

Meeting of:	<b>Cabinet</b>
Date of Meeting:	<b>Monday, 29 July 2019</b>
Relevant Scrutiny Committee:	Environment and Regeneration
Report Title:	Dynamic Purchasing System Tender for Passenger Transport Operators
Purpose of Report:	To update Cabinet and seek its endorsement to appoint a number of Passenger Transport Operators to the Council's Dynamic Purchasing System
Report Owner:	Cabinet Member for Neighbourhood Services and Transport
Responsible Officer:	Miles Punter - Director of Environment and Housing Services
Elected Member and Officer Consultation:	Cabinet Member for Education Accountant Environment and Housing Services Procurement Officer Legal Services (Committee Reports)
Policy Framework:	This report is a matter for Executive decision by Cabinet
<p>Executive Summary:</p> <ul style="list-style-type: none"> <li>• This Report provides Cabinet with information on the new tendering process that has been undertaken by the Passenger Transport Team.</li> <li>• The Dynamic Purchasing System (DPS) that has been introduced is an on-going framework of suppliers that has the ability to add new suppliers throughout its life.</li> <li>• Suppliers need to achieve a score of 70% or above on a Pre-Qualifying Questionnaire (PQQ) in order to be admitted to the DPS.</li> <li>• Mini competitions requesting prices from those operators who are assigned to the DPS for passenger transport services can take place during the lifetime of this agreement.</li> <li>• The whole process has to be fully electronic and will be conducted on the Sell2Wales portal which is fully auditable.</li> <li>• As and when services are tendered via the Sell2Wales portal the Director of Environment and Housing and the Cabinet Member for Neighbourhood Services and Transport will use their delegated powers to award contracts for these services to the most economically advantageous price, or the next most competitive if there are issues with awarding to the first, for the life of the DPS.</li> </ul>	

## **Recommendations**

1. That Cabinet notes the process for the Dynamic Purchasing System (DPS) for Passenger Transport Services.
2. That Cabinet notes the Passenger Transport Service Specification document and the Pre-Qualifying Questionnaire (DPS) that suppliers have to complete.
3. That Cabinet notes the list of Passenger Transport suppliers who have gained access to the DPS during the first round of tendering.
4. That Cabinet provides delegated authority to the Director of Environment and Housing Services in consultation with the Cabinet Member for Neighbourhood Services and Transport and Monitoring Officer/ Head of Legal and Democratic Services to award contracts to suppliers on the DPS who provide the most competitive price for services, taking into account previous performance on services, during the life of the DPS.

## **Reasons for Recommendations**

1. To advise Cabinet of the new style of tendering that the Passenger Transport team has undertaken.
2. To advise Cabinet on the service levels and quality that is expected from Passenger Transport suppliers who wish to gain access to the DPS.
3. To advise Cabinet of those suppliers who have gained access to the DPS having supplied information on their quality and achieved the required 70% score.
4. To ensure Passenger Transport services can be tendered via mini-competitions and contracts can be awarded to successful bidders, as and when required.

## **1. Background**

- 1.1 The Council has undertaken a new style of tender for Passenger Transport Services (excluding local bus services) called a Dynamic Purchasing system (DPS).
- 1.2 A DPS operates in many respects in the same way that a framework does, with a number of suppliers, who have met a pre-qualifying criteria, called upon to submit prices for their services. The DPS also has to be a fully electronic process and for that reason it was conducted on the Sell2Wales portal.
- 1.3 Where a DPS and framework differ is that on a DPS other or new suppliers are able to join at any time. This gives the option for greater competition and means any newly formed companies can be offered the same opportunities as those that currently exist.
- 1.4 Previous to this DPS the Council has either conducted open tenders or utilised existing frameworks.

- 1.5 The initial part of the DPS was an invitation to all Transport suppliers registered on the Sell2Wales procurement portal to submit a Pre-Qualifying Questionnaire (PQQ) (Appendix A).
- 1.6 All PQQ's that were submitted had to achieve a minimum score of 70%.
- 1.7 In conjunction with the PQQ all operators were given the Passenger Transport Specification document (Appendix B) which lists in-depth the requirements that are expected when undertaking passenger transport services on behalf of the Council.

## **2. Key Issues for Consideration**

- 2.1 Appendix C to this report lists the operators who gained the necessary 70% or more score on the PQQ and will now be admitted to the DPS.
- 2.2 These operators will now be requested to submit prices for individual passenger transport services/routes.
- 2.3 While the most economically advantageous price will be regarded as the successful bid, previous performance on individual services will be taken into account when awarding to operators.
- 2.4 All school transport, Rondel House Day Centre, Woodlands Day Centre and Post 16 transport services will be tendered via the DPS via mini price competitions and awarded to successful operators by July 2019.
- 2.5 Following the award of these services the DPS will once again be opened up to new operators. This will give other operators the chance to join and, if they achieve the necessary 70% or more pass mark on their PQQ, bid for any future passenger transport services that become available.
- 2.6 The initial DPS invitation was notified to 454 passenger transport providers, throughout Wales and beyond, who have expressed an interest in undertaking passenger transport services on behalf of public bodies. Out of the 454 companies 34 local providers submitted a PQQ.
- 2.7 The PQQ's submitted varied in standard with marks ranging from 94.7% to 70%, which meant all operators who submitted a PQQ were accepted onto the DPS.
- 2.8 The next stage of the tender will require these operators to provide prices for passenger transport services, with the majority of contracts being awarded on an initial five year period with the option to extend annually up to an additional five years. This DPS will be in place until 2024.

### **3. How do proposals evidence the Five Ways of Working and contribute to our Well-being Objectives?**

#### Long Term

- 3.1** The option of long term contracts for passenger transport services gives transport providers the opportunity to invest into their business and provide services that are of the high standard expected, as laid out in the Passenger Transport Specification document.
- 3.2** The longer term contracts will also give assurances to pupils, especially those with additional learning needs, that the transport they are allocated to could see them through their entire school life.
- 3.3** Having tendered via a DPS that gives operators the chance to join at any time a longer term process is now in place which gives new operators the opportunity to join and bid for routes should they become available.

#### Prevention

- 3.4** To ensure problems or issues on passenger transport services can be overcome a number of requirements have been made on providers. These include but are not limited to CCTV and tracking systems on vehicle with more than 16 seats and twitter accounts for larger bus/coach operators who can tweet live information regarding their services.

#### Integration

- 3.5** The Council has a duty to promote access to education and social services establishments. The transport provision that will be procured as part of this DPS will act as the enabler in getting pupils and users to their establishment.
- 3.6** Providing these services fits in with the Wellbeing objective 2: An Environmentally Responsible and Prosperous Wales; Objective 4: Promoting sustainable development and protecting our environment, by encouraging more people, including school pupils, to use sustainable modes of transport, which can in the future influence a modal shift from car to public transport.

#### Collaboration

- 3.7** The Council works collaboratively with a host of transport providers, schools and other establishments, pupils and parents/carers to deliver an efficient, reliable and safe network of passenger transport services.

#### Involvement

- 3.8** Multiple internal departments work together to ensure those that require passenger transport do so and they work together to ensure the suitability of the provision.

## **4. Resources and Legal Considerations**

### **Financial**

- 4.1** The passenger transport services that will be tendered via the DPS will be for a number of Council areas, including Education, Social Services and Neighbourhood Services and Transport.
- 4.2** The DPS will allow for the most economically advantageous price to be accepted and reduce pressure on budgets.
- 4.3** Actual expenditure will be determined by the attractiveness of the service required and the number of operators who wish to bid.

### **Employment**

- 4.4** Provision of these services will provide local employment with a number of operators based in the Vale of Glamorgan.

### **Legal (Including Equalities)**

- 4.5** The contracting of these services to suppliers on the DPS and in conjunction with the service specification, will provide a safe environment for passengers to travel to and from their establishment.
- 4.6** The provision of certain transport services, such as additional learning needs and mainstream school transport are a statutory obligation of the Council under the Welsh Learner Travel measure.
- 4.7** The provision of a number of passenger transport services ensures equalities for residents in the Vale.

## **5. Background Papers**

- OT Appendix A. PQQ
- Appendix B. Passenger Transport Specification Document
- Appendix C. List of approved suppliers on the DPS



**Passenger Transport Services 2019  
(excluding Local Bus Services)  
Dynamic Purchasing System  
Pre-Qualification Questionnaire**

**Ref: VOG/RM041/19**

**Closing Date: 12:00 noon 17<sup>th</sup> May 2019**



## Appendix A

### Introduction

The Vale of Glamorgan Council (“the Council”) wishes to establish a Dynamic Purchasing System (“DPS”) for the procurement of passenger transport services, excluding local bus services (“the Services”).

### Instructions for Submission

Applicants wishing to be considered for the above are required to complete all sections of the Pre-Qualification Questionnaire (“PQQ”), and provide supporting documentation as requested.

The PQQ contains mandatory selection criteria for admittance to the DPS. At this stage, bidders will be evaluated in terms of economic and financial standing and technical ability. Those with scores above the stated qualification threshold (i.e. those who meet the selection criteria) will be admitted to the DPS. Those with scores below the stated qualification threshold (i.e. those who do not meet the selection criteria) will be rejected and given reasons for rejection.

Interested parties who have failed at this PQQ stage are welcome to re-apply during the lifetime of the DPS.

To ensure you complete the PQQ correctly please note the following instructions.

1. Submit responses in the order given within the PQQ. All responses should be clearly numbered and answered in full. Any supporting documentation should also be numbered to confirm to which question it relates.
2. Answer all the questions specifically for your organisation and also for the group if you are part of a group of companies.
3. Where questions do not apply to your organisation, write “Not Applicable” in the space provided.
4. Closing date for submissions is 12:00 noon 17<sup>th</sup> May 2019.

### Scoring

Responses will be scored out of five (5) in accordance with the following weighting:

Clause		Weighting
Organisation info.: 1 & 2		1
Contract renewal: 2		3

## Appendix A

EU compliance: 3		0*
Financial information: 4		0*
Areas of business: 5		2
Staff: 6		3
References, professional organisation: 7 & 8		5
Insurance: 9		0*
Health and safety: 10		3
Environmental issues: 11		2
Equalities: 12		5
Modern Slavery: 13		5
Vehicle breakdown: 14		5
Vehicle and staff availability: 15		10
Vehicle and staff management: 16		10
Driver etiquette and cleanliness: 17		10
Complaints: 18		5
Contract management:19		15
Carbon footprint: 20		5
Continuous improvement: 21		5
<b>Total</b>		

Where a question does not apply to a supplier and N/A has been given as the answer, the supplier will be awarded full marks.

Responses which achieve a total score of less than 70% will not be appointed to the DPS.

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\*EU compliance, financial information and insurance will be scored as Pass or Fail. Failure at questions scored as Pass or Fail will result in failure of PQQ, regardless of other scores.

Bidders are advised that the Council uses a credit reference agency to determine the financial standing of potential bidders.

### **Scoring methodology**

Responses will be scored using the following scoring methodology:

<b>Score</b>	<b>Response</b>
5	Excellent evidence has been submitted and information and/or supplementary documentation leaves no doubt that the minimum requirements are likely to be exceeded substantially. It is evident that there will be significant added value incorporating aspects that are unique to this service provider.
4	Very clear evidence has been submitted and information and/or supplementary documentation is of a very high calibre indicating that the minimum requirements are likely to be exceeded. It is evident that there will be some added value.
3	Adequate evidence has been submitted and information and/or supplementary documentation is of an adequate calibre indicating that the minimum requirements are likely to be met.
2	Some evidence has been submitted and information and/or supplementary documentation is of a barely adequate calibre indicating that the minimum requirements are unlikely to be met.
1	No evidence has been submitted and any information and/or supplementary documentation are of an inadequate calibre indicating that the minimum requirements are very unlikely to be met.
0	Either the question has not been answered or the answer given clearly does not meet the minimum requirement.

**Please complete all parts of this questionnaire in Arial (blue) typeface, providing all the necessary supplementary information.**

## **Part One General Information**

### **1. Organisation Identity**

1.1 Name of the organisation in whose name the tender would be submitted.

Address:

Primary Contact Person:

Telephone No:

E-Mail:

Deputy Contact Person:

Telephone No:

E-Mail:

Out of Hours Contact Person:

Telephone No:

E-Mail:

Company Registration No.  
(if applicable):

Date of Registration:

Company Twitter address:

1.2 Registered Address if different from above:

## Appendix A

### 2. Organisation Formation

2.1 Is your organisation (delete as appropriate):

a public limited company	Y/N
a limited company	Y/N
a sole trader	Y/N
a partnership	Y/N
other (please specify):	

2.2 Date of organisation's formation (please provide brief history on a separate sheet).

2.3 Date of incorporation or commencement of trading in U.K. if different from 2.2:

2.4 VAT registration number:

2.5 Please **upload** a copy of your current operator's licence held by the company. If you operator under a Hackney Carriage/and or Private Hire Licence, please attach a copy of this licence.

Please provide total number of vehicles authorised for use under your current Operators License. If the number is unlimited, please state "unlimited" and state the number of vehicles in your fleet.

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2.6 Is your organisation registered under the Data Protection Act 2018?

