

# **APPENDIX A - GENERAL SPECIFICATION for Passenger Transport and related Services using taxis, minibuses and coaches**

**DN181203**



**PLEASE READ THESE INSTRUCTIONS CAREFULLY BEFORE PREPARING  
YOUR SUBMISSION.**

## **INTRODUCTION**

The Council provides passenger transport for approximately 700 qualifying SEN and LAC learners in a combination of taxis and minibuses. There are currently 140 taxi and Minibus routes, along with a small number of vehicle only contracts where drivers employed by the Council are used. Where individual circumstances require it, a passenger assistant (PA) provided by the Council accompanies the learner to provide support during the journey.

## **BACKGROUND**

Typically the transport requires individual learners & passenger assistants to be collected from home to an agreed schedule in the morning, with the learners then delivered to school and the (in most cases) the passenger assistant dropped at home. In the afternoon the reverse applies, with the collection of passenger assistants (in most cases) from home, followed by the collection of learners from school, who are then taken home in line with an agreed schedule, on occasion, some children will be taken to a local care centre after school and will also require collection after the session has ended. The requirement is normally for the full school year, which comprises approximately 190 days per year for schools and 170 days a year for colleges.

Total expenditure on the taxi and minibus contracts for home to school travel is in the order of c£3-5M per annum, with actual contract values varying considerably due to the nature or the route, distance travelled and specific needs of the learners being transported.

The transport contracts will provide a steady and reliable source of income for successful tenderers over the period of the contract, with payments being either via BACS transfer payment of invoices for Hackney and private hire contracts, or 12 automated monthly payments by BACS for minibus, coach and driver only contracts.

## **KEY PERSONNEL**

The following positions are considered to be key personnel:

- Operational Manager
- Drivers
- Supplier Controller
- Supplier Accounts administrator
- Named personnel for all complaints/training

## **DETAILED SPECIFICATION**

Whilst the service is required to be available on a 52 week basis, the majority of the business is provided to schools and colleges on a term-time (38 weeks) only basis. Prospective Suppliers will need to make themselves aware of and conversant with the likely periods of peak demand.

The Supplier shall determine how best to meet this requirement through research and evaluation of anticipated demand and open dialogue with the Council.

The Supplier shall provide auditable evidence of all journeys undertaken.

The needs of the learners being transported varies considerably and in some cases disabled access vehicles will be required (including the provision of tail lifts on some minibuses) and drivers may in certain circumstances need special training in dealing with the individual learners, securing of wheelchairs etc.

In all cases, drivers will need current Disclosure and Barring Service (DBS) clearance and in the case of hackney or private hire drivers, will need to be appropriately licensed via Transport for London. Drivers will also be required to be clean, smart and appropriately dressed and be courteous and polite to passengers at all times.

Individual Private Hire drivers tendering directly for the provision of services will be required, if successful, to obtain an appropriate Operator's License and/or permits. The Council will advise on and assist with the application process in respect of this where required.

All vehicles will need appropriate insurances, MOT certificates, registration documentation and (where appropriate) to have complied with the Council's licensed vehicle checking requirements and any applicable Operating License /permits/ VOSA requirements. Vehicles will also need to meet specified standards in respect of presentation, quality and cleanliness.

The tenderer must satisfy themselves as to the use of the most appropriate vehicle able to be used within London Borough of Enfield roadways.

## **MANAGEMENT INFORMATION**

The Supplier shall provide the following information on a monthly or annual basis in order to allow effective monitoring of the service performance and levels of satisfaction through usage.

### **Monthly Management Information**

- Individual journey details
- Individual journey costs
- Consolidated monthly charge
- Monthly electronic invoicing
- Changes to driver details eg change of address or if left the company

### **Annual Management Information**

- Consolidated annual charge for London Borough of Enfield Council

## **CONTRACT MANAGEMENT**

The supplier is expected to attend at least termly meetings with the Passenger Transport Services Team in order to share the information that is collected and discuss any issues.

Meetings may take place at the Morson Road Depot/Civic Centre or the Supplier's office.

## **PERFORMANCE MANAGEMENT**

The performance measures detailed in the table below will be applied to the Contract. The % rates are per journey cost for the route and will be applied for each breach of performance.

