

Wolverhampton City Council

Relating to the provision of Passenger Transport

SPECIFICATION

- Lot 1: Passenger Carrying Vehicles (Saloon Car Hatchback)
- Lot 2: Passenger Carrying Vehicles (5/7 Seat / People Carrier)
- Lot 3: Passenger Carrying Vehicles (Wheelchair Accessible Vehicle)
- Lot 4: Passenger Carrying Vehicles (7/8 Seat Vehicle/Minibus)
- Lot 5: Passenger Carrying Vehicles (9/16 Seat Minibus)
- Lot 6: Passenger Carrying Vehicles (9/16 Seat Minibus Wheelchair Accessible)
- Lot 7: Passenger Carrying Vehicles (Coach upto 25 Seats)
- Lot 8: Passenger Carrying Vehicles (Coach 25 to 32 Seats)
- Lot 9: Passenger Carrying Vehicles (Coach over 33 Seat)

1 VEHICLES

Maintenance

- 1.1 All contractors must at all times be able to demonstrate that they meet the standards of vehicle maintenance required pursuant to their operating licence or their taxi licencing maintenance requirements (whichever being required for the operation of the contract). These standards must also be met by the voluntary sector.
- 1.2 The general condition of the vehicle, including bodywork, seats, interior trim, must be in a tidy and safe condition. Vehicle condition and appearance must be such that parents, passengers, clients and the public can have full confidence in the transport and vehicles provided.
- 1.3 All Vehicles must be equipped with a defect book (or equivalent record of pre-use check and defect reporting system) which is to be completed daily, including nil returns, following a pre-use check by the driver or responsible person. Drivers must be made aware of their legal responsibilities regarding vehicle condition and the procedures for reporting defects.

Licensing

- 1.4 Vehicles licensed to carry 8 passenger seats or less must be *licensed for Private Hire or Hackney Carriage* by the Council's licensing team. It is not acceptable for vehicles of this size to operate under a PCV operator's licence
- 1.5 Vehicles licensed to carry 9 passenger seats or more must be *licensed as a Passenger Carrying Vehicle (PCV)* with an appropriate Operating Licence as administered by the Driver and Vehicle Standards Agency.
- 1.6 All community transport schemes that are contracted to the council must operate under either a Section 19 or Section 22 permit and comply with the conditions of either of these permits at all times. They must comply with all other aspects of the Standard Conditions of Contract.
- 1.7 The contractor must notify the Council immediately of any change to an operating licence (whether administered by the local authority or the DVSA), or any disciplinary action proposed or taken against the contractor by any licence issuing authority.
- 1.8 The Contractor must ensure all vehicles used on Council Contract work will be suitably taxed as per DVLA regulations www.dvla.gov.uk/vehicle-tax for the full duration that they have Contracts.
- 1.9 To comply with the licensing requirements above, all vehicles must display the appropriate documentation, i.e. hackney or private hire taxi licensing plate, a valid Operator's disc or valid Section 19 or 22 permit.

Insurance

- 1.10 Cars – (all vehicles able to carry up to 8 passengers) must have insurance cover either for contract hire, hire or reward, hackney carriage (taxi) work, or for private hire use. Insurance for “business use” or for “the policyholder’s business” is not sufficient, unless it includes a written reference to taxi or private hire usage. Social domestic and pleasure cover is not sufficient.
- 1.11 PCV’s – Contractors with vehicles able to carry more than 8 passengers require motor vehicle insurance cover as a PCV operator, for hire or reward, or other cover indicating in writing the use of the bus or coach for commercial operation.

2 Vehicle Operation

- 2.1 All vehicles must fully comply with the law at all times.
- 2.2 The Contractor must ensure that drivers do not use mobile phones (including hands free) or 2-way radios whilst driving.
- 2.3 The Contractor must have procedures in place should an accident or mechanical breakdown occur with drivers / passenger assistants aware of these procedures.
- 2.4 The Contractor must ensure all equipment within their vehicles (i.e. fire extinguishers / booster seats) is operational and safely secured.
- 2.5 The Contractor must ensure they have suitable cover in place for drivers and any staff, in the future this may include passenger assistants, if they are unable to attend work for sickness, holiday or personal reasons.
- 2.6 The Contractor must notify the Council within 48 hours if they or any of their drivers are convicted of a driving offence and are banned and/or have points placed on their driving licence.
- 2.7 The Vehicle(s) used must not be of a smaller passenger capacity (whether seated or in wheelchairs) than that specified. The seating capacity of the Vehicle is not to be exceeded under any circumstances.
- 2.8 The Contractor should give reasonable assistance to passengers in reclaiming any property recovered in Vehicles.
- 2.9 Where CCTV is installed on a vehicle it must be turned off whilst working on Council contracts.
- 2.10 The Contractor must ensure all vehicles used on the Council Contract work will be suitably MOT’d for the full duration that they have Contracts operating under the DPS.
- 2.11 The Contractor must ensure all drivers hold a current and valid full driving licence which allows them to drive legally within the UK.
- 2.12 All Contractors must be able to be contacted by telephone at any time during the day from the start of the Route in the morning to the end of the route in the evening