Yes/No

If yes, please confirm how you comply with all of the requirements of the 2018 Act, including information on how you:

- ensure that people processing the data are subject to a duty of confidence;
- take appropriate measures to ensure the security of the processing;
- only engage sub-processors with the prior consent of the controller and under a written contract;
- assist the controller in providing subject access and allowing data subjects to exercise their rights under the GDPR;
- assist the controller in meeting its GDPR obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments;
- delete or return all personal data to the controller at the end of the contract; and
- submit to audits and inspections, provide the controller with whatever information it needs to ensure that they are both meeting their Article 28 (of the GDPR) obligations, and tell the controller immediately if it is asked to do something infringing the GDPR or other data protection law of the EU or a member state..

2.7 Are there any court actions pending, court judgments against and/or employment tribunal hearings outstanding against your organisation? If so, please give details.

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- 2.8 Has your organisation been involved in any court action and/or employment appeal or other tribunals over the last three (3) years, including Traffic Commissioner proceedings? If so, please detail reasons for an outcomes of any such appearance:
- 2.9 Has your company or nominated Transport Manager been called to any Public Enquiries held by the Traffic Commissioner or Local Authority Licensing Committee in the last three (3) years? If so, please detail reasons for an outcomes of any such appearance:
- 2.11 Has your company received any prohibitions (all categories including advisory or delayed) issued to your company by the Driver and Vehicle Standards Agency (“DVSA”) or relevant taxi licensing authority during the last three (3) years?
- 2.12 If you answered yes to the above, please provide details of the prohibitions and outline any procedures or processes you have put in place to rectify the issues raised.
- 2.13 Has your organisation ever suffered a deduction for liquidated damages in respect of any contract within the last three (3) years?

Yes/No

If yes, please give details.

## Appendix A

- 2.14 Has your organisation ever (a) been refused a contract renewal, or (b) had a contract terminated for failure to perform to the terms of the contract?

Yes/No

If yes, please give details.

- 2.15 Is your company a subsidiary (as understood by the Inland Revenue) of another company? If so, please provide the name, registration number and registered office address of the holding or parent company and the ultimate parent (if applicable).

- 2.16 Is your company affiliated or associated with any other organisation which would be capable of tendering for this contract? If so, please provide the name, registration number and registered office address.

- 2.17 Please give the names and responsibilities of the Executive Directors/Partners of your organisation.

Name	Responsibility
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### **3. Compliance with EU Legislation/UK Procurement Legislation**

Do any of the circumstances as set out in Regulation 57 (1-7) of the Public Contracts Regulations 2015 apply to your organisation?

Yes/No

The Council may seek evidence at a later date in confirmation of your answer.

### **4. Financial**

- 4.1 Please note that the Council uses a credit reference agency to determine the financial standing of potential bidders.

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- 4.2 Please provide a brief outline of how your organisation would obtain any required funding for this contract (only insert if third party finance is being specifically provided for this contract)

- 4.3 Does your organisation or any of its senior members have any outstanding debts with any local authority, e.g. council tax, non-domestic rates, trade refuse charges, commercial rents etc.?

Yes/No

If "yes" please give details below.

## Appendix A

- 4.4 Have any of the senior members of your organisation (e.g. a sole trader, partner, director or company secretary) been involved in any business which has been subject to an event listed in Regulation 57?

Yes/No

If "yes" please give details below.

### 5. **Areas of Business**

Please indicate below the principal areas of business activity of your organisation:

### 6. **Staff**

- 6.1 Please state the number of staff who can be employed as:

Drivers:

Passenger Assistants:

- 6.2 Please confirm all PCV drivers are trained to the driver CPC standard for vehicles with nine passenger seats or more?

Yes/No

- 6.3 If you have a nominated competent person responsible for health and safety advice, including carrying out risk assessments, please provide their name and email address?

## Appendix A

- 6.4 Have you committed any act which contravenes the Blacklist Regulations 2010 within the previous three years?

Yes/No

If Yes, please confirm the steps you've taken to put matters right and to avoid future contraventions.

## 7. References

- 7.1 Please provide details of three (3) major contracts you have been awarded for the provision of services similar to those required by the Council under the following categories:

- contracts currently undertaken;
- contracts that have been undertaken over the last three (3) years;
- client details;
- contract period, including start and finish dates;
- overall value (£).

NB (The Council may elect to contact any of the above companies for a reference. Your permission to do so is assumed unless you state any objections).

- 7.2 Have you undertaken any work for any person on behalf of the Vale of Glamorgan Council in the last three (3) years?

Yes/No

If "yes" please give details below.

**8. Professional Organisations**

Please indicate to which professional or trade bodies your organisation belongs.

**9. Insurance**

Please provide details of your organisation's insurance protection in respect of employers' liability and public liability. The Council's current minimum insurance thresholds are £5m public liability and £10m employers' liability.

Please **upload** copies of your insurance policies when submitting this PQQ document.

**10. Health and Safety**

10.1 Please **upload** a copy of your organisation's Health and Safety at Work Policy. You must have a written Health and Safety Policy if you have five (5) workers or more.

10.2 Please name the company director with responsibility for health and safety matters.

10.3 Do you employ any professionally qualified staff to manage health and safety?  
Yes/No

If "yes" please name the person(s), provide contact details and confirm details of their qualifications and/or their membership of professional bodies, e.g. IOSH/CIEH etc.

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- 10.4 Do you employ or retain the services of health and safety consultants?  
Yes/No

If "yes" please name the consultant(s) and provide contact details.

- 10.5 Has your organisation had a fatality or dangerous occurrence during the last five (5) years?

Yes/No

If "yes" please give details below, including HSE involvement and action taken to prevent further occurrences.

- 10.6 Has your organisation been investigated or served with an enforcement notice or been prosecuted in the past three (3) years for breaches of Health and Safety Legislation (HSE, EHO or other comparable legislation outside the UK)?

Yes/No

If "yes" please give details below.

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- 10.7 Do you have a policy for managing drug and alcohol misuse within your organisation?

Yes/No

If you have a Drug and Alcohol Policy please **upload** a copy.

### 11. Environmental Issues

- 11.1 Does your organisation have an Environmental Policy?

Yes/No

If "yes", please **upload** a copy.

- 11.2 Does your organisation have in place an Environmental Management System?

Yes/No

If "Yes", do you have any objection to this being inspected?

Yes/No

If "No", what are your plans to implement such a system?

- 11.3 Has your organisation been involved in any environmental prosecution or breach in the past three (3) years?

Yes/No

If "Yes", please provide details, including details of any corrective action.

## Appendix A

11.4 Are there any environmental prosecutions pending?

Yes/No

If "Yes", please provide details, including details of any corrective action.

## 12. Equalities

12.1 As an employer, do you have a policy and provisions in place to ensure that your organisation and staff comply with your statutory obligations under the Equality Act 2010, and accordingly, is it your practice not to discriminate directly or indirectly on grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation in relation to decisions to recruit, select, remunerate, train, transfer and promote employees?

Yes/No

12.2 Is your policy on equalities set out:

in instructions to those concerned with recruitment, selection, remuneration, training and promotion?

Yes/No

in documents available to employees, recognised trade unions or other representative groups of employees?

Yes/No

in recruitment advertisements or other literature?

Yes/No

If no to any of the above, please provide other evidence to show how you promote equality in employment.

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- 12.3 In the last three (3) years, has any court or employment tribunal found that your organisation has discriminated against someone in contravention of the Equality Act 2010 or any preceding, similar legislation?

Yes/No

If yes, what steps did you take in consequence of that finding?

- 12.4 Do staff with managerial responsibilities receive training on equal opportunities?

Yes/No

- 12.5 In the last three (3) years, has your organisation been investigated by the Equalities and Human Rights Commission (or other comparable body outside the UK) because of allegations of unlawful discrimination?

Yes/No

If yes, what were the results of that investigation and what steps did you take in consequence of any adverse findings?

- 12.6 How is your policy on Equal Opportunities set out? Please **upload** a copy of your policy.

The Council is particularly interested in the promotion of equality of opportunity, including the steps taken to encourage job applications and training opportunities. Please note that your organisation's policies should not just relate to employment issues, the Council requires that equal opportunity policies should consider the general issue of discrimination, i.e. there should be no discrimination in dealings with the public, the provision of services and employment issues.

- 12.7 This procurement process relates to a “public service contract” as governed by the requirements of the Welsh Language Act 1993. The contractor will therefore be required to demonstrate his ability to comply with the requirements of that Act and any Welsh language scheme entered into in accordance with the Act as part of this tender process. This will involve the ability to deliver the service in Welsh or English to service users on an equal basis and/or to be able to market and promote the service bilingually.

Please provide details of your capability and/or past experience in relation to Welsh language obligations.

### **13. Modern Slavery**

Modern slavery is a serious crime. It encompasses slavery, servitude, and forced or compulsory labour and human trafficking.

Bidders are encouraged to review information on the following website before responding to this section.

<http://gov.wales/topics/improvingservices/better/vfm/code-of-practice/?lang=en>

- 13.1 Are you a relevant commercial organisation as defined by Section 54 (“Transparency in Supply Chains etc.”) of the Modern Slavery Act 2015 (“the Act”)?

Yes/No

- 13.2 If you have answered “Yes” to question 14.1, are you compliant with the annual reporting requirements contained within Section 54 of the Act?

Yes/No

If Yes, please provide the relevant url to view the statement.

If No, please explain why.

- 13.3 What steps have you taken or do you plan to take to tackle potential modern slavery and human rights abuses within your organisation and supply chains?

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- 13.4 Can you confirm you are not subject to any ongoing investigations or charges in relation to modern slavery and/or human rights abuses?

Yes/No

If no, you cannot confirm this, what steps are you taking in consequence?

- 13.5 Can you confirm you are not aware of any ongoing investigations or charges within your supply chain in relation to modern slavery and human rights abuses?

Yes/No

If no, you cannot confirm this, what steps did you take or are you taking in consequence of that finding?

- 13.6 Are all workers free to leave to find work elsewhere?

Yes/No

- 13.7 Can you confirm that workers' passports are not retained?.

Yes/No

**If you are aware of or suspect illegal practices relating to slavery, please report them to the police.**

**Part Two: Technical Ability**

<b>14</b>	<b>Vehicle Breakdown</b>
	<p>If the event of a vehicle breakdown what contingency plans do you have in place to ensure continuity of service?</p>
<b>15</b>	<b>Vehicle and Staff Availability</b>
15.1	<p>If a vehicle you intend to purchase or lease is not available, please specify what contingency plan you have in place to ensure that you have a vehicle available to undertake the contract on the start date?</p>
15.2	<p>What systems do you have in place to deal with unexpected staff and vehicle shortages?</p>

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<b>16</b>	<b>Vehicle and Staff Management</b>
16.1	How do you ensure that your driver's licence, insurances, MOT, Tax and Disclosure and Barring Service ("DBS") documents are up to date?
16.2	What procedures and processes do you have in place to ensure vehicles are checked on a daily basis and how are defects reported, recorded and rectified?
<b>17</b>	<b>Driver Etiquette and Cleanliness</b>
17.1	Please provide information regarding your policies on driver etiquette and cleanliness. Please attach any policy document that supports your answer.
17.2	Please provide any information regarding your policy on vehicle cleanliness.

<b>18</b>	<b>Complaints</b>
	What is your procedure for dealing with any complaints?
<b>19</b>	<b>Contract Management</b>
19.1	What procedures and systems do you have in place to monitor the performance of the services that you operate?
19.2	Explain how you will manage communication with the Council to ensure that your service continues to meet the Council's needs?
19.3	Please provide information how, within the relevant scope of the contract, your company will identify hazards/carry out risk assessments/evaluate the risks and decide on precautions/review and update assessments as and when is necessary?

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<b>20</b>	<b>Carbon Footprint</b>
	Please state how you will assist the Council in its commitment to reducing CO2 emissions and reducing its carbon footprint.
<b>21</b>	<b>Continuous Improvement</b>
	The Council wishes to ensure that continuous improvement and additional savings are delivered throughout the contract term. Please detail any processes you will use to drive continuous improvement and implement innovations to the contract.

### **Part C: Signed Undertaking**

I/We certify that the information supplied is accurate to the best of my/our knowledge and that I/we accept the conditions and the undertakings requested in the questionnaire. I/We understand that false information could result in my/our exclusion from the tender list for the Vale of Glamorgan Council's Passenger Transport Services 2019 (excluding Local Bus Services) Dynamic Purchasing System.

I/We also understand that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or reward to any Service or Public Body and that such action will result in my/our exclusion from this tender and from working with the Vale of Glamorgan Council in the future.

I/We are aware of the Vale of Glamorgan Council's declared opposition to any form of discrimination in employment on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation, and it will not enter into a contract with any person or body that is known to practice or permit such discrimination.

I/We further undertake to notify you of any material change in my/our circumstances or change in the information supplied herein.

Signed:

Designation:

For and on behalf of:

Date:

The Undertaking should be signed by the Applicant, who confirms that he/she has the appropriate authority to sign this PQQ in his/her own name and on behalf of the Organisation

Before returning this Application Form please ensure that you have:

- a) answered all the questions appropriate to your application
- b) enclosed all relevant support document
- c) signed the above Undertaking.