<b>1. Vehicles</b>	
<b>Description of Performance Breach</b>	<b>Cost Recoverable</b>
Receiving an immediate prohibition notice from VOSA, the Police or LBE Licensing Officer on a LBE contract vehicle	100% plus consideration of termination of route and/or contract
Receiving a delayed prohibition notice from VOSA or the Police	50%

Receiving an advisory or other notice from VOSA, the Police or LBE Licencing Officer on a LBE contract vehicle	10%
Failure to provide a vehicle meeting the specification contained in the contract or using a vehicle in contravention of Vehicle Construction and Use Regulations	100%
Provision of a vehicle not tidy, clean, dry or adequately heated/ventilated or in poor condition interior/exterior	50%
Not displaying appropriate licence or permit	50%
<b>2. Operator</b>	
Using a non-approved driver	100% plus consideration of termination of route and/or contract
Sub-contracting without authorisation from LBE Transport Team	100% plus consideration of termination of route and/or contract
Failure to provide a suitably trained driver in the use of wheelchair accessible equipment and WTOR (Wheelchair Tie down Occupant Restraint) specific to the operation of wheelchair accessible routes or incorrect WTOR's and/or passenger restraints being used on contract.	50%
Failure to carry approved Passenger Assistant as required	100%
Failure to provide written report within specified timescale following any adverse incident or complaint	25% per day until receipt of information
Breach of Data Protection Act	100% plus consideration of termination of route and/or contract
Failure to hold the required insurance policies or ensure that sub-contractors hold the required insurance policies	100% and consideration of termination of route/contract
Failure to report any accident/collision (however minor) immediately, taking place whilst on contract	100% plus consideration of termination of route and/or contract
No means of two way communication with the driver or Passenger Assistant and LBE transport team whilst operating the route	25% per day until resolved
Failure to provide vehicle/driver documentation within the timescale specified by LBE Officer	25% per day until documentation produced
Failure to follow reasonable instructions from a LBE Officer	Consideration of termination of route and/or contract
Failure to meet any other terms and conditions of contract not listed specifically	10%
None return of LBE contract driver badges when driver leaves the company	£100 per badge
Failure to notify LBE of driver not wishing to continue with LBE Contract Driver Badge application & DBS processing	£25 per driver

3. Route / Driver	
Conveying an unauthorised passenger	100% and consideration of termination of route/contract
Failure to operate a journey	100% plus additional cost of LBE arranging replacement service
Late running – more than 10 minutes late picking up first passenger	50%
Driver failing to correctly fit child car seat/harnesses/WTOR and any/all safety related equipment.	50%
Driver smoking/e-cigarettes whilst on contract	100% and consideration of termination of route/contract
Refuelling whilst on a contracted, in borough journey with any passengers (including passenger assistant) on board	100% and consideration of termination of route/contract

## 1. Route Specification

- 1.1 All routes must operate in accordance with the Route Specification as supplied by London Borough of Enfield (LBE).
- 1.2 If the Contractor wishes to amend a route in any way, to meet or reflect changing circumstances, this must first be discussed with, and agreed by, LBE. Any permanent change must be confirmed in writing.
- 1.3 No other passengers must be carried without prior approval from LBE Transport Officers.
- 1.4 If a route is regularly running either behind or ahead of schedule the Contractor must report this to LBE Transport Team in order that sensible re-timings can be made and parents informed of the change.
- 1.5 Drivers and Passenger Assistants must not make private arrangements with parents/carers to amend the timings of routes or different pick-up and drop-off arrangements.

## 2. Driver Requirements

- 2.1 Contractors must ensure that drivers are working within EU directives on driver hours and rest periods.
- 2.2 Drivers who are driving a minibus class vehicle under a Section 19 permit agreement must hold a valid minibus driver test certificate.
- 2.3 Contractors (at their expense), shall ensure all drivers attend training as specified by LBE for example, Safe use of vehicle and safety equipment, Safeguarding Children etc.
- 2.4 Contractors shall be responsible for distributing and ensuring drivers receive any guidance, leaflets or information provided by LBE, and that drivers read and understand it.
- 2.5 Contractors must ensure that all Passenger Carrying Vehicles (PCV) drivers complete the Certificate of Professional Competence (CPC) training as required by law.

### 3. Documentation

- 3.1 A full list of vehicles to be used on the minibus contracts, together with their license numbers, must be supplied to the LBE Transport Team. Any changes/additions to this list during the contract period must be notified to the council in writing at least 5 working days prior to use of the vehicle on this contract.
- 3.2 The Contractor shall notify LBE Transport Team of any driver who leaves their company/consortium and must secure return of the Contract Driver Badge and return it to LBE.
- 3.3 Minibus operators shall notify LBE Transport Team if a driver changes their name or address. This is required for administration of the DBS renewal process. Taxi operators must inform LBE Licensing Department of changes to name or address.
- 3.4 Any accidents/collisions (however minor) should be reported to LBE Transport Team immediately by telephone.
- 3.5 Any minor near misses/incidents should be reported within 24 hours.
- 3.6 The Contractor shall complete and return to LBE Passenger Transport Services Team, a Health and Safety Incident Report Form for any accidents, incidents or near misses which may occur whilst undertaking the contract.