3 SPECIFIC REQUIREMENTS FOR ALL VEHICLES

- 3.1 The Contractor will be responsible for the purchase and supply of all appropriate restraint equipment (which includes seat belts, child or adapted seats, booster seats, passenger restraints or harnesses and wheelchair restraints), unless otherwise notified in the Specification.
- 3.2 All equipment must at all times be in full working order, including heaters, de-misters, mirrors, door handles, seatbelts. All seats must be properly secured in the vehicle.

- 3.3 Vehicle having up to 16 passenger seats must be fitted with 3-point inertia-reel seatbelts. Vehicles having more than 16 passenger seats must be fitted with 3-point inertia-reel seatbelts, or lap belts.
- 3.4 All seats must be forward facing.
- 3.5 On coaches and minibuses, when carrying passengers, all emergency exits/doors must be unlocked at all times.

4 ADDITIONAL REQUIREMENTS FOR CARRYING PASSENGERS IN WHEELCHAIRS (ACCESSIBLE VEHICLES)

- 4.1 Vehicles must comply with DETR Code of Practice VSE 87/1 “The Safety of Passengers in Wheelchairs on Buses”, which includes a specification for vehicle tracking - fixing and spacing. All wheelchair accessible vehicles must have a clear space of at least 1.3 metres for each wheelchair, along the length of the vehicle, to situate and restrain wheelchairs.
- 4.2 Where a passenger lift is fitted, there must be documentary evidence of a statutory thorough examination of the lift at least every 6 months. This examination must comply with the Use of Lifting Equipment (LOLER) regulations (regulation 11, HSE Book L113) which require a competent independent person to carry out the statutory thorough examination of the lift.
- 4.3 Any contractor supplying a wheelchair accessible vehicle is responsible for ensuring that the vehicle is fully equipped for carrying wheelchairs safely at all times. This includes supplying:
 - Appropriate standard 4-point tie down straps for securing wheelchairs
 - Inertia-reel belts or other suitable 2, 3 or 4-point harnesses for securing the passenger in the wheelchair
 - Where fitted to a vehicle, all available and appropriate safety equipment must be utilised to secure the passenger and wheelchair.
 - The driver must be appropriately trained in its use.
- 4.4 The Contractor must also ensure the driver is competent in securing wheelchairs and the safe working practice of tail-lift operation prior to working on contracts, to ensure that they carry passengers according to safe practice.

5 DRIVERS AND PASSENGER ASSISTANTS AND OPERATIONS

- 5.1 The Contractor will ensure that all appropriate DBS checks are undertaken on all staff engaged to provide or supervise the provision of the services within this Contract where they will come into contact with children and/or vulnerable adults. The cost of DBS checks will be borne by the Contractor. However, support with the process of application may be available through the Council.
- 5.2 Training requirements for passenger assistants are First Aid, Safeguarding and Child Sexual Exploitation Training and Wheelchair & Passenger Restraints. Epilepsy will also be required if identified in the Specification. All appropriate training must be completed before the commencement of the Contract, and valid certificates of competency must be supplied, this training shall be at the expense of the Contractor.
- 5.3 Before the Commencement Date of any special needs or adult social care Contract the Contractor must supply the name and address of the driver(s) and passenger assistant(s), should passenger assistants be provided by the Contractor at a future point in time, to be used on a regular basis. No person other than these named individuals may act as driver or passenger assistant for the Contract, except in an emergency, when another driver or passenger assistant already approved by the Council may be substituted provided the Council have been notified immediately and prior to the (Contract) commencement date.
- 5.4 Before the first day of operation of the Contract, the Contractor must make arrangements on special needs or social care transport for the regular driver and, where relevant, passenger assistant to introduce themselves to the parents/carers.

- 5.5 Where the Contract carries a passenger assistant provided by the Council, the passenger assistant is to assist passengers. The driver must, as far as is practicable, assist the passenger assistant to support the needs of the passenger.
- 5.6 Where a Council passenger assistant is provided, they must be met at a mutually agreed boarding point prior to the commencement of the route. The passenger assistant must be returned to this point when the route has been completed, unless otherwise agreed by the Contractor and the passenger assistant.
- 5.7 On an occasion when a relief passenger assistant is needed to cover the route, they may need to be collected from their home address. There will be no extra fee payable for this. This should be taken into account when submitting your tender.
- 5.8 The Contractor must ensure their drivers and passenger assistants will only use tail-lifts and wheelchair restraining equipment once trained and certified, and that they will attend refresher training courses every four years.
- 5.9 No unauthorised passengers are to be carried.
- 5.10 The Contractor must notify the Council within 48 hours if they or any of their drivers are convicted of a driving offence and are banned and/or have points placed on their driving licence.