# **Vale of Glamorgan Council**

## **PASSENGER TRANSPORT**

### **Service Specification**

This document details the requirements of the Council and the specification that must be followed by Contractors to whom routes are awarded.

## **SECTION ONE: APPLYING TO ALL SERVICES**

## **SECTION TWO: SERVICE SPECIFIC REQUIREMENTS**

## **SECTION ONE: APPLYING TO ALL SERVICES**

- 1) CONTRACT MANAGEMENT SPECIFICATION**
- 2) QUALITY OF SERVICE**
- 3) CONTRACT PERFORMANCE SCHEDULE**
- 4) SUSPENSION OF THE CONTRACT**
- 5) CODE OF CONDUCT**
- 6) VEHICLE SPECIFICATIONS (GENERAL) AND GENERAL REQUIREMENTS**

## **1 THE CONTRACT MANAGEMENT SPECIFICATION**

- 1.1 The contractor's performance will be monitored in relation to service provision and quality, as detailed in point 3: Contract Monitoring. The contract requires the service specification and individual route specification to be adhered to through out the life of the agreement. Failure to do so will result in contract performance penalties being applied.
- 1.2 The objective of the Contract Monitoring schedule is to achieve a rapid and acceptable correction of any deficiencies, in the event of an unsatisfactory operation being brought to the attention of the Council during the operation of the contract. The Contract Monitoring schedule is not a tool by which the Council expects to save money but rather a method for ensuring standards are maintained and for calculating contract performance which can be applied in a spirit of co-operation with the emphasis on provision of service.
- 1.3 If any journey operates more than 10 minutes late, the contractor must satisfy the Authorised Officer within the Council (to be notified at point of route award) that the reasons were beyond the contractor's control (it should be noted that undertaking hires for schools will not be considered out of the contractor's control). Failure to do so may also result in contract performance penalties being incurred.
- 1.4 Overall contract management will be administered in accordance with the provisions of this specification by the Vale of Glamorgan Council (herewith referred to as "The Council" or VOGC). The suppliers' allocated routes will be required to hold regular meetings, as required, with VOGC at no extra cost to VOGC to discuss both the running of the contract and any benefits that could be realised through service improvement. Suppliers will be required to submit management information reports as requested. This is detailed in individual service specifications.

## **2 QUALITY OF SERVICE**

- 2.1 The Council regards the quality of service as imperative, and the contractor must take all reasonable steps to ensure that, as well as operating all the specified journeys, the service is provided to the required quality. The Council will monitor the service and will also investigate complaints received from passengers. This will include speaking with all parties involved (including but not limited to drivers, passenger assistant, passengers, parents (where applicable), schools, any witnesses, and person(s) raising the complaint) to gather as much information as possible, and investigating this fully.
- 2.2 The Council recognises that unreliability can be caused by circumstances beyond the control of the contractor; however, failures to adhere to the agreed requirements of any allocated routes, which in the opinion of the Authorised Officer could reasonably have been foreseen or otherwise avoided by the contractor, may result in contract performance penalties being applied. Where the Council undertakes a check on performance, in the event of a fail decision on such a check, a further series of monitoring checks will be initiated on the contract in question.
- 2.3 If, from any source, the Council receives information that the contractor has failed to meet the required standards, the Council will investigate as described in Point 2.1. The onus will be on the contractor to satisfy the Authorised Officer that any alleged irregularities did not occur, providing whatever evidence acceptable to the Authorised Officer which may be available. In the event of conflicting evidence over an alleged incident the Council reserves the right to give greater weight to the evidence presented by the complainant. Such right will not be unreasonably exercised.
- 2.4 Where there is a repeat occurrence of incidents/complaints the Council will contact the contractor by telephone for an immediate verbal response. A written response will also be required within 24 hours, which will be investigated as described in Point 2.1
- 2.5 Suppliers will be required to submit Management Information (MI) reports as requested. The Management Information requirements are detailed further in Section Two.

### **3 CONTRACT PERFORMANCE SCHEDULE**

- 3.1 If the Council is satisfied that the Contractor has failed to meet the required quality of service or any other clause of the Contract / this specification, contract performance penalties may be issued against that Contractor. Where, on contract renewal, the Contract is re-awarded to the same Contractor, any warnings which had been issued within the last six months of the previous Contract period, may be taken into account if contract performance penalties are included on the new Contract. The Council will at all times work with the Contractor to improve performance and resolve any queries or issues leading to concerns over the standard of service delivered.
- 3.2 For most matters, a contract performance schedule is operated. These are detailed below.
- 3.3 Penalties will range from caution, warning and termination depending on the severity of the issue. Repeated issues of the same nature, or failure to adhere to the Codes of Guidance by the operator, driver and/or passenger assistant could result in escalation of the penalty given.
- 3.4 For all contracts, any operator who has a contract terminated may be prevented from tendering for future contracts for a twelve month period.

**3.5 Table 1: List of Contract Performance points for poor performance**

	INCIDENT	LEVEL OF WARNING		NOTES
		BUSES	OTHER	
	Late running – between 5 and 10 minutes	Caution		Local Bus Service Contracts Only
	Late running – 10 minutes or more	Caution	Caution	N/A to Local Bus Service contracts
	Early running – between 2 and 4 minutes	Caution		Local Bus Service contracts only
	Early arrival at School/Establishment – more than 15 minutes before scheduled time (unless prior approval is gained by the authorised officer)	Caution	Caution	N/A to Local Bus Service contracts
	Failure to apply for an ID badge for a new Driver / Passenger Assistant	Caution	Caution	
	Failure to adhere to the “no pass, no travel” policy by not checking bus passes on every journey	Caution		School Transport Contracts only (where bus passes have been issued)
	Failure to display School Bus signs and use hazard lights at bus stops	Caution		Applies to PSV only as specified by the Road Vehicles Lighting Regulations 1989 as amended or varied
	Failure to notify the Authorised Officer of a complaint received by the Contractor	Caution	Caution	
	Failure to display Signs/Notices/Route number required by the Council	Caution	Caution	Failure to display Signs/Notices required by the Council
	Failure of Drivers and Passenger Assistants to present a Vale of Glamorgan Council identity badge on demand	Caution	Caution	If it is found that the driver and/or passenger assistant do not have a valid DBS check, this will lead to an immediate formal warning and possible suspension pending termination.  N/A to Local Bus Service Contracts
	Other infringement of Driver/Passenger Assistant Code of Conduct	Caution	Caution	Possible suspension pending termination depending on severity of infringement.  N/A to Local Bus Service

				Contracts
	Destination signs are misleading, not displayed, unlit or non-compliant	Caution		Local Bus Service Contracts only
	Twitter account not updated with service information as required	Caution		
	No smoking/vaping signs are not displayed	Caution	Caution	
	Failure to provide adequate heating or cooling system within vehicle	Caution	Caution	
	Failure to notify, and agree with, the Authorised Officer any changes to the specified timetable, route and passenger(s) being transported	Warning	Warning	Failure to notify, and agree with, the Authorised Officer any changes to the specified timetable, route and passenger(s) being transported
	Vehicle not equipped with fully operable two-way communication/radio equipment or mobile phone	Warning	Warning	Vehicle not equipped with fully operable two-way communication /radio equipment or mobile phone
	Operating via incorrect route or failure to adhere to agreed bus stop/pick up points/times	Warning	Warning	Operating via incorrect route or failure to adhere to agreed bus stop/pick up points/times
	Late running – between 10 and 15 minutes	Warning		Local Bus Service Contracts Only
	CCTV not working	Warning	Warning	Where applicable
	Persistent failure to respond to reasonable communications from the Authorised Officer.	Warning	Warning	i.e. Phone or e-mail
	Failure to keep records (including CCTV Footage) or provide documentation on request to the authorised officer	Warning	Warning	
	Failure to display appropriate operating licence	Warning	Warning	
	Use of Drivers and Passenger Assistants who have not been trained to required level of the contract (without prior approval from the authorised officer)	Warning	Warning	This may lead to suspension pending termination
	Failure to complete all or part of scheduled journey	Warning	Warning	Deductions may also be made to the daily contract price, appropriate to the mileage not completed

	Use of smaller vehicle than contracted, unless prior approval has been granted by the Authorised Officer	Warning	Warning	In the event of overcrowding or passengers not able to be transported, this would lead directly to a formal warning
	Failure to notify the Authorised Officer of a problem with providing transport, such as mechanical breakdown, sickness of Driver and Passenger Assistant etc.	Warning	Warning	
	Failure to obey instructions issued or procedures implemented by the Authorised Officer	Warning	Warning	
	Due diligence of contractor in line with code of conduct	Warning	Warning	
	Early running – more than 5 minutes	Warning	Warning	Local Bus Service Contracts Only
	Use of vehicle which does not meet specification or is non-compliant without prior approval from the authorised officer	Warning	Warning	
	Tracking System not operational	Warning		
	Early arrival – not waiting at the School grounds		Warning	ALN and Primary School contracts only
	Driver smoking during operation of the Contract	Warning	Warning	
	Failure to make contact with operator within a reasonable timeframe	Formal warning	Formal warning	This will result in a formal written warning. Failure to comply to the required standards after this will result in the immediate termination
	Failure to use required safety equipment correctly, i.e. seat belts, wheelchair restraints or harnesses	Formal warning	Formal warning	This will result in a formal written warning. Failure to comply to the required standards after this will result in the immediate termination
	Failure to keep vehicle in good state of repair and clean, both inside and out (without good reason)	Formal warning	Formal warning	This will result in a formal written warning. Failure to comply to the required standards after this will result in the immediate termination.
	Doubling up Routes (without prior approval from an authorised officer)	Formal Warning	Formal Warning	This could lead to contract termination

	Knowingly used a defective vehicle which is likely to attract an immediate prohibition	This will lead to immediate suspension pending termination
	Failure to produce vehicle for Inspection by any appointed representatives from the authorised officer	This will lead to immediate suspension pending termination
	Use of unlicensed/uninsured vehicles	This will lead to immediate suspension pending termination
	Carriage of animals (except for working dogs e.g. guide dogs for the blind / deaf / disabled etc.)	This will lead to immediate suspension pending termination
	Failure to carry specified Passenger Assistant as required without prior approval from the authorised officer	This will lead to immediate suspension pending termination
	Use of Drivers and Passenger Assistants who do not comply with terms and conditions (without prior approval from the authorised officer)	This will lead to immediate suspension pending termination
	Use of Drivers and Passenger Assistants not previously notified to the Council (without prior approval from the authorised officer)	This will lead to immediate suspension pending termination
	Use of Drivers and Passenger Assistants who have not been issued with VOGC, or other approved, Identity badge (without prior approval from the authorised officer)	This will lead to immediate suspension pending termination N/A to Local Bus Service Contracts
	Use of unlicensed Drivers/ non PSV drivers	This will lead to immediate suspension pending termination
	Use of Mobile Phone whilst driving (other than Hands free phones)	This will lead to immediate suspension pending termination
	Sub-Contracting or assigning without the Council's prior agreement	This will lead to immediate suspension pending termination
	Carriage of unauthorised passengers	This will lead to immediate suspension pending termination
	Child protection or vulnerable adult issues	This will lead to immediate suspension pending termination
	Failure to have the valid Insurance documentation or operators licences	This will lead to immediate suspension pending termination
	Failure to supervise / transfer passengers into responsibility of responsible person, where this has been indicated as a requirement in the route detail	This will lead to immediate suspension pending termination

	Leaving children / vulnerable clients unattended on any vehicle	This will lead to immediate suspension pending termination
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#### **4 SUSPENSION OF THE CONTRACT**

- 4.1 Where the Authorised Officer believes a serious breach of Contract has occurred, the specified service (route) may be immediately suspended pending termination. The Contractor will be informed in writing and has the right of Appeal against this decision as set out below. If no Appeal is made or if the Appeal is refused after the procedure has been followed the Contract to continue that route will be terminated, and the route reallocated. During the suspension period the Authority will make alternative arrangements to provide the transport and no payment will be made to the Contractor during the period of suspension. Any additional costs for providing cover during the suspension period will be charged to the Contractor.
- 4.2 If a Contractor repeatedly gives cause for concern, the Council may investigate all routes allocated to them, and if there are concerns over capability reserves the right to take further action, including withdrawing of service(s).
- 4.3 The Contractor will be notified of any sanctions to be imposed and will be given the opportunity to comment on any alleged incident before any sanctions are applied, as part of the investigation process. The Contractor will have the right to appeal in writing to the Authorised Officer against the issue of any warning or notice of termination, within 7 days of notification. The Transport Services Manager, Neighbourhood Services and Transport, whose decision will be final, will determine such an appeal. The Contractor is required to give all assistance requested including provision of information and if requested personal attendance at a meeting.
- 4.4 The Council shall not be liable to meet any costs of the Contractor in connection with any appeal or investigation, nor give any compensation or payment for any services not actually performed under the Contract.

