



DARLINGTON
Borough Council

ITT SCHEDULE 1

SPECIFICATION

**Dynamic Purchasing System (DPS) for Home to School, Special Educational Needs and
Vulnerable Passenger Transport Services**

1. Requirement

- 1.1. The Service is for Home to School, Special Educational Needs (SEN) and Vulnerable Passenger Transport Services.
- 1.2. This Service will provide a scheduled and ad-hoc passenger transport journey's, across a range of different vehicles, including wheelchair adapted vehicles.
- 1.3. Passengers will consist of eligible Service Users across the Borough of Darlington to be provided with transport.
- 1.4. The normal hours for this service will be Monday to Friday, on occasions there may be a need for a service outside of these hours.
- 1.5. Whilst the majority of routes will be within the Borough of Darlington and will not exceed 60 minutes, there may be the occasional need, for routes of over 60 minutes and/or where the destination is outside of the Borough of Darlington.

2. Details of the Service

- 2.1. **Safe:** The safety of each Service User under the Contractors care is the most important element. It should be evident in every aspect of the service including staff employment, training and processes and vehicle procurement and maintenance.
- 2.2. **Caring:** Contractors and their staff should understand the needs of the Service User groups and treat them appropriately. Contractor staff turnover and variations in their schedules should be minimised to relieve or prevent anxiety among vulnerable Service Users. Some Service Users in areas such as Special Educational Needs and Adult Social Care are likely to be vulnerable and may have a severe learning disability, behavioural needs, sensory or hearing difficulties or another physical disability. The ability to provide Drivers and Passenger Assistants who are sensitive to the needs of the Services Users and are appropriately trained will be essential for some journeys.
- 2.3. **Reliable:** Vehicles must arrive at the right location and on time, every time.
- 2.4. **Of High Quality:** Contractors must demonstrate the service is delivered to a high quality ensuring the needs of the passengers come first. Home to School Transport plays a major role in supporting regular attendance at school and the role of appropriate, timely, reliable, safe and affordable transport is paramount in delivering this significant aim.
- 2.5. All transport needs to be:

- 2.5.1. Robust enough to withstand future demographic changes
- 2.5.2. Supportive of current and emerging educational policies,
- 2.5.3. Simple to administer,
- 2.5.4. Equitable and transparent,
- 2.5.5. Safe at all stages of the journey, ,
- 2.5.6. Financially and environmentally sustainable,
- 2.5.7. Responsive to passenger needs,
- 2.5.8. Delivered effectively and efficiently

3. Lot Structure

3.1. Lot 1

- 3.1.1. Vehicles with 1 – 4 passenger seats available

3.2. Lot 2

- 3.2.1. Vehicles with 5 - 16 passenger seats available

3.3. Lot 3

- 3.3.1. Vehicles with 12 - 16 passenger seats available and a tail lift

3.4. Lot 4

- 3.4.1. Vehicles with 22+ passenger seat available

3.5. Lot 5

- 3.5.1. Emergency (short-term and/or short notice) requirements.
- 3.5.2. All contractors that bid for 1 or more of the above lots will be automatically added to this lot.

4. Operation of the Route(s)

- 4.1. The Contractor must comply with relevant site safety instructions and agree with the Council the most appropriate and safe means to embark/disembark.
- 4.2. In the event of an exceptional delay or disruption to the service, the Contractor must inform the relevant Authorised Officer immediately.
- 4.3. Once vehicle routes and timetables (where appropriate) have been agreed, they will not be amended without the prior agreement of the Council. It is important to note that routes can change on a regular basis from week to week and month to month.

- 4.4. It is important that routes are established in order to sustain the needs of Service Users.
- 4.5. The Council will inform each Contractor of any changes and expect that all alterations will be accommodated within a 24 hour period.
- 4.6. If the Contractor can no longer deliver the contracted route and wishes to terminate, the Contractor must notify the Council in writing giving at least 1 (one) months notice to arrange alternative provision.
- 4.7. Where relevant, Contractors who operate regular routes should visit the establishment to acquaint themselves with local arrangements. This will include: meeting the Service Users and or their families and familiarising themselves with the needs of the requirements of the service needed, if requested by the Council.
- 4.8. The driver is responsible for all Service Users to be allocated an appropriate seat with a compliant seatbelt or secured wheelchair space. There is to be no standing at any time. The driver must not continue with the route if this is not the case at all times. Service Users who are unwilling to accommodate this request must be reported to the Council.
- 4.9. The service must operate on time. Other transport activities of the Contractor will not be allowed to interfere with the running of the Service. Drivers must adhere to the time issued within the route sheet and the passengers must not be dropped off early or collected late.
- 4.10. The Council will provide advice on how to progress and manage the Service User(s) behaviour and Passenger Assistants will also assist this process when allocated to specific routes. The Contractor and the Driver will assume full responsibility for Service User(s) safety from the point at which they board the vehicle until alighting at their destination.
- 4.11. Where a service area has determined a Passenger Assistant is required after a dynamic Risk Assessment, the service area will provide the appropriate resource.
- 4.12. Drivers and Passenger Assistants are not required to administer a child's routine medication on the journey to and from school, or that routine medical procedures will be carried out. In the case of emergency medication, it can be administered in accordance with instructions from a health care professional by a passenger assistant who has been suitably trained and certified by the health professional .
5. The Contractor must make suitable arrangements to deal with lost property. A contact point for enquiries about lost property must be provided and advised to the Council. The Contractor should give reasonable assistance to passengers in reclaiming any property recovered on vehicles.

