



# **Schedule A DPS Specification**

**Place 059  
Passenger Transport DPS**

**Schedule A DPS Specification - Version Control**

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## Definitions and Interpretation

These definitions and interpretations supplementing those in the Contract Terms and Conditions.

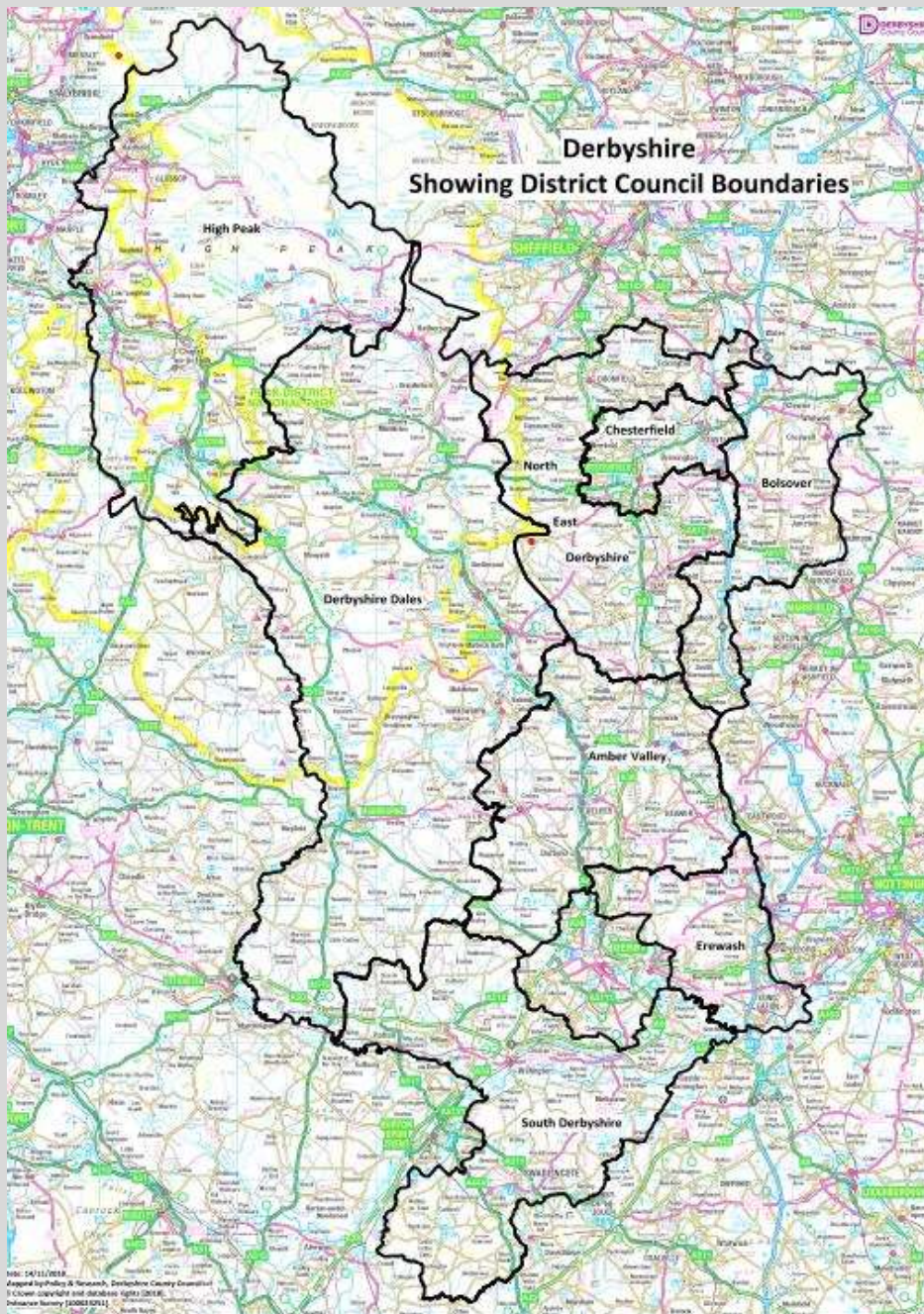
“ASCH”	means Adult Social Care and Health
“AVL”	Means Automatic vehicle locating systems installed in some vehicles to enable the tracking and monitoring of vehicle movement
“Call off Contract”	means the Contract Award following a mini competition
“CCTV”	means Closed Circuit Television
“DPS”	means Dynamic Purchasing System, a procurement mechanism which acts as an approved supplier list.
“E-Tendering Portal”	means the electronic procurement software chosen and used by the Council to tender services and access for Operators
“Employees”	means those providing the service on behalf of the operator
“ETM”	means Electronic Ticket Machine
“ITSO”	means Integrated Transport Smartcard Organisation
“KPI(s)”	means Key Performance Indicators set by the council to measure performance
“LOLER”	means Lifting Operating and Lifting Equipment Regulation 1998
“Mini Competition”	means a tender undertaken through the DPS
“Operator”	means the transport provider who seeks to, or provides transport
“Passenger Assistant”	means those who support vulnerable passengers during their journey
“PATS”	means Passenger Assistant Training Scheme
“PDF”	means documents in a Portable Document Format
“PG9”	means roadworthiness prohibitions issued by UK police forces and the DVSA (Driver and Vehicle Standards Agency) to tackle poor bus, coach and heavy goods vehicle (HGV) maintenance.
“PTU”	means the Passenger Transport Unit in The Council
“SEND”	means Special Educational Needs and Disabilities
“Should Cost Guide Price”	means the price provided by the Council as a guide for the market in a mini competition
“VFM”	means Value for Money (government directive)
“WSORS”	means Wheelchair Securing and Occupant Restraint Systems

# Specification

## 1. Introduction

### Introduction to DCC and PTU

Derbyshire County Council 'the Council' is the top-tier local authority for the non-metropolitan county of Derbyshire, England. As such, the Council is responsible for all transport needs in and around the county boundary, spanning a total area of circa 255,100 hectares with a population of 807,183 (ONS 2020). The county is split into 8 local district and borough Councils and has a unitary authority, Derby City Council. This Dynamic Purchasing System (DPS) does not include transport for Derby City Council.



