

**HAMPSHIRE COUNTY COUNCIL**

**THE DYNAMIC PURCHASING SYSTEM FOR THE PROVISION OF  
PASSENGER TRANSPORT SERVICES  
2023 – 2033**

**(ET16643)**

**SPECIFICATION**

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## **MANDATORY DYNAMIC PURCHASING SYSTEM REQUIREMENTS:**

This section provides details of the mandatory service requirements that the Supplier shall be expected to fulfil in their entirety, in order to meet the requirements of the DPS for the provision of Passenger Transport Services. The service requirements outlined below in this 'Mandatory Dynamic Purchasing System Requirements' section of the DPS Specification **apply at all times**, regardless of whether or not a Call-Off Contract is held.

It is important that the Supplier takes time to fully understand this part of the service requirement; all mandatory service requirements listed below shall be required at the DPS Agreement commencement date with the Council.

### **1. Licencing Requirements:**

- 1.1. The Supplier shall ensure that the Vehicles and its Personnel used in the performance of the Contract have appropriate licences in accordance with the law. Please see the DPS categories for full details of licencing requirements.
- 1.2. The Supplier shall immediately notify the Council of any action taken against the Supplier by the Traffic Commissioner, Driver and Vehicle Standards Agency ('DVSA'), Care Quality Commission (CQC), or other such government body/ licensing authority.

### **2. Policies and Procedures:**

- 2.1. The Supplier must hold and adhere to written documentation which outlines their organisation's policies and procedures. The Supplier shall ensure all Personnel are made aware of these policies. Copies of this written documentation should be provided to the Council upon request. Policies and/or procedures must be held for the following areas:

2.1.1. Maintenance of Vehicles. This policy/procedure should include details of:

- Daily Vehicle checks, pre-scheduled maintenance Services, and MOT checks.
- Any defect reporting systems in place.
- Checks on Owner Driver Vehicles.

- Any garage/mechanic contacts to deal with maintenance and swift repairs.

2.1.2. If the Supplier employs staff, the Supplier must operate a recruitment and induction policy/procedure to ensure that all Personnel are suitably selected, employed, trained, furnished, and deployed in and about the performance of a Call-Off Contract. The Supplier shall have and include detail of any disciplinary processes in place to manage the poor performance of Drivers.

2.1.3. A safeguarding policy outlining their organisation's commitment to protecting all children and vulnerable adults. This should include details of:

- The steps in place to ensure the safety of children and vulnerable adults, including how the Supplier ensures Passengers are not abused, neglected, harmed, or exploited.
- An awareness of the appropriate language, conduct and behaviour to use with children and vulnerable adults.
- The steps in place to manage the risks surrounding dropping off/picking up children and vulnerable adults.
- Their organisation's policy/procedure for reporting and responding to safeguarding and protection concerns.
- Details of any training provided to staff.
- Details of how safeguarding allegations are dealt with.

2.1.4. Health and Safety. This must:

- Comply with current legislative requirements.
- Recognise good Health and Safety management and support the delivery of the Supplier's Service.
- Form part of an overall Risk Management process and culture, advocating good health and safety management to reduce injury and loss, and helping to promote a healthy workforce.
- Be signed by the Chief Executive Officer or equivalent.

2.1.5. How complaints from Passengers, regarding the provision of services, are dealt with. This should outline:

- How all complaints are dealt with and investigated in a prompt, courteous and efficient manner, collating the appropriate evidence.

- How records of all complaints received are kept and the action taken to resolve the complaints. This information shall be kept for the life of the Service plus one year.
- How any complaints are reported, including informing the Council in writing of any relevant comments (including compliments and complaints) about the operation of the Call-Off Contract which it receives directly.
- How an outcome of a complaint would be reached and how this would be communicated to all parties involved.
- How outcomes will also be integrated into training/re-training programmes and the steps put in place to prevent similar complaints/allegations re-occurring.

2.1.6. How all emergency incidents and breakdowns are dealt with. This policy must address:

- All Vehicle evacuation procedures in place.
- How the safety and supervision of Passengers is ensured at the roadside.
- How other road users are made aware of the incident or breakdown i.e., through using Vehicle hazard lights or placing a warning triangle behind the Vehicle (where it is safe to do so).
- Communication procedures in place.
- How re-placement onward travel would be arranged (where appropriate).
- Any recording and reporting procedures in place.

2.1.7. Business continuity. This policy must outline how Services will be maintained in the event of:

- A Vehicle breakdown or unplanned Vehicle maintenance.
- A technology failure such as loss of internet and/or telephone lines.
- Planned or unplanned staff absence. E.g., Staff illness/holidays.

### **3. Company Information and Changes:**

3.1. It is the Supplier's responsibility to ensure their:

- 3.1.1. Organisation's address, contact name, telephone number and email are up to date and correct on their In-tend account: [Hampshire County Council Electronic Tendering Site - Home \(in-tendhost.co.uk\)](https://in-tendhost.co.uk)
- 3.1.2. Organisation's bank account details are up to date and correct on the Supplier Self Service Portal: [Supplier Self Service | Business and economy | Hampshire County Council \(hants.gov.uk\)](https://hants.gov.uk)
- 3.2. The Supplier shall immediately notify the Council, in writing, of any intended change of ownership, company status or company name.
- 3.3. If the transfer of company ownership or change of status of a company involves the transfer of a Call-Off Contract this must be agreed, in writing, with the Service Purchaser before the transfer takes place.
- 3.4. The Supplier shall notify the Council if after being accepted onto the DPS, the Supplier is found of unlawful discrimination by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK).
- 3.5. The Supplier shall notify the Council if after being accepted onto the DPS, the Supplier is found to have had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination.

#### **4. Insurance Requirements:**

- 4.1. Upon joining the DPS for the provision of Passenger Transport Services, the Supplier and any subsequent Sub-contractors shall commit to obtaining the following insurance policies prior to the commencement of a Call-Off Contract:
- Public Liability for £10 million for any one occurrence or series of occurrences arising out of the same event.
  - Employers Liability for £10 million for any one occurrence or series of occurrences arising out of the same event.
  - Motor Vehicle for Unlimited liability in respect of death or bodily injury to third parties, including Passengers, and £5 million for liability in respect of loss of, or damage to property OR Unlimited liability in respect of death or bodily injury to third parties, including Passengers, and £10 million for

liability in respect of loss of, or damage to property if the Supplier operates a Public Bus contract (except where the Service is operated under a Section 22 Permit) or double decker Vehicle.

- Motor Contingent Liability for £5 million in the aggregate (for the use of Owner Drivers) OR Motor Contingent Liability for £10 million in the aggregate (for the use of Owner Drivers) if the Supplier operates a Public Bus contract (except where the Service is operated under a Section 22 Permit) or double decker Vehicle.

4.2. Public Liability, Employers Liability and Motor Contingent policies must be held in the Supplier's legal entity name. Motor Vehicle insurance policies (where the vehicles covered by the policy are owned by the organisation and not an individual driver) must also be held in the Supplier's legal entity name.

## **5. Health and Safety:**

5.1. The Supplier shall nominate a Health and Safety Officer who shall notify the Council of any Health and Safety hazards which may exist or arise, and which may affect the Service Purchaser. The Council shall draw these hazards to the attention of its employees and sub-contractors or any persons engaged by the Service Purchaser in the performance of a Call- Off Contract.

5.2. The Supplier shall make the Council aware if a Health and Safety Executive, Taxi/Private Hire Licensing Authority or DVSA has served any prohibition notice against their firm in the last 5 years.

## **MANDATORY CALL- OFF CONTRACT REQUIREMENTS:**

This section provides details of the mandatory service delivery requirements that the Supplier shall be expected to fulfil in their entirety, in order to meet the service requirements of a Call-Off Contract tendered through the DPS for the provision of Passenger Transport Services.

It is important that the Supplier takes time to fully understand this part of the Service Requirement; all mandatory service requirements listed below shall be **required at the commencement date of and for the duration of** the Call-Off Contract with the Service Purchaser.

### **6. Vehicle Maintenance:**

The Supplier must ensure all Vehicles provided for delivery of the Call-Off Contract adhere to the following the requirements:

- 6.1. All Vehicles and equipment shall be maintained in a safe, serviceable, and clean condition, along with other equipment and materials used in the provision of the Service.
- 6.2. The Service Purchaser will not pay Vehicle valeting costs unless there are exceptional circumstances, in which case the amount charged must be agreed with the Service Purchaser before an invoice is submitted. Evidence of the costs incurred may be required, prior to payment.
- 6.3. All Vehicles shall have effective doors, heating and ventilation and give sufficient protection to the satisfaction of the Service Purchaser against wind, rain, snow, cold weather and other inclement weather.
- 6.4. All Vehicles or Drivers should have mobile communications.
- 6.5. The Suppliers shall take measures to ensure Vehicles are maintained and kept in a safe and roadworthy condition, these should include but not be limited to:
  - Daily Vehicle checks
  - Pre-scheduled Vehicle maintenance Services
  - Defect reporting system
  - Spot checks on Owner Driver Vehicles
  - Access to/relationship with garage or mechanic for maintenance concerns/swift repairs.

- 6.6. MOT to be undertaken, with any defects addressed in a timely manner.
- 6.7. The Supplier shall ensure that Drivers are aware of the requirement to carry out daily checks and how to report a Vehicle defect and monitor Owner Drivers to ensure they maintain their Vehicles to the standards required in this specification.
- 6.8. The Supplier shall be responsible for the security of all Vehicles, and any other equipment and materials used by the Supplier in connection with the provision of the Service, including any equipment and materials provided by the Service Purchaser.
- 6.9. Where required, the Supplier shall provide the Service Purchaser with the details of their fleet to include number of Vehicles, engine type, seating capacity and age of each Vehicle.