## **5 CODE OF PRACTICE FOR DRIVERS AND PASSENGER ASSISTANTS**

- 5.1 Relevant Code of Practice documents for drivers, passenger assistants and operators are separate to this document. The contracting operator must ensure these documents are adhered to by each relevant party in order to maintain the standard of service required by the Council.
- 5.2 It is the contractor's duty to ensure that all drivers and passenger assistants understand and comply with relevant Codes of Practice. Evidence of this must be recorded and may be requested by the Council at any time.
- 5.3 It is the contractor's duty to ensure all drivers and passenger assistants are suitable for the role they are employed to undertake. For this purpose they can refer to the Vale of Glamorgan Council's Safer Recruitment policy (which is attached).

## **6 VEHICLE SPECIFICATIONS AND GENERAL REQUIREMENTS**

- 6.1 All Vehicles (including fare paying school bus services) must be fitted with seat belts and preferably a 3 point all age seat belt, which meet all legal requirements, to all seats (except on local bus services). Every passenger carried shall be provided with their own seat (other than Local Bus Services).
- 6.2 Where identified as a requirement in the details of the allocated route / service, child safety seats, booster cushions or other seating equipment will be provided by the Contractor. Specialist seating which is client specific will be addressed on an individual basis. No child, irrespective of age, is to be carried in the vehicle unless appropriate seating is available and correctly fitted.
- 6.3 If so required, the Contractor must at his/her own expense make available any vehicles used in the operation of this Contract for inspection by the Authorised Officer or another person nominated by him/her, at a time and place to be determined by the Authorised Officer. Failure to produce the vehicle for inspection without a reasonable explanation will be managed in line with the contract management specification.
- 6.4 If, in the opinion of the Authorised Officer or his/her representative, any vehicle has a defect which could affect the safety of passengers or other road users, the Contractor must cease to use that vehicle on the Contract immediately (or as directed in writing by the Authorised Officer) until the defect has been rectified to the satisfaction of the Authorised Officer, and at the Contractor's expense provide a suitable replacement. The Authorised Officer may notify the authority licensing the vehicle or the Driver and Vehicle Standards Agency (DVSA) of any defects that are found.
- 6.5 The Contractor must permit the Authorised Officer to inspect any premises used by the Contractor for the storage and maintenance of vehicles used on the Contract at any reasonable time. If a third party services such vehicles, the Contractor must ensure that the maintenance agreement with the third party provides that the Authorised Officer may inspect the premises used in accordance with this Clause.
- 6.6 The Contractor must permit the Authorised Officer to inspect any vehicle used by the contractor prior to and throughout the duration of the service, and if any vehicle

is found not to comply with the specification, the Council reserves the right to terminate the route with immediate effect.

- 6.7 The Contractor must ensure that any vehicle used on this Contract is in a clean condition both internally and externally at the commencement of every day's operation of the Contract, and as far as practicable is kept in a clean condition at all times and that furnishing and fittings are in good condition.
- 6.8 Vehicles must be equipped with an adequate heating and cooling system.
- 6.9 All vehicles should be contactable at all times. Any use of communication equipment must be undertaken in a safe manner and in compliance with the Road Vehicles (Construction and Use) Regulations 1986, or as amended.
- 6.10 The Authorised Officer must be able to contact all vehicles used on the Contract, either directly or indirectly through the Contractor's base. If the system is through the Contractor's base or premises then the Contractor will ensure that this base is occupied throughout the operating hours of the Contract with employees able to respond to enquiries or emergency contact.
- 6.11 All vehicles used on the Contract must display any signs or notices issued by the Council both inside and outside the vehicle.
- 6.12 For School Transport, Additional Learning Needs Transport or Community and Children's Services Transport Contracts only, the use of radios and/or video/DVD players on vehicles is permitted but it is the responsibility of the driver to ensure that they only transmit material suitable for clients.
- 6.13 Where the Contractor states on the Tender that a vehicle with a passenger carrying capacity greater than that required in the Specified Service will be provided and the Council accepts this in the Acceptance Letter all the capacity of the vehicle may be taken up by the Council at no extra charge.
- 6.14 The Contractor shall be responsible for paying any bus station fees or road tolls. The Contractor shall also be responsible for obtaining authority to operate over private roads and on to private property, if appropriate, and shall comply with any conditions, which may be specified by the owner for its use. The Contractor shall ensure that any vehicles proposed to be used on the Specified Service do not conflict with any height, width, weight or other physical restrictions along the route.

- 6.15 The Contractor shall in the event of adverse conditions, outside his/her control preventing him/her from operating the Contract in full, notify the Authorised Officer by telephone as soon as possible giving details of the duration and extent of the interruption to the specified service.
- 6.16 The Contractor must make suitable arrangements to deal with lost property and give reasonable assistance to passengers in reclaiming any property recovered on the vehicles.
- 6.17 Any vehicle being used on this Contract must at all times be maintained in a fit and roadworthy condition, comply with all relevant legislative requirements, and conform to any other requirements specified in the Contract. The current Motor Vehicle Test Certificate for such a vehicle must be produced for inspection by the Authorised Officer on request. The vehicle(s) used must not be of a smaller seating capacity than that specified for the specified service, unless pre-agreed with authorised officer.
- 6.18 Where fitted, the contractor must ensure that all lifts are Lifting Operations and Lifting Equipment Regulations (LOLER) tested and approved throughout the duration of the contract and provide copies of the certification upon request by the authorised officer. All tail lifts must be fitted with a safety If the contract requires wheelchair users to be carried, the vehicle and operations must comply with the Department of Transport's Code of Practice VSE 87/1 "The Safety of Passengers in Wheelchairs on Buses" and all future updates and amendments thereto. If the Contract requires the carriage of passengers in specially adapted seats, their design, fitting and use must comply with the recommendations of the Medical Devices Directorate Guidance Note MDD92/07 and all future applicable guides, updates and amendments thereto. Contractors will be expected to keep up to date with any changes in practice, new guides, or product recalls. This information can be obtained from [www.mhra.gov.uk](http://www.mhra.gov.uk)
- 6.19 The Contractor must notify the Authorised Officer immediately in writing of any alteration, suspension or revocation of a vehicle licence issued to the Contractor made by the authority issuing the licence, whether for maintenance or other reasons.
- 6.20 Where a vehicle is fitted with childproof locks on the rear doors, these must be used while the vehicle is carrying children under the age of 14 (or under the age of

18 for children with additional learning needs or for any other passenger identified through a risk assessment), unless instructed otherwise.

- 6.21 The seating capacity of the vehicle is not to be exceeded under any circumstances unless it is on a local registered bus service where standees and 3 for 2 rule applies. If more passengers are transported than there are seats available on any other vehicle the Contract will be suspended immediately pending investigation.
- 6.22 The Contractor shall comply with all provisions of the Road Traffic Acts and Statutory Rules and Orders made there under so far as the same are applicable to any vehicle or vehicles used in pursuance of this agreement.
- 6.23 The Contractor shall comply with the provisions of all statutory and other requirements from time to time in force not otherwise specifically referred to in these conditions.
- 6.24 The Contractor shall provide vehicles suitable for the said purpose which comply with the vehicle specification detailed, and where applicable and at all times shall keep the same in a proper state of mechanical repair and condition, shall allow the vehicles to be inspected by the Council and to be put to such test at his/her own expense as the Council considers necessary, and shall abide by the decision of the Council as to the suitability of such vehicles as to both their construction and condition for such purpose.
- 6.25 No unauthorised passengers are to be carried. The unauthorised transfer of passengers could result in the Contract being suspended.
- 6.26 It is the Contractors responsibility to ensure that all Passenger Assistants and Drivers are physically able, medically fit, with a responsible attitude and have due regard to the nature of the services being provided. The Council may request a medical certificate. Where the Council has reason to doubt the suitability of a Passenger Assistant or Driver, the Contractor must allow the Authorised Officer to inspect their employment file.
- 6.27 The Contractor shall fulfil all statements of intent that were made when applying for his/her Public Service Vehicle Operators Licence / Private Hire Operators Licence, including in regard to maintenance.

- 6.28 The Contractor must ensure that any driver of a vehicle used on the Contract possesses a current, valid Driving Licence for that type of vehicle, and, in the case of the Contract requiring Hackney Carriages/Private Hire Vehicles, is duly licensed as a Hackney Carriage or Private Hire Driver by the authority which has issued the Contractor's licence. The Driver must be able to produce the Driving Licence within seven days of the request from the Authorised Officer. Failure to produce the documentation within this timescale will result in the immediate suspension of the Contract.
- 6.29 Where the Contract requires a Hackney Carriage, Private Hire or Passenger Carrying Vehicle and the Driver is an owner/Driver acting as an Agent for the Contractor, the contractor is responsible for meeting all the provisions of this Contract.
- 6.30 The Contractor must ensure that the Contractor's public liability and motor insurance policy covers all Drivers and Passenger Assistants employed on the Contract and meets all minimum requirements. It is the responsibility of the Contractor to affect appropriate insurance cover against injury to Drivers / Passenger Assistants in the performance of their duties, and the Council will accept no liability for any injury sustained under any circumstances. Minimum / required insurance levels are detailed in the Invitation to Tender document.
- 6.31 The Contractor shall not employ, sub-contract or associate with any third party that may constitute a danger to any member of the public and further ensure that all persons at work are correctly vetted and safe.
- 6.32 Where the Contract carries a Passenger Assistant and they leave the vehicle to assist a passenger to/from the vehicle the Driver must, as far as is practicable, assume the duties of the Passenger Assistant for any passengers who remain in the vehicle.
- 6.33 Drivers must be able to communicate and understand English to a standard that would enable them to deal appropriately and without delay with any issue that may arise during the operation of the Contract.
- 6.34 The Contractor must at his/her own cost have and keep in force a current Hackney Carriage Licence and/or Private Hire Operator's Licence or PSV Operator's Licence where appropriate for this size of vehicle, issued in the name of the

Contractor at all times throughout the period of the Contract, authorising the operation of the appropriate type of vehicle(s) and comply with all the conditions contained therein. Appropriate Licence Plates must be permanently affixed to the vehicle and clearly displayed and a valid Vehicle Excise Duty disc displayed.

- 6.35 The Contractor shall produce the Licence(s) for inspection when required to do so by the Council, and authorises the Council to contact the authority issuing the Licence to resolve any queries.
- 6.36 The Contractor must notify the Authorised Officer immediately of any change to, or disciplinary action taken against, his/her Licence(s), including changes of address or operating centre. The Contractor must comply with all conditions attached to any licence.
- 6.37 The Contractor must notify the Authorised Officer of any impending investigation or inquiry that is being or to be undertaken, including Traffic Commissioner Public Inquiry and Taxi Licensing Committee.
- 6.38 This Contract shall be invalid and of no force or effect during any period that the Contractor does not have a required Licence / Operators Licence, or if any Licence previously granted has been revoked or suspended for any reason, or has had conditions attached to it which prohibit or limit the operation of any service which is the subject of the Contract with the Council. At the Council's discretion, the Contract may be terminated immediately in these circumstances.
- 6.39 If there are any changes to the specified route (change of driver, passenger assistant, vehicle or passengers) the contractor must inform and obtain authorisation from the authorised officer before making any change to the service.
- 6.40 The Contractor must ensure that all vehicles are covered by a daily vehicle defect recording system that includes nil returns by the driver.

## **SECTION TWO: SPECIFIC SERVICE REQUIREMENTS:**

### **BUSES 17 – 74 SEATERS:**

- 1) HOME TO SCHOOL TRANSPORT SERVICE SPECIFICATION
- 2) DRIVER / PASSENGER ASSISTANT REQUIREMENTS AND TRAINING
- 3) LICENCES AND LEGISLATION
- 4) CONTRACTOR AND DRIVER RESPONSIBILITIES
- 5) CCTV REQUIREMENTS
- 6) MANAGEMENT INFORMATION
- 7) STATUTORY TRANSPORT SERVICE SPECIFICATION
- 8) NON-STATUTORY TRANSPORT SERVICE SPECIFICATION
- 9) LOCAL BUS SERVICE CONTRACT CONDITIONS

### **MINIBUSES 1 – 17 SEATS AND ALL WHEELCHAIR CARRYING VEHICLES:**

- 10) ADDITIONAL LEARNING NEEDS (ALN), DISABLED ADULT LEARNERS, ADULT AND CHILDREN'S SERVICES SERVICE SPECIFICATION
- 11) CONTRACTOR AND DRIVER RESPONSIBILITIES
- 12) DRIVER / PASSENGER ASSISTANT REQUIREMENTS AND TRAINING
- 13) VEHICLE SPECIFICATIONS AND REQUIREMENTS
- 14) CCTV REQUIREMENTS (PCV LICENSED VEHICLES & SECTION 19 PERMIT LICENSED VEHICLES)
- 15) LICENCES AND LEGISLATION
- 16) MANAGEMENT INFORMATION

### **ALN, CHILDRENS AND ADULTS TAXIS UPTO 8 SEATS:**

- 17) SERVICE SPECIFICATION: ADDITIONAL LEARNING NEEDS (ALN), DISABLED ADULT LEARNERS, ADULT AND CHILDREN'S SERVICES
- 18) HOME TO SCHOOL TRANSPORT SERVICE SPECIFICATION
- 19) DRIVER / PASSENGER ASSISTANT REQUIREMENTS AND TRAINING
- 20) VEHICLE SPECIFICATIONS AND REQUIREMENTS
- 21) LICENCES AND LEGISLATION
- 22) MANAGEMENT INFORMATION

# **SPECIFIC REQUIREMENTS**

## **BUSES 17 – 74 SEATERS**

The following pages detail the specific requirements buses that carry 17 passengers or more and are **in addition to** the general requirements detailed previously.