The Passenger Transport Unit (PTU), who reside in the Councils' Place department, manage the passenger transport networks to ensure that our communities remain connected to promote both the wellbeing and economy within the county.

Projected annual contract spend in 2022 – 23 has been broken down by core transport streams and is provided for information purposes only. This is not an exhaustive list of the only transport needs that this DPS may be used for.

This DPS shall provide transport commissioned by the Council to meet all eligible passenger's needs, its statutory duties and strategic planning for transport services, some of which are outlined below:

### **Local Bus Services**

These services provide work, health, shopping, social, employment and educational transport which is not provided by the commercial sector.

Estimated annual expenditure. £5m per annum

### **Mainstream School Transport**

Services to provide dedicated home to school transport, vehicles range from 4 to 70+ seats.

Estimated annual expenditure £6m per annum

### **Special Educational Needs & Disabilities (SEND) Transport**

Services to provide dedicated SEND home to school transport, vehicles ranging from 4 seats upwards and may include accessible vehicle requirements

Estimated annual expenditure £12m per annum

### **Adult Social Care & Health Transport**

This includes services such as transport to day services, respite and other activities for individuals or groups across all eligible adults. Vehicles ranging from 4 seats up and may include accessible vehicle requirements.

Estimated annual expenditure £3m per annum.

### **Introduction to DPS**

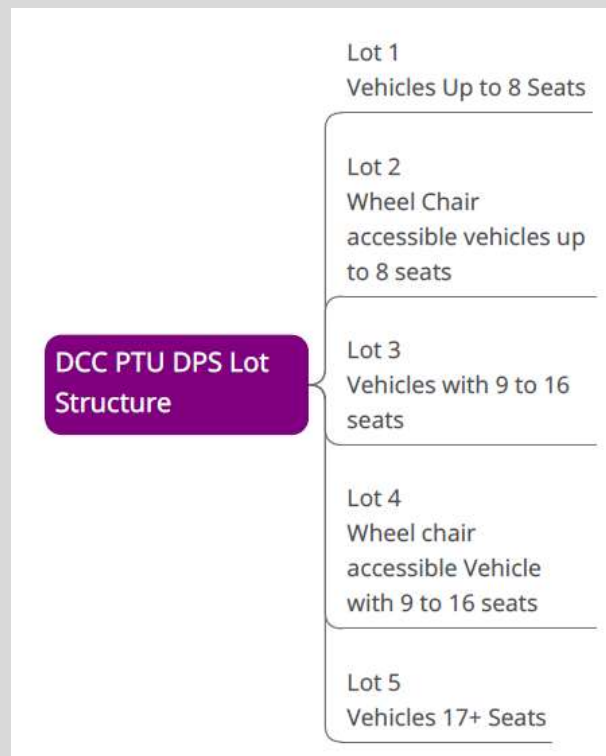
To provide the Council with a purchasing mechanism to meet the above transport needs, the Council is seeking to establish a Dynamic Purchasing System (DPS). (Please refer to Instruction to Applicants which provides more details on a DPS).

This DPS excludes ad-hoc transport needs, defined as transport for a single journey or lasting not more than 6 weeks, which shall be subject to a separate procurement arrangement.

This DPS shall provide the Council with a procurement mechanism to tender its transport requirements within Derbyshire and for journeys/services which may commence, or end, outside of the county.

Joining the DPS does not imply that the Council is entering into a contract with an Operator, contracts shall be issued to the Operator(s) following a Mini Competition Tender from those on the DPS supplier list.

This DPS is split into 5 specific lots, detailed in Figure 1.

**Figure 1 – DPS Lot Structure**

Operators that are successful in joining the supplier list for each lot shall be invited to tender in the Mini Competition Tenders from the relevant lot(s). Where appropriate/viable, Operators in the 5 lots shall be given the opportunity to bid for all opportunities.



## 2. Part 1 – Operator Requirements/Obligations (Applicable to all Lots)

1.1 Failure to Comply with any of the below Clauses may result in Remedies being applied or a breach of contract and termination of the contract(s). (See Terms & Conditions – Clause 17)

1.2 In applying to join the DPS you are required to accept the General Terms and Conditions and its schedules. These include:

- a. *DPS Specifications*
- b. *Mini Competition Service Specification*
- c. *Payments Schedule (C1 or C2)*
- d. *KPI & Remedies Schedule*
- e. *Contract Variation Schedule*
- f. *Contract Award*
- g. *Best practice schedule*

Operators are required to work with the Council, other organisations, and establishments in a positive manner to deliver the service(s) and support the growth of passengers using the service(s).

### 1.1 **Vehicle Requirements (Applicable to All Lots)**

1.1.2 All Vehicles used to provide contracted Services must be one of the following:

- I) A licenced Private Hire Vehicle.
- II) A licenced Hackney Carriage Vehicle.
- III) A licenced Passenger Carriage Vehicle up to 70+ seats.
- IV) A Vehicle operated under Section 19 or 22 Permit (if the Operator use of such a permit is compliant with all legal requirements).
- V) A vehicle operated under a regulated car share scheme.

1.1.3 At all times vehicles shall comply with the relevant vehicle legislation, insurance, and taxation requirements and conform to all present and future relevant Acts of Parliament, Regulations and schedules, and any subsequent amendments or re-enactments thereof relevant to their construction, use and operation. It shall be the Operators sole responsibility to ensure compliance with all relevant Law, Regulations, Schedules, and Directives as updated from time to time. Failure to do so shall constitute a breach of the Call Off Contract.

1.1.4 Operators holding a Public Service Vehicle (PSV) Operator's Licence of the relevant classification, shall supply the Council with a copy of the Licence and notify in writing immediately any change. The Operator shall further notify the Council immediately in writing of any enforcement notices issued to a vehicle when being used on a contract issued by the Council. in addition, the Operator must notify the Council immediately in writing of any request to attend at a Public Inquiry of the Office of the Traffic Commissioner.



