accordance with clause 92.
57. If a supplier becomes aware that an establishment is closed or is going to be closed, then they must inform the Council as soon as possible. Suppliers must also inform the Council of any discrepancies with establishment opening/closing times to schedules provided by the Council.
58. The Supplier or his/her representative must be immediately contactable by telephone between 08:00 and 18:00 Monday to Friday and have available e-mail facilities or other online systems to assist in communications with the Council concerning the Contract.
59. The Supplier or his/her representative must be suitably conversant with the Contract as to be able to manage any queries or amendments to the Contract in an effective and professional manner.
60. In addition to the above hours of operation, the Supplier or his/her representative must be contactable at least 30 minutes before a Contract is due to operate and whilst the Contract is operating in order to give and receive messages and information relevant to the operation of the Contract.
61. The driver must be contactable during the hours of operation of the Contract. Drivers must not use mobile phones whilst the vehicle is in motion. Any call taken or made when the vehicle is stationary must relate to the operation of the Contract.
62. Drivers should contact and notify their supervisor and/or the contract holder at their earliest convenience before deciding not to operate a contract.

63. The Supplier must inform the Council of any changes relating to the scheduled requirements of the Contract, particularly where these affect the operation of the Contract, for example when a passenger stops travelling or reduces the number of times they travel on the Contract without prior notice from TO.
64. Any changes to the Contract schedule known by the Supplier must be reported to TO in writing or by email, by the Supplier within 1 working day. Any payments made for Contracts and/or journeys found not to have operated, or not operated as per authorised schedule will be disputed by the Council and repayment sought from the Supplier.
65. The Supplier must report by telephone to TO all accidents, breakdowns or other significant delays that occur whilst operating the Contract. This information is to be given as soon as possible after the breakdown or similar occurs.
66. In the event of a complaint about a service being received by the Council, the Supplier must provide an explanation of the event within one working day of being informed of it. If the complaint is made direct to the Supplier, the supplier must reply in writing to the complainant within 3 working days, with a copy of the reply sent concurrently to TO.
67. Any vehicle used in the operation of this contract must not be:
- a refuelled during scheduled journeys, unless otherwise exempted by TO
  - b left unattended with the engine running or with passengers on board.
68. Double-deck vehicles must not be used on mainstream and SEN school bus contracts;
- a to primary schools
  - b where any individual journey between any pick-up/drop-off point and the school exceeds 12 miles.
69. The Supplier shall be responsible for all fees and charges associated with operating the Contract, for example bus station departure charges, road tolls and parking charges etc.
70. No additional payment will be made for waiting time unless approved by TO prior to or at the time it occurs.
71. No additional payment will be made for cleaning costs unless the costs are directly related to the actions of a service user and deemed unavoidable (i.e. no previous incident had taken place or warning given by the service user or information previously provided by TO). Payments for costs may only be paid for the first of such incidents and only at the discretion of the Council.
72. No additional payment will be made for damage to vehicles or suppliers property caused by a service user or third party. This should be covered under the company's insurance policy.

### **Penalties**

73. If a Supplier is unable to operate their journey(s) then the Council will make cover arrangements on behalf of the Supplier. Also the Council will not pay for the journeys that the Supplier is unable to operate and will charge the Supplier an administration fee of £30 (per arrangement).

74. The Council reserves the right to vary the administration fee by separate notification. The Supplier will also be liable to pay any additional cost of the cover arrangement that is over and above the cost of their Contract.
75. The Council operates a system of penalty points for any failure to operate Services as specified in individual Contract Schedules (including Schedule 1 and/or any official order) and Schedules 2A and 2B, so as to ensure any penalties applied are fair and consistent; the system in use is described in Appendix A to this schedule.
76. This system does not remove the right of the Council, if and whenever there shall be any breach, non-observance or non-performance of any obligations on the part of the Supplier herein contained, by notice in writing from the Council to the Supplier forthwith to terminate the Contract.
77. The Contract shall cease and terminate forthwith except to the extent the parties shall fulfil their obligations under the Contract up to the time of termination and without prejudice to the parties rights to seek compensation for any breaches.