## 1. HOME TO SCHOOL TRANSPORT SERVICE SPECIFICATION

- 1.1. This specification covers the requirements of the council for bus services for vehicles over 17 seats. These bus services will transport mainstream pupils to school. The service provision is required to operate during term times only, during the academic year and for schools this is approximately 190 days a year over 38 weeks, (the term times can vary each year and per school). Not all transport operates on a daily basis.
- 1.2. Contracts / routes allocated will be based on the mileage covered from first pick up of pupil or client (either at a bus stop or home address, as advised when the route is awarded) to the school or destination, and on the return journey from the school / pick up point to the final passenger drop off. Note, this does not include pick up / drop off of Passenger Assistants.
- 1.3. At all-times passengers must be transported with dignity. Some elements of this provision may require a regular Driver and some cases a Passenger Assistant on every journey.
- 1.4. The contractor must ensure all pupils are transported from and to the required pickup points/destinations at the specified times for all routes and ensure hand over to a responsible adult, specifically for ALN and primary school pupils.
- 1.5. The Contractor shall undertake a risk assessment of the school route to be undertaken, and amend as appropriate, as per the "Guidance on Home to School Transport Risk Assessments" issued by the Welsh Government. These are to be submitted to the Authorised Officer and reviewed as agreed.
- 1.6. Where Public Service Vehicles are used they must display School Bus signs as prescribed by the Road Vehicles Lighting Regulations 1989 as amended or varied and arrange that they are displayed in accordance with the guidelines issued by the DVSA and only when the vehicles are engaged in carrying schoolchildren.
- 1.7. The Contractor shall have and keep in force a Public Service Vehicle Operators Licence of the relevant classification as required by Section 12 of the Public Passenger Vehicles Act 1981, and any statutory modifications, amendments or replacements thereof, as in appropriate to the Contracts. The Contractor shall also provide competent drivers duly licensed in accordance with Section 12 of the Public Passenger Vehicles Act 1981, or where necessary duly licensed in accordance with the Local Government (Miscellaneous Provisions) Act 1976, or any statutory

modifications, amendments or replacements thereof. The contractor and his/her employees shall be required at any time to produce these licences for inspection by any officers authorised by the Council.

- 1.8. In the case of misconduct, the Contractor must ensure that a passenger is not refused entry to, or removed from a Contracted vehicle unless there is a serious risk to health and safety. In such cases, the passenger must be returned to the care of the school, or his/her parent/guardian or a Police Officer, and the incident investigated. All incidents of misconduct by passengers must be reported to the Council so that action can be taken under the Welsh Government's Travel Behaviour Code.
- 1.9. In the event of a vehicle being delayed by over 10 minutes, while carrying passengers or going to pick up passengers, the Authorised Officer must be advised immediately by telephone.
- 1.10. Where the Head Teacher or Authorised Deputy decides not to open the School, or the Authorised Officer decides to withdraw school transport because of inclement weather or other issue, the Contractor will be informed by the School or Authorised Officer as soon as is practicable. The Contractor will be entitled to claim 50% of the daily cost of the Contract for up to the first 5 days of closure only. No subsequent payment will be made. If the Contractor is informed on the day that an establishment will be closing the contractor can claim 100% of the daily rate for that service.
- 1.11. The Contractor should ensure that Drivers check all passes (or, where appropriate, passenger lists provided by the Council) to ensure that only passengers with valid authorisation are transported free of charge. The Council operates a "no pass, no free travel" policy on all Secondary School/College Contracts. Where the driver has reason to believe that a child is entitled to receive free transport and their name is on the authorised list they may allow them to travel without a bus pass for a period of 5 consecutive days and they must warn the child that they need to get either a replacement bus pass from the Council, a temporary pass from the school or they will be refused transport after these 5 days unless authorised to extend this period by the Authorised Officer, the Contractor must also notify the Authorised Officer immediately with the pupils details.
- 1.12. Where the Contractor is required to perform Services on Council premises, the Contractor shall use all reasonable endeavours to ensure that its operations do not

disrupt the orderly running of those premises and that its employees behave with due consideration toward Council staff and others present on those premises.

- 1.13. A maximum speed limit of 10 mph is to be observed when operating on school premises, unless the establishment has imposed their own lower limit. Speed limits of all establishments must be adhered to.
- 1.14. The member of staff on duty within an establishment has a responsibility to ensure transport is operating safely, and Drivers should co-operate with his/her instructions regarding parking and departing. If an establishment has a policy that vehicles should not move whilst passengers are crowding around, then, even if all passengers allocated to the Contract are on board, the vehicle should not depart unless the member of staff sanctions the departure.
- 1.15. The vehicle(s) operating the Contract shall arrive/ depart the establishment as detailed in the Specified Service. This will ensure that all vehicles are parked and stationary before the passengers arrive in the loading area. If a Contract picks up at more than one establishment, then this requirement may be suspended in respect of the second establishment. Whilst waiting for passengers, engines must be stopped.
- 1.16. The Contractor shall ensure that all recognised bus stops along the line of route are observed (except where the Specified Service stipulates otherwise) and shall allow any pupil waiting at any of the pick-up points listed in the Specified Service to board as long as they have a valid bus pass for that service and be conveyed on the vehicle(s) used by the Contractor to provide the service. This is subject to the seating capacity of the vehicle not being exceeded, and any further conditions agreed in writing between the Council and the Contractor.
- 1.17. Vehicles - The Contractor shall provide vehicles suitable for the said purpose which comply with the vehicle specification as detailed in the route/contract specification and at all times shall keep the same in a proper state of mechanical repair and condition, shall allow the vehicles to be inspected by the Council and to be put to such test at his/her own expense as the Council considers necessary, and shall abide by the decision of the Council as to the suitability of such vehicles as to both their construction and condition for such purpose.
- 1.18. Any vehicle(s) used in pursuance of this Contract must:

- 1.18.1. Have seat belts fitted to all seats (lap belt, 3 point belts or age appropriate 3 point seat belts) in line with Welsh Government Safety Measure.
- 1.18.2. Be appropriately in line with PSV/PCV legislative requirements
- 1.18.3. Include a sign indicating the route detail / number and destination
- 1.18.4. Be fitted with a power operated entrance door which is capable of being remotely controlled by the driver at all times.
- 1.18.5. Be easily distinguishable, especially when approaching a stop by displaying the contractor's name or service identity prominently on the exterior
- 1.18.6. Be cleaned to a high standard (internally and externally), washed and swept regularly and have fittings and furnishings in good condition
- 1.18.7. Be fitted with an adequate tracking system that will allow the operator to confirm where a vehicle used as part of this contract is at any one time. The tracking system should have functionality that will allow information to be sent to an authorised officer as required.
- 1.18.8. The operator must have set up and regularly monitor a company twitter account. The twitter account must be provided on award of contract and will be added to timetables sent out to pupils. Operators will be expected to inform pupils immediately, via the twitter account, of any information relevant to service delivery.
- 1.18.9. Be single decked unless agreed otherwise.

## **2. DRIVERS / PASSENGER ASSISTANT REQUIREMENTS AND TRAINING**

- 2.1. All Drivers and Passenger Assistants working on School Transport (local bus service or contracted) contracts must have undertaken relevant training for the service they are working on and as a minimum must be familiar with the Council's Code of guidance document (this will be the responsibility of the Contractor to ensure).
- 2.2. If it is identified that Drivers or Passenger Assistants are working on contracts without having received the required training for that contract, this will be deemed a severe breach of contract and appropriate action will be taken in line with the Performance Management Specification.
- 2.3. Drivers and Passenger Assistants may be required to attend a Council run training course during the period of this contract and attendance will be considered mandatory. Failure to attend the training courses will mean that the Driver or Passenger Assistant is unable to continue to work on a Vale of Glamorgan Council contract until the required training is undertaken.
- 2.4. The Contractor shall not employ, sub-contract or associate with any third party that may constitute a danger to any member of the public and further ensure that all persons at work are correctly vetted and safe.
- 2.5. Where the Contract is for the provision of School Transport the Council requires the Contractor to adhere to the Council's Enhanced DBS Clearance Checking Procedure. Enhanced DBS clearances are to be completed and verified to the Authorised Officer's satisfaction before any Contract is undertaken. The Council may require Drivers and/or Passenger Assistants operating Local Bus Service Contracts to obtain enhanced DBS Clearance or similar vetting procedure, be it statutory or regulatory.
- 2.6. Contractors must not use any Driver / Passenger Assistants until written confirmation has been received from the Authorised Officer that they have been cleared to work on the Contract. Drivers / Passenger Assistants who have attended a DBS appointment with the Council to complete the application form are not immediately cleared for use on the Contract nor are newly employed Drivers /

Passenger Assistants who are in possession of an Enhanced DBS check covering their previous employment.

- 2.7. All Contractors / Drivers / Passenger Assistants will comply with any legislative requirement that has been or may be introduced in the future, such as the Safeguarding Vulnerable Groups Act 2006 or similar.
- 2.8. All Contractors / Drivers / Passenger Assistants will be able to present at all times during the performance of this Contract a Vale of Glamorgan Council Passenger Transport approved Identity Badge, unless the Driver / Passenger Assistant is a holder of a Private Hire taxi badge. Passenger Transport ID badges will only be issued after the Enhanced DBS clearance has been obtained. The badge must be carried at all times during the execution of the Contract. The Council will supply the initial badge but any replacement will be charged for at cost (currently £10). The use of any other Driver / Passenger Assistant may be regarded as a serious breach of Contract and may result in termination of the Contract, but will be managed in accordance with Section 3: Contract Monitoring.
- 2.9. The Contractor will bear the cost of initial and subsequent DBS clearances for all of his/her Drivers / Passenger Assistants.
- 2.10. If the Contractor becomes aware of any actual or intended prosecution for an offence against any Driver / Passenger Assistant, or is given any other reason to doubt the suitability of any individual Driver / Passenger Assistant, the Contractor must consult immediately with the Authorised Officer and follow the Authorised Officer's directions. Should any Driver / Passenger Assistant employed by the Contractor be informed by the Police that a prosecution is to be considered for any offence arising as a result of the operation of the Contract, the Contractor must immediately notify the Authorised Officer.
- 2.11. Where the Contract carries a Passenger Assistant and they leave the vehicle to assist a passenger to/from the vehicle the Driver / Passenger Assistant must, as far as is practicable, assume the duties of the Passenger Assistant for any passengers who remain in the vehicle.
- 2.12. If the Contract requires the carriage of a Passenger Assistant employed by the Council, the Contractor must ensure that any Driver operating the service follows

the reasonable instructions of the Passenger Assistant to carry out minor variations to the Specified Service.

### **3. LICENCES AND LEGISLATION**

- 3.1. The Contractor must commence the service on the date specified in the Tender and shall be responsible for ensuring that the service is properly registered at his/her own expense with the Traffic Commissioner, if fare paying, at least 56 days before it is introduced. Any subsequent amendments must be similarly registered. If the Council requires the Contract to be amended at less than 56 days' notice it shall provide a letter of support to the Contractor, to be attached to the registration.
- 3.2. Copies of all registrations and variations must be sent at the same time to the Passenger Transport Team at Vale of Glamorgan Council and to any other Council within whose area the service is to operate. (Only applicable to local bus services and non-statutory transport).

#### **4. CONTRACTOR & DRIVER RESPONSIBILITIES**

- 4.1. The Contractor must at his/her own cost have and keep in force a current Public Service Vehicle (PSV) Operator's Licence of the relevant classification, as required by Section 12 of the Public Passenger Vehicles Act 1981, in accordance with the Public Service Vehicles (Conditions of Fitness, Equipment and Use) Regulations 1981, issued in the name of the Contractor at all times throughout the period of the Contract, authorising the operation of the appropriate type of vehicle(s) and comply with all the Conditions contained therein. Or a Section 19 Operators Licenses. The Contractor shall produce the licence for inspection when required to do so by the Council, and authorises the Council to contact the authority issuing the licence to resolve any queries.
- 4.2. The Contractor must notify the Authorised Officer immediately of any change to, or disciplinary action taken against, his/her PSV or Section 19 Operator's Licence issued by the Traffic Commissioner, or any substantial change to such licence sought by the Contractor and approved by the Traffic Commissioner. This includes changes of address or operating centre, or any request from the Traffic Commissioner to appear before him/her. The Contractor must comply with all conditions attached to any licence.
- 4.3. This Contract shall be invalid and of no force or effect during any period that the Contractor does not have an Operator's Licence, or if any such licence or permit previously granted has been revoked or suspended for any reason, or has had conditions attached to it which prohibit or limit the operation of any service which is the subject of the Contract with the Council. At the Council's discretion, the Contract may be terminated immediately in these circumstances.
- 4.4. Any vehicle being used on the Contract must at all times be maintained in a fit and roadworthy condition, comply with all relevant PSV and/or Section 19 legislative requirements, and conform to any other requirements specified in the Contract. The current Motor Vehicle Test Certificate for such a vehicle must be produced for inspection by the Authorised Officer on request. The vehicle(s) used must not be of a smaller seating capacity than that specified in the Specified Service and standing capacity will not be taken into account.