- 1.1.5 Any Contract(s) shall be liable to termination with immediate effect should an Operator's Licence previously granted be suspended, withdrawn or have conditions attached to it for any reason by the relevant Authorities which prohibit the operation of the Contract.
- 1.1.6 The Operator shall maintain commercial capability regarding financial status, insurances and commercial competence.
- 1.1.7 The Operator shall ensure that all vehicles are maintained and in a mechanically sound and road worthy state in accordance with all current relevant legislation and/or good practice applicable to the vehicle type and classification.
- 1.1.8 Operators shall have a scheduled maintenance, repair and safety check programme covering all vehicles in operation throughout the period of each Call Off Contract. Operators must be willing to evidence and submit records to confirm maintenance schedules are being adhered to.
- 1.1.9 The Operator shall, upon request by the Council, provide details of where and how vehicles will be maintained.
- 1.1.10 The Council, and the Driver and Vehicle Standards Agency (DVSA) shall carry out spot checks on vehicles in use on the Council's contracted services to ensure the highest standards are maintained. The Council's Enforcement Officers shall check the Operator's maintenance schedules and systems, and vehicles at a time and date specified by the Council. This may include the use of photographic evidence and may require attendance at the registered office or premises.
- 1.1.11 Vehicles shall be clean internally and externally and have effective heating, lighting, and ventilation. The Operator shall ensure that they promote a positive image externally and provide services of reasonable comfort and safety.
- 1.1.12 The Council shall not be liable for any claim for damage or soiling of any Operator's vehicle or equipment caused by a passenger.
- 1.1.13 In the future Low Carbon Vehicles may be required, these and other specific vehicle requirements will be detailed in the Mini Competition Service Specification.
- 1.1.14 Vehicles shall be equipped with an operational mobile communication device or Drivers must be supplied with a 'hands-free' mobile telephone that conforms to all legal requirements for use in a motor vehicle, to enable communication with the Operators control facility or Emergency Services, at all times.
- 1.1.15 Smoking, including the use of e-cigarettes and/or vaporisers, is not permitted in any vehicle used on Council contracts for the duration of the contract time.
- 1.1.16 Employees shall not smoke on the premises of any establishments this includes vehicle parks and driveways belonging to the establishment.
- 1.1.17 Employees shall be advised by the operator not to smoke or use vaporisers within 12 feet of any vehicle prior to any contract commencing.

- 1.1.18 Lots 1-4 and coaches in Lot 5 shall provide an appropriate, in date and approved to minimum BS 8599-2, First Aid kit, fully stocked to the required standard, in the vehicle, and, be marked with the vehicle registration number.
- 1.1.19 A serviceable and in date fire extinguisher shall be provided in the vehicle marked with the vehicle registration number and secured safely.
- 1.1.20 A vehicle that breaks down prior to the commencement of the service shall be replaced by the Operator, at the expense of the Operator, with no disruption to the passenger(s).
- 1.1.21 If the Driver cannot contact the Operator or when contacted the Operator cannot make alternative arrangements, the Council must be advised immediately so that alternative arrangements can be made. If the Operator is unable to do a contracted journey, then no payment will be made to the Operator for that journey and the Council shall be entitled to recover from the Operator the amount of any monetary loss involved to the Council in the new arrangements plus an administration fee to cover additional work involved detailed in Schedule D of the T&C's.
- 1.1.22 The Operator shall operate the required number and type of vehicles, Drivers, and passenger assistants (where applicable) detailed in the Call Off Contract specification (Schedule B). All Drivers must be licenced for the type of licensed vehicle they are operating, in accordance with the Provisions of the Road Transport Acts, and all such regulations and enactments that may be in force during the period of the contract. If any Driver of a vehicle does not possess the appropriate licence to drive that vehicle, this shall be deemed a breach of contract and termination provisions shall apply.
- 1.1.23 The Operator shall notify the Council of any interruptions or delays because of staffing issues, or vehicle repairs, as soon as is practicable. As an absolute maximum, the following day of any disrupted service.
- 1.1.24 The Contractor shall not 'double up' (the use of one vehicle carrying two or more passengers from different contracts at the same time) on services, unless permitted by the Council; this means they may not merge two separate contracted runs together for ease of operating or due to vehicle or staffing shortages, without the prior written permission of the Council. This shall be deemed a breach of contract and termination provisions shall apply.
- 1.1.25 The Operator shall be responsible for the diagnosis and repair of any vehicle faults and for liaison with manufacturers and any other engineering service to restore the vehicle back to service.
- 1.1.26 The Operator shall ensure that any maintenance, repair, or modification made to any vehicles shall not disrupt the transportation of passengers. These must be carried out in the Operators time.
- 1.1.27 The Council recognises that adverse weather conditions may occasionally make travel difficult. However, the priority for the Operator should be to maintain services wherever possible, whilst considering their own and the passengers safety. (See Schedule G Best Practice Guide)

## **1.2 Specialist Vehicle Requirements (Lots 2 & 4)**

- 1.2.1 In wheelchair accessible vehicles, wheelchairs must be transported in a forward-facing position only.