### 4. Action Against Operator

- 4.1 The Operator shall immediately notify the Council in writing of any action taken against the Operator by the Traffic Commissioner, Vehicle and Operating Standards Agency (VOSA), Police, licensing authority or other such body which imposes any prohibition on any Vehicle used to provide the Service or issues any formal warning or notice or disqualification of the Operator's licence or any other permit or permission required to enable the Operator to perform any part of the service. Such notification to be made within 24 hours of a notice, prohibition or disqualification being issued. If the Operator is unable to provide a service due to any action taken against it as referred to in this clause the council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Operator.

### 5. Protection of Children

- 5.1 The operator shall ensure compliance with Section 11 of the Children Act 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation, to promote the welfare of children and vulnerable adults, in the delivery of all aspects of the service.
- 5.2 LBE will undertake a Disclosure and Barring Service (DBS) check on all drivers who will be undertaking school, college and social care contracts.
- 5.3 The Contractor shall ensure that relevant office employees/telephone operators are suitably vetted and trained in child protection procedures.
- 5.4 The Contractor **must not use** any driver on a LBE route until the driver has been cleared and a Contract Driver Badge issued.
- 5.5 The Contractor must keep a record of their drivers' badge expiry dates, ensuring that a driver contacts LBE at least 12 weeks prior to expiry date to undertake a renewal DBS.
- 5.6 The Contractor shall inform LBE People Transport Services Team should any driver receive a conviction, caution, reprimand or have any other involvement with the police which may affect their suitability to drive children or vulnerable adults.
- 5.7 After a Contract Driver Badge has been issued, should LBE be concerned about a driver's suitability because of information received in 5.6 above, or following a complaint, or following a Child Protection Strategy Meeting, or the receipt of a new Enhanced DBS disclosure, LBE reserve the right for the driver to temporarily refrain from driving on any LBE contract whilst the potential safety concerns are being considered.

- 5.8 To ensure drivers undertake appropriate training and refresher training in relation to safeguarding and welfare of children including child exploitation.

## **6. Customer Care**

- 6.1 Drivers and all other members of the Contractor's staff/employees must be courteous, polite and maintain a smart personal appearance when customer facing.
- 6.2 Where a complaint is received either by the Operator; or directly by the Council, about the standard of service or about the way any service has been delivered or procedures used or about any other matter connected with the performance of the contract, then the Operator shall take all reasonable steps to ascertain whether the complaint is valid. For the avoidance of doubt the Operator and council shall each provide to the other details of any written complaint within two working days of receipt of the complaint.

## **7. Child Car Seats**

- 7.1 The contractor will provide suitable child car seats or booster seats for children to travel in.
- 7.2 The Contractor must not use any other child car seat unless instructed to do so by LBE.
- 7.3 The Contractor shall ensure that drivers are given appropriate training in the correct fitting of child car seats and harnesses prior to their engagement to the contract. Such training will be provided at the Contractor's expense.
- 7.4 LBE will provide specialist harnesses that may be used for specific passengers.
- 7.5 If a vehicle has been involved in a road traffic collision the Contractor must contact LBE to arrange the inspection or replacement of the child car seats.

## **8. Accidents/Breakdowns whilst in Service**

- 8.1 The Contractor shall report any accident, breakdown of the vehicle, or other defect in service immediately, to LBE Transport Team, and must state what arrangements have been made to remedy the situation.
- 8.2 In the event of a breakdown, or an accident, it is the responsibility of the Contractor to provide a replacement vehicle/driver with the minimum delay.

## **9. Driver/Controller Communication**

- 9.1 Contractors must ensure two way communication between the vehicle and control at all times whilst operating any route on behalf of LBE taking into account Road Traffic Act 1988 Section 2 and 3, and Construction and Use Regulations 104 at all times.
- 9.2 Contractors must ensure they have two way communications between their base and LBE transport team at all times whilst operating a contract on behalf of LBE.
- 9.3 The Contractor is to supply LBE with the name of the driver for each minibus together with an up to date contact number.

## **10. Duration of Journey**

- 10.1 LBE will try to ensure that no child has to travel for any longer than stated within government guidelines, where practicable. The Contractor shall inform LBE of any routes that do not comply with this.

## **11. Late running**

- 11.1 The Contractor shall inform LBE Transport Team if any route is running more than 10 minutes late, in order that LBE can keep other parties informed, e.g. vehicle breakdown, road diversions, traffic congestion etc.