6 POLICY AND PROCEDURES (All Lots)

- 6.1 The Contractor must ensure they have a written complaints procedure in place which is followed each time a complaint is raised by the Customer.
- 6.2 The Contractor must ensure they investigate all complaints as per their complaint's procedure.
- 6.3 The Contractor must have a written disciplinary procedure for drivers, and passenger assistants if provided by the Contractor.
- 6.4 The Contractor must ensure they report all incidents (including, but not limited to incidents involving users, customers, vehicles, and third parties) that have occurred to the Council immediately. This must be followed up in writing within 24 hours of the incident occurring.
- 6.5 The Contractor must ensure they comply with Data Protection Act by having a procedure in place for handling sensitive information to drivers / passenger assistants and to ensure sensitive passenger information will not be divulged to anyone else either deliberately or accidentally.
- 6.6 The Contractor must ensure that they and their drivers, and passenger assistants if provided by the Contractor, notify the Council immediately if any passenger personal data goes missing so that Council staff can complete an 'Information Incident Reporting Form'. The Contractor must follow this up in writing within 48 hours.
- 6.7 The Contractor must ensure that they and all their drivers, and passenger assistants if provided by the Contractor, will comply with all legal requirements.
- 6.8 The Contractor must ensure that they and all their drivers, and passenger assistants if provided by the Contractor, will comply with these terms and conditions of contract.
- 6.9 Contractors must supply their drivers with a copy of the Council's Driver Handbook and all drivers must be familiar and comply with its contents. The Council Drivers Handbook will be provided to each Contractor upon award of contract.
- 6.10 The Contractor must ensure that they and their drivers, and passenger assistants do not smoke in vehicles before, during or after Contract work.
- 6.11 The Contractor must ensure all drivers hold a current and valid full driving licence which allows them to drive legally within the UK.

6.12 In the case of contracts requiring transport with a PCV the Contractor must ensure that all their drivers hold the Driver Certificate of Professional Competence (CPC) and carry their Driver CPC card whilst driving professionally a contract requiring a PCV.

7 CONTRACT MONITORING AND PERFORMANCE (All Lots)

7.1 Contractors to must provide evidence of the following within five working days of a request from the Council. Such requests may be made at any time during the duration of the contract.

- Insurances relevant to the operation of the contract including liability insurance and vehicle insurance
- Details of drivers and Passenger assistants currently employed on HC contracts
- Details of vehicles currently being used on Council contracts
- Driver licence details and details of driver licence entitlement checks
- Drivers daily vehicle check reports, vehicle maintenance records including MOT records, and DVSA reports

7.2 The Council will monitor the performance of the Contractor through the measures set out below which may be carried out at any time throughout the Contract and in accordance with the Service Performance Standards set out in Schedule 3:

- Route checks
- School / Centre visits
- Analysing of non-compliance issues and complaints
- Sampling of invoices
- Audit of documentation
- Customer satisfaction survey/sampling

8 ADVERSE WEATHER PROCEDURE

8.1 The decision whether to operate based on local weather and driving conditions rests with the Council. The decision will be made taking into account that if passengers are transported into an establishment in the morning it is the responsibility of the Contractor and the Council to ensure their safe return in the afternoon.

8.2 In the event of major disruption, the Council may issue citywide guidance based on information from the Met Office and its own Highways Services.

8.3 Schools may decide not to open or finish early during the day. Contractors must keep in touch with the Council and their local schools to keep up to date with any changing circumstances.

SERVICE PERFORMANCE STANDARDS

1. Service Performance Standards – Introduction

- 1.1. The Contractor shall be responsible for the performance of the Contract in full compliance with the following Conditions of Contract and all relevant codes of conduct as issued by the Council.
- 1.2. The Council regards the quality of service as very important, and the Contractor must take all reasonable steps to ensure that, as well as operating all the specified journeys, the Services are provided to the required quality. From time to time the Council will, without notice, monitor the Services, and will also investigate complaints received from passengers or other sources.
- 1.3. The Council recognises that unreliability can be caused by circumstances beyond the control of the Contractor; however, failures to meet the Specification which in the opinion of the Council could reasonably have been foreseen or otherwise avoided by the Contractor may incur penalties under this procedure.
- 1.4. If, from any source, the Council has evidence that the Contractor has failed to meet the required standards, action may be taken as described below. The onus will be on the Contractor to show that any alleged irregularities did not occur; providing whatever evidence to the Council that may be available. In the absence of such evidence, the allegation may be treated as being correct.