## **1.3 Wheelchair Securing and Occupant Restraint Systems (WSORS) & Passenger Safety (Lots 2 & 4)**

- 1.3.1 Good practice seeks to comply in general terms with Regulation 100 of the Road Vehicle (Construction and Use) Regulations 1986 which requires that any equipment or passengers in a Vehicle are carried in such a manner that no danger is likely to be caused to those passengers or to others.
- 1.3.2 Operators therefore shall be required to ensure that all passengers travelling seated in their wheelchairs are appropriately secured by a suitable passenger restraint system (in common with seat belted passengers in standard seats) and the wheelchair securely tied down with the correct WSORS to the Vehicle superstructure, in accordance with manufacturers guidance.
- 1.3.3 Passengers in wheelchairs should be secured according to prevailing good practice at the time of transit with regard to:
- (i) The type of Vehicle being used
  - (ii) The make and model of the wheelchair
  - (iii) WSORS manufactures guidance
  - (iv) The needs of the passenger(s) identified by a risk assessment completed by the Operator.
- 1.3.4 If as part of their own risk assessment the Operator determines that they cannot transport passenger(s) safely; then they shall not carry out the relevant Services and inform the Council immediately.
- 1.3.5 Operators shall ensure that their Staff regularly check the condition of WSORS, seat belts and restraints and organise replacement if:
- (i) The webbing is frayed or damaged.
  - (ii) The buckles do not lock or release easily.
  - (iii) On inertia reel systems the reel does not lock on sudden braking simulation or does not rewind the belt properly.
- 1.3.6 Any seat belt in use during an accident should be examined by an independent professional and replaced as required. This is to ensure the belts energy absorbing qualities, its buckle assemblies, or retractor remain serviceable. Checks should include all mounting points and any damage rectified.
- 1.3.7 Monitoring checks on the use and operation of appropriate WSORS shall be undertaken during the Call Off Contract period and the Operator shall ensure their staff give access to and co-operate fully with the Authorised Council Officer.
- 1.3.8 All passengers must wear a seatbelt unless they have a current 'Certificate of Exemption from Compulsory Seat Belt Wearing' from an authorised medical professional. This exemption shall be notified to the Operator by the Council.

1.3.9 Passengers must normally use a child car seat until they are 12 years old or 135 centimetres tall, whichever comes first. This requirement shall be identified in the Mini Competition Service Specification. The Operator shall comply with all relevant legislation for the fitting and use of child car seats (Schedule G).

1.3.10 Vehicles shall have operating child-proof locks which are engaged when vulnerable passengers are being transported.

#### **1.4 Passenger Lifts**

1.4.1 Passenger lifts must be operated and maintained in accordance with the following:

- i) Good practice (Schedule G Best Practice Guide), and manufacturer's guidelines
- ii) Passenger lifts have a current Lifting Operations and Lifting Equipment Regulations 1998 (LOLER) Certificate.
- iii) Power operated lifts shall comply with the relevant British Standard (BS 6440:2011) or be EC marked to standard EN 81-1:1998+A3, approved for such use and installed in accordance with the manufacturer's instructions
- iv) Have been approved for use in Private Hire or Hackney Carriage Vehicles by the Licensing Authority.
- v) Passenger lift models and good practice operation shall be based on the Council's procedure for the Safe Use of Tail Lift Operation. Failure to do so shall be deemed a material breach under the contract and the termination provisions shall apply. See DCC procedure (Schedule G Best Practice Guide)
- vi) Acceptable models and good practice may change throughout the life of the Service Contract as new guidance and publications are issued Operators shall be required to be aware of any changes and comply with them.
- vii) In all instances where a passenger lift is requested for a passenger(s) the Operator shall ensure that a Risk Assessment is in place and that the Driver/Passenger Assistant are fully briefed.

1.4.2 Passenger lifts shall:

- i) Have controls that stop the lift from moving when the controls are not being positively operated.
- ii) Permanently fitted exterior control panels should become inactive / inoperable when the adjacent door is closed to avoid accidental damage or vandalism and be protected against wet weather.
- iii) The lifting mechanism shall ensure that if any part of the equipment fails the platform is prevented from dropping abruptly to the ground.

1.4.3 The platform shall:

- i) Have two handrails one either side of the platform
- ii) Incorporate a robust “step (retaining) plate” to prevent a wheelchair rolling off. However, it should be fixed in such a manner so as not to present a hazard to any passenger(s) who are able to walk aided or unaided.
- iii) Not present sharp edges or corners that might potentially cause harm whether in a stowed position or in use
- iv) Have guards around areas where there may be the potential for fingers to be trapped
- v) Have a correctly fitting and operating bridge plate.

**1.5 Home to School Bus and Local Bus Requirements**

1.5.1 To achieve best value, the Council shall consider an operator combining a tendered and commercial service to provide the same level of service, or an operator may include school journeys in a commercial service, with bulk purchase of scholar season tickets or similar arrangements.

1.5.2 On School and Local Bus Services the Operator shall ensure that the school bus boards, or destination boards and other information signs as specified by the Council and relevant to the service are displayed in the vehicle when operating under the Call Off Contract. Where specified, and where applicable, in the Mini Competition Service Specification, School and Local Bus Services should be registered with the Traffic Commissioner. A copy of the registration and any variation or cancellation of the registration must be forwarded to the Council.

1.5.3 The Council may prescribe fare tables to be used by Operators of contracted services in the Invitation to Mini Competition Tender or at any other time by subsequent agreement with the operator of the contracted service. Where this happens, this shall over-ride those items contained herein as appropriate

1.5.4 A timetable and fare table for the services the vehicle is operating, and any other such publicity promotional fares and tickets as required by the Council, must be carried on the vehicle, and displayed in a suitably prominent position and shall be available for inspection by any passenger or authorised officer of the Council. All passengers who pay a fare at the time of travel shall be issued with a ticket indicating the boarding and (where appropriate) the alighting point of the journey, fare paid, class of ticket, together with a serial number and the time of issue.

1.5.5 The Operator shall be responsible for advertising the Services and providing information for passengers in an adequate manner in accordance with the requirements of the Council, notwithstanding that the Council may at its discretion and from time to time promote the availability of public passenger transport services or require the Operator to undertake reasonable further publicity.

1.5.6 The Operator shall be responsible for advertising an address and telephone number where staff can be contacted during normal office hours to answer enquiries from passengers and Council staff. An emergency telephone number must be always available to Council staff outside normal office hours the contracted service is operating.

- 1.5.7 Passengers may be carried without payment of a fare if they possess authority to travel by means of a pre-paid ticket authorised by the Council. Passengers issued with a Council school bus pass will travel free of charge on any contracted service at school times Monday to Friday between the boarding point and the named education site stated on the pass.
- 1.5.8 Mini Competitions for home to school services where fares are charged shall be excluded from the requirement to issue and accept multi journey tickets. The only fares valid for use on these services shall be those prescribed in the Mini Competition Specification and no others. Fares on these services shall not be interchangeable with any other non-school service.
- 1.5.9 All vehicles with over 17 seats shall have a front passenger door positioned so that boarding and alighting passengers walk past the Driver. This enables the Driver to check passes, take fares and issue tickets as well as ensuring that passengers have alighted safely.
- 1.5.10 There may be a requirement for the Driver to check passes or a passenger list (the latter being used for small vehicles) and to only allow approved passengers to travel. Listed below are three examples of passes, permits, that may be required to be accepted.