- 4.5. The Contractor must notify the Authorised Officer immediately when an Immediate Prohibition Notice (PG9) has been issued to the Contractor by a Vehicle Examiner in respect of any vehicle based and maintained at any depot of the Contractor at which vehicles to be used on this Contract are based. Failure to do so will be regarded as a serious breach of Contract and may result in termination of the Contract, pending investigation.

## 5. CCTV REQUIREMENT

- 5.1. All vehicles within this Lot must be fitted with CCTV unless previously agreed with an Authorised Officer. See below for details of requirements for each vehicle size.
- 5.2. Passenger viewing screens are not required as part of the Vale of Glamorgan Council Specification. The exception being double deck buses where a drivers viewing screen is recommended.
- 5.3. Each transport operator will be required to nominate a member of staff who will be responsible for ensuring that the equipment is working, that the appropriate investigation is undertaken in the event of an incident being reported and to produce the evidence required by the Police if and when necessary
- 5.4. Recommendation for Key Requirements / Features:
  - Records Images
  - 25 Frames Per Second
  - Sequenced Image Recording
  - Embedded Operating System
  - Video Monitor Output
  - Wireless LAN and GPS optional connectivity
  - Motion Detect Recording Triggers and Scheduled Recording
  - Downloadable content that can emailed to the authorised officer
  - Minimum hard disk size to store data for at least two days

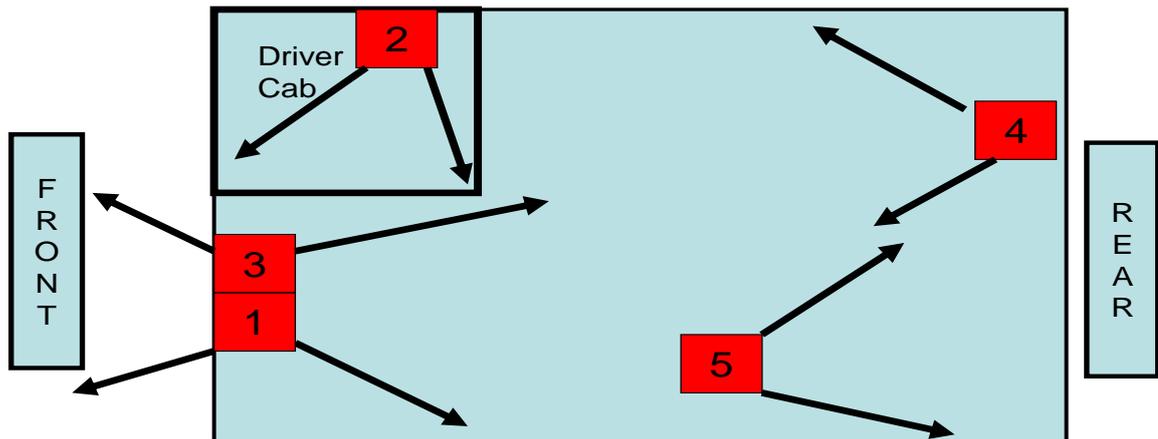
*Please note: Potential Providers may use any supplier or equipment provided you can clearly demonstrate it complies fully with Home Office guidance, i.e. achieve certification as such from the supplier who should provide suitable indemnities.*

- (i.) **All vehicles with more than 33 seats are recommended to have a minimum of a 5 camera system with the cameras positioned as per the illustrations, and with cameras as detailed below.**

Cameras: A minimum of 4 or 5 cameras positioned dependant on seats as follows:

- **Camera 1:** Position on front of vehicle monitoring the road ahead

- **Camera 2:** Positioned to view the front entrance of vehicle so a front facial shot can be obtained when passenger enters the vehicle
- **Camera 3:** Positioned at front of vehicle looking down the saloon
- **Camera 4:** Positioned on rear of vehicle looking up the saloon towards the driver
- **Camera 5:** Positioned mid way along vehicle pointing at rear seats



## **6. MANAGEMENT INFORMATION**

Reports consisting of the following information, or similar, may be requested by an authorised officer:

- 6.1. The number of pupils transported morning and afternoon on each vehicle to and from school per day.
- 6.2. The number of pupils boarding and alighting at each stop, morning and afternoon, for each route.
- 6.3. The numbers of bus pass/ fare paying pupils on morning and afternoon journeys.
- 6.4. The number and details per route number of any damage to vehicles by users (date and time, cost per instance).
- 6.5. The number and details of any behavioural incidents on each service

**7. STATUTORY SCHOOL TRANSPORT SERVICE SPECIFICATION:**

- 7.1. Vehicles operating these Contracts must also display Hazard Warning Lights when stopped to allow school children to board or alight.
- 7.2. The Contractor shall ensure that vehicles used to operate the Contract are duly licensed under Section 12 (PSV Operators' Licences) of the Public Passenger Vehicles Act 1981, and in accordance with the Public Service Vehicles (Conditions of Fitness, Equipment and Use) Regulations 1981 of the Transport Act 1985 or any statutory modifications, amendments or replacements thereof.
- 7.3. The Contractor will be supplied with lists containing the names of passengers, school year group and their travel details. The Council will supply personal information, which relates to a passenger's special requirements during the journey. Regular staff may become aware of other personal information. This information should be treated as confidential and only disclosed to the Authorised Officer.
- 7.4. Contractors who operate under Section 19 Permits must provide drivers who hold a full PCV driving license for Hire & Reward in-order to withhold a professional standard on all contracts undertaken on behalf of the Vale of Glamorgan Council.

**8. NON- STATUTORY SCHOOL TRANSPORT SERVICE SPECIFICATION:**

- 8.1 On non-statutory school transport contracts pupils may travel either with a bus pass (issued by the Council), by paying a fare directly to the driver or by using a bus pass purchased directly from the transport provider.
- 8.2 The contractor must ensure all pupils are transported from and to the required pickup points/destinations at the specified times for all routes.
- 8.3 Contractors are required to issue tickets to every pupil for each trip on receipt of a fare, tickets can be single, return or termly tickets (except for pupils issued with a Vale of Glamorgan Council bus pass, issued because they are entitled to free transport on a specified service, as indicated on the pass) . The fares charged must be in line with those prescribed by the Council.
- 8.4 Contractors are required to provide a facility to give change (except in-cases where prior approval has been given by the Authorised Officer).
- 8.5 Contractors who operate under Section 19 Permits must provide drivers who hold a full PCV driving license for Hire & Reward in-order to withhold a professional standard on all contracts undertaken on behalf of the Vale of Glamorgan Council.

## **9. LOCAL BUS SERVICE CONTRACT CONDITIONS**

- 9.1. This specification covers the requirements of the council for bus services for vehicles over 8 seats. These bus services will transport citizens within the boundary of the Vale of Glamorgan Council, when the Authority provides additional subsidised services for the public.
- 9.2. The Contractor shall during the period specified in the Contract operate the Specified Service regularly and punctually in accordance with the provisions of these Conditions.
- 9.3. The Contractor shall ensure that all recognised bus stops along the line of route are observed (except where the Specified Service stipulates otherwise) and shall allow any person waiting at any of the pick-up points listed in the Specified Service to board and be conveyed on the vehicle(s) used by the Contractor to provide the service subject to;
  - 9.3.1. The seating and standing capacity of the vehicle not being exceeded
  - 9.3.2. Tender of the appropriate fare referred to in the fares conditions
  - 9.3.3. That person producing a Vale of Glamorgan Council free pupil bus pass
  - 9.3.4. Any further conditions agreed in writing between the Council and the contractor.
- 9.4. The Contractor shall be responsible for ensuring that change is given on the bus to passengers not tendering the exact fare, except where an exemption has been given by the Authorised Officer.
- 9.5. The Contractor shall provide a scheduled public passenger transport service in accordance with the specifications contained within these Conditions.

# SPECIFIC REQUIREMENTS

## MINIBUSES AND WHEELCHAIR ACCESSIBLE VEHICLES

The following pages detail the specific requirements of minibuses and wheelchair accessible vehicles and are **in addition to** the general requirements detailed previously.

## **10 ADDITIONAL LEARNING NEEDS (ALN) DISABLED ADULT LEARNERS, ADULT AND CHILDREN'S SERVICES SERVICE SPECIFICATION**

This specification covers all Passenger Carrying Vehicle (PCV) and Section 19 licensed minibuses and Specially Adapted Minibuses that require a regular driver and passenger assistant on every journey. Some contracts will require a driver only and some contracts will also require a passenger assistant to support the passengers. The types of passengers transported on the contracts include mainstream school pupils, pupils with Additional Learning Needs (ALN), Looked After Children (LAC), vulnerable pupils, vulnerable adults and any other clients to whom the Council is required to arrange transport, normally door to door (unless specified).

- 10.1 School Transport provision is required to operate during term times only, during the academic year and for schools this is approximately 190 days a year over 38 weeks, (the term times can vary each year and per school). Not all transport operates on a daily basis.
- 10.2 The types of passengers transported on these contracts include mainstream school pupils, pupils with Additional Learning Needs (ALN), Looked after Children (LAC), vulnerable pupils, vulnerable adults and other clients that the Council is required to arrange transport for. At all times passengers must be transported with dignity and care and to client's requirements. This service will require a regular driver and in some cases a passenger assistant on every journey. Therefore the level of service provided must be in line with the requirements of each client/pupil as set out by the Authority.
- 10.3 The contractor must ensure all clients/pupils are transported from and to the required pickup points/destinations at the specified times for all routes and ensure hand over to a responsible adult, specifically for ALN and primary school pupils.
- 10.4 The contractor must also ensure that the appropriate vehicle is used to transport the vulnerable clients/pupils in line with the specific route specification.
- 10.5 In the case of misconduct, the Contractor must ensure that a passenger is not refused entry to, or removed from a Contract vehicle unless there is a serious risk to health and safety. In such cases, the passenger must be returned to the care of the school, or his/her parent/guardian or a Police Officer, and the incident investigated. All incidents of misconduct by passengers must be reported to the Council.

- 10.6 Before the first day of operation of the Contract the Contractor must make arrangements for the regular Driver and Passenger Assistant to visit the homes of each passenger to introduce themselves to the parents/carers. If subsequently it becomes necessary for any alternative Drivers and/or Passenger Assistants to operate the Contract, the Contractor must make every effort to advise the parents/carer before the passenger is transported. The Contractor must make every effort to ensure that if either the Driver or Passenger Assistant has to be substituted then the other person regularly employed in the provision of the Contract stays involved. The Contractor must advise and make every effort to notify the Authorised Officer of the full names and details of the replacement driver/passenger assistant as soon as replacements are required. The contractor must not use any driver or passenger assistant who has not been cleared by the Authorised Officer under any circumstance; failure to notify may result in the contract being terminated.
- 10.7 When requested by the Authorised Officer, the Contractor must establish whether the Driver and Passenger Assistant know on a personal basis, or are related to particular passengers before the start of the Contract and advise the Authorised officer. In such circumstances the Authorised Officer may instruct the Contractor that an alternative Driver and/or Passenger Assistant be provided.
- 10.8 Where the Contractor is required to perform the Specified Service on Council premises, the Contractor shall use all reasonable endeavours to ensure that its operations do not disrupt the orderly running of those premises and that its employees behave with due consideration toward Council staff and others present on those premises.
- 10.9 A maximum speed limit of 10 mph when operating on school premises is to be observed, unless the establishment has imposed their own lower limit. Speed limits of all establishments must be adhered to.
- 10.10 The member of staff on duty within an establishment has a responsibility to ensure transport is operating safely, and Drivers should co-operate with his/her instructions regarding parking and departing. If an establishment has a policy that vehicles should not move whilst passengers are crowding around, then, even if all passengers allocated to the Contract are on board, the vehicle should not depart unless the member of staff sanctions the departure.

- 10.11 The vehicle(s) operating the Contract shall arrive/ depart the establishment as detailed in the Specified Service. This will ensure that all vehicles are parked and stationary before the passengers arrive in the loading area. If a Contract picks up at more than one establishment, then this requirement may be suspended in respect of the second establishment. Whilst waiting for passengers engines must be stopped.
- 10.12 The Contractor will be supplied with lists containing the names and addresses of passengers and their travel details. The Council will supply personal information, which relates to a passenger's special requirements during the journey. Regular staff may become aware of other personal information. This information should be treated as confidential and only disclosed to the Authorised Officer.
- 10.13 In the event of a vehicle being delayed by over 10 minutes, whilst carrying passengers or going to pick up passengers, the Authorised Officer must be advised immediately by telephone. If the delay occurs outside the working hours of the Council, you must contact the Passenger Transport out of hour's number. This information will be provided upon award of contract.
- 10.14 Where the Head Teacher or Officer in Charge or their Authorised Deputy decides not to open the School/Establishment or the Authorised Officer decides to withdraw transport because of inclement weather the Contractor will be informed by the School/Establishment as soon as is practicable. The Contractor will be entitled to claim 50% of the daily cost of the Contract for up to the first 5 days of closure only. No subsequent payment will be made. If the Contractor is informed on the day that an establishment will be closing the contractor can claim 100% of the daily rate for that service.
- 10.15 If it is indicated that a passenger must travel alone, this must be strictly adhered to.