6. Service Users

- 6.1. The Contractor must ensure that all Service Users are treated equally, with respect and dignity. The service will be provided in a courteous and helpful manner whether or not Service Users are able to understand or communicate with them.
- 6.2. The Contractor and their all employees will, at all times, act in a sensitive and caring manner to the Service Users.
- 6.3. Service Users carried will be school aged children up to and including discretionary sixth form.
- 6.4. The minimum age for Service Users travelling independently is 8 years of age.
- 6.5. If a folding wheelchair requires transportation, prior notice will be provided with the Service User information.
- 6.6. If for any reason the Service User does not travel, the driver must inform the Council immediately. Please note that delay to inform the Council could impact on safeguarding.
- 6.7. Only Passenger Assistants and Service Users with guide dogs specified on the routes detail may be transported. No other passengers (pets, relatives and friends) are to share the vehicle.
- 6.8. Under no circumstances are any Service Users to be left unattended on any vehicle. If the situation presents as a high risk to other passengers call 999. If a Passenger Assistant needs to assist a Service User on and off the vehicle, it is important to note that the driver is legally responsible for the remainder of the Service Users.

7. Drivers

- 7.1. All drivers must hold the appropriate license and be suitably trained for the vehicles that they will be driving and will be required to attend appropriate training.
- 7.2. The same driver must be always used on the route for consistency for the Service User(s). In exceptional circumstances in the regular driver is unable to attend then a substitute driver (of equal competence) can operate the journey subject to approval by the Council. Any substitute driver must hold the appropriate license for the route and suitably trained for the vehicle.
- 7.3. Drivers must ensure that engines are switched off when collecting/dropping off children at all establishments. The vehicle should never be left unattended with the keys in the ignition and the engine running.

- 7.4. Drivers are responsible for checking all related bus passes. In cases where a Service User does not have an appropriate pass, passenger details must be forwarded to the Council the following day. Travel will be permitted unless otherwise specified by the Council.
- 7.5. Drivers must at all times drive smoothly, safely and within the law. Drivers must not smoke (including e cigarettes and vapes), eat, or be under the influence of alcohol or drugs whilst conveying passengers.

8. Licensing & Insurance

- 8.1. All Drivers must hold an appropriate current vocational driving licence for the category of vehicle being used to provide the service.
- 8.2. Drivers of Hackney Carriage Vehicle (HCV) and Private Hire Vehicles (PHV) are required by law to wear their relevant driver badge at all times whilst they are working.
- 8.3. PHV's and HCV's used to fulfil any route shall display vehicle licence plates as required by the Licensing Office of the Council.
- 8.4. The Contractor will maintain a record of Driver Licensing Checks for all Drivers. These records must be made available for inspection by the Authorised Officer at all times.
- 8.5. The Contractor shall examine and copy the DVLA driving licences and check every 12 months the DVLA online driving record along with any vocational licences e.g. PHD or HCD driver licences prior to the commencement of any sub-contract, and shall make regular checks of each licence.
- 8.6. The Contractor is not permitted to subcontract the services to another Contractor without the prior approval from the Council.
- 8.7. The Contractor shall keep records of any MOT and Insurance Certificates and any maintenance and inspection work carried out to each vehicle provided for any route.
- 8.8. The Contractor shall make available all records for inspection at the request of the Council.
- 8.9. Any replacement vehicle must comply with the requirements of this Contract and the Authorised Officer must be advised of any such replacements beforehand.
- 8.10. The Contractor must notify the Council within seven days of any alteration, suspension or revocation of a vehicle licence issued to the Contractor made by the Council issuing the licence. Whether for maintenance or other reasons. If the alteration,

suspension or revocation of a licence refers to a driver used in the delivery of services, the notification must be within 24 hours.