Current Examples include:

- a) Derbyshire County Council Concessionary Fare Permits for Young Persons, known as 'b-line'
- b) Derbyshire County Council Scholars Term Tickets allocated to the Contract Fares/Pass Acceptance/Fares Conditions
- c) Gold Card

- 1.5.11 The Mini Competition Specification shall identify any travel passes or permits and multi-journey tickets that shall apply to the Call Off Contract.

## **1.6 Ticket Machine requirements**

- 1.6.1 Ticket machine requirements shall be detailed in the service specification and if required must comply with the latest Integrated Transport Smartcard Organisation (ITSO) specification.
- 1.6.2 Where a Ticket Machine is required in the Mini Competition Service Specification, Electronic Ticket Machines (ETM) must be used to record journey details of individual passengers carried and revenue taken for each contracted journey. The data collated must be able to be supplied to Council as raw ETM data at the ticket level. In addition, the Operator must also provide data as to the mileage operated daily and of journeys operated/not operated

## **1.7 Inspection and Surveys**

- 1.7.1 For the purposes of Section 24 and 25 of the Public Passenger Vehicle Act 1981 the Operator hereby authorises the Council's authorised officers to act as an Inspector on any passenger carrying vehicle used by the Operator when in service under the terms of this Agreement. The said officers shall be permitted to board

vehicles provided for the Services for the purpose of surveying passenger movements, the reliability or regularity and standard of service provided and where applicable to inspect tickets, passes and permits, fare receipts, waybills or other records or equipment kept by the Operator's Drivers or other staff to ensure compliance with the Schedules. The Operator shall comply with all reasonable requests of the Council's authorised officers.

- 1.7.2 The Council shall monitor services on both a planned and responsive basis (i.e., reacting to complaints or reports). Such monitoring may be unannounced and may be by roadside observation or by travelling in the vehicle. The Operator shall allow authorised Council staff to travel on a contracted vehicle, without charge.

## **1.8 Workforce Requirements**

- 1.8.1 Motor Insurance policy, Public Liability and Employers Liability insurance shall be at a minimum of £5,000,000 per claim not restricted to any one claim in any 12-month period.
- 1.8.2 Where a Driver is not covered on the Operators Motor and Public Liability insurance, they shall hold a current Motor Insurance policy and Public Liability Insurance with a limit of not less than £5,000,000 each in relation to any one claim or series of claims.
- 1.8.3 The Operator shall ensure that all staff involved in delivering the transport services are able to communicate fluently in English and must wear a valid Identification Badge. The Operator shall ensure that all staff in delivering transport services maintain a clean and respectable dress code, wearing the company uniform if available, with a good standard of hygiene.
- 1.8.4 The Operator shall be responsible for ensuring all Drivers and Passenger Assistants engaged in the provision of Services for the Council have a background suitable for the type of passenger(s) to be transported. For example, but not limited to, adults and/or young persons with learning disabilities and/or physical disabilities, behavioural difficulties and/or elderly people, people with mental ill health such as dementia and people from varying cultural backgrounds.
- 1.8.5 Drivers and Passenger Assistants shall have good communications skills and be able to communicate effectively with Passengers, particularly when dealing with stressful, challenging or emergency situations. When communicating with passengers, they must ensure that the content is appropriate. There shall be no use of inappropriate language or sexual content and should only have physical contact with the passenger(s) where necessary.
- 1.8.6 Drivers and Passenger Assistants working with vulnerable groups shall have undertaken recognised Safeguarding Awareness Training.
- 1.8.7 Drivers and Passenger Assistants shall be physically able to assist the passenger(s) (where requested) safely to and from the Vehicle, boarding and alighting without risk to themselves or the passenger(s). The only exception is where providing the requested assistance the Driver/ Passenger Assistant considers it could place them or the passenger at risk. In such circumstances immediate liaison between the Operator and the Council should occur. This is to



allow the Council to investigate the situation and if needed, establishing a mutually acceptable solution.

- 1.8.8 On some contracts a regular Driver/Passenger Assistant shall be required to maximise the benefits involved in the relationship established between the Driver/Passenger Assistant and passenger(s). In these instances, detail relating to the specific Driver/Passenger Assistant shall be requested by the Council before the Service/Contract can commence.
- 1.8.9 There may be a requirement for Driver/Passenger Assistant to undertake client specific training e.g., for passengers with epilepsy, passengers who are oxygen dependant or who have a tracheostomy or feeding tube.
- 1.8.10 The Operator shall ensure that all Drivers, passenger assistants and staff delivering a Council contract that may come into direct contact with any vulnerable passenger, have completed an Enhanced Disclosure & Barring Service (DBS) check through the Council. If the outcome of the Enhanced DBS check is not acceptable to the Council for any reason, that Driver or passenger assistant must not be employed on any Council Contract. This is not a requirement for Public Bus contracts.
- 1.8.11 In addition, for those holding a valid DBS check, for Drivers and Passenger Assistants, Operators shall instruct staff that they have to disclose to their employer(s) any convictions, cautions, reprimands, or final warnings, issued by the police which are not protected under the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended in 2013). Any such disclosure must be reported by the Operator to the Council as soon as possible. Failure by the Operator to pass on any disclosures from their staff to the Council may lead to termination of contract(s).
- 1.8.12 The Operator shall ensure that all staff involved in delivering the transport services, who have lived outside of the UK for more than 6 months in the past 5 years, have obtained a criminal record check from the country(s) where they have lived. This is referred to commonly as a Certificate of Good Conduct. This is in addition to a DBS check in the UK.
- 1.8.13 The Operator shall ensure that regular checks, of at least once a year, are made on criminal backgrounds of all Drivers and passenger assistants.
- 1.8.14 The Operator shall ensure that all staff required to have DBS checks by the Council have signed up to the "Update Service". The Council shall seek permission from the staff member to access the Update Service.
- 1.8.15 The Operator shall be responsible for all costs related to DBS checks incurred by the Council. The Operator will be advised of any costs, and these will be recovered through a payment adjustment in the relevant period.