## **Variation and Sub-Contracting**

### **Variation**

78. Prior approval must be sought to operate vehicles that do not conform to Contract specification. Whenever vehicles are operated which do not meet the contracted specification the Council will reduce the contracted price by one third for the period that such vehicles are used unless otherwise previously agreed. It should be noted that this clause applies regardless of whether approval to run such vehicles has been given but in the case of prior approval penalty points will not be awarded.
79. Variations may be made to the details of the Service, route, frequency, timings and vehicle as specified in individual Contract schedules and/or official orders subject to the prior agreement between the Council and the Supplier.
80. Separate contracts must not be combined unless prior agreement has been given by the Council. This includes transferring service users from one contract to another. No payment will be made for any contracts combined without prior agreement.
81. Variations of a temporary nature (less than 6 weeks) and which represent no more than 10 miles per day change in mileage operated will not attract an alteration to Contract rates. Variations that last more than 6 weeks and increase mileage by more than 10 miles per day will attract a marginal increase for the period of time and distance over and above the initial 6 weeks and 10 miles. No additional payment will be made unless approved by TO in advance of the route variation.
82. Variations that last more than 6 weeks and reduce mileage by more than 10 miles per day will attract a marginal decrease in payment for the period of time and distance over and above the initial 6 weeks and less than the initial 10 miles.
83. Additional (or reduced) picking up and setting down points on line of route that do not affect the overall mileage of the route will not attract any change in Contract rates.
84. Permanent variations in mileage smaller than 10% from the original Contract specification (live mileage as stated in the original schedule) will not attract any change in Contract payments. For

permanent variations greater than 10% and for temporary variations not described in clause 81 the tendered rate per mile may be used as a basis for the Council to approve any appropriate increase. Please note that mileage reductions covered by the above will attract decreases in Contract payments. In the absence of a tendered rate per mile the mileage rate will be calculated on the basis of Contract price divided by Contract mileage.

### **Sub-contracting**

85. The Supplier shall not assign, sub-contract or otherwise dispose of his/her interest under this contract without receiving in advance the consent of the Council **PROVIDED** that this condition shall not prohibit the Supplier from arranging for the provision of a service under this contract by vehicles operated by a third party in an emergency (in which case the Supplier shall inform the Council as soon as possible afterwards).
86. Sub-contracting to a Supplier(s) not on the Council's DPS is not permitted without prior agreement of the Council in all cases
87. Where the Supplier acts as a broker for other licensed operators, the Supplier must provide a list of all licensed vehicles, drivers and registered escorts being employed on contracts by the Supplier. The Council must be kept informed by the Supplier when they employ a new driver, vehicle or escort onto any contract under this agreement. The Council reserves the right to exclude such Supplier from using certain drivers and escorts.
88. The Supplier, in all cases, is liable for meeting all conditions of the contract.
89. In the event of sub-contracting taking place the Contractor remains liable for meeting all conditions of the Contract.
90. Where the Contractor enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a subcontract which requires payment to be made of all sums due by the Contractor to the subcontractor within a specified period not exceeding 30 days from the receipt of a valid invoice.

### **Novation**

91. Contract(s) will be considered for novation by the council, if:
  - a. there is a change in the legal identity of any parties to a contract, or
  - b. there has been a take-over by one party, or
  - c. there has been a take-over by a third party organisation, or
  - d. one party decides to sell his/her business to another party

Prior to any novation being agreed, the council will also seek to satisfy itself that the new party will be capable of operating the contract(s) as specified.

## **Contract Payments, Fares and Inspection**

### **Payments and price variations**

92. Unless otherwise agreed in writing, payment will be made following receipt of a correct invoice and accompanying information as detailed below. Only one invoice per contract per operational calendar month will be permitted. No invoice will be accepted for processing before the last journey of the previous operational calendar month has been completed; payment will then be made in arrears within 30 days of receipt of an undisputed invoice for the previous period of operation, or within 30 days of the last day of operation of the previous period, whichever is the later.
- a. Where monitoring forms are required they MUST be completed accurately. Failure to disclose lost or late mileage on monitoring forms will attract penalty points and is likely to delay payment.
  - b. Where there will be less than 5 days operation in a calendar month these days should be added to the previous month's or subsequent month's invoice.
  - c. The preferred method of payment is by BACS, unless otherwise agreed by LCC.
  - d. If the contractor is a limited business then payments will only be made to that named business account. Payment will only be made to an individual's account if the contractor is a sole trader or if they are the owner of the business (excluding factoring arrangements).
  - e. Suppliers will be expected to observe and apply the 30 day payment terms specified above to any payments that they are required to make to their sub-contractors and sub-contracting arrangements that have been agreed by LCC.
93. Suppliers have the option to join the Council's faster payments scheme in respect of invoices for mainstream school transport, special educational needs transport and social care transport. If the Supplier agrees to deduct 1% from invoice totals, the Council will pay within 14 days of receipt of an undisputed invoice for the previous period of operation, or within 14 days of the last day of operation of the previous period, whichever is the later. Once a Supplier joins the scheme, the discount must be applied to all the Supplier's invoices for the relevant types of work. The Council reserves the right to withdraw the faster payments scheme at two months' notice and a notice period of one month is required from Suppliers joining or leaving the scheme.
94. No payment will be made for any contracted journey(s) cancelled with at least 21 working days notice. For any journey cancelled with between 6 to 20 working days notice, the Council will pay 50% of the normal rate. For any journey cancelled at less 5 working days, the Council will pay 65% of the normal rate. For any journey cancelled with very short notice, for example when a driver has set out, the Council will pay the normal rate for that journey.
95. In adverse weather conditions or similar uncontrollable situations the following payment rules shall apply: the full morning rate for any scheduled morning journey if a vehicle has set out but is then unable to complete the job because of weather conditions or the receiving establishment is closed but 65% payment for the return journey if it was known that the journey was not required. For subsequent days, when it is known that the journey was not required because the establishment is closed or adverse weather/other uncontrollable event continues to prevent operation, 65% payment will be made.