## **11 CONTRACTOR & DRIVER RESPONSIBILITIES**

- 11.1 The Contractor must at his/her own cost have and keep in force a current Public Service Vehicle (PSV) or Section 19 Operator's Licence of the relevant classification, as required by Section 12 of the Public Passenger Vehicles Act 1981, in accordance with the Public Service Vehicles (Conditions of Fitness, Equipment and Use) Regulations 1981, issued in the name of the Contractor at all times throughout the period of the Contract, authorising the operation of the appropriate type of vehicle(s) and comply with all the Conditions contained therein. The Contractor shall produce the licence for inspection when required to do so by the Council, and authorises the Council to contact the Authority issuing the licence to resolve any queries.
- 11.2 The Contractor must notify the Authorised Officer immediately of any change to, or disciplinary action taken against, his/her PSV or Section 19 Operator's Licence issued by the Traffic Commissioner, or any substantial change to such licence sought by the Contractor and approved by the Traffic Commissioner. This includes changes of address or operating centre, or any request from the Traffic Commissioner to appear before him/her. The Contractor must comply with all conditions attached to any licence.
- 11.3 This Contract shall be invalid and of no force or effect during any period that the Contractor does not have an Operator's Licence, or if any such licence or permit previously granted has been revoked or suspended for any reason, or has had conditions attached to it which prohibit or limit the operation of any service which is the subject of the Contract with the Council. At the Council's discretion, the Contract may be terminated immediately in these circumstances.
- 11.4 Any vehicle being used on the Contract must at all times be maintained in a fit and roadworthy condition, comply with all relevant PSV & Section 19 legislative requirements, and conform to any other requirements specified in the Contract. The current Motor Vehicle Test Certificate for such a vehicle must be produced for inspection by the Authorised Officer on request. The vehicle(s) used must not be of a smaller seating capacity than that specified in the Specified Service and standing capacity will not be taken into account.

11.5 The Contractor must notify the Authorised Officer immediately when an Immediate Prohibition Notice (PG9) has been issued to the Contractor by a Vehicle Examiner in respect of any vehicle based and maintained at any depot of the Contractor at which vehicles to be used on this Contract are based. Failure to do so will be regarded as a serious breach of Contract and may result in termination of the Contract, pending investigation.

## **12 DRIVER / PASSENGER ASSISTANT REQUIREMENTS AND TRAINING**

- 12.1 All Drivers and Passenger Assistants working on these Passenger Transport contracts must have undertaken relevant training for the service they are working on and as a minimum must be familiar with the Council's Code of guidance document (this will be the responsibility of the Contractor to ensure).
- 12.2 Contractors who operate under Section 19 Permits must provide Drivers who hold a full PCV driving license for Hire & Reward in-order to withhold a professional standard on all contracts undertaken on behalf of the Vale of Glamorgan Council.
- 12.3 All Drivers and Passenger Assistants who are transporting pupils or adults with additional learning needs will need to be first aid trained. Operators will be responsible for providing this training.
- 12.4 If it is identified that Drivers or Passenger Assistants are working on contracts without having received the required training for that contract, this will be deemed a severe breach of contract and appropriate action will be taken in line with the Contract Management Specification.
- 12.5 Drivers and Passenger Assistants may be required to attend a Council run training course during the period of this contract and attendance will be considered mandatory. Failure to renew/attend the training courses will mean that the Driver or Passenger Assistant is unable to continue to work on a Vale of Glamorgan Council contract until the required training is undertaken.
- 12.6 Where the Contract is for the provision of Passenger Transport the Council requires the Contractor to adhere to the Council's Enhanced DBS Clearance Checking Procedure. Enhanced DBS clearances are to be completed and verified to the Authorised Officer's satisfaction before any Contract is undertaken.
- 12.7 Contractors must not use any Driver / Passenger Assistant until written confirmation has been received from the Authorised Officer that they have been cleared to work on the Contract. Drivers / Passenger Assistants who have attended a DBS appointment with the Council to complete the application form are not immediately cleared for use on the Contract nor are newly employed Drivers / Passenger Assistants who are in possession of an Enhanced DBS check covering their previous employment.

- 12.8 All Contractors / Drivers / Passenger Assistants will comply with any legislative requirement that has been or may be introduced in the future, such as the Safeguarding Vulnerable Groups Act 2006 or similar.
- 12.9 All Contractors / Drivers / Passenger Assistants will be able to present at all times during the performance of this Contract a Vale of Glamorgan Council Passenger Transport approved Identity Badge, unless the Driver / Passenger Assistant is a holder of a Council Private Hire taxi badge. Passenger Transport ID badges will only be issued after the Enhanced DBS clearance has been obtained. The badge must be carried at all times during the execution of the Contract. The Council will supply the initial badge but any replacement will be charged for at cost (currently £10). The use of any other Driver / Passenger Assistants may be regarded as a serious breach of Contract and may result in termination of the Contract, but will be managed in accordance with Section 3: Contract Monitoring.
- 12.10 The Contractor will bear the cost of initial and subsequent DBS clearances for all of his/her Drivers / Passenger Assistants.
- 12.11 If the Contract requires the carriage of a Passenger Assistant employed by the Council, the Contractor must ensure that any Driver operating the service follows the reasonable instructions of the Passenger Assistant to carry out minor variations to the Specified Service.
- 12.12 Any Drivers and Passenger Assistants who operate on an accessible vehicle must be fully trained in the operation of wheelchair restraints. Providing this training will be the responsibility of the operator.
- 12.13 The Contractor must provide a Passenger Assistant approved by the Council to travel with the vehicle at all times when passengers are on board. Certain Tenders will specify a male or female Passenger Assistant, and the Contractor must ensure that any such requirement is complied with at all times. The Contractor must supply the name and address of the Passenger Assistant(s) to be used on a regular basis after award of the route, but before commencement of delivery of the service, and at the start of each subsequent academic year. No person other than these named individuals may act as Passenger Assistant on the Contract, except in an emergency, when another Passenger Assistant already approved by the Authorised Officer may be substituted. On such occasions the Council must be notified at the

earliest opportunity. Any person acting as a Passenger Assistant must provide his/her name and address, and other proof sufficient to establish his/her identity to any officer of the Council, school employee, or parent of any passenger on request.

- 12.14 If required by the Council, the Driver and/or Passenger Assistant must meet with the Head Teacher/Officer in Charge of a Social Services Establishment or their authorised representative to be briefed on the additional learning needs of their passengers. If in the opinion of the Head Teacher/Officer in Charge of a Social Services Establishment the Driver and/or Passenger Assistant is unsuitable for the duties, on investigation, the Council may ask the Contractor to provide a suitable alternative.
- 12.15 All Drivers and Passenger Assistants must meet with clients' parents / carers to introduce themselves and to exchange names and contact telephone numbers, prior to commencement of the contract. If in the opinion of the parent / carer the Driver and/or Passenger Assistant is unsuitable for the duties, on investigation, the Council may ask the Contractor to provide a suitable alternative. Conversely, if the Driver and/or Passenger Assistant feel they cannot meet the requirements of the client they should inform the Council immediately (this includes unsuitability of vehicle for the requirement / route in question).

## **13 VEHICLE SPECIFICATIONS & REQUIREMENTS**

13.1 In addition to Section 6 of this document, the following vehicle specification requirements must be met.

### **13.2 Specially Adapted Minibus Vehicles (SAV's).**

13.3 This section relates to Minibus vehicles capable of transporting passengers in wheelchairs licensed in line with the conditions and exemptions as follows:

13.3.1 Vehicles licensed under PSV/PCV, Section 19 Permit operating licences (vehicles with capacity of 9 to 17 passengers), or Private Hire licensed vehicles that can transport 2 or more wheelchairs

13.3.2 Specialist vehicles fitted with disabled access ramps or tail lifts

13.4 The following conditions/exemptions will be supplementary to:

13.4.1 The Vehicle Standard Specification applicable to all PCV/PSV or Section 19 Permit licensed vehicles over 8 seats

13.5 For every designated space for a wheelchair user, suitable independent restraint systems, incorporating four point webbing, must be fitted for both wheelchair and occupant, adjustable to suit a range of wheelchairs and occupant sizes. The restraint systems must be installed and operated in accordance with the manufacturer's instructions.

13.6 All SAV vehicles should have a fully bonded floor with tracking that covers the full length and seating positions within the passenger compartment. SAVs that have this may be given preference by the authorised officer depending upon the specification of the vehicle. In addition vehicles fitted with Cant rails may also be given preference by the authorised officer.

13.7 The wheelchair occupant restraint system shall comprise a minimum of a two-point anchorage system (lap and diagonal). This can either be integral with the wheelchair tie down equipment or provided separately. The Council will specify individual restraint system requirements for each passenger and this information will be given to the operator who provides the successful tender.

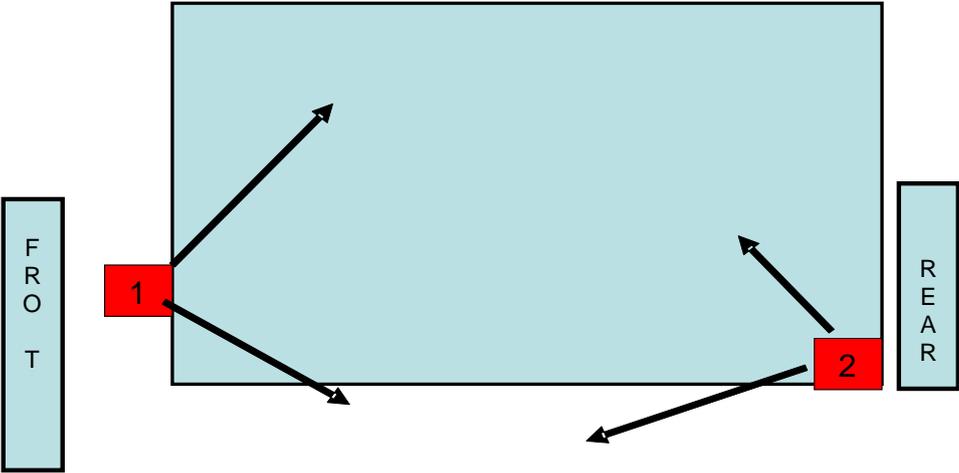
- 13.8 Suitable handrails must be provided at the passenger entrance to the vehicle to facilitate easy access and promote independent access for passengers.
- 13.9 Head protection pads are to be fitted to the side and rear of the passenger entrance.
- 13.10 Vehicles may be fitted with either ramps or power operated lifts to facilitate entry and exit by passengers in wheelchairs, unless the vehicle has a floor height measured from the road of more than 610mm, in which case it must be fitted with a power operated lift and the use of ramps will not be permitted.
- 13.11 All ramps must comply with BS6109, Category A or Category B, including the requirement to cater for wheelchair tracks from 450mm to 735mm and to deliver a gradient no steeper than 1 in 12 (8.3%).
- 13.12 Ancillary equipment must be installed, operated and maintained in accordance with the manufacturer's instructions, and any lifts must be tested according to LOLER (Lifting Operations and Lifting Equipment Regulations 1998). A copy of the six-monthly LOLER certificate of inspection for passenger lifts must be supplied to VOGC on request. All power-operated lifts must comply with BS6109 Category A.
- 13.13 A copy of the LOLER certificate must be kept on the vehicle at all times and produced for inspection when requested by an authorized Officer of the Council.
- 13.14 Stowed ramps or lifts must not prevent service and emergency doors from being operated from inside and outside the vehicle. Internally stored lifts must fold down.

## 14 CCTV REQUIREMENTS (PCV & SECTION 19 PERMIT LICENSED VEHICLES)

- 14.1 Certain routes will require CCTV to be fitted, in line with the below detail. This will be specified in the Route detail. This requirement is to protect the clients being transported, and to protect Drivers / Passenger Assistants from malicious claims.
- 14.2 All PCV & Section 19 Permit licensed SAV vehicles are recommended to be fitted with a 2 camera system. Cameras are to be positioned as per the locations marked as 1 and 2 in the diagram below.
- 14.3 Passenger viewing screens are not required as part of the Specification.
- 14.4 Each transport operator will be required to nominate a member of staff who will be responsible for ensuring that the equipment is working, that the appropriate investigation is undertaken in the event of an incident being reported and to produce the evidence required by the Police if and when necessary.
- 14.5 Key Requirements / Features:
- 2 camera system, with cameras located at front and at rear of vehicle
  - Records Images
  - 25 Frames Per Second
  - Sequenced Image Recording
  - Embedded Operating System
  - Video Monitor Output
  - Wireless LAN and GPS optional connectivity
  - Motion Detect Recording Triggers and Scheduled Recording
  - Downloadable content that can emailed to the authorised officer
  - Minimum hard disk size to store data for at least two days

*Please note: Potential Providers may use any supplier or equipment provided you can clearly demonstrate it complies fully with Home Office guidance, i.e. achieve certification as such from the supplier who should provide suitable indemnities. The specification above must be provided.*

Diagram showing recommended CCTV Requirement for SAV vehicles (PCV, Section 19 Permit & PHV licensed) carrying 9 to 17 passengers. The arrows indicate field of capture from the cameras, which are to be positioned at the front and rear of the vehicle.