## **1.9 Specific Driver Requirements (where applicable)**

- 1.9.1 All taxi/private hire Drivers must wear, in a conspicuous place, any Hackney Carriage or Private Hire identification badge issued to him/her whilst undertaking services for the Council. The Council can provide Identification Badge (ID) for all Drivers who do not hold a licenced badge.
- 1.9.2 Drivers' insurance and licence shall be in force the whole time they are providing Services under the Service Contract and all relevant conditions covered by Law shall be adhered to.
- 1.9.3 Drivers shall have about their person their driving licence. This shall be available to authorised officers of the Council during any contract operation.
- 1.9.4 Operators shall have in place a system for checking Driver licences and Insurance on a regular basis and those records should be made available on request to the Council for the purposes of monitoring.
- 1.9.5 It shall be the Operators responsibility to ensure that all current and future medical requirements of Drivers related to the licence(s) they hold are adhered to and that the Council are notified of the individual Drivers circumstances.
- 1.9.6 Where relevant Drivers shall ensure seatbelts, where available, are always worn.
- 1.9.7 Drivers assigned to a contract shall have already obtained or be willing to obtain within 6 months of the contract start date, a relevant qualification NVQ, BTEC, MIDAS, CPC (Driver).

#### **1.10 Specific Passenger Assistant Requirements**

- 1.10.1 Where the Council require a Passenger Assistant(s) this shall be set out in the Mini Competition Service Specification.
- 1.10.2 Passenger Assistants shall have a minimum age of 18 years of age, in good health and physically able to assist passengers.
- 1.10.3 Passenger Assistants must sit in the back of the vehicle with the passenger(s) unless otherwise instructed by the Council.
- 1.10.4 Passenger Assistants must be capable of establishing skilled professional relationships with the passenger(s) in their care.
- 1.10.5 Individual passenger(s) may have risk assessments/travel plans that require knowledge of specific health conditions and or behaviours. These shall be identified in the Mini Competition Service Specification and further detailed in the Call off Contract documents.
- 1.10.6 The Operator shall ensure that all passenger assistants hold or are working to achieve within 6 months of the contract start date, either a Passenger Assistant Training Scheme (PATS) certificate or an equivalent certified and recognised certificate i.e., NVQ level 2 and must include Safeguarding Awareness Training.

#### **1.11 Lost Property**

1.11.1 The Operator shall have suitable arrangements in place to deal with lost property and make reasonable efforts to return any lost property to its owner, once identified. As a general practice, lost property should be retained for a minimum of one month unclaimed (unless perishable) before being disposed of.

## **1.12 Communication**

1.12.1 The Operator or his/her representative shall be immediately contactable by telephone between 07:30 and 17:00 Monday to Friday and have available email facilities to assist in communicating with the Council.

1.12.2 The Operator or his/her representative shall be suitably conversant with the Contract as to be able to manage any queries or amendments to the Contract in an effective and professional manner.

1.12.3 In addition to the above hours of operation, the Operator or his/her representative shall be contactable 30 minutes before a Contract is due to operate and whilst the Contract is operating to give and receive messages and information relevant to the operation of the Contract.

1.12.4 The Driver shall be contactable during the hours of operation of the Contract. Drivers must not use mobile phones whilst the vehicle is in motion. Any call taken or made in the vehicle shall be in line with all legislation covering the use of mobile devices in a vehicle and must relate to the operation of the Contract.

## **1.13 Complaints**

1.13.1 The Operator shall notify the Council of any complaints received, whether written or verbal, and this is to be within 7 days of notification. Where a complaint may be a possible safeguarding concern the Operator will notify the council immediately. The Operator shall work with the Council to resolve any complaints, to the satisfaction of the Council, and in any case within 7 days of notification (whether the complaint comes from a passenger, third party, or directly from the Council).

1.13.2 The Operator shall not make comments to the media or through social media regarding any service provided on behalf of the Council, except for confirming factual operational information and without disclosing sensitive information relating to any passenger(s). The use of social media relating to any service provided on behalf of the Council shall be done in a responsible manner. Upon the request of the Council any posts relating to a Council contracted service or establishment shall be removed immediately.

## **1.14 Vehicle Cameras and Security/Monitoring**

1.14.1 The Council does not expect CCTV to be installed on the vehicle in the contract. However, the Operator must ensure that if it is installed, it is operated, and the data handled, in strict compliance with current legislation. The Operator shall ensure images are supplied to the Council should they be required for investigation purposes, should one be initiated. The Council may request that images are shared with establishments to assist in investigations. Images must be kept for a minimum period of 30 days, or until any investigation has been concluded.

### 3. Part 2 – Council Obligations (Applicable to all Lots)

- 2.1 The Council shall procure strategic, quality transport services via the DPS.
- 2.2 The DPS shall be utilised to secure Value for Money (VFM) transport for the Council and offer the opportunity for all relevant sectors of the transport market to have the opportunity to compete for contracts offered by the Council through the DPS.
- 2.3 The Council shall always provide the minimum time limit for receipt of tenders as set out in PCR 2015 Regulation 34 (11), which is 10 calendar days from the date on which the invitation to tender is sent.
- 2.4 In the event of an Emergency Provision, a minimum time limit of 3 days shall be provided
- 2.5 By joining this DPS you set agree to the Mini Competition timescales defined in 2.3 & 2.4 above, in accordance with PCR 2015 Regulation 34 (12)
- 2.6 The Council undertakes to work with the Operator to provide quality services to all passengers accessing contracted services.
- 2.7 All contracts awarded from this DPS shall follow the Call Off Criteria set out in Part 3 of this document
- 2.8 Contracts, throughout their lifetime, shall be monitored by the Council through Key Performance Indicators (KPI's) see Part-5 to ensure that they deliver the best quality and value to the Council and passengers.
- 2.9 The Council undertakes to make payments to all operators within 30 days following the submission of a timely, and accurate payment claim/invoice. Details of the payments shall be in T&C's Call of Contract Schedule D.
- 2.10 The Council shall work with the DPS and market to develop a competitive, sustainable, and strategically relevant Operator base to deliver its transport requirement.