96. No payment will be made for journeys that run early or, through the fault of the Supplier (including mechanical failure), run more than 30 minutes late or not at all. Payment will be reduced by a third for journeys which run, through the fault of the Supplier, between 10 and 30 minutes late. For these purposes the price of the Contract will be deemed to be spread evenly across the annual or daily Contract mileage as appropriate. Please note that it is expected that every effort is made to operate all journeys. Drivers should contact their supervisor before not operating journeys. Regular lateness should be reported to the Council.
97. All contracts within the Agreement that have been running for a minimum of 12 months will be eligible for a price review from the following 1<sup>st</sup> April each year, provided there has been no price adjustment within the previous 12 months. Each supplier will need to request a price review for their contracts, this request must be received by 30<sup>th</sup> November. Any price variation applied will be at the discretion of the Council, will be uniform across all qualifying Contracts and will not exceed the prevailing RPI (Retail Price Index).
98. Any requests for a price review that is received after 30<sup>th</sup> November will be considered, however, any price adjustments will only be applied after 4 whole calendar months have passed, for example if a request is received on 15<sup>th</sup> December, then any adjustment will be applied from the following 1<sup>st</sup> May.

### **Inspection, Audit and Statistics**

99. Council Officers may:

- a inspect the vehicle provided immediately before, during or after operation of any journey.
- b by prior agreement inspect vehicles not in operation.
- c Inspect maintenance facilities and records
- d inspect passes of passengers.
- e request relevant information from drivers, escorts and passengers.
- f travel as an escort on any Contract journey.

100. In normal circumstances, inspections will be carried out so as not to delay subsequent journeys unduly.
101. Council Officers will be permitted access on demand to all relevant books, documents, vouchers, tickets and accounts at any reasonable time or times.
102. The Supplier shall provide the Council with accurate statistics showing performance of each Service, or any other requested information related to the contract as the Council shall reasonably require.

## APPENDIX A: FAILURE TO OPERATE SERVICE AS SPECIFIED

1. The penalty points system described in this appendix is designed to ensure that failures to meet the contract conditions are followed up with a penalty which is appropriate to the failure and fairly applied and which gives the Supplier an incentive to improve performance.
2. The following rules will determine the application of penalty points and the award and termination of Contracts:
  - (a) Failure to comply with contract conditions will lead to the application of penalty points as detailed below, in a range from 1 to 20.
  - (b) Each set of penalty points will be attached to the Contract for a period of 1 year. If at any time a Contract has 20 or more points attached to it, that Contract will be terminated, either immediately or, at the discretion of the Council, after a notice period.
  - (c) Some failures will not have a penalty points score but will instead result in immediate Contract termination. Particularly serious failures may result in further action being taken against the Supplier. For example a vehicle allocated to a Contract that is deemed to be in a condition that would attract an immediate prohibition with 'S' notice would result in the termination of that Contract and the suspension of the Supplier from the Agreement and/or consideration of tender awards for a period of time.
  - (d) in awarding Contracts, consideration will be given to the performance and abilities of Suppliers.
  - (e) Points applied will be factored according to the frequency of services on the Contract, as follows:

Contracts having more than 120 single journeys per week – penalty points detailed below x 0.25  
Contracts having 61 to 120 single journeys per week – penalty points detailed below x 0.5  
Contracts having 13 to 60 single journeys per week – penalty points detailed below x 0.75  
Contracts having up to 12 single journeys per week – penalty points applied as below
  - (f) If the same failure is recorded a second time after the first instance, within 56 days of that first instance but after sufficient time has been allowed for remedial action to be taken, double the factored penalty points will be applied.
  - (g) Following breaches of contract conditions Suppliers may be suspended or excluded from the Agreement and/or may be excluded from further Contract awards, either temporarily or permanently.