## **15 LICENCES AND LEGISLATION**

- 15.1 The contractor must at his/her own cost have and keep in force a current PCV and/or Section 19 Permit Operator's Licence of the relevant classification, as required by Section 12 of the Public Passenger Vehicles Act 1981, in accordance with the Public Service Vehicles (conditions of fitness, equipment and use) Regulations 1981, issued in the name of the contractor at all times throughout the period of the contract, authorising the operation of the appropriate type of vehicle(s) and comply with all the conditions contained therein. The contractor shall produce the licence for inspection when required to do so by the council, and authorises the council to contact the authority issuing the licence to resolve any queries.
- 15.2 In the case of Wheelchair Accessible vehicles the operator can operate these using a Private Hire Operator License. All licensing regulations as per the licensing authority must be met at all times.
- 15.3 The contractor must notify the authorised officer immediately of any change to, or disciplinary action taken against, his/her PCV, Section 19 Permit or Operator's Licence issued by the traffic commissioner or licensing authority, or any substantial change to such licence sought by the contractor and approved by the traffic commissioner.
- 15.4 This includes changes of address or operating centre, or any request from the Traffic Commissioner to appear before him/her. The Contractor must comply with all conditions attached to any licence.
- 15.5 This Contract shall be invalid and of no force or effect during any period that the Contractor does not have an Operator's Licence, or if any such licence or permit previously granted has been revoked or suspended for any reason, or has had conditions attached to it which prohibit or limit the operation of any service which is the subject of the Contract with the Council. At the Council's discretion, the Contract may be terminated immediately in these circumstances.
- 15.6 Any vehicle being used on the Contract must at all times be maintained in a fit and roadworthy condition, comply with all relevant PCV and/or Section 19 Permit legislative requirements, and conform to any other requirements specified in the Contract. The current Motor Vehicle Test Certificate for such a vehicle must be

produced for inspection by the Authorised Officer on request. The vehicle(s) used must not be of a smaller seating capacity than that specified in the Specified Service and standing capacity will not be taken into account.

- 15.7 The Contractor must notify the Authorised Officer immediately when an Immediate Prohibition Notice (PG9) has been issued to the Contractor by a Vehicle Examiner in respect of any vehicle based and maintained at any depot of the Contractor at which vehicles to be used on this Contract are based. Failure to do so will be regarded as a serious breach of Contract and may result in termination of the Contract.

## **16 MANAGEMENT INFORMATION**

**Reports consisting of the following information, or similar, may be requested by an authorised officer:**

- 16.1 Any training Drivers and Passenger Assistants may have achieved per calendar month. This will include Qualification obtained, name of personnel and copy of certification.
- 16.2 Details of any damage to vehicles by users, date and time, number of instances broken down by route number and costs per instance.
- 16.3 Details of all incidents relating to misbehaviour, you will be expected to give date and time, number of instances broken down by route number and any costs per instance.
- 16.4 Any instance when children have not travelled, as they are banned or any other reason absence, you will required to provide name of passenger, route number and details of number of days they have not travelled.

# **SPECIFIC REQUIREMENTS**

## **TAXIS UP TO 8 SEATS**

**(FOR LICENSING REQUIREMENTS WHEELCHAIR  
ADAPTED VEHICLES CAN FALL UNDER THIS  
SECTION)**

The following pages detail the specific requirements of taxis up to 8 seats and are **in addition to** the general requirements detailed previously.

## **17. SERVICE SPECIFICATION: ADDITIONAL LEARNING NEEDS (ALN), DISABLED ADULT LEARNERS, ADULT AND CHILDREN'S SERVICES**

- 17.1. This specification covers all taxi contracts up to 8 seats (and specially adapted vehicles licensed as Private Hire Vehicles). All contracts will require a regular driver and some contracts will also require a regular passenger assistant to support the passengers. The types of passengers transported on these contracts include mainstream school pupils, pupils with Additional Learning Needs (ALN), Looked After Children (LAC), vulnerable pupils, vulnerable adults and other clients for whom the Council is required to arrange transport, normally door to door (unless specified).
- 17.2. School Transport provision is required to operate during term times only during the academic year. For schools this is approximately 190 days a year over 38 weeks, (the term times can vary each year and per school. Not all transport operates on a daily basis).
- 17.3. The types of passengers transported on these contracts include mainstream school pupils, pupils with Additional Learning Needs (ALN), Looked after Children (LAC), vulnerable pupils, vulnerable adults and other clients that the Council is required to arrange transport for. At all times passengers must be transported with dignity and care to client's requirements. This service will require a regular driver and in some cases a passenger assistant on every journey. Therefore the level of service provided must be in line with the required care plan of each client/pupil as set out by the Authority.
- 17.4. The contractor must ensure all clients/pupils are transported from and to the required pickup points/destinations at the specified times for all routes and ensure hand over to a responsible adult, specifically for ALN and primary school pupils.
- 17.5. The contractor must also ensure that the appropriate vehicle is used to transport the vulnerable clients/pupils in line with the specific route specification.
- 17.6. Before the first day of operation of the Contract the Contractor must make arrangements for the regular Driver and Passenger Assistant (if required) to visit the homes of each passenger to introduce themselves to the parents/carers. If subsequently it becomes necessary for any alternative Drivers and/or Passenger

Assistants to operate the Contract, the Contractor must make every effort to advise the parents/carer before the passenger is transported. The Contractor must make every effort to ensure that if either the Driver or Passenger Assistant has to be substituted, the other person regularly employed in the provision of the Contract stays involved. The Contractor must advise and make every effort to notify the Authorised Officer of the full names and details of the replacement driver/passenger assistant as soon as replacements are required. The contractor must not use any driver or passenger assistant who has not been cleared by the Authorised Officer under any circumstance; failure to notify may result in the contract being terminated.

- 17.7. When requested by the Authorised Officer, the Contractor must establish whether the Driver and Passenger Assistant know on a personal basis, or are related to particular passengers before the start of the Contract and advise the Authorised officer. In such circumstances the Authorised Officer may instruct the Contractor that an alternative Driver and/or Passenger Assistant be provided.
- 17.8. Where the Contractor is required to perform the Specified Service on Council premises, the Contractor shall use all reasonable endeavours to ensure that its operations do not disrupt the orderly running of those premises and that its employees behave with due consideration toward Council staff and others present on those premises.
- 17.9. The member of staff on duty within an establishment has a responsibility to ensure transport is operating safely, and Drivers should co-operate with his/her instructions regarding parking and departing. If an establishment has a policy that vehicles should not move whilst passengers are crowding around, then, even if all passengers allocated to the Contract are on board, the vehicle should not depart unless the member of staff sanctions the departure.
- 17.10. The vehicle(s) operating the Contract shall arrive/ depart the establishment as detailed in the Specified Service. This will ensure that all vehicles are parked and stationary before the passengers arrive in the loading area. If a Contract picks up at more than one establishment, then this requirement may be suspended in respect of the second establishment. Whilst waiting for passengers engines must be stopped.

- 17.11. The Contractor will be supplied with lists containing the names and addresses of passengers and their travel details. The Council will supply personal information, which relates to a passenger's special requirements during the journey. Regular staff may become aware of other personal information. This information should be treated as confidential and only disclosed to the Authorised Officer.
- 17.12. In the event of a vehicle being delayed by over 10 minutes, whilst carrying passengers or going to pick up passengers, the Authorised Officer must be advised immediately by telephone. If the delay occurs outside the working hours of the Council the out of hours telephone number must be used (this will be provided at route award).
- 17.13. Where the Head Teacher or Officer in Charge or their Authorised Deputy decides not to open the School/Establishment or the Authorised Officer decides to withdraw transport because of inclement weather the Contractor will be informed by the School/Establishment as soon as is practicable. The Contractor will be entitled to claim 50% of the daily cost of the Contract for the first 5 days of closure only. No subsequent payment will be made. If the Contractor is informed on the day that an establishment will be closing the contractor can claim 100% of the daily rate for the service.
- 17.14. If it is indicated that a passenger must travel alone, this must be strictly adhered to.

## **18. HOME TO SCHOOL TRANSPORT SERVICE SPECIFICATION**

- 18.1. The Contractor shall undertake a risk assessment of the school route to be undertaken as per the "Guidance on Home to School Transport Risk Assessments" issued by the Welsh Government.
- 18.2. Where the Contractor is required to perform Services on Council premises, the Contractor shall use all reasonable endeavours to ensure that its operations do not disrupt the orderly running of those premises and that its employees behave with due consideration toward Council staff and others present on those premises.

## **19. DRIVERS / PASSENGER ASSISTANT REQUIREMENTS AND TRAINING**

- 19.1. All Drivers and Passenger Assistants working on these contracts must have received training up to the appropriate standard for the passengers allocated to these services.
- 19.2. If it is identified that Drivers or Passenger Assistants are working on contracts without having received the required training for that contract, this will be deemed a severe breach of contract and appropriate action will be taken in line with the Performance Management Specification.
- 19.3. Where the Contract carries a Passenger Assistant and they leave the vehicle to assist a passenger to/from the vehicle the Driver / Passenger Assistant must, as far as is practicable, assume the duties of the Passenger Assistant for any passengers who remain in the vehicle.
- 19.4. If the Contract requires the carriage of a Passenger Assistant employed by the Council, the Contractor must ensure that any Driver operating the service follows the reasonable instructions of the Passenger Assistant to carry out minor variations to the Specified Service.
- 19.5. All Drivers and Passenger Assistants transporting any pupils or adults in wheelchairs are required to have attended a Wheelchair restraint training course.
- 19.6. Where the Contract is for the provision of School Transport, Additional Learning Needs Transport or Community and Children's Services Transport, the Contractor must supply the name and address of the Driver(s) to be used on a regular basis. No person other than these named individuals may act as Driver for the Contract, except in an emergency, when another Driver already approved by the Authorised Officer may be substituted. The Council must be notified at the earliest opportunity. Any person acting as a Driver must provide his/her name and address, and other proof sufficient to establish his/her identity, to any Officer
- 19.7. Certain Tenders will specify a male or female Passenger Assistant, and the Contractor must ensure that any such requirement is complied with at all times.
- 19.8. If a requirement for a Passenger Assistant is specified in the route detail, the route / service CANNOT be operated without a Passenger Assistant. The Contractor

must supply the name and address of the Passenger Assistant(s) to be used on a regular basis after award of the route, but before commencement of delivery of the service, and at the start of each subsequent academic year. No person other than these named individuals may act as Passenger Assistant on the Contract, except in an emergency, when another Passenger Assistant already approved by the Authorised Officer may be substituted. On such occasions the Council must be notified at the earliest opportunity. Any person acting as a Passenger Assistant must provide his/her name and address, and other proof sufficient to establish his/her identity to any officer of the Council, school employee, or parent of any passenger on request.

- 19.9. If required by the Council, the Driver and/or Passenger Assistant must meet with the Head Teacher/Officer in Charge of a Social Services Establishment or their authorised representative to be briefed on the additional learning needs of their passengers. If in the opinion of the Head Teacher/Officer in Charge of a Social Services Establishment the Driver and/or Passenger Assistant is unsuitable for the duties the Council will ask the Contractor to provide a suitable alternative.

## **20. VEHICLE SPECIFICATIONS & REQUIREMENTS**

- 20.1. Only Private Hire and Hackney Carriage Vehicles can be used on these contracts.
- 20.2. All vehicles must be appropriately licensed as per their licensing Authority specification.
- 20.3. All vehicles must display a valid license plate at all times.

## **21 LICENCES AND LEGISLATION**

- 21.1 The Contractor shall ensure that vehicles used to operate the Contract are duly licensed under private hire regulations and provisions of the Taxi Code as defined by Section 13(3) of the Transport Act 1985 or any statutory modifications, amendments or replacements thereof.

## **22 MANAGEMENT INFORMATION.**

**Reports consisting of the following information, or similar, may be requested by an authorised officer:**

- 22.1 Details of any training Drivers and Passenger Assistants may have achieved per calendar month. This will include, name of personnel, qualification obtained and copy of certification.
- 22.2 The number and details per route number of any damage to vehicles by users (date and time, cost per instance).
- 22.3 Details of all incidents relating to misbehaviour, by route number, to include: date and time, number of instances and any costs per instance
- 22.4 The number and details of children allocated to a route but have not travelled, whether they are banned or absent for any other reason.

## Appendix C

List of Operators submitted to the DPS by virtue of achieving 70% or more on the DPS

Andrew Barnes  
Apollo Minibus Hire  
Ceri Byles  
CJ Contract Travel Services  
Cowbridge and Vale Cars  
Creigiau Travel  
Cresta Coaches  
David Sidaway  
Denway Travel  
Easyway Minibus Hire  
Edwards Coaches  
GP Shaw Taxis  
Hawthorn Travel/Caring Coaches  
K-Tax  
Merricks Private Transport  
Pencoed Travel  
Peyton Travel  
PJ Harris  
Premier Cars  
SCS Wheelz  
Smiths Travel  
Stagecoach in South Wales  
Tasmim  
Travelink  
Watts Coaches  
Wheadons Group Travel  
Windsor Cars