## **12. Waiting Time**

- 12.1 The Contractor shall take into account the clients they will be transporting may have special needs and therefore some delay and waiting can reasonably be expected.
- 12.2 If a passenger is not ready at the scheduled pick up time the driver should wait 3 minutes past the scheduled time and then immediately contact LBE Transport Team for further instructions.
- 12.3 LBE will not pay for the first 10 minutes of any waiting time or any waiting time where 12.2 has not been complied with. Any other waiting time must be agreed by LBE Transport Team.
- 12.4 No waiting time will be agreed for a school where 'lock down' time has already been incorporated into the contract price.
- 12.5 Contractors must take into consideration that departure times from each school will be affected by various factors including the volume of vehicles needing access to school premises at the end of the school day as well as unpredictable circumstances getting children onto transport vehicles.

### **13. Passenger Assistants**

- 13.1 The Passenger Assistants are employed by LBE or contracted through specific operator contracts and their primary role is to ensure the welfare and wellbeing of the child during the journey.
- 13.2 It is essential that the driver and passenger assistants work together as a professional team to ensure a comfortable, pleasant environment and safe journey for all passengers.
- 13.3 The Passenger Assistant is not responsible for the operation of wheelchair lifts, fitting of restraints or child car seats or any other equipment (including seating configuration) the child needs to travel in or on, this remains the responsibility of the driver.
- 13.4 There will be occasions due to sickness or other reasons, when a relief passenger assistant is allocated to the route. LBE will endeavor to provide a passenger assistant close to the route, but this may not always be possible. It is the responsibility of the Contractor to pick up and drop off the relief passenger assistant.

### **14. Individual School's Transport Policy**

- 14.1 Many schools have their own individual Site Transport plan which covers such matters as parking, picking up and setting down procedures, speed limits, lock down time, one way traffic flow etc. The Contractor must ensure their drivers are familiar with and adhere to each Schools Transport Policy.
- 14.2 A copy of each Schools Transport plan is available, upon request, from LBE.
- 14.3 The Operator/Driver must be aware of, and comply with, school/college and other establishment site management plans including direction for the movement of vehicles and supervision boarding and alighting of passengers.

### **15. Carrying Passengers in Wheelchairs (Accessible Vehicles)**

- 15.1 The Contractor shall be required to be familiar with any Department for Transport Policy and guidance regarding the safe carriage of wheelchair user passengers.
- 15.2 The Contractor must ensure that all drivers undertaking wheelchair accessible routes hold a current, valid, LBE 'Passenger Lift & Wheelchair Restraints Systems' certificate, or accreditation from a recognised training organisation (not applicable to Hackney Carriage).
- 15.3 Any special equipment that has been provided and paid for by LBE for use by a Passenger(s) must be returned to LBE when it is no longer required for the Passenger(s). Under no circumstances may equipment provided for use by an individual passenger be used for another passenger(s) without the prior written confirmation of the People Transport Services Team. The Operator must report



promptly to LBE any worn or defective equipment owned by the Council so that a replacement can be provided.

#### **16. Parent Carer Responsibility**

- 16.1 It is the parents/carers responsibility to ensure the child is ready at the appropriate place and time and brought out to meet the vehicle. It is also the parent's responsibility to meet the child from the transport after the homeward journey.
- 16.2 Parents/carers are responsible for assisting with the boarding/alighting of their children from the transport

#### **17. Insurance**

- 17.1 Contractors operating vehicles with more than eight passenger seats must ensure that the vehicle insurance cover is as a PCV Contractor for hire and reward, or other cover indicating in writing the use of the bus or coach for commercial operation.
- 17.2 Cars (or vehicles with less than eight passenger seats) must have insurance cover either for contract hire, hire and reward, hackney carriage (taxi) work, or for private hire use. Insurance for 'business use' is not sufficient, unless the certificate specifies in writing the above as nature of business.

#### **18. Data Protection Act**

- 18.1 The contractor shall comply, in all aspects, with the provision of the Data Protection Act 1984 (as amended), and will indemnify LBE against all actions, cost, expenses, claims, proceedings and demands, which may be made, or brought against, LBE, for breach of statutory duty under the Act, which arises from the use, disclosure or transfer of personal data by the Contractor, or his servants or agents.

#### **19. CCTV**

- 19.1 Where an operator provides (or allows drivers to provide) vehicles with CCTV equipment, this must be operated in accordance with the Good Industry Practice and must comply with government issued guidance available via [www.ico.gov.uk](http://www.ico.gov.uk). The operator or individual driver must be registered as a data holder if this is required. Confirmation for use must be sought from LBE and permission given in writing prior to use.