## **7. Appropriate Vehicle use:**

- 7.1. The Supplier shall ensure all Vehicles and any other equipment used for the provision of the Service are used in a proper manner by competent trained Personnel only or persons under their supervision.
- 7.2. The Supplier shall ensure that appropriate Vehicles for the route are used to deliver the Service, as specified by the Supplier within the Call-Off Contract.
- 7.3. The Supplier shall ensure that smoking, vaping or use of e-cigarettes is prohibited in and on all Vehicles used to deliver the Service.
- 7.4. The Supplier shall ensure that the number of persons travelling on any Vehicle does not exceed the legal capacity of the Vehicle.
- 7.5. The Supplier shall ensure that only Passengers, as allowed by the terms of the Call-Off Contract, shall travel on the Vehicle when the Service is being delivered.
- 7.6. Where a bus pass has been issued to the Passenger to entitle them to travel, the Supplier must ensure these are checked by the Driver on every journey. If an issue is identified concerning bus pass use, this must be reported to the Service Purchaser as soon as possible.
- 7.7. The Vehicle must have adequate stowage space for luggage and any special equipment required which will retain its contents in the event of a collision.
- 7.8. All Vehicles operating School Transport for children of primary school age, must afford a seat belted vehicle at all times.

7.9. All Vehicles must be a right-hand drive.

7.10. Where any Vehicle is fitted with a CCTV system capable of recording images of Passengers, such system must be registered with the Information Commissioner's Office. If so, required by the Service Purchaser, the system will be temporarily disabled, and each camera be covered while providing Services to this specification. The Supplier will ensure that its Personnel comply with this condition.

## **8. Vehicle Signage and Livery:**

8.1. If operating a school journey in a Vehicle of more than eight Passenger seats, the Supplier shall ensure that a yellow school bus sign is displayed at the front and rear of all Vehicles when operating school journeys Services. The Supplier shall remove yellow school bus signs when the Vehicle is not operating a school journey Services.

8.2. If in the Service Purchaser's reasonable opinion, any advertising or livery is not suitable for Vehicles that will be used for the purposes of the Call-Off Contract, the Supplier shall remove the signage and/or livery at its own expense and without liability to the Service Purchaser.

8.3. In some circumstances, the Service Purchaser will require the Supplier to display an A4 laminated sign, kept in the Vehicle at all contracted times, or magnetic external livery, displayed on the outside of the Vehicle at all contracted times, stating the name of the Service they are operating and the funding authority (Hampshire County Council or alternative body).

## **9. Dealing with Breakdowns and Emergencies whilst transport is being delivered:**

9.1. Before commencing transport, the Supplier must ensure that Drivers understand their organisation's procedures for dealing with breakdowns and emergencies and adhere to the Hampshire County Council Driver Code of Conduct. It is the Supplier's responsibility to ensure that all Drivers, including relief Drivers, employed on transport Services for the Service Purchaser are familiar with this document and have a copy available to them for reference.

9.2. In the event of breakdowns, accidents and any other similar emergency that significantly affects the Service, it is the Supplier's responsibility to prioritise

the safety of all Passengers and Personnel and notify the Service Purchaser and any other parties (such as Emergency Services) of the incident as soon as safe and practical.

9.3. The Supplier must ensure that sufficient arrangements are in place to enable them to provide substitute Vehicles to perform the Service in the event of a Vehicle not starting, breaking down en route or in any other way not available. This alternative transport will be provided at no extra cost to the Service Purchaser and the Supplier will advise the Service Purchaser before commencement of the Service of such arrangements. Should a replacement Vehicle not be available, the Supplier shall contact the Service Purchaser without delay.

9.4. If the Supplier needs to hire a Vehicle from an external provider for the purpose of carrying out business, it must be ensured that the Vehicle is maintained to the same standards as their own Vehicle and that it is in a safe and roadworthy condition.

9.5. All Vehicles must carry emergency equipment, appropriate for the type of Vehicle they operate, in line with current licencing standards and legislation. This equipment must be visible and in a readily accessible position.

- Where legally required, at least one fire extinguisher or two if operating a wheelchair accessible minibus. Minibuses must carry suitable and efficient apparatus for extinguishing fire which is of a type specified in Part I of Schedule 7 of The Road Vehicles (Construction and Use) Regulations 1986. The apparatus shall be: readily available for use; clearly marked with the appropriate British Standards Institution specification number; and maintained in good and efficient working order.
- A first aid kit approved for PSV use.
- A hazard warning triangle to ECE R27 standard.
- A high-visibility vest for each member of the Supplier's Personnel and for each individual Passenger, where legally required.

9.6. In adverse weather conditions, the Supplier should follow the guidance within the Council's Bad Weather policy and assess the risk of being able to undertake and complete any journeys, bearing in mind that any Passenger

picked up will also require a return journey later in the day when the conditions may have worsened.

#### **10. Vehicle emission standards:**

- 10.1. The Supplier will be wholly responsible for the payment of any fees charged whilst driving through a clean air zone. Further details can be found here: [Drive in a clean air zone - GOV.UK \(www.gov.uk\)](https://www.gov.uk/guidance/drive-in-a-clean-air-zone).

#### **11. Business Continuity:**

- 11.1. In the event that the Supplier is unable to operate the Service or any part thereof which the Service Purchaser considers is within the Supplier's control, the Supplier is required to arrange a replacement Service at the Supplier's expense and in accordance with this Specification. Details of any replacement Service must be notified to the Service Purchaser as soon as practical.
- 11.2. In the event that the Supplier is unable to operate a journey and fails to arrange replacement Services to the satisfaction of the Service Purchaser, the Service Purchaser reserves the right to arrange the replacement Services.
- 11.3. Any additional costs incurred by the Service Purchaser as a result of the provision of replacement Services, may be recovered from the Supplier.
- 11.4. Where required, the Supplier shall provide similar additional Services to the Service at any time and place required by the Service Purchaser in the event of a possible or actual major civil emergency or disaster. The costs of such Services shall be determined between the parties prior to the provision of such additional Services.

#### **12. Employment of Personnel, Drivers and Escorts:**

- 12.1. The Supplier shall employ sufficient staff to ensure that the Services are provided at all times and in accordance with the Call-Off Contract.
- 12.2. The Supplier shall ensure only such persons as are of good character, competence, temperament, attitude and who are appropriately skilled, experienced and qualified to cater for the general needs of the Passengers with whom they will come into contact.
- 12.3. All Personnel engaged on the provision of services under this DPS need to be a suitable person to work with children and vulnerable adults and where

required be authorised by Hampshire County Council prior to being engaged on the provision of the Service.

12.4. Where Passengers have special needs, Passenger Escorts (sometimes called Passenger Assistants) are either appointed by the Service Purchaser or provided by the Supplier where required by the Service Purchaser. In this circumstance, the care and supervision of the Passenger(s) on the Vehicle is the responsibility of the Escort. The regulation of Supplier provided Passenger Escorts is detailed in Flag D.

12.5. The Supplier shall ensure that all Drivers understand and fulfil their duties as outlined under the statutory guidance for Access to taxis and private hire vehicles for disabled users: [Access to taxis and private hire vehicles for disabled users - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

12.6. The Supplier must not employ any Driver aged 70 years or over for the provision of Services under the Contract, unless the Driver is in receipt of a medical certificate, signed by a medical practitioner stating that the Driver is fit to drive Passengers on a commercial basis. The certificate must be renewed annually, at the cost of the Supplier.

12.7. In the case of PCV Drivers, it will be sufficient that the Driver satisfies the DVLA requirements as to medical fitness for renewal of their licence.

12.8. The Supplier shall check all Drivers DVLA licence at least every six months.

12.9. Prior to commencement of a transport contract, the Supplier should ensure that all Personnel (Drivers, any relief Drivers and Escorts) understand the company policies and/or procedures that are in place for each of the following areas:

- driving skills;
- customer care (including disability awareness training)
- emergency procedures, fire safety and Vehicle evacuation;
- first aid;
- safeguarding
- health and safety

12.10. Prior to commencement of a transport contract, the Supplier shall ensure that all Personnel provided by the Supplier are trained in all aspects of

emergency procedures, customer care and where appropriate manual handling;

- 12.11. The Supplier will ensure that its Drivers comply with any additional requests for training from the Service Purchaser around individual Passenger needs or Call-Off Contract requirements.
- 12.12. The Service Purchaser reserves the right to request a specific training scheme that all Drivers (where appropriate) will be specified to complete by a certain date. Suppliers will be provided with reasonable notice of any new training requirements.
- 12.13. The Supplier shall ensure all Drivers and Personnel's training is in date and is renewed in a timely manner.
- 12.14. Training will be undertaken at the Supplier's expense.
- 12.15. The Supplier should ensure that all Personnel assigned to the performance of the Services are proficient in the English language to the extent necessary to:
- carry out their duties safely and efficiently;
  - respond effectively to any emergency situation and be able to summon assistance;
  - communicate appropriately with Passengers, parents/carers and Service Purchaser staff (including staff of schools and other Council establishments) to provide information and respond to social interaction; and
  - provide any necessary written report.
- 12.16. Where a Service is sub-contracted, the Supplier shall ensure that Personnel used to deliver the Service are subject to provisions substantially the same as Clauses (12.1- 12.15) above.
- 12.17. The Supplier is wholly responsible for the payment of all taxes, national insurance contributions, or levies of any kind relating to any person employed by the Supplier.
- 12.18. The Supplier shall maintain current, accurate and adequate records of all Personnel (including any voluntary workers) connected directly or indirectly with the performance of the Service and shall allow the Service Purchaser access to the records.

12.19. The Supplier will, on request, inform the Service Purchaser of the names and addresses of any or all of the Supplier's Personnel connected directly or indirectly with the performance of the Service. The Supplier will immediately inform the Service Purchaser of any changes to the names and addresses of those Personnel that occur within 28 days of the initial request for this information.

12.20. The Supplier and the Suppliers' sub-contractors and Personnel shall comply with all reasonable requirement of the Service Purchaser at their premises.

### **13. Disclosure & Barring Service Checks (DBS):**

13.1. The Supplier must ensure that written authorisation from the Council is received before any Personnel or any sub-contractors' Personnel is engaged on the Services covered under the Contract. Where a driver is operating a Call-Off Contract awarded under Flag A-Applying to operate Public Bus Services and no parts of the route is a closed school service, drivers do not have to be authorised by the Council.

13.2. Under no circumstances should a Supplier provide a relief Driver or Escort without prior authorisation from the Service Purchaser or allow the Vehicle to operate without an Escort (when one is normally provided), unless authorised by the Service Purchaser.

13.3. The Council requires authorisation of Personnel to be renewed every 3 years for every Driver and Escort that is engaged in the provision of the Service.

13.4. Authorisation of a Driver or Escort will include an Enhanced DBS check or equivalent police check where the individual has not been resident in the UK for a period determined by the Council, in the last 10 years.

13.5. The process for applying for a DBS disclosure shall be in accordance with guidelines issued by the Council. The Supplier must pay the DBS fee to the Council. The Council requires a DBS disclosure every 3 years for every Driver and Passenger Escort.

13.6. The Service Purchaser may apply specific conditions for a specific Drivers or Escort to be used to deliver Services.

- 13.7. The Service Purchaser shall not be responsible or liable for any employment checks and vetting procedures, such as verifying the Right to Work and immigration status of any of the Supplier's Personnel. This remains the sole responsibility of the Supplier.
- 13.8. The Supplier shall obtain the consent of any Driver or Passenger Escort (or require them to provide their consent) to allow the Council to conduct DBS checks on relevant Drivers or Escorts for the purposes of the Contract.
- 13.9. The Supplier must immediately notify the Council, and Service Purchaser if this is not the Council, if any Driver or Passenger Escort employed on the Contract is investigated by the police for any criminal offence.

#### **14. Conduct of Personnel:**

The Supplier shall ensure that all Personnel:

- 14.1. At all times act in accordance with Hampshire County Council's Code of Conduct for Drivers or Code of Conduct for Escorts and have a copy of it available for reference.
- 14.2. Are made fully aware of the Supplier's obligations under the Call-Off Contract as it affects them in the performance of their tasks. The Supplier must ensure that its Personnel are fully aware of the characteristics of each route and any special requirements.
- 14.3. Acknowledge and respect Passenger's gender, age, ability, race, religion, culture and lifestyles.
- 14.4. Treat Passengers as individuals and respect their independence to ensure that their rights to choice, self-determination and dignity is preserved as far as practicable.
- 14.5. Treat Passengers in a professional manner and with courtesy, fairness and respect at all times.
- 14.6. Do not act in a manner likely to bring discredit to the Service Purchaser, or to cause alarm, distress or harm to any Passenger or Service Purchaser Personnel.
- 14.7. Are at all times clean, presentable and properly dressed in uniform or other clothing, and wearing appropriate official identification.

- 14.8. On request, give details of their name, employer and employer's address to any Passenger or employee of the Council (including staff of schools and other Council establishments), and produce for inspection any form of identification issued by the Council, Supplier or relevant licensing authority.
- 14.9. Carry a fully operational mobile phone for use in emergencies.
- 14.10. Are sufficiently rested before commencing duties to ensure that they do not pose a risk to the safe operation of their route and, where appropriate, comply with the Public Service Vehicle Driver's Hours Regulations.
- 14.11. The Service Purchaser reserves the right to request immediate removal of any Driver or Escort from a transport contract if they display attitudes or behaviour that indicate they are unsuitable to work with children, young people or vulnerable adults, in the opinion of the Service Purchaser.
- 14.12. The Supplier shall on the request of the Service Purchaser remove from any or all Call-Off Contracts, any or all of its Personnel that the Service Purchaser deems unsuitable to perform the Service. The Service Purchaser's primary consideration in such cases is the safety and well-being of Passengers.

## **15. General Safety of Passengers:**

- 15.1. The Supplier shall take all reasonable steps to ensure the safety of Passengers throughout the journey, including whilst Passengers are boarding and alighting from the Vehicle. Where Passengers require assistance in accessing Vehicles, the use of portable steps is not permitted.
- 15.2. The Supplier must ensure that Passengers are allocated an appropriate seat with a suitable seat belt, or secured wheelchair space, in accordance with current legislation. There is to be no standing at any time.
- 15.3. Where transport is contracted for an organised school trip, all Vehicles (including coaches and minibuses) carrying groups of children of 3 to 15 years of age on organised trips are required to be equipped with seat belts: [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/575323/Home\\_to\\_school\\_travel\\_and\\_transport\\_guidance.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/575323/Home_to_school_travel_and_transport_guidance.pdf)
- 15.4. It is the Driver's responsibility to ensure Passengers wear seatbelts and that these are secured correctly at all times whilst the Vehicle is in transit. If a

Passenger removes a seatbelt, whilst the Vehicle is in transit, the Driver must stop the vehicle (when safe to do so) and instruct the Passenger to re-secure their seatbelt. If the Passenger then refuses to wear a seatbelt, please refer to clause 15.6.

- 15.5. In a Vehicle with more than sixteen passenger seats, where the Driver is not obliged to enforce the wearing of seatbelts by law, the Supplier shall instruct Drivers to encourage Passengers to wear seatbelts at all times and remind Passengers that seatbelts should be worn where this is a legal requirement or is part of the Call-off Contract.
- 15.6. If any Passenger refuses to wear a seatbelt when they are required to do so by law, the Supplier must notify the Service Purchaser as soon as is practical. The Service Purchaser will then advise the Supplier what course of action should be taken in respect of the Passenger concerned. In such events, the Driver must not carry the Passenger until advised to do so by the Service Purchaser.
- 15.7. Any authorised Passenger who holds a seatbelt exemption certificate issued by their medical practitioner must not be transported before a risk assessment has been carried out by the Service Purchaser. In such cases the Supplier will be advised by the Service Purchaser of the specific requirements relating to that Passenger.
- 15.8. Any special seat or harness that has been paid for by the Service Purchaser for use by a specified Passenger shall belong to the Service Purchaser and must be returned to the Service Purchaser when it is no longer required for that Passenger.
- 15.9. The Supplier must report promptly to the Service Purchaser any worn or defective Service Purchaser-owned seating Equipment, so that a replacement can be provided.
- 15.10. The Supplier must take into account the needs of older and disabled Passengers.
- 15.11. Passengers with special needs may display challenging behaviour. In most cases an Escort (sometimes called Passenger Transport Assistants) will have been allocated to the Vehicle to deal with this. If there is not an Escort and the Driver finds the Passenger too difficult to cope with, then the Service Purchaser must be informed.

- 15.12. The Supplier must report any serious incident of challenging behaviour to the Service Purchaser giving as much detail as possible including the name and the pickup point of any Passenger(s) involved in the incident.
- 15.13. The Supplier shall make the Service Purchaser aware of any Health & Safety incidents that have been reported, including those that have previously been reported, to RIDDOR or a highways incident that has involved a police incident within seven days of the said accident. All Health & Safety incidents that could impact the Service Purchaser by way of reputation or other means, should also be reported to the Service Purchaser within seven days of the said incident.
- 15.14. Medical intervention of any sort, such as administering medication or physical treatment, shall only be carried out under the instruction of a medical profession or service i.e. a 999 or 111 operative.
- 15.15. Where a Supplier is alerted that a Passenger has been taken ill and the journey is unable to be continued, the Supplier shall inform the Service Purchaser immediately.
- 15.16. The Supplier must ensure that Personnel adhere to the Hampshire County Council's Driver Code of Conduct and follow the terms outlined when dealing with unacceptable conduct by Passengers.
- 15.17. Occasionally a Passenger may refuse to leave the Vehicle when they arrive at their destination, or a carer may not be present to meet a child or vulnerable adult where so required. If such a situation occurs, the Driver must first notify the Service Purchaser immediately and wait with the child or vulnerable adult until further guidance from the Service Purchaser is given.
- 15.18. Patterns of Passengers being late for pick up must be reported to the Service Purchaser, to assist with efficient service planning and to ensure the service provision is suitable for the Passenger needs.
- 15.19. If a Passenger is consistently not ready to leave at the designated pick-up time, the Supplier must contact the Service Purchaser to inform them of the pattern of delay. Drivers should take further instructions regarding whether they should continue to wait, undertake or continue (where there is more than one Passenger) the journey or whether alternative arrangements will be made and the Supplier may abandon the journey, unless more generic guidance has been issued by the Service Purchaser, which applies to the Service.

- 15.20. For door-to-door pick-ups, Supplier should wait a minimum of five minutes when a Passenger is a 'no show' (no contact with the Passenger) and then report the no show to the Service Purchaser prior to leaving the pre-agreed pickup point. All no shows should be reported to the Service Purchaser at the time of the no show. Suppliers may be asked to wait by the Service Purchaser, until the whereabouts of the Passenger is known.
- 15.21. If a Supplier is asked to wait by the Passenger (or their representative) at a pick-up destination for more than ten minutes, the Supplier must contact the Service Purchaser to inform them of the delay and take further instructions regarding whether they should continue to wait, undertake or continue (where there is more than one Passenger) the journey or whether alternative arrangements will be made and the Supplier may abandon the journey.
- 15.22. The Supplier must not include any additional pick-up and or set-down points on the route or make any changes to the route unless requested to do so by the Service Purchaser. Where it is difficult to maintain the scheduled timetable, the Supplier must inform the Service Purchaser.
- 15.23. Vehicles must not stop to be refuelled in the course of any journey on a route.

## **16. Transporting Children:**

- 16.1. Children should always sit in the rear of the Vehicle if possible. If a child sits in the front passenger seat where the Vehicle is fitted with an airbag, the manufacturer's guidelines regarding safe use and replacement must be followed along with the following general guidance:
- 16.1.1. The seatbelt must be securely fitted, and the seat positioned as far back as possible.
- 16.1.2. Rearward-facing child seats **MUST NOT** be placed on the front Passenger seat if a passenger airbag is fitted.
- 16.1.3. A forward-facing child seat should only be used in the front seat if it can be positioned so that the child is out of the deployment zone of the airbag.
- 16.1.4. The Supplier shall acknowledge and accept that for children travelling in taxis and private hire cars who are aged twelve years or

younger and under 135 cm height backless booster seats, high-backed booster seats or child seats are required.

16.1.5. Backless booster seats and high-backed booster seats will be provided, maintained and replaced by the Supplier and costs deemed to be included within the Contract Price. All seats provided by the Supplier must meet current nationally recognised safety standards.

16.1.6. Any child seats provided and paid for by the Service Purchaser will remain the property of the Service Purchaser and must be returned to the Service Purchaser when it is no longer required.

16.2. The Supplier must report promptly to the Service Purchaser any worn or defective Service Purchaser-owned seating Equipment, so that a replacement can be provided.

16.3. It is the responsibility of the Driver to safely secure backless booster seats, high-backed booster seats and child seats in the Vehicle.

## **17. Safeguarding:**

17.1. The Supplier must ensure that Drivers adhere to the 'Protection of children and vulnerable adults' section within Hampshire County Council's Driver Code of Conduct.

17.2. All safeguarding concerns must be immediately reported to the Service Purchaser by the Supplier.

17.3. The Supplier must ensure that Personnel, Drivers and Escorts know to report any concerns regarding the protection of children and vulnerable adults within their organisations. If further advice is required, the Supplier must contact the Service Purchaser.

17.4. The Supplier must ensure that Drivers avoid inappropriate behaviour towards any Passenger including, without limitation:

- foul or abusive language,
- derogatory or suggestive comments,
- inappropriate physical contact and language and 'pet names' which could be misinterpreted

17.5. Where a safeguarding concern has been reported, the Service Purchaser reserves the right to request immediate removal of the Driver from

the route. This may be applied immediately; prior to, during and after any investigation is undertaken.

17.6. If an allegation made against a Driver result in an investigation by the Hampshire County Council's Children's Services or Adult Services Departments and/or the Police, the Driver in question must be removed from providing any transport Service awarded under this DPS.

## **18. Dealing with Complaints:**

18.1. The Supplier should make their complaints procedure known to Passengers or their representatives by means which are appropriate to their needs and circumstances.

18.2. The Supplier will:

18.2.1. Deal with and investigate all complaints in a prompt, courteous and efficient manner, collating the appropriate evidence. Evidence must not be destroyed prior to the Service Purchaser being satisfied that the complaint has been resolved.

18.2.2. Keep a written record of all complaints received and action taken to resolve the complaints for the life of the Service plus one year.

18.2.3. Allow the Service Purchaser to inspect records.

18.2.4. Advise the Service Purchaser, on request, of all complaints received and of the steps taken to resolve the complaints.

18.2.5. Advise the Service Purchaser in writing of any relevant comments (including compliments and complaints) about the operation of the Service which it receives directly.

18.2.6. Advise the Service Purchaser in writing of all relevant comments and complaints received.

18.3. The Supplier and its Personnel should co-operate fully with the Service Purchaser in investigating and resolving complaints, and every endeavour should be made to take actions that will reduce or prevent or re-occurrence of the complaints so that Services are improved.

18.4. If the Supplier has failed to resolve the complaint to the satisfaction of the Service Purchaser, the Service Purchaser will deal with the complaint. All decisions made by the Service Purchaser in relation to the complaint are final and binding on the Supplier.

## **19. Handing and Storing Passenger Personal Information and Details:**

- 19.1. The Supplier shall process Passenger Personal information as a Data Processor on the Council's behalf.
- 19.2. The Supplier shall treat all Passenger personal information and details as confidential and have steps in place to ensure Personal data is protected and only shared with individuals who require access to this data to deliver the Service. All Personnel in receipt of any Passenger personal data should have received training in the use, care, protection and handling of Personal data.
- 19.3. At the written direction of the Service Purchaser, the Supplier shall delete or return personal data (and any copies of it) to the Service Purchaser on termination of the Call-Off Contract unless the Supplier is required by Law to retain the Personal Data.
- 19.4. The Supplier shall notify the Service Purchaser immediately if it receives: a Data Subject Access Request, a request to rectify, block or erase any Personal Data, any other request, complaint, or communication relating to theirs or the Service Purchasers obligations under Data Protection legislation, any communication from the Information Commissioner's Office or any other regulatory authority in connection with Personal Data processed under any Call-Off Contract, or a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law.
- 19.5. The Supplier shall notify the Service Purchaser immediately if it becomes aware of a Data Loss Event.
- 19.6. The Supplier must have in place the minimum level of protected measures for all electronic devices storing personal Passenger data:
  - 19.6.1. Password protection or unique log in/recognition software.
- 19.7. Where personal Passenger data is recorded in paper format, the Supplier must ensure this is held securely at all times and is not visible to unauthorised individuals.

## **20. Public Facing Bookable Services:**

- 20.1. If operating a public facing bookable Service, the Supplier shall have the suitable infrastructure in place to take transport bookings from Passengers.

- 20.2. A telephone number, email address, and or online system for bookings and lost property must be provided by the Supplier and notified to the Service Purchaser and publicised. The Supplier shall ensure that this telephone and email address, or online system is staffed by a responsible person at the agreed times as detailed in the Call-Off Contract. At all other times, an answerphone, message or automated email reply must be available and any changes to the agreed hours must be with the prior written consent of the Service Purchaser. The Supplier shall put into place appropriate contingency arrangements should the telephone line, email address or online system be unavailable for any reason.
- 20.3. Unless stated otherwise, the Supplier will be wholly responsible for the cost of the required software.
- 20.4. Where required, Suppliers shall continually provide open, accurate and up-to-date data to the Bus Open Data Service (BODS): [Bus open data policy - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/policies/bus-open-data-policy). The Service Purchaser can assist the Supplier on this matter if required.
- 20.5. Public facing bookable Services will not operate on Christmas Day, Boxing Day or New Year's Day unless otherwise stated in the Call-Off Contract or requested by the Service Purchaser.
- 20.6. Unless approved by the Service Purchaser by 1 November, the Supplier is required to operate to their normal timetable between Boxing Day and New Year's Day. When Christmas Day, Boxing Day or New Year's Day falls on the day on which normally a one or two day a week Service operates, then the Service Purchaser may require that the Service be operated on another day in that week, at no additional cost to the Service Purchaser.
- 20.7. The Supplier must agree with the Service Purchaser the pattern of Service for the Christmas and New year period no later than 1 November each year and submitted to the Service Purchaser.
- 20.8. If the Supplier does not operate a Service without prior consent from the Service Purchaser, the Supplier will be subject to a payment deduction. Any costs to the Service Purchaser, which are incurred as a result of this, will be charged to the Supplier.

## **21. Accepting Tickets and Fares**

- 21.1. If Passengers are required to pay a fare to use the Service, the Supplier will charge the fares stated in the specific Call-Off Contract. Fares may be subject to revision at the discretion of the Service Purchaser.
- 21.2. Where the Supplier is contracted to provide a Service that is defined as an Eligible Service within the Hampshire Concessionary Travel Scheme or provides a Service type that is specified as an Enhancement to the statutory scheme; the Supplier will be obliged to accept English National Concessionary Travel concession in line with the published Hampshire Concessionary Travel Scheme.
- 21.3. Where a Passenger holds a valid concessionary bus pass, fare deductions must be applied as specified in the annually published Hampshire Concessionary Travel Scheme, unless otherwise stated in the contract.
- 21.4. The Supplier must ensure that Passengers travelling with a Concessionary Fare pass, show their pass to the Driver each time they travel. If Passengers lose or forget their pass, they must pay the full fare.
- 21.5. Where fares are collected, the Supplier must submit monthly reports to evidence:
- revenue collected from tickets issued on the Service (by total and category)
  - Passenger numbers by category and journey taken
  - the number of journeys made by Passengers using the English National Free Travel Pass broken down
- 21.6. The Service Purchaser reserves the right to withhold payment until it has received the required data.
- 21.7. Where Suppliers are providing a Public Bus Service, Real Time Passenger Information (RTPI) must be provided to the Service Purchaser. This will be in the form of a Service Interface for Real Time Passenger Information (SIRI) Vehicle Monitoring (VM) feed to the Service Purchasers Central RTPI system. The Suppliers shall bear the associated costs for the set up and operation of this requirement.
- 21.8. The Supplier shall supply revenue breakdown data for all categories of Passenger and other relevant data in a format agreed by the Service Purchaser, based on tickets issued and accepted. This will be required monthly, or at an agreed interval.

## **22. Bus Service Operators Grant (BSOG):**

- 22.1. Where appropriate, the Bus Service Operators Grant or equivalent should be claimed within the guidelines of the scheme or successive schemes that may replace this.

## **23. Payment Adjustment**

- 23.1. The Service Purchaser shall be entitled to make a payment adjustment by deduction of sums payable to the Supplier in respect of incidents where the Supplier has failed to operate the Service.
- 23.2. The Service Purchaser shall be entitled to make a payment adjustment by deduction of sums payable to the Supplier in respect of incidents where the Supplier has failed to operate the Service in accordance with the timetable and with all items in the Call-Off Contract and to the satisfaction of the Service Purchaser, either for a specific Call-Off Contract or DPS category or flag. The Supplier will be informed of any reported incidents and will have an opportunity to explain any mitigating circumstances before a Service Purchaser decision on deduction is made.
- 23.3. Where KPIs are included within the Call-Off Contract, the Service Purchaser reserves the right for a percentage of the monthly payment (as per the Call-Off Contract) to be paid only where KPIs (in line with the associated percentages as shown in the Call-Off Contract) have been achieved by the Supplier.
- 23.4. If the Supplier does not operate a Service without prior consent from the Service Purchaser, the Supplier will be subject to a payment deduction. Any costs to the Service Purchaser, which are incurred as a result of this, will be charged to the Supplier.

## **24. Sub-contractors**

- 24.1. The Supplier shall only sub-contract to other Suppliers who are also accepted on the DPS for the provision of Passenger Transport Services in their own right.
- 24.2. The Supplier shall not assign, novate, subcontract, sub-let or otherwise dispose of the Contract or any part thereof without the prior consent in writing

of the Service Purchaser. In the event of an emergency, the Supplier shall notify the Service Purchaser on the day that the Contract is sub-let.

## **HAMPSHIRE COUNTY COUNCIL REQUIREMENTS:**

This section provides details of the mandatory Service requirements that the Hampshire County Council **may** introduce to the DPS, in order to meet new and emerging requirements.

It is important that the Supplier takes time to fully understand this part of the Service Requirement; all mandatory Service requirements listed below shall be required at the DPS Agreement commencement date with the Council.

### **25. Vehicle emission standards:**

- 25.1. In order for the Council to work towards emissions targets, it reserves the right to:
  - 25.1.1. request that a specified level of Vehicle emission standard for specified Vehicle types are used for the delivery of Call-Off Contracts by a specified date.
  - 25.1.2. limit the size of the Vehicle used to deliver a journey with fewer Passengers, either for a specific Call-Off Contract or DPS category or flag.
  - 25.1.3. introduce a price weighting on Vehicle emissions standard, either for a specific Call-Off Contract or DPS category or flag.
  - 25.1.4. limit a specific Call-Off Contract or DPS category or flag to electric or cleaner fuel Vehicles.

### **26. Contracts with Local Authorities, District Councils and Schools:**

- 26.1. The Service Purchaser may agree with a Local Authority, District Council or School in the area of the Service operation that a Call-Off Contract shall be assigned to the Local Authority, District Council or School. In these circumstances the Supplier will be advised by the Service Purchaser in writing and will be required to enter into a Contract with the Local Authority, District Council or School, but on the same terms and conditions as contained in the agreed Call-Off Contract. Reference, in the agreed Call-Off Contract, to the Service Purchaser shall be deemed to refer to the Local Authority, District Council or School or officer nominated by the Local Authority, District Council or School.

## **27. Transport Software:**

- 27.1. The Service Purchaser reserves the right to request that a specific or compatible scheduling, tracking, booking, real time information or any other software is used on specific Call-Off Contract or DPS category or flag. Suppliers will be provided with reasonable notice of any new requirements introduced as a result of this.
- 27.2. The Supplier will be wholly responsible for the cost of the required software, unless agreed otherwise.

## **28. Hampshire County Council Corporate Changes:**

- 28.1. Where a corporate Hampshire County Council policy applies to Services contracted, Suppliers will be required to meet a new minimum requirement. This may be applied to all Call-Off Contracts awarded under this Dynamic Purchasing System. Suppliers will be provided with reasonable notice of any new requirements introduced as a result of this.

## **MANDATORY DPS CATEGORY AND FLAG REQUIREMENTS:**

This section provides details of the mandatory service requirements that the Supplier must fulfil in order to meet the requirements of a specific DPS for the provision of Passenger Transport Services Categories and Flags. These service requirements **apply at all times** for the Categories and Flags held by the Supplier, regardless of whether a Call-Off Contract is held.

It is important that the Supplier takes time to fully understand this part of the Service Requirement; all mandatory service requirements listed below shall be required at the DPS Agreement commencement date with the Council.

**The Supplier must notify the Service Purchaser where their licence information changes.**

## **Category 1 - Suppliers operating Vehicle(s) with eight seated passenger capacity or less under a Hackney Carriage or Private Hire Licence.**

This section provides details of the mandatory Service delivery requirements that the Supplier shall be expected to fulfil in their entirety if they wish to operate Vehicle(s) with eight seated passenger capacity or less.

It is important that the Supplier takes time to fully understand this part of the Service delivery requirement. Specifications required to obtain this category are listed below shall be required upon application under the DPS Agreement and must be maintained whilst the category is held and whilst any Call-Off Contracts awarded under this category are in place.

### **29. Category 1 Licencing Requirements:**

29.1. If operating a Vehicle of eight seated passenger capacity or less, the Supplier shall have and or procure Suppliers that shall have:

29.1.1. A Hackney Carriage Driver's Licence for every Driver driving a Vehicle pursuant to the Contract and a Hackney Carriage Vehicle Licence for every Vehicle used in the performance of the Contract; and or

29.1.2. A Private Hire Operator's Licence in the name of the Supplier; and a Private Hire Driver's Licence for every Driver driving a Vehicle pursuant to the Contract and Private Hire Vehicle Licence for every Vehicle used in the performance of the Contract.

29.2. For the avoidance of doubt the Supplier may have (directly or indirectly through its sub-contractors) any quantity of Hackney Carriage and or Private Hire licences and or dual Hackney Carriage/Private Hire licences issued and validated by the appropriate licensing authority.

### **30. Insurance Requirements:**

30.1. Upon joining the DPS for the provision of Passenger Transport Services and holding this category, the Supplier and any subsequent Sub-contractors shall commit to obtaining the insurance policies prior to the commencement of a call-off contract, as outlined in clause 4 of the DPS for the provision of Passenger Transport Services Specification.

### **31. Transporting Passengers in Wheelchairs**

- 31.1. Where a passenger remains seated in their wheelchair whilst the vehicle is in motion, all elements of Flag B - Can provide Wheelchair Accessible Vehicle(s) will apply.

**Category 2 - Suppliers operating Vehicle(s) with nine or more seated passenger capacity under a PSV licence, Section 19 or Section 22 permit.**

This section provides details of the mandatory Service delivery requirements that the Supplier shall be expected to fulfil in their entirety if they wish to operate Vehicle(s) with nine or more seated passenger capacity.

It is important that the Supplier takes time to fully understand this part of the Service delivery requirement. Specifications required to obtain this category are listed below shall be required upon application under the DPS Agreement and must be maintained whilst the category is held and whilst any Call-Off Contracts are awarded under this category are in place.

**32. Category 2 Licencing Requirements:**

- 32.1. If operating a Vehicle of nine or more seated passenger capacity (not including community organisations), the Supplier shall have and or procure Suppliers that shall have:
  - 32.1.1. A PSV Operator's Licence, issued by the Traffic Commissioner in the name of the Supplier; and shall:
  - 32.1.2. Have an Operator's Licence Disc displayed in every Vehicle used in the performance of the Contract
  - 32.1.3. Ensure that every Driver is the holder of a PCV (Public Carrying Vehicle) Licence valid for the Vehicle they are driving along with a valid Driver Certificate of Professional Competence (CPC)
- 32.2. The Supplier shall provide the Service Purchaser with the name of their organisation's appointed Transport Manager. The Service Purchaser must be advised where this changes.
- 32.3. Where there is an identified need for performance management, the Service Purchaser may refer to the DVSA earned recognition scheme for Vehicle operators. This may also be referred to for best practice whilst operating under a PSV licence: [DVSA earned recognition for vehicle operators - GOV.UK \(www.gov.uk\)](http://www.gov.uk)
- 32.4. If the Supplier is a community organisation that does not operate for profit: the Supplier shall have and or procure that its Suppliers shall have:

- 32.4.1. A Small Bus Permit must be held in accordance with Section 19 of the Transport Act 1985, or a Community Bus Permit must be held in accordance with Section 22 of the Transport Act 1985;
- 32.4.2. And it shall ensure that every Driver of a community organisation Vehicle must hold appropriate driving licence entitlement or a valid PCV licence.
- 32.4.3. It shall ensure that every Driver of a community organisation, if driving a minibus, holds a valid Minibus Driver Awareness Scheme (MIDAS) Driver's certificate.
- 32.5. The Supplier shall ensure the permit is displayed clearly in the Vehicle.
- 32.6. Where Vehicles are operated under the above Operator's Licence, the Driver should hold a full Category D or D1 driving licence, where legally required, and shall also carry their Driver's Qualification Card (DQC) whilst driving on a PCV Vehicle in provision of the DPS Services. [Driving licence categories - GOV.UK \(www.gov.uk\)](http://www.gov.uk)

### **33. Insurance Requirements:**

- 33.1. Upon joining the DPS for the provision of Passenger Transport Services and holding this category, the Supplier and any subsequent Sub-contractors shall commit to obtaining the insurance policies prior to the commencement of a call-off contract, as outlined in clause 4 of the DPS for the provision of Passenger Transport Services Specification.

### **34. Transporting Passengers in Wheelchairs**

- 34.1. Where a passenger remains seated in their wheelchair whilst the vehicle is in motion, all elements of Flag B- Can provide Wheelchair Accessible Vehicle(s) will apply.

### **Category 3 - Suppliers operating Vehicle(s) that are CQC registered to provide transport Services under Care Quality Commission (CQC) registration**

This section provides details of the mandatory Service delivery requirements that the Supplier shall be expected to fulfil in their entirety if they wish to operate Vehicle(s) that are CQC registered.

It is important that the Supplier takes time to fully understand this part of the Service delivery requirement. Specifications required to obtain this category are listed below shall be required upon application under the DPS Agreement and must be maintained whilst the category is held and whilst any Call-Off Contracts are awarded under this category are in place.

#### **35. Category 3 Licencing Requirements:**

- 35.1. Suppliers registered to provide transport Services under Care Quality Commission (CQC) registration may only provide Services as defined as 'regulated activity' under The Health and Social Care Act 2008 (Regulated Activities) Regulations 2014. For the avoidance of doubt, it is the Supplier's responsibility to ensure journeys undertaken align with the intended purpose of CQC regulated transport activities.
- 35.2. The Supplier shall remain compliant with the Regulations for Service providers and managers - Care Quality Commission ([cqc.org.uk](http://cqc.org.uk)) at all times: [Regulations for service providers and managers - Care Quality Commission \(cqc.org.uk\)](http://cqc.org.uk)
- 35.3. All Vehicles used for the delivery of the Service under CQC registration must be registered as 'Ambulances'.
- 35.4. Vehicles registered as 'Ambulance' may be used for used for no purpose other than, the carriage of sick, injured or disabled people to or from welfare centres or places where medical or dental treatment is given as per the Vehicle Excise and Registration Act 1994 ([legislation.gov.uk](http://legislation.gov.uk)). For the avoidance of doubt, it is the Supplier's responsibility when providing transport in a Vehicle registered as an 'Ambulance,' to ensure both Passengers and destinations comply with the Vehicle Excise and Registration Act 1994.

35.5. The Supplier shall provide the Service Purchaser with the name of the appointed Manager named for CQC Registration. The Service Purchaser must be advised where this changes.

35.6. The Supplier may not undertake any Services for hire and reward, which are outside the scope of their CQC registration, without first obtaining additional licences (operator, driver and for the vehicle), as required to obtain flag one or two under this DPS.

### **36. Insurance Requirements:**

36.1. Upon joining the DPS for the provision of Passenger Transport Services and holding this category, the Supplier and any subsequent Sub-contractors shall commit to obtaining the insurance policies prior to the commencement of a call-off contract, as outlined in clause 4 of the DPS for the provision of Passenger Transport Services Specification.

36.2. The Supplier shall hold medical indemnity/ clinical negligence insurance (Medical Malpractice) appropriate for the size and scope of their business activities, and for the services provided under this DPS. This shall be for no less than £2 million.

### **37. Transporting Passengers in Wheelchairs**

37.1. Where a passenger remains seated in their wheelchair whilst the vehicle is in motion, all elements of Flag B- Can provide Wheelchair Accessible Vehicle(s) will apply.

## **Flag A - Applying to operate Public Bus Services**

This section provides details of the mandatory Service delivery requirements that the Supplier shall be expected to fulfil in their entirety if they are eligible to operate a Public Bus or Community Bus Service.

It is important that the Supplier takes time to fully understand this part of the Service delivery requirement. Specifications required to obtain this flag are listed below shall be required upon application under the DPS Agreement and must be maintained whilst the flag is held and whilst any contracts awarded under this flag are in place.

### **38. Registration of Bus Services:**

38.1. On the award of a signed contract from the Service Purchaser, to operate a Public Bus Service supported by the Service Purchaser, the Supplier will be responsible for registering the Service with the Traffic Commissioner complying with all the current notice periods and information requirements. If there is a requirement to amend the Service during the period of the contract, the Supplier will be responsible for registering the changes with the Traffic Commissioners at the required notice periods and at the end of the contract the Service Supplier will be responsible for cancelling the Service with the Traffic Commissioners to the required notice periods.

38.2. If the Traffic Commissioner attaches one or more Traffic Regulation Conditions to a Public Bus Service registration which is relevant to this Contract, then such conditions shall become part of this Contract, and take precedence over any conflicting requirement herein. Within seven days of the Traffic Commissioner's decision to attach any such conditions, either party may terminate this Contract by three calendar months' notice in writing.

38.3. Fare-paying Passengers or Passengers travelling with a concessionary fare pass must not be carried unless the Service has been registered with the Traffic Commissioner as a Public Bus Service.

### **39. Public Bus Vehicle Requirements:**

39.1. Prior to the commencement of a Call-Off Contract, the Supplier shall undertake an audit of the required route to ensure the appropriate Vehicles

and Drivers for the route are used to deliver the Service, as specified by the Supplier within the Call-Off Contract.

39.2. The Supplier shall ensure that the Vehicles used shall be of adequate capacity to carry the number of Passengers wishing to be carried under normal operating conditions and as large as may be required in the Specification. The capacity provided may include legally authorised numbers of standing Passengers on the Vehicle.

#### **40. Accessibility:**

40.1. The Supplier shall ensure that appropriate Vehicles for the route are used to deliver the Service, as specified by the Service Purchaser within the Call-Off Contract.

40.2. The Supplier shall ensure that low floor accessible buses are used wherever specified as per the Bus and coach accessibility and the Public Service Vehicle Accessibility Regulations 2000: [Bus and coach accessibility and the Public Service Vehicle Accessibility Regulations 2000 - GOV.UK \(www.gov.uk\)](http://www.gov.uk). These will provide easy access for Passengers with luggage and pushchairs as well as wheelchair users and Passengers with walking difficulties.

40.3. Where Passengers require assistance in accessing vehicles, the use of portable steps is not permitted.

40.4. The Supplier must notify the Service Purchaser where they can no longer fulfil the accessibility demands of a service. The Service Purchaser must be notified immediately if a Service is operated using a non-accessible vehicle.

40.5. The Service Purchaser reserves the right to request that all Vehicles operated are low floor accessible buses. Suppliers will be provided with reasonable notice of this change.

40.6. Where possible, the Supplier shall provide Passengers with visual and audio updates of upcoming stops.

40.7. If the Supplier operates any Vehicles with Passenger Lifting Equipment i.e., for Passengers in wheelchairs or with mobility difficulties, the Supplier shall hold a valid certificate in accordance with the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER) for every Vehicle.

40.8. Any specialist equipment fitted to or used in the Vehicle, such as ramps, wheelchair restraint systems and Passenger restraints, must be regularly inspected, to ensure it has no missing parts and is maintained in good condition, in accordance with the manufacturer's instructions and health and safety legislation. (The Lifting Operations and Lifting Regulations 1998 (LOLER) require Passenger lifts to be inspected at least every 6 months and it is recommended that they are load-tested annually by a competent person, i.e., a trained lift engineer).

#### **41. Data Requirements:**

- 41.1. The operator must submit monthly reports to evidence:
- revenue collected from tickets issued on the Service (by total and category)
  - Passenger numbers by category and journey taken
  - the number of journeys made by Passengers using the English National Free Travel Pass broken down
  - The Service Purchaser reserves the right to withhold payment until it has received the data.
- 41.2. Where Suppliers are providing a Public Bus Service, Real Time Passenger Information (RTPI) must be provided to the Service Purchaser. This will be in the form of a Service Interface for Real Time Passenger Information (SIRI) Vehicle Monitoring (VM) feed to the Service Purchasers Central RTPI system. The Suppliers shall bear the associated costs for the set up and operation of this requirement.
- 41.3. Where required, Suppliers shall continually provide open, accurate and up-to-date data to the Bus Open Data Service (BODS) [Bus open data policy - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/policies/bus-open-data-policy). The Service Purchaser can assist the Supplier on this matter if required.
- 41.4. When requested, the Supplier shall send the Service Purchaser TransXChange files (TXC which needs to contain the Journey numbers for each trip plus the running board numbers at least three weeks before any timetable changes are due to go live. If the Supplier cannot provide TransXChange files (TXC), the Supplier is required to use a BODS Agent and

provide the agent with the fully accurate registration data by at least three weeks before any timetable changes are due to go live. The Service Purchaser shall also provide fleet lists as and when required.

- 41.5. The Supplier shall supply revenue for all categories of Passenger and other relevant data in a format agreed by the Service Purchaser, based on tickets issued and accepted. This will be required monthly, or at an agreed interval.

#### **42. Display of Service Information:**

- 42.1. All Vehicles operating Service Purchaser supported Public Bus Service must display the route number and destination internally and externally in line with the current Public Service Vehicle Accessibility regulations The Public Service Vehicles Accessibility Regulations 2000 (legislation.gov.uk): [The Public Service Vehicles Accessibility Regulations 2000 \(legislation.gov.uk\)](https://www.legislation.gov.uk/uksi/2000/1261/contents/make)
- 42.2. Hampshire County Council is an active participant in the National Public Transport Information Service (Traveline and any successor information system) to provide bus, rail, coach and ferry timetable information for all public transport Services from a Regional Call Centre. The cost of calls relating to the Services of each Supplier are separately analysed and allocated to that Supplier. The Supplier will pay charges for calls to the Regional Call Centre(s) relating to any registered Public Bus Services provided by the Supplier, including commercial Services and will provide information as required for the operation of Traveline.

#### **43. Sundays and Public Holidays:**

- 43.1. Unless other arrangements are specifically notified, all Sunday Services will also operate on Bank and Public Holidays. These are: Good Friday, Easter Monday, May Day Holiday, Spring Bank Holiday, August Bank Holiday and any extra Public Holidays as may be announced during the year.
- 43.2. Services will not operate on Christmas Day, Boxing Day or New Year's Day unless otherwise stated in the Specification or requested by the Service Purchaser.
- 43.3. Unless approved by the Service Purchaser by 1 November, the Supplier is required to operate to their normal timetable between Boxing Day and New

Year's Day. When Christmas Day, Boxing Day or New Year's Day falls on the day on which normally a one or two day a week Service operates, then the Service Purchaser may require that the Service be operated on another day in that week, at no additional cost to the Service Purchaser.

43.4. The Supplier must agree with the Service Purchaser the pattern of Service for the Christmas and New year period no later than 1 November each year and this is to be submitted to the Service Purchaser.

43.5. If the Supplier does not operate a Service without prior consent from the Service Purchaser, the Supplier will be subject to a payment deduction. Any costs to the Service Purchaser, which are incurred as a result of this, will be charged to the Supplier.

#### **44. Tickets and Fares**

44.1. The Supplier shall give prior notification to the Service Purchaser in writing of all subsequent changes to the fares which were submitted with the tender. Such notification must be received by the Service Purchaser no less than ten days prior to the effective date of the change and must provide details of the fares.

44.2. The Supplier is required on contracted journeys to carry children aged five to fifteen inclusive at reduced fares at all times, preferably half the adult rate, and not exceeding two-thirds of the adult rate, unless otherwise agreed with the Service Purchaser.

44.3. The Supplier is required, where specified in the route description, to accept on contracted Journeys, without any further charge, return, day and period tickets issued on other Journeys valid over the same section of route, irrespective of whether those Journeys are contracted or commercial (i.e. non-contracted) and whether those tickets are issued by the Supplier or by another operator.

44.4. The Supplier is required to accept SolentGo or any other successive integrated ticketing products the Service Purchaser implements on relevant Services.

44.5. The Supplier is required on contracted Journeys to accept concessionary travel bus passes in line with the statutory minimum

requirement and any enhancements included within the current Hampshire Concessionary Fares Scheme.

44.6. The Supplier must ensure that Passengers travelling with a Concessionary Fare pass, show their pass to the Driver each time they travel. If Passengers lose or forget their pass, they must pay the full fare.

44.7. Through tickets for connecting journeys must be honoured at no further charge to the Passenger in cases where agreement to do so has been reached with other transport operators.

#### **45. Lost Mileage**

45.1. The Supplier shall supply to the Service Purchaser at one-month intervals accompanying the monthly invoice a list of any Journeys which operated only partly or did not operate at all, or which differed from the route and the stops in the Specification. This list shall be completed in a format as determined at the time by the Service Purchaser and, in cases where the Service reduced not increased, the Supplier shall indicate the mileage lost. In each instance the Supplier shall give reasons for failing to observe the route or stops under Contract. The Service Purchaser shall be entitled to withhold sums payable to the Supplier in respect of lost mileage. This will be calculated as follows:

$$\frac{\text{Total Contract Price}}{\text{Total Scheduled Mileage}} \times \text{Total Lost Mileage}$$

#### **46. Payment Adjustment**

46.1. The Service Purchaser shall be entitled to make a payment adjustment by deduction of sums payable to the Supplier in respect of incidents where the Supplier has failed to operate the Service in accordance with the timetable and with all items in the Call-Off Contract and to the satisfaction of the Service Purchaser. In these circumstances the following amounts will be deducted from the monthly Contract Price due to the Supplier:

Non-Operation £30

Late running (10-15 minutes, without reasonable cause) £30

Late running (over 15 minutes, without reasonable cause) £30

Early running (2-4 minutes) £30

Early running (over 4 minutes) £30

Inadequate destination display £30

46.2. The above prices will be adjusted to account for inflation over time. Inflation is usually calculated using the Consumer Price Index (or other inflation measure as deemed applicable by the Service Purchaser).

46.3. The Supplier will be informed of any reported incidents and will have an opportunity to explain any mitigating circumstances before a Service Purchaser decision on deduction is made.

#### **47. Marketing and Publicity**

47.1. The Supplier shall provide roadside publicity along the lines of routes as specified in the Call-Off Contract and produce timetable information as agreed by the Service Purchaser. The Supplier shall supply the Service Purchaser, with an agreed quantity of timetables for the Services where requested, and keep social media, online websites, local public libraries, information offices and other places at which the public seeks information supplied with up-to-date timetables. The Service Purchaser can advise and assist the Supplier on this matter if required.

47.2. Timetable information produced by the Supplier must be clear, concise and easy to read. This includes information at bus stops as well as online and printed timetable leaflets.

47.3. Where changes to Services occur, the Supplier will be required to update and undertake reasonable further publicity, as necessary.

47.4. All Suppliers must meet the costs of providing such information as detailed above and as described in the latest version of the Hampshire Enhanced Partnership Agreement. If information is not delivered satisfactorily and in accordance with the above, the Service Purchaser may make other

arrangements to provide the information and may use powers under the Transport Act 2000 to recover the costs from the Supplier.

#### **48. Enhanced Partnerships**

48.1. Hampshire County Council and Public Bus operators of qualifying Services are subject to a Hampshire Enhanced Partnership agreement which sets out the legal obligations on Hampshire County Council and Public Bus operators and is the mechanism by which the commitments made in the Bus Service Improvement Plan (BSIP) and the Enhanced Partnership (EP) Plan are delivered 'on the ground'. The Supplier shall, where applicable, comply with all operator obligations listed within the Hampshire Enhanced Partnership Scheme(s). Further information can be found at: [www.hants.gov.uk/bus-strategy](http://www.hants.gov.uk/bus-strategy).

#### **49. Insurance Requirements**

49.1. The minimum insurance limits for Supplier's operating a Public Bus contract shall be for not less than £10 million for Public Liability and not less than £10 million for Employers Liability, and, for Motor Vehicle Insurance, unlimited liability in respect of death or bodily injury to third parties, including Passengers, and £10 million for liability in respect of loss of, or damage to property (except where the Service is operated under a Section 22 Permit). The above limits shall be for any one occurrence or series of occurrences arising out of the same event.

49.2. Where the Supplier uses Owner Drivers, it shall take out and maintain motor contingent liability insurance to cover the risk of an Owner Driver not holding adequate insurance cover and such insurance liability level shall be no less than £10 million in the aggregate (except where the Service is operated under a Section 22 Permit).

## **Flag B - Can provide Wheelchair Accessible Vehicle(s)**

This section provides details of the mandatory Service delivery requirements that the Supplier shall be expected to fulfil in their entirety if they are eligible to operate wheelchair accessible vehicle(s). The requirements listed within this flag apply to all other flags and at all times whilst passengers are travelling in a wheelchair, except for Public Bus services.

It is important that the Supplier takes time to fully understand this part of the Service delivery requirement. Specifications required to obtain this flag are listed below shall be required upon application under the DPS Agreement and must be maintained whilst the flag is held and whilst any contracts awarded under this flag are in place.

### **50. Legislation and Licencing Requirements:**

- 50.1. Where the Supplier operates under a Private Hire Operator Licence, Hackney Carriage Licence or PSV licence, the Supplier must ensure they have licenced all applicable Vehicles as an accessible Vehicle with their licencing authority.
- 50.2. If the Supplier operates any Vehicles with passenger Lifting Equipment i.e., for passengers in wheelchairs or with mobility difficulties, the Supplier shall hold a valid certificate in accordance with the Lifting Operations and Lifting Equipment Regulations 1998 (LOLER) for every Vehicle.

### **51. Passenger safety:**

- 51.1. The Supplier shall undertake risk assessments to ensure that they can transport each individual Passenger travelling in a wheelchair safely. As a minimum, this shall include the following considerations:
  - the make and model of wheelchair that the person uses;
  - whether the wheelchair has been crash tested;
  - whether any modifications have been made to the wheelchair;
  - the combined weight of the wheelchair and user;

- whether any specific equipment is needed to enable the safe transportation of the particular make/model of wheelchair and the wheelchair user;
- ensure that they have the correct wheelchair tie down systems for that wheelchair make and model
- ensure that they have a complete set of wheelchair tie down systems (It is not acceptable to 'mix and match' from different sets)
- any individual needs that a Passenger has that may affect their transport requirements, to include any specialised equipment fitted to their wheelchair (e.g., communication board or knee blocks).

51.2. The Driver is responsible for the safety of Passengers travelling in wheelchairs, including assisting Wheelchair users in embarkation and disembarkation of the Vehicle, safely securing a Wheelchair on board the Vehicle and must follow the manufacturer's instructions for any restraint equipment being used.

51.3. In the circumstance that an Escort is provided by the Supplier, the Escort, who has undertaken MiDAS PATs training, may act as the responsible person on transport for loading and restraining a wheelchair in place of the Driver.

51.4. The Supplier shall ensure Drivers are instructed that if they encounter a wheelchair user whose wheelchair cannot, in their opinion, be transported safely, that they are entitled to telephone their manager for advice and may, if necessary, politely explain to the Passenger why they cannot be transported. Wheelchair users must never be transported unrestrained or facing sideways.

51.5. The Supplier shall immediately inform the Service Purchaser of any accident or "near miss" involving the transportation of, embarkation and disembarkation of wheelchair users, whilst providing the Services. Where such accidents result in injury to a Passenger, Driver of the Vehicle or any other person, or results in damage to the Vehicle, the Supplier shall inform the Service Purchaser immediately by telephone and provide a written report of the accident and/or any injury to the Service Purchaser within seven days of the said accident.

51.6. The Supplier shall comply with the BPG 1 v2.2 (1st revision):  
Transportation of people seated in wheelchairs and any guidance that replaces  
this.

## **52. Vehicle Requirements & Maintenance of Equipment:**

52.1. The Supplier must ensure the Vehicle is suitable for transporting  
wheelchair users safely and meets any additional requirements as specified in  
the call-off contract.

52.2. Any specialist equipment fitted to or used in the Vehicle, such as ramps,  
wheelchair restraint systems and Passenger restraints, must be regularly  
inspected, to ensure it has no missing parts and is maintained in good  
condition, in accordance with the manufacturer's instructions and health and  
safety legislation. (The Lifting Operations and Lifting Regulations 1998  
(LOLER) require Passenger lifts to be inspected at least every 6 months and it  
is recommended that they are load-tested annually by a competent person,  
i.e., a trained lift engineer).

52.3. The Vehicle must be constructed and equipped to provide wheelchair  
users with a safe journey. This means that it needs to have been factory built  
or professionally converted to accommodate wheelchair users. In particular:

- There must be a safe means for wheelchair users to enter the Vehicle: a  
ramp or passenger lift.
- There must be appropriate equipment to secure a wide range of makes and  
models of wheelchair to the Vehicle. Note: When Services are tendered,  
Suppliers need to check the Call- Off Contract carefully to see if a particular  
type of equipment is required.
- The use of old metal ratchet clamps is not permitted as they are only  
compatible with a minority of wheelchairs. These clamps are often used  
incorrectly resulting in a high risk of injury to the wheelchair user
- There must be a passenger restraint ('seat belt') for each wheelchair user;  
these should be of the inertia reel type with a lap and diagonal belt for  
wheelchair users, where the upper mounting point for the diagonal belt is  
at shoulder level or above. These provide much better protection in a crash

than diagonal belts that go over the passenger's shoulder and secure to a point on the floor behind the wheelchair.

- 52.4. Any specialist equipment must be fitted and maintained in accordance with the manufacturer's instructions.
- 52.5. The Supplier is responsible for the cost of service, inspection and maintenance of all the Vehicle(s) and equipment including any Council Equipment.
- 52.6. The Supplier shall regularly audit of all wheelchair tie-downs and passenger restraint equipment. The cost of replacing any worn, damaged or inappropriate equipment is the responsibility of the Supplier.
- 52.7. Where an accessible minibus is being used, two fire extinguishers must be on board.

### **53. Requirements of Personnel**

The Supplier shall ensure that all Drivers and Personnel:

- 53.1. Read and have access to a copy of the Code of Practice for Wheelchair Users in Taxis, Private Hire Vehicles and Minibuses and comply with this. It is the Supplier's responsibility to ensure that all Drivers, including relief Drivers, employed on Transport Services for the Service Purchaser are familiar with this document and have a copy available to them for reference.
- 53.2. Follow the manufacturer's instructions for the equipment they are using; a copy of the instructions for the equipment must be carried on the Vehicle at all times, and ideally should be clearly displayed.
- 53.3. Are, prior to the commencement of a transport contract, trained and are competent to use equipment such as a Passenger lift, wheelchair tie-down systems and Passenger restraint systems, including knowing when and how to use different types of equipment. MiDAS training is strongly recommended.
- 53.4. The Service Purchaser reserves the right to request for all Drivers to undertake a specified training course in transporting wheelchair users safely (including onboarding and the safe restraint of wheelchairs).
- 53.5. Are trained on how to safely evacuate the Vehicle if equipment fails e.g., how to evacuate wheelchair users if a passenger lift fails.

53.6. Follow recognised procedures to report incidents, concerns, problems in using equipment or changes in a Passenger's condition or needs.

53.7. Are made aware that it is particularly important to report 'adverse incidents' (sometimes called 'near misses' or 'near hits') where someone could be injured if a similar incident occurs again.

53.8. The Supplier shall ensure that all Drivers understand and fulfil their duties as outlined under the statutory guidance for Access to taxis and private hire vehicles for disabled users: [Access to taxis and private hire vehicles for disabled users - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/guidance/access-to-taxis-and-private-hire-vehicles-for-disabled-users).

#### **54. Charges**

54.1. The Service Purchaser will not pay for any additional time that may be required for safely boarding and restraint of a wheelchair when picking up/ dropping off Passengers.

## **Flag C - Can operate Enhanced Quality contracts**

This section provides details of the mandatory Service delivery requirements that the Supplier shall be expected to fulfil in their entirety if they wish to operate enhanced quality Services. Contracts tendered under this flag will include, but not be exclusive to: Home to School Transport 'bundle routes' and Community Transport Services.

It is important that the Supplier takes time to fully understand this part of the Service delivery requirement. Specifications required to obtain this flag are listed below shall be required upon application under the DPS Agreement and must be maintained whilst the flag is held and whilst any contracts awarded under this flag are in place.

### **55. Supplier experience and capacity**

- 55.1. The Supplier, either in its current legal entity or in a previous form, has three years of experience in the delivery of passenger transport Services.
- 55.2. The Supplier understands that by submitting a bid, their business will be ready to undertake all routes within the Call-Off Contract on the stipulated start date with Drivers and Vehicles, which meet the specified requirements, allocated.
- 55.3. The Supplier must only bid for Call-Off Contracts it has the capacity to deliver, including when bids are submitted for multiple Call-Off Contracts tendered in parallel.

### **56. Supplier Personnel**

- 56.1. The Supplier must hold a written recruitment and retention of Personnel strategy and adhere to it, to ensure that adequate numbers of Personnel are available to deliver the Service. The Supplier must provide a written copy of their recruitment and retention of Personnel strategy to the Service Purchaser within ten working days of notification that they are the preferred Supplier for any Call-Off Contract under this enhanced quality flag. This documentation must be resubmitted in full upon request whilst an Enhanced Quality Call-off Contract is held by the Supplier, and in any case, where the documentation relates specifically to the implementation or operation of the individual contract being awarded.

- 56.2. Upon request, the Supplier shall provide the Service Purchaser with a list of training courses that Supplier's Personnel (Drivers and Escorts) have attended, along with details of the course content.
- 56.3. The Service Purchaser may require Supplier's Personnel to undertake a specific training scheme/course, by a date no sooner than three months after the date of the request, at no cost to the Service Purchaser, where training undertaken does not adequately address the areas deemed necessary, for the performance of the Service.
- 56.4. The Supplier must provide the Service Purchaser with a copy of their Driver performance policy/procedure within ten working days of notification that they are the preferred Supplier for any call-off contract under this enhanced quality flag. This documentation must be resubmitted in full upon request whilst an Enhanced Quality Call-Off Contract is held by the Supplier, and in any case, where the documentation relates specifically to the implementation or operation of the individual contract being awarded.

## **57. Communication**

- 57.1. The Supplier must have a processes and mechanisms in place which will cater to urgent and non-urgent mass communication and communication with individuals and small groups.
- 57.2. The Supplier must provide a copy of this communication plan to the Service Purchaser within ten working days of notification that they are the preferred Supplier for any call-off contract under this enhanced quality flag. This documentation must be resubmitted upon request whilst an Enhanced Quality Call-Off Contract is held by the Supplier, and in any case, where the documentation relates specifically to the implementation or operation of the individual Call-Off Contract being awarded.
- 57.3. Where the Service involves transport to any educational establishment, customers, Passengers and the Participating Authority must be able to contact the Supplier by telephone (not a messaging Service) between the hours of 0730hrs and 1730hrs on each day that the Service operates unless transport operates outside these hours in which case the Supplier must also be contactable at these times.

## **58. Enhanced Quality Contract Management**

- 58.1. The Supplier shall have a contract management plan in place which will confirm how they will monitor the performance indicators specified in the contract.
- 58.2. The Supplier must provide a copy of this contract management plan to the Service Purchaser within 10 working days of notification that they are the preferred Supplier for any Call-Off Contract under this enhanced quality flag.
- 58.3. The Supplier shall have a mobilisation plan in place, from Call-Off Contract award, that clearly identifies allocation of resources including:
- Personnel
  - Dates
  - Risk
  - Communications
  - Actions
  - Timescales
- 58.4. The Supplier must provide a copy of this mobilisation plan to the Service Purchaser within ten working days of notification that they are the preferred Supplier for any Call-Off Contract under this enhanced quality flag.
- 58.5. The Supplier must physically check (assess the risk of) the routes prior to the Call-Off Contract start date to confirm that Vehicles to be deployed to deliver the contract are appropriate for the proposed route.

## **Flag D - Can provide a Passenger Transport Assistant/ Escort**

This section provides details of the mandatory Service delivery requirements that the Supplier shall be expected to fulfil in their entirety if they wish to provide a Passenger Transport Assistant/Escort.

It is important that the Supplier takes time to fully understand this part of the Service delivery requirement. Specifications required to obtain this flag are listed below shall be required upon application under the DPS Agreement and must be maintained whilst the flag is held and whilst any contracts awarded under this flag are in place.

### **59. Passenger Transport Assistant/ Escorts:**

59.1. Where Passengers have special needs, Escorts (sometimes called Passenger Assistants) are either appointed by the Service Purchaser or provided by the Supplier where required by the Service Purchaser. The care and supervision of the Passenger(s) on the Vehicle is the responsibility of the Escort.

59.2. Under no circumstances should a Supplier provide a relief Escort without prior authorisation from the Service Purchaser or allow the Vehicle to operate without an Escort (when one is normally provided), unless authorised by the Service Purchaser.

59.3. All Escorts (sometimes called Passenger Assistants) must have undertaken a Hampshire County Council provided training programme or an approved equivalent to ensure that they understand the needs of disabled Passengers and how best they can provide assistance where necessary. This training should cover:

- first aid (must be undertaken prior to the commencement of transport)
- safeguarding
- epilepsy awareness (must be undertaken prior to the commencement of transport)
- autism awareness
- managing challenging behaviour
- and customer Service skills

- 59.4. The Supplier shall ensure all Escort training is in date and is renewed in a timely manner.
- 59.5. The Service Purchaser reserves the right to require all Escorts to undertake a specific Passenger Escort training course e.g., MiDAS training for PATs. Training will be undertaken at the Supplier's expense.
- 59.6. Where the Supplier provides an Escort, they must meet the requirements as set out by the Service Purchaser in the Code of Conduct for Escorts.
- 59.7. If an Escort is unable to travel due to sickness or for any other reason, the Supplier must inform the Service Purchaser. Where the Supplier is unable to provide an Authorised relief Escort, the Service Purchaser will then endeavour to make arrangements for a relief Escort. **Note: Under no circumstances should a Supplier provide a relief Escort without prior authorisation from the Service Purchaser or allow the Vehicle to operate without an Escort (when one is normally provided), unless authorised by the Service Purchaser.**
- 59.8. The Escort should always travel in the back of the vehicle with the pupils that are being escorted. If seating arrangements will not allow for this, the Service Purchaser must be informed and asked for advice.
- 59.9. The Escort should never be required to leave the vehicle with pupils on board unless there is an emergency.
- 59.10. The Escort should carry a mobile phone which can be used for emergency calls or reporting issues to the Supplier. The Escort should not be carrying out any other duties whilst on transport and should not use their phone for other purposes (for example, social media, web browsing etc) whilst on transport.
- 59.11. The Escort should be provided with and wear a high-visibility vest and ID badge for the duration of the journey.

### **Flag E - Can provide Female Drivers**

60. In some circumstances, a passenger may reasonably object to a male driver and require transport with a female driver. For example, if a passenger feels persecuted or vulnerable in the presence of males (mental health, past experience or perception) or a passenger has a history of behaving inappropriately in the company of males. This flag is for information only and no further assessment is required.

### **Flag F - Can supply drivers who can provide specialist assistance to Passengers**

61. The Supplier shall provide drivers who have undertaken training to enhance their customer service skills, such as a MiDAS certificate or the equivalent.

### **Flag G - Can choose to receive notification of tenders which involve pickups from individual home addresses**

62. It is mandatory for Category 2 Suppliers to respond to this Flag as part of their initial application to join the DPS. This Flag allows Suppliers operating under a PSV licence, Section 19 permit, or Section 22 permit to choose to receive tender notifications for transport contracts which involve individual home address pickups. Please note, joining this Flag will increase the number of tendering opportunities a Supplier can receive and bid for.