### 4. Part 3 – Joining the DPS

The Council shall accept Requests to Participate (RTP), throughout the life of the DPS

#### **DPS Establishment (1st Round)**

- 3.1 Once the DPS is advertised and released to the market, the initial round shall be open for a minimum of 30 days
- 3.2 Please refer to clauses 3.4 > 3.7 for the process following clause 3.1

#### **Once Established (Round 2 onwards)**

- 3.3 The Council shall run a 'DPS Round' monthly, reviewing the RTP's from the previous month and opening a new round for the following month
- 3.3 Where the end falls on either a Weekend or Public Holiday, the procedure outlined in 3.2 shall be undertaken on the next working day

#### **All DPS Rounds**

- 3.4 Operators which are willing to accept the terms of the DPS, outlined in this Specification, the Lot specific Specification for which they are applying, the T&C's

and all relevant schedule(s) shall be required to complete and submit an online selection questionnaire

- 3.5 The Council shall notify Operators electronically within 10 working days of the closure of the DPS Round, to confirm whether their RTP has been successful
- 3.6 Joining the DPS shall enable the Operator to be notified of all opportunities available to the Lot/s which are applicable to their organisation.
- 3.7 The Council gives no guarantee or commitment to any contract to any Operators upon joining the DPS.

## 5. Part 4 – Mini Competitions & Call Offs from DPS

- 4.1 The Council shall purchase services from the DPS by conducting “mini-competitions” amongst all Operators on the appropriate Lot(s) identified by the Council as able to provide the service being tendered.
- 4.2 The Council’s standard Terms and Conditions and schedules detailed in Clause 1.2 of this document shall apply to all contracts awarded from the DPS
- 4.3 Only Operators that have been accepted onto the DPS prior to a mini tender being issued shall be invited to tender.
- 4.4 All Mini Competitions shall be issued electronically via the Councils E-tendering portal, therefore Operators must have access to the internet and a valid e-mail address.
- 4.5 Operators shall have access to Microsoft Office software including Excel and Word or compatible software and compatibility to read PDF format documents.
- 4.6 The Mini Competition shall state precise relevant details of the type of transport, locations, days of travel, routes to be provided and pick up points where appropriate.
- 4.7 At this stage actual prices for the specific services that are the subject of the Mini Competition shall be requested.
- 4.8 Tender responses shall be evaluated by Officers at the Council using the following criteria:
- 4.8.1 Price
- 4.8.2 Quality
- 4.9 Weightings shall vary by individual Mini Competitions within the following parameters:
- 4.9.1 Price (Between 40% - 100% weighting)
- 4.9.2 Quality (Between 0% - 60% weighting)
- 4.9.3 Social Value (Between 0% - 15% weighting)
- 4.9.4 Actual weightings for each Mini Competition shall be confirmed within the Call Off documentation
- 4.10 Evaluation Criteria for each category is detailed below:

### **Price**

- 4.11 Operators shall be required to submit pricing directly on the Council’s E-Tendering Portal
- 4.12 The Council may specify a route mileage within the contractual documentation for the Mini Competition which may be used to calculate a ‘Cost Per Mile’
- 4.13 This ‘Cost Per Mile’ rate may be used to:
  - i. Assess competitiveness within the market, to allow the Council to make an informed decision to extend the contract at each ‘contract break point’
  - ii. Where applicable, used as a financial model to modify routes (extend or shorten) in conjunction with any “Cost Per Mile” requested in the mini competition bid and submitted by the operator

**Quality**

- 4.14 In assessing the answers to the questions set out in the Mini Competition documentation, the Council shall be seeking evidence of the potential Operator’s suitability to deliver the requirements of the contract.
- 4.15 Responses to a Mini Competition Specification shall be evaluated in accordance with the Evaluation Approach detailed in Figure 1. In the event that none of the responses are deemed satisfactory, the Council reserves the right to consider alternative procurement options.
- 4.16 The provision of false information shall disqualify organisations from further consideration.

**Figure 1 – Quality Scoring Criteria**

<b>Pass / Fail</b>		
<b>Pass</b>		<ul style="list-style-type: none"> <li>• The information / evidence has been assessed and judged to be acceptable.</li> </ul>
<b>Fail</b>		<ul style="list-style-type: none"> <li>• No information / evidence has been provided.</li> <li>• The standard of the information / evidence provided is unacceptable.</li> <li>• The information / evidence has been assessed and does not comply with the minimum acceptable standard.</li> </ul>
<b>Scored (0 / 1 / 2 / 3 / 4 / 5)</b>		
<b>0</b>	<b>Unacceptable</b>	<b>Fails to meet the standard required – Response significantly deficient or no response.</b>
<b>1</b>	<b>Poor</b>	<b>Significantly fails to meet the standard required – Inadequate details provided and/or requirement/question not addressed or answered and/or proposals not directly relevant to stated requirement/question.</b>
<b>2</b>	<b>Limited</b>	<b>Fails to meet the standard required in most aspects - Limited or inadequate information provided in most areas. Only partially addressing the stated requirement/question.</b>

3	Satisfactory	Meets the standard required in most aspects - Limited information provided in some areas. Only partially addressing the stated requirement/question.
4	Good	Meets the standard required - Information provided addresses the stated requirement/question.
5	Excellent	Meets the standard required - Comprehensive response provided in terms of the details and relevance to the stated requirement/question. Detailed evidence/ information provided to support the proposal/answer.

4.1 The Council expressly reserves the right to require a potential Operator to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in the tender documentation. The Council may seek independent financial and market advice to validate information declared, or to assist in the evaluation.

4.2 Failure to provide the required information, make a satisfactory response to any question, or supply documentation referred to in responses, within the timescale given, may mean that the Operator shall not be considered further.