9. Vehicles

9.1. All vehicles must:

- 9.1.1. Carry a fire extinguisher and first aid kit.
- 9.1.2. Have hazard-warning lights switched on when picking up/dropping off Service User(s) at roadside locations or where other vehicles are operating.
- 9.1.3. Be equipped with a working communication device.
- 9.1.4. Ensure that all vehicles used in the delivery of this service are roadworthy.
- 9.1.5. Be appropriately licensed and meet Darlington Borough Council licensing standards or related Local Council Licencing standards ;
- 9.1.6. Be appropriately insured;
- 9.1.7. Have current Test Certificates where applicable;
- 9.1.8. Be frequently inspected for roadworthiness on a time/mileage basis. During contract monitoring periods the Council will look at vehicle inspection log books to ensure this has been carried out before each journey

9.2. Additional vehicles may be required on an as and when required basis (although some journeys will be pre-determined) The Council will calculate optimum journey distances.

10. Vehicle Maintenance

10.1. All vehicles must be suitable and fit for purpose at all times. Conditions will include:

- 10.1.1. Clean interior and exterior
- 10.1.2. Repair to all visible damage to both interior and exterior within an 8 week period
- 10.1.3. All recommended safety precautions to be in place including seatbelt, first aid and fire equipment and suitably tested
- 10.1.4. Visible route detail on the front of all vehicles
- 10.1.5. Children's service signage on both the front and rear of vehicles (Vehicles 6 seats or more)
- 10.1.6. Maintain and service the vehicles and integrated equipment in accordance with the manufacturer's requirements and / or related legislation.
- 10.1.7. Ensure all vehicles are mechanically sound; safe to be used at all times and when requested, produce the relevant documentation verifying the same.
- 10.1.8. Available for inspection, any vehicle used in the performance of this Contract prior to the Contract being awarded and at any time during the Contract period without notice to the Contractor.
- 10.1.9. Available for separate examination by the Licensing Officer for HCV and PHV vehicles.

11. Health and Safety

- 11.1. Drivers shall ensure that all Service Users alight from the vehicle onto the pavement or away from passing traffic. Drivers shall not park, wait or let down in contravention of any road markings or prohibitions.
- 11.2. All Drivers and Passenger Assistants must wear clearly visible identity badges complete with a recent photograph. Passenger Assistants must also wear high visual clothing.
- 11.3. If the passenger assistant leaves the vehicle to assist a Service User to/from the vehicle the driver must assume the duties of the passenger assistant for any Service Users who remain in the vehicle.

12. Severe Weather Conditions

- 12.1. In bad weather conditions, the Contractor must contact the Council immediately after giving consideration whether to commence or complete a route. The safety of the Service Users on the vehicle(s) must be the first priority. It is not the responsibility of the Contractor to contact the parents.
- 12.2. Should the transport not operate because of adverse weather conditions, but a parent/carer nevertheless decides to take the Service User to their destination, the parent/carer will be expected to make their own arrangements to collect the Service User.
- 12.3. Where a road is too hazardous for transportation, the Contractor is under no obligation to attempt the route. The Contractor is required to contact the transport team immediately to advise accordingly.

13. Incidents/Complaints

- 13.1. Any incidents or complaints must be reported to the Authorised Officer of the Council immediately.
- 13.2. If there is an incident on a vehicle, drivers should:
 - 13.2.1. Stop the vehicle and try to resolve the situation.
 - 13.2.2. If the situation is not resolved and continuation of the route presents as a risk, contact the Council.
 - 13.2.3. Always inform the Council of any incidents however minor
 - 13.2.4. If a Passenger Assistant is travelling, always stop the vehicle to allow the situation to be safely managed

- 13.3. A Council officer will be assigned to investigate and record the details and to decide what further action may be necessary. The service will ensure any corrective action is carried out in accordance with service policies and procedures.
- 13.4. In case of a Road Traffic Accident:
- 13.4.1. Drivers involved in road traffic accidents must abide by guidance contained within the Highway Code. Contractors/drivers must inform the Council of details of the incident and any passengers involved immediately. The following information must be provided:
 - 13.4.2. Date of accident.
 - 13.4.3. Location of accident.
 - 13.4.4. Registration numbers of vehicles involved.
 - 13.4.5. Name and address of taxi driver.
 - 13.4.6. Name and address of everyone in the taxi
 - 13.4.7. Details of any injuries sustained.
 - 13.4.8. Taxi Insurance details
 - 13.4.9. Name and address of other driver(s)
 - 13.4.10. Name and address of any involved third parties
 - 13.4.11. Name and address of any witnesses
 - 13.4.12. Witness statements if applicable.
 - 13.4.13. Police reference number (CAD) if reported
- 13.5. A Council representative will be assigned to investigate and record the details and to decide what further action may be necessary.
- 13.6. Where a vehicle has sustained accident damage, the Contractor shall, as soon as is reasonably practicable, report any damage, which may materially affect the safety, performance or appearance of the vehicle or the comfort or convenience of person carried therein.
- 13.7. Reporting accident damage does not relieve the Contractor of the requirement to notify DBC Taxi Licensing Office of any damage to such a vehicle.
- 13.8. Where a complaint is received from a Service User, parent/guardian/carer or educational establishment which the transport team are unable to resolve to the satisfaction of the complainant, the Council may need to serve notice on the particular route with the Contractor.
- 13.9. Any injuries sustained by any person during the course of providing or receiving the service must be reported to the Council by the driver or Contractor immediately.