## APPENDIX B: SCHEDULE OF PENALTY POINTS

Note: V denotes that the number of points will be variable at Council's discretion  
T denotes immediate termination of contract

CONTRACT CONDITION SCHEDULE & PARAGRAPH	PENALTY POINTS APPLIED FOR FAILURE TO OPERATE SERVICES AS SPECIFIED	
Contract Schedule 1 / Official order (for mini competitions)	Operating with vehicle not meeting specification, except in the case of an emergency	5
	Not operating to specification	5
Schedule 2A	Variable at Council's discretion, unless otherwise stated	V
Schedule 2B	As below	-
	<b><u>Requirements of Suppliers and their staff</u></b>	
1a	Operating without licences, tax, insurance or MOT	T
1a	Failure to display licences, tax, insurance or MOT	7
1b	Operating with licence that is not held by Contract holder	T
1c	Driving without licences / not complying to regulations	T
1d	Inability to promote confidence / professionalism	V
1e	Charging for additional costs without prior approval (Licences / Insurances)	V
2	Using non-registered Drivers or Escorts	7
3	Using non-registered CT driver	7
4	-	
5	Not carrying / displaying an identity badge	3
6	No DBS / CRB Check	7
7	Failure to provide a registered Escort	V
8	Unauthorised personnel traveling in vehicle	V
9	Use of barred Drivers or Escorts	T
10	Failure to suspend Driver or Escort during investigation	7
11	Non-compliance of CPC regulations	5
12	Failure to comply with Guidelines for Drivers	V
13	Driver / Escort unable speak conversational English or unable to understand information provided	V
14	Drivers/Escorts inappropriately dressed	2
15	Failure to comply with Codes of Practice and Guidelines	V
16	Refusal / inability to use secure data transfer electronic systems	V
17	Failure to issue relevant / latest RA information to drivers and escorts	V
18	Driver and escorts not correctly using RA documentation / do not have it immediately available on request	V
19	RA personal / sensitive information shared with people not connected to contract	V
19	RA personal / sensitive information not stored securely	V
20	Breach of GDPR	V
21	Smoking on vehicle prior to or during the contract operation	7
21	Failure to display 'No Smoking' signs	2
22	Lack of customer care	4

23	Operating contract without minimum level of training required	7
24	Failure to safeguard vulnerable Child / Adult	V
25	Not following generic site travel arrangements	V
26	Failure to follow Risk Assessment / Travel Care Plan	V
27	Failure to meet Care and Diligence requirements	V
28	Non-attendance at meetings	V
29	Not disseminating the "Supplier Whistleblowing" policy	V
30	Lack of assistance / cooperation when required for enquiry / arbitration or litigation.	V
31	Operation not in accordance with the Council's environmental policy	V
32	Charging for additional costs associated with meeting the Council's environmental policy without prior approval	V
	<b><u>Requirements of the Vehicle and Equipment</u></b>	
33a	Not operating a fit and serviceable vehicle	V
33b	Poor vehicle condition (does not promote confidence in users)	V
33c	Ineffective heating, lighting or ventilation	2
33d	Lack of cleanliness	2
33e	Not carrying a first aid kit	5
33f	Not carrying a fire extinguisher	5
33g	Not displaying Operators Discs and Section 19 Permits on the vehicle	7
34a	Operating a 12+ seat vehicle without a powered passenger door	5
34b	Inadequate / inappropriate front passenger door	5
34c	Operating 13 to 16 seat vehicle with inadequately trained driver and no escort	3
35	Operating 16+ seat vehicle with centre doors	5
36	Operating Large vehicle without front passenger door and no escort	5
37	Escort failing to supervise / check passes	V
38	Inappropriate use of audio / visual devices	2
39	Breach of legislation or agreement, applicable to the Contract on which the CCTV system is in use on or destined for use on, including failure to clearly display CCTV notices	2
40	Amending / Deleting CCTV recordings without Council approval	2
41	Not co-operating with installation and use of CCTV or other devices	T
41	Not complying with published guidelines on the use of CCTV or other devices	V
42	Unable to provide a seat belt for every passenger	7
43	Inappropriate seatbelts for Primary School Contract	7
44	Failure to display seat belt notice	1
45	Insufficient / Incorrect child restraints	7
46	Unavailability / Incorrect use of Wheelchair restraint equipment	7
47	Equipment not fit for purpose / staff not trained correctly	7
48	Driver not assisting with seatbelt when required	V
49	Driver not ensuring that all child/baby seats, other seating and wheelchairs are fitted securely	V
50	Failure to provide wipes, gloves & waste bags	5
51	Not displaying boards or blinds / displaying boards or blinds incorrectly	2
52	Using an emergency wheel incorrectly	5
53	Failure to provide standard equipment (child seats / restraints etc)	5