2. Penalty Points

- 2.1. Those Contractor(s) who do not operate to the required standard normally expected within the industry, including, but not limited to compliance with normal requirements for roadworthiness and any breach of contract shall attract penalty points in accordance with the Penalty Points Tariff (“the tariff”) detailed below. The Council may at its sole discretion revise the tariff at any time subject to notifying the Contractor 30 days in advance of such revision(s) becoming effective. Any penalty points awarded shall be notified to the Contractor(s) in writing within 5 working days of being awarded.
- 2.2. In the event that 30 penalty points are accumulated over the period of the contract, the Council will have an informal warning meeting with the Contractor(s). Should 40 penalty points be reached then a formal warning meeting with the Contractor(s) will be arranged and the Council reserve the right to terminate this contract and all other contracts with immediate effect and, if it is so required, remove that Contractor from the Councils list of Contractor(s).
- 2.3. A Notice will be issued to the Contractor(s) detailing the circumstances leading to the removal and the period of time before which the Contractor(s) could reasonably expect to make a written application to be considered for reinstatement.

The tariff will include the following:

1.	Vehicle operated without licence or insurance	30 points
2.	Vehicle operated with unlicensed driver	30 points
3.	Vehicle issued with a Notice for serious defect *	10 points
4.	Failure to supply seat belts	10 points
5.	Failure to report an accident in the prescribed time	5 points
6.	Not using wheelchair restraints or wheelchair restraints faulty	10 points
7.	Vehicle not to contract specification	5 points

From the list above the Council have now identified higher risk areas * where the Council have reviewed the points allocation and will issue notices advising the Contractor of complaints received by the Council in advance of any other notice advising accumulated points (30) or formal review meeting (40) points.

*non-compliance in these areas could result in contract termination

Cat / Ref	Penalty Points Tariff	Penalty Points
<u>Vehicle</u>		
A1	Seatbelts: Not Provided	15
A2	Seatbelts: Poorly maintained (Frayed Material / Stitching undone)	10
A3	Seatbelts: Anchorage Points unsecured or poorly maintained	10
B	Dirty Vehicle: Interior and/or Exterior	1
C	Display Sign: Failure to display School Child sign on PCV licenced vehicle operating education contracts	5
D	First Aid Kit: Not fully stocked or inaccessible or not in vehicle	5
E	Fire Extinguisher: Not in working order or inaccessible. Maintenance record checks not updated	5
F	Child proof locks not in operation	7
<u>Driver:</u>		
A	Driver is rude, uncooperative or disruptive	3
B.1	Driver arriving late for drop off or collection – (10 minutes)	3
B.2	Driver arriving late for drop off or collection – (30 minutes)	5
B.3	Driver not turning up for contracted route	7
C	Driver Providing or consuming drinks (alcoholic/non-alcoholic) / food / sweets / controlled substances / tobacco products to passengers without authorisation	5
D	Driver carrying unauthorised passengers	3
E	Driver smoking or encouraging children or passengers to smoke during operation of contract.	5
F	Driver failing to advise Pupil Services, School, Skills & Learning of any instances of serious behavioural problems	3
G	Driver using Mobile telephone whilst in-transit	5
H	Driver moving off before all passengers are seated and seatbelts fastened securely	5
I	Drive using any portable or handheld electronic device whilst in transit	5
J	Driver using any audio equipment (head mounted) that may cause distraction whilst driving. (Not including Bluetooth or similar devices.)	5
K	Driver having physical contact with passengers without the express authority of the passenger	5
L	Driving erratically or with excessive speed	7
M	Driver asleep (whilst vehicle stationary or IN-Transit)	15
N	Other (Discretionary points allocation)	
<u>Provider(s)</u>		
A	Subcontracting without prior agreement of the Council	10
B	Failure to provide vehicle of contracted size or specification	5
C	Non operation of contract	7
D	Changing vehicles part way through contract without authorities prior agreement	5
E	Changing children between contracted vehicles without prior agreement of the Council	3
F	Combining contract journeys without the prior agreement of the Council	3
G	Diverting from contract route without justifiable cause or prior arrangement of the Council	3

H	Council unable to contact Provider(s) base or Provider(s) unable to contact driver	3
I	Failure to comply with the recommendations of the DfT Transport Code of Practice "Safety of Passengers in Wheelchairs "VSE87/1 (May1987) (currently under review).	10
J	Failure to inform Pupil Services of a change of driver to a contracted route	3
K	Failure to inform Pupil Services of a change of vehicle to a contracted route	3

3. Appeals

3.1. Any appeal by the Contractor against termination will be considered by the Director of Education, or their appointed officer, whose decision will be final. The appeal may be determined by written evidence alone or with a hearing, at the discretion of the adjudicating officer. The Contract maybe suspended until the outcome of the appeal is determined. No payment will be made by the Council for the period of suspension, even if the Contract is subsequently reinstated.