- 13.10. Contractors and drivers must comply with investigations and be willing to be interviewed and/or provide witness statements.
- 13.11. The Contractor must send to the Council within seven days all written complaints received about the Service or its performance, together with any reply made.
- 13.12. Any complaints that the Council receives will be passed to the Contractor for comments. The Contractor must respond to the complaint within seven working days, or within a specified period as agreed by the Council, failing which action may be taken by the Council on the complaint without further notice to the Contractor. Failure to respond to complaints will be treated as a material breach of this Agreement.
- 13.13. The Contractor is required to give all necessary assistance to the Council in the investigation of any complaint, and to comply with any direction given by the Council to ensure compliance with the terms of this Contract.

14. Safeguarding

- 14.1. Contractors and their employees must report immediately any safeguarding concerns to the Councils Transport Officers. The Transport Officer will discuss with the designated safeguarding officer for further action if needed.

15. Climate Change

- 15.1. The Council has a Climate Change strategy, this can be viewed via the following [link](#) .
- 15.2. The Council is committed to reducing the impact on our environment associated with vehicle movement across the City and an important element of this contract will be how this damage can be limited.
- 15.3. The Council will look to introduce measures to reduce carbon within the service, through the lifetime of the Contract.
- 15.4. Contractors will be requested to participate in this wherever possible.
- 15.5. Contractors are encouraged to adopt cleaner vehicles i.e., Euro 6 where possible for larger vehicles and low/zero emission vehicles for smaller vehicles.

16. Contract Monitoring

- 16.1. The services must be operated in accordance with the latest Government legislation for the provision of this service, including this Specification and any Appendices. In cases where legislation is updated, it is the responsibility of the Contractor to ensure that they are up to date with the requirements for the provision of the service.

- 16.2. The Council will carry out random checks on routes to ensure that the service is being met.
- 16.3. Regular checks will be made with the Licensing Department to ensure that drivers are suitably licensed in line with the requirement.
- 16.4. This may involve a Council officer accompanying a passenger on a route, a Council officer waiting at the pick-up point/ destination to check times and driver details, checking of records or any other method deemed appropriate by the Council.
- 16.5. The Contractor must allow any Authorised Officer of the Council to inspect any vehicle providing the service, and to observe and record any information relevant to the performance of the Service. Subject to a vacant seat being available, the officers may board without notice and travel without charge on any vehicle providing the service, for the purpose of passenger or operational survey.
- 16.6. The contractor must ensure that all drivers and other staff co-operate with the representatives in the execution of their duties.
- 16.7. Processes will allow for regular reviews of scheduled routes and Contractors will be expected to allow for variations to contracted routes/Service User volumes at agreed rates throughout the term of the call-off agreement.

17. Call Off Procedure

- 17.1. All Providers on a specific lot will be invited to bid for a further competition, via the E-Tendering Portal.
- 17.2. Providers will receive information on the routes, including time frame, post codes and whether there are passenger assistants within the route.
- 17.3. All documentation will be completed in full
 - 17.3.1. Contract Particulars
 - 17.3.2. Route information
 - 17.3.3. Pricing
- 17.4. Contracts will either be awarded based upon individual predetermined route and passenger volume details or as a combination of routes formed either geographically or by individual/grouped school(s).
- 17.5. On award of contract, the Council will provide a route sheet with all the relevant information required to provide the service.

17.6. From award, the Contractor must provide details of the below no later than 24hrs prior to the route commencing;

17.6.1. Driver

17.6.2. Vehicle

17.6.3. Badge Licence

17.7. If the Contractor is unable to fulfil the route, the Council must be notified within 24hrs of award of contract.

17.8. Once the Contractor commences with the route, but then has to notify the Council it wishes to terminate, the Contractor will not be able to bid for the route when it is re-advertised. If a bid is received it will be removed from the process.