54	Failure to return specialist equipment when no longer required	V
	<b>Operation and Penalties</b>	
55	Early running	7
55	Late running up to 30 minutes	3
55	Late running 31 minutes to 60 minutes	5
55	Over 60 minutes late or non-operation	7
55	Incorrect route or pick up points	7
56	Not operating when establishment is open for service users	7
57	Failure to inform Council of changes to establishment opening/closing	V
57	Overcharging due to changes to opening/closing	V
58	Unable to be contacted between 08:00 and 18:00 (Monday to Friday)	3
59	Lack of operational knowledge of contract	3
60	Unable to be contacted immediately prior to and during operation	3
61	Driver unable to be contacted during hours of operation	4
61	Driver using mobile phone whilst driving	7
62	Non-operation of contract without any notification or reason	V
63	Failure to inform Council of contract changes	V
64	Failure to notify Council of changes within 1 working day	V
64	Overcharging due to non-declaration of changes	V
65	Failure or delay to report incident, accident or breakdown to the Council	2
66	Failure to handle complaints correctly and/or in a timely manner	2
67a	Refuelling on service	3
67b	Vehicle left unattended (with engine on or passengers on)	5
68a	Double-deck vehicle used at primary schools	5
68b	Double-deck vehicle used on services over 12 miles	5
69	Charging for additional costs without prior approval	V
70	Charging for waiting time that has not been approved by TO	V
71	Charging for more than one cleaning cost that has not been approved by TO	V
72	Charging for damage to vehicles or supplier's property	V
73 - 77	N/a	-
	<b>Variation and Sub-Contracting</b>	
78	Operating non-specification vehicle without prior approval	5
79	Contract varied without prior agreement	7
80	Combining separate contracts without approval	V
81	Charging for additional cost associated with a temporary variation	V
82	Failure to reduce contract cost associated with variation of more than 6 weeks and less mileage	V
83	Charging for additional pick up / setting down points along line of route	V
84	Charging for additional cost associated with a permanent mileage variation of 10% or less	V
84	Failure to reduce contract cost due to a permanent reduction of route mileage of more than 10%	V
85	Assigning, sub-contracting or otherwise disposing of contract without prior approval	V
86	Assigning, sub-contracting or otherwise disposing of contract to a supplier not on the DPS without prior approval	V
87	Failure to keep TO informed of new vehicles, drivers and escorts used	V

	on LCC contracts	
88	Failure to meet all conditions of the contract	<b>V</b>
89	N/a	-
90	Failure to pay a sub-contractor within 30 days of a valid invoice	<b>5</b>
91	Novation of contract without prior approval	<b>V</b>
	<b><u>Contract Payments, Fares and Inspection</u></b>	
92	Submission of invoice before end of operational period	<b>V</b>
92	Submission of more than one invoice per contract per calendar month	<b>V</b>
92a	Incomplete / inaccurate / missing monitoring form	<b>V</b>
92b to 92d	N/a	-
92e	Failure to pay a sub-contractor within 30 days of a valid invoice	<b>5</b>
93	Joining the 1% scheme, but not deducting 1% from all invoices	<b>V</b>
93	Leaving the 1% scheme with less than one month's notice	<b>V</b>
94	Incorrect invoicing / Over charging due to cancelled journeys	<b>V</b>
95	Incorrect invoicing / Over charging due to journeys not operated due to adverse weather	<b>V</b>
96	Incorrect invoicing / Over charging due to journeys not operated due to fault of supplier	<b>V</b>
97 - 98	N/a	-
99	Refusing access to inspect vehicle and/or maintenance documents	<b>7</b>
100	N/a	-
101	Refusing access to relevant books and documents	<b>V</b>
102	Failure to provide accurate statistics	<b>5</b>