4.3 Bids shall be deemed to be non-compliant where they fail to achieve a minimum score of 2 for the answer provided to any question.

**Social Value**

4.4 The Council shall procure services through the DPS that have a positive Social Value to those using services and the wider community in Derbyshire.

4.5 The DPS shall encourage small and medium sized enterprises (SME’s), charities and social enterprises to have the opportunity to compete for transport contracts offered by the Council.

4.6 The Council may put in place specific Social Value criteria at the Mini Tender stage to measure and demonstrate how it is achieving positive outcomes.

**Should Cost Guide Price**

4.7 The Council may in any Mini Completion Tender choose to use a Should Cost Price Guide. This guide price is to provide Operators with the Councils considered price to deliver the service being tendered. The Should Cost Guide Price is established by the Council taking account of things such as, but not limited to, mileage, type of vehicle and associated operating costs, fuel prices at the time, dead mileage estimates and other market forces. The Should Cost Guide Price shall not be used by the council when evaluating bids or in awarding a Contract its purpose is as a guide to support the market in costing-out services.

**6. Part 5 – KPI’s and Contract Management (Applicable to all Lots)**

5.1 The Council has a standard suite of Key Performance Indicator’s (KPI’s) that help the Council to measure the performance and quality of services and Operators (See Terms and Conditions Schedule D).

5.2 The Council operates a “points” system for failure to achieve the required contract outcomes (See Terms and Conditions Schedule D)



- 5.3 KPI's which attract points for failure to achieve the required standard(s) shall be cumulative and measured over a rolling twelve-month period. Operators who hold more than one contract shall be measured using a cumulative total of all points across all contracts held.
- 5.4 Should an Operator accumulate points totalling 15 or more in any period the Council shall invoke Clause 17.1.2 of the Terms and Conditions unless agreed otherwise by the Council.
- 5.5 Should an Operator accumulate a further 5 points in a period when a written warning is in place then the Council shall invoke clause 17.1.3 of the Terms and Conditions unless agreed otherwise.
- 5.6 Should an Operator accumulate further points totalling 20 points outside of a written warning period then the Council shall deal with this as set out in 5.4 above
- 5.7 Further remedies or the termination of contract(s) shall be applied in line with the Terms and Conditions.
- 5.8 KPI's may have a financial remedy for failure to meet the required service level, detail of these shall be identified in the Mini Competition for call off and the Terms and Conditions Schedules.
- 5.9 In addition to the KPI's set out in Schedule D the Council reserve the right to set additional bespoke KPI's. Additional bespoke KPI's shall be identified and detailed in the Mini Competition documents for call off.
- 5.10 Poor performance shall require Operators to meet with officers of the Council. Meetings shall provide the opportunity for Operators and the Council to consider and agree action plans to improve performance.
- 5.8 Escalated, unresolved performance issues or grievances will be dealt with by the Council in line with the Terms and Conditions

## **7. Part 6 – DPS Contract Term and Call Offs**

- 6.1 The Council retains the option to terminate or extend the DPS at any time. Please refer to "Part 8 – Termination of the DPS"
- 6.2 Call Off Contracts carried out under this DPS shall be for a period detailed in the Mini Competition documents but generally shall be for a period(s) of 7 weeks up to 12 years with break clauses determined by the Council and set out in the tender documents.

## **8. Part 7 – Reports and Annual Review Procedure**

- 7.1 Operators shall be required to provide monitoring information when requested by the Council or as detailed in the Call Off specification.
- 7.2 Operators may be contacted by the Council from time to time, to participate in market intelligence surveys. These are for information purposes only and responses to these

surveys shall have no impact on enrolment on the DPS nor any future Mini Competition evaluations.

7.3 All Operators that are admitted to the DPS shall be subject to an Annual Review on the anniversary of joining the DPS. This is to ensure that DPS suppliers continue to be of appropriate standing and quality throughout the life of the DPS.

7.4 Requirements of the annual review shall include:

7.4.1 Operators shall submit renewed and updated self-declarations to confirm that their exclusion and selection status has not changed

7.4.2 Operators shall confirm that they still wish to be enrolled on the DPS

7.4.3 Operators shall confirm which Lots they wish to be enrolled on

7.5 Operators shall respond to the Annual Review within 14 days upon notification

7.6 Any Operators who do not respond within the timescale defined in 7.5 shall be removed from the DPS

7.7 Any Operator who no longer wishes to be enrolled on the DPS shall be removed

7.8 Any Operator who is no longer able to meet the Council's requirements defined in the Selection Questionnaire shall be excluded from the DPS

## **9. Part 8 – Order and Invoices**

8.1 Orders, from here on referred to as "Call Off Contracts" in respect to this DPS, shall be made following a Mini Competition.

8.2 The successful bidder shall be invited to enter into a contract with the Council to provide services. Contract acceptance documents shall be issued to the Operator for signing. The Call Off Contract offer shall have a specified timescale for its return. If the Operator fails to return the signed Call Off Contract within the specified timescale, the Council reserves the right to withdraw the Call Off Contract offer and award to the next Most Economically Advantageous Bidder.

8.3 In consideration of the provision of Services, following a Mini Competition and Call off, in accordance with the Terms & Conditions (Schedule C), the Council shall pay the Charges to the Operator.

8.4 All invoices and claims for payment shall be made electronically via email and the Operator must have access to email.

8.5 All invoices submitted electronically for payment must identify the Council as detailed below:

Derbyshire County Council

County Hall

Matlock

DE4 3AG

## 10. Part 9 – Termination of the DPS

9.1 It is the Council's intension that this DPS shall form part of the long-term strategy for Passenger Transport Provisions. However, the Council retains the option to terminate or extend the DPS at any time.

9.2 Should the Council terminate the DPS:

9.3 All enrolled Operators shall be notified via the Councils E-Tendering portal

9.4 All active Call Off Contracts shall remain active for their duration of contract and Operators shall be required to continue service delivery with no disruption until the end of the contract.

9.5 There shall be no change to the terms of existing Call Off Contracts.

9.6 The Council shall no longer advertise any opportunities